



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**

October 3, 2023

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 Sessions

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 the ADA Coordinator, at 951.413.3350 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.

Ulises Cabrera, Mayor

Edward A. Delgado, Mayor Pro Tem

David Marquez, Council Member

Cheylynda Barnard, Council Member

Elena Baca-Santa Cruz, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
October 3, 2023

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. NATIONAL FIRE PREVENTION WEEK OCTOBER 8-14, 2023
2. PROCLAMATION RECOGNIZING HISPANIC HERITAGE MONTH

**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
OCTOBER 3, 2023**

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 ISRAEL CARLOS OF APOSTOLIC ASSEMBLY

ROLL CALL

INTRODUCTIONS

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

**PUBLIC COMMENTS ON ANY SUBJECT ON THE AGENDA UNDER THE
JURISDICTION OF 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 - SEPTEMBER 19, 2023 5:00 PM.

Recommendation:

1. Approve as submitted.

- A.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEPTEMBER 19, 2023 6:00 PM.

Recommendation:

1. Approve as submitted.

- A.4. PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AMENDMENT NOS. 79 and 81 (RESO NO. 2023-__ and RESO NO. 2023-__) (Report of: Financial & Management Services)

Recommendation:

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2023-__, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District (Amendment No. 79) (D.R. Horton Los Angeles Holding Company, Inc., located on the southwest corner of Alessandro Blvd. and Oliver St.).
2. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2023-__, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District (Amendment No. 81) (D.R. Horton Los Angeles Holding Company, Inc., located on the northeast corner of Oliver St. and Brodiaea Ave.).

- A.5. APPROVAL OF SECOND AMEND TO AGREEMENT WITH MORENO VALLEY MALL HOLDING, LLC. FOR LIBRARY SPACE LEASE AT THE MORENO VALLEY MALL (Report of: Parks & Community Services)

Recommendations: That the City Council and CSD:

1. Approve second amendment with Moreno Valley Mall Holding, LLC. (2250 Town Circle Holdings, LLC) for Library Space lease of space #2078 at the Moreno Valley Mall.
 2. Authorize Executive Director/City Manager to execute the Second Amendment in the amount of \$137,490.80 and request required Purchase Order(s) in FY 23/24-24/25.
 3. Authorize the City Manager to execute any 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.6. PEN21-0136 (TR 38123) – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D23-003 FOR SKYLAR/WINDSONG RESIDENTIAL DEVELOPMENT LOCATED AT THE NORTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET. DEVELOPER: D.R. HORTON, LOS ANGELES HOLDING COMPANY, INC. (Report of: Public Works)

Recommendations:

1. Accept and approve the Development Impact Fees Improvement Credit Agreement #D23-003 (DIF Agreement) for PEN21-0136 improvements; and
 2. Authorize the City Manager to execute the DIF Agreement.
- A.7. AUTHORIZATION TO AWARD AN AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO IMS INFRASTRUCTURE MANAGEMENT SERVICES FOR THE 2024 PAVEMENT MANAGEMENT SYSTEM UPDATES AND ROADWAY ASSET DATA COLLECTION SERVICES, PROJECT NO. 801 0083 (Report of: Public Works)

Recommendations:

1. Award a Professional Consultant Services Agreement to IMS Infrastructure Management Services, LP to provide updates to the Pavement Management System and perform Roadway Asset Data Collection Services;
2. Authorize the City Manager to execute the Professional Consultant Services Agreement with IMS Infrastructure Management Services, LP, in the amount of \$574,683, funded by the State Gasoline Tax (Fund 2000);

3. Authorize the issuance of a Purchase Order to IMS Infrastructure Management Services, LP in the amount of \$574,683 when the agreement has been signed by all parties; and
4. Authorize the City Manager to execute any subsequent Amendments to the Agreement with IMS Infrastructure Management Services, LP 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. SECOND READING - MUNICIPAL CODE AMENDMENTS TO MODIFY PROVISIONS IN TITLE 8, SECTION 8.21.020 – PERMITS REQUIRED AND SECTION 8.21.160 – EROSION CONTROL (Report of: Public Works)

Recommendation:

1. Conduct second reading by title only and Adopt Ordinance No. 1001. An Ordinance of the City Council of the City of Moreno Valley, California, thereby amending the City of Moreno Valley Municipal Code Sections 8.21.020 and 8.21.160 related to permits required and erosion control.

A.9. PEN18-0080 (TR 37462) - APPROVE TRACT MAP 37462 LOCATED ON THE NORTH SIDE OF BRADSHAW CIRCLE EAST OF MORENO BEACH DRIVE. OWNER: HAKAN BUVAN (Report of: Public Works)

Recommendations:

1. Approve Tract Map 37462; and
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

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 - CITY COUNCIL - CLOSED SESSION - SEPTEMBER 19, 2023 5:00 PM.

Recommendation:

1. Approve as submitted.

B.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEPTEMBER 19, 2023
6:00 PM.

Recommendation:

1. Approve as submitted.

B.4. PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) - AMENDMENT NOS. 60, 79, 104, 106, 109, and 114-116 (RESO. NOS. CSD 2023-___ to CSD 2023-___) (Report of: Financial & Management Services)

Recommendation:

1. Adopt Resolution No. CSD 2023-___, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 60) (SPSSM INV VI, located at 12054 Graham St.).
2. Adopt Resolution No. CSD 2023-___, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 79) (D.R. Horton Los Angeles Holding Company, Inc., located on the southwest corner of Alessandro Blvd. and Oliver St.).
3. Adopt Resolution No. CSD 2023-___, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 104) (Chau Van Nguyen, located at 24168 Mt. Russell).
4. Adopt Resolution No. CSD 2023-___, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 106) (D.R. Horton Los Angeles Holding Company, Inc., located on the northeast corner of Oliver St. and Brodiaea Ave.).
5. Adopt Resolution No. CSD 2023-___, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno

Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 109) (Emerita Bidgood Cruz and Christian Roman Hassard Gastelum, located at 10953 Mendoza Rd.).

6. Adopt Resolution No. CSD 2023-___, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 114) (Daniel and Verence Vences, located at 25404 Sand Creek Trl.).
7. Adopt Resolution No. CSD 2023-___, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 115) (Arturo Bravo Jr. and Antonio Rangel, and Mayra Isabel Esparza Soria located at 22890 Scotia Ln.).
8. Adopt Resolution No. CSD 2023-___, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 116) (Jessida Annette Macias, located at 14701 Unity Ct.).

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 - CITY COUNCIL - CLOSED SESSION - SEPTEMBER 19, 2023
5:00 PM.

Recommendation:

1. Approve as submitted.

- C.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEPTEMBER 19, 2023
6:00 PM.

Recommendation:

1. 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 - CITY COUNCIL - CLOSED SESSION - SEPTEMBER 19, 2023
5:00 PM.

Recommendation:

1. Approve as submitted.

- D.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEPTEMBER 19, 2023
6:00 PM.

Recommendation:

1. 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 - CITY COUNCIL - CLOSED SESSION - SEPTEMBER 19, 2023
5:00 PM.

Recommendation:

1. Approve as submitted.

- E.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEPTEMBER 19, 2023
6:00 PM.

Recommendation:

1. Approve as submitted.

F. PUBLIC HEARINGS

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.

F.1. ACCEPT THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) HOME AMERICAN RESCUE PLAN (HOME-ARP) REVISED PROPOSED ALLOCATION PLAN (Report of: City Manager)

Recommendations:

1. Adopt Resolution No. 2023-XX to accept the U.S. Department of Housing and Urban Development (HUD) HOME American Rescue Plan (HOME-ARP) funds and revised allocation plan, and
2. Designate the City Manager, City Attorney and Chief Financial Officer as authorized signatory to execute HOME-ARP documents on behalf of the City of Moreno Valley as outlined on the revised allocation plan.

F.2. PUBLIC HEARING, SECOND READING, AND ADOPTION OF COUNTY ORDINANCES NUMBERS 523 AND 640 REGARDING CONTROL OF VECTORS AND ESTABLISHING ENVIRONMENTAL HEALTH SERVICES FEES AND PENALTIES (ORD. NO. 1000) (Report of: Community Development)

Recommendations: That the City Council:

1. **CONDUCT** a Public Hearing to receive public input on the proposed Ordinance adopting Riverside County Ordinances numbers 523 and 640 regarding control of vectors and establishing environmental health services fees and penalties.
2. **CONDUCT** a second reading by title only and adopt Ordinance No. 1000, amending Title 6 of the City of Moreno Valley Municipal Code, adding Chapter 6.16, adopting by reference Riverside County Ordinance No. 523; and amending Title 3 of the City of Moreno Valley Municipal Code, adding Chapter 3.52, adopting by reference Riverside County Ordinance No. 640.

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

H. GENERAL BUSINESS

H.1. ORDINANCE ADDING CHAPTER 2.66 "ELECTRONIC FILING OF CAMPAIGN DISCLOSURE STATEMENTS," RELATING TO ELECTRONIC FILING OF FAIR POLITICAL PRACTICES COMMISSION STATEMENTS (Report of: City Clerk)

Recommendation:

1. That the city council conduct a first reading and introduce Ordinance No. XXX entitled: an Ordinance of the City Council of the City of Moreno Valley, California, adding Chapter 2.66 to the Moreno Valley Municipal Code regarding electronic filing of campaign finance disclosure statements.

H.2. DISCUSSION TO EXPLORE OPTIONS ON THE CREATION OF THE THIRD SATELLITE LIBRARY (Report of: City Manager)

Recommendations:

1. Authorize the Assistant City Manager/CFO/Treasurer to locate a suitable third satellite library site, negotiate and execute a lease agreement including any tenant improvements that may be needed to the suitable site before occupancy, revise the current contract with Library Systems & Services (our current library program consultant) to include the programming for the new satellite library, and any other items deemed necessary to get the new satellite library operational; or
2. Provide alternate direction to the Assistant City Manager.

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. EMPLOYEE ASSOCIATION REPORTS

I.3. CITY MANAGER'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, PUBLIC FINANCING 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, Jane Halstead, 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

Jane Halstead, CMC
City Clerk

Date Posted: 9/28/23

**MINUTES
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 PUBLIC FINANCING AUTHORITY
MORENO VALLEY HOUSING AUTHORITY**

**CLOSED SESSION – 5:00 PM
September 19, 2023**

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, Housing Authority, and the Moreno Valley Public Financing Authority was called to order at 5:05 p.m. by Mayor Cabrera in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

Mayor Pro Tem Delgado announced that the City Council receives a separate stipend for CSD meetings.

ROLL CALL

Council:	Ulises Cabrera	Mayor
	Ed Delgado	Mayor Pro Tem
	Elena Baca-Santa Cruz	Council Member
	David Marquez	Council Member
	Cheylynda Barnard	Council Member

*Mayor Cabrera participated in the meeting via teleconference from the Doubletree by Hilton Sacramento located at 2001 Point West Way, Sacramento, CA 95815 in the Feather River Conference Room

PUBLIC COMMENTS ON MATTERS ON THE AGENDA ONLY

Mayor Pro Tem Delgado 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.

Minutes Acceptance: Minutes of Sep 19, 2023 5:00 PM (CONSENT CALENDAR-CITY COUNCIL)

CLOSED SESSION

City Attorney Quintanilla announced that the City Council would recess to Closed Session to discuss the item as listed on the agenda and that he did anticipate reportable action.

A CONFERENCE WITH LEGAL COUNSEL POTENTIAL EXPOSURE OF LITIGATION

Pursuant to Government Code Section 54956 (1 Potential Case)

Mayor Pro Tem Delgado recessed the City Council to the City Manager's Conference Room, second floor, City Hall, for their Closed Session at 5:07 p.m.

Mayor Pro Tem Delgado reconvened the City Council in the Council Chamber from their Closed Session at 5:44 p.m.

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

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

ADJOURNMENT

There being no further business to come before the City Council, Mayor Pro Tem Delgado adjourned the meeting at 5:45 p.m.

Submitted by:

Jane Halstead, CMC
 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 Financing Authority

Approved by:

Ulises Cabrera
 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

**MINUTES
CITY COUNCIL REGULAR MEETING OF THE CITY OF MORENO VALLEY
September 19, 2023**

CALL TO ORDER - 5:30 PM

SPECIAL PRESENTATIONS

1. CERTIFICATES OF RECOGNITION - DEPUTIES AND CLASSIFIED EMPLOYEES OF 1ST AND 2ND QUARTER
2. SEPTEMBER AS NATIONAL PREPAREDNESS MONTH PROCLAMATION
3. SEPTEMBER 22ND AS NATIVE AMERICAN DAY PROCLAMATION

**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
MORENO VALLEY PUBLIC FINANCING AUTHORITY
BOARD OF LIBRARY TRUSTEES**

**REGULAR MEETING – 6:00 PM
September 19, 2023**

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 6:10 p.m. by Mayor Cabrera in the Council Chamber located at 14177 Frederick Street.

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

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Pro Tem Delgado.

INVOCATION

The invocation was given by Mayor Pro Tem Delgado.

ROLL CALL

Council:	Ulises Cabrera	Mayor
	Ed Delgado	Mayor Pro Tem
	Elena Baca-Santa Cruz	Council Member
	David Marquez	Council Member
	Cheylynda Barnard	Council Member

Minutes Acceptance: Minutes of Sep 19, 2023 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

*Mayor Cabrera participated in the meeting via teleconference from the Doubletree by Hilton Sacramento located at 2001 Point West Way, Sacramento, CA 95815 in the Feather River Conference Room.

INTRODUCTIONS

<p>Staff:</p> <p>Jane Halstead</p> <p>Patty Rodriguez</p> <p>Steven Quintanilla</p> <p>Mike Lee</p> <p>Brian Mohan</p> <p>Michael Lloyd</p> <p>Sean Kelleher</p> <p>Melissa Walker</p> <p>Jeremy Bubnick</p> <p>Ken Reichle</p> <p>Jesse Park</p>	<p>Manager of the Office of the Mayor and City Council/City Clerk</p> <p>Senior Deputy City Clerk</p> <p>City Attorney</p> <p>City Manager</p> <p>Assistant City Manager, Chief Financial Officer, City Treasurer</p> <p>Assistant City Manager</p> <p>Community Development Director</p> <p>Public Works Director/City Engineer</p> <p>Parks and Community Services Director</p> <p>Chief of Police</p> <p>Fire Chief</p>
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PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

Daryl T.

- 1. Unity.

Sam Martinez

- 1. Morrison Park.

Christopher Baca

- 1. Critical of Mayor Cabrera.

Bob Palomarez

- 1. Story.

Roy Bleckert

- 1. Rules & Procedures.

Pete

- 1. State of the City.

Minutes Acceptance: Minutes of Sep 19, 2023 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

PUBLIC COMMENTS ON ANY SUBJECT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

None.

JOINT CONSENT CALENDARS (SECTIONS A-E)

Motion made by Mayor Pro Tem Delgado and seconded by Council Member Barnard to approve the consent calendar.

Motion passed by a vote of 5-0, with Council Member Baca-Santa Cruz, Council Member Marquez, Council Member Barnard, Mayor Pro Tem Delgado, and Mayor Cabrera voting yes.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ed Delgado, Mayor Pro Tem
SECONDER:	Cheylynda Barnard, Council Member
AYES:	Cabrera, Delgado, Marquez, Barnard, Baca-Santa Cruz

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 - Sep 5, 2023 4:30 PM

A.3. City Council - Regular Meeting - Sep 5, 2023 6:00 PM

A.4. COUNCIL DISCRETIONARY EXPENDITURE REPORTS FOR FISCAL YEAR 2023/2024 FROM JULY 1, 2023 THROUGH JULY 31, 2023. (Report of: City Clerk)

Recommendation:

- 1. Receive and file the Fiscal Year 2023/2024 Council Discretionary Expenditure Report for July 1, 2023 through July 31, 2023.

A.5. LIST OF PERSONNEL CHANGES (Report of: Financial & Management Services)

Recommendation:

- 1. Ratify the list of personnel changes as described.

Minutes Acceptance: Minutes of Sep 19, 2023 6:00 PM (CONSENT CALENDAR-CITY COUNCIL)

A.6. PAYMENT REGISTER - JULY 2023 (Report of: Financial & Management Services)

Recommendation:

1. Receive and file the Payment Register.

A.7. APPROVE THIRD AMENDMENT TO THE AGREEMENT FOR CITYWIDE SECURITY SERVICES TO LYONS SECURITY SERVICES, INC. (Report of: Financial & Management Services)

Recommendations:

1. Approve the Third Amendment to the Agreement for On-Site and/or Professional Services with Lyons Security Service Inc., to provide security guard services at various City facilities and special events;
2. Authorize a Change Order to the existing Purchase Order with Lyons, Inc. in the amount of \$68,000 once the Third Amendment has been signed by all parties;
3. Authorize the City Manager, or their designee, to execute the Third Amendment to the Agreement for On-Site and/or Professional Services with Lyons Security Service, Inc. subject to the approval of the City Attorney; and
4. Authorize the City Manager to execute subsequent amendments to the Agreement, including the authority to authorize associated purchase orders in accordance with the terms of the Agreement, subject to the approval of the City Attorney and the approved budget by City Council.

A.8. SB 1205 FY2022/2023 State Mandated Inspections (Report of: Fire Department)

Recommendation:

1. Approve Resolution No. 2023-62, acknowledging the receive and file report regarding the State-mandated annual inspections of certain occupancies pursuant to California Health and Safety Code Sections §13145, §13146 and §17921.

A.9. AUTHORIZE THE AWARD OF PURCHASE FOR TWO VEHICLES TO PB LOADER CORPORATION AND TYMCO, INC. (Report of: Public Works)

Recommendations:

1. Award the purchase of one 2024 Asphalt Patch Truck to PB Loader Corporation.
2. Authorize the Purchasing & Sustainability Division Manager to issue a Purchase Order to PB Loader Corporation in the amount of \$212,752.00 plus an estimated sales and use tax amount of \$16,488.28, for a total amount of \$229,240.28 using Fleet Operations Replacement Reserve (Fund 7430).
3. Award the purchase of one 2023 Street Sweeper to TYMCO, Inc.
4. Authorize the Purchasing & Sustainability Division Manager to issue a Purchase Order to TYMCO, Inc. in the amount of \$502,707.63 using Fleet Operations Replacement Reserve (Fund 7430).
5. Authorize the City Manager or their designee to execute future vehicle & equipment purchases in accordance with the approved Fiscal Year 2023/24-2024/25 budget and procurement procedures.

A.10. PEN21-0184 (TR 38236) – APPROVE TRACT MAP 38236 LOCATED SOUTH OF ALESSANDRO BOULEVARD AND WEST OF OLIVER STREET AND APPROVE COOPERATIVE AGREEMENT BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, THE CITY, AND D.R. HORTON LOS ANGELES HOLDING COMPANY, INC. (Report of: Public Works)

Recommendations:

1. Approve Tract Map 38236.
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.
3. Approve the Cooperative Agreement with the Riverside County Flood Control and Water Conservation District (the District), the City of Moreno Valley (the City), and D.R. Horton Los Angeles Holding Company, Inc. (the Developer), for the MDP Line H, Stage 2 and Moreno – Alessandro Boulevard Lateral Storm Drain, Stage 1.
4. Authorize the City Manager to execute the Cooperative Agreement.
5. Direct the City Clerk to forward the signed Cooperative Agreement to the District.

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 - CITY COUNCIL - CLOSED SESSION - SEPTEMBER 5, 2023
4:30 PM

Recommendation:

1. Approve as submitted.

- B.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEPTEMBER 5, 2023
6:00 PM

Recommendation:

1. 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 - CITY COUNCIL - CLOSED SESSION - SEPTEMBER 5, 2023
4:30 PM

Recommendation:

1. Approve as submitted.

- C.3. MINUTES - CITY COUNCIL - REGULAR MEETING -SEPTEMBER 5, 2023
6:00 0M

Recommendation:

1. 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 - CITY COUNCIL - CLOSED SESSION - SEPTEMBER 5, 2023
4:30 PM

Recommendation:

1. Approve as submitted.

- D.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEPTEMBER 5, 2023
6:00 PM

Recommendation:

1. 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 - CITY COUNCIL - CLOSED SESSION - SEPTEMBER 5, 2023
4:30 PM

Recommendation:

1. Approve as submitted.

- E.3. MINUTES - CITY COUNCIL - REGULAR MEETING - SEPTEMBER 5, 2023
6:00 PM

Recommendation:

1. Approve as submitted.

F. PUBLIC HEARINGS

- F.1. PUBLIC HEARING – TOWN CENTER PROJECT ECONOMIC OPPORTUNITY SUMMARY REPORT PURSUANT TO GOVERNMENT CODE SECTION 52201 (Report of: City Attorney)

Recommendation:

1. That the City Council conduct the Public Hearing and adopt the attached Resolution approving the Economic Opportunity Summary Report for the Town Center Project pursuant to Government Code Section 52201 and approve of the related Purchase and Sale Agreement.

Staff report provided by City Attorney Steven Quintanilla.

With the conclusion of the staff report, Mayor Cabrera called for Council questions of staff.

With no Council questions for staff, Mayor Cabrera called for public comments to be heard.

Roy Bleckert

1. Previous City Project.

Public comments were heard.

With the conclusion of public comments, Mayor Cabrera called for Council deliberation.

With no Council deliberation, Mayor Cabrera entertained a motion.

Motion made by Mayor Pro Tem Delgado and seconded by Council Member Baca-Santa Cruz to adopt Resolution 2023-63 approving the Economic Opportunity Summary Report for the Town Center Project pursuant to Government Code Section 52201, and approve of the related Purchase and Sale Agreement.

Motion passed by a vote of 5-0, with Council Member Baca-Santa Cruz, Council Member Marquez, Council Member Barnard, Mayor Pro Tem Delgado, and Mayor Cabrera voting yes.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Ed Delgado, Mayor Pro Tem
SECONDER:	Elena Baca-Santa Cruz, Council Member
AYES:	Cabrera, Delgado, Marquez, Barnard, Baca-Santa Cruz

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

None.

H. GENERAL BUSINESS

H.1. OFFICE OF THE MAYOR AND CITY COUNCIL SPONSORSHIP PROGRAM
(Report of: City Clerk)

Recommendation:

1. That the City Council approve the annual \$60,000.00 Office of the Mayor and City Council Sponsorship Program.

City Clerk Jane Halstead provided the staff report.

With the conclusion of the staff report, Mayor Cabrera called for Council questions of staff.

Council asked questions of staff.

City Clerk Jane Halstead and Assistant City Manager Brian Mohan responded to Council's inquiries.

With the conclusion of Council questions, Mayor Cabrera called for public comments to be heard.

Russell Shafer

1. Concerns.

Bob Palomarez

1. Suggestions.

Public comments were heard.

With the conclusion of public comments, Mayor Cabrera called for Council deliberation.

Council Member Baca-Santa Cruz provided comments on the matter.

With the conclusion of Council deliberation, Mayor Cabrera entertained a motion.

Motion made by Mayor Pro Tem Delgado and seconded by Mayor Cabrera to approve the annual \$60,000.00 Office of the Mayor and City Council Sponsorship Program.

Motion passed by a vote of 5-0, with Council Member Baca-Santa Cruz, Council Member Marquez, Council Member Barnard, Mayor Pro Tem Delgado, and Mayor Cabrera voting yes.

RESULT: APPROVED [UNANIMOUS]
MOVER: Ed Delgado, Mayor Pro Tem
SECONDER: Ulises Cabrera, Mayor
AYES: Cabrera, Delgado, Marquez, Barnard, Baca-Santa Cruz

I.REPORTS

I.1. CITY COUNCIL REPORTS

(Informational Oral Presentation - not for Council action)

March Joint Powers Commission (JPC)

None.

Riverside County Habitat Conservation Agency (RCHCA)

None.

Riverside County Transportation Commission (RCTC)

Mayor Cabrera reported the following:

The Commission heard a presentation of the integrated traffic management system and awarded an agreement to Transmax for comprehensive professional services for the Interstate 15 SMART Freeway Pilot Project.

The Commission also approved the 2024 State Transportation Improvement Program funding distribution among three geographic areas in Riverside County.

Riverside Transit Agency (RTA)

Council Member Barnard reported the following:

The Committee heard a presentation about the Actuarial Study Results for the Workers' Compensation and Liability Programs and recommended approval of the full Board of Directors.

The Committee also heard a presentation regarding the proposed custom shelters in Mead Valley as part of the Agency's Bus Stop Strategic Policy.

Western Riverside Council of Governments (WRCOG)

Council Member Baca-Santa Cruz reported the following:

Items covered at the WRCOG Executive Committee meeting on September 11, 2023, included an update on TUMF Collections for Fiscal Year 2022/2023. Development activity remained strong throughout the WRCOG subregion, with residential and industrial projects generating the majority of the revenue.

Western Riverside County Regional Conservation Authority (RCA)

None.

School District/City Joint Task Force

None.

I.2. EMPLOYEE ASSOCIATION REPORTS

None.

I.3. CITY MANAGER'S REPORT

1. Park improvements.
2. Parks Master Plan Community Meeting.
3. Free dump day, October 14, 2023.

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

Council Member Baca-Santa Cruz

1. Critical of Mayor Cabrera.
2. Personal anecdote.
3. Tom Jerele Sr.

Council Member Marquez

No comment.

Council Member Barnard

1. Tom Jerele Sr.

2. Events attended.

3. Integrity & trust.

Mayor Pro Tem Delgado

1. Tom Jerele Sr.

Mayor Cabrera

1. Events attended.

2. Homelessness.

3. Tom Jerele Sr.

Motion made by Mayor Cabrera and seconded by Council Member Marquez to add an item to the next scheduled Study Session to discuss the possibility of finding or building a parking lot that would allow homeless families to sleep in their car.

Motion passed by a vote of 2-0, with Council Member Marquez and Mayor Cabrera voting yes.

RESULT:	APPROVED [2 TO 0]
MOVER:	Ulises Cabrera, Mayor
SECONDER:	David Marquez, Council Member
AYES:	Ulises Cabrera, David Marquez
AWAY:	Ed Delgado, Cheylynda Barnard, Elena Baca-Santa Cruz

ADJOURNMENT

There being no further business to come before the City Council, Mayor Cabrera adjourned the meeting at 7:32PM in memory of Tom Jerele Sr.

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.

Submitted by:

Jane Halstead, CMC
 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 Financing Authority

Approved by:

Ulises Cabrera
 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: Brian Mohan, Assistant City Manager

AGENDA DATE: October 3, 2023

TITLE: PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) - AMENDMENT NOS. 79 AND 81 (RESO NO. 2023-__ AND RESO NO. 2023-__)

RECOMMENDED ACTION

Recommendation:

1. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2023-__, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District (Amendment No. 79) (D.R. Horton Los Angeles Holding Company, Inc., located on the southwest corner of Alessandro Blvd. and Oliver St.).

2. Acting as the legislative body of Community Facilities District No. 2014-01 (Maintenance Services), adopt Resolution No. 2023-__, a Resolution of the City Council of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) and approving the amended map for said District (Amendment No. 81) (D.R. Horton Los Angeles Holding Company, Inc., located on the northeast corner of Oliver St. and Brodiaea Ave.).

SUMMARY

Adoption of the resolutions will certify the annexation of five parcels into Community Facilities District (CFD) No. 2014-01 (Maintenance Services) ("District"). This action impacts only the property owners identified below, not the general citizens or taxpayers of the City.

The City requires property owners of new development projects to mitigate the cost of certain impacts created by the proposed developments (e.g., the cost of operation and maintenance of public street lighting, landscaping, and/or streets and drainage). The City created CFD No. 2014-01 to provide the development community with a funding mechanism to assist in satisfying the requirement. After a property owner elects to annex their property into the District and the City Council approves the annexation, a special tax can be levied on the annual property tax bill of the annexed parcel(s) to fund the cost to provide the services.

The Property Owners, as defined below, have elected to annex the parcel(s) of their project into the District to satisfy the condition. The Property Owners each submitted a Landowner Petition approving the annexation and the City Clerk confirmed the Petitions are valid.

DISCUSSION

As a condition of approval for the development projects identified below, the Property Owners are required to provide an ongoing funding source for certain public services (i.e., street lighting, landscaping and/or streets and drainage maintenance), which are required to be installed as part of the development projects. The table below provides information for the properties under development.

Property Owner Project ACP Record #	Amendment No.	APNs	Location
D.R. Horton Los Angeles Holding Company, Inc., TR 38236, 204 SF Homes PEN21-0184/SCP23-0007	79	486-260-003 486-260-004 486-260-005 486-260-009	Southwest corner of Alessandro Blvd. and Oliver St.
D.R. Horton Los Angeles Holding Company, Inc., TR 38237, 67 SF Homes PEN21-0199/SCP23-0029	81	486-240-010	Northeast corner of Oliver St. and Brodiaea Ave.

The City Council formed CFD No. 2014-01 (Maintenance Services) to provide an alternative funding tool for the development community. It provides a mechanism to fund the operation and maintenance of public street lighting, landscape and/or streets and drainage services. After a landowner approves annexation of their property into the District and the City Council approves the annexation, the City is authorized to levy a special tax onto the annual property tax bill to fund the services related to or impacted by their development.

The Third Amended and Restated Rate and Method of Apportionment of Special Tax ("RMA") for the District describes the different special tax rate areas, services provided, and formula to calculate the special tax rate for each of the tax rate areas. Several special tax rate areas were created to accommodate a variety of scenarios to ensure

costs are fairly shared between property owners. For example, there is a tax rate area for “single-family residential street lighting” and one for “street lighting for property other than single-family residential” (e.g., commercial, industrial, or multi-family projects). Different tax rate areas are needed for street lighting because the spacing and size/type of lights differ based on the type of development. Likewise, there are several tax rate areas for maintenance of public landscaping (i.e. medians, parkways, and/or traffic circles). A property owner’s proportionate share of landscape maintenance costs will vary depending upon the total square footage of landscaping to be maintained and the number of properties sharing in the cost for that development. There is also a tax rate area for streets and drainage within single-family residential projects, which is calculated based on each parcel’s proportionate share of the improvements.

On April 20, 2021, the City Council adopted Ordinance No. 980, which designated the entire territory of the City as a future annexation area for the District. With the future annexation area designated, annexations can occur without an additional public hearing as long as the annexing landowner provides unanimous consent. Once annexed, parcels are subject to the annual special tax to fund the service they are receiving.

With the establishment of the District, a property owner now has two options to satisfy the conditions of approval:

1. Submit a Landowner Petition unanimously approving annexation of the property into the District. Approval of the petition and special tax rate allows the City to annually levy the special tax on the property tax bill of the property. This option is only available if there are fewer than 12 registered voters living within the proposed annexation area; or
2. Establish a homeowner or property owner association to provide the ongoing operation and maintenance of the improvements.

The Property Owners elected to annex their properties into CFD No. 2014-01 and have the special tax applied to the annual property tax bill. The Office of the Riverside County Registrar of Voters confirmed there were no registered voters residing at the properties, allowing a special election of the landowners. Adoption of the attached resolutions (Attachments 1-2) amends the District and adds the property to the tax rate areas identified in the Fiscal Impact section of this report and directs the recordation of the boundary maps (Attachments 3-4) and amended notices of special tax lien for the amendments. The City Clerk received and reviewed the Landowner Petitions and confirmed the Property Owners unanimously approved the annexation of their property into the District (Attachments 5-6).

Successful completion of the annexation process satisfies each project’s condition of approval to provide a funding source for the operation and maintenance of public street lighting, landscaping, and/or streets and drainage.

ALTERNATIVES

1. Adopt the resolutions. *Staff recommends this alternative as it will annex the properties into CFD No. 2014-01 at the request of the Property Owners and satisfy the condition(s) of approval for the proposed development.*
2. Do not adopt the resolutions. *Staff does not recommend this alternative as it is contrary to the request of the Property Owners, will not satisfy the condition(s) of approval, and may delay development of the projects.*
3. Do not adopt the resolutions but rather continue the item to a future regularly scheduled City Council meeting. *Staff does not recommend this alternative as it will delay the Property Owners from satisfying the condition of approval and may delay development of the projects.*

FISCAL IMPACT

Revenue received from the special tax is restricted and can only be used to fund the services for each tax rate area within the District. The special tax can only be applied to a property tax bill of a parcel wherein the qualified electors (i.e., landowners or registered voters, depending upon the number of registered voters) have previously provided approval. The maximum special tax rates for the tax rate areas are detailed below. If the projected revenue from the maximum special tax exceeds what is necessary to fund the services within the tax rate area, a lower amount will be applied to the property tax bill for all the properties within the affected tax rate area.

Property Owner Project ACP Record #	Amendment No.	Tax Rate Area FY 2023/24 Maximum Special Tax Rate ¹	
D.R. Horton Los Angeles Holding Company, Inc., TR 38236, 204 SF Homes PEN21-0184/SCP23-0007	79	SL-01B	\$97.64/parcel
		LM-01D	\$201.04/parcel
		SD-01	\$1,007.06/parcel and \$2.78/curb foot
D.R. Horton Los Angeles Holding Company, Inc., TR 38237, 67 SF Homes PEN21-0199/SCP23-0029	81	SL-01B	\$97.64/parcel
		SD-01	\$1,007.06/parcel and \$2.78/curb foot

¹The special tax applied to the property tax bill will be based on the needs of the tax rate area within the District. The applied special tax rate cannot exceed the maximum special tax rate.

The FY 2023/24 applied rate for SL-01B (Single-Family Residential Street Lighting, Perimeter Street Lighting Only) is \$8.27/parcel. The FY 2023/24 applied rate for LM-01D (Single-Family Residential Landscaping) is \$201.04/proportional front foot. The FY 2023/24 applied rate for SD-01 (Street Maintenance and Drainage) is \$1,007.06/parcel and \$0.00/curb foot.

The maximum special tax rates are subject to an annual inflation adjustment based on the change in the Consumer Price Index (CPI) or five percent (5%), whichever is greater. However, the annual adjustment cannot be applied unless the City Council annually authorizes such adjustment. The increase to the maximum special tax rates

cannot exceed the annual inflationary adjustment without a two-thirds approval of the qualified electors within the affected tax rate areas.

NOTIFICATION

The Landowner Petitions were e-mailed to the Property Owners on August 10, 2023 and September 8, 2023. A copy of the RMA was included with the Landowner Petition as Exhibit B.

PREPARATION OF STAFF REPORT

Prepared by:
Felicia London
Special Districts Division Manager

Department Head Approval:
Brian Mohan
Assistant City Manager

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.

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 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

Objective 5.2: Promote the installation and maintenance of cost effective, low maintenance landscape, hardscape and other improvements which create a clean, inviting community.

ATTACHMENTS

To view large attachments, please click your “bookmarks”



on the left hand side of this document for the necessary attachment.

1. Resolution Ordering Annexation - Amendment No. 79
2. Resolution Ordering Annexation - Amendment No. 81
3. Boundary Map - Amendment No. 79
4. Boundary Map - Amendment No. 81
5. Certificate of Election Official - Amendment No. 79
6. Certificate of Election Official - Amendment No. 81

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/25/23 3:32 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/25/23 3:34 PM

RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) AND APPROVING THE AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. 2014-25, the City Council established the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) (the "CFD"), a citywide district, pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. 874, the City Council authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund street lighting services and landscape maintenance services; and

WHEREAS, by its Ordinance No. 980, the City Council authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD to fund Drainage and Street Maintenance Services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the City Council, by its Ordinance No. 980 designated the entire territory of the City as a future annexation area for the CFD and approved the third amended and restated rate and method of apportionment for the Special Tax; and

WHEREAS, the landowner of the parcels listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the City a petition requesting and approving annexation of the listed parcels (the "Annexation Parcels") to the CFD; and

WHEREAS, the Annexation Parcels are comprised of the territory shown on the boundary map (the "Boundary Map") "Amendment No. 79 to Boundaries of City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services), City of Moreno Valley, County of Riverside, State of California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the City Council desires to annex the Annexation Parcels to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.

1
Resolution No. 2023-____
Date Adopted: October 3, 2023

2. Annexation Approved. The Annexation Parcels are hereby added to and part of the CFD with full legal effect. The Annexation Parcels are subject to the Special Tax associated with the Tax Rate Areas indicated on Exhibit A to this Resolution.

3. Description of Services. The following is a general description of all services (the “Services”) provided in the CFD:

A. Landscape Maintenance Services: Maintaining, servicing, and operating landscape improvements and associated appurtenances located within the public right-of-way and within dedicated landscape easements for the CFD. These improvements may include but are not limited to parkways, medians, open space landscaping, fencing, monuments, ornamental lighting, drainage, turf, ground cover, shrubs, vines and trees, irrigation systems, and appurtenant facilities and structures. Fundable costs may include, but are not limited to: (i) contracting costs for landscape maintenance services, including litter removal, (ii) salaries and benefits of City staff, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) City administrative and overhead costs associated with providing such services within the CFD, and (v) lifecycle costs associated with the repair and replacement of facilities.

B. Street Lighting Services: Maintaining, servicing, and operating street lights and appurtenant improvements. Fundable costs may include, but are not limited to: (i) contracting costs for street light maintenance, (ii) salaries and benefits of City staff, if the City directly provides street light maintenance services, (iii) utility expenses and the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, (iv) City administrative and overhead costs associated with providing such services for the CFD, and (v) lifecycle costs associated with the repair and replacement of facilities.

C. Drainage and Street Maintenance Services: Maintaining, servicing, and operating drainage improvements and maintaining streets. Drainage improvements include public improvements and appurtenance (and associated easements) that are designed or used to capture, retain, detain, remove, transport, or treat surface water and storm water runoff. Fundable costs may include, but are not limited to: (i) contracting costs for street and drainage maintenance services, including litter removal, (ii) salaries and benefits of City staff if the City directly provides these services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) City administrative and overhead costs associated with providing such services within the CFD, and (v) lifecycle costs associated with the repair and replacement of streets and drainage improvements.

The Annexation Parcels will only be provided with the services indicated on Exhibit A.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The City Council directs that said map be filed with the Riverside County Recorder

2

Resolution No. 2023-____
Date Adopted: October 3, 2023

pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The City Council directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcels associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

8. Severability. That the City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

9. Repeal of Conflicting Provisions. That all the provisions heretofore adopted by the City Council that are in conflict with the provisions of this Resolution are hereby repealed.

APPROVED AND ADOPTED this 3rd day of October, 2023.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

3
Resolution No. 2023-_____
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 79 (6365 : PURSUANT TO LANDOWNER PETITION, ANNEX A CERTAIN

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2023-____ 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 October, 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2023-____ 4
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 79 (6365 : PURSUANT TO LANDOWNER PETITION, ANNEX A CERTAIN

EXHIBIT A

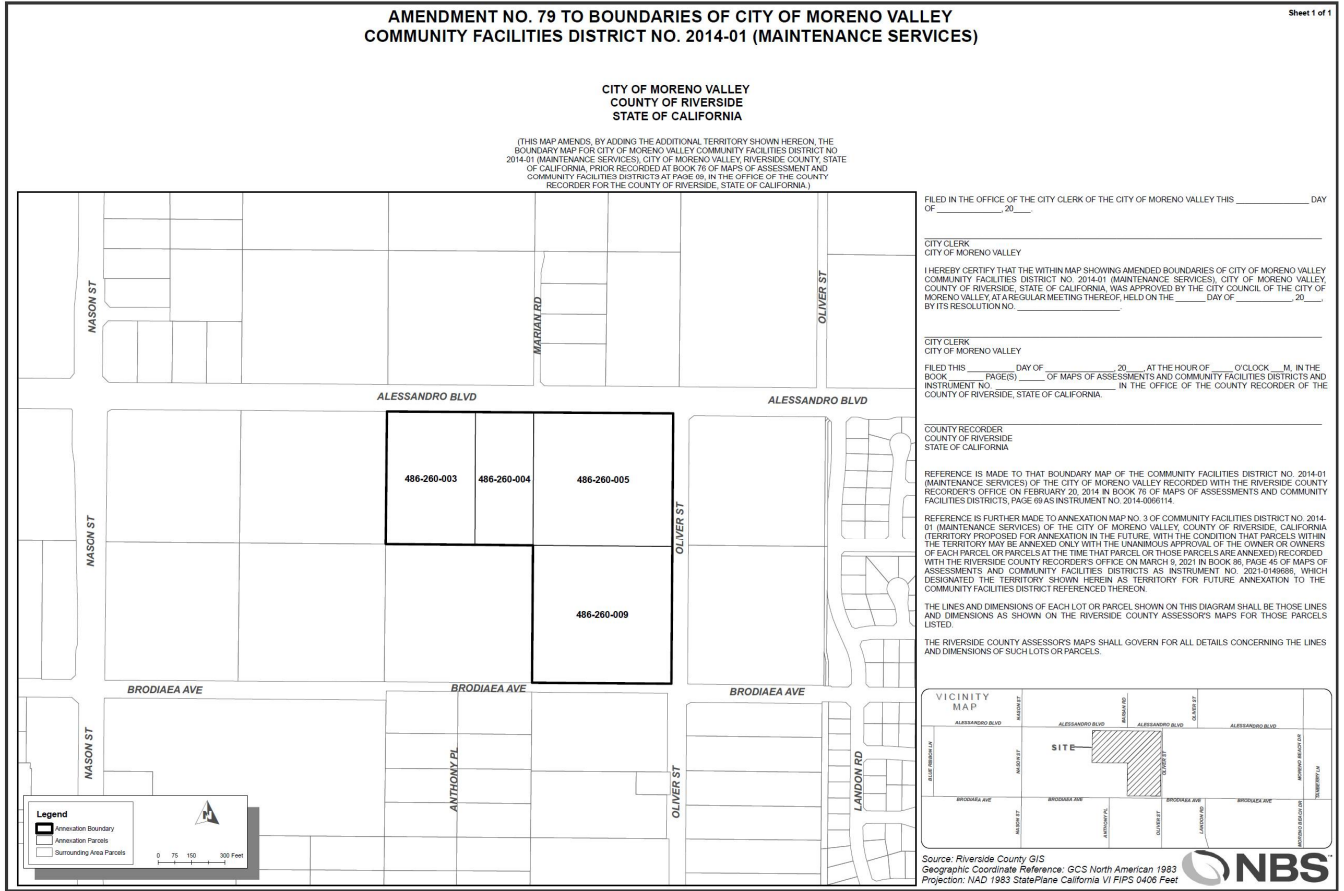
List of Annexation Parcel(s)			
Boundary Map Amendment No.	Assessor's Parcel Numbers	Services	Tax Rate Area & Maintenance Category
Amendment No. 79	486-260-003 486-260-004 486-260-005 486-260-009	Street Lighting	SL-01B
		Landscape Maintenance	LM-01(D)
		Street Maintenance and Drainage	SD-01
<p>Based on current development plans, it is anticipated that the Annexation Group will be in the Maintenance Category listed above; however all taxes will be calculated as set forth in the Rate and Method of Apportionment.</p> <p>The parcels associated with a given development constitute a separate Annexation Group for purpose of calculating the applicable Maintenance Category (where applicable) for each Tax Rate Area. The anticipated Maintenance Category (where applicable) is shown in parenthesis following the Tax Rate Area. All capitalized terms in this paragraph have the meanings set forth in the Rate and Method of Apportionment.</p>			

Attachment: Resolution Ordering Annexation - Amendment No. 79 (6365 : PURSUANT TO LANDOWNER PETITION, ANNEX A CERTAIN

5
Resolution No. 2023-____
Date Adopted: October 3, 2023

EXHIBIT B

Boundary Map Amendment



Attachment: Resolution Ordering Annexation - Amendment No. 79 (6365 : PURSUANT TO LANDOWNER PETITION, ANNEX A CERTAIN

6
Resolution No. 2023-_____
Date Adopted: October 3, 2023

RESOLUTION NO. 2023-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) AND APPROVING THE AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. 2014-25, the City Council established the City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services) (the "CFD"), a citywide district, pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. 874, the City Council authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund street lighting services and landscape maintenance services; and

WHEREAS, by its Ordinance No. 980, the City Council authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD to fund Drainage and Street Maintenance Services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the City Council, by its Ordinance No. 980 designated the entire territory of the City as a future annexation area for the CFD and approved the third amended and restated rate and method of apportionment for the Special Tax; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the City a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") "Amendment No. 81 to Boundaries of City of Moreno Valley Community Facilities District No. 2014-01 (Maintenance Services), City of Moreno Valley, County of Riverside, State of California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the City Council desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.

1
Resolution No. 2023-____
Date Adopted: October 3, 2023

2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect. The Annexation Parcel is subject to the Special Tax associated with the Tax Rate Areas indicated on Exhibit A to this Resolution.

3. Description of Services. The following is a general description of all services (the “Services”) provided in the CFD:

A. Landscape Maintenance Services: Maintaining, servicing, and operating landscape improvements and associated appurtenances located within the public right-of-way and within dedicated landscape easements for the CFD. These improvements may include but are not limited to parkways, medians, open space landscaping, fencing, monuments, ornamental lighting, drainage, turf, ground cover, shrubs, vines and trees, irrigation systems, and appurtenant facilities and structures. Fundable costs may include, but are not limited to: (i) contracting costs for landscape maintenance services, including litter removal, (ii) salaries and benefits of City staff, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) City administrative and overhead costs associated with providing such services within the CFD, and (v) lifecycle costs associated with the repair and replacement of facilities.

B. Street Lighting Services: Maintaining, servicing, and operating street lights and appurtenant improvements. Fundable costs may include, but are not limited to: (i) contracting costs for street light maintenance, (ii) salaries and benefits of City staff, if the City directly provides street light maintenance services, (iii) utility expenses and the expense related to equipment, apparatus, and supplies related to these services and authorized by the Act, (iv) City administrative and overhead costs associated with providing such services for the CFD, and (v) lifecycle costs associated with the repair and replacement of facilities.

C. Drainage and Street Maintenance Services: Maintaining, servicing, and operating drainage improvements and maintaining streets. Drainage improvements include public improvements and appurtenance (and associated easements) that are designed or used to capture, retain, detain, remove, transport, or treat surface water and storm water runoff. Fundable costs may include, but are not limited to: (i) contracting costs for street and drainage maintenance services, including litter removal, (ii) salaries and benefits of City staff if the City directly provides these services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) City administrative and overhead costs associated with providing such services within the CFD, and (v) lifecycle costs associated with the repair and replacement of streets and drainage improvements.

The Annexation Parcel will only be provided with the services indicated on Exhibit A.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The City Council directs that said map be filed with the Riverside County Recorder

2

Resolution No. 2023-____
Date Adopted: October 3, 2023

pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The City Council directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The City Clerk shall certify to the adoption of this Resolution, and shall maintain on file as a public record this Resolution.

8. Severability. That the City Council declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

9. Repeal of Conflicting Provisions. That all the provisions heretofore adopted by the City Council that are in conflict with the provisions of this Resolution are hereby repealed.

APPROVED AND ADOPTED this 3rd day of October, 2023.

Mayor of the City of Moreno Valley

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

3
Resolution No. 2023-_____
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 81 (6365 : PURSUANT TO LANDOWNER PETITION, ANNEX A CERTAIN

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2023-___ 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 October 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2023-___ 4
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 81 (6365 : PURSUANT TO LANDOWNER PETITION, ANNEX A CERTAIN

EXHIBIT A

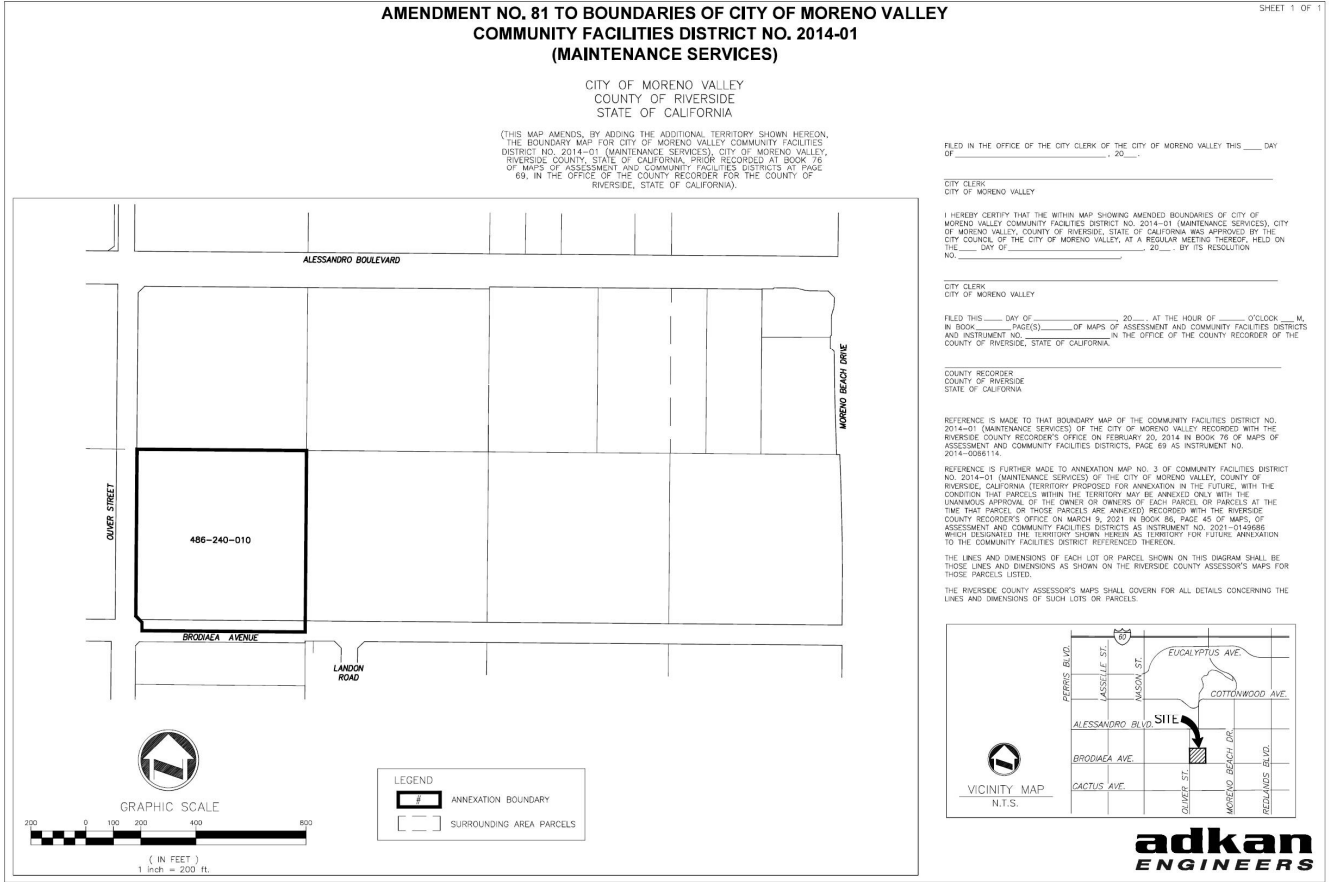
List of Annexation Parcel(s)			
Boundary Map Amendment No.	Assessor's Parcel Numbers	Services	Tax Rate Area & Maintenance Category
Amendment No. 81	486240010	Street Lighting	SL-01B
		Street Maintenance and Drainage	SD-01
<p>Based on current development plans, it is anticipated that the Annexation Group will be in the Maintenance Category listed above; however all taxes will be calculated as set forth in the Rate and Method of Apportionment.</p> <p>The parcels associated with a given development constitute a separate Annexation Group for purpose of calculating the applicable Maintenance Category (where applicable) for each Tax Rate Area. The anticipated Maintenance Category (where applicable) is shown in parenthesis following the Tax Rate Area. All capitalized terms in this paragraph have the meanings set forth in the Rate and Method of Apportionment.</p>			

Attachment: Resolution Ordering Annexation - Amendment No. 81 (6365 : PURSUANT TO LANDOWNER PETITION, ANNEX A CERTAIN

Resolution No. 2023-5
Date Adopted: October 3, 2023

EXHIBIT B

Boundary Map Amendment



Attachment: Resolution Ordering Annexation - Amendment No. 81 (6365 : PURSUANT TO LANDOWNER PETITION, ANNEX A CERTAIN

6
Resolution No. 2023-____
Date Adopted: October 3, 2023

AMENDMENT NO. 79 TO BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES)

Sheet 1 of 1

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 69, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 20__.

CITY CLERK
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20__ BY ITS RESOLUTION NO. _____.

CITY CLERK
CITY OF MORENO VALLEY

FILED THIS _____ DAY OF _____, 20__ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AND INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

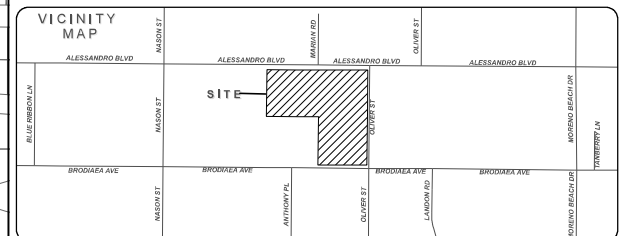
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON FEBRUARY 20, 2014 IN BOOK 76 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS, PAGE 69 AS INSTRUMENT NO. 2014-006114.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 3 OF COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MARCH 9, 2021 IN BOOK 86, PAGE 45 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0149686, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



Attachment: Boundary Map - Amendment No. 79 (6365 : PURSUANT TO LANDOWNER PETITION, ANNEX

AMENDMENT NO. 81 TO BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES)

CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 69, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA).

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF _____, 20__.

CITY CLERK
CITY OF MORENO VALLEY

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES), CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 20__. BY ITS RESOLUTION NO. _____

CITY CLERK
CITY OF MORENO VALLEY

FILED THIS ____ DAY OF _____, 20__. AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

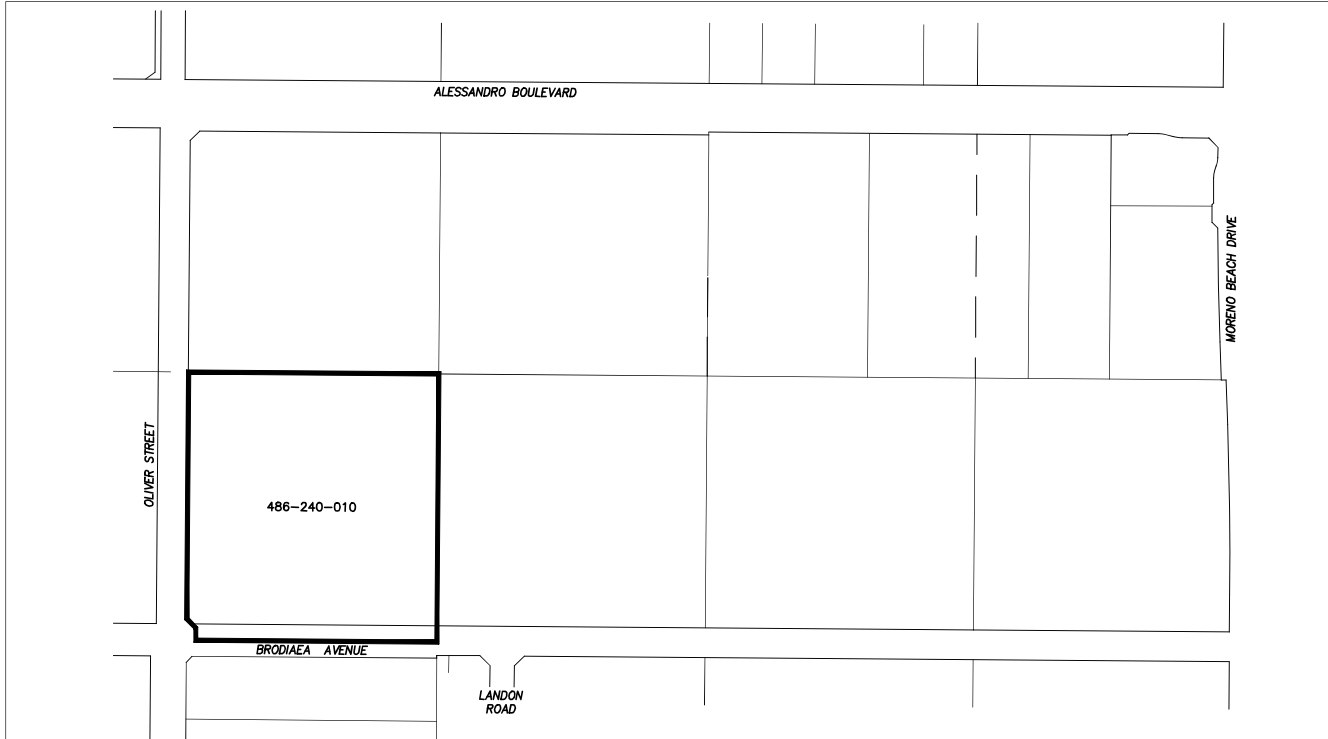
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON FEBRUARY 20, 2014 IN BOOK 76 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 69 AS INSTRUMENT NO. 2014-0066114.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 3 OF COMMUNITY FACILITIES DISTRICT NO. 2014-01 (MAINTENANCE SERVICES) OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THE TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MARCH 9, 2021 IN BOOK 86, PAGE 45 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0149886 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

THE LINES AND DIMENSIONS OF EACH LOT OR PARCEL SHOWN ON THIS DIAGRAM SHALL BE THOSE LINES AND DIMENSIONS AS SHOWN ON THE RIVERSIDE COUNTY ASSESSOR'S MAPS FOR THOSE PARCELS LISTED.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.





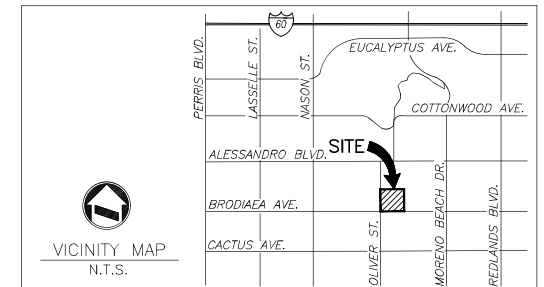
GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

LEGEND

-  ANNEXATION BOUNDARY
-  SURROUNDING AREA PARCELS



Attachment: Boundary Map - Amendment No. 81 (6365 : PURSUANT TO LANDOWNER PETITION, ANNEX


**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **August 14, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01
(MAINTENANCE SERVICES) – AMENDMENT NO. 79

WITNESS my hand this **14th** of **August**, 2023.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 79 (6365 : PURSUANT TO LANDOWNER PETITION, ANNEX A CERTAIN PARCEL

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **September 13, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2014-01
(MAINTENANCE SERVICES) – AMENDMENT NO. 81

WITNESS my hand this **13** of **September**, 2023.



JANE HALSTEAD
ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 81 (6365 : PURSUANT TO LANDOWNER PETITION, ANNEX A CERTAIN PARCEL



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: Jeremy Bubnick, Parks & Community Services Director

AGENDA DATE: October 3, 2023

TITLE: APPROVAL OF SECOND AMEND TO AGREEMENT WITH
 MORENO VALLEY MALL HOLDING, LLC. FOR LIBRARY
 SPACE LEASE AT THE MORENO VALLEY MALL

RECOMMENDED ACTION

Recommendations: That the City Council and CSD:

1. Approve second amendment with Moreno Valley Mall Holding, LLC. (2250 Town Circle Holdings, LLC) for Library Space lease of space #2078 at the Moreno Valley Mall.
2. Authorize Executive Director/City Manager to execute the Second Amendment in the amount of \$137,490.80 and request required Purchase Order(s) in FY 23/24-24/25.
3. Authorize the City Manager to execute any 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.

SUMMARY

This report recommends authorization to approve the second amendment to the agreement between the City and Moreno Valley Mall Holding, LLC for the continued lease of space #2078 at the Moreno Valley Mall for use as a Moreno Valley Library satellite branch.

DISCUSSION

The City of Moreno Valley had entered into an Agreement with Moreno Valley Mall Holding, LLC (2250 Town Circle Holdings, LLC) titled "Moreno Valley Mall Lease Agreement" on August 15, 2017, with the original term valid through December 31, 2020, in the amount of \$223,077.46, and the option to extend the term for two (2) additional periods of three (3) years each.

A First Extension to the agreement was entered on January 13, 2020, for the term of three (3) years with the expiration of November 30, 2023.

It is the recommendation of staff to exercise the second three-year extension option and enter into a second amendment to this agreement for the term dates of November 1, 2023 through June 30, 2025, in the amount of \$137,490.80. The total amended amount of this agreement will be \$635,549.86.

ALTERNATIVES

1. Approve the recommended action as presented in this staff report. Staff recommends this alternative as it will continue ongoing Library services that are provided by this satellite branch.
2. Do not approve the recommended actions as presented in this staff report. Staff does not recommend this alternative as it will cause disruption to services offered by this Library satellite branch location.

FISCAL IMPACT

There is no impact to the general fund.

This Second Amendment is currently budgeted in the Library fund 5010-50-56-35110- as part of its operating expenditures.

NOTIFICATION

Posting of the Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Patty Yhuit
PCS Admin & Financial Services Division Manager

Department Head Approval:
Jeremy Bubnick
Parks & Community Services Director

CITY COUNCIL GOALS

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

To view large attachments, please click your “bookmarks”



on the left hand side of this document for the necessary attachment.

- 1. Second Amend_Moreno Valley Mall Lease._CA approvedpdf

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/25/23 3:43 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/25/23 4:25 PM

**SECOND AMENDMENT TO MORENO VALLEY MALL
LEASE AGREEMENT**

The Second Amendment to Agreement is by and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as “Tenant,” and **2250 Town Circle Holdings, LLC**, hereinafter referred to as “Landlord.” This Second Amendment to Agreement is made and entered into effective on **November 1, 2023**.

RECITALS:

Whereas, the Tenant and Landlord entered into an Agreement entitled “**MORENO VALLEY MALL LEASE AGREEMENT**,” hereinafter referred to as “Agreement,” dated **August 15, 2017**.

Whereas, the Landlord is providing lease of Suite #2078 located at Moreno Valley Mall in use as a branch of the Moreno Valley Library.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of **November 30, 2023** is extended by this Amendment to **June 30, 2025**.

1.2 Section 3 “Rent” to the Agreement is hereby further amended by adding to the cost proposal section thereof described in “Exhibit A – Second Amendment,” entitled “**Letter of Extending Lease Agreement**.”

1.3 The total “Not-to-Exceed” fee for this contract is **\$635,549.86** (**\$ 223,077.46** for the original Agreement plus **\$274,981.60** for the first extension and **\$137,490.80** for the Second Amendment to Agreement).

SECTION 2

SECOND AMENDMENT TO MORENO VALLEY MALL LEASE AGREEMENT

2.1 Except as otherwise specifically provided in this Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

SIGNATURE PAGE TO FOLLOW

Attachment: Second Amend_Moreno Valley Mall Lease_CA approvedpdf (6401 : APPROVAL OF SECOND AMEND MORENO VALLEY MALL

SECOND AMENDMENT TO MORENO VALLEY MALL LEASE AGREEMENT

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

City of Moreno Valley

2250 Town Circle Holdings, LLC

By: _____

By: _____

Mike Lee

Executive Director/City Manager

Title: _____

(President of Vice President)

Date: _____

Date: _____

INTERNAL USE ONLY

APPROVED AS TO FORM:

Steven Quintanilla

City Attorney

09/20/2023

Date

By: _____

Title: _____

(Corporate Secretary)

Date: _____

RECOMMENDED FOR APPROVAL:

Department Head

Date

Attachment: Second Amend_Moreno Valley Mall Lease_CA approvedpdf (6401 : APPROVAL OF SECOND AMEND MORENO VALLEY MALL

SECOND AMENDMENT TO MORENO VALLEY MALL LEASE AGREEMENT

Attachments: Exhibit A – Second Amendment

MORENO VALLEY MALL

September 1, 2023

Jeanine Heynen
Management Aide
Parks & Community Services
City of Moreno Valley
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805

Dear Jeanine,

This letter will serve as confirmation of the renewal terms for the Moreno Valley Library located at the Moreno Valley Mall.

The Landlord agrees to extend the Lease Term at the existing terms and conditions for the Option Period from November 1, 2023 through June 20, 2025.

If you should have any questions or concerns, please contact me.

Sincerely,



Chelsey Ritchie
Executive Legal Secretary



Report to City Council

TO: Mayor and City Council

FROM: Melissa Walker, Public Works Director/City Engineer

AGENDA DATE: October 3, 2023

TITLE: PEN21-0136 (TR 38123) – ACCEPT DEVELOPMENT IMPACT FEE (DIF) IMPROVEMENT CREDIT AGREEMENT #D23-003 FOR SKYLAR/WINDSONG RESIDENTIAL DEVELOPMENT LOCATED AT THE NORTHEAST CORNER OF ALESSANDRO BOULEVARD AND LASSELLE STREET. DEVELOPER: D.R. HORTON, LOS ANGELES HOLDING COMPANY, INC.

RECOMMENDED ACTION

Recommendations:

1. Accept and approve the Development Impact Fees Improvement Credit Agreement #D23-003 (DIF Agreement) for PEN21-0136 improvements; and
2. Authorize the City Manager to execute the DIF Agreement.

SUMMARY

This report recommends approval of a DIF Agreement for PEN21-0136 (TR 38123) with D.R. Horton, Los Angeles Holding Company, Inc. The developer of Tract 38123 is required to construct the arterial streets, Alessandro Boulevard and Lasselle Street, that are designated DIF streets in the City's DIF Nexus Study as well as modify the traffic signal located at the intersection of Alessandro Boulevard and Lasselle Street. The developer's maximum credit amount is based on the least of the following: DIF Nexus Study Costs, the Engineer's Cost Estimate, and the DIF Fee Obligation.

DISCUSSION

The Developer is approved to construct 177 single-family residential units on approximately 35 acres located at the northeast corner of Alessandro Boulevard and Lasselle Street (See Attachment 1). The City's Municipal Code, Chapter 3.38,

“Residential Development Impact Fees” requires the Developer to pay DIF. The DIF covers the Developer’s fair share of the costs to construct improvements that help mitigate the traffic impacts and burdens generated by the project on the City’s network of arterial streets and traffic signals.

As part of the project conditions of approval, the Developer will be constructing required DIF-related public improvements. Section 3.38.150 of the City’s Municipal Code allows the Developer to receive a credit for qualifying public improvements made to the designated arterial street(s) and traffic signal(s). Alessandro Boulevard and Lasselle Street are designated streets in the City’s DIF Nexus Study. The intersection of Alessandro Boulevard and Lasselle Street is a designated DIF traffic signal location in the City’s DIF Nexus Study. There is currently an existing traffic signal located at the intersection, and the developer will be modifying the signal. The developer of project PEN21-0136 is required to construct public improvements for both the street and traffic signal.

The Developer is eligible to receive DIF Credit for specific improvements identified in the DIF Nexus Study. Qualifying DIF improvement costs include roadway excavation, imported borrow, clearing and grubbing, water supply development, subgrade preparation, asphalt concrete, aggregate base, curb and gutter, sidewalk, drainage and low impact development improvements, water quality and erosion control, environmental mitigation, street light, striping, pavement markings and markers, signage, concrete, construction mobilization, construction traffic control, right of way, utility relocation, and traffic signal related improvements.

Per the DIF Agreement, the initial credit is the least of the DIF Nexus Study Costs, Engineer’s Cost Estimate, and DIF Fee Obligation. Refer to Exhibit “C” – DIF Credit Calculation Table of the DIF Agreement (See Attachment 2). The maximum DIF Credit for this project is \$625,474 for the Arterial Street component and \$10,000 for the Traffic Signal component of the DIF.

ALTERNATIVES

1. Approve and accept the recommended actions as presented in this staff report. Staff recommends this alternative to help achieve the construction goals as identified within the DIF Nexus Study.
2. Do not approve and do not accept the recommended actions as presented in this staff report. Staff does not recommend this alternative as it would result in not achieving the construction goals as identified within the DIF Nexus Study.

FISCAL IMPACT

There is no fiscal impact.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Jordan Koga
Storm Water Program Consultant

Department Head Approval:
Melissa Walker, P.E.
Public Works Director/City Engineer

Concurred By:
Clement Jimenez, P.E.
Principal Engineer

Concurred By:
Harold Zamora, P.E.
Engineering Division Manager/Assistant City Engineer

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 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

To view large attachments, please click your “bookmarks” side of this document for the necessary attachment.



on the left hand

- 1. Vicinity Map - PEN21-0136 (TR 38123)
- 2. DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123)

APPROVALS

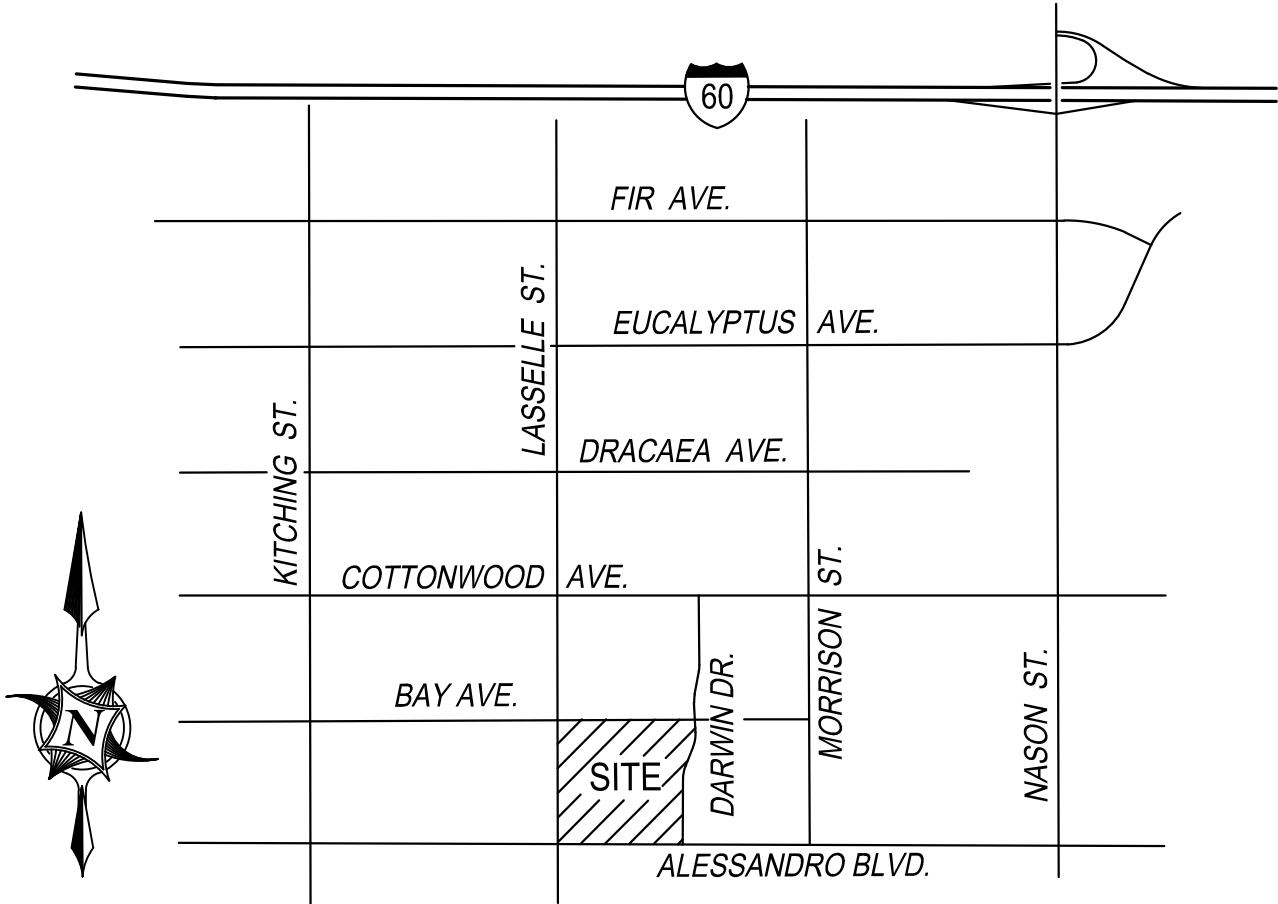
Budget Officer Approval	<u>✓ Approved</u>
City Attorney Approval	<u>✓ Approved</u>

9/25/23 2:39 PM

City Manager Approval

✓ Approved

9/25/23 3:35 PM



S. 1/2 SECTION 9, T. 3 S., R. 3 W
VICINITY MAP
 SCALE: 1"=2000'

CITY OF MORENO VALLEY
 PUBLIC WORKS DEPARTMENT-LAND DEVELOPMENT

PEN21-0136 (TR 38123)
FINAL MAP

Attachment: Vicinity Map - PEN21-0136 (TR 38123) (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT IMPACT FEE (DIF)

**DEVELOPMENT IMPACT FEES
IMPROVEMENT CREDIT AGREEMENT
NUMBER D23-003
PEN21-0136 (TR 38123)**

This Development Impact Fees Improvement Credit Agreement is made and entered into as of the date the City signs this Agreement, by and between the City of Moreno Valley, a municipal corporation, hereinafter referred to as "City" and the undersigned Developer, hereinafter referred to as "Developer."

RECITALS

WHEREAS, Developer and City have entered into two (2) Agreements for Public Improvements (attached hereto as Exhibit "A"), dated June 7, 2023 and June 29, 2023, which Agreement for Public Improvements sets forth all obligations of the Developer for Public Improvements that are a condition of approval for the above-titled development (hereinafter referred to as the "Project"), some of which may be eligible for Development Impact Fees (hereinafter referred to as "DIF") Credit under this Agreement; and

WHEREAS, the City of Moreno Valley Municipal Code Chapter 3.38 "Residential Development Impact Fees" and Chapter 3.42 "Commercial and Industrial Development Impact Fees" requires Developer to pay the DIF for projects identified in the most recently adopted DIF study (hereinafter referred to as "DIF Obligation") which covers the Project's fair share of the costs to construct improvements that help mitigate the impacts

and burdens on the City's local systems generated by the Project and that are necessary to provide City services and protect the safety, health, and welfare of residential and non-residential users; and

WHEREAS, certain improvements set forth in the Agreement for Public Improvements are also identified in the City's DIF Program as improvements that are to be funded from DIF, which identified improvements are set forth in Exhibit B attached hereto and hereby incorporated by reference and are hereinafter referred to as the DIF Improvements; and

WHEREAS, if the City or some other third party constructs the DIF improvements set forth in the Agreement for Public Improvements prior to Developer, then this Improvement Credit Agreement shall become null and void and the Developer shall be required to pay the full DIF Obligation of the Project; and

WHEREAS, the City and Developer now desire to enter into this Improvement Credit Agreement to provide a means by which the Developer may receive a Credit for required DIF improvements actually constructed by the Developer for the subject Project subject to the terms and limitations set forth in this Agreement.

NOW, THEREFORE, for the purposes set forth herein, and for good and valuable consideration, the adequacy of which is hereby acknowledged, Developer and City hereby agree as follows:

1.0 General Provisions.

1.1 Incorporation of Recitals. The Parties hereby affirm the facts and provisions set forth in the above Recitals and agree to their incorporation herein as though set forth in full.

1.2 Incorporation of the Agreement for Public Improvements. The Parties hereby affirm the terms, conditions and requirements set forth in the Agreement for Public Improvements (Exhibit "A") and agree to their incorporation herein as though set forth in full.

2.0 DIF Obligation.

2.1 Developer's DIF Obligation. Developer hereby agrees and accepts that, as of _____, the Developer is obligated to pay DIF for the Project to City in the amount of Three Million, Five Hundred Eighty-Three Thousand, Six Hundred Fifty-Three Dollars (\$3,583,653) (hereinbefore and hereinafter referred to as the "DIF Obligation") of which \$625,474 is for the Arterial Street component of the DIF Obligation and \$132,396 is for the Traffic Signal component of the DIF Obligation.

2.2 Effect of Agreement. Notwithstanding anything in this Agreement, Developer acknowledges that the DIF Obligation is established by the provisions of the City of Moreno Valley Municipal Code Chapter 3.38 "Residential Development Impact Fees," or Chapter 3.42 "Commercial and Industrial Development Impact Fees," and that

this Agreement does not alter, limit, increase or reduce the obligations under those code sections nor prevent City from adjusting or correcting the DIF Obligation amount to conform to the requirements of the Municipal Code.

3.0 DIF Credit Limitations.

3.1 Calculation of DIF Credit. Pursuant to City of Moreno Valley Municipal Code Sections 3.38.150 "Credit for Improvements Provided by Developers" (residential), or 3.42.110 "Credit for Improvements Provided by Developers" (commercial and industrial), and in accordance with the City's Development Impact Fee Credit and Reimbursement Policy, as adopted by the City Council on August 26, 2008, (the "Credit and Reimbursement Policy") and in consideration of Developer's obligations under the Conditions of Approval for the Project and the Agreement for Public Improvements to construct the DIF improvements, the maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be as defined in Sections 4.0 of this Agreement and the Credit and Reimbursement Policy.

3.2 Effect of Agreement. Notwithstanding the foregoing, Developer acknowledges that the amounts of DIF Credits are established by the provisions of the City of Moreno Valley Municipal Code and the DIF Credit and Reimbursement Policy and this Agreement shall not prevent City from adjusting or correcting the DIF Credit amounts set forth in this Agreement to conform to the requirements of the Municipal Code and the Credit and Reimbursement policy.

4.0 DIF Credit

4.1 Maximum DIF Credit. City shall apply DIF Credit to offset, in whole or in part, the Project's DIF Obligation. The maximum amount of DIF Credit that shall be applied by City to offset the DIF Obligation shall be equal to the least of: (A) the City Engineer's Estimate of the actual cost of the DIF Improvements (hereinafter collectively referred to as "Engineer's Estimate"), or (B) project costs as identified in the DIF study in effect at the time of the issuance of a building permit, or (C) the actual DIF Obligation. In no event shall a DIF Credit exceed the actual DIF Obligation.

4.2 DIF Credit Offset to DIF Obligation. The DIF Credit shall be applied at the time DIF obligation is due and payable. If the project is to be developed by phases, by specific units, or by specific buildings, DIF Credit shall be applied according to a Public Improvements Phasing Schedule approved by the City and attached and incorporated to this agreement.

4.3 Submittal Timeframe. The Developer shall submit to the City Engineer any and all documentation the Developer deems relevant in substantiating the claim for DIF Credit for the DIF Qualifying Improvements to be constructed by the Developer. Such documentation may include contracts, bids, estimates, or any other relevant documents pertaining to the actual cost of the Qualifying Improvements. The City Engineer shall take into consideration, but shall not be bound by, any such documentation submitted by the Developer in formulating the Engineer's Estimate. All such documentation shall be submitted by the Developer to the City Engineer no later

than ninety (90) calendar days prior to the date for payment of DIF for the project. The City Engineer will use his or her best efforts and professional judgment in formulating an Engineer's Estimate and shall endeavor to provide said estimate to the Developer in writing within sixty (60) calendar days after submittal of the last document submitted by the Developer.

4.4 DIF Credit Calculation (*completed by City*).

As of the date hereof, the amount of DIF Credit for which Developer is potentially eligible is set forth in Exhibit C "DIF Credit Calculation Table" attached hereto and hereby incorporated by reference.

4.5 Reconciliation - Final DIF Credit. If the dollar amount of the actual DIF Credit is less than the amount of the actual unpaid DIF Obligation (hereinafter referred to as "DIF Balance"), the City shall notify the Developer in writing of the amount of the DIF Balance and Developer shall pay the DIF Balance to fully satisfy the DIF Obligation at the time DIF payments are due. If the dollar amount of the actual DIF Credit exceeds the amount of the actual DIF Obligation, Developer will be deemed to have fully satisfied the DIF Obligation. If the Developer has actually paid DIF and completed DIF Improvements, but has not received full DIF Credit for which the Developer would have been otherwise eligible under the DIF Credit and Reimbursement Policy, the Developer may be eligible for a Reimbursement Agreement, to the extent applicable, as provided in a separate Development Impact Fees Improvement Reimbursement Agreement.

4.6 Credit Transfer for Unfunded DIF Reimbursement Eligibility.

To the extent that Developer has Reimbursement Eligibility Amounts which are both unpaid and unfunded by the City and which have not expired under the ten (10) year limitation set forth in the Development Impact Fee Credit and Reimbursement Policy No. 3.24, Section F – Time Limitation, Developer may apply to receive partial or full DIF Credits for the same component of DIF on another development project within the City owned or controlled by that Developer and which has received all necessary approvals, on a dollar for dollar basis. Written application shall be made to the City and Developer shall provide any and all documentation and other information the City may reasonably request. The City shall not unreasonably withhold approval of such a Credit Transfer.

5.0 No Interest. Developer shall not be entitled to any interest, or any other cost or time value adjustment, for DIF paid to the City whether or not subsequently credited under Section 4.6 or reimbursed.

6.0 Term of Agreement. For purposes of Reimbursement Eligibility and Credit Transfer, this Agreement shall remain in effect for a period not to exceed ten (10) years from the date of execution by the City.

7.0 General.

7.1 Assignment. Except as specifically set forth in this Agreement, this Agreement shall not be assigned by any Party without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld. All

assignees and successors in interest shall assume and become obligated to perform all obligations and be entitled to all benefits of the original Party.

7.2 Amendment. This Agreement may only be amended in writing signed by the Parties.

7.3 Law, Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of California. Venue and Jurisdiction of all matters arising out, pertaining to, or in any way related to this Agreement shall be vested in the Superior Court of the State of California, in and for the County of Riverside, California.

7.4 Notices. Any notices to be given pursuant to this Agreement shall be in writing and delivered by First Class Mail addressed to the Parties as follows:

City: City Engineer
City of Moreno Valley
Post Office Box 88005
Moreno Valley, California 92552-0805

Developer: D.R. Horton
2280 Wardlow Circle, Suite 100
Corona, CA 92878

7.5 Entire Agreement. This Agreement is the final, complete and exclusive statement of the Agreement of the Parties with respect to the subject matter hereof and supersedes and replaces any prior oral or written agreements between the Parties addressing the same subject matter.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the Parties hereto have caused their authorized representatives to execute this Agreement.

CITY OF MORENO VALLEY,
a California municipal corporation

D.R. Horton
(Name of Developer)
a California Corporation
(legal capacity of Developer)

By: _____

Mike Lee, City Manager

Its: _____

Date: _____

By: John Sullivan

Its: Assistant Secretary

Date: 8/29/23

APPROVED AS TO FORM:

City Attorney

By: _____

Date: _____

Its: _____

Date: _____

SIGNING INSTRUCTION TO THE DEVELOPER:

All signatures on the Contract Agreement on behalf of the Developer must be acknowledged before a notary public. In the event that the Developer is a corporation, the president or vice-president plus the secretary of/or an assistant secretary of the corporation must sign. Corporate seal may be affixed hereto.

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

ACKNOWLEDGMENT

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

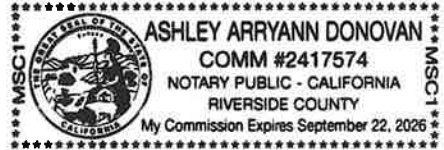
State of California
County of Riverside

On 9/1/2023 before me, Ashley Arryann Donovan Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Ashley Arryann Donovan (Seal)

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

**DEVELOPMENT IMPACT FEES
IMPROVEMENT CREDIT AGREEMENT, NO. D23-003
PEN21-0136 (TR 38123)**

EXHIBIT "A"

**PUBLIC IMPROVEMENT AGREEMENT
WITH BONDS**

(ATTACHED BEHIND THIS PAGE)

EXHIBIT "A"

Revised 092508

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

2023-71

**AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. PEN21-0136 (TR 38123)**

This Agreement made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and DR Horton, Los Angeles Holding Company, Inc., herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as PEN21-0136 (TR 38123) agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within TWENTY-FOUR (24) months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one-year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land, which will permit the improvements to be made, and the Developer waives the 120-day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of TEN MILLION SIX HUNDRED TWELVE THOUSAND AND NO/100 Dollars (***\$10,612,000.00***). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of FIVE MILLION THREE HUNDRED SIX THOUSAND AND NO/100 Dollars (***\$5,306,000.00***). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one-year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Upon entering the warranty period, the City shall retain ten percent of the original faithful performance security. Developer reserves the right to substitute the form of security, in accordance with the Moreno Valley Municipal Code, at any time during the term of this agreement, subject to approval of the City Engineer and City Attorney.

SECOND: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said bonds.

**AGREEMENT FOR PROJECT NO. PEN21-0136 (TR 38123)
PUBLIC IMPROVEMENTS**

Page 2 of 4

Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at any time during the term of this agreement, subject to approval by the City Engineer and City Attorney.

THIRD: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

FOURTH: To the furthest extent allowed by law, including California Civil Code Section 2782, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees and agents from any and all claims, losses, liabilities, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and/or property damage) incurred by City or any other Person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the performance of this Agreement, including but not limited to the alleged acts or omissions of any contractor, subcontractor, employee or agent acting on behalf of Developer or the design of any improvements to be constructed pursuant to this Agreement or the use of any patent or patented article in the performance of this Agreement.

Developer's obligations to indemnify and hold City harmless shall apply in all instances except those claims caused by the active negligence, sole negligence, or willful misconduct of City or any of its officers, officials, employees or agents. Developer's obligations to defend the City and provide a legal defense (including the retention of attorneys acceptable to City and all legal costs and expenses) shall apply in all instances, except those claims arising out of the sole negligence or the willful misconduct of City or any of its officers, officials, employees or agents.

If Developer retains any contractors to perform any of the Work to be performed under this Agreement, Developer shall require its contractors to indemnify, hold harmless and defend City and each of its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.

Developer's obligations under this section shall survive the completion of any work to be performed by Developer, the City's inspection and/or acceptance of any work performed by Developer, as well as the termination or expiration of this Agreement.

Developer's or Developer's contractors' provision of insurance, as required below, does not terminate, alter, limit or satisfy Developer's defense and indemnity obligations provided for herein.

FIFTH: Developer and Developer's contractors shall not commence work under this Agreement until Developer and all its contractors have obtained all insurance required under the Encroachment Permit Application.

If Developer retains any contractors to perform any of the Work under this Agreement, Developer shall require each contractor to provide insurance protection in favor of City, its officers, officials, employees and agents in accordance with the terms of the Agreement. Any contractor performing work on behalf of Developer shall likewise be required to name City, its officers, officials, employees and agents as additional insureds. Developer shall be responsible for obtaining all necessary certificates of insurance and endorsements from its contractors and submitting the same to the City before the commencement of any work.

At any time during the term of this Agreement, upon request of City, Developer shall immediately furnish City with complete copies of any insurance policy required of any of its contractors under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy.

**AGREEMENT FOR PROJECT NO. PEN21-0136 (TR 38123)
PUBLIC IMPROVEMENTS**

Page 3 of 4

If at any time Developer is informed or made aware that any of its contractors have failed to obtain and/or maintain any insurance coverage or policy required under this Agreement, Developer shall cause all work being performed by the respective contractor to immediately stop and be discontinued until notice is provided to City by Developer that the required insurance has been obtained or restored to full force and effect and City determines that the premiums for the required or restored insurance has been paid for a period satisfactory to City.

Any insurance required of and provided by the Developer's contractors performing any Work under this Agreement shall not terminate, alter, limit or satisfy Developer's insurance requirements and defense and indemnity obligations set forth in this Agreement. Developer's duty to defend and indemnify City shall apply to all claims and liabilities, regardless of whether any of Developer's contractors' or subcontractors' insurance policies are applicable.

Developer shall be responsible for ensuring that its contractors comply with the provisions set forth in this paragraph. Any failure by Developer to comply with the provisions set forth herein shall be considered a material breach of the Agreement.

SIXTH The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

SEVENTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

EIGHTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

NINTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including

**AGREEMENT FOR PROJECT NO. PEN21-0136 (TR 38123)
PUBLIC IMPROVEMENTS**

any extensions of time as may be granted therein.

ELEVENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

TWELFTH: In the event legal action is required to enforce the terms of the Agreement, the prevailing party shall be entitled to recover attorney's fees and costs, including expert fees.

THIRTEENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick Street
Moreno Valley, CA 92552-0805

Developer:
DR Horton, Los Angeles Holding Company, Inc.
2280 Wardlow Circle, Suite 100
Corona, CA 92878

IN WITNESS WHEREOF Developer has affixed his name and address.

Date approved by the City: 5/16/23

DR HORTON, LOS ANGELES HOLDING COMPANY, INC.:
Developer

By: *Vicki Bullion*
Signature
Vicki Bullion
Print/Type Name
Assistant Secretary
Title

By: *Todd Funk*
Signature
Todd Funk
Print/Type Name
Vice President
Title

**ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY**

By: *Jane Holstead*
City Clerk

CITY OF MORENO VALLEY

By: *Melissa Walker*
City Engineer 5/16/23

(SEAL)



**APPROVED AS TO FORM:
CITY ATTORNEY**

Date: 5-15-2023

By: *[Signature]*
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

ACKNOWLEDGMENT

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

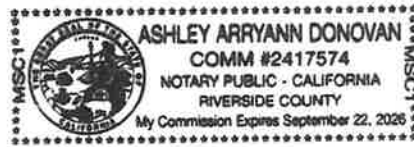
State of California
County of Riverside

On 5/5/2023 before me, Ashley Arryann Donovan, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Ashley Arryann Donovan (Seal)

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

Approved JK
4/17/23

CITY OF MORENO VALLEY
LAND DEVELOPMENT DIVISION

PROJECT: PEN21-0136, LCO21-0079 MAP / LOT: TRACT 38123 DATE: 3/30/2023

<u>IMPROVEMENT TYPE</u>		<u>SUBTOTALS</u>
STREET WORK / PAVEMENT	(Sheet 2 of 10)	\$3,086,000
OFF-SITE STREET WORK	(Sheet 3 of 10)	\$2,261,000
BONDABLE WORK ONLY	(Sheet 4 of 10)	\$0
MONUMENTS	(Sheet 4 of 10)	\$0
SPECIAL DISTRICTS	(Sheet 4 of 10)	\$241,000
MORENO VALLEY UTILITIES	(Sheet 4 of 10)	\$0
TRANSPORTATION IMPROVEMENTS	(Sheet 5 of 10)	\$63,000
TRAFFIC SIGNAL IMPROVEMENTS	(Sheet 5 of 10)	\$189,000
STORM DRAIN IMPROVEMENTS (City Maintained)	(Sheet 6-7 of 10)	\$1,261,000
STORM DRAIN IMPROVEMENTS (RCFC Maintained)	(Sheet 8 of 10)	\$0
PUBLIC SEWER IMPROVEMENTS	(Sheet 9 of 10)	\$538,000
PUBLIC WATER IMPROVEMENTS	(Sheet 10 of 10)	\$1,204,000
TOTAL COST (VALUE) OF IMPROVEMENTS =		\$8,843,000
+20% CONTINGENCY =		\$1,768,600
GRAND TOTAL =		\$10,611,600

FAITHFUL PERFORMANCE SECURITY AMOUNT = \$10,612,000

LABOR & MATERIAL SECURITY AMOUNT = \$5,306,000

* The cost for securing payment of Labor and Materials is fifty (50) percent of the total cost estimate of the improvements.

ENGINEER OF RECORD STATEMENT OF ESTIMATE WORKSHEET

The construction items and their quantities as shown on the attached worksheet are accurate for the construction of the improvements required or implied to fulfill the Conditions of Approval for this project. The mathematical extensions, using the City of Moreno Valley's Unit Prices, are accurate for determining Bond Amounts and Fees.



Jimmy C. Chen, PE

SP2 & Co.

Prepared By

March 30, 2023

Date Prepared

* * PLEASE READ INSTRUCTIONS BELOW * * *

- Bond Amounts are shown to the nearest \$1,000.00 (Rounded Up)
- Quantities to be taken from and match the plans but are not intended to determine method of construction.
- For construction items not covered by this worksheet, the Engineer of Record is to provide his opinion of construction cost and use that unit cost. If City of Moreno Valley Unit Prices are determined to be too low in the opinion of the Engineer of Record, the higher cost as provided by the Engineer of Record should be used.

EXHIBIT "A"
PUBLIC IMPROVEMENTS ONLY

Approved SK 4/17/23

PROJECT: PEN21-0136, LCO21-0079

MAP/LOT: TRACT 38123

DATE: 3/30/2023

STREET WORK / PAVEMENT

TYPE	QTY	UNIT	UNIT PRICE	TOTAL COST
Enter the pavement section per individual street or grouped by classification				
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II	0.67	Thickness (ft.)		
Divided Major Arterial	98,070.00	S.F.	\$60.00	\$ 285,780
Asphalt Concrete (A.C.)	1.38	Thickness (ft.)	\$90.00	\$ 179,840
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap		1,208 Ton	\$110.00	\$ 132,880
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II	0.46	Thickness (ft.)		
Arterial	65,960.00	S.F.	\$60.00	\$ 131,460
Asphalt Concrete (A.C.)	0.54	Thickness (ft.)	\$90.00	\$ 233,190
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap		812 Ton	\$110.00	\$ 89,320
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II	0.33	Thickness (ft.)		
Local Street	220,190.00	S.F.	\$60.00	\$ 316,080
Asphalt Concrete (A.C.)	0.50	Thickness (ft.)	\$90.00	\$ 718,290
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap		2,713 Ton	\$110.00	\$ 298,430
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0 Ton	\$60.00
Asphalt Concrete (A.C.)		Thickness (ft.)	0 Ton	\$90.00
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap		0 Ton	\$110.00	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0 Ton	\$60.00
Asphalt Concrete (A.C.)		Thickness (ft.)	0 Ton	\$90.00
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap		0 Ton	\$110.00	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0 Ton	\$60.00
Asphalt Concrete (A.C.)		Thickness (ft.)	0 Ton	\$90.00
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap		0 Ton	\$110.00	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0 Ton	\$60.00
Asphalt Concrete (A.C.)		Thickness (ft.)	0 Ton	\$90.00
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap		0 Ton	\$110.00	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0 Ton	\$60.00
Asphalt Concrete (A.C.)		Thickness (ft.)	0 Ton	\$90.00
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap		0 Ton	\$110.00	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0 Ton	\$60.00
Asphalt Concrete (A.C.)		Thickness (ft.)	0 Ton	\$90.00
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap		0 Ton	\$110.00	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0 Ton	\$60.00
Asphalt Concrete (A.C.)		Thickness (ft.)	0 Ton	\$90.00
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap		0 Ton	\$110.00	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0 Ton	\$60.00
Asphalt Concrete (A.C.)		Thickness (ft.)	0 Ton	\$90.00
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap		0 Ton	\$110.00	\$ -

SUBTOTAL = \$ 3,085,270

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

EXHIBIT "A"
PUBLIC IMPROVEMENTS ONLY

Approved JK 4/17/23

PROJECT: PEN21-0136, LCO21-0079

MAP/LOT: TRACT 38123

DATE: 3/30/2023

TRANSPORTATION IMPROVEMENTS

TYPE	QTY	UNIT	UNIT PRICE	TOTAL COST
Plan checked by Transportation / Inspected by Land Development				
Striping - per MVLT-430 thru 440 Series				
6" Painted Broken Stripes	3,420	L. F.	\$1.10	\$ 3,762.00
6" Painted Double Solid Stripes	5,223	L. F.	\$1.10	\$ 5,745.30
6" Painted Solid Stripes	2,975	L. F.	\$1.10	\$ 3,272.50
6" Painted Bike Lane Stripes	2,540	L. F.	\$1.10	\$ 2,794.00
8" Painted Solid Stripes	3,500	L. F.	\$1.25	\$ 6,875.00
12" Painted Solid Stripes	1,055	L. F.	\$3.00	\$ 3,165.00
Painted Curb Markings (2 coat)		L. F.	\$2.25	\$ -
Painted One-Way (No Passing)		L. F.	\$1.00	\$ -
Painted Two-Way Left-Turn Lane		L. F.	\$1.00	\$ -
Painted Pavement Markings		S. F.	\$2.50	\$ -
Remove Painted Striping & Pavement Markings		S. F.	\$3.00	\$ -
4" Thermoplastic Traffic Stripes		S. F.	\$4.00	\$ -
6" Thermoplastic Traffic Stripes		S. F.	\$4.00	\$ -
8" Thermoplastic Channelizing Line		S. F.	\$4.00	\$ -
12" Thermoplastic Crosswalk / Limit Line		S. F.	\$4.00	\$ -
Thermoplastic Pavement Markings	1,260	S. F.	\$4.00	\$ 5,040.00
Remove Thermoplastic Striping & Pavement Markings	450	S. F.	\$5.00	\$ 2,250.00
Reflective Pavement Markers (RPM's)		E A	\$4.00	\$ -
Remove Reflective Pavement Markers (RPM's)		E A	\$3.00	\$ -
Delineator - Class 1 / Type F (per MVLT-418 Series)		E A	\$50.00	\$ -
Delineator - Class 2 (per MVLT-418 Series)		E A	\$75.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
Signs - per MVLT-410 thru 414 Series				
Street Name Sign w/ Post	15	E A	\$275.00	\$ 4,125.00
Stop Sign w/ Post	10	E A	\$300.00	\$ 3,000.00
Sign w/ One Post	50	E A	\$300.00	\$ 15,000.00
Sign w/ Two Post		E A	\$400.00	\$ -
Sign (Strap & Saddle Bracket Method)		E A	\$200.00	\$ -
Sign (Mast Arm Hanger Method)		E A	\$550.00	\$ -
Street Sweeping Sign	26	E A	\$200.00	\$ 5,200.00
Channelizer		E A	\$100.00	\$ -
Object Markers - Type "L" / Type "N" (per MVLT-417)		E A	\$100.00	\$ -
Remove Roadside Sign	7	E A	\$100.00	\$ 700.00
Relocate Roadside Sign	6	E A	\$150.00	\$ 900.00
R2-1(25) Sign	2	E A	\$300.00	\$ 600.00
			\$0.00	\$ -
Miscellaneous				
Traffic Control (for local streets only)		Lump Sum	\$1,000.00	\$ -
Traffic Control (for collector streets only)		Lump Sum	\$5,000.00	\$ -
Traffic Control (for arterial streets only)		Lump Sum	\$28,000.00	\$ -
Metal Guardrail		E A	\$90.00	\$ -
Barricade		L. F.	\$100.00	\$ -
Remove Barricade		L. F.	\$25.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
SUBTOTAL =				\$ 62,428.80
Plan checked and Inspected by Transportation				
Signals				
New (includes communication conduit, controller, software, initial coordination)		E A	\$292,600.00	\$ -
Modification (per corner)	2	E A	\$73,150.00	\$ 146,300.00
Communication Conduit	1,345	L. F.	\$30.00	\$ 40,350.00
Fiber Optic Cable - 6 Strand Single Mode		L. F.	\$3.00	\$ -
Fiber Optic Cable - 12 Strand Single Mode		L. F.	\$3.00	\$ -
LED Speed Display Sign w/ Assembly		E A	\$9,500.00	\$ -
Pull Box (#5)		E A	\$500.00	\$ -
Pull Box (#6)	3	E A	\$750.00	\$ 2,250.00
Pull Box (#6E)		E A	\$1,000.00	\$ -
Signal Loops (6' Round Type E)		E A	\$900.00	\$ -
Signal Loops (6' Square Type E - w/ bike detection zone)		E A	\$900.00	\$ -
Adjust Pull Box to Grade		E A	\$800.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
TRAFFIC SIGNAL SUBTOTAL =				\$ 188,900.00

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

EXHIBIT "A"
PUBLIC IMPROVEMENTS ONLY

Approved JK 4/17/23

PROJECT: PEN21-0136, LCO21-0079

MAP/LOT: TRACT 38123

DATE: 3/30/2023

STORM DRAIN IMPROVEMENTS [City Maintained]

TYPE	QTY	UNIT	UNIT PRICE	TOTAL COST
PIPES				
24" Reinforced Concrete (R.C.P.) Pipe	2,386	L. F.	\$160.00	\$ 381,760.00
30" Reinforced Concrete (R.C.P.) Pipe	1,346	L. F.	\$180.00	\$ 242,280.00
36" Reinforced Concrete (R.C.P.) Pipe	630	L. F.	\$190.00	\$ 119,700.00
39" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$200.00	\$ -
42" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$215.00	\$ -
48" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$248.00	\$ -
54" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$288.00	\$ -
60" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$378.00	\$ -
4" PVC Schedule 40		L. F.	\$25.00	\$ -
4" PVC Schedule 80		L. F.	\$30.00	\$ -
6" PVC Schedule 40		L. F.	\$30.00	\$ -
6" PVC Schedule 80		L. F.	\$35.00	\$ -
8" PVC Schedule 40		L. F.	\$40.00	\$ -
8" PVC Schedule 80		L. F.	\$50.00	\$ -
Reinforced Concrete Box (R.C.B.) - 8' x 10'		L. F.	\$1,200.00	\$ -
Reinforced Concrete Box (R.C.B.) - 8' x 12'		L. F.	\$1,400.00	\$ -
Reinforced Concrete Box (R.C.B.) - 4' x 3' (2)		L. F.	\$600.00	\$ -
Reinforced Concrete Box (R.C.B.) - 4' x 2' (3)		L. F.	\$461.00	\$ -
Remove Existing Pipe		L. F.	\$50.00	\$ -
18" Reinforced Concrete (R.C.P.) Pipe	360	L.F.	\$140.00	\$ 50,400.00
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
MANHOLES				
Manhole No. 1 [per MVFE-320 321 Series - pipes 33" or smaller]	8	EA	\$5,300.00	\$ 42,400.00
Manhole No. 2 [per MVFE-320 321 Series - pipes 36" or larger]		EA	\$6,700.00	\$ -
Manhole No. 3 [per MVFE-320 321 Series - all R.C.B.'s]		EA	\$5,300.00	\$ -
Manhole No. 4 [per MVFE-320 321 Series - pipes 36" or larger w/ side inlet]	1	EA	\$6,700.00	\$ 6,700.00
Manhole Shaft [per MVFE-320C]		EA	\$6,000.00	\$ -
Adjust Manhole (MH) to Grade		EA	\$600.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
BASINS				
Catch Basin - Grated		EA	\$6,000.00	\$ -
Catch Basin (7') [per MVFE-300 Series]	3	EA	\$5,500.00	\$ 16,500.00
Catch Basin (10') [per MVFE-300 Series]	6	EA	\$6,000.00	\$ 36,000.00
Catch Basin (14') [per MVFE-300 Series]	2	EA	\$8,000.00	\$ 16,000.00
Catch Basin (21') [per MVFE-300 Series]	2	EA	\$12,500.00	\$ 25,000.00
Catch Basin (28') [per MVFE-300 Series]		EA	\$16,000.00	\$ -
Local Depression [per MVFE-300A or APWA Std. 313]	14	EA	\$535.00	\$ 7,490.00
Grated Basin - 18" x 18"		EA	\$2,100.00	\$ -
Grated Basin - 24" x 24"		EA	\$2,500.00	\$ -
Grated Basin - 36" x 36"		EA	\$3,300.00	\$ -
Remove / Relocate Existing Catch Basin	1	EA	\$5,000.00	\$ 5,000.00
Catch Basin (4')	1	EA	\$5,000.00	\$ 5,000.00
MWS L-8-24-V	1	EA	\$32,000.00	\$ 32,000.00
MWS L-8-8-V	2	EA	\$28,000.00	\$ 56,000.00
MWS L-4-8-V	3	EA	\$22,000.00	\$ 66,000.00
			\$0.00	\$ -
			\$0.00	\$ -
DRAINS				
Concrete "V" Gutter		S. F.	\$25.00	\$ -
Curb Drain [per MVSI-152]		EA	\$500.00	\$ -
Down Drain		S. F.	\$12.00	\$ -
Parkway Culvert [per MVSI-150 Series]	6	EA	\$3,500.00	\$ 21,000.00
Sidewalk Outlet [per MVSI-151 Series]		EA	\$1,800.00	\$ -
Terrace Drain		S. F.	\$13.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

Approved JK 4/17/23

EXHIBIT "A"
PUBLIC IMPROVEMENTS ONLY

PROJECT: PEN21-0136, LCO21-0079 MAP/LOT: TRACT 38123 DATE: 3/30/2023

STORM DRAIN IMPROVEMENTS [RCFC Maintained]

T Y P E	QTY	UNIT	UNIT PRICE	TOTAL COST
PIPES				
39" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$200.00	\$ -
42" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$215.00	\$ -
48" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$248.00	\$ -
54" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$288.00	\$ -
60" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$378.00	\$ -
66" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$444.00	\$ -
72" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$501.00	\$ -
78" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$653.00	\$ -
84" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$722.00	\$ -
90" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$846.00	\$ -
96" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$886.00	\$ -
102" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$927.00	\$ -
108" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$979.00	\$ -
114" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$1,038.00	\$ -
Reinforced Concrete Box (R.C.B.) - 8' x 10'		L. F.	\$1,200.00	\$ -
Reinforced Concrete Box (R.C.B.) - 8' x 12'		L. F.	\$1,400.00	\$ -
Reinforced Concrete Box (R.C.B.) - 4' x 3' (2)		L. F.	\$600.00	\$ -
Reinforced Concrete Box (R.C.B.) - 4' x 2' (3)		L. F.	\$461.00	\$ -
Remove Existing Pipe		L. F.	\$50.00	\$ -
			\$0.00	\$ -
MANHOLES				
Manhole No. 1 [per RCFC Std. MH251 - for pipes 33" or smaller]		E A	\$7,850.00	\$ -
Manhole No. 2 [per RCFC Std. MH252 - for pipes 36" or larger]		E A	\$7,850.00	\$ -
Manhole No. 3 [per RCFC Std. MH253 - for all R.C.B.'s]		E A	\$5,300.00	\$ -
Manhole No. 4 [per RCFC Std. MH254 - for pipes 36" or larger w/ side inlet]		E A	\$7,850.00	\$ -
Adjust Manhole (MH) to Grade		E A	\$600.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
BASINS				
Catch Basin - Grated		E A	\$6,000.00	\$ -
Catch Basin (7') [per RCFC Std. CB-100]		E A	\$3,920.00	\$ -
Catch Basin (10') [per RCFC Std. CB-100]		E A	\$5,600.00	\$ -
Catch Basin (14') [per RCFC Std. CB-100]		E A	\$7,850.00	\$ -
Catch Basin (21') [per RCFC Std. CB-100]		E A	\$11,760.00	\$ -
Catch Basin (28') [per RCFC Std. CB-100]		E A	\$15,680.00	\$ -
Local Depression [per RCFC Std. LD201]		E A	\$535.00	\$ -
Remove / Relocate Existing Catch Basin		E A	\$5,000.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
DRAINS				
Concrete "V" Gutter		S. F.	\$25.00	\$ -
Down Drain		S. F.	\$12.00	\$ -
Terrace Drain		S. F.	\$13.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
STRUCTURES				
Transition Structure #1 [RCFC Std. TS301 - Single Pipe to Single Box]		E A	\$12,900.00	\$ -
Transition Structure #2 [RCFC Std. TS302 - Single Box to Single Box]		E A	\$12,900.00	\$ -
Transition Structure #3 [RCFC Std. TS303 - Pipe to Pipe w/ Pipe Junction]		E A	\$12,900.00	\$ -
Junction Structure #1 [RCFC Std. JS226 - 33" or larger Side Inlet to Box]		E A	\$4,800.00	\$ -
Junction Structure #2 [RCFC Std. JS227 - Side Inlet larger than 1/2 O.D. Pipe]		E A	\$4,800.00	\$ -
Junction Structure #3 [RCFC Std. JS228 - 30" or smaller Side Inlet to Box]		E A	\$4,800.00	\$ -
Junction Structure #4 [RCFC Std. JS229 - 24" or smaller Side Inlet to Pipe]		E A	\$4,800.00	\$ -
Junction Structure #6 / #7 [RCFC Std. JS231/232 - Side Inlet to Channel]		E A	\$4,800.00	\$ -
Type DX Inlet Structure [RCFC Std. CB-107 - Checkered Covered Plate]		E A	\$2,660.00	\$ -
Type X Inlet Structure [RCFC Std. CB-108 - Grate]		E A	\$2,660.00	\$ -
Concrete Drop Inlet Structure [per RCFC Std. CB-110]		E A	\$4,500.00	\$ -
Outlet Structure		E A	\$8,000.00	\$ -
Concrete Collar (greater than 36") [per RCFC Std. M803 - up to 66"]		E A	\$5,000.00	\$ -
Concrete Headwall		E A	\$7,000.00	\$ -
Concrete Bulkhead [per RCFC Std. M816]		E A	\$1,550.00	\$ -
Remove Existing Outlet / Headwall		E A	\$1,000.00	\$ -
Reinforced Concrete Structure		L. F.	\$530.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
MISCELLANEOUS				
Rip Rap		Ton	\$152.00	\$ -
Rip Rap (Grouted)		Ton	\$285.00	\$ -
Concrete Pipe Slope Anchor		E A	\$2,500.00	\$ -
Access Opening		E A	\$15,000.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
SUBTOTAL =				\$ -

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

Approved JIC 4/17/23

EXHIBIT "A"
PUBLIC IMPROVEMENTS ONLY

PROJECT: PEN21-0136, LCO21-0079 MAP/LOT: TRACT 38123 DATE: 3/30/2023

PUBLIC WATER IMPROVEMENTS

TYPE	QTY	UNIT	UNIT PRICE	TOTAL COST
PIPE				
CML&C CL150 - 8"		L. F.	\$50.00	\$ -
CML&C CL150 - 8" Drop		L. F.	\$130.00	\$ -
CML&C CL150 - 12"		L. F.	\$60.00	\$ -
CML&C CL150 - 12" Drop		L. F.	\$170.00	\$ -
CML&C CL150 - 16"		L. F.	\$105.00	\$ -
CML&C CL150 - 16" Drop		L. F.	\$185.00	\$ -
CML&C CL150 - 18"		L. F.	\$120.00	\$ -
CML&C CL150 - 18" Drop		L. F.	\$215.00	\$ -
CML&C CL150 - 20"		L. F.	\$135.00	\$ -
CML&C CL150 - 20" Drop		L. F.	\$240.00	\$ -
CML&C CL150 - 24"		L. F.	\$150.00	\$ -
CML&C CL150 - 24" Drop		L. F.	\$290.00	\$ -
Join at Existing - 8"	6	EA	\$2,000.00	\$ 12,000.00
Join at Existing - 12"		EA	\$2,500.00	\$ -
Join at Existing - 16"		EA	\$3,500.00	\$ -
Join at Existing - 18"		EA	\$4,000.00	\$ -
Join at Existing - 24"		EA	\$5,000.00	\$ -
PVC C-900 - 12"		L. F.	\$60.00	\$ -
PVC C-905 - 16"		L. F.	\$90.00	\$ -
PVC C-905 - 18"		L. F.	\$105.00	\$ -
PVC C-905 - 20"		L. F.	\$120.00	\$ -
PVC C-905 - 24"		L. F.	\$135.00	\$ -
FUSIBLE PVC-8" DR-14	5,628	L.F.	\$40.00	\$ 225,120.00
	60	L.F.	\$60.00	\$ 3,600.00
VALVES				
Adjust Water Valve to Grade		EA	\$400.00	\$ -
Air Vac Release - 1"	4	EA	\$2,600.00	\$ 10,400.00
Air Vac Release - 2"		EA	\$4,300.00	\$ -
Backflow Preventer - 3/4" to 2" (including Pad & Cover)		EA	\$4,300.00	\$ -
Backflow Preventer - 2-1/2" to 3" (including Pad & Cover)		EA	\$5,300.00	\$ -
Backflow Preventer - 4" to 10" (including Pad & Cover)		EA	\$6,450.00	\$ -
Blow Off Valve - 4"		EA	\$3,500.00	\$ -
Blow Off Valve - 6"	3	EA	\$4,000.00	\$ 12,000.00
Butterfly Valve - 8"		EA	\$1,000.00	\$ -
Butterfly Valve - 12"		EA	\$1,800.00	\$ -
Butterfly Valve - 16"		EA	\$2,700.00	\$ -
Butterfly Valve - 18"		EA	\$2,800.00	\$ -
Butterfly Valve - 20"		EA	\$4,200.00	\$ -
Butterfly Valve - 24"		EA	\$5,200.00	\$ -
Gate Valve - 8"	25	EA	\$1,700.00	\$ 42,500.00
Gate Valve - 12"		EA	\$3,000.00	\$ -
Gate Valve - 16"		EA	\$6,300.00	\$ -
Gate Valve - 18"		EA	\$14,000.00	\$ -
			\$0.00	\$ -
FIRE HYDRANTS				
6" Hydrant - Standard	22	EA	\$4,500.00	\$ 99,000.00
6" Hydrant - Super		EA	\$5,000.00	\$ -
HOT TAP CONNECTIONS				
8"		EA	\$5,000.00	\$ -
12"		EA	\$6,000.00	\$ -
Service Clamp - 1"	8	EA	\$2,000.00	\$ 16,000.00
Service Clamp - 1-1/2"		EA	\$2,300.00	\$ -
Service Clamp - 2"		EA	\$2,600.00	\$ -
Reconnect to exist. Waterline	11	EA	\$2,500.00	\$ 27,500.00
SERVICE CONNECTIONS				
1" Service	177	EA	\$1,000.00	\$ 177,000.00
1-1/2" Service	4	EA	\$1,600.00	\$ 6,400.00
2" Service		EA	\$2,500.00	\$ -
4" Service		EA	\$6,000.00	\$ -
FITTINGS				
Misc. Fittings - 8"	225	EA	\$250.00	\$ 56,250.00
Misc. Fittings - 12"		EA	\$750.00	\$ -
WATER METERS				
5/8" / 3/4"		EA	\$2,500.00	\$ -
1"	178	EA	\$2,500.00	\$ 445,000.00
1-1/2"	4	EA	\$2,500.00	\$ 10,000.00
2" (Multi-Jet)		EA	\$2,500.00	\$ -
2" (C2 - Compound)		EA	\$1,322.00	\$ -
2" (T2 / R2 - Turbine)		EA	\$1,322.00	\$ -
Adjust Water Meter Box to Grade		EA	\$375.00	\$ -
MISCELLANEOUS				
Concrete Cap - 8" / 12"		EA	\$55.00	\$ -
Thrust Block		C. Y.	\$150.00	\$ -
Trench Paving		S. F.	\$14.00	\$ -
Abandoned existing 8" ACP Waterline (Bay Ave)	670	LF	\$10.00	\$ 6,700.00
Pressure Regulators	179	EA	\$300.00	\$ 53,700.00
SUBTOTAL =				1,203,170.00

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 - PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

FAITHFUL PERFORMANCE BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.1)

Public Improvements \$10,612,000

Project No. PEN21-0136 (TR 38123)

Bond No. K41706156
(Faithful Performance Bond No. shall be different from Material & Labor Bond No.)

Premium \$21,224.00

Surety Federal Insurance Company

Principal DR Horton, Los Angeles Holding Company, Inc.

Address 202B Hall's Mill Road

Address 2280 Wardlow Circle, Suite 100

City/Zip Whitehouse Station, NJ 08889

City/Zip Corona, CA 92878

WHEREAS, the City of Moreno Valley, County of Riverside, State of California, and DR HORTON, LOS ANGELES HOLDING COMPANY, INC., (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to PEN21-0136 (TR 38123), which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and Federal Insurance Company, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of TEN MILLION SIX HUNDRED TWELVE THOUSAND AND NO/100 Dollars (**\$10,612,000.00**), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided on his or their part, to be kept and performed at the time and in the manner specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

FAITHFUL PERFORMANCE BOND
PROJECT NO. PEN21-0136 (TR 38123)

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Engineer will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on April 28, 2023.

NAME OF PRINCIPAL: DR HORTON, LOS ANGELES HOLDING COMPANY, INC.
Company Name

AUTHORIZED SIGNATURE(S): By [Signature] Assistant Secretary
Name Title

Print/Type Name: Vicki Gullion

[Signature] Vice President
Name Title

Print/Type Name: Todd Funk

NAME OF SURETY: Federal Insurance Company
Company Name



AUTHORIZED SIGNATURE: _____
Noah William Pierce ITS ATTORNEY

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: 5-15-2023

[Signature]
City Attorney
City of Moreno Valley

[https://movalgov.sharepoint.com/sites/LD/Shared Documents/MANAGEMENT ANALYST/Agreement Bond Packets/2023/PEN21-0136 \(TR 38123\) DR Horton/PEN21-0136 \(TR 38123\) - Faithful Performance Bond.docx](https://movalgov.sharepoint.com/sites/LD/Shared Documents/MANAGEMENT ANALYST/Agreement Bond Packets/2023/PEN21-0136 (TR 38123) DR Horton/PEN21-0136 (TR 38123) - Faithful Performance Bond.docx)

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) – ACCEPT DEVELOPMENT

ACKNOWLEDGMENT

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

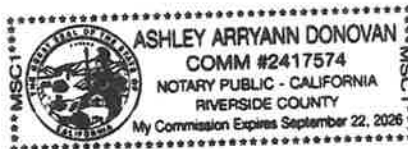
State of California
County of Riverside

On 5/5/2023 before me, Ashley Arryann Donovan, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Ashley Arryann Donovan (Seal)

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

STATE OF North Carolina

COUNTY OF Rowan to wit:

I, Bryan M Caneschi, a Notary Public in and for the State and County aforesaid, do hereby certify that Noah William Pierce, whose name is signed to the foregoing instrument this day personally, appeared before me in my said State and County aforesaid and acknowledged the same.

Given under my hand this 28th day of April, 2023.

Notary Seal



Notary Public

My commission expires on the 4th day of April, 2027.

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Bryan M. Caneschi, Noah William Pierce, Catherine Thompson, Amy R. Waugh and Jynell Marie Whitehead of Charlotte, North Carolina; Rebecca E. Cano and Bradley D. Lorenzetti of Columbia, South Carolina -----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of March, 2023.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

55

On this 1st day of March 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested.

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect.
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 28th day of April, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

MATERIAL AND LABOR BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.2)

Public Improvements \$5,306,000

Project No. PEN21-0136 (TR 38123)

Bond No. K41706168
(Material & Labor Bond No. shall be different from Faithful Performance Bond No.)

Premium \$10,612.00

Surety Federal Insurance Company

Principal DR Horton, Los Angeles Holding Company, Inc.

Address 202B Hall's Mill Road

Address 2280 Wardlow Circle, Suite 100

City/Zip Whitehouse Station, NJ 08889

City/Zip Corona, CA 92878

WHEREAS, the City of Moreno Valley, County of Riverside, State of California, and DR HORTON, LOS ANGELES HOLDING COMPANY, INC., (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to PEN21-0136 (TR 38123), which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of FIVE MILLION THREE HUNDRED SIX THOUSAND AND NO/100 Dollars (**\$5,306,000.00**), lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

MATERIAL AND LABOR BOND
PROJECT NO. PEN21-0136 (TR 38123)

(Page 2 of 2)

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on April 28, 2023.

NAME OF PRINCIPAL: DR HORTON, LOS ANGELES HOLDING COMPANY, INC.
Company Name

AUTHORIZED SIGNATURE(S): By *Vicki Gullion* Assistant Secretary
Name Title

Print/Type Name: Vicki Gullion
Todd Funk Vice President
Name Title

Print/Type Name: Todd Funk

NAME OF SURETY: Federal Insurance Company
Company Name

AUTHORIZED SIGNATURE: *Noah William Pierce*
Noah William Pierce



ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: 5-15-2023

[Signature]
City Attorney
City of Moreno Valley

[https://movalgov.sharepoint.com/sites/LD/Shared Documents/MANAGEMENT ANALYST/Agreement Bond Packets/2023/PEN21-0136 \(TR 38123\) DR Horton/PEN21-0136 \(TR 38123\) - Material & Labor Bond.docx](https://movalgov.sharepoint.com/sites/LD/Shared Documents/MANAGEMENT ANALYST/Agreement Bond Packets/2023/PEN21-0136 (TR 38123) DR Horton/PEN21-0136 (TR 38123) - Material & Labor Bond.docx)

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) – ACCEPT DEVELOPMENT

ACKNOWLEDGMENT

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

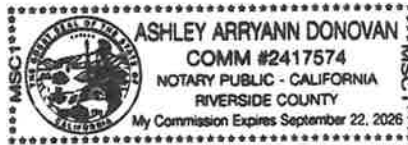
State of California
County of Riverside

On 5/5/2023 before me, Ashley Arryann Donovan, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Ashley Arryann Donovan (Seal)

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

STATE OF North Carolina

COUNTY OF Rowan to wit:

I, Bryan M Caneschi, a Notary Public in and for the State and County aforesaid, do hereby certify that Noah William Pierce, whose name is signed to the foregoing instrument this day personally, appeared before me in my said State and County aforesaid and acknowledged the same.

Given under my hand this 28th day of April, 2023.

Notary Seal



Notary Public

My commission expires on the 4th day of April, 2027.

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Bryan M. Caneschi, Noah William Pierce, Catherine Thompson, Amy R. Waugh and Jynell Marie Whitehead of Charlotte, North Carolina; Rebecca E. Cano and Bradley D. Lorenzetti of Columbia, South Carolina

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of March, 2023.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 1st day of March 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested"

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 28th day of April, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

2023-89

**AGREEMENT FOR PUBLIC IMPROVEMENTS
FOR
PROJECT NO. LCO23-0013 (TR 38123) – LASSELLE STREET**

This Agreement made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and DR Horton, Los Angeles Holding Company, Inc., herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as LCO23-0013 (TR 38123) agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within TWENTY-FOUR (24) months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above-required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one-year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land, which will permit the improvements to be made, and the Developer waives the 120-day time limitation set forth in Section 66462.5, Government Code.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of EIGHTY-EIGHT THOUSAND AND NO/100 Dollars (***\$88,000.00***). The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of FORTY-FOUR THOUSAND AND NO/100 Dollars (***\$44,000.00***). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

Developer further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one-year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Upon entering the warranty period, the City shall retain ten percent of the original faithful performance security. Developer reserves the right to substitute the form of security, in accordance with the Moreno Valley Municipal Code, at any time during the term of this agreement, subject to approval of the City Engineer and City Attorney.

SECOND: Developer agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. Developer agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Developer fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Developer of the insufficiency of said bonds.

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) – ACCEPT DEVELOPMENT

**AGREEMENT FOR PROJECT NO. LCO23-0013 (TR 38123)- LASSELLE ST.
PUBLIC IMPROVEMENTS**

Page 2 of 4

Developer reserves the right to substitute the form of security in accordance with the City's Municipal Code at any time during the term of this agreement, subject to approval by the City Engineer and City Attorney.

THIRD: Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

FOURTH: To the furthest extent allowed by law, including California Civil Code Section 2782, Developer shall indemnify, hold harmless and defend City and each of its officers, officials, employees and agents from any and all claims, losses, liabilities, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and/or property damage) incurred by City or any other Person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the performance of this Agreement, including but not limited to the alleged acts or omissions of any contractor, subcontractor, employee or agent acting on behalf of Developer or the design of any improvements to be constructed pursuant to this Agreement or the use of any patent or patented article in the performance of this Agreement.

Developer's obligations to indemnify and hold City harmless shall apply in all instances except those claims caused by the active negligence, sole negligence, or willful misconduct of City or any of its officers, officials, employees or agents. Developer's obligations to defend the City and provide a legal defense (including the retention of attorneys acceptable to City and all legal costs and expenses) shall apply in all instances, except those claims arising out of the sole negligence or the willful misconduct of City or any of its officers, officials, employees or agents.

If Developer retains any contractors to perform any of the Work to be performed under this Agreement, Developer shall require its contractors to indemnify, hold harmless and defend City and each of its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.

Developer's obligations under this section shall survive the completion of any work to be performed by Developer, the City's inspection and/or acceptance of any work performed by Developer, as well as the termination or expiration of this Agreement.

Developer's or Developer's contractors' provision of insurance, as required below, does not terminate, alter, limit or satisfy Developer's defense and indemnity obligations provided for herein.

FIFTH: Developer and Developer's contractors shall not commence work under this Agreement until Developer and all its contractors have obtained all insurance required under the Encroachment Permit Application.

If Developer retains any contractors to perform any of the Work under this Agreement, Developer shall require each contractor to provide insurance protection in favor of City, its officers, officials, employees and agents in accordance with the terms of the Agreement. Any contractor performing work on behalf of Developer shall likewise be required to name City, its officers, officials, employees and agents as additional insureds. Developer shall be responsible for obtaining all necessary certificates of insurance and endorsements from its contractors and submitting the same to the City before the commencement of any work.

At any time during the term of this Agreement, upon request of City, Developer shall immediately furnish City with complete copies of any insurance policy required of any of its contractors under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy.

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

**AGREEMENT FOR PROJECT NO. LCO23-0013 (TR 38123)- LASSELLE ST.
PUBLIC IMPROVEMENTS**

Page 3 of 4

If at any time Developer is informed or made aware that any of its contractors have failed to obtain and/or maintain any insurance coverage or policy required under this Agreement, Developer shall cause all work being performed by the respective contractor to immediately stop and be discontinued until notice is provided to City by Developer that the required insurance has been obtained or restored to full force and effect and City determines that the premiums for the required or restored insurance has been paid for a period satisfactory to City.

Any insurance required of and provided by the Developer's contractors performing any Work under this Agreement shall not terminate, alter, limit or satisfy Developer's insurance requirements and defense and indemnity obligations set forth in this Agreement. Developer's duty to defend and indemnify City shall apply to all claims and liabilities, regardless of whether any of Developer's contractors' or subcontractors' insurance policies are applicable.

Developer shall be responsible for ensuring that its contractors comply with the provisions set forth in this paragraph. Any failure by Developer to comply with the provisions set forth herein shall be considered a material breach of the Agreement.

SIXTH The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City.

SEVENTH: Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

EIGHTH: The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

NINTH: If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

TENTH: It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

AGREEMENT FOR PROJECT NO. LCO23-0013 (TR 38123)- LASSELLE ST.
PUBLIC IMPROVEMENTS

any extensions of time as may be granted therein.

ELEVENTH: It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

TWELFTH: In the event legal action is required to enforce the terms of the Agreement, the prevailing party shall be entitled to recover attorney's fees and costs, including expert fees.

THIRTEENTH: Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

City:
City Engineer
P.O. Box 88005
14177 Frederick Street
Moreno Valley, CA 92552-0805

Developer:
DR Horton, Los Angeles Holding Company, Inc.
2280 Wardlow Circle, Suite 100
Corona, CA 92878

IN WITNESS WHEREOF Developer has affixed his name and address.

Date approved by the City: 6/20/23

DR HORTON, LOS ANGELES HOLDING COMPANY, INC.:
Developer

By: [Signature]
Signature
Vicki Gallion
Print/Type Name
Assistant Secretary
Title

By: [Signature]
Signature
Todd Funk
Print/Type Name
Vice President
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY
By: [Signature]
City Clerk

CITY OF MORENO VALLEY
By: [Signature]
City Engineer



APPROVED AS TO FORM:
CITY ATTORNEY
Date: 6/14/23
By: [Signature]
City Attorney

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

SIGNATURES OF DEVELOPER MUST BE EXECUTED IN QUADRUPPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY
ORIGINAL - CITY CLERK; PINK - DEVELOPER; GREEN - SURETY; BLUE - PROJECT FILE

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

ACKNOWLEDGMENT

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

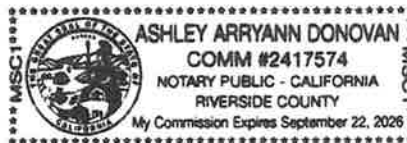
State of California
County of Riverside

On 6/2/2023 before me, Ashley Arryann Donovan Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Ashley Arryann Donovan (Seal)

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

CITY OF MORENO VALLEY
LAND DEVELOPMENT DIVISION

PROJECT: LCO23-0013 (Lasselle Off-Site St Imp) MAP / LOT: TRACT 38123 DATE: 5/30/2023

<u>IMPROVEMENT TYPE</u>		<u>SUBTOTALS</u>
STREET WORK / PAVEMENT	(Sheet 2 of 10)	\$62,000
OFF-SITE STREET WORK	(Sheet 3 of 10)	\$7,000
BONDABLE WORK ONLY	(Sheet 4 of 10)	\$0
MONUMENTS	(Sheet 4 of 10)	\$0
SPECIAL DISTRICTS	(Sheet 4 of 10)	\$0
MORENO VALLEY UTILITIES	(Sheet 4 of 10)	\$0
TRANSPORTATION IMPROVEMENTS	(Sheet 5 of 10)	\$4,000
TRAFFIC SIGNAL IMPROVEMENTS	(Sheet 5 of 10)	\$0
STORM DRAIN IMPROVEMENTS (City Maintained)	(Sheet 6-7 of 10)	\$0
STORM DRAIN IMPROVEMENTS (RCFC Maintained)	(Sheet 8 of 10)	\$0
PUBLIC SEWER IMPROVEMENTS	(Sheet 9 of 10)	\$0
PUBLIC WATER IMPROVEMENTS	(Sheet 10 of 10)	\$0
TOTAL COST (VALUE) OF IMPROVEMENTS =		\$73,000
+20% CONTINGENCY =		\$14,600
GRAND TOTAL =		\$87,600

FAITHFUL PERFORMANCE SECURITY AMOUNT = \$88,000

LABOR & MATERIAL SECURITY AMOUNT = \$44,000

* The cost for securing payment of Labor and Materials is fifty (50) percent of the total cost estimate of the improvements.

ENGINEER OF RECORD STATEMENT OF ESTIMATE WORKSHEET

The construction items and their quantities as shown on the attached worksheet are accurate for the construction of the improvements required or implied to fulfill the Conditions of Approval for this project. The mathematical extensions, using the City of Moreno Valley's Unit Prices, are accurate for determining Bond Amounts and Fees.



Jimmy C. Chen, PE

SP2 & Co.

Prepared By

May 30, 2023

Date Prepared

JCh

* * * PLEASE READ INSTRUCTIONS BELOW * * *

- Bond Amounts are shown to the nearest \$1,000.00 (Rounded Up)
- Quantities to be taken from and match the plans but are not intended to determine method of construction.
- For construction items not covered by this worksheet, the Engineer of Record is to provide his opinion of construction cost and use that unit cost. If City of Moreno Valley Unit Prices are determined to be too low in the opinion of the Engineer of Record, the higher cost as provided by the Engineer of Record should be used.

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

EXHIBIT "A"
PUBLIC IMPROVEMENTS ONLY

PROJECT: LCO23-0013 (Lasselle Off-Site St Imp) MAP/LOT: TRACT 38123 DATE: 5/30/2023

STREET WORK / PAVEMENT

TYPE	QTY	UNIT	UNIT PRICE	TOTAL COST
Enter the pavement section per individual street or grouped by classification				
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
<i>Divided Major Arterial</i>		S.F.	0 Ton	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)	0 Ton	\$ -
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap			0 Ton	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II	0.46	Thickness (ft.)		
<i>Arterial</i>	8,974.00	S.F.	298 Ton	\$ 17,880
Asphalt Concrete (A.C.)	0.54	Thickness (ft.)	352 Ton	\$ 31,680
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap			110 Ton	\$ 12,100
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
<i>Local Street</i>		S.F.	0 Ton	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)	0 Ton	\$ -
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap			0 Ton	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0 Ton	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)	0 Ton	\$ -
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap			0 Ton	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0 Ton	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)	0 Ton	\$ -
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap			0 Ton	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0 Ton	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)	0 Ton	\$ -
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap			0 Ton	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0 Ton	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)	0 Ton	\$ -
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap			0 Ton	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0 Ton	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)	0 Ton	\$ -
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap			0 Ton	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0 Ton	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)	0 Ton	\$ -
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap			0 Ton	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0 Ton	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)	0 Ton	\$ -
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap			0 Ton	\$ -
Roadway Excavation		C.Y.	\$30.00	\$ -
Aggregate Base (A.B.) Class II		Thickness (ft.)		
		S.F.	0 Ton	\$ -
Asphalt Concrete (A.C.)		Thickness (ft.)	0 Ton	\$ -
Asphalt Rubberized Hot Mix (ARHM) - 2" min. Cap			0 Ton	\$ -

SUBTOTAL = \$ 61,660

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

EXHIBIT "A"
PUBLIC IMPROVEMENTS ONLY

PROJECT: LCO23-0013 (Lasselle Off-Site St Imp) MAP/LOT: TRACT 38123 DATE: 5/30/2023

TRANSPORTATION IMPROVEMENTS

T Y P E	QTY	UNIT	UNIT PRICE	TOTAL COST
Plan checked by Transportation / Inspected by Land Development				
Striping - per MVLT-430 thru 440 Series				
6" Painted Broken Stripes	215	L. F.	\$1.10	\$ 236.50
6" Painted Double Solid Stripes	110	L. F.	\$1.10	\$ 121.00
6" Painted Solid Stripes	705	L. F.	\$1.10	\$ 775.50
6" Painted Bike Lane Stripes		L. F.	\$1.10	\$ -
8" Painted Solid Stripes		L. F.	\$1.25	\$ -
12" Painted Solid Stripes		L. F.	\$3.00	\$ -
Painted Curb Markings (2 coat)		L. F.	\$2.25	\$ -
Painted One-Way (No Passing)		L. F.	\$1.00	\$ -
Painted Two-Way Left-Turn Lane	430	L. F.	\$1.00	\$ 430.00
Painted Pavement Markings		S. F.	\$2.50	\$ -
Remove Painted Striping & Pavement Markings	625	S. F.	\$3.00	\$ 1,875.00
4" Thermoplastic Traffic Stripes		S. F.	\$4.00	\$ -
6" Thermoplastic Traffic Stripes		S. F.	\$4.00	\$ -
8" Thermoplastic Channelizing Line		S. F.	\$4.00	\$ -
12" Thermoplastic Crosswalk / Limit Line		S. F.	\$4.00	\$ -
Thermoplastic Pavement Markings		S. F.	\$4.00	\$ -
Remove Thermoplastic Striping & Pavement Markings		S. F.	\$5.00	\$ -
Reflective Pavement Markers (RPM's)		E A	\$4.00	\$ -
Remove Reflective Pavement Markers (RPM's)		E A	\$3.00	\$ -
Delineator - Class 1 / Type F (per MVLT-418 Series)		E A	\$50.00	\$ -
Delineator - Class 2 (per MVLT-418 Series)		E A	\$75.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
Signs - per MVLT-410 thru 414 Series				
Street Name Sign w/ Post		E A	\$275.00	\$ -
Stop Sign w/ Post		E A	\$300.00	\$ -
Sign w/ One Post		E A	\$300.00	\$ -
Sign w/ Two Post		E A	\$400.00	\$ -
Sign (Strap & Saddle Bracket Method)		E A	\$200.00	\$ -
Sign (Mast Arm Hanger Method)		E A	\$550.00	\$ -
Street Sweeping Sign		E A	\$200.00	\$ -
Channelizer		E A	\$100.00	\$ -
Object Markers - Type "L" / Type "N" (per MVLT-417)		E A	\$100.00	\$ -
Remove Roadside Sign		E A	\$100.00	\$ -
Relocate Roadside Sign		E A	\$150.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
Miscellaneous				
Traffic Control (for local streets only)		Lump Sum	\$1,000.00	\$ -
Traffic Control (for collector streets only)		Lump Sum	\$5,000.00	\$ -
Traffic Control (for arterial streets only)		Lump Sum	\$28,000.00	\$ -
Metal Guardrail		E A	\$90.00	\$ -
Barricade		L. F.	\$100.00	\$ -
Remove Barricade		L. F.	\$25.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
SUBTOTAL =				\$ 3,438.00
Plan checked and inspected by Transportation				
Signals				
New (includes communication conduit, controller, software, initial coordination)		E A	\$292,600.00	\$ -
Modification (per corner)		E A	\$73,150.00	\$ -
Communication Conduit		L. F.	\$30.00	\$ -
Fiber Optic Cable - 6 Strand Single Mode		L. F.	\$3.00	\$ -
Fiber Optic Cable - 12 Strand Single Mode		L. F.	\$3.00	\$ -
LED Speed Display Sign w/ Assembly		E A	\$9,500.00	\$ -
Pull Box (#5)		E A	\$500.00	\$ -
Pull Box (#6)		E A	\$750.00	\$ -
Pull Box (#6E)		E A	\$1,000.00	\$ -
Signal Loops (6' Round Type E)		E A	\$900.00	\$ -
Signal Loops (6' Square Type E - w/ bike detection zone)		E A	\$900.00	\$ -
Adjust Pull Box to Grade		E A	\$800.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
			\$0.00	\$ -
TRAFFIC SIGNAL SUBTOTAL =				\$ -

\\SP2-NAS2\SP2-Data\SP2 Active\2022.04026 Moreno Valley Tr 38123 - Horton\SP2 Submittals\Lasselle Offsite SIP\2nd PC Submittal - 05.2023\MoVal Tr38123 Lasselle Off Site SIP_Eng Cost Estimates_Public_xlsx
Revised: 1 / 2022

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 - PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

EXHIBIT "A"
PUBLIC IMPROVEMENTS ONLY

PROJECT: LCO23-0013 (Lasselle Off-Site St Imp) **MAP/LOT:** TRACT 38123 **DATE:** 5/30/2023

STORM DRAIN IMPROVEMENTS [City Maintained]

T Y P E	QTY	UNIT	UNIT PRICE	TOTAL COST
PIPES				
24" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$160.00	\$
30" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$180.00	\$
36" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$190.00	\$
39" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$200.00	\$
42" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$215.00	\$
48" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$248.00	\$
54" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$288.00	\$
60" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$378.00	\$
4" PVC Schedule 40		L. F.	\$25.00	\$
4" PVC Schedule 80		L. F.	\$30.00	\$
6" PVC Schedule 40		L. F.	\$30.00	\$
6" PVC Schedule 80		L. F.	\$35.00	\$
8" PVC Schedule 40		L. F.	\$40.00	\$
8" PVC Schedule 80		L. F.	\$50.00	\$
Reinforced Concrete Box (R.C.B.) - 8' x 10'		L. F.	\$1,200.00	\$
Reinforced Concrete Box (R.C.B.) - 8' x 12'		L. F.	\$1,400.00	\$
Reinforced Concrete Box (R.C.B.) - 4' x 3' (2)		L. F.	\$600.00	\$
Reinforced Concrete Box (R.C.B.) - 4' x 2' (3)		L. F.	\$461.00	\$
Remove Existing Pipe		L. F.	\$50.00	\$
18" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$140.00	\$
			\$0.00	\$
			\$0.00	\$
			\$0.00	\$
			\$0.00	\$
			\$0.00	\$
			\$0.00	\$
MANHOLES				
Manhole No. 1 [per MVFE-320 / 321 Series - pipes 33" or smaller]		E A	\$5,300.00	\$
Manhole No. 2 [per MVFE-320 / 321 Series - pipes 36" or larger]		E A	\$6,700.00	\$
Manhole No. 3 [per MVFE-320 / 321 Series - all R.C.B.'s]		E A	\$5,300.00	\$
Manhole No. 4 [per MVFE-320 / 321 Series - pipes 36" or larger w/ side inlet]		E A	\$6,700.00	\$
Manhole Shaft [per MVFE-320C]		E A	\$6,000.00	\$
Adjust Manhole (MH) to Grade		E A	\$600.00	\$
Junction Structure No. 2		E.A.	\$5,300.00	\$
			\$0.00	\$
			\$0.00	\$
			\$0.00	\$
			\$0.00	\$
			\$0.00	\$
BASINS				
Catch Basin - Grated		E A	\$6,000.00	\$
Catch Basin (7') [per MVFE-300 Series]		E A	\$5,500.00	\$
Catch Basin (10') [per MVFE-300 Series]		E A	\$6,000.00	\$
Catch Basin (14') [per MVFE-300 Series]		E A	\$8,000.00	\$
Catch Basin (21') [per MVFE-300 Series]		E A	\$12,500.00	\$
Catch Basin (28') [per MVFE-300 Series]		E A	\$16,000.00	\$
Local Depression [per MVFE-300A or APWA Std 313]		E A	\$535.00	\$
Grated Basin - 18" x 18"		E A	\$2,100.00	\$
Grated Basin - 24" x 24"		E A	\$2,500.00	\$
Grated Basin - 36" x 36"		E A	\$3,300.00	\$
Remove / Relocate Existing Catch Basin		E A	\$5,000.00	\$
Catch Basin (4')		E.A.	\$5,000.00	\$
MWS L-8-24		E.A.	\$32,000.00	\$
MWS L-8-8		E.A.	\$28,000.00	\$
MWS L-4-8		E.A.	\$22,000.00	\$
			\$0.00	\$
			\$0.00	\$
DRAINS				
Concrete "V" Gutter		S. F.	\$25.00	\$
Curb Drain [per MVSI-152]		E A	\$500.00	\$
Down Drain		S. F.	\$12.00	\$
Parkway Culvert [per MVSI-150 Series]		E A	\$3,500.00	\$
Sidewalk Outlet [per MVSI-151 Series]		E A	\$1,800.00	\$
Terrace Drain		S. F.	\$13.00	\$
			\$0.00	\$
			\$0.00	\$
			\$0.00	\$
			\$0.00	\$
			\$0.00	\$
			\$0.00	\$

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

EXHIBIT "A"
PUBLIC IMPROVEMENTS ONLY

PROJECT: LCO23-0013 (Lasselle Off-Site St Imp) MAP/LOT: TRACT 38123 DATE: 5/30/2023

STORM DRAIN IMPROVEMENTS [RCFC Maintained]

TYPE	QTY	UNIT	UNIT PRICE	TOTAL COST
PIPES				
39" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$200.00	\$
42" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$215.00	\$
48" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$248.00	\$
54" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$288.00	\$
60" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$378.00	\$
66" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$444.00	\$
72" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$501.00	\$
78" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$653.00	\$
84" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$722.00	\$
90" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$846.00	\$
96" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$886.00	\$
102" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$927.00	\$
108" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$979.00	\$
114" Reinforced Concrete (R.C.P.) Pipe		L. F.	\$1,038.00	\$
Reinforced Concrete Box (R.C.B.) - 8' x 10'		L. F.	\$1,200.00	\$
Reinforced Concrete Box (R.C.B.) - 8' x 12'		L. F.	\$1,400.00	\$
Reinforced Concrete Box (R.C.B.) - 4' x 3' (2)		L. F.	\$600.00	\$
Reinforced Concrete Box (R.C.B.) - 4' x 2' (3)		L. F.	\$461.00	\$
Remove Existing Pipe		L. F.	\$50.00	\$
			\$0.00	\$
			\$0.00	\$
MANHOLES				
Manhole No. 1 [per RCFC Std. MH251 - for pipes 33" or smaller]		E A	\$7,850.00	\$
Manhole No. 2 [per RCFC Std. MH252 - for pipes 36" or larger]		E A	\$7,850.00	\$
Manhole No. 3 [per RCFC Std. MH253 - for all R.C.B.'s]		E A	\$5,300.00	\$
Manhole No. 4 [per RCFC Std. MH254 - for pipes 36" or larger w/ side inlet]		E A	\$7,850.00	\$
Adjust Manhole (MH) to Grade		E A	\$600.00	\$
			\$0.00	\$
			\$0.00	\$
BASINS				
Catch Basin - Grated		E A	\$6,000.00	\$
Catch Basin (7') [per RCFC Std. CB-100]		E A	\$3,920.00	\$
Catch Basin (10') [per RCFC Std. CB-100]		E A	\$5,600.00	\$
Catch Basin (14') [per RCFC Std. CB-100]		E A	\$7,850.00	\$
Catch Basin (21') [per RCFC Std. CB-100]		E A	\$11,760.00	\$
Catch Basin (28') [per RCFC Std. CB-100]		E A	\$15,680.00	\$
Local Depression [per RCFC Std. LD201]		E A	\$535.00	\$
Remove / Relocate Existing Catch Basin		E A	\$5,000.00	\$
			\$0.00	\$
			\$0.00	\$
DRAINS				
Concrete "V" Gutter		S. F.	\$25.00	\$
Down Drain		S. F.	\$12.00	\$
Terrace Drain		S. F.	\$13.00	\$
			\$0.00	\$
			\$0.00	\$
STRUCTURES				
Transition Structure #1 [RCFC Std. TS301 - Single Pipe to Single Box]		E A	\$12,900.00	\$
Transition Structure #2 [RCFC Std. TS302 - Single Box to Single Box]		E A	\$12,900.00	\$
Transition Structure #3 [RCFC Std. TS303 - Pipe to Pipe w/ Pipe Junction]		E A	\$12,900.00	\$
Junction Structure #1 [RCFC Std. JS226 - 33" or larger Side Inlet to Box]		E A	\$4,800.00	\$
Junction Structure #2 [RCFC Std. JS227 - Side Inlet larger than 1/2 O D Pipe]		E A	\$4,800.00	\$
Junction Structure #3 [RCFC Std. JS228 - 30" or smaller Side Inlet to Box]		E A	\$4,800.00	\$
Junction Structure #4 [RCFC Std. JS229 - 24" or smaller Side Inlet to Pipe]		E A	\$4,800.00	\$
Junction Structure #6 / #7 [RCFC Std. JS231/232 - Side Inlet to Channel]		E A	\$4,800.00	\$
Type IX Inlet Structure [RCFC Std. CB-107 - Checkered Covered Plate]		E A	\$2,660.00	\$
Type X Inlet Structure [RCFC Std. CB-108 - Grate]		E A	\$2,660.00	\$
Concrete Drop Inlet Structure [per RCFC Std. CB-110]		E A	\$4,500.00	\$
Outlet Structure		E A	\$8,000.00	\$
Concrete Collar (greater than 36") [per RCFC Std. MM03 - up to 66"]		E A	\$5,000.00	\$
Concrete Headwall		E A	\$7,000.00	\$
Concrete Bulkhead [per RCFC Std. MM16]		E A	\$1,550.00	\$
Remove Existing Outlet / Headwall		E A	\$1,000.00	\$
Reinforced Concrete Structure		L. F.	\$530.00	\$
			\$0.00	\$
			\$0.00	\$
MISCELLANEOUS				
Rip Rap		Ton	\$152.00	\$
Rip Rap (Grouted)		Ton	\$285.00	\$
Concrete Pipe Slope Anchor		E A	\$2,500.00	\$
Access Opening		E A	\$15,000.00	\$
			\$0.00	\$
			\$0.00	\$
SUBTOTAL =				\$

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

PROJECT: LCO23-0013 (Lasselle Off-Site St Imp) MAP/LOT: TRACT 38123 DATE: 5/30/2023

PUBLIC WATER IMPROVEMENTS

T Y P E	QTY	UNIT	UNIT PRICE	TOTAL COST
PIPE				
CML&C CL150 - 8"		L F	\$50.00	\$
CML&C CL150 - 8" Drop		L F	\$130.00	\$
CML&C CL150 - 12"		L F	\$60.00	\$
CML&C CL150 - 12" Drop		L F	\$170.00	\$
CML&C CL150 - 16"		L F	\$105.00	\$
CML&C CL150 - 16" Drop		L F	\$185.00	\$
CML&C CL150 - 18"		L F	\$120.00	\$
CML&C CL150 - 18" Drop		L F	\$215.00	\$
CML&C CL150 - 20"		L F	\$135.00	\$
CML&C CL150 - 20" Drop		L F	\$240.00	\$
CML&C CL150 - 24"		L F	\$150.00	\$
CML&C CL150 - 24" Drop		L F	\$290.00	\$
Join at Existing - 8"		E A	\$2,000.00	\$
Join at Existing - 12"		E A	\$2,500.00	\$
Join at Existing - 16"		E A	\$3,500.00	\$
Join at Existing - 18"		E A	\$4,000.00	\$
Join at Existing - 24"		E A	\$5,000.00	\$
PVC C-900 - 12"		L F	\$60.00	\$
PVC C-905 - 16"		L F	\$90.00	\$
PVC C-905 - 18"		L F	\$105.00	\$
PVC C-905 - 20"		L F	\$120.00	\$
PVC C-905 - 24"		L F	\$135.00	\$
PVC C-900 - 8"		L F	\$40.00	\$
FUSIBLE PVC-8" DR-14		L F	\$60.00	\$
VALVES				
Adjust Water Valve to Grade		E A	\$400.00	\$
Air Vac Release - 1"		E A	\$2,600.00	\$
Air Vac Release - 2"		E A	\$4,300.00	\$
Backflow Preventer - 3/4" to 2" (including Pad & Cover)		E A	\$4,300.00	\$
Backflow Preventer - 2-1/2" to 3" (including Pad & Cover)		E A	\$5,300.00	\$
Backflow Preventer - 4" to 10" (including Pad & Cover)		E A	\$6,450.00	\$
Blow Off Valve - 4"		E A	\$3,500.00	\$
Blow Off Valve - 6"		E A	\$4,000.00	\$
Butterfly Valve - 8"		E A	\$1,000.00	\$
Butterfly Valve - 12"		E A	\$1,800.00	\$
Butterfly Valve - 16"		E A	\$2,700.00	\$
Butterfly Valve - 18"		E A	\$2,800.00	\$
Butterfly Valve - 20"		E A	\$4,200.00	\$
Butterfly Valve - 24"		E A	\$5,200.00	\$
Gate Valve - 8"		E A	\$1,700.00	\$
Gate Valve - 12"		E A	\$3,000.00	\$
Gate Valve - 16"		E A	\$6,300.00	\$
Gate Valve - 18"		E A	\$14,000.00	\$
			\$0.00	\$
FIRE HYDRANTS				
6" Hydrant - Standard		E A	\$4,500.00	\$
6" Hydrant - Super		E A	\$5,000.00	\$
HOT TAP CONNECTIONS				
8"		E A	\$5,000.00	\$
12"		E A	\$6,000.00	\$
Service Clamp - 1"		E A	\$2,000.00	\$
Service Clamp - 1-1/2"		E A	\$2,300.00	\$
Service Clamp - 2"		E A	\$2,600.00	\$
Reconnect to exist. Waterline		EA	\$2,500.00	\$
SERVICE CONNECTIONS				
1" Service		E A	\$1,000.00	\$
1-1/2" Service		E A	\$1,600.00	\$
2" Service		E A	\$2,500.00	\$
4" Service		E A	\$6,000.00	\$
FITTINGS				
Misc. Fittings - 8"		E A	\$250.00	\$
Misc. Fittings - 12"		E A	\$750.00	\$
WATER METERS				
5/8" / 3/4"		E A	\$2,500.00	\$
1"		E A	\$2,500.00	\$
1-1/2"		E A	\$2,500.00	\$
2" (Multi-Jet)		E A	\$2,500.00	\$
2" (C2 - Compound)		E A	\$1,322.00	\$
2" (T2 / R2 - Turbine)		E A	\$1,322.00	\$
Adjust Water Meter Box to Grade		E A	\$375.00	\$
MISCELLANEOUS				
Concrete Cap - 8" / 12"		E A	\$55.00	\$
Thrust Block		C. Y	\$150.00	\$
Trench Paving		S. F.	\$14.00	\$
Abandoned existing 8" ACP Waterline (Bay Ave)		LF	\$10.00	\$
Pressure Regulators		EA	\$300.00	\$
			SUBTOTAL =	\$

FAITHFUL PERFORMANCE BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.1)

Public Improvements \$88,000

Project No. LCO23-0013 (TR 38123)

Bond No. K41706272
(Faithful Performance Bond No. shall be different from Material & Labor Bond No.)

Premium \$176.00

Surety Federal Insurance Company

Principal DR Horton, Los Angeles Holding Company, Inc.

Address 202B Hall's Mill Road

Address 2280 Wardlow Circle, Suite 100

City/Zip Whitehouse Station, NJ 08889

City/Zip Corona, CA 92878

WHEREAS, the City of Moreno Valley, County of Riverside, State of California, and DR HORTON, LOS ANGELES HOLDING COMPANY, INC., (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to LCO23-0013 (TR 38123), which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and Federal Insurance Company, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of EIGHTY-EIGHT THOUSAND AND NO/100 Dollars (**\$88,000.00**), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided on his or their part, to be kept and performed at the time and in the manner specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

FAITHFUL PERFORMANCE BOND
PROJECT NO. LCO23-0013 (TR 38123) – LASSELLE ST.

(Page 2 of 2)

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Engineer will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on June 1, 2023.

NAME OF PRINCIPAL: DR HORTON, LOS ANGELES HOLDING COMPANY, INC.
Company Name

AUTHORIZED SIGNATURE(S): By Vicki Gullion Assistant Secretary
Name Title

Print/Type Name: Vicki Gullion

Todd Funk Vice President
Name Title

Print/Type Name: Todd Funk

NAME OF SURETY: Federal Insurance Company
Company Name

AUTHORIZED SIGNATURE: Noah William Pierce
Noah William Pierce



ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: 6/14/23

[Signature]
City Attorney
City of Moreno Valley

[https://movalgov.sharepoint.com/sites/LD/Shared Documents/MANAGEMENT ANALYST/Agreement Bond Packets/2023/LCO23-0013 \(TR 38123\) Lasselle St - DR Horton - Skylar-Windsong/LCO23-0013 \(TR 38123\) - Faithful Performance Bond.docx](https://movalgov.sharepoint.com/sites/LD/Shared Documents/MANAGEMENT ANALYST/Agreement Bond Packets/2023/LCO23-0013 (TR 38123) Lasselle St - DR Horton - Skylar-Windsong/LCO23-0013 (TR 38123) - Faithful Performance Bond.docx)

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) – ACCEPT DEVELOPMENT

ACKNOWLEDGMENT

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

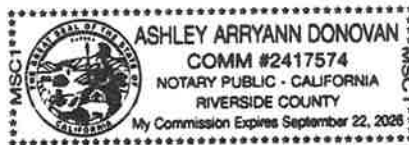
State of California
County of Riverside)

On 6/2/2023 before me, Ashley Arryann Donovan Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Ashley Arryann Donovan (Seal)

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

STATE OF North Carolina

COUNTY OF Rowan to wit:

I, Bryan M Caneschi, a Notary Public in and for the State and County aforesaid, do hereby certify that Noah William Pierce, whose name is signed to the foregoing instrument this day personally, appeared before me in my said State and County aforesaid and acknowledged the same.

Given under my hand this 1st day of June, 2023.

Notary Seal



Notary Public

My commission expires on the 4th day of April, 2027.

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Bryan M. Caneschi, Noah William Pierce, Catherine Thompson, Amy R. Waugh and Jynell Marie Whitehead of Charlotte, North Carolina; Rebecca E. Cano and Bradley D. Lorenzetti of Columbia, South Carolina

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of March, 2023.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS

On this 1st day of March 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies, and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 1st day of June, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

MATERIAL AND LABOR BOND

City of Moreno Valley
County of Riverside
State of California
(Government Code Section 66499.2)

Public Improvements \$44,000

Project No. LCO23-0013 (TR 38123)

Bond No. K41706284
(Material & Labor Bond No. shall be different from Faithful Performance Bond No.)

Premium \$100.00

Surety Federal Insurance Company

Principal DR Horton, Los Angeles Holding Company, Inc

Address 202B Hall's Mill Road

Address 2280 Wardlow Circle, Suite 100

City/Zip Whitehouse Station, NJ 08889

City/Zip Corona, CA 92878

WHEREAS, the City of Moreno Valley, County of Riverside, State of California, and DR HORTON, LOS ANGELES HOLDING COMPANY, INC., (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to LCO23-0013 (TR 38123), which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of FORTY-FOUR THOUSAND AND NO/100 Dollars (***\$44,000.00***), lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

MATERIAL AND LABOR BOND
PROJECT NO. LCO23-0013 (TR 38123) – LASSELLE ST.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition. Surety further stipulates and agrees that the provision of Section 2845 of the Civil Code are not a condition precedent to the Surety's obligations hereunder and hereby waived by the Surety.

In witness whereof, this instrument has been duly executed by the Principal and Surety above named, on ~~xx20xxxx~~ June 1, 2023.

NAME OF PRINCIPAL: DR HORTON, LOS ANGELES HOLDING COMPANY, INC.
Company Name

AUTHORIZED SIGNATURE(S): By

Name Vicki Gullion Title Assistant Sec

Print/Type Name: Vicki Gullion

Name [Signature] Title Vice President

Print/Type Name: Todd Funk

NAME OF SURETY: Federal Insurance Company
Company Name

AUTHORIZED SIGNATURE: [Signature]
Noah William Pierce



ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.
BOND COMPANY – ATTACH POWER OF ATTORNEY

Approved as to form:

Date: 6/14/23

[Signature]

City Attorney
City of Moreno Valley

[https://movalgov.sharepoint.com/sites/LD/Shared Documents/MANAGEMENT ANALYST/Agreement Bond Packets/2023/LCO23-0013 \(TR 38123\) Lasselle St - DR Horton - Skylar-Windsong/LCO23-0013 \(TR 38123\) - Material & Labor Bond.docx](https://movalgov.sharepoint.com/sites/LD/Shared Documents/MANAGEMENT ANALYST/Agreement Bond Packets/2023/LCO23-0013 (TR 38123) Lasselle St - DR Horton - Skylar-Windsong/LCO23-0013 (TR 38123) - Material & Labor Bond.docx)

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) – ACCEPT DEVELOPMENT

ACKNOWLEDGMENT

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

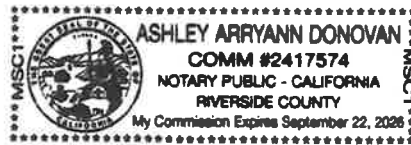
State of California
County of Riverside

On 6/2/2023 before me, Ashley Arryann Donovan Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Ashley Arryann Donovan (Seal)

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

STATE OF North Carolina

COUNTY OF Rowan to wit:

I, Bryan M Caneschi, a Notary Public in and for the State and County aforesaid, do hereby certify that Noah William Pierce, whose name is signed to the foregoing instrument this day personally, appeared before me in my said State and County aforesaid and acknowledged the same.

Given under my hand this 1st day of June, 2023.

Notary Seal



Notary Public

My commission expires on the 4th day of April, 2027.

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

CHUBB

Power of Attorney

Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY corporations of the Commonwealth of Pennsylvania, do each hereby constitute and appoint Bryan M. Caneschi, Noah William Pierce, Catherine Thompson, Amy R. Waugh and Jynell Marie Whitehead of Charlotte, North Carolina; Rebecca E. Cano and Bradley D. Lorenzetti of Columbia, South Carolina

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 1st day of March, 2023.

Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

Stephen M. Haney

Stephen M. Haney, Vice President



STATE OF NEW JERSEY
County of Hunterdon

SS.

On this 1st day of March 2023 before me, a Notary Public of New Jersey, personally came Dawn M. Chloros and Stephen M. Haney, to me known to be Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros and Stephen M. Haney, being by me duly sworn, severally and each for herself and himself did depose and say that they are Assistant Secretary and Vice President, respectively, of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and know the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that their signatures as such officers were duly affixed and subscribed by like authority.

Notarial Seal



Albert Contursi
NOTARY PUBLIC OF NEW JERSEY
No 50202369
Commission Expires August 22, 2027

Albert Contursi
Notary Public

CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016; WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2006; and ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment")

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, PACIFIC INDEMNITY COMPANY, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 1st day of June, 2023



Dawn M. Chloros

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

Attachment: DIF Credit Agreement D23-0023 - PEN21-0136 (TR 38123) [Revision 1] (6322 : PEN21-0136 (TR 38123) - ACCEPT DEVELOPMENT

EXHIBIT "B"

ENGINEER'S ESTIMATE OF DIF IMPROVEMENTS

TR 38123 (PEN21-0136)

ENGINEER'S ESTIMATE OF DIF IMPROVEMENTS*
ALESSANDRO BOULEVARD

CONSTRUCTION ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Roadway Excavation	972	C.Y.	\$ 30.20	\$ 29,354.40
Aggregate Base Class II Thickness (ft.) 0.75				
Area (sf) 42,300	1175	C.Y.	\$ 47.23	\$ 55,495.25
Asphalt Concrete Thickness (ft.) 0.45				
Area (sf) 42,300	1380	Ton	\$ 91.53	\$ 126,311.40
Curb and Gutter - 8"	50	C.Y.	\$ 459.40	\$ 22,970.00
Sidewalk-6'	61	C.Y.	\$ 696.55	\$ 42,141.28
Striping	1200	L.F.	\$ 8.90	\$ 10,680.00
Signs	1	L.S.	\$ 2,100.00	\$ 2,100.00
Street Light	4	EA.	\$ 8,500.00	\$ 34,000.00
Traffic Control	1	L.S.	\$ 5,000.00	\$ 5,000.00
TOTAL				\$ 328,052

Footnotes:

- *All assumptions & Unit Price based on 10/14/19 2020 DIF Unit Cost Calculations and Assumptions for Arterial Streets memorandum.
- Signs & Traffic Control based on approved Bond Cost Estimate for SIP.
 - Striping based on DIF Unit Cost per Linear Foot of Lane.

EXHIBIT "B"

TR 38123 (PEN21-0136)
ENGINEER'S ESTIMATE OF DIF IMPROVEMENTS*
LASSELLE STREET

CONSTRUCTION ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL	
Roadway Excavation	2100	C.Y.	\$ 30.20	\$ 63,420.00	
Aggregate Base Class II					
Thickness (ft.)	1				
Area (sf)	70,824	2447	C.Y.	\$ 47.23	\$ 115,571.81
Asphalt Concrete					
Thickness (ft.)	0.5				
Area (sf)	70,824	2594	Ton	\$ 91.53	\$ 237,428.82
Curb and Gutter - 8"	139	C.Y.	\$ 459.40	\$ 63,856.60	
Median Curb-Type 8A	47	C.Y.	\$ 459.40	\$ 21,591.80	
Sidewalk-6'	73	C.Y.	\$ 696.55	\$ 50,848.15	
Striping	3356	L.F.	\$ 8.90	\$ 29,868.40	
Signs	1	L.S.	\$ 3,300.00	\$ 3,300.00	
Street Light	5	EA.	\$ 8,500.00	\$ 42,500.00	
Traffic Control	1	L.S.	\$ 28,000.00	\$ 28,000.00	
TOTAL				\$ 656,385.58	

Footnotes:

- *All assumptions & Unit Price based on 10/14/19 2020 DIF Unit Cost Calculations and Assumptions for Arterial Streets memorandum.
- Signs & Traffic Control based on approved Bond Cost Estimate for SIP.
- Striping based on DIF Unit Cost per Linear Foot of Lane.

EXHIBIT "B"

**TR 38123 (PEN21-0136)
ENGINEER'S ESTIMATE OF DIF IMPROVEMENTS*
ALESSANDRO BOULEVARD AND LASSELLE STREET**

CONSTRUCTION ITEM	QUANTITY	UNIT	UNIT PRICE	TOTAL
Traffic Signal Modification	1	EA.	10,000	10,000
			TOTAL	\$ 10,000

Footnotes:

- *All assumptions & Unit Price based on 10/14/19 2020 DIF Unit Cost Calculations and Assumptions for Arterial Streets memorandum.
- Signs & Traffic Control based on approved Bond Cost Estimate for SIP.
- Striping based on DIF Unit Cost per Linear Foot of Lane.

EXHIBIT "B"

EXHIBIT “C” – DIF Credit Calculation Table

Item	Process for DIF Credit Calculation	Streets	Traffic Signals	Police	Fire	Libraries	Parks	Community/ Rec Centers	Public Facilities*	Interchange Improvements	Electric Utility
1	Engineer's Estimate	\$984,438	\$10,000	\$	\$	\$	\$	\$	\$	\$	\$
2	Project costs as identified in DIF study	\$2,167,446	\$10,000	\$	\$	\$	\$	\$	\$	\$	\$
3	Actual DIF Obligation	\$625,474	\$132,396	\$	\$	\$	\$	\$	\$	\$	\$
3	Developer's Credit Amount** - Least of Lines 1 2 & 3	\$625,474	\$10,000	\$	\$	\$	\$	\$	\$	\$	\$

Not all development DIF fees are shown – agreement focus is Street credits and Traffic Signal credits.

*May include, but not be limited to: City Hall, Corporate Yard, Maintenance Equipment, Animal Shelter, etc.

**Credit amount shall not exceed obligation.

EXHIBIT “C”



Report to City Council

TO: Mayor and City Council

FROM: Melissa Walker, Public Works Director/City Engineer

AGENDA DATE: October 3, 2023

TITLE: AUTHORIZATION TO AWARD AN AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES TO IMS INFRASTRUCTURE MANAGEMENT SERVICES FOR THE 2024 PAVEMENT MANAGEMENT SYSTEM UPDATES AND ROADWAY ASSET DATA COLLECTION SERVICES, PROJECT NO. 801 0083

RECOMMENDED ACTION

Recommendations:

1. Award a Professional Consultant Services Agreement to IMS Infrastructure Management Services, LP to provide updates to the Pavement Management System and perform Roadway Asset Data Collection Services;
2. Authorize the City Manager to execute the Professional Consultant Services Agreement with IMS Infrastructure Management Services, LP, in the amount of \$574,683, funded by the State Gasoline Tax (Fund 2000);
3. Authorize the issuance of a Purchase Order to IMS Infrastructure Management Services, LP in the amount of \$574,683 when the agreement has been signed by all parties; and
4. Authorize the City Manager to execute any subsequent Amendments to the Agreement with IMS Infrastructure Management Services, LP 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.

SUMMARY

This report recommends approval of an agreement with IMS Infrastructure Management

Services (IMS) to provide updates to the City's current Pavement Management System (PMS) ensuring the City will have the most current information on its pavement conditions and to perform roadway asset data collection services to inventory such assets as traffic signs, curb ramps, sidewalks, and driveway aprons. Inventory of public roadway assets could provide crucial information for the development of long-term maintenance plan for various assets.

DISCUSSION

The City of Moreno Valley's maintained street network contains approximately 500 centerline miles of roadways with three classifications: arterial, collector and local streets. To better maintain the network, the City developed the PMS in 1995 which provided the City with the necessary tools to inventory the street network, to evaluate and analyze pavement conditions, and to prioritize streets for pavement rehabilitation. The PMS has been a very effective tool in assisting the decision-making process in reference to the allocation of limited funds for street maintenance. In addition, the Federal Highway Administration and the state require that the PMS be updated every five years.

As the City continues to show dynamic growth with its population, infrastructure and maintenance needs, the PMS has been continuously updated with the last update in 2018 to inventory the changes in the street network. It is recommended that the PMS should again be updated to capture the latest changes in pavement conditions as well as to inventory new streets that have been recently added to the street network. Furthermore, we expect to see improved Pavement Condition Index (PCI) scores with the significant investments in pavement. The City average PCI in 2018 was 65 which is considered to be a "Fair" score.

On August 3, 2023, the Request for Proposal for professional consulting services was advertised on the City's online bid portal. On August 24, 2023, six (6) consultants submitted their proposals for the project. City staff reviewed and rated the proposals according to the consultant's ability to complete the project requirements. The proposal from IMS was selected as the most qualified to perform the services as requested.

The selected consultant, IMS, will be responsible for updating the PMS database and street network, performing field surveys to collect and record all pavement conditions and distresses for all street segments, performing an analysis of the street network with the field data to produce an updated PCI, and preparing a comprehensive report that includes current PCI, work history, pavement rehabilitation recommendations for all streets, and budget recommendations.

IMS's scope of work also includes performing inventory of various public roadway assets that include traffic signs, curb ramps, sidewalks, and driveway aprons. The consultant will be utilizing the latest scanning and imaging technology to perform this inventory work, as well as performing Americans with Disabilities Act (ADA) compliance checks on the existing sidewalks and curb ramps. The asset inventory will provide the City the overall knowledge regarding the number and location of different public

roadway assets for development of long-term maintenance plans for City facilities.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow for the much-needed updates to the City’s PMS to meet federal and state eligibility requirements for comprehensive inventory of roadway assets.*
2. Do not approve and authorize the recommended actions as presented in this staff report. *This alternative will delay the much-needed updates to the City’s PMS and potentially disqualify the City from receiving federal and state funding.*

FISCAL IMPACT

This project is included in the adopted Fiscal Years 2023-24 and 2024-25 Capital Improvement Plan (CIP) and funded by the State Gasoline Tax (Fund 2000). Portion of the Consultant’s scope of work related to sidewalks and curb ramps inventory and ADA compliance evaluation is to be funded with available budget from the Annual ADA Compliant Access Upgrades (Project No. 801 0008 70-77-2000) as included in the CIP.

AVAILABLE FUNDING FOR THE PROJECT:

State Gas Tax (Account No. 2000-70-77-80001-720199) (Project No. 801 0083-2000-99).....	\$180,000
State Gas Tax (Account No. 2000-70-77-80001-720199) (Project No. 801 0008-2000-99).....	<u>\$410,000</u>
Total Available Funding.....	\$590,000

ESTIMATED PROJECT COSTS:

Professional Consultant Services Costs.....	\$574,683
City Staff Project Management and Submittals Review Costs	<u>\$ 15,317</u>
Total Estimated Project Costs	\$590,000

ANTICIPATED PROJECT SCHEDULE

Field Survey of Street Complete	March 2024
Field Data Input and Analysis Complete	May 2024
PMS Database and GIS Updates Complete	July 2024
PMS Comprehensive Report Complete	October 2024
Roadway Asset Data Collection Complete.....	November 2024

NOTIFICATION

Publication of the agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Quang Nguyen, P.E.
Capital Projects Principal Engineer

Department Head Approval:
Melissa Walker, P.E.
Public Works Director/City Engineer

Concurred By:
Harold Zamora, P.E.
Engineering Division Manager/Assistant City Engineer

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

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Agreement with IMS_Project 801 0083

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/26/23 7:55 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/26/23 8:36 AM

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR
2024 PAVEMENT MANAGEMENT SYSTEM UPDATES AND
ROADWAY ASSET DATA COLLECTION SERVICES
PROJECT NO. 801 0083**

This Agreement (hereinafter, this “Agreement”) is made and entered into this ____ day of _____ 2023 (“Effective Date”), by and between the City of Moreno Valley, a municipal corporation in the County of Riverside, State of California, hereinafter referred to as the “City,” and IMS Infrastructure Management Services, LP , an Arizona Limited Partnership Company, hereinafter referred to as “Consultant.”

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with the professional consultant work hereinafter described as "Project"; and

WHEREAS, the City has determined the Project involves the performance of professional and technical services of a temporary nature as more specifically described in Exhibit "A" (City's Request for Proposal) and Exhibit "B" (Consultant's Proposal) hereto; and

WHEREAS, the City does not have available employees to perform the services for the Project; and

WHEREAS, the City has requested the Consultant to perform such services for the Project; and

WHEREAS, the Consultant is professionally qualified to perform the professional and technical services required for the Project, and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement;

THEREFORE, the City and the Consultant, for the consideration hereinafter described, mutually agree as follows:

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0083**

DESCRIPTION OF PROJECT

1. The Project is described as 2024 Pavement Management System Updates and Roadway Asset Data Collection Services. Project No. 801 0083.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "B" attached hereto and incorporated herein by this reference. In the event of a conflict, the City's Request for Proposal shall take precedence over the Consultant's Proposal.

3. The City's responsibility is described on Exhibit "C" attached hereto and incorporated herein by this reference.

PAYMENT TERMS

4. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of **\$574,683** in accordance with the payment terms provided on Exhibit "D" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

5. The Consultant shall commence services upon receipt of written direction to proceed from the City.

6. The Consultant shall perform the work described on Exhibit "A" in accordance with the schedule set forth in Exhibit "B" attached hereto and incorporated by this reference.

7. This Agreement shall be effective from effective date and shall continue in full force and effect date through **December 30, 2024**, subject to any earlier termination in accordance with this Agreement. The services of Consultant shall be completed in a sequence assuring expeditious completion, but in any event, all such services shall be completed prior to expiration of this Agreement.

8. (a) The Consultant agrees that the personnel, including the principal Project

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0083**

Manager, and all subconsultants assigned to the Project by the Consultant, shall be subject to the prior approval of the City.

(b) No change in subconsultants or key personnel shall be made by the Consultant without written prior approval of the City.

SPECIAL PROVISIONS

9. It is understood and agreed that the Consultant is, and at all times shall be, an independent consultant and nothing contained herein shall be construed as making the Consultant or any individual whose compensation for services is paid by the Consultant, an agent or employee of the City, or authorizing the Consultant to create or assume any obligation or liability for or on behalf of the City.

10. The Consultant may also retain or subcontract for the services of other necessary consultants with the prior written approval of the City. Payment for such services shall be the responsibility of the Consultant. Any and all subconsultants employed by the Consultant shall be subject to the terms and conditions of this Agreement, except that the City shall have no obligation to pay any subconsultant for services rendered on the Project.

11. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement.

12. The Consultant shall comply with applicable federal, state, and local laws in the performance of work under this Agreement.

13. To the extent required by controlling federal, state and local law, Consultant shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Subject to the foregoing

**AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 801 0083**

and during the performance of this Agreement, Consultant agrees as follows:

(a) Consultant will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

(b) Consultant will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Consultant shall ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Consultant's employment practices including, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

(c) Consultant will, in all solicitations or advertisements for employees placed by or on behalf of Consultant in pursuit hereof, state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual

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orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

(d) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall cause each subconsultant to also comply with the requirements of this Section 13.

14. Indemnification.

a. Design Professional Services. To the fullest extent permitted by law, including but not limited to Civil Code Section 2782.8, in performing “design professional services” as defined in Section 2782.8, the Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any person, including injury to the Consultant's employees and all claims which arise from or are connected with the negligent, reckless, or willful misconduct in the performance of or failure to perform the work or other obligations of the Consultant under this RFP and/or related Agreement, or are caused or claim to be caused by the negligent acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence, active negligence, or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees; and does not apply to any passive negligence of City unless caused at least in part by Consultant.

b. Non-Design Professional Services. For all non-design professional services, Consultant shall indemnify, defend, and save the City, the Moreno Valley Community Services District (CSD), and the Moreno Valley Housing Authority (MVHA), their officers, agents and employees harmless from any and all liability, claims, demands, damages, or injuries to any

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person, including injury to the Consultant's employees and all claims which arise from or are connected with the performance of or failure to perform the work or other obligations of the Consultant, or are caused or claim to be caused by the acts of the Consultant, its officers, agents or employees, or its subconsultant(s) or any person acting for the Consultant or under its control or direction; provided, however, that this indemnification and hold harmless shall not include claims arising from the sole negligence or willful misconduct of the City, MVHA, and CSD, their officers, agents or employees.

c. If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subconsultant to indemnify, hold harmless and defend City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph.

d. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, Consultant shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.

15. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of Consultant as an independent Consultant of City and agents and employees of Consultant , and not as agents or employees of City. Consultant and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find

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that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.

16. CalPERS Retiree Disclosure. Consultant hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Consultant who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by Consultant to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.

Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, Consultant shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either Consultant or City files an appeal or court challenge, Consultant and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

This section shall survive termination or expiration of this Agreement.

17. Insurance.

(a) Throughout the life of this Agreement, Consultant shall pay for and maintain in full force and effect all insurance as required in Exhibit "E" or as may be authorized in writing by the City Manager or his/her designee at any time and in his/her sole discretion.

(b) If at any time during the life of the Agreement or any extension, Consultant or any of its subconsultant fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments

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due or that become due to Consultant shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Consultant of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by Consultant shall not be deemed to release or diminish the liability of Consultant, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Consultant. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Consultant, its principals, officers, agents, employees, persons under the supervision of Consultant, vendors, suppliers, invitees, consultants, sub-consultants, subconsultants or anyone employed directly or indirectly by any of them.

(d) Upon request of City, Consultant shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

(e) If Consultant should subcontract all or any portion of the services to be performed under this Agreement, Consultant shall require each subconsultant to provide insurance protection in favor of City and each of its officers, officials, employees, agents and

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volunteers in accordance with the terms of this section, except that any required certificates and applicable endorsements shall be on file with Consultant and City prior to the commencement of any services by the subconsultant.

18. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

19. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California. Consultant and all of Consultant's subcontractors, if any, shall pay each employee engaged in all applicable trades or occupation not less than the prevailing hourly wage rate for work of a similar character in the locality in which the public work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In accordance with the provisions of Section 1770 of the California Labor Code ("Labor Code"), the Director of Department of Industrial Relations of the State of California has determined the general prevailing rates of wages and employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in Labor Code Section 1773.8, apprenticeship or other training programs authorized by Labor Code Section 3093 and similar purposes applicable to the work to be done. Said wages are available through the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov/dlsr/PWD/index.htm> and are on file at City Hall, as provided in Section 1773.2 of the Labor Code. Said rates shall be posted at the Project site where work is to be performed, in accordance with Labor Code Section 1773.2. Consultant shall access a copy of the wage rate determination and shall make all subcontractors, if any, aware of the

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determination. As the wage determination for each craft reflects an expiration date, it shall be the Consultant's responsibility to ensure that the prevailing wage rates of concern are current and paid. Subject to the safe harbor provisions of Labor Code Section 1775, Consultant shall forfeit to the City an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, as set by the Labor Commissioner in accordance with the terms of Labor Code section 1775, for each laborer, workmen or mechanics employed that is paid less than the general prevailing rate of wages herein referred to and stipulated for any work done under the proposed contract, by him, or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1770 to 1781 inclusive. Consultant and any and all or its subcontractors shall forfeit to the City twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code. In the event the total cost of the Project is thirty thousand dollars (\$30,000.00) or more, Consultant shall further comply with provisions set forth in Labor Code Section 1777.5 pertaining to employment of properly registered apprentices, including without limitation the obligation to (i) pay employed apprentices the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of craft or trade to which he or she is registered; (ii) employ apprentices in at least the ratio as set forth in said section; (iii) submit contract award information to an applicable apprenticeship program; and (iv) contribute to California Apprenticeship Council.

Consultant and all subcontractors hired to perform any work under the Project shall keep accurate payroll records, including the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per

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diem wages paid to each worker, in accordance with Section 1776 of the Labor Code. Payroll records shall be on forms provided by the Division of Labor Standards Enforcement (“DLSE”) or in a manner containing the same information as the forms provided by the DLSE. Failure to comply with the above may result in monetary penalties to the Consultant or affected subcontractor. Payroll records shall be verified by written declaration made under penalty of perjury, that the information contained in the records is true and correct. Consultant and any and all subcontractors shall make a certified copy of all payroll records available for inspection by DLSE, the City or any member of the public and otherwise provide certified copies of such records to any of the foregoing within ten (10) days of Consultant’s and subcontractor’s receipt of written request therefor. Failure to comply with the above may result in monetary penalties, in accordance with Labor Code Section 1776(d) and (h).

Notwithstanding anything else to the contrary, Consultant hereby acknowledges that all contractors and subcontractors must be registered with the Department of Industrial Relations (“Department”) pursuant to Labor Code Section 1725.5 in order to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract, including this Agreement, that is subject to the payment of prevailing wages. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. In accordance with Section 3700 of the Labor Code, Consultant must secure payment of compensation to all Consultant’s employees. Consultant represents and warrants that Consultant is registered with the Department in the manner prescribed by the Department and has paid the requisite application fee, as required by Labor Code Section 1725.5. Moreover, prior to Consultant entering into any contracts with any subcontractor, Consultant shall obtain proof that all such subcontractors have also registered with the Department in accordance with Section 1725.5.

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20. (a) The Consultant shall deliver to the [Public Works Director/City Engineer of the City or his designated representative](#), fully completed and detailed project-related documents which shall become the property of the City. The Consultant may retain, for its files, copies of any and all material, including drawings, documents, and specifications, produced by the Consultant in performance of this Agreement.

(b) The Consultant shall be entitled to copies of all furnished materials for his files and his subconsultants, if any.

(c) The City agrees to hold the Consultant free and harmless from any claim arising from any unauthorized use of computations, maps, and other documents prepared or provided by the Consultant under this Agreement, if used by the City on other work without the permission of the Consultant. Consultant acknowledges that Consultant work product produced under this agreement may be public record under State law.

21. (a) This Agreement shall terminate without any liability of City to Consultant upon the earlier of: (i) Consultant's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against Consultant; (ii) 10 calendar days prior written notice with or without cause by City to Consultant; (iii) City's non-appropriation of funds sufficient to meet its obligations hereunder during any City fiscal year of this Agreement, or insufficient funding for the Project; or (iv) expiration of this Agreement. The written notice shall specify the date of termination. Upon receipt of such notice, the Consultant may continue services on the project through the date of termination, provided that no 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 Consultant within thirty (30) days after the date of termination for all non-objected to services performed by the Consultant in accordance herewith

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through the date of termination. Consultant shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

(b) In the event of termination due to failure of Consultant to satisfactorily perform in accordance with the terms of this Agreement, City may withhold an amount that would otherwise be payable as an offset to, but not in excess of, City's damages caused by such failure. In no event shall any payment by City pursuant to this Agreement constitute a waiver by City of any breach of this Agreement which may then exist on the part of Consultant, nor shall such payment impair or prejudice any remedy available to City with respect to the breach.

(c) Upon any breach of this Agreement by Consultant, City may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic and incidental damages for the breach of the Agreement. If it is determined that City improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

(d) Consultant shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of Consultant and without its fault or negligence such as, acts of God or the public enemy, acts of City in its contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. Consultant shall notify City in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, and shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to Administrator of the cessation of such occurrence.

22. This Agreement is binding upon the City and the Consultant and their successors

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and assigns. Except as otherwise provided herein, neither the City nor the Consultant shall assign, sublet, or transfer its interest in this Agreement or any part thereof without the prior written consent of the other.

23. A City representative shall be designated by the City and a Consultant representative shall be designated by the Consultant. The City representative and the Consultant representative shall be the primary contact person for each party regarding performance of this Agreement. The City representative shall cooperate with the Consultant, and the Consultant's representative shall cooperate with the City in all matters regarding this Agreement and in such a manner as will result in the performance of the services in a timely and expeditious fashion.

24. This Agreement represents the entire and integrated Agreement between the City and the Consultant, and supersedes all prior negotiations, representations or Agreements, either written or oral. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties.

25. Where the payment terms provide for compensation on a time and materials basis, the Consultant shall maintain adequate records to permit inspection and audit of the Consultant's time and materials charges under this Agreement. The Consultant shall make such records available to the City at the Consultant's office during normal business hours upon reasonable notice. Nothing herein shall convert such records into public records. Except as may be otherwise required by law, such records will be available only to the City. Such records shall be maintained by the Consultant for three (3) years following completion of the services under this Agreement.

26. The City and the Consultant 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

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parties without the prior written consent of both parties.

27. (a) Consultant shall comply, and require its subconsultants to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Consultant shall provide a written opinion of its legal counsel and that of any subconsultant that, after a due diligent inquiry, Consultant and the respective subconsultant(s) are in full compliance with all laws and regulations. Consultant shall take, and require its subconsultants to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Consultant shall immediately notify City of these facts in writing.

(b) In performing the work or services to be provided hereunder, Consultant shall not employ or retain the services of any person while such person either is employed by City or is a member of any City council, commission, board, committee, or similar City body. This requirement may be waived in writing by the City Manager, if no actual or potential conflict is involved.

(c) Consultant represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefits hereunder.

(d) Neither Consultant, nor any of Consultant's subconsultants performing any services on this Project, shall bid for, assist anyone in the preparation of a bid for, or perform

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any services pursuant to, any other contract in connection with this Project unless fully disclosed to and approved by the City Manager, in advance and in writing. Consultant and any of its subconsultants shall have no interest, direct or indirect, in any other contract with a third party in connection with this Project unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City Manager under this provision, Consultant shall remain responsible for complying with Section 25(a), above.

(e) If Consultant should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Consultant shall include the provisions of this Section 25 in each subcontract and require its subconsultants to comply therewith.

(f) This Section 25 shall survive expiration or termination of this Agreement.

28. All Plans, drawings, Specifications, reports, logs, and other documents prepared by the Consultant in its performance under this Agreement shall, upon completion of the project, be delivered to and be the property of the City, provided that the Consultant shall be entitled, at its own expense, to make copies thereof for its own use.

29. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall also govern the interpretation of this Agreement. Venue shall be vested in the Superior Court of the State of California, County of Riverside.

30. Consultant expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of

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executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

Initials

This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under the California Public Employees’ Retirement System (CalPERS) that are only afforded to employees and not independent contractors. Consultant further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.

Consultant hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Consultant who are retirees under the California Public Employees’ Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, which may provide services to City under the Agreement, prior to such person performing any services thereunder. Nothing herein shall be deemed or interpreted to limited a CalPERS retiree’s obligations under applicable law, rules or regulations.

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

IMS Infrastructure Management Services

BY: _____
City Manager

BY: _____

Name: _____

Date

TITLE: _____
(President or Vice President)

Date

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Public Works Director/City Engineer
_____ Date

BY: _____

Name: _____

TITLE: _____
(Corporate Secretary)

Date

- Enclosures:
- Exhibit "A" – City Scope of Services
 - Exhibit "B" – Consultant Proposal
 - Exhibit "C" – City Services
 - Exhibit "D" – Terms of Payment
 - Exhibit "E" – Insurance Requirements

Attachment: Agreement with IMS_Project 801 0083 (6325 : AUTHORIZATION TO AWARD AN AGREEMENT FOR PROFESSIONAL CONSULTANT

EXHIBIT "A"

REQUEST FOR PROPOSAL

2023-017 / 801 0083

2024 PAVEMENT MANAGEMENT SYSTEM UPDATES AND ROADWAY ASSET DATA COLLECTION SERVICES (OPTIONAL)

City of Moreno Valley
14177 Frederick St.
Moreno Valley, CA 92552



RELEASE DATE: August 3, 2023

DEADLINE FOR QUESTIONS: August 18, 2023

RESPONSE DEADLINE: August 24, 2023, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/morenovalley>

City of Moreno Valley
REQUEST FOR PROPOSAL

2024 Pavement Management System Updates and Roadway Asset Data
Collection Services (Optional)

- I. Notice to Bidders
- II. Due Date and Time
- III. Proposal Content
- IV. Prospective Bidder Qualifications
- V. Submission of Proposals
- VI. Evaluation Phases
- VII. Award
- VIII. Special Terms and Conditions
- IX. Scope of Work
- X. Vendor Questionnaire.....

Attachments:

- A - Attachment D - Non-Collusion Affidavit
- B - Attachment B - Sample Certificate of Insurance and Requirements
- C - Attachment C - Sample Consultant Agreement
- D - Attachment D - Moreno Valley City Council District Map

Attachment: Agreement with IMS_Project 801 0083 (6325 : AUTHORIZATION TO AWARD AN AGREEMENT FOR PROFESSIONAL CONSULTANT

1. NOTICE TO BIDDERS

1.1. Summary

The City of Moreno Valley is seeking a qualified consultant firm with in-depth experience to perform updates to its current Pavement Management System (“PMS”). The City desires to maintain an updated PMS to be eligible for applying and receiving federal and state funding for pavement rehabilitation and maintenance. The City uses the PMS to prioritize streets for rehabilitation and preventive maintenance, as well as formulating and forecasting future budgets and developing plans to maximize the utilization of limited available public funds in maintaining the street network.

The City completed a PMS Update in 2018 for its street network consisting of approximately 133 street centerline miles of arterials, 34 miles of collectors, and 323 miles of local streets. Currently the City PMS is utilizing the current version of MicroPaver and Geographic Information System (GIS); however, the City is open for the utilization of other PMS software that is user/GIS friendly and would be compatible with other infrastructure asset management/maintenance.

1.2. Background

Moreno Valley was incorporated in 1984 as a General Law City, merging the communities of Moreno, Sunnymead and Edgemont. The City operates under a Council-Manager form of government. The City Council is comprised of an elected Mayor and four Council Members elected by district. The City has a committed customer-service oriented workforce comprised of more than 450 employees who provide a wide-range of municipal services including Public Works, Economic Development, Community Development, Parks and Community Services, Financial and Management Services and Library services. The City contracts with Riverside County for Police and Fire services.

1.3. Timeline

RFP Release Date	August 3, 2023
Questions & Answer Deadline	August 18, 2023, 2:00pm
Proposal Due Date	August 24, 2023, 2:00pm

2. DUE DATE AND TIME

Proposals for the RFP, as described herein, will be received electronically via the City of Moreno Valley's on-line bid management portal OpenGov <https://procurement.opengov.com/portal/morenovalley>, **until Thursday, August 24, 2023, 2:00 p.m.** Any changes to this RFP are invalid unless specifically modified by the City of Moreno Valley and issued as a separate addendum document. Should there be any question as to changes to the content of this document; the City's copy shall prevail. It is the prospective bidder's sole responsibility to ensure that their proposal, inclusive of any or all addenda, is uploaded to the proper place at the proper time. Any proposal received after the scheduled closing time for receipt of proposals will not be considered.

Proposals must be submitted electronically via the City of Moreno Valley e-Procurement System, OpenGov, as set forth in this RFP document. Unless otherwise specified, proposals submitted by any other method such as hard copy, fax, or e-mail will be disqualified.

Proposals may be withdrawn on the OpenGov vendor portal prior to the scheduled submittal time and date for receipt of proposals.

Prospective bidder's are encouraged to not wait until deadline to submit proposals, as system-related questions may arise.

All questions, technical, commercial, or contractual in nature shall be directed to the Q&A section on the e-Procurement System, OpenGov. No phone calls will be allowed. Contact of the City of Moreno Valley personnel directly regarding this RFP is prohibited and may be grounds for elimination from the selection process. All questions regarding this RFP must be submitted through OpenGov no later **than Friday, August 18, 2023, 2:00 PM.** Bidders experiencing any technical difficulties with the bid submission process may contact OpenGov at (650) 336-7167 or utilize the chat bubble in the system. Neither the City, nor OpenGov, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

3. PROPOSAL CONTENT

Technical Proposal shall include, but not be limited to, the following items:

- A. Proposer's approach and understanding of all necessary tasks and steps involved in completing the required services.
- B. A detailed work plan to reflect the methods and procedures that the proposer intends to use to provide the required services. The scope of services outlined in this RFP is only provided as a guide and does not include all the tasks as required to complete the work.
- C. A list of deliverables.
- D. Procedures for perform Quality Assurance and Quality Control (QA/QC) on data collection and updates, analysis, and results.
- E. Related experience including relevant experience date, name of agency, and Reference name/contact information.
- F. A resource allocation matrix (exclude cost info).
- G. Completed form as required.

General

- A. Proposal Format: A prospective bidder must follow the instructions for preparing the proposal in the prescribed format. Section tabs must be utilized in the proposal following the same order of the RFP.
- B. General Terms and Conditions: Except as otherwise indicated herein, City's General Terms and Conditions govern rules and definitions of this RFP.
- C. Right to Reject Proposals: City reserves the right to reject any and all proposals, to waive any non-material irregularities or informalities in any proposal, and to accept or reject any item or combination of items.
- D. Execution of Agreement: If a prospective bidder is not able to execute an agreement within 10 days after being notified of selection, City reserves the right to select the next most qualified bidder or call for new proposals, whichever City deems most appropriate. (Sample template of agreement is attached).
- E. Incorporation of RFP/Proposal: This RFP and the firm's response, including all promises, warranties, commitments, and representations made in the successful proposal will become binding contractual obligations and will be incorporated by reference in any agreement between City and prospective bidder.

- F. Authorized Signatories: Company personnel signing the cover letter of the proposal or any other related forms submitted must be authorized signers with the requisite authority to represent their firm and to enter into binding contracts.
- G. Validity of Proposals: Proposed services and related pricing contained in the proposal must be valid for a period of 60 Days after the due date.

If your firm is qualified and would like to be considered, please submit a formal proposal addressing the following items:

Executive Summary

1. Provide a cover letter of your company's information including:
 - A. Company's full legal name, address, phone, fax, email, website;
 - B. Prior company names (if any);
 - C. Organizational structure (corp., LLC, etc.);
 - D. Names and titles of the principal owner(s);
 - E. Person(s) authorized to make commitments for your company;
 - F. Company history, experience (brief), and years in business;
 - G. Current number of employees, key personnel;
 - H. Limit this section to a maximum of one page

Professional Team Assignments

- A. Note any key personnel who are expected to remain in service until completion of the project.
- B. Provide detail regarding the team to be assigned for these services.
- C. Provide resumes of all team members.
- D. Provide an organizational chart of all team members, titles, and a very brief description of their relevant responsibilities.
- E. Limit this section to a maximum of two pages plus resumes and org chart.

Cost Proposal

- A. Cost Proposal that includes all costs associated with the delivery of this 2024 Pavement Management System Updates services, including costs for the optional services for Roadway Asset Data Collection. The costs for the optional services for Roadway Asset Data Collection shall be listed in a separate table and labeled as "Optional Cost", and the cost for each of the asset type (sidewalks, traffic signs, curb ramps, pavement markings, pavement striping, curb markings, and driveway aprons) shall be listed separately.

- B. A rate schedule aligned with titles in the resource allocation matrix in Technical Proposal.
- C. The general Scope of Services outlined herein is only provided as a guide in this Request for Proposal.
- D. Itemized tasks and corresponding costs must be identical to the detailed Scope of Services included as part of the Proposer's Technical Proposal.

Response Template

- A. Provide thorough responses with sufficient detail to enable City to evaluate your understanding of City's requirements, the suitability of your services and/or product(s) to meet City's requirements, the strength of your work plan, previous experience, and available resources.
- B. Note these responses carry significant weight in City's evaluation of your proposal to provide and implement requested services.
- C. Limit this section to a maximum of twenty (20) pages.

Required Forms*

- A. Attachment A - Non-Collusion Affidavit

* *Note this form is provided by City.*

Proposal Format

- Electronic only: searchable document
- White paper, 8-½ x 11, page numbered
- Typed, black print, approximately 11-12 point font
- Free from excessive graphics or excessive photos

Consultant's Proposal and Compensation

The Consultant's Proposal shall be no more than twenty (20) pages, excluding an Executive Summary page, dividers, resumes and certificates. Proposals failing to provide sufficient information and assurances of performance to accurately assess each category of the required services and failing to comply with requirements and conditions of the RFP will not be given further consideration. The Consultant's Proposal shall include the following required statements:

- A. A statement that this RFP shall be incorporated in its entirety as a part of the Consultant's Proposal.
- B. A statement that this RFP and the Consultant's Proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.

- C. A statement that the Consultant's Services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL."
- D. A single and separate section with the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL" (if needed) containing a complete and detailed description of all of the exceptions to the provisions and conditions of this Request for Proposal upon which the Consultant's Proposal is contingent and which shall take precedent over this RFP.
- E. A statement of qualifications applicable to this project including the names, qualifications and proposed duties of the Consultant's Staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses and telephone numbers of the appropriate persons whom the City could contact. If one or more of the Consultant's staff should become unavailable, the Consultant may substitute other staff of at least equal competence only after prior written approval by the City.
- F. A resource allocation matrix must be submitted with the Proposal. The resource allocation matrix must list detailed tasks in rows and the appropriate individual (Job Title Only) as well as the number of hours that these individuals will be working on each task listed, will be included in adjacent columns. The resource allocation matrix and the project design schedule are required of both the primary consultant, as well as any sub-consultant. In addition, the applicable construction support services consultant must list the type and number or hours of geotechnical tests being proposed, as well as the type and number of hours of inspection or survey work within the Proposal. Failure to do so will result in the Consultant's Proposal being deemed incomplete and it will not receive further consideration. The construction support services Consultant is not required to provide a Project Schedule with milestones.
- G. A statement of sub-consultant's (include relief personnel) qualifications applicable to this project including the names, qualifications and proposed duties of the sub-consultant's staff to be assigned to this project; a listing of recent similar projects completed including the names, titles, addresses, and telephone numbers of the appropriate persons whom the City could contact.
- H. A statement that the Consultant acknowledges and understands that the Consultant will not be allowed to change the sub-consultant without written permission from the City.
- I. A statement that all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.
- J. A statement that the Consultant will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

- K. A statement that the Consultant will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.
- L. A copy of the Consultant's hourly rate schedule and a statement that said hourly rate schedule is part of the Consultant's Proposal for use in invoicing for progress payments and for extra work incurred that is not part of this RFP. An itemized cost breakdown for the work described herein must be submitted in a separate file, entitled Cost file, as part of the Consultant's Proposal submittal. All extra work will require prior approval from the City.
- M. A statement that the Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- N. A statement that all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.
- O. A statement that the Consultant shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.
- P. A statement that the Consultant shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.
- Q. A statement that the Consultant shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.
- R. A statement that the Consultant offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

4. PROSPECTIVE BIDDER QUALIFICATIONS

Prospective Bidder Qualifications

The intent of this RFP is to evaluate the proposals, determine the prospective bidder's that are in the competitive range, and select proposers that will provide the most cost-effective and professional services for City.

Minimum Qualifications:

- A. Have at least five (5) years of experience conducting the specific type of services required herein and have experience with at least three other clients performing like services as described herein or have performed satisfactory work for City within the past three years.
- B. Be capable of providing the required services beginning in October 2, 2023, work will be conducted during normal work hours, Monday to Friday 8:00 am to 5:00 pm.
- C. Maintain current certifications: Applicable Certification to Perform Pavement Condition Reviews and PCI Analysis
- D. Obtain and maintain at all times during the term of the Agreement all professional and/or business licenses, certifications and/or permits necessary for performing the services described in this RFP, including a City of Moreno Valley business license.
- E. Consultant will obtain insurance naming the City as additional insured prior to execution of the Agreement. See Attachment B
- F. Comply with all local, state and federal laws, rules, and regulations applicable to the services required herein.
- G. Have the necessary resources, knowledge, skills, experience, and the like to provide the required services.
- H. Have financial stability and the necessary financial resources to provide the required services.
- I. Demonstrate the requisite technical proficiency. Only Providers with verifiable 2024 Pavement Management System Updates and Roadway Asset Data Collection Services (Optional) experience will be considered for award.

5. SUBMISSION OF PROPOSALS

Written responses to the RFP must be prepared as specified in proposal content, as to form, content, and sequence. No changes to responses may be made after the submittal deadline.

- The Proposal for 2024 Pavement Management System Updates and Roadway Asset Data Collection Services (Optional) for the City of Moreno Valley Public Works/ Capital Projects shall be uploaded to OPENGOV on or before, but no later **than August 24, 2023 at 2:00PM**. Any responses received after this time will not be considered by the City.
- The response shall be signed by an officer, or officers, authorized to execute legal documents on behalf of the respondent.

The City reserves the right to waive informalities in any proposal, to reject any or all proposals, to reject one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations, and to make awards to the Consultants whose proposal is most beneficial to the needs of the City. Bidders are solely responsible for on time submission of their electronic bid. The City will only consider bids that have been transmitted successfully and have been issued an ebid confirmation number with a time stamp from the Bid Management System indicating that the bid was submitted successfully. Transmission of bids by any other means will not be accepted. Bidders shall be solely responsible for informing themselves with respect to the proper utilization of the bid management system, for ensuring the capability of their computer system to upload the required documents, and for the stability of their internet service. Failure of the bidders to successfully submit electronic bids shall be at the bidders' sole risk and no relief will be given for late and/or improperly submitted bids. Bidders experiencing any technical difficulties with the bid submission process may contact OpenGov at (650) 336-7167 or utilize the chat bubble in the system. Neither the City, nor OpenGov, makes any guarantee as to the timely availability of assistance, or assurance that any given problem will be resolved by the bid submission deadline.

6. EVALUATION PHASES

Evaluation Criteria

In accordance with the Chapter 3.12 PURCHASING City Municipal Code's objective of selecting the most qualified consultant at a fair and reasonable cost, a Review Board, composed of appropriate staff representatives and/or qualified outside representatives, will review the proposals received and select the most qualified firms. Review Board shall rank the prospective bidder's based upon the following criteria:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	The Firm's General Experience and Qualification Information	Points Based	20 <i>(20% of Total)</i>
2.	Experience of Key Personnel	Points Based	20 <i>(20% of Total)</i>
3.	Project Approach/Understanding	Points Based	60 <i>(60% of Total)</i>

7. AWARD

Award

- A. After conclusion of the above Evaluations, a Notification of Intent to Award may be sent to any prospective bidder's selected. City may make multiple awards. The City Council has the authority to award the contract.
- B. Award is contingent upon the successful negotiation of final contract terms and the approval of City. Negotiations shall be confidential and not subject to disclosure to competing prospective bidder's unless an agreement is reached. If contract negotiations cannot be concluded successfully, City may negotiate a contract with the next best qualified prospective bidder's or withdraw the RFP. In the event City does not approve the recommendation to award, the RFP may be cancelled without any cost or obligation of City.
- C. not applicable
- D. Prices are firm fixed prices during each contract period.
- E. Prices shall be negotiated for each mutually exercised optional renewal period.

8. SPECIAL TERMS AND CONDITIONS

Termination

- A. If, in the opinion of the City of Moreno Valley, Provider fails to perform or provide prompt, efficient service, the City must have the right to terminate or cancel the Agreement upon 5-day's written notice, and pay Provider for the value of the actual work satisfactorily performed to the date of termination.
- B. The City of Moreno Valley must have the right to terminate or cancel the Agreement upon 30-day's written notice without cause and pay Provider for the value of actual work satisfactorily performed to the date of termination.
- C. These rights are in addition to any other rights that City may have available.

Public Employees Retirement Law (CalPERS)

- A. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, CONTRACTOR shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- B. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of CONTRACTOR as an independent contractor of City and agents and employees of CONTRACTOR, and not as agents or employees of City. CONTRACTOR and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.
- C. CalPERS Retiree Disclosure. CONTRACTOR hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for CONTRACTOR who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to City approval, assigned by CONTRACTOR to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.
- D. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees,

CONTRACTOR shall within five days and share all communications and documents from CalPERS that it may legally share. In the event that either CONTRACTOR or City files an appeal or court challenge, CONTRACTOR and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

9. SCOPE OF WORK

9.1. Scope of Services

Main Services: This project is to evaluate current conditions for all City-maintained streets (citywide) that includes arterials, collectors, and local streets; update the MicroPaver database; generate a new pavement condition index (PCI); generate a comprehensive PMS report; and update the City's GIS pavement layer. The Consultant's proposal shall address their approach and ability to provide manual work to complete required services. All personnel and equipment to update the PMS are to be provided in the proposal.

Optional Services: The City may include an optional service to collect data and build an inventory of roadway/right-of-way asset that include sidewalks, traffic signs, curb ramps, pavement traffic markings, curb markings, and driveway aprons. The asset inventory database could provide the City the overview, amounts, distribution, and conditions of roadway assets citywide. The inventory also could enable the City to develop short-term and long-term maintenance and/or replacement plans for the assets.

Project Meetings: Upon receiving a Notice to Proceed, the Consultant shall hold a kick-off meeting to discuss project details, scheduling, deliverables, and expectations with the City project manager and other entities involved. A project schedule shall be generated and submitted for quality control purposes that will include the Consultant periodically meeting with the City project manager for reviewing project status and resolving any issues that may arise. The project schedule shall be updated regularly to reflect the progresses of the project implementation.

Work History and New Street Updates: Various lists of street maintenance and repair work completed since the last PMS Updates, along with construction plans, will be provided by the City to the Consultant for compiling of work history and entering into the database. The Consultant shall also review new tract maps, aerial photos, and applicable documentation from City Land Development and the County Assessor to identify ALL new streets that have been recently accepted by the City into the maintained-network and to update the PMS system accordingly.

The Consultant shall review, audit, analyze as necessary the current City's network database and compare with latest aerial photos for accuracy and for ensuring all City-maintained streets are captured and included in the PMS with required attributes such as GIS/PMP linkage, street classification, limits, number of lanes, date of first construction, surface type, length, width, pavement surface area, work history if any, etc. and make any and all necessary changes for the database.

Pavement Condition Survey (PCS): Field surveys shall be conducted on all City-maintained streets in compliance with ASTM D6433 survey methodologies and accepted industry standards and include all distresses as defined by Army Corps of Engineers (ACOE), but not be limited to, longitudinal and transverse cracking, alligator cracking, raveling, rutting/corrugation, patching, block cracking, edge cracking, bleeding/flushing, etc. The PCS work shall identify the following areas of distress:

- Types of distress and failure.
- Severity of distress and failure
- Extent of distress and failure

The City considers semi-automated distress surveys utilizing a recognized Automated Distress Recording System (ADRES) to collect pavement conditions. This involves the utilization of video enhanced Laser Road Surface Tester (LRST) which includes the use of lasers, video imaging, and trained operator input to rate 100% of the roadway surface. This also requires the consultant perform walking surveys on 2% to 5% of the street sections to be determined by QA/QC team and/or City staff to verify results of LRST.

Semi-automated distress surveys work shall be performed on dry pavement and in light conditions favorable to distress detection. Along many streets there are mature and tall trees with shadows that may cover the entire pavement area and can affect LRST readings. Choosing the right time of the day with appropriate sun angle is critical for obtaining more accurate PCS data. In addition, the PCS work should be coordinated with street sweeping schedule to take advance of no parking on street sweeping day with minimal or no obstructions on pavement surface. Prior to performing PCS, the consultant shall review the street network, and all street segments in the network are to be routed to ensure the most efficient way for the survey team to capture accurate pavement data. The consultant shall minimize impact to City traffic during the data collection and shall obtain a no-fee permit to perform the work.

The Consultant shall perform a continuous objective pavement crack survey to measure the amount of transverse, longitudinal and alligator pavement cracking present. The Consultant shall classify pavement cracking according to the severity and extent of the cracking over the entire length of each pavement segment. The Consultant shall identify any areas that include poor construction of the original pavement installation or subsequent repairs; identify any open joints. The Consultant shall perform inspection of the entire pavement area and surrounding off-site areas, including, without limitation, adjacent intersecting pavement, roadways, and slopes that may influence or affect the pavement conditions.

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To better keeping track of the progresses made by field crew and performing QA/QC on their work, in the past PMS updates the City street network was divided into four (4) zones which

pretty much match the four (4) this districts of the City (see Attachment 1.) The same method can be applied for this project.

Inventory: The City's MicroPaver database has a street inventory, which stores such information as street widths, segment and lane lengths, number of lanes, classification, date and type of construction, date and type of last known surface treatment, etc. All data entered into the system must undergo quality control measures and any errors generated shall be corrected. The Consultant shall update any missing and/or obviously incorrect information in the database as a result of their field survey and review of work history records. The Consultant shall review the existing street segment database and modify the database (breaking up long segments or combining small segments together) as necessary to obtain a more manageable street segment inventory. The Consultant shall verify the existing street lengths and pavement widths during the field survey and update the database for consistency. In addition, all streets shall be classified in the database to be consistent with the City's circulation plan as included in the General Plan.

MicroPaver Database Update and Analysis: The pavement condition data shall be analyzed to obtain necessary information for the creation of the pavement performance curves and decision models. The Pavement Condition Index (PCI) shall be calculated for each pavement section of the streets based on ASTM D6433-11. The Consultant shall also include a provision in the proposal for quality control checks throughout the data entry process, as well as an explanation of the benefits of the quality control method that is employed.

The Consultant shall identify the type of maintenance or rehabilitation treatments required for each street segment and the estimated cost of these treatments.

Reporting and Submittals: A comprehensive report shall be prepared to include an executive summary suitable for an audience of managers or City Council members, a short discussion of the City's network and the PMS and methods of collecting and analyzing data, a PCI report, an inventory/condition analysis report, a work history report, an action forecast/maintenance report based on available budget and budget recommendations to maintain and improve existing overall PCI rankings, and all exhibits, tables, and maps supporting these reports. A draft report shall be submitted to the City for review and quality control prior to submitting the final report.

The final report shall be signed and sealed by a registered civil engineer. Three hard (3) copies and one (1) digital copy of the final comprehensive report shall be submitted to the City.

The Consultant shall submit the updated MicroPaver database and all related files to the City once it has been finalized.

PMS-GIS Layer Update: The Consultant shall make necessary modifications to the City’s existing PMS/GIS layer to reflect updated PCI values and corrections/updates to the City’s network. Roads not already present on the City’s existing PMS/GIS layer shall be identified and included as a part of this update. The final deliverable for this task shall be a PMS/GIS shapefile (.shp) that is compatible with latest version of ESRI’s ArcView software. The Consultant is required to coordinate with the City’s GIS Division for other requirements on the format of the electronic files/submittals.

Technical Support: The Consultant shall provide technical support to City staff in the preparation of the budget and Capital Improvement Plan, as well as responding to questions and inquiries related to the PMS Updates project or in making PMS presentation to the City Council. This is estimated to be five (5) full days of technical support.

9.2. Roadway Asset Data Collection (Optional Services)

Subject to budget availability, the City may request the Consultant to provide additional services to collect data and create inventory for the roadway/right-of-way assets and their associated attributes as shown below. The City reserves the right to include in the award contract the data collection services of all these assets, for some of them, or none of them.

Roadway asset data collection and inventory work utilizes the use of mobile street-level imagery capture device and an image processing application to extract information from the captured images. The extracted information is analyzed, and various asset attributes are identified and saved in GIS format.

All final deliverables/data of the assets shall be in GIS format (e.g., shapefile and feature class) and shall include the following attributes:

No.	Asset Type	GIS Feature Class	GIS Attributes
1	Sidewalks	Polyline	<ul style="list-style-type: none"> • Location (polyline centroid, latitude and longitude) • Width (estimate, in feet with no decimals) • Standard comments by data reviewers

2	Signs	Point	<ul style="list-style-type: none"> • Unique pole ID • Unique sign ID • Location (latitude and longitude) • Street address (in front of or nearest) • Type (warning, regulatory, guide, street name, misc.) • MUTCD code and description • Signpost type (support) • Post count (per Pole ID) • Sign count (per Pole ID) • Sign installation (per Pole ID vertically) • Sign width (estimate, in inches with no decimals) • Sign height (estimate, in inches with no decimals) • Sign mounting height (estimate, in feet with no decimals) • Sign text (if readable) • Sign facing direction (NB, SB, EB or WB) • Sign physical conditions (good, fair, or poor) • Standard comments/disclaimer by reviewers
3	Curb Ramps	Point	<ul style="list-style-type: none"> • Location (latitude and longitude) • Truncated domes (yes or no) • Missing curb ramp (yes or no) • Island passageway (yes or no) • Standard comments by data reviewers
4	Pavement Markings (Including Crosswalk)	Point	<ul style="list-style-type: none"> • Location (latitude and longitude) • MUTCD code and description • Type of crosswalk (conventional or continental) • Standard comments by data reviewers
5	Pavement Striping	Polyline	<ul style="list-style-type: none"> • Location (latitude and longitude) • Length (in feet with no decimals) • MUTCD code and description • Standard comments by data reviewers
6	Curb Markings	Polyline	<ul style="list-style-type: none"> • Location (latitude and longitude) • Length (in feet with no decimals) • Type • Color • Standard comments by data reviewers

7	Driveway Aprons	<ul style="list-style-type: none"> • Location (latitude and longitude) • Width (in feet with no decimals) • Standard comments by data reviewers
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It is generally assumed that all these assets are in the public right-of-way and unobstructed from the line-of-sight of the mobile imagery capture device. The Consultant may be required to run more than one pass on certain streets to capture all these assets within the public right-of-way depending on the width and classification of the streets.

The Consultant shall include in the proposal procedures and steps to perform QA/QC checks on the asset data collection and inventory for accuracy. The QA/QC manager, at a minimum, shall perform and document regular QA/QC checks on data collection equipment, the work of field technicians, work plans and procedures, collected data versus field visual verifications, and the completeness of the data.

The final deliverables for this roadway asset data collection work shall include:

- a. A single GIS database that contains all asset information as listed above.
- b. A technical memorandum summarizing all the work and processes in the asset data collection and inventory, along with recommendations for future asset data updates and asset condition inspections.
- c. All processed images from the data collection process.

9.3. [Project Schedule](#)

The City’s schedule for completing the PMS Update project is as follows:

Proposal Due Date:	August 24, 2023
Proposal Review and Award by:	September 2023
Kick-off Meeting:	September 2023
Office Database Preparation:	September to December 2023
Pavement Condition Survey:	January to June 2024
Field Asset Data Collection (optional):	January to June 2024
PCI Analysis and PMS Report:	March to September 2024
PMS/GIS Layer Updates:	May to October 2024
Asset Database Preparation/Report:	May to October 2024

10. VENDOR QUESTIONNAIRE

10.1. Please download the document below, complete, and upload.*

Please download the below documents, complete, and upload.

- [Attachment A - Non-Collusio...](#)

*Response required



Infrastructure Management Services
an ICC Company

Request for Proposals (RFP) for
**2024 Pavement Management System Updates
and Roadway Asset Data Collection Services**

2023-017 / 801 0083



August 24, 2023

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552



IMS Infrastructure Management Services, LP
 1750 S Los Feliz Drive, Suite 111
 Tempe, Arizona 85281
 (480) 839-4347
www.imsanalysis.com

August 24, 2023

City of Moreno Valley
 14177 Frederick St.
 Moreno Valley, California, 92552

Dear Selection Committee,

IMS Infrastructure Management Services, LP (IMS) is pleased to submit our response to the City's solicitation for the 2024 Pavement Management System Updates and Roadway Asset Data Collection Services.

IMS is an industry leader with 38 years of pavement and asset management experience. **Since our founding in 1985, we have provided services like those requested by the City to more than 1,000 municipalities across the United States and 50 in California.** This includes our current on-call engineering support contract with the City of San Diego.



Members of the IMS Pavement and Asset Management Technical Teams at our recent in-service training week.

Collectively, the IMS team brings nearly 350 years of pavement and asset management experience to the table, along with:

- Over 50 years of combined experience developing and implementing the PAVER™ pavement management system
- One of the largest fleets of pavement imaging systems available that allows us to deploy and complete projects quickly and efficiently
- The highest resolution 3D pavement imaging available with Laser Crack Measurement System (LCMS-2) technology
- End-to-end workflow that captures, processes, summarizes, and displays data in a web browser
- Consulting-led engagements backed by a team of full-time pavement engineers who design and manage every project's QC based on documented Data Quality Management Plans (DQMP)
- Pavement management system implementation services, modeling, and optimization services

We are confident that IMS will be an ideal partner for the City, and we look forward to working with the City's team on this project! As an authorized signatory for IMS, I hereby bind the firm to the commitments made in this submittal and have no additions or exceptions to the RFP. The official contact person for any questions regarding our submission and contract negotiations should IMS be selected is my colleague Mr. Jim Tourek. Jim may be contacted by phone at (480) 462-4030 or by email at jtourek@imsanalysis.com.

Best regards,

IMS Infrastructure Management Services, LP

Kurt Keifer, PhD, PE
 President | Principal Engineer
kkeifer@imsanalysis.com | (737) 900-6676

IMS Infrastructure Management Services, LP

We further certify:

That the RFP and IMS' proposal will jointly become part of the Agreement for Professional Consultant Services for this project when said Agreement is fully executed by the Consultant and the Mayor or City Manager of Moreno Valley.

That IMS' services to be provided, and fees therefore, will be in accordance with the City's RFP except as otherwise specified in the Consultant's Proposal under the heading "ADDITIONS OR EXCEPTIONS TO THE CITY'S REQUEST FOR PROPOSAL." (IMS makes no additions or exceptions to the City's request for proposal.)

That all charges for Consultant (construction) services is a "Not-to-Exceed Fee" which must include conservatively estimated reimbursable expenses, as submitted with and made a part of said Consultant's Proposal.

That IMS, as the consultant, will document and provide the results of the work to the satisfaction of the City. This may include preparation of field and final reports, or similar evidence of attainment of the Agreement objectives.

That IMS will immediately document and notify the City of any defects or hazardous conditions observed in the vicinity of the project site prior, during, or after the construction work.

That IMS will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

That all federal laws and regulations shall be adhered to notwithstanding any state or local laws and regulations. In a case of conflict between federal, state or local laws or regulations the strictest shall be adhered to.

That IMS shall allow all authorized federal, state, county, and City officials access to place of work, books, documents, papers, fiscal, payroll, materials, and other relevant contract records pertinent to this special project. All relevant records shall be retained for at least three years.

That IMS shall comply with the Davis-Bacon Fair Labor Standards Act (40 USC 276-a through a-7), and the implementation regulations issued pursuant thereto (29 CFR Section 1, 5), any amendments thereof and the California Labor Code. Pursuant to the said regulations, entitled "Federal Labor Standards Provisions," Federal Prevailing Wage Decision" and State of California prevailing wage rates, respectively.

That IMS shall comply with the Copeland Anti-Kickback Act (18 USC 874) and the Implementation Regulation (29 CFR 3) issued pursuant thereto, and any amendments thereof.

That IMS offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works or the subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Consultant, without further acknowledgment by the parties.

IMS Infrastructure Management Services, LP


Kurt Keifer, PhD, PE
President | Principal Engineer
kkeifer@imsanalysis.com | (737) 900-6676

Executive Summary

Founded in 1985, IMS Infrastructure Management Services, LP (IMS) has operated continuously as the premier municipal pavement and ROW asset management firm in the United States and Canada. IMS was the first firm to bring automated pavement evaluation to the North American market, and we have kept that innovative mindset by continuing to implement state-of-the-art data collection and processing technologies. **In May of 2022, IMS merged with International Cybernetics Company, LP (ICC).** ICC manufactures precision pavement testing hardware for government agencies, civil engineering firms, and roadway contractors globally. The combination of IMS and ICC yields decades of experience with pavement engineering and analysis, software development, automated data collection equipment manufacturing, and ROW mapping.

IMS is owned by:

- International Cybernetics Company, LP, and
- ICC Management, Inc.

The IMS team, comprised of 87 employees, includes ten engineers (six possessing PhDs), eight independently certified pavement raters, and 18 data and GIS technicians focused exclusively on pavement and ROW asset management. **In addition, 13 of our engineers and technicians are independently certified Pavement Condition Index (PCI) raters through the Orange County Transportation Authority's (OCTA) rigorous annual certification program.**

We offer the following pavement management services:

- Automated and semi-automated pavement condition assessments
- Non-destructive pavement testing and analysis
- Pavement management system implementation and training
- Pavement management plan development

In addition to pavement management services, IMS offers complementary services such as:

- ROW asset inventory development using 360-degree imagery and mobile Lidar
- Sidewalk and ADA compliance surveys
- Data visualization services using dashboards, StoryMaps, and web applications built on GIS

FIRM QUALIFICATIONS

- **38 years of experience** helping cities and counties assess, analyze, and manage pavements and ROW assets
- Extensive experience with more than **15 pavement and asset management systems**, including, StreetSaver, StreetLogix, VUEWorks, Cartegraph, Agile Assets, PAVER, Cityworks, Lucity, and others
- **Project teams led by Professional Pavement/Infrastructure Engineers**
- Successful project delivery for more than 1,000 municipalities across the United States
- Large fleet of state-of-the-art pavement data collection vehicles
- **QC/QA technicians independently certified through the OCTA for ASTM D6433 condition rating**
- Streamlined collection, processing, and data visualization using Unify™ software suite

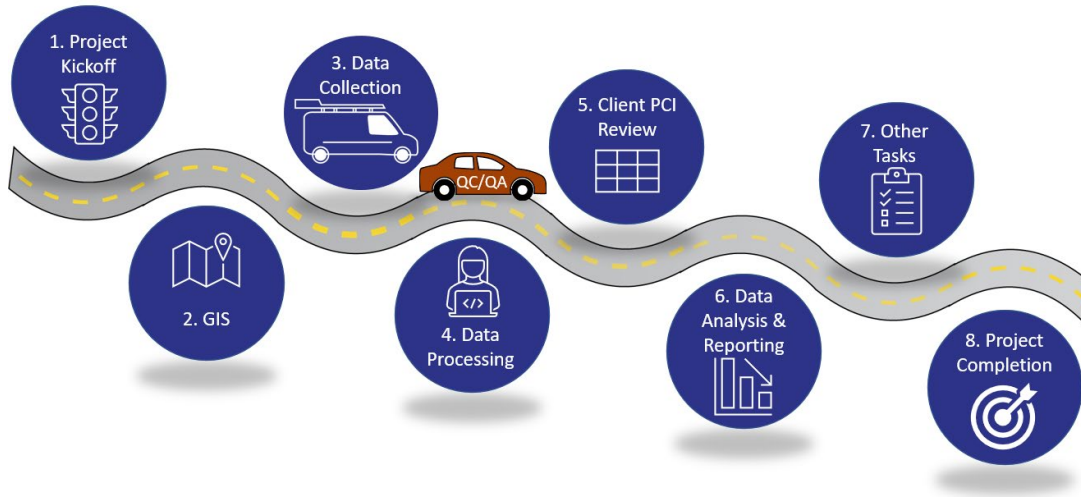
A. Project Understanding

We understand that the City desires to maintain an updated PMS to be eligible for applying and receiving federal and state funding for pavement rehabilitation and maintenance. We further understand that the City completed a PMS update in 2018 for its street network consisting of approximately 133 street centerline miles of arterials, 34 miles of collectors, and 323 miles of local streets. The current version of MicroPAVER (PAVER) and GIS are being utilized. We understand that the City is open to use other PMS software that is user/GIS-friendly and would be compatible with other infrastructure asset management/maintenance.

B. Detailed Work Plan

Task A. Project Management

IMS has standardized a project approach based upon our 38 years of pavement management experience and subsequent lessons learned. **We will use our automated ASTM D6433 Pavement Condition Index (PCI) survey approach for this project**, which provides comprehensive and objective data collected in the safety of a vehicle traveling at posted speeds. **Our project management approach is based on thorough planning, proactive schedule management, and effective communication**, which begins with a kickoff meeting. We will prepare the final project plan using the City’s feedback following kickoff. Our approach for pavement condition projects typically follows the eight steps shown in the figure below.



Status Meetings

At a minimum, we will schedule monthly routine check-in meetings to communicate the current project schedule, upcoming tasks, risks, and challenges. IMS will develop the meeting agenda and prepare succinct meeting minutes that catalog the items discussed, decisions made, and action items with a list of who will be responsible for completing each activity.

Enhancing PAVER with Easy Street Analysis by IMS

We recommend using Easy Street Analysis (ESA) for this project as a practical, project formulation enhancement to PAVER. We will load a sample data set, at no cost to the City, to demonstrate why it is such a popular approach for many of our



clients. ESA is a pavement management tool designed to provide our clients with easy access to the pavement condition data and analysis results almost immediately. It incorporates the concepts of cost-benefit analysis, critical-need year, logical projects, and is based on sound engineering principles. It provides substantial cost-savings over the duration of the contract and reduces the need to implement another license-based software package. Results can be visualized using both Esri GIS software and the new Excel-based mapping tools as an added benefit. ESA was engineered as a simple solution that eliminates the need for users to become pavement management software experts before they can leverage their survey results. It integrates the core analysis capabilities of some of the most powerful applications within a familiar Microsoft® Excel environment. Our interactive ESA spreadsheet is fully customizable to the needs of our clients and programmed to develop multi-year M&R plans built around practical prioritization techniques and financial optimization, typically as cost of deferral analyses.

Task B. Field Inspection

GIS Survey Mapping & Network Referencing

Data collection is unique in every jurisdiction. To facilitate a standard approach that yields deliverables tailored to our clients' needs, **we developed our Unify™ Software Suite that includes Drive™ for data collection, Connect™ for data processing, and Inform™ for online visualization.** Our comprehensive software suite relies on street centerline GIS data provided by the City to build all successive processes, which include calibration, collection, processing, analysis, and reporting.

We will review the City's road network GIS files that define the extents of the survey and compare them against existing pavement database street segments. If discrepancies exist, they will be noted and reviewed with the City before data collection begins. We will load the finalized road network into Drive™, which defines the pavement network segmentation and attribution to be collected, minimizing routing problems and location errors. The GIS files will include attributes such as road section ID, street name, street type, beginning and ending descriptions, and start and end references for each segment. Data collection will then take place using one of our road surface testers (RSTs). Upon completion of data collection, Connect™ is used to automatically extract data from the sensors on the RST and combine it with location information and imagery. The output from Connect™ may be uploaded to Inform™ for convenient visualization.

Pavement Condition Survey

Our two-person field crews will collect both outward facing and downward facing pavement imagery, using an RST equipped with second generation Laser Crack Measurement System (LCMS-2) 3D pavement imaging technology. The LCMS-2 system is the highest resolution 3D pavement scanning technology available. The 3D cameras can detect one-millimeter-wide cracks and full-lane-width rutting, as required by ASTM D6433, on the pavement surface at speeds up to 65 mph.

Pavement surface distresses including alligator cracking, block cracking, rutting, raveling, reflective cracking, loss of section, bleeding, edge distress, and patched areas as well as ROW imagery will be collected on a segment-by-segment basis, with each distress being captured by type, extent, and severity as outlined in ASTM D6433. The data and imagery collected is linked to the City's existing GIS data. Pavement data collection and imagery surveys are expected to progress at a rate of between 30 and 50 miles per day.

IMS' LCMS-2 systems detect rutting on asphalt roadways using laser measurements of transverse profiles that are collected continuously as the RSTs drive at normal traffic speed. With more than 4,000 measurement points collected per transverse profile and sub-millimeter vertical accuracy, the LCMS-2 can define transverse profiles with a high level of precision, accuracy, and repeatability. Once all the transverse profiles are collected for a roadway, IMS determines the rut area and the deepest (or maximum) rut depth for each segment. The severities are determined based on maximum rut depth thresholds that are specified in ASTM D6433.

IMS processes the collected data using Connect™, a combination of advanced analytical tools, and QC/QA checks to determine accurate and repeatable PCI values for each roadway segment. Furthermore, we deliver our PCI ratings and supporting data (inventory, distress, rutting, and roughness information) in both spreadsheet and GIS formats for easy review. The data that we provide may be used immediately for decision making or be imported into pavement management software for additional analysis and reporting.

Rutting and Roughness

IMS' LCMS-2 systems detect rutting on asphalt roadways using laser measurements of transverse profiles that are collected continuously as the RSTs drive at normal traffic speed. With more than 4,000 measurement points collected per transverse profile and sub-millimeter vertical accuracy, the LCMS-2 can define transverse profiles with a high level of precision, accuracy, and repeatability. Once all the transverse profiles are collected for a roadway, IMS determines the rut area and the deepest (or maximum) rut depth for each segment. These values, as well as width of rut and color coding, can be seen in the LCMS-2 laser image to the right. Orange represents high severity rutting, while yellow represents moderate severity rutting. The severities are determined based on maximum rut depth thresholds that are specified in ASTM D6433.

Pavement roughness is evaluated by measuring the accumulated difference in the vertical displacement of a road surface, independent of chassis response, over a prescribed road length (longitudinal profile). Roughness is typically reported following the International Roughness Index (IRI) index, which is calculated in real time from continuous longitudinal profile data collected by the RST's ASTM Class 1 IrisPRO™ pavement profiler. To determine the longitudinal profile, data is simultaneously obtained in compliance with ASTM E950 from three devices: a pulse transducer-based distance-measuring instrument (DMI), high-speed RoLine™ lasers, and an accelerometer.

Task C. Prioritized Project List and 5-Year Pavement Management Plan

Easy Street Analysis

Next, the condition data is loaded into ESA, maintaining consistency with the existing City's ID nomenclature. The condition results are further analyzed by IMS engineers to develop the City's 10-year pavement management plan (PMP). IMS configures the ESA pavement management modules to seamlessly integrate with GIS using a one-to-one relationship and engineers the application to support the user in generating fiscally sound management decisions through cost benefit analysis that can include structural characteristics of the street. By incorporating key elements of a cost-benefit analysis into the operating parameters, we can develop an analysis to meet the changing needs of the City.

GIS Database

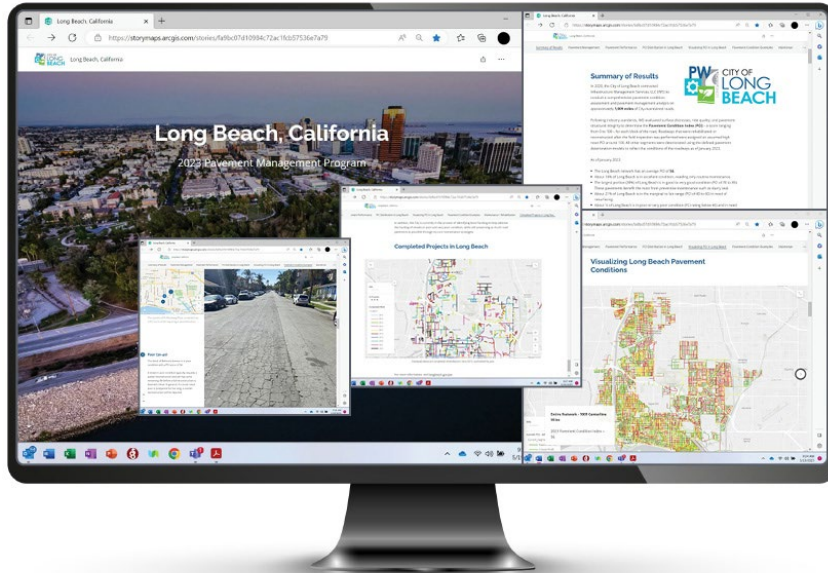
The IMS GIS team, comprised of five (5) GIS technicians and analysts, has extensive experience segmenting/re-segmenting GIS layers using Esri's ArcMap/ArcGIS Pro software as well as linking/relinking pavement segments. Once the GIS segmentation process is complete, IMS will create a new database that conforms to the new segmentation schema. Next, we will import the condition data to the new database. Because location data is embedded in the previous pavement condition data, it can be easily assigned to the new segmentation using custom tools developed by IMS. Migrating the old data to the new segmentation will provide continuity between the new pavement condition survey and future surveys. It will also facilitate better pavement condition forecasting and M&R planning in ESA.

Maintenance & Rehabilitation Strategies

Once the City has accepted the data through the client review process, we will collaborate with the City to review and update the existing pavement rehabilitation model parameters in ESA and conduct several pavement management scenarios as directed. Our multi-year pavement maintenance and rehabilitation (M&R) programs are built around practical prioritization techniques and financial optimization, typically in the form of cost of deferral. We focus on applying the right treatment to the right pavement at the right time to maximize the use of limited funding over the course of the overall pavement lifecycle. IMS will use the funding levels provided by the City to determine the annual funding required to maintain an average overall pavement condition and prepare investment benefit recommendations for the City's future use. IMS incorporates pavement management principles that assist agencies in producing cost effective maintenance programs.

GIS StoryMap (Optional)

Our team of Esri GIS experts is focused on building easy to use and easy to maintain web-based, geocentric dashboards and StoryMaps to serve not only our clients, but also their constituents. These tools provide a dynamic way to present complicated information visually. Since many agencies are already using Esri software and ArcGIS Online, we look for ways to leverage their existing licensing, subscriptions, and infrastructure to elevate the data we deliver. Our agency-focused dashboards enable managers to easily review planned work, existing and forecasted conditions, and funding impacts directly on the map. We have built StoryMaps for clients to help explain to citizens how a pavement survey works, how the analysis is performed, and how the M&R budgets are distributed to maximize the use of scarce funding.



Recent example of an ArcGIS Online Story Map for the City of Long Beach, California. Click the following link to visit the complete Interactive Story Map online at:
<https://storymaps.arcgis.com/stories/fa9bc07d10984c72ac1fcb57536e7a79>

City Council Presentation (Optional)

As an optional service, we can develop and deliver a presentation to educate council members and/or the public on the concepts of pavement management, the results of the survey, health of the roadway network, and our recommendations.

Task D. Final Report

IMS will prepare all project documentation, including a draft and final summary report of the findings and conclusions as specified by the City. Project Coordinator TJ Coulter will oversee document control, which will include major and minor version numbers assigned in the file name and rigorous QC/QA. After the City's review, we will make all necessary changes and prepare three copies of the final report. In addition, we will provide project documentation in native, electronic formats to the City as requested.

Resources Allocated to Each Task

Please see our Base Scope of Services table in the Fee Proposal section for a detailed summary of our resources allocated to each task.

Additional Resources

Our proposed team is supported by additional resources that, if needed, can provide extra capacity or specialized expertise for the project. We are accustomed to mobilizing additional personnel and fleet equipment as required to meet the schedule.

C. List of Deliverables

As requested by the City, the following deliverables will be provided as part of the core pavement management services:

- A comprehensive report that includes: 1) an executive summary suitable for an audience of managers or City Council members, 2) a short discussion of the City's network and the PMS and methods of collecting and analyzing data, 3) a PCI report, 4) an inventory/condition analysis

report, 5) a work history report, 6) an action forecast/maintenance report based on available budget and budget recommendations to maintain and improve existing overall PCI rankings, 7) and all exhibits, tables, and maps supporting these reports. A draft report shall be submitted to the City for review and quality control prior to submitting the final report. The final report shall be signed and sealed by a registered civil engineer.

- An updated PAVER™ database and all related files.

Optional asset inventory data

- A single GIS database that contains all asset information as listed in the City's RFP.
- A technical memorandum summarizing all the work and processes in the asset data collection and inventory, along with recommendations for future asset data updates and asset condition inspections.
- All processed images from the data collection process.

Proposed Schedule

This schedule is based on an estimated **receipt of NTP by late-September 2023**. A final schedule will be provided upon the completion of scope negotiations. The schedule for data collection is variable and dependent upon the receipt of NTP.

IMS Proposed Schedule for Moreno Valley, CA: 9-Month Duration			
<i>Assumes an NTP is issued, preliminary work commences in August, 2023</i>			
Task	Description	Time Estimate	Milestone Completion
1	Council Approval, Executed Agreement & NTP to be Issued	2 weeks	October 2023
2	GIS Acquisition, Re-segmentation, and Validation	4 weeks	November 2023
3	Review Map Iterations and Approval	4 weeks	December 2023
4	Kick-off Meeting (Virtual)	1 day	1 st wk. January 2024
5	RST LCMS-2 Pavement Network Survey	3 weeks	January 2024
6	Walk 2-5% of Segments for QC/QA	2 weeks	February 2024
7	QC/QA Program for Collected Data	6 weeks	Feb.- March 2024
8	Deliver Network Condition Data/Analysis software set-up	1 week	April 2024
9	Pavement Condition Data Format for Load to PAVER	1 week	April 2024
10	PAVER Analysis & Draft Report	3 weeks	May 2024
11	Final Project Deliverables & Close-out	2 weeks	June 2024
<i>Opt.</i>	<i>Right-of-Way (ROW) Assets Development/Delivery</i>	<i>4 months</i>	<i>Feb . May 2024</i>

D. Quality Assurance and Quality Control

Quality Management Plan Development

Based on discussions with the City during the project initiation and kickoff meetings, we will develop a project-specific version of our standard quality management plan (QMP) for this project. The QMP will be formalized with the City’s approval prior to data collection.

At a minimum, the plan will address the following:

- How the data collection equipment will be calibrated and certified
- What data quality control (QC) measures will be conducted before data collection begins and periodically during data collection
- How data will be sampled, reviewed, and checked for quality
- What error resolution procedures will be followed
- How data will be accepted

Data Quality Monitoring

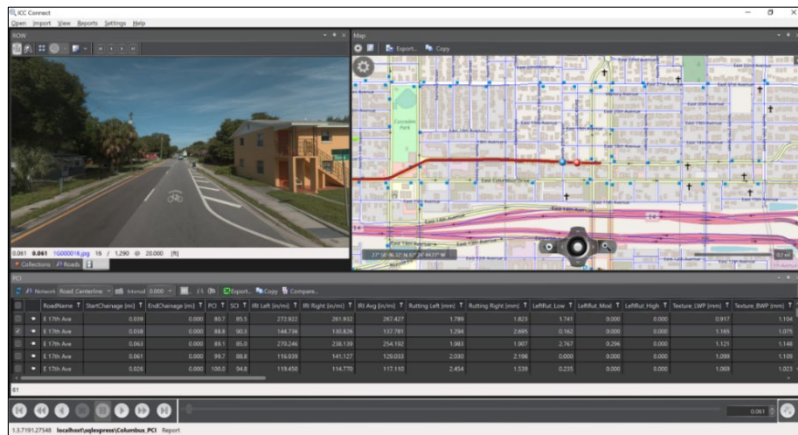
During the collection and processing workflow, data discrepancies are detected in three ways:

- During data collection by means of real-time health monitoring systems onboard the RST van
- During data processing in Connect™’s data import module by means of data quality checks that include data completeness and data synchronization validation
- During data reporting in Connect™’s report generation module by means of sensibility and range checks

These processes are run on 100% of the collected and processed data. Any road sections with data discrepancies arising from sensors, systems, or processing that exceed the defined thresholds will be recollected and/or reprocessed, as necessary.

Image Sample Checking and Distance/Location Verification

MS will review a random sample of pavement images to confirm the accuracy of reported distress data using our Connect™ software. The detailed distress data for each image, including cracking and the classified and rated distresses, are superimposed over the image as well as displayed in a table. This allows QC reviewers to efficiently review and confirm that the condition of the road has been surveyed accurately.



Connect™ with shapefile and GPS trace

Connect™ also shows the vehicle GPS traces (collection polylines) overlaid on a street view map or an aerial image. They are shown together with the City-provided GIS shapefile polylines to provide quick and easy verification that the correct sections were driven, that section limits were correctly identified, and that the vehicle GPS is accurate. This all-in-one processing software makes location errors and misplaced sections things of the past, and the transparency improves client confidence in the delivered data.

IMS' Signature Multi-step QC/QA Process

IMS has developed a unique approach to pavement condition assessments by coupling the power of automated algorithms with the manual review of distress data. Our pavement engineers have an expert understanding of the capabilities and limitations of the state-of-the-art LCMS-2 technology and the sophisticated algorithms that we employ. They are trained to detect anomalies in field observation notes, manual data review, and automated LCMS-2 output. This rigorous QC/QA process provides an added measure of confidence that the automated distress detection and classification algorithms have performed accurately.

Risk, Schedule, and Cost Control

Risk Approach

Risk management begins with early planning and a healthy appreciation of the challenges we are likely to face as a team. At the conclusion of each project, we conduct a lessons-learned analysis, and apply take-aways to subsequent projects. The result is a mature process of continuous improvement—one where every project benefits from the identification and mitigation efforts gleaned from the projects that have come before. IMS takes a preventative approach on our projects to stay ahead of any issues that may occur. We maintain a risk register of common issues and add risks specific to the project as they arise. **We will work with the City to assess the likelihood and impact of each issue and determine mitigation measures to resolve them before they can impact the overall schedule or budget.**

Schedule Approach

Our approach to the development and implementation of the project schedule is realistic and we hold ourselves and others accountable to meeting it. We will tailor project-specific mitigation strategies to the most common risks to the schedule, such as weather delays and QC/QA review timeframes. Data collection is impacted by many internal and external factors, including weather and road closures, as well as equipment maintenance and the impact of adjacent projects running concurrently in the project area. IMS is diligent with preventive maintenance to limit equipment issues, includes float in the schedule in case of weather delays, and coordinates with all project stakeholders to optimize field testing and operations.

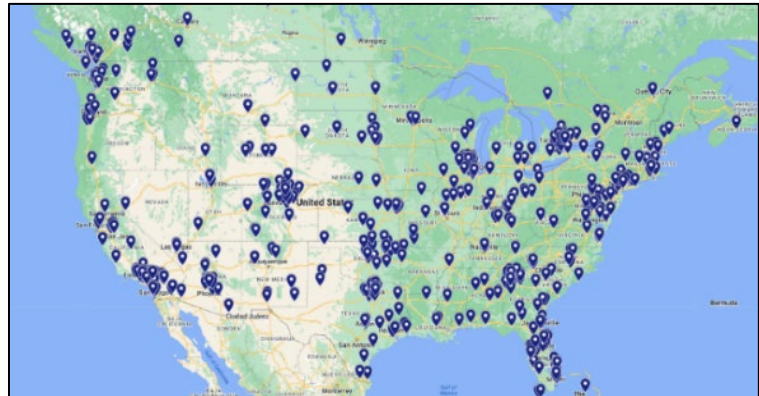
Cost Control

We prepare cost-competitive project budgets to meet our clients' varying needs and seek to provide added value for no or little additional cost. **We enable data-driven decisions about pavement, sidewalk, and right of way (ROW) assets that empower agencies like the City of Del Mar to get the most out of their budgets and deliver meaningful safety and maintenance and rehabilitation (M&R) results to their constituents.**

E. Related Experience

Firm Qualifications and Experience

Our technical team completes more than 100 pavement and asset management projects annually and stands second to none in our ability to establish cost effective maintenance management programs for large and small agencies alike. We have earned a reputation for excellence over the course of thousands of projects for municipal clients across the United States and Canada performed over nearly four decades.



State of California Experience

IMS brings significant regional experience to meet the City’s pavement management needs as shown in the table below. We have completed more than 50 projects in the Golden State and have analyzed 4,965 miles of pavement condition data using ESA for 20 California municipalities. Many of our clients hire us for repeat work and rely on IMS to help maintain their pavement management programs.

The following table provides a summary of the size and type of projects IMS has completed in California.

California Agency	Miles	Software	Year(s) Awarded
Anaheim	734	Lucity	2015
Arcadia	234	ESA	2017, 2021
Azusa	169	ESA	2020
Beverly Hills	172	Lucity	2013, 2017
CA Dept. of Water Resources	920	RoadMatrix	2016
Calabasas	75	ESA	2011, 2019
Cerritos	173	PAVER	2013, 2018, 2023
Chino	340	Streetlogix	2022
Claremont	250	Sidewalks	2016
Colton	150	ESA	2017
Del Mar	38	ESA	2013
Downey	257	PavePRO	2010, 2014, 2016
El Monte	207	ESA and PAVER	2016, 2022
Escondido	391	PAVER	2021
Exeter	55	ESA	2019
Farmersville	38	ESA	2021
Fontana	634	Lucity	2015, 2021
Garden Grove	435	PAVER	2022
Hemet	300	Condition rating survey	2022
Hidden Hills Community Assoc.	13	ESA	2017

California Agency	Miles	Software	Year(s) Awarded
Imperial Beach – NV5	70	ESA	2016
Imperial City	65	Lucity	2013
Imperial County	1334	PAVER	2011
Irvine	651	ESA and PAVER	2020, 2022
Jurupa Valley	417	StreetSaver	2018
Laguna Beach	75	PAVER	2011
Lake Forest	170	StreetSaver	2022
Lancaster	249	ESA	2018
Long Beach	1246	Lucity	2022
Manhattan Beach	110	RoadMatrix	2010
Monterey	127	StreetSaver	2013
Monterey Park	120	PAVER	2010
Moorpark	136	PAVER and ESA	2022
Oceanside	600	Lucity	2015, 2023
OCTA Highway 91	50	StreetSaver	2023
Palm Desert	126	PAVER	2010
Palos Verdes Estates	74	Data only	2022
Pasadena	420	Lucity	2019
Pico Rivera	177	StreetSaver	2021
Port of San Diego	14	Data only	2022
Porterville	275	ESA	2021
Rancho Mirage	119	ESA	2011, 2022
Redondo Beach	150	RoadMatrix	2011
Ridgecrest	180	ESA and StreetSaver	2023
Riverside	1061	Lucity	2017, 2021, 2022, 2023
Sacramento	600	RoadMatrix	2011
San Bernardino County	108	Data only	2022
San Joaquin County (Pilot)	108	ESA and StreetSaver	2021
San Luis Obispo	186	StreetSaver	2011, 2013, 2015, 2017, 2019, 2021
Santa Monica	249	ESA and PAVER	2022
Santee	136	ESA	2017, 2022
Solana Beach	44	PAVER	2016
South El Monte	50	ESA	2018
Sutter County	165	Lucity	2010
Tehama County	1660	ESA and StreetSaver	2022
Temecula	400	Lucity	2018
Visalia	703	Lucity	2019
Yucaipa	239	ESA	2012, 2017
Upland	418	Sidewalks	2023

Esri Bronze Partnership

Our engineers and data processing team members are well versed in GIS. It is an essential skill given our reliance on georeferenced data for data collection, processing, reporting, and visualization. As



an Esri Bronze Partner, IMS uses Esri desktop software and ArcGIS Online—software that many agencies are already using. We look for ways to leverage our clients’ existing licensing, subscriptions, and infrastructure to elevate the data we deliver. IMS has built StoryMaps for clients to help explain to agency staff and constituents how a pavement condition survey is performed, what the data means, how the analysis is performed, and how the M&R budgets are distributed to maximize the use of available funds. The references below illustrate just a few of our previous pavement and asset management projects of similar size and scope complexity.

Project Highlights/References

County of Irvine, California – 2020, 2021, and 2022

In 2020, IMS partnered with the City of Irvine for a citywide pavement condition survey complete with detailed analysis and rehabilitation plan development. The 651 test miles of pavement condition data included surface distress and roughness collected with the LCMS-2 equipped van; deflection testing was conducted on the city’s major roads. The data was then input into PAVER for OCTA reporting requirements and into IMS Easy Street Analysis, where prioritization, optimization, and budget scenarios were run for the City. The successful project was completed with ESA training and delivery of the final report. A FY22 supplemental agreement was requested for further budget scenarios and support as needed. The FY2023 project is underway with surface condition and deflection testing surveys slated for June/early-July 2022 in order to complete the bi-annual OCTA submittals. **Reference:** Allison Tran, PE, Associate Engineer **Phone:** (949) 724-7547 **Email:** atran@cityofirvine.org

County of Long Beach, California – 2013, 2017, and 2021

IMS was awarded the pavement management program update for the City of Long Beach in 2013 and again in 2017. The project consisted of pavement condition surveys for over 900 test miles that included digital images and deflection testing on the arterial roadways. In addition, we completed a software conversion from PAVER to Lucity, as the city desired a more robust analysis tool for managing its pavements. The IMS engineers then developed individual pavement analysis studies and reported on the results for the city’s nine districts. The results and final report were recently delivered to the city. In 2017, the city expanded the scope to include their alley network as well. IMS is currently working with the City of Long Beach on a new project that will wrap up later this year. **Reference:** Thana Sathees, PE, QSD, Civil Engineer **Phone:** (562) 570-7513 **Email:** thana.sathees@longbeach.gov

County of Santa Monica, California – 2021-2022

The City selected IMS to perform a pavement condition assessment of their paved network in 2021. IMS utilized the LCMS-2 RST to perform a pavement evaluation survey on 249 test miles. In addition, IMS also developed a sidewalk ADA ramp geodatabase from imagery captured during the pavement survey. Following a rigorous in-house QA/QC process of the data captured, our engineering team was able to provide the data in IMS’ spreadsheet tool Easy Street Analysis (ESA) and PAVER. IMS engineers were also able to assist with a PAVER license install and software training. Using these tools, IMS worked with the city to examine different budget models for rehabilitation projects and delivered a final written report including a 10 year pavement management plan. **Reference:** Robert Zak, PE, Civil Engineer **Phone:** (310) 458-2283 **Email:** robert.zak@smgov.net

County of Moorpark, California – 2021-2022

In 2021, IMS was awarded this project as the result of a competitive solicitation. In early 2022, our team

completed a pavement assessment survey of the City’s 110-mile roadway network using the LCMS-2 RST technology. Once IMS performed thorough QA/QC on the field data, it was prepared for loading into the City's PAVER application, which was enhanced using the IMS spreadsheet tool, Easy Street Analysis (ESA). IMS is currently working with the City, to train new incoming City engineering staff on the ESA and PAVER software. Once the training is complete, IMS will review the final condition data and budgetary options with the new staff, will provide a final written 10 year pavement management report, and will present the final data to the City Council. **Reference:** Daniel Kim, PE, City Engineer/Public Works Director **Phone:** (805) 517-6255 **Email:** dkim@moorparkca.gov

F. Organization Chart and Resource Allocation Matrix

Our team is accustomed to working on multiple projects at a time, and we adjust resources on a routine basis to ensure that we have the staff and equipment required to meet project milestones. **Those summarized below will be assigned to the City for the duration of the project.** They have been selected for their regional experience, unique knowledge, and current availability/workloads.





Kurt Keifer, PhD, PE
Principal-in-Charge



Mostafa Nakhaei, PhD, PE
QA/QC



Sadaf Khosravifar, PhD, PE
Project Manager



Geoff Dew
GIS and Data Processing Manager



Amir Ghanbari, PhD, EIT
Project Engineer



Megan Foshee, EIT
Project Engineer

Attachment: Agreement with IMS_Project 801 0083 (6325 : AUTHORIZATION TO AWARD AN AGREEMENT FOR PROFESSIONAL CONSULTANT

SIDEWALK AND CURB RAMPS SURVEY



City of Moreno Valley, CA
Sidewalk-ADA Ramp 2023-24 Project

Additional Lidar Services		
L-11	ADA Transition Plan Development	Special Quote
L-12	Lidar Crosswalk (Intersection) Measurement Extraction	Special Quote
L-13	Crosswalk (Intersection) Visual Condition Assessment (from imagery)	Special Quote
Combined Project Total:		\$406,795.00

Mobile LiDAR Unit

IMS will deploy a vehicle equipped with a Ladybug5+ camera system for this project. The Ladybug camera provides a 360-degree viewing area at 8k30 or 4k60 image quality. Our mobile LiDAR unit disperses one million laser points and 250 scan lines a second to create a spatially accurate 3D image of the City's right-of-way. The laser readings are combined into a point cloud and the raw point cloud data is processed into a usable format for use in TopoDOT for Microstation. Upon completion of the point cloud processing, IMS tiles the network for identification of the ramp attributes and delivery to our extraction team.



Imagery surveys for asset extraction are expected to progress at a rate of 30 to 50 miles per day in the City.

The field surveys are expected to proceed at 5 to 6 days per week, depending on weather and national holidays.

Sidewalk Surface Tester (SST)

The SST is a purpose-built field data collection unit designed primarily for surveying municipal sidewalks, ROW's, and parking lots. The SST employs the NOMAD™ data collection software that integrates the survey inventory (GIS), field maps, GPS, and field data collection protocols into a single platform. NOMAD™ is customized based on the Master Asset List (MAL) that is a tailored list of features and attribution to be collected for each project.



Project Understanding/Vision for the Project

IMS understands the need for the City to collect and analyze detailed and precise information about the condition of its sidewalk and ramp network for rehabilitation strategies and ADA compliance reporting. IMS has developed a comprehensive data collection workflow to successfully deliver the required data using two pieces of data collection equipment.

- Our Sidewalk Surface Tester (SST) is driven on each sidewalk by a trained technician to collect sidewalk extent and distress locations and severities along each sidewalk segment.
- Additionally, IMS will deploy our mobile LiDAR system to capture point cloud data of pedestrian ramps in the network.

Using this technology, we can extract geometric attributes at an accuracy of +/- 5mm to the real world to capture the full series of required measurements for each ramp configuration as defined by the ADA. We can collect the following data:

Sidewalks:

- Material: predominant construction material of the segment
- Condition: provide segment condition at 5-tiers: Very Good, Good, Fair, Poor, Very Poor
- Width: predominant segment width measured in the field in inches
- Cross Slope: locations of slabs with excessive cross-slope issues will be recorded
- Type of Sidewalk: add the method of construction and style of sidewalk
- Distresses: XY locations and severities of vertical separations and horizontal separations
- Obstructions: XY locations, severities, and types of pedestrian network obstructions
- Condition: 0-100 SWCI score
- Compliance report

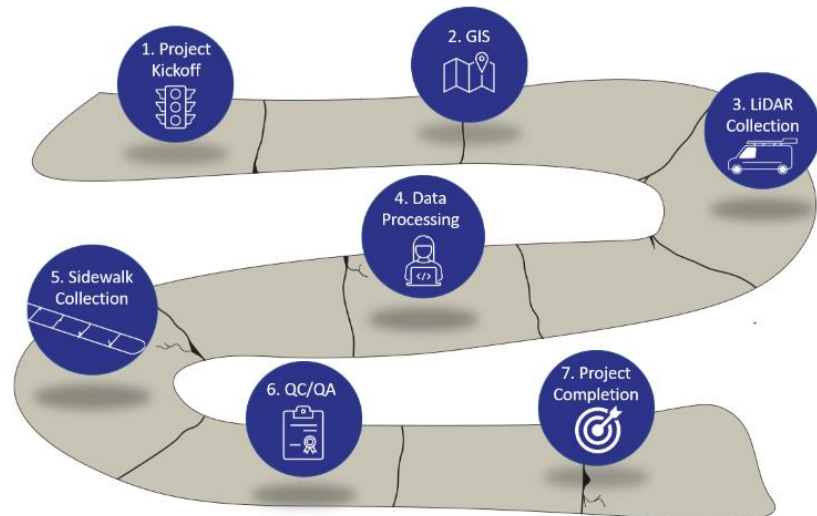
Ramps:

- Material: predominant construction material of the ramp
- Condition: provide condition at 5-tiers: Very Good, Good, Fair, Poor, Very Poor
- Detectable Warning: type of visible impairment facility and condition if applicable
- Obstructions: presence of any obstructions and obstruction type
- Placement and Orientation: location of the ramp in the intersection or street and function
- Ramp geometry: includes ramp running slope, ramp cross slope, ramp entrance width, landing length, landing width, landing slopes, flare slopes, ramp area, lip of gutter and lip of ramp height, depending on ramp configuration

Using this information, we will develop a sidewalk condition index, or SWCI (modelled after the pavement condition index (PCI) as described by the ASTM D6433 standard), for each segment in the network. This information will be ingested into our Easy Sidewalk Analysis spreadsheet, which calculates recommended rehab strategies, prioritization plans, and cost-of-repair estimates.

IMS Project Methodology

The IMS project approach for sidewalk condition and asset inventory projects typically follows the 7 steps shown in the graphic below. In this section, we detail the specific tasks and milestones that will be required for the successful completion of this project.



Develop GIS Inventory

Our data collection plan relies on a complete and up to date GIS sidewalk centerline. We understand that sidewalk databases are difficult to maintain and often incomplete, so prior to deploying our SST, we first drive our mobile LiDAR unit through the entirety of the public roadway network maintained by the City. The vehicle drives in two directions on each road, collecting both point cloud data and spherical imagery from the Ladybug5+ camera. The spherical imagery is then post-processed and georeferenced, such that it can be used in conjunction with satellite imagery and any existing client GIS (if any) to create a comprehensive sidewalk GIS.



High-resolution spherical output from Ladybug5+ camera displayed in 2D.

If there are gaps in the sidewalk network,

- if the condition of the network changes significantly,
- or if the width of the network changes significantly.

Not only does this identify areas where sidewalk needs to be installed, but it ensures we do not waste time surveying areas without assets present when we deploy our SST, which results in cost and time savings passed along to the agency. This also ensures that condition or width observations do not get “washed out” when segment-level data is summarized.

Using the Ladybug imagery allows us to create a point inventory of every ramp location in the network, and locations where ramps are missing but should be installed. This allows us to target our ramp data extraction process when the point cloud is imported into CAD systems for measurement purposes, again resulting in greater efficiency during processing.

Once we have our GIS databases created, we import them into our NOMAD™ software onboard the SST, which allows our field operators to easily orient themselves in the network and make observations about each segment and ramp point as they encounter them.

Sidewalk Condition Survey

The Sidewalk Surface Tester (SST) is used to perform a condition survey by driving each linear mile of sidewalk and providing detailed data to determine if the sidewalks are compliant with current local standards. IMS will provide a Sidewalk Condition Index (SWCI) which is a 0-100 score that is like the Pavement Condition Index (PCI) used for assessing street pavements. The SWCI was developed by IMS in 2014 when we launched our SST platform. We have been able to provide our clients with an approach to sidewalk management that is like what is used for pavement management – detailed, objective, and repeatable surveys that provide a solid foundation for multi-year budgeting maintenance and rehabilitation planning.



SST Mobile Mapping Technology: NOMAD™

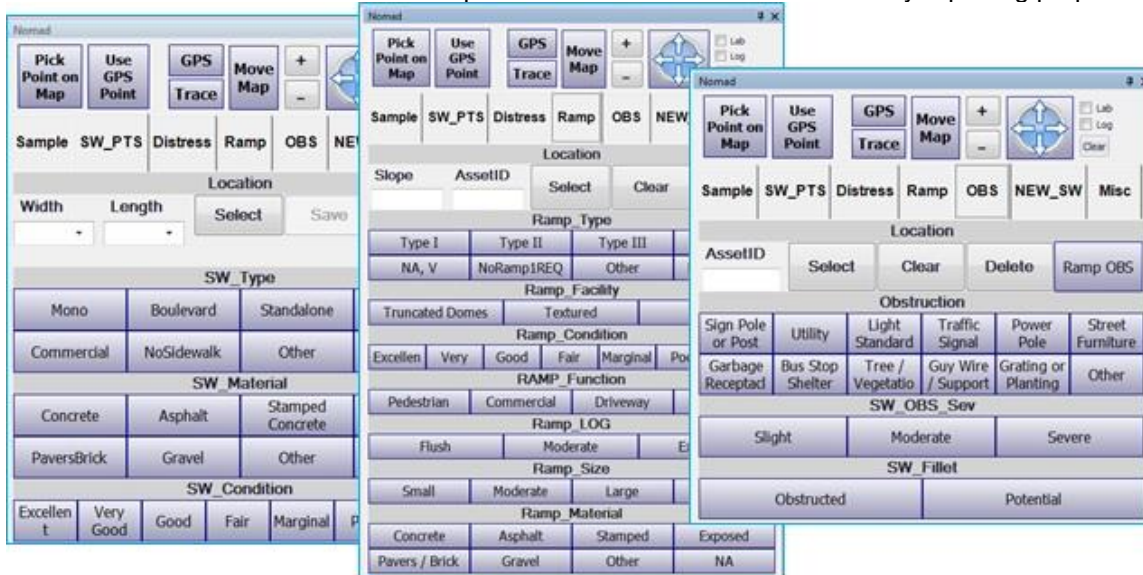
IMS has developed a mobile mapping application called NOMAD™ that is used to capture sidewalk/ramp attributes in the field. The NOMAD™ software operates on a tablet PC and is customized to the needs of each client. NOMAD™ is integrated with GPS on the SST and is used to develop spatially accurate inventories and condition assessments for a variety of infrastructure assets in the field based on the required attributes as defined in the MAL.



In addition to the segment-level observations, the XY locations of the sidewalk distress data will be collected and provided as a GIS feature class. For the purposes of prioritization, they will also be summarized at the segment level in the analysis phase of the project.

If available, the City will provide IMS with all sidewalk maintenance activities that will be performed during the data collection and inventory development period. This step will ensure that the inventory is complete, and that any sidewalks installed or repaired after a particular section of sidewalk has been surveyed will be included in the final inventory database.

NOMAD™ is configured with a series of tabs that maintain the most efficient data entry in the field. The sidewalk and obstruction tabs are customizable for each project. Upon completion of the field data collection, the sidewalk attribute information is assembled and processed for condition and deficiency reporting purposes.



Sidewalk Ramp Collection

A pedestrian curb ramp is defined as an inclined plane needed wherever a sidewalk or other pedestrian walkway crosses a curb. Similarly to the pre-survey prep for the sidewalk assessment, IMS will create a review map of all current ramps to be confirmed by City staff as a function of our routing plan.

Ramp locations will be verified via the GPS-linked imagery and aerial photography. Updates to the existing database will be confirmed with County staff prior to any adjustments. The table structure for the ramp inventory is included on the next page. This will be modified to match the City terminology, or any modifications made as a part of negotiations and reflected in the MAL.



The image at right is an example of the Ladybug camera image that the IMS technicians review to complete the measurements. The ramp condition assessment is completed via measurements derived from the point cloud captured by the mobile LiDAR unit.

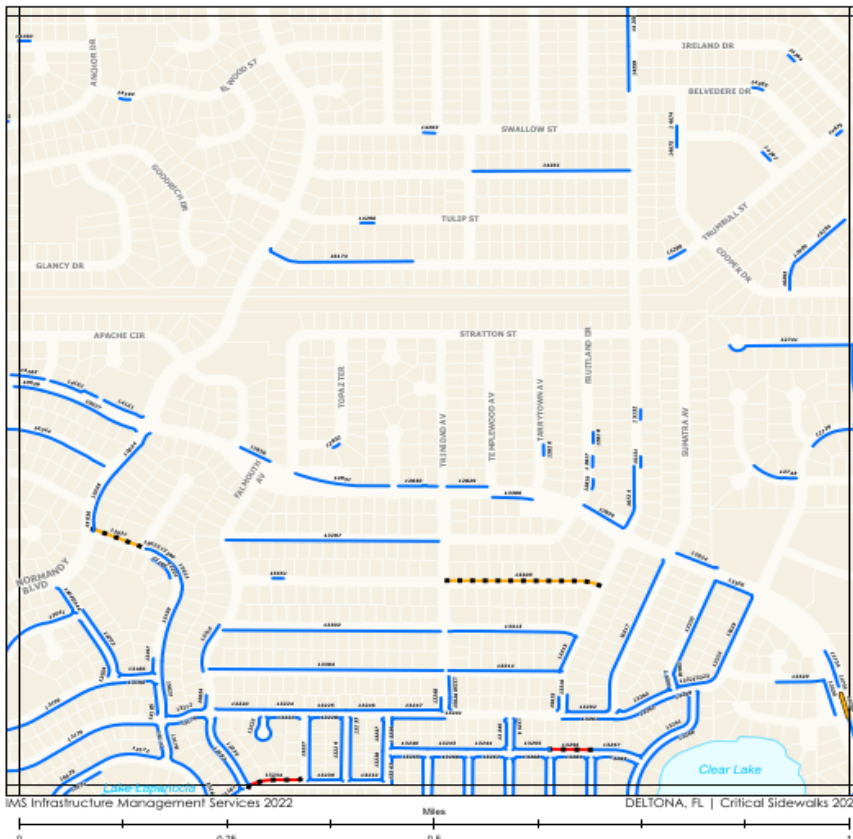
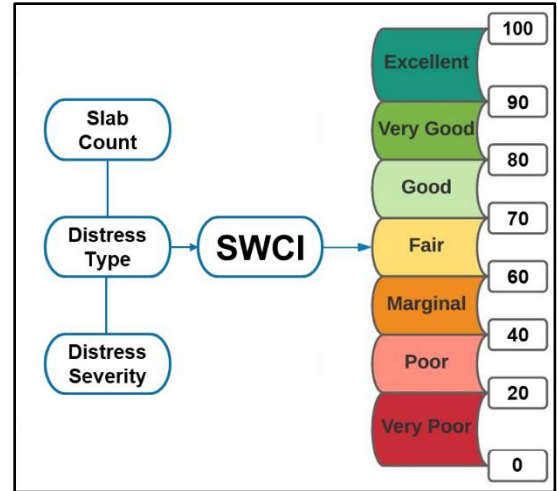
Data Processing Sidewalk Distresses

The sidewalk distress locations will be reported in a GIS database. We will also summarize these findings at the segment level for integration into the Easy Sidewalk Analysis spreadsheet for SWCI calculation purposes. The raw GIS files can be used for precisely locating slabs that need to be repaired, which can be used in conjunction with the spreadsheet deliverable, which will help to determine priority.

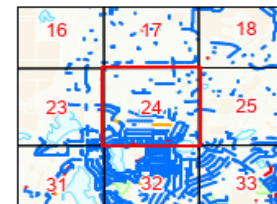
Compliance Report (ramps and sidewalks)

Upon completion of the data collection phase, IMS will process all data collected in the field to be displayed in GIS and for use in the analysis and prioritization routines for remediation. The end deliverable is an updated GIS database with sidewalk segments, ramp locations, obstruction locations, and distress locations, a prioritized ranking for ramp and sidewalk maintenance / rehabilitation, and a summarized report with the findings of the survey.

The prioritization rankings will be determined by the calculated SWCI, which factors in sidewalk condition, defects, and obstructions. The segments are then reported on a “worst-first” basis, along with recommended rehab strategies, and the estimated cost-of-repair, based on the City’s unit costs.



Deltona, Florida
Critical Sidewalks



- ADA Failure**
- Average Width < 36 in AND/OR Average Cross Slope > 2 in
- Surface Defects**
- Severe Distress
- Poor Condition
- Extensive Obstruction
- Distress and Condition
- Distress, Condition and Obstruction
- ADA Failure & Surface Defects**
- ADA Failure and Poor Condition
- ADA Failure and Extensive Obstruction
- ADA Failure, Distress and Condition
- ADA Failure, Distress, Condition, and Obstruction



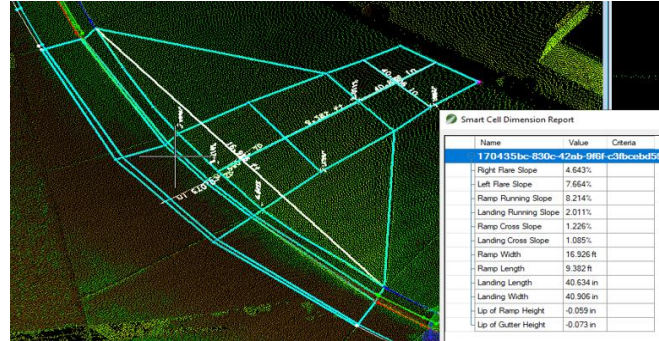
SHEET NO.

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Ramps

Point Cloud Processing – The raw point cloud data from the LiDAR unit is processed into a useable format for use in TopoDOT for Microstation. Upon completion of the point cloud processing, IMS tiles the network for identification of the intersection ramps and delivery to our extraction team.

Smart Cell Extraction – The IMS extraction team uses a Smart Cell library developed by IMS. The Smart Cells are applied to each ramp in the point cloud and sized according to the visible geometry of the pedestrian curb ramp. Once sized, the Smart Cell auto calculates all the geometric units of measure identified in the Master Asset List (i.e., ramp slope, landing slope, flare slope, facility dimensions, etc.)



Ramp measurements are captured from the LiDAR point cloud using TopoDOT for Microstation.

Ramp Join & QC – The pedestrian curb ramp geometric attributes are joined to the appropriate ramp and assigned to a Curb Ramp QC technician who validates the geometry measurements captured during Smart Cell Extraction. Any error or anomalies found during QC are corrected using the point cloud collected in the field.

Quality Control and Quality Assurance

Sidewalk and ramp inventory and condition GIS data goes through a series of quality checks before it is delivered. These include:

General Review

The first QC/QA check involves an overall cursory scan of the dataset to visually identify any anomalies before proceeding with more detailed checks. This includes zooming to the extent of each feature class to ensure there are no extraneous features beyond the expected boundary of the data and opening each table and performing sample selections to ensure expected results are returned. A sort of each attribute should yield complete information without unexpected gaps. Any gaps are noted and further investigated in subsequent checks.

Positional Accuracy

Positional accuracy checks ensure that features collected with mapping-grade GPS equipment reasonably align with aerial photographs and other relative datasets, such as street centerline.

Geometry Checks

Geometry checks ensure that features are of the expected geometry and that no invalid or null geometries exist. These checks can also include connectivity checks if delivered features have expected geometric relationships, such as the relationship of a ramp point to a sidewalk line.

Database Schema Checks

Schema checks ensure that the delivered geodatabase conforms to the schema specifications outlined in the Master Asset List (MAL) at the onset of the project. Checks include a review of features, feature types and naming, attribute types and naming, coordinate system, and allowed geometries.

Attribute Completeness

Attribute completeness checks ensure that feature classes are fully populated according to domains outlines in the MAL. Logical consistency checks may be performed if a feature has multiple attribute relationships that need validated.

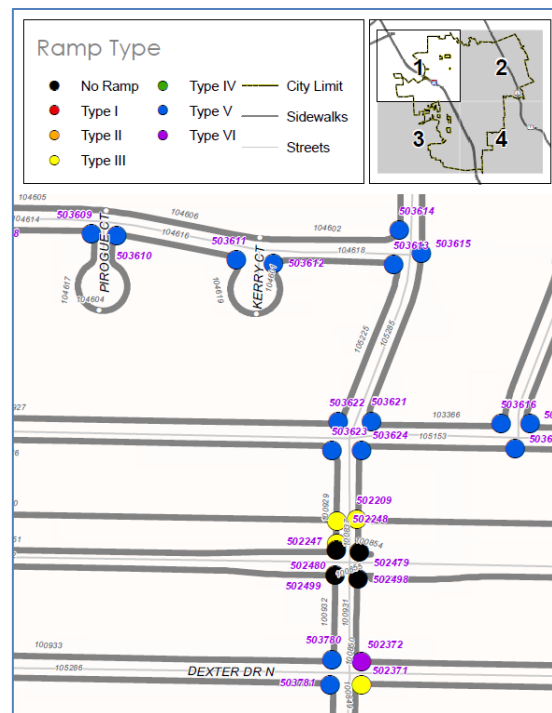
Attribute Accuracy

Attribute accuracy checks ensure that the data captured in the feature class agree with the source data used to create the feature, which in this case is most often aerial photography and right of way imagery. Checking a random sample set of features ensures correct data capture and adherence to the MAL.

Project Deliverables Sidewalk Master Plan

Included with the sidewalk and ramp survey is the development of a prioritized sidewalk and ADA ramp rehabilitation and remediation plan. In addition to delivering a basic compliance report for each sidewalk section or ramp, IMS identifies the rehabilitation costs and develops a logical remaining service life for each sidewalk. The following information is included in the enhanced IMS sidewalk and ADA ramp report:

- Sidewalk and ramp location inventory/attribute report**
- Analysis parameters** – will define/develop estimated average sidewalk life, rehab max life, sidewalk deterioration curves based upon IMS and staff outlooks, burden rates, and minimum percentage for gaps to be filled.
- Present condition ranking** – detailed and summary condition data including 0-100 SWCI, Good/Fair/Poor, distress types, RSL, material, reviews of each ramp and ranking of the ramps.
- Fix all deficiency costs** – this identifies the upper limit of spending by rehabilitating all ramps and sidewalks to meet ADA compliance requirements, assuming unlimited funding. This will be developed for sidewalks, gap filling, missing terminus, and ADA ramp compliance.
- Replacement program & funding levels** – what funding will be necessary to replace / repair what length of sidewalks and ramps over a set duration.
- Draft 5-year rehabilitation and prioritized sidewalk/ramp plans** – based on condition, available budget, and level of service constraints; three budget runs will be completed.
- Final prioritized plan** – incorporating feedback from stakeholder departments, complete with budget and level of service constraints.



Thank you for considering IMS as a viable solution to your pavement management needs and we will strive to become an asset and extension of the City of Moreno Valley's staff and team. If any questions arise, please do not hesitate to contact me at (480) 462-4030 or jourek@imsanalysis.com.

Regards,

IMS Infrastructure Management Services, LP

Jim Tourek
Client Services Manager

Resource Allocation Matrix

IMS Proposed Schedule for Moreno Valley, CA: Estimated Staff Hours by Task for Key Staff			Keifer	Khosravifar	Nakhaei	Dew	Ghanbari	Foshee
Task	Description	Total Time Estimate						
1	Council Approval, Executed Agreement & NTP to be Issued	2 weeks	4	12				
2	GIS Acquisition, Re-segmentation, and Validation	4 weeks		2	4	4		
3	Review Map Iterations and Approval	4 weeks			4			
4	Kick-off Meeting (Virtual)	1 day	2	4	2	2		
5	RST LCMS-2 Pavement Network Survey	3 weeks		4		8	4	
6	Walk 2-5% of Segments for QC/QA	2 weeks		4	8		24	24
7	QC/QA Program for Collected Data	6 weeks	2	2	8			16
8	Deliver Network Condition Data/Analysis software set-up	1 week		2	4			16
9	Pavement Condition Data Format for Load to PAVER	1 week		2				4
10	PAVER Analysis & Draft Report	3 weeks		12	4			24
11	Final Project Deliverables & Close-out	2 weeks	2	8	4			8
Opt.	Right-of-Way (ROW) Assets Development/Delivery	4 months			16	4		

Kurt Keifer, PhD, PE

Principal-in-Charge



Kurt Keifer is the President of IMS. He has 25 years of experience with pavement testing, analysis, engineering, and management. He has implemented pavement management systems for municipal agencies across the United States and around the world. A major focus of his career has been developing and integrating automated pavement imaging and road surface profiling hardware and software technologies. Prior to joining IMS, Dr. Keifer served as the Director of Pavement Engineering at Gorrondona & Associates for five years and before that as Director of North American Consulting at Dynatest Consulting for a decade. Dr. Keifer also worked with the US Army Corps of Engineers for more than ten years developing the PAVER pavement management system and the image-based automated method for performing ASTM D6433 PCI inspections.

Recent Projects

Kern County, CA – Project Manager/Principal Engineer

In 2019, Dr. Keifer managed the implementation of a pavement management system and the automated ASTM D6433 PCI survey of 1,000 miles of the County's roadways. International Roughness Index (IRI) ride quality data as well as rutting data were collected for each roadway as well. The collected data were uploaded to the County's pavement management system, and the system was customized to reflect the County's M&R practices and costs. In collaboration with the County team, Dr. Keifer developed five-year pavement preservation and M&R plans. Lastly, he provided onsite pavement management training to County staff in the spring of 2020.

Cook County, IL – Project Manager/Project Engineer

In 2010 and 2016, Dr. Keifer served as the Project Manager and Project Engineer for the pavement management system implementation and automated pavement condition survey for the County. The project included building and customizing a PAVER database and GIS for the County's more than 900 lane miles of roadway pavements, and collecting and interpreting PCI, IRI, and Ride Number using Dynatest's Digital Highway Data Vehicle. Multiyear, network-level budget requirements necessary to maintain the County's pavements, and annual, project level maintenance and rehabilitation needs were established.

City of Fort Worth, TX – Project Engineer/Project Manager

Dr. Keifer served as Project Principal and Project Manager (2021-Pres.) of the City's ROW asset inventory and pavement condition survey. The project included approximately 4,200 miles of City-managed arterial, collector, and local roadways as well as bus lanes. The asset inventory included collection of signs, sign supports, streetlights, signals, curb and gutter, pavement markings, speed bumps/cushions, sidewalks, and ADA pedestrian ramps. The pavement survey consisted of an automated ASTM D6433 PCI survey. International Roughness Index (IRI) data and rutting data were also collected for each roadway during the survey. The project team worked collaboratively with the City to customize the ASTM D6433 PCI calculation to account for different roadway functional classifications and surface types.

Town of Vienna, VA – Principal Engineer

Dr. Keifer served as Project Principal (2021) of the Town's 2021 pavement condition surveys. The surveys consisted of an automated ASTM D6433 PCI survey of approximately 65 miles of Town-managed

arterial, collector, and local roadways. IRI data and rutting data were also collected for each roadway during the survey. The project team worked collaboratively with the Town to customize the ASTM D6433 PCI calculation to account for different roadway functional classifications and surface types. The results from the pavement condition survey were used by the Town's engineering division for identifying and prioritizing M&R activities. The data were also used by the Town's planning division for reporting and illustrating the overall effectiveness of the Town's M&R activities over the years.

Town of Smithtown, NY – Principal Engineer

In 2021, Dr. Keifer served as the Project Principal for the implementation of a pavement management system and the automated ASTM D6433 PCI survey of 475 miles of the Town's roadways. IRI ride quality data and rutting data were collected for each roadway. The collected data was uploaded to the Town's Central Square EAM pavement management system, The system was customized to reflect the Town's M&R practices and costs. The IMS Team developed five-year pavement preservation and M&R plans.

City of Dallas, TX (In Progress) – Principal Engineer

Dr. Keifer serves as Principal Engineer of the city's TxShare pavement condition survey, sidewalk inventory, and selected GPR testing project. The project includes approximately 6,000 miles of city-managed arterial, collector, and local roadways. The pavement survey consists of an automated ASTM D6433 PCI survey and the city's first E3303 pavement condition survey, which is being run in parallel. International Roughness Index (IRI) data and rutting data are collected for each roadway during the survey. Collected data will be delivered in a geodatabase and integrated with the city's existing pavement management system.

City of Bedford, TX – Principal Engineer

In 2022, Dr. Keifer oversaw the implementation of a pavement management system project for the City of Bedford, TX. Using automated technology to collect pavement data that adhered to ASTM D6433 standards, a pavement condition database was created. This data was then utilized to populate IMS's in-house pavement management program, ESA. Dr. Keifer collaborated with the IMS project manager and the city to create a short-term CIP for pavements and continues to provide ongoing training and support for the use of ESA.

City of Lancaster, TX – Principal Engineer

In 2019 and again in 2022, Dr. Keifer was the Principal Engineer for the City of Lancaster, that was involved with right-of-way (ROW) asset and updated the pavement management system. The project involved collecting ASTM D6433-compliant pavement surface data using automated LCMS-2 equipment and collecting inventory of support and sign database. The IMS team submitted individual street and alley conditions to the council and used zone-based analysis in the ESA to create separate plans for the streets and alleys. This approach addressed the challenge of distinguishing between the two and provided the city with two distinct plans.

Education

BS, MS, PhD Civil and Environmental Engineering, University of Illinois at Urbana-Champaign

Credentials

25 Years of Experience | 3 Years with IMS | Licensed PE in Texas, Arizona, Georgia, Illinois, North Dakota, South Dakota, Kansas, Maryland, Florida

Sadaf Khosravifar, PhD, PE

Project Manager



Sadaf Khosravifar is a professional engineer and researcher with 10 years of industrial and research experience in pavement engineering. Her background includes pavement evaluation, performance, design, pavement and asset management, and GIS. She has advanced proficiency in several nondestructive pavement evaluation technologies including automated pavement condition surveys using 3D LCMS-2, falling/heavy/lightweight deflectometer and Dynaflect, traffic speed deflectometer (IPAVE and RAPTOR), GPR, and friction test devices, as well as specialized experience using pavement/asset management software such as StreetSaver, PAVER, Lucity, Cartegraph, and StreetLogix among others.

Recent Projects

Tehama County, California – Engineering Subject Matter Expert

Sadaf provided engineering expertise to the IMS team in 2022. Work included implementing a pavement management system and performing a linear automated pavement condition assessment on approximately 830 centerline miles of the County roadway network. In addition, deflection testing using FastFWD was conducted on 240 survey miles. IMS forecasted the condition of the County's roadways and developed practical M&R recommendations. To make this information more accessible, IMS created an online GIS-based StoryMap, which displayed pavement condition and M&R recommendations. Data was loaded into IMS' ESA spreadsheet and formatted for upload into StreetSaver.

City of Long Beach, CA – Project Manager

In 2021, Dr. Khosravifar oversaw a comprehensive pavement management project for the City of Long Beach. The survey consisted of an automated ASTM D6433 PCI survey of approximately 1,010 centerline miles of City-managed roads as well as International Roughness Index (IRI) data collection. Structural testing was also conducted on the entire network using a falling weight deflectometer to assess the structural integrity (SI) of the structure of pavement structures. IMS developed multiple online interactive maps for the City. Dr. Khosravifar worked closely with the client and the project team to review and confirm the project objectives, scope of work, schedule, deliverables, necessary labor and equipment resources, and performed structural analysis and pavement management analysis using the Lucity enterprise asset management program. Dr. Khosravifar developed a framework to use the pavement condition data to split the total budget between council districts based on total maintenance need of districts. Dr. Khosravifar used this framework to develop a need-based five-year program for the City. Finally, she developed online interactive mapping tools powered by ESRI including a StoryMap for sharing the outcomes of the study with citizens, a dashboard to present the major findings to the council, and an asset management application for City engineers' regular consumption.

City of Beaverton, OR – Project Manager

In 2021, Dr. Khosravifar oversaw a comprehensive pavement condition survey project for the City of Beaverton, Oregon. The survey consisted of an automated ASTM D6433 PCI survey of approximately 225 centerline miles of City-managed roads as well as IRI data collection. Structural testing was conducted on the arterials and collectors using a dynaflect system to assess the structural integrity of the structure. The scope of work also included curb and gutter condition assessment. Condition data was delivered in a geodatabase for importing to City's CityWorks Asset management program. Sadaf worked closely with the client and the project team to review and confirm the project objectives, scope of work, schedule, deliverables, necessary labor and equipment resources, and led the technical efforts for the project.

Pavement Condition Survey and Pavement Management, City of Pasco, WA – Project Manager

In 2021, Dr. Khosravifar oversaw a comprehensive pavement management implementation project for the City of Pasco, Washington. The survey consisted of an automated ASTM D6433 PCI survey of approximately 336 centerline miles of City-managed roads as well as International Roughness Index (IRI) data collection. The project also involved implementation of StreetLogix online Street Asset Management program. Dr. Khosravifar worked closely with the client and the project team to review and confirm the project objectives, scope of work, schedule, deliverables, necessary labor and equipment resources, and led the technical efforts for the project. Dr. Khosravifar also implemented and customized the StreetLogix program for the City, performed a comprehensive pavement management analysis, and developed a five-year maintenance and rehabilitation plan for the City based on the City's objectives and priorities. As part of the analysis, Dr. Khosravifar developed a framework to prioritize historically underrepresented parts of the city during project selection and work planning.

Pavement Condition Survey and Pavement Management, Village of Kildeer, IL – Project Manager

In 2021, Dr. Khosravifar oversaw a comprehensive pavement management project for the Village. The survey consisted of an automated ASTM D6433 PCI survey of approximately 32 centerline miles of roads as well as IRI data collection. Dr. Khosravifar worked closely with the client and the project team to review and confirm the project objectives, scope of work, schedule, deliverables. She implemented the PAVER pavement management system for the village and customized it with Village specific parameters and ran several network-level 'what-if' scenarios to depict the consequence of different budgets on long term pavement conditions and rehabilitation backlog in the Village.

Pavement Condition Survey and Pavement Management, Village of Lake Bluff, IL – Project Manager

In 2021, Dr. Khosravifar oversaw a comprehensive pavement management project for the Village of Kildeer. The survey consisted of an automated ASTM D6433 PCI survey of approximately 31 centerline miles of roads as well as International Roughness Index (IRI) data collection. Dr. Khosravifar worked closely with the client and the project team to review and confirm the project objectives, scope of work, schedule, deliverables.

City of Mansfield TX – Project Manager

In 2021, Dr. Khosravifar oversaw a comprehensive pavement management project for the City of Mansfield. The survey consisted of an automated ASTM D6433 PCI survey of approximately 294 centerline miles of City-managed roads as well as International Roughness Index (IRI) data collection. Dr. Khosravifar worked closely with the client and the project team to review and confirm the project objectives, scope of work, schedule, deliverables, necessary labor and equipment resources, and performed pavement management analysis using the ESA pavement management program and developed a five-year program for the City.

Education

PhD and MS in Geotechnical and Pavement Engineering, University of Maryland
BS in Civil and Environmental Engineering, Sharif University of Technology

Credentials

14 Years of Experience | 2 Years with IMS | Licensed PE in Maryland, Texas, and Virginia

Mostafa Nakhaei, PhD, EIT

QA/QC



Mostafa Nakhaei is a project engineer and Sr. Data Scientist at IMS. His entire 9 years professional career has been dedicated to pavement engineering with experience in roadway construction, pavement management, pavement structural design, laboratory testing, FWD testing. With his dual degree in Data Science, he has developed several computer programs such as “MASTIC” and “Back-MASTIC” for layered elastic analysis and pavement modulus backcalculation. Dr. Mostafa Nakhaei was the lead developer for the ISA software package at IMS, which uses deep learning to analyze structural data. He also developed ERSA, a software for backend processing of LCMS-2

systems. He has experience in implementing pavement management systems for municipal agencies in the United States and he is proficient with several pavement and asset management software packages such as AgileAssets, Paver, StreetSaver, Lucity, and Cartegraph.

Recent Projects

City of Allen, TX – Project Manager

In 2022, Dr. Nakhaei was responsible for overseeing the implementation of pavement management systems for 600 test miles of City-managed roadways. This survey consisted an automated pavement condition survey using ASTM D6433 standards. The majority of Allen’s network consisted of Portland cement concrete (PCC) segments in good and excellent condition. It is well-established in the industry that capturing PCC distresses using automated equipment is challenging due to occasional detection issues on PCC segments. To ensure high-quality data on PCC segments, a rigorous quality control (QC) protocol was implemented, including the use of semi-automated software called NOMAD that allowed raters to input their observations during the collection process. Upon completion project was successfully entered in Easy Street Analysis (ESA).

City of Euless, TX – Project Manager

In 2022, Dr. Nakhaei managed the implementation of a pavement management system for the city's roadways. The project involved conducting an automated ASTM D6433 PCI survey of 184 test mile of the City's roadways and collecting International Roughness Index (IRI) ride quality data as well as rutting data for each roadway. Structural testing was also conducted on the arterials and collectors, totaling 81 miles, using a Fast FWD system to assess the network's structural integrity (SI). The project utilized ESA for pavement management. In collaboration with the City team, Dr. Nakhaei developed five-year pavement preservation and maintenance and repair plans. He also provided ESA training to City staff to ensure the effective use of the software and data. Overall, Dr. Nakhaei’s efforts helped the City to better understand the condition of their roadways, identify critical areas for maintenance and repair, and develop plans to effectively manage their road network.

City of Grand Prairie, TX – Principal Engineer

In 2021, Dr. Nakhaei served as principal engineer for the City’s comprehensive pavement management program. This survey consisted of an automated ASTM D6433 PCI survey of approximately 211 miles of City-managed arterial, collector, and local roadways. International Roughness Index (IRI) data and rutting data were also collected for each roadway during the survey. The project team worked collaboratively with the City to customize the development of projects into practical sizes so the city can easily maintain it for the next five years. This project involved implementation of Easy Street Analysis (ESA) for pavement

management. However, since the city network was composed of many composite surface pavements, additional functionality was made to the program so that ESA can handle more rehab strategies for composite pavements. This custom-built improvement lay the foundation for city's five-year plan strategy.

City of Deerfield Beach, FL – Principal Engineer

In 2021 and 2022, Dr. Nakhaei oversaw a comprehensive pavement management project for the city of Deerfield Beach, FL. The survey consisted of an automated pavement condition survey of approximately 136 miles of city's roadways (based on ASTM D6433) as well as International Roughness Index (IRI) data collection. He worked closely with city staff and engineers throughout the project to review and confirm the project goals, objectives, scope of work, and schedule. Easy Street Analysis (ESA) was used to optimize the rehabilitation strategies for the city for the next five years.

Manhattan, KS – Principal Engineer

In 2021 and 2022, Dr. Nakhaei managed the implementation of a pavement management system and the automated ASTM D6433 PCI survey of 71 miles of the city's roadways. International Roughness Index (IRI) ride quality data as well as rutting data were collected for each roadway as well. Structural testing was also conducted on the arterials and collectors using a dynaflect system to assess the structural integrity (SI) of the structure. This project uses Paver for pavement management. In collaboration with the city team, Dr. Nakhaei is developing five-year pavement preservation and M&R plans.

Education

PhD Civil & Environmental Engineering, National Center for Asphalt Technology (NCAT) at Auburn University (08/17/2021)

MS in Data Science, Auburn University (12/15/2020)

MS in Civil & Environmental Engineering, University of Tehran (09/15/2015)

BS in Civil & Environmental Engineering, University of Sistan and Baluchistan (09/15/2012)

Credentials

9 Years of Experience | 2 Years with IMS

EIT in Texas

Amir Ghanbari, PhD, EIT

Project Engineer



Amir Ghanbari has extensive experience with pavement management systems, non-destructive testing and falling weight deflectometer back calculations, pavement condition index analysis, pavement life cycle cost analysis and preservation techniques, highway and airport pavement design, and asphalt material characterization. He has also contributed to several FHWA reports and 20 published articles. Amir is proficient with various types of pavement/asset management software such as AgileAssets, Paver, StreetSaver, and Lucity.

Recent Projects

City of Ridgecrest, California – Project Engineer

Supported the team as project engineer to assess the condition of the city's roadways and develop multi-year M&R activities. Work included assessing the impact of a recent earthquake on the city's roadways. IMS determined the location of several "extremely wide" cracks throughout the city, developed a crack map, and worked with the city's team to develop patching recommendations.

City of Garden Grove, California – Project Engineer

Amir supported the pavement evaluation of 363 centerline miles of roadway using an LCMS-2-equipped RST for the city in 2022. As project engineer, Amir reviewed the data to ensure it met the OCTA reporting requirements necessary for a successful upload into the PAVER application. He worked alongside the team to deliver a seven-year cost-of-deferral analysis using IMS' ESA spreadsheet.

City of El Monte, California – Project Engineer

In 2022, Amir provided project control and engineering support to the team during the ASTM D6433 pavement condition survey of 207 centerline miles for the city. He supported daily activities, including the data load into IMS' ESA spreadsheet and the city's PAVER application. The project included the development of online interactive mapping tools powered by Esri. This included a StoryMap to share the outcome of the study with constituents and a dashboard to present major findings to city council.

Previous Experience

Prior to joining IMS, Amir supported several pavement management programs across the United States and Canada. He was an integral part of ongoing AgileAssets services for the Alaska DOT and Manitoba, Canada. He is well versed in Python scripting, using it to automate the import of distress data into PAVER. Amir also developed interactive dashboards and used VBA within Excel to calculate PCI.

Education

PhD in Pavement Engineering, North Carolina State University
MS in Transportation Material, Sharif University of Technology
BS in Civil Engineering, Sharif University of Technology

Credentials

9 Years of Experience | 1 Year with IMS | EIT in North Carolina

Megan Foshee, EIT

Project Engineer



Megan Foshee, EIT is a recent graduate of the Civil and Environmental Engineering master's program at Auburn University. Her research at Auburn University's National Center for Asphalt Technology (NCAT) focused on the structural analysis of several asphalt pavement test sections at the world-renowned Test Track. She is proficient in using many pavement analysis and design softwares, such as WESLEA, MEPDG, PerRoad, KENPAVE, FlexPAVE, and Evercalc. Megan is an Engineer in Training (EIT) in California and has already passed the Principles and Practice of Engineering (PE) exam.

Recent Projects

Peachtree Corners, GA | Project Manager

The purpose of this project was to collect and process pavement surface and structural condition data, provide georeferenced pavement imagery, load the condition data into Easy Street Analysis (ESA), run several ESA budget scenarios, and provide a comprehensive final report to the City.

Allen, TX | Project Engineer

Ms. Foshee contributed to the project by helping review the report and attending the Council Presentation in-person.

Dallas, TX | Project Engineer

Ms. Foshee contributed to the project by attending a few in-person meetings with the client since she lives in the area. In one of the meetings, she showed the client the Road Surface Tester (RST) vehicle and explained how its technology works. She explained the functions and purposes of the Laser Crack Measurement System (LCMS) and high-definition cameras and walked them through all of IMS' processes.

Flower Mound, TX | Project Engineer

Ms. Foshee contributed to the project by working directly with the client, reviewing the pavement condition data, and performing the network analysis. She met with the client on several occasions to discuss details to be incorporated in the analysis and corresponded with them regularly to ensure the project proceeded according to schedule.

Mustang, OK | Project Manager

The purpose of this project was to collect and process pavement condition data, provide georeferenced pavement imagery, load the condition data into Easy Street Analysis (ESA), and run several ESA budget scenarios for the City.

Education

Bachelor of Civil Engineering, Auburn University

MS in Civil and Environmental Engineering – Pavements & Materials, Auburn University

Credentials

3 Years of Experience | 1 Year with IMS | EIT in California | OCTA Certified Pavement Rater



Certificate of Insurance

Client#: 1501509		INTERCYB															
ACORD™ CERTIFICATE OF LIABILITY INSURANCE			DATE (MM/DD/YYYY) 4/14/2023														
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).</p>																	
PRODUCER USI Insurance Services, LLC 2502 N Rocky Point Drive Suite 400 Tampa, FL 33607		CONTACT NAME: Debra Parra PHONE (A/C, No, Ext): 813 321-7500 FAX (A/C, No): 813 321-7525 E-MAIL ADDRESS: debra.parra@usi.com															
INSURED International Cybernetics Company, LP IMS Infrastructure Management Services, LP 10630 75th Street North Largo, FL 33777		<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Travelers Property Cas. Co. of America</td> <td>25674</td> </tr> <tr> <td>INSURER B : Travelers Casualty and Surety Company</td> <td>19038</td> </tr> <tr> <td>INSURER C : Travelers Casualty & Surety Co. of Amer</td> <td>31194</td> </tr> <tr> <td>INSURER D : Travelers Indemnity Co of America</td> <td>25666</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Travelers Property Cas. Co. of America	25674	INSURER B : Travelers Casualty and Surety Company	19038	INSURER C : Travelers Casualty & Surety Co. of Amer	31194	INSURER D : Travelers Indemnity Co of America	25666	INSURER E :		INSURER F :	
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COVERAGES		CERTIFICATE NUMBER:															
REVISION NUMBER:																	
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>																	
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS											
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		6304W201303	03/31/2023	03/31/2024	EACH OCCURRENCE	\$1,000,000										
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000										
						MED EXP (Any one person)	\$15,000										
						PERSONAL & ADV INJURY	\$1,000,000										
						GENERAL AGGREGATE	\$2,000,000										
						PRODUCTS - COMP/OP AGG	\$2,000,000										
							\$										
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		BA2T939765	03/31/2023	03/31/2024	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000										
						BODILY INJURY (Per person)	\$										
						BODILY INJURY (Per accident)	\$										
						PROPERTY DAMAGE (Per accident)	\$										
							\$										
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		CUP2T942456	03/31/2023	03/31/2024	EACH OCCURRENCE	\$5,000,000										
						AGGREGATE	\$5,000,000										
							\$										
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	UB2T941238	03/31/2023	03/31/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER											
						E.L. EACH ACCIDENT	\$1,000,000										
						E.L. DISEASE - EA EMPLOYEE	\$1,000,000										
						E.L. DISEASE - POLICY LIMIT	\$1,000,000										
C	Professional Liab		107414121	04/01/2023	04/01/2024	\$2,000,000 Ea. Claim \$2,000,000 \$10,000 Retention											
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)																	
CERTIFICATE HOLDER				CANCELLATION													
FOR INFORMATIONAL PURPOSES ONLY				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.													
				AUTHORIZED REPRESENTATIVE 													
© 1988-2015 ACORD CORPORATION. All rights reserved.																	
ACORD 25 (2016/03) 1 of 1 #S39764705/M39764687		The ACORD name and logo are registered marks of ACORD				JXPEW											

Attachment: Agreement with IMS_Project 801 0083 (6325 : AUTHORIZATION TO AWARD AN AGREEMENT FOR PROFESSIONAL CONSULTANT

EXHIBIT "C"CITY - SERVICES TO BE PROVIDED
TO CONSULTANT

1. Furnish the Consultant all in-house data which is pertinent to services to be performed by the Consultant and which is within the custody or control of the City, including, but not limited to, copies of record and off-record maps and other record and off-record property data, right-of-way maps and other right-of-way data, pending or proposed subject property land division and development application data, all newly developed and pertinent design and project specification data, and such other pertinent data which may become available to the City.
2. Provide timely review, processing, and reasonably expeditious approval of all submittals by the Consultant.
3. Provide timely City staff liaison with the Consultant when requested and when reasonably needed.

EXHIBIT "D"

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$574,683 .
2. The Consultant will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: <http://www.moval.org/biz-lic>.
3. The Consultant will electronically submit an invoice to the City along with documentation evidencing services completed to date as specified in the Request for Proposal. Progress payments will be made in accordance with the payment schedule outlined in the Request for Proposal, but in no case will progress payments be made to the Consultant more frequently than once per month. The progress payment is based on actual time and materials expended in furnishing authorized professional services during the preceding calendar month. At no time will the City pay for more services than have been satisfactorily completed and the City Engineer's determination of the amount due for any progress payment shall be final. The consultant will submit all original invoices to Capital Projects Division staff at TechInfo-CapProj@moval.org. Accounts Payable questions can be directed to (951) 413-3130.
4. The Consultant agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be

completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at:

http://www.moval.org/city_hall/forms.shtml#bf

5. The minimum information required on all invoices is:
 - A. Vendor Name, Mailing Address, and Phone Number
 - B. Invoice Date
 - C. Vendor Invoice Number
 - D. City-provided Reference Number (e.g. Project, Activity)
 - E. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of a contract amount, or detailed billing information that is sufficient to justify the invoice amount; single, lump amounts without detail are not acceptable.
6. The City shall pay the Consultant for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.

Amended PMP Fees: Adds ROW, SST, Lidar



IMS Infrastructure Management Services, LP
1750 S. Los Feliz Dr., # 111, Tempe, AZ 85281
Phone: (480) 839-4347 Fax: (480) 839-4348
www.imsanalysis.com

To: Quang Nguyen, PE, MPA, Capital Projects
Principal Engineer

Date: September 5, 2023

From: Jim Tourek, Client Services Manager

Project: Moreno Valley, CA

Subject: 2023 Pavement/ ROW Data Collection & Mgt.

Project No:

Thank you for taking the time to review the pavement data collection services offered by IMS Infrastructure Management Services. For the 2023 project, IMS has included right-of way assets, and enhanced sidewalk survey and analysis and a curb ramp ADA compliance survey – as follows:

Proposed Project Summary of Fees:

Moreno Valley, CA: 2023-24 IMS Pavement Condition Data Collection

Task	Activity	Quant	Units	Unit Rate	Total
1	Project Meetings	1	LS	\$7,500.00	\$7,500.00
2	Work History (from City Spreadsheet w/GISIDs to PAVER, Since Last Survey)	12	HR	\$150.00	\$1,800.00
3	LCMS-2 RST Field Data Collection (1-pass Arterials, Collectors & Locals: 490 Miles)	1	LS	\$54,740.00	\$54,740.00
4	PAVER Inventory	1	LS	\$3,500.00	\$3,500.00
5	PAVER Database Update & Analysis	1	LS	\$4,500.00	\$4,500.00
6	PAVER - IMS Reporting & Submittals	1	LS	\$4,950.00	\$4,950.00
7	PMS-GIS Layer Update	1	LS	\$3,000.00	\$3,000.00
8	5-Days of Technical Support Including CIP Work & City Council Presentation	1	LS	\$9,000.00	\$9,000.00
PMP Project Sub-Total:					\$88,990.00

RFP Requested Optional Services

ROW Opt. incl. 2-pass	Right of Way Assets (ROW) [GPS & Camera Config.: Select Once w/Any Asset Below]	167	T-Mi	\$110.00	\$18,370.00
	LCMS-2 RST Field Data Collection (2-pass Arterials & Collectors: Needed for Right-of-Way Assets)				
1	Sign & Support Database Development	624	T-Mi	\$75.00	\$46,800.00
2	Driveway Aprons Database Development	624	T-Mi	\$22.00	\$13,728.00
ROW Asset Project Sub-Total:					\$78,898.00

Enhanced Sidewalk Condition Survey (SST)

Task	Activity	Qty	Units	Unit Rate	Total
2023-24 Sidewalk Assessment & Analysis: 825 Sidewalk Miles & Ramp Detailed Assessment: 3,000 Ramps (Excludes 180-200 Miles of Streets w/o Sidewalks)					
Sidewalk Condition Assessment:					\$249,670.00

Detailed Pedestrian Ramp ADA Compliance Survey (Lidar)

Task	Activity	Qty	Units	Unit Rate	Total
Curb Ramp ADA Survey:					\$157,125.00

IMS Project Total: \$574,683.00

Thank you for considering IMS as a viable solution to your pavement management needs and we will strive to be a valuable asset and extension of the City of Moreno Valley’s staff and team. If any questions arise, please do not hesitate to contact me at (480) 462-4030 or jtourek@imsanalysis.com.

IMS Infrastructure Management Services, LP

Jim Tourek
Client Services Manager



IMS Infrastructure Management Services, LP
 1750 S. Los Feliz Dr., # 111, Tempe, AZ 85281
 Phone: (480) 839-4347 Fax: (480) 839-4348
www.imsanalysis.com

IMS Proposal for Professional Services

To: Quang Nguyen, PE, MPA, Capital Projects
 Principal Engineer

Date: September 5, 2023

From: Jim Tourek, Client Services Manager

Project: Moreno Valley, CA

Subject: 2023-24 Sidewalk/ Ramp Assessment Services

Project No:

IMS Infrastructure Management Services excels in pavement, sidewalk, and asset management solutions and can provide a full suite of data collection services. The budget presented below is based on the Cit of Moreno Valley's estimated **825 miles of Sidewalks/ an est. 3k Ramps**, deliverables from IMS' plan as outlined within this quote. IMS brings significant regional experience and expertise to meet the City's pavement condition assessment, right-of-way asset, and software integration. For Sidewalk surveys, IMS has completed **similar Sidewalk and Curb Ramp projects for Fontana, Porterville, and Upland, CA (currently underway)**, Atlanta, GA, Baytown, TX; Bremerton, WA; North Lauderdale, Deltona, FL; and many others (including an award from Davie, FL last month). Here are our proposed scope of work and fees:

Moreno Valley, CA: FY24 Base Scope of Services

2023-24 Sidewalk Assessment & Analysis: 825 Sidewalk Miles & Ramp Detailed Assessment: 3,000 Ramps (Excludes 180-200 Miles of Streets w/o Sidewalk)

Enhanced Sidewalk Condition Survey					
Task	Activity	Qty	Units	Unit Rate	Total
Project Initiation					
SW-1	Project Initiation & Kickoff	1	LS	\$3,000.00	\$3,000.00
SW-2	Sidewalk & Linework & GIS Survey Prep (If Not Already Selected from PMP Optional Services)	825	City SW-Mi	\$22.00	\$18,150.00
SW-3	Master Asset List Development & Survey Setup	1	LS	\$2,500.00	\$2,500.00
Field Surveys					
SW-4	Sidewalk Surface Tester (SST) Mobilization	1	LS	\$3,000.00	\$3,000.00
SW-5	SST Sidewalk Data Collection	825	City SW-Mi	\$175.00	\$144,375.00
SW-6	SST Sidewalk Data Processing and QC/QA	825	City SW-Mi	\$65.00	\$53,625.00
Data Management					
SW-7	Process & Deliver SST HD Video	825	City SW-Mi	\$10.00	\$8,250.00
SW-8	Sidewalk Condition Data Load to Analysis Spreadsheet	1	LS	\$5,250.00	\$5,250.00
SW-9	Sidewalk Analysis & Rehab Prioritization	1	LS	\$7,500.00	\$7,500.00
SW-10	Project Management	1	LS	\$4,020.00	\$4,020.00
Sidewalk Condition Assessment:					\$249,670.00

LiDAR - Pedestrian Ramp ADA Compliance Survey					
Task	Activity	Qty	Units	Unit Rate	Total
L-1	Project Initiation & Kickoff	1	LS	\$3,000.00	\$3,000.00
L-2	ADA Ramp Linework & GIS Survey Prep (If Not Already Selected from PMP Optional Services)	980	T-Mi	\$30.00	\$29,400.00
L-3	Master Asset List Development & Survey Setup	1	LS	\$2,500.00	\$2,500.00
Field Surveys					
L-4	Mobilization/Calibration Lidar Mounted Unit	1	LS	\$3,000.00	\$3,000.00
L-5	Lidar ADA Pedestrian Ramp Field Data Collection	980	T-Mi	\$75.00	\$73,500.00
Data Management					
L-6	Process & Deliver Ladybug ROW imagery	980	T-Mi	\$10.00	\$9,800.00
L-7	Lidar Ramp Measurement Extraction	3,000	EST. # Ramps	\$7.00	\$21,000.00
L-8	Ramp Visual Condition Assessment (from imagery)	3,000	EST. # Ramps	\$2.50	\$7,500.00
L-9	Aggregate Condition Data into Final Geodatabase	1	LS	\$5,000.00	\$5,000.00
L-10	Project Management	1	LS	\$2,425.00	\$2,425.00
Curb Ramp ADA Survey:					\$157,125.00

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Cost Proposal

Moreno Valley, CA: 2023-24 IMS Pavement Condition Data Collection

Task	Activity	Quant	Units	Unit Rate	Total
1	Project Meetings	1	LS	\$7,500.00	\$7,500.00
2	Work History (from City Spreadsheet w/GISIDs to PAVER, Since Last Survey)	12	HR	\$150.00	\$1,800.00
3	LCMS-2 RST Field Data Collection (1-pass Arterials, Collectors & Locals: 490 Miles)	1	LS	\$54,740.00	\$54,740.00
4	PAVER Inventory	1	LS	\$3,500.00	\$3,500.00
5	PAVER Database Update & Analysis	1	LS	\$4,500.00	\$4,500.00
6	PAVER - IMS Reporting & Submittals	1	LS	\$4,950.00	\$4,950.00
7	PMS-GIS Layer Update	1	LS	\$3,000.00	\$3,000.00
8	5-Days of Technical Support Including CIP Work & City Council Presentation	1	LS	\$9,000.00	\$9,000.00
				Project Total:	\$88,990.00

RFP Requested Optional Services

SEE NEXT PAGE FOR REQUESTED OPTIONAL SERVICES (Right-of-Way Assets) >



Moreno Valley, CA: 2023-24 IMS Pavement Condition Data Collection

Task	Activity	Quant	Units	Unit Rate	Total
RFP Requested Optional Services					
ROW Opt.	Right of Way Assets (ROW) [GPS & Camera Config.: Select Once w/Any Asset Below]	167	T-Mi	\$110.00	\$18,370.00
incl.2-pass	LCMS-2 RST Field Data Collection (2-pass Arterials & Collectors: Needed for Right-of-Way Assets)				
1	Sign & Support Database Development	624	T-Mi	\$75.00	\$46,800.00
2	Sidewalk Database Development	624	T-Mi	\$22.00	\$13,728.00
3	Curb Ramp Database Development	624	T-Mi	\$30.00	\$18,720.00
4	Pavement Markings & Striping Database Development	624	T-Mi	\$50.00	\$31,200.00
5	a. Pavement Striping Included with Markings Database Development	624	T-Mi	\$0.00	\$0.00
6	Curb Markings Database Development	624	T-Mi	\$22.00	\$13,728.00
7	Driveway Aprons Database Development	624	T-Mi	\$22.00	\$13,728.00

Additional Optional/ Value-Added Services

SEE NEXT PAGE FOR ADDITIONAL