

AGENDA

**CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF
THE CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
MORENO VALLEY PUBLIC FINANCING AUTHORITY
BOARD OF LIBRARY TRUSTEES**

September 17, 2019

REGULAR MEETING – 6:00 PM

City Council Study Sessions

Second Tuesday of each month – 6:00 p.m.

City Council Meetings

Special Presentations – 5:30 P.M.

First & Third Tuesday of each month – 6:00 p.m.

City Council Closed Session

Will be scheduled as needed at 4:30 p.m.

City Hall Council Chamber – 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Guy Pegan, ADA Coordinator, at 951.413.3120 at least 72 hours before the meeting. The 72-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Dr. Yxstian A. Gutierrez, Mayor

Victoria Baca, Mayor Pro Tem
Ulises Cabrera, Council Member

David Marquez, Council Member
Dr. Carla J. Thornton, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
September 17, 2019

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. CAFR & PAFR Award
2. Employee of the 2nd Quarter
3. Clean Air Day Proclamation
4. Animal Services Division Update (Report of: Community Development)

**AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
MORENO VALLEY PUBLIC FINANCING AUTHORITY
AND THE BOARD OF LIBRARY TRUSTEES**

***THE CITY COUNCIL RECEIVES A SEPARATE STIPEND FOR CSD
MEETINGS***

**REGULAR MEETING – 6:00 PM
SEPTEMBER 17, 2019**

CALL TO ORDER

Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item.

PLEDGE OF ALLEGIANCE

INVOCATION

Pastor Jeff White, Sandals Church

ROLL CALL

INTRODUCTIONS

PUBLIC COMMENTS ON MATTERS ON THE AGENDA WILL BE TAKEN UP AS THE ITEM IS CALLED FOR BUSINESS, BETWEEN STAFF'S REPORT AND CITY COUNCIL DELIBERATION (SPEAKER SLIPS MAY BE TURNED IN UNTIL THE ITEM IS CALLED FOR BUSINESS.)

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Those wishing to speak should complete and submit a BLUE speaker slip to the Sergeant-at-Arms. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council.

JOINT CONSENT CALENDARS (SECTIONS A-E)

All items listed under the Consent Calendars, Sections A, B, C, D, and E are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency, Housing Authority or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

- A.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- A.2. MINUTES - CITY COUNCIL - CLOSED SESSION - SEP 3, 2019 4:30 PM

Recommendation: Approve as submitted.

- A.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEP 3, 2019 6:00 PM

Recommendation: Approve as submitted.

- A.4. APPROVAL OF PARKS AND COMMUNITY SERVICES COMMITTEE PRIMARY AND ALTERNATE MEMBERS AND THE MEETING SCHEDULE (Report of: City Clerk)

Recommendation:

1. Confirm the recommended primary and alternate committee members as follows:

Primary Members:

Mayor Gutierrez
Mayor Pro Tem Baca

Alternate Members:

1st Council Member Thornton
2nd Council Member Cabrera

2. Set and approve the reoccurring meetings on the first Tuesday of each month at 3:00 p.m. in the second floor training room at City hall.

A.5. ACCEPTANCE OF CHILD DEVELOPMENT PROGRAM FUNDS FROM THE CALIFORNIA DEPARTMENT OF EDUCATION, CHILD DEVELOPMENT SERVICES, TO OPERATE CHILD CARE SERVICES FOR FISCAL YEAR 2019/20 AND ADOPTION OF THE RESOLUTION TO CERTIFY APPROVAL OF THE GOVERNING BOARD (Report of: Parks & Community Services)

Recommendations:

1. Authorize the acceptance of child development program funds in the amount of \$788,340 and any subsequent amendments for Fiscal Year (FY) 2019/20 from the California Department of Education, Child Development Division, for the purpose of providing school age child care and development services; and
2. Adopt Resolution No. CSD 2019-____. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, certifying approval of the governing board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize designated personnel to sign contract documents for FY 2019/20.

A.6. ACCEPTANCE OF THE FISCAL YEAR 2019 BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AWARD (Report of: Community Development)

Recommendation:

1. Accept the Fiscal Year 2018 Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant Program revised grant award of \$46,875.
2. Accept the Fiscal Year 2019 Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant Program grant award of \$48,570 through the Riverside County Sheriff's Department.
3. Authorize the City Manager, or his designee, to execute for and on behalf of the City of Moreno Valley, agreements and other related documents required by the Bureau of Justice Assistance for participation in the Edward Byrne Memorial Justice Assistance Grant Program, subject to the approval of the City Attorney.
4. Authorize the Chief Financial Officer, or his designee, to make any necessary budget adjustments as recommended in the Fiscal Impact section of this report.

- A.7. Second Reading and Adoption of Ordinance 959, amending Chapters 9.02, 9.08, 9.09 and 9.14 of Title 9 of the Municipal Code (Report of: Community Development)

Recommendation:

Staff recommends that the City Council conduct the second reading by title only and adopt Ordinance No. 959.

- A.8. INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA ADDING SECTION 10.02.115 AND AMENDING SECTION 10.02.010 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE PROHIBITING THE HARASSMENT AND FEEDING OF UNDOMESTICATED BURROS (Report of: Community Development)

Recommendations: That the City Council:

1. Introduce and conduct the first reading of Ordinance ____ adding Section 10.02.115 and amending Section 10.02.010 of the City of Moreno Valley Municipal Code prohibiting the harassment and feeding of undomesticated burros.
 2. Schedule the second reading and adoption of Ordinance ____ for the next regular Council meeting.
- A.9. Adoption of Updated City Rules and Procedures to Implement the California Environmental Quality Act (CEQA) (Report of: Community Development)

Recommendation:

That the City Council APPROVE Resolution 2019-XX, and thereby:

1. CERTIFY that the adoption of the City of Moreno Valley Rules and Procedures for the Implementation of the California Environmental Quality Act is exempt in accordance with CEQA Guidelines based on the common sense exemption, Section 15061(b)(3); and
2. ADOPT the City of Moreno Valley Rules and Procedures for the Implementation of the California Environmental Quality Act based on the findings contained in Resolution 2019-XX and the attached Exhibit A.

A.10. LIST OF PERSONNEL CHANGES (Report of: Human Resources)

Recommendation:

1. Ratify the list of personnel changes as described.

A.11. REPORT OF APPROVED SALARY CHANGES (Report of: Human Resources)

Recommendation:

1. Receive and file the attached Report of Approved Salary Changes.

A.12. AUTHORIZATION TO AMEND GRANT SUPPORT SERVICES AGREEMENT WITH AVANT-GARDE, INC. (Report of: Financial & Management Services)

Recommendations: That the City Council:

1. Amend the Agreement for Professional Services between the City and Avant-Garde, Inc. to provide grant support services.
2. Approve budget adjustments as set forth in the Fiscal Impact section of this report.
3. Authorize the City Manager to execute the Third Amendment, subject to approval as to form by the City Attorney, and subsequent amendments to the Agreement, including the authority to approve purchase orders in accordance with the terms of the Agreement, provided sufficient funding appropriations have been approved by the City Council.

A.13. PAYMENT REGISTER - JULY 2019 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

- A.14. AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO HOT LINE CONSTRUCTION, INC. FOR THE DAY STREET LINE EXTENSION IMPROVEMENTS, PROJECT NUMBER 805 0049 (Report of: Financial & Management Services)

Recommendations:

1. Award the construction contract to Hot Line Construction, Inc., 9020 Brentwood Boulevard, Suite H, Brentwood, CA 94513, the lowest, responsible bidder, for the Day Street Line Extension Project.
2. Authorize the City Manager to execute a contract with Hot Line Construction, Inc.
3. Authorize the issuance of a Purchase Order to Hot Line Construction, Inc. for the amount of \$2,854,680 (\$2,283,744 bid amount plus 25% contingency) when the contract has been signed by all parties.
4. Authorize the Chief Financial Officer/City Treasurer to execute any subsequent related minor change orders to the contract with Hot Line Construction, Inc. up to, but not exceeding, the 25% contingency amount of \$570,936, subject to the approval of the City Attorney.

- A.15. APPROVE AND EXECUTE AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES BETWEEN CITY OF MORENO VALLEY AND BRIGHTON HILL ACADEMY SPORTS AND LEARNING CENTER DBA THE FIRST TEE OF THE INLAND EMPIRE (Report of: Parks & Community Services)

Recommendation:

Approve the Agreement for On-site and/or Professional Services for Brighton Hill Sports Academy (BHA) and Learning Center DBA The First Tee of the Inland Empire (TFTIE).

- A.16. Approve an Agreement for Laserfiche Cloud Subscription Services (Report of: City Clerk)

Recommendation:

That the Mayor and City Council:

Authorize the City Manager to execute a contract to Compulink Management Center, Inc., dba Laserfiche Solutions Group, of Long Beach, CA, for the design, configuration, and implementation an Enterprise Document Management System, subject to the approval of the City Attorney.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

- B.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - CLOSED SESSION OF SEP 3, 2019 4:30 PM (See A.2)

Recommendation: Approve as submitted.

- B.3. MINUTES - REGULAR MEETING OF SEP 3, 2019 6:00 PM (See A.3)

Recommendation: Approve as submitted.

- B.4. APPROVE AND EXECUTE FACILITY LICENSE AGREEMENT BETWEEN CITY OF MORENO VALLEY AND HOUSE OF PRAISE ENTERPRISE DEVELOPMENT CENTER (Report of: Parks & Community Services)

Recommendations:

1. Approve the Facility License Agreement for House of Praise Enterprise Development Center (HOPE).
2. Approve the amended budget as set forth in the Fiscal Impact section of this report.

- B.5. APPROVE AND EXECUTE LICENSE AGREEMENT BETWEEN CITY OF MORENO VALLEY AND RENU HOPE FOUNDATION (Report of: Parks & Community Services)

Recommendation:

1. Approve and execute the License Agreement between the City of Moreno Valley and Renu Hope Foundation.

C. CONSENT CALENDAR - HOUSING AUTHORITY

- C.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - CLOSED SESSION OF SEP 3, 2019 4:30 PM (See A.2)

Recommendation: Approve as submitted.

C.3. MINUTES - REGULAR MEETING OF SEP 3, 2019 6:00 PM (See A.3)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

D.2. MINUTES - CLOSED SESSION OF SEP 3, 2019 4:30 PM (See A.2)

Recommendation: Approve as submitted.

D.3. MINUTES - REGULAR MEETING OF SEP 3, 2019 6:00 PM (See A.3)

Recommendation: Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

E.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

E.2. MINUTES - CLOSED SESSION OF SEP 3, 2019 4:30 PM (See A.2)

Recommendation: Approve as submitted.

E.3. MINUTES - REGULAR MEETING OF SEP 3, 2019 6:00 PM (See A.3)

Recommendation: Approve as submitted.

F. PUBLIC HEARINGS - NONE

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration.

Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Sergeant-at-Arms.

G. GENERAL BUSINESS – NONE

H. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION

I. REPORTS

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

Riverside County Habitat Conservation Agency (RCHCA)

Riverside County Transportation Commission (RCTC)

Riverside Transit Agency (RTA)

Western Riverside Council of Governments (WRCOG)

Western Riverside County Regional Conservation Authority (RCA)

School District/City Joint Task Force

I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

I.3. CITY ATTORNEY'S REPORT

(Informational Oral Presentation - not for Council action)

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY, HOUSING AUTHORITY AND THE BOARD OF LIBRARY TRUSTEES.

ADJOURNMENT

PUBLIC INSPECTION

The contents of the agenda packet are available for public inspection on the City's website at www.moval.org and in the City Clerk's office at 14177 Frederick Street during normal business hours.

Any written information related to an open session agenda item that is known by the City to have been distributed to all or a majority of the City Council less than 72 hours prior to this meeting will be made available for public inspection on the City's website at www.moval.org and in the City Clerk's office at 14177 Frederick Street during normal business hours.

CERTIFICATION

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, certify that 72 hours prior to this Regular Meeting, the City Council Agenda was posted on the City's website at: www.moval.org and in the following three public places pursuant to City of Moreno Valley Resolution No. 2007-40:

City Hall, City of Moreno Valley
14177 Frederick Street

Moreno Valley Library
25480 Alessandro Boulevard

Moreno Valley Senior/Community Center
25075 Fir Avenue

Pat Jacquez-Nares, CMC & CERA
City Clerk

Date Posted: September 12, 2019

TO:

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: September 17, 2019

TITLE: CAFR & PAFR AWARD

RECOMMENDED ACTION

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

None

APPROVALS

TO:
FROM: Pat Jacquez-Nares, City Clerk
AGENDA DATE: September 17, 2019
TITLE: EMPLOYEE OF THE 2ND QUARTER

RECOMMENDED ACTION

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

None

APPROVALS

TO:
FROM: Pat Jacquez-Nares, City Clerk
AGENDA DATE: September 17, 2019
TITLE: CLEAN AIR DAY PROCLAMATION

RECOMMENDED ACTION

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

None

APPROVALS

TO:
FROM: Richard J. Sandzimier, Community Development Director
AGENDA DATE: September 17, 2019
TITLE: ANIMAL SERVICES DIVISION UPDATE

RECOMMENDED ACTION

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

None

APPROVALS

**MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES**

**CLOSED SESSION – 4:30 PM
September 3, 2019**

CALL TO ORDER

The Closed Session of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, and Housing Authority was called to order at 4:34 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

Mayor Gutierrez announced that the City Council receives a separate stipend for CSD meetings.

ROLL CALL

Council:	Dr. Yxstian A. Gutierrez	Mayor
	Victoria Baca	Mayor Pro Tem
	David Marquez	Council Member
	Ulises Cabrera	Council Member
	Dr. Carla J. Thornton	Council Member

PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

Mayor Gutierrez opened the public comments portion of the meeting for items listed on the agenda only. There being no members of the public to come forward to speak, he closed the public comments.

CLOSED SESSION

City Attorney Koczanowicz announced that the City Council would recess to Closed Session to discuss the items as listed on the agenda and that staff did not anticipate any reportable action.

Minutes Acceptance: Minutes of Sep 3, 2019 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATORS

- a) Property: Various Potential Locations
- Agency Negotiators: Thomas DeSantis, Allen Brock, Mike Lee
- Under Negotiation: Location and Terms for Library Satellite Branch Location
- Negotiating Party: Undetermined at this time

2 SECTION 54954.5 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

- a) Property Location: Parcels at Northeast and Northwest corners of Cactus Avenue and Day Street
- City Negotiators: Thomas DeSantis, Allen Brock, Mike Lee
- Under Negotiation: Price and terms of payment
- Negotiating Parties: City of Moreno Valley and Bob Bakshi and Dalip Sethi

- b) Properties: 487-370-015 & 487-370-016
- Agency Negotiators: Thomas DeSantis, Allen Brock, Mike Lee
- Under Negotiation: Price and terms of payment
- Negotiating Parties: City of Moreno Valley and Bob Bakshi and Dalip Sethi

3 SECTION 54957(b)(1) - EMPLOYEE PERFORMANCE EVALUATION

Position: City Clerk

Mayor Gutierrez recessed the City Council to the City Manager's Conference Room, second floor, City Hall, for their Closed Session at 4:35 p.m.

Mayor Pro Tem Baca reconvened the City Council in the Council Chamber from their Closed Session at 5:43 p.m.

REPORT OF ACTION FROM CLOSED SESSION, IF ANY, BY CITY ATTORNEY

City Attorney Koczanowicz announced there was no reportable action taken in Closed Session.

Minutes Acceptance: Minutes of Sep 3, 2019 4:30 PM (CONSENT CALENDAR-CITY COUNCIL)

ADJOURNMENT

There being no further business to come before the City Council, Mayor Pro Tem Baca adjourned the meeting at 5:43 p.m.

Submitted by:

Pat Jacquez-Nares, CMC & CERA
 City Clerk
 Secretary, Moreno Valley Community Services District
 Secretary, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Secretary, Moreno Valley Housing Authority
 Secretary, Board of Library Trustees

Approved by:

Dr. Yxstian A. Gutierrez
 Mayor
 City of Moreno Valley
 President, Moreno Valley Community Services District
 Chairperson, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Chairperson, Moreno Valley Housing Authority
 Chairperson, Board of Library Trustees

MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
September 3, 2019

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. Business Spotlight
 - a) Ben Clymer's The Body Shop
2. Police Officer of the 1st Quarter 2019
3. Miss Moreno Valley Titleholders
4. Proclamation Recognizing National Preparedness Month

**MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY AS SUCCESSOR AGENCY FOR THE
COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
MORENO VALLEY HOUSING AUTHORITY
BOARD OF LIBRARY TRUSTEES**

**REGULAR MEETING – 6:00 PM
September 3, 2019**

CALL TO ORDER

The Joint Meeting of the City Council, Community Services District, City as Successor Agency for the Community Redevelopment Agency of the City of Moreno Valley, Moreno Valley Housing Authority, Moreno Valley Public Financing Authority and the Board of Library Trustees was called to order at 6:05 p.m. by Mayor Gutierrez in the Council Chamber located at 14177 Frederick Street.

Mayor Gutierrez announced that the City Council receives a separate stipend for CSD meetings.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Frank Wright.

INVOCATION

Pastor Gabriel Carlson, Moreno Christian Assembly

ROLL CALL

Council:	Dr. Yxstian A. Gutierrez	Mayor
	Victoria Baca	Mayor Pro Tem
	David Marquez	Council Member
	Ulises Cabrera	Council Member
	Dr. Carla J. Thornton	Council Member

INTRODUCTIONS

Staff:	Pat Jacquez-Nares	City Clerk
	Jessica Lambarena	Administrative Assistant
	Marshall Eyerman	Chief Financial Officer/City Treasurer
	Martin Koczanowicz	City Attorney

Minutes Acceptance: Minutes of Sep 3, 2019 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

Tom DeSantis	City Manager
Allen Brock	Assistant City Manager
Mike Lee	Economic Development Director
Patty Nevins	Planning Official
Michael Koehler	Lt. Administration/Division Commander
Kathleen Sanchez	Human Resources Director
Patti Solano	Parks and Community Services Director
Michael Wolfe	Public Works Director/City Engineer

JOINT CONSENT CALENDARS (SECTIONS A-E)

Mayor Gutierrez opened the Consent Agenda items for public comments, none were received.

RESULT: APPROVED [UNANIMOUS]
MOVER: Victoria Baca, Mayor Pro Tem
SECONDER: David Marquez, Council Member
AYES: Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Dr. Carla J. Thornton

A. CONSENT CALENDAR-CITY COUNCIL

A.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

A.2. City Council - Closed Session - Aug 20, 2019 4:30 PM

Recommendation: Approve as submitted.

A.3. City Council - Regular Meeting - Aug 20, 2019 6:00 PM

Recommendation: Approve as submitted.

A.4. MAYORAL APPOINTMENT TO THE LIBRARY COMMISSION (Report of: City Clerk)

Recommendation:

1. Receive and confirm the following Mayoral appointment:

LIBRARY COMMISSION

<u>Name</u>	<u>Position</u>	<u>Term</u>
James Harris	Member	Ending 06/30/22

Minutes Acceptance: Minutes of Sep 3, 2019 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

A.5. RECEIPT OF QUARTERLY INVESTMENT REPORT FOR THE QUARTER ENDED JUNE 30, 2019 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Quarterly Investment Report for quarter ended June 30, 2019, in compliance with the City's Investment Policy.

A.6. LIST OF PERSONNEL CHANGES (Report of: Human Resources)

Recommendation:

1. Ratify the list of personnel changes as described.

A.7. APPROVAL OF FIRST AMENDMENT TO THE AGREEMENT WITH WILLDAN TO PREPARE A DEVELOPMENT IMPACT FEE UPDATE (AGMT. NO. 2019-86-01) (Report of: Financial & Management Services)

Recommendations:

1. Approve First Amendment to the Agreement to examine any potential fee modifications as part of the preparation of a Development Impact Fee Study for a total contract amount not to exceed \$75,000.
2. Authorize the City Manager to execute the First Amendment to the Agreement with the above-mentioned contractor.
3. Approve budget adjustments as set forth in the Fiscal Impact section of this report.
4. Authorize the Chief Financial Officer to issue various purchase orders upon execution of the First Amendment to the Agreement.
5. Authorize the City Manager to execute subsequent Amendments to the Agreement within Council approved annual budgeted amounts, including the authority to authorize the associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney.

A.8. PEN17-0014 (TR 31621) – APPROVE TRACT MAP 31621 LOCATED ON TRANQUIL WAY EAST OF HUBBARD STREET. DEVELOPER: METRIC HOMES, LLC (Report of: Public Works)

Recommendations:

1. Approve Tract Map 31621.
2. Authorize the City Clerk to sign the map and transmit said map to the

County Recorder's Office for recordation.

- A.9. ADOPT RESOLUTION CREATING A PARKS AND COMMUNITY SERVICES COMMITTEE (RESO. NO. 2019-53) (Report of: City Manager)

Recommendation:

1. Adopt Resolution No. 2019-53, of the City of Moreno Valley, California, Creating the Parks and Community Services Committee, with appointments to be ratified at a future meeting of the City Council.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

- B.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- B.2. MINUTES - CLOSED SESSION OF AUG 20, 2019 4:30 PM (See A.2)

Recommendation: Approve as submitted.

- B.3. MINUTES - REGULAR MEETING OF AUG 20, 2019 6:00 PM (See A.3)

Recommendation: Approve as submitted.

C. CONSENT CALENDAR - HOUSING AUTHORITY

- C.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- C.2. MINUTES - CLOSED SESSION OF AUG 20, 2019 4:30 PM (See A.2)

Recommendation: Approve as submitted.

- C.3. MINUTES - REGULAR MEETING OF AUG 20, 2019 6:00 PM (See A.3)

Recommendation: Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

- D.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- D.2. MINUTES - CLOSED SESSION OF AUG 20, 2019 4:30 PM (See A.2)

Recommendation: Approve as submitted.

- D.3. MINUTES - REGULAR MEETING OF AUG 20, 2019 6:00 PM (See A.3)

Recommendation: Approve as submitted.

E. CONSENT CALENDAR - PUBLIC FINANCING AUTHORITY

- E.1. ORDINANCES - READING BY TITLE ONLY - THE MOTION TO ADOPT AN ORDINANCE LISTED ON THE CONSENT CALENDAR INCLUDES WAIVER OF FULL READING OF THE ORDINANCE.

Recommendation: Waive reading of all Ordinances.

- E.2. MINUTES - CLOSED SESSION OF AUG 20, 2019 4:30 PM (See A.2)

Recommendation: Approve as submitted.

- E.3. MINUTES - REGULAR MEETING OF AUG 20, 2019 6:00 PM (See A.3)

Recommendation: Approve as submitted.

F. PUBLIC HEARINGS - NONE**G. GENERAL BUSINESS**

- G.1. A Municipal Code Amendment to expand the current noticing requirements, and delete required findings for conformity with the redevelopment plan. (ORD. NO. 959) (Report of: Community Development)

Planning Official Nevins provided the report.

Recommendations: That the City Council:

1. Introduce and conduct the first reading of Ordinance 959 amending Chapters 9.02, 9.08, 9.09 and 9.14 of Title 9 of the City of Moreno Valley Municipal Code to expand the current public hearing notice requirements from 300 feet to 600 feet, and amending Chapter 9.02 to delete required Plot Plan and Conditional Use Permit findings pertaining to Redevelopment Plans.

2. Schedule the second reading and adoption of Ordinance 959 for the next regular Council meeting.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Victoria Baca, Mayor Pro Tem
SECONDER:	Dr. Carla J. Thornton, Council Member
AYES:	Dr. Yxstian A. Gutierrez, Victoria Baca, David Marquez, Ulises Cabrera, Dr. Carla J. Thornton

H. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - NONE

PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Aileen Flores, SCE

1. Representing Southern California Edison, she provided an update on their wildfire mitigation plan.

Barbara Baxter

1. Invited everyone to the Equine Disaster Preparedness Expo on September 21, 2019.
2. Noted that the Trail Seekers received a grant from Southern California Edison for improvements to the Equestrian Center.

Carolyn Brodeur

1. Suggested that the car pool lane on the 60 West Freeway be reclassified as a general traffic lane.

Martin Wallace

1. Encouraged everyone to be mindful of the reduced speed limits in the Badlands resulting from the truck lanes improvement project.

Louise Palomarez

1. Critical of Council Member Marquez.

I. REPORTS

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC) - Mayor Pro Tem Baca

Mayor Pro Tem Baca provided the following:

Tonight, I'm providing an update from the March Joint Powers Commission meeting held on August 28th.

At that meeting, the Commission approved an extension of the Memorandum of Understanding with Hillwood to September of 2020. Hillwood is moving through the CEQA process to develop two industrial buildings (totaling approximately 2.2 million square feet) on a vacant parcel west of the March Inland Port Airport.

Riverside County Habitat Conservation Agency (RCHCA) - None

Riverside County Transportation Commission (RCTC) - None

Riverside Transit Agency (RTA) - None

Western Riverside Council of Governments (WRCOG) - None

Western Riverside County Regional Conservation Authority (RCA) - None

School District/City Joint Task Force - None

I.2. CITY MANAGER'S REPORT

(Informational Oral Presentation - not for Council action)

City Manager DeSantis thanked the City Council for unanimously approving the creation of the Parks and Community Services Sub-Committee.

I.3. CITY ATTORNEY'S REPORT - NONE

(Informational Oral Presentation - not for Council action)

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, CITY AS SUCCESSOR AGENCY FOR THE COMMUNITY REDEVELOPMENT AGENCY, HOUSING AUTHORITY AND THE BOARD OF LIBRARY TRUSTEES.

Council Member Thornton

1. As a result of recent accidents, she reminded residents to drive safely and slowly.
2. Encouraged residents to apply for appointment to the City's Boards and Commissions.

Council Member Marquez

1. Reminded everyone of the upcoming Military Annual Picnic on September 7, 2019.
2. Attended the 2019 Veterans Mental Health Summit and expressed a need for increased outreach, as a number of the attendees were unaware of the resources available.

Council Member Cabrera

1. Reminded residents of upcoming City events.

2. In observance of the recent Labor Day holiday, he acknowledged City staff for all that they accomplish.

Mayor Pro Tem Baca

1. Invited everyone to El Grito on September 15, 2019.
2. Urged residents to bring their children to Youthfest on September 7, 2019.
3. Announced that a cleanup event is scheduled for September 7, 2019 on Sunnymead Boulevard.
4. Commended first responders for their assistance with the recent spate of violence affecting the City.

Mayor Gutierrez

1. Remarked that key points of the State of the City address were the creation of 20,000 new jobs in the past six years, the increased funding for Public Safety, and a commitment to improving the roads.
2. Attended the MovaLearns kickoff event at Moreno Valley City College.
3. Announced that the Citizens Guidebooks were available for residents.
4. Praised the Public Safety team and suggested that residents report issues.

ADJOURNMENT

There being no further business to come before the City Council, Mayor Gutierrez adjourned the meeting at 6:34 p.m.

Submitted by:

Pat Jacquez-Nares, CMC & CERA
 City Clerk
 Secretary, Moreno Valley Community Services District
 Secretary, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Secretary, Moreno Valley Housing Authority
 Secretary, Board of Library Trustees
 Secretary, Public Finance Authority

Approved by:

Dr. Yxstian A. Gutierrez
 Mayor
 City of Moreno Valley
 President, Moreno Valley Community Services District
 Chairperson, City as Successor Agency for the Community
 Redevelopment Agency of the City of Moreno Valley
 Chairperson, Moreno Valley Housing Authority
 Chairperson, Board of Library Trustees
 Chairperson, Public Financing Authority



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk

AGENDA DATE: September 17, 2019

TITLE: APPROVAL OF PARKS AND COMMUNITY SERVICES COMMITTEE PRIMARY AND ALTERNATE MEMBERS AND THE MEETING SCHEDULE

RECOMMENDED ACTION

Recommendation:

1. Confirm the recommended primary and alternate committee members as follows:

Primary Members:

Mayor Gutierrez
Mayor Pro Tem Baca

Alternate Members:

1st Council Member Thornton
2nd Council Member Cabrera

2. Set and approve the reoccurring meetings on the first Tuesday of each month at 3:00 p.m. in the second floor training room at City hall.

SUMMARY

The Mayor and City Council at their September 3, 2019 meeting adopted Resolution No. 2019-53 amended the rules of procedure for City Council meetings to create a Parks and Community Services Committee. The Parks and Community Services Committee shall consider matters pertaining to parks, recreation and community services issues and shall make recommendations to the City Council. The Parks and Community Services Committee shall be a standing subcommittee of the City Council known as the Parks and Community Services Committee. The committee shall consist of two (2) Council members appointed by the Mayor and confirmed by the City Council. Therefore, it is recommended that the City Council confirm the primary and alternate committee members as listed above and approve the meeting schedule set for every first Tuesday of the month at 3:00 p.m. in the second floor training room at City hall.

FISCAL IMPACT

There is no fiscal impact anticipated.

NOTIFICATION

Posting of the agenda.

PREPARATION OF STAFF REPORT

Prepared by:
Pat Jacquez-Nares
City Clerk

Department Head Approval
Pat Jacquez-Nares
City Clerk

CITY COUNCIL GOALS

Advocacy. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. Reso. No. 2019-53 - Parks and Community Services Committee

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/11/19 5:59 PM
City Attorney Approval	<u>✓ Approved</u>	9/12/19 2:08 PM
City Manager Approval	<u>✓ Approved</u>	9/12/19 2:14 PM

RESOLUTION NO. 2019-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MORENO VALLEY, CALIFORNIA, AMENDING RULES OF
PROCEDURE FOR CITY COUNCIL MEETINGS TO
CREATE A PARKS AND COMMUNITY SERVICES
COMMITTEE

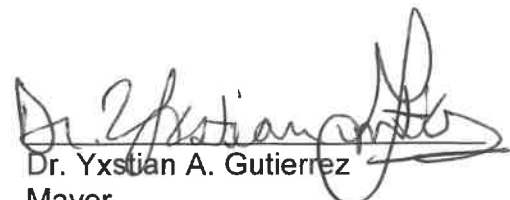
WHEREAS, Section 9.3 of the City of Moreno Valley Municipal Code provides for the process for City Council to create additional standing committees by amending the Rules of Procedure by Resolution; and

WHEREAS, the City Council desires to create a Parks and Community Services Committee.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

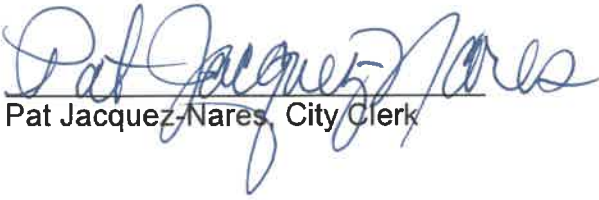
1. Section 9.3 of The Rules of Procedure for City Council Meetings and Related Functions and Activities is renumbered to be Section 9.4 without any changes to its wording.
2. New Section 9.3 is hereby added as follows:
9.3 PARKS AND COMMUNITY SERVICES COMMITTEE
 There shall be a standing committee of the City Council known as the Parks and Community Services Committee. The committee shall consist of two (2) Council members appointed by the Mayor and confirmed by the City Council. The Parks and Community Services Committee shall consider matters pertaining to the parks, recreation and community services issues and shall make recommendations to the City Council.
3. This amendment to the Rules of Procedure for City Council Meetings and Related Functions and Activities shall become effective immediately upon adoption.

APPROVED AND ADOPTED this 3rd day of September 2019

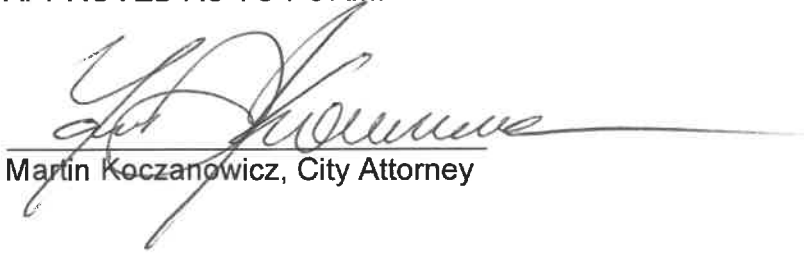

 Dr. Yxstian A. Gutierrez
 Mayor
 City of Moreno Valley

1
 Resolution No. 2019-53
 Date Adopted: Sept. 3, 2019

ATTEST:


Pat Jacquez-Nares, City Clerk

APPROVED AS TO FORM:


Martin Koczanowicz, City Attorney

Resolution No. 2019-53
Date Adopted: Sept. 3, 2019

Attachment: Reso. No. 2019-53 - Parks and Community Services Committee (3747 : Parks and Community Services Committee Member

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2019-53 was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 3rd day of September, 2019 by the following vote:

AYES: Council Member Thornton, Council Member Cabrera, Council Member Marquez, Mayor Pro Tem Baca and Mayor Gutierrez

NOES: None

ABSENT: None

ABSTAIN: None

(Council Members, Mayor Pro Tem and Mayor)


PAT JACQUEZ-NARES, CITY CLERK

(SEAL)

3
Resolution No. 2019-53
Date Adopted: Sept. 3, 2019

Attachment: Reso. No. 2019-53 - Parks and Community Services Committee (3747 : Parks and Community Services Committee Member



Report to City Council

TO: Mayor and City Council
 Mayor and City Council Acting in its Capacity as
 President and Members of the Board of Directors of the
 Moreno Valley Community Services District (CSD)

FROM: Patti Solano, Parks & Community Services Director

AGENDA DATE: September 17, 2019

TITLE: ACCEPTANCE OF CHILD DEVELOPMENT PROGRAM
 FUNDS FROM THE CALIFORNIA DEPARTMENT OF
 EDUCATION, CHILD DEVELOPMENT SERVICES, TO
 OPERATE CHILD CARE SERVICES FOR FISCAL YEAR
 2019/20 AND ADOPTION OF THE RESOLUTION TO
 CERTIFY APPROVAL OF THE GOVERNING BOARD

RECOMMENDED ACTION

Recommendations:

1. Authorize the acceptance of child development program funds in the amount of \$788,340 and any subsequent amendments for Fiscal Year (FY) 2019/20 from the California Department of Education, Child Development Division, for the purpose of providing school age child care and development services; and
2. Adopt Resolution No. CSD 2019-____. A resolution of the Moreno Valley Community Services District of the City of Moreno Valley, California, certifying approval of the governing board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize designated personnel to sign contract documents for FY 2019/20.

SUMMARY

This report recommends the acceptance of Child Development Program Funds to continue operation of A Child's Place licensed after school child care program. This program is supported by child development funds, parent fees, and food program revenue. Child development operating revenue is a combination of federal and state

funding.

DISCUSSION

The focus of the initial program application submitted by the City of Moreno Valley Parks and Community Services Department was based on the high demand assessed by the Department within its own programs. This included the need for after school care during the traditional school year and full day care on school vacation days. The program utilizes five elementary schools: Creekside, Sunnymead, Rainbow Ridge, and Armada during the school year and Red Maple during school breaks.

A Child's Place program serves low-income parents who work or go to school, and accommodates up to 142 children from kindergarten through 12 years of age. The program, in effect since January of 1997, fosters the healthy social and emotional development of every child by providing activities, schedules, materials, and equipment to ensure that children are both challenged and successful. Programming for the students includes a nutritious daily snack, arts and crafts, indoor and outdoor games, story time, homework time, and social time. The program also includes field trips with bus transportation, parent conferences, and special parenting classes and programs on topics including health issues, substance abuse, nutrition, personal safety, community awareness, literacy, and more. The program works closely with parents and school site staff to incorporate applicable school rules into the program and provide emotional support for children.

A Child's Place operates at school sites under the "modified traditional" school schedule, between the hours of 11:30 a.m. and 6:00 p.m. on school days, and 7:00 a.m. to 6:00 p.m. on school vacation days, Monday through Friday.

As part of the City's policy, the City Council must formally accept this funding from the California Department of Education, Child Development Services and adopt the corresponding resolution.

ALTERNATIVES

1. Approve the recommendations as listed in this staff report. ***Staff recommends this alternative as it will allow for continued child care and development services to school age children.***
2. Do not approve the recommendations as listed in this staff report. ***Staff does not recommend this alternative as it will eliminate child care and development services to school age children.***

FISCAL IMPACT

The proposed child development contract funds expenditures on a cost reimbursement basis. **Program funds, as well as program fees and food program revenue, are used to provide licensed school age child care and development services, and**

are restricted to this program. There is no impact to the General Fund. This program is budgeted in the FY 2019/20 Operating Budget (2201-50-92-75011). No budget adjustments are required.

Note that program funds are fully expended during each fiscal year.

NOTIFICATION

Posting of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Sandra Briño
Senior Management Analyst

Department Head Approval:
Patti Solano
Parks and Community Services Director

CITY COUNCIL GOALS

Revenue Diversification and Preservation. Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

CITY COUNCIL STRATEGIC PRIORITIES

1. **Economic Development**
2. **Public Safety**
3. **Library**
4. **Infrastructure**
5. **Beautification, Community Engagement, and Quality of Life**
6. **Youth Programs**

Objective 5.5: Promote a healthy community and lifestyle.

Objective 6.2: Improve health, wellness and fitness for Moreno Valley youth through recreation and sports programs.

ATTACHMENTS

1. Resolution for Child Development Program Funds from Ca Dept of Education

2. CCTR-9167

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/05/19 4:29 PM
City Attorney Approval	<u>✓ Approved</u>	9/11/19 2:15 PM
City Manager Approval	<u>✓ Approved</u>	9/11/19 2:21 PM

RESOLUTION NO. CSD 2019-__

A RESOLUTION OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, CERTIFYING APPROVAL OF THE GOVERNING BOARD TO ENTER INTO THIS TRANSACTION WITH THE CALIFORNIA DEPARTMENT OF EDUCATION FOR THE PURPOSE OF PROVIDING CHILD CARE AND DEVELOPMENT SERVICES AND TO AUTHORIZE DESIGNATED PERSONNEL TO SIGN CONTRACT DOCUMENTS FOR FY 2019/20

WHEREAS, the Moreno Valley Community Services District Board of Directors desires to provide school age child care services to the citizens of Moreno Valley during FY 2019/20; and

WHEREAS, the Moreno Valley Community Services District Board of Directors further desires to enter into this transaction with the California Department of Education for the purpose of providing child care and development services; and

WHEREAS, the Moreno Valley Community Services District Board of Directors authorizes the persons serving in the positions listed below to sign contract documents for the Governing Board

Titles

Parks & Community Services Director

Parks & Community Services Deputy Director

Chief Financial Officer/City Treasurer

NOW, THEREFORE, THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS:

1. Accept child development program funds from the California Department of Education, Child Development Division, in the amount of \$788,340 and any subsequent funding through future amendments to provide child care services for FY 2019/20; and
2. Adopt a resolution to certify the approval of the Governing Board to enter into contract number CCTR-9167 and any subsequent amendments for FY 2019/20, with the California Department of

Education for the purpose of providing child care and development services; and

- 3. Authorize designated personnel to sign contract documents on behalf of the Governing Board for FY 2019/20.

APPROVED AND ADOPTED this 17th day of September, 2019.

 Mayor of the City of Moreno Valley,
 acting in the capacity of President of the Board
 of Directors of the Moreno Valley Community
 Services District

ATTEST:

 City Clerk, acting in the capacity of
 Secretary of the Moreno Valley
 Community Services District

APPROVED AS TO FORM:

 City Attorney, acting in the capacity
 of General Legal Counsel of the Moreno
 Valley Community Services District

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. CSD 2019-__ was duly and regularly adopted by the Board of Directors of the Moreno Valley Community Services District of the City of Moreno Valley at a regular meeting held on the 17th day of September, 2019, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

(SEAL)

3
Resolution No. CSD 2019-__
Date Adopted: September 17, 2019

Attachment: Resolution for Child Development Program Funds from Ca Dept of Education (3742 : ACCEPTANCE OF CHIL D DEVELOPMENT

**California Department of Education (CDE)
DIRECTIONS AND FORMS
FOR
CHILD CARE AND DEVELOPMENT CONTRACTS**

Please read the entire document carefully. This document contains:

- Directions for Contract Execution (page 2)
- Issues that will Delay Contract Execution (page 3)
- Resolution/Signature Authority (page 4)
- Sample Resolution (page 5)
- Frequently Asked Questions (pages 6-7)
- Checklist (page 8)
- Contractor Certification Clauses (CCC-04-2017) (pages 9-12)
- California Civil Rights Laws Certification (CO-005) (page 13)
- Federal Certifications CO.8 (page 14-15)
- Contract (page 16-17)

DIRECTIONS FOR CONTRACT EXECUTION

1. Review the Funding Terms and Conditions (FT&C), applicable Program Requirements, and the General Terms and Conditions (GTC 04/2017). If you are a State Agency or University, review the General Terms and Conditions for Interagency Agreements (GIA 610).

All of the above can be found at the following link:

<http://www.cde.ca.gov/fg/aa/cd/ftc2019.asp>

2. Print **two (2) copies of this document** beginning with the CCC 04/2017 (pages 9-17), **single-sided only**. Do not alter documents in any way.
 - a. Confirm that the printed pages are legible. If the contract language is cut off at the margin, follow the link below to correct the problem:
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
3. Have **both** copies of the contract and all required documents filled out completely and signed by the authorized official.
 - Sign documents in **blue ink** only;
 - **Contracts signed in black ink, stamped signatures, or copies will NOT be accepted.**
 - Print name, title, and address where requested.
4. **Public agencies only** - Attach a copy of a resolution by the local governing body authorizing the execution of **each** contract.
 - **Contracts will not be executed prior to board approval.**
5. Mail (e-mail not accepted) signed contracts and all completed documents as *soon as possible* to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901**

ISSUES THAT DELAY CONTRACT EXECUTION

The following issues will delay contract execution and payment:

- Documents are unsigned, incomplete, or not returned.
- Contracts are mailed to the incorrect address.
- Contracts are e-mailed.
- The contract is not signed with original signatures in *blue ink*.
- The contract was printed illegibly, double-sided, or formatting has been changed.
- The contract was printed with the left side cut-off and language missing.
- The individual signing the contracts does not have signature authority to enter into contractual agreements with the CDE.

RESOLUTION/SIGNATURE AUTHORITY

PUBLIC AGENCIES

According to the *State Contracting Manual, Volume 1*, when one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by one of the following documents from the local governing body authorizing execution of the agreement:

- Board resolution; or
- Board minutes; or
- Board policy

Please submit one resolution per contract type.

County Offices of Education

A resolution is not required ***IF*** the County Superintendent signs the contract. If anyone else signs, signature authority is required.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

PRIVATE AGENCIES

Generally, the Executive Director, Owner, President, etc. are the authorized signers. *If an individual with a different title than above signs the contract*, provide one of the following indicating the signee has the authority to enter into and sign contractual agreements with the CDE:

- Letter on company letterhead;
- Board Resolution; or
- Board Minutes

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2019-2020.

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

authorizes entering into local agreement number _____ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 2019, by the
Governing Board of _____
of _____ County, in the State of California.

I, _____, Clerk of the Governing Board of
_____, of _____, County, in the
State of California, certify that the foregoing is a full, true and correct copy of a resolution
adopted by the said Board at a _____ meeting thereof held at a
regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

Attachment: CCTR-9167 (3742 : ACCEPTANCE OF CHILD DEVELOPMENT PROGRAM FUNDS FROM THE CALIFORNIA DEPARTMENT OF

FREQUENTLY ASKED QUESTIONS

BOARD RESOLUTIONS/SIGNATURE AUTHORITY

Do I need to provide a resolution and signature authority for an original contract?

Public Agency

Yes, you need a resolution authorizing the contract. You also need to provide signature authority for the person signing the contract, if someone other than the Superintendent signs. See the sample provided on the previous page.

Private Agency

The CDE does not require a resolution from a private agency. However, if an employee who is not the Executive Director, Owner, or President, etc. has signed the contract, signature authority is required. This can be provided by a resolution or letter on letterhead from the Executive Officer.

Do I need a resolution for an amendment?

If the resolution for the original contract specified the contract amount, a resolution containing the amended contract amount is required.

In addition, signature authority will be required if the person signing the amendment was not included as an authorized signer on the original resolution.

I work for a County Superintendent of Schools. Does my contract need a resolution?

Because County Superintendents have the authority to enter into contracts without board approval, a resolution is not required *IF* the County Superintendent signs the contract.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

CONTRACT COPIES

Can we e-mail copies of the signed contract?

No. CDE can only accept contracts with original signatures at this time.

Why do I have to make two copies of the contract?

So that once the contract is executed, CDE can send you a signed original.

FEDERAL ID NUMBER

What is my Federal ID number?

An Employer Identification Number (EIN) is also known as a Federal Tax Identification

Number, and is used to identify a business entity. Use this number to fill in the CCC-4/2017 form.

PRINTING ERRORS

What is a misprint?

A misprint occurs when the contract is printed illegibly, double-sided, or a change has been made to the formatting. Common examples are:

- The text on the left margin of the contract has been cut off. Fix problem here:
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
- Toner issues cause the print to be illegible.
- The contract has been printed double-sided.
- Space has been added or deleted.

If this occurs, and the contract is sent to CDE, you will receive an e-mail asking you to re-print, re-sign and return a correctly printed contract. Contracts that have been altered in any way are unacceptable.

CONTACT INFORMATION

When should I contact the Contracts Office?

If you have a question regarding the status of the contract or questions about any of the attached documents, please contact Favio Flores at: FFlores@cde.ca.gov

For questions regarding contract terms such as MDO, MRA, etc., contact the assigned Fiscal Analyst or EESD Consultant.

Direct all contract correspondence to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901**

CONTRACT CHECKLIST

Please note that every form is required.

Contractor name _____ Contract # _____

Place a check mark next to each item being returned.

- Checklist
- Two (2)** signed (in **blue ink**) child care contracts with original signatures
 - **Did you include your printed name, title, and address?**
 - **Is all of the contract language visible?**
- Two (2)** signed Contractor Certification Clauses (CCC-4/2017)
 - **Did you fill in ALL spaces including Federal ID Number?**
- Two (2)** signed California Civil Rights Laws Certifications (CO-005)
- Board resolution or minutes authorizing execution of contract and/or authorizing delegation of authority (if applicable)

Mail all signed contracts and completed documents *as soon as possible* to:

**Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901**

Attachment: CCTR-9167 (3742 : ACCEPTANCE OF CHILD DEVELOPMENT PROGRAM FUNDS FROM THE CALIFORNIA DEPARTMENT OF

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's

Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

Attachment: CCTR-9167 (3742 : ACCEPTANCE OF CHILD DEVELOPMENT PROGRAM FUNDS FROM THE CALIFORNIA DEPARTMENT OF

CO.8 (REV. 5/07)

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check [] if there are workplaces on file that are not identified here.

**DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)**

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	

SIGNATURE	DATE



DATE: July 01, 2019

CONTRACT NUMBER: CCTR-9167

PROGRAM TYPE: GENERAL CHILD CARE & DEV PROGRAMS

PROJECT NUMBER: 33-2186-00-9

LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

CONTRACTOR'S NAME: CITY OF MORENO VALLEY

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC 04/2017)*; the GENERAL CHILD CARE AND DEVELOPMENT PROGRAM REQUIREMENTS*; and the FUNDING TERMS AND CONDITIONS (FT&C)*, which are by this reference made a part of this Agreement. Where the GTC 04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2019 through June 30, 2020. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$47.98 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$788,340.00.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Requirement 16,432.0
Minimum Days of Operation (MDO) Requirement 251

Any provision of this Agreement found to be in violation of Federal and State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at https://www.cde.ca.gov/fg/aa/cd/ftc2019.asp

Table with columns for STATE OF CALIFORNIA and CONTRACTOR, including fields for signature, name, title, amount, and program details.

Attachment: CCTR-9167 (3742 : ACCEPTANCE OF CHILD DEVELOPMENT PROGRAM FUNDS FROM THE CALIFORNIA DEPARTMENT OF

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 193,328	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 13609-2186	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 193,328	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 88,871	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 15136-2186	FC# 93.575	PC# 000324	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 88,871	ITEM 30.10.020.001 6100-194-0890	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-5025 Rev-8290			

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 506,141	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23254-2186			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 506,141	ITEM 30.10.020.001 6100-194-0001	CHAPTER B/A	STATUTE 2019	FISCAL YEAR 2019-2020
	OBJECT OF EXPENDITURE (CODE AND TITLE) 706 SACS: Res-6105 Rev-8590			

Attachment: CCTR-9167 (3742 : ACCEPTANCE OF CHILD DEVELOPMENT PROGRAM FUNDS FROM THE CALIFORNIA DEPARTMENT OF

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above. SIGNATURE OF ACCOUNTING OFFICER	T.B.A. NO.	B.R. NO.
	DATE	



Report to City Council

TO: Mayor and City Council

FROM: Allen Brock, Assistant City Manager

AGENDA DATE: September 17, 2019

TITLE: ACCEPTANCE OF THE FISCAL YEAR 2019 BUREAU OF JUSTICE ASSISTANCE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM AWARD

RECOMMENDED ACTION

Recommendation:

1. Accept the Fiscal Year 2018 Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant Program revised grant award of \$46,875.
2. Accept the Fiscal Year 2019 Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant Program grant award of \$48,570 through the Riverside County Sheriff's Department.
3. Authorize the City Manager, or his designee, to execute for and on behalf of the City of Moreno Valley, agreements and other related documents required by the Bureau of Justice Assistance for participation in the Edward Byrne Memorial Justice Assistance Grant Program, subject to the approval of the City Attorney.
4. Authorize the Chief Financial Officer, or his designee, to make any necessary budget adjustments as recommended in the Fiscal Impact section of this report.

SUMMARY

This report recommends acceptance of the revised grant award for FY2018 Bureau of Justice Assistance (BJA) Edward Byrne Memorial Justice Assistance Grant Program (JAG), and acceptance of the FY 2019 JAG conditional grant award in the amount of \$48,570. As with prior JAG funding awards, the funds will be used to support the Code and Neighborhood Services Weekend Code Enforcement Program.

DISCUSSION

The U.S. Department of Justice, through the Office of Justice Programs, provides federal leadership for the development of programs nationally aimed at preventing and suppressing crime. This effort is carried out through the formation of partnerships with other federal, state and local agencies. Additionally, the Office of Justice administers grants that assist states, tribes and local governments to focus on programs that address youth crime, substance abuse, family violence and other enforcement needs, prosecution of offenders, crime prevention and education of the community. As the funding allocated by the federal government goes to the states and subsequently the states provide allocations through the regions, the funding is considered conditional as the initial allocation to California is not yet confirmed.

In February 2018, the City received notice through the BJA Program Coordinator that all FY2017 JAG awards were being held in abeyance. DOJ Management suspended the FY2017 JAG awards related to possible litigation for certain jurisdictions alleged to have been in conflict with JAG award conditions. The City was not identified as a potential jurisdiction. DOJ did not give a date for when the awards would be reinstated.

Concurrently, the City fully expensed its FY2016 JAG award ending in March 2018. With no JAG funding for the remainder of FY17/18, Code and Neighborhood Services funded the last quarter's activities out of its FY17/18 operating budget. With funding and reimbursement restored, the expected FY2017 JAG balance of \$42,899.29 is included in the budget adjustments as outlined below.

In January 2019, the City received notice from one of its grant fiscal agents, City of Riverside Police Department, that the provided FY2018 JAG allocations during the solicitation and application period were erroneous. At its meeting of September 4, 2018, the City Council approved acceptance of the FY2018 JAG award (item A.12 on the agenda) of \$42,900.00. The revised grant award is actually \$46,875, an increase of \$3,975.00. This report recommends the acceptance of the revised grant award.

For 2019, the JAG program has conditionally allocated a total of \$433,959 to Riverside County and participating cities, including the \$48,570 conditionally awarded to the City of Moreno Valley. The City is classified as a sub-grantee due to our programs that include emphasis on crime prevention through enforcement efforts. Moreno Valley's Code and Neighborhood Services Division is proposing the continued use of JAG funding for the City's Weekend Code Enforcement Program. Code enforcement services, including weekend days, is a key to combating neighborhood blight, unpermitted activities and serves as a deterrent to thwart crime. It is a deliberate decision that any lax in addressing code and neighborhood service demands could put the City at risk of higher incidents of crime and blighted property conditions.

The City, therefore, has applied for JAG allocations annually since 2009 to help shore up the cost of these desired services. The City has been successful and has received regular annual awards. Through the JAG Program, the City has benefitted from approximately \$626,157 in awards in support of the City's Weekend Code Enforcement

Program. This strategy is in direct alignment with the Council’s desire to identify and pursue alternate funding sources whenever possible.

Code and Neighborhood Services expends the grant award annually to fund two, part-time Code Officers currently assigned to the Weekend Code Enforcement Program.

ALTERNATIVES

1. Accept the FY2018 JAG revised grant award, accept the FY 2019 BJA Edward Byrne Memorial JAG grant award and approve any necessary budget adjustments. *This alternative will allow the City to receive FY 2019 BJA Edward Byrne Memorial JAG funding which will allow Code and Neighborhood Services to continue the Weekend Code Enforcement Program activities and ongoing efforts to reduce crime in the community. **Staff recommends this alternative.***
2. Do not accept the FY2018 JAG revised grant award, or accept the FY 2019 BJA Edward Byrne Memorial JAG grant award. *This alternative will prohibit the City from receiving FY 2019 BJA Edward Byrne Memorial JAG funding which will hinder the continuation of the Weekend Code Enforcement program activities and efforts to reduce crime in the community. **Staff does not recommend this alternative.***

FISCAL IMPACT

This grant has no requirement for matching funds. All approved expenses are reimbursed by the grant, therefore, it is cost neutral to the City and there is no impact to the General Fund.

As noted in the discussion above, the award of the grant is contingent upon the federal allocation of funding to the State and then allocation by the State to the regions. All approved expenses are expected to be reimbursed by the grant award.

Acceptance of this grant award will necessitate the adjustments outlined below.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY19/20 Budget	Proposed Adjustments	FY19/20 Amended Budget
Receipt of Grant	JAG	2715-20-26-72115-485000	Rev	\$18,370	\$95,445	\$113,815
		GR JAG 18 – CODE		\$42,900	\$3,975	\$46,875
		GR JAG 19 – CODE		\$0	\$48,570	\$48,570
Salaries-Temporary	JAG	2715-20-26-72115-611310	Exp	\$18,370	\$ 95,445	\$113,815
		GR JAG 18 – CODE		\$42,900	\$3,975	\$46,875
		GR JAG 19 – CODE		\$0	\$48,570	\$48,570

NOTIFICATION

Publication of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Michael Cook
Interim Code and Neighborhood Services Division Manager

Department Head Approval:
Allen D. Brock
Assistant City Manager

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. JAG 19 Interlocal Agreement

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/11/19 5:58 PM
City Attorney Approval	<u>✓ Approved</u>	9/11/19 2:06 PM
City Manager Approval	<u>✓ Approved</u>	9/12/19 12:25 PM

INTERLOCAL AGREEMENT
 BETWEEN THE CITIES OF BANNING, BEAUMONT, COACHELLA, CORONA, DESERT HOT
 SPRINGS, HEMET, INDIO, JURUPA, LAKE ELSINORE, MORENO VALLEY, PALM SPRINGS,
 PERRIS, THE CITY OF RIVERSIDE AND
 THE COUNTY OF RIVERSIDE, CA

CONCERNING DISTRIBUTION OF THE
 2019 JUSTICE ASSISTANCE GRANT AWARD

This Agreement is made and entered into this ____ day of _____, 2019, by and between THE COUNTY OF RIVERSIDE, acting by and through its governing body, the Riverside County Board of Supervisors (hereinafter referred to as "COUNTY"), and named CITIES (hereinafter referred to as "CITIES"), acting by and through their respective governing bodies, the City Councils, all of whom are situated within the County of Riverside, State of California, as follows:

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Agreement; and

WHEREAS, the COUNTY agrees to release to CITIES their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to COUNTY, as reflected on Appendix 1 here attached and hereby incorporated by reference as part of this agreement, on a reimbursement basis; and COUNTY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs; and additionally the COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines; and

WHEREAS, the COUNTY and CITIES believe it to be in their best interests to reallocate the JAG funds,

NOW THEREFORE, the COUNTY and CITIES agree as follows:

Section 1.

COUNTY agrees to release to CITIES up to their respective grant allocation from the JAG Award, less ten percent (10%) re-allocated to COUNTY, as reflected in Appendix 1 here attached and hereby incorporated by reference as part of this Agreement, on a reimbursement basis, from the JAG Award within (45) days upon receipt of fully documented reimbursement request, and; COUNTY agrees to provide the administration of COUNTY's and CITIES' programs during the entire permissible duration of said programs.

Section 2.

COUNTY and CITIES each agree that it is their responsibility to ensure these funds are expended in accordance with JAG guidelines.

Section 3.

CITIES agree to provide COUNTY with sufficient timely information as necessary within five business days after receiving written request from COUNTY to meet JAG requirements for quarterly and annual financial and performance reports.

Section 4.

Nothing arising from this Agreement shall impose any liability for claims or actions against COUNTY other than what is authorized by law.

Section 5.

Nothing arising from this Agreement shall impose any liability for claims or actions against CITIES other than what is authorized by law.

Section 6.

Each party to this Agreement will be responsible for its own actions in providing services under this Agreement and shall not be liable to any other party to this Agreement for any claim or action arising from the services provided under this Agreement.

Section 7.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 8.

By entering into this Agreement, the parties do not intend to create any obligations, either express or implied, other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

WHEREFORE, all parties freely and voluntarily agree to all of the above terms.

CITY OF MORENO VALLEY

THOMAS M. DESANTIS, CITY MANAGER

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Appendix 1					
Eligible Agencies in FY 2019 JAG Disparate Area					
Riverside County (Sheriff's Department) FA	BJA Formula	To Fiscal Agent (Sheriff's Department)	Total Allocation	NIBRS Requirement	Allocation Less NIBRS Requirement
Riverside County	58,581	37,543	96,124	2,884	93,240
Banning	11,618	1,162	10,456	314	10,142
Beaumont	10,868	1,087	9,781	294	9,487
Coachella	10,353	1,036	9,317	280	9,037
Corona	14,522	1,453	13,069	393	12,676
Desert Hot Springs	17,544	1,755	15,789	474	15,315
Hemet	39,257	3,926	35,331	1,060	34,271
Indio	38,906	3,891	35,015	1,051	33,964
Jurupa	20,425	2,043	18,382	552	17,830
Lake Elsinore	10,985	1,099	9,886	297	9,589
Moreno Valley	53,967	5,397	48,570	1,458	47,112
Palm Springs	19,769	1,977	17,792	534	17,258
Perris	13,937	1,394	12,543	377	12,166
Riverside City	113,227	11,323	101,904	3,058	98,846
	433,959				
% To Fiscal Agent	8.65%				
\$ To FA	37,543				



Report to City Council

TO: Mayor and City Council

FROM: Richard J. Sandzimier, Community Development Director

AGENDA DATE: September 17, 2019

TITLE: SECOND READING AND ADOPTION OF ORDINANCE 959, AMENDING CHAPTERS 9.02, 9.08, 9.09 AND 9.14 OF TITLE 9 OF THE MUNICIPAL CODE

RECOMMENDED ACTION

Recommendation:

Staff recommends that the City Council conduct the second reading by title only and adopt Ordinance No. 959.

SUMMARY

This report recommends adoption of Ordinance No. 959, introduced at the City Council meeting of September 3, 2019, amending Title 9 of the Municipal Code to expand the required noticing radius from 300 feet to 600 feet and to eliminate a finding of conformity with the Redevelopment Plan for Plot Plans and Conditional Use Permits.

DISCUSSION

At the September 3rd City Council meeting, the City Council introduced and conducted the first reading of Ordinance 959, voting unanimously to approve the introduction of the ordinance. This ordinance implements the City Council's direction to amend the current notification requirements to expand the required noticing radius from 300 feet to 600 feet. This will effectively increase the number of property owners who receive notification for development projects requiring a public hearing notice.

In addition to the amendment to the public noticing process, staff has included a recommended text amendment to the Municipal Code that is a desired clean-up item. The amendment will eliminate the required Plot Plan and Conditional Use Permit findings of conformity with the Redevelopment Plan. This finding is no longer applicable since redevelopment has been eliminated within the State of California.

ALTERNATIVES

The City Council may consider the following alternatives:

1. Conduct the second reading by title only and adopt Ordinance No. 959. (Staff recommends this alternative)
2. Provide alternate direction to staff.

FISCAL IMPACT

The Municipal Code Amendment modifications are administrative in nature and would have no direct fiscal impact.

NOTIFICATION

The agenda was posted in accordance with the provisions of the Brown Act.

PREPARATION OF STAFF REPORT

Prepared By:
Chris Ormsby
Senior Planner

Department Head Approval:
Richard J. Sandzimier
Community Development Director

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

ATTACHMENTS

1. Ordinance No. 959, Amendments to Title 9

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/04/19 6:20 PM
City Attorney Approval	<u>✓ Approved</u>	9/11/19 1:37 PM

City Manager Approval

✓ Approved

9/11/19 2:20 PM

Ordinance No. 959

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING CHAPTERS 9.02, 9.08, 9.09 AND 9.14 OF TITLE 9 OF THE MUNICIPAL CODE TO EXPAND THE PUBLIC HEARING NOTICE MAILING RADIUS REQUIREMENT FROM 300' TO 600', AND AMENDING CHAPTER 9.02 TO DELETE THE REQUIRED CONFORMING FINDING TO THE REDEVELOPMENT PLAN

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. GENERAL:

1.1 At the City Council Study Session on June 11, 2019, the City Council discussed existing noticing procedures, and the Council directed staff to modify the required radius for public hearing noticing from 300 feet to 600 feet, as described in the title of this resolution and the attached Exhibit A.

1.2 Staff identified an additional amendment to Title 9 of an administrative nature to reflect a change in State law, and has included the amendment as described in the title of this resolution.

1.3 The City Council desires to amend Chapters 9.02, 9.08, 9.09, and 9.14 of Title 9 of the Moreno Valley Municipal Code to modify the requirements for public noticing, and to delete the required conforming finding to the redevelopment plan in Title 9 of the Municipal Code.

SECTION 2. FINDINGS:

2.1 Based on the entirety of the record, the City Council hereby finds that the Municipal Code as amended by this ordinance is consistent with the goals, objectives, policies, and programs of the City's General Plan, and does not result in any internal inconsistency with existing Specific Plans. The increase in the radius for noticing from 300 feet to 600 feet will increase the number of property owners that receive notice of a public hearing, which will allow for increased opportunity for public participation. The Municipal Code changes are also internally consistent with all other sections of the Municipal Code. The modifications to the Municipal Code are limited to administrative changes, and do not directly affect development standards.

2.2 The proposed amendment will not adversely affect the public health, safety, or general welfare. The implementation of the amended sections of the Municipal Code would not directly or indirectly have any impact on public health, safety or welfare. The City Council finds that this Ordinance is not a "project" as defined by CEQA.

2.3 The proposed amendments are internally consistent with the other Code requirements of Title 9.

SECTION 3. MUNICIPAL CODE AMENDED

3.1. Section 9.02.200 of Chapter 9.02, Title 9 of the City of Moreno Valley Municipal Code is hereby repealed and replaced to read as follows:

“9.02.200 Public hearing and notification procedures.

A. Purpose. This section defines procedures for conducting public hearings for applications pursuant to this title unless otherwise specified in this title. The purpose of this section is to ensure public awareness and full and open public discussion and debate regarding proposed actions pursuant to this title.

B. Public Hearing Date.

1. Where required by state law, and unless otherwise specified in this title, a public hearing on any application shall be scheduled before the planning commission, on the earliest appropriate date.

2. A public hearing upon an application shall be heard before the appropriate hearing body when:

a. The community development director has determined that the application complies with all applicable ordinances and requirements of the city; and

b. All procedures required by the city’s rules and procedures for the implementation of the California Environmental Quality Act to hear a matter has been completed.

C. Notice of Hearing. Whenever a public hearing is prescribed in this title, notice of public hearings shall be given by:

1. Publication in a newspaper of general circulation within the city at least ten (10) calendar days prior to the public hearing;

2. Mailing, at least ten (10) calendar days prior to the public hearing, to all owners of property within a radius of six hundred (600) feet from the exterior boundaries of the property involved in the application. For this purpose, the last known name and address of each property owner, as contained in the records of the latest equalized Riverside County assessor rolls, shall be used. If the number of owners to whom notice would be mailed or delivered pursuant to this subsection is greater than one thousand (1,000), in lieu of mailed or delivered notice, notice may be provided by placing a

display advertisement of at least one-eighth page in at least one newspaper of general circulation in the city at least ten (10) days prior to the hearing;

3. Mailing, at least ten (10) calendar days prior to the public hearing, or delivering at least ten (10) calendar days prior to the public hearing, to each local agency expected to provide water, sewer, schools, or other essential services or facilities to the project whose ability to provide those facilities and services may be significantly affected;

4. Mailing, at least ten (10) calendar days prior to the public hearing, or delivering at least ten (10) calendar days prior to the public hearing, to the owner of the subject real property or to the owner's duly authorized agent, to the project applicant and the applicant's authorized representative, if any;

5. Mailing, at least ten (10) calendar days prior to the public hearing, to any person who has filed a written request with the community development director and has provided the community development director with a self-addressed stamped envelope for that purpose;

6. For a proposed conversion of residential real property to a condominium project, community apartment project, or stock cooperative project, such notice shall also be given by mail to each tenant of the subject property, and, in addition to notice of the time and place of the public hearing, shall include notification of the tenant's right to appear and the right to be heard;

7. The community development director may require that additional notice of the hearing be given in any other manner deemed necessary or desirable by the director or the director's representative to ensure that all notice requirements provided by law for the proposal are complied with;

8. The public review period for a draft EIR shall not be less than thirty (30) days nor should it be longer than sixty (60) days, except under unusual circumstances. When a draft EIR is submitted to the State Clearinghouse for review by state agencies, the public review period shall not be less than forty-five (45) days, unless a shorter period, not less than thirty (30) days, is approved by the State Clearinghouse.

The public review period for a proposed negative declaration or mitigated negative declaration shall be not less than twenty (20) days. When a proposed negative declaration or mitigated negative declaration is submitted to the State Clearinghouse for review by state agencies, the public review period shall not be less than thirty (30) days, unless a shorter period, not less than twenty (20) days, is approved by the State Clearinghouse;

9. All notices of public hearings shall include a description of the project, the identity of the hearing body or officer(s), shall describe the property, and the date, time and place of the scheduled hearing, a statement that application and associated

documents and environmental review are available for public inspection at a specified location, and the manner in which additional information and/or testimony may be received.

D. Conduct of Public Hearings.

1. Public hearings held pursuant to the provisions of this title shall be held according to such public hearing rules as the planning commission and city council may, from time to time, adopt.

2. The chairperson of the planning commission and mayor may require that witnesses be sworn.

E. Proceeding Before the City Council. Where the authority for approval is not vested solely with the city council, the decision of the planning commission is considered final and no decision by the city council is required unless an appeal is filed or, prior to the end of the appeal period, the city council assumes jurisdiction by the request of any member thereof. (Ord. 694 § 1.1, 2005; Ord. 575 § 2.2, 2000; Ord. 475 § 1.4, 1995; Ord. 386 § 1.8, 1993; Ord. 359, 1992)”

3.2. Section 9.08.210 of Chapter 9.08, Title 9 of the City of Moreno Valley Municipal Code is hereby repealed and replaced to read as follows:

“9.08.210 Changes in product sizes in existing single-family residential tracts.

The following specific procedures and standards shall be applied to proposed changes in product sizes within single-family residential tracts in which a previously approved product was constructed. If a product was approved and not built, this section of the code shall not apply. Evaluation of the proposed changes shall be by director’s review based upon the standards, criteria and findings for reviewing plot plans in accordance with the minor development review process, except in the event that changes in product size twenty-five (25) percent or greater increase or decrease, based on a weighted average, are proposed. If the change is twenty-five (25) percent or greater, evaluation shall be by the planning commission based upon the standards, criteria and findings for reviewing plot plans in accordance with the major development review process.

A. Compatibility. Proposed product changes shall incorporate the following criteria to provide continuity and integrity within the neighborhood:

- 1. All proposed homes shall have compatible architecture, materials, colors, roof lines and frontage widths with built homes in the tract;
- 2. All proposed walls and fencing shall be compatible with existing fencing.

B. Transition Area. If a transition area is required, it shall consist of three to five homes and shall be established side to side and across the street from any built homes. This transition area may be adjusted to meet any immediate physical barrier such as a street, flood control channel, or open space area and shall address the following:

1. Proposed homes closest in design and size to the built homes shall be placed in the transition area;
2. Two-story homes shall be located side to side or across the street from existing two-story homes;
3. One-story homes shall be located side to side or across the street from existing one-story homes.

C. Degree of Change of Product Size. The degree of change shall be determined from the percent difference between the weighted average square footage of the units built (total square footage of all built units divided by the number of units) and the weighted average square footage of the proposed units (total square footage of all proposed units divided by the number of units).

1. Product Change Fifteen (15) Percent or Less.
 - a. Must provide compatibility per subsection A of this section;
 - b. Requires no notice to adjacent property owners.
2. Product Change Between Fifteen (15) Percent and Twenty-five (25) Percent.
 - a. Must provide compatibility per subsection A of this section;
 - b. Must provide a transition area per subsection B of this section;
 - c. Notice of the proposed change and a ten (10) day comment period from the date of mailing of the notices shall be sent to the property owners within the subject tract (or subtract, if applicable) and to any other property owners within three hundred (300) feet of any of the proposed homes.
3. Product Change is Twenty-Five (25) Percent or Greater.
 - a. Must provide compatibility per subsection A of this section;
 - b. Must provide a transition area per subsection B of this section;

c. The proposal shall be subject to approval by the planning commission after a duly noticed public hearing;

d. Notice of public hearing to review the proposed change shall be mailed to the property owners within the subject tract (or sub-tract, if applicable) and to any other property owners within six hundred (600) feet of any of the proposed homes. (Ord. 517 § 1.1, 1997; Ord. 426 § 3.1(e), 1994; Ord. 405 § 1.11, 1993; Ord. 359, 1992)”

3.3. Section 9.09.030 of Chapter 9.09, Title 9 of the City of Moreno Valley Municipal Code is hereby repealed and replaced to read as follows:

“9.09.030 Adult businesses.

A. Purpose. It is the purpose and intent of this section to regulate the operations of adult businesses, which tend to have judicially recognized adverse secondary effects on the community, including, but not limited to, increases in crime in the vicinity of adult businesses; decreases in property values in the vicinity of adult businesses; increases in vacancies in residential and commercial areas in the vicinity of adult businesses; interference with residential property owners’ enjoyment of their properties when such properties are located in the vicinity of adult businesses as a result of increases in crime, litter, noise, and vandalism; and deterioration of neighborhoods. Special regulation of these businesses is necessary to prevent these adverse secondary effects and the blighting or degradation of the neighborhoods in the vicinity of adult businesses while at the same time protecting the First Amendment rights of those individuals who desire to own, operate or patronize adult businesses.

It is, therefore, the purpose of this section to establish reasonable and uniform operational standards for adult businesses.

B. Definitions. In addition to any other definitions contained in Chapter 9.15 and elsewhere in the Moreno Valley Municipal Code, the following words and phrases shall, for the purpose of this section, be defined as follows, unless it is clearly apparent from the context that another meaning is intended. Should any of the definitions be in conflict with the current provisions of the municipal code, these definitions shall prevail.

“Adult arcade” means a business establishment to which the public is permitted or invited and where coin or currency, card or slug operated or electronically, electrically or mechanically controlled devices, still or motion picture machines, projectors, videos, holograms, virtual reality devices or other image-producing devices are maintained to show images on a regular or substantial basis, where the images so displayed are distinguished or characterized by an emphasis on matter depicting or describing “specified sexual activities” or “specified anatomical areas.” Such devices shall be referred to as “adult arcade devices.”

“Adult retail store” means a business establishment having as a regular and substantial portion of its stock in trade, “adult oriented material.”

“Adult booth/individual viewing area” means a partitioned or partially enclosed portion of an adult business used for any of the following purposes:

1. Where a live or taped performance is presented or viewed, where the performances and/or images displayed or presented are distinguished or characterized by their emphasis on matter depicting, describing, or relating to “specified sexual activities” or “specified anatomical areas”; or

2. Where “adult arcade” devices are located.

“Adult business” means:

1. A business establishment or concern that as a regular and substantial course of conduct operates as an adult retail store, adult motion picture theater, adult arcade, adult

cabaret, adult motel or hotel, adult modeling studio; or

2. A business establishment or concern which as a regular and substantial course of conduct offers, sells or distributes “adult oriented material” or “sexually oriented merchandise,” or which offers to its patrons materials, products, merchandise, services or entertainment characterized by an emphasis on matters depicting, describing, or relating to “specified sexual activities” or “specified anatomical areas” but not including those uses or activities which are preempted by state law.

“Adult cabaret” means a business establishment (whether or not serving alcoholic beverages) that features “adult live entertainment.”

“Adult hotel/motel” means a hotel or motel that is used for presenting on a regular and substantial basis images through closed circuit television, cable television, still or motion picture machines, projectors, videos, holograms, virtual reality devices or other image-producing devices that are distinguished or characterized by the emphasis on matter depicting or describing or relating to “specified sexual activities” or “specified anatomical areas.”

“Adult live entertainment” means any physical human body activity, whether performed or engaged in, alone or with other persons, including but not limited to singing, walking, speaking, dancing, acting, posing, simulating, wrestling or pantomiming, in which: (1) the performer (including but not limited to topless and/or bottomless dancers, go-go dancers, exotic dancers, strippers, or similar performers) exposes to public view, without opaque covering, “specified anatomical areas”; and/or (2) the performance or physical human body activity depicts, describes, or relates to “specified sexual activities” whether or not the specified anatomical areas are covered.

“Adult modeling studio” means a business establishment which provides for any form of consideration, the services of a live human model, who, for the purposes of sexual stimulation of patrons, displays “specified anatomical areas” to be observed, sketched, photographed, filmed, painted, sculpted, or otherwise depicted by persons paying for such consideration. “Adult modeling studio” does not include schools maintained pursuant to standards set by the Board of Education of the state of California.

“Adult motion picture theater” means a business establishment, with or without a stage or proscenium, where, on a regular and substantial basis and for any form of consideration, material is presented through films, motion pictures, video cassettes, slides, laser disks, digital video disks, holograms, virtual reality devices, or other electronically-generated reproductions that is characterized by the depiction or description of “specified sexual activities” or “specified anatomical areas.”

“Adult oriented material” means accessories, paraphernalia, books, magazines, laser disks, compact discs, digital video disks, photographs, prints, drawings, paintings, motion pictures, pamphlets, videos, slides, tapes, holograms or electronically generated images or devices including computer software, or any combination thereof that is distinguished or characterized by its emphasis on matter depicting, describing or relating to “specified sexual activities” or “specified anatomical areas.” “Adult oriented material” shall include “sexually oriented merchandise.”

“Child day care facility” means any child day care facility as defined in Section 1596.750 of the California Health and Safety Code other than family day care homes.

“Establishment of an adult business” means any of the following:

1. The opening or commencement of any “adult business” (as defined above) as a new business;
2. The conversion of an existing business, whether or not an “adult business”, to any “adult business”;
3. The addition of any “adult business” to any other existing “adult business”;
4. The relocation of any “adult business”; or
5. Physical changes that expand the square footage of an existing “adult business” by more than ten (10) percent.

“Owner/permit holder” means any of the following: (1) the sole proprietor of an adult business; (2) any general partner of a partnership that owns and operates an adult business; (3) the owner of a controlling interest in a corporation that owns and operates an adult business; or (4) the person designated by the officers of a corporation to be the permit holder for an adult business owned and operated by the corporation.

“Park” means any park, playground, swimming pool, or golf course within the city that is under the city’s or the Moreno Valley Community Services District’s control, operation and management.

“Performer” means a person who is an employee or independent contractor of an adult business or any other person who, with or without any compensation or other form of consideration, provides adult live entertainment for patrons of an adult business.

“Religious institution” means a structure or facility that is used primarily for religious worship and related religious activities.

“Residential zone” means any property within the city which carries a zoning designation permitting the location of a residence, as set forth in the current zoning atlas, as may be amended from time to time. However, this does not include zones where a residence is permitted pursuant to a conditional use permit or other special permit. “Residential zone” also includes Specific Plan 168, Sunnymead Ranch, Specific Plan 193 Moreno Valley Ranch, Specific Plan 195 Hidden Springs, Specific Plan 200 Towngate, and Specific Plan 203 Centerpointe as set forth in the current zoning atlas, as may be amended from time to time.

“School” means any institution of learning for minors, whether public or private, offering instruction in those courses of study required by the California Education Code and/or which is maintained pursuant to standards set by the Board of Education of the state of California. This definition includes a nursery school, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education under the jurisdiction of the California Department of Education. For the purposes of this section, “school” does not include a vocational or professional institution of higher education, including a community or junior college, college, or university.

“Sexually oriented merchandise” means sexually oriented implements, paraphernalia, or novelty items, such as, but not limited to: dildos, auto sucks, sexually oriented vibrators, benwa balls, inflatable orifices, anatomical balloons with orifices, simulated and battery operated vaginas, and similar sexually oriented devices which are designed or marketed primarily for the stimulation of human genital organs or sado-masochistic activity or distinguished or characterized by their emphasis on matter depicting, describing or relating to “specified sexual activities” or “specified anatomical areas.”

“Specified anatomical areas” means and includes any of the following:

1. Less than completely and opaquely covered, and/or simulated to be reasonably anatomically correct, even if completely and opaquely covered:
 - a. Human genitals, pubic region;

- b. Buttocks, anus; or
 - c. Female breasts below a point immediately above the top of the areola; or
2. Human male genitals in a discernibly turgid state, even if completely or opaquely covered.

“Specified sexual activities” means and include any of the following:

- 1. Simulated sexual intercourse; and/or
- 2. Human genitals in a state of sexual stimulation or arousal; and/or
- 3. Acts of human masturbation, sexual stimulation or arousal; and/or
- 4. Use of human or animal ejaculation, sodomy, oral copulation, coitus or masturbation; and/or
- 5. Masochism, erotic or sexually oriented torture, beating, or the infliction of pain, or bondage and/or restraints; and/or
- 6. Human excretion, urination, menstruation, vaginal or anal irrigation; and/or
- 7. Fondling or other erotic touching of human genitals, pubic region, buttock, or female breast.

C. Locational Restriction—Distance From Sensitive Uses.

1. In addition to the requirements of this section, no adult businesses shall be established or located in any area in the city other than in a zoning district indicated by an “A” in the Adult Business category of the Permitted Uses Table 9.02.020-1 of this title.

2. In those zoning district(s) where the adult businesses regulated by this section would otherwise be permitted uses, it shall be unlawful to establish any adult business if the location is:

a. Within five hundred (500) feet of any existing residential zone, park, religious establishment, school, or child day care facility. The distances set forth above shall be measured from the nearest property line of the facility or tenant space housing the adult business or the proposed adult business, and the nearest property line included within the residential zone, park, religious establishment, school or child day care facility, along a straight line extended between the two points.

b. Within one thousand (1,000) feet of any other adult business. The distance between any two adult businesses shall be measured from the nearest

property line of the facility or tenant space housing such use or proposed use to the nearest straight line distance to the property line of the proposed use.

3. No building permit or zoning clearance, business tax receipt, adult business use permit, or other permit or entitlement for use shall be legally valid if issued to any adult business proposed to operate or to be established in the city unless the zoning and locational requirements set forth above are satisfied.

D. Adult Business Use Permit Required. All adult businesses that meet the zoning and locational requirements set forth in this section are also subject to the adult business use permit requirements of this section as well as all other applicable ordinances of the city and laws of the state of California.

1. It shall be unlawful for any person to establish, operate, engage in, conduct, or carry on any adult business within the city of Moreno Valley unless the person first obtains, and continues to maintain in full force and effect, an adult business use permit as herein required. Any occurrence of the "establishment of an adult business," as defined in subsection B of this section, shall require a new application for an adult business use permit. The adult business use permit shall be subject to the development and operational standards contained in subsection F of this section.

2. The city community development department director ("director") or his or her designee shall grant or deny adult business use permits in accordance with these regulations.

3. Permit applicants shall file a written, signed, and verified application containing the following information and be accompanied by the following documents:

a. If the permit applicant is an individual, the individual shall state his or her legal name, including any aliases, and address, and shall submit satisfactory written proof that he or she is at least eighteen (18) years of age;

b. If the permit applicant is a partnership, the partners shall state the partnership's complete name, address, the names of all partners, and whether the partnership is general or limited; and shall attach a copy of the partnership agreement, if any;

c. If the permit applicant is a corporation, the corporation shall provide its complete name, the date of its incorporation, evidence that the corporation is in good standing under the laws of the state of California, the names and capacities of all officers and directors, the name of the registered corporate agent, and the address of the registered office for service of process;

d. A signed and verified statement that the permit applicant, if an individual, or partners, officers, directors, if a partnership or corporation, has not pled guilty or nolo contendere or been convicted of an offense classified by this or any other state as a sex

or sex-related offense, and: (i) more than two years have elapsed since the date of conviction or the date of release from confinement for a conviction to the date of application, whichever is the later date, if the conviction is a misdemeanor, (ii) more than five years have elapsed since the date of conviction or the date of release from confinement for a conviction to the date of application, whichever is the later date, if the conviction is a felony, or (iii) more than five years have elapsed since the date of the last conviction or the date of release from confinement for the conviction to the date of application, whichever is the later date, if the convictions are two or more misdemeanors or combination of misdemeanors offenses occurring within any twenty-four (24) month period;

e. The permit applicant(s) shall sign the application. All persons who sign the application must also provide names, aliases, addresses, and date(s) of birth;

f. If the permit applicant intends to operate the adult business under a name other than that of the permit applicant, the permit applicant shall file the fictitious name of the adult business and show proof of registration of the fictitious name;

g. A description of the type of adult business for which the permit is requested and the proposed address where the adult business will operate, plus the names and addresses of the owners and lessors of the adult business site;

h. The names of all employees, independent contractors, and other persons who will perform at the adult business, who are required by Section 9.09.035 of this chapter to obtain an adult business performer license;

i. The address to which notice of action on the application is to be mailed;

j. A dimensioned floor plan showing the interior configuration of the premises, including a statement of the total floor area occupied by the adult business. The sketch or diagram need not be professionally prepared but must be oriented to the north or some other designated street or object and drawn to a designated scale or drawn with marked dimensions of the interior of the premises to an accuracy of plus or minus six inches;

k. A site plan prepared within thirty (30) calendar days prior to the application depicting the building and the portion, thereof to be occupied by the adult business, marked to show the primary entrance, and: (i) the nearest property line of the unit or structure in which all other adult businesses within one thousand (1,000) feet of the nearest property line of the unit or structure in which will be located the adult business for which a permit is requested; and (ii) the property lines of any residential zone, religious institution, school, park, or child day care facility within five hundred (500) feet of the nearest property line of the unit or structure in which the adult business will be located and for which a permit is requested;

1. A diagram of the off-street parking areas and entries to the premises of the adult business, also showing the location of the lighting system required by Section 9.09.030(F).

4. The completed application shall be accompanied by a non-refundable application fee. The amount of such fees shall be set by the city council.

5. The completeness of an application for an adult business use permit shall be determined by the director within five business days of its submittal. If the director determines that the permit application is incomplete, the director shall immediately notify in writing the permit applicant of such fact and the reasons therefor, including any additional information necessary to render the application complete. Such writing shall be deposited in the U.S. mail, postage prepaid, immediately upon determination that the application is incomplete. Within five business days following the receipt of an amended application or supplemental information, the director shall again determine whether the application is complete in accordance with the provisions set forth above. Evaluation and notification shall occur as provided herein until such time as the application is found to be complete.

6. The fact that a permit applicant possesses other types of state or city permits or licenses does not exempt the permit applicant from the requirement of obtaining an adult business use permit.

E. Review and Action on Application for Adult Business Use Permit.

1. Upon receipt of a completed application and payment of the application and permit fees, the director shall immediately write or stamp the application "Received" and, in conjunction with city staff, shall promptly review the information contained in the application to determine whether an adult business use permit shall be granted. Investigation shall not be grounds for the city to unilaterally delay in reviewing a completed application, nor is it grounds to extend the time period to conduct a hearing pursuant to this section.

2. Within thirty (30) calendar days of receipt of the completed application, the investigation shall be completed and the director shall notice and conduct a public hearing with notice of such hearing to be made pursuant to California Government Code Sections 65091 and 65905.

3. In reaching a decision, the director shall not be bound by the formal rules of evidence in the California Evidence Code.

4. The director shall render a written decision on the application for an adult business use permit within five business days of the public hearing required by this section. The failure of the director to render any decision within the time frames established in any part of this section shall be deemed to constitute an approval, subject to appeal to the city council, pursuant to Section 9.09.030(I). The director's decision

shall be hand delivered or mailed to the applicant at the address provided in the application, and shall be provided in accordance with the requirements of this code. Any posted notices shall remain for at least ten (10) calendar days and mailed to all property owners within six hundred (600) feet of the adult business.

5. Notwithstanding any provisions in this section regarding the occurrence of any action within a specified period of time, the applicant may request in writing additional time beyond that provided for in this section or may request a continuance regarding any decision or consideration by the city of the pending application. Extensions of time sought by applicants shall not be considered delay on the part of the city or constitute failure by the city to provide for prompt decisions on applications.

6. The director shall grant or deny the application in accordance with the provisions of this section, and so notify the applicant as follows:

a. The director shall write or stamp "Approved" or "Denied" on the application and date and sign such notation.

b. If the application is denied, the director shall attach to the application a statement of the reasons for the denial.

c. If the application is approved, the director shall attach to the application an adult business use permit.

7. The director shall approve the application and issue the adult business use permit upon findings that the proposed business meets the locational criteria of Section 9.09.030(C) and that the permit applicant has met, or will meet, all of the development and operational standards and requirements of this section, unless the application is denied based upon one or more of the criteria set forth in subsection (10) of this section.

8. If the director approves the application, the applicant may begin operating the adult business for which the permit was sought, subject to strict compliance with the development and operational standards and requirements of Section 9.09.030(F).

9. The permit holder shall post the permit conspicuously in the premises of the adult business.

10. The director shall deny the application if the applicant fails to establish any of the following:

a. The adult business complies with the zoning and locational standards found in Section 9.09.030(C).

b. The adult business complies with the development, operational or performance standards found in Section 9.09.030(F).

c. The permit applicant or applicant's designated representative when dealing with a corporate entity ("collectively the applicant") is at least eighteen (18) years of age.

d. The required application fees have been paid.

e. The application complies with Section 9.09.030(D)(3).

f. The applicant has not pled guilty, nolo contendere or been convicted of an offense classified by this or any other state as a sex-related offense and (i) less than two years have elapsed since the date of conviction or the date of release from confinement of conviction to the date of application, whichever is the later date, if the conviction is a misdemeanor, or (ii) less than five years have elapsed since the date of conviction or the date of release from confinement of conviction to the date of application, whichever is the later date, if the conviction is a felony; or (iii) less than five years have elapsed since the date of the last conviction or the date of release from confinement for the conviction to the date of application, whichever is the later date, if the convictions are two or more misdemeanors or combination of misdemeanor offenses occurring within any twenty-four (24) month period.

11. A person cannot re-apply for an adult business use permit for a particular location within one year from the date of prior denial.

12. Any affected person may appeal the decision of the director in writing within five business days in accordance with the provisions of Section 9.09.030(I).

F. Development and Operating Standards.

1. Hours of Operation. It shall be unlawful for any owner, operator, manager or employee of an adult business to allow such adult business to remain open for business, or to permit any employee or performer to engage in a performance, solicit a performance, make a sale, solicit a sale, provide a service, or solicit a service, between the hours of twelve a.m. and ten a.m. of any day excepting here from an "adult hotel/motel."

2. Exterior Lighting Requirements. All exterior areas, including parking lots, of the adult business shall be illuminated at a minimum of one foot-candle, maintained and evenly distributed at ground level with appropriate devices to screen, deflect or diffuse the lighting in such manner as to prevent glare or reflected light from creating adverse impacts on adjoining and nearby public and private properties. Inoperable and/or broken lights shall be replaced within twenty-four (24) hours.

3. Interior Lighting Requirements. All interior areas of the adult business excepting therefrom adult hotels/motels shall be illuminated at a minimum of ten (10) foot-candle, maintained and evenly distributed at floor level. Inoperable and/or broken lights shall be replaced within twenty-four (24) hours.

4. Regulation of Adult Booth/Individual Viewing Area.

a. No adult booth/individual viewing area shall be occupied by more than one individual at a time.

b. Each adult booth/individual viewing area within the adult business shall be visible from a continuous and accessible main aisle in a public portion of the establishment, and shall not be obscured by any door, curtain, wall, two-way mirror or other device which would prohibit a person from seeing the entire interior of the adult booth/individual viewing area from the main aisle. A manager shall be stationed in the main aisle at all times. Further, no one shall maintain any adult booth/individual viewing area in any configuration unless the entire interior wherein the picture or entertainment is viewed is visible from one main aisle. The entire body of any patron in any adult booth/individual viewing area must be visible from the main aisle without the assistance of mirrors or other device.

c. No doors are permitted on an adult booth/individual viewing area. No partially or fully enclosed adult booth/individual viewing areas or partially or fully concealed adult booth/individual viewing areas shall be permitted.

d. No holes or other openings (commonly known as “glory holes”) shall be permitted between adult booths/individual viewing areas. Any such hole or opening shall be repaired within twenty-four (24) hours using “pop” rivets to secure metal plates over the hole or opening to prevent patrons from removing the metal plates.

e. No beds shall be permitted in an adult booth/individual viewing area.

5. On-Site Manager—Security Measures. All adult businesses shall have a responsible person who shall be at least twenty-one (21) years of age and shall be on the premises to act as manager at all times during which the business is open. No performer may serve as the manager. The individual(s) designated as the on-site manager shall provide his or her name to the director to receive all complaints and be given by the owner and/or operator the responsibility and duty to address and immediately resolve all violations taking place on the premises.

6. Interior of Premises. No exterior door or window on the premises of an adult business shall be propped or kept open at anytime while the business is open and any exterior windows shall be covered with opaque coverings at all times.

7. Signs. All adult businesses shall comply with the following sign requirements in addition to those of the Moreno Valley Municipal Code. Should a conflict exist between the requirements of the Moreno Valley Municipal Code and this subsection, the more restrictive shall prevail.

a. If an adult business does not serve alcohol, it shall post a notice inside the establishment, within ten (10) feet of every entrance used by customers for access to

the establishment, stating that persons below the age of eighteen (18) years of age are prohibited from entering onto the premises or within the confines of the adult business. This notice shall be posted on a wall in a place of prominence. The dimensions of the notice shall be no less than six inches by six inches, with a minimum typeface of twenty-five (25) points on contrasting background. If the adult business serves alcohol, it shall comply with all notice and posting requirements of the Alcoholic Beverage Control Department.

b. No adult oriented material shall be displayed in window areas or any area where it would be visible from any location other than within the confines of the adult business.

8. Regulation of Public Restroom Facilities. If the adult business is required to provide restrooms for patron use, it shall provide separate restroom facilities for male and female patrons. The restrooms shall be free from adult oriented material. Only one person shall be allowed in each restroom at any time, unless otherwise required by law, in which case the adult business shall employ a restroom attendant of the same sex as the restroom users who shall be present in the public portion of the restroom during operating hours. The attendant shall ensure that no person of the opposite sex is permitted into the restroom, and that not more than one person is permitted to enter a restroom stall, unless otherwise required by law, and that the restroom facilities are used only for their intended sanitary purposes. Access to restrooms for patron use shall not require passage through an area used as a dressing area by performers.

9. Trash. All interior trash cans shall be emptied into a single locked trash bin lined with a plastic bag at least once a day.

10. Adult Live Entertainment Additional Operating Requirements. The following additional requirements shall apply to adult businesses providing adult live entertainment:

a. No person shall perform adult live entertainment for patrons of an adult business except upon a permanently fixed stage at least eighteen (18) inches above the level of the floor.

b. No performer shall be within ten (10) feet of a patron while the performer is performing. This ten (10) foot separation shall be marked by a continuous railing or other physical barrier designed to obstruct any contact between the performer and the patron(s).

c. No performer shall have physical contact with any patron, and no patron shall have physical contact with any performer, while the performer is performing on the premises. In addition, while on the premises, no performer shall have physical contact with a patron and no patron shall have physical contact with a performer, which physical contact involves the touching of the clothed or unclothed genitals, pubic area, buttocks, cleft of the buttocks, perineum, anal region, or female breast with any part or area of

any other person's body either before or after any adult live entertainment by such performer. This prohibition does not extend to incidental touching. Patrons shall be advised of the separation and no touching requirements by signs conspicuously displayed and placed on the barrier between patrons and performers and utilizing red or black printing of letters not less than one inch in size. And, if necessary, patrons shall also be advised of the separation and no touching requirements by employees or independent contractors of the establishment.

d. All persons, except therefrom performers while performing on the fixed stage, while on or about the premises or tenant space, shall wear at a minimum an opaque covering which covers their specified anatomical areas.

e. If patrons wish to pay or tip performers, payment or tips shall be placed in containers placed at least ten (10) feet from the stage or other area used by the performers. Patrons shall not throw money to performers, hand money directly to performers, place money in the performers' costumes or otherwise place or throw money on the stage. Patrons shall be advised of this requirement by signs conspicuously displayed and placed on the barrier between patrons and performers and utilizing red or black printing of letters not less than one inch in size.

f. The adult business shall provide dressing rooms for performers, that are separated by gender and exclusively dedicated to the performers' use and which the performers shall use. Same gender performers may share a dressing room. Patrons shall not be permitted in dressing rooms.

g. The adult business shall provide an entrance/exit to the establishment for performers that is separate from the entrance/exit used by patrons, which the performers shall use at all times.

h. The adult business shall provide access for performers between the stage and the dressing rooms that is completely separated from the patrons. If such separate access is not physically feasible, the adult business shall provide a minimum three foot wide walk aisle for performers between the dressing room area and the stage, with a railing, fence or other barrier separating the patrons and the performers capable of (and which actually results in) preventing any physical contact between patrons and performers and the patrons must also be seven feet away from the walk aisle. Nothing in this section is intended to exempt the adult business from compliance with the provisions of Title 24 of the California Code of Regulations pertaining to accessibility.

i. Fixed rail(s) at least thirty (30) inches in height shall be maintained establishing the separations between performers and patrons required by this subsection.

11. Adult Motion Picture Theater—Additional Operating Requirements.

The following additional requirements shall apply to adult motion picture theaters:

a. If the theater contains a hall or auditorium area, the area shall comply with each of the following provisions:

i. Have individual, separate seats, not couches, benches, or the like, to accommodate the maximum number of persons who may occupy the hall or auditorium area;

ii. Have a continuous main aisle alongside the seating areas in order that each person seated in the hall or auditorium area shall be visible from the aisle at all times;

iii. Have a sign posted in a conspicuous place at or near each entrance to the hall or auditorium area which lists the maximum number of persons who may occupy the hall or auditorium area, which number shall not exceed the number of seats within the hall or auditorium area; and

b. If an adult motion picture theater is designed to permit outdoor viewing by patrons seated in automobiles, it shall have the motion picture screen so situated, or the perimeter of the establishment so fenced, that the material to be seen by those patrons may not be seen from any public right-of-way, child day care facility, public park, school, or religious institution or any residentially zoned property occupied with a residence.

G. Transfer of Adult Businesses or Adult Business Use Permits.

1. A permit holder shall not operate an adult business under the authority of an adult business use permit at any place other than the address of the adult business stated in the application for the permit.

2. In the event of a transfer of ownership of the adult business or the adult business use permit, the new owner shall be fully informed of the requirements of this division, including the operational and development standards of Section 9.09.030(F) and the provisions relating to adult business performer licenses.

3. In the event of a transfer of the adult business or the adult business use permit, the transferee must provide the director with the following information within seven business days of the transfer:

a. If the transferee is an individual, the individual shall state in writing his or her legal name, including any aliases, and address, and shall submit satisfactory written proof that he or she is at least eighteen (18) years of age.

b. If the transferee is a partnership, the partners shall state the partnership's complete name, address, the names of all partners, and whether the partnership is general or limited; and shall attach a copy of the partnership agreement, if any.

c. If the transferee is a corporation, the corporation shall provide its complete name, the date of its incorporation, evidence that the corporation is in good standing under the laws of the state of California, the names and capacities of all officers and directors, the name of the registered corporate agent, and the address of the registered office for service of process.

d. The names of all employees, independent contractors, and other persons who will perform at the adult business, who are required by Section 9.09.035 to obtain an adult business performer license.

H. Suspension or Revocation of Adult Business Use Permits.

1. On determining that grounds for permit suspension or revocation exist, the director or his or her designee shall furnish written notice of the proposed suspension or revocation to the permit holder. Such notice shall set forth the time and place of a public hearing and the ground or grounds upon which the hearing is based, the pertinent Moreno Valley Municipal Code Sections, and a brief statement of the factual matters in support thereof. The notice shall be mailed, postage prepaid, addressed to the last known address of the permit holder, or shall be delivered to the permit holder personally, at least ten (10) days prior to the hearing date. Public hearings pursuant to this section shall be noticed in accordance with Government Code Sections 65091 and 65905 and conducted by the city manager or his or her designee, which designee may include a retired judge. Public hearings pursuant to this section shall be conducted in accordance with procedures established by the city manager but, at a minimum shall include the following:

a. All parties involved shall have the right to offer testimonial, documentary, and tangible evidence bearing upon the issues and may be represented by counsel.

b. The city manager or his or her designee shall not be bound by the formal rules of evidence.

c. Any hearing under this section may be continued for a reasonable time for the convenience of a party or a witness at the request of the permit holder. Extensions of time or continuances sought by a permit holder shall not be considered delay on the part of the city or constitute failure by the city to provide for prompt decisions on permit suspensions or revocations.

d. The city manager or his or her designee's decision may be appealed in accordance with Section 9.09.030(l).

2. A permit may be suspended or revoked based on the following causes arising from the acts or omissions of the permit holder, or an employee, independent contractor, partner, director, or manager of the permit holder:

- a. The building, structure, equipment, or location used by the adult business fails to comply with all provisions of these regulations and this section relating to adult businesses, including the adult business development and operational standards contained in Section 9.09.030(F), and all other applicable building, fire, electrical, plumbing, health, and zoning requirements of the Moreno Valley Municipal Code.
- b. The permit holder has failed to obtain or maintain all required city permits.
- c. The permit holder has made any false, misleading, or fraudulent statement of material fact in the application for an adult business use permit.
- d. The permit is being used to conduct an activity different from that for which it was issued.
- e. The permit holder has failed to submit and/or update the information pertaining to performers in accordance with Section 9.09.030(D).
- f. That an individual employed by the adult business (whether classified as an employee or independent contractor) has been convicted of two or more sex-related offenses that occurred in or on the licensed premises within a twelve (12) month period and was an employee of the adult business at the time the offenses were committed.
- g. That the use for which the approval was granted has ceased to exist or has been suspended for six months or more.
- h. That the transferee/new owner of an adult business or adult business use permit failed to comply with the requirements of Section 9.09.030(G).
- i. The permit holder, partner, director, or manager has knowingly allowed or permitted, and has failed to make a reasonable effort to prevent the occurrence of any of the following on the premises of the adult business; or a permittee has been convicted of violating any of the following state laws on the premises of the adult business:
- i. Any act of unlawful sexual intercourse, sodomy, oral copulation, or masturbation.
 - ii. Use of the establishment as a place where unlawful solicitations for sexual intercourse, sodomy, oral copulation, or masturbation openly occur.
 - iii. Any conduct constituting a criminal offense which requires registration under Section 290 of the California Penal Code.
 - iv. The occurrence of acts of lewdness, assignation, or prostitution, including any conduct constituting violations of Sections 315, 316, 318 of the California Penal Code.

v. Any act constituting a violation of provisions in the California Penal Code relating to obscene matter or distribution of harmful matter to minors, including, but not limited to, Sections 311 through 313.4.

vi. Any act constituting a felony involving the sale, use, possession, or possession for sale of any controlled substance specified in Sections 11054, 11055, 11056, 11057, or 11058 of the California Health & Safety Code.

vii. An act or omission in violation of any of the requirements of this division if such act or omission is with the knowledge, authorization, or approval of the permit holder or is as a result of the permit holder's negligent supervision of the employees of the adult facility. This includes the allowance of activities that are or become a public nuisance which includes the disruptive conduct of business patrons whether on or immediately off the premises where such patrons disturb the peace, obstruct traffic, damage property, engage in criminal conduct, violate the law and otherwise impair the free enjoyment of life and property.

3. After holding the hearing in accordance with the provisions of this section, if the city manager or his or her designee finds and determines that there are grounds for suspension or revocation, the planning commission shall impose one of the following:

- a. Suspension of the permit for a specified period not to exceed six months;
- or
- b. Revocation of the permit.

The city manager or his or her designee shall render a written decision that shall be hand delivered or overnight mailed to the permit holder within five business days of the public hearing.

Any affected person may appeal the decision of the city manager or his or her designee in writing within five business days in accordance with the provisions of Section 9.09.030(I).

In the event a permit is revoked pursuant to this section, another adult business use permit to operate an adult business shall not be granted to the permittee within twelve (12) months after the date of such revocation.

I. Appeal Procedures.

1. After approval, denial, suspension or revocation of a permit, any affected person may appeal the decision to the city council in writing within five business days after the written decision. Said appeal shall be filed with the city clerk.

2. Consideration of an appeal of the decision shall be at a public hearing, notice of which shall be given pursuant to California Government Code Sections 65091 and 65905 and which hearing shall occur within thirty (30) calendar days of the filing or initiation of the appeal.

3. The city council action on the appeal of the decision shall be by a majority vote of the members present and upon the conclusion of the de novo public hearing, the city council shall grant or deny the appeal. The city council's decision shall be final and conclusive and shall be rendered in writing within five business days of the hearing, such written decision to be immediately mailed to the party appealing the planning commission's decision.

4. In reaching its decision, the city council shall not be bound by the formal rules of evidence.

5. Notwithstanding any provisions in this section regarding the occurrence of any action within a specified period of time, the applicant may request additional time beyond that provided for in this division or may request a continuance regarding any decision or consideration by the city of the pending appeal. Extensions of time sought by applicants shall not be considered delay on the part of the city or constitute failure by the city to provide for prompt decisions on applications.

6. Failure of the city council to render a decision to grant or deny an appeal of a permit denial within the time frames established by this section shall be deemed to constitute an approval of the adult business use permit.

7. The time for a court challenge to a decision of the city council is governed by California Code of Civil Procedure Section 1094.8.

8. Notice of the city council's decision and its findings shall include citation to California Code of Civil Procedure Section 1094.8.

9. Any applicant or permit holder whose permit has been denied, suspended, or revoked pursuant to this section shall be afforded prompt judicial review of that decision as provided by California Code of Civil Procedure Section 1094.8.

J. Display of Adult Business Use Permit. Every adult business shall display at all times during business hours the permit issued pursuant to the provisions of this section for such adult business in a conspicuous place so that the same may be readily seen by all persons entering the adult business.

K. Employment of and Services Rendered to Persons Under the Age of Eighteen (18) Years Prohibited—Twenty-one (21) if Liquor is Served.

1. Employees. Employees of an adult business must be at least eighteen (18) years of age. It shall be unlawful for any owner, operator, manager, partner,

director, officer, employee, or other person in charge of any adult business to employ, contract with, or otherwise retain any services in connection with the adult business with or from any person who is not at least eighteen (18) years of age. If liquor is served at the adult business, employees of the adult business must be at least twenty-one (21) years of age. If liquor is served at the adult business, it shall be unlawful for any owner, operator, manager, partner, director, officer, employee, or other person in charge of any adult business to employ, contract with, or otherwise retain any services in connection with the adult business with or from any person who is not twenty-one (21) years of age. And said persons shall exercise reasonable care in ascertaining the true age of persons seeking to contract with, be employed by, or otherwise service the adult business.

The provisions of this subsection do not apply to service employees (e.g., janitors, repair and maintenance workers, or similar service workers) whose work is not conducted during the normal hours of operation as set forth in Section 9.09.030(F)(a).

2. Patrons. Patrons of an adult business must be at least eighteen (18) years of age. It shall be unlawful for any owner, operator, manager, partner, director, officer, employee, or other person in charge of any adult business to permit to enter or remain within the adult business any person who is not at least eighteen (18) years of age. If liquor is served at the adult business, patrons must be at least twenty-one (21) years of age. If liquor is served at the adult business, it shall be unlawful for any owner, operator, manager, partner, director, officer, employee, or other person in charge of any adult business to permit to enter or remain within the adult business any person who is not at least twenty-one (21) years of age. And said persons shall exercise reasonable care in ascertaining the true age of persons entering the adult business.

3. X-rated Movies. The selling, renting and/or displaying of X-rated movies, videotapes, digital video disks (DVDs), compact disks (CDs) and laser disks shall be restricted to persons at least eighteen (18) years of age. If an establishment that is not otherwise prohibited from providing access to the establishment to persons under eighteen (18) years of age sells, rents, or displays movies, videos, DVDs, CDs, or laser disks that have been rated "X" or rated "NC-17" by the motion picture rating industry ("MPAA"), or which have not been submitted to the MPAA for a rating, and which consist of images that are distinguished or characterized by an emphasis on depicting or describing specified sexual activities or specified anatomical areas, said movies, videos, DVDs, CDs, and laser disks shall be located in a specific section of the establishment from which persons under the age of eighteen (18) shall be prohibited.

L. Inspections. Each owner, operator, manager, employee of an adult business or other person in charge of an adult business shall permit representatives of the police department, health department, fire department, planning department, license and code services division and other city departments, to inspect the adult business for the purpose of ensuring compliance with the laws and operating standards applicable to adult businesses at any time it is occupied or open for business. Such inspections shall be conducted in a reasonable manner.

M. Employment of Performers Without Valid License Unlawful. It shall be unlawful for any owner, operator, manager, permit holder, partner, director, officer, agent, employee or other person in charge of an adult business which provides live entertainment displaying specified anatomical areas or specified sexual activities to allow any person to perform such entertainment who is not in possession of a valid, unrevoked, unsuspended adult business performer license issued in compliance with Chapter 11.07.

N. Amortization—Subsequent Location of Sensitive Uses. An adult business or establishment operating as a conforming use with an approved adult business use permit from the city shall not be rendered a nonconforming use by the subsequent location of residential zones, religious institutions, schools, day care facilities, or parks within the locational limitations of Section 9.09.030(C). For purposes of this section, a use shall be deemed to be subsequently located if it commences following the date an application for an adult business use permit is filed pursuant to Section 9.09.030(D).

O. Regulations Non-Exclusive. The provisions of this section regulating adult businesses are not intended to be exclusive, and compliance therewith shall not excuse non-compliance with any other regulations pertaining to the operation of businesses as adopted by the city council of the city of Moreno Valley.

P. Violations.

1. Any owner, operator, manager, employee or independent contractor of an adult business violating or permitting, counseling, or assisting the violation of any of these provisions regulating adult businesses shall be subject to any and all civil remedies, including permit revocation. All remedies provided herein shall be cumulative and not exclusive. Any violation of these provisions shall constitute a separate violation for each and every day during which such violation is committed or continued.

2. The restrictions imposed pursuant to this section are part of a regulatory licensing process, and do not constitute a criminal offense. Notwithstanding any other provision of the Moreno Valley Municipal Code, the city does not impose a criminal penalty for violations of the provisions of this ordinance related to sexual conduct or activities.

Q. Public Nuisance. In addition to the remedies set forth in Section 9.09.030(P) above, any adult business that is operating in violation of these provisions regulating adult businesses is hereby declared to constitute a public nuisance and, as such, may be abated or enjoined from further operation.

R. Severability. If any section, subsection, paragraph, sentence, clause, or phrase of this section and the ordinance to which it is a part, or any part thereof is held for any reason to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, the remaining sections, subsections, paragraphs, sentences, clauses, and phrases shall not be affected thereby. The city council hereby declares that it would have

adopted this section and the ordinance to which it is a part regardless of the fact that one or more sections, subsections, paragraphs, sentences, clauses, or phrases may be determined to be unconstitutional, invalid, or ineffective. (Ord. 694 § 1.1, 2005; Ord. 613 § 2, 2002)”

3.4. Section 9.14.140 of Chapter 9.14, Title 9 of the City of Moreno Valley Municipal Code is hereby repealed and replaced to read as follows:

“9.14.040 Tentative maps—Information required.

A. Tentative Subdivision Maps.

1. The following information shall be shown on and verified or accompany tentative subdivision maps with any other supplementary information that the community development department or city engineer may deem necessary and reasonable:

a. Tract number, title of map, assessor’s parcel number and legal description of property, not including tract name;

b. Name, address and telephone number of owner and land divider, and name, address and telephone number of person preparing map;

c. Ownership information on additional property owned adjacent or contiguous to the land to be subdivided;

d. Approximate total acreage of property and lot size, net and gross for a typical lot and for each irregular lot, overall dimensions, north arrow, scale and date;

e. Subdivision boundary line and detailed vicinity map showing relationship to surrounding community;

f. Names, location, right-of-way widths, and improvements of adjacent streets, alleys, railroads, transmission lines, pipelines, sewers and existing structures, both above and below ground;

g. Names, locations, widths of right-of-way for proposed streets, alleys and easements, and the approximate grades of proposed and existing streets and approximate street centerline radii of curves;

h. Streets, alleys and right-of-way providing legal access to the property;

i. If private streets are proposed, they shall be so noted on the tentative map;

j. Names of utility purveyors, locations and widths of existing and proposed public utility easements:

i. When specific areas for subsurface disposal are required, those areas shall be delineated, and

ii. Any known existing wells on the property or within two hundred (200) feet of the subdivision boundary shall be indicated on the tentative map;

k. Water courses, channels, existing culverts and drain pipes, including existing and proposed facilities for control of storm waters;

l. Land areas subject to overflow, inundation or flood hazard;

m. Any land or right-of-way to be dedicated for public use;

n. Identify common areas and open spaces;

o. Proposed lot lines and approximate dimensions;

p. Adjoining property and lot lines;

q. Maximum contour interval shall be as required by the city engineer. The contour lines shall extend three hundred (300) feet beyond the exterior boundaries of the property when adjacent property is unimproved or vacant unless otherwise determined by the city engineer. Copies of the U.S.G.S. topographic maps are acceptable when approved by the city engineer. County flood control and county road department base maps may be acceptable;

r. Site Grading.

i. Whenever any area of the proposed subdivision has a gradient of five percent or more, as measured between natural contours, the following information shall be shown on, or accompany, the tentative map:

(A) The proposed cuts and fills in the subdivision:

(1) All cut and fill slopes or combination thereof shall be made no steeper than 2:1 (two horizontal to one vertical), and their height shall be no greater than ten (10) feet. Exceptions to these standards may be permitted as follows:

(i) Cut Slopes. Slope ratios steeper than 2:1 and slope heights in excess of ten (10) feet vertically shall be considered if they are recommended to be safe in a slope feasibility report written by either a registered geotechnical engineer or a registered engineering geologist. The slope stability report must also include recommendations for erosion control and landscaping of the proposed grading;

(ii) Fill Slopes. Fill slopes with heights in excess of ten (10) feet vertically (on a slope of 2:1) may be allowed if they are recommended to be safe in a slope stability report written by a registered geotechnical engineer. The slope stability report must also include recommendations for erosion control and landscaping of the proposed grading;

(iii) Based on the slope stability report, fill slopes greater than ten (10) feet may need to be constructed at a more gentle slope ratio (e.g., 3:1 or 4:1), in order to achieve stability.

(2) Cuts and fills in areas of subsurface sewage disposal shall be in accordance with the sewage disposal feasibility report recommendations.

(B) The elevations of all individual building pads in the subdivision;

(C) The elevations at the perimeter of the subdivision;

(D) The relationship to adjoining land and development.

ii. Where grading will tie into adjacent natural terrain, final manufactured slopes shall be blended into the existing terrain.

s. Existing use and zoning of property immediately surrounding tract;

t. Existing zoning and proposed land use of property within the proposed tract (single-family, multiple-family, commercial, industrial); and

u. A list of the names and addresses of the owners of real property located within six hundred (600) feet of the exterior boundaries of the property to be considered, as shown on the latest equalized assessment roll, and any update issued by the county assessor.

2. Reports and written statements on the following matters shall accompany the tentative map:

a. Proposed method of control of storm water, including data as to amount of runoff, and the approximate grade and dimensions of the proposed facilities;

b. A written statement (Land Division Form SAN 53) from the health officer stating that a water purveyor under permit has agreed in writing to serve all lots in the land division; and

c. A written statement (Land Division Form SAN 53) from the health officer stating the type of sewage disposal that will be permitted. To aid in this determination a sewer feasibility letter or a sewage disposal feasibility report and regional water quality control board clearance or other pertinent information shall be required.

3. If the land division lies within a special zone shown on the map prepared by the state geologist pursuant to the Alquist-Priolo Geologic Hazard Zone Act, a geologic report or waiver thereof pursuant to the provisions of this title shall accompany the tentative map;

4. A program for control of soil erosion in conformity with this chapter shall be submitted for land division in blow sand areas.

B. Tentative Parcel Maps.

1. The following information shall be shown and verified or accompany all tentative parcel maps and any other information that the community development department or city engineer may deem necessary and reasonable:

a. Parcel map identification number, assessor's parcel number, title of map, and legal description of property but not including tract name;

b. Name and address of owner and land divider and name and address of person preparing map;

c. Approximate total acreage of property and lot size net and gross for a typical lot and for each irregular lot, overall dimensions, north arrow, scale and date;

d. Land division boundary line and vicinity map showing relationship to surrounding community;

e. Assessor's map book and page numbers of adjoining land divisions;

f. Names, locations, right-of-way, width and improvements of existing adjacent streets, alleys, railroads and existing structures, both above and below ground;

g. Names, location, widths of rights-of-way or proposed streets, alleys and easements, and the approximate grades of proposed streets and approximate street centerline radii of curves;

h. Streets, alleys and right-of-way providing legal access to the property;

i. If private streets are proposed, it shall be so noted on the tentative map;

j. Names of utility purveyors, location and width of existing and proposed known public utility easements:

i. When specific areas for subsurface sewage disposal systems are required, the location and width of the disposal areas is required,

- ii. Any known existing wells on the property or within two hundred (200) feet of the subdivision boundary shall be indicated on the tentative map;
- k. Water courses, channels, existing culverts and drain pipes, including existing and proposed facilities for control of storm waters;
- l. Land areas subject to overflow, inundation or flood hazard;
- m. Any land or right-of-way to be dedicated for public use and right-of-way for railroads and other uses;
- n. Identify common areas and open spaces;
- o. Proposed lot lines and approximate dimension;
- p. Adjoining property and lot lines;
- q. Maximum contour interval shall be as required by the city engineer. The contour lines shall extend three hundred (300) feet beyond the exterior boundaries of the property when adjacent property is unimproved or vacant unless otherwise determined by the city engineer. Copies of U.S.G.S. topographic maps are acceptable only when other information is not available. County flood control and county road department base maps may be acceptable;
- r. Existing use and zoning of property immediately surrounding tentative map;
- s. Existing zoning and proposed land use of property within the parcel map (single-family, multifamily, commercial or industrial);
- t. A statement as to whether the tentative map includes the entire contiguous ownership of the land divider or only a portion thereof;
- u. A list of the names and addresses of the owners of real property located within three hundred (300) feet of the exterior boundaries of the property to be considered, as shown on the last equalized assessment roll, and any update issued by the county assessor; and
- v. Site Grading.
- i. Whenever any area of the proposed subdivision has a gradient of five percent or more, as measured between natural contours, the following information shall be shown on, or accompany, the tentative map:
 - (A) The proposed cuts and fills in the subdivision:

(1) All cut and fill slopes or combinations thereof shall be made no steeper than 2:1 (two horizontal to one vertical), and their height shall be no greater than ten (10) feet. Exceptions to these standards may be permitted as follows:

(i) Cut Slopes. Slope ratios steeper than 2:1 and slope heights in excess of ten (10) feet vertically shall be considered if they are recommended to be safe in a slope stability report written by either a registered geotechnical engineer or a registered engineering geologist. The slope stability report must also include recommendations for erosion control and landscaping of the proposed grading.

(ii) Fill Slopes. Fill slopes with heights in excess of ten (10) feet vertically (on a slope of 2:1) may be allowed if they are recommended to be safe in a slope stability report written by a registered geotechnical engineer. The slope stability report must also include recommendations for erosion control and landscaping of the proposed grading.

(iii) Based on the slope stability report, fill slopes greater than ten (10) feet may need to be constructed at a more gentle slope ratio (e.g., 3:1 or 4:1), in order to achieve stability.

(2) Cuts and fills in areas of subsurface sewage disposal shall be in accordance with the sewage disposal feasibility report recommendations;

(B) The elevations of all individual building pads in the subdivision;

(C) The elevations at the perimeter of the subdivision;

(D) The relationship to adjoining land and development.

ii. Where grading will tie into adjacent natural terrain, final manufactured slopes shall be blended into the existing terrain.

2. Reports and written statements on the following matters shall accompany the tentative map:

a. Proposed method of control of storm water, including data as to amount of runoff, and the approximate grade and dimensions of the proposed facilities;

b. A written statement (Form SAN 53) from the health officer, stating the type of sewage disposal and water supply that will be permitted shall be submitted for all commercial and industrial parcel maps.

3. If the land division lies within a special studies zone shown on the map prepared by the state geologist, pursuant to the Alquist-Priolo Geologic Hazard Zone Act, a geologic report or waiver thereof pursuant to the provisions of this title shall accompany all tentative parcel maps.

4. Request to waive the final map for any parcel map division shall be filed at the time of the filing of the tentative parcel map. (Ord. 694 § 1.1, 2005; Ord. 475 § 1.4, 1995; Ord. 386 §§ 1.23, 1.24, 1993; Ord. 359, 1992)

3.5. Section 9.02.060 of Chapter 9.02, Title 9 of the City of Moreno Valley Municipal Code is hereby repealed and replaced to read as follows:

“9.02.060 Conditional use permits.

A. Purpose and Intent. A conditional use permit is intended to allow the establishment of those uses which have some special impact or uniqueness such that their effect on the surrounding environment cannot be determined in advance of the use being proposed for a particular location. The permit application process allows for the review of location, design, configuration of improvements, and potential impact on the surrounding area based on fixed and established standards.

B. Authority. Authority for approval of conditional use permits shall be vested with the planning commission, except as described herein. Conditional use permit applications shall be subject to the major development review procedures pursuant to Section 9.02.030(B) of this chapter and public hearing procedures pursuant to Section 9.02.200 of this chapter. The community development director may approve conditional use permits for uses identified with the “◆” symbol in Table 9.02.020-1 of this chapter if: (1) the use is proposed within an existing building with no expansion; and (2) the building or use is located more than three hundred (300) feet from a residential zone; and (3) there are fewer than three residences within three hundred (300) feet in a nonresidential zone. Projects may be referred to the planning commission at the discretion of the community development director.

C. Required Findings. A conditional use permit may be approved in whole or in part, if all of the following findings can be made:

1. The proposed project is consistent with the goals, objectives, policies and programs of the general plan;
2. The proposed project complies with all applicable zoning and other regulations;
3. The proposed project will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity;
4. The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

D. Conditions of Approval. In approving a conditional use permit, the approving authority shall impose conditions of approval for the project regarding on-site improvements, off-site improvements, the manner in which the site is used and any

other conditions as may be deemed necessary to protect the public health, safety and welfare and ensure that the project will be developed in accordance with the purpose and intent of this title.

E. Revisions or Modifications. Revisions or modifications of conditional use permits may be requested by the applicant. Further, the planning commission may periodically review, modify or revoke a conditional use permit.

1. Revisions or Modifications Requested by Applicant. A revision or modification to an approved conditional use permit such as, but not limited to, change in conditions, expansions, intensity or hours of operation may be requested by an applicant. The requested revision or modification shall be processed in the same manner as the original conditional use permit.

2. Review by Planning Commission. The planning commission may periodically review any conditional use permit to ensure that it is being operated in a manner consistent with conditions of approval or in a manner which is not detrimental to the public health, safety or welfare, or materially injurious to properties in the vicinity. If, after review, the commission deems that there is sufficient evidence to warrant a full examination, then a public hearing date shall be set. At such public hearing, the planning commission may modify or revoke the permit pursuant to the provisions of Section 9.02.260 of this chapter. (Ord. 694 § 1.1, 2005; Ord. 512 § 1.3, 1997; Ord. 475 § 1.4, 1995; Ord. 405 § 1.16, 1993; Ord. 386 § 1.3, 1993; Ord. 359, 1992)”

3.6. Section 9.02.070 of Chapter 9.02, Title 9 of the City of Moreno Valley Municipal Code is hereby repealed and replaced to read as follows:

“9.02.070 Plot plan.

A. Purpose and Intent. The purpose of this section is to provide a mechanism by which all new construction of industrial, commercial or multiple-family residential can be reviewed when not subject to other discretionary review processes which have review authority over project design. Unless a specific application for a particular use is identified within this title, the plot plan application shall be used to implement the major development review process requirements.

B. Authority.

1. Except as otherwise provided herein, authority for approval of plot plans shall be vested with the planning commission. Plot plan applications shall be subject to major development review procedures pursuant to Section 9.02.200 of this chapter.

2. The community development director may approve projects within industrial districts or commercial districts without a public hearing, when such projects are located greater than three hundred (300) feet from a residential zone and there are fewer than three residences within three hundred (300) feet in a nonresidential zone.

The community development director, however, may approve the expansion of existing commercial and industrial uses regardless of their distance to residential zones or residential uses. The decision of the community development director may be appealed to the planning commission.

3. Authority to act on a plot plan application which depends on approval of another enabling application(s), but not limited to, a variance or general plan amendment, shall be vested with the review body authorized to act on the enabling application(s).

C. Required Findings. A plot plan may be approved in whole or in part, if all of the following findings can be made:

1. The proposed project is consistent with the goals, objectives, policies and programs of the general plan;

2. The proposed project complies with all applicable zoning and other regulations;

3. The proposed project will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity;

4. The location, design and operation of the proposed project will be compatible with existing and planned land uses in the vicinity.

D. Conditions of Approval. In approving a plot plan, the approving authority shall impose conditions of approval for the project regarding on-site improvements, off-site improvements, the manner in which the site is used and any other conditions as may be deemed necessary to protect the public health, safety and welfare and ensure that the project will be developed in accordance with the purpose and intent of this title.

E. Modifications or Revisions. Modification or revision of plot plans may be requested by the applicant. A modification or revision to an approved plot plan may include, but shall not be limited to, change in conditions, expansion, intensity, or hours of operation. The requested modification or revision shall be processed in the same manner as the original plot plan.

F. Notice. Notice of plot plan public hearing and the proposed environmental determination shall be provided, as specified in Section 9.02.200 of this title. For plot plan applications not subject to review at a public hearing, but requiring notice, the notice shall be provided for the decision date in the same manner and time frames, as described in Section 9.02.200 of this title. (Ord. 694 § 1.1, 2005; Ord. 575 § 2.2, 2000; Ord. 475 § 1.4, 1995; Ord. 449 § 1.2, 1995; Ord. 405 §§ 1.9, 1.10, 1.17, 1993; Ord. 386 § 1.4, 1993; Ord. 359, 1992)”

3.7. Section 9.02.080 of Chapter 9.02, Title 9 of the City of Moreno Valley Municipal Code is hereby repealed and replaced to read as follows:

“9.02.080 Administrative plot plan.

A. Purpose and Intent. The purpose of this section is to provide an administrative application under which development proposals listed as subject to the minor development review process may be processed. Unless a specific application for a particular use is identified within this title, the administrative plot plan application shall be used to implement the minor development review process requirements.

B. Authority. The community development director may approve administrative plot plans subject to the requirements, provisions and intentions of this title.

C. An administrative plot plan may be approved if all of the following findings can be made:

1. The proposed project is consistent with the goals, objectives, policies and programs of the general plan;

2. The proposed project complies with all applicable zoning and other regulations;

3. The proposed project will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity;

4. Landscaping Setbacks. In any commercial or industrial district, the community development director may decrease minimum setbacks by not more than ten (10) percent where the proposed setback area is in character with the surrounding neighborhood, and where such decrease will not unreasonably affect contiguous sites.

D. Revisions or Modifications. Revisions or modifications to an administrative plot plan shall be processed in the same manner as the original administrative plot plan.

E. Conditions of Approval. In approving an administrative plot plan, the approving authority shall impose conditions of approval for the project regarding on-site improvements, off-site improvements, the manner in which the site is used and any other conditions as may be deemed necessary to protect the public health, safety and welfare and ensure that the project will be developed in accordance with the purpose and intent of this title. (Ord. 757 § 2.5, 2008; Ord. 694 § 1.1, 2005; Ord. 475 § 1.4, 1995; Ord. 405 § 1.18, 1993; Ord. 386 § 1.5, 1993; Ord. 359, 1992)”

SECTION 4. SEVERABILITY

If any one or more of the terms, provisions or sections of this Ordinance shall to any extent be judged invalid, unenforceable and/or voidable for any reason whatsoever by a court of competent jurisdiction, then each and all of the remaining terms, provisions and sections of this Ordinance shall not be affected thereby and shall be valid and enforceable.

SECTION 5. EFFECT OF ENACTMENT

Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council, which addresses the same subject addressed herein.

SECTION 6. NOTICE OF ADOPTION

Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 7. EFFECTIVE DATE

This ordinance shall take effect thirty (30) days after the date of adoption.

INTRODUCED at a regular meeting of the City Council on September 3, 2019 and PASSED, APPROVED, and ADOPTED by the City Council on ____ by the following roll call vote, to wit:

- AYES: Council Members -
- NOES: Council Members -
- ABSENT: Council Members -
- ABSTAIN: Council Members -

ATTEST:

Dr. Yxstian Gutierrez, Mayor

Pat Jacquez-Nares, CMC & CERA, City Clerk

APPROVED AS TO FORM:

Martin D. Koczanowicz, City Attorney

Attachment: Ordinance No. 959, Amendments to Title 9 (3736 : SECOND READING AND ADOPTION OF ORDINANCE NO. 959 AMENDING TITLE



Report to City Council

TO: Mayor and City Council

FROM: Richard J. Sandzimier, Community Development Director
Steve Fries, Animal Services Division Manager

AGENDA DATE: September 17, 2019

TITLE: INTRODUCTION OF AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA ADDING SECTION 10.02.115 AND AMENDING SECTION 10.02.010 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE PROHIBITING THE HARASSMENT AND FEEDING OF UNDOMESTICATED BURROS

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Introduce and conduct the first reading of Ordinance ____ adding Section 10.02.115 and amending Section 10.02.010 of the City of Moreno Valley Municipal Code prohibiting the harassment and feeding of undomesticated burros.
2. Schedule the second reading and adoption of Ordinance ____ for the next regular Council meeting.

SUMMARY

This report recommends adoption of an Ordinance to regulate the harassment and feeding of undomesticated burros in the City of Moreno Valley. The ordinance aims to mitigate conflicts between the burros and City residents, to reduce human contact with the burros, reduce the occurrences of burros entering populated areas, as well as to reduce incidents between burros and motorists when burros enter highly populated areas of the City.

DISCUSSION

The Animal Services Division provides services to the residents of Moreno Valley, including responding to a variety of service requests from the public related to the undomesticated burros. The vast majority of undomesticated burro herds inhabit the unincorporated areas of Riverside County, specifically the Pigeon Pass, Reche Canyon and San Timoteo Canyon areas. These rural unincorporated areas have very large lot residential homes, some keep horses, and the properties adjoin large areas of open space where the burros roam. Unfortunately, oftentimes herds of burros do wander from the rural areas into the City's more highly populated neighborhoods, crossing highly traveled roadways and causing hazards to motorists. Burros found in the more populated neighborhoods can be a novelty site; many residents have grown fond of the burros that enter into their neighborhoods, and some well-meaning people have even taken action to provide food, water and assorted treats. These ongoing interactions with people, have over time, reduce the burros' instinctual fear of humans and vehicles and have created undesirable negative impacts within the community ranging from safety concerns and nuisances to residents and visitors, injured animals, harassed animals, property damage, and personal injury.

Due to easy access to food and water provided by humans, many undomesticated burros have discontinued the grazing that burros naturally do, and instead seek the populated areas to find food and water sources. As a result, the behavior passes from generation to generation of burros, which is a long-term detriment to these animals.

In an effort to mitigate the conflicts between undomesticated burros and humans, in 2017, the County of Riverside passed a similar ordinance as presented here to the City Council. To improve the opportunity to achieve greater positive outcomes in burro service responses, it would be prudent for the City to have regulations consistent with the similar mitigation efforts of our neighboring jurisdictions.

The Wild Free Roaming Horses and Burro Act of 1971 allows the United States Department of the Interior, Bureau of Land Management to manage animals on federal lands. However, this federal act has no application to burros located within the City limits as they are not inhabiting nor occupying any federally controlled land.

In 2007 the California State Legislature enacted Government Code Section 53074.5 – Undomesticated Burros, allowing local government animal control agencies to remove undomesticated burros off of private property, off of public roadways, and provide necessary medical treatment to undomesticated burros that are seriously ill or injured. This Government Code provides a means for undomesticated burro issues, within local jurisdictions, to be resolved in a safe and humane manner; however, the Code does not address the root cause of human influences that are a significant contributor to the burros losing their instinctual fear of humans and vehicles.

This proposed Ordinance before the City Council would enable the City to restrict and enforce undesirable human interference with burros with a primary goal to prohibit the feeding of undomesticated burros, and secondly to prohibit the potential harassment of these animals.

As some specific context on this matter, please note that the Animal Services Division responded to 95 service calls relating to undomesticated burros during Fiscal Year 2018-19. The 95 services calls was an increase of 28% when compared to similar service calls in Fiscal Year 2017-2018. The following is the trend by call type and disposition:

Service Call			Call Disposition		
Type	FY 17-18	FY 18-19	Type	FY 17-18	FY 18-19
Roaming	42	37	GOA / UTL	28	33
DOA	18	21	DOA P/U	15	24
Injured	12	36	Injured-To Vet/Rescue	3	1
Sick	2	1	Euthanasia	0	6
			RTW	27	31
			Educate	1	0
Total	74	95		74	95

It is important to note the significant increase in the number of burros reported as injured and the resulting euthanasia of these animals, which is largely the result of conflicts with motorists.

ALTERNATIVES

- 1) Introduce and conduct the first reading of the proposed Ordinance as submitted, and schedule the second reading and adoption for the next regular City Council meeting. Staff recommends this alternative.
- 2) Do not introduce, nor pursue the adoption of the proposed Ordinance and thereby not modify the code sections described in the staff report. Staff does not recommend this alternative.

FISCAL IMPACT

No significant fiscal impact is anticipated. Full cost recovery of enforcement of the regulations is expected to be covered by fines assessed to individuals found to be in violation of the Ordinance.

NOTIFICATION

Notice is provided with the posting of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Steve Fries
Animal Services Division Manager

Department Head Approval:
Richard J. Sandzimier
Community Development Director

CITY COUNCIL GOALS

Public Safety. Provide a safe and secure environment for people and property in the community, control the number and severity of fire and hazardous material incidents, and provide protection for citizens who live, work and visit the City of Moreno Valley.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

Objective 2.11: Protect people and property against animal related injury and nuisance through enforcement of local and state animal welfare laws and ordinances.

ATTACHMENTS

- 1. UndomesticatedBurros-Ordinancedraftmdkclean090319

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/05/19 4:27 PM
City Attorney Approval	<u>✓ Approved</u>	9/11/19 1:28 PM
City Manager Approval	<u>✓ Approved</u>	9/11/19 2:20 PM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING SECTION 10.02.115 AND AMENDING SECTION 10.02.010 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE PROHIBITING THE HARASSMENT AND FEEDING OF UNDOMESTICATED BURROS

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. FINDINGS. The City Council finds that the population growth of undomesticated burro herds, and the increased urbanization of the City of Moreno Valley, as well as the surrounding County areas, has resulted in an increase in injured wild burros from traffic accidents as well as property damage within the City limits; and that

The herds have migrated into populated areas using rail lines and roadways, seeking food that is provided by well-meaning people. Food that is made available in more populated areas reduces or eliminates the burros' fear of humans and cars and encourages the burros to abandon their natural instinct to graze in their habitat; and that

The change in the food seeking behaviors of the burros presents a safety issue for the residents, and burros within the City limits, as the burros continue to move further into populated areas in search of food, resulting in an increase in traffic accidents with potential for serious injuries to citizens, burros, and the infrastructure of roadways; and that

In an attempt to bring this problem under control, it is necessary to (1) prohibit feeding, or providing of food in any manner, to undomesticated burros, and (2) prohibit the harassment of the burros to reduce the human interaction that has resulted in the burros abandoning their grazing grounds and moving into the City limits.

SECTION 2. PURPOSE. The purpose of this Ordinance is to establish reasonable and uniform regulations to protect the undomesticated burro population by encouraging the instinctual behavior of the undomesticated burros by reducing human interactions with them. This purpose will be fulfilled by establishing and enforcing restrictions on human and undomesticated burro interactions. These will be enforced with citations, administrative penalties and fines, as well as any other enforcement mechanism permitted under the City of Moreno Valley Municipal Code.

SECTION 3. AUTHORITY. This Ordinance is adopted pursuant to the authority granted by Article 11, Section 7 of the Constitution of the State of California, Section 2156 and Section 4600 of the California Fish and

Game Code, Section 53074.5 of the Government Code, and California Code of Regulations, Title 14, Division 1, section 251.1 regarding the harassment of animals. Generally, this subject matter has been preempted by the state, however, Fish and Game Code Section 2156 authorizes regulation of fish and game by local government in situations where the enacted Ordinances relating to the possession or care of wild animals are more restrictive than the regulations. This Ordinance is based on a regulation of the Department of Fish and Game, 14 CA ADC, § 25.1, which was sought by San Bernardino and Riverside Counties, and prohibits the harassment, including feeding of, undomesticated mammals, or birds. This Ordinance is more restrictive than the regulation because it is specific to burros in the City of Moreno Valley and focuses on prohibiting feeding as its primary objective, with a secondary goal of prohibiting the harassment as set forth in the regulation. The Ordinance is not duplicative of state law, or preempted by state legislation.

SECTION 4. Section 10.02.115 of the Moreno Valley Municipal Code is hereby added to read as follows:

Section 10.02.115 Prohibiting the Harassment and Feeding of Undomesticated Burros

- A. FEEDING OF UNDOMESTICATED BURROS. Except as provided in Subsection E, it is unlawful for any person to feed, or in any manner provide food to, any burro that is not owned or lawfully possessed by that person.

- B. HARASSMENT OF ANIMALS. Except as otherwise authorized in this Ordinance or in the California Fish and Game Code and regulations promulgated pursuant thereto, no person shall feed, harass, herd, drive capture, keep, or attempt to domesticate, any undomesticated burro.

- C. ENFORCEMENT.
 - 1. The Animal Services Administrator shall supervise the administration and enforcement of this Ordinance and the enforcement of the laws of the State of California pertaining to the care and control of animals.
 - 2. The Animal Services Administrator is authorized to post signs advising the public that feeding undomesticated burros is prohibited by this Ordinance and the California Code, Regulations, Title 14, Division 1, Section 251.1 regarding the harassment of animals.
 - 3. The City Council may enter into a written agreement or agreements with any veterinarian, organized humane society, association, person,

corporation or organization which will provide assistance to the City in providing care for undomesticated burros.

- 4. It shall be unlawful for any person to interfere with, oppose, or resist any officer, employee or person empowered to enforce the provisions of this Ordinance while such officer, employee or person is engaged in the performance of his/her duties as provided in the Moreno Valley Municipal Code or state law.
- 5. Nothing in this Ordinance shall prevent the Animal Services Administrator from acting, when he/she deems it appropriate to do so, under the applicable provisions of the California Penal Code, Section 597, et seq.

D. VIOLATION.

- 1. A violation of this Section shall be punishable in accordance with Section 1.01.200.

E. EXEMPTIONS. This Section shall not apply to:

- 1. Any Animal Rescue Operation or Animal Rescuer that is authorized to assist the Animal Services Division of the City of Moreno Valley in the care and relocation of undomesticated burro herds.
- 2. A landowner or tenant who drives or herds undomesticated burros for the purpose of preventing damage to private or public property, including aquaculture and agriculture crops.

In order to be exempted from the provisions of this Section, a person must notice the Animal Services Division of the City of Moreno Valley of their action as soon as they are reasonably able, but no later than 48 hours after the event.

SECTION 5. Section 10.02.010 of the Moreno Valley Municipal Code is hereby amended to include definitions used in this Ordinance to be alphabetically incorporated into the existing section:

Section 10.02.010 Definitions:

Animal Rescuer. Any individual possessing an animal rescue partnership agreement with the Animal Services Division of the City of Moreno Valley, who routinely takes temporary possession of an animal from the rightful owner of said animal, or any animal from an animal shelter that has been retained by the City in accordance with this Ordinance.

Attachment: Undomesticated Burros-Ordinance draft mdkclean090319 [Revision 2] (3725 : Prohibiting the Harassment & Feeding of

Animal Rescue Operation. Any building, structure, enclosure or premises run by an Animal Rescuer, whether or not a valid nonprofit corporation has been formed pursuant to the provisions of the California Corporations Code for the prevention of cruelty to animals.

Feeding. The intentional act of providing food to any animal by a person.

Harass. Any intentional act that disrupts an animal's normal behavioral patterns, which includes, but is not limited to, driving, breeding, feeding or sheltering.

Person. Any person, firm, cooperation, association, society, or other organization or entity.

Providing Food. The intentional act of making food available to wild animals in any location within the City limits without the approval of the City.

Undomesticated Burro. As defined in California Government Code §53074.5; A wild burro or a burro which has not been tamed or domesticated for a period of three years after its capture and is not protected by the federal government under the federal Wild Free-Roaming Horses and Burros Act.

Section 6. SEVERABILITY. If any provision, clause, sentence or paragraph of this Ordinance or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of the provisions of this Ordinance which can be given effect without the invalid provision or application, and to this end, the provisions of this Ordinance are hereby declared to be severable.

Section 7. EFFECTIVE DATE. This Ordinance shall take effect thirty (30) days after its adoption.

APPROVED AND ADOPTED this _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: UndomesticatedBurros-Ordinancedraftmdkclean090319 [Revision 2] (3725 : Prohibiting the Harassment & Feeding of

ORDINANCE JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. YYYY-____ was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the ____ day of _____, YYYY, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: UndomesticatedBurros-Ordinancedraftmdkclean090319 [Revision 2] (3725 : Prohibiting the Harassment & Feeding of



Report to City Council

TO: Mayor and City Council

FROM: Richard J. Sandzimier, Community Development Director

AGENDA DATE: September 17, 2019

TITLE: ADOPTION OF UPDATED CITY RULES AND PROCEDURES TO IMPLEMENT THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)

RECOMMENDED ACTION

Recommendation:

That the City Council APPROVE Resolution 2019-XX, and thereby:

1. CERTIFY that the adoption of the City of Moreno Valley Rules and Procedures for the Implementation of the California Environmental Quality Act is exempt in accordance with CEQA Guidelines based on the common sense exemption, Section 15061(b)(3); and
2. ADOPT the City of Moreno Valley Rules and Procedures for the Implementation of the California Environmental Quality Act based on the findings contained in Resolution 2019-XX and the attached Exhibit A.

SUMMARY

This report recommends adoption of an update to the local procedures for implementing the provisions of the California Environmental Quality Act (CEQA). The CEQA Guidelines (Section 15022) require that local agencies adopt implementing procedures that are consistent with CEQA for administering its responsibilities under CEQA. The recommended update of the procedures will bring the City in compliance with the State CEQA Guidelines. A major amendment by the state of the CEQA Guidelines became effective in late April of this year.

DISCUSSION

State law requires a local jurisdiction to adopt its own regulations for the implementation

of CEQA. The goal of the adoption of local implementing procedures is to create a comprehensive document that accurately reflects both state and local policies. The City procured consultant services through a Request for Proposals to assist with the comprehensive update of the local procedures, which have not been thoroughly updated since 1992. RECON Environmental, Inc. (RECON) was selected as the consultant team for this effort, and work began in spring 2019. RECON has provided the City with a document that is user friendly and incorporates all of the requirements for implementing procedures described in Section 15022 of the CEQA Guidelines

On August 22nd, the Planning Commission reviewed the proposed Rules to Implement CEQA and recommended approval to the City Council of the document as presented. Staff responded to several questions of the Planning Commission, and clarified that once approved, the City's updated CEQA procedures will be placed on the City's website for ease of use by the development community.

Staff recommends that the City adopt the updated implementing procedures along with the State CEQA Guidelines by reference. Provided the implementing procedures are consistent with the CEQA Guidelines and statutes, the City can customize the implementing procedures to meet the needs of the City. The recommended implementing procedures include a customized list of projects that qualify as ministerial, and categorically exempt.

Other local resource documents/tools have been prepared in conjunction with the City's implementing procedures. The intent is for the resource documents/tools to be updated administratively, as warranted, to reflect minor clarifications and updates. These documents/tools are attachments to this staff report and include the following:

- Initial Study Preparation Guide – The guide is a companion document to the Rules and Procedures to Implement CEQA and will benefit both City staff and consultants preparing Initial Studies.
- Initial Study Form – This is the required Initial Study checklist form that is consistent with the CEQA Guidelines.
- Environmental Impact Report Format and Content Guidelines – The document ensures that Environmental Impact Reports are prepared for the City in an organized, consistent, and timely manner.

As allowed for in Section 15022d of the CEQA Guidelines, the staff recommendation is for the City to adopt the State CEQA Guidelines through incorporation by reference, along with tailored modifications that are specific to the operations of the City of Moreno Valley. Subsequent updates to the local Rules and Procedures for the Implementation of CEQA that become warranted due to changes of the CEQA Guidelines by the State would be brought back to the Planning Commission and City Council for consideration.

Pursuant to the California Environmental Quality Act ("CEQA") and the City's local CEQA Guidelines, the adoption of the State CEQA Guidelines is covered by the general rule exemption as CEQA applies only to projects which have the potential for causing a

significant effect on the environment. The adoption of this document will not have a significant environmental effect and therefore, the common sense exemption from CEQA pursuant to Section 15061(b)(3) of the State CEQA Guidelines (14 CCR §15061(b)(3)) applies.

ALTERNATIVES

1. Approve the proposed Resolution as submitted, approving the updated City's Rules and Procedures to Implement CEQA. Staff recommends this alternative.
2. Do not approve the Resolution as submitted and thereby do not modify the City's Rules and Procedures to Implement CEQA as described in the staff report. This alternative would result in the existing City's Rules and Procedures remaining in place. Staff does not recommend this alternative.

FISCAL IMPACT

The proposal is an update to the City's Rules and Procedures to Implement CEQA. There is no fiscal impact to the City

NOTIFICATION

The posting of the meeting agenda serves as the necessary noticing for this Agenda item.

PREPARATION OF STAFF REPORT

Prepared By:
Chris Ormsby
Senior Planner

:
Richard J. Sandzimier
Community Development Director

CITY COUNCIL GOALS

Advocacy. Develop cooperative intergovernmental relationships and be a forceful advocate of City policies, objectives, and goals to appropriate external governments, agencies and corporations.

CITY COUNCIL STRATEGIC PRIORITIES

1. **Economic Development**
2. **Public Safety**
3. **Library**
4. **Infrastructure**
5. **Beautification, Community Engagement, and Quality of Life**

6. Youth Programs

ATTACHMENTS

1. Resolution No. 2019-XX Rules and Procedures to Implement CEQA
2. Exhibit A Rules and Procedures for the Implementation of CEQA
3. Initial Study Form
4. Initial Study Preparation Guide
5. EIR Format and Content Guidelines

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/11/19 2:35 PM
City Attorney Approval	<u>✓ Approved</u>	9/11/19 1:36 PM
City Manager Approval	<u>✓ Approved</u>	9/11/19 2:14 PM

RESOLUTION NO. 2019-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY ADOPTING THE CITY OF MORENO VALLEY RULES AND PROCEDURES FOR THE IMPLEMENTATION OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, APPLICATION NO. PEN18-0140

WHEREAS, City of Moreno Valley Community Development Department staff has filed an application for the approval of PEN18-0140, as described in the title of this Resolution; and

WHEREAS, the California Environmental Quality Act ("CEQA") (Cal. Pub. Res. Code § 21000 *et seq.*) and Title 14, of the California Code of Regulations § 15022, requires every public agency to adopt objectives, criteria, and specific procedures consistent with CEQA and the State CEQA Guidelines (Title 14, Chapter 3 of the California Code of Regulations § 15000 *et seq.*) ("State CEQA Guidelines") for implementing its responsibilities under CEQA; and

WHEREAS, the City's CEQA implementing procedures assist in the orderly evaluation of projects and their potential effects on the environment and preparation of environmental documents; and

WHEREAS, the City of Moreno Valley City Council adopted CEQA procedures in 1987, and amended the procedures in 1988 and 1992; and

WHEREAS, the City now desires to update and streamline its implementing procedures and that the procedures be consistent with the current provisions of the State CEQA Statutes Guidelines and remain consistent on a continuing basis; and

WHEREAS, this action is exempt from CEQA, pursuant to Section 15061(b)(3) of the State Guidelines as this activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Since it can be seen with certainty that there is no possibility that this activity may have a significant effect on the environment, the activity is not subject to CEQA. The implementing procedures are consistent with the State CEQA Guidelines and State statutes; and

WHEREAS, the project was appropriately agenized for review by the Planning Commission of the City of Moreno Valley (Planning Commission); and

WHEREAS, on August 22, 2019, the Planning Commission held a public meeting to consider the City of Moreno Valley Rules and Procedures for the Implementation of the California Environmental Quality Act, and took action to recommend approval of the proposal to the City Council; and

WHEREAS, on September 17, 2019, the City Council held a public meeting to consider the proposed CEQA Rules and Procedures; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT RESOLVED, it is hereby found, determined and resolved by the City Council as follows:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on September 17, 2019, including staff reports, public testimony and the record, this City Council hereby specifically finds as follows:

Section 1. All of the facts set forth in the Recitals of this Resolution are true and correct.

Section 2. The City's "Rules and Procedures for the Implementation of CEQA" most recently updated in 1992 are hereby replaced with "City of Moreno Valley Rules and Procedures for the Implementation of the California Environmental Quality Act" attached as Exhibit A.

Section 3. Except as otherwise expressly provided herein, the provisions of CEQA and the State CEQA Guidelines are hereby adopted and made a part of this Resolution with the same effect as if fully set forth herein, and all the provisions thereof shall apply to projects proposed to be carried out or given discretionary review and approval by the City.

Section 4. It is the intent of the City to conform to the requirements of the State CEQA Guidelines and CEQA. If any of the specific procedures or provisions adopted herein should be in conflict with CEQA or the State CEQA Guidelines, CEQA and the State CEQA Guidelines shall prevail. The City may administer its responsibilities under CEQA in any manner which meets the requirements of CEQA, notwithstanding the specific procedures and provisions set forth in the City's implementing CEQA procedures.

BE IT FURTHER RESOLVED that the City Council HEREBY APPROVES Resolution No. 2019-XX, and thereby;

1. CERTIFY that the adoption of the City of Moreno Valley Rules and Procedures for the Implementation of the California Environmental Quality Act is exempt in accordance with CEQA Guidelines based on the common sense exemption, Section 15061(b)(3); and
2. APPROVE the City of Moreno Valley Rules and Procedures for the Implementation of the California Environmental Quality Act based on the findings contained in Resolution 2019-XX and the attached Exhibit A.

APPROVED this 17th day of September, 2019.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, Pat Jacquez-Nares, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2019-XX was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 17th day of September, 2019 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

CITY CLERK

(SEAL)

**City of Moreno Valley Rules and Procedures
for the Implementation of the
California Environmental Quality Act**
Public Resources Code 21000 et. seq. and CEQA Guidelines
(California Code of Regulations, Title 14, Section 15000 and following)



July 2019

Prepared by City of Moreno Valley
Community Development Department

Adopted by the City Council as the official rules for use by all Departments and
Divisions under the Authority of the City Council

Attachment: Exhibit A Rules and Procedures for the Implementation of CEQA (3719 : Rules and Procedures to Implement CEQA)

Amendment Tracking

Adopted:

Acknowledgments

City of Moreno Valley

Patty Nevins, Planning Official

Chris Ormsby, Senior Planner

Sean Kelleher, Senior Planner

Claudia Manrique, Associate Planner

Prepared with Assistance From:

RECON Environmental, Inc.

McKenna Lanier Group, Inc.

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A: Governor’s Office of Planning and Research CEQA Process Flow Chart

Attachment: Exhibit A Rules and Procedures for the Implementation of CEQA (3719 : Rules and Procedures to Implement CEQA)

Introduction

State law requires that every lead agency have defined rules or guidelines to implement the California Environmental Quality Act of 1970 (CEQA). The laws and rules governing the CEQA process are contained in the CEQA statute, Public Resources Code (PRC) §§21000 and following, the CEQA Guidelines (California Code of Regulations, Title 14, Section 15000 and following, referred to as “Guidelines” herein), and locally adopted CEQA procedures. This document represents the City of Moreno Valley’s (City) “Rules and Procedures for the Implementation of CEQA” hereinafter referred to as the CEQA Rules & Procedures, and is intended to update and replace, in its entirety, the previous City guidance document dated December 20, 1988 and as amended in 1992. These CEQA Rules & Procedures shall be applicable to all City Department(s) that have responsibilities under CEQA as either a “Lead Agency” or a “Responsible Agency.” The Community Development Department is hereby designated as the principal “Lead Agency” Department for the City with respect to CEQA compliance.

Section 1 Purpose

These CEQA Rules and Procedures provide guidance to City Departments in the implementation of CEQA and the Guidelines. They are intended to provide objective and specific direction for the processing of projects pursuant to CEQA and to ensure the City produces consistent and adequate environmental documents.

These procedures are not meant to replace the State Guidelines but to implement and tailor the general provisions of the State Guidelines to the specific operations of the City. The City may administer its responsibilities under CEQA in any manner which meets the requirements of CEQA, notwithstanding the specific procedures and provisions set forth in these procedures. If any of these procedures are in conflict with or contrary to any provision of the State Guidelines as they exist or may be amended hereafter, the State Guidelines shall take precedence.

Section 2 CEQA Basics and Definitions

2.1 What is CEQA?

The California Environmental Quality Act (CEQA) is a State law that is intended to provide disclosure of the potential environmental impacts that may result from implementation of a project to both the public and decision maker. If a project subject to CEQA will not cause any significant adverse environmental impacts, a public agency may adopt a brief document known as a Negative Declaration (ND) or a Mitigated Negative Declaration (MND). If the project may cause adverse environmental impacts, the public agency must prepare a more detailed study called an Environmental Impact Report (EIR). An EIR contains in-depth

studies of potential impacts, measures to reduce or avoid those impacts, and an analysis of alternatives to the project. A key feature of the CEQA process is the opportunity for the public to review and provide input on both NDs and EIRs. The CEQA process supports identifying feasible mitigation and/or project alternatives that can minimize or avoid environmental impacts. However, in some cases, significant and unavoidable impacts may result even when all feasible mitigation measures are implemented. CEQA does not require that projects be denied if significant impacts would result. A flow chart describing the CEQA process is provided as [Attachment A](#).

A number of resources are available that provide useful guidance for implementation of CEQA. These include the Association of Environmental Professionals which provides topic papers on a number of CEQA issues, and the Governor’s Office of Planning and Research (OPR), which maintains a website that provides CEQA technical advisories, published cases, and the latest updates to CEQA among other important resources. In addition, the CEQA Guidelines §§15350 to 15387 defines a number of important terms used throughout the Guidelines, some of which are summarized below.

2.2 What is a “Project” Under CEQA? (Guidelines §15378)

“Projects” covered by CEQA include any activity carried out, approved, or funded by a California public agency that may result in an adverse physical change in the environment, either directly or indirectly. If the activity is not a “project,” then CEQA does not apply. CEQA typically applies to discretionary projects.

Specifically, Guidelines §15378 (a) defines a project as:

[T]he whole of an action, which has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment, and that is any of the following:

- 1) An activity directly undertaken by any public agency including but not limited to public works construction and related activities clearing or grading of land, improvements to existing public structures, enactment and amendment of zoning ordinances, and the adoption and amendment of local General Plans or elements thereof pursuant to Government Code Sections 65100–65700.
- 2) An activity undertaken by a person which is supported in whole or in part through public agency contacts, grants, subsidies, loans, or other forms of assistance from one or more public agencies.
- 3) An activity involving the issuance to a person of a lease, permit, license, certificate, or other entitlement for use by one or more public agencies.

2.3 Discretionary Project (Guidelines §§15002(i), 15357)

A discretionary project is a project that requires the exercise of judgement or deliberation by a decision maker. Discretionary projects are subject to CEQA.

2.4 Ministerial Project (Guidelines §§15002(i), 15268, 15369)

A ministerial project requires little or no judgment by a public official. The City has no discretion, but is legally compelled to grant the approval if the required factual showing is made. Ministerial projects are exempt from the requirements of CEQA and do not require the preparation of a Notice of Exemption (NOE) or compliance with other exemption procedures. As stated in the guidelines, the determination of what is “ministerial” can most appropriately be made by the particular public agency involved based upon its analysis of its laws and each public agency should make such determination either as a part of its implementing regulations or on a case-by-case basis. The following examples are City project types that generally qualify as ministerial under CEQA:

- a) Issuance of Building Permits
- b) Issuance of Certificates of Occupancy
- c) Issuance of licenses (business licenses, etc.)
- d) Issuance of a permit to do street work
- e) Issuance of an Encroachment Permit
- f) Approval of individual utility service connections and disconnections.
- g) Approval of a final map in compliance with the conditions of approval of the tentative map and consistent with all applicable laws.
- h) Approval of Lot Line Adjustments if consistent with all City requirements
- i) Sign permits (excluding sign programs), not requiring Conditional Use Permits or other hearings.
- j) Approval of Special Event Permits
- k) Accessory Dwelling Units consistent with the Municipal Code

Where a project involves an approval that contains elements of both ministerial and discretionary actions, the project will be deemed to be discretionary and will be subject to the requirements of CEQA. The decision whether the approval of a proposed project or activity is ministerial in nature may involve or require interpretation of the language of the legal mandate, and should be made on a case-by-case basis.

2.5 What is a Lead Agency? (Guidelines §15367)

The lead agency is the public agency that has primary responsibility for approving a project. For project applications submitted to the City of Moreno Valley, the City will typically be considered the lead agency. Additional lead agency guidance is available in Guidelines §15051.

2.6 Responsible Agency (Guidelines §15381)

A responsible agency is the public agency which proposes to carry out or approve a project for which a lead agency is preparing or has prepared an environmental document. For example, where the City is the lead agency for a project that would require a permit from another agency in order to implement the project (e.g., California Department of Transportation right-of-way permit or a Local Agency Formation Commission action), those additional permitting agencies are responsible agencies. The environmental document for the project should consider the future actions required by responsible agencies.

2.7 Substantial Evidence (Guidelines §15384)

Per Guidelines §15384:

“Substantial evidence” means enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion, even though other conclusions might also be reached. Whether a fair argument can be made that the project may have a significant effect on the environment is to be determined by examining the whole record before the lead agency. Argument, speculation, unsubstantiated opinion or narrative, evidence which is clearly erroneous or inaccurate, or evidence of social or economic impacts which do not contribute to or are not caused by physical impacts on the environment does not constitute substantial evidence. Substantial evidence shall include facts, reasonable assumptions predicated upon facts, and expert opinion supported by facts.

2.8 Administrative Record

The administrative record is the documentary evidence obtained or created which relates to the project. A systematic, careful, and complete compilation of all materials related to the project is necessary in order to defend the decision-making associated with the project. PRC §21167.6(e) provides a detailed list (record of proceedings) of what must be contained in an administrative record. Materials not contained in the administrative record cannot be relied upon in defending the agency’s decision.

Section 3 Responsibilities of the City

The City is responsible for implementing CEQA Guidelines for any project subject to CEQA for which it is the lead agency. These guidelines apply to both privately and publicly initiated projects and to any City department that proposes to carry out a project under CEQA.

At the direction of the Community Development Director of the City of Moreno Valley, the City Planning Division reviews public and private development applications for conformance with ordinances and policies related to zoning, design, land development division, and CEQA. Planning Division staff recommends and implements land use policies, processes land use applications and prepares and processes updates and revisions to the General Plan,

Municipal Code, Landscape Guidelines and Design Guidelines. This division provides staff support to City Council, the Planning Commission, Environmental and Historical Preservation Board, and the Project Review Staff Committee.

The Community Development Department - Planning Division staff serves as the lead in implementing these CEQA Rules and Procedures and will be available to assist other City departments in interpreting and applying these guidelines in a consistent manner, as needed.

Section 4 Environmental Review

The first step in determining the appropriate processing steps is to determine if the activity is a project under CEQA. A detailed CEQA decision flow chart is provided in [Attachment A](#). If the project is a ministerial action, no further action is required. If the project qualifies for an exemption (refer to Exemption Procedures, Sections 5.1.1 to 5.1.4), an NOE should be prepared and filed after project approval (refer to Noticing Requirements, Section 5.2). If the project may have a potentially significant effect on the environment, an Initial Study may be prepared (refer to Section 6) to determine whether a ND/MND or an EIR is appropriate. If it is known whether an EIR will be prepared, preparation of an Initial Study is not required, but may be used to define the scope of the EIR concurrent with release of the Notice of Preparation.

4.1 Pre-Application

The City's development review process provides the opportunity for a pre-application review to allow for early identification of key issues. A pre-application review involves internal discussion among City departments to identify key issues, required studies, and other project requirements. A pre-application review is not required, but is recommended for major development review projects. This process can assist project applicants in identifying necessary technical reports and the anticipated environmental document that will be required.

4.2 Application Review

Planning Division staff will review submitted applications and all supporting data for completeness. The project will be reviewed by the applicable City departments for adherence to the General Plan, zoning, Municipal Code development standards, and all other applicable requirements. Staff will inform the applicant of any known potential environmental impacts.

4.3 Applicability of Technical Reports

City staff will identify the need for project specific technical analysis on a project basis. Where applicable, certain quantifiable thresholds are used to determine applicability of technical report requirements. For example, the City Transportation Engineering Division maintains a Traffic Impact Analysis Preparation Guide that describes when a project level

transportation analysis is required. Generally, if a transportation analysis is required, the City will also require preparation of a noise, air, and greenhouse gas assessment.

If a project would potentially impact biological resources not covered by the Western Riverside County Multiple Species Conservation Plan, a general biological resources report would be required. The report must be consistent with the MSHCP and address consistency with the Plan. For discretionary projects located within a MSHCP Criteria area, a MSHCP Consistency Analysis is required to address the goals and objectives of the Reserve System. For those projects (except for single-family residential – individual unit) a Joint Project Review process must be completed.

A cultural resources survey would generally be requested for any development that would disturb native soils. If a potentially historic resource is present, a historical analysis may be requested. Other reports such as a light and glare report, agricultural technical report, and/or a Phase I Environmental Site Assessment would be evaluated on a case-by-case basis considering the characteristics of both the project and the project site.

4.3.1 Water Supply Assessments

Certain large projects trigger the requirement for a Water Supply Assessment pursuant to Senate Bill 610 (Chapter 643, Statutes of 2001; Water Code Sections 10910–10915). These assessments are completed by water agencies, and not project applicants. Water Supply Assessments are generally required for projects of the following size:

- A proposed residential development of more than 500 dwelling units.
- A proposed shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space.
- A proposed commercial office building employing more than 1,000 persons or having more than 250,000 square feet of floor space.
- A proposed hotel or motel, or both, having more than 500 rooms.
- A proposed industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area.
- A mixed-use project that includes one or more of the projects specified in this subdivision.
- A project that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500-dwelling-unit project.
- If a public water system has fewer than 5,000 service connections, then any proposed residential, business, commercial, hotel or motel, or industrial development that would account for an increase of 10 percent or more in the number of the public water system's

existing service connections, or a mixed-use project that would demand an amount of water equivalent to, or greater than, the amount of water required by residential development that would represent an increase of 10 percent or more in the number of the public water system's existing service connections.

For more information on this topic refer to the Guidebook for Implementation of Senate Bill 610 and Senate Bill 221 of 2001 produced by the California Department of Water Resources¹.

4.4 Environmental Determination (Guidelines §§15060, 15101, 15102)

Once the City determines an application is complete, the time period starts for environmental review. Within 30 days of a determination of completeness, the decision of whether to prepare a ND or EIR must be made. This time period may be extended 15 days by mutual consent of the lead agency and applicant. The City will then initiate the required consultation (see Sections 4.6 and 4.7 below) and will either initiate preparation of an environmental document (for public projects) or inform the applicant of the environmental determination so that the appropriate environmental document can be prepared by a qualified consultant.

A lead agency may still require project applicants to submit additional information needed to conduct the environmental review after the application has been deemed complete. These information requests do not affect the status of the applicant's application.

If it is unclear whether a ND/MND or EIR will be required, an Initial Study may be prepared in order to determine if the project may have a significant effect on the environment and to guide the selection of appropriate environmental document to be prepared, as detailed in Section 4.5.

4.5 Initial Study Procedures (Guidelines §15063)

An Initial Study shall be prepared for all projects that are not exempt from CEQA, unless it has been determined, and the applicant concurs, that an EIR will be required. The EIR process may begin immediately (Guidelines §15060(d)) without preparation of an Initial Study.

The Initial Study can serve as a tool to identify and select the appropriate environmental document. It can also be used as a means to limit potentially significant impacts and enable the project to qualify for a MND. The Initial Study provides the required documentation of the factual basis for the finding that a project would not have a significant effect on the environment.

The Initial Study shall follow the City's approved format and City staff and consultants may refer to the City's Initial Study Preparation Guide for useful resources and analysis guidance. For projects with previous environmental documents, the Director or designated staff shall

¹ California Department of Water Resources Guidebook for Implementation of Senate Bill 610 and Senate Bill 221 of 2001 https://water.ca.gov/LegacyFiles/pubs/use/sb_610_sb_221_guidebook/guidebook.pdf.

ensure the analysis within the Initial Study is based upon the criteria identified in Guidelines §15162.

The Initial Study shall be prepared by a qualified consultant, unless otherwise determined by the Director or designated staff. If prepared by a consultant, City staff will review the Initial Study for adequacy, including proposed mitigation measures which will ultimately become the project's Mitigation, Monitoring and Reporting Program (MMRP). If it is determined that additional information is required to complete any part of the analysis within the Initial Study, the Director or designated staff shall advise the applicant of the additional data or information that is required. After the Initial Study is revised/updated, City staff will review the revised document and one of the following possible determinations will be made:

- a) The Initial Study shows that there is no substantial evidence, in light of the whole record, that the project may have a significant effect on the environment and a ND shall be prepared (Guidelines §15070(a), refer to Section 6);
- b) The Initial Study identifies that there are potentially significant effects, but that mitigation measures have been adopted as part of the project and there is no substantial evidence, in light of the whole record before the agency, that the project with the implementation of the proposed mitigation measures may have a significant effect on the environment, and a MND shall be prepared (Guidelines §15070(b), refer to Section 6);
- c) The Initial Study identifies that there is substantial evidence that any aspect of the project, either individually or cumulatively, may cause a significant effect on the environment, an EIR shall be prepared (refer to Section 7, below).

4.6 Consultation with Responsible/Trustee Agencies (Guidelines §15063(g))

The Director or designated staff shall consult with responsible agencies, trustee agencies, and others responsible for any natural resources potentially affected by the project to determine the environmental concerns for each agency involved in the project application as appropriate. Agencies that may need to be consulted include, but are not limited to, water districts if a Water Supply Assessment is triggered, the Airport Land Use Commission if the project is located within an airport influence area, and affected military agencies.

Senate Bill 1462 requires a lead agency to notify the United States Military of certain development projects (Guidelines §15190.5). The intention is to create a local notification process whereby the United States Military will be informed of certain local land use proposals to prevent land use conflicts between local communities and military installations and training facilities. Any project that meets the following criteria requires notice to the affected military installation pursuant to Guidelines §15072 (f):

- is located within 1,000 feet of a military installation (March Air Reserve Base);
- is located beneath a low-level flight path; or,

- is within special use airspace as defined in Section 21098 of the PRC.

4.7 Consultation with Tribes (PRC 21080.3)

With implementation of Assembly Bill (AB) 52, California tribes now have the ability to establish, through a formal notice letter, a standing request to consult with a lead agency regarding any proposed project subject to CEQA in the geographic area with which the tribe is traditionally and culturally affiliated. The Native American Heritage Commission (NAHC) has authority to verify the tribes' cultural affiliation. A lead agency must provide written notification to requesting tribes on its notice list within 14 days of a decision to undertake a project or a determination that a project application is complete. Notice to the tribes must include a brief project description, the project location, and the lead agency's contact information. A tribe then has 30 days to request consultation. If the tribe does not respond in that period or writes to decline consultation, the lead agency has no further obligation. If the tribe requests consultation, the lead agency must begin the consultation within 30 days and prior to the release of an ND, MND, or EIR for that proposed project. Refer to PRC §21080.3.1 and the Office of Planning and Research Technical Advisory on AB 52 and Tribal Cultural Resources in CEQA² for additional detail on this consultation process.

Section 5 Exemption Procedures

Pursuant to CEQA Guidelines §15061, a project is exempt from CEQA if:

- The project is exempt by statute.
- The project is exempt pursuant to a categorical exemption.
- The activity is covered by the common sense exemption that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.
- The project is exempt pursuant to the provisions of Article 12.5 which provides for exemptions for Agricultural Housing, Affordable Housing and Residential Infill Projects.

5.1 Types of Exemptions

5.1.1 Statutory Exemptions (Guidelines §§15260 to 15285)

Statutory exemptions are projects specifically excluded from CEQA consideration as defined by the State Legislature. These exemptions are applied to any given project that falls under its definition, regardless of the project's potential impacts to the environment. Example statutory

²Office of Planning and Research Technical Advisory on AB 52 and Tribal Cultural Resources in CEQA <http://nahc.ca.gov/wp-content/uploads/2017/06/Technical-Advisory-AB-52-and-Tribal-Cultural-Resources-in-CEQA.pdf>.

exemptions include feasibility and planning studies, emergency permits, family day care homes for up to fourteen children, and air quality permits. A project that will be rejected or disapproved by a public agency may be found statutorily exempt (Guidelines §15270(b)).

5.1.2 Categorical Exemptions (Guidelines §§15300 to 15332)

Categorical exemptions are descriptions of types of projects which the Secretary of the Resources Agency have determined may not have a significant effect on the environment. Unlike statutory exemptions, categorical exemptions are not absolute. There are exceptions to the exemptions depending on the nature or location of the project. If an exception pursuant to the Guidelines §15300.2 applies, the project would not be exempt. Specifically, the following types of projects would not be exempt:

- located in sensitive environments;
- would result in cumulative impacts;
- have a significant effect on the environment;
- affect scenic highways;
- affect historical resources; and
- are hazardous waste sites

The Director or designated staff may require the submittal of technical studies or environmental documents to assess whether a project qualifies for an exemption.

Guidelines §15300.4 states that each public agency shall, in the course of establishing its own procedures, list those specific activities that fall within each of the exempt classes. There are 33 classes of Categorical Exemptions (referred to as Class 1, Class 2, etc.) provided in the Guidelines. Of the 33 classes listed in the guidelines (Guidelines Sections 15301 to 15333), the classes cited below and accompanying examples represent the most commonly used categorical exemptions by the City. Please refer to the Guidelines for the complete list of exemptions and explanations:

Class 1 - Existing facilities, including existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails and similar facilities, this includes road grading for the purpose of public safety (see discussion of City projects that would generally be expected to fall under 15301 (c) below), and other alterations such as the addition of bicycle facilities, including but not limited to bicycle parking, bicycle-share facilities and bicycle lanes, transit improvements such as bus lanes, pedestrian crossings, street trees, and other similar alternations that do not create additional automobile lanes;

Class 2 - Replacement or reconstruction of existing structures and facilities, where a new structure would be located on the same site and have approximately the same purpose and capacity as the structure being replaced;

Class 3 - New construction or conversion of small structures, where only minor modifications are made to the exterior. This class has limits in terms of the maximum that would be allowed depending on the type of use (e.g., multi-family residential unit totaling no more than four dwelling units);

Class 4 - Minor alterations to land, such as minor trenching or backfilling, fuel management, creation of bicycle lanes on existing rights-of-ways, and maintenance dredging;

1. **Class 5 - Minor alterations in land use limitations**, applies to areas with an average slope of less than 20% not resulting in changes in the land use or density;
2. **Class 11 - Accessory structures**, including the construction or placement of minor structures accessory to existing facilities such as signage, small parking lots, or seasonal/temporary use items;

Class 15 - Minor land divisions, applicable to property divisions in urban areas creating up to four parcels when in conformance with the General Plan and zoning; and

Class 32 - In-fill development projects, where the project size is five acres or less and substantially surrounded by urban uses and consistent with the general plan and zoning.

As guidance for City capital projects, the Class 1 Categorical Exemption under Section 15301 (c) include, but are not limited to:

- a. Minor widening of less than a lane width, and/or adding paved shoulders to existing streets;
- b. Pavement reconstruction, resurfacing, rehabilitation and placement of seal coats;
- c. Minor operational improvements to drainage facilities;
- d. Repair work on bridge structures;
- e. Reconstruction and/or repair of existing stream crossings;
- f. Maintenance of man-made water features;
- g. Installation of new traffic control systems, including signs, signals, interconnect, cameras, channelization of intersections, pavement striping, and other traffic control devices;
- h. Modification of traffic control systems and devices including addition of new elements such as signs, signals, and controllers;
- i. Repair and maintenance of a highway and all its appurtenant facilities including replacement of damaged or inadequate facilities, or upgrade of facilities to meet current Americans with Disabilities Act requirements;
- j. Minor operational improvements to drainage facilities;
- k. Modification of existing features such as curbs, headwalls, slopes and ditches within the right of way to improve roadway safety;

- l. Removal and/or replacement of distinctive roadway markings such as painted stripes, raised pavement markers, thermoplastic, tape or raised bars;
- m. Addition of auxiliary lanes when required for purposes such as weaving, turning, climbing, speed change, or for lane changing between adjacent interchanges or intersections;
- n. Landscaping within City owned property, rights of way, or within the California Aqueduct easement for the public's benefit;
- o. Addition of non-motorized trails including Class 1 bike path trails within right-of-way, or within easements;
- p. Addition or replacement of devices such as fencing, guardrails, safety barriers, guideposts and markers;
- q. Repair and maintenance of City owned facilities, parking lots, carports, and gates.

The Guidelines provide examples of the general types of projects that would fall within each exemption class; however, it is the responsibility of the Lead Agency to demonstrate and determine that the proposed action falls within an exempt category and to support this determination with factual evidence.

5.1.3 Common Sense Exemption

The “general rule” or “common sense” exemption applies to projects that do not fit within a statutory or categorical exemption, but where it can be clearly demonstrated that the project has no potential to have significant environmental effects. According to Guidelines §15061(b)(3), “Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.” The use of the Common Sense exemption must be supported by factual evidence that shows there is no possibility of a significant effect.

5.1.4 Special Housing Exemptions (Guidelines §§15191 to 15196)

In order to qualify for the housing exemptions specified in Guidelines §15193 (Agricultural Housing), §15194 (Affordable Housing) or §15195 (Residential Infill), a housing project must meet the threshold criteria detailed in Guidelines §15192 and summarized as follows:

- The project is consistent with the general plan, specific plan or local coastal program including any mitigation measures required by such plan or program
- The project is consistent with applicable zoning
- “Community-level” environmental review has been adopted or certified. This means there is a general plan, community plan, specific plan, or housing element where a ND/MND was adopted or an EIR certified.
- The project is served by existing facilities and will pay required development fees
- The project would not adversely impact biological or cultural resources, create or expose people to hazards, historic resources, is not subject to wildland fire hazard, and is not

within an earthquake fault or seismic hazard zone or otherwise expose people to geologic hazards.

Additionally, each of the specific housing exemptions include specific criteria as described in Guidelines §15193 through 15195.

5.2 Noticing Requirements

5.2.1 Notices of Exemption (Guidelines §15062)

When it is determined that a project is exempt from CEQA and after the project is approved, a Notice of Exemption (NOE) should be filed. The NOE may be filed with the County Clerk/Recorder and copies of such notice shall be made available for public inspection and shall remain posted for a period of thirty days. The NOE shall include: a brief description of the project; a finding that the project is exempt from CEQA, including a citation to the Guidelines section or statute under which it is found to be exempt; and a brief statement of reasons to support the finding.

Filing a NOE is voluntary. If a State agency files a NOE, it must be filed with OPR. If a local agency files a NOE, it must be filed with the County Clerk. (PRC 21108(b) and 21152(b)) Although filing NOEs is generally voluntary, the statute requires lead agencies to file their NOEs with the State Clearinghouse for three specific types of housing projects: farm worker housing (PRC 21159.22), low-income housing (PRC 21159.23), and urban infill housing (PRC 21159.24).

At the time of NOE filing, the County Clerk will require the applicable administrative filing fee.

5.2.2 Appeal of Exemption (Guidelines §15062(d))

Once an NOE is filed and posted, a 35-day statute of limitations period on legal challenges to the City's decision begins. Appeals of the decision to exempt the project may be filed within this period. If an NOE is not filed, the appeal period for the exemption decision extends to 180 days.

Section 6 ND Procedures (Guidelines §§15070 to 15075)

If determined based on an initial project review or upon completion of an Initial Study that a project will require the preparation an ND or MND, these procedures shall be followed. The processing of an ND/MND includes the noticing requirement, a period of public review, compilation of public comments, if any, and a public notice.

6.1 Contents of an ND/MND

The ND/MND shall include a brief description of the project, including a commonly used name for the project, if any; the location of the project, preferably shown on a map; the name

of the project proponent; a proposed finding that the project will not have a significant effect on the environment; an attached copy of the Initial Study documenting reasons to support the finding; and mitigation measures, if any, included in the project to avoid potentially significant effects. In addition, a separate Mitigation Monitoring and Reporting Program will be attached to the ND/MND as referenced in the Initial Study.

6.2 Standard of Review

CEQA documents, when challenged in court, are held to different standards of judicial review depending upon the type of environmental document prepared. ND/MNDs are held to the “fair argument” standard. The fair argument standard means that if a “fair argument” can be made that a project may have a significant effect on the environment, an EIR shall be prepared even though there may be other substantial evidence that the project will not have a significant effect (Guidelines § 15064(f)(1)).

A ND/MND must be supported by substantial evidence that the project would not have a significant impact on the environment or that the inclusion of mitigation measures would ensure no significant impact would result. If substantial evidence is presented to support a fair argument that project may have a significant environmental impact, an EIR must be prepared. Information triggering preparation of an EIR does not include argument, speculation, unsubstantiated opinion or narrative, or evidence that is clearly inaccurate or erroneous, or evidence that is not credible. Additionally, the existence of public controversy over the environmental effects of a project does not trigger preparation of an EIR if there is no substantial evidence that the project may have a significant effect on the environment. Substantial evidence per Section 15384 (b) shall include facts, reasonable assumptions predicated upon facts, and expert opinion support by facts.

6.3 Public Notice and Public Review

A Notice of Intent (NOI) to adopt a ND or MND is required when a ND or MND is released for public review.

6.3.1 Distribution Requirements

Where one or more State agencies will be a responsible agency or a trustee agency or will exercise jurisdiction by law over natural resources affected by the project, or where the project is of statewide, regional, or area-wide environmental significance, the lead agency shall send copies of the NOI and associated ND/MND to the State Clearinghouse for distribution to state agencies.

A NOI to adopt the proposed ND or MND will be distributed consistent with Public Resources Code Section 21092 and the CEQA Guidelines as follows:

- Notice shall be given by at least one of the following methods:
- Publication in a general circulation newspaper (Guidelines §15072(b))

- Direct mailing to property owners and occupants of contiguous property shown on the latest equalized assessment roll (Guidelines §15072(b)(3))
- Posting on- or off-site near the area where the project is located.
- The notice will also be provided submitted to any person who has filed a written request for notification with the Lead Agency (PRC §21092), and CEQA Guidelines §15072(b)), and to State Clearinghouse if applicable) Refer to Section 7.4.3 for filing requirements)

If the project hearing date is known at the time the NOI is released, the City will usually combine the NOI with the hearing notice to minimize noticing distribution expenses.

6.3.2 Time Periods

The public review period is contingent on whether the project triggers participation by the State Clearinghouse. Public review periods are as follows:

- a) The public review period for a proposed ND/MND shall be not less than 20 days.
- b) When a proposed ND/MND is submitted to the State Clearinghouse for review by state agencies, the public review period shall not be less than 30 days, unless a shorter period, not less than 20 days, is approved by the State Clearinghouse.

See Guidelines §15105(b) for additional details on public review time periods.

6.3.3 Required Contents

The contents of a NOI to adopt an ND/MND is governed by Guidelines §15072(g). The NOI contents shall include a brief description of the project and location, starting and ending dates for public review, list of any scheduled public meetings, and the address where the draft ND or MND are available for review.

6.3.4 California Department of Fish and Wildlife No Effect Determination (Optional)

The California Department of Fish and Wildlife (CDFW) may charge and collect fees at the time a Notice of Determination is filed, as provided in Section 711.4 of the Fish and Game Code. However, if the project would not have any adverse impacts on fish or wildlife resources, a CDFW No Effect Determination may be requested. This request should be submitted concurrent with the release of the ND/MND document for public review, as the determination may take approximately four weeks to process and will be needed at the time of filing a Notice of Determination (NOD). Instructions for submitting a No Effect Determination request is available at <https://www.wildlife.ca.gov/Conservation/CEQA/NED>. The City will make the final determination as to whether a No Effect determination can be requested, and if so, will coordinate with the applicant on the filing of the determination.

6.4 Recirculation of ND/MND (Guidelines §15073.5)

The City is required to recirculate a ND/MND if the document must be substantially revised after public notice of its availability has been given, but prior to adoption. A substantial revision includes the following:

- a) A new, avoidable significant effect is identified and mitigation measures or project revisions must be added in order to reduce the effect to insignificant; or
- b) The City determines that the proposed mitigation measures or project revisions will not reduce potential effects to less than significance and new measures or revisions must be required.

6.5 Review of Public Comments (PRC §21091(d), Guidelines §15074(b))

If no comments are received during the public review period, the ND/MND may be accepted as complete. If comments are received, the Director or designated staff shall review the comments and make one of the following determinations:

- a) On the basis of the whole record, including comments received, there is no substantial evidence that the project would result in a significant effect on the environment.
- b) Comments received raise a fair argument that the project could result in one or more significant effects on the environment. If this determination is made, an EIR shall be prepared.

Public comments are not required to be attached to a ND/MND and written responses are not required. However, there may be circumstances where it may be appropriate to provide written responses to comments which the City will consider on a case by case basis.

6.6 Adoption of ND/MND

The ND/MND will be reviewed and adopted in conjunction with the action on the entitlement by the decision-making body.

6.7 Notice of Determination (Guidelines §15075)

Within five working days of project approval, a NOD shall be filed with the County Clerk. Required contents of the NOD for a ND/MND are specified in Guidelines §15075. The filing of the NOD triggers a 30-day statute of limitation on legal challenges to the approval of the ND/MND.

At the time of NOD filing, the County Clerk will require the applicable administrative filing fee in addition to one of the following:

- Payment of CDFW Fees, as provided in Section 711.4 of the Fish and Game Code;
- Proof of previous payment of CDFW fees for a project that is within the scope of a prior environmental document for which fees were paid; or

- A CDFW No Effect Determination showing that the project would have no adverse impact on fish and wildlife resources and thus does not require payment of CDFW fees. (see Section 6.3.4)

CDFW fees are adjusted annually.

Section 7 EIR Procedures (Guidelines §§15080 to 15097)

When it is determined that an EIR is required, the applicant shall be notified in writing and provided information on required fees, timelines, and processing requirements including a link to a list of the City's approved consultants list. The City may request a meeting with the applicant to discuss EIR scope and process. Additional information regarding types of EIRs is described in Section 8.

7.1 Notice of Preparation (Guidelines §15082)

At the time the decision to prepare an EIR become final, City staff shall prepare a Notice of Preparation (NOP). The date the notice is received at the State Clearinghouse starts the 30-day public review period. The purpose of this notice is to inform reviewers of the lead agency's intent to prepare an EIR. The NOP shall include a project description; project location; and shall identify the probable environmental effects of the proposed project. The applicant/applicant's consultant shall consult with the City in determining the probable environmental effects and in defining the scope of the EIR.

The NOP process includes collection of responses to the NOP and, if required, holding a public scoping meeting.

- a) All responses received during the 30-day review of the NOP shall be included in the Final EIR, compiled as an Appendix.
- b) A public scoping meeting shall be held if the proposed project is a project of statewide, regional or area-wide significance (Guidelines §15206), or at the discretion of the City during the 30 day review period.

7.1.1 NOP Distribution

The NOP must be distributed as follows:

- Filed with the County Clerk
- Mailed to the State Clearinghouse for distribution to responsible and trustee agencies
- Provided to every Federal agency involved in approving or funding the project.
- For any project located within the specific boundaries of a low-level flight path, military impact zone, or special use airspace, the NOP shall be provided to the applicable United States Department of Defense or branch of the United States Armed

Forces that has given the lead agency written notification and contact information pursuant to Guidelines §15190.5(b).

7.2 Preparation of Draft EIR (Guidelines §§15120 to 15132)

The Draft EIR shall be prepared in accordance with these City Rules & Procedures and the Guidelines. A Draft EIR shall be prepared by a qualified consultant following the City's EIR Format and Content Requirements. Upon submittal of the Draft EIR, the City will have 30 days to review and provide any comments on the EIR. The process shall be iterative until the document is determined to be satisfactorily complete by the City. The contents of the EIR shall be consistent with Guidelines §§15120 to 15132.

7.3 Standard of Review (Guidelines §15151)

When reviewing the adequacy of an EIR, courts use a more deferential standard of review when examining the lead agency's decisions in the EIR; this standard is called the "substantial evidence" standard of review. This means that the court focuses on whether there is substantial evidence in the record to support the lead agency's decisions. If there is substantial evidence in the record to support the decisions made in the EIR, the courts generally rule in favor of the lead agency even if there is also substantial evidence presented that a different decision could have been made.

An EIR should be prepared with a sufficient degree of analysis to provide decision makers with information in order to duly consider the environmental consequences of the project. The evaluation of environmental effects does not need to be exhaustive, but should include what is reasonably feasible. Disagreement among experts does not make an EIR inadequate, but the EIR should summarize the main points of disagreement among the experts. The courts have looked not for perfection but for adequacy, completeness, and a good faith effort at full disclosure. In contrast to the fair argument standard for ND/MNDs, EIRs are subject to the more deferential substantial evidence standard.

7.4 Public Notice and Public Review

7.4.1 Time Periods

The public review period for a draft EIR is generally 45 days. According to Guidelines §15105(a), the review period shall not be less than 30 days nor should it be longer than 60 days except in unusual circumstances. When a draft EIR is submitted to the State Clearinghouse for review by State agencies, the public review period shall not be less than 45 days, unless a shorter period, not less than 30 days, is approved by the State Clearinghouse.

7.4.2 Notice of Availability (NOA)

Public Notice of Availability of the Draft EIR for review shall be published as required by the Guidelines §15087, and shall include a brief description of the project, its proposed location, an address where copies of the Draft EIR are available for public review/comment, and the period during which comments will be received. If the project hearing date is known at the time the

NOA is released, the City will usually combine the NOA with the hearing notice to minimize noticing distribution expenses.

The NOA shall be made available by one of the following methods: (1) publication in general circulation newspaper, (2) posting by the City on and off site in the area where the project is located, or (3) direct mailing to owners and occupants of contiguous parcels.

7.4.3 State Clearinghouse Filing Requirements

The State Clearinghouse currently requires submittal of the following to initiate public review:

- One (1) copy of the Notice of Completion (NOC)
- 15 electronic files either in: CD, USB drives, or DVD
- 15 print copies of the 2-page summary form, which also must be included with the electronic files.
- The current requirements for State Clearinghouse submittal should be verified before sending documents to State Clearinghouse. The summary form is available on the State Clearinghouse website at:
http://www.opr.ca.gov/docs/Summary_Form_for_Document_Submittal.pdf.

7.4.4 EIR Distribution Requirements (Guidelines §15087)

Required public review documents shall be distributed in paper or electronic form as follows:

- Filed with the Riverside County Clerk
- Mailed to the State Clearinghouse. In addition, if applicable, the City will mail to State agencies including South Coast Air Quality Management District.
- Provided to every Federal agency involved in approving or funding the project.
- For any project located within the specific boundaries of a low-level flight path, military impact zone, or special use airspace, the NOP shall be provided to the applicable United States Department of Defense or branch of the United States Armed Forces that has given the lead agency written notification and contact information pursuant to Guidelines §15190.5(b).
- To all respondents to the NOP
- To any person who has filed a written request for notification with the Lead Agency (PRC §21092)

7.4.5 California Department of Fish and Wildlife No Effect Determination (Optional)

The same CDFW No Effect Determination outlined for the ND/MND process (see Section 6.3.4 above) would also to the EIR procedures. As noted above, the City will make the final

determination as to whether a No Effect determination can be made, and if so, will coordinate with the applicant on the filing of the determination.

7.5 Determination of Recirculation of Draft EIR

Prior to EIR Certification, the City can make a determination to recirculate a Draft EIR pursuant to Guidelines §15088.5. An EIR shall be recirculated when *significant new information* is added to the Draft EIR as a result of public comments. *Significant new information* is defined in the Guidelines can include the following:

- A new significant environmental impact from the project or from a new mitigation measure.
- A substantial increase in the severity of an environmental impact
- A feasible project alternative or mitigation measure that is considerably different from what was analyzed in the Draft EIR that would clearly lessen impacts
- A determination that the Draft EIR was fundamentally inadequate and conclusory in nature

The recirculation of the Draft EIR requires the same noticing and comment period as established under Section 7.4.

7.6 Final EIR

After evaluating the comments received from persons who have reviewed the Draft EIR, City staff shall prepare, or cause to be prepared, a Final EIR. The contents of the Final EIR shall be as required by Guidelines §15132.

7.6.1 Responses to Comments

The City shall evaluate comments on environmental issues received from persons who reviewed the Draft EIR and shall prepare a written response. The City shall respond to comments raising significant environmental issues during the noticed comment period and any extensions, and may respond to late comments (Guidelines §15088 for additional details relating to the City's required handling of public comments).

- The City shall provide the responses to a Public Agency comment letter at least ten (10) days prior to certifying an EIR.
- Responses to comments shall be included in the Final EIR with the exception of responses to late comments which will be at the discretion of the City. Revisions throughout the Final EIR triggered by comments received should be shown in strikeout underline format to denote new information that was added since public review.

7.6.2 Findings

Findings must be prepared for all EIRs pursuant to Guidelines §15091 along with a Statement of Overriding Consideration (Guidelines §15093, if necessary). The findings are

generally prepared by the applicant's consultant(s). The City staff will complete an independent review of the findings.

7.6.3 Certification

Prior to approving a project, the City decision-maker shall certify that: (1) The final EIR has been completed in compliance with CEQA; (2) The decision-making body reviewed and considered the information contained in the Final EIR prior to approving the project; and (3) The final EIR reflects the lead agency's independent judgment and analysis (Guidelines §15090).

Project approval and associated EIR certification of the Final EIR is the role of the City's decision-making bodies (Director, Planning Commission, City Council).

7.6.4 Notice of Determination (Guidelines §15094)

Within five (5) working days of project approval, a NOD shall be filed with the County Clerk. Required contents of the NOD of an EIR are specified in Guidelines §15094. The filing of the NOD triggers a 30-day statute of limitation on legal challenges to the approval of the EIR.

At the time of NOD filing, the County Clerk will require an administrative filing fee in addition to one of the following:

- payment of CDFW Fees, as provided in Section 711.4 of the Fish and Game Code,
- proof of previous payment of CDFW fees for a project that is within the scope of a prior environmental document for which fees were paid, or
- A CDFW No Effect Determination showing that the project would have no adverse impact on fish and wildlife resources and thus does not require payment of CDFW fees.

CDFW fees are adjusted annually.

Section 8 Types of CEQA Documents (Guidelines §§15160 to 15170)

CEQA identifies several types of documents (EIRs and ND/MNDs) that the City can prepare to accommodate different types of projects and intended use of the document. In addition to the standard "Project" EIR, lead agencies may use a variety of documents to meet the specific needs of the circumstances associated with a project, provided they meet the content requirements discussed in Guidelines §§15120 to 15132.

8.1 Project EIR (Guidelines §15161)

This is the most common type of EIR that examines the environmental impacts of a specific development project. A project EIR must examine all phases of the project including planning, construction, and operation.

8.2 Subsequent, Supplemental and Addendum (§§15162, 15163, & 15164)

8.2.1 Subsequent EIRs and Negative Declarations (Guidelines §15162)

Per Guidelines §15162:

When an EIR has been certified or a ND adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:

- Substantial changes are proposed in the project which will require major revisions of the previous EIR or ND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;
- Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or ND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or
- New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete or the ND was adopted, shows any of the following:
 - The project will have one or more significant effects not discussed in the previous EIR or negative declaration;
 - Significant effects previously examined will be substantially more severe than shown in the previous EIR;
 - Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or
 - Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative.

If changes to a project or its circumstances occur or new information becomes available after adoption of a negative declaration, the lead agency shall prepare a subsequent EIR if any of the above criteria are met. Otherwise the lead agency shall determine whether to prepare a subsequent negative declaration, an addendum, or no further documentation.

Once a project has been approved, the lead agency's role in project approval is completed, unless further discretionary approval on that project is required.

8.2.2 Supplement to an EIR (Guidelines §15163)

Per Guidelines §15163:

The Lead or Responsible Agency may choose to prepare a supplement to an EIR rather than a subsequent EIR if:

- Any of the conditions described in Section 15162 would require the preparation of a subsequent EIR, and
- Only minor additions or changes would be necessary to make the previous EIR adequately apply to the project in the changed situation.

The supplement to the EIR need contain only the information necessary to make the previous EIR adequate for the project as revised. A supplement to an EIR may be circulated by itself without recirculating the previous draft or final EIR. The decision-making body shall consider the previous EIR as revised by the supplemental EIR. A finding under Guidelines §15091 shall be made for each significant effect shown in the previous EIR as revised.

8.2.3 Addendum to ND/EIR (Guidelines §15164)

An addendum to a previously certified EIR may be prepared if some changes or additions are necessary but none of the conditions described in Guidelines §15162 calling for preparation of a subsequent EIR have occurred.

An addendum to an adopted ND may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Guidelines §15162 calling for the preparation of a subsequent EIR or negative declaration have occurred.

A brief explanation of the decision not to prepare a subsequent EIR pursuant to Guidelines §15162 should be included in the record. The explanation must be supported by substantial evidence.

8.2.4 Noticing Requirements

A supplemental and subsequent EIR and ND/MND shall be given the same notice and public review as required for EIRs and ND/MNDs, respectively. A supplemental or subsequent EIR or ND/MND shall state where the previous document is available for review.

An addendum need not be circulated for public review but can be included in or attached to the Final EIR or adopted ND.

8.3 Program EIR (Guidelines §15168)

Guidelines §15168 define a program EIR as:

[A]n EIR which may be prepared on a series of actions that can be characterized as one large project and are related either:

- geographically,
- a logical parts in the chain of contemplated actions,
- in connection with issuance of rules, regulations, plans, or other general criteria to govern the conduct of a continuing program, or
- as individual activities carried out under the same authorizing statutory or regulatory authority and having generally similar environmental effects which can be mitigated in similar ways.

Use of a program EIR allows for a more comprehensive consideration of alternatives and cumulative impacts than may be considered on individual actions and can provide for opportunities for individual projects examined in the program EIR to tier from the program EIR as provided in Guidelines §15152. Later activities that were evaluated in the program must be examined in the light of the program EIR to determine whether an additional environmental document must be prepared. If a later activity would have effects that were not examined in the program EIR, a new Initial Study would need to be prepared leading to either an EIR or a ND.

8.4 Joint EIR-EIS (Guidelines §15170)

Where a project requires both a National Environmental Protection Act and CEQA document, a joint document may be prepared to satisfy both requirements. Use of such a joint document are described in Guidelines §§15220 to 15229.

Section 9 Other CEQA Documents and Procedures

9.1 Streamlining for Infill Projects (Guidelines §15183.3)

The City must verify that an infill project is eligible for the procedures based on Guidelines §15183.3(b) and if eligible, the project may follow the streamlining procedures detailed in the Guidelines which may result in no further review, preparation of a ND, MND or sustainable communities environmental assessment, or an Infill EIR.

9.2 Projects Consistent with a Community Plan or Zoning (Guidelines §15183)

Projects that are consistent with the development density established by existing zoning, community plan, or general plan policies for which an EIR was certified shall not require additional environmental review, except as might be necessary to examine whether there

are project-specific significant effects which are peculiar to the project or its site. This provision can allow for streamlined review and reduce the need to prepare repetitive environmental studies.

In order to qualify for Guidelines §15183 streamlining, the project must meet the following criteria:

- Be consistent with the development density established by the General Plan EIR
- Must not have any project specific effects which are peculiar to the project or site
- Have no project specific impacts which the certified EIR failed to analyze as significant effects;
- There are no potentially significant off-site and/or cumulative impacts which the certified EIR failed to evaluate
- There is no substantial new information which results in more severe impacts than anticipated by the EIR.

CEQA §15183 requires an evaluation of a project's impacts on the environment in the same manner as a ND or EIR process; however, the process allows use of previous analysis conducted in a certified EIR, including its cumulative analysis. The analysis contained within an EIR and the application of predefined mitigation and avoidance measures ensure environmental compliance. An Initial Study would typically be prepared to document consistency with the requirements of §15183 and an additional public review process is not required.

9.3 Projects Pursuant to a Specific Plan (Guidelines §15182)

Certain residential, commercial and mixed-use projects that are consistent with a specific plan may be exempt from CEQA if they are consistent with the Specific Plan and are located within a transit priority area. Additionally, residential projects including land subdivisions, zoning changes and residential planned unit developments that are undertaken consistent with a specific plan are exempt from CEQA, regardless of their location. However, both types of exemptions require review to ensure that the project would not create any new impacts or increase the severity of impacts previously disclosed in the original environmental document, as described in Guidelines §15162.

Section 10 Use of Consultants

10.1 Publicly Initiated Projects

City Departments preparing CEQA documents for publicly initiated projects will follow appropriate procedures including requisitions, requests for proposals and invitations to bid consistent with direction from the Financial Management Services Department, Purchasing and Facilities Division. The City will ensure full, open, and fair competition while maximizing

the value received in the procurement process and conforming to the Purchasing Ordinance and accepted purchasing practices. The Public Works Department maintains a list of qualified consultants for work on capital projects.

10.2 Privately Initiated Projects

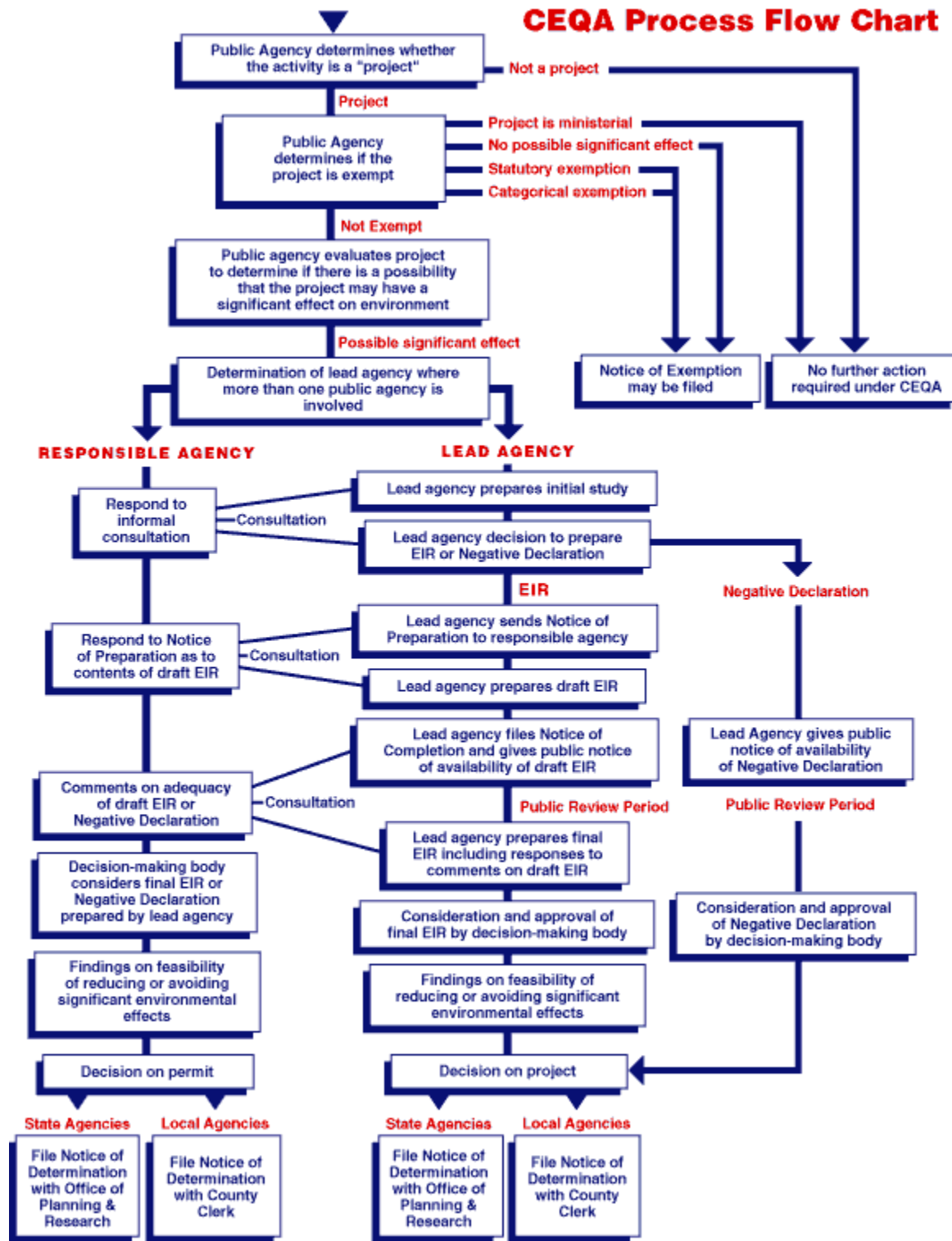
Environmental documents for projects within the City must be prepared by firms approved by the Community Development Department. The City maintains a CEQA Consultant list (established in December 2018) that is updated every two years, and is available at: <http://www.moreno-valley.ca.us/cdd/pdfs/CEQAConsultantList.pdf>.

10.3 Third Party Review/Independent Review by City

When deemed appropriate by the Director, the City may contract with one or more qualified consultants (excluding those retained by the project applicant) to provide expert advice on the document's content and adequacy under CEQA. In order to expedite the development review process and to provide the efficiency of EIR preparation, the City's reviewing consultant may consult with the project applicant and consultants during preparation of the EIR, provided that the City's consultant informs the City of the nature and scope of such consultations. In all cases, the City retains the legal obligation, responsibility, and authority to independently review and evaluate the EIR to require revisions as necessary, and to determine the adequacy of the EIR under CEQA. The City shall make an independent determination and finding concerning the EIR's adequacy and compliance with applicable provisions of CEQA or other relevant State law.

All costs associated with the review of an EIR by an independent consultant retained by the City shall be borne by the project applicant. The total costs of such a review shall be determined by the Director as early in the development review process as possible, and funds to defray the total cost of such review shall be provided by the applicant to the City and accounted for by the City in a manner and according to a schedule which enables the City to meet its contractual obligations to the reviewing consultant. The applicant's costs shall include a deposit fee required at the time of application submittal to pay for City staff time required to process the EIR and a separate deposit fee for the consultant's costs to complete an independent review of the EIR.

Attachment A: Governor’s Office of Planning and Research CEQA Process Flow Chart (<http://resources.ca.gov/ceqa/flowchart/>)



Attachment: Exhibit A Rules and Procedures for the Implementation of CEQA (3719 : Rules and Procedures to Implement CEQA)



CITY OF MORENO VALLEY

INITIAL STUDY FOR ENTER PROJECT NAME



ENTER PROJECT NAME AND CASE NUMBER(S)

ENTER DATE OF PUBLICATION

Lead Agency
CITY OF MORENO VALLEY
14177 Frederick Street
Moreno Valley, CA 92552

Prepared By
ENTER PREPARER COMPANY NAME
Enter Preparer Name
Enter Street Address
Enter City, St Zip Phone number

Attachment: Initial Study Form (3719 : Rules and Procedures to Implement CEQA)

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Attachment: Initial Study Form (3719 : Rules and Procedures to Implement CEQA)

APPENDICES (Separate Documents)

Lighting Study

Air Quality and Greenhouse Gas Impact Study

Biological Resources Assessment & MSHCP Consistency Analysis

Cultural, Archaeological and Paleontological Assessment Report or Study (*If this document contains confidential information pursuant to Government Code Section 6254.10 then it should not be placed on the website or provided to the public. It should be cited as a reference though.*)

Preliminary Soils & Foundation Evaluations & Soils Infiltration Testing for WQMP-BMP Design

Noise Impact Study

Traffic Impact Analysis

Project Specific Water Quality Management

Phase 1 Environmental Site Assessment



INITIAL STUDY (IS) FOR ENTER PROJECT NAME

BACKGROUND INFORMATION AND PROJECT DESCRIPTION:

1. **Project Case Number(s):**
2. **Project Title:**
3. **Public Comment Period:**
4. **Lead Agency:** City of Moreno Valley
 City Project Planner, Planning Department
 14177 Frederick Street
 Moreno Valley, CA 92552
 (951) XXX-XXXX
 E-mail
5. **Documents Posted At:** Enter the web location
6. **Prepared By:** Name, Title
 Company Name
 Company Address
 Phone
 E-mail
7. **Project Sponsor:**

Applicant/Developer Name, Title Company Name Company Address Phone Email	Property Owner Name, Title Company Name Company Address Phone Email
--	---
8. **Project Location:** Include location, USGS location and APN
9. **General Plan Designation:** XXX
 General Plan description of the designation.
10. **Specific Plan Name and Designation:** Specific Plan Name if applicable
 Enter description especially as it impacts the Project.

Attachment: Initial Study Form (3719 : Rules and Procedures to Implement CEQA)

11. Existing Zoning: XXX

Zoning description from the Zoning Code.

End with discussion of GP and Zoning compatibility.

12. Surrounding Land Uses and Setting:

	Land Use	General Plan	Zoning
Project Site			
North			
South			
East			
West			

13. Description of the Site and Project:

Environmental Setting

Project Description

14. Have California Native American tribes traditionally and culturally affiliated with the project area requested consultation pursuant to Public Resources Code section 21080.3.1? If so, is there a plan for consultation that includes, for example, the determination of significance of impacts to tribal cultural resources, procedures regarding confidentiality, etc.?

Note: Conducting consultation early in the CEQA process allows tribal governments, lead agencies, and project proponents to discuss the level of environmental review, identify and address potential adverse impacts to tribal cultural resources, and reduce the potential for delay and conflict in the environmental review process. (See Public Resources Code section 21080.3.2.) Information may also be available from the California Native American Heritage Commission's Sacred Lands File per Public Resources Code section 5097.96 and the California Historical Resources Information System administered by the California Office of Historic Preservation. Please also note that Public Resources Code section 21082.3(c) contains provisions specific to confidentiality.

Enter description of Consultation in general terms (i.e., when it started, ended, the tribes consulted etc.).

15. Other public agencies whose approval is required (e.g., permits, financing approval, or participation agreement):

a. Enter agency

16. Other Technical Studies Referenced in this Initial Study (Provided as Appendices):

- a. Lighting Study –
- b. Air Quality and Greenhouse Gas Impact Study –
- c. Health Risk assessment –
- d. Biological –
- e. Cultural/Archaeological/Paleontological –

Attachment: Initial Study Form (3719 : Rules and Procedures to Implement CEQA)

- f. Energy Report –
- g. Soils or Geotechnical –
- h. Drainage or Hydrology –
- i. Noise Impact Study –
- j. Traffic Impact Analysis –
- k. Project Specific Water Quality Management –
- l. Phase 1 Environmental Site Assessment –

17. Acronyms:

ADA -	American with Disabilities Act
ALUC -	Airport Land Use Commission
ALUCP -	Airport Land Use Compatibility Plan
AQMP -	Air Quality Management Plan
CEQA -	California Environmental Quality Act
CIWMD -	California Integrated Waste Management District
CMP -	Congestion Management Plan
DTSC -	Department of Toxic Substance Control
DWR -	Department of Water Resources
EIR -	Environmental Impact Report
EMWD -	Eastern Municipal Water District
EOP -	Emergency Operations Plan
FEMA -	Federal Emergency Management Agency
FMMP -	Farmland Mapping and Monitoring Program
GIS -	Geographic Information System
GHG -	Greenhouse Gas
GP -	General Plan
HCM	Highway Capacity Manual
HOA -	Home Owners' Association
IS -	Initial Study
LHMP -	Local Hazard Mitigation Plan
LOS -	Level of Service
LST -	Localized Significance Threshold
MARB -	March Air Reserve Base
MARB/IPA-	March Air Reserve Base/Inland Port Airport
MSHCP -	Multiple Species Habitat Conservation Plan
MVFP -	Moreno Valley Fire Department
MVPD -	Moreno Valley Police Department
MVUSD -	Moreno Valley Unified School District
MWD -	Metropolitan Water District
NCCP -	Natural Communities Conservation Plan
NPDES -	National Pollutant Discharge Elimination System
OEM -	Office of Emergency Services
OPR -	Office of Planning & Research, State
PEIR -	Program Environmental Impact Report
PW -	Public Works
RCEH -	Riverside County Environmental Health
RCFCWCD -	Riverside County Flood Control & Water Conservation District
RCP -	Regional Comprehensive Plan
RCTC -	Riverside County Transportation Commission
RCWMD -	Riverside County Waste Management District
RTA -	Riverside Transit Agency
RTIP -	Regional Transportation Improvement Plan
RTP -	Regional Transportation Plan
SAWPA -	Santa Ana Watershed Project Authority

SCAG -	Southern California Association of Governments
SCAQMD -	South Coast Air Quality Management District
SCE -	Southern California Edison
SCH -	State Clearinghouse
SKRHCP -	Stephens' Kangaroo Rat Habitat Conservation Plan
SWPPP -	Storm Water Pollution Prevention Plan
SWRCB -	State Water Resources Control Board
USFWS -	United States Fish and Wildlife
USGS -	United States Geologic Survey
VMT -	Vehicle Miles Traveled
VVUSD -	Valley Verde Unified School District
WQMP -	Water Quality Management Plan
WRCOG -	Western Riverside Council of Government

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

- | | | | | | |
|--------------------------|-----------------------------|--------------------------|----------------------------------|--------------------------|------------------------------------|
| <input type="checkbox"/> | Aesthetics | <input type="checkbox"/> | Agriculture & Forestry Resources | <input type="checkbox"/> | Air Quality |
| <input type="checkbox"/> | Biological Resources | <input type="checkbox"/> | Cultural Resources | <input type="checkbox"/> | Energy |
| <input type="checkbox"/> | Geology & Soils | <input type="checkbox"/> | Greenhouse Gas Emissions | <input type="checkbox"/> | Hazards & Hazardous Materials |
| <input type="checkbox"/> | Hydrology & Water Quality | <input type="checkbox"/> | Land Use & Planning | <input type="checkbox"/> | Mineral Resources |
| <input type="checkbox"/> | Noise | <input type="checkbox"/> | Population & Housing | <input type="checkbox"/> | Public Services |
| <input type="checkbox"/> | Recreation | <input type="checkbox"/> | Transportation | <input type="checkbox"/> | Tribal Cultural Resources |
| <input type="checkbox"/> | Utilities & Service Systems | <input type="checkbox"/> | Wildfire | <input type="checkbox"/> | Mandatory Findings of Significance |

DETERMINATION (To be completed by the Lead Agency):

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

 Signature
City Project Planner
 Printed Name

 Date
 City of Moreno Valley
 For

EVALUATION OF ENVIRONMENTAL IMPACTS:

- 1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a Lead Agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).
- 2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.
- 3) Once the Lead Agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect is significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.
- 4) "Less Than Significant with Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less than Significant Impact." The Lead Agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).
- 5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or another CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:
 - a) Earlier Analyses Used. Identify and state where they are available for review.
 - b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
 - c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.
- 6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances).

Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

- 7) Supporting Information Sources. A source list should be attached, and other sources used, or individuals contacted should be cited in the discussion.
- 8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.
- 9) The explanation of each issue should identify:
 - a) the significance criteria or threshold, if any, used to evaluate each question; and
 - b) the mitigation measure identified, if any, to reduce the impact to less than significance.

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
I. AESTHETICS – Except as provided in Public Resources Code §21099 – Modernization of Transportation Analysis for Transit-Oriented Infill Projects – Would the project:				
a) Have a substantial adverse effect on a scenic vista?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
c) In non-urbanized areas, substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
Sources: <ol style="list-style-type: none"> 1. Moreno Valley General Plan, adopted July 11, 2006 <ul style="list-style-type: none"> • Chapter 2 – Community Development Element – Section 2.3 – Community Design • Chapter 7 – Conservation Element – Section 7.8 – Scenic Resources <ul style="list-style-type: none"> - Figure 7-2 – Major Scenic Resources 2. Final Environmental Impact Report City of Moreno Valley General Plan, certified July 11, 2006 <ul style="list-style-type: none"> • Section 5.11 – Aesthetics <ul style="list-style-type: none"> - Figure 5.11-1 – Major Scenic Resources 3. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code <ul style="list-style-type: none"> • Section 9.10.110 – Light and Glare of the Moreno Valley Municipal Code. • Chapter 9.16 – Design Guidelines • Section 9.17.030 G – Heritage Trees 				
II. AGRICULTURE AND FOREST RESOURCES – In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state’s inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest protocols adopted by the California Air Resources Board. Would the project:				

Attachment: Initial Study Form (3719 : Rules and Procedures to Implement CEQA)

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
d) Result in the loss of forest land or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
e) Involve other changes in the existing environment which, due to their location or nature, could result in the conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
Sources: <ol style="list-style-type: none"> 1. Moreno Valley General Plan, adopted July 11, 2006 <ul style="list-style-type: none"> • Chapter 7 – Conservation Element – Section 7.7 – Agricultural Resources 2. Final Environmental Impact Report City of Moreno Valley General Plan, certified July 11, 2006 <ul style="list-style-type: none"> • Section 5.8 – Agricultural Resources <ul style="list-style-type: none"> - Figure 5.8-1 – Important Farmlands 3. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code 4. 				
III. AIR QUALITY – Where available, the significance criteria established by the applicable air quality management district or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				

Attachment: Initial Study Form (3719 : Rules and Procedures to Implement CEQA)

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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c) Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

d) Result in other emissions (such as those leading to odors adversely affecting a substantial number of people?)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

- Sources:**
1. Moreno Valley General Plan, adopted July 11, 2006
 - Chapter 5 – Circulation Element
 - Chapter 6 – Safety Element – Section 6.6 – Air Quality
 2. Final Environmental Impact Report City of Moreno Valley General Plan, certified July 11, 2006
 - Section 5.3 – Air Quality
 - Figure 5.3-1 – South Coast Air Basin
 - Appendix C – Air Quality Analysis, P&D Consultants, July 2003
 3. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code
 - Section 9.10.050 – Air Quality of the Moreno Valley Municipal Code
 - Section 9.10.150 – Odors of the Moreno Valley Municipal Code
 - Section 9.10.170 – Vibration of the Moreno Valley Municipal Code
 4. Moreno Valley Municipal Code Section 12.50.040 – Limitations on Engine Idling

IV. BIOLOGICAL RESOURCES – Would the project:

a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------	--------------------------	--------------------------

Response:

b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------	--------------------------	--------------------------

Response:

c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------	--------------------------	--------------------------

Response:

d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with an established native resident or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	--------------------------	--------------------------

Attachment: Initial Study Form (3719 : Rules and Procedures to Implement CEQA)

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
migratory wildlife corridors, or impede the use of native wildlife nursery sites?				
Response:				
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or another approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
Sources: <ol style="list-style-type: none"> 1. Moreno Valley General Plan, adopted July 11, 2006 <ul style="list-style-type: none"> • Chapter 7 – Conservation Element – Section 7.1 – Biological Resources 2. Final Environmental Impact Report City of Moreno Valley General Plan, certified July 11, 2006 <ul style="list-style-type: none"> • Section 5.9 – Biological Resources <ul style="list-style-type: none"> - Figure 5.9-1 – Planning Area Biological Geographic Sections - Figure 5.9-2 – Planning Area Vegetation Community - Figure 5.9-3 – Project Site Location within the MSHCP Area - Figure 5.9-4 – Reche Canyon/Badlands Area Plan • Appendix E – Biological Resources Study, Appendix E 3. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code <ul style="list-style-type: none"> • Section 9.17.030 G – Heritage Trees 4. Moreno Valley Municipal Code Chapter 8.60 – Threatened and Endangered Species 5. Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP), http://www.wrc-rca.org/about-rca/multiple-species-habitat-conservation-plan/ 6. Stephens' Kangaroo Rat Habitat Conservation Plan (SKRHCP), Governing Documents RCHCA, CA 				
V. CULTURAL RESOURCES – Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5 ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5 ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
c) Disturb any human remains, including those interred outside of formally dedicated cemeteries?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				

Attachment: Initial Study Form (3719 : Rules and Procedures to Implement CEQA)

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Sources:

1. Moreno Valley General Plan, adopted July 11, 2006
 - Chapter 7 – Conservation Element – Section 7.2 – Cultural and Historical Resources
2. Final Environmental Impact Report City of Moreno Valley General Plan, certified July 11, 2006
 - Section 5.10 – Cultural Resources
 - Figure 5.10-1 – Locations of Listed Historic Resource Inventory Structures
 - Figure 5.10-2 – Location of Prehistoric Sites
 - Figure 5.10-3 – Paleontological Resource Sensitive Areas
 - Appendix F – Cultural Resources Analysis, Study of Historical and Archaeological Resources for the Revised General Plan, City of Moreno Valley, Archaeological Associates, August 2003.
3. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code
4. Moreno Valley Municipal Code Title 7 – Cultural Preservation
5. Cultural Resources Inventory for the City of Moreno Valley, Riverside County, California, prepared by Daniel F. McCarthy, Archaeological Research Unit, University of California, Riverside, October 1987 (*This document cannot be provided to the public due to the inclusion of confidential information pursuant to Government Code Section 6254.10.*)

VI. ENERGY – Would the project:

a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

Sources:

1. Moreno Valley General Plan, adopted July 11, 2006
 - Chapter 7 – Conservation Element – Section 7.6 – Energy Resources
2. Final Environmental Impact Report City of Moreno Valley General Plan, certified July 11, 2006
3. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code

VII. GEOLOGY AND SOILS – Would the project:

a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury or death involving:

i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to https://www.conservation.ca.gov/cgs/Documents/SP_042.pdf	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
Response:				
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
b) Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial direct or indirect risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
f) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
Sources:				
<ol style="list-style-type: none"> 1. Moreno Valley General Plan, adopted July 11, 2006 <ul style="list-style-type: none"> • Chapter 6 – Safety Element – Section 6.5 – Geologic Hazards <ul style="list-style-type: none"> - Figure 6-3 – Geologic Faults & Liquefaction • Chapter 7 – Conservation Element – Section 7.4 -- Soils 2. Final Environmental Impact Report City of Moreno Valley General Plan, certified July 11, 2006 <ul style="list-style-type: none"> • Section 5.6 – Geology and Soils <ul style="list-style-type: none"> - Figure 5.6-1 – Geology - Figure 5.6-2 – Seismic Hazards 3. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code 				

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ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
4. Moreno Valley Municipal Code Chapter 8.21 – Grading Regulations 5. Local Hazard Mitigation Plan, City of Moreno Valley Fire Department, adopted October 4, 2011, amended 2017, http://www.moval.org/city_hall/departments/fire/pdfs/haz-mit-plan.pdf <ul style="list-style-type: none"> • Chapter 4 – Earthquake <ul style="list-style-type: none"> - Figure 4-1 – Right-Lateral Strike -Slip Fault - Figure 4-1.1 – Moreno Valley Geologic Faults and Liquefaction 2016 - Figure 4-1.2 – Moreno Valley Area Ground Shaking Map • Chapter 8 – Landslide <ul style="list-style-type: none"> - Figure 8-1 – Moreno Valley Slope Analysis 2016 6. Emergency Operations Plan, City of Moreno Valley, March 2009, http://www.moval.org/city_hall/departments/fire/pdfs/mv-eop-0309.pdf <ul style="list-style-type: none"> • Threat Assessment 1 – Major Earthquakes <ul style="list-style-type: none"> - Figure 9 – Types of Faults - Figure 10 – Earthquake Faults - Figure 11 – Comparison of Richter Magnitude and Modified Mercalli Intensity - Figure 12 – Magnitude 4.5 or Greater Earthquake Map - Figure 13 – Geologic Faults and Liquefaction 7.				

VIII. GREENHOUSE GAS EMISSIONS – Would the project:

a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emission of greenhouse gases?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

Sources:

1. Moreno Valley General Plan, adopted July 11, 2006
2. Final Environmental Impact Report City of Moreno Valley General Plan, certified July 11, 2006
3. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code
4. California’s 2017 Climate Change Scoping Plan, prepared by the California Air Resources Board, November 2017, https://www.arb.ca.gov/cc/scopingplan/scoping_plan_2017.pdf, accessed April 24, 2019

IX. HAZARDS AND HAZARDOUS MATERIALS – Would the project:

a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
Sources: <ol style="list-style-type: none"> 1. Moreno Valley General Plan, adopted July 11, 2006 <ul style="list-style-type: none"> • Chapter 6 – Safety Element – Section 6.2.8 – Wildland Urban Interface • Chapter 6 – Safety Element – Section 6.9 – Hazardous Materials • Chapter 6 – Safety Element – Section 6.10 – Air Crash Hazards <ul style="list-style-type: none"> - Figure 6-5 – Air Crash Hazards 2. Final Environmental Impact Report City of Moreno Valley General Plan, certified July 11, 2006 <ul style="list-style-type: none"> • Section 5.5 – Hazards and Hazardous Materials <ul style="list-style-type: none"> - Figure 5.5-1 – Hazardous Materials Sites - Figure 5.5-2 – Floodplains and High Fire Hazard Areas - Figure 5.5-3 – City Areas Affected by Aircraft Hazard Zones 3. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code 4. March Air Reserve Base (MARB)/March Inland Port (MIP) Airport Land Use Compatibility Plan (ALUCP) on November 13, 2014, (http://www.rcaluc.org/Portals/13/17%20-%20Vol.%201%20March%20Air%20Reserve%20Base%20Final.pdf?ver=2016-08-15-145812-700) 5. Local Hazard Mitigation Plan, City of Moreno Valley Fire Department, adopted October 4, 2011, amended 2017, (http://www.moval.org/city_hall/departments/fire/pdfs/haz-mit-plan.pdf) <ul style="list-style-type: none"> • Chapter 5 – Wildland and Urban Fires 				

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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- Figure 5-2 – Moreno Valley High Fire Area Map 2016
 - Chapter 12 – Dam Failure/Inundation
 - Figure 12-2 Moreno Valley Evacuation Routes Map 2015
 - Chapter 13 – Pipeline
 - Figure 13-1 – Moreno Valley Pipeline Map 2016
 - Chapter 14 – Transportation
 - Figure 14-1.1 – Moreno Valley Air Crash Hazard Area Map 2016
 - Chapter 16 – Hazardous Materials Accident
 - Moreno Valley Hazardous Materials Site Locations Map 2016
6. Emergency Operations Plan, City of Moreno Valley, March 2009, http://www.moval.org/city_hall/departments/fire/pdfs/mv-eop-0309.pdf
- Hazard Mitigation and Hazard Analysis
 - Threat Assessment 2 – Hazardous Materials
 - Threat Assessment 3 – Wildfire
 - Threat Assessment 6 – Transportation Emergencies
 - Figure 17 – Air Crash Hazards
- 7.

X. HYDROLOGY AND WATER QUALITY – Would the project:

a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

i) Result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

iv) Impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Response:

d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

- Sources:**
1. Moreno Valley General Plan, adopted July 11, 2006
 - Chapter 6 – Safety Element – Section 6.7 – Water Quality
 - Figure 6-4 – Flood Hazards
 - Chapter 7 – Conservation Element – Section 7.5 – Water Resources
 - Figure 7-1 Water Purveyor Service Area Map
 2. Final Environmental Impact Report City of Moreno Valley General Plan, certified July 11, 2006
 - Section 5.5 – Hazards and Hazardous Materials
 - Figure 5.5-2 – Floodplains and High Fire Hazard Areas
 - Section 5.7 – Hydrology and Water Quality
 - Figure 5.7-1 – Storm Water Flows and Major Drainage Facilities
 - Figure 5.7-2 – Groundwater Basins
 3. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code
 - Section 9.10.080 – Liquid and Solid Waste
 4. Moreno Valley Municipal Code Chapter 8.12 – Flood Damage Prevention
 5. Moreno Valley Municipal Code Chapter 8.21 – Grading Regulations
 6. Eastern Municipal Water District (EMWD) Groundwater Reliability Plus, <http://gwrplus.org/>
 7. Eastern Municipal Water District (EMWD) 2015 Urban Water Management Plan

XI. LAND USE AND PLANNING – Would the project:

a) Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

- Sources:**
1. Moreno Valley General Plan, adopted July 11, 2006
 - Chapter 2 – Community Development Element – Section 2.1 – Land Use
 - Figure 2-1 – Neighboring Lands Uses
 - Figure 2-2 – Land Use Map
 - Chapter 8 – 2014 – 2021 Housing Element
 2. Final Environmental Impact Report City of Moreno Valley General Plan, certified July 11, 2006

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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- Section 5.12 – Population and Housing
 - Attachments #1 - #10 – Housing Sites Inventory
 - Exhibits A1 – A11, C, D, and E – Maps of Housing Sites
- 3. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code

XII. MINERAL RESOURCES – Would the project:				
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a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

Sources:

1. Moreno Valley General Plan, adopted July 11, 2006
 - Chapter 7 – Conservation Element – Section 7.9 – Mineral Resources
2. Final Environmental Impact Report City of Moreno Valley General Plan, certified July 11, 2006
 - Section 5.14 – Mineral Resources
3. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code
 - Section 9.02.120 – Surface Mining Permits
4. Moreno Valley Municipal Code Section 8.21.020 A 7 – Permits Required
5. The Surface Mining and Reclamation Act of 1975 (SMARA, Public Resources Code, Sections 2710-2796), <https://www.conservation.ca.gov/dmr/lawsandregulations>
- 6.

XIII. NOISE – Would the project result in:				
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a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

b) Generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Sources:

1. Moreno Valley General Plan, adopted July 11, 2006
 - Chapter 6 – Safety Element – Section 6.4 – Noise
 - Figure 6-2 – Buildout Noise Contours
2. Final Environmental Impact Report City of Moreno Valley General Plan, certified July 11, 2006
 - Section 5.4 – Noise
 - Figure 5.4-1 – March Air Reserve Base Noise Impact Area
 - Figure 5.4-2 – Buildout Noise Contours – Alternative 1
 - Figure 5.4-3 -- Buildout Noise Contours – Alternative 2
 - Figure 5.4-4 -- Buildout Noise Contours – Alternative 3
 - Appendix D – Noise Analysis, Wieland Associates, Inc., June 2003.
3. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code
 - Section 9.10.140 Noise and Sound
4. Moreno Valley Municipal Code Chapter 11.80 Noise Regulations
5. March Air Reserve Base (MARB)/March Inland Port (MIP) Airport Land Use Compatibility Plan (ALUCP) on November 13, 2014, (<http://www.rcaluc.org/Portals/13/17%20-%20Vol.%201%20March%20Air%20Reserve%20Base%20Final.pdf?ver=2016-08-15-145812-700>)
- 6.

XIV. POPULATION AND HOUSING – Would the project:

a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of road or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

Sources:

1. Moreno Valley General Plan, adopted July 11, 2006
 - Chapter 2 – Community Development Element – Section 2.1 – Land Use
 - Figure 2-1 – Neighboring Lands Uses
 - Figure 2-2 – Land Use Map
 - Chapter 8 – 2014 – 2021 Housing Element
2. Final Environmental Impact Report City of Moreno Valley General Plan, certified July 11, 2006
 - Section 5.12 – Population and Housing
 - Attachments #1 - #10 – Housing Sites Inventory
 - Exhibits A1 – A11, C, D, and E – Maps of Housing Sites
3. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code
- 4.

XV. PUBLIC SERVICES – Would the project:

a) Result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

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ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
i) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
ii) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
iii) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
iv) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
v) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
<p>Sources:</p> <ol style="list-style-type: none"> 1. Moreno Valley General Plan, adopted July 11, 2006 <ul style="list-style-type: none"> • Chapter 2 – Community Development Element – Section 2.5 – Schools <ul style="list-style-type: none"> - Figure 2-3 – School District Boundaries • Chapter 2 – Community Development Element – Section 2.6 – Library Services • Chapter 2 – Community Development Element – Section 2.7 – Special Districts • Chapter 2 – Community Development Element – Section 2.5 – Other City Facilities • Chapter 4 – Parks, Recreation and Open Space Element – Section 4.3 – Parks and Recreation <ul style="list-style-type: none"> - Figure 4-2 – Future Parklands Acquisition Areas - Figure 4-3 – Master Plan of Trails • Chapter 6 – Safety Element – Section 6.1 – Police Protection and Crime Preventions • Chapter 6 – Safety Element – Section 6.2 – Fire and Emergency Services <ul style="list-style-type: none"> - Figure 6-1 – Fire Stations 2. Final Environmental Impact Report City of Moreno Valley General Plan, certified July 11, 2006 <ul style="list-style-type: none"> • Section 5.13 – Public Services <ul style="list-style-type: none"> - Figure 5.13-1 – Location of Public Facilities 3. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code 				
XVI. RECREATION – Would the project:				
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
b) Does the project include recreational facilities or require the construction or expansion of	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
recreational facilities which have an adverse physical effect on the environment?				
Response:				
Sources: 1. Moreno Valley General Plan, adopted July 11, 2006 <ul style="list-style-type: none"> • Chapter 4 – Parks, Recreation and Open Space Element – Section 4.3 – Parks and Recreation <ul style="list-style-type: none"> - Figure 4-1 Open Space - Figure 4-2 – Future Parklands Acquisition Areas - Figure 4-3 – Master Plan of Trails 2. Final Environmental Impact Report City of Moreno Valley General Plan, certified July 11, 2006 <ul style="list-style-type: none"> • Section 5.13 – Public Services <ul style="list-style-type: none"> - Figure 5.13-1 – Location of Public Facilities 3. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code				
XVII. TRANSPORTATION – Would the project:				
a) Conflict with program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
b) Conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b) ?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
d) Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
Sources: 1. Moreno Valley General Plan, adopted July 11, 2006 <ul style="list-style-type: none"> • Chapter 5 Circulation Element <ul style="list-style-type: none"> - Figure 9-1 – Circulation Plan - Figure 9-2 – LOS Standards - Figure 9-3 – Roadway Cross-Sections - Figure 9-4 – Bikeway Plan 2. Final Environmental Impact Report City of Moreno Valley General Plan, certified July 11, 2006 <ul style="list-style-type: none"> • Section 5.2 – Traffic/Circulation <ul style="list-style-type: none"> - Figure 5.2-1 – Circulation Plan 				

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ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<ul style="list-style-type: none"> - Figure 5.2-2 – General Plan Roadway Cross-Sections - Figure 5.2-3 – Year 2000 Number of Through Lanes - Figure 5.2-4 – Year 2000 Daily Volume/Capacity (V/C) Ratios - Figure 5.2-5 – Year 2000 Average Daily Traffic Volumes - Figure 5.2-6 – Proposed Circulation Plan - Figure 5.2-7 – LOS Standards • Appendix B – Traffic Analysis, City of Moreno Valley General Plan Traffic Study, Urban Crossroads, June 2004. <ol style="list-style-type: none"> 3. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code 4. Moreno Valley Municipal Code Chapter 3.18 Special Gas Tax Street Improvement Fund 5. Moreno Valley Master Bike Plan, adopted January 2015 6. Riverside County Transportation Commission, Congestion Management Program, December 14, 2011 				
XVIII. TRIBAL CULTURAL RESOURCES – Would the project:				
a) Cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code Section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code Section 5020.1(k) , or	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code section 5024.1 . In applying the criteria set forth in subdivision (c) of Public Resources Code section 5024.1 , the lead agency shall consider the significance of the resource to a California Native American tribe.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
Sources: <ol style="list-style-type: none"> 1. Moreno Valley General Plan, adopted July 11, 2006 <ul style="list-style-type: none"> • Chapter 7 – Conservation Element – Section 7.2 – Cultural and Historical Resources 2. Final Environmental Impact Report City of Moreno Valley General Plan, certified July 11, 2006 <ul style="list-style-type: none"> • Section 5.10 – Cultural Resources <ul style="list-style-type: none"> - Figure 5.10-1 – Locations of Listed Historic Resource Inventory Structures - Figure 5.10-2 – Location of Prehistoric Sites - Figure 5.10-3 – Paleontological Resource Sensitive Areas • Appendix F – Cultural Resources Analysis, Study of Historical and Archaeological Resources for the Revised General Plan, City of Moreno Valley, Archaeological Associates, August 2003. 3. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code 4. Moreno Valley Municipal Code Title 7 – Cultural Preservation 5. Cultural Resources Inventory for the City of Moreno Valley, Riverside County, California, prepared by Daniel F. McCarthy, Archaeological Research Unit, University of California, 				

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
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Riverside, October 1987 (*This document cannot be provided to the public due to the inclusion of confidential information pursuant to Government Code Section 6254.10.*)

6.

XIX. UTILITIES AND SERVICE SYSTEMS – Would the project:

a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------	--------------------------	--------------------------

Response:

d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Response:

e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
--	--------------------------	--------------------------	--------------------------	--------------------------

Response:

Sources:

1. Moreno Valley General Plan, adopted July 11, 2006
 - Chapter 2 – Conservation Element – Section 2.4 – Utilities
 - Chapter 6 – Safety Element – Section 6.7 – Water Quality
 - Chapter 7 – Conservation Element – Section 7.3 – Solid Waste
 - Chapter 7 -- Conservation Element – Section 7.5—Water Resources
 - Figure 7-1 – Water Purveyor Service Area Map
2. Final Environmental Impact Report City of Moreno Valley General Plan, certified July 11, 2006
 - Section 5.7 – Hydrology and Water Quality
 - Figure 5.7-1 – Storm Water Flows and Major Drainage Facilities
 - Figure 5.7-2 – Groundwater Basins
 - Section 5.13 – Public Services
 - Figure 5.13-1 – Locations of Public Facilities

ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
3. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code 4. Moreno Valley Municipal Code Chapter 8.10 Stormwater/Urban Runoff Management and Discharge Controls 5. Moreno Valley Municipal Code Section 8.21.170 National Pollutant Discharge Elimination System (NPDES). 6. Moreno Valley Municipal Code Chapter 8.80 – Recycling and Diversion of Construction and Demolition Waste 7.				
XX. WILDFIRE – If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:				
a) Substantially impair an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
Sources:				
1. Moreno Valley General Plan, adopted July 11, 2006 <ul style="list-style-type: none"> • Chapter 6 – Safety Element – Section 6.2- Fire and Emergency Services – 6.2.8—Wildland Urban Interface 2. Final Environmental Impact Report City of Moreno Valley General Plan, certified July 11, 2006 <ul style="list-style-type: none"> • Section 5.5 – Hazards and Hazardous Materials <ul style="list-style-type: none"> - Figure 5.5-2 – Floodplains and High Fire Hazard Areas 3. Title 9 – Planning and Zoning of the Moreno Valley Municipal Code 4. Local Hazard Mitigation Plan, City of Moreno Valley Fire Department, adopted October 4, 2011, amended 2017, http://www.moval.org/city_hall/departments/fire/pdfs/haz-mit-plan.pdf <ul style="list-style-type: none"> • Chapter 5 – Wildland and Urban Fires <ul style="list-style-type: none"> - Figure 5-2 – Moreno Valley High Fire Area Map 2016 • Chapter 8 – Landslide <ul style="list-style-type: none"> - Figure 8-1 – Moreno Valley Slope Analysis 2016 5. Emergency Operations Plan, City of Moreno Valley, March 2009, http://www.moval.org/city_hall/departments/fire/pdfs/mv-eop-0309.pdf				

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ISSUES & SUPPORTING INFORMATION SOURCES:	Potentially Significant Impact	Less Than Significant with Mitigation Incorporated	Less Than Significant Impact	No Impact
<ul style="list-style-type: none"> Threat Assessment 3 – Wildfire 6.				
XXI. MANDATORY FINDINGS OF SIGNIFICANCE				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current project, and the effects of probable future projects.)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Response:				



City of Moreno Valley Initial Study Preparation Guide

DRAFT AUGUST 2019

Prepared by City of Moreno Valley
Community Development Department

Prepared with Assistance From:
RECON Environmental, Inc.
McKenna Lanier Group, Inc.

Attachment: Initial Study Preparation Guide (3719 : Rules and Procedures to Implement CEQA)

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Introduction

This document should be used as a companion document to the City of Moreno Valley (City) Rules and Procedures for Implementation of the California Environmental Quality Act adopted by the City Council. It is essential that the person preparing the Initial Study understands the California Environmental Quality Act (CEQA) and how it pertains to preparing Initial Studies. This document provides a reference to and is intended to provide guidance for implementation of the following documents:

- City of Moreno Valley Rules and Procedures for Implementation of the California Environmental Quality Act;
- Public Resources Code (PRC) 21000 Sections 21000–21189 (CEQA Statutes); and
- California Code of Regulation (CCR), Title 14, Division 6, Chapter 3, Sections 15000–15387 (CEQA Guidelines).

1.0 General Guidance

Pursuant to CEQA, an Initial Study Checklist (or Initial Study), is a preliminary analysis prepared by the lead agency to determine whether an Environmental Impact Report (EIR) or a Negative Declaration (ND) must be prepared or to identify the significant environmental effects to be analyzed in an EIR (CEQA Guidelines §15365).

1.1 Purpose of the Initial Study

The Initial Study serves as a tool to identify and select the appropriate environmental document. It can also be used as a means to remove or reduce potentially significant impacts to enable the project to qualify for a Mitigated Negative Declaration (MND). For ND/MNDs, the Initial Study provides the required documentation of the factual basis for the finding in an ND/MND that a project would not have a significant effect on the environment. Lastly, through a scoping process, the Initial Study can be used as a tool to determine what environmental factors need to be studied in greater detail under an EIR and which environmental factors need no further review.

Appendices G and H of the CEQA Guidelines provide sample Initial Study Checklists that may be used for environmental analysis. However, these forms are only suggested, and the lead agency may create their own format for the Initial Study Checklist.

1.2 Contents of an Initial Study (Guidelines §15063(d))

An Initial Study shall contain in brief form:

- A description of the project including the location of the project;
- An identification of the environmental setting;

- An identification of environmental effects by use of a checklist, matrix, or other method, provided that entries on a checklist or other form are briefly explained in enough detail to indicate that there is evidence to support the entries. The brief explanation may be either through a narrative or a reference to another information source such as an attached map, photographs, or an earlier EIR or ND. A reference to another document should include, where appropriate, a citation to the page or pages where the information is found.
- A discussion of the ways to mitigate the significant effects identified, if any;
- An examination of whether the project would be consistent with existing zoning, plans, and other applicable land use controls; and
- The name of the person or persons who prepared or participated in the Initial Study.

1.3 Baseline and Environmental Setting

The impacts of the project shall be evaluated by comparing expected environmental conditions after project implementation to conditions at a point in time, referred to as the baseline. The changes in environmental conditions between those two scenarios represent the environmental impacts of the proposed project. The description of the environmental conditions in the project study area under baseline conditions is referred to as the environmental setting (Association of Environmental Professionals [AEP] 2016a).

1.4 Project Description

CEQA Guidelines §15378(a) defines a project as the whole of an action, which has a potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment (AEP 2016b).

The term “project” refers to the activity which is being approved and which may be subject to several discretionary approvals by governmental agencies. The term “project” does not mean each separate governmental approval (CEQA Guidelines §15378(c)).

Piecemealing

Piecemealing or segmenting means dividing a project into two or more pieces and evaluating each piece in a separate environmental document, rather than evaluating the whole of the project in one environmental document. This is explicitly forbidden by CEQA, because dividing a project into a number of pieces would allow a lead agency to minimize the apparent environmental impacts of a project by evaluating individual pieces separately, each of which may have a less than significant impact on the environment, but when considered together may result in a significant impact. Segmenting a project may also hinder developing comprehensive mitigation strategies (AEP 2016b).

Importance of the Project Description

As detailed in the AEP Topic Paper regarding project descriptions (AEP 2016b), a project description should contain enough information to ensure that the impact analysis contains a meaningful assessment of the project's impacts. For example, if a new roadway is proposed, the project description must also provide details of the proposed alignment and width so that a detailed analysis of the effects on biological and cultural resources can be completed. Or, if an expansion of a wastewater treatment plant is proposed, the treatment process and proposed capacity of the plant must be disclosed so that the analysis can assess whether the operation of the plant would meet water quality standards.

The project description is the foundation upon which an environmental analysis is constructed. An impact analysis should "tell a story" about how the actions comprising the proposed project will or will not lead to impacts, and why those impacts are either significant or less than significant. The project description should include the project objectives and demonstrate how the proposed project meets the project objectives.

The impact analysis then flows from the detailed description of project features contained in the project description, combined with other sources of information and scientific analysis. If sufficient information is not provided in the project description about the actions and activities that would occur under the proposed project, the first part of the impact analysis story may be misleading or incomplete, and the reader will not be able to understand the chain of logic and fact that links the project description to the impact conclusions. Further, without a complete and stable project description, the team preparing the impact analyses within the environmental document may not have the information necessary to determine what impacts the proposed project may have, or the intensity of those impacts (AEP 2016b).

Contents of the Project Description (CEQA Guidelines §15124)

The contents of a project description for an ND or MND are not explicitly called out in the CEQA Guidelines; however, guidance for the preparation of EIR project descriptions provides applicable guidance. The CEQA Portal Topic Paper – Project Description (AEP 2016b) provides examples of the types of information to be provided in a project description:

- The project sponsor or applicant.
- The location of the proposed project (including regional and site-specific graphics).
- A timeline for completing the project, including when construction of the proposed project is expected to be initiated, how long will it take to complete construction, and when project operations, occupancy, or use would begin.
- Project objectives.
- A summary of the types of uses the proposed project will include.

- A quantitative measure of the intensity of each use (e.g., square footage of commercial space, number of single-family housing units, width and linear feet of new roadway, and amount of water to be diverted).
- Improvements to public infrastructure and services required for the proposed project, including off-site improvements.
- Information regarding how the proposed project would be constructed and operated. This would also include discussion of any contemplated off-site grading, location of the staging area for construction, and any other potential land disturbance.
- Reasonably foreseeable future project phases or related projects.
- Information on the kinds of measures proposed to avoid or minimize environmental impacts (sometimes called environmental commitments).
- Information on any additional environmental clearances, consultations, or permits that will be required for the project.
- A list of agencies that will use the environmental document for their CEQA compliance (including permitting agencies).
- Information on who the proposed project is intended to serve (if appropriate).
- Graphics showing what the proposed project will look like (plan view and elevations, if appropriate).
- If construction and/or operation is to occur in phases, provide an expected schedule of the phases and detail as to what portions of the project will happen in each phase. Describe any temporary or permanent relocations required, if applicable.
- More detailed information about construction may be needed for certain technical analyses, such as:
 - What kinds of equipment will be involved in constructing the proposed project?
 - What is the maximum number of construction workers expected to be on-site at the height of construction, and how long will that last?
 - How many people will be expected to work at the project site at full implementation?
 - If cut and fill are not able to be balanced on-site, what is the amount of material needing to be hauled on- or off-site, and the location of the source or destination of these materials?

- What Best Management Practices will be used to minimize pollutant flows during storm water events?
- Where will construction waste be hauled to?
- Where will equipment and materials storage (staging) areas be located?
- How storm water flows will be handled on-site (for hydrology and water quality analysis).
- How stream crossings will be created or altered (for biology and hydrology).
- Details about internal traffic flow (for traffic).
- Number of parking spaces provided (for traffic).
- Activities associated with the decommissioning or demolition of the proposed project, if it is anticipated to have a limited lifespan (e.g., a reclamation plan for a proposed mining operation).

To the extent that some of this information is not available, the CEQA document should contain any assumptions made regarding details of the project construction and operation needed to complete the analyses.

1.5 Thresholds of Significance (CEQA Guidelines §15064.7)

A threshold for an environmental impact is that point at which the lead agency defines as the level of effect above which the impact is significant and below which the impact is considered less than significant. Lead agencies are responsible for defining thresholds applicable to projects under their jurisdiction. While the City has not adopted thresholds of significance, there are some thresholds or standards established by the Initial Study questions themselves, others established by expert agencies, and those established by regulatory agencies. The specifics of these thresholds as they apply to the City are discussed under the appropriate environmental factor or question in Section 2.

It is important to understand that when using a threshold, the preparer should briefly explain how compliance with the threshold means that the project's impacts are less than significant. Compliance with an adopted threshold does not relieve a lead agency of the obligation to consider substantial evidence indicating that the project's environmental effects may still be significant.

More information on thresholds can be found in the CEQA Portal Topic Paper – Thresholds of Significance at https://ceqaportal.org/topic_papers.cfm.

1.6 Determining the Significance of the Environmental Effects Caused by a Project

CEQA Guidelines §15064 sets the stage for determining environmental impacts. Some key points from this section of the CEQA Guidelines are discussed below.

Significant Effect

A significant effect is a substantial, or potentially substantial, adverse change in any of the physical conditions within the area affected by the activity including land, air, water, minerals, biology, ambient noise, and objects of historic or aesthetic significance, to name a few. Social or economic changes related to a physical change in the environment may also be considered in determining whether the physical change is significant. As noted in the CEQA Guidelines, a solid definition of a “significant effect” is not always possible because the significance of an activity may vary with the setting (CEQA Guidelines §15382).

The lead agency’s decision as to whether a project may have one or more significant effects shall be based on substantial evidence in the whole of the record of the lead agency. The CEQA Guidelines state that: “If the lead agency determines there is substantial evidence in the record that the project may have a significant effect on the environment but the lead agency determines that revisions in the project plans or proposals made by, or agreed to by, the applicant would avoid the effects or mitigate the impact to a point where clearly no significant effect on the environment would occur and there is no substantial evidence in light of the whole record before the public agency that the project, as revised, may have a significant effect on the environment then a mitigated negative declaration shall be prepared” (Guidelines §15064).

“If the lead agency determines there is no substantial evidence that the project may have a significant effect on the environment, the lead agency shall prepare a negative declaration” (CEQA Guidelines §15064; *Friends of B Street v. City of Hayward* (1980) 106 Cal. App. 3d 988).

If there is disagreement among expert opinion supported by facts over the significance of an effect on the environment, the lead agency shall treat the impact as significant and shall prepare an EIR.

The *Sierra Club v. County of Fresno* (2018) 6 Cal.5th 502 (December 24, 2018) case, also known as the Friant Ranch Decision, has the potential for implications on environmental analysis. Although the discussion concerns an EIR, it would impact all environmental analysis (NDs and MNDs). Ascent Environmental released a CEQA Practice Paper entitled *Practical Implications of the Friant Ranch Decision for Air Quality and Other EIR Analyses* (Ascent Environmental 2019). The paper reminds CEQA practitioners “that the evaluation of significant effects under CEQA must be understandable to the public, which not only involves providing support by substantial evidence, but also interpreting and explaining the meaning of the impact to the affected

public, including the analytical route to the impact conclusion and its nature and magnitude (i.e., telling the story behind the impact)” (Ascent Environmental 2019).

Direct Impacts (CEQA Guidelines §15358)

Direct or primary impacts are those immediately related to the project (i.e., the project will require grading that will destroy habitat). In evaluating the significance of the environmental effect of a project, the preparer shall consider direct physical changes in the environment, which may be caused by the project.

When a physical change is caused by economic or social effects of a project, the physical change may be regarded as a significant effect in the same manner as any other physical change resulting from the project. Alternatively, economic and social effects of a physical change may be used to determine that the physical change is a significant effect on the environment. If the physical change causes adverse economic or social effects on people, those adverse effects may be used as a factor in determining whether the physical change is significant.

An example would be a big box home improvement store whose approval in a downtown area will cause smaller electric, plumbing, lumber stores to close causing blight in the downtown.

Indirect Impacts

Indirect or secondary impacts are those that are reasonably foreseeable and are related more to the impact consequences than to the project itself (i.e., the destruction of non-native grassland will indirectly affect raptors due to a reduction on foraging habitat). In evaluating the significance of the environmental effect of a project, the preparer shall consider reasonably foreseeable indirect physical changes in the environment, which may be caused by the project.

Cumulative Impacts

Cumulative impacts are two or more individual effects which, when considered together, are considerable or which compound or increase other environmental effects (CEQA Guidelines §15355). Cumulatively considerable impacts are those additional or incremental effects of an individual project that when analyzed in connection with the effects of past, current, and foreseeable projects is significant.

When relying on a plan, regulation, or program, the lead agency should explain how implementing the particular requirements in the plan, regulation, or program ensure that the project’s incremental contribution to the cumulative effect is not cumulatively considerable.

1.7 Mitigation Measures

A mitigation measure is an action to be taken to reduce or avoid a significant impact resulting from a proposed project. The solution must have a “nexus” to the project, be

“roughly proportional” to the project and cannot be recommended or required where there is no impact or a less than significant impact (Nollan v. California Coastal Commission, 483 U.S. 825 [1987] and Dolan v. City of Tigard, 512 U.S. 374). The measures shall be fully enforceable through the project conditions, or any other legally binding instruments (i.e., development agreements).

If there is more than one mitigation measure that could equally reduce the impact to less than significant, the Initial Study response shall include disclosure of all of the potential measures along with the basis or reasoning why the lead agency selected the measure that is to be applied. If the measure itself could cause one or more significant effects in addition to the project’s impacts, the response in the Initial Study must include the effects of the mitigation measure, but the detail needed to describe the effects does not have to be the same as that for the effects of the project.

Mitigation measures should not include processes or requirements of Federal, State, or City laws (i.e., the requirement for a grading permit is not mitigation). However, if the processes or requirements help to mitigate the project’s impacts, then this should be stated in the response to the checklist question as to how it is ensured that those requirements would be implemented, in addition to how those processes or requirements would reduce the impacts.

There are times when the City may have a policy (not a Code requirement) that is added to certain types of projects as a condition. If this policy is required to reduce the project’s impact to less than significant, and the applicant could request to have the condition removed from the project through the hearing process, then it is a good idea to make this policy a mitigation measure so all are aware that it is needed to reduce the impacts of the project. For example, if a project relies on implementation of a specific General Plan policy to ensure impacts would be less than significant, the City may require that policy language to be added as a mitigation measure to ensure it is implemented.

Required Contents of a Mitigation Measure

Mitigation measures must include the five Ws (Why, What, Where, Who, and When) and the one H (How).

Why: what is the objective of the mitigation measure? (i.e., to compensate for the loss of oak trees on the site).

What and Where: include specific actions or types of actions and locations, if applicable. Mitigation should include a clear performance standard and must be verifiable (i.e., replace two 36-inch box oak trees for every one tree lost and show how the required tree quantity is met on the landscape plan. The developer is responsible for ensuring the newly planted oak trees take hold and do not die for the next two years. If the trees die, they must be replanted).

Who: the responsible party for carrying out the mitigation measure (i.e., the developer will ensure that the Landscape Architect knows this requirement and that the trees do not die for the next two years).

When: the timing under which the mitigation measure is to be completed (i.e., prior to building permit issuance).

How: a description of the project significance after implementation of the mitigation measure (i.e., this mitigation measure reduces the project's impacts to the loss of oak trees to less than significant as the two to one ratio for replacement will ensure that the oak tree population is restored).

The mitigation measure must be:

- Linked to an impact;
- Measurable and enforceable;
- Within the jurisdiction of the lead agency;
- Feasible;
- Monitored by the lead agency; and
- Measurable.

Mitigation measures cannot defer the identification of measures to sometime in the future. However, a mitigation measure may be developed after project approval, when it is not practical or feasible to include the details of the needed actions during the environmental review process. The lead agency must commit to the mitigation, adopt specific performance standards the measure will achieve, and identify the potential actions that can feasibly achieve the performance standards that will be analyzed and potentially incorporated in the measure.

The lead agency cannot reduce the project's proposed number of housing units as mitigation or even as an alternative if other feasible mitigation or alternatives would provide a similar level of mitigation without reducing the number of housing units (CEQA Statute §21159.26).

2.0 Initial Study Form

2.1 How to Fill In the First Few Pages

Cover – Self-explanatory.

Table of Contents – Right-click on the Table of Contents to update.

Project Case Number – Include all cases being processed for the project and any other approval required for the project (i.e., City approval to sell City land, etc.).

Project Title – The title will be used on all CEQA documents, including notices.

Public Comment Period – Enter the 20-day or 30-day review period (longer for an EIR).

Lead Agency – The City is the decision-making body and is, therefore, the Lead Agency.

Documents Posted At – This would be the City's web address where the Initial Study and the Technical Studies (Appendices to the Initial Study) will be posted.

Prepared By – This will be the Project Planner from the City or a consulting firm that prepared the Initial Study.

Project Sponsor – The project sponsors are typically the applicant and the landowner.

Project Location – This will be the site address if available, information on the location (i.e., SEC of two streets, etc.), the City, County, and State, perhaps a reference to an aerial map, the U.S. Geological Service (USGS) locational information, and the Tax Assessor Parcel Number.

Example:

Approximately 116 feet east of the corner of XX Street and ABC Street on the north side of ABC Street, in the City of Moreno Valley, Riverside County, California, as shown in Figure A – Aerial Map. The Project site is located in Section 32 of Township 4 South, Range 1 West, Lakeview 7.5 Quadrangle U.S. Geological Survey (USGS), San Bernardino Base and Meridian (SBBM) and is comprised of Tax Assessor Parcel Numbers (APN) 432-270-012.

General Plan Designation – The preparer will enter the baseline or current General Plan designation with a description of the designation from the General Plan.

Example:

Residential: R2 - maximum two dwelling units per acre

The description of the purpose of each General Plan designation is found in Section 9.2.2 Community Development Element Objectives and Policies..

Specific Plan Name and Designation – The preparer will enter the baseline or current Specific Plan Designation with a description of the designation from the Specific Plan.

Example:

SP 204 – The Village Plan

VR – Village Residential

The Village Residential zone is a mixed density zone which addresses the wide ranges of parcel sizes and lot configurations in this area of the Village. It encourages higher densities than typical in suburban areas in order to support the Village commercial areas. It recognizes the wide range of housing types which have evolved over time in the area and the existing mix of housing types.

Existing Zoning – The preparer will enter the baseline or current zoning with a description of the designation from the Planning and Zoning Code.

Example:

Residential 1 District (R1) - The primary purpose of the R1 district is to provide for and protect the rural and agricultural atmosphere, including the keeping of animals, that have historically characterized these areas. This district is intended as an area for development of low density, large lot, single-family residential dwelling units at a maximum density of one dwelling unit per net acre.

Surrounding Land Uses and Setting – Use the table in the Initial Study Template to describe the neighboring properties current development, General Plan designation, and Zoning designation. It would also be useful to reference an aerial figure in the document.

Description of the Site and Project – Refer to Section 1.3, Baseline and Environmental Setting and Section 1.4, Project Description, above, for guidance.

Tribal Consultation Information – This section should describe the results of tribal consultation.

Sample Response:

*Consultation under Assembly Bill (AB) 52 commenced on February 13, 2010. The 30-day response period ended on March 15, 2019. The only tribe wishing to consult was the Soboba Band of Luiseño Indians. While the project will impact no known cultural, tribal resources, the standard mitigation measures **MM CR-1** through **MM CR-3**, have been applied to the project pursuant to the consultation. For more information, see the AB 52 Log for this project in Appendix 1 of this Initial Study.*

The Technical Advisories on Senate Bill (SB) 18 and AB 52 prepared by the Office of Planning and Research (OPR) suggest the creation of a log that documents how many

times the tribes were contacted. The log can include information on the consultation process as long as no confidential information is provided in the log, and incorporated by reference.

Other Public Agencies whose Approval Is Required – This list would include any agency which must provide a permit for the project. Examples would include South Coast Air Quality Management District, Riverside County Environmental Health, Eastern Municipal Water District, and the California Department of Alcoholic Beverage Control.

Other Technical Studies Referenced – This should be a list of all technical studies prepared for the environmental review. These studies should become appendices to the Initial Study.

Acronyms and Abbreviations – The CEQA Guidelines §15140 states “EIRs [Negative Declarations] shall be written in plain language and may use appropriate graphics so that the decision makers and the public can rapidly understand the documents.” For this reason, a list of standard acronyms and abbreviations must be provided. The words must be spelled out, and the acronym identified the first time it is used in the body of the document.

Environmental Factors Potentially Affected – The preparer would mark any environmental factor that has a potentially significant impact that cannot be mitigated. It should be noted that if an environmental factor has a potentially significant impact that cannot be mitigated, the project would require an EIR. The preparer would use the Initial Study to determine the areas that need to be addressed in the EIR and may use the Initial Study to narrow the number of topics that require detailed analysis in the future EIR or focused EIR.

Determination – This section summarizes the environmental evaluation and will be signed by the Project Planner.

Evaluation of Environmental Impacts – This section provides general guidance on how to approach the upcoming checklist portion of the environmental review.

2.2 The Checklist

A number of resources are available to assist with preparation of the Initial Study form and should be consulted and referenced where appropriate. Specific reference documents that should be consulted are summarized below and addressed more specifically under each issue topic heading below.

Specific Plans

The City has 10 active specific plans ([City of Moreno Valley Specific Plans](#)). If the project is located within any of these specific plans, review for pertinent information related to mineral resources should be incorporated into the required analysis.

General Plan EIR

The City’s General Plan EIR provides an analysis of potential environmental impacts associated with build-out of planned development throughout the City. Useful issue-

specific analysis may be contained in the General Plan EIR that can be used to support initial study findings.

I. AESTHETICS

The following are resources that should be reviewed when preparing this section of the checklist.

General Plan

The City's General Plan covers Community Design under Chapter 2 – Community Development Element, Section 2.3 – Community Design, and Chapter 7 – Conservation Element, Section 7.8 – Scenic Resources. The objectives and policies associated with aesthetics include the following and should be reviewed in terms of the impacts the project may have on achieving these objectives and policies, where applicable.

Objective 2.10 and the associated policies ensure that new developments, including new buildings, walls, and landscaping, are visually attractive.

- Policy 2.10.2 calls for objectionable views to be screened from view.
- Policy 2.10.7 discourages lighting that causes excessive light and glare on adjacent properties.
- Objective 7.7 and the associated policies are designed to foster visually attractive development.
- Policy 7.7.1 discourages development along prominent ridgelines.
- Policies 7.7.2 and 7.7.6 minimize the visual impact of overhead utility lines and wireless communication facilities.
- Policy 7.7.3 calls for reasonable controls to reduce the impact of signs on visual quality.
- Policies 7.7.4 and 7.7.5 require development along designated scenic roadways to be visually attractive and to allow for views of the surrounding mountains and Mystic Lake.

Municipal Code

The Municipal Code contains design guidelines that regulate the aesthetic quality of new development with respect to structures, signs, walls, landscaping, and other improvements. Existing regulations also require night lighting for non-residential developments to be shielded where appropriate to reduce the intensity of light that spills on neighboring properties ([Title 9 Planning and Zoning](#)).

If the project includes a landmark or structure of merit, or in a preservation district or a neighborhood conservation area, then Title 7 – Cultural Preservation of the Municipal Code should be reviewed ([Title 7 Cultural Preservation](#)).

If heritage trees are located onsite as defined by Section 9.17.030 G – Heritage Trees, these trees must be preserved ([Chapter 9.17 Landscape and Water Efficiency Requirements](#)).

Chapter 14.40 – Tree Care of the Municipal Code establishes provisions for tree planting trees within the City ([Title 14 Streets and Sidewalks](#)).

Additional landscaping requirements can be found in Municipal Code Chapter 6.04.040 C – Declaration of Nuisances ([Chapter 6.04 Abatement of Public Nuisances](#)) and Chapter 9.17 – Landscape and Water Efficiency Requirements ([Chapter 9.17 Landscape and Water Efficiency Requirements](#)).

The Questions

- a) Would the project have a substantial adverse effect on a scenic vista?

Review the documents above concerning scenic vistas.

- b) Would the project substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway?

At this time, there are no State Scenic Highways in Moreno Valley as defined by the California Department of Transportation (DOT). However, Gilman Springs Road, Moreno Beach Drive, and State Route 60 (SR-60) are designated as local scenic roads in the City's General Plan and should be addressed in this section if the project would be visible from these roadways.

The Reche Canyon/Badlands Area Plan of Riverside County's General Plan contains several County-Designated or County-Eligible scenic roadways including San Timoteo Canyon Road, Redlands Boulevard, Gilman Springs Road, and SR-60 ([Reche Canyon/Badlands Area Plan](#)). If a project is within the viewshed of these roads, these potential viewsheds should be considered and discussed.

- c) In non-urbanized areas, would the project substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality?

Review the documents above concerning visual character and public views.

- d) Would the project create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?

Review the documents above concerning light and glare. A portion of the City is located within the Mount Palomar Nighttime Lighting Area requiring special lighting requirements to protect the nighttime sky.

The City may wish to require a Light and Glare Study as part of the project when parking lot lights and/or taller buildings are adjacent to residential uses.

II. AGRICULTURE & FOREST RESOURCES

The following are resources that should be reviewed when preparing this section of the checklist.

General Plan

The City's General Plan covers Agricultural Resources under Chapter 7 – Conservation Element, Section 7.7 – Agricultural Resources. The City's General Plan policies support agriculture as an interim use; however, no land in the planning area is designated for agricultural preservation. To allow for the interim use of land for agricultural uses, the City identifies crops as an allowable use for all of its zoning categories. The proposed General Plan Parks, Recreation, and Open Space Element contains the following objective:

- Objective 4.1: Retain agricultural open space as long as agricultural activities can be economically conducted, and are desired by agricultural interests (with some agriculture retained in long-term use), and provide for an orderly transition of agricultural lands to other urban and rural uses.

To support this objective, the City identifies policies to encourage grazing and crop production as a compatible part of a rural residential atmosphere (City of Moreno Valley 2006).

Municipal Code

Article 9 – Planning and Zoning of the Municipal Code contains information on zones where agricultural uses are permitted ([Title 9 Planning and Zoning](#)).

The Questions

- a) Would the project convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?

To determine if the project site is Prime Farmland, Unique Farmland, or Farmland of Statewide Importance, refer to the Farmland Mapping and Monitoring Program website ([California Important Farmland Finder](#)) and enter the subject site into the mapping program to determine the Farmland Mapping designation for the site.

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) ([LESA Model](#)) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland.

- b) Would the project conflict with existing zoning for agricultural use, or a Williamson Act contract?

Determine if the subject site zoning permits agricultural uses. If it does, consider whether the site is being encroached upon by development which would preclude the site from having a viable agricultural use. Also, refer to the information provided in response a) above.

No land within the planning area is currently under a Williamson Act contract.

- c) Would the project conflict with existing zoning for, or cause rezoning of, forest land (as defined in [PRC §12220\(g\)](#)), timberland (as defined by [PRC §4526](#)), or timberland zoned Timberland Production (as defined by [PRC §51104\(g\)](#))?

Example response: Generally, in southern California, including Riverside County and the City of Moreno Valley, climate and topography limit the types and locations of forest lands and their potential for commercial or industrial timber utilization. Accordingly, there is no existing or currently proposed zoning of forest land, timberland, or Timberland Production Zones within the City. Also, figures released by the State of California indicate that no “California forest land” ownership, either public or private, is mapped for Riverside County including the City. Therefore, the Project would not conflict with the existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production and the Project will have **no impact**, directly, indirectly, or cumulatively to forest land.

- d) Would the project result in the loss of forest land or conversion of forest land to non-forest use?

Example response: There is no commercial forestry or timber production industry within the City other than Christmas tree farms or nursery stock production (that is, cultivated, rather than wild-harvested). Therefore, the Project would not result in the loss of forest land or the conversion of forest land to non-forest use and the Project will have **no impact**, directly, indirectly or cumulatively to the loss of forest land or conversion of forest land to a non-forest use.

- e) Would the project involve other changes in the existing environment which, due to their location or nature, could result in the conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use?

Example response: The Project is consistent with the General Plan for the site and area, which is currently developing, and as discussed above will have a **less than significant impact**, directly, indirectly, or cumulatively to the conversion of Farmland to another use.

As noted above, there is no commercial forestry or timber production industry within the City. Therefore, the Project would not result in the loss of forest land or the conversion of forest land to non-forest use, and the Project will have **no impact**, directly, indirectly or cumulatively.

III. AIR QUALITY

Analyzing air quality impacts typically requires modeling using the most recent versions of the South Coast Air Quality Management District's (SCAQMD) California Emissions Estimator Model® (CalEEMod) and in some cases the California Air Resources Board's (CARB) Emission FACtor (EMFAC) BURDEN model. The City generally requires an air quality analysis for most projects except smaller projects that would clearly not generate construction or operational emissions that exceed SCAQMD thresholds. Typically, vehicle trips are the largest source of project operational emissions; thus, the following screening levels have been identified to define projects that would not likely exceed SCAQMD thresholds for operational emissions.

- 50 single-family residential units
- 35,000 square feet of office space
- 11,000 square feet of retail space
- 6,300 square feet of supermarket space
- Industrial projects - All industrial projects would require further analysis/modeling due to the variability in potential emissions, or information could be provided to demonstrate there would be no point source emissions and trip generation would be equivalent or less than the amount generated by 50 single-family units.

In some cases, an air quality analysis may be required for projects smaller than the above screening levels based on site-specific information such as a project with operational point source emissions located in proximity to sensitive receivers or proposed sensitive receivers being located in proximity to existing land uses with a source of air emissions. Additionally, certain smaller projects that require special equipment or uses that would have substantial air emissions would require an air quality analysis.

Regarding construction emissions, the above screening criteria may also be used except certain smaller projects could require an air quality analysis in certain circumstances, such as where a major demolition is required in addition to project construction or where project construction would be located in proximity to a sensitive receiver. Absent an air quality report, the initial study will still be required to substantiate all conclusions with supporting facts. Guidance documents from the SCAQMD should be reviewed in determining the potential for significant air quality impacts. Resources are available on the SCAQMD webpage ([Air Quality Analysis Handbook](#)).

General Plan

The City's General Plan covers Air Quality under Chapter 6 – Safety Element, Section 6.6 – Air Quality. The City's General Plan objectives and policies associated with air quality include the following and should be reviewed in terms of the impacts the project may have on achieving these objectives and policies.

- Circulation Element Objectives 5.3, 5.4, 5.8, and 5.9 and related policies and Programs 5-4, 5-5, 5-6, and 5-9 through 5-16 serve to control vehicular emissions by limiting the number of vehicle miles traveled, enhancing circulation and relieving traffic congestion. They encourage walking, bicycling, mass transit, transportation demand management, intelligent transportation systems, and road improvements that allow for the efficient movement of vehicles.
- Each of the land use alternatives as well as Safety Element Objective 6.6 and related policies promote land use patterns that reduce trip distances and thereby reduce air pollution. The plan locates commercial sites and parks close to residential areas (particularly higher density areas) and provides adequate areas for job-generating land uses. Safety Element Objective 6.7 and related policies support regional air quality strategies, park-and-ride facilities, and express bus service. Policy 6.7.4 requires heavy industrial sites to be separated from residential areas and sensitive receptors.
- Objective 7.5 and related policies concerning energy conservation would also reduce air emissions. Policy 7.5.5 encourages solar power and other forms of renewable energy. Policy 7.5.3 calls for the placement of commercial, industrial, and multiple-family uses in areas of high transit potential. Policy 7.7.3 calls for reasonable controls to reduce the impact of signs on visual quality.

Municipal Code

The Municipal Code covers air quality in various sections:

- Section 9.05.050 – [Good Neighbor Guidelines for Warehouse Distribution Facilities](#)
- Section 9.10.050 – [Air Quality](#)
- Section 9.10.150 – [Odors](#)
- Chapter 12.50.040 – [Limitations on Engine Idling](#)

Sierra Club v. County of Fresno (2018) 6 Cal.5th 502 (AKA Friant Ranch) – December 24, 2018

The above-noted case, also known as the Friant Ranch Decision, has the potential implications on environmental analysis. Although the discussion concerns an EIR, it would impact all environmental analysis (NDs and MNDs). The California Supreme Court found that the EIR's analysis of the Project's air quality impacts was inadequate because it failed to adequately explain how the air pollutants generated by the Project would affect public health. The Court found that the air quality analysis lacked sufficient detail to enable readers to understand the nature and magnitude of impacts fully. (Best, Best & Krieger 2019). The guidance paper, Practical Implications of the Friant Ranch Decision for Air

Quality and Other EIR Analyses (Ascent Environmental 2019), reminds CEQA practitioners to:

- Describe the Rationale Behind Thresholds;
- Connect Significant Air Quality Impacts to Health Consequences;
- Consider the Common Modeling Tools, Their Strengths, and Their Weaknesses.

Air quality analysis must explain how air pollutants generated by the Project would affect public health. If a clear conclusion or link cannot be made, the document must explain why and be supported by substantial evidence.

The Questions

- a) Would the project conflict with or obstruct implementation of the applicable air quality plan?

The applicable Air Quality Management Plan (AQMP) is SCAQMD's 2016 AQMP. The Air Quality and Greenhouse Gas (GHG) Study should address the project's consistency with the AQMP, and that analysis is included in this response.

- b) Would the project result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard?

Although it is not necessary to list all Air Quality Monitoring District (AQMD) applicable rules in the response, to avoid comments from AQMD, it is best to discuss the most applicable rules and how they will help reduce the project's impacts on air quality to less than significant. Here are a few rules to consider:

- Rule 201 – Permit to Construct;
- Rule 203 – Permit to Operate;
- Rule 402 – Particular Matter Concentration;
- Rule 403 – Dust Control;
- Rule 461 – Gasoline Transfer and Dispensing;
- Rule 1113 – Architectural Coatings; and
- Idling Diesel Vehicle Trucks.

The SCAQMD also establishes some thresholds for air quality within the South Coast Air Basin. The Air Quality Study should compare the project's emissions against these thresholds. The Air Quality Study should provide the basis for this response.

- c) Would the project expose sensitive receptors to substantial pollutant concentrations?

This information should be taken from the Air Quality Study. The text and tables should be copied to this response.

Special procedures apply to certain school projects, as well as certain projects near schools, which may emit hazardous air emissions near schools. If the project involves the construction or alteration of a facility that might reasonably be anticipated to emit hazardous air emissions, or that would handle an extremely hazardous substance or a mixture containing extremely hazardous substances in a quantity equal to or greater than the State threshold quantity specified in subdivision (j) of Section 25532 of the Health and Safety Code, that could impose a health or safety hazard to persons who would attend or would be employed at the school, then the lead agency must consult with the school district and special notifications requirements are necessary (CEQA Guidelines §15064.4).

Health and Safety Code §25532(j)

(j) "Regulated substance" means any substance that is either of the following:

- (1) A regulated substance listed in [Section 68.130 of Title 40 of the Code of Federal Regulations](#) pursuant to paragraph (3) of subsection (r) of Section 112 of the Clean Air Act ([42 U.S. Code Sec. 7412\(r\)\(3\)](#)).
- (2)(A) An extremely hazardous substance listed in Appendix A of [Part 355](#) of Subchapter J of Chapter I of Title 40 of the Code of Federal Regulations that is any of the following:
 - (i) A gas at standard temperature and pressure.
 - (ii) A liquid with a vapor pressure at standard temperature and pressure equal to or greater than 10 millimeters mercury.
 - (iii) A solid that is one of the following:
 - (I) In solution or in molten form.
 - (II) In powder form with a particle size less than 100 microns.
 - (III) Reactive with a National Fire Protection Association rating of 2, 3, or 4.
 - (iv) A substance that the office determines may pose a regulated substances accident risk pursuant to subclause (II) of clause (i) of subparagraph (B) or pursuant to Section 25543.3.
- (B)(i) On or before June 30, 1997, the office shall, in consultation with the Office of Environmental Health Hazard Assessment, determine which of the extremely hazardous substances listed in Appendix A of Part 355 (commencing with [Part 355](#)) of Subchapter J of Chapter I of Title 40 of the Code of Federal Regulations do either of the following:
 - (I) Meet one or more of the criteria specified in clauses (i), (ii), or (iii) of subparagraph (A).

- (II) May pose a regulated substances accident risk, in consideration of the factors specified in [Health and Safety Code Section 25543.1 subdivision \(g\)](#), and, therefore, should remain on the list of regulated substances until completion of the review conducted pursuant to [Health and Safety Code Section 25543.3 subdivision \(a\)](#).
- (ii) The office shall adopt, by regulation, a list of the extremely hazardous substances identified pursuant to clause (i). Extremely hazardous substances placed on the list are regulated substances for the purposes of this article. Until the list is adopted, the administering agency shall determine which extremely hazardous substances should remain on the list of regulated substances pursuant to the standards specified in clause (i).
- d) Would the project result in other emissions (such as those leading to odors adversely affecting a substantial number of people?

The Air Quality Study should provide the basis for this response.

IV. BIOLOGICAL RESOURCES

This section of the Initial Study analyzes the impacts to biological resources. Adverse impacts can occur either directly, through the destruction of the biological resource to indirectly, by degrading the necessary habitat for the biological resource.

For major project reviews for new development of previously undeveloped land, a Biological Study should be requested unless it is determined by the Planning Official that there is no potential for impacts to biological resources. The Biological Study should include consistency with the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP) in addition to covering such topics including but not limited to:

- The Federal Endangered Species Act
- The Migratory Bird Treaty Act
- Section 404 of the Federal Clean Water Act
- The California Endangered Species Act
- The Native Plant Protection Act
- Section 1600 of the State Fish and Wildlife Code
- The Natural Community Conservation Planning Program
- The Stephens' Kangaroo Rat Habitat Conservation Plan (SKRHCP)

General Plan

The City's General Plan covers biological resources under Chapter 7 – Conservation Element, Section 7.1 – Biological Resources. The City's General Plan objectives and

policies associated with biological resources include the following and should be reviewed in terms of the impacts the project may have on achieving these objectives and policies.

- Conservation Element Objective 7.1 and related policies address biological resources.

Municipal Code

Applicable Municipal Code sections include:

- Chapter 8.60 – [Threatened and Endangered Species](#)
- Section 9.17.030G (Heritage Trees) – [Landscape and Irrigation Design Standards](#)
- Title 3 – Revenue and Finance addresses the collection of the MSHCP and SKRHCP fees.

The Questions

- a) Would the project have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife (CDFW) or U.S. Fish and Wildlife Service (USFWS)?

This information should be taken from the Biological Study.

- b) Would the project have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the CDFW or USFWS?

This information should be taken from the Biological Study.

- c) Would the project have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?

This information should be taken from the Biological Study.

- d) Would the project interfere substantially with the movement of any native resident or migratory fish or wildlife species or with an established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?

This information should be taken from the Biological Study.

- e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?

This information should be taken from the Biological Study. The Biological Study should address the City's Heritage Tree requirements.

- f) Would the project conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or another approved local, regional, or state habitat conservation plan?

This information should be taken from the Biological Study.

V. CULTURAL RESOURCES

This section of the Initial Study analyzes the impacts to cultural and historic resources. Adverse impacts can occur either directly, through the destruction of a historic building or indirectly, by degrading the aesthetic qualities of a historic district. If the project is not exempt from CEQA and is vacant, a Cultural Study should be required. Even if the site has been routinely disced for years, there is still the need for a cultural assessment. Many experts believe that discing has the effect of bringing possible cultural resources to the surface. In light of AB 52 and SB 18 consultations, many tribes are requesting a cultural resource inventory as part of the consultation process. The Cultural Resources Assessment or Study should be used to prepare the responses to these questions, and it should be cited in the Sources section of the document. Information regarding the locations of potential cultural resources should not be shared with the public and should be contained within a confidential appendix pursuant to Government Code Section 6254.10.

General Plan

The City's General Plan covers cultural and historical resources under Chapter 7 – Conservation Element, Section 7.2 – Cultural and Historical Resources. The City's General Plan objectives and policies associated with cultural and historical resources include the following and should be reviewed in terms of the impacts the project may have on achieving these objectives and policies.

- Objective 7.6 and the associated policies and Program 7-6 are designed to ensure that cultural resources are identified and that impacts to cultural resources are avoided or reduced in ways that are consistent with their intrinsic value.

Municipal Code

The Municipal Code covers cultural and historical resources in Title 7 – Cultural Preservation ([Title 7 Cultural Preservation](#)).

The Questions

- a) Would the project cause a substantial adverse change in the significance of a historical resource as defined in CEQA Guidelines §15064.5?

CEQA Guidelines §15064.5 can be found in Appendix A of this document and at this location: [Preliminary Review of Projects and Conduct of Initial Study](#).

Use the information from the Cultural Study to answer this question.

- b) Would the project cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?

To determine if a project will have a substantial adverse change on an archaeological resource, it must first be determined if the archaeological resource is a historical resource pursuant to CEQA Guidelines §15064.5. If it is a historical resource, then the CEQA Guidelines §§15064.5 and 15126.4 and the CEQA Statutes §§21084.1 and 21083.2 shall apply.

If the archaeological site does not meet the criteria for a historic resource but meets the definition of a unique archaeological resource in the CEQA Statutes §21083.2, then it shall be treated pursuant CEQA Statutes §21083.2.

If an archaeological resource is neither a unique archaeological nor a historical resource, the effects of the project on those resources shall not be considered a significant effect on the environment.

Use the information from the Cultural Study to answer this question.

- c) Would the project disturb any human remains, including those interred outside of formally dedicated cemeteries?

The analysis should include the requirements of CEQA Guidelines §15064.5 regarding human remains.

It is noted, that although the following possible mitigation measure is a law and must be complied with, most tribes want to see it as a mitigation measure.

MM CR-1: In the event of the discovery of human remains, the developer shall contact the County coroner immediately. If human remains of Native American origin are discovered during ground-disturbing activities, the developer shall comply with the State relating to the disposition of Native American burials that fall within the jurisdiction of the Native American Heritage Commission (NAHC; PRC §5097). According to the California Health and Safety Code, six or more human burials at one location constitute a cemetery (Section 8100), and disturbance of Native American cemeteries is a felony (Section 7052). Section 7050.5 requires that excavation is stopped near discovered human remains until the coroner can determine whether the remains are those of a Native American. If the remains are determined to be Native American, the California Native American Heritage Commission, [insert name of applicable tribe, e.g., Morongo Band of Mission Indians and the Soboba Band of Luiseño Indians] shall be notified, and appropriate measures provided by State law shall be implemented to determine the most likely living descendant(s). Disposition of the remains shall be overseen by the most likely living descendants to determine the most appropriate means of treating the human remains and any associated grave artifacts.

VI. ENERGY

This section of the Initial Study analyzes impacts related to the project's energy consumption. When GHG and/or Air Quality modeling is prepared, energy consumption data can typically be extrapolated from the modeling for those reports. Additionally,

energy consumption data can be extrapolated from trip generation data taken from a traffic report. This data can be used to provide a focused analysis of energy consumption associated with the proposed project within the initial study. This analysis could be general and should correlate with air quality, GHG emissions, transportation, and utility analysis. This information can be provided directly in the body of the initial study or provided in a stand-alone energy report.

General Plan

The City's General Plan covers energy resources under Chapter 7 – Conservation Element, Section 7.6 – Energy Resources. The City's General Plan objectives and policies associated with energy resources include the following and should be reviewed in terms of the impacts the project may have on achieving these objectives and policies.

- The objectives of the Circulation Element reduce traffic congestion and promote energy-efficient modes of transportation.
- Objective 6.6 and related policies are related to automotive trip reduction.
- Objective 7.3 and related policies are related to minimizing the consumption of water.
- Objective 7.5 and related policies concern energy conservation. In particular, Policy 7.5.5 encourages solar power and other forms of renewable energy.

Municipal Code

The Municipal Code covers energy resources in [Title 8 – Building and Construction](#). The City requires buildings to comply with the State's Title 24 – Building Energy Efficiency Program and the California Green Building Standards (CalGreen). Also, the City has adopted [Chapter 8.40 – Small Residential Rooftop Solar Energy System Review Process](#), [Chapter 8.42 – Electric Vehicle Charging Station Review Process](#), and [Chapter 8.80 – Recycling and Diversion of Construction and Demolition Waste](#).

The Questions

- a) Would the project result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation?

Energy conservation aspects of the project that are being incorporated (double pane windows, solar, etc.) can be referenced here in addition to any CalGreen requirements or Leadership in Energy and Environmental Design (LEED) standards that would be met.

- b) Would the project conflict with or obstruct a state or local plan for renewable energy or energy efficiency?

Refer to any applicable City policies and/or Statewide energy plans. The response should evaluate project consistency with the City's Energy Efficiency and Climate

Action Strategy adopted in October 2012. Specifically, the following policies should be evaluated for consistency:

- R2-T2: Employment Based Trip Reductions
- R2-E1: New Construction Residential Energy Efficiency Requirements
- R2-E2: New Construction Residential Renewable Energy
- R2-E5: New Construction Commercial Energy Efficiency Requirements
- R2-E6: New Construction Commercial/Industrial Renewable Energy

VII. GEOLOGY & SOILS

The documents that should be reviewed before preparing this section of the checklist include the City's General Plan, the General Plan EIR, Chapter 8.21 – Grading Regulations, and Article 9 – Planning and Zoning of the Municipal Code, and any appropriate Specific Plan.

General Plan

The City's General Plan covers Geologic Hazards under Chapter 6 – Safety Element, Section 6.5 – Geologic Hazards and Soils under Chapter 7 – Conservation Element, Section 7.4 – Soils. The proposed Moreno Valley General Plan Safety Element Objective 6.1 is to “minimize the potential for loss of life and protect residents, workers, and visitors to the City from physical injury and property damage due to seismic ground shaking and secondary effects.” Based on this objective, the element provides the following policy statements applicable to this section:

- Policy 6.1.1: Reduce fault rupture hazards to a level of acceptable risk through the identification and recognition of potentially hazardous conditions and areas as they relate to the San Jacinto fault zone and the high and very high liquefaction hazard zones. Require geologic studies and mitigation for fault rupture hazards in accordance with the Alquist-Priolo Special Study Zones Act. Additionally, future geotechnical studies shall contain calculations for seismic settlement on all alluvial sites identified as having high or very high liquefaction potential. Should the calculations show potential for liquefaction, appropriate mitigation shall be identified and implemented.
- Policy 6.1.2: Require all new developments, existing critical and essential facilities and structures to comply with the most recent Uniform Building Code seismic design standards.

Municipal Code

[Chapter 8.21 – Grading Regulations](#) of the Municipal Code contains information related to erosion control expansive soils, and identifies requirements related to these issues.

Local Hazard Mitigation Plan

The City has a Local Hazard Mitigation (LHMP) adopted October 4, 2011, and amended in 2017 ([Moreno Valley LHMP](#)). Chapters related to earthquakes and landslides may have

useful information needed to respond to the questions in the Geology and Soils Section of the Initial Study.

The Questions

- a) Would the project directly, indirectly, or cumulatively, cause potential substantial adverse effects, including the risk of loss, injury or death involving:

- i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.

A Soils and/or Geotechnical Report (when appropriate) should be used to support the response to this question.

The State Mining and Geology Board has prepared [Guidelines for Evaluating and Mitigating Seismic Hazards in California](#).

- ii) Strong seismic ground shaking?

A Soils and/or Geotechnical Report (when appropriate) should be used to support the response to this question

- iii) Seismic-related ground failure, including liquefaction?

A Soils and/or Geotechnical Report (when appropriate) should be used to support the response to this question.

- iv) Landslides?

A Soils and/or Geotechnical Report (when appropriate) should be used to support the response to this question

- b) Would the project result in substantial soil erosion or the loss of topsoil?

The information can be found in the Soils or Geotechnical Report.

- c) Would the project be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?

The information can be found in the Soils or Geotechnical Report.

- d) Would the project be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code, creating substantial direct or indirect risks to life or property?

The information can be found in the Soils or Geotechnical Report.

- e) Would the project have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?

The information can be found in the Soils or Geotechnical Report. Also, if the project is required to connect to the sewer, then this question is not applicable.

- f) Would the project directly, indirectly, or cumulatively, destroy a unique paleontological resource or site or unique geologic feature?

The City's General Plan EIR Figure 5.10-3 – Paleontological Resource Sensitive Areas shows most of the City as having a Low Potential with the portions of the planning area to the east in a High Potential or Undetermined Potential area for finding paleontological resources. The initial study should identify the site's underlying geological formation and its potential to contain paleontological resources. If the project includes grading at a depth that could disturb the underlying geologic formation and is located in an area with a high or undetermined potential for paleontological resources, the analysis should generally identify a potentially significant impact and require paleontological monitoring as a mitigation measure.

VIII. GREENHOUSE GAS EMISSIONS

The City is required to analyze the GHG emissions of projects consistent with CEQA Guidelines §15064.4. A good-faith effort to describe, calculate, or estimate the amount of GHG emissions resulting from a project should be completed.

In performing analysis of GHG emissions, the City as lead agency, shall have the discretion to determine, in the context of a particular project, whether to (1) quantify GHG emissions resulting from a project; and/or (2) rely on a qualitative analysis for performance-based standards. For information on the factors in determining significance for GHG impacts, see CEQA Guidelines §15064.4

Analyzing the project's GHG impacts normally requires modeling to generate an estimate of GHG emissions. Possible models include CalEEMod and in some cases, the EMFAC BURDEN model. Typically, vehicle trips are the largest source of project operational emissions; thus, the following screening levels adapted from CAPCOA guidance (CAPCOA 2008) has been identified to define projects that would not likely exceed an estimated 900 metric ton per year of GHG emissions:

- 50 single-family residential units
- 35,000 square feet of office space
- 11,000 square feet of retail space
- 6,300 square feet of supermarket space

- Industrial projects - All industrial projects would require further analysis/modeling due to the variability in potential emissions, or information could be provided to demonstrate the project would clearly generate less than 900 metric tons of GHG emissions per year.

As vehicle trips are typically the largest source of project emissions, this method would capture a majority of discretionary projects, without placing the burden of technical analysis on smaller projects that would not contribute a substantially to GHG emissions. However, in some cases, a GHG analysis may be required for projects smaller than the above-screening levels based on project-specific information available indicating that the project could generate more than 900 metric tons of GHG emissions per year.

Western Riverside County Association of Governments (WRCOG) Sub-Regional Climate Action Plan (CAP)

While the City has not adopted this CAP as it pertains to the City, the plan provides useful information pertinent to this section of the Initial Study.

CAPCOA's Guidance

CAPCOA has produced a number of useful guidance documents. Quantifying Greenhouse Gas Mitigation Measures (CAPCOA 2010) provides many GHG impact reducing sample mitigation measures that may be useful in responding to the Initial Study questions. CEQA & Climate Change Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act (CAPCOA 2008) identifies a number of potential methods that lead agencies may consider when evaluating a project's potential impacts related to GHG emissions. One threshold suggested is a 900 metric ton GHG emission threshold which was estimated to equate to projects equal to or smaller than 50 residential units or 30,000 square feet of commercial space and was estimated to capture 90 percent or more of likely future discretionary applications.

The Questions

- a) Would the project generate GHG emissions, either directly or indirectly, that may have a significant impact on the environment?

The response should be taken from the GHG Study.

- b) Would the project conflict with an applicable plan, policy, or regulation adopted for the purpose of reducing the emission of greenhouse gases?

The response should evaluate project consistency with the City's Energy Efficiency and Climate Action Strategy adopted in October 2012. Specifically, the following policies should be evaluated for consistency:

- R2-T2: Employment Based Trip Reductions
- R2-E1: New Construction Residential Energy Efficiency Requirements
- R2-E2: New Construction Residential Renewable Energy
- R2-E5: New Construction Commercial Energy Efficiency Requirements,

- R2-E6: New Construction Commercial/Industrial Renewable Energy

IX. HAZARDS & HAZARDOUS MATERIALS

Hazardous sites are sites where hazardous materials have spilled or leached into the ground or where current uses are either hazardous or use hazardous materials. It should be noted that all projects use some type of hazardous materials (i.e., household cleaners, pesticides, etc.). This section also addresses hazards related to airports. Some of this information may be found in a Phase I Environmental Site Assessment document, if available. If there is a reason to believe the site may have been subject to a hazardous condition, a Phase I Environmental Site Assessment should be requested.

General Plan

The City's General Plan covers Hazards & Hazardous Materials under Chapter 6 – Safety Element, Section 6.9 – Hazardous Materials, Section 6.10 – Air Crash Hazards, and Section 6.2.8 – Wildland Urban Interface.

- Objective 6.10 and associated policies strive to protect life and property from the potential short-term and long-term deleterious effects of the transportation of hazardous materials throughout the City.
- Objectives 6.13 through 6.16 and their associated policies promote wildland and urban fire prevention.
- Policy 6.16.3 ensures that adequate emergency ingress and egress is provided for each development.
- Policy 6.16.4 calls for land use limitations within air crash hazard areas in accordance with the AICUZ program.
- Program 6-7 requires the City to establish regulations for the development along the urban-wildland interface.

Municipal Code

The following chapters and sections of the Municipal Code are related to hazards and hazardous materials.

- Section 8.36.050 – Requirements for Wildland-Urban Interface Areas
- Section 8.36.060 – Hazardous Materials
- Chapter 9.10.070 – Fire and Explosive Hazards
- Chapter 9.10.090 – Radioactive Wastes

MARB/MIP Airport Land Use Compatibility Plan

It is noted that the General Plan was adopted prior to the Riverside County Airport Land Use Commission (ALUC) adopting the March Air Reserve Base (MARB)/March Inland Port (MIP) Airport Land Use Compatibility Plan (ALUCP) on November 13, 2014 ([MARB/MIP ALUCP](#)). Since the General Plan has not been amended to adopt the

MARB/MIP ALUCP, all projects that are in the airport compatibility area (Zones A through E) are required to be reviewed by the ALUC staff and may require review by Airport Land Use Commission, even if they are compatible with the ALUCP. ALUC staff prepares a report with conditions, and these conditions would become project conditions or mitigation measures, as appropriate.

Local Hazard Mitigation Plan

The City has an adopted Local Hazard Mitigation Plan (LHMP), adopted October 4, 2011, and amended 2017 ([LHMP](#)).

The following chapters may have additional information needed to respond to the questions in the Hazards & Hazardous Materials section of the Initial Study.

- Chapter 5 – Wildland and Urban Fires
Figure 5-2 – Moreno Valley High Fire Area Map 2016
- Chapter 12 – Dam Failure/Inundation
Figure 12-2 Moreno Valley Evacuation Routes Map 2015
- Chapter 13 – Pipeline
Figure 13-1 – Moreno Valley Pipeline Map 2016
- Chapter 14 – Transportation
Figure 14-1.1 – Moreno Valley Air Crash Hazard Area Map 2016
- Chapter 16 – Hazardous Materials Accident
Moreno Valley Hazardous Materials Site Locations Map 2016

Emergency Operations Plan

The City adopted the Emergency Operations Plan in March 2009 that may contain useful information needed to respond to the initial study question relating to emergency response plans ([Emergency Response Plans](#)).

The Questions

- a) Would the project create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?

Review the materials provided by the applicant on the Environmental Information Form and prepare the response.

- b) Would the project create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment?

Review the materials provided by the applicant on the Environmental Information Form and prepare the response.

It should be noted that a jet fuel pipeline runs through the western part of the City from the City of Colton to the northwest corner of Moreno Valley and south to MARB.

- c) Would the project emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?

If a project is not located within one-quarter mile of an existing or proposed school, no impact would result. If a school is in proximity to the project, indicate how the distance to the nearest school.

Special procedures apply to certain school projects, as well as certain projects near schools which may emit hazardous air emissions near schools. CEQA Guideline §15064.4 states, "If the project involves the construction or alteration of a facility that might reasonably be anticipated to emit hazardous air emissions, or that would handle an extremely hazardous substance or a mixture containing extremely hazardous substances in a quantity equal to or greater than the State threshold quantity specified in subdivision (j) of Section 25532 of the Health and Safety Code, that could impose a health or safety hazard to persons who would attend or would be employed at the school, then the lead agency must consult with the school district and special notifications requirements are necessary."

[Health and Safety Code §25532\(j\)](#) can be found in Appendix A.

- d) Would the project be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?

The required Environmental Information Form submitted with the project application requires that the applicant identify if the site is on the list of hazardous materials sites. If the applicant does not have a Phase I Environmental Assessment prepared for the project site then a review of the following websites will be needed:

- EPA Superfund Sites
- [Toxics Release Inventory \(TRI\) Program](#)
- [DTCS – ENVIROSTOR](#)

If the project site is identified as containing hazardous materials and/or where known hazardous materials contamination may have existed, soils testing may be required to identify the extent of contamination and provide adequate information to respond to this question.

It is also recommended to have soil testing when the property had been used in the past for agriculture or related activities involving pesticides, herbicides,

agricultural chemical, organic waste (i.e., cows, chickens, etc.) or where other uses may have caused a release of hazardous substances into the soil such as former auto repair shops or similar uses.

[Government Code §65962.5](#) can be found in Appendix A of this document.

- e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area?

If the project is located within the compatibility zones of the MARB/MIP ALUCP, then the project will need to be reviewed by the ALUC before answering this question. The conditions of the ALUC are either applied as mitigation measures or conditions of approval, at City staff discretion.

- f) Would the project impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?

See the emergency response plan in the LHMP.

- g) Would the project expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires?

This section should address whether the project is in an urban-wildland interface area, consistency with City codes such as Municipal Code Section 8.36.050 Requirements for Wildland-Urban Interface Areas, and may refer to Section XX – Wildfire of this Initial Study, as applicable.

X. HYDROLOGY & WATER QUALITY

This section of the Initial Study covers hydrology (i.e., drainage and flooding) and water quality. The applicant should provide a Drainage Study/Hydrology Study in addition to a Preliminary Water Quality Management Plan (PWQMP) at the time of project submittal. These documents will be used to answer the questions.

General Plan

The City's General Plan covers Hydrology under Chapter 7 – Conservation Element, Section 7.5 – Water Resources and Water Quality under Chapter 6 – Safety Element, Section 6.7 – Water Quality.

- General Plan Conservation Element, Objectives 7.1 and 7.2 and their associated policies are included in the General Plan to limit potential water quality impacts to surface water and groundwater resources.
- General Plan Policy 7.2.2 requires all projects to comply with the discharge permit requirements of the Regional Water Quality Control Board.

- General Plan Safety Element, Objective 6.2, and its associated policies seek to reduce the potential for flooding.

Municipal Code

The following chapters and sections of the Municipal Code are related to hydrology and water quality.

- Title 9 – Planning and Zoning of the Moreno Valley Municipal Code
Section 9.10.080 – Liquid and Solid Waste
- Chapter 8.12 – Flood Damage Prevention
- Chapter 8.21 – Grading Regulations

Local Hazard Mitigation Plan

The City has an [LHMP](#), adopted October 4, 2011, and amended in 2017 that may contain useful information to respond to questions relating to flooding and dam failure/inundation.

Emergency Operations Plan

The City adopted the [Emergency Operations Plan](#) in March 2009 that may contain useful information to respond to questions relating to flooding and dam failure/ inundation.

The Questions

- a) Would the project violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or ground water quality?

The Drainage/Hydrology Study and the Water Quality analysis should be used to answer this question.

- b) Would the project substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin?

The Drainage/Hydrology Study and the Water Quality analysis should be used to answer this question. The response should consider whether the project would use groundwater for any purpose and whether the project could reduce infiltration and affect recharge of the groundwater basin.

- c) Would the project substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:

- i) Result in substantial erosion or siltation on- or off-site?

The Drainage/Hydrology Study and the Water Quality analysis should be used to answer this question.

- ii) Substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite?

The Drainage/Hydrology Study and the Water Quality analysis should be used to answer this question.

- iii) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?

The Drainage/Hydrology Study and the Water Quality analysis should be used to answer this question.

- iv) Impede or redirect flood flows?

The Drainage/Hydrology Study and the Water Quality analysis should be used to answer this question.

- d) In flood hazard, tsunami, or seiche zones, would the project risk release of pollutants due to project inundation?

The Drainage/Hydrology Study and the Water Quality analysis should be used to answer this question in addition to Federal Emergency Management Agency (FEMA) Flood Zone information. FEMA provides a mapping tool to determine the flood zone and Flood Insurance Rate Map number ([FEMA Flood Hazard Mapping](#))

- e) Would the project conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan?

The Drainage/Hydrology Study and the Water Quality analysis should be used to answer this question in addition to the Eastern Municipal Water District's (EMWD) 2015 Urban Water Management Plan ([UWMP](#)). EMWD has a website entitled Groundwater Reliability Plus dedicated to improving groundwater quality and reliability. The website is at <https://www.emwd.org/gwr-plus>.

XI. LAND USE & PLANNING

This section of the Initial Study covers land use and planning. Land use and planning are topics that are incorporated into many different plans. The list below names a few of the plans.

- General Plan
- Municipal Code (all chapters)
- Riverside County Airport Land Use Compatibility Plan (RCALUCP)

- Riverside County Multiple Species Habitat Conservation Plan (MSHCP)
- Stephens' Kangaroo Rat Habitat Conservation Plan (SKRHCP)
- Specific Plans
- Preservation Districts (Chapter 7 – Cultural Preservation)
- Neighborhood Conservation Areas (Chapter 7 – Cultural Preservation)
- South Coast Air Quality Management Plan (AQMP)
- Southern California Association of Governments (SCAG) Regional Transportation Plan (RTP)/Sustainable Communities Strategy (SCS)
- Southern California Association of Governments (SCAG) Regional Comprehensive Plan (RCP)
- Western Riverside County Association of Governments (WRCOG) Sub-Regional Comprehensive Plan (RCP)
- Western Riverside County Association of Governments (WRCOG) Sub-Regional Climate Action Plan (CAP)
- Western Riverside County Association of Governments (WRCOG) Transportation Uniform Mitigation Fee (TUMF)
- Riverside County Transportation Commission (RCTC) Riverside County Congestion Management Plan (CMP)
- Riverside County General Plan & Reche Canyon/Badlands Area Plan, a subsection of the County General Plan

General Plan

The City's General Plan covers Land Use under Chapter 2 – Community Development Element, Section 2.1 – Land Use. Land use is also covered in Chapter 8 – 2014-2021 Housing Element.

- General Plan Community Development Element, Goals 2.1–2.4, Objectives 2.1–2.10, and their associated policies promote an orderly and balanced land use pattern.
- General Plan 2014–2021 Housing Element Goals, Objectives, and Policies promote housing.

The Housing Element's land inventory should be reviewed to identify if the project site is located in the inventory. If part of the housing inventory, the project must be consistent

with the inventory or findings of “no net loss” pursuant to Government Code §65863 will be required.

Municipal Code

Title 9 – Planning and Zoning of the Moreno Valley Municipal Code covers land use.

The Questions

- a) Would the project physically divide an established community?

To answer this question, discuss how the project is or is not compatible with the area, how transportation connections are still made, and any other design features that connect the area versus dividing the area.

- b) Would the project cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect?

This question should evaluate consistency with the General Plan and applicable policies in addition to other applicable plans. Consistency with the MSHCP, SKRHCP, RCALUCP, AQMP, WRCOG’s CAP, TUMF, and the CMP are addressed in other sections of the Initial Study.

XII. MINERAL RESOURCES

The California Surface and Mining Reclamation Act (SMARA) of 1975 requires local governments to address mineral recovery activities through the direct regulation of mining operations, and through planning policies that balance the mineral resources needs of the state with the maintenance of environmental quality. SMARA requires cities and counties to adopt ordinances conforming to state policy for the review and approval of reclamation plans and permits to conduct surface mining operations.¹

General Plan

The City’s General Plan covers Mineral Resources under Chapter 7 – Conservation Element, Section 7.9 – Mineral Resources.

Municipal Code

Both the City and the County have adopted SMARA regulations governing the extraction of mineral resources and eventual reclamation of mining operations. Continued implementation of these regulations will allow for the mining of locally-important mineral resources, as identified in the County of Riverside General Plan.

- Title 9 – Planning and Zoning of the Moreno Valley Municipal Code
- Section 9.02.120 – Surface Mining Permits
- Section 8.21.020 A 7 – Permits Required

¹City of Moreno Valley General Plan EIR, Section 5.14 – Mineral Resources.

The Questions

- a) Would the project result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?

The Surface Mining and Reclamation Act of 1975 (SMARA, PRC §2710-2796) ([SMARA Statutes and Regulations](#)) maintains the AB 3098 list of active mines, and it is updated daily.

An interactive map is also provided on this website ([Mines Online](#)). The State Mining and Geology Board provides guidelines for the Classification and Designation of Mineral Lands ([Classification and Designation of Mineral Lands](#)).

The County of Riverside General Plan – Multipurpose Open Space Element ([Multipurpose Open Space Element](#)) maps the City in the Mineral Resource Zone of MRZ-3a (Figure OS-6 – Mineral Resource Zones). MRZ-3a is an area where the available geologic information indicates that mineral deposits are likely to exist. However, the significance of the deposits is undetermined.

- b) Would the project result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?

Example Response: The City’s General Plan found “Implementation of the proposed General Plan Land Use Alternatives 1, 2, or 3 would result in the development of urban uses throughout the majority of the planning area, including the area along Highway 60 and Gilman Springs Road. No, regionally or statewide significant mineral resources are located within the planning area. Implementation of the proposed General Plan alternatives would not result in the loss of availability of a significant mineral resource, and no significant impact on mineral resources would occur.”

If the project is consistent with the General Plan, then this type of response would be applicable.

XIII. NOISE

The Noise section of the Initial Study addresses potential impacts to on- and off-site receivers from noise generated at the project site (e.g., outdoor speakers) or when the project itself is potentially exposed to noise sources (e.g., roadway traffic noise) that could exceed the General Plan standards or Noise Ordinance standards. A noise study is often required when a traffic impact analysis is necessary for the project.

General Plan

The City’s General Plan covers noise under Chapter 6 – Safety Element, Section 6.4 – Noise.

- The Safety Element Objectives 6.3, 6.4, and 6.5 and associated policies and Program 6-3 provide measures to substantially reduce noise exposure. For example, Policy 6.3.1 requires noise mitigation for sensitive uses where the projected noise level would exceed 65 CNEL [Community Noise Equivalent Level] and Policy 6.3.2 discourages residential uses where current or projected exterior noise due to aircraft overflights would exceed 65 CNEL.

Also, if a project is located within the compatibility zones of the MARB/MIP ALUCP, then the project will need to be reviewed against the noise contours of ALUCP.

Municipal Code

The Municipal Code addresses the noise generated by construction. It is unlawful to create noise that annoys reasonable people of normal sensitivity and there are also restrictions on hours of activity. Grading may take place between 7 a.m. and 8 p.m. Construction may take place between 6 a.m. and 8 p.m. during the week and 7 a.m. and 8 p.m. on weekends and holidays.

Moreno Valley also enforces the provisions Title 24 that specifies that combined indoor noise for multi-family living spaces shall not exceed 45 A-weighted decibels CNEL. This standard must be addressed when the outdoor noise level exceeds 60 A-weighted decibels CNEL. Title 24 also requires that the standard be applied to all new hotels and motels.

The Municipal Code discusses noise in numerous sections (e.g., §9.03.040 Residential Site Development Standards) throughout Title 9 and also in Chapter 11.80. Vibration is discussed in [§9.10.170 Vibration](#).

The Questions

- a) Would the project result in a generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?

Review the General Plan policies and mitigation measures before answering this question. If a Noise Study has been prepared, use the Noise Study to answer the question.

- b) Would the project result in a generation of excessive groundborne vibration or groundborne noise levels?

If a Noise Study has been prepared, use the Noise Study to answer the question.

- c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?

Review the General Plan policies and mitigation measures before answering this question. Also, review the MARB/MIP Riverside County ALUCP. If a Noise Study has been prepared, use the Noise Study to answer the question.

XIV. POPULATION & HOUSING

This section of the Initial Study covers population and housing. Information on the 2010 Census for Moreno Valley can be found on SCAG's website in the Local Community Profile for the City ([Profile of the City of Moreno Valley](#)). There are many other sources of population information such as the Census website and the Department of Finance website.

General Plan

The City's General Plan covers population and housing under Chapter 8 – Housing Element. The General Plan Housing Element identifies goal and objectives and establishes the housing policy for the City.

Municipal Code

Title 9 – Planning and Zoning of the Moreno Valley Municipal Code covers housing standards in the various zones.

The Questions

- a) Would the project induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of road or other infrastructure)?

If the project is consistent with the General Plan, then it would be implementing the General Plan and not inducing growth, the growth inducement would have already been analyzed and planned for in the General Plan.

- b) Would the project displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere?

This response should identify whether people or housing would be displaced as a result of the project and whether replacement housing would be constructed. Potential environmental impacts associated with displacing people and/or housing and providing replacement housing should be addressed. XV. PUBLIC SERVICES

This section of the Initial Study covers a variety of public services including schools, libraries, police and fire services, and parks.

General Plan

The City's General Plan covers schools, library services, special districts, and other City facilities under Chapter 2 – Community Development Element in the following sections.

- Section 2.5 – Schools
- Section 2.6 – Library Services
- Section 2.8 – Other City Facilities

Police and Fire are covered under Chapter 6 – Safety Element in the following sections.

- Section 6.1 – Police Protection and Crime Prevention
- Section 6.2 – Fire and Emergency Services

A summary of applicable General Plan Goals, Objectives, and Policies related to Public Services are noted below.

Fire

- Safety Element Objectives 6.11 through 6.16 and the associated policies provide direction to ensure adequate protection from fire hazards, in terms of both fire prevention and suppression.

Police

- Safety Element Objective 6.8 is to strive for police staffing of at least one officer per 1,000 residents, as feasible given budget constraints. Objective 6.9 encourages neighborhood watch programs and requires that security lighting and defensible space concepts be incorporated in the design of new developments.

Schools

- Community Development Element Objective 2.6 and associated policies are designed to maintain an adequate inventory of lands for the conduct of the public, quasi-public, and institutional activities, including schools.
- Community Development Element Objective 2.15 and associated policies are designed to ensure Moreno Valley residents have access to high-quality educational facilities.

Parks

- The Parks, Recreation, and Open Space Element of the General Plan has identified portions of the planning area for future parkland acquisition. Additionally, the General Plan includes policies and programs that deal with parks and recreation. For example, Policy 4.2.7 establishes the 3 acres per 1,000 residents level of service standard. Policy 4.2.17 requires new development to contribute to the park needs of the City.

Library Services

- Community Development Element Objective 2.16 and associated policies are designed to maintain local library facilities and reserves in accordance with the following minimum standards: 0.5 square feet of library space and 1.2 volumes per capita.

Animal Services

- Animal services are covered under Chapter 6 – Safety Element, Section 6.3 – Animal Services.

Municipal Code

Fire

- All new development must comply with existing fire codes, including, but not limited to, emergency access requirements and fire flow requirements for fire suppression.
 - 9.16.230 Fire Protection
 - Chapter 8.36 California Fire Code
 - 8.36.050 Requirements for Wildland-Urban Interface Areas
- Payment of Development Impact Fees in accordance with the latest impact fee study is required.
 - 3.38.060 Fire Facilities Residential Development Impact Fees
 - 3.42.060 Fire Facilities Commercial and Industrial Development Impact Fees
- Moreno Valley Department Fire Department has seven fire stations (http://www.moval.org/city_hall/departments/fire/fire-locs.shtml).
 - Station 2 – Sunnymead – 24935 Hemlock Avenue
 - Station 6 – Towngate – 22250 Eucalyptus Avenue
 - Station 48 - Sunnymead Ranch – 10511 Village Road
 - Station 58 - Moreno Beach – 28040 Eucalyptus Avenue
 - Station 65 - Kennedy Park – 15111 Indian Avenue
 - Station 91 - College Park – 16110 Lasselle Street
 - Station 99 - Morrison Park – 13400 Morrison Street

Police

- Each new development is required to pay the current development impact fee based on the most recent fee study to cover its fair share of the cost of the expanded police facility. All new development is reviewed by the Police Department to identify risks to security and ways to minimize those risks.
 - 3.38.070 Police Facilities Residential Development Impact Fees
 - 3.42.070 Police Facilities Commercial and Industrial Development Impact Fees
- The Moreno Valley Police Department has adopted a “Zone Policing” strategy. The intent of “[Zone Policing](#)” is to improve response times to calls for service, make officers more familiar with community areas, and connect the Police Department with citizens and business owners within their assigned zones.

To facilitate this concept, the City has been divided into four zones, and police officers are assigned to a specific zone. Each zone is comprised of a team that consists of a Zone Commander, Zone Supervisor, and Zone Coordinator.

- **Zone 1:** Northern Moreno Valley, north of the SR 60 Freeway.
- **Zone 2:** Western Moreno Valley, south of the SR 60 Freeway, west of Lasselle Street and north of Alessandro Boulevard

- **Zone 3:** Southern Moreno Valley, south of Alessandro Boulevard, west of Lasselle Street
- **Zone 4:** Eastern Moreno Valley, east of Lasselle Street and south of the SR 60 Freeway.
- The Police Department Office is located at 22850 Calle San Juan De Los Lagos.

Schools

- State law requires that no building permit may be issued without certification that school fees have been paid. Two school districts serve the City:
 - The Moreno Valley Unified School District (MVUSD) (<https://www.mvUSD.net/>).
 - The Val Verde Unified School District (VVUSD) (<https://www.valverde.edu/>).

Parks

- The City's development impact fee ordinance requires new development to dedicate parkland and/or pay in-lieu fees to provide 3 acres of parkland per 1,000 new residents.
 - Chapter 3.4 – Dedication of Land for Park Facilities and Payment of In-Lieu Fees
 - 3.38.080 Park Improvements Residential Development Impact Fees
 - 3.38.090 Community/Recreation Center Residential Development Impact Fees
- An interactive map of the park facility locations can be found at: [Parks and Community Services Department](#).

Library Services

- New residential development is assessed a development impact fee based on the most recent fee study to cover its fair share of the cost of new facilities. See 3.38.100 Library Facilities and Materials Residential Development Impact Fees.
- The Main Library is located at 25480 Alessandro Boulevard. The Moreno Valley Mall Branch library is located at 22500 Town Circle (2nd floor, across from Sears and next to HomeTown Buffet) (Library Locations and Hours).

Other Facilities

- Other Development Impact Fees for Public Facilities
 - 3.38.110 City Hall Facilities Residential Development Impact Fees
 - 3.38.120 Corporate Yard Facilities Residential Development Impact Fees
 - 3.38.130 Maintenance Equipment Residential Development Impact Fees
 - 3.38.140 Animal Shelter Residential Development Impact Fees
 - 3.42.080 City Hall Facilities Commercial and Industrial Development Impact Fees

- 3.42.090 Corporate Yard Facilities Commercial and Industrial Development Impact Fees
- 3.42.100 Maintenance Equipment Commercial and Industrial Development Impact Fees
- The Moreno Valley Animal Shelter is located at 14041 Elsworth Street, between Cactus and Alessandro ([Animal Shelter Services](#)).

The Questions

- a) Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

- i) Fire protection?

To answer this question, indicate how far from the nearest station the project is located and how quickly the station could respond to the location. Did the Fire Department review and approve the plans? Will the payment of the Fire facilities Development Impact Fee be enough for the project? For example, if the project is multi-story, does the serving station have the needed equipment to serve the building?

- ii) Police protection?

To answer this question, indicate which policing zone the project is located in and if Police reviewed and approved the plans.

- iii) Schools?

To answer this question, indicate which school district the project is located in and where the closest schools are located.

- iv) Parks?

Does this project include park facilities (i.e., homeowners association [HOA] maintained, etc.)? Has the Parks Department reviewed and approved the plans? Is the project site located in a future parkland acquisition area? Is the project site located where a trail is proposed?

- v) Other public facilities?

Discuss such facilities as the library, animal shelter, and the facilities covered by the DIF fees. Does this project impact those facilities?

XVI. RECREATION

This section of the Initial Study covers recreation throughout the City. The Parks and Community Services Department manages and provides maintenance services for City Parks and Facilities, and provides a wide range of recreation activities, programs, and services throughout the community ([Parks and Community Services](#)).

General Plan

The City's General Plan covers recreation under Chapter 4 – Park, Recreation, and Open Space Element.

- The Parks, Recreation, and Open Space Element of the General Plan has identified portions of the planning area for future parkland acquisition. Additionally, the General Plan includes policies and programs that deal with parks and recreation. Examples include Policy 4.2.7 which establishes the 3 acres per 1,000 residents level of service standard, and Policy 4.2.17 requires new development to contribute to the park needs of the City.

Municipal Code

The Moreno Valley Municipal Code covers park and recreation.

- The City's development impact fee ordinance requires new development to dedicate parkland and/or pay in-lieu fees to provide 3 acres of parkland per 1,000 new residents.
 - Chapter 3.40 Dedication of Land for Park Facilities and Payment of In-Lieu Fees
 - 3.38.080 Park Improvements Residential Development Impact Fees
 - 3.38.090 Community/Recreation Center Residential Development Impact Fees
- An interactive map of the park facility locations can be found at: [Parks and Community Services Department](#).

The Questions

- a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?

If the project is consistent with the General Plan, then it was considered under the EIR analysis.

- b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which have an adverse physical effect on the environment?

If the project includes recreational facilities, describe them and how they are to be maintained (i.e., are they being turned over to the City? Are they privately maintained by an HOA?). What are the physical impacts of the construction of these facilities?

XVII. TRANSPORTATION

The Transportation Engineering Division is responsible for the safe and efficient movement of people and goods within the City. This Division of Public Works assesses neighborhood and regional traffic concerns and implements corrective measures to enhance vehicle, bicycle, and pedestrian safety. The staff works closely with the WRCOG, the RCTC, California Department of Transportation (Caltrans), and adjoining agencies to ensure consistency and uniformity with regional transportation programs.

General Plan

The City's General Plan covers transportation under Chapter 5 – Circulation Element. The Circulation Element for the General Plan incorporates the recommendations of the traffic study prepared for the General Plan EIR 9 (Appendix B – Traffic Analysis, City of Moreno Valley General Plan Traffic Study, Urban Crossroads, June 2004) into a series of goals, objectives, policies, and programs.

- Goal 1 of the Circulation Element states: “Develop a safe, efficient, environmentally and financially sound, integrated vehicular circulation system consistent with the City General Plan Circulation Element Map, which provides access to development and supports mobility requirements of the system’s users.”
- To support this goal, the Circulation Element includes objectives, policies, and programs, which establish mechanisms for addressing projected arterial deficiencies. These programs focus on the need for continued studies, close coordination with other local agencies, and identification of appropriate funding sources.
- Objective 5.2 establishes standards for design.
 - 5.2.1 – Locate residential units with access from local streets. Minimize direct residential access from collectors. Prohibit direct single-family driveway access on arterials and higher classification roadways.
 - 5.2.2 – Feed short local streets into collectors.
 - 5.2.3 – Encourage the incorporation of traffic calming design into local and collector streets to promote safe vehicle speeds.
 - 5.2.4 – Design new subdivisions to minimize the disruptive impact of motor vehicles on local streets. Long, broad, and linear streets should be avoided. Residential streets should be no wider than 40 feet, and should have an uninterrupted length of less than one-half mile. Curvilinear streets and cul-de-sacs are preferred. Streets within the subdivision should be designed to facilitate access to residences and to discourage through traffic.
- In addition, the Circulation Element proposed a number of regional transportation programs intended to mitigate traffic impacts to the State freeway system. Participation in these programs is incorporated as part of the proposed Circulation

Element programs 5-10 through 5-13. These programs focus on the need for continued studies, close coordination with regional and other local agencies, and identification of appropriate funding sources.

- Circulation Element programs 5-14 and 5-15 implement programs in support of the efforts of Riverside Transit Agency toward the expansion of the existing bus system within the City and the provision of future public transportation consistent with the Riverside County Transit Plan.
- Circulation Element programs 5-16 and 5-17 implement programs to facilitate the development of bikeways in accordance with the Bikeway Plan.

Municipal Code

The Moreno Valley Municipal Code covers transportation as follows.

- Chapter 3.18 Special Gas Tax Street Improvement Fund
- The City's development impact fee ordinance requires new development to pay in-lieu fees.
 - 3.38.030 Arterial Streets Residential Development Impact Fees
 - 3.38.040 Traffic Signals Residential Development Impact Fees
 - 3.38.050 Interchange Improvements Residential Development Impact Fees
 - 3.42.030 Arterial Streets Commercial and Industrial Development Impact Fees
 - 3.42.040 Traffic Signals Commercial and Industrial Development Impact Fees
 - 3.42.050 Interchange Improvements Commercial and Industrial Development Impact Fees
 - Title 12 Vehicles and Traffic

Traffic Impact Analysis (TIA) Preparation Guide

The Transportation Engineering Division has prepared a TIA Guide (2007). This Guide set the City's requirements for how to prepare a TIA based on the thresholds established by the General Plan. As new transportation guidance becomes available, the most updated guidance should be followed.

The Questions

- a) Would the project conflict with program plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities?

Street/Highway Facilities

This information will come from the TIA.

On-Site Roadway and Site Access Improvements

This information will come from the TIA.

Vehicle Trip Reduction Program

Chapter 8.42 Electric Vehicle Charging Station Review Process

- 9.11.100 Circulation – Pedestrian
- 9.11.060 Off-Street Bicycle Parking Requirements

Alternative Modes of Transportation

Pedestrian

- 9.11.100 Circulation – Pedestrian

Bicycles

- City's [Bicycle Master Plan](#)
- 9.11.060 Off-Street Bicycle Parking Requirements

Public Transit Services

- Riverside Transit Agency (RTA) serves Moreno Valley. The TIA should address which routes will serve the project and where the closest stop is located.

Temporary Traffic Impacts from Construction

If a TIA has been prepared, the information will come from the TIA. The discussion will need to consider the haul route per 8.21.050 Grading Permit Requirements

City Capital Improvement Program (CIP)

Does the project include streets covered by the [CIP](#)? The CMP should be addressed in the TIA.

WRCOG Transportation Uniform Mitigation Fee (TUMF) Program

Does the project include streets covered by [TUMF](#)?

Local Funding Mechanisms

Chapter 3.18 Special Gas Tax Street Improvement Fund

- 3.38.030 Arterial Streets Residential Development Impact Fees
- 3.38.040 Traffic Signals Residential Development Impact Fees

- 3.38.050 Interchange Improvements Residential Development Impact Fees
 - 3.42.030 Arterial Streets Commercial and Industrial Development Impact Fees
 - 3.42.040 Traffic Signals Commercial and Industrial Development Impact Fees
 - 3.42.050 Interchange Improvements Commercial and Industrial Development Impact Fees
- b) Would the project conflict or be inconsistent with CEQA Guidelines §15064.3 or will the project conflict with an applicable congestion management program, including, but not limited to, level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?

At this time, analysis based on vehicle miles traveled (VMT) is optional until the requirements become mandatory statewide on July 1, 2020. CEQA Guidelines §15064.3 should be reviewed for guidance on evaluating transportation impacts using VMT. OPR has also released a technical advisory regarding evaluating transportation impacts using VMT: [Technical Advisory](#). To assist lead agencies in western Riverside County with SB 743 implementation, WRCOG, with support from SCAG, developed implementation guidance and a VMT impact screening tool. The guidance material is contained in the WRCOG SB 743 Implementation Pathway Document Package, while the screening tool is introduced below and accessed at: [WRCOGVMT Impact Screening](#)

- c) Would the project substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?

Review and input from the Transportation Engineering Division and Fire would be needed in preparing a response to this question.

- d) Would the project result in inadequate emergency access?

Review and input from the Transportation Engineering Division and Fire would be needed in preparing a response to this question. Temporary impacts during construction should also be addressed.

XVIII. TRIBAL CULTURAL RESOURCES

This section of the Initial Study analyzes the impacts to tribal cultural resources. Adverse impacts can occur either directly, through the destruction of artifacts or indirectly, by degrading a place that is sacred to a tribe. Refer to Section V. Cultural Resources for information on when a Cultural Study should be required. The tribal cultural resources section should address the results of the tribal consultation as this issue is based largely on information only known through the tribal consultation process.

For available resources, refer to Section V. Cultural Resources.

The Questions

- a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC §21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in PRC §5020.1(k), or

PRC §21074 can be found in Appendix A of this document and at this location: [Chapter 2.5. Definitions.](#)

The information needed to respond to this question will come from the cultural study and consultations with the tribes.

- b) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in PRC §21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is a resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of PRC §5024.1. In applying the criteria set forth in subdivision (c) of PRC §5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe.

PRC §5024.1 can be found in Appendix A of this document and at this location: [Chapter 2.6. General.](#)

The information needed to respond to this question will come from the cultural study and consultations with the tribes.

XIX. UTILITIES & SERVICE SYSTEMS

This section of the Initial Study covers utilities and service systems. Project applicants often provide a Drainage Study/Hydrology Study in addition to a PWQMP at the time of project submittal. These documents can be used to answer the checklist questions.

General Plan

The City's General Plan addresses issues related to utilities and service systems as detailed below.

Water Service

- Conservation Element Program 7-3 states that the City will maintain a close working relationship with the Eastern Municipal Water District (EMWD) to ensure that it plans for and is aware of the opportunities to use reclaimed water in Moreno Valley.

- Conservation Element Program 7-4 directs the City to provide guidelines for preferred planting schemes and specific species to encourage aesthetically pleasing landscape statements that minimize water use.
- Policy 7.3.1 requires water conserving landscaping and irrigation systems.
- Policy 7.3.2 encourages the use of reclaimed water and other legally acceptable sources of irrigation water.

Sewer Service

- Policy 2.12.1 requires that adequate septic or sewer service capacity will be available in a timely manner prior to the approval of any development application.
- Policy 2.13.3 requires each project to provide the infrastructure needed to support that project at the time it is needed.
- Program 2-3 calls for the City to work with EMWD and the Edgemont Community Services District and the Regional Water Quality Control Board to prepare a wastewater master plan for southwest Moreno Valley that addresses the need for sewer services and the timing for facility improvements.

Flood Control System

- Conservation Element Policy 7.4.4 calls for preservation of drainage courses in a natural state when retaining natural habitat does not threaten public safety.

Electrical Facilities

- Objective 7.5 and associated policies encourage the efficient use of energy, including passive cooling with landscaping and the use of solar power.

Solid Waste

- Policy 7.8.1 encourages recycling projects by individuals, organizations, businesses, and government agencies.

Groundwater

- Conservation Element, Objectives 7.1 and 7.2 and their associated policies, are included in the General Plan to limit potential water quality impacts to surface water and groundwater resources.
- Policy 7.2.2 requires all projects to comply with the discharge permit requirements of the Regional Water Quality Control Board.

It is noted that development within the service area of the Box Springs Mutual Water Company may be limited because the existing distribution system may not be able to provide sufficient flow to satisfy the requirements of the Uniform Fire Code. Water flow availability should be evaluated as early as possible in the review process for any new development or expansion of an existing building within the Box Springs Mutual Water Company.

Municipal Code

The following chapters and sections of the Municipal Code are related to utilities and service systems.

- Title 9 – Planning and Zoning of the Moreno Valley Municipal Code
Section 9.10.080 – Liquid and Solid Waste
- Chapter 8.12 – Flood Damage Prevention
- Chapter 8.21 – Grading Regulations
- Chapter 8.80 – Recycling and Diversion of Construction and Demolition Waste

Water Supply Assessments and Consultation with Water Agencies

For certain types of projects, the lead agency must consult with a water agency, and the water agency must provide a Water Supply Assessment (WSA) when it has been determined that the project meets one or more of the criteria listed below. For more information on this topic, review the Guidebook for Implementation of Senate Bill 610 and Senate Bill 221 of 2001 ([Guidebook](#)) produced by the California Department of Water Resources. The types of projects requiring consultation with water agencies and preparation of a WSA include:

- Residential development of more than 500 dwelling units;
- A shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space;
- A commercial office building employing more than 1,000 persons or having more than 250,000 square feet of floor space;
- A hotel or motel, or both, having more than 500 rooms;
- An industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area;
- Except, a proposed photovoltaic or wind energy generation facility approved on or after October 8, 2011, is not a Water Demand Project if the facility would demand no more than 75 acre-feet of water annually.
- A mixed-use project that includes one or more of the projects specified in subdivisions (A); (B), (C), (D), (E), or (G) [of the Guidebook for Implementation of Senate Bill 610];
- A project that would demand an amount of water equivalent to, or greater than, the amount of water; required by a 500 dwelling unit project; or

- For public water systems with fewer than 5,000 service connections, a project that meets the following criteria:
 - A proposed residential, business, commercial, hotel or motel, or industrial development that would account for an increase of 10 percent or more in the number of a public water system's existing service connections; or
 - A mixed-use project that would demand an amount of water equivalent to, or greater than, the amount of water required by residential development that would represent an increase of 10 percent or more in the number of the public water system's existing service connections.

The Questions

- a) Would the project require or result in the relocation or construction of new or expanded water, wastewater treatment or storm water drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects?

Water: EMWD and Box Springs Mutual Water Company provide water service.

Wastewater Treatment: EMWD provides wastewater services.

Stormwater Drainage: Regional flood control planning and facilities are under the jurisdiction of the Riverside County Flood Control and Water Conservation District (RCFCWCD). The City, however, has the responsibility for design, construction, and maintenance of local drainage facilities. Road curb and gutter and roadside ditches supplement the flood control system.

Electric Power: Electric power is provided by Southern California Edison (SCE), and Moreno Valley Electric Utility provide electricity to the City (<http://www.moval.org/mvu/index.html>).

NATURAL GAS: Natural gas is provided to the City by the Southern California Gas.

- b) Would the project have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years?

Review documentation from the water service provider including the latest Urban Water Management Plan.

- c) Would the project result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?

Review documentation from the wastewater service provider.

- d) Would the project generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals?

The analysis must refer to applicable State and local goals and demonstrate how the project would be consistent with those goals. The City provides trash, recycling, and special waste handling services to residents and businesses through a contract with Waste Management of Inland Valley.

- e) Would the project comply with federal, state, and local management and reduction statutes and regulations related to solid waste?

The analysis must refer to applicable State and local regulations and demonstrate how the project would be consistent with those goals.

XX. WILDFIRE

This section only applies to areas located in or near state responsibility areas or lands classified as very high fire hazard severity zones. See the LHMP for the high fire severity zone map.

General Plan

The City's General Plan covers wildfire reduction under Chapter 6 – Safety Element, Section 6.2 – Fire and Emergency Service, and 6.2.8 – Wildland Urban Interface.

- Safety Element Objectives 6.11 through 6.16 and the associated policies provide direction to ensure adequate protection from fire hazards, in terms of both fire prevention and suppression.
- The policies address a range of policies and programs, including fire education programs, building codes, fuel modification along the wildland-urban interface and requirements for smoke detectors, automatic fire sprinklers, emergency water supply, and emergency access.

Municipal Code

The Moreno Valley Municipal Code covers the wildland interface under Section 8.36.050 Requirements for Wildland-Urban Interface Areas.

Local Hazard Mitigation Plan

The City has an LHMP adopted October 4, 2011, and amended 2017 ([LHMP](#)). The following chapters may have additional information needed to respond to the questions in the Wildfire section of the Initial Study.

- Chapter 5 – Wildland and Urban Fires
Figure 5-2 – Moreno Valley High Fire Area Map 2016
- Chapter 8 – Landslide
Figure 8-1 – Moreno Valley Slope Analysis 2016

Emergency Operations Plan

The City adopted the Emergency Operations Plan in March 2009 ([Emergency Operations Plan](#)).

The following chapters may have additional information needed to respond to the questions in the Wildfire Section of the Initial Study.

- Threat Assessment 3 – Wildfire

The Questions

- a) Would the project substantially impair an adopted emergency response plan or emergency evacuation plan?

See the LHMP for a copy of the City's evacuation routes.

- b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire?

See the LHMP for a slope analysis map.

- c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment?

The analysis should discuss the infrastructure that would be installed to address fire risk and address how the project may exacerbate that risk or result in ongoing impacts.

- d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes?

Refer to the LHMP for potential risk areas.

XXI. MANDATORY FINDINGS OF SIGNIFICANCE

If there is substantial evidence, in light of the whole record, that any of the conditions set forth below may occur, the lead agency shall find that the project may have a significant effect on the environment and thereby shall require preparation of an EIR:

- a) The project has the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of major periods of California history or prehistory;

- b) The project has the potential to achieve short-term environmental goals to the disadvantage of long-term environmental goals;
- c) The project has possible environmental effects which are individually limited but cumulatively considerable, as defined in Local Guidelines Section 11.14. That is, the City, when acting as Lead Agency, is required to determine whether the incremental impacts of a project are cumulatively considerable by evaluating them against the backdrop of the environmental effects of the other projects; or
- d) The environmental effects of a project will cause substantial adverse effects on humans either directly or indirectly.

The Questions

- a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?

Discuss whether the project has no impact, a less than significant impact, or less than significant impact with mitigation measures. If all impacts can be mitigated, an MND can be prepared, and an EIR would not be required.

- b) Does the project have impacts that are individually limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current project, and the effects of probable future projects.)

Summarize the results of the cumulative analysis contained within the body of the initial study.

As described in CEQA Guidelines §15130(b), “The discussion of cumulative impacts shall reflect the severity of the impacts and their likelihood of occurrence, but the discussion need not provide as great detail as is provided for the effects attributable to the project alone. The discussion should be guided by the standards of practicality and reasonableness, and should focus on the cumulative impact to which the identified other projects contribute rather than the attributes of other projects which do not contribute to the cumulative impact. The following elements are necessary to an adequate discussion of significant cumulative impacts:

- (1) Either:
 - (A) A list of past, present, and probable future projects producing related or cumulative impacts, including, if necessary, those projects outside the control of the agency, or

- (B) A summary of projections contained in an adopted local, regional or statewide plan, or related planning document, that describes or evaluates conditions contributing to the cumulative effect.”

“Cumulative impacts” refers to two or more individual effects which, when considered together, are considerable or which compound or increase other environmental impacts.

- (a) The individual effects may be changes resulting from a single project or a number of separate projects.
- (b) The cumulative impact from several projects is the change in the environment which results from the incremental impact of the project when added to other closely related past, present, and reasonably foreseeable probable future projects. Cumulative impacts can result from individually minor but collectively significant projects taking place over a period of time.
- c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?

Discuss whether the project has no impact, a less than significant impact, or less than significant impact with mitigation measures for analysis issues that would affect human beings (e.g., geology and soils, hazards and hazardous materials).

REFERENCES

Association of Environmental Professionals (AEP)

2016a CEQA Portal CEQA Topic Paper – Baseline and Environmental Setting, August 23. Accessed April 18, 2019, at https://ceqaportal.org/topic_papers.cfm.

2016b CEQA Portal CEQA Topic Paper – Project Description, March 23. Accessed April 18, 2019, at https://ceqaportal.org/topic_papers.cfm accessed.

Ascent Environmental

2019 Practical Implications of the Friant Ranch Decision for Air Quality and Other EIR Analysis, prepared by Ascent Environmental, March 21. Accessed April 21, 2019, at <https://mailchi.mp/ascentenvironmental/friant-ranch>

Best, Best & Krieger

2019 Summary of Published CEQA Decision – Sierra Club v. County of Fresno (2018) 6 Cal.5th 502, January 29, 2019.

California Air Pollution Control Officers Association (CAPCOA)

2008 CEQA & Climate Change Evaluating and Addressing Greenhouse Gas Emissions from Projects Subject to the California Environmental Quality Act

2010 CAPCOA Quantifying Greenhouse Gas Mitigation Measures, August 2010, <http://www.capcoa.org/wp-content/uploads/2010/11/CAPCOA-Quantification-Report-9-14-Final.pdf>, accessed April 24, 2019.

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2006 Final Environmental Impact Report. Certified July 11.

2016 City of Moreno Valley General Plan, Chapter 2 – Conservation Element -- Section 2.7 – Special Districts

APPENDIX A – CODE SECTIONS

AGRICULTURE & FOREST RESOURCES

PRC Section 12220(g) reads as follows:

(g) “Forest land” is land that can support 10-percent native tree cover of any species, including hardwoods, under natural conditions, and that allows for management of one or more forest resources, including timber, aesthetics, fish and wildlife, biodiversity, water quality, recreation, and other public benefits.

PRC Section 4526 reads as follows:

“Timberland” means land, other than land owned by the federal government and land designated by the board as experimental forest land, which is available for, and capable of, growing a crop of trees of a commercial species used to produce lumber and other forest products, including Christmas trees. Commercial species shall be determined by the board on a district basis.

Government Code Section 51104(g) reads as follows:

(g) “Timberland production zone” or “TPZ” means an area which has been zoned pursuant to Section 51112 or 51113 and is devoted to and used for growing and harvesting timber, or for growing and harvesting timber and compatible uses, as defined in subdivision (h).

CULTURAL RESOURCES

Guidelines §15064.5 (<http://resources.ca.gov/ceqa/guidelines/art5.html>).

“(a) For purposes of this section, the term “historical resources” shall include the following:

- (1) A resource listed in, or determined to be eligible by the State Historical Resources Commission, for listing in the California Register of Historical Resources (PRC Section 5024.1, Title 14 CCR, Section 4850 et seq.).*
- (2) A resource included in a local register of historical resources, as defined in Section 5020.1(k) of the PRC or identified as significant in an historical resource survey meeting the requirements Section 5024.1(g) of the PRC, shall be presumed to be historically or culturally significant. Public agencies must treat any such resource as significant unless the preponderance of evidence demonstrates that it is not historically or culturally significant.*

- (3) *Any object, building, structure, site, area, place, record, or manuscript which a lead agency determines to be historically significant or significant in the architectural, engineering, scientific, economic, agricultural, educational, social, political, military, or cultural annals of California may be considered to be an historical resource, provided the lead agency's determination is supported by substantial evidence in light of the whole record. Generally, a resource shall be considered by the lead agency to be "historically significant" if the resource meets the criteria for listing on the California Register of Historical Resources (PRC Section 5024.1, Title 14 CCR, Section 4852) including the following:*
- (A) *Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage;*
 - (B) *Is associated with the lives of persons important in our past;*
 - (C) *Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values; or*
 - (D) *Has yielded, or may be likely to yield, information important in prehistory or history.*
- (4) *The fact that a resource is not listed in, or determined to be eligible for listing in the California Register of Historical Resources, not included in a local register of historical resources (pursuant to Section 5020.1(k) of the PRC), or identified in an historical resources survey (meeting the criteria in Section 5024.1(g) of the PRC) does not preclude a lead agency from determining that the resource may be an historical resource as defined in PRC sections 5020.1(j) or 5024.1.*
- (b) *A project with an effect that may cause a substantial adverse change in the significance of an historical resource is a project that may have a significant effect on the environment.*
- (1) *Substantial adverse change in the significance of an historical resource means physical demolition, destruction, relocation, or alteration of the resource or its immediate surroundings such that the significance of an historical resource would be materially impaired.*
 - (2) *The significance of an historical resource is materially impaired when a project:*
 - (A) *Demolishes or materially alters in an adverse manner those physical characteristics of an historical resource that convey its historical*

significance and that justify its inclusion in, or eligibility for, inclusion in the California Register of Historical Resources; or

(B) Demolishes or materially alters in an adverse manner those physical characteristics that account for its inclusion in a local register of historical resources pursuant to Section 5020.1(k) of the PRC or its identification in an historical resources survey meeting the requirements of Section 5024.1(g) of the PRC, unless the public agency reviewing the effects of the project establishes by a preponderance of evidence that the resource is not historically or culturally significant; or

(C) Demolishes or materially alters in an adverse manner those physical characteristics of a historical resource that convey its historical significance and that justify its eligibility for inclusion in the California Register of Historical Resources as determined by a lead agency for purposes of CEQA.

(3) Generally, a project that follows the Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings or the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (1995), Weeks and Grimmer, shall be considered as mitigated to a level of less than a significant impact on the historical resource.

(4) A lead agency shall identify potentially feasible measures to mitigate significant adverse changes in the significance of an historical resource. The lead agency shall ensure that any adopted measures to mitigate or avoid significant adverse changes are fully enforceable through permit conditions, agreements, or other measures.

(5) When a project will affect state-owned historical resources, as described in PRC Section 5024, and the lead agency is a state agency, the lead agency shall consult with the State Historic Preservation Officer as provided in PRC Section 5024.5. Consultation should be coordinated in a timely fashion with the preparation of environmental documents.

(c) CEQA applies to effects on archaeological sites.

(1) When a project will impact an archaeological site, a lead agency shall first determine whether the site is an historical resource, as defined in subdivision (a).

(2) If a lead agency determines that the archaeological site is an historical resource, it shall refer to the provisions of Section 21084.1 of the PRC,

and this section, Section 15126.4 of the Guidelines, and the limits contained in Section 21083.2 of the PRC do not apply.

- (3) *If an archaeological site does not meet the criteria defined in subdivision (a), but does meet the definition of a unique archeological resource in Section 21083.2 of the PRC, the site shall be treated in accordance with the provisions of section 21083.2. The time and cost limitations described in PRC Section 21083.2 (c–f) do not apply to surveys and site evaluation activities intended to determine whether the project location contains unique archaeological resources.*
 - (4) *If an archaeological resource is neither a unique archaeological nor an historical resource, the effects of the project on those resources shall not be considered a significant effect on the environment. It shall be sufficient that both the resource and the effect on it are noted in the Initial Study or EIR, if one is prepared to address impacts on other resources, but they need not be considered further in the CEQA process.*
- (d) *When an initial study identifies the existence of, or the probable likelihood, of Native American human remains within the project, a lead agency shall work with the appropriate Native Americans as identified by the Native American Heritage Commission as provided in PRC Section 5097.98. The applicant may develop an agreement for treating or disposing of, with appropriate dignity, the human remains and any items associated with Native American burials with the appropriate Native Americans as identified by the Native American Heritage Commission. Action implementing such an agreement is exempt from:*
- (1) *The general prohibition on disinterring, disturbing, or removing human remains from any location other than a dedicated cemetery (Health and Safety Code Section 7050.5).*
 - (2) *The requirements of CEQA and the Coastal Act.*
- (e) *In the event of the accidental discovery or recognition of any human remains in any location other than a dedicated cemetery, the following steps should be taken:*
- (1) *There shall be no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent human remains until:*
 - (A) *The coroner of the county in which the remains are discovered must be contacted to determine that no investigation of the cause of death is required, and*
 - (B) *If the coroner determines the remains to be Native American:*

1. *The coroner shall contact the Native American Heritage Commission within 24 hours.*
 2. *The Native American Heritage Commission shall identify the person or persons it believes to be the most likely descended from the deceased Native American.*
 3. *The most likely descendent may make recommendations to the landowner or the person responsible for the excavation work, for means of treating or disposing of, with appropriate dignity, the human remains and any associated grave goods as provided in PRC Section 5097.98, or*
- (2) *Where the following conditions occur, the landowner or his authorized representative shall rebury the Native American human remains and associated grave goods with appropriate dignity on the property in a location not subject to further subsurface disturbance.*
- (A) *The Native American Heritage Commission is unable to identify a most likely descendent or the most likely descendent failed to make a recommendation within 24 hours after being notified by the commission.*
 - (B) *The descendant identified fails to make a recommendation; or*
 - (C) *The landowner or his authorized representative rejects the recommendation of the descendant, and the mediation by the Native American Heritage Commission fails to provide measures acceptable to the landowner.*
- (f) *As part of the objectives, criteria, and procedures required by Section 21082 of the PRC, a lead agency should make provisions for historical or unique archaeological resources accidentally discovered during construction. These provisions should include an immediate evaluation of the find by a qualified archaeologist. If the find is determined to be an historical or unique archaeological resource, contingency funding and a time allotment sufficient to allow for implementation of avoidance measures or appropriate mitigation should be available. Work could continue on other parts of the building site while historical or unique archaeological resource mitigation takes place substantial adverse change, as defined by Guidelines §15064.5 (b) (1 & 2), to a historical resource may have a significant effect on the environment. However, a project that follows Guidelines §15064.5 (b) (3) will be considered mitigated to a level of less than significant.”*

HAZARDS & HAZARDOUS MATERIALS

Health and Safety Code §25532(j)

“(j) “Regulated substance” means any substance that is either of the following:

(1) A regulated substance listed in Section 68.130 of Title 40 of the Code of Federal Regulations pursuant to paragraph (3) of subsection (r) of Section 112 of the Clean Air Act (42 U.S.C. Sec. 7412(r)(3)).

(2)(A) An extremely hazardous substance listed in Appendix A of Part 355 (commencing with Section 355.10) of Subchapter J of Chapter I of Title 40 of the Code of Federal Regulations that is any of the following:

(i) A gas at standard temperature and pressure.

(ii) A liquid with a vapor pressure at standard temperature and pressure equal to or greater than 10 millimeters mercury.

(iii) A solid that is one of the following:

(I) In solution or in molten form.

(II) In powder form with a particle size less than 100 microns.

(III) Reactive with a National Fire Protection Association rating of 2, 3, or 4.

(iv) A substance that the office determines may pose a regulated substances accident risk pursuant to subclause (II) of clause (i) of subparagraph (B) or pursuant to Section 25543.3.

(B)

(i) On or before June 30, 1997, the office shall, in consultation with the Office of Environmental Health Hazard Assessment, determine which of the extremely hazardous substances listed in Appendix A of Part 355 (commencing with Section 355.10) of Subchapter J of Chapter I of Title 40 of the Code of Federal Regulations do either of the following:

(I) Meet one or more of the criteria specified in clauses (i), (ii), or (iii) of subparagraph (A).

(II) May pose a regulated substances accident risk, in consideration of the factors specified in subdivision (g) of Section 25543.1, and, therefore, should remain on the list of regulated substances until completion of the review conducted pursuant to subdivision (a) of Section 25543.3.

(ii) The office shall adopt, by regulation, a list of the extremely hazardous substances identified pursuant to clause (i).

Extremely hazardous substances placed on the list are regulated substances for the purposes of this article. Until the list is adopted, the administering agency shall determine which extremely hazardous substances should remain on the list of regulated substances pursuant to the standards specified in clause (i).

- “(a) The Department of Toxic Substances Control shall compile and update as appropriate, but at least annually, and shall submit to the Secretary for Environmental Protection, a list of all of the following:*
- (1) All hazardous waste facilities subject to corrective action pursuant to Section 25187.5 of the Health and Safety Code.*
 - (2) All land designated as hazardous waste property or border zone property pursuant to former Article 11 (commencing with Section 25220) of Chapter 6.5 of Division 20 of the Health and Safety Code.*
 - (3) All information received by the Department of Toxic Substances Control pursuant to Section 25242 of the Health and Safety Code on hazardous waste disposals on public land.*
 - (4) All sites listed pursuant to Section 25356 of the Health and Safety Code.*
- (b) The State Department of Health Services shall compile and update as appropriate, but at least annually, and shall submit to the Secretary for Environmental Protection, a list of all public drinking water wells that contain detectable levels of organic contaminants and that are subject to water analysis pursuant to Section 116395 of the Health and Safety Code.*
- (c) The State Water Resources Control Board shall compile and update as appropriate, but at least annually, and shall submit to the Secretary for Environmental Protection, a list of all of the following:*
- (1) All underground storage tanks for which an unauthorized release report is filed pursuant to Section 25295 of the Health and Safety Code.*
 - (2) All solid waste disposal facilities from which there is a migration of hazardous waste and for which a California regional water quality control board has notified the Department of Toxic Substances Control pursuant to subdivision (e) of Section 13273 of the Water Code.*
 - (3) All cease and desist orders issued after January 1, 1986, pursuant to Section 13301 of the Water Code, and all cleanup or abatement orders issued after January 1, 1986, pursuant to Section 13304 of the Water Code, that concern the discharge of wastes that are hazardous materials.*

- (d) *The local enforcement agency, as designated pursuant to Section 18051 of Title 14 of the California Code of Regulations, shall compile as appropriate, but at least annually, and shall submit to the Department of Resources Recycling and Recovery, a list of all solid waste disposal facilities from which there is a known migration of hazardous waste. The Department of Resources Recycling and Recovery shall compile the local lists into a statewide list, which shall be submitted to the Secretary for Environmental Protection and shall be available to any person who requests the information.*
- (e) *The Secretary for Environmental Protection shall consolidate the information submitted pursuant to this section and distribute it in a timely fashion to each city and county in which sites on the lists are located. The secretary shall distribute the information to any other person upon request. The secretary may charge a reasonable fee to persons requesting the information, other than cities, counties, or cities and counties, to cover the cost of developing, maintaining, and reproducing and distributing the information.*
- (f) *Before a lead agency accepts as complete an application for any development project which will be used by any person, the applicant shall consult the lists sent to the appropriate city or county and shall submit a signed statement to the local agency indicating whether the project and any alternatives are located on a site that is included on any of the lists compiled pursuant to this section and shall specify any list. If the site is included on a list, and the list is not specified on the statement, the lead agency shall notify the applicant pursuant to Section 65943. The statement shall read as follows:*

HAZARDOUS WASTE AND SUBSTANCES STATEMENT

The development project and any alternatives proposed in this application are contained on the lists compiled pursuant to Section 65962.5 of the Government Code. Accordingly, the project applicant is required to submit a signed statement that contains the following information:

Name of applicant:

Address:

Phone number:

Address of site (street name and number if available, and ZIP Code):

Local agency (city/county):

Assessor's book, page, and parcel number:

Specify any list pursuant to Section 65962.5 of the Government Code:

Regulatory identification number:

Date of list:

_____ Applicant, Date _____

- (g) *The changes made to this section by the act amending this section, that takes effect January 1, 1992, apply only to projects for which applications have not*

been deemed complete on or before January 1, 1992, pursuant to Section 65943.”

TRIBAL CULTURAL RESOURCES

PRC Section 21074 reads as follows:

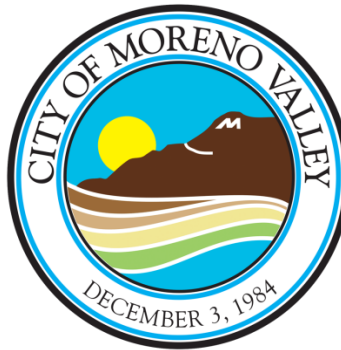
- (a) *“Tribal cultural resources” are either of the following:*
- (1) *Sites, features, places, cultural landscapes, sacred places, and objects with cultural value to a California Native American tribe that are either of the following:*
 - (A) *Included or determined to be eligible for inclusion in the California Register of Historical Resources.*
 - (B) *Included in a local register of historical resources as defined in subdivision (k) of Section 5020.1.*
 - (2) *A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Section 5024.1. In applying the criteria set forth in subdivision (c) of Section 5024.1 for the purposes of this paragraph, the lead agency shall consider the significance of the resource to a California Native American tribe.*
- (b) *A cultural landscape that meets the criteria of subdivision (a) is a tribal cultural resource to the extent that the landscape is geographically defined in terms of the size and scope of the landscape.*
- (c) *A historical resource described in Section 21084.1, a unique archaeological resource as defined in subdivision (g) of Section 21083.2, or a “nonunique archaeological resource” as defined in subdivision (h) of Section 21083.2 may also be a tribal cultural resource if it conforms with the criteria of subdivision (a).*

PRC Section 5020.1(k) reads as follows:

“Local register of historical resources” means a list of properties officially designated or recognized as historically significant by a local government pursuant to a local ordinance or resolution.

PRC Section 5024.1(c) reads as follows:

- (c) *A resource may be listed as an historical resource in the California Register if it meets any of the following National Register of Historic Places criteria:*
- (1) *Is associated with events that have made a significant contribution to the broad patterns of California's history and cultural heritage.*
 - (2) *Is associated with the lives of persons important in our past.*
 - (3) *Embodies the distinctive characteristics of a type, period, region, or method of construction, or represents the work of an important creative individual, or possesses high artistic values.*
 - (4) *Has yielded, or may be likely to yield, information important in prehistory or history.*



City of Moreno Valley Environmental Impact Report Format and Content Guidelines

July 2019
Prepared by City of Moreno Valley
Community Development Department

Prepared with assistance from:

RECON Environmental, Inc.
McKenna Lanier Group, Inc.

Attachment: EIR Format and Content Guidelines (3719 : Rules and Procedures to Implement CEQA)

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Purpose

This purpose of this document is to ensure Environmental Impact Reports (EIRs) prepared for the City of Moreno Valley (City) are prepared in an organized, consistent, and legally adequate, timely, and cost efficient manner.

This document is intended to complement, not reproduce or replace, pertinent California Environmental Quality Act (CEQA) Guidelines sections governing the preparation of EIRs.

The City acknowledges that every project differs and appropriate format and content will require the discretion and technical expertise of the consultant to ensure that relevant details are included within each chapter to ensure an adequate and legally defensible document. However, for purposes of consistency in the preparation of City EIRs, these general format and content guidelines should be followed where feasible. Applicants and/or consultants shall coordinate with City staff when substantial deviations from these EIR content guidelines are proposed. The Lead Agency will provide final approval of the format and content of an EIR.

1.0 General Issues

1.1 Format

The length of EIRs must be kept to the absolute minimum necessary to accurately convey the pertinent issues and to contain the level of analysis required to legally comply with CEQA. Extraneous and "filler" material must always be omitted from EIRs. The CEQA Guidelines specifies that EIR text should normally be less than 150 pages, and that documents of unusual complexity should normally be less than 300 pages (CEQA Guidelines §15141).

The City encourages the total length of the narrative portion of the EIR to be kept below 150 pages. Exhibits, tables, and appendices are excluded from the page limitation (CEQA Guidelines §§15006, 15141, 15147).

1.2 Editorial Matters

It is expected that the EIR will be properly edited for correct format, spelling, grammar, page numbering, internal consistency and other editorial matters. The EIR must be prepared in a clear format, and written in clear language for review and understanding by decision-makers and the public (CEQA Guidelines §15140). Complex and extremely analytical materials must be summarized and simplified, with the details and harder to comprehend materials placed in the technical appendices.

The EIR must be written in a factual and objective manner. The document must provide a good faith effort of full disclosure. EIRs that attempt to "bias" the document in favor of, or against the project are unacceptable.

The EIR shall cite all documents used in its preparation including, where possible, the page and section number of any technical reports (CEQA Guidelines §15148). Other documents may be incorporated by reference, provided that the referenced document is summarized in the EIR and is made available for public inspection at a public place identified in the EIR, such as City offices (CEQA Guidelines §15150).

The EIR shall be printed double-sided to reduce the amount of paper consumed where practicable. It is permissible to print certain graphics single-sided and to start major sections on a front-facing page. Other exceptions may be permitted at the discretion of City staff.

2.0 EIR Format

All City EIRs shall follow the general outline provided below in order to provide environmental document consistency and assist the City with providing efficient and streamlined reviews.

The following is an outline of the preferred general format of the EIR to be used for City projects:

- Cover 3.1
- Cover Page 3.2
- Table of Contents 3.3
- List of Abbreviations/ Acronyms 3.4
- List of Commenters and Responses to Comments (Included in Final EIR) 3.5
- Executive Summary 3.6
- Introduction of Project 3.7
- Environmental Setting 3.8
- Project Description 4.0
- Environmental Analysis 5.0
- Additional CEQA Required Analysis 6.0
- Alternatives 7.0
- References 8.0

3.0 EIR Introductory Chapters

This section provides guidance for the chapter headings and general content requirements for the introductory chapters of the EIR.

3.1 Cover

The cover refers to the front exterior of the EIR. No slogans or company logos should appear. A picture representing the project may be included at the discretion of City staff. The cover must only include the following information:

- Name of Project
- Type of Project/State Clearinghouse Number
- Lead Agency (City) and address
- Date (to be revised upon each iteration/screencheck)

Each screencheck is to be numbered accordingly and identified as DRAFT until presented as Final (i.e., 1st Screencheck DRAFT, 2nd Screencheck DRAFT, Public Review Draft EIR, Screencheck Final EIR, and Final EIR).

3.2 Cover Page

The cover page refers to the first page on the interior of the EIR. The cover page must include the following information:

- Type of Project/ State Clearinghouse Number
- Name of Project
- Lead Agency (City) and address
- EIR Consultant's name and address
- Project Applicant's name and address
- Identification of discretionary permits including City permit numbers
- Date (see above)

3.3 Table of Contents

The Table of Contents is a mandatory section pursuant to CEQA Guidelines §15122 and must facilitate use of the EIR.

The Table of Contents must include a list of figures, tables, and appendices. Figures and tables must be numbered sequentially by chapter (i.e., Figure 1-1), or by section (i.e., Figure 4.5-8). Technical appendices must be identified by letter and subject (e.g., Appendix B – Biological Resources Report).

Pages must be numbered sequentially by chapter.

3.4 List of Abbreviations/Acronyms

The List of Abbreviations/Acronyms must appear directly following the Table of Contents and must contain all abbreviations and acronyms used throughout the EIR, including technical, legal, and industry-related terms. The list must be alphabetical and clearly arranged.

The first time an abbreviation or acronym is utilized within an EIR, the full name must be provided followed by the form of abbreviation that will be used throughout the remainder of the document to represent that name.

3.5 List of Commenters/ Responses to Comments (Included in Final EIR)

This information should be added to the front of the Final EIR and should include the following:

- Introduction and explanation of Final EIR content requirements pursuant to CEQA Guidelines §15132.
- List of the comment letters received in tabular format, including alphanumerical numbering of the letter, name of commenter or agency, and date received.
- Discussion of CEQA requirement to respond to substantive environmental comments.
- Comment letters separated by comment numbering, and followed by responses to each letter.
- Identification of additions, corrections and/or revisions to the Draft EIR as a result of comments received presented in tabular format including the page where changes has been made, chapter/section of EIR affected, and details of the change.
- Discussion of whether changes made to the EIR as a result of comments received would trigger the requirement for recirculation of the Draft EIR.

3.6 Executive Summary

The Executive Summary satisfies the requirements set forth in Guidelines §15123. The Executive Summary must be as concise as possible, using clear simple language, and in any case, should not exceed 15 pages. It is imperative that the Executive Summary is accurate and updated consistent with the project description and analysis within the EIR. The Executive Summary Chapter shall include an introduction to the project, project overview, discussion of the EIR process, a list of known controversial issues, a brief description of the project alternatives, and a summary table.

3.6.1 Introduction

This section includes an overview to the document including issue areas analyzed and an explanation of the analysis process.

3.6.2 Project Overview

This section provides a very, abbreviated discussion of the project including project description, location, and setting.

3.6.3 EIR Process

This section provides a description of the procedural requirements of CEQA related to the EIR process and includes relevant dates including issuance of the Notice of Preparation (NOP) and periods of public review.

3.6.5 Areas of Controversy

This section includes a list of areas of known controversy including issues raised by the applicant, City, or commenters. This section also includes identification of issues to be resolved by the decision making body including whether and how to mitigate significant effects, choices among project alternatives, conformance with City regulations and/or plans, and whether the project should be approved in light of irreversible commitment of non-renewable resources.

3.6.6 Project Alternatives

This section provides a brief summary of each project alternative, the significant effects associated with the alternatives, and which alternative is identified as environmentally superior.

3.6.7 Summary Table

A summary table that provides a summary of project impacts, mitigation measures and conclusions must be included.

3.7 Introduction (Chapter 1.0)

This chapter explains the purpose for the CEQA process and reasons for the preparation of an EIR.

3.7.1 Type of EIR

This section includes a discussion of the type of EIR being presented and an explanation for that choice. If relevant, this section will include a discussion of prior CEQA review (i.e., preparing a subsequent or supplemental EIR).

3.7.2 List of Project Approvals

This section includes a list of project approvals/discretionary permits for which the EIR is intended to be used and the agencies that are expected to use the EIR in their decision-making.

3.7.3 Statement of Legal Authority

This section provides a brief discussion identifying that the EIR has been prepared in accordance with all criteria, standards, and procedures of CEQA and the CEQA Guidelines.

3.7.4 Responsible/Trustee Agencies

This section provides a list of responsible and/or trustee agencies associated with the project approvals.

3.7.5 Scope of EIR

This section provides a summary of the environmental process to date including the date the NOP was issued and periods of public review, issue areas analyzed in the EIR, and a summary of any comments received in response to the NOP and where these issues are addressed in the EIR.

This section also includes a summary of where, throughout the EIR, all required discussion pursuant to CEQA may be found. This section also includes a textual summary of each chapter and what information/discussion it contains.

3.7.6 Incorporation by Reference

This section is based on CEQA Guidelines §15150 which allows for the incorporation “by reference all or portions of another document...[and is] most appropriate for including long, descriptive, or technical materials that provide general background but do not contribute directly to the analysis of a problem at hand.” The physical address where technical appendices are available for review must be provided.

3.8 Environmental Setting (Chapter 2.0)

This chapter generally includes a discussion of “baseline” physical environmental conditions of and in the vicinity of the project, including topography, vegetation/habitats, circulation, surrounding land uses and/or ownerships, geographic features such as lakes, streams, and canyons, and the major infrastructure both serving and in the vicinity of the proposed project.

The “baseline” normally constitutes the environmental conditions as they existed at the time the NOP is published, or if no NOP is published, at the time environmental analysis is commenced (CEQA Guidelines §15125(a)). CEQA case law has set precedence for deviations in this definition of the baseline physical conditions. If a deviation is used, the reasons supporting the deviation must be supported by substantial evidence.

Note that special baseline rules for military base reuse is included in Public Resources Code §21083.8.1 and Guidelines §15229.

Unless otherwise directed by staff, the description of the environmental baseline conditions shall be based on the existing legal condition of the property, prior to any unauthorized activities (e.g., grading, clearing) or actions taken in preparation for the project, such as septic testing or geotechnical investigations.

This section also includes a discussion of the following details of the project:

- regional setting and location

- local setting and location
- surrounding land uses and development

3.8.1 Planning Context

This section provides details of the project in relation to City plans and should include figures to further depict project details such as existing and proposed General Plan and Zoning designations, if relevant.

3.8.2 Existing Physical Site Conditions

This section includes a discussion of the physical environmental condition for purposes of establishing the setting for the EIR. The discussion of the existing conditions should typically include, but not be limited to, the following topics, as appropriate:

- Land Use
- Aesthetic/Topographical Features
- Air Quality and Climate Conditions
- Known Cultural Resources and Tribal Cultural Resources
- Existing Geology and Soils
- Hydraulic Conditions
- Noise Sources in the Project Vicinity
- Transportation Conditions
- Existing Utilities and Service Providers
- Vegetation
- Wildlife

4.0 Project Description (EIR Chapter 3.0)

The project description is the focus of much CEQA litigation concerning EIRs. Therefore, it is imperative that the content be included in sufficient detail and that the project description be accurate, complete, and consistent throughout the EIR.

This chapter of the EIR provides all of the information required to be included in the Project Description pursuant to CEQA Guidelines §15124.

4.1 Project Location

The precise location and boundaries of the project site must be described. Regional, vicinity, and topographic location maps must be included to identify the boundaries of the project site and its location in relationship to surrounding land uses.

4.2 Statement of Objectives

The EIR shall include a clearly written statement of objectives which will help the lead agency develop a reasonable range of alternatives to evaluate in the EIR and will aid the decision makers in preparing findings, or a statement of overriding considerations if

required. The statement of objectives should include the underlying purpose of the project (see CEQA Guidelines §15124(b)).

4.3 Project's Component Parts

The narrative explanation shall be supplemented by a project plan or map of appropriate scale and legibility. Details of any project phasing must also be included in this section and must be supported by an illustration on the project plan or map, if possible. All of the steps in project implementation must be described including planning, phasing, steps in project implementation, acquisition, construction, off-site improvements, operation, and decommissioning, if applicable. Important elements of a project description are discussed below.

Appropriate subheadings may be added in this section to provide a complete and detailed project description. At a minimum a site plan should be provided. Additional figures to represent the proposed project may be needed.

4.3.1 Associated Project Actions

A subheading should be included to identify the associated discretionary actions that would be required to implement the project such as discussion of proposed changes to a site's General Plan designation, zoning, and all required permits and approvals.

4.3.2 Project Technical Characteristics

This includes a general description of the project's technical, economic, and environmental characteristics. Key characteristics could include some or all of the following:

- All on-site and off-site access improvements;
- All on-site and off-site infrastructure improvements (e.g., water, sewer, storm water);
- Grading and construction characteristics including length and timing of construction, and types of equipment; and
- Operational characteristics such as hours of operation and description of activities associated with the project such as special events or other uses.

Any off-site improvements and/or off-site ground disturbance required for the project must be included.

4.4 City Review Process

This section includes a discussion of City departments and divisions that were responsible for reviewing the EIR for technical accuracy.

4.5 Related Environmental Review and Consultation Requirements

This section includes a tabular list of all government agencies that are expected to use the EIR and provides a summary of the subsequent actions associated with the project.

Section 5 Environmental Analysis (Chapter 4.0)

In accordance with CEQA Guidelines §§15126–15126.4, EIR Chapter 4.0, Environmental Analysis, includes analyses of potential direct, indirect, and cumulatively-considerable impacts that could occur from planning, acquisition, constructing, and/or operation of the project.

5.1 Explanation of Impacts

The introduction to this chapter should provide an overview of the environmental analysis including a list of the subject areas included within the chapter and an explanation of the types of impacts that could occur.

5.1.1 Explanation of Cumulative Impacts

There shall be an explanation of the cumulative impacts analysis as required by CEQA Guidelines §15130(a) and identification of whether the cumulative analysis is based on (a) a list of past, present, and “probable future projects” producing related or cumulative impacts, regardless of whether they are under the same jurisdiction as the lead agency; or (b) a summary of projections contained in the General Plan or related planning document, or in a prior environmental document which has been adopted or certified, which described or evaluated regional or area wide conditions contributing to the cumulative impact as required pursuant to CEQA Guidelines §15130(b). If utilizing the list of projects methodology, a cumulative development location map and list of projects shall be included. Thereafter, the specific analysis of cumulative impacts is included within each individual section.

5.2 Subject Area Analysis

Subject areas generally follow the order as shown in the CEQA Guidelines Appendix G; however, the applicant/consultant can consult with staff to determine the best order as prescribed by the project. Each subject area analysis must include a discussion as detailed in the following subsections.

5.2.1 Existing Conditions

This section describes the relevant existing environmental conditions only in the detail necessary to enable the reader to understand the following discussion of significant effects associated with the subject area. For example, aesthetics would include a visual account of the project site and surrounding area, scenic vistas or scenic resources in proximity, and potential sources of light and glare.

5.2.2 Applicable Regulatory Requirements

This section includes a discussion of federal, state and local regulations that apply to the project site or project, relative to the subject area. Local regulations should include relevant portions of the General Plan and Municipal Code.

5.2.3 Methodologies for Determining Impacts

This section includes an explanation of how impacts are measured or determined. It could include modeling, Geographic Information Systems search, site visit, or any other means usually relied upon to determine a level or measure of impact.

5.2.4 Basis for Determining Significance

This section cites the thresholds used to determine significance along with its sources and an explanation of its application.

5.2.5 Impact Analysis

This section applies the methods that were used to evaluate the resource and any effects that will occur as a result of project implementation as it relates to the threshold. Each threshold is reiterated and the analysis identifies impacts as either direct or indirect, and either short- or long-term. A final statement of significance is included at the end of each analysis.

5.2.6 Cumulative Analysis

This section provides an analysis of cumulative impacts based on the method of analysis previously disclosed (list of projects or projection method).

5.2.7 Significance of Impacts before Mitigation

This section reiterates the final conclusions reached related to whether a significant impact would occur.

5.2.8 Mitigation

This section proposes mitigation measures that would reduce any identified significant impacts. If no impacts are identified this section may state, "No mitigation is required."

5.2.9 Significance of Impacts after Mitigation

This section summarizes the application of the proposed mitigation with an explanation of how/why the proposed measure would (or would not) reduce significant impacts to less than significant levels. If no mitigation is required, this section does not need to be included.

Section 6 CEQA Mandated Analysis (Chapter 5.0)

This chapter of the EIR includes other mandated analysis including whether there would be significant environmental effects of a project which cannot be avoided if the proposed project is implemented (CEQA Guidelines §15126(b)), significant, irreversible

environmental changes that would be involved in the proposed action should it be implemented (CEQA Guidelines §15126.2(c)), and ways in which the proposed project could be growth inducing CEQA Guidelines §15126.2(d).

Additionally, this chapter of the EIR includes a discussion of those effects found not to be significant as part of the Initial Study process (CEQA Guidelines §15128).

Section 7 Project Alternatives (Chapter 6.0)

This chapter of the EIR is intended to implement the requirements set forth in CEQA Guidelines §15126.6. Organization of the Alternatives Chapter is described in the following sections.

7.1 Introduction and Explanation of Alternative Selection

The introduction to the Project Alternatives chapter includes an explanation for the inclusion of project alternatives, identifying any environmental effect previously discussed in Chapter 4.0 that cannot be mitigated to below a level of significance after the implementation of project design features, mandatory regulatory requirements, and feasible mitigation measures. The chapter provides a list and summary of those alternatives selected which represent the CEQA mandated reasonable range of alternatives.

7.2 Alternative Sites

Pursuant to CEQA Guidelines §15126.6(f)(1), the EIR must identify any alternative project sites that were considered and why they were rejected. If no alternative sites were selected, this section must briefly explain why none were included. Factors that may be taken into account when addressing feasibility of alternatives are site suitability, economic viability, availability of infrastructure, whether the proponent can reasonably acquire, control or otherwise have access to the alternative site.

7.3 Alternative Analysis

This section provides the comparative discussion of potential impacts that would result from implementation of the alternatives as compared to the project. A table showing a comparison of impacts for each alternative, including the proposed project must be included.

Section 8 EIR References (Chapter 7.0)

EIR references must include a list of all persons who assisted in the preparation of the document, all documents incorporated by reference and all documents and websites referenced throughout the EIR.

8.1 Persons Involved in the Preparation of the EIR

This list must clearly identify: (1) all staff, agencies, and organizations who prepared the EIR; and (2) all Federal, State, or local agencies, organizations, and individuals who were consulted during its preparation. The list must indicate the name, affiliation, and a very brief explanation of each individual's role in the preparation of the EIR (CEQA Guidelines §15129.)

8.2 Documents Incorporated by Reference

This list identifies reports, studies, and supporting documentation used in the preparation of the EIR and incorporated by reference within the EIR. This section includes a statement indicating that a copy of the referenced reports, studies, and supporting documentation is a matter of public record and is generally available to the public at a specific location to be referenced in the document.

8.3 Documents and Websites Consulted

This list must provide adequate references to documents cited in the EIR. References that were heavily relied upon in the EIR analysis and which have a limited circulation must include a location where the public can readily access and review the document (CEQA Guidelines §15150).



Report to City Council

TO: Mayor and City Council

FROM: Kathleen Sanchez, Human Resources Director

AGENDA DATE: September 17, 2019

TITLE: LIST OF PERSONNEL CHANGES

RECOMMENDED ACTION

Recommendation:

1. Ratify the list of personnel changes as described.

DISCUSSION

The attached list of personnel changes scheduled since the last City Council meeting is presented for City Council ratification.

Staffing of City positions ensures assignment of highly qualified and trained personnel to achieve Momentum MoVal priorities, objectives and initiatives.

FISCAL IMPACT

All position changes are consistent with appropriations previously approved by the City Council.

PREPARATION OF STAFF REPORT

Prepared By:
Vanessa Leccese
Executive Assistant

Department Head Approval:
Kathleen M. Sanchez
Human Resources Director

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. Personnel Changes for Staff Report_9.17.19

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/05/19 6:45 AM
City Attorney Approval	<u>✓ Approved</u>	9/11/19 1:27 PM
City Manager Approval	<u>✓ Approved</u>	9/11/19 2:13 PM

**City of Moreno Valley
Personnel Changes
September 17, 2019**

New Hires

Crystal Acha, Management Assistant, Parks and Community Services Department/Community Services Division

Natalia Lopez, Management Aide, Financial & Management Services Department/Financial Operations Division

Joe Alcaraz, Animal Control Officer, Community Development Department/Animal Services Division

Promotions

None

Transfers

None

Separations

Glenn Vargas, Code Compliance Officer II, Community Development Department/Code and Neighborhood Services Division



Report to City Council

TO: Mayor and City Council

FROM: Kathleen Sanchez, Human Resources Director

AGENDA DATE: September 17, 2019

TITLE: REPORT OF APPROVED SALARY CHANGES

RECOMMENDED ACTION

Recommendation:

1. Receive and file the attached Report of Approved Salary Changes.

DISCUSSION

As part of the City of Moreno Valley's ongoing commitment to enhance transparency, the attached list shows permanent salary changes approved over the past month.

This report provides information associated with approved actions (e.g. promotions, changes of assignment, reclassifications, merit increases) which took effect over the past month (or since the last monthly report).

FISCAL IMPACT

All approved salary changes were consistent with appropriations previously approved by the City Council.

PREPARATION OF STAFF REPORT

Prepared By:
Vanessa Leccese
Executive Assistant

Department Head Approval:
Kathleen M. Sanchez
Human Resources Director

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. Report of Approved Salary Changes 9-17-2019

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/04/19 6:19 PM
City Attorney Approval	<u>✓ Approved</u>	9/04/19 2:57 PM
City Manager Approval	<u>✓ Approved</u>	9/10/19 5:28 PM

Report of Approved Salary Changes: September 19, 2019

<u>Position</u>	<u>Previous Salary Range/Step</u>	<u>Approved Salary Range/Step (Adjusted)</u>	<u>Qualifying Event</u>
Animal Care Technician Supervisor	C21/B	C21/C	Merit Increase
Business and Workforce Development Manager	C28/G	C28/H	Merit Increase
Community Services Coordinator	C18/A	C18/B	Merit Increase
Equipment Operator	C17/D	C17/E	Merit Increase
Executive Assistant	C17/F	C19/E	Promotion
GIS Technician	C19/C	C19/D	Merit Increase
Lead Maintenance Worker	C19/G	C19/H	Merit Increase
Lead Maintenance Worker	C19/E	C19/F	Merit Increase
Lead Parks Maintenance Worker	C15/C	C15/D	Merit Increase
Management Analyst	C22/B	C24/A	Promotion
Management Analyst	C22/E	C24/D	Promotion
Management Analyst	C24/D	C24/E	Merit Increase
Management Assistant	C22/G	C/22H	Merit Increase
Paralegal	C20/G	C20/H	Merit Increase
Permit Technician	C18/E	C18/F	Merit Increase
Sr. Administrative Assistant	C17/F	C17/G	Merit Increase
Sr. Parks Maintenance Tech	C19/H	C19/I	Merit Increase
Traffic Signal Technician	C22/C	C22/D	Merit Increase

Merit Increases: Movement from Salary Steps A-G reflect a 5% annual increase. Movement to Steps H-I reflects a 2.5% annual increase

Attachment: Report of Approved Salary Changes 9-17-2019 (3705 : REPORT OF APPROVED SALARY



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: September 17, 2019

TITLE: AUTHORIZATION TO AMEND GRANT SUPPORT SERVICES AGREEMENT WITH AVANT-GARDE, INC.

RECOMMENDED ACTION

Recommendations: That the City Council:

1. Amend the Agreement for Professional Services between the City and Avant-Garde, Inc. to provide grant support services.
2. Approve budget adjustments as set forth in the Fiscal Impact section of this report.
3. Authorize the City Manager to execute the Third Amendment, subject to approval as to form by the City Attorney, and subsequent amendments to the Agreement, including the authority to approve purchase orders in accordance with the terms of the Agreement, provided sufficient funding appropriations have been approved by the City Council.

SUMMARY

Every year, the City receives funding from the U.S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) Programs. These funds are utilized to provide programs and projects that benefit low and moderate-income households and neighborhoods in the City. This report recommends approval of a Third Amendment to the Original On-Call Professional Services Agreement with Avant-Garde, Inc. (Avant-Garde) to continue to utilize the services provided by Avant-Garde. This Third Amendment will extend the time of performance and increase the amount of funding for the consultant. Further, this amendment will continue to provide the necessary resources and technical expertise to continue to administer various HUD funded City Programs. This amendment will be funded with

available administrative funds from HOME/CDBG or other federal grant funds.

DISCUSSION

During the 2019-2020 Action Plan Process, City Council approved funding for various grant funded programs including funding for home improvement projects. Habitat for Humanity of Riverside will continue to offer the Critical Home Repair Program for Single Family Homes, the Mobile Home Repair Program and A Brush For Kindness. These programs combined provide over \$600,000 worth of assistance available to the residents to assist them in addressing minor repairs needed in their homes. Over the past year, Avant-Garde has supported the City in the overall management of these programs including managing multiple contracts, adherence to grant regulations, invoice reviews, inspections and monitoring of project files. They serve as the point of contact for the subrecipient as well as the City for any grant related questions. This City Council approved allocation of funding will require the continued oversight and management by Avant-Garde.

The existing Avant-Garde contract is for \$45,000 and expires June 30, 2020. This amendment increases the contractual services by \$55,000, for a total amount not to exceed \$100,000 and extends the expiration date to December 31, 2021.

FISCAL IMPACT

The cost of the proposed amendment agreement for Avant-Garde is for an amount not to exceed \$100,000. Administrative HOME or other federal grant funding will be used to fund this amendment as this expenditure is eligible for reimbursement by the grant.

There will be no impact to the General Fund.

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 19/20 Budget	Proposed Adjustments	FY 19/20 Amended Budget
Grant Rev.	HOME	2506-99-99-92506-485000	Rev	\$781,612	\$55,000	\$836,612
Project Exp.	HOME	2506-30-36-72657-620299	Exp	78,161	55,000	133,161

ALTERNATIVES

The following alternatives are available to the City Council:

1. Approve and authorize the recommended actions as presented in this staff report. **Staff recommends this alternative to continue grant compliance.**
2. Do not approve or authorize the recommended actions as presented in this staff report. **Staff does not recommend this alternative as it may impact proper grant compliance.**

NOTIFICATION

Posting of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Financial Operations Division Manager

Department Head Approval:
Marshall Eyerman
Chief Financial Officer

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. Avant-Garde - 3rd Amendment

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/28/19 10:37 AM
City Attorney Approval	<u>✓ Approved</u>	8/28/19 11:52 AM
City Manager Approval	<u>✓ Approved</u>	9/10/19 5:26 PM

THIRD AMENDMENT TO AGREEMENT
FOR ON-SITE AND/OR PROFESSIONAL SERVICES

The Third Amendment to the Agreement is by and between the City of Moreno Valley, a Municipal Corporation, hereinafter referred to as "City," and Avant-Garde, Inc., a California Corporation, hereinafter referred to as "Contractor." City and Contractor are collectively referred to herein as the "Parties." The Third Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

WITNESSETH:

Whereas, the City and Contractor entered into a contract for on-call Grant Support Services dated April 21, 2016 ("Agreement"), wherein \$45,000 was awarded to Contractor by City, which was amended twice to extend the time of the Agreement; and

Whereas, the City and Contractor wish to further extend the term of the Agreement.

Now, therefore, in consideration of the foregoing, and the promises and mutual covenants and conditions hereinafter set forth, the City and Contractor hereby agree as follows:

1. AMENDMENT TO SECTION 2. "TERM" of the Agreement is hereby amended as follows:

The Agreement termination date is extended from June 30, 2020 to December 31, 2021 to allow for continued on-site and/or professional services, unless sooner terminated as provided in Paragraph III (O) herein.

2. AMENDMENT TO SECTION 1. OF EXHIBIT C "TERMS OF PAYMENT" of the Agreement is hereby amended as follows:

The total Contractor's compensation shall not exceed \$100,000.00 (\$45,000.00 for the original Agreement, \$55,000.00 for the Third Amendment to Agreement).

3. ENTIRE UNDERSTANDING. This Amendment and the Agreement set forth and contain the entire understanding and agreement of the Parties hereto. There are no oral or written representations, understandings, or ancillary covenants, undertakings or agreements, which are not contained or expressly referred to within this Third Amendment and the Agreement.

**THIRD AMENDMENT TO AGREEMENT
FOR ON-SITE AND/OR PROFESSIONAL SERVICES**

4. AGREEMENT IN FULL FORCE AND EFFECT. Except as otherwise expressly modified herein, all other terms and conditions of the Agreement remain unmodified and in full force and effect.

5. FURTHER ASSURANCES. The Parties agree to execute such other documents and to take such other actions as may be reasonably necessary to further the purposes of this Amendment.

IN WITNESS WHEREOF, the Parties have each caused their authorized representative to execute this Agreement.

CITY OF MORENO VALLEY
BY: _____
Chief Financial Officer

DATE: _____

APPROVED AS TO LEGAL FORM
BY: _____
City Attorney

DATE: _____

AVANT-GARDE, INC.
BY: _____

TITLE: _____

DATE: _____

BY: _____

TITLE: _____

DATE: _____

Attachment: Avant-Garde - 3rd Amendment [Revision 1] (3701 : AUTHORIZATION TO AMEND GRANT SUPPORT SERVICES AGREEMENT WITH



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: September 17, 2019

TITLE: PAYMENT REGISTER - JULY 2019

RECOMMENDED ACTION

Recommendation:

1. Receive and file the Payment Register.

SUMMARY

The Payment Register is an important report providing transparency of financial transactions and payments for City activity for review by the City Council, the residents and businesses in Moreno Valley. The report is posted to the City's website as soon as it is available. The report is included in the City Council agenda as an additional means of distributing the report.

The payment register lists in alphabetical order all checks and wires in the amount of \$25,000 or greater, followed by a listing in alphabetical order of all checks and wires less than \$25,000. The payment register also includes the fiscal year-to-date (FYTD) amount paid to each vendor.

PREPARATION OF STAFF REPORT

Prepared By:
Dena Heald
Financial Operations Division Manager

Department Head Approval:
Marshall Eyerman
Chief Financial Officer/City Treasurer

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

ATTACHMENTS

- 1. July 2019 Payment Register

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/28/19 10:32 AM
City Attorney Approval	<u>✓ Approved</u>	8/28/19 11:53 AM
City Manager Approval	<u>✓ Approved</u>	9/10/19 5:22 PM



**City of Moreno Valley
Payment Register
For Period 7/1/2019 through 7/31/2019**

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
AMS PAVING, INC	25374	07/15/2019	19418SP-1	PAVE, SEAL & STRIPE PARKING LOTS-PARKS	\$28,583.00
Remit to: FONTANA, CA					FYTD: \$28,583.00
ANNEALTA GROUP	237254	07/29/2019	1474	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	\$36,539.71
		07/29/2019	1468	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	
		07/29/2019	1475	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	
		07/29/2019	1473	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	
		07/29/2019	1472	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	
		07/29/2019	1471	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	
		07/29/2019	1469	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	
		07/29/2019	1467	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	
		07/29/2019	1466	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	
		07/29/2019	1465	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	
		07/29/2019	1470	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	
		07/29/2019	1476	PLANNING ENTITLEMENT AND PLAN CHECK SVCS	
Remit to: HUNTINGTON BEACH, CA					FYTD: \$36,539.71
ARCHITERRA DESIGN GROUP	25335	07/08/2019	25929	CONCEPTUAL DESIGN SERVICES FOR AMPHITHEATER 5/25-6/24/19	\$50,276.65
Remit to: RANCHO CUCAMONGA, CA					FYTD: \$50,276.65
BMW MOTORCYCLES OF RIVERSIDE	25410	07/22/2019	C18793	TRAFFIC MOTORCYCLES (3)	\$93,772.98
Remit to: RIVERSIDE, CA					FYTD: \$93,772.98

Attachment: July 2019 Payment Register (3668 : PAYMENT REGISTER - JULY 2019)



City of Moreno Valley
Payment Register
 For Period 7/1/2019 through 7/31/2019

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
BRIGHTVIEW LANDSCAPE SERVICES, INC.	25411	07/22/2019	6330068	LANDSCAPE MAINT-ZONES D, M, S, 09, LM-01H & LM-02A	\$34,893.80
		07/22/2019	6283994	LANDSCAPE MAINT-VARIOUS LOCATIONS	
Remit to: PASADENA, CA					<u>FYTD:</u> \$48,127.91
CALPERS	237256	07/29/2019	FY 19/20ADC	ANNUAL ACTUARIAL DETERMINED CONTRIBUTION (ADC)	\$631,564.00
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$631,564.00
CATHOLIC CHARITIES	25468	07/29/2019	INV9-JUN18/MAY19	HOMELESSNESS PREV & RAPID REHOUSING SVCS-ESG 17/18	\$39,456.80
		07/29/2019	INV7-JUN18/MAY19	HOMELESSNESS PREV & RAPID REHOUSING SVCS-ESG 17/18	
		07/29/2019	INV5-JUN18/MAY19	HOMELESSNESS PREV & RAPID REHOUSING SVCS-ESG 17/18	
		07/29/2019	INV8-JUN18/MAY19	HOMELESSNESS PREV & RAPID REHOUSING SVCS-ESG 17/18	
		07/29/2019	INV6-JUN18/MAY19	HOMELESSNESS PREV & RAPID REHOUSING SVCS-ESG 17/18	
Remit to: SAN BERNARDINO, CA					<u>FYTD:</u> \$39,456.80
CHARLES ABBOTT ASSOCIATES, INC	25413	07/22/2019	59711	CONSULTING SVCS-NPDES/SWMP-MAY 2019	\$37,839.00
		07/22/2019	59803	CONSULTING SVCS-NPDES/SWMP-JUNE 2019	
Remit to: MISSION VIEJO, CA					<u>FYTD:</u> \$37,839.00
CHASTANG FORD	25469	07/29/2019	40610	2019 FORD F-550 CREW CAB-VIN#1FD0W5GY5KEF19103	\$48,988.00
Remit to: HOUSTON, TX					<u>FYTD:</u> \$48,988.00
CIRCLE CITY ELECTRIC	237257	07/29/2019	PW-2231	FIRE STATION FIBER OPTIC PROJECT	\$44,500.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$44,500.00

Attachment: July 2019 Payment Register (3668 : PAYMENT REGISTER - JULY 2019)



City of Moreno Valley
Payment Register
For Period 7/1/2019 through 7/31/2019

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
COUNTY OF RIVERSIDE	237260	07/29/2019	2739A	ELECTION SVCS RENDERED FOR NOV 6, 2018 ELECTION	\$252,579.70
Remit to: RIVERSIDE, CA					FYTD: \$278,351.96
COUNTY OF RIVERSIDE SHERIFF	25282	07/01/2019	SH0000035573	CDBG POP OVERTIME-MVPD	\$39,877.71
		07/01/2019	SH0000035571	CDBG POP OVERTIME-MVPD	
		07/01/2019	SH0000035570	CDBG POP OVERTIME-MVPD	
		07/01/2019	SH0000035574	CDBG POP OVERTIME-MVPD	
		07/01/2019	SH0000035572	CDBG POP OVERTIME-MVPD	
		07/01/2019	SH0000035575	CDBG POP OVERTIME-MVPD	
		07/01/2019	SH0000035404	CONTRACT LAW ENFORCEMENT- BP #11-WARRANT SWEEP	
	25340	07/08/2019	SH0000035409	CONTRACT LAW ENFORCEMENT BILLING #11 (03/28-4/24/19)	\$3,305,279.78
	25380	07/15/2019	SH0000035564	FY18/19 RMS/CLETS BILLING 7/1/18-6/30/19	\$3,306,392.01
		07/15/2019	SH0000035541	CONTRACT LAW ENFORCEMENT BILLING #11 (04/25-5/22/19)	
Remit to: RIVERSIDE, CA					FYTD: \$6,669,559.80
CRAFCO, INC.	25416	07/22/2019	9402069164	HOTBOX TRAILER-PUBLIC WORKS MAIN OP'S	\$38,113.48
Remit to: CHANDLER, AZ					FYTD: \$38,113.48
CSAC EIA	237155	07/15/2019	20100102	EXCESS WORKERS' COMPENSATION PROGRAM FEES 7/1/19-6/30/20	\$224,465.00
Remit to: FOLSOM, CA					FYTD: \$224,465.00

Attachment: July 2019 Payment Register (3668 : PAYMENT REGISTER - JULY 2019)



City of Moreno Valley
Payment Register
For Period 7/1/2019 through 7/31/2019

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
DATA TICKET, INC.	25284	07/01/2019	99957	ADMIN CITATION PROCESSING-CODE- MARCH 2019	\$35,823.37
		07/01/2019	102080	PARKING CITATION PROCESSING-CODE-MAY 2019	
		07/01/2019	102080HH	PARKING HANDHELD DEVICES LEASE-AIR TIME-CODE-MAY 2019	
		07/01/2019	98943HH	PARKING HANDHELD DEVICES LEASE-AIR TIME-CODE-FEB 2019	
		07/01/2019	0419TKSTK	TICKET STOCK-CODE-FEB 2019	
		07/01/2019	101409TPC	THIRD PARTY COLLECTIONS-CODE-MAY 2019	
		07/01/2019	101409	ADMIN CITATION PROCESSING-CODE-MAY 2019	
Remit to: IRVINE, CA					FYTD: \$38,803.72
E. E. ELECTRIC, INC.	237220	07/22/2019	2019037	ALESSANDRO CROSSTOWN TIE-PROGRESS BILLING 3	\$296,253.37
Remit to: MIRA LOMA, CA					FYTD: \$296,253.37
EASTERN MUNICIPAL WATER DISTRICT	237021	07/01/2019	MAY-19 7/01/19	WATER CHARGES	\$80,508.94
		07/01/2019	JUNE-19 7/01/19	WATER CHARGES	
	237262	07/29/2019	JUNE-19 7/29/19	WATER CHARGES	\$173,815.73
		07/29/2019	JULY-19 7/29/19	WATER CHARGES	
Remit to: LOS ANGELES, CA					FYTD: \$280,060.73

Attachment: July 2019 Payment Register (3668 : PAYMENT REGISTER - JULY 2019)



City of Moreno Valley
Payment Register
For Period 7/1/2019 through 7/31/2019

CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ENCO UTILITY SERVICES MORENO VALLEY LLC	25384	07/15/2019	0405-1-247	DISTRIBUTION CHARGES 5/29-6/25/19	\$375,113.35
	25421	07/22/2019	40-365B-02	WA# 40-365B-CROSSTOWN TIE HEACOCK ST	\$59,960.10
		07/22/2019	40-425B-01	WA# 40-425B-BOULDER RIDGE SLS	
		07/22/2019	40-408A-07	WA# 40-408A-RANCHO BELAGO PHASE 2	
		07/22/2019	40-406B-01	WA# 40-406B-BAY AVENUE LINE EXTENSION	
		07/22/2019	40-412B-01	WA# 40-412B-OLD 215 FRONTAGE ROAD	
		07/22/2019	40-422B-01	WA# 40-422B-MORENO BEACH DRIVE CONDUIT EXT	
		07/22/2019	40-414B-02	WA# 40-414B-DUKE REALTY NANDINA INDUSTRIAL CTR	
		07/22/2019	40-416A-06	WA# 40-416A-PROLOGIS INDIAN BUSINESS PARK	
		07/22/2019	40-416B-01	WA# 40-416B-PROLOGIS INDIAN BUSINESS PARK	
		07/22/2019	40-419B-01	WA# 40-419B-PROLOIS EUCALYPTUS STREET LIGHTS	
		07/22/2019	40-407B-02	WA# 40-407B-INDIAN 12KV IC LINE EXTENSION	
		07/22/2019	40-426A-02	WA# 40-426A-EMWD EUCALYPTUS BOOSTER STATION	
		07/22/2019	40-429A-02	WA# 40-429A-MORENO VALLEY SELF STORAGE	
		07/22/2019	40-431A-01	WA# 40-431A-PHELAN DEVELOPMENT	
		07/22/2019	40-418B-01	WA# 40-381B AMERICA'S TIRE	
		07/22/2019	40-380B-06	WA# 40-380B-OLEANDER EMWD BOOSTER PUMP	
		07/22/2019	40-374B-08	WA# 40-397B-CONTINENTAL VILLAGES APTS	
		07/22/2019	40-369B-18	WA# 40-369B-TRACT 36436	
		07/22/2019	40-364B-04	WA# 40-364B-CROSSTOWN TIE ALESSANDRO BLVD	
		07/22/2019	40-381B-05	WA# 40-381B-EXCLUSIVE TOWING	
		07/22/2019	40-410A-05	WA# 40-410A-05-BELLA VISTA APT HOMES	
		07/22/2019	40-373B-03	WA# 40-373B-CACTUS COMMERCE, LP	

Remit to: ANAHEIM, CA

FYTD: \$436,013.45

Attachment: July 2019 Payment Register (3668 : PAYMENT REGISTER - JULY 2019)



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CHECKS IN THE AMOUNT OF \$25,000 OR GREATER

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
ESRI, INC.	25422	07/22/2019	93666105	ARCGIS MAINTENANCE RENEWAL 7/31/19-7/30/20	\$32,550.00
Remit to: REDLANDS, CA					<u>FYTD:</u> \$32,550.00
EXELON GENERATION COMPANY, LLC	25341	07/08/2019	MVEU-00080A	POWER PURCHASE 6/1-6/30/19	\$599,168.00
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$599,168.00
FEHR & PEERS	25290	07/01/2019	130280	SSARP CITYWIDE PED SAFETY STUDY, CONSULTANT SERVICES	\$31,993.53
		07/01/2019	129553	SSARP CITYWIDE PED SAFETY STUDY, CONSULTANT SERVICES	
Remit to: WALNUT CREEK, CA					<u>FYTD:</u> \$44,171.42
GRAVES & KING, LLP	25292	07/01/2019	1905-0010107-01	LEGAL SERVICES-CLAIM MV1833 (P. MIDDLEBROOKS)	\$25,072.49
		07/01/2019	1905-0010166-01	LEGAL SERVICES-CLAIM 0010166 (INRI TOWING)	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$35,122.49
HABITAT FOR HUMANITY RIVERSIDE	25429	07/22/2019	CDBG MV1819-12	CDBG-A BRUSH WITH KINDNESS PROGRAM-JUNE 2019	\$83,149.45
		07/22/2019	ABWK SFH-17	HOME-A BRUSH WITH KINDNESS PROGRAM-JUNE 2019	
		07/22/2019	MHR1819-12	MOBILE HOME REPAIR PROGRAM-JUNE 2019	
		07/22/2019	CHR-17	HOME-CRITICAL HOME REPAIR PROGRAM-JUNE 2019	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$100,206.93
HOT LINE CONSTRUCTION, INC	25431	07/22/2019	85071	HEACOCK CROSSTOWN TIE-PAY APPLICATION #3	\$538,692.56
Remit to: IRVING, TX					<u>FYTD:</u> \$538,692.56

Attachment: July 2019 Payment Register (3668 : PAYMENT REGISTER - JULY 2019)



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HYUNDAI OF MORENO VALLEY	237253	07/22/2019	YR ENDING JUL-19	YEAR 1 SALES TAX PAYMENT PER OPERATING COVENANT AGREEMENT	\$60,000.00
Remit to: MORENO VALLEY, CA					FYTD: \$60,000.00
JOHNSON MEZZCAP	25295	07/01/2019	LEASE PAYOFF	LITE OWL & E-SERIES EQUIPMENT LEASE-PAYOFF	\$129,791.99
Remit to: DALLAS, TX					FYTD: \$129,791.99
KOA CORPORATION	237162	07/15/2019	JB83146x5B	JUAN BAUTISTA DE ANZA TRAIL ATP 3, CONSULTANT SERVICES	\$27,790.78
		07/15/2019	JB83146x5C	JUAN BAUTISTA DE ANZA TRAIL ATP 3, CONSULTANT SERVICES	
		07/15/2019	JB83146x5A	JUAN BAUTISTA DE ANZA TRAIL ATP 3, CONSULTANT SERVICES	
Remit to: MONTEREY PARK, CA					FYTD: \$28,123.28
MCCAIN TRAFFIC SUPPLY	237165	07/15/2019	INV0240722	PURCHASE OF TRAFFIC SIGNAL CONTROL EQUIPMENT	\$349,947.24
		07/15/2019	INV0241395	TRAFFIC CONTROL EQUIPMENT FOR ALESSANDRO/GRANT LOCATION	
		07/15/2019	INV0241580	PURCHASE OF TRAFFIC SIGNAL CONTROL EQUIPMENT	
		07/15/2019	INV0241676	PURCHASE OF TRAFFIC SIGNAL CONTROL EQUIPMENT	
Remit to: VISTA, CA					FYTD: \$365,531.38
MERCHANTS LANDSCAPE SERVICES INC	25392	07/15/2019	54312	LANDSCAPE EXTRA WORK-ZONE 03/APPLY 500 YDS. OF MULCH ON LASSELLE	\$44,429.83
		07/15/2019	54260	LANDSCAPE MAINT.-ZONES E-8, LMD 03, 03A, 04, 05, 06, & 07-JUN19	
		07/15/2019	54182	IRRIGATION REPAIRS-ZONE 06-MAY 2019	
Remit to: MONTEREY PARK, CA					FYTD: \$95,315.27

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
MICON CONSTRUCTION, INC.	25302	07/01/2019	7877-06	RELEASE OF RETENTION FOR MV COMMUNITY PARK SKATE PARK PROJECT	\$28,162.10
Remit to: PLACENTIA, CA					<u>FYTD:</u> \$28,162.10
MORENO VALLEY UTILITY	237124	07/08/2019	JUN-19 7/8/19	ELECTRICITY CHARGES	\$69,936.09
	237269	07/29/2019	JUL-19 7/29/19	ELECTRICITY CHARGES	\$91,443.85
Remit to: HEMET, CA					<u>FYTD:</u> \$161,379.94
PACIFIC UTILITY INSTALLATION, INC	25483	07/29/2019	19797-19789	SERVICES FOR BOTH INDIAN & BAY LINE EXTENSION PROJECTS	\$131,402.10
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$131,402.10
PARSONS TRANSPORTATION GROUP, INC.	25351	07/08/2019	1906B201	STATE ROUTE 60/NASON - MORENO BEACH PHASE 2, CONSULTANT SERVICES	\$60,440.39
Remit to: IRVINE, CA					<u>FYTD:</u> \$60,440.39
PERMA	25445	07/22/2019	MV1941-SETTLEMNT	LIABILITY CLAIM SETTLEMENT-MV1914-EMWD	\$54,640.58
		07/22/2019	MV1938-SETTLEMNT	LIABILITY CLAIM SETTLEMENT-MV1938-C. WILSON	
Remit to: PALM DESERT, CA					<u>FYTD:</u> \$78,329.58
PSOMAS	25354	07/08/2019	152996	JUAN BAUTISTA DE ANZA TRAIL FROM EL PORTREO TO IRIS AVE, CONSULTANT SERVICES	\$48,998.77
		07/08/2019	151068	JUAN BAUTISTA DE ANZA TRAIL FROM EL PORTRERO TO IRIS AVE, CONSULTANT SERVICES	
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$48,998.77

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PYRO SPECTACULARS, INC.	237169	07/15/2019	56621	FIREWORKS DISPLAY FOR JULY 4, 2019	\$35,000.00
Remit to: RIALTO, CA					<u>FYTD:</u> \$35,000.00
RE ASTORIA 2 LLC	25395	07/15/2019	00034	RENEWABLE ENERGY-MV UTILITY-JUN19	\$39,891.84
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$39,891.84
RS CONSTRUCTION SERVICES	25358	07/08/2019	189	INTERIOR ADA IMPROVEMENTS PROJECT-ANIMAL SHELTER	\$49,951.00
Remit to: UPLAND, CA					<u>FYTD:</u> \$74,494.25

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SOUTHERN CALIFORNIA EDISON	237133	07/08/2019	7501020858	WDAT CHARGES-MVU/GRAHAM ST.-MAY19	\$44,665.74
		07/08/2019	7501020862	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-MAY19	
		07/08/2019	7501020865	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-MAY19	
		07/08/2019	7501021527	RELIABILITY SERVICE-DLAP_SCE-TS10-MAR19	
		07/08/2019	7501020861	WDAT CHARGES-MVU/FREDERICK AVE.-MAY19	
		07/08/2019	7501020857	WDAT CHARGES-MVU/IRIS AVE.-MAY19	
		07/08/2019	7501020839	WDAT CHARGES-MVU/17160 KITCHING ST. SUBSTATION-MAY19	
	237173	07/08/2019	7501020859	WDAT CHARGES-MVU/GLOBE ST.-MAY19	\$55,717.08
		07/08/2019	7501020860	WDAT CHARGES-MVU/NANDINA AVE.-MAY19	
		07/15/2019	721-3449/JUN-19	IFA CHARGES-SUBSTATION	
		07/15/2019	707-6081/JUN-19	ELECTRICITY CHARGES	
		07/15/2019	JUN-19 7/15/19	ELECTRICITY CHARGES	
		07/15/2019	587-9520/JUN-19	ELECTRICITY-FERC CHARGES/MVU	
237234	07/15/2019	026-1608/JUN-19	IFA & DISTRIBUTION UPGRADE CHARGES-KITCHING SUBSTATION	\$120,023.37	
	07/22/2019	JUN-19 7/22/19	ELECTRICITY CHARGES		
	07/22/2019	717-8456 7/9/19	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS		
	07/22/2019	717-8027 7/9/19	ELECTRICITY CHARGES FOR ADDED STREETLIGHTS		
	07/22/2019	729-6522 7/9/19	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS		
	07/22/2019	717-7516 7/9/19	ELECTRICITY CHARGES FOR ACQUIRED STREETLIGHTS		

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SOUTHERN CALIFORNIA EDISON	237275	07/29/2019	7501060035	WDAT CHARGES-MVU/GLOBE ST.-JUN19	\$55,551.75
		07/29/2019	7501060033	WDAT CHARGES-MVU/IRIS AVE.-JUN19	
		07/29/2019	7501060041	WDAT CHARGES-MVU/24417 NANDINA AVE. SUBSTATION-JUN19	
		07/29/2019	7501060037	WDAT CHARGES-MVU/FREDERICK AVE.-JUN19	
		07/29/2019	7501060036	WDAT CHARGES-MVU/NANDINA AVE.-JUN19	
		07/29/2019	7501060034	WDAT CHARGES-MVU/GRAHAM ST.-JUN19	
		07/29/2019	7501060015	WDAT CHARGES-MVU/17160 KITCHING ST. SUBSTATION-JUN19	
		07/29/2019	7501060038	WDAT CHARGES-MVU/SUBSTATION 115KV INTERCONNECTION-JUN19	
Remit to: ROSEMEAD, CA					<u>FYTD:</u> \$285,760.70
TENASKA ENERGY, INC	25398	07/15/2019	MOREN0020190621	ELECTRICITY POWER PURCHASE-MV UTILITY	\$326,079.35
	25453	07/22/2019	MOREN0001612001	RESOURCE ADEQUACY-MV UTILITY-JUN19	\$111,250.00
Remit to: ARLINGTON, TX					<u>FYTD:</u> \$437,329.35
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	25363	07/08/2019	201907	JULY 2019 RETIREE MEDICAL BENEFIT BILLING	\$42,997.79
Remit to: TEMECULA, CA					<u>FYTD:</u> \$44,389.04
U.S. BANK/CALCARDS	25318	07/01/2019	06-27-19	JUNE 2019 CALCARD ACTIVITY	\$352,290.70
Remit to: ST. LOUIS, MO					<u>FYTD:</u> \$352,290.70
U.S. DEPARTMENT OF HUD (FT. WORTH, TX)	25462	07/23/2019	W190702	OIG AUDIT REPORT 2018-LA-1004	\$797,222.00
Remit to: NEW YORK, NY					<u>FYTD:</u> \$797,222.00

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WELLS FARGO CORPORATE TRUST	25508	07/29/2019	W190701	DEBT SERVICE-2017 REF 2007 TABS	\$1,506,881.26
Remit to: LOS ANGELES, CA					FYTD: \$1,506,881.26
WEST COAST ARBORISTS, INC.	25330	07/01/2019	147385	TREE TRIMMING/REMOVAL SERVICES - ZONE D	\$29,506.48
		07/01/2019	1-4629	TREE SERVICES-CREW FOR WORK AT CACTUS AVE. & FREDERICK ZONE E-7	
		07/01/2019	142999	TREE TRIMMING/REMOVAL SERVICES - ZONE 08-SM	
		07/01/2019	147383	TREE TRIMMING SERVICES - ZONE E-8	
		07/01/2019	148412	TREE TRIMMING/REMOVAL SERVICES - ZONE 03-MVRW	
		07/01/2019	148413	TREE SERVICES/CREW FOR STUMP REMOVALS - ZONE 04-MVRE	
		07/01/2019	145158	TREE SERVICES-CREW/EQUIPMENT FOR REMOVAL & REPLACEMENT-ZONE E-7	
		07/01/2019	148414	TREE TRIMMING SERVICES - ZONE D, TRACT 30027	
Remit to: ANAHEIM, CA					FYTD: \$29,506.48
WHITNEY POINT SOLAR, LLC	25503	07/29/2019	513206	RENEWABLE ENERGY-MV UTILITY-JUN 2019	\$58,751.58
Remit to: JUNO BEACH, FL					FYTD: \$58,751.58
WRCOG - WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS	25403	07/15/2019	JUN-2019 TUMF	TUMF FEES COLLECTED 6/1-6/30/19-RESIDENTIAL SINGLE-FAMILY	\$97,603.00
Remit to: RIVERSIDE, CA					FYTD: \$97,603.00
WRCRCA	237177	07/15/2019	JUN-2019 MSHCP	MSHCP FEES COLLECTED FOR JUNE 2019-RESIDENTIAL SINGLE-FAMILY	\$56,808.00
Remit to: RIVERSIDE, CA					FYTD: \$56,808.00

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
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TOTAL AMOUNTS OF \$25,000 OR GREATER					\$15,422,397.17
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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
1ST RESPONDER NEWSPAPER	237179	07/15/2019	RENEWAL	1ST RESPONDER SUBSCRIPTION-FIRE STATION 91 (JAN 1-DEC 31, 2019)	\$25.00
Remit to: NEW WINDSOR, NY					<u>FYTD:</u> \$25.00
A & I REPROGRAPHICS	25279	07/01/2019	CN00032926	REPROGRAPHIC MATERIALS-AMPHITHEATER PROJECT	\$1,036.68
Remit to: ONTARIO, CA					<u>FYTD:</u> \$1,036.68
A. M. BEST COMPANY, INC	25370	07/15/2019	3481671	A.M. 2019 BEST KEY RATING GUIDE	\$626.25
Remit to: PHILADELPHIA, PA					<u>FYTD:</u> \$626.25
AARVIG AND ASSOCIATES, APC	237011	07/01/2019	34343	LEGAL SERVICES-CLAIM MV1819 (A. WHITE)	\$5,345.85
		07/01/2019	34345	LEGAL SERVICES-CLAIM MV1910 (V. GADBERRY)	
		07/01/2019	34341	LEGAL SERVICES-CLAIM MV1761 (K. PIEHL)	
Remit to: REDLANDS, CA					<u>FYTD:</u> \$5,345.85
ABILITY COUNTS, INC	25371	07/15/2019	ACI114888	LANDSCAPE MAINT-CFD #1-JUNE 2019	\$4,130.00
		07/15/2019	ACI114815	LANDSCAPE MAINT-CFD #1-MAY 2019	
Remit to: CORONA, CA					<u>FYTD:</u> \$4,130.00
ACCU-TECH CORPORATION	237210	07/22/2019	692126375	MATERIALS-FIRE STATION 58	\$10,050.12
		07/22/2019	692125018	MATERIALS-FIRE STATION 58	
Remit to: DALLAS, TX					<u>FYTD:</u> \$10,050.12
ADLERHORST INTERNATIONAL LLC	25407	07/22/2019	103121	MONTHLY K-9 TRAINING (RICO/ARKAN/HERBIE) JUNE 2019	\$525.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$525.00

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AEI-CASC ENGINEERING	25334	07/08/2019	0040736	PLAN CHECK SVCS-PWQMP	\$14,137.00
		07/08/2019	0040567	PLAN CHECK SVCS-PWQMP	
		07/08/2019	0040836	PLAN CHECK SVCS-PWQMP	
	25463	07/29/2019	0040962	PLAN CHECK SVCS-PWQMP	\$682.00
Remit to: COLTON, CA					FYTD: \$14,819.00
AFFORDABLE ROOFING SERVICES	237180	07/15/2019	BOR19-0094	REFUND ON CANCELLED BUILDING PERMIT	\$131.52
Remit to: CHINO, CA					FYTD: \$131.52
AIR EXCHANGE INC	25372	07/15/2019	44409	PLYMOVENT MAINT & REPAIR-FIRE STATIONS (6, 58, 65, 91, 2, 48, 99)	\$5,807.51
Remit to: FAIRFIELD, CA					FYTD: \$5,807.51
ALAM, ANISHA	237105	07/08/2019	SUMMER 2019	2019 SUMMER AT CITY HALL STUDENT/VENDORS	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
ALDI, INC.	237282	07/29/2019	MVU 7014047-01	SOLAR PBI INCENTIVE REBATE	\$24,343.38
Remit to: MORENO VALLEY, CA					FYTD: \$24,343.38
ALESSANDRO TRUST	237056	07/01/2019	BSR18-0065	REFUND SB 1473 FEE CHARGED IN ERROR-BUILDING PERMIT	\$1.00
Remit to: SALEM, OR					FYTD: \$1.00
ALEYEH, BELAL	237283	07/29/2019	2000939.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$125.00
Remit to: MORENO VALLEY, CA					FYTD: \$125.00
ALTERNATIVE ENERGY SYSTEMS CONSULTING, INC	25373	07/15/2019	21810-03	MVU ENGINEERING SRVS & SUPPORT-TRANSPORTATION ELECTRIFICATION	\$4,235.00
Remit to: CARLSBAD, CA					FYTD: \$4,235.00

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AMERICAN FORENSIC NURSES	25280	07/01/2019	72201	PHLEBOTOMY SVCS	\$855.00
		07/01/2019	72222	PHLEBOTOMY SVCS	
	25464	07/29/2019	72308	PHLEBOTOMY SVCS	\$720.00
		07/29/2019	72327	PHLEBOTOMY SVCS	
Remit to: LA QUINTA, CA					FYTD: \$1,575.00
ANGULO, MARIA	237057	07/01/2019	R19-137278	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: PERRIS, CA					FYTD: \$75.00
ANIMAL EMERGENCY CLINIC, INC.	25375	07/15/2019	JUNE 2019	AFTER HOURS EMERGENCY VET SVCS-MV ANIMAL SHELTER	\$730.00
Remit to: GRAND TERRACE, CA					FYTD: \$730.00
ANTAL, KATALIN	237181	07/15/2019	R19-138353	ANIMAL SERVICES REFUND-RETURN ADOPTION FEES	\$67.00
Remit to: RIVERSIDE, CA					FYTD: \$67.00
APODACA, JORGE	237284	07/29/2019	R19-137060	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
APPLE ONE EMPLOYMENT SERVICES	25408	07/22/2019	S7823592	TECHNICAL SPECIALIST 5/20-6/14/19 (C. GARCIA)	\$3,350.08
Remit to: GLENDALE, CA					FYTD: \$3,350.08
ARENAS, ALBERTO	237106	07/08/2019	SUMMER 2019	2019 SUMMER AT CITY HALL STUDENT/VENDORS	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
ASKDEMI, INC.	237048	07/01/2019	1202	4TH OF JULY BAND	\$900.00
Remit to: RAMONA, CA					FYTD: \$900.00

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ATEL COMMUNICATIONS.COM	25409	07/22/2019	55376	NEC SOFTWARE SUPPORT	\$518.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$518.00
AUTOMATIC STOREFRONT SERVICE/E-Z AUTOMATED SYSTEMS	237149	07/15/2019	0030574-IN	FRONT LOBBY DOOR REPAIR-EMERGENCY OP'S CTR	\$297.93
Remit to: CHINO, CA					<u>FYTD:</u> \$297.93
AVANT GARDE	25376	07/15/2019	5599	HOME FUNDING COMPLIANCE SVCS-JUNE 2019	\$1,862.50
		07/15/2019	5600	HOME HABITAT FOR HUMANITY-JUNE 2019	
		07/15/2019	5601	CDBG HABITAT FOR HUMANITY-JUNE 2019	
Remit to: POMONA, CA					<u>FYTD:</u> \$1,862.50
AWWAD, SAFIEH	237182	07/15/2019	2000895.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
AYER, DEAN R.	237140	07/08/2019	7/16 - 7/18/19	TRAVEL PER DIEM, MILEAGE & PARKING-CALIFORNIA ENERGY SUMMIT 2019	\$244.62
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$244.62
BAHBAH, ISSA	237058	07/01/2019	BOO19-0015	REFUND SB 1473 FEE CHARGED IN ERROR-BUILDING PERMIT	\$1.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1.00
BAILEY, NICOLE	237183	07/15/2019	R19-136199	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSITS FOR 2 KITTENS	\$150.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$150.00
BARNARD, CHELYNDA	237285	07/29/2019	2739 REFUND	2018 CANDIDATE STATEMENT REIMB.	\$180.11
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$180.11

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
BAXTER, DONALD	237184	07/15/2019	R19-138238	ANIMAL SERVICES REFUND-TRAP RENTAL DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00
BELKASSAOUI, LAILA	237059	07/01/2019	R19-135099	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$75.00
BELTRAN, LUZ	237060	07/01/2019	R19-137803	ANIMAL SERVICES REFUND-RABIES DEPOSIT	\$20.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$20.00
BIO-TOX LABORATORIES	237012	07/01/2019	38233	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	\$6,312.00
		07/01/2019	38174	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
		07/01/2019	38173	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
		07/01/2019	38248	FORENSIC TOXICOLOGY TESTING SVCS FOR PD	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$6,312.00
BOSCO LEGAL SERVICE, INC.	25336	07/08/2019	STMT89530	LEGAL COURIER SVCS 4/29-4/30/19	\$6,689.90
		07/08/2019	STMT89533	LEGAL COURIER SVCS 5/3-6/27/19	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$6,689.90

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BOX SPRINGS MUTUAL WATER COMPANY	237107	07/08/2019	1085-1 6/25/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	\$328.00
		07/08/2019	80-4 6/25/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		07/08/2019	1084-1 6/25/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		07/08/2019	36-1 6/25/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		07/08/2019	1086-1 6/25/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		07/08/2019	331-1 6/25/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		07/08/2019	1088-1 6/25/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		07/08/2019	189-13 6/25/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		07/08/2019	195-5 6/25/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		07/08/2019	204-9 6/25/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		07/08/2019	45-4 6/25/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		07/08/2019	1087-1 6/25/19	WATER ASSESSMENT ON VACANT LOTS OWNED BY THE HOUSING AUTHORITY	
		237211	07/22/2019	721-1 6/25/19	WATER USAGE-TOWNGATE JUNE 2019
Remit to: MORENO VALLEY, CA					FYTD: \$421.35
BRAUN BLAISING SMITH WYNNE, P.C.	237013	07/01/2019	18139	LEGAL SERVICES-MV UTILITY-MAY 2019	\$1,565.00
Remit to: SACRAMENTO, CA					FYTD: \$1,565.00

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BRAZILL, STEVE	237104	07/02/2019	MV-050219	EMCEE SERVICES FOR 4TH OF JULY EVENT	\$400.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$400.00
BRIDGEPAY NETWORK SOLUTIONS	25377	07/15/2019	4109	CREDIT CARD GATEWAY SVCS-JULY 2019	\$33.60
Remit to: ALTAMONTE SPRINGS, FL					<u>FYTD:</u> \$33.60
BRIENO, SANDRA E.	25337	07/08/2019	5/8 - 6/4/19	MILEAGE REIMBURSEMENT	\$24.77
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$24.77
BRIGHT PLANET SOLAR	237185	07/15/2019	BON18-1221	REFUND ON OVER-ASSESSED SB 1473 FEE-BUILDING PERMITS	\$1.00
Remit to: AUBURN, MA					<u>FYTD:</u> \$1.00
BRIGHTVIEW LANDSCAPE SERVICES, INC.	25338	07/08/2019	6277660	LANDSCAPE MAINT-ZONE M	\$13,234.11
		07/08/2019	6225263	LANDSCAPE MAINT-ZONE M	
		07/08/2019	17114485311	LANDSCAPE MAINT-ZONE M	
		07/08/2019	6292410	LANDSCAPE MAINT-ZONES D, M & S	
		07/08/2019	6367590	LANDSCAPE MAINT-ZONE D	
Remit to: PASADENA, CA					<u>FYTD:</u> \$48,127.91
BRYANT, RENEE	237212	07/22/2019	REIMB.-7/17/19DP	REIMBURSEMENT FOR SUMMER @ CITY HALL EXPENSES	\$122.17
Remit to: LAKE ELSINORE, CA					<u>FYTD:</u> \$122.17
BUREAU VERITAS NORTH AMERICA, INC	25412	07/22/2019	1480526	PLAN REVIEW SVCS-JUNE19	\$4,140.00
	25465	07/29/2019	1480525	PLAN REVIEW SVCS-PEN17-0128-TR37369	\$640.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$4,780.00

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BURNS & MCDONNELL ENGINEERING COMPANY, INC	25466	07/29/2019	115800-1	ELECTRIC RATE STUDY-JUNE 2019	\$21,400.00
Remit to: KANSAS, MO					<u>FYTD:</u> \$21,400.00
BYERLY, TERRA	237286	07/29/2019	R19-135984	ANIMAL SERVICES REFUND-SPAY NEUTER DEPOSITS FOR 3 KITTENS	\$225.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$225.00
CABRERA, REYNA	237143	07/08/2019	R19-136480	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: NUEVO, CA					<u>FYTD:</u> \$95.00
CABRERA, ULISES	237287	07/29/2019	2739 REFUND	2018 CANDIDATE STATEMENT REIMB.	\$170.11
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$170.11
CALIFORNIA BUILDING STANDARDS COMMISSION	237255	07/29/2019	2ND QTR 2019	SB 1473 FEES COLLECTED FOR 4/1-06/30/19	\$4,221.90
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$4,221.90
CALIFORNIA CONSTRUCTION & FIRE RESTORATION INC	237061	07/01/2019	BSR19-0004	REFUND SB 1473 FEE CHARGED IN ERROR-BUILDING PERMIT	\$1.00
Remit to: CLAREMONT, CA					<u>FYTD:</u> \$1.00
CALIFORNIA CONTRACT CITIES ASSOCIATION	237213	07/22/2019	2704	MEMBERSHIP DUES FY19/20	\$5,300.00
Remit to: CERRITOS, CA					<u>FYTD:</u> \$5,300.00
CAMERON-DANIEL, P.C.	25467	07/29/2019	1060	LEGAL SERVICES-MV UTILITY	\$4,460.00
Remit to: ROSEVILLE, CA					<u>FYTD:</u> \$4,460.00

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CARBALLOSA, ILIJAH L.	237108	07/08/2019	SUMMER 2019	2019 SUMMER AT CITY HALL STUDENT/VENDORS	\$300.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$300.00
CARMAX AGENT	237062	07/01/2019	MVA030016409	PARKING CONTROL FEES-VIOLATION DISMISSED	\$57.50
Remit to: RICHMOND, VA					<u>FYTD:</u> \$57.50
CARRILLO, ANA	237288	07/29/2019	MVA030016639	REFUND- PARKING CONTROL FEES-VIOLATION DISMISSED	\$57.50
Remit to: CORONA, CA					<u>FYTD:</u> \$57.50
CASANOVA, DANIELA	237109	07/08/2019	SUMMER 2019	2019 SUMMER AT CITY HALL STUDENT/VENDORS	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00
CASTANEDA, ADRIAN	237214	07/22/2019	SUMMER 2019	2019 SUMMER LIBRARY INTERNS	\$264.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$264.00
CEMEX	237014	07/01/2019	9439928765	MIXED CONCRETE MATERIALS	\$572.52
Remit to: PASADENA, CA					<u>FYTD:</u> \$572.52
CHANCY, CHIZURU	237110	07/08/2019	JUN-2019	INSTRUCTOR SERVICES-HULA DANCE CLASS	\$129.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$129.60
CHANDLER ASSET MANAGEMENT, INC	25378	07/15/2019	1906MORENOVA	INVESTMENT MANAGEMENT SVCS-JUNE 2019	\$5,084.30
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$5,084.30
CHANNING BETE COMPANY	237150	07/15/2019	53688563	CPR TRAINING	\$3,463.09
Remit to: SOUTH DEERFIELD, MA					<u>FYTD:</u> \$3,463.09

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CHRIS BALASINSKI DBA REF UNION	25339	07/08/2019	MVJUNE19	REFEREES FOR MV YOUTH LEAGUE GAMES 6/19-6/29/19	\$1,944.00
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$1,944.00
CINTAS FIRST AID & SAFETY	237015	07/01/2019	5013849695	FIRST AID KIT SUPPLIES-RESOURCE CENTER	\$357.38
		07/01/2019	5013849691	FIRST AID KIT SUPPLIES-CONFERENCE AND RECREATION CENTER	
		07/01/2019	5013849694	FIRST AID KIT SUPPLIES-SENIOR CENTER	
		07/01/2019	5013849690	FIRST AID KIT SUPPLIES-ANIMAL SHELTER	
		07/01/2019	5013849692	FIRST AID KIT SUPPLIES-COTTONWOOD GOLF COURSE	
	237151	07/15/2019	5013849649	FIRST AID KIT SUPPLIES-TRANSPORTATION TRAILER	\$571.84
		07/15/2019	5013849700	FIRST AID KIT SUPPLIES-MORENO VALLEY SKATE PARK	
		07/15/2019	5014093716	FIRST AID KIT SUPPLIES-TOWNGATE COMM CENTER	
		07/15/2019	5013807959	FIRST AID KIT SUPPLIES-ANNEX	
		07/15/2019	5013849699	FIRST AID KIT SUPPLIES-MARCH FIELD PARK COMM CENTER	
Remit to: CINCINNATI, OH					<u>FYTD:</u> \$929.22
CITY OF TORRANCE	237016	07/01/2019	2019-00153508	RESIDENTIAL & ARTERIAL STREET LIGHTING	\$16,005.24
Remit to: TORRANCE, CA					<u>FYTD:</u> \$16,005.24
CLARK, GREG	237289	07/29/2019	MVA020023582	REFUND- PARKING CONTROL FEES-VIOLATION DISMISSED	\$115.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$115.00
COGENT COMMUNICATIONS, INC	25470	07/29/2019	512019	SECONDARY INTERNET CONNECTION 5/1-5/31/19	\$3,452.00
		07/29/2019	612019	SECONDARY INTERNET CONNECTION 6/1-6/30/19	
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$3,452.00
COLONIAL SUPPLEMENTAL INSURANCE	237017	07/01/2019	7133069-0701349N	EMPLOYEE SUPPLEMENTAL INSURANCE	\$6,971.89
Remit to: COLUMBIA, SC					<u>FYTD:</u> \$6,971.89

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COMPLETE SOLAR	237186	07/15/2019	BON18-1132, 1133	REFUND ON OVER-ASSESSED SB 1473 FEES-BUILDING PERMITS	\$2.00
Remit to: SAN MATEO, CA					<u>FYTD:</u> \$2.00
COMPLETE SOLAR INC	237290	07/29/2019	BON19-0671	REFUND OVER-ASSESSED SB 1473 FEE-BUILDING PERMIT	\$101.00
Remit to: SAN RAMON, CA					<u>FYTD:</u> \$101.00
CORDERO, AIDA	237063	07/01/2019	R19-136214	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: UPLAND, CA					<u>FYTD:</u> \$75.00
CORODATA MEDIA STORAGE INC.	25379	07/15/2019	DS1289134	OFF-SITE MEDIA STORAGE-JUNE 2019	\$373.22
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$373.22
COSTAR REALTY INFORMATION, INC	237258	07/29/2019	109644316-1	COMMERCIAL REAL ESTATE DATABASE SVC-JULY 2019	\$1,500.62
Remit to: BALTIMORE, MD					<u>FYTD:</u> \$1,500.62
COUNTRY SQUIRE ESTATES	237152	07/15/2019	JUNE 2019	UUT REFUND FOR COUNTRY SQUIRE JUNE 2019	\$26.82
Remit to: ONTARIO, CA					<u>FYTD:</u> \$26.82
COUNTS UNLIMITED, INC.	25414	07/22/2019	19442	TRAFFIC DATA COLLECTION	\$150.00
Remit to: CORONA, CA					<u>FYTD:</u> \$150.00

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COUNTY OF RIVERSIDE	25281	07/01/2019	IT0000002900	APX 7500 DUAL BAND, HPD MODEM MAINT	\$3,319.96
	25415	07/22/2019	IT0000003030	APX 7500M DUAL BAND, HPD MODEM MAINT	\$2,945.35
	237018	07/01/2019	8331	FUEL FOR CITY VEHICLE ASSIGNED TO CM-MAY 2019	\$12.87
	237019	07/01/2019	PU0000004748	FUEL FOR CITY VEHICLE	\$62.41
	237111	07/08/2019	2765	REGISTERED VOTERS CONFIRMATION-CFD NO. 2014-01/AMEND NO. 37	\$35.00
	237153	07/15/2019	19-142429	RECORDATION-DOCUMENT #2019-0171904	\$35.00
	237216	07/22/2019	8342	FUEL FOR CITY VEHICLE ASSIGNED TO CM-JUN 2019	\$163.54
	237259	07/29/2019	AC0000001669	LAFCO FY20 FEES	\$19,169.13
	237261	07/29/2019	19-140606	RECORDATION-MAP ASSESSMENT/BOUNDARY	\$29.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$278,351.96
COUNTY OF RIVERSIDE 1	237217	07/22/2019	PU0000004760	JANITORIAL SUPPLIES-POLICE STATION-JUNE 2019	\$558.52
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$558.52
COUNTY OF RIVERSIDE SHERIFF	25471	07/29/2019	SH0000035670	JAIL ACCESS FEES FY18/19	\$18,010.30
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$6,669,559.80
COWAN, DELORES R	25283	07/01/2019	APR-JUN-2019	INSTRUCTOR SERVICES-ALL STARS CHEERLEADING CLASSES	\$1,396.80
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,396.80
CRUZ, VERONICA	237020	07/01/2019	4/29 - 5/28/19	MILEAGE REIMBURSEMENT	\$146.16
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$146.16

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CSG CONSULTANTS, INC.	25381	07/15/2019	B190488-REV.1	PLAN CHECK SVCS-APRIL 2019	\$6,008.00
		07/15/2019	B190622	PLAN CHECK SVCS-MAY 2019	
	25417	07/22/2019	B190755	PLAN CHECK SVCS-JUNE 2019	\$5,336.00
	25472	07/29/2019	F190364	FIRE PLAN REVIEW SVCS-JUNE 2019	\$740.00
Remit to: FOSTER CITY, CA					FYTD: \$12,084.00
CUELLAR, DENISE	237187	07/15/2019	R19-136980	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					FYTD: \$95.00
CUMMINGS, KAILEY	237291	07/29/2019	R19-136953	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
D&D SERVICES DBA D&D DISPOSAL, INC.	237156	07/15/2019	85252	DECEASED ANIMAL REMOVAL-JUNE 2019	\$745.00
Remit to: VALENCIA, CA					FYTD: \$745.00
DATA TICKET, INC.	25418	07/22/2019	101470	ADMIN CITATION PROCESSING-NPDES-MAY 2019	\$290.52
		07/22/2019	101410	ADMIN CITATION PROCESSING-PD-MAY 2019	
		07/22/2019	100129	ADMIN CITATION PROCESSING-PD-MARCH 2019	
	25473	07/29/2019	97936HH	PARKING HANDHELD DEVICES LEASE-AIR TIME-CODE-JAN 2019	\$2,689.83
		07/29/2019	101407TPC	THIRD PARTY COLLECTIONS-ANIMAL SVCS-MAY 2019	
		07/29/2019	101407	ADMIN CITATION PROCESSING-ANIMAL SVCS-MAY 2019	
		07/29/2019	103268	ADMIN CITATION PROCESSING-PD-JUNE 2019	
		07/29/2019	99957HH	PARKING HANDHELD DEVICES LEASE-AIR TIME-CODE-MARCH 2019	
		07/29/2019	83173HH	PARKING HANDHELD DEVICE LEASE-CODE-SEPT 2017	
		07/29/2019	103266	ADMIN CITATION PROCESSING-BLDG & SAFETY-JUNE 2019	
Remit to: IRVINE, CA					FYTD: \$38,803.72

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DEATON, WENDE	237064	07/01/2019	BSR18-0049	REFUND SB 1473 FEE CHARGED IN ERROR-BUILDING PERMIT	\$1.00
Remit to: MORENO VALLEY, CA					FYTD: \$1.00
DECKERS OUTDOOR CORPORATION	237325	07/29/2019	07252019	HIRE A MOVAL GRAD INCENTIVE PROGRAM FY 18/19	\$5,000.00
Remit to: GOLETA, CA					FYTD: \$5,000.00
DELTA DENTAL OF CALIFORNIA	25285	07/01/2019	BE003466520	EMPLOYEE DENTAL INSURANCE-PPO	\$14,651.47
Remit to: SAN FRANCISCO, CA					FYTD: \$14,651.47
DELTACARE USA	25286	07/01/2019	BE003467296	EMPLOYEE DENTAL INSURANCE-HMO	\$4,853.95
Remit to: DALLAS, TX					FYTD: \$4,853.95
DEPARTMENT OF CONSERVATION	237218	07/22/2019	2ND QTR 2019	SMI FEES REPORT-2ND QTR ENDING 6/30/19	\$12,137.82
Remit to: SACRAMENTO, CA					FYTD: \$12,137.82
DEPARTMENT OF WATER RESOURCES	237280	07/29/2019	06272019_DWR	DIRECT PAY-DEPT OF WATER RESOURCES-801 0073 REVIEW COST	\$5,833.00
Remit to: SACRAMENTO, CA					FYTD: \$5,833.00
DIAZ, GABRIEL	237141	07/08/2019	6/21/19	MILEAGE REIMBURSEMENT FOR SEMINAR IN SAN DIEGO	\$103.47
Remit to: NUEVO, CA					FYTD: \$103.47
DICHOSO, DARWIN	237065	07/01/2019	MVA030015695	PARKING CONTROL FEES-VIOLATION DISMISSED	\$57.50
Remit to: CORONA, CA					FYTD: \$57.50

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DIVISION OF THE STATE ARCHITECT	237157	07/15/2019	2ND QTR 2019-796	STATE PORTION-DISABILITY ACCESS & EDUCATION FEE REPORT 796	\$322.00
		07/15/2019	2ND QTR 2019-786	STATE PORTION-DISABILITY ACCESS & EDUCATION FEE REPORT 786	
Remit to: SACRAMENTO, CA					FYTD: \$322.00
DLT SOLUTIONS	25474	07/29/2019	SI439039	AUTO CAD MAINTENANCE 7/18/19-7/17/20	\$13,127.34
Remit to: HERNDON, VA					FYTD: \$13,127.34
DMS FACILITY SERVICES	25382	07/15/2019	L47957	SPECIAL CLEANINGS FOR MAY 2019 EVENT RENTALS-TOWNGATE COMM CTR	\$2,575.00
		07/15/2019	L48160	SPECIAL CLEANINGS FOR JUNE 2019 EVENT RENTALS-TOWNGATE COMM CTR	
		07/15/2019	L48161	SPECIAL CLEANINGS FOR JUNE 2019 EVENT RENTAL-COTTONWOOD GOLF CTR	
	25419	07/22/2019	L48159	SPECIAL CLEANINGS FOR JUNE 2019 EVENT RENTALS-SENIOR CTR	\$5,950.00
		07/22/2019	L48158	SPECIAL CLEANINGS FOR JUNE 2019 EVENT RENTALS-CONF & REC CTR	
		07/22/2019	L47955	SPECIAL CLEANINGS FOR MAY 2019 EVENT RENTALS-CONF & REC CTR	
Remit to: SOUTH PASADENA, CA					FYTD: \$8,525.00
DO, ANN	237292	07/29/2019	C16730	REFUND-ADMIN CITATION-VIOLATION DISMISSED	\$200.00
Remit to: MURRIETA, CA					FYTD: \$200.00
DURAN, NICHOLAS	237219	07/22/2019	SUMMER 2019	2019 SUMMER LIBRARY INTERNS	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00

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E.R. BLOCK PLUMBING & HEATING, INC.	25383	07/15/2019	129232	BACKFLOW DEVICE TEST-PUBLIC SAFETY BUILDING	\$100.00
		07/15/2019	129230	BACKFLOW DEVICE TEST-FIRE STATION 6	
		07/15/2019	129231	BACKFLOW DEVICE TEST-FIRE STATION 65	
	25475	07/29/2019	129234	BACKFLOW DEVICE TEST-PARK MAINTENANCE	\$25.00
Remit to: RIVERSIDE, CA					FYTD: \$125.00
EASTERN MUNICIPAL WATER DISTRICT	237158	07/15/2019	MAY-19 7/15/19	WATER CHARGES	\$1,343.32
		07/15/2019	JUNE-19 7/15/19	WATER CHARGES	
	237221	07/22/2019	JUNE-19 7/22/19	WATER CHARGES	\$24,392.74
		07/22/2019	JULY-19 7/22/19	WATER CHARGES	
Remit to: LOS ANGELES, CA					FYTD: \$280,060.73
ECHEVERIA, MARIO	237188	07/15/2019	BSR18-0056	REFUND SB 1473 FEE CHARGED IN ERROR-BUILDING PERMIT	\$1.00
Remit to: MORENO VALLEY, CA					FYTD: \$1.00
EFFECT ENERGY INC	237189	07/15/2019	BON19-0555	REFUND ON CANCELLED BUILDING PERMIT	\$262.16
Remit to: ORANGE, CA					FYTD: \$262.16
EISINGER, JOSEPH	237103	07/01/2019	7/7 - 7/9/19	TRAVEL PER DIEM, MILEAGE & PARKING-2019 ESRI INTL. USER CONF.	\$389.10
Remit to: MORENO VALLEY, CA					FYTD: \$389.10
ELLIS, SIRENA	237293	07/29/2019	R19-138737	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00

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EMERGENT BATTERY TECHNOLOGIES, INC.	25420	07/22/2019	35121	REPLACEMENT BATTERIES (80) FOR BATTERY BACKUP SYSTEMS	\$11,199.80
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$11,199.80
ENCO UTILITY SERVICES MORENO VALLEY LLC	25287	07/01/2019	0402-MF-02276	SOLAR SYSTEM INSPECTION	\$940.00
		07/01/2019	0402-MF-02273	SOLAR SYSTEM INSPECTION	
		07/01/2019	0402-MF-02274	SOLAR SYSTEM INSPECTION	
		07/01/2019	0402-MF-02275	SOLAR SYSTEM INSPECTION	
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$436,013.45
ENNIS PAINT INC/AMERICAN TRAFFIC PRODUCTS	25288	07/01/2019	374123	TRAFFIC PAINT SUPPLIES	\$121.76
Remit to: CHARLOTTE, NC					<u>FYTD:</u> \$121.76
ENTERPRISE MGMT	237294	07/29/2019	MVA020026038	REFUND- PARKING CONTROL FEES-VIOLATION DISMISSED	\$115.00
Remit to: ST LOUIS, MO					<u>FYTD:</u> \$115.00
EQUITY ESSENTIALS ROOFING	237066	07/01/2019	BOR19-0016	REFUND-CANCELLED BUILDING PERMIT	\$131.52
Remit to: VICTORVILLE, CA					<u>FYTD:</u> \$131.52
ERVIN-MORGAN, BRENDA	237190	07/15/2019	2000896.047	TOWNGATE COMM. CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
ESCOBAR, ERIC	237049	07/01/2019	7/8 - 7/11/19	TRAVEL PER DIEM & MILEAGE-2019 ESRI INTL. USER CONFERENCE	\$328.48
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$328.48

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EVANS ENGRAVING & AWARDS	25289	07/01/2019	62219-10	NAME PLATES/BADGES (L. ROBINSON & F. APARICIO)	\$96.98
		07/01/2019	62519-24	NAME PLATES/BADGES (M. ARCINIEGA)	
Remit to: BANNING, CA					<u>FYTD:</u> \$96.98
EXCLUSIVE TOWING	237263	07/29/2019	19-03070	EVIDENCE VEHICLE TOWING	\$2,343.50
		07/29/2019	19-03043	EVIDENCE VEHICLE TOWING	
		07/29/2019	19-03582	EVIDENCE VEHICLE TOWING	
		07/29/2019	19-03971	EVIDENCE VEHICLE TOWING	
		07/29/2019	19-03395	EVIDENCE VEHICLE TOWING	
		07/29/2019	19-03308	EVIDENCE VEHICLE TOWING	
		07/29/2019	19-03657	EVIDENCE VEHICLE TOWING	
		07/29/2019	19-03750	EVIDENCE VEHICLE TOWING	
		07/29/2019	19-02194	EVIDENCE VEHICLE TOWING	
		07/29/2019	19-04096	EVIDENCE VEHICLE TOWING	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,343.50
FAHIE, JERRY	237112	07/08/2019	063019	SPORTS OFFICIATING SERVICES-SOFTBALL	\$42.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$42.00
FAKHREDDINE, MAJDA	237067	07/01/2019	R19-136153	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT FOR 2 KITTENS	\$150.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$150.00
FALCON ENGINEERING RCTC	237068	07/01/2019	2000882.047	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: CORONA, CA					<u>FYTD:</u> \$200.00
FARO TECHNOLOGIES	237022	07/01/2019	90654676	TRAFFIC EQUIPMENT	\$2,264.00
Remit to: LAKE MARY, FL					<u>FYTD:</u> \$2,264.00

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FAST SIGNS	237222	07/22/2019	70-39477	FABRICATION AND INSTALLATION OF NEW SIGN-PROJECT PEN 18-0214	\$1,645.64
		07/22/2019	70-39635	REVINYL & INSTALLATION-PEN18-0213 & PEN18-0195	
		07/22/2019	70-39636	REVINYL SIGN-PEN16-0066 & PEN18-0205	
		07/22/2019	70-39453	REVINLY SIGN-PEN18-0119-121, 0107 & 0090	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,645.64
FEHR & PEERS	25476	07/29/2019	130923	SSARP CITYWIDE PEDESTRIAN SAFETY STUDY-CONSULTANT SVCS	\$12,177.89
Remit to: WALNUT CREEK, CA					<u>FYTD:</u> \$44,171.42
FIRST AMERICAN DATA TREE, LLC	237223	07/22/2019	20027760619	ONLINE SOFTWARE SUBSCRIPTION-JUNE 2019	\$99.00
Remit to: PASADENA, CA					<u>FYTD:</u> \$99.00

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FIRST CHOICE SERVICES	25385	07/15/2019	652708	WATER PURIF UNIT RENTAL-FIRE STATION 6	\$527.85
		07/15/2019	652713	WATER PURIF UNIT RENTAL-FIRE STATION 99	
		07/15/2019	652705	WATER PURIF UNIT RENTAL-CITY YARD	
		07/15/2019	652706	WATER PURIF UNIT RENTAL-EMERGENCY OP'S CTR	
		07/15/2019	652715	WATER PURIF UNIT RENTAL-PUBLIC SAFETY BUILDING	
		07/15/2019	652712	WATER PURIF UNIT RENTAL-FIRE STATION 91	
		07/15/2019	652707	WATER PURIF UNIT RENTAL-FIRE STATION 2	
		07/15/2019	652709	WATER PURIF UNIT RENTAL-FIRE STATION 48	
		07/15/2019	652716	WATER PURIF UNIT RENTAL-SENIOR CENTER	
		07/15/2019	652703	WATER PURIF UNIT RENTAL-CITY HALL 2ND FLOOR	
		07/15/2019	652700	WATER PURIF UNIT RENTAL-ANIMAL SHELTER	
		07/15/2019	652701	WATER PURIF UNIT RENTAL-ANNEX 1	
		07/15/2019	652702	WATER PURIF UNIT RENTAL-CITY HALL 1ST FLOOR	
		07/15/2019	652704	WATER PURIF UNIT RENTAL-CONF & REC CTR	
		07/15/2019	652710	WATER PURIF UNIT RENTAL-FIRE STATION 58	
		07/15/2019	652717	WATER PURIF UNIT RENTAL-TRANS TRAILER	
		07/15/2019	652714	WATER PURIF UNIT RENTAL-LIBRARY	
		07/15/2019	652711	WATER PURIF UNIT RENTAL-FIRE STATION 65	
Remit to: ONTARIO, CA					<u>FYTD:</u> \$527.85
FLEMING , DENISE	237295	07/29/2019	2739 REFUND	2018 CANDIDATE STATEMENT REIMB.	\$315.43
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$315.43
FLORES, HENRY IAN	237113	07/08/2019	SUMMER 2019	2019 SUMMER AT CITY HALL STUDENT/VENDORS	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00

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FRANCE PUBLICATIONS, INC.	25386	07/15/2019	WR100535	FULL PAGE AD-WESTERN REAL ESTATE BUSINESS 5/1/19 ISSUE	\$8,055.00
		07/15/2019	SB100299	FULL PAGE AD-SHOPPING CENTER BUSINESS-5/1/19 ISSUE	
		07/15/2019	CA100649	FULL PAGE AD-CALIFORNIA CENTER 5/1/19 ISSUE	
	25477	07/29/2019	SB105301	FULL PAGE AD-SHOPPING CENTER BUSINESS-6/1/19 ISSUE	\$5,445.00
		07/29/2019	104128	NEWSLETTER-5/30/19	
Remit to: ATLANTA, GA					FYTD: \$13,500.00
FRANCHISE TAX BOARD (4)	237114	07/08/2019	WITHHELD FUNDS-1	INSTRUCTOR SVCS 25% WITHHELD (C. GARCIA)	\$88.65
Remit to: RANCHO CORDOVA, CA					FYTD: \$88.65
FRED'S GLASS & MIRROR, INC.	237023	07/01/2019	15354	WINDOW REPAIR-LIBRARY	\$688.77
Remit to: RIVERSIDE, CA					FYTD: \$688.77
FRONTIER COMMUNICATIONS/FORMERLY VERIZON	25423	07/22/2019	7002Z183-S-19186	BACKBONE COMMUNICATIONS SERVICE 7/5/19-8/4/19	\$3,690.35
Remit to: ROCHESTER, NY					FYTD: \$3,690.35
FRONTIER COMMUNICATIONS/FORMERLY VERIZON CALIF.	237024	07/01/2019	081095-5/JUNE19	FOREIGN EXCHANGE BUS LISTING-MV UTILITY	\$7.05
	237224	07/22/2019	082109-5/JULY19	PHONE SVC FOR ERC 7/04-8/3/19	\$614.35
	237264	07/29/2019	081095-5/JULY19	FOREIGN EXCHANGE BUS LISTING-MV UTILITY	\$7.05
Remit to: CINCINNATI, OH					FYTD: \$628.45
FUEL PROS, INC	25424	07/22/2019	0000041762	FUEL TANK MAINTENANCE	\$1,105.00
Remit to: CHINO, CA					FYTD: \$1,105.00

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G/M BUSINESS INTERIORS, INC.	25291	07/01/2019	0251780-IN	CUBICLE RECONFIGURATION-CONF & REC. CTR	\$17,124.46
		07/01/2019	0251639-IN	CUBICLE RECONFIGURATION-CONF & REC. CTR	
	25425	07/22/2019	0252262-IN	OFFICE FURNITURE-FACILITIES	\$9,001.90
	25478	07/29/2019	0249672-IN	ERGONOMIC EVALUATIONS	\$8,346.38
Remit to: RIVERSIDE, CA					FYTD: \$34,472.74
GAINES, LLYOD	237296	07/29/2019	MVA040013623	REFUND- PARKING CONTROL FEES-VIOLATION DISMISSED	\$82.50
Remit to: MORENO VALLEY, CA					FYTD: \$82.50
GARCIA, LYNNETTE INDA	237115	07/08/2019	SUMMER 2019	2019 SUMMER AT CITY HALL STUDENT/VENDORS	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
GEOCON WEST, INC	237159	07/15/2019	7905264	ALESSANDRO BLVD GRANT ST TRAFFIC SIGNAL, CONSULTANT SERVICES	\$480.00
Remit to: SAN DIEGO, CA					FYTD: \$480.00
GIBA, JEFFERY	237297	07/29/2019	2739 REFUND	2018 CANDIDATE STATEMENT REIMB.	\$317.68
Remit to: MORENO VALLEY, CA					FYTD: \$317.68
GIBBS, GIDEN, LOCHER,TURNER, SENET & WITTBRODT LLP	25426	07/22/2019	245911	LEGAL SERVICES-BOND SAFEGUARD (RANCHO VERDE PARK-EMPIRE LLC)	\$57.00
Remit to: LOS ANGELES, CA					FYTD: \$57.00
GINO MUNOZ PRODUCTIONS	237265	07/29/2019	009	WILDFIRE BAND PERFORMANCE FOR MOVAL ROCKS CONCERT ON 7/26/19	\$1,200.00
Remit to: GLENDORA, CA					FYTD: \$1,200.00

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GONG ENTERPRISES, INC.	25427	07/22/2019	7894	PLAN CHECK SVCS-STREET/SD-PEN18-0090	\$2,700.00
		07/22/2019	7893	PLAN CHECK SVCS-DRAINAGE REPORT-PEN18-0090	
		07/22/2019	7892	PLAN CHECK SVCS-PEN18-0090	
Remit to: HUNTINGTON BEACH, CA					<u>FYTD:</u> \$2,700.00
GONZALEZ, ANDREA BENITEZ	237298	07/29/2019	R19-136118	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
GORDILLO, ORALIA	237299	07/29/2019	2000946.047	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
GOVINVEST, INC.	25479	07/29/2019	2622	GASB 75 REPORT (1)	\$3,000.00
Remit to: TORRANCE, CA					<u>FYTD:</u> \$3,000.00
GRAVES & KING, LLP	25428	07/22/2019	1905-0010233-02	LEGAL SERVICES-CLAIM 0010233	\$2,134.00
		07/29/2019	1906-0010166-02	LEGAL SERVICES-CLAIM MV 0010166	\$7,916.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$35,122.49
GUAN, SHI QIAO	237069	07/01/2019	BOC19-0113	REFUND ON CANCELLED BUILDING PERMIT	\$459.84
Remit to: LA PUENTE, CA					<u>FYTD:</u> \$459.84
GUAN, SHI QIAO	237300	07/29/2019	BSR19-0023	REFUND SB 1473 FEE CHARGED IN ERROR-BUILDING PERMIT	\$1.00
		07/29/2019	BSR19-0024	REFUND SB 1473 FEE CHARGED IN ERROR-BUILDING PERMIT	\$1.00
Remit to: LA PUENTE, CA					<u>FYTD:</u> \$2.00
GUARDIAN ROOFS ENERGY SOLUTIONS	237070	07/01/2019	BOR19-0051	REFUND ON CANCELLED BUILDING PERMIT	\$131.52
Remit to: ORANGE, CA					<u>FYTD:</u> \$131.52

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GUTIERREZ, APRIL	237248	07/22/2019	BFR19-0100	REFUND OVER-ASSESSED FEES-BUILDING PERMIT	\$4,470.52
Remit to: MORENO VALLEY, CA					FYTD: \$4,470.52
GUTIERREZ, YXSTIAN	237050	07/01/2019	6/16 - 6/23/19	TRAVEL REIMB.-MEALS & TRANSPORTATION DURING NALEO ANNUAL CONF.	\$355.12
		07/01/2019	6/27 - 6/30/19	TRAVEL REIMB.-AIRPORT PARKING, MEALS & UBER-CONFERENCE OF MAYORS	
	237281	07/29/2019	7/13 - 7/17/19	TRAVEL REIMB.-MEALS & AIRPORT PARKING/BLOOMBERG CITY LEADERSHIP	\$176.77
	237302	07/29/2019	2739 REFUND	2018 CANDIDATE STATEMENT REIMB.	\$321.68
Remit to: MORENO VALLEY, CA					FYTD: \$853.57
HABITAT FOR HUMANITY RIVERSIDE	25293	07/01/2019	ABWK SFH-16	HOME-A BRUSH WITH KINDNESS PROGRAM-MAY 2019	\$17,057.48
		07/01/2019	CDBG MV1819-11	CDBG-A BRUSH WITH KINDNESS PROGRAM-MAY 2019	
		07/01/2019	CHR-16	HOME-CRITICAL HOME REPAIR PROGRAM-MAY 2019	
		07/01/2019	MHR1819-11	MOBILE HOME REPAIR PROGRAM-MAY 2019	
Remit to: RIVERSIDE, CA					FYTD: \$100,206.93
HABITAT RESTORATION SCIENCES, INC	25430	07/22/2019	10219	DETENTION BASIN MAINT SVC-JUNE 2019	\$7,523.00
		07/22/2019	10125	DETENTION BASIN MAINT SVC-APRIL 2019	
		07/22/2019	10044	DETENTION BASIN MAINT SVC-MARCH 2019	
		07/22/2019	10211	DETENTION BASIN MAINT SVC-MAY 2019	
Remit to: VISTA, CA					FYTD: \$7,523.00

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HASCO HEATING AIR CONDITIONING SERVICE COMPANY	25387	07/15/2019	91232	HVAC REPAIR-PUBLIC SAFETY BUILDING	\$2,023.50
		07/15/2019	91233	HVAC REPAIR-PUBLIC SAFETY BUILDING	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,023.50
HDL SOFTWARE LLC	237160	07/15/2019	0014411-IN	BUSINESS LICENSE SOFTWARE HOST CHARGES 7/1/19-6/30/20	\$1,980.00
	237225	07/22/2019	0014576-IN	BUSINESS LICENSE SOFTWARE HOST CHARGES FY19/20	\$15,434.89
Remit to: BREA, CA					<u>FYTD:</u> \$17,414.89
HENDERSON, RHONDA	237144	07/08/2019	R19-137785	ANIMAL SERVICES REFUND-TRAP RENTAL DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00
HERNANDEZ, FRANK	237071	07/01/2019	R19-137335	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: REDLANDS, CA					<u>FYTD:</u> \$75.00
HERRERA, PATRICIA	237303	07/29/2019	2000919.047	WITHDRAW - BASKETBALL CLINIC	\$16.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$16.00
HOLDER, HUNTER	237145	07/08/2019	R19-135991	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSITS FOR 2 KITTENS	\$150.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$150.00
HOLDER, MERIDITH	237304	07/29/2019	R19-136998	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
HOLT JR., LEROY	237305	07/29/2019	2739 REFUND	2018 CANDIDATE STATEMENT REIMB.	\$215.11
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$215.11

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HOSOPO CORPORATION	237072	07/01/2019	BON18-1378	REFUND ON CANCELLED BUILDING PERMIT	\$262.16
Remit to: HEMET, CA					FYTD: \$262.16
HOWELL, WHITNEY	237073	07/01/2019	R19-137146	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MENIFEE, CA					FYTD: \$75.00
HR GREEN PACIFIC INC.	25342	07/08/2019	127125	PLAN CHECK SVCS-PEN 16-004 (PM36150)	\$21,024.75
		07/08/2019	127126	PLAN CHECK SVCS-ENTITLEMENT REVIEWS	
		07/08/2019	127124	PLAN CHECK SVCS-ENCROACHMENT PERMITS	
		07/08/2019	127122	PLAN CHECK SVCS-PEN 17-0014/TR 361621 (2/23-5/24/19)	
		07/08/2019	127127	PLAN CHECK SVCS-PEN 17-0143	
		07/08/2019	127142	PLAN CHECK SVCS-WQMP-THRU 5/24/19	
		07/08/2019	127142	PLAN CHECK SVCS-PEN17-0143	
	25432	07/22/2019	127787	PLAN CHECK SVCS-PEN17-0143	\$22,996.25
		07/22/2019	127785	PLAN CHECK SVCS-TR 24301	
		07/22/2019	127783	PLAN CHECK SVCS-PEN 18-0027-0028	
		07/22/2019	127788	PLAN CHECK SVCS-PEN19-0007/PEN16-0123	
		07/22/2019	127784	PLAN CHECK SVCS-JUNE 2019	
		07/22/2019	127781	PLAN CHECK SVCS-ENCROACHMENT PERMITS	
		07/22/2019	127786	PLAN CHECK SVCS-WQMP-THRU 6/30/19	
Remit to: DES MOINES, IA					FYTD: \$44,021.00
HUGHES NETWORK SYSTEMS, LLC	237226	07/22/2019	B1-344215575	INTERNET SVCS 6/30-7/30/19	\$92.34
Remit to: CHICAGO, IL					FYTD: \$92.34

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
HUNSAKER & ASSOCIATES IRVINE, INC	25433	07/22/2019	19050169	PLAN CHECK SVCS-PEN18-0023	\$8,060.00
		07/22/2019	19050170	PLAN CHECK SVCS-PEN18-0232/0233	
		07/22/2019	19060063	PLAN CHECK SVCS-PEN18-0023	
		07/22/2019	19060065	PLAN CHECK SVCS-PEN18-0232/0233	
Remit to: IRVINE, CA					<u>FYTD:</u> \$8,060.00
IANNICARI, PAMELA	237074	07/01/2019	R19-136989	ANIMAL SERVICES REFUND-TRAP RENTAL DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00
IDJ ENTERPRISES	237191	07/15/2019	BSR18-0067	REFUND SB 1473 FEE CHARGED IN ERROR-BUILDING PERMIT	\$1.00
Remit to: COVINA, CA					<u>FYTD:</u> \$1.00
INDUSTRIAL NORTH AMERICAN PROPERTY X, LLC	237075	07/01/2019	BL#28695 -YR2019	REFUND OF OVER-PAYMENT FOR BL#28695	\$358.38
Remit to: CHICAGO, IL					<u>FYTD:</u> \$358.38
INLAND EMPIRE PROPERTY SERVICE, INC	25388	07/15/2019	19118	WEED ABATEMENT SVCS-APN 481-130-022, 023	\$8,590.00
		07/15/2019	2019102	WEED ABATEMENT-MORRISON PARK	
		07/15/2019	19116	WEED ABATEMENT SVCS-APN 482-021, 022, 023, 024	
		07/15/2019	19115	WEED ABATEMENT SVCS-APN 291-191-007 TO 013, 025 TO 029	
		07/15/2019	19119	WEED ABATEMENT SVCS-APN 482-020-064	
	25481	07/29/2019	19112	NUISANCE ABATEMENT SVCS-APN SINGER ST	\$5,054.94
		07/29/2019	19117	NUISANCE ABATEMENT SVCS-APN DRACAEA	
		07/29/2019	19114	NUISANCE ABATEMENT SVCS-APN SUNNYMEAD	
	07/29/2019	19113	NUISANCE ABATEMENT SVCS-APN VIA APOLINA		
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$13,644.94

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INLAND FOUNDATION ENGINEERING, INC	25434	07/22/2019	18252	HEACOCK CROSSTOWN TIE PROJECT	\$12,435.00
Remit to: SAN JACINTO, CA					<u>FYTD:</u> \$12,435.00
INLAND OVERHEAD DOOR COMPANY	25435	07/22/2019	43903	ROLL UP DOOR REPAIR-FIRE STATION 58	\$344.25
Remit to: COLTON, CA					<u>FYTD:</u> \$344.25
INSIGHT NORTH AMERICA LLC.	237208	07/15/2019	22720A	INVESTMENT MANAGEMENT SVCS-JAN 2019	\$22,494.34
		07/15/2019	22561A	INVESTMENT MANAGEMENT SVCS-OCT 2018	
		07/15/2019	22614A	INVESTMENT MANAGEMENT SVCS-NOV 2018	
		07/15/2019	22928A	INVESTMENT MANAGEMENT SVCS-MAY 2019	
		07/15/2019	22772A	INVESTMENT MANAGEMENT SVCS-FEB 2019	
		07/15/2019	22824A	INVESTMENT MANAGEMENT SVCS-MAR 2019	
		07/15/2019	22667A	INVESTMENT MANAGEMENT SVCS-DEC 2018	
		07/15/2019	22876A	INVESTMENT MANAGEMENT SVCS-APRIL 2019	
Remit to: NEW YORK, NY					<u>FYTD:</u> \$22,494.34
INTERWEST CONSULTING GROUP	25343	07/08/2019	50138	CONSTRUCTION INSPECTION SVCS-MAY 2019	\$15,660.00
Remit to: BOULDER, CO					<u>FYTD:</u> \$15,660.00
JACKSON, COREY	237306	07/29/2019	2739 REFUND	2018 CANDIDATE STATEMENT REIMB.	\$216.36
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$216.36
JOHNSON , TRACY	25294	07/01/2019	JUN-2019	INSTRUCTOR SERVICES - SHITO-RYU KARATE CLASSES	\$302.40
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$302.40
JOHNSON, TEHRISA	237161	07/15/2019	SUMMER 2019	2019 SUMMER AT CITY HALL STUDENT/VENDORS	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00

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JONES JR, FREDERICK	237076	07/01/2019	R19-136311	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$75.00
KB HOME	237077	07/01/2019	BFT19-0157	REFUND FEES CHARGED IN ERROR	\$2,200.50
Remit to: WILDOMAR, CA					<u>FYTD:</u> \$2,200.50
KIM, MICHELLE	237078	07/01/2019	R19-135981	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: NIPOMO, CA					<u>FYTD:</u> \$75.00
KOA CORPORATION	237227	07/22/2019	JB74069x12	ALESSANDRO BLVD-GRANT ST TRAFFIC SIGNAL, CONSULTANT SERVICES	\$332.50
Remit to: MONTEREY PARK, CA					<u>FYTD:</u> \$28,123.28
KONICA MINOLTA BUSINESS SOLUTIONS, USA	25436	07/22/2019	9005750120	COPIER USAGE-MAY 2019	\$865.07
		07/22/2019	9005845225	COPIER USAGE-JUNE 2019	
		07/22/2019	9005658165	COPIER USAGE-APRIL 2019	
Remit to: PASADENA, CA					<u>FYTD:</u> \$865.07
LAKESHORE LEARNING MATERIALS	25437	07/22/2019	339898	AFTER SCHOOL PROGRAM CLASSROOM FURNITURE-RAINBOW RIDGE	\$14,122.77
Remit to: CARSON, CA					<u>FYTD:</u> \$14,122.77

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LANDCARE USA, LLC	25296	07/01/2019	231486	LANDSCAPE MAINT-ZONES 01, 01A, 8 & E7	\$672.88
	25389	07/15/2019	255203	LANDSCAPE MAINT-ZONE A-JUNE 2019	\$12,091.90
		07/15/2019	235225	LANDSCAPE MAINT-CFD #1-JUNE 2019	
	25438	07/22/2019	238682	LANDSCAPE MAINT-ZONES 01, 01A, 8 & E7	\$14,229.56
		07/22/2019	238472	LANDSCAPE MAINT-ZONE 01	
		07/22/2019	235202	LANDSCAPE MAINT-ZONES 01, 01A, 8 & E7	
Remit to: RIVERSIDE, CA					FYTD: \$26,994.34
LATIN NATION BAND, LLC	237051	07/01/2019	INV0518	4TH OF JULY BAND	\$1,400.00
Remit to: COVINA, CA					FYTD: \$1,400.00
LATITUDE GEOGRAPHICS	237163	07/15/2019	INV0011924	GEOCORTEX APPLICATION DEVELOPMENT & IMPLEMENTATION SVCS	\$700.00
Remit to: VICTORIA, BC					FYTD: \$700.00
LEAGUE OF CALIFORNIA CITIES- RIV CNTY DIV	237228	07/22/2019	105150	LOCAL STREETS & ROADS NEEDS ASSESSMENT 2019	\$500.00
Remit to: SACRAMENTO, CA					FYTD: \$500.00
LEAGUE OF CALIFORNIA CITIES- RIVERSIDE COUNTY DIV 1	237025	07/01/2019	7-8-19 MTG.	RIVERSIDE DIV. MEETING/DINNER COST FOR 2 ATTENDEES	\$80.00
	237117	07/08/2019	7-8-19 MTG._2	RIVERSIDE DIV. MEETING - 6 ATTENDEES	\$240.00
Remit to: RIVERSIDE, CA					FYTD: \$320.00
LEIVAS, INC. DBA. LEIVAS LIGHTING	25297	07/01/2019	238279	LANDSCAPE LIGHTING MAINTENANCE-MARCH 2019	\$960.00
Remit to: RIVERSIDE, CA					FYTD: \$960.00

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LENNAR HOMES OF CALIFORNIA INC	237192	07/15/2019	BFT18-0668, 0669	REFUND ON OVER-ASSESSED SB 1473 FEES-BUILDING PERMITS	\$83.00
Remit to: CORONA, CA					<u>FYTD:</u> \$83.00
LES SCHWAB TIRES	237164	07/15/2019	07102019	HIRE A MOVAL GRAD INCENTIVE PROGRAM FY 18/19	\$5,000.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$5,000.00
LEVEL 3 COMMUNICATIONS/FORMERLY TW TELCOM	25344	07/08/2019	81639433	LOCAL/LONG DISTANCE CALLS 6/17-7/16/19	\$5,389.56
		07/08/2019	81639433a	INTERNET & DATA SVCS 6/17-7/16/19	
	25482	07/29/2019	82603863a	INTERNET & DATA SVCS 7/17-8/16/19	\$5,466.07
		07/29/2019	82603863	LOCAL/LONG DISTANCE CALLS 7/17-8/16/19	
Remit to: BROOMFIELD, CO					<u>FYTD:</u> \$10,855.63
LEWIS, ERIC	237207	07/15/2019	6/23 - 6/26/19	MILEAGE REIMBURSEMENT - ITE DISTRICT 6 ANNUAL MEETING	\$381.64
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$381.64
LEXISNEXIS PRACTICE MANAGEMENT	25345	07/08/2019	3092046553	LEGAL RESEARCH TOOLS-MAY 2019	\$2,146.00
		07/08/2019	3091996819	LEGAL RESEARCH TOOLS-APR 2019	
Remit to: CHICAGO, IL					<u>FYTD:</u> \$2,146.00
LIEBERT, CASSIDY, WHITMORE	237026	07/01/2019	1478861	EMPLOYMENT RELATIONS CONSORTIUM MEMBERSHIP 7/1/19-6/30/20	\$4,415.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$4,415.00
LIFE SIGNS, INC.	25298	07/01/2019	B-2026625	LANGUAGE INTERPRETATION SERVICES	\$200.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$200.00

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LILLY, ANA	25299	07/01/2019	00051	GRAPHIC/WEB DESIGN 6/02-06/15/19	\$1,130.06
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,130.06
LOPEZ, HERMAN	237307	07/29/2019	R19-137465	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: ESCONDIDO, CA					<u>FYTD:</u> \$75.00
LORENZO, GINA	237308	07/29/2019	R19-136795	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: SIMI VALLEY, CA					<u>FYTD:</u> \$75.00
LOZA, DAMIEN	237309	07/29/2019	R19-138639	ANIMAL SERVICES REFUND-TRAP RENTAL DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00
LUNDBERG, GEORGINA	237027	07/01/2019	5/6 - 6/19/19	MILEAGE REIMBURSEMENT AND 6/19/19 PARKING DURING FIELD TRIP	\$156.63
	237118	07/08/2019	6/21 - 6/27/19	MILEAGE REIMBURSEMENT	\$51.39
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$208.02

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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
LYONS SECURITY SERVICE, INC	25390	07/15/2019	27087	SECURITY GUARD SVCS-LIBRARY-JUNE 2019	\$15,961.96
		07/15/2019	27084	SECURITY GUARD SVCS-CITY YARD-JUNE 2019	
		07/15/2019	27089	SECURITY GUARD SVCS-MV UTILITY-JUNE 2019	
		07/15/2019	27090	SECURITY GUARD SVCS-CONF & REC CTR-JUNE 2019	
		07/15/2019	27092	SECURITY GUARD SVCS-SENIOR CTR-JUNE 2019	
		07/15/2019	27085	SECURITY GUARD SVCS-COTTONWOOD GOLF CTR SPECIAL EVENTS-JUNE 2019	
		07/15/2019	27083	SECURITY GUARD SVCS-CITY HALL-JUNE 2019	
	25439	07/15/2019	27088	SECURITY GUARD SVCS-TOWNGATE COMM CTR-JUNE 2019	\$877.64
		07/22/2019	26038	SECURITY GUARD SVCS-SKATE PARK-JUNE 2019	
		07/22/2019	27086	SECURITY GUARD SVCS-CONF & REC CTR SPECIAL EVENTS-JUNE 2019	
Remit to: ANAHEIM, CA					FYTD: \$16,839.60
MAGNA, JOSEPH	237079	07/01/2019	BSR18-0053	REFUND SB 1473 FEE CHARGED IN ERROR-BUILDING PERMIT	\$1.00
Remit to: WHITTIER, CA					FYTD: \$1.00
MAILFINANCE, INC. DBA NEOPOST	237148	07/08/2019	N7701173	MAIL MACHINE LEASE 5/27-8/26/19	\$864.55
Remit to: DALLAS, TX					FYTD: \$864.55
MAPLE, KELLY	237146	07/08/2019	R19-136165	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSITS FOR 2 KITTENS	\$150.00
Remit to: RIVERSIDE, CA					FYTD: \$150.00

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MARCH JOINT POWERS AUTHORITY	237229	07/22/2019	48053	GAS CHARGES-M.A.R.B. BUILDING 938-MAY19	\$57.06
		07/22/2019	48050	GAS CHARGES-M.A.R.B. BUILDING 823-MAY19	
	237266	07/29/2019	48104	GAS CHARGES-M.A.R.B. BUILDING 938-JUN19	\$49.08
		07/29/2019	48101	GAS CHARGES-M.A.R.B. BUILDING 823-JUN19	

Remit to: RIVERSIDE, CA

FYTD: \$106.14

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MARIPOSA LANDSCAPES, INC.	25391	07/15/2019	85029	LANDSCAPE MAINT.-SD LMD ZONE 02-JUN. 2019	\$9,428.00

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MARIPOSA LANDSCAPES, INC.	25440	07/22/2019	85039	LANDSCAPE MAINT.-AQUEDUCT/SCE & OLD LAKE DRIVE-JUN19	\$20,247.00
		07/22/2019	85054	LANDSCAPE MAINT.-KITCHING ELECTRIC SUBSTATION-JUN19	
		07/22/2019	85044	LANDSCAPE MAINT.-ELECTRIC SUBSTATION MORENO BEACH-JUN19	
		07/22/2019	85034	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/VANDENBERG TO FAY-JUN19	
		07/22/2019	85043	LANDSCAPE MAINT.-CONFERENCE & REC. CENTER-JUN19	
		07/22/2019	85035	LANDSCAPE MAINT.-NORTH AQUEDUCT-JUN19	
		07/22/2019	85040	LANDSCAPE MAINT.-ANIMAL SHELTER-JUN19	
		07/22/2019	85051	LANDSCAPE MAINT.-ANNEX 1-JUN19	
		07/22/2019	85038	LANDSCAPE MAINT.-SOUTH AQUEDUCT B-JUN19	
		07/22/2019	85037	LANDSCAPE MAINT.-SOUTH AQUEDUCT A-JUN19	
		07/22/2019	85036	LANDSCAPE MAINT.-PAN AM SECTION AQUEDUCT-JUN19	
		07/22/2019	85046	LANDSCAPE MAINT.-PUBLIC SAFETY BUILDING-JUN19	
		07/22/2019	85041	LANDSCAPE MAINT.-MARCH ANNEX BUILDING-JUN19	
		07/22/2019	85052	LANDSCAPE MAINT.-VETERANS MEMORIAL-JUN19	
		07/22/2019	85050	LANDSCAPE MAINT.-CITY HALL-JUN19	
		07/22/2019	85049	LANDSCAPE MAINT.-FIRE STATIONS 2, 6, 48, 58, 65, 91, & 99-JUN19	
		07/22/2019	85048	LANDSCAPE MAINT.-UTILITY FIELD OFFICE-JUN19	
		07/22/2019	85047	LANDSCAPE MAINT.-SENIOR CENTER-JUN19	
		07/22/2019	85045	LANDSCAPE MAINT.-LIBRARY-JUN19	
		07/22/2019	85042	LANDSCAPE MAINT.-CITY YARD-JUN19	
		07/22/2019	85030	LANDSCAPE MAINT.-TOWNGATE COMMUNITY CENTER-JUN19	
		07/22/2019	84602	INSTALLATION OF GROUND COVER AT PUBLIC SAFETY BUILDING	
		07/22/2019	85031	LANDSCAPE MAINT.-TOWNGATE AQUEDUCT BIKEWAY-JUN19	
		07/22/2019	85032	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY/BAY AVE. TO GRAHAM-JUN19	

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MARIPOSA LANDSCAPES, INC.		07/22/2019	85033	LANDSCAPE MAINT.-AQUEDUCT BIKEWAY-DELPHINIUM/PERHAM TO JFK-JUN19	
		07/22/2019	85053	LANDSCAPE MAINT.-CITY YARD SANTIAGO OFFICE-JUN19	
Remit to: IRWINDALE, CA					FYTD: \$29,675.00
MASON, SAM	237028	07/01/2019	JUN-2019	INSTRUCTOR SERVICES-BOXING & KICKBOXING/MUAY THAI CLASSES	\$449.60
Remit to: MORENO VALLEY, CA					FYTD: \$449.60
MAXSUM DEVELOPMENT, LLC	25300	07/01/2019	NEC COTTONWOOD-	ENVIRONMENTAL SERVICES FOR COTTONWOOD AVE. & INDIAN ST. PROJECT	\$13,000.00
Remit to: PASADENA, CA					FYTD: \$13,000.00
MC NETT, TIMOTHY	237080	07/01/2019	R19-136607	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
MCBEAN , MARY	237310	07/29/2019	2739 REFUND	2018 CANDIDATE STATEMENT REIMB.	\$318.68
Remit to: MORENO VALLEY, CA					FYTD: \$318.68
MCBRIDE, JAMES	237311	07/29/2019	C17757	REFUND- ADMIN CITATIONS-OVERPAYMENT	\$100.00
Remit to: MORENO VALLEY, CA					FYTD: \$100.00
MCCAIN TRAFFIC SUPPLY	237029	07/01/2019	INV0241145	TRAFFIC SIGNAL EQUIPMENT	\$15,584.14
		07/01/2019	ORD004512648	TRAFFIC SIGNAL EQUIPMENT	
		07/01/2019	ORD004512527	TRAFFIC SIGNAL EQUIPMENT	
Remit to: VISTA, CA					FYTD: \$365,531.38

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MCCLAIN, MELISSA	25346	07/08/2019	4/9 - 6/27/19	MILEAGE REIMBURSEMENT FOR BUSINESS MEETINGS, TRAINING, & EVENTS	\$792.86
Remit to: APPLE VALLEY, CA					<u>FYTD:</u> \$792.86
MCDANIEL, DEWAYNE	237081	07/01/2019	R19-137154	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
MCKENZIE, GLEN D.	237119	07/08/2019	SUMMER 2019	2019 SUMMER AT CITY HALL STUDENT/VENDORS	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00
MENDOZA, BOBBIE	237312	07/29/2019	MVA040013347	REFUND- PARKING CONTROL FEES-OVERPAYMENT	\$115.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$115.00

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MERCHANTS LANDSCAPE SERVICES INC	25301	07/01/2019	54179	LANDSCAPE EXTRA WORK-MAY19-ZONE 04/INSTALL PLANT MATERIAL-AREA 3	\$18,460.40
		07/01/2019	54313	IRRIGATION REPAIRS-ZONE E-8-MAY 2019 (CAUSED BY CAR ACCIDENT)	
		07/01/2019	54314	IRRIGATION REPAIRS-ZONE 04-MAY 2019	
		07/01/2019	54183	IRRIGATION REPAIRS-ZONE 03 & 03A-MAY 2019	
		07/01/2019	54181	IRRIGATION REPAIRS-ZONE 05-MAY 2019	
		07/01/2019	53821	IRRIGATION REPAIRS-ZONE 04-MAR. 2019	
	25347	07/08/2019	53538	LANDSCAPE EXTRA WORK-ZONE E-8/INSTALLATION OF NEW PLANT MATERIAL	\$22,465.00
	25441	07/22/2019	54361	IRRIGATION REPAIRS-ZONE 04-JUNE 2019	\$9,960.04
		07/22/2019	54362	LANDSCAPE EXTRA WORK-JUN19-ZONE 04/REMOVE EXISTING MEDIAN PLANTS	
		07/22/2019	54360	IRRIGATION REPAIRS-ZONE 03-JUNE 2019	
	07/22/2019	54363	LANDSCAPE EXTRA WORK-JUN19-ZONE 03/INSTALL TREES & REPAIR IRRIG.		
Remit to: MONTEREY PARK, CA					FYTD: \$95,315.27
MEZA, DANIEL	237230	07/22/2019	SUMMER 2019	2019 SUMMER LIBRARY INTERNS	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
MILES, JANIAH	237120	07/08/2019	SUMMER 2019	2019 SUMMER AT CITY HALL STUDENT/VENDORS	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
MILLER SPATIAL SERVICES, LLC	237121	07/08/2019	1636	ARCGIS SERVER UPGRADE SERVICES	\$960.00
Remit to: RIVERSIDE, CA					FYTD: \$960.00

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MIRACLE RECREATION EQUIPMENT	237267	07/29/2019	812997	PLAYGROUND EQUIPMENT FOR PARK	\$4,413.01
		07/29/2019	808187	PLAYGROUND EQUIPMENT PARTS	
Remit to: DALLAS, TX					<u>FYTD:</u> \$4,413.01
MITCHELL 1	237166	07/15/2019	22923921	MITCHELL1 PRO DEMAND SHOP MANAGER SOFTWARE RENEWAL	\$2,874.67
		07/15/2019	23007901	MITCHELL1 MANAGER PLUS SHOPSTREAM SOFTWARE/ADDTL. USER	
Remit to: CHICAGO, IL					<u>FYTD:</u> \$2,874.67
MONROE, JASMINE	237030	07/01/2019	5/6 - 6/1/19	TUITION/EMPLOYEE EDUCATION REIMBURSEMENT	\$1,957.83
Remit to: WILDOMAR, CA					<u>FYTD:</u> \$1,957.83
MONTGOMERY PLUMBING INC	237122	07/08/2019	020519	PLUMBING REPAIR-FIRE STATION 91 HYDRANT RISER REPAIR	\$1,770.00
		07/08/2019	112818	AIR DRYER REGULATOR INSTALLATION AT PUBLIC SAFETY BUILDING	
	237167	07/15/2019	062319	WATER HEATER REPLACEMENT AT SENIOR CENTER	\$13,245.00
		07/15/2019	020419	3-COMPARTMENT SINK FAUCET REPAIR - SENIOR CENTER	
		07/15/2019	061319	PLUMBING REPAIRS-MARCH FIELD PARK COMMUNITY CTR. RESTROOM	
		07/15/2019	061519	PLUMBING REPAIRS-FIRE STATION 58/EMERGENCY LEAK REPAIRS	
		07/15/2019	061719	PLUMBING REPAIRS-FIRE STATION 6/MAIN SEWER BLOCKAGE EMERG. SVC.	
		07/15/2019	060419	PLUMBING REPAIRS-FIRE STATION 48/CLEAR MAIN SEWER LINE	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$15,015.00

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MORENO VALLEY CHAMBER OF COMMERCE	237031	07/01/2019	2019/20	LEADERSHIP MORENO VALLEY PROGRAM TUITION & FEES- E. GREEN	\$650.00
	237168	07/15/2019	6439	WAKE-UP MV MEETING ATTENDANCE-12/19/18	\$240.00
		07/15/2019	6594	WAKE-UP MV MEETING ATTENDANCE-5/22/19	
	237193	07/15/2019	2000905.047	RENTAL REFUND BALANCE	\$53.50
Remit to: MORENO VALLEY, CA					FYTD: \$943.50
MORENO VALLEY TOW & RADIATOR	237032	07/01/2019	19-07287	EVIDENCE TOWING FOR PD	\$218.00
	237268	07/29/2019	7524	EVIDENCE TOWING FOR PD	\$218.00
Remit to: MORENO VALLEY, CA					FYTD: \$436.00
MORENO VALLEY UNIFIED SCHOOL DISTRICT	237123	07/08/2019	INV19-00458	JUN-2019 TRANSPORTATION CHARGES-A CHILD'S PLACE PROGRAM	\$2,145.00
Remit to: MORENO VALLEY, CA					FYTD: \$2,145.00
MORIN, RONALD	237082	07/01/2019	C17940	REFUND-ADMIN CITATION-OVER PAYMENT	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
MORNING OPTIMIST CLUB OF MORENO VALLEY	237052	07/01/2019	2222019	4TH OF JULY VENDOR	\$500.00
Remit to: MORENO VALLEY, CA					FYTD: \$500.00
MOSS, IDANY	237194	07/15/2019	R19-137068,13587	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT FOR 2 KITTENS	\$150.00
Remit to: RIVERSIDE, CA					FYTD: \$150.00
MOTOPOST USA	237033	07/01/2019	147748	UNIFORM ITEMS FOR PD TRAFFIC OFFICERS	\$324.22
Remit to: SAN MARCOS, CA					FYTD: \$324.22

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MOVAL ENTERPRISES INC. DBA MARINAJ BANQUETS	237034	07/01/2019	JULY 3 EVENT	SISTER CITY DELEGATION RECEPTION	\$2,531.63
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$2,531.63
MULLEN, TROY	237035	07/01/2019	060919	SPORTS OFFICIATING SERVICES-SOFTBALL	\$84.00
		07/01/2019	062319	SPORTS OFFICIATING SERVICES-SOFTBALL	
	237125	07/08/2019	063019	SPORTS OFFICIATING SERVICES-SOFTBALL	\$42.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$126.00
MUSICSTAR	237036	07/01/2019	JUN-2019	INSTRUCTOR SERVICES-ROBOTICS & VIDEO GAME DESIGN CAMPS	\$1,000.80
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,000.80
MWI ANIMAL HEALTH	237270	07/29/2019	18184813	ANIMAL MEDICAL SUPPLIES	\$1,163.05
Remit to: BOISE, ID					<u>FYTD:</u> \$1,163.05
NATURES IMAGE, INC.	25393	07/15/2019	19-02-267	WATER QUALITY BASIN LANDSCAPE/IRRIGATION MAINT.-JUN 2019	\$7,332.00
Remit to: LAKE FOREST, CA					<u>FYTD:</u> \$7,332.00
NAVA, MICHAEL	237195	07/15/2019	R19-133324	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSITS FOR 2 PUPPIES	\$150.00
Remit to: INDIO, CA					<u>FYTD:</u> \$150.00
NBS GOVERNMENT FINANCE GROUP	25303	07/01/2019	619000088	CONSULTING SERVICES-BOUNDARY MAP PREPARATION	\$800.00
		07/01/2019	619000087	CONSULTING SERVICES-BOUNDARY MAP PREPARATION	
	25442	07/22/2019	219000465	CONSULTANT SERVICES-COST ALLOCATION PLAN UPDATE	\$1,790.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$2,590.00

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NENG, LIANG ZHOU	237196	07/15/2019	BSR18-0055	REFUND SB 1473 FEE CHARGED IN ERROR-BUILDING PERMIT	\$1.00
Remit to: ALHAMBRA, CA					<u>FYTD:</u> \$1.00
NERIS, KAREN	237313	07/29/2019	2000936.047	PICNIC SHELTER REFUND - CELEBRATION PARK	\$33.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$33.60
NEVINS, PATRICIA	237271	07/29/2019	SPRING 2019	TUITION/EMPLOYEE EDUCATION REIMBURSEMENT	\$2,000.00
Remit to: YUCAIPA, CA					<u>FYTD:</u> \$2,000.00
NGUYEN, CLEMENT BA DUONG	25348	07/08/2019	JUN-2019	INSTRUCTOR SERVICES-VOVINAM MARTIAL ARTS CLASSES	\$382.20
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$382.20
NINYO & MOORE GEOTECHNICAL	25394	07/15/2019	228822	GEOTECHNICAL CONSULTANT SERVICES-ALESSANDRO CROSSTOWN TIE PROJ.	\$4,882.25
	25443	07/22/2019	228815	CITYWIDE PAVEMENT REHAB PROGRAM, CONSULTANT SERVICES	\$1,215.25
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$6,097.50
NOLLAR, JANICE	237053	07/01/2019	7/7 - 7/10/19	TRAVEL PER DIEM, MILEAGE & PARKING-2019 ESRI INTL. USER CONF.	\$495.10
Remit to: REDLANDS, CA					<u>FYTD:</u> \$495.10
NORDINE, DONALD	237197	07/15/2019	BSR18-0060	REFUND SB 1473 FEE CHARGED IN ERROR-BUILDING PERMIT	\$1.00
Remit to: LA MIRADA, CA					<u>FYTD:</u> \$1.00
OLKO, JEANNETTE	237142	07/08/2019	7/16 - 7/18/19	TRAVEL PER DIEM & PARKING FOR CALIFORNIA ENERGY SUMMIT 2019	\$170.50
Remit to: BEAUMONT, CA					<u>FYTD:</u> \$170.50

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OROZCO, CONSUELO	237083	07/01/2019	BSR19-0019	REFUND SB 1473 FEE CHARGED IN ERROR-BUILDING PERMIT	\$1.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1.00
OVERLAND PACIFIC & CUTLER, LLC	25444	07/22/2019	1906168	RIGHT OF WAY CONSULTING SERVICES	\$262.50
Remit to: LONG BEACH, CA					<u>FYTD:</u> \$262.50
PACHECO, MONICA	237314	07/29/2019	R19-135144	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00
PACIFIC PRODUCTS & SERVICES, INC	237126	07/08/2019	25162	SIGN POST ANCHORS	\$280.15
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$280.15
PACIFIC TELEMAGEMENT SERVICES	25349	07/08/2019	2020908	PAY PHONE SERVICES-JUL19	\$187.92
Remit to: SAN RAMON, CA					<u>FYTD:</u> \$187.92
PAINTING BY ZEB BODE	25304	07/01/2019	06242019	PAINTING AT MARCH COMMUNITY CENTER	\$1,950.00
	25350	07/08/2019	06102019-RED MPL	PAINTING SERVICES-RED MAPLE PORTABLE	\$5,172.00
		07/08/2019	06102019-RAINBOW	PAINTING SERVICES-RAINBOW RIDGE PORTABLE	
	25484	07/29/2019	07112019	INSTALLED BASE COVERS ON PARKING LOT LIGHTS-MORENO VALLEY COMMUNITY PARK SOCCER PROJECT	\$240.00
Remit to: NORCO, CA					<u>FYTD:</u> \$7,362.00
PALACIOS, ANDREA	237326	07/29/2019	FALL 2018	TUITION/EMPLOYEE EDUCATION REIMBURSEMENT	\$2,000.00
Remit to: SAN JACINTO, CA					<u>FYTD:</u> \$2,000.00

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PEDLEY SQUARE VETERINARY CLINIC	25305	07/01/2019	MAY-2019	VETERINARY SERVICES-MV ANIMAL SHELTER	\$14,174.10
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$14,174.10
PENN, DEBRA	237084	07/01/2019	R19-134637	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00
PERCEPTIVE ENTERPRISES, INC.	25352	07/08/2019	3528	PROFESSIONAL DBE CONSULTING SERVICES	\$840.00
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$840.00
PERMA	25306	07/01/2019 07/01/2019	POLICY ASSESSMNT MV1916-SETTLEMNT	GENERAL LIABILITY PROGRAM 1986-87 LIABILITY CLAIM SETTLEMENT-MV1916-M. RIOS	\$23,689.00
Remit to: PALM DESERT, CA					<u>FYTD:</u> \$78,329.58
PETTY CASH - FINANCE	237178	07/15/2019	JUN 2019	PETTY CASH FUND REPLENISHMENT	\$1,192.96
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1,192.96
PINEDA, ROMAN	237198	07/15/2019	R19-136904	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00
PINEDA, SYLVIA	237249	07/22/2019	R19-136894	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$75.00
POP VINYL LLC	237054	07/01/2019	JULY 4TH EVENT	4TH OF JULY BAND	\$3,200.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$3,200.00

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PROFESSIONAL COMMUNICATIONS NETWORK PCN	237127	07/08/2019	155900232	LIVE ANSWERING SERVICE FOR ROTATIONAL TOW PROGRAM	\$498.06
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$498.06

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PRUDENTIAL OVERALL SUPPLY	25307	07/01/2019	22807430	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	\$740.04
		07/01/2019	22814634	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		07/01/2019	22810922	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		07/01/2019	22807437	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		07/01/2019	22818223	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		07/01/2019	22814640	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		07/01/2019	22818224	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		07/01/2019	22807431	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		07/01/2019	22807436	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		07/01/2019	22810921	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		07/01/2019	22810926	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		07/01/2019	22807435	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		07/01/2019	22818222	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		07/01/2019	22818217	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		07/01/2019	22818226	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		07/01/2019	22814639	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		07/01/2019	22814635	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		07/01/2019	22810927	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	
		07/01/2019	22807439	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	

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PRUDENTIAL OVERALL SUPPLY		07/01/2019	22814641	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
		07/01/2019	22818218	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		07/01/2019	22810930	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		07/01/2019	22814643	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		07/01/2019	22810928	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
	25353	07/08/2019	22814637	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	\$63.22
		07/08/2019	22818219	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		07/08/2019	22814636	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		07/08/2019	22818220	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	

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PRUDENTIAL OVERALL SUPPLY	25446	07/22/2019	22807428	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	\$418.14
		07/22/2019	22822222	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		07/22/2019	22818215	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		07/22/2019	22818216	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		07/22/2019	22818221	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		07/22/2019	22822223	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		07/22/2019	22822228	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		07/22/2019	22807434	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		07/22/2019	22808064	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		07/22/2019	22815263	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		07/22/2019	22808065	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		07/22/2019	22810919	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		07/22/2019	22810925	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		07/22/2019	22811665	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		07/22/2019	22810920	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		07/22/2019	22803846	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		07/22/2019	21029579	CREDIT INVOICE TO CORRECT PRIOR UNIFORM RENTAL CHGS FOR Y JUMAIL	
		07/22/2019	21029857	CREDIT INVOICE TO CORRECT UNIFORM RENTAL INV. 22763614/A. MURIC	



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PRUDENTIAL OVERALL SUPPLY		07/22/2019	22803836	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		07/22/2019	22815262	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		07/22/2019	22804459	UNIFORM RENTAL & LAUNDERING SVC.-FACILITIES MAINT. STAFF	
		07/22/2019	21030271	CREDIT INVOICE TO CORRECT PRIOR UNIFORM RENTAL CHGS. FOR T SILVA	
		07/22/2019	22803837	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		07/22/2019	21029858	CREDIT INVOICE TO CORRECT UNIFORM RENTAL INV. 22760001/A. MURIC	
		07/22/2019	22803842	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	
		07/22/2019	22804460	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		07/22/2019	22807438	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		07/22/2019	22822232	UNIFORM RENTAL & LAUNDERING SVC.-PARKS MAINT. STAFF	
		07/22/2019	22811666	UNIFORM RENTAL & LAUNDERING SVC.-LIBRARY SECURITY GUARD STAFF	
		07/22/2019	22807429	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		07/22/2019	22814632	UNIFORM RENTAL & LAUNDERING SVC.-CITY YARD SECURITY GUARD STAFF	
		07/22/2019	22814633	UNIFORM RENTAL & LAUNDERING SVC.-PURCHASING STAFF STOREKEEPER	
		07/22/2019	22814638	UNIFORM RENTAL & LAUNDERING SVC.-CFD #1 STAFF	

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PRUDENTIAL OVERALL SUPPLY	25485	07/29/2019	22822230	UNIFORM RENTAL & LAUNDERING SVC.-CONCRETE MAINT. STAFF	\$253.29
		07/29/2019	22822226	UNIFORM RENTAL & LAUNDERING SVC.-SIGNS & STRIPING STAFF	
		07/29/2019	22822227	UNIFORM RENTAL & LAUNDERING SVC.-TRAFFIC SIGNAL MAINT. STAFF	
		07/29/2019	22822233	UNIFORM RENTAL & LAUNDERING SVC.-TREE MAINT. STAFF	
		07/29/2019	22822224	UNIFORM RENTAL & LAUNDERING SVC.-VEHICLE/EQUIPMENT MAINT. STAFF	
		07/29/2019	22822229	UNIFORM RENTAL & LAUNDERING SVC.-STREET SWEEPING STAFF	
		07/29/2019	22822225	UNIFORM RENTAL & LAUNDERING SVC.-STREET MAINT. STAFF	
		07/29/2019	22822231	UNIFORM RENTAL & LAUNDERING SVC.-GRAFFITI REMOVAL STAFF	
Remit to: RIVERSIDE, CA					FYTD: \$1,474.69
QUEZADA, MARIO	237085	07/01/2019	R19-135985	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
RABAGO, SILVIA	237315	07/29/2019	MVA020025034	REFUND- PARKING CONTROL FEES-VIOLATION DISMISSED	\$57.50
Remit to: RIVERSIDE, CA					FYTD: \$57.50
RACEWAY FORD	237102	07/01/2019	JULY 4TH EVENT	VEHICLE FOR 4TH OF JULY PARADE	\$250.00
Remit to: RIVERSIDE, CA					FYTD: \$250.00
RAINBOW MASSAGE	237199	07/15/2019	BOO18-0236	REFUND SB 1473 FEE CHARGED IN ERROR-BUILDING PERMIT	\$1.00
Remit to: MORENO VALLEY, CA					FYTD: \$1.00
RAMOS, DEBORAH	237316	07/29/2019	R19-138693	ANIMAL SERVICES REFUND-TRAP RENTAL DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					FYTD: \$50.00

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RANCHO BELAGO DANCE COMPANY	25308	07/01/2019	JUN-2019	INSTRUCTOR SERVICES-DANCE CLASSES	\$73.60
Remit to: MORENO VALLEY, CA					FYTD: \$73.60
RCCD FOUNDATION	237231	07/22/2019	10-3-19 EVENT	2019 INAUGURAL PRESIDENT'S DINNER	\$1,000.00
Remit to: RIVERSIDE, CA					FYTD: \$1,000.00
READY REFRESH BY NESTLE	25447	07/22/2019	09F0035449305	BOTTLED WATER/COOLER RENTAL-CREEKSIDE ELEMENTARY/CHILD CARE	\$55.34
		07/22/2019	09F0035449180	BOTTLED WATER/COOLER RENTAL-ARMADA ELEMENTARY/CHILD CARE	
		07/22/2019	09E0035449420	BOTTLED WATER/COOLER RENTAL-RAINBOW RIDGE ELEMENTARY/CHILD CARE	
		07/22/2019	09E0035449404	BOTTLED WATER SVC.-SUNNYMEAD ELEMENTARY/CHILD CARE	
		07/22/2019	09E0035449305	BOTTLED WATER/COOLER RENTAL-CREEKSIDE ELEMENTARY/CHILD CARE	
		07/22/2019	09E0035449180	BOTTLED WATER/COOLER RENTAL-ARMADA ELEMENTARY/CHILD CARE	
		07/22/2019	09F0035449420	BOTTLED WATER/COOLER RENTAL-RAINBOW RIDGE ELEMENTARY/CHILD CARE	
Remit to: LOUISVILLE, KY					FYTD: \$55.34
RECON ENVIRONMENTAL, INC.	237170	07/15/2019	60449	CONSULTANT SERVICES REGARDING CEQA RULES/PROCEDURES	\$14,517.08
Remit to: SAN DIEGO, CA					FYTD: \$14,517.08
REGALADO, BLANCA E	25355	07/08/2019	JUN-2019	INSTRUCTOR SERVICES-FOLKLORIC DANCE ADULT & YOUTH CLASSES	\$336.00
Remit to: MORENO VALLEY, CA					FYTD: \$336.00

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REPUBLIC MASTER CHEFS TEXTILE RENTAL SERVICE	25309	07/01/2019	12668701	LINENS RENTAL FOR CRC BALLROOM	\$23.00
	25448	07/22/2019	S762731	LINENS RENTAL FOR SPECIAL EVENTS AT CRC	\$215.36
		07/22/2019	12592526	LINENS RENTAL FOR CRC BALLROOM	
		07/22/2019	12546634	LINENS RENTAL FOR CRC BALLROOM	
Remit to: LOS ANGELES, CA					FYTD: \$238.36
RESCUE ROOTER	237086	07/01/2019	BOW19-0109	REFUND ON CANCELLED BUILDING PERMIT	\$55.52
Remit to: RIVERSIDE, CA					FYTD: \$55.52
REZA, DARLENE	237087	07/01/2019	2000881.047	COTTONWOOD GOLF CTR. RENTAL REFUND	\$200.00
Remit to: MORENO VALLEY, CA					FYTD: \$200.00
RHYTHM TECH PRODUCTIONS	25310	07/01/2019	JULY 4TH EVENT	INVOICES FOR 4TH OF JULY BANDS/SERVICES	\$17,910.98
		07/01/2019	1080	SOUND EQUIPMENT-CONF & REC CTR.	
Remit to: CALIMESA, CA					FYTD: \$17,910.98
RICHARDSON, LETITIA	237088	07/01/2019	R19-135971	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MORENO VALLEY, CA					FYTD: \$75.00
RIGHTIME HOME SERVICES	237200	07/15/2019	BOM18-0518, 0519	REFUND ON OVER-ASSESSED SB 1473 FEES-BUILDING PERMITS	\$254.00
Remit to: MEMPHIS, TN					FYTD: \$254.00
RIGHTWAY SITE SERVICES, INC.	237037	07/01/2019	249671	PORTABLE RESTROOMS RENTAL-MAINT. & OPS. DIVISION	\$206.30
	237272	07/29/2019	249476 / 249077	PORTABLE RESTROOM RENTAL DURING FIRE STATION 2 MAINTENANCE	\$830.60
Remit to: LAKE ELSINORE, CA					FYTD: \$1,036.90

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RIVERSIDE COUNTY DEPARTMENT OF HEALTH	237232	07/22/2019	HS0000006310	FRA RABIES TESTING @ PUBLIC HEALTH LAB	\$250.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$250.00
RIVERSIDE COUNTY HABITAT CONSERVATION	237171	07/15/2019	2ND QTR 2019	STEPHEN'S KANGAROO RAT MITIGATION FEES FOR QTR ENDING 6/30/19	\$18,443.50
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$18,443.50
RIVERSIDE MEDICAL CLINIC	25356	07/08/2019	400007809 06/15	EMPLOYEE TREATMENT/REPORT	\$150.00
	25486	07/29/2019	PAT. 225238542	HEALTH INSURANCE CLAIM-J. BARNES/FIRST AID TREATMENT 4/15/19	\$275.00
		07/29/2019	PAT. 225362452	HEALTH INSURANCE CLAIM-J. BARNES/FIRST AID TREATMENT 4/22/19	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$425.00
RIVERSIDE UNIVERSITY HEALTH SYSTEMS - MEDICAL CTR	25449	07/22/2019	1144	SART EXAMS BILLING FOR PD - JUNE 2019	\$3,600.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$3,600.00
ROCHA, ADOLFO	237089	07/01/2019	C15828	REFUND-ADMIN CITATION-OVER PAYMENT	\$200.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$200.00
ROLLIE'S CONSTRUCTION CORP	237201	07/15/2019	BFT18-0742	REFUND ON OVER-ASSESSED SB 1473 FEES-BUILDING PERMIT	\$1.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$1.00
ROSENDALE, KELSEY	237090	07/01/2019	R19-136723	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: TEMECULA, CA					<u>FYTD:</u> \$75.00

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ROSS, LANA	237091	07/01/2019	R19-137601, 602	ANIMAL SERVICES REFUND-PAID LICENSE FEE TWICE ONLINE FOR 2 DOGS	\$30.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$30.00
ROTO-ROOTER PLUMBERS	25357	07/08/2019	IE300969	PLUMBING REPAIR-CLEARED MAIN LINE/INSPECTION-CELEBRATION PARK	\$259.99
Remit to: RANCHO CUCAMONGA, CA					<u>FYTD:</u> \$259.99
RS CONSTRUCTION SERVICES	25487	07/29/2019	190	INTERIOR ADA IMPROVEMENTS PROJECT-CONFERENCE & REC. CENTER	\$24,543.25
Remit to: UPLAND, CA					<u>FYTD:</u> \$74,494.25
RSG, INC	25450	07/22/2019	I004908	AFFORDABLE HOUSING COMPLIANCE MONITORING SERVICES-JUN19	\$3,211.25
Remit to: IRVINE, CA					<u>FYTD:</u> \$3,211.25
RUIZ, OMAR	237092	07/01/2019	MVA050009796	PARKING CONTROL FEES-OVER PAYMENT	\$57.00
Remit to: SAN DIEGO, CA					<u>FYTD:</u> \$57.00
S & S WORLDWIDE	237128	07/08/2019	IN100152180	MEGA SUPPLY CABINET FOR RED MAPLE	\$1,043.50
Remit to: COLCHESTER, CT					<u>FYTD:</u> \$1,043.50
SAFEWAY SIGN CO.	25359	07/08/2019	15234 EI	TRAFFIC SIGNS/HARDWARE	\$1,026.88
Remit to: ADELANTO, CA					<u>FYTD:</u> \$1,026.88

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SALVATION ARMY	25360	07/08/2019	7 / MAY12-JUN8	CDBG SUBGRANTEE PAYMENT-HOMELESS TO WORK PROGRAM	\$4,245.27
		07/08/2019	6 / APR15-MAY11	CDBG SUBGRANTEE PAYMENT-HOMELESS TO WORK PROGRAM	
	25396	07/15/2019	1 / JUL18-APR19	CDBG SUBGRANTEE PAYMENT-FY 18/19 FOOD PANTRY PROGRAM	\$10,000.00
		25488	07/29/2019	8 / JUN10-JUL6	CDBG SUBGRANTEE PAYMENT-HOMELESS TO WORK PROGRAM
	07/29/2019		ESG1819_6/MAY-19	SUBGRANTEE PAYMENT-ESG/HOMELESS TO WORK PROGRAM	
	07/29/2019		ESG1819_7/JUN-19	SUBGRANTEE PAYMENT-ESG/HOMELESS TO WORK PROGRAM	
			07/29/2019	ESG1819_8/JUL-19	SUBGRANTEE PAYMENT-ESG/HOMELESS TO WORK PROGRAM
Remit to: MORENO VALLEY, CA					FYTD: \$33,809.07
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP	25451	07/22/2019	102668	FM 200 SYSTEM & SPRINKLER TESTING AT THE EOC	\$650.00
		07/22/2019	102669	SERVICE/TEST HALON SYSTEM AT PSB	
	25489	07/29/2019	102832	FIRE HYDRANT WATER FLOW TESTING-PUBLIC SAFETY BUILDING	\$300.00
Remit to: SAN BERNARDINO, CA					FYTD: \$950.00
SANCHEZ, KARENA MAYTE	237129	07/08/2019	SUMMER 2019	2019 SUMMER AT CITY HALL STUDENT/VENDORS	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
SCAG-SOUTHERN CALIFORNIA ASSOC. OF GOVERNMENTS	237172	07/15/2019	FY 2019-20	SCAG ANNUAL DUES ASSESSMENT FOR FISCAL YEAR 2019-20	\$20,428.00
Remit to: PASADENA, CA					FYTD: \$20,428.00
SCHIEFELBEIN, LORI C.	25490	07/29/2019	062019	CONSULTANT SERVICES-ROTATIONAL TOW SERVICE PROGRAM-JUN 2019	\$780.00
Remit to: BULLHEAD CITY, AZ					FYTD: \$780.00

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SCMAF - INLAND VALLEY	237038	07/01/2019	7741	INSURANCE FOR CONTRACT CLASSES-JUN 2019	\$488.30
	237273	07/29/2019	7548	INSURANCE FOR CONTRACT CLASSES-FEB 2019	\$406.60
Remit to: EL MONTE, CA					<u>FYTD:</u> \$894.90
SECURITY LOCK & KEY	25452	07/22/2019	29667	LOCK REPAIRS-CONFERENCE & REC. CENTER STORAGE ROOM CYLINDERS	\$1,318.79
		07/22/2019	29798	LOCK REPAIRS-CONFERENCE & REC. CENTER RESTROOM PRIVACY LOCK	
		07/22/2019	29765	LOCK REPAIRS-CONFERENCE & REC. CENTER OFFICE ENTRY DOOR LEVER	
		07/22/2019	29754	DUPLICATE KEYS FOR PARKS & COMMUNITY SVCS. STAFF	
		07/22/2019	29742	LOCK REPAIRS-EMPLOYMENT RESOURCE CENTER FRONT DOOR	
		07/22/2019	29640	LOCK REPAIR/SERVICES FOR PARKS	
		07/22/2019	29627	LOCK REPAIR/SERVICES FOR PARKS	
		07/22/2019	29751	LOCK REPAIRS-SENIOR CENTER DOUBLE DOOR PANIC BAR LOCK	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$1,318.79
SEVILLA, MICHAEL	237093	07/01/2019	BSR18-0069	REFUND SB 1473 FEE CHARGED IN ERROR-BUILDING PERMIT	\$1.00
Remit to: CANYON LAKE, CA					<u>FYTD:</u> \$1.00
SHERIFF STATION EXPLORERS	237209	07/18/2019	9	TUITION FOR 15 EXPLORERS FOR ACADEMY STARTING 7/22/19 & POST FEE	\$2,925.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$2,925.00
SIGNS BY TOMORROW	25361	07/08/2019	23576	UPDATE & INSTALLATION OF PUBLIC HEARING SIGN	\$303.75
Remit to: MURRIETA, CA					<u>FYTD:</u> \$303.75

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SILVER TIGER PRODUCTION	237233	07/22/2019	015	GROOVE KITTY BAND PERFORMANCE FOR MOVAL ROCKS CONCERT ON 7/19/19	\$1,200.00
Remit to: LA MESA, CA					<u>FYTD:</u> \$1,200.00
SIMPLE RESTORATION INC	237094	07/01/2019	BSR18-0046	REFUND SB 1473 FEE CHARGED IN ERROR-BUILDING PERMIT	\$1.00
Remit to: ONTARIO, CA					<u>FYTD:</u> \$1.00
SIOR INLAND EMPIRE & ORANGE COUNTY CHAPTER	237130	07/08/2019	2019 SPONSOR	ANNUAL SPONSORSHIP RENEWAL FOR 2019	\$2,500.00
Remit to: LAGUNA HILLS, CA					<u>FYTD:</u> \$2,500.00
SKY PUBLISHING	25311	07/01/2019	19_4_112	FULL PAGE AD ON CITY FINANCIAL NEWS-YOUR VILLA MAGAZINE/ISSUE 4	\$1,600.00
	25362	07/08/2019	19_6_122	1/2 PAGE ADVERTISEMENT-YOUR VILLA MAGAZINE/2019 ISSUE 4	\$1,000.00
	25491	07/29/2019	19_4_059	FULL PAGE MAGAZINE AD-FLOOD PLAIN MGMT. PUBLIC SERVICE MESSAGE	\$1,650.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$4,250.00
SMITH, NICOLE	237095	07/01/2019	2000885.047	4TH OF JULY VENDOR REFUND	\$162.50
Remit to: ONTARIO, CA					<u>FYTD:</u> \$162.50
SOLCIUS LLC	237202	07/15/2019	REFUNDSB1473FEES	REFUND ON OVER-ASSESSED SB 1473 FEES-BUILDING PERMITS	\$6.00
Remit to: PROVO, UT					<u>FYTD:</u> \$6.00
SOMMARS, RONALD	237203	07/15/2019	R19-136408	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$95.00
SORIBELLO, CHLOE ANN	237131	07/08/2019	SUMMER 2019	2019 SUMMER AT CITY HALL STUDENT/VENDORS	\$300.00
Remit to: PERRIS, CA					<u>FYTD:</u> \$300.00

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SOUTHERN CALIFORNIA EDISON	237039	07/01/2019	MAY-19 7/1/19	ELECTRICITY CHARGES	\$2,236.79
		07/01/2019	JUN-19 7/1/19	ELECTRICITY CHARGES	
	237132	07/08/2019	JUN-19 7/8/19	ELECTRICITY CHARGES	\$6,423.53
	237274	07/29/2019	JUN-19 7/29/19	ELECTRICITY CHARGES	\$1,142.44
Remit to: ROSEMEAD, CA					FYTD: \$285,760.70
SOUTHERN CALIFORNIA GAS CO.	237235	07/22/2019	JUN-2019	GAS CHARGES	\$3,422.78
Remit to: MONTEREY PARK, CA					FYTD: \$3,422.78
SOUTHERN PET SUPPLIES	25312	07/01/2019	9797	PET SUPPLIES-ASSORTED COLLARS & NYLON LEADS	\$388.10
	25492	07/29/2019	9807	PET SUPPLIES-ASSORTED COLLARS & NYLON LEADS	\$660.90
Remit to: SAN DIEGO, CA					FYTD: \$1,049.00
SPRINT	237236	07/22/2019	LCI-317615	GPS/CELLULAR PINGS FOR PD	\$100.00
Remit to: KANSAS CITY, MO					FYTD: \$100.00
SSD ALARM FORMERLY PACIFIC ALARM SERVICE, INC	25313	07/01/2019	R 147963	ALARM SYSTEM RENT/SVC./MONITORING-KITCHING SUBSTATION-JUN19	\$1,033.00
		07/01/2019	R 147964	ALARM SYSTEM RENT/SVC./MONITORING-MOVAL SUBSTATION-JUN19	
		07/01/2019	R 147296	ALARM SYSTEM RENT/SVC./MONITORING-MOVAL SUBSTATION-MAY19	
		07/01/2019	R 147295	ALARM SYSTEM RENT/SVC./MONITORING-KITCHING SUBSTATION-MAY19	
Remit to: BEAUMONT, CA					FYTD: \$1,033.00
STANDARD INSURANCE CO	237040	07/01/2019	190701	EMPLOYEE SUPPLEMENTAL INSURANCE	\$1,232.68
Remit to: PORTLAND, OR					FYTD: \$1,232.68

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STATE BOARD OF EQUALIZATION	237276	07/29/2019	2ND QTR 2019	ACCT# 31-000177 ELECTRICAL ENERGY SURCHARGE RETURN/APR-JUN 2019	\$12,820.98
Remit to: SACRAMENTO, CA					FYTD: \$12,820.98
STATE BOARD OF EQUALIZATION 1	25575	07/30/2019	2ND QTR 2019	SALES & USE TAX REPORT FOR THE QUARTER ENDING 6/30/19	\$1,819.00
Remit to: SACRAMENTO, CA					FYTD: \$1,819.00
STATE OF CALIFORNIA DEPT. OF JUSTICE	237041	07/01/2019	365470 (BL)	FINGERPRINTING SERVICES-BUSINESS LICENSE RELATED-MAR19	\$1,667.00
		07/01/2019	365470 (PCS)	FINGERPRINTING SERVICES-P&CS COACHES/VOLUNTEERS RELATED-MAR19	
		07/01/2019	365470 (HR)	FINGERPRINTING SERVICES-HR/EMPLOYMENT/VOLUNTEERS RELATED-MAR19	
		07/01/2019	365470 (CANN)	FINGERPRINTING SERVICES-CANNABIS ORDINANCE RELATED-MAR19	
	237237	07/22/2019	382535	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-JUN. 2019	\$3,007.00
		07/22/2019	376006	BLOOD ALCOHOL ANALYSIS SERVICES FOR PD-APR. 2019	
		07/22/2019	388585	LIVE SCAN FINGERPRINTING APPS FOR PD-JUN. 2019	
Remit to: SACRAMENTO, CA					FYTD: \$4,674.00
STENO SOLUTIONS TRANSCRIPTION SVCS., INC.	25493	07/29/2019	43250	TRANSCRIPTION SERVICES FOR PD-JUN19	\$920.97
Remit to: CORONA, CA					FYTD: \$920.97
STEPHEN H BADGETT CONSULTING LLC	25397	07/15/2019	MVU-006	CONSULTING SERVICES-REVIEW SCOPE OF WORK ON RFI'S/JUN 2019	\$1,837.50
Remit to: MURRIETA, CA					FYTD: \$1,837.50

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STILES ANIMAL REMOVAL, INC.	237042	07/01/2019	109183	DECEASED LARGE ANIMAL REMOVAL SERVICES-MAY19	\$440.00
Remit to: GUAISTI, CA					<u>FYTD:</u> \$440.00
STODDARD, MICHAEL	237096	07/01/2019	MVA040014258	PARKING CONTROL FEES-VIOLATION DISMISSED	\$57.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$57.50
STOKES, CLINTON	237317	07/29/2019	R19-138477	ANIMAL SERVICES REFUND-TRAP RENTAL DEPOSIT	\$50.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$50.00
STONE SOUL BAND	237174	07/15/2019	006	STONE SOUL BAND PERFORMANCE FOR MOVAL ROCKS EVENT ON 7/12/19	\$1,500.00
Remit to: STUDIO CITY, CA					<u>FYTD:</u> \$1,500.00
STRADLING, YOCCA, CARLSON & RAUTH	25314	07/01/2019	022432-0043/0862	LEGAL SERVICES FOR S.D. RE: JOINT COMMUNITY FACIL. AGREEMENTS	\$6,750.00
	25494	07/29/2019	355591-0031	LEGAL SERVICES-GENERAL-JUN19	\$6,304.35
		07/29/2019	355597-0003	LEGAL SERVICES-COTTONWOOD MATTER-JUN19	
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$13,054.35
SUNNYMEAD ACE HARDWARE	237043	07/01/2019	82886	MISC. SUPPLIES FOR PD	\$8.60
	237134	07/08/2019	82853	MISC SUPPLIES FOR FIRE STATION 48	\$40.92
	237238	07/22/2019	82953	MISC. SUPPLIES FOR PD	\$67.15
		07/22/2019	82920	MISC. SUPPLIES FOR PD	
		07/22/2019	82928	MISC. SUPPLIES FOR PD	
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$116.67
SUNNYMEAD ANIMAL HOSPITAL	237239	07/22/2019	45876	VETERINARY SERVICES FOR MV POLICE PATROL K-9	\$87.91
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$87.91

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TAJRIAN, MUMTAHINA	237135	07/08/2019	SUMMER 2019	2019 SUMMER AT CITY HALL STUDENT/VENDORS	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00
TARA, STUART	237318	07/29/2019	MVA040012468	REFUND- PARKING CONTROL FEES-OVERPAYMENT	\$115.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$115.00
TELEPHONE TOWN HALL MEETING, INC.	237241	07/22/2019	7736	TELEPHONE TOWN HALL MEETING- JUNE 2019	\$7,131.30
Remit to: GOLDEN, CO					<u>FYTD:</u> \$7,131.30
TESLA ENERGY OPERATIONS INC	237097	07/01/2019	BON19-0146	REFUND ON CANCELLED BUILDING PERMIT	\$262.16
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$262.16
THE ADVANTAGE GROUP/ FLEX ADVANTAGE	25454	07/22/2019	112260	FLEX AND COBRA ADMIN FEES-JUNE 2019	\$1,391.25
Remit to: TEMECULA, CA					<u>FYTD:</u> \$44,389.04
THE HOME DEPOT	237098	07/01/2019	BOC19-0084	REFUND ON CANCELLED BUILDING PERMIT	\$194.08
Remit to: POWAY, CA					<u>FYTD:</u> \$194.08
THE LEW EDWARDS GROUP	25364	07/08/2019	206	FISCAL SUSTAINABILITY & BALLOT MEASURE CONSULTING SERVICES-JUN19	\$4,950.00
Remit to: OAKLAND, CA					<u>FYTD:</u> \$4,950.00

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THE SOCO GROUP INC.	25315	07/01/2019	0679439-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$12,000.18
		07/01/2019	0680349-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		07/01/2019	0681572-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		07/01/2019	0682012-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
	25495	07/29/2019	0686153-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	\$10,498.73
		07/29/2019	0684027-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		07/29/2019	0683952-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
		07/29/2019	0684786-IN	FUEL FOR CITY VEHICLES & EQUIPMENT	
Remit to: ORANGE, CA					<u>FYTD:</u> \$22,498.91
THEN, KERI	237319	07/29/2019	2739 REFUND	2018 CANDIDATE STATEMENT REIMB.	\$166.36
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$166.36
THERMAL COMBUSTION INNOVATORS	237242	07/22/2019	600980	ANIMAL SHELTER BIOHAZARDOUS WASTE TREATMENT/DISPOSAL SVCS.-JUN19	\$106.31
Remit to: COLTON, CA					<u>FYTD:</u> \$106.31
THINK TOGETHER, INC	25399	07/15/2019	121-18/192S	SUMMER LEARNING PROGRAM-EDGEMONT ELEMENTARY SCHOOL/JUNE 2019	\$12,825.00
	25496	07/29/2019	9588	TRANSPORTATION FOR ASES 18/19 FIELD TRIPS & ENHANCED PROGRAMMING	\$19,168.90
		07/29/2019	9589	MATERIALS FOR ENHANCED PROGRAMMING - ASES FY 18/19	
Remit to: SANTA ANA, CA					<u>FYTD:</u> \$31,993.90
THOMAS, RAINER	237320	07/29/2019	MVA050004864	REFUND- PARKING CONTROL FEES-OVERPAYMENT	\$115.00
Remit to: SAN CLEMENTE, CA					<u>FYTD:</u> \$115.00
THOMPSON , JOHN	237321	07/29/2019	MVA020023831	REFUND- PARKING CONTROL FEES-VIOLATION DISMISSED	\$57.50
Remit to: ESCONDIDO, CA					<u>FYTD:</u> \$57.50

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THOMPSON COBURN LLP	25400	07/15/2019	3367072	LEGAL SERVICES-MVU/RELIABILITY STANDARD COMPLIANCE-MAY19	\$18.55
Remit to: WASHINGTON, DC					<u>FYTD:</u> \$18.55
THOMSON REUTERS-WEST PUBLISHING CORP.	25497	07/29/2019	840557931	AUTO TRACK SERVICES FOR PD INVESTIGATIONS-JUN. 2019	\$1,140.93
Remit to: CAROL STREAM, IL					<u>FYTD:</u> \$1,140.93
TIME WARNER CABLE	237243	07/22/2019	091922301070119	FIBER INTERNET ACCESS SERVICES - JUL. 2019	\$844.00
Remit to: PITTSBURGH, PA					<u>FYTD:</u> \$844.00
T-MOBILE USA	237240	07/22/2019	9363180370	CELLULAR TECHNOLOGY EXTRACTION /LOCATOR SERVICES FOR PD	\$1,887.00
		07/22/2019	9362608682	CELLULAR TECHNOLOGY EXTRACTION /LOCATOR SERVICES FOR PD	
		07/22/2019	9359080637	CELLULAR TECHNOLOGY EXTRACTION /LOCATOR SERVICES FOR PD	
Remit to: SEATTLE, WA					<u>FYTD:</u> \$1,887.00
TODD, ROBERT	237099	07/01/2019	R19-137294	ANIMAL SERVICES REFUND-OVERCHARGED ON FIELD SERVICE FEES	\$15.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$15.00
TORO, YAKOV JASON	237136	07/08/2019	SUMMER 2019	2019 SUMMER AT CITY HALL STUDENT/VENDORS	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00
TORRES, NICHOLAS	237244	07/22/2019	SUMMER 2019	2019 SUMMER LIBRARY INTERNS	\$300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$300.00

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TORTORO ENTERPRISES	237055	07/01/2019	29559	FUN SERVICES-GAMES & ATTRACTIONS FOR 4TH OF JULY FUNFSEST EVENT	\$5,510.00
Remit to: YORBA LINDA, CA					<u>FYTD:</u> \$5,510.00
TOTAL ENVIRONMENTAL MANAGEMENT, INC.	237277	07/29/2019	1906-138	PUBLIC SAFETY BUILDING TEMPORARY AC UNIT INSTALL,/1 MO. RENTAL	\$21,675.00
Remit to: ANAHEIM, CA					<u>FYTD:</u> \$21,675.00
TOWNSEND PUBLIC AFFAIRS, INC.	25316	07/01/2019	14846	CONSULTING SERVICES-GRANT WRITING & FUNDING ADVOCACY- JUN 2019	\$5,000.00
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$5,000.00
TRAN, THOMAS	237323	07/29/2019	MVA020024569	REFUND- PARKING CONTROL FEES-VIOLATION DISMISSED	\$57.50
Remit to: LOS ANGELES, CA					<u>FYTD:</u> \$57.50
TRINITY BAPTIST CHURCH	237204	07/15/2019	2000903.047	CONFERENCE & REC. CTR. RENTAL REFUND	\$500.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$500.00
TRINITY DIVERSIFIED, INC.	237137	07/08/2019	8024	STRIPING AND STENCIL TRUCK PARTS/SUPPLIES	\$1,498.26
Remit to: LONG BEACH, CA					<u>FYTD:</u> \$1,498.26
TRINITY TECHNOLOGY GROUP, INC.	25365	07/08/2019	126699	MS DYNAMICS CRM UPGRADE PROJECT-APR. 2019 SERVICES	\$3,045.00
		07/08/2019	126747	MS DYNAMICS CRM UPGRADE PROJECT-MAY 2019 SERVICES	
Remit to: SACRAMENTO, CA					<u>FYTD:</u> \$3,045.00
TRUTEAM OF CA INC	237205	07/15/2019	BOM19-0163	REFUND ON CANCELLED BUILDING PERMIT	\$191.20
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$191.20

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TUKES, JOSHUA	25366	07/08/2019	JUN-2019	INSTRUCTOR SERVICES-WATERCOLOR TECHNIQUE CLASSES	\$201.60
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$201.60
TUMON BAY RESORT & SPA	25317	07/01/2019	JULY 2019 RENT	JULY 2019 RENT (INCLUDING CAM) FOR EMPLOYMENT RESOURCE CTR.	\$7,914.70
	25498	07/29/2019	AUG 2019 RENT	AUG 2019 RENT (INCLUDING CAM) FOR EMPLOYMENT RESOURCE CTR.	\$7,914.70
Remit to: TAMUNING, GU					<u>FYTD:</u> \$15,829.40
TYLER TECHNOLOGIES, INC.	237245	07/22/2019	045-264472	TYLER CASHIERING/MB SUPPORT SERVICES	\$1,275.00
		07/22/2019	045-267495	TYLER CASHIERING/MB SUPPORT SERVICES	
Remit to: DALLAS, TX					<u>FYTD:</u> \$1,275.00

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UNDERGROUND SERVICE ALERT	25319	07/01/2019	420190464 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-APR19	\$229.45
		07/01/2019	420190464 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-APR19	
		07/01/2019	420190464 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-APR19	
		07/01/2019	420190464 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-APR19	
	25320	07/01/2019	520190463 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-MAY19	\$214.60
		07/01/2019	520190463 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-MAY19	
		07/01/2019	520190463 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-MAY19	
	25455	07/22/2019	620190465 (b)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUN19	\$201.40
			620190465 (c)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUN19	
			620190465 (a)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUN19	
			620190465 (d)	DIGALERT TICKETS SUBSCRIPTION SERVICE-JUN19	
	237044	07/01/2019	18dsbfee2173 (d)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	\$238.97
			18dsbfee2173 (a)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
			18dsbfee2173 (b)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
			18dsbfee2173 (c)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	
	237045	07/01/2019	18dsbfee2782 (a)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	\$238.97
18dsbfee2782 (b)			CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD		
18dsbfee2782 (c)			CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD		
18dsbfee2782 (d)			CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD		
237246	07/22/2019	18dsbfee3391 (a)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD	\$238.97	
		18dsbfee3391 (b)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD		
		18dsbfee3391 (d)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD		
		18dsbfee3391 (c)	CA STATE FEE FOR REGULATORY COSTS TO DIG SAFE BOARD		

Remit to: CORONA, CA FYTD: \$1,362.36

UNION BANK OF CALIFORNIA 1 237175 07/15/2019 1160390 INVESTMENT CUSTODIAL SERVICES-JUN19 \$396.00

Remit to: LOS ANGELES, CA FYTD: \$396.00

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UNITED ROTARY BRUSH CORP	25321	07/01/2019	309651	STREET SWEEPER BRUSHES & ACCESSORIES	\$680.44
		07/01/2019	309756	STREET SWEEPER BRUSHES & ACCESSORIES	
	25401	07/15/2019	309842	STREET SWEEPER BRUSHES & ACCESSORIES	\$739.73
Remit to: KANSAS CITY, MO					<u>FYTD:</u> \$1,420.17
UNITED SITE SERVICES OF CA, INC.	25322	07/01/2019	114-8611749	FENCE RENTAL AT ANIMAL SHELTER 6/6-7/3/19	\$106.40
Remit to: PHOENIX, AZ					<u>FYTD:</u> \$106.40

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VACATE TERMITE & PEST ELIMINATION COMPANY	25323	07/01/2019	89618	RODENT CONTROL SERVICES-MAY19-SHADOW MTN. PARK	\$2,677.50
		07/01/2019	88976	RODENT CONTROL SERVICES-APR19-SUNNYMEAD PARK	
		07/01/2019	88978	RODENT CONTROL SERVICES-APR19-FAIRWAY PARK	
		07/01/2019	90003	PEST CONTROL SERVICE-MAY19-SUNNYMEAD PARK RESTROOM/SNACK BAR	
		07/01/2019	89998	PEST CONTROL SERVICE-MAY19-MORRISON PARK RESTROOM/SNACK BAR	
		07/01/2019	89962	PEST CONTROL SERVICE-MAY19-CELEBRATION PARK RESTROOM	
		07/01/2019	89961	PEST CONTROL SERVICE-MAY19-SKATE PARK RESTROOM/SNACK BAR	
		07/01/2019	89614	RODENT CONTROL SERVICES-MAY19-CONFERENCE & REC. CENTER	
		07/01/2019	88975	RODENT CONTROL SERVICES-APR19-SHADOW MTN. PARK	
		07/01/2019	89626	RODENT CONTROL SERVICES-MAY19-MARCH FIELD/SKATE PARK	
		07/01/2019	89622	RODENT CONTROL SERVICES-MAY19-CELEBRATION PARK	
		07/01/2019	89621	RODENT CONTROL SERVICES-MAY19-FAIRWAY PARK	
		07/01/2019	89620	RODENT CONTROL SERVICES-MAY19-EDISON EASEMENT	
		07/01/2019	89619	RODENT CONTROL SERVICES-MAY19-SUNNYMEAD PARK	
		07/01/2019	89617	RODENT CONTROL SERVICES-MAY19-MORRISON PARK	
		07/01/2019	89615	RODENT CONTROL SERVICES-MAY19-EQUESTRIAN CENTER	
		07/01/2019	89623	RODENT CONTROL SERVICES-MAY19-EL POTRERO PARK	
		07/01/2019	89630	RODENT CONTROL SERVICES-MAY19-ELECTRIC UTILITY MOVAL SUBSTATION	
		07/01/2019	88970	RODENT CONTROL SERVICES-APR19-COTTONWOOD GOLF COURSE	
		07/01/2019	88971	RODENT CONTROL SERVICES-APR19-CONFERENCE & REC. CENTER	
		07/01/2019	88972	RODENT CONTROL SERVICES-APR19-EQUESTRIAN CENTER	
		07/01/2019	88977	RODENT CONTROL SERVICES-APR19-EDISON EASEMENT	

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VACATE TERMITE & PEST ELIMINATION COMPANY		07/01/2019	88974	RODENT CONTROL SERVICES-APR19-MORRISON PARK	
		07/01/2019	89318	PEST CONTROL SERVICE-APR19-CELEBRATION PARK RESTROOM	
		07/01/2019	89616	RODENT CONTROL SERVICES-MAY19-JFK PARK	
		07/01/2019	88979	RODENT CONTROL SERVICES-APR19-CELEBRATION PARK	
		07/01/2019	88980	RODENT CONTROL SERVICES-APR19-EL POTRERO PARK	
		07/01/2019	88983	RODENT CONTROL SERVICES-APR19-MARCH FIELD/SKATE PARK	
		07/01/2019	89316	PEST CONTROL SERVICE-APR19-MORRISON PARK RESTROOM/SNACK BAR	
		07/01/2019	89317	PEST CONTROL SERVICE-APR19-SKATE PARK RESTROOM/SNACK BAR	
		07/01/2019	88973	RODENT CONTROL SERVICES-APR19-JFK PARK	
		07/01/2019	89613	RODENT CONTROL SERVICES-MAY19-COTTONWOOD GOLF COURSE	
	07/01/2019	89324	PEST CONTROL SERVICE-APR19-SUNNYMEAD PARK RESTROOM/SNACK BAR		

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VACATE TERMITE & PEST ELIMINATION COMPANY	25324	07/01/2019	89314	PEST CONTROL SERVICE-APR19-CONFERENCE & REC. CENTER	\$1,160.00
		07/01/2019	89013	PEST CONTROL SERVICE-APR19-FIRE STATION 99	
		07/01/2019	89014	PEST CONTROL SERVICE-APR19-TOWNGATE COMMUNITY CENTER	
		07/01/2019	89024	PEST CONTROL SERVICE-APR19-FIRE STATION 6	
		07/01/2019	89328	PEST CONTROL SERVICE-APR19-ANIMAL SHELTER	
		07/01/2019	89012	PEST CONTROL SERVICE-APR19-FIRE STATION 65	
		07/01/2019	89331	PEST CONTROL SERVICE-APR19-TRANSPORTATION TRAILER	
		07/01/2019	89326	PEST CONTROL SERVICE-APR19-FIRE STATION 58 (SECOND SERVICE)	
		07/01/2019	89327	PEST CONTROL SERVICE-APR19-ANNEX 1	
		07/01/2019	89011	PEST CONTROL SERVICE-APR19-FIRE STATION 48	
		07/01/2019	89315	PEST CONTROL SERVICE-APR19-EOC	
		07/01/2019	89312	PEST CONTROL SERVICE-APR19-CITY YARD SANTIAGO OFFICE	
		07/01/2019	89028	PEST CONTROL SERVICE-APR19-FIRE STATION 58	
		07/01/2019	89313	PEST CONTROL SERVICE-APR19-COTTONWOOD GOLF CENTER	
		07/01/2019	89029	PEST CONTROL SERVICE-APR19-SENIOR CENTER	
		07/01/2019	89310	PEST CONTROL SERVICE-APR19-CITY HALL	
		07/01/2019	89030	PEST CONTROL SERVICE-APR19-FIRE STATION 2	
		07/01/2019	89025	PEST CONTROL SERVICE-APR19-LIBRARY	
		07/01/2019	89330	PEST CONTROL SERVICE-APR19-MARCH FIELD PARK COMMUNITY CENTER	
		07/01/2019	89026	PEST CONTROL SERVICE-APR19-UTILITY FIELD OFFICE	
		07/01/2019	89031	PEST CONTROL SERVICE-APR19-FIRE STATION 91	
		07/01/2019	89320	PEST CONTROL SERVICE-APR19-PUBLIC SAFETY BUILDING	
		07/01/2019	89311	PEST CONTROL SERVICE-APR19-CITY YARD	

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VACATE TERMITE & PEST ELIMINATION COMPANY	25325	07/01/2019	90010	PEST CONTROL SERVICE-MAY19-TRANSPORTATION TRAILER	\$1,160.00
		07/01/2019	89671	PEST CONTROL SERVICE-MAY19-FIRE STATION 6	
		07/01/2019	89678	PEST CONTROL SERVICE-MAY19-FIRE STATION 91	
		07/01/2019	89657	PEST CONTROL SERVICE-MAY19-FIRE STATION 48	
		07/01/2019	89658	PEST CONTROL SERVICE-MAY19-FIRE STATION 65	
		07/01/2019	89660	PEST CONTROL SERVICE-MAY19-TOWNGATE COMMUNITY CENTER	
		07/01/2019	89672	PEST CONTROL SERVICE-MAY19-LIBRARY	
		07/01/2019	89673	PEST CONTROL SERVICE-MAY19-UTILITY FIELD OFFICE	
		07/01/2019	89675	PEST CONTROL SERVICE-MAY19-FIRE STATION 58	
		07/01/2019	89676	PEST CONTROL SERVICE-MAY19-SENIOR CENTER	
		07/01/2019	89677	PEST CONTROL SERVICE-MAY19-FIRE STATION 2	
		07/01/2019	89992	PEST CONTROL SERVICE-MAY19-CITY HALL	
		07/01/2019	90009	PEST CONTROL SERVICE-MAY19-MARCH FIELD PARK COMMUNITY CENTER	
		07/01/2019	90007	PEST CONTROL SERVICE-MAY19-ANIMAL SHELTER	
		07/01/2019	90006	PEST CONTROL SERVICE-MAY19-ANNEX 1	
		07/01/2019	89659	PEST CONTROL SERVICE-MAY19-FIRE STATION 99	
		07/01/2019	89993	PEST CONTROL SERVICE-MAY19-CITY YARD	
		07/01/2019	89994	PEST CONTROL SERVICE-MAY19-CITY YARD SANTIAGO OFFICE	
		07/01/2019	90005	PEST CONTROL SERVICE-MAY19-FIRE STATION 58 (SECOND SERVICE)	
		07/01/2019	89999	PEST CONTROL SERVICE-MAY19-PUBLIC SAFETY BUILDING	
		07/01/2019	89997	PEST CONTROL SERVICE-MAY19-EOC	
		07/01/2019	89996	PEST CONTROL SERVICE-MAY19-CONFERENCE & REC. CENTER	
		07/01/2019	89995	PEST CONTROL SERVICE-MAY19-COTTONWOOD GOLF CENTER	

Attachment: July 2019 Payment Register (3668 : PAYMENT REGISTER - JULY 2019)



City of Moreno Valley
Payment Register
 For Period 7/1/2019 through 7/31/2019

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VACATE TERMITE & PEST ELIMINATION COMPANY	25456	07/22/2019	90372	RODENT CONTROL SERVICES-JUN19-EQUESTRIAN CENTER	\$1,485.00
		07/22/2019	90378	RODENT CONTROL SERVICES-JUN19-CELEBRATION PARK	
		07/22/2019	90375	RODENT CONTROL SERVICES-JUN19-SHADOW MTN. PARK	
		07/22/2019	90386	RODENT CONTROL SERVICES-JUN19-KITCHING ELECTRIC SUBSTATION	
		07/22/2019	90749	PEST CONTROL SERVICE-SUNNYMEAD PARK RESTROOM/SNACK BAR	
		07/22/2019	90374	RODENT CONTROL SERVICES-JUN19-MORRISON PARK	
		07/22/2019	90376	RODENT CONTROL SERVICES-JUN19-SUNNYMEAD PARK	
		07/22/2019	90751	PEST CONTROL SERVICE-SKATE PARK RESTROOM/SNACK BAR	
		07/22/2019	90370	RODENT CONTROL SERVICES-JUN19-COTTONWOOD GOLF COURSE	
		07/22/2019	90745	PEST CONTROL SERVICE-MORRISON PARK RESTROOM/SNACK BAR	
		07/22/2019	90752	PEST CONTROL SERVICE-CELEBRATION PARK RESTROOM	
		07/22/2019	90387	RODENT CONTROL SERVICES-JUN19-ELECTRIC UTILITY MOVAL SUBSTATION	
		07/22/2019	90377	RODENT CONTROL SERVICES-JUN19-FAIRWAY PARK	
		07/22/2019	90383	RODENT CONTROL SERVICES-JUN19-EDISON EASEMENT	
		07/22/2019	90382	RODENT CONTROL SERVICES-JUN19-MARCH FIELD/SKATE PARK	
		07/22/2019	90379	RODENT CONTROL SERVICES-JUN19-EL POTRERO PARK	
		07/22/2019	90373	RODENT CONTROL SERVICES-JUN19-JFK PARK	
		07/22/2019	90371	RODENT CONTROL SERVICES-JUN19-CONFERENCE & REC. CENTER	

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VACATE TERMITE & PEST ELIMINATION COMPANY	25499	07/29/2019	83324	PEST CONTROL SERVICE-JUL18-SKATE PARK RESTROOM/SNACK BAR	\$1,312.50
		07/29/2019	82946	RODENT CONTROL SERVICES-JUL18-SUNNYMEAD PARK	
		07/29/2019	82951	RODENT CONTROL SERVICES-JUL18-CELEBRATION PARK	
		07/29/2019	82939	RODENT CONTROL SERVICES-JUL18-COTTONWOOD GOLF COURSE	
		07/29/2019	82947	RODENT CONTROL SERVICES-JUL18-EDISON EASEMENT	
		07/29/2019	83332	PEST CONTROL SERVICE-JUL18-SUNNYMEAD PARK RESTROOM/SNACK BAR	
		07/29/2019	83782	RODENT CONTROL SERVICES-JUL18-EL POTRERO PARK	
		07/29/2019	86798	PEST CONTROL SERVICE-DEC18-MORRISON PARK RESTROOM/SNACK BAR	
		07/29/2019	83325	PEST CONTROL SERVICE-JUL18-CELEBRATION PARK RESTROOM	
		07/29/2019	86799	PEST CONTROL SERVICE-DEC18-SKATE PARK RESTROOM/SNACK BAR	
		07/29/2019	86800	PEST CONTROL SERVICE-DEC18-CELEBRATION PARK RESTROOM	
		07/29/2019	86803	PEST CONTROL SERVICE-DEC18-SUNNYMEAD PARK RESTROOM/SNACK BAR	
		07/29/2019	82941	RODENT CONTROL SERVICES-JUL18-EQUESTRIAN CENTER	
		07/29/2019	82940	RODENT CONTROL SERVICES-JUL18-CONFERENCE & REC. CENTER	
		07/29/2019	82949	RODENT CONTROL SERVICES-JUL18-FAIRWAY PARK	
		07/29/2019	83323	PEST CONTROL SERVICE-JUL18-MORRISON PARK RESTROOM/SNACK BAR	
		07/29/2019	82943	RODENT CONTROL SERVICES-JUL18-MORRISON PARK	
		07/29/2019	82944	RODENT CONTROL SERVICES-JUL18-SHADOW MTN. PARK	
		07/29/2019	82942	RODENT CONTROL SERVICES-JUL18-JFK PARK	

Remit to: MORENO VALLEY, CA

FYTD: \$7,795.00

Attachment: July 2019 Payment Register (3668 : PAYMENT REGISTER - JULY 2019)



**City of Moreno Valley
Payment Register
For Period 7/1/2019 through 7/31/2019**

CHECKS UNDER \$25,000

<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VALLEY WIDE TOWING, LLC	25326	07/01/2019	7493	EVIDENCE TOWING FOR PD	\$272.50
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$272.50
VAN CLEVE, RUSSELL G.	237250	07/22/2019	REFUND 7/18/19	REFUND BALANCE-INACTIVE TRUST ACCOUNT	\$1,254.50
Remit to: NEWPORT BEACH, CA					<u>FYTD:</u> \$1,254.50
VASQUEZ, YESENIA	237138	07/08/2019	6/3 - 6/14/19	MILEAGE REIMBURSEMENT	\$29.23
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$29.23
VERIZON WIRELESS	237046	07/01/2019	9831849180	DATA SERVICE FOR PD COMMERCIAL TRUCK TABLET	\$404.42
	237278	07/29/2019	9833822159	DATA SERVICE FOR PD COMMERCIAL TRUCK TABLET	\$409.25
Remit to: DALLAS, TX					<u>FYTD:</u> \$813.67
VICTOR MEDICAL CO	25500	07/29/2019	4851113	ANIMAL MEDICAL SUPPLIES/VACCINES	\$5,164.69
		07/29/2019	4856014	ANIMAL MEDICAL SUPPLIES	
Remit to: LAKE FOREST, CA					<u>FYTD:</u> \$5,164.69
VILLA, HEATHER	237251	07/22/2019	R19-135905	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$95.00
VISION SERVICE PLAN	25327	07/01/2019	190701	EMPLOYEE VISION INSURANCE	\$3,897.25
Remit to: SAN FRANCISCO, CA					<u>FYTD:</u> \$3,897.25
VIVINT SOLAR DEVELOPER LLC	237100	07/01/2019	REFUNDS 6-30-19	REFUNDS-CANCELLED BUILDING PERMITS	\$4,587.80
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$4,587.80

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City of Moreno Valley
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For Period 7/1/2019 through 7/31/2019

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VOICES FOR CHILDREN	25457	07/22/2019	11 / MAY-19	CDBG SUBGRANTEE PAYMENT-COURT APPTD. SPECIAL ADVOCATE PROGRAM	\$6,823.61
		07/22/2019	12 / JUN-19	CDBG SUBGRANTEE PAYMENT-COURT APPTD. SPECIAL ADVOCATE PROGRAM	
Remit to: RIVERSIDE, CA					<u>FYTD:</u> \$6,823.61
VOYAGER FLEET SYSTEM, INC.	25328	07/01/2019	869336602921-CM	FUEL CARD CHARGES-CITY VEHICLE ASSIGNED TO CM	\$2,252.56
		07/01/2019	869336602921-PD	FUEL CARD CHARGES-PD TRAFFIC MOTORS	
	25501	07/29/2019	869211615926	CNG FUEL PURCHASES	\$6,430.82
	25502	07/29/2019	869336602926-CM	FUEL CARD CHARGES-CITY VEHICLE ASSIGNED TO CM	\$2,315.17
		07/29/2019	869336602926-PD	FUEL CARD CHARGES-PD TRAFFIC MOTORS	
Remit to: HOUSTON, TX					<u>FYTD:</u> \$10,998.55

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**City of Moreno Valley
Payment Register
For Period 7/1/2019 through 7/31/2019**

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
VULCAN MATERIALS CO, INC.	25329	07/01/2019	72227047	ASPHALTIC MATERIALS	\$2,485.72
		07/01/2019	72227048	ASPHALTIC MATERIALS	
		07/01/2019	72230390	ASPHALTIC MATERIALS	
		07/01/2019	72227049	ASPHALTIC MATERIALS	
		07/01/2019	72204908	ASPHALTIC MATERIALS	
		07/01/2019	72233019	ASPHALTIC MATERIALS	
		07/01/2019	72204909	ASPHALTIC MATERIALS	
	25402	07/01/2019	72230391	ASPHALTIC MATERIALS	\$2,079.94
		07/01/2019	72224603	ASPHALTIC MATERIALS	
		07/15/2019	72241279	ASPHALTIC MATERIALS	
		07/15/2019	72238603	ASPHALTIC MATERIALS	
		07/15/2019	72238602	ASPHALTIC MATERIALS	
		07/15/2019	72235344	ASPHALTIC MATERIALS	
		07/15/2019	72235343	ASPHALTIC MATERIALS	
Remit to: LOS ANGELES, CA					FYTD: \$4,565.66
WAGGLE, STEVEN	237147	07/08/2019	R19-137912	ANIMAL SERVICES REFUND-LICENSE FEE	\$15.00
Remit to: MORENO VALLEY, CA					FYTD: \$15.00
WEST COAST SHOPPING CART SERVICE, INC.	237279	07/29/2019	19-400	SHOPPING CART RETRIEVAL SERVICES-JUNE 2019	\$3,782.50
Remit to: WEST COVINA, CA					FYTD: \$3,782.50

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**City of Moreno Valley
Payment Register
For Period 7/1/2019 through 7/31/2019**

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<u>Vendor Name</u>	<u>Check/EFT Number</u>	<u>Payment Date</u>	<u>Inv Number</u>	<u>Invoice Description</u>	<u>Payment Amount</u>
WESTCOAST LOCK & SAFE DBA KEN'S LOCK&KEY	237176	07/15/2019	116145	REKEYING SERVICES/OPENING OF LOCKING DEVICE	\$8,139.11
		07/15/2019	116148	REKEYING SERVICES/OPENING OF LOCKING DEVICES	
		07/15/2019	116239	REKEYING SERVICES	
		07/15/2019	116146	REKEYING SERVICES/OPENING OF LOCKING DEVICES	
		07/15/2019	116150	REKEYING SERVICES/OPENING OF LOCKING DEVICES	
		07/15/2019	116149	REKEYING SERVICES	
		07/15/2019	116147	REKEYING SERVICES	
		07/15/2019	116143	REKEYING SERVICES/OPENING OF LOCKING DEVICE	
		07/15/2019	115848	REKEYING SERVICES	
		07/15/2019	115847	REKEYING SERVICES/OPENING OF LOCKING DEVICES	
		07/15/2019	115845	REKEYING SERVICES/OPENING OF LOCKING DEVICE	
		07/15/2019	115846	REKEYING SERVICES	
		07/15/2019	116144	REKEYING SERVICES/OPENING OF LOCKING DEVICE	
Remit to: RIVERSIDE, CA					FYTD: \$8,139.11
WESTERN MUNICIPAL WATER DISTRICT	237247	07/22/2019	23821-018257/JN9	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR. LANDSCAPE	\$4,329.23
		07/22/2019	23821-018258/JN9	WATER CHARGES-MARCH FIELD PARK COMMUNITY CTR.-BLDG. 938	
		07/22/2019	23866-018292/JN9	WATER CHARGES-SKATE PARK	
		07/22/2019	24753-018620/JN9	WATER CHARGES-M.A.R.B. BALLFIELDS	
Remit to: ARTESIA, CA					FYTD: \$4,329.23

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**City of Moreno Valley
Payment Register
For Period 7/1/2019 through 7/31/2019**

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WILLDAN FINANCIAL SERVICES	25331	07/01/2019	010-41605	PREPARATION OF DEVELOPMENT IMPACT FEE UPDATE- MAY19 SERVICES	\$840.00
	25458	07/22/2019	010-41926	PREPARATION OF DEVELOPMENT IMPACT FEE UPDATE - JUN19 SERVICES	\$1,630.00
	25504	07/29/2019	010-41902R	GRANT ADMINISTRATION SERVICES-JUN. 2019	\$17,190.44
Remit to: TEMECULA, CA					<u>FYTD:</u> \$19,660.44
WILLIAMS, ALEXIS	237324	07/29/2019	2000929.047	WITHDRAW - LITTLE ONE ETIQUETTE TRAINING	\$162.00
Remit to: CARLSBAD, CA					<u>FYTD:</u> \$162.00
WILSON, MIRNA	237252	07/22/2019	R19-136166	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: MURRIETA, CA					<u>FYTD:</u> \$75.00
WINCHESTER ASSOCIATES, INC.	237047	07/01/2019	6354	CIVIL ENGINEERING SERVICES - COTTONWOOD & INDIAN PROJECT	\$22,300.00
Remit to: MORENO VALLEY, CA					<u>FYTD:</u> \$22,300.00
WINDLE, MARGARET	237101	07/01/2019	R19-135912	ANIMAL SERVICES REFUND-SPAY/NEUTER AND RABIES DEPOSITS	\$95.00
Remit to: PLACENTIA, CA					<u>FYTD:</u> \$95.00
WURM'S JANITORIAL SERVICES, INC.	25367	07/08/2019	26975	CARPET CLEANING-CITY YARD FACILITIES OFFICE	\$600.00
	25459	07/22/2019	26910	CARPET & CUBICLE CLEANING SERVICES AT ANNEX 1	\$922.90
		07/22/2019	26911	CARPET & CUBICLE CLEANING SERVICES AT PUBLIC SAFETY BUILDING	
Remit to: CORONA, CA					<u>FYTD:</u> \$1,522.90

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City of Moreno Valley
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Vendor Name	Check/EFT Number	Payment Date	Inv Number	Invoice Description	Payment Amount
XEROX CAPITAL SERVICES, LLC	25460	07/22/2019	097389786	COLOR COPIER EQUIPMENT LEASE-JUN19-PARKS DEPT.	\$1,830.45
		07/22/2019	097389785	COLOR COPIER LEASE/BILLABLE PRINTS-JUN19-PARKS DEPT.	
	25505	07/29/2019	097389784	COLOR COPIER EQUIPMENT LEASE-JUN19-GRAPHICS DEPT.	\$972.35
		07/29/2019	097389783	COPIER LEASE/BILLABLE PRINTS-JUN19-GRAPHICS DEPT.	
Remit to: PASADENA, CA					FYTD: \$2,802.80
XEROX FINANCIAL SERVICES LLC	25404	07/15/2019	1670812	EDD COLOR COPIER LEASE 6/15-7/14/19	\$782.80
Remit to: DALLAS, TX					FYTD: \$782.80
ZORNES, ZACHARY JAMES	237139	07/08/2019	SUMMER 2019	2019 SUMMER AT CITY HALL STUDENT/VENDORS	\$300.00
Remit to: MORENO VALLEY, CA					FYTD: \$300.00
ZUNIGA, ROSA	237206	07/15/2019	R19-135312	ANIMAL SERVICES REFUND-SPAY/NEUTER DEPOSIT	\$75.00
Remit to: PERRIS, CA					FYTD: \$75.00
TOTAL CHECKS UNDER \$25,000					\$1,390,141.50
GRAND TOTAL					\$16,812,538.67

Attachment: July 2019 Payment Register (3668 : PAYMENT REGISTER - JULY 2019)



Report to City Council

TO: Mayor and City Council

FROM: Marshall Eyerman, Chief Financial Officer

AGENDA DATE: September 17, 2019

TITLE: AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO HOT LINE CONSTRUCTION, INC. FOR THE DAY STREET LINE EXTENSION IMPROVEMENTS, PROJECT NUMBER 805 0049

RECOMMENDED ACTION

Recommendations:

1. Award the construction contract to Hot Line Construction, Inc., 9020 Brentwood Boulevard, Suite H, Brentwood, CA 94513, the lowest, responsible bidder, for the Day Street Line Extension Project.
2. Authorize the City Manager to execute a contract with Hot Line Construction, Inc.
3. Authorize the issuance of a Purchase Order to Hot Line Construction, Inc. for the amount of \$2,854,680 (\$2,283,744 bid amount plus 25% contingency) when the contract has been signed by all parties.
4. Authorize the Chief Financial Officer/City Treasurer to execute any subsequent related minor change orders to the contract with Hot Line Construction, Inc. up to, but not exceeding, the 25% contingency amount of \$570,936, subject to the approval of the City Attorney.

SUMMARY

This report recommends approval of a contract with Hot Line Construction, Inc. to construct the Day Street Line Extension Project. The Day Street Line Extension Project consists of infrastructure improvements that will not only extend Moreno Valley Utility's (MVU's) service territory into the Edgemont Community, a long time goal, but will also allow MVU to provide service to commercial properties along Day Street. The project is funded with MVU's 2019 Lease Revenue Bonds and has been approved in the FY

2019/2020 & 2020/2021 Adopted Capital Improvement Plan.

DISCUSSION

As MVU continues to grow and expand its service, several capital improvement projects are necessary to accommodate increasing demands for electricity. The Day Street Line Extension Project will allow MVU to serve developing commercial properties along Day Street as well as the Edgemont Community.

The electrical plans call for the installation of conduit, structures, equipment, and cable along with related electrical facilities within Day Street from Eucalyptus Avenue to 1,950' south of Alessandro Boulevard and on Alessandro Boulevard from Day Street to Elsworth Street. Construction will require coordination with Eastern Municipal Water District, Box Springs Mutual Water Company, and the Edgemont Community Services District. Due to the potential for unforeseen utility crossings, as encountered on the prior similar projects and the increased number of utility providers in the area, the project contingency has been increased to 25%. The contingency funding is currently within the budget and will help to reduce any potential project delays or impacts to traffic.

The Notice Inviting Bids for the project was advertised in the Press Enterprise and on the City's electronic bid and vendor management system (PlanetBids). 76 vendors were notified via the PlanetBids system. Six bids were received as follows:

<u>Contractors</u>	<u>Verified Bid Amounts</u>
1. Asplundh Construction, LLC (Non-Responsive)	\$2,165,071 (Non-Responsive)
2. Hot Line Construction, Inc.	\$2,283,744
3. International Line	\$2,293,229
4. Doty Bros Equipment	\$2,325,098
5. E. E. Electric, Inc.	\$2,458,465
6. Henkels & McCoy	\$3,131,578

The bid from Asplundh Construction, LLC was determined to be non-responsive for the following reasons.

First, the bid from Asplundh Construction, LLC (Asplundh) did not comply with the requirements of the City's Bid package and with provisions of State law. Listing of more than one subcontractor on the same portion of the job is prohibited under Public Contract Code PCC 4104(b). Asplundh listed two subcontractors on Bid Items 8 and 10 without separating the type of work or the area of the project where such work would be performed. Their subsequent explanation did not cure the problem nor could it be accepted after the bid deadline. Legislature inserted this provision in PCC Section 4104 to prevent the prime contractors from bid shopping their subcontractors. Even though this may not have been what occurred with Asplundh, the failure to comply with the specifications and the State law is not curable.

Secondly, Asplundh made an error in setting out the percentages of the job that would

be performed by subcontractors. Those may not exceed 50% and based on their submittal they far exceeded that number. Asplundh submitted a letter trying to correct or explain that the percentages depicted were not of the total project amount but of that particular item. They claimed they were confused by the Bid package. None of the other submitters shared that interpretation and made that mistake. Case law has shown that a public agency who accepted an explanation from one of the bidders after the Bids were opened acted improperly. The Court found that such action gave that bidder an unfair advantage over the other bidders. The City Attorney's Office has expressed concerns that acceptance of Asplundh's explanation letter, if challenged in Court by another bidder, would result in the same decision.

For both reasons stated above, and after consulting with the City Attorney's Office, staff considers the Asplundh Bid non-responsive and therefore recommends award to Hot Line Construction, Inc.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the ultimate, timely construction of the Day Street Line Extension Project.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in delaying the timely construction of this project and will prevent Moreno Valley Utility from providing electrical service to forthcoming development in the Edgemont Community.*

FISCAL IMPACT

This project is included in the Fiscal Year 2019/2020 & 2020/2021 Adopted Capital Improvement Plan Budget. It will be financed by use of Moreno Valley Utility's 2019 Lease Revenue Bonds.

Description	GL Account No.	Type (Rev/Exp)	FY 19/20-20/21 Budget	Proposed Adjustment	FY 19/20-20/21 Amended Budget
6011-MVU Restricted	GL-6011-30-80-80005-720199 PN-805 0049 6011 99	Exp	\$3,450,000	\$0	\$3,450,000

FISCAL YEAR 2019/2020 – 2020/2021 PROJECT BUDGET:

MVU 2019 Lease Revenue Bonds	
GL Account No. 6011-30-80-80005-720199	
Project No. 805 0049 6011 99.....	<u>\$3,450,000</u>
Total.....	<u>\$3,450,000</u>

ESTIMATED PROJECT COSTS:

Environmental.....	\$2,109
Design.....	\$46,000
Construction Costs (includes 25% contingency).....	\$2,854,680
Consultant Work Authorization.....	\$98,164

Project Administration and Inspection.....	\$150,000
Geotechnical Services.....	\$75,000
Surveying Services.....	<u>\$75,000</u>
Total.....	\$3,300,953

NOTIFICATION

A Notice Inviting Bid was advertised in the Press Enterprise. The project was placed on PlanetBids for 32 days, from April 29, 2019 through May 31, 2019. A Pre-Bid Conference was held on May 13, 2019.

PREPARATION OF STAFF REPORT

Prepared By:
Clement Jimenez, P.E.
Senior Engineer, P.E.

Department Head Approval:
Marshall Eyerman
Chief Financial Officer/City Treasurer

Concurred By:
Jeannette Olko
Electric Utility Division Manager

Concurred By:
Angelic Davis
Purchasing Division Manager

CITY COUNCIL GOALS

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

Objective 4.1: Develop a Moreno Valley Utility Strategic Plan to prepare for the 2020 expiration of the ENCO Utility Systems agreement.

ATTACHMENTS

1. Attachment 1 - Location Map
2. Attachment 2 - Agreement

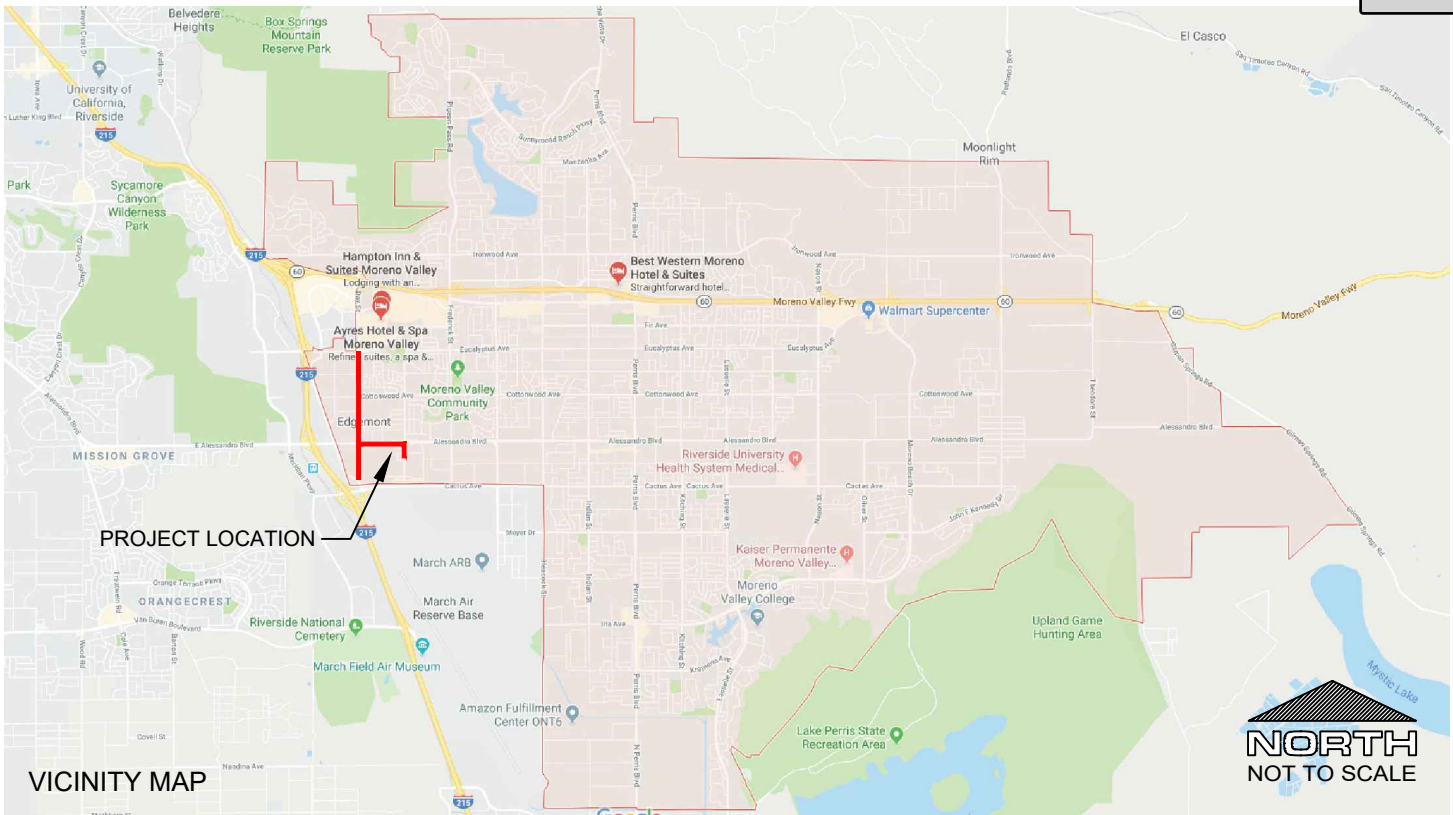
APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	8/28/19 10:28 AM
City Attorney Approval	<u>✓ Approved</u>	8/28/19 12:00 PM

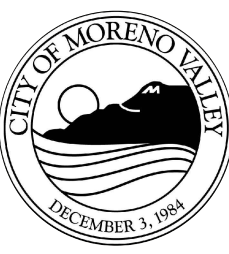
City Manager Approval

✓ Approved

9/10/19 5:22 PM



LOCATION MAP



Financial & Management
Services Department
Electric Utility Division

ATTACHMENT 1

DAY STREET 12KV LINE EXTENSION

PROJECT No. 805 0049

Attachment: Attachment 1 - Location Map (3609 : AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO HOT LINE

AGREEMENT**PROJECT NO. 805 0049****DAY STREET LINE EXTENSION****Conduit, Cable, and Related Electrical Infrastructure****Day Street between Eucalyptus Avenue and 1,950' south of Alessandro Boulevard
Alessandro Boulevard between Day Street and Elsworth Street**

THIS Agreement, effective as of the date signed by the City of Moreno Valley by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and Hot Line Construction, Inc., hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. CONTRACT DOCUMENTS. The Contract Documents consist of the following, which are incorporated herein by this reference:

- A. Governmental approvals, including, but not limited to, permits required for the Work
- B. Any and all Contract Change Orders issued after execution of this Agreement
- C. This Agreement
- D. Addenda No. 1 inclusive, issued prior to the opening of the Bids
- E. City Special Provisions, including the General Provisions and Technical Provisions
- F. Standard Specifications for Public Works Construction ("Greenbook") – latest edition in effect at the Bid Deadline, as modified by the City Special Provisions
- G. Project Plans
- H. City Standard Plans
- I. The bound Bidding Documents
- J. Contractor's Certificates of Insurance and Additional Insured Endorsements
- K. Contractor's Bidder's Proposal and Subcontractor Listing

In the event of conflict between any of the Contract Documents, the provisions placing a more stringent requirement on the Contractor shall prevail. The Contractor shall provide the better quality or greater quantity of Work and/or materials unless otherwise directed by City in writing. In the event none of the Contract Documents place a more stringent requirement or greater burden on the Contractor, the controlling provision shall be that which is found in the document with higher precedence in accordance with the above order of precedence.

2. REFERENCE DOCUMENTS. The following Reference Documents are not considered Contract Documents and are made available to the Contractor for informational purposes:

- A. Environmental Notice of Exemption

3. SCOPE OF WORK. The Contractor shall perform and provide all materials, tools, equipment, labor, and services necessary to complete the Work described in the Contract Documents, except as otherwise provided in the Plans, Standard Specifications, or City Special Provisions to be the responsibility of others.

4. PAYMENT.

4.1. **Contract Price and Basis for Payment.** In consideration for the Contractor's full, complete, timely, and faithful performance of the Work required by the Contract Documents, the City shall pay Contractor for the actual quantity of Work required under the Bid Items awarded by the City performed in accordance with the lump sum prices and unit prices for Bid Items and Alternate Bid Items, if any, set forth the Bidder's Proposal submitted with the Bid. The sum of the unit prices and lump sum prices for the Base Bid Items, awarded by the City is Two Million Two Hundred Eighty Three Thousand Seven Hundred Forty Four Dollars (\$2,283,744) ("Contract Price"). It is understood and agreed that the quantities set forth in the Bidder's Proposal for which unit prices are fixed are estimates only and that City will pay and Contractor will accept, as full payment for these items of work, the unit prices set forth in the Bidder's Proposal multiplied by the actual number of units performed, constructed, or completed as directed by the City Engineer.

4.2. **Payment Procedures.** Based upon applications for payment submitted by the Contractor to the City, the City shall make payments to the Contractor in accordance with Article 9 of the Standard Specifications, as modified by Article 9 of the City Special Provisions.

5. CONTRACT TIME.

A. Initial Notice to Proceed. After the Agreement has been fully executed by the Contractor and the City, the City shall issue the "Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials." The date specified in the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials constitutes the date of commencement of the Contract Time of **One Hundred Twenty (120) Working Days**. The Contract Time includes the time necessary to fulfill preconstruction requirements, place the order of materials, and to complete construction of the Project (except as adjusted by subsequent Change Orders).

The Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials shall further specify that Contractor must complete the preconstruction requirements and order materials within **Forty (40) Working Days** after the date of commencement of the Contract Time; this duration is part of the Contract Time.

Critical preconstruction requirements include, but are not limited to, the following:

- Submitting and obtaining approval of Traffic Control Plans
- Submitting and obtaining approval of the Storm Water Pollution Prevention Plan (SWPPP) as necessary
- Submitting and obtaining approval of critical required submittals
- Installation of the approved Project Identification Signs
- Obtaining an approved no fee Encroachment Permit
- Notifying all agencies, utilities, residents, etc., as outlined in the Bidding Documents

If the City's issuance of a Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials is delayed due to Contractor's failure to return the fully executed Agreement and insurance and bond documents within ten (10) Working Days after Contract award, then Contractor agrees to the deduction of one (1) Working Day from the number of days to complete the Project for every Working Day of delay in the City's receipt of said documents. This right is in addition to and does not affect the City's right to demand forfeiture of Contractor's Bid Security if Contractor persistently delays in providing the required documentation.

B. Notice to Proceed with Construction. After all preconstruction requirements are met and materials have been ordered in accordance with the Notice to Proceed to Fulfill Preconstruction Requirements and Notice to Proceed with Order of Materials, the City shall issue the "Notice to Proceed with Construction," at which time the Contractor shall diligently prosecute the Work, including corrective items of Work, day to day thereafter, within the remaining Contract Time.

6. LIQUIDATED DAMAGES AND CONTROL OF WORK.

6.1. Liquidated Damages. The Contractor and City (collectively, the "Parties") have agreed to liquidate damages with respect to Contractor's failure to order all materials in accordance with the Notice to Proceed with Order of Materials and/or, failure to fulfill the preconstruction requirements, and/or failure to complete the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Contractor acknowledges and agrees that the liquidated damages are intended to compensate the City solely for Contractor's failure to meet the deadline for completion of the Work and will not excuse Contractor from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

In the event that Contractor fails to order all materials in accordance with the Notice to Proceed with Order of Materials and/or fails to fulfill the preconstruction requirements and/or fails to complete the Work within the Contract Time, Contractor agrees to pay the City **\$2,500.00 per Calendar day** that completion of the Work is delayed beyond the Contract Time, as adjusted by Contract Change Orders. The Contractor will not be assessed liquidated damages for delays occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

The Contractor and City acknowledge and agree that the foregoing liquidated damages have been set based on an evaluation of damages that the City will incur in the event of late completion of the Work. The Contractor and City acknowledge and agree that the amount of such damages are impossible to ascertain as of the date of execution hereof and have agreed to such liquidated damages to fix the City's damages and to avoid later disputes. It is understood and agreed by Contractor that liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the date of execution of this Agreement.

It is further mutually agreed that the City will have the right to deduct liquidated damages against progress payments or retainage and that the City will issue a Change Order or Construction Change Directive and reduce the Contract Price accordingly. In the event the remaining unpaid Contract Price is insufficient to cover the full amount of liquidated damages, Contractor shall pay the difference to the City.

6.2. Any work completed by the Contractor after the issuance of a Stop Work Notice by the City shall be rejected and/or removed and replaced as specified in Section 2-11 of the Special Provisions.

6.3. Owner is Exempt from Liability for Early Completion Delay Damages. While the Contractor may schedule completion of all of the Work, or portions thereof, earlier than the Contract Time, the Owner is exempt from liability for and the Contractor will not be entitled to an adjustment of the Contract Sum or to any additional costs, damages, including, but not limited to, claims for extended general conditions costs, home office overhead, jobsite overhead, and management or administrative costs, or compensation whatsoever, for use of float time or for Contractor's inability to complete the Work earlier than the Contract Time for any reason whatsoever, including but not

limited to, delay cause by Owner or other Excusable Compensable Delay. See Section 6-6 of the Standard Specifications and City Special Provisions regarding compensation for delays.

7. INSURANCE.

7.1. **General.** The Contractor shall procure and maintain at its sole expense and throughout the term of this Agreement, any extension thereof, Commercial General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described herein.

7.2. **Additional Insured Endorsements.** The Contractor shall cause the insurance required by the Contract Document to include the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives as an additional insureds. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (11/85); or
2. ISO Additional Insured endorsement CG 20 10 (10/01) and Additional Insured Completed Operations endorsement CG 20 37 (10/01); or
3. substitute endorsements providing equivalent coverage, approved by the City.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.

7.3. **Waivers of Subrogation.** All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives.

7.4. **Primary Coverage.** All policies and endorsements shall stipulate that the Contractor's (and the Subcontractors') insurance coverage shall be primary insurance as respects the City of Moreno Valley, the City Council and each member thereof, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and their respective officials, employees, commission members, officers, directors, agents, employees, volunteers and representatives, and shall be excess of the Contractor's (and its Subcontractors') insurance and shall not contribute with it.

7.5. **Coverage Applies Separately to Each Insured and Additional Insured.** Coverage shall state that the Contractor's (and its Subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to

the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.

7.6. **Self-Insurance.** Any self-insurance (including deductibles or self-insured retention in excess of \$50,000) in lieu of liability insurance must be declared by Contractor and approved by the City in writing prior to execution of the Agreement. The City's approval of self-insurance, if any, is within the City's sole discretion and is subject to the following conditions:

1. Contractor must, at all times during the term of the Agreement and for a period of at least **one (1)** year after completion of the Project, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions, maintain and upon Owner's reasonable request provide evidence of:
 - (a) Contractor's "net worth" (defined as "total assets" [defined as all items of value owned by the Contractor including tangible items such as cash, land, personal property and equipment and intangible items such as copyrights and business goodwill]) minus total outside liabilities must be reflected in a financial statement for the prior fiscal year reflecting sufficient income and budget for Contractor to afford at least one loss in an amount equal to the amount of self-insurance;
 - (b) financial statements showing that Contractor has funds set aside/budgeted to finance the self-insured fund (i.e., Contractor has a program that fulfills functions that a primary insurer would fill; and
 - (c) a claims procedure that identifies how a claim is supposed to be tendered to reach the financing provided by the self-insured fund.
2. If at any time after such self-insurance has been approved Contractor fails to meet the financial thresholds or otherwise fails to comply with the provisions set forth in this Paragraph 7, at the option of the City:
 - (a) the Contractor shall immediately obtain and thereafter maintain the third party insurance required under this Paragraph 7 and otherwise on the terms required above; or
 - (b) the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or
 - (c) the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

7.7. **Insurer Financial Rating.** Insurance companies providing insurance hereunder shall be rated A-VII or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

7.8. **Notices to City of Cancellation or Changes.** Each insurance policy described in this Paragraph 7 shall contain a provision or be endorsed to state that coverage will not be cancelled

without **thirty (30) days'** prior written notice by certified or registered mail to the City (this obligation may be satisfied in the alternative by requiring such notice to be provided by Contractor's insurance broker and set forth on its Certificate of Insurance provided to the City), except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. If an insurance carrier cancels any policy or elects not to renew any policy required to be maintained by Contractor pursuant to the Contract Documents, Contractor agrees to give written notice to the City at the address indicated on the first page of the Agreement. Contractor agrees to provide the same notice of cancellation and non-renewal to the City that is required by such policy(ies) to be provided to the First Named Insured under such policy(ies). Contractor shall provide confirmation that the required policies have been renewed not less than seven (7) days prior to the expiration of existing coverages and shall deliver renewal or replacement policies, certificates and endorsements to the City Clerk within fourteen (14) days of the expiration of existing coverages. Contractor agrees that upon receipt of any notice of cancellation or alteration of the policies, Contractor shall procure within five (5) days, other policies of insurance similar in all respects to the policy or policies to be cancelled or altered. Contractor shall furnish to the City Clerk copies of any endorsements that are subsequently issued amending coverage or limits within fourteen (14) days of the amendment.

7.9. **Commercial General Liability.** Coverage shall be written on an ISO Commercial General Liability "occurrence" form CG 00 01 (10/01 or later edition) or equivalent form approved by the City for coverage on an occurrence basis. The insurance shall cover liability, including, but not limited to, that arising from premises operations, stop gap liability, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The policy shall be endorsed to provide the Aggregate Per Project Endorsement ISO form CG 25 03 (11/85). Coverage shall contain no contractors' limitation or other endorsement limiting the scope of coverage for liability arising from pollution, explosion, collapse, or underground (x, c, u) property damage. Contractor shall provide Products/Completed Operations coverage to be maintained continuously for a minimum of **one (1) year** after Final Acceptance of the Work, and any extension of the one-year correction guarantee period in accordance with Section 6-8.1 of the City Special Provisions.

Contractor shall maintain Commercial General Liability insurance with the following minimum limits: \$1,000,000 per occurrence / \$2,000,000 aggregate / \$2,000,000 products-completed operations.

7.10. **Business Automobile Liability.** Coverage shall be written on ISO form CA 00 01 (12/93 or later edition) or a substitute form providing equivalent coverage for owned, hired, leased and non-owned vehicles, whether scheduled or not, with \$1,000,000 combined single limit per accident for bodily injury and property damage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

7.11. **Workers' Compensation.** Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. Compliance is accomplished in one of the following manners:

1. Provide copy of permissive self-insurance certificate approved by the State of California; or
2. Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a minimal limit of **\$1,000,000** per accident; or
3. Provide a "waiver" form certifying that no employees subject to the Labor Code's Workers' Compensation provision will be used in performance of this Contract.

7.12. **Subcontractors' Insurance.** The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

8. **BONDS.** The Contractor shall furnish a satisfactory Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond shall be furnished as a guarantee of the faithful performance of the requirements of the Contract Documents as may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations, in an amount that shall remain equal to one hundred percent (100%) of the Contract Price.

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

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

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

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

Contractor agrees that the Labor and Materials Payment Bond and Faithful Performance Bond attached to this Agreement are for reference purposes only, and shall not be considered a part of this Agreement. Contractor further agrees that said bonds are separate obligations of the

Contractor and its surety, and that any attorney's fee provision contained in any payment bond or performance bond shall not apply to this Agreement. In the event there is any litigation between the parties arising from the breach of this Agreement, each party will bear its own attorneys' fees in the litigation.

9. RECORDS. The Contractor and its Subcontractors shall maintain and keep books, payrolls, invoices of materials, and Project records current, and shall record all transactions pertaining to the Contract in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, Riverside County, the State of California, the Federal Government, and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for at least three (3) years after Final Acceptance.

10. INDEMNIFICATION.

10.1. **General.** To the fullest extent permitted by law, the Contractor assumes liability for and agrees, at the Contractor's sole cost and expense, to promptly and fully indemnify, protect, hold harmless and defend (even if the allegations are false, fraudulent, or groundless), the City of Moreno Valley, its City Council, the Moreno Valley Housing Authority (MVHA), and the Moreno Valley Community Services District (CSD), and all of their respective officials, officers, directors, employees, commission members, representatives and agents ("Indemnitees"), from and against any and all claims, allegations, actions, suits, arbitrations, administrative proceedings, regulatory proceedings, or other legal proceeds, causes of action, demands, costs, judgments, liens, stop notices, penalties, liabilities, damages, losses, anticipated losses of revenues, and expenses (including, but not limited to, any fees of accountants, attorneys, experts or other professionals, or investigation expenses), or losses of any kind or nature whatsoever, whether actual, threatened or alleged, arising out of, resulting from, or in any way (either directly or indirectly), related to the Work, the Project or any breach of the Contract by Contractor or any of its officers, agents, employees, Subcontractors, Sub-subcontractors, or any person performing any of the Work, pursuant to a direct or indirect contract with the Contractor ("Indemnity Claims"). Such Indemnity Claims include, but are not limited to, claims for:

- A. Any activity on or use of the City's premises or facilities;
- B. Any liability incurred due to Contractor acting outside the scope of its authority pursuant to the Contract, whether or not caused in part by an Indemnified Party;
- C. The failure of Contractor or the Work to comply with any Applicable Law, permit or orders;
- D. Any misrepresentation, misstatement or omission with respect to any statement made in the Contract Documents or any document furnished by the Contractor in connection therewith;
- E. Any breach of any duty, obligation or requirement under the Contract Documents, including, but not limited to any breach of Contractor's warranties, representations or agreements set forth in the Contract Documents;
- F. Any failure to coordinate the Work with City's Separate Contractors;
- G. Any failure to provide notice to any party as required under the Contract Documents;
- H. Any failure to act in such a manner as to protect the Project from loss, cost, expense or liability;

- I. Bodily or personal injury, emotional injury, sickness or disease, or death at any time to any persons including without limitation employees of Contractor;
- J. Damage or injury to real property or personal property, equipment and materials (including, but without limitation, property under the care and custody of the Contractor or the City) sustained by any person or persons (including, but not limited to, companies, corporations, utility company or property owner, Contractor and its employees or agents, and members of the general public);
- K. Any liability imposed by Applicable Law including, but not limited to criminal or civil fines or penalties;
- L. Any dangerous, hazardous, unsafe or defective condition of, in or on the Site, of any nature whatsoever, which may exist by reason of any act, omission, neglect, or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors;
- M. Any operation conducted upon or any use or occupation of the Site by Contractor, its officers, agents, employees, or Subcontractors under or pursuant to the provisions of the Contract or otherwise;
- N. Any acts, errors, omission or negligence of Contractor, its officers, agents, employees, or Subcontractors;
- O. Infringement of any patent rights, licenses, copyrights or intellectual property which may be brought against the Contractor or Owner arising out of Contractor's Work, for which the Contractor is responsible; and
- P. Any and all claims against the City seeking compensation for labor performed or materials used or furnished to be used in the Work or alleged to have been furnished on the Project, including all incidental or consequential damages resulting to the City from such claims.

10.2. **Effect of Indemnitees' Active Negligence.** Contractor's obligations to indemnify and hold the Indemnitees harmless exclude only such portion of any Indemnity Claim which is attributable to the active negligence or willful misconduct of the Indemnitee, provided such active negligence or willful misconduct is determined by agreement of the parties or by findings of a court of competent jurisdiction. In instances where an Indemnitee's active negligence accounts for only a percentage of the liability for the Indemnity Claim involved, the obligation of Contractor will be for that entire percentage of liability for the Indemnity Claim not attributable to the active negligence or willful misconduct of the Indemnitee(s). Such obligation shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph 10. Subject to the limits set forth herein, the Contractor, at its own expense, shall satisfy any resulting judgment that may be rendered against any Indemnitee resulting from an Indemnity Claim. The Indemnitees shall be consulted with regard to any proposed settlement.

10.3. **Independent Defense Obligation.** The duty of the Contractor to indemnify and hold harmless the Indemnitees includes the separate and independent duty to defend the Indemnitees, which duty arises immediately upon receipt by Contractor of the tender of any Indemnity Claim from an Indemnitee. The Contractor's obligation to defend the Indemnitee(s) shall be at Contractor's sole expense, and not be excused because of the Contractor's inability to evaluate liability or because the Contractor evaluates liability and determines that the Contractor is not liable. This duty to defend shall apply whether or not an Indemnity Claim has merit or is meritless, or which involves claims or allegations that any or all of the Indemnitees were actively, passively, or concurrently negligent, or which otherwise asserts that the Indemnitees are responsible, in whole or in part, for any Indemnity Claim. The Contractor shall respond within thirty (30) Calendar Days to the tender of

any Indemnity Claim for defense and/or indemnity by an Indemnitee, unless the Indemnitee agrees in writing to an extension of this time. The defense provided to the Indemnitees by Contractor shall be by well qualified, adequately insured and experienced legal counsel acceptable to the City.

10.4. Intent of Parties Regarding Scope of Indemnity. It is the intent of the parties that the Contractor and its Subcontractors of all tiers shall provide the Indemnitees with the broadest defense and indemnity permitted by Applicable Law. In the event that any of the defense, indemnity or hold harmless provisions in the Contract Documents are found to be ambiguous, or in conflict with one another, it is the parties' intent that the broadest and most expansive interpretation in favor of providing defense and/or indemnity to the Indemnitees be given effect.

10.5. Waiver of Indemnity Rights Against Indemnitees. With respect to third party claims against the Contractor, to the fullest extent permitted by law, the Contractor waives any and all rights to any type of express or implied indemnity against the Indemnitees.

10.6. Subcontractor Requirements. In addition to the requirements set forth hereinabove, Contractor shall ensure, by written subcontract agreement, that each of Contractor's Subcontractors of every tier shall protect, defend, indemnify and hold harmless the Indemnitees with respect to Indemnity Claims arising out of, in connection with, or in any way related to each such Subcontractors' Work on the Project in the same manner in which Contractor is required to protect, defend, indemnify and hold the Indemnitees harmless. In the event Contractor fails to obtain such defense and indemnity obligations from others as required herein, Contractor agrees to be fully responsible to the Indemnitees according to the terms of this Paragraph 10.

10.7. No Limitation or Waiver of Rights. Contractor's obligations under this Paragraph 10 are in addition to any other rights or remedies which the Indemnitees may have under the law or under the Contract Documents. Contractor's indemnification and defense obligations set forth in this Paragraph 10 are separate and independent from the insurance provisions set forth in the Contract Documents, and do not limit, in any way, the applicability, scope, or obligations set forth in such insurance provisions. The purchase of insurance by the Contractor with respect to the obligations required herein shall in no event be construed as fulfillment or discharge of such obligations. In any and all claims against the Indemnitees by any employee of the Contractor, any Subcontractor, any supplier of the Contractor or Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the obligations under this Paragraph 10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor or any supplier of either of them, under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts. Failure of the City to monitor compliance with these requirements imposes no additional obligations on the City and will in no way act as a waiver of any rights hereunder.

10.8. Withholding to Secure Obligations. In the event an Indemnity Claim arises prior to final payment to Contractor, the City may, in its sole discretion, reserve, retain or apply any monies due Contractor for the purpose of resolving such Indemnity Claims; provided, however, the City may release such funds if the Contractor provides the City with reasonable assurances of protection of the Indemnitees' interests. The City shall, in its sole discretion, determine whether such assurances are reasonable.

10.9. Survival of Indemnity Obligations. Contractor's obligations under this Paragraph 10 are binding on Contractor's and its Subcontractors' successors, heirs and assigns and shall survive the completion of the Work or termination of the Contractor's performance of the Work.

11. SUCCESSORS AND ASSIGNS. The Parties bind themselves, their heirs, executors, administrators, successors and assigns the covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not, either voluntarily or by action of law, assign any right or obligation of the Contractor under the Contract Documents without prior written consent of the City.

(SIGNATURE PAGE FOLLOWS)

Attachment: Attachment 2 - Agreement (3609 : AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO HOT LINE CONSTRUCTION,

CITY OF MORENO VALLEY, Municipal Corporation

Hot Line Construction, Inc.

BY: _____
Thomas M. DeSantis, City Manager

License No./
Classification: _____

DATE: _____

Expiration Date: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Chief Financial Officer / City Treasurer
_____ Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

SIGNING INSTRUCTIONS TO THE CONTRACTOR:

Signature(s) must be accompanied by a completed notary certificate of acknowledgement attached hereto. A general partner must sign on behalf of a partnership. **Two (2)** corporate officers must sign on behalf of a corporation unless the corporation has a corporate resolution that allows one person to sign on behalf of the corporation; if applicable, said resolution must be attached hereto. The corporate seal may be affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/~~they~~, is/~~are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

Attachment: Attachment 2 - Agreement (3609 : AUTHORIZE THE AWARD OF THE CONSTRUCTION CONTRACT TO HOT LINE CONSTRUCTION,



Report to City Council

TO: Mayor and City Council

FROM: Patti Solano, Parks & Community Services Director

AGENDA DATE: September 17, 2019

TITLE: APPROVE AND EXECUTE AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES BETWEEN CITY OF MORENO VALLEY AND BRIGHTON HILL ACADEMY SPORTS AND LEARNING CENTER DBA THE FIRST TEE OF THE INLAND EMPIRE

RECOMMENDED ACTION

Recommendation:

1. Approve the Agreement for On-site and/or Professional Services for Brighton Hill Sports Academy (BHA) and Learning Center DBA The First Tee of the Inland Empire (TFTIE).

SUMMARY

This report recommends approval of the Agreement for On-site and/or Professional Services between the City of Moreno Valley and Brighton Hill Academy Sports and Learning Center DBA The First Tee of the Inland Empire and will allow TFTIE to provide life skills and golf instruction for Moreno Valley youth at the Cottonwood Golf Course.

DISCUSSION

In June 2019, the TFTIE and Southern California Public Golfers' Association (SCPGA) proposed a partnership with the City of Moreno Valley to provide TFTIE's The First Nine Tee Core Values program and golf instruction for youth 5-17 years of age at the Cottonwood Golf Course during the after school hours (3:45 – 5:15 p.m.) at no cost to the City. TFTIE will pay the City \$35 per day for use of the Cottonwood Golf Course facilities (meeting room, kitchen and course). Additional fees will apply for supplementary days/hours for classes, tournaments, morning instruction or summer camps, if requested, as program develops.

BHA/TFTIE is a private non-profit, 501(c)(3) corporation dedicated to youth character development and academic excellence. BHA is doing business as the First Tee of the Inland Empire serving San Bernardino and Riverside Counties. BHA/TFTIE's goal is to serve children located in the city's core who shall be given the opportunity for a successful start in education and sport regardless of age, race, gender, family composition, income or community.

The First Tee Life Skills Experience focuses on Nine Core Values: honesty, integrity, respect, responsibility, courtesy, sportsmanship, confidence, judgement and perseverance. The program serves youth ages 5 – 17 during after-school hours offering a safe and positive learning environment, providing character education and essential life skills lessons while learning the game of golf. The cost of the program is \$80 for an eight-week session. Scholarships are available for those in need.

Staff considers these services compatible uses of the Cottonwood Golf Course and consistent with youth-related initiatives as identified in the Momentum MoVal strategic plan.

ALTERNATIVES

1. Approve the Agreement for On-site and/or Professional Services for Brighton Hill Academy Sports and Learning Center DBA The First Tee of the Inland Empire, subject to final approval of the City Attorney.
2. Elect to not approve the Agreement for On-site and/or Professional Services for Brighton Hill Academy Sports and Learning Center DBA The First Tee of the Inland Empire, and provide further direction to staff.

FISCAL IMPACT

There is no impact on the General Fund. The term of the agreement shall be three-years commencing on the 21st day of October 2019 through the 21st day of October 2022 with an option to extend for two additional one-year terms. Revenue from this agreement will post to the Zone A Fund (5011-50-58-35213-463000 - Cottonwood Golf Course revenue). No budget adjustment is necessary at this time. An adjustment may be made later, as the program develops.

NOTIFICATION

Posting of the agenda

PREPARATION OF STAFF REPORT

Prepared By:
Erica Green
Parks and Community Services Deputy Director

Department Head Approval:
Patti Solano
Parks and Community Services Director

CITY COUNCIL GOALS

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

Objective 5.5: Promote a healthy community and lifestyle.

See the Discussion section above for details of how this action supports the City Council's Strategic Priorities.

ATTACHMENTS

- 1. Agreement for On-Site and-or Professional Services - First Tee

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/11/19 3:10 PM
City Attorney Approval	<u>✓ Approved</u>	9/11/19 3:48 PM
City Manager Approval	<u>✓ Approved</u>	9/12/19 12:26 PM

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the “City”, and **Brighton Hill Academy Sports and Learning Center DBA The First Tee of the Inland Empire, a California Corporation**, with its principal place of business at **215 North D Street Suite 304, San Bernardino, CA 92401**, hereinafter referred to as the “Contractor,” based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors;
- B. Contractor desires to perform and assume responsibility for the provision of professional **golf instruction, life skills and tutoring** contracting services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing professional **golf instruction, life skills and tutoring** contracting services, is licensed in the State of California, if applicable;
- C. City desires to engage Contractor to render such services for **golf instruction, life skills and tutoring** as set forth in this Agreement;
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. CONTRACTOR INFORMATION:

Contractor’s Name: Brighton Hill Academy sports and Learning Center DBA The First Tee of the Inland Empire
 Address: 215 North D Street Suite 304
 City: San Bernardino State: CA Zip: 92401
 Business Phone: 909.297.6262 Fax No. _____
 Other Contact Number: 909.747.5294
 Business License Number: _____
 Federal Tax I.D. Number: 46-4933764

2. CONTRACTOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Contractor’s scope of service is described in Exhibit “A” attached hereto and incorporated herein by this reference.
- B. The City’s responsibilities are described in Exhibit “B” attached hereto and incorporated herein by this reference.

Attachment: Agreement for On-Site and/or Professional Services - First Tee (3754 : APPROVE AND EXECUTE AGREEMENT FOR ON-SITE

- C. The term of this Agreement shall be from October 21, 2019 to October 21, 2022 unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Contractor's requests for extensions of time in which to complete the work required. The Contractor shall not be responsible for performance delays caused by others or delays beyond the Contractor's reasonable control (excluding delays caused by non-performance or unjustified delay by Contractor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Contractor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.
- B. Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Contractor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Contractor at the request of the City. The key personnel for performance of this Agreement are as follows: **Pamela Tyler, Co-Founder, Executive Director**.
- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

- G. Contractor's Representative. Contractor hereby designates **Pamela Tyler, Co-Founder, Executive Director**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Contractor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Contractor shall be liable for all violations of such laws and regulations in connection with services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Contractor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the profession necessary to perform the services. Contractor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this Agreement. Any employee of the Contractor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Contractor and shall not be re-employed to perform any of the services or to work on the project.
- J. Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.

- K. Additional Indemnity Obligations. Contractor shall defend, with counsel of City’s choosing and at Contractor’s own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section “J” that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City’s attorney’s fees and costs, including expert witness fees. Contractor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. Insurance Requirements. The Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best’s Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

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

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

Bodily Injury	\$1,000,000 per occurrence/ \$2,000,000 aggregate
Property Damage	\$500,000 per occurrence/ \$500,000 aggregate

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

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

Attachment: Agreement for On-Site and/or Professional Services - First Tee (3754 : APPROVE AND EXECUTE AGREEMENT FOR ON-SITE

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

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

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

- M. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- N. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- O. (a) The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Contractor. The written notice shall specify the date of termination. Upon receipt of such notice, the Contractor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Contractor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Contractor in accordance herewith through the date of termination.

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

(c) If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished documents and data and other information of any kind prepared by Contractor in connection with the performance of services under this Agreement. Contractor shall be required to provide such documents and other information within fifteen (15) days of the request.

(d) In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.

P. Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractor’s time and materials charges under the Agreement. Such records shall be retained by the Contractor for three (3) years following completion of the services under the Agreement.

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

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

S. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Brighton Hill Academy Sports and Learning Center DBA The First Tee
of the Inland Empire
215 North D Street Suite 304
San Bernardino, CA 92401
Attn: Pamela Tyler, Co-Founder Executive Director

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Patti Solano, Parks & Community Services Director

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- T. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- U. City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this project.
- V. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- W. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- X. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the parties.
- Y. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- Z. Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- AA. Assignment or Transfer. Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.
- BB Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by CONTRACTOR for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.
1. CONTRACTOR shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event CONTRACTOR violates or breaches terms of the Agreement.
 2. CITY may terminate the Agreement for cause or for convenience, and CONTRACTOR may terminate the Agreement, as provided the General Conditions.
 3. CONTRACTOR shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of

October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by CITY and/or subcontracts in excess of \$10,000 entered into by CONTRACTOR.)

4. CONTRACTOR shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)

5. CONTRACTOR shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).

6. CONTRACTOR shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).

7. CONTRACTOR shall observe CITY requirements and regulations pertaining to reporting included in the General Conditions.

8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the CITY.

9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the CITY. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.

10. CONTRACTOR shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

11. CONTRACTOR shall retain all required records for three years after CITY makes final payments and all other pending matters relating to the Agreement are closed.

12. CONTRACTOR shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)

13. CONTRACTOR shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

Brighton Hill Academy sports and Learning Center DBA The First Tee of the Inland Empire

BY: _____
Parks & Community Services Director

BY: _____

TITLE: President

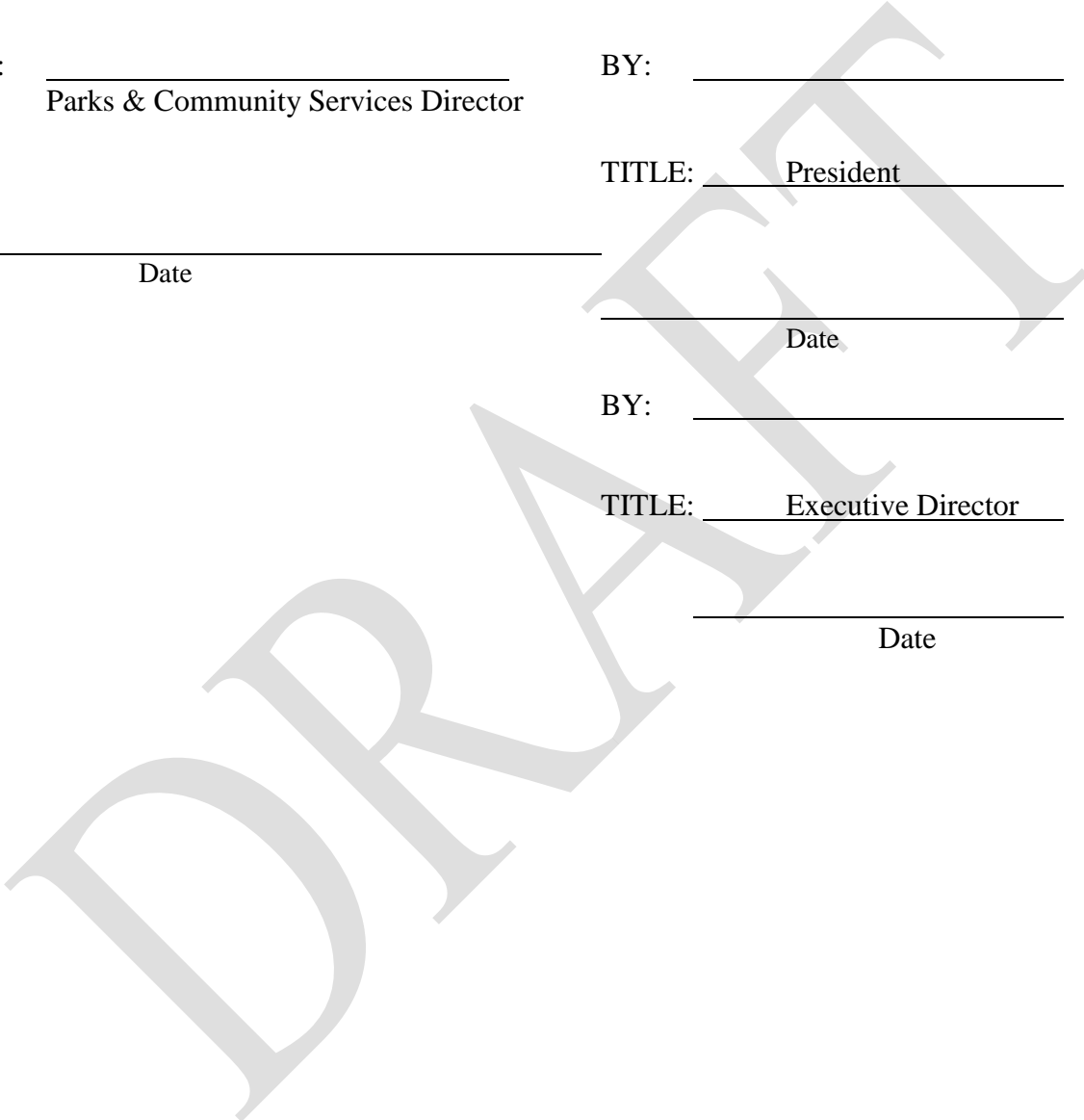
Date

Date

BY: _____

TITLE: Executive Director

Date



Attachment: Agreement for On-Site and/or Professional Services - First Tee (3754 : APPROVE AND EXECUTE AGREEMENT FOR ON-SITE

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

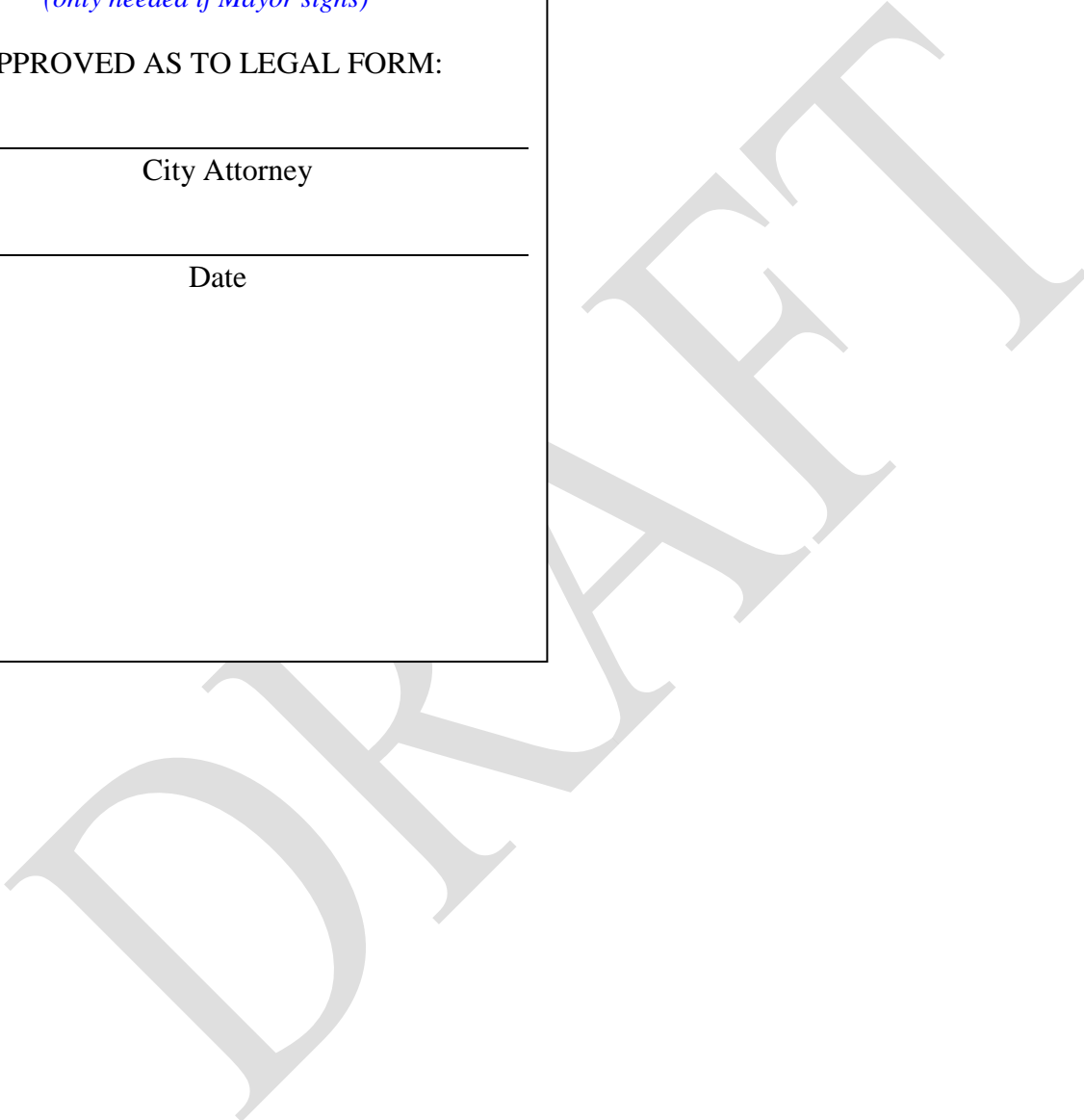


EXHIBIT A
Contractor's Scope of Service

1. Pay City of Moreno Valley \$35 per day for rental of facilities 2 days per week 3 – 6 p.m. by the first day of each month. Additional fees will apply for supplementary days/hours for classes, tournaments, morning instruction or summer camps, if requested, as program develops.
2. Provide the City with any additional requested days and times 30 days before said dates.
3. Ensure all staff, coaches and volunteers are live scanned/background checked and cleared through the City of Moreno Valley before assisting/working with the program at the Cottonwood Golf Course.
4. Ensure room(s)/areas are cleaned and returned to original condition after each class (place all trash in trash cans, store laptops, wipe down tables and chairs, etc.)
5. Provide TFTIE custom products for sale (ie. shirts, hats, etc.). City staff will process sales of TFTIE items in Pro Shop via ActiveNet. A check will be processed for TFTIE monthly for product sales excluding ActiveNet's processing fees for sale of said items. Complete inventory of all items provided for sale.
6. Recruit participants for program via schools, charter schools, private schools, etc.
7. Process registration via Salesforce and administer scholarships as needed. Ensure all participants complete the City of Moreno Valley Hold Harmless Waiver and submit to City by the 15th of each month (dependent on registration dates). Golf Course staff will not process registration.
8. Ensure each parent or guardian of participants, sign students in and out. City staff will not assist in this process.
9. Provide free lunches (when applicable) to participants via Feeding America program.
10. Ensure all staff, volunteers, coaches etc. who will be serving food hold a current food handlers permit and provide copies to the City of Moreno Valley.
11. Provide laptops for tutoring and life skills courses to include all applicable cords. Remove laptops at the conclusion of each class.
12. Provide all office/school supplies needed for participants in program (pens, pencils, notepads, handouts, etc.)
13. Maintain at most a 10:1 student to coach/instructor ratio.
14. Provide all equipment for participant use in program (clubs, golf balls, tees, etc.). Inventory all equipment stored at Golf Course.
15. Maintain current insurance documents, business license and any other documents as required by this agreement.

16. Honor the natural course of play for public golfers and do not disrupt flow.
17. Obtain City approval for any guest speakers, special activities etc. at least 3 weeks before desired activity. Additional documentation may be required.
18. Include City logo and obtain City approval for any publicity highlighting the First Tee program at the Cottonwood Golf Course.
19. Provide program curriculum to City prior to each session start date.

DRAFT

EXHIBIT B**CSD RESPONSIBILITY**

1. Provide access to course, meeting room, patio and kitchen 2 days per week from 3 – 6 p.m. as well as supplementary days/hours for classes, tournaments, morning instruction or summer camps, if requested, as program develops.
2. Provide tables and chairs for program use.
3. Provide storage area in Pro Shop for First Tee supplies and equipment.
4. Assist in advertising First Tee program, including but not limited to, ad in Soaring Guide (3 times per year), social media, website, flyers, etc.
5. Provide space for First Tee products to be sold in Pro Shop. Take payment for items via ActiveNet. Process check to TFTIE monthly for product sales excluding ActiveNet's processing fees.
6. Recruit participants for program via schools, charter schools, private schools, etc.
7. Provide janitorial service for Golf Course facilities each week.
8. Provide space for PGA/First Tee banner in prominent location.
9. Coordinate live scan for each instructor, volunteer, coach etc.
10. Process agreement and required documents.



Report to City Council

TO: Mayor and City Council

FROM: Pat Jacquez-Nares, City Clerk
Marshall Eyerman, Chief Financial Officer

AGENDA DATE: September 17, 2019

TITLE: APPROVE AN AGREEMENT FOR LASERFICHE CLOUD
SUBSCRIPTION SERVICES

RECOMMENDED ACTION

Recommendation:

That the Mayor and City Council:

Authorize the City Manager to execute a contract to Compulink Management Center, Inc., dba Laserfiche Solutions Group, of Long Beach, CA, for the design, configuration, and implementation an Enterprise Document Management System, subject to the approval of the City Attorney.

SUMMARY/DISCUSSION

This staff report request the approval of a contract to Compulink Management Center, Inc., dba Laserfiche Solutions Group, of Long Beach, CA, for the design, configuration, and implementation an Enterprise Document Management System, for one-time services in the amount of \$309,632, ongoing annual maintenance, support, and subscription licensing quoted for the first year in the amount of \$86,830, equipment costs (to include large and small format scanners) in the amount of \$30,995, backfill labor cost not to exceed \$100,000, and a contingency amount not to exceed \$60,100 for a total amount of \$587,557. Additional budget shall be available for additional conversion costs to include but not limited to the scanning of planning and development files, which staff will return to Council with a separate contract for this part of the project based on the procurement policy.

The old document management system (SIRE) is out dated and users no longer receive support from the company. The SIRE system is very difficult for users to navigate and therefore, has not been utilized to its full potential. This new document management

system (Laserfiche) will provide staff with the ease of electronic document retrieval and storage. Laserfiche will provide staff with the ability to track document retention schedules and offsite storage within the documents indexing fields. This new system will increase staff's efficiency in responding to inquiries and document requests by the City's internal and external customers along with promoting the City's transparency.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will provide for the ultimate, timely implementation of the Laserfiche Project.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will result in delaying the timely implementation of this project and may cause delays in record storage and distribution.*

FISCAL IMPACT

As part of the City Council's adoption of the Fiscal Year 2019/2020 Budget, funding was allocated for the Laserfiche software upgrade for access to public records through the Technology Services Fund.

Description	GL Account No.	Type (Rev/Exp)	FY 19/20 Budget	Proposed Adjustment	FY 19/20 Amended Budget
Tech. Services	7220-30-39-25452-660310	Exp	\$925,000	\$0	\$925,000

NOTIFICATION

Publication of the Agenda.

PREPARATION OF STAFF REPORT

Department Head Approval:
Pat Jacquez-Nares
City Clerk

Concurred by:
Marshall Eyerman
Chief Financial Officer/City Treasurer

CITY COUNCIL GOALS

None

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life

6. Youth Programs

ATTACHMENTS

1. Laserfiche Cloud Subscription Agreement DRAFT

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/12/19 4:55 PM
City Attorney Approval	<u>✓ Approved</u>	9/12/19 4:58 PM
City Manager Approval	<u>✓ Approved</u>	9/12/19 5:01 PM



Laserfiche Cloud Subscription Agreement

This Laserfiche® Cloud Subscription Agreement (“**Agreement**”) is between Laserfiche (as defined below) and you or the entity that you represent (“**Subscriber**,” “**you**” or “**your**”) and governs your use of Laserfiche Cloud, the Subscriptions, and the Services Environment, each as defined below. This Agreement incorporates by reference the following documents posted on Laserfiche.com (the “**Laserfiche Site**”): (1) the Terms of Use located at <https://www.laserfiche.com/legal/terms-of-use/> (“**Terms of Use**”) and (2) the Data Processing Addendum (“**DPA**”), as these policies and terms may be modified by Laserfiche or its Affiliates from time to time (collectively, the “**Additional Policies**”).

BY CHECKING THE “I AGREE TO THE SUBSCRIPTION AGREEMENT” BOX ON THE ORDER FORM OR ACCESSING OR USING LASERFICHE CLOUD, ANY SUBSCRIPTION OR THE SERVICES ENVIRONMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT COMPANY OR LEGAL ENTITY TO THIS AGREEMENT, IN WHICH CASE “YOU” SHALL MEAN SUCH ENTITY. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU SHOULD NOT CHECK THE “I AGREE TO THE SUBSCRIPTION AGREEMENT” BOX ON THE ORDER FORM AND YOU MAY NOT USE LASERFICHE CLOUD, ANY SUBSCRIPTION OR THE SERVICES ENVIRONMENT. THIS AGREEMENT WILL BECOME BINDING ON LASERFICHE ONLY WHEN LASERFICHE NOTIFIES YOU IN WRITING OF LASERFICHE’S ACCEPTANCE OF THE ORDER FORM AFTER YOU HAVE CHECKED THE “I AGREE TO THE SUBSCRIPTION AGREEMENT” BOX ON THE ORDER FORM.

1.0 Definitions. The following definitions will apply to this Agreement:

“**Account**” means the account Laserfiche provisions for you in the Services Environment through which you and your Users can access services and content according to the Subscriptions purchased by you, including Laserfiche Cloud Product Components and Your Content.

“**Affiliate**” means, with respect to a party, any person or entity that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with such party, where “control” means ownership of fifty percent (50%) or more of the outstanding voting securities (but only as long as such person or entity meets these requirements).

“**Confidential Information**” means all nonpublic information, whether disclosed by a party or its Affiliates or their respective employees or contractors, that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information also includes: (a) nonpublic information relating to a party or its Affiliates’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that each party is obligated to keep confidential; and (c) the terms of any agreements, discussions or negotiations between the parties, the Laserfiche Cloud Solution Providers or Affiliates. Confidential Information does not include any information that: (i) is or becomes publicly available without either a breach of this Agreement or a breach of an obligation of confidentiality by someone else; (ii) can be shown by documentation to have been known to you at the time you received it from us; (iii) is received from a third party that lawfully acquired and disclosed it without any obligation of confidentiality; or (iv) can be shown by documentation to have been independently developed by the receiving party without reference to the other party’s Confidential Information.

“Data Center Region” refers to the geographic region in which the Services Environment is physically located. The Data Center Region applicable to the Subscriptions you have purchased is the United States of America unless specifically noted otherwise on your Order Form.

“Documentation” means the getting started guides, user guides, quick reference guides, and other technical and operations manuals and specifications published by Laserfiche about Laserfiche Cloud and the Services Environment.

“Effective Date” means the date on which Laserfiche accepts your Order Form by provisioning your Account and gives you administrative access to your first Laserfiche Cloud Subscription.

“Excluded Claim” shall have the meaning set forth in Section 9.0.

“Laserfiche”, “we”, “us”, or “our” means Compulink Management Center, Inc., a California corporation, or its Affiliate, as the case may be, that is named as the contracting entity in respect of this Agreement in accordance with Section 19.4.

“Laserfiche Cloud” or “Laserfiche Cloud Subscriptions” means the mix of Laserfiche Cloud Product Components running as services in the Services Environment for use by Subscriber and its Users in accordance with this Agreement.

“Laserfiche Cloud Product Component” means a Product Component that is proprietary to Laserfiche, and subject to Subscriber’s compliance with this Agreement, is operated in the Services Environment by Laserfiche for Subscriber’s use of such Product Component as part of Laserfiche Cloud.

“Laserfiche Cloud Solution Provider” means any other entity or person that has been authorized by us to market Subscriptions and provide Subscriber certain Support to facilitate Subscriber’s use of Laserfiche Cloud and any other Subscriptions purchased by Subscriber.

“Laserfiche Content” means content that we or our suppliers make available in connection with Laserfiche Cloud or the Laserfiche Site to allow you to access and use Laserfiche Cloud, including Documentation, sample code, software libraries, command line tools, and other related technology. Notwithstanding the foregoing, Laserfiche Content does not include: (a) Laserfiche Product Components or (b) Third Party Content.

“Laserfiche On-Premises License Agreement” means the applicable Laserfiche End User License Agreement available at <https://www.laserfiche.com/eula/home> for Laserfiche products licensed on an on-premises basis.

“Laserfiche On-Premises Product Component” means a Product Component that is proprietary to Laserfiche, and subject to Subscriber compliance with the applicable Laserfiche On-Premises License Agreement, may be installed and operated on-premises by Subscriber for use with Laserfiche Cloud.

“Laserfiche Product Components” means Laserfiche On-Premises Product Components and Laserfiche Cloud Product Components.

“Laserfiche Software” means Laserfiche’s proprietary application programming interfaces, software, and other code comprised in: (a) Laserfiche Cloud, (b) the Services Environment, (c) any and all

modifications and enhancements to Laserfiche Cloud and the Services Environment, and (d) Laserfiche Product Components.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including viruses, worms, time bombs and Trojan horses.

“Order Form” or **“Order”** means a Laserfiche form, including any addenda and supplements, which specifies the Subscriptions you wish to purchase. The Order Form has a link that will allow you to access and review this Agreement and an “I agree to the Subscription Agreement” check box that when checked indicates your agreement to be bound by the terms of this Agreement with respect to the Subscriptions specified on the Order Form.

“Personal Data” shall have the meaning set forth in the Data Processing Agreement.

“Product Components” means those software products, tools, modules, or components that you may license from Laserfiche or its Affiliates, or each of their respective resellers and Laserfiche Cloud Solution Providers for a separate fee for use as part of or in connection with Laserfiche Cloud, provided that where such software products, tools, modules or components are licensed by: (a) Laserfiche, you agree to Laserfiche’s terms and conditions for using such software products, tools, modules or components, and (b) third parties, you agree that you are subject to the applicable third party’s terms and conditions for using such software products, tools, modules or components.

“Services Environment” means the hosted environment provided by Laserfiche from which you may remotely access, as applicable and subject to the terms and conditions of this Agreement: (a) your Laserfiche Cloud Subscriptions, (b) Third Party Content, and (c) Your Content, as uploaded by you or your Users to your Account.

“Subscriptions” means term-based licenses to use Product Components ordered by you as set forth on an Order Form that is accepted and issued by Laserfiche.

“Subscription Term” shall have the meaning set forth in Section 6.1.

“Subscription Usage Limit” shall have the meaning set forth in Section 4.5.

“Support” refers to either Laserfiche’s obligation or, if you have a Laserfiche Cloud Solution Provider, your Laserfiche Cloud Solution Provider’s obligation, to provide you with ongoing assistance in onboarding, initiating, configuring, accessing, and utilizing the functionality and features of Laserfiche Cloud. As applicable, we have further agreed to provide more specialized technical assistance to your Laserfiche Cloud Solution Provider (as applicable) should your issue appear unusually complex or difficult for your Laserfiche Cloud Solution Provider to resolve after reasonable diligence.

“Third Party Content” means: (a) Third Party On-Premises Product Components, and (ii) other documents, files, data, text, audio, video, images, forms, process definitions, workflows, configuration, applications, software code, or other content and information made available to you by any third party for use with Laserfiche Cloud.

“Third Party On-Premises Product Component” means a Product Component that is proprietary to a third party, and subject to Subscriber compliance with such third party’s terms and conditions for such

Product Component, may be installed and operated on-premises by Subscriber for use with Laserfiche Cloud.

“User” means an individual whom Subscriber has authorized to access or use Laserfiche Cloud or the Services Environment, for whom Subscriber has ordered Laserfiche Cloud and any other Subscriptions, and to whom Subscriber has supplied a User identification and password to access Subscriber’s Account. Users may include, for example, Subscriber’s employees, consultants, contractors and agents, and third parties with whom Subscriber transacts business.

“Wind Down Period” has the meaning given to such term in Section 6.3.

“Your Content” means documents, files, data, text, audio, video, images, forms, process definitions, workflows, configuration, applications, software code, or other content or information that is not Laserfiche Software, Laserfiche Content, or Third Party Content and that you or any User (a) upload to Laserfiche Cloud, (b) run on Laserfiche Cloud, or (c) cause to interface with Laserfiche Cloud under your Account. Subject to Section 8.0, Your Content includes Personal Data.

2.0 Laserfiche Cloud Subscriptions. We will make the Laserfiche Cloud Subscriptions and any other Subscriptions you purchase, available to you pursuant to this Agreement and the terms stated on the applicable Order Form(s) accepted by us in writing.

3.0 Payment and Fees

3.1 Subscriptions. The first Laserfiche Cloud Subscription you purchase shall commence on the Effective Date. Additional Product Components may be used with your Account subject to your payment of the applicable fees for Subscriptions for the additional Product Components. Any additional Subscriptions will terminate on the same date as the first Laserfiche Cloud Subscription you purchased.

3.2 Fees. All fees are due upfront for Subscribers who pay Laserfiche directly. Once you submit an Order Form, the Order Form is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or in the Order Form. There will be no refunds for decreases in Subscription Usage Limits during a Subscription Term for any Subscription. If you exceed the Subscription Usage Limits, Laserfiche may work with you to seek to reduce your usage so that it conforms to the Subscription Usage Limits. If, notwithstanding Laserfiche’s efforts, you are unable or unwilling to abide by the Subscription Usage Limits, you will execute an Order Form for additional quantities of the applicable Services or Content promptly upon our request, and/or pay any invoice for excess usage in accordance with then-current overage pricing, which Subscriber may ask to review at any time.

3.3 Payments. As applicable, your Laserfiche Cloud Solution Provider may choose to bill you themselves or require you to submit credit card information to us so that we may charge your credit card. If we charge your credit card, the charge will be reflected in your Account. If you are required to submit credit card information to us, you are responsible for providing complete and accurate billing, credit card, and contact information and notifying us of any changes to such information. If you provide credit card information, you authorize a charge to your credit card for the Subscriptions you purchase as listed in the Order Form for the initial Subscription Term, renewal Subscription Term(s), and when you exceed Subscription Usage Limits.

3.4 Overdue Charges. If we do not receive any amount you owe by the due date, then, without limiting our rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower. If your payment is late by 30 days or more, we may reduce or suspend access to your Account and the Services Environment and begin collection efforts. If the amounts you owe us are not paid within 60 days of the due date, we may cancel your Account, terminate your Subscriptions and the Services Environment, and delete Your Content in accordance with Section 6.

3.5 Taxes. Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any state or other taxing authority whatsoever (collectively, “Taxes”). You are responsible for paying all Taxes associated with your Subscriptions. For clarity, we are solely responsible for taxes assessable against us based on our income, property, and employees.

4.0 Certain Qualifications

4.1 Your Content. You grant us, AWS, and our respective Affiliates, a worldwide license, during the Subscription Term and the Wind Down Period, to host, copy, transmit, and display or execute Your Content (other than in violation of the terms and conditions of this Agreement), as reasonably necessary for us to provide Laserfiche Cloud, the Subscriptions, and the Services Environment, in accordance with this Agreement. You acknowledge and agree that your revocation of any of the foregoing licenses granted by you shall release Laserfiche from any and all obligations to provide or make available Laserfiche Cloud, the Subscriptions, and/or the Services Environment, in whole or in part, to you and any User and we shall not be obligated under any circumstances to refund any amounts paid by you to us in connection with Laserfiche Cloud, the Subscriptions, and/or the Services Environment. Subject to the limited licenses granted by you to us in this Section, we acquire no right, title or interest from you or your licensors under this Agreement in or to Your Content. We make no representation or warranty regarding the interoperability of Your Content with the Services Environment or Laserfiche Software.

4.2 Third Party Content. Third Party Content, including Third Party On-Premises Product Components, are subject to the applicable third party’s terms and conditions, including privacy and data gathering practices. We make no representation or warranty regarding Third Party Content or the interoperability of the Services Environment or Laserfiche Cloud with such Third Party Content. Your use of Third Party Content is at your sole risk and any separate fees, charges, and obligations you incur in your dealings with the applicable third parties, are your responsibility. You agree not to use any Third Party Content other than in accordance with this Agreement and the applicable third party’s terms and conditions. With respect to the use of any Third Party Content, in the event of conflict or inconsistency between any provision of this Agreement and the applicable third party’s terms and conditions, the third party’s terms and conditions shall control but only so long as the use of the Third Party Content in conjunction with Laserfiche Cloud is not in violation of this Agreement.

4.3 Security. We will provide an infrastructure for securing data and will maintain the Services Environment at an industry standard level of security. We utilize Amazon Web Services, Inc. (“AWS”), a public cloud, to provide the Services Environment on which Laserfiche Cloud will run to store and secure Your Content. However, no company, including Laserfiche, can fully eliminate security risks connected to handling data on the Internet and you acknowledge, understand, and agree that we cannot and do not guarantee the security of your Account or Your Content, including your Personal Data, while it is transmitted over the Internet or stored on the Laserfiche Site or Services Environment.

4.4 Service Levels. Subject to your compliance with all of the terms and conditions of this Agreement, including payment obligations, Laserfiche will provide Laserfiche Cloud in accordance with the service level agreement (“SLA”), if an SLA is included in your Order. Laserfiche’s entire obligation, and Subscriber’s exclusive remedy for any service level violation, will solely be the specific remedies set forth in the SLA, with no substitution.

4.5 Subscription Usage Limits. Laserfiche Cloud Subscriptions purchased by Subscriber may be subject to usage limits as set forth in the Order Form (“**Subscription Usage Limits**”). Unless otherwise specified in an Order Form, (a) a quantity in such Order Form refers to the maximum number of Users permitted to access Laserfiche Cloud, (b) a User’s password may not be shared with any other individual, and (c) a User-based Subscription may be reassigned to a new individual replacing one who no longer requires ongoing use of Laserfiche Cloud. If you exceed any Subscription Usage Limit, you agree to pay the amount for any excess usage in accordance with Laserfiche’s applicable pricing and payment terms then in effect.

4.6 Your Responsibilities. You will (a) be responsible for each User’s compliance with this Agreement, (b) be responsible for the accuracy, quality and legality of Your Content and the means by which you or any User acquired Your Content, (c) not permit any unauthorized access to or use of your Subscriptions, the Laserfiche Software, or the Services Environment, and you shall notify us promptly of any such unauthorized access or use, (d) use your Subscriptions only in the ordinary course of your business in accordance with the terms and conditions of this Agreement and the Order Form, the Documentation, and all applicable laws and regulations, and (e) ensure that Your Content and all Third Party Content you use with Laserfiche Cloud, the Services Environment, or any Laserfiche Software does not result in a violation of this Agreement. You are also solely responsible for the development, operation, maintenance, and use of Your Content, including, by way of example: (i) the technical operation of Your Content, including the interoperability of Your Content with the Services Environment and Laserfiche Software; (ii) compliance of Your Content with all applicable laws and regulations; (iii) any claims relating to Your Content; (iv) proper handling and processing of notices sent to you (or any of your Affiliates) by any person claiming that Your Content infringes or violates such person’s rights, including notices pursuant to the Digital Millennium Copyright Act; and (v) the theft, loss or destruction of Your Content within your organization’s control.

4.7 Usage Restriction. You will not (a) make Laserfiche Cloud, any Subscription, the Laserfiche Software, the Services Environment, any Laserfiche Content, or any Third Party Content, available to, or use Laserfiche Cloud, any Subscription, the Laserfiche Software, the Services Environment, any Laserfiche Content or any Third Party Content for the benefit of, anyone other than Subscriber or your Users, (b) use Laserfiche Cloud, any Subscription, the Laserfiche Software or Services Environment to create, store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to create, store or transmit material in violation of third-party privacy, copyright, trademark, patent or other intellectual property rights, (d) use Laserfiche Cloud, any Subscription, the Laserfiche Software or the Services Environment to create, store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of Laserfiche Cloud, any Subscription, the Laserfiche Software, the Services Environment, any Laserfiche Content, or any Third Party Content, (f) attempt to gain unauthorized access to Laserfiche Cloud, any Subscription, the Laserfiche Software or the Services Environment, or any systems or networks related to the foregoing, (g) permit direct or indirect access to, or use of, Laserfiche Cloud, any Subscription, the Laserfiche Software or the Services Environment in a way that circumvents any Subscription Usage Limit, (h) copy any Laserfiche Software, Laserfiche Content, or Third Party Content, or any part, feature, function or user interface of it, (i) embed or mirror any part of Laserfiche Cloud, any Subscription, the Services Environment, or any Laserfiche Content, other than embedding on your own intranets or otherwise for your own internal

business purposes or as permitted in the applicable Documentation, (j) access any Laserfiche Software to develop, create, improve or build a product or service that competes with Laserfiche Cloud, any Subscription, or any Laserfiche Software, or for any other benchmarking or competitive purpose, or (k) use any Third Party Content with Laserfiche Cloud other than as permitted by the applicable third party's terms and conditions therefor and this Agreement.

4.8 Indemnification. Subscriber will defend, indemnify, and hold harmless Laserfiche and each Laserfiche Cloud Solution Provider, Laserfiche Affiliate and Laserfiche authorized reseller, and each of Laserfiche's, Laserfiche Cloud Solution Provider's, Laserfiche Affiliate's and Laserfiche authorized reseller's, employees, officers, directors, shareholders, and agents (collectively, "**Indemnified Parties**"), from and against any and all claims, damages, fines, penalties, losses, liabilities, costs, and expenses (including reasonable attorneys' fees and costs) arising out of or relating to any third-party claim concerning: (a) Subscriber, any Subscriber Affiliate's or any User's use of Laserfiche Cloud, the Subscriptions, Cloud Product Components, Laserfiche Content or Third Party Content, including any activities or use by Subscriber's or Subscriber's Affiliates' employees, contractors, or agents; (b) breach of this Agreement or violation of applicable law by Subscriber, any Subscriber Affiliate, or any User; (c) Your Content or the combination of Your Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third-party rights by Your Content or by the use, development, design, production, advertising or marketing of Your Content; or (d) Subscriber's breach of any of Subscriber's obligations, contractual or otherwise, that Subscriber may owe to Users with respect to Laserfiche Cloud, the Services Environment, or associated services or Support; (e) use of Third Party Content with Laserfiche Cloud or the Services Environment; (f) a dispute between Subscriber, any Subscriber Affiliate or any User, on the one hand, and any third party; (g) a dispute between Subscriber or any Subscriber Affiliate, on the one hand, and any User; or (h) an Excluded Claim. If we or any other Indemnified Party is obligated to respond to a third party subpoena or other compulsory legal order or process described above, Subscriber will also reimburse us for reasonable attorneys' fees, as well as the applicable Indemnified Party's employees', contractors' and agents' time and materials spent responding to the third-party subpoena or other compulsory legal order or process at our then-current hourly rates. We have the right to assume control of the defense and settlement of the claim at any time whenever it may affect our rights of intellectual property, directly or indirectly, at Subscriber's expense. However, Subscriber may, at Subscriber's expense: (a) use counsel of Subscriber's own choosing (subject to our written consent) to defend claims against Subscriber; and (b) settle the claim against Subscriber (but not against Laserfiche or any other Indemnified Party without our express written consent) as Subscriber deems appropriate, provided that Subscriber obtains our prior consent before entering into any settlement, which shall not be unreasonably withheld.

4.9 Changes. From time to time, we reserve the right to modify or enhance Laserfiche Software and the Services Environment with the objective of providing you with a substantially equal or enhanced Laserfiche Cloud or comply with applicable laws or regulations, at no additional cost to you. In addition, from time to time, we reserve the right to modify or enhance Laserfiche Content.

5.0 Laserfiche Proprietary and Other Rights

5.1 Laserfiche Ownership Rights. We own all right, title and interest in and to Laserfiche Software, except for sub-components which we may license from third parties.

5.2 Reservation of Rights. Subject to the limited rights we have expressly granted to you in Section 7 below, Laserfiche and our licensors reserve all rights, title, and interests in and to the Laserfiche Software and Laserfiche Cloud Product Components, including all related intellectual

property rights. No rights are granted to you except those expressly set forth in Section 7 of this Agreement. No implied licenses are granted by us.

5.3 License to Use Your Feedback. You grant us and our Affiliates a worldwide, perpetual, irrevocable, transferable, royalty-free and fully-paid license to use and incorporate into, and distribute as a part of, Laserfiche Cloud, Laserfiche Software or any other products, services or content, any suggestion, enhancement request, recommendation, correction or other feedback from you or your Users relating to the operation of Laserfiche Cloud or any Laserfiche Software, Laserfiche Product Component, or Laserfiche Content. Notwithstanding anything in this Section 5.3, Laserfiche will not utilize feedback for marketing purposes or to imply endorsement by Licensee from such feedback.

5.4 Administrative Tools & Administrative Information. You agree that Laserfiche may use tools, scripts, software, and utilities (collectively, the “**Administrative Tools**”) to monitor and administer Laserfiche Cloud, the Subscriptions, and the Services Environment, and to help resolve your service requests. The Administrative Tools will not collect or store any of Your Content residing in the Services Environment, except as necessary to provide Laserfiche Cloud, the Subscriptions, and the Services Environment and/or troubleshoot service requests or other problems with Laserfiche Cloud, the Subscriptions, and the Services Environment. You further agree that information collected by the Administrative Tools (excluding Your Content) (“**Administrative Information**”) may also be used to assist in managing Laserfiche’s product and service portfolio, to assist Laserfiche address deficiencies in its product and service offerings, and for license management and the management of Laserfiche Cloud, the Subscriptions, and the Services Environment. Laserfiche retains all intellectual property rights in and to Administrative Information. If any rights in or to any Administrative Information vests in you, you hereby unconditionally and irrevocably assign to Laserfiche all worldwide intellectual property and proprietary rights to such Administrative Information, and if such assignment cannot (as a matter of law) be made, you hereby license all such Administrative Information to Laserfiche to use, incorporate, and distribute in any manner Laserfiche sees fit on a worldwide, perpetual, irrevocable, transferable, royalty-free and fully paid basis.

5.5 Service Analyses. Laserfiche may (i) compile statistical and other information related to the performance, operation and use of Laserfiche Cloud, the Subscriptions, and the Services Environment, and (ii) use data from Laserfiche Cloud, the Subscriptions, and the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as “**Service Analyses**”). Laserfiche may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content in a form that could serve to identify you or any individual, and Service Analyses do not constitute Personal Data. Laserfiche retains all intellectual property rights in Service Analyses. If any rights in or to any Service Analyses vests in you, you hereby unconditionally and irrevocably assign to Laserfiche all worldwide intellectual property and proprietary rights to such Service Analyses, and if such assignment cannot (as a matter of law) be made, you hereby license all such Service Analyses to Laserfiche to use, incorporate, and distribute in any manner Laserfiche sees fit on a worldwide, perpetual, irrevocable, transferable, royalty-free and fully paid basis.

6.0 Term; Termination. This Agreement commences on the Effective Date and continues until all of your Laserfiche Cloud Subscriptions have expired or have been terminated.

6.1 Term of Purchased Subscriptions. The term of each Subscription will be as specified in the applicable Order Form (a “**Subscription Term**”). If the Subscription is not renewed, will terminate as of 12:01 a.m. Pacific Time on the day following the last day of the expiring Subscription

Term. The per-unit pricing during any renewal Subscription Term will be at Laserfiche's then-current pricing for that Subscription at the time of renewal.

6.2 Termination for Cause. Without prejudice to any other remedies, each party will have the right to terminate this Agreement upon written notice if the other party fails to cure any material breach of this Agreement within 20 days after receiving written notice of such breach, provided, that the period to cure a breach with respect to Subscriber's payment obligations will be 10 days. Material breaches include non-payment or any violation of law or the confidentiality obligations set forth in Section 14.

6.3 Access Post Termination. Upon your written request prior to termination, you will have 30 days immediately following termination (the "**Wind Down Period**") to export or download Your Content. After the Wind Down Period, we will have no obligation to maintain or provide any of Your Content at any time and reserve the right to delete or destroy Your Content in connection with your Account or that is otherwise in our possession or control, unless prohibited by law.

6.4 Miscellaneous. From and after termination or expiration of this Agreement: (i) except for the licenses granted in Section 5 and, subject to Section 6.3, all rights and licenses granted by one party to the other will immediately cease; (ii) any and all provisions and obligations contained in this Agreement which by their nature or effect are required or intended to be observed, kept or performed after termination of this Agreement will survive the termination of this Agreement and remain binding upon and for the benefit of the parties; and (iii) all fees and any other monies due to Laserfiche by Subscriber will become immediately due and payable. Without limiting Section 6.4(ii), the following Sections shall survive any termination or expiration of this Agreement: 1, 3 (to the extent you owe us any fees as of termination or expiration of this Agreement), 4.7, 4.8, 5, 6.3, 6.4, 7.2, 9, 10 through 19.

7.0 Limited License Granted by Laserfiche

7.1 Limited License Grants

7.1.1 Laserfiche Cloud Product Components. Subject to the terms and conditions of this Agreement and the applicable Order Form (including timely payment of the applicable Subscription fees), we grant you a limited, revocable, non-exclusive, non-sublicensable, non-transferrable right, during the term of this Agreement, to remotely access and use Laserfiche Cloud Product Components in the Services Environment and solely in accordance with this Agreement in conjunction with: (a) Product Components licensed or subscribed by you, and (b) Your Content that complies with this Agreement. Your right to use Laserfiche Cloud Product Components will terminate upon the earlier of the end of your access to Laserfiche Cloud or the date on which your right to use the Laserfiche Cloud Product Component ends as set forth in the Order Form or terminates due to a violation of this Agreement or the Order Form as it relates to such Laserfiche Cloud Product Component.

7.1.2 Laserfiche On-Premises Product Components. Laserfiche On-Premises Product Components are not licensed under this Agreement. Any Laserfiche On-Premises Product Component you have licensed is subject to the applicable Laserfiche On-Premises License Agreement that governs the use of such Laserfiche On-Premises Product Component. You acknowledge and agree that any use by you or your Users of any Laserfiche On-Premises Product Component with Laserfiche Cloud shall be solely during the Term of this Agreement and in compliance with the applicable Laserfiche On-Premises License Agreement and this Agreement.

7.1.3 **Laserfiche Content.** Laserfiche Content is not licensed under this Agreement. The Terms of Use posted on the Laserfiche Site sets forth your and your User’s right to access and use Laserfiche Content. You acknowledge and agree that any use by you or your Users of any Laserfiche Content with Laserfiche Cloud shall comply with such Terms of Use and this Agreement.

7.2 Unauthorized Use or Misuse of Laserfiche Cloud, Laserfiche Software or Product Components. Neither Subscriber nor any User may use Laserfiche Cloud or any Subscription in any manner or for any purpose other than as expressly permitted by this Agreement. You may not nor shall you allow any third party (including any User) to: (a) modify, alter, tamper with, repair, or otherwise create derivative works of any Laserfiche Software or Product Component that may be accessible through Laserfiche Cloud; (b) reverse engineer, disassemble, or decompile any Laserfiche Software or Product Component or apply any other process or procedure to derive the source code of any Laserfiche Software or Product Component, or (c) access or use any Laserfiche Software or Product Component in a way intended to avoid incurring fees or exceed usage limits or quotas. All licenses granted to you in this Agreement are conditioned on your continued compliance with this Agreement, and such licenses will terminate in accordance with this Agreement if you do not comply with any term or condition of this Agreement. During and after any Subscription Term, you will not assert, nor will you authorize, assist, or encourage any third party to assert, against us or any of our Affiliates, Laserfiche Cloud Solution Providers, AWS, or our licensors, any patent infringement or other intellectual property infringement claim regarding Laserfiche Cloud, any Product Component, or any Laserfiche Software. You may not use any trademark of Laserfiche without our express, prior written permission.

8.0 Data Protection; Data Center Region

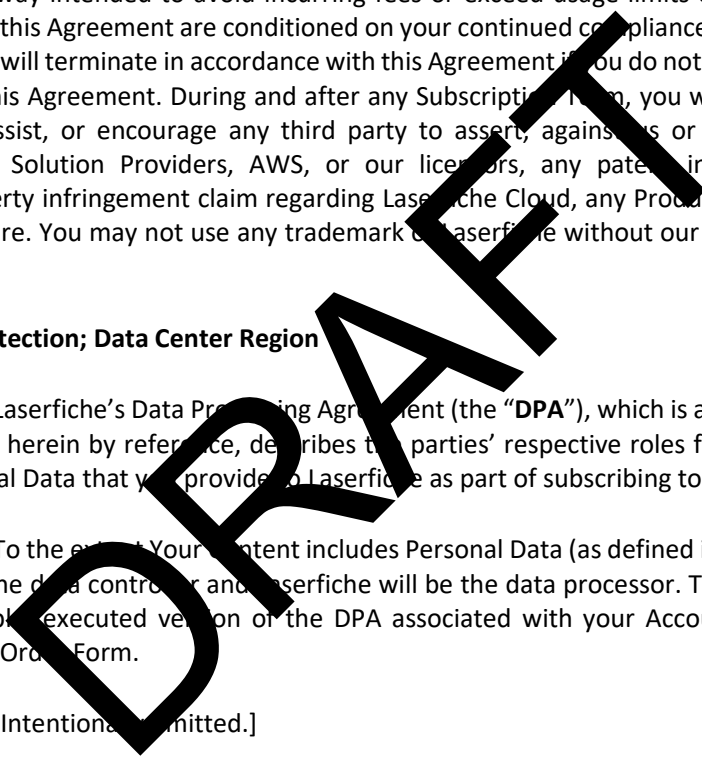
8.1 Laserfiche’s Data Processing Agreement (the “DPA”), which is available upon request and incorporated herein by reference, describes the parties’ respective roles for the processing and control of Personal Data that you provide to Laserfiche as part of subscribing to Laserfiche Cloud.

8.2 To the extent Your Content includes Personal Data (as defined in the DPA), you agree that you will be the data controller and Laserfiche will be the data processor. The parties will comply with the applicable executed version of the DPA associated with your Account, unless otherwise stated in on your Order Form.

8.3 [Intentionally omitted.]

8.4 Your Order Form will specify the Data Center Region in which your Services Environment will reside if other than the United States of America. Laserfiche will provide production and failover systems in the Data Center Region stated in your Order Form if different from the United States of America. Laserfiche and its Affiliates may perform certain aspects of Laserfiche Cloud, such as service administration and support, as well as other services (including professional services and disaster recovery), from locations and/or through use of subcontractors, worldwide.

9.0 Infringement Indemnification. Laserfiche will defend, at its own expense, any claim or action against Subscriber or its Affiliates brought by a third party to the extent that the action is based upon a claim that the Laserfiche Software or Laserfiche Content infringes any copyrights or misappropriate any trade secrets of such third party, and Laserfiche will pay those costs (including reasonable attorneys’ fees) and damages finally awarded against Subscriber or its Affiliates in any such action that are specifically attributable to such claim or those costs (including reasonable attorneys’ fees) and



damages agreed to by Laserfiche in a monetary settlement of such action. The foregoing obligations are conditioned on Subscriber notifying Laserfiche promptly in writing of such action, giving Laserfiche sole control of the defense thereof and any related settlement negotiations, and at Laserfiche's reasonable request and expense, cooperating and assisting in such defense. If the Laserfiche Software or Laserfiche Content becomes, or in Laserfiche's opinion is likely to become, the subject of an infringement claim, or if Laserfiche is enjoined or, in Laserfiche's opinion is likely to be enjoined, from making available any Laserfiche Software or Laserfiche Content, or Laserfiche Cloud, Laserfiche may, at its option and expense, either (a) procure for Subscriber the right to continue exercising the rights licensed hereunder with respect to Laserfiche Cloud or such Laserfiche Software or Laserfiche Content; (b) replace or modify the Laserfiche Software or Laserfiche Content so that Laserfiche Cloud or such Laserfiche Software or Laserfiche Content, becomes non-infringing; or (c) refund to Subscriber any fees paid in advance by Subscriber for any unused portion of the then-current Subscription Term for Laserfiche Cloud that relates to the infringing Laserfiche Software or Laserfiche Content, whereupon Laserfiche may terminate the applicable Subscription(s) upon written notice to Subscriber. Notwithstanding the foregoing, Laserfiche will have no obligation under this Section or otherwise with respect to any infringement or misappropriation claim (each, an "Excluded Claim") (i) based upon the use of a superseded release of the Laserfiche Software or Laserfiche Content, if the claim would have been avoided by the use of the current release, (ii) that is pending or threatened against Subscriber as of the Effective Date, (iii) based upon any modification of Laserfiche Cloud or such Laserfiche Software or Laserfiche Content by any person other than Laserfiche, (iv) based upon the use, operation, or combination of Laserfiche Cloud or such Laserfiche Software or Laserfiche Content with software programs, data, equipment, materials or business processes not provided by Laserfiche, if the claim would have been avoided by the use of Laserfiche Cloud or such Laserfiche Software or Laserfiche Content without such software programs, data, equipment, materials, or business processes, or (v) based upon Your Content, or the incorporation or interaction of Your Content in or with Laserfiche Cloud or the Services Environment if the claim would not have arisen but for Your Content or the incorporation or interaction of Your Content in or with Laserfiche Cloud or the Services Environment. This Section states Laserfiche's entire liability and Subscriber's sole and exclusive remedy for infringement and misappropriation claims and claims. Subscriber may participate and retain its own counsel at its own expense.

10.0 Disclaimer

10.1 WITHOUT LIMITING LASERFICHE'S SLA OBLIGATIONS, SUBSCRIBER ACKNOWLEDGES AND AGREES THAT LASERFICHE CLOUD AND THE SERVICES ENVIRONMENT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DO NOT WARRANT THAT LASERFICHE CLOUD OR THE LASERFICHE CLOUD SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT, OR SERVICES PROVIDED BY US OR OUR AFFILIATES WILL BE PROVIDED OR PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL ERRORS, OR THAT ANY OF THE FOREGOING WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

10.2 YOU ACKNOWLEDGE AND AGREE THAT THE REMEDIES SET FORTH IN THE SLA ARE YOUR SOLE AND EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY WITH RESPECT TO THE PERFORMANCE OR NON-PERFORMANCE OF LASERFICHE CLOUD AND THE LASERFICHE CLOUD SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT, AND THE SERVICES PROVIDED BY US OR OUR AFFILIATES.

10.3 WE AND OUR AFFILIATES, LICENSORS, AND SERVICE PROVIDERS (INCLUDING AWS AND LASERFICHE CLOUD SOLUTION PROVIDERS), MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, REGARDING LASERFICHE CLOUD OR THE LASERFICHE CLOUD SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT OR THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY SYSTEMS, NETWORKS OR ENVIRONMENTS, RELATED TO THE FOREGOING.

11.0 Limitations of Liability

11.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LASERFICHE WILL NOT BE LIABLE TO SUBSCRIBER, SUBSCRIBER'S AFFILIATES, OR ANY USER, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFITS, SALES, BUSINESS OPPORTUNITIES, REVENUES, GOODWILL, REPUTATION, DATA USE, OR DATA, EVEN IF WE OR OUR AFFILIATES, LICENSORS, AND SERVICE PROVIDERS (INCLUDING AWS AND LASERFICHE CLOUD SOLUTION PROVIDERS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING OUT OF OR CONCERNING THIS AGREEMENT OR LASERFICHE CLOUD OR THE LASERFICHE CLOUD SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT OR THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY SYSTEMS, NETWORKS OR ENVIRONMENTS, RELATED TO THE FOREGOING.

11.2 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE AGGREGATE CUMULATIVE LIABILITY OF LASERFICHE FOR ANY AND ALL DAMAGES SUFFERED BY SUBSCRIBER, SUBSCRIBER'S AFFILIATES, AND USERS, AND ANYONE ELSE, ARISING OUT OF OR CONCERNING THIS AGREEMENT OR LASERFICHE CLOUD OR THE LASERFICHE CLOUD SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT, SERVICES ENVIRONMENT OR THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY SYSTEMS, NETWORKS OR ENVIRONMENTS, RELATED TO THE FOREGOING, WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE TOTAL AMOUNT OF FEES SUBSCRIBER PAYS LASERFICHE FOR THE APPLICABLE LASERFICHE CLOUD SUBSCRIPTION GIVING RISE TO THE LIABILITY LIMITED TO THE AMOUNT ACTUALLY PAID DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT SUBSCRIBER FIRST LEARNED OF THE EVENT THAT GAVE RISE TO THE CLAIM RELATED TO SUCH SUBSCRIPTION.

11.3 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, OUR AFFILIATES, LICENSORS, AND SERVICE PROVIDERS (INCLUDING AWS AND LASERFICHE CLOUD SOLUTION PROVIDERS), WILL NOT BE LIABLE TO SUBSCRIBER, SUBSCRIBER'S AFFILIATES, OR ANY USER, FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, OR FOR LOSS OF PROFITS, SALES, BUSINESS OPPORTUNITIES, REVENUES, GOODWILL, REPUTATION, DATA USE, OR DATA, EVEN IF WE OR OUR AFFILIATES, LICENSORS, AND SERVICE PROVIDERS (INCLUDING AWS AND LASERFICHE CLOUD SOLUTION PROVIDERS) HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER BASED ON A BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE, MISREPRESENTATION OR OTHER TORT, OR ON ANY OTHER LEGAL OR EQUITABLE THEORY, ARISING OUT OF OR CONCERNING THIS AGREEMENT OR LASERFICHE CLOUD OR THE LASERFICHE CLOUD SUBSCRIPTIONS, LASERFICHE SOFTWARE, LASERFICHE CONTENT,

SERVICES ENVIRONMENT OR THE SERVICES PROVIDED HEREUNDER, INCLUDING ANY SYSTEMS, NETWORKS OR ENVIRONMENTS, RELATED TO THE FOREGOING.

12.0 Basis of Bargain. The warranty disclaimers in Section 10 and limitation of liability set forth in Section 11 are fundamental elements of the basis of the agreement between Laserfiche and Subscriber. Laserfiche would not be able to provide Laserfiche Cloud, the Services and the Services Environment on an economic basis without such limitations. The warranty disclaimer and limitation of liability inure to the benefit of Laserfiche’s representatives.

13.0 Modifications to the Agreement. You agree that we may modify this Agreement or any Additional Policy at any time by posting a revised version of the Agreement or such Additional Policy on the Laserfiche Site. The revised terms will be effective upon the earlier to occur of (a) thirty days after posting and (b) if we provide a mechanism for your immediate acceptance of the revised terms, such as a click-through confirmation or acceptance button, your acceptance. By continuing to use or receive Laserfiche Cloud, any Subscription or the Services Environment after the effective date of any revisions to this Agreement, you agree to be bound by the revised Agreement.

14.0 Confidentiality and Publicity. Each party will use each other’s Confidential Information only as permitted under this Agreement. Neither party will disclose the other party’s Confidential Information during the Subscription Term or at any time during the seven-year period following the termination of this Agreement unless required by applicable law. If the receiving party believes disclosure of Confidential Information is required by applicable law, it will not disclose such information without first giving the disclosing party at least 30 business days’ notice in writing. Each party will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of the other party’s Confidential Information, including, but not limited to, those measures it takes to protect its own confidential information of a similar nature. Neither party will issue any press release or make any other public communication with respect to this Agreement or the use of Laserfiche Cloud without the other party’s prior written authorization and approval of the content of the proposed statement or communication.

15.0 Force Majeure. Neither party will be liable for any failure, delay, or default in performance if caused by: an act of war, hostility or sabotage; act of God or nature; pandemic; electrical, internet, data center, or telecommunication outage that is not caused by the obligated party; government restrictions; or other event outside the reasonable control of the obligated party. This Section does not excuse either party’s obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay us for your Subscription(s).

16.0 No Intended Third Party Beneficiaries. This Agreement does not create or intend any third party beneficiary rights in any individual or entity that is not a party to this Agreement, except as otherwise expressly provided in this Agreement.

17.0 Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to Laserfiche Cloud. These export laws govern the use of Laserfiche Cloud (including technical data) and any deliverables provided under this Agreement, and Subscriber agrees to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no Laserfiche Product Component, Laserfiche Software, or Laserfiche Content, may be exported, directly or indirectly, in violation of these laws, or will be used for any prohibited purpose. You acknowledge that Laserfiche Cloud is designed with capabilities for you and your Users to access Laserfiche Cloud without regard to geographic location and to transfer or otherwise move Your Content between Laserfiche Cloud and other locations. You are solely

responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

18.0 Notice

18.1 At all times you must provide us with a current email address that you wish to be associated with your Account and to which we may give you any notice required by this Agreement. We may give you notice under this Agreement by: (a) sending a message to the email address associated with your Account; or (b) sending or posting an electronic message to you via Laserfiche Cloud; or (c) personal delivery or overnight courier, such as FedEx or UPS; or (d) registered or certified mail. Notices we provide by email, electronic messaging, or overnight courier will be effective on the first business day following the day we send it. Notices via registered or certified mail will be effective on the third business day after mailing. Notices via personal delivery will be effective when received. You will be deemed to have received any email sent to the email address then associated with your Account when we send the email, whether or not you actually receive the email.

18.2 To give us notice under this Agreement, you must contact Laserfiche as follows: (a) by facsimile transmission to the fax number posted on the Laserfiche Site or the applicable Laserfiche contracting entity specified in Section 19.4, attention Legal Department; (b) by email to notices@laserfiche.com directed to the attention of the Legal Department; or (c) by personal delivery, overnight courier or registered or certified mail to Laserfiche contracting entity specified in Section 19.4, attention Legal Department, at the address specified for such Laserfiche contracting entity in Section 19.4. We may update the facsimile number, email address, or address for notices to us by posting a notice on the Laserfiche Site or giving you an email notice. Notices will be effective on the second business day following their receipt by Laserfiche.

19.0 Miscellaneous

19.1 Waiver; Severability. The failure of either party to exercise or enforce any right or provision of this Agreement will not constitute a waiver of such right or provision. All waivers by Laserfiche must be in writing to be effective. If any provision of this Agreement is for any reason held unenforceable or invalid, then this Agreement will be construed as if such provision were not contained in this Agreement. No course of performance, course of dealing, or usage of trade will override the written terms of this Agreement.

19.2 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between us regarding your use of Laserfiche Cloud, the Subscriptions, and the Services Environment, and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following documents, the order of precedence will be: (1) the applicable Order Form accepted by Laserfiche, but solely with respect to its subject matter, (2) this Agreement, and (3) the Additional Policies.

19.3 Limitation on Actions. Any suit, claim, action or proceeding based on or related to this Agreement, its terms or conditions, including the SLA, or arising out of its performance or breach, whether in contract or tort, must be instituted by Subscriber against us within 1 year after the occurrence of any 1 or more of the acts, omissions, facts, conduct, events, claims or allegations upon which the action, proceeding or claim is based. Subscriber waives the benefit of any statute of limitations which specifies a period longer than 1 year for filing an action or proceeding.

19.4 Governing Law, Arbitration, Jurisdiction and Venue. If you purchased a Laserfiche

Cloud Subscription in a country or territory listed below, this table identifies your Laserfiche contracting entity, the law that governs the Agreement and the specific arbitration venue that has exclusive jurisdiction over any claim arising under this Agreement. Except as otherwise specified below, you and Laserfiche agree to arbitrate any and all disputes in any way related to this Agreement by final and binding arbitration as set forth below. You further waive the right to bring a class action against Laserfiche, or to serve as a representative of a class in a class action against Laserfiche, whether in arbitration or in court. This Agreement will not be governed by the following, the application of which is hereby expressly excluded: (x) the conflict of law rules of any jurisdiction, (y) the United Nations Convention on Contracts for the International Sale of Goods, and (z) the Uniform Computer Information Transactions Act, as enacted in any jurisdiction. All proceedings will be held and a transcribed record prepared in English. The number of arbitrators shall be 1. The seat, or legal place, of arbitration shall be as indicated below. The award rendered by the arbitrator shall include costs of arbitration, reasonable attorney’s fees and reasonable costs for expert and other witnesses, and judgment on such award may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, nothing in this Agreement will be deemed to prevent Laserfiche from seeking injunctive relief (or any other provisional remedy) from any court of competent jurisdiction as necessary to protect its rights pursuant to this Agreement. The prevailing party in any suit will recover its reasonable attorney's fees and costs, including expert costs, from the other party.

<u>Laserfiche Contracting Entity</u>	<u>Country or Territory</u>	<u>Governing Law</u>	<u>Arbitration</u>
Compulink Management Center, Inc. 3545 Long Beach Blvd. Long Beach, CA 90807 USA	United States and its territories, Latin America, or the Caribbean	State of California, United States of America	The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.
Laserfiche Strategic Services Canada Corporation 306, 1 Valleybrook Drive, North York, Toronto, Ontario M3B2S7 CANADA	Canada	State of California, United States of America	The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.
Laserfiche Solutions Mexico, S. de R.L. De C.V. Av. Patria 2085 Piso Mezzanine Colonia Puerta de Hierro Zapopan, Jalisco 45116 MEXICO	Mexico (After 6/2018)	State of California, United States of America	The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

DRAFT

Attachment: Laserfiche Cloud Subscription Agreement DRAFT (3755 : Approve an Agreement for Laserfiche Cloud Subscription Services)

Laserfiche Contracting Entity	Country or Territory	Governing Law	Arbitration
Laserfiche International Limited 2307, Westlands Centre, 20 Westlands Road, Quarry Bay, HONG KONG	Asia and Australia (and Mexico prior to 7/2018)	Hong Kong	The arbitration will be heard at the Hong Kong International Arbitration Centre in accordance with its Domestic Arbitration Rules in effect at the time of the arbitration.
Laserfiche UK Services Ltd Unit 15B, Building 6, Croxley green Business Park, Hatters Lane, Watford WD18 8YH UNITED KINGDOM	United Kingdom, European Union, and Eastern Europe	Laws of England and Wales	The arbitration will be heard in London, United Kingdom at the London International Arbitration Centre in accordance with its rules in effect at the time of the arbitration.
Compulink Management Center, Inc. 3545 Long Beach Blvd. Long Beach, CA 90807 USA	All other countries or territories	State of California, United States of America	The arbitration will be heard at JAMS offices in Los Angeles County, California in accordance with JAMS' Streamlined Arbitration Rules and Procedures in effect at the time of the arbitration.

DRAFT

19.5 Legal Effect. This Agreement describes certain legal rights. You may have other rights under the laws of your state or country. This Agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

19.6 Assignment. Neither this Agreement, nor the rights or obligations arising under this Agreement, are assignable by you, and any such attempted assignment or transfer shall be void and without effect. We may assign or transfer this Agreement without your consent. This Agreement will be binding upon, and inure to the benefit of the parties and their respective successors and permitted assigns.

19.7 Construction. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.” You agree that this Agreement will not be construed against Laserfiche by virtue of having drafted them. The official text of this Agreement (and any Order Form or Additional Policy, or notice submitted hereunder) will be in English. The parties acknowledge that they require that this Agreement be drawn up in the English language only. Les parties reconnaissent qu’elles ont exigé que la présente convention soit rédigée en langage anglaise seulement. In the event of any dispute concerning the construction or meaning of this Agreement, reference will be made only to this Agreement as written in English and not to any translation into another language.

19.8 Electronic Conduct of Business. By executing this Agreement, each party agrees to transact business by electronic means, including but not limited to transmittal of notices and execution

Attachment: Laserfiche Cloud Subscription Agreement DRAFT (3755 : Approve an Agreement for Laserfiche Cloud Subscription Services)

of additional documents related to this Agreement.

Last Updated: June 2018

* * * * *

IN WITNESS WHEREOF, notwithstanding the above "click-through" description of the acceptance process for this Agreement set forth above, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

COMPULINK MANAGEMENT CENTER INC.
(DBA "LASERFICHE")

CITY OF MORENO VALLEY

By: _____

By: _____

Name: Peter Wayman
Title: Executive Vice President
Date: _____

Name: _____
Title: _____
Date: _____

Address:

Address:

3545 Long Beach Blvd.
Long Beach, CA 90807

Telephone: (562) 988-1688
Fax: (562) 988-1886
Email: notices@laserfiche.com

Telephone: _____
Fax: _____
Email: _____

DRAFT

Attachment: Laserfiche Cloud Subscription Agreement DRAFT (3755 : Approve an Agreement for Laserfiche Cloud Subscription Services)



Report to City Council

TO: Mayor and City Council

FROM: Patti Solano, Parks & Community Services Director

AGENDA DATE: September 17, 2019

TITLE: APPROVE AND EXECUTE FACILITY LICENSE AGREEMENT BETWEEN CITY OF MORENO VALLEY AND HOUSE OF PRAISE ENTERPRISE DEVELOPMENT CENTER

RECOMMENDED ACTION

Recommendations:

1. Approve the Facility License Agreement for House of Praise Enterprise Development Center (HOPE).
2. Approve the amended budget as set forth in the Fiscal Impact section of this report.

SUMMARY

This report recommends approval of a Facility License Agreement between the City of Moreno Valley and House of Praise Enterprise Development Center to use approximately 2,451 square feet (Garden Room) in the in the Conference and Recreation Center (CRC). This agreement allows the Community Services District to maintain a stable revenue source for the space in the building while providing essential services to the community.

DISCUSSION

In October 2015, the City leased available space to the ResCare Workforce, Inc., also known as the Youth Opportunity Center (YOC), in the amount of \$4,000 per month or \$48,000 annually. Additionally, ResCare Workforce partnered with SIATech to use approximately 1,000 square feet in the amount of \$2,000 per month. ResCare Workforce terminated its lease agreement, effective August 31, 2016.

SIATech obtained City Council approval in November 2016 to remain on-site and use 1,500 square feet in the amount of \$2,000 a month or \$8,000 annually through December 30, 2016. SIATech terminated its lease agreement, effective December 30, 2016.

In January 2019, House of Praise Enterprise Development Center approached the City and the Parks, Community Services and Trails Committee to lease space at the CRC to provide enrichment courses and programming for homeschool or charter school students. HOPE will utilize the Garden Room 3 days per week/8 hours per day at a cost of \$2,451 per month/\$24,510 per year (excluding July and August for summer camp use). HOPE will provide Moreno Valley students between the ages of 5 to 17 years free tutoring, independent study instruction and enrichment courses, such as music, dance, etc. Staff considers these services compatible uses of the CRC and consistent with youth-related initiatives as identified in the Momentum MoVal strategic plan.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report.
2. Elect to not approve the recommended actions, and provide further direction to staff.

FISCAL IMPACT

There is no impact on the General Fund. The term of the license agreement shall be one-year commencing on the second day of October 2019 through October 2, 2020 (excluding July and August) with an option to extend for two additional one-year terms. A budget amendment is needed to add prorated revenue for FY 19/20, and a full year of revenue for FY 20/21 (including a correction of \$10,000 to the initial budget).

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 19/20 Budget	Proposed Adjustments	FY 19/20 Amended Budget
Rental Income – Garden Room	Zone A	5011-50-58-35314-463020	Rev	\$240,000	\$22,059	\$262,059

Description	Fund	GL Account No.	Type (Rev/Exp)	FY 20/21 Budget	Proposed Adjustments	FY 20/21 Amended Budget
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Rental Income – Garden Room	Zone A	5011-50-58-35314-463020	Rev	\$240,000	\$34,510	\$274,510
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NOTIFICATION

Posting of the agenda

PREPARATION OF STAFF REPORT

Prepared By:
Erica Green
Parks and Community Services Deputy Director

Department Head Approval:
Patti Solano
Parks and Community Services Director

CITY COUNCIL GOALS

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

CITY COUNCIL STRATEGIC PRIORITIES

1. Economic Development
2. Public Safety
3. Library
4. Infrastructure
5. Beautification, Community Engagement, and Quality of Life
6. Youth Programs

Objective 5.5: Promote a healthy community and lifestyle.

See the Discussion section above for details of how this action supports the City Council's Strategic Priorities.

ATTACHMENTS

1. Hope Vision Center - License Agreement 2019

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/11/19 3:08 PM
City Attorney Approval	<u>✓ Approved</u>	9/11/19 2:39 PM
City Manager Approval	<u>✓ Approved</u>	9/12/19 12:26 PM

CITY OF MORENO VALLEY
 MORENO VALLEY COMMUNITY SERVICES DISTRICT
 FACILITY LICENSE AGREEMENT FOR
 HOUSE OF PRAISE ENTERPRISE (HOPE) DEVELOPMENT CENTER

This Facility License Agreement (“License”) is effective as of the date signed by Licensor and is by and between the MORENO VALLEY COMMUNITY SERVICES DISTRICT (CSD), a Community Service District pursuant to California law hereinafter called “Licensor,” and House of Praise Enterprise Development Center (HOPE) (Tutoring and Homeschool Support Services) hereinafter called “Licensee.”

The parties agree as follows:

1. Premises.

Licensor licenses the real property legally described in Exhibit “A” hereinafter called “Property” from the City of Moreno Valley. Subject to the following terms and conditions, Licensor licenses to Licensee that portion of Licensor’s Property consisting of the Garden Room, as denoted and labeled in Exhibit “A,” including all necessary and reasonable access for operation of Licensee’s program and equipment. (the “Premises”).

2. Use.

A. The Premises may be used by Licensee for any lawful activity in connection with the provision of operating House of Praise Enterprise Development Center services, which includes tutoring, games, dance, music and crafts for youth 5 – 17 years of age. The Premises shall be used for no other use or purpose.

Licensee shall use the Premises in compliance with all applicable laws, statutes, ordinances, rules, regulations and orders in effect.

B. Licensee’s use and occupancy of the Premises shall include the non-exclusive use of restrooms, hallways, lobby and reception areas, vending machine area, and entryways available to the general public. Specifically excluded are all CSD staff office areas, child care facilities, classrooms, arts and crafts rooms, gymnasium, banquet hall/ballroom, aerobics studio and adjacent patios, and all storage areas. All parking, other than designated handicapped spaces, at the Property shall be on a free, non-exclusive, first come-first serve basis. If needed, Licensee may rent additional rooms available for rent at the Property for special events or programs at the applicable Moreno Valley non-profit rental rates.

C. Licensee shall ensure that the operation of House of Praise Enterprise (HOPE) Development Center is compatible with and does not hinder or interfere with the operation of the Moreno Valley Conference and Recreation Center as a whole. Licensee will be considerate of other activities occurring at the Property and will not permit loud music (definable as so loud as to generate complaints from persons

engaged in activities in other parts of the facility) or allow its clients to engage in rowdy, raucous or threatening behavior.

D. Licensors agree, at no expense to Licensor, to cooperate with Licensee, in making application for and obtaining all licenses, permits and any and all other necessary approvals that may be required for Licensee's intended use of the Premises.

E. Licensor reserves the right to use the exterior walls, floor, roof and plenum in, above and around the Premises for the repair, maintenance, use and replacement of pipes, ducts, utility lines and systems, structural elements serving the Property and for such purposes as Licensor deems necessary. In exercising its rights reserved herein, Licensor shall not unreasonably interfere with the operation of the Licensee's program in the Premises.

F. Licensee shall not voluntarily, involuntarily, or by operation of laws, sublicense or lease all or any part of the Premises or allow it to be sublicensed or leased, to any person or entity other than Licensee without the prior written approval of Licensor.

3. Term.

A. This License is binding and in effect upon full execution and delivery by Licensor and Licensee starting October 2019 through October 2020 (excluding July and August). The term of this License ("Term") shall be for one year with the mutually agreeable option to extend two additional one-year terms. Licensor and Licensee acknowledge and agree that the initial License Fee payment(s) shall be due and payable in advance, on the first day of each month, or as soon thereafter, as a warrant can be issued in the normal course of Licensee business.

4. License Fee.

A. In consideration of the rights granted by this License, and except as otherwise provided in this License, upon the effective date of this agreement, a License Fee ("License Fee") of \$2,451, shall be payable on the first of each month. The payment form (check, money order, etc.) shall reference the site "Conference and Recreation Center – House of Praise Enterprise Development Center. License Fee payments shall be made payable to The City of Moreno Valley, and sent to:

City of Moreno Valley
Attn: Sandra Brieno
14075 Frederick Street
Moreno Valley, CA 92552-0805

B. License Fee is assessed based on approximately 2,451 square feet within the Premises. Additionally, the License Fee includes electricity usage in the Premises.

C. If the License Fee is not received by Licensor on or before the fifteenth (15th) day following the due date, it shall be deemed delinquent. If the License Fee is not paid before delinquency, then the amount due and unpaid shall be subject to a

monthly late charge at the rate of five percent (5%) of the overdue amount, without limitation to Licensor's other rights and remedies under this License.

D. Licensee shall pay Licensor \$2,000 to be held as a Security Deposit ("Security Deposit").

5. Access.

A. Licensor shall provide access to Licensee, Licensee's employees, agents, contractors and invitees to the Premises during the hours of 9 a.m. through 5 p.m. on Tuesday through Thursday, inclusive, during the term of this License.

6. Repairs, Maintenance.

A. Licensor shall be entitled to enter the Premises to perform repairs or maintenance with prior notification to Licensee.

B. Licensee shall be responsible for maintaining the Premises in an acceptable aesthetic appearance and safe condition.

7. Intended Use.

A. It is emphasized that the primary use of the Premises is intended to be House of Praise Enterprise Development Center tutoring and home support services.

8. Termination.

A. This License shall not be revoked or terminated during the Term or any Renewal Term except as expressly stated in this License. This License may be terminated on ten (10) days prior written notice (except where stated otherwise) by either party with a default of any covenant, condition, or term hereof by the other party, which default is not cured within thirty (30) days of receipt of written notice of default, provided that if such default is curable, but not curable within such thirty (30) day period, then within such period of time as is reasonably necessary to accomplish such cure (in order to avail itself of this time period in excess of thirty (30) days, the defaulting party must send to the other party, within the thirty (30) day period, a written plan to cure the default, which is reasonably acceptable to the other party, and the defaulting party diligently commences and continues performance of such cure to completion according to the written plan).

9. Insurance

A. Licensee shall maintain in full force and effect, at no expense to Licensor, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence, four million (\$4,000,000) dollars aggregate for death, bodily injury, personal injury, or property damage;

2. Auto Liability insurance endorsed for “any auto” with limits of liability of not less than one million (\$1,000,000) per accident for bodily injury and property damage;
 3. Employer's Liability insurance with limits of liability of not less than one million (\$1,000,000), each accident; one million (\$1,000,000) disease each employee; and one million (\$1,000,000) disease policy limit
- B. The insurance coverage required of the Licensee by Section 12 shall also meet the following requirements:
1. The insurance shall be primary with respect to any insurance or coverage maintained by Licensor, as relates to Licensee’s operations, and shall not call upon Licensor insurance or coverage for any contribution but only to the extent caused by Licensee, its agents or contractors.
 2. The insurance policies shall include contractual liability and personal injury;
 3. The insurance policies shall include the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), its officers, agents, employees, and volunteers, as additional insureds under the policies;
 - a. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:
 1. Insurance Services Office (“ISO”) Additional Insured endorsement CG 20 10 (04/13); or
 2. Substitute endorsements providing equivalent coverage, approved by the City.
 - b. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.
 - c. All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the *“Moreno Valley Community Services District (CSD), the City of Moreno Valley (City), the Moreno Valley Housing Authority, and their officers, officials, employees, agents, and volunteers.”*

- d. All policies and endorsements shall stipulate that the Licensee's (and its Subcontractors') insurance coverage shall be primary and noncontributory insurance as respects the *"Moreno Valley Community Services District (CSD), the City of Moreno Valley (City), the Moreno Valley Housing Authority, and their officers, officials, employees, agents, and volunteers,"* and shall be excess of the Licensee's (and its Subcontractors') insurance and shall not contribute with it.

For the primary and noncontributory coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office ("ISO") Additional Insured endorsement CG 20 10 (01/13); or
2. Substitute endorsements providing equivalent coverage, approved by the City.
3. Coverage shall state that the Licensee's (and its subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.
4. Licensee shall provide to Licensor's attorney, (a) Certificates of Insurance evidencing the insurance coverage required herein, and (b) specific endorsements or blanket additional insured endorsements naming Licensor, its officers, employees, agents, and volunteers, as additional insureds under the policies;
5. The insurance policies shall provide that the insurance carrier shall not cancel or terminate said insurance policies, except upon thirty (30) days written notice to Licensor's attorney.
6. If the insurance is written on a Claims Made Form, then, following termination of this License, said insurance coverage shall survive for a period of not less than two (2) years;
7. The insurance policies shall provide for a retroactive date of the placement of Licensee's Facilities coinciding with the effective date of this License;
8. The insurance shall be reasonably approved as to form and sufficiency by the Licensor's attorney.

C. If it employs any person, Licensee shall maintain worker's compensation and employer's liability insurance, as required by the California Labor Code and other applicable laws and regulations.

10. Indemnity and Mutual Release.

Licensor and Licensee each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorney's fees) and claims of liability or loss to the extent arising from the ownership, use and/or occupancy of the Licensor's Property or Premises by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party, breach of this License by the indemnified party, or violation of law by the indemnified party. The indemnity obligations under this Section will survive the termination of this License.

11. Attorneys' fees; Litigation costs.

A. If any action at law or in equity is brought to recover any License Fee or other sums under this License, or for or on account of any breach of or to enforce or interpret any of the covenants, terms, or conditions of this License, or for the recovery of the possession of the Premises, the prevailing party shall be entitled to reasonable attorneys' fees, costs and other expenses, in addition to any other relief to which such party may be entitled to the extent awarded by a court of law.

B. Whenever provision is made in this License for the payment of attorney's fees, such fees shall include such fees as are incurred in connection with any pretrial proceeding, trial or appeal of the action.

C. Any award of damages following judicial remedy or arbitration as a result of the breach of this License or any of its provisions shall include an award of prejudgment interest from the date of the breach at the lesser of (i) the maximum amount of interest allowed by law or (ii) Ten Percent (10%).

12. Waiver of Incidental and Consequential Damages.

Neither party shall assert any claim whatsoever against the other party for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred as a result of the construction, installation, operation, maintenance, or replacement of personal property owned by either party, or Licensor's or Licensee's use of the Premises or Licensor's Property, including any and all losses incurred as a result of Licensor's or Licensee's actions or defaults.

13. Miscellaneous.

A. Severability. If any provision of the License is invalid or unenforceable with respect to any party, the remainder of this License or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this License shall be valid and enforceable to the fullest extent permitted by law.

B. Notices. Any notice or demand required to be given herein shall be made by certified or registered mail, return receipt requested, or reliable overnight mail to the address of the respective parties set forth as follows:

Licensor:	Licensee:
Moreno Valley Community Services District	House of Praise Enterprise (HOPE)
14075 Frederick Street	Development Center
Moreno Valley, CA 92553	24532 La Barca Way
Atten: Parks & Community Services Director	Moreno Valley, CA 92551

C. Choice of Law. This License shall be governed under the laws of the State of California and applicable Federal law.

D. Survival of Terms. Terms and conditions of this License which by their sense and context survive the termination, cancellation or expiration of this License will so survive.

E. Entire Agreement. The terms of this License (including the Exhibits, all of which are hereby incorporated by reference) are intended by the parties as the final expression of their agreement with respect to such terms. The parties further intend that this License constitutes the complete and exclusive statement of its terms and no extrinsic evidence whatsoever may be introduced in any proceeding, involving this License. The language in all parts of this License will in all cases be construed as a whole and in accordance with its fair meaning and not construed for or against either party.

F. Amendments and Modifications. No amendments, modification or supplement, including those by custom, usage of trade, or course of dealing, of any provisions of this License shall be binding on any of the parties unless it is in writing and signed by the parties in interest at the time of the modification. No oral order, objection, claim, or notice by either party to the other shall affect or modify any of the terms or obligations contained in the License.

G. Venue. At Licensor's option, any action by any party to this License shall be brought in the appropriate court of competent jurisdiction within the County of Riverside, notwithstanding any other provision of law which may provide that such action may be brought in some other location.

H. Waiver. Failure by a party to insist upon the strict performance of any of the provisions of this License by the other party, or the failure by a party to exercise its rights upon the default of the other party shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this License thereafter.

Signatures Appear on the Following Page

IN WITNESS WHEREOF, Licensor and Licensee have executed this Telecommunications License Agreement as of the date and year signed by Licensor.

Licensor:
City of Moreno Valley Community
Community Services District

Licensee:
House of Praise Enterprise
Development Center

a California Corporation

BY: _____
President of the Moreno Valley
Community Services District

BY: _____
President or CEO

DATE: _____

DATE: _____

ATTEST:

City Clerk

DATE: _____

APPROVED AS TO LEGAL FORM:

City Attorney

DATE: _____

Enclosures:

Exhibit "A" – Aerial Map of the Property with Premises Identified

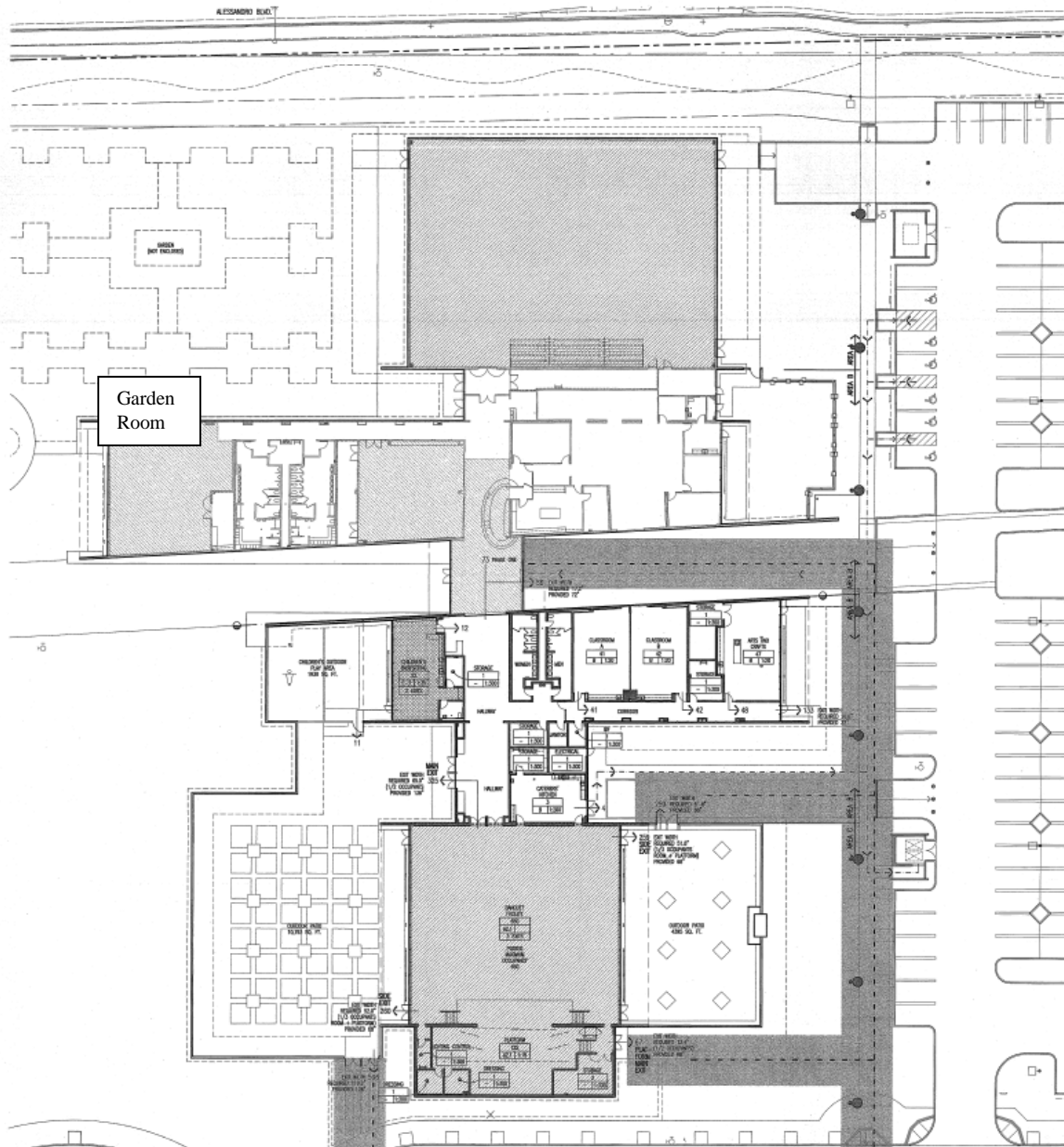
Attachment: Hope Vision Center - License Agreement 2019 (3752 : APPROVE AND EXECUTE FACILITY LICENSE AGREEMENT BETWEEN CITY

EXHIBIT A

AERIAL MAP OF THE PROPERTY WITH PREMISES IDENTIFIED

Location: Moreno Valley Conference and Recreation Center
14075 Frederick Street
Moreno Valley, CA 92553

Facility Licensor Area: Approximately 2,451 Square Feet
Premises Labeled Below



Attachment: Hope Vision Center - License Agreement 2019 (3752 : APPROVE AND EXECUTE FACILITY LICENSE AGREEMENT BETWEEN CITY



Report to City Council

TO: Mayor and City Council

FROM: Patti Solano, Parks & Community Services Director

AGENDA DATE: September 17, 2019

TITLE: APPROVE AND EXECUTE LICENSE AGREEMENT BETWEEN CITY OF MORENO VALLEY AND RENU HOPE FOUNDATION

RECOMMENDED ACTION

Recommendation:

1. Approve and execute the License Agreement between the City of Moreno Valley and Renu Hope Foundation.

SUMMARY

This report recommends the approval of the License Agreement between the City of Moreno Valley and Renu Hope Foundation to use approximately 7,000 square feet of land on March Field Park property which will allow Renu Hope Foundation to offer essential child care services to the community.

DISCUSSION

In April of 2019, the Renu Hope Foundation, CDE EESD approached the City of Moreno Valley regarding a potential partnership to offer child care services to the residents of Moreno Valley by relocating their modular childcare facility to March Field Park (15450 4th Street).

Renu Hope Foundation and Perris Union High School District engaged in a collaboration in the year 2000 resulting in the establishment of a modular "Center of Learning Excellence" licensed childcare center sited at the Perris Union High School District campus. This modular center was granted a Day Care and Infant License with a capacity to serve 21 infants and 69 preschool children. Construction and site development of the modular childcare center was made possible through California Department of Education Facilities and Revolving Fund, 10 Year Loan program and

mandate of placement on public land for a period of 10 years (2002 - 2012). Repayment of the modular project was achieved in 2012 whereby the modular facility is now vested by Renu Hope Foundation.

March Field Park (approximately 90 acres) was deeded to the City of Moreno Valley Community Services District in 2008 by the Secretary of Interior and National Park Service for perpetual use as public park and recreation area purposes. The National Park Service has approved the application to enter into a license agreement with Renu Hope Foundation to utilize approximately 7,000 square feet to relocate, station and operate the modular childcare facility. Renu Hope will pay the City of Moreno Valley a license fee of \$1 per year.

Renu Hope Foundation, a 501(c)(3) corporation, serves as a Contractor for the California Department of Education, Early Education Support Division providing tuition free comprehensive early assessment, intervention and school readiness programs to economically disadvantaged, at risk and special needs children ages 6 weeks up to 12 years of age. The childcare modular and community based training center will afford the community of Moreno Valley subsidized quality child care and accredited vocational training in the field of Early Childhood Education; Child Care Operations; Nutrition and Food Services and Basic Adult Education.

Staff considers these services compatible uses of March Field Park and consistent with youth-related initiatives as identified in the Momentum MoVal strategic plan.

ALTERNATIVES

1. Approve and execute the License Agreement between the City of Moreno Valley and Renu Hope Foundation as recommended in this report.
2. Elect to not approve the License Agreement with Renu Hope Foundation, and provide further direction to staff

FISCAL IMPACT

There is no impact on the General Fund. The term of the license agreement shall be three years commencing on the first day of October 2019 through first day of October 2022 with an option to extend for three additional three-year terms. Upon approval, revenue from this agreement will post to Zone A (5011-50-58-35315-463000 Rental Income).

NOTIFICATION

Posting of the agenda

PREPARATION OF STAFF REPORT

Prepared By:
Erica Green
Parks and Community Services Deputy Director

Department Head Approval:
Patti Solano
Parks and Community Services Director

CITY COUNCIL GOALS

Public Facilities and Capital Projects. Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

Positive Environment. Create a positive environment for the development of Moreno Valley's future.

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

CITY COUNCIL STRATEGIC PRIORITIES

- 1. Economic Development
- 2. Public Safety
- 3. Library
- 4. Infrastructure
- 5. Beautification, Community Engagement, and Quality of Life
- 6. Youth Programs

Objective 5.5: Promote a healthy community and lifestyle.

See the Discussion section above for details of how this action supports the City Council's Strategic Priorities.

ATTACHMENTS

- 1. RenuHope License Agreement_FINAL

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/11/19 3:09 PM
City Attorney Approval	<u>✓ Approved</u>	9/11/19 3:44 PM
City Manager Approval	<u>✓ Approved</u>	9/12/19 12:26 PM

CITY OF MORENO VALLEY
 MORENO VALLEY COMMUNITY SERVICES DISTRICT
 LICENSE AGREEMENT FOR
 RENU HOPE FOUNDATION

This License Agreement, hereinafter referred to as the “Agreement”, is made and entered into this _____ day of _____, 2019, between the Moreno Valley Community Services District, hereinafter referred to as the “Licensor”, and Renu Hope Foundation, hereinafter called the “Licensee”, a California non-profit corporation.

Witnesseth:

Whereas the Licensor owns certain land totaling _____ acres, obtained by the Licensor from the United States of America, hereinafter referred to as the “USA”, as surplus property, known as March Field Park and deeded to the Licensor on September 24, 2008. Said Quitclaim Deed is attached and hereinafter referred to as Exhibit A; and

Whereas Condition No. 3 of said Deed provides that the Licensor “will not sell, lease, assign or otherwise dispose of the premises, except to another eligible governmental agency that the Secretary of the Interior approves in writing. Any such disposition shall assure the continued use and maintenance of the property for public park or public recreational purposes subject to the same terms and conditions in the original instrument of conveyance ... This provision shall not preclude the Grantee from providing related recreation facilities and services compatible with the approved application though concession agreements, permits, and licenses entered into with third parties, provided prior concurrence to such agreements is obtained in writing from the National Park Service.”; and

Whereas the Licensor and Licensee desire to provide child care services on a portion of March Field Park for the use and benefit of the general public; and

Whereas the Licensor and Licensee are satisfied that provision of additional services and facilities at March Field Park is in the Licensor’s best interest;

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual covenants and agreements as hereinafter set forth, the Licensor agrees to allow Licensee to provide child care services and facilities hereinafter to be mentioned upon a portion of the real property described in Exhibit A attached hereto and incorporated herein by this reference and located at the March Field Park.

1. Location: The Licensor does hereby license to the Licensee the use of the land located at 15450 4th Street, of approximately 7,000 sq. ft. within the GPS coordinates indicated in points 1 - 6 detailed on the property maps described in Exhibits B & C.

2. Use of Premises: Licensee shall use, occupy, and maintain the premises/portion of premises, as detailed in Exhibits A & B, herein licensed in a business-like, careful, clean, and non-hazardous manner for the sole purpose of child care services in strict accordance with all terms and provisions imposed by the Department of the Interior as set forth in Exhibit A. Written approval by the Licensor and written concurrence by the Secretary of the Interior or his/her delegated representative, NPS, shall be required for other proposed use in conjunction with or in addition to those specified above.

The play area will be open for public use when Licensee is not in operation, such as after regular business hours, weekends, and holidays. Licensee is responsible for all costs of repair and maintenance of the facility and play area.

3. Term: The term of this Agreement (“Term”) shall be for three years with the mutually agreeable option to extend two additional three-year terms.
4. License Fee: In consideration of the rights granted by this Agreement, and except as otherwise provided in this License, upon the effective date of this agreement, a License Fee (“License Fee”) of \$1, shall be payable on the date entered into this Agreement and on the first of each year, thereafter. The payment form (check, money order, etc.) shall reference the site “March Field Park – Renu Hope Foundation”. License Fee payments shall be made payable to The City of Moreno Valley, and sent to:

City of Moreno Valley
 Attn: Sandra Brieno
 14075 Frederick Street
 Moreno Valley, CA 92552-0805

5. Licensee Fees Charged: Fees charged by the Licensee must be reasonable so as not to deny participation by the general public and must be approved by the Licensor.
6. Licensee’s Records and Documents: With respect to all matters covered by this Agreement, Licensee’s records and documents shall be subject at all times to inspection review or audit by the Licensor. Licensee will supply Licensor any documentation that may be needed by the Licensor to file required compliance reports to the Secretary of the Interior or his/her delegated representative, NPS.
8. Operations and Maintenance: Licensee shall offer services free to the public, shall operate five days per week, Monday through Friday, excluding holidays and shall allow public use of the play area after business hours.
9. Operating Expenses and Utilities: Licensee is responsible for the payment of utilities, as well as the costs associated with installation/upgrade of systems that

are required by building codes and local ordinances relating to safety, health, and fire. These systems must meet all local, state, and federal requirements.

10. Non-discrimination: Licensors and Licensees agree to comply with all federal laws relating to non-discrimination in connection with any use, operation, program, or activity on or related to the previously described property, including, but not limited to:

All requirements imposed by or pursuant to the non-discrimination regulations of the U.S. Department of the Interior (43 C.F.R. Part 17);

Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d-1), which prohibits discrimination on the basis of race, color, or national origin;

The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age;

Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap;

The Architectural Barriers Act of 1968, as amended (42 U.S.C. 4151), which requires facilities located on the property to be accessible to the physically handicapped; and

The Americans with Disabilities Act of 1990 (42 U.S.C. 12181), which requires that no otherwise qualified handicapped individual shall, solely by reason of his or her handicap, be excluded from the participation in, be denied benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

Executive Order 13672 which prohibits discrimination on the basis of sex, sexual orientation, or gender identity.

11. Inspection of Licensee Areas: Licensee shall allow the Director, representing the Licensor, or his/her designee and/or the Secretary of the Interior's designated representative, NPS, at any and all reasonable times to inspect any facility operated under this Agreement.
12. Indemnity and Mutual Release: Licensee and Licensor each indemnifies the other against and holds the other harmless from any and all costs (including reasonable attorney's fees) and claims of liability or loss to the extent arising from the ownership, use and/or occupancy of the Licensee's Property or Premises by the indemnifying party. This indemnity does not apply to any claims arising from the negligence or intentional misconduct of the indemnified party, breach of this License

by the indemnified party, or violation of law by the indemnified party. The indemnity obligations under this Section will survive the termination of this License.

13. Assignment and Subletting: Licensee shall not assign this Agreement or any interest therein, nor let or sublet the said premises or any part thereof or any right or privilege appurtenant thereto, nor permit the occupancy or use of any part thereof by any other person. Said let or underlet shall be grounds for termination of Agreement by the Licensor or possible reversion by the USA.
14. Amendment to License Agreement: This Agreement contains all the terms and conditions between the parties, and no alteration, amendment, or addition shall be valid unless in writing and signed by both parties with written concurrence by the Secretary of the Interior or his/her delegated representative, NPS.
15. Laws and Regulations: Licensee is aware of and agrees that it will use the assigned premises so as to conform with deeded environmental and usage controls and not violate any laws, regulations, and/or requirements of the USA and/or State of California and/or any ordinance, rule, or regulation of the Licensor now or hereafter made, relating to the use of the premises.
16. Surrender; Waste: Licensee agrees that upon expiration of this Agreement or earlier termination thereof, it shall surrender the assigned premises to the Licensor in as good or better condition as they were in at the time of execution of this document, ordinary wear excepted.

Removal of modular building, play equipment, and all other items related to child care services is the sole responsibility of Licensee and must be removed by Agreement termination date.

Licensee further agrees that it shall permit no waste nor suffer the same to be committed, nor injure nor misuse the demised premises.
17. Liens: Licensee shall keep the assigned premises free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Licensee during the term of this Agreement or any extension or renewal thereof.
18. Waiver: Failure of either party to complain of any act or omission on the part of the other party, no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of said party's rights hereunder. No waiver by either party at any time, expressed or implied, of any breach of any provision of this Agreement shall be deemed a waiver of breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. If any action by either party shall require the consent and approval of the other party, the other party's consent to or approval of such action on any one occasion shall not be deemed to be a consent to or approval of said action on any subsequent occasion. Any and all rights and remedies which either party may

have under this Agreement, upon any breach, shall be distinct, separate, and cumulative and shall not be deemed inconsistent with each other; and no one of them, whether exercised by said party or not, shall be deemed to be an exclusion of any other.

19. Termination: This License Agreement shall terminate automatically upon the occurrence of any of the following events:

- a. The Licensor unilaterally terminates the Agreement upon 60 days' written notice for any cause whatsoever and specifying the date of termination.
- b. Licensee materially violates any provision of the Agreement.
- c. The expiration of the term of this Agreement or any renewal thereof.

20. Insurance

A. Licensor shall maintain in full force and effect, at no expense to Licensee, the following insurance policies:

1. A commercial general liability insurance policy in the minimum amount of one million (\$1,000,000) dollars per occurrence, four million (\$4,000,000) dollars aggregate for death, bodily injury, personal injury, or property damage;
2. Auto Liability insurance endorsed for "any auto" with limits of liability of not less than one million (\$1,000,000) per accident for bodily injury and property damage;
3. Employer's Liability insurance with limits of liability of not less than one million (\$1,000,000), each accident; one million (\$1,000,000) disease each employee; and one million (\$1,000,000) disease policy limit

B. The insurance coverage required of the Licensor by Section 12 shall also meet the following requirements:

1. The insurance shall be primary with respect to any insurance or coverage maintained by Licensee, as relates to Licensor's operations, and shall not call upon Licensee insurance or coverage for any contribution but only to the extent caused by Licensor, its agents or contractors.
2. The insurance policies shall include contractual liability and personal injury;

3. The insurance policies shall include the City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (Licensor), its officers, agents, employees, and volunteers, as additional insureds under the policies;
 - a. For the Commercial General Liability coverage, said parties shall be named as additional insureds utilizing either:
 1. Insurance Services Office (“ISO”) Additional Insured endorsement CG 20 10 (04/13); or
 2. Substitute endorsements providing equivalent coverage, approved by the City.
 - b. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The coverage shall contain no special limitations on the scope of protection afforded to such additional insureds. Coverage for such additional insureds does not extend to liability to the extent prohibited by Insurance Code Section 11580.4.
 - c. All policies of insurance required by the Contract Documents shall include or be endorsed to provide a waiver by the insurers of any rights of recovery or subrogation that the insurers may have at any time against the *“Moreno Valley Community Services District (Licensor), the City of Moreno Valley (City), the Moreno Valley Housing Authority, and their officers, officials, employees, agents, and volunteers.”*
 - d. All policies and endorsements shall stipulate that the Licensor’s (and its Subcontractors’) insurance coverage shall be primary and noncontributory insurance as respects the *“Moreno Valley Community Services District (Licensor), the City of Moreno Valley (City), the Moreno Valley Housing Authority, and their officers, officials, employees, agents, and volunteers,”* and shall be excess of the Licensor’s (and its Subcontractors’) insurance and shall not contribute with it.

For the primary and noncontributory coverage, said parties shall be named as additional insureds utilizing either:

1. Insurance Services Office (“ISO”) Additional Insured endorsement CG 20 10 (01/13); or

2. Substitute endorsements providing equivalent coverage, approved by the City.
3. Coverage shall state that the Licensor's (and its subcontractors') insurance shall apply separately to each insured or additional insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage shall apply to any claim or suit brought by an additional insured against a named insured or other insured.
4. Licensor shall provide to Licensee's attorney, (a) Certificates of Insurance evidencing the insurance coverage required herein, and (b) specific endorsements or blanket additional insured endorsements naming Licensee, its officers, employees, agents, and volunteers, as additional insureds under the policies;
5. The insurance policies shall provide that the insurance carrier shall not cancel or terminate said insurance policies, except upon thirty (30) days written notice to Licensee's attorney.
6. If the insurance is written on a Claims Made Form, then, following termination of this License, said insurance coverage shall survive for a period of not less than two (2) years;
7. The insurance policies shall provide for a retroactive date of the placement of Licensor's Facilities coinciding with the effective date of this License;

C. The insurance shall be reasonably approved as to form and sufficiency by the Licensee's attorney.

21. Waiver of Incidental and Consequential Damages: Neither party shall assert any claim whatsoever against the other party for loss of anticipatory profits or any other indirect, special, incidental or consequential damages incurred as a result of the construction, installation, operation, maintenance, or replacement of personal property owned by either party, or Licensor's or Licensee's use of the Premises or Licensor's Property, including any and all losses incurred as a result of Licensor's or Licensee's actions or defaults.
22. Acknowledgement: This Agreement and the obligations of the parties hereto are subject to the terms and conditions set forth in the Deed from the USA to the Licensor, dated April 16, 2008, and recorded at Riverside County Recorder /Clerk's

Office and the current Program of Utilization which governs the use of the assigned property. Violations of the said terms and conditions may be grounds for reversion to the USA, at its discretion and termination of this Agreement. Licensee-owned personal and real property improvements associated with the real property, may be subject to seizure, without compensation, by the USA.

23. Severability: If any provision of the License is invalid or unenforceable with respect to any party, the remainder of this License or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this License shall be valid and enforceable to the fullest extent permitted by law.
21. Notices: Any notice by either party to the other shall be in writing and shall be deemed to be given only if delivered personally or mailed by registered or certified mail as follows:

Licensor: Attn: Parks and Community Services Director
 Moreno Valley Community Services District
 14075 Frederick Street
 Moreno Valley, Ca 92553

Licensee: Attn: Chief Executive Officer
 Renu Hope Foundation
 802 Beaumont Avenue
 Beaumont, CA 92220

Other addresses may be established as the parties hereto may designate by written notice to the other party and delivered in accordance with the provisions of this paragraph.

Signature page follows

IN WITNESS WHEREOF, the Moreno Valley Community Services District has authorized its [insert title] representing the Moreno Valley Community Services District to sign this Agreement and Licensee has approved the Agreement and signed as of the date first noted above.

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

Moreno Valley Community Services District

Renu Hope Foundation

BY: _____
Executive Director

BY: _____

Printed Name: _____

DATE: _____

TITLE: _____

DATE: _____

BY: _____

Printed Name: _____

TITLE: _____

DATE: _____

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Parks & Community Services Director

Date

Attachment: RenuHope License Agreement_FINAL (3753 : APPROVE AND EXECUTE LICENSE AGREEMENT BETWEEN CITY OF MORENO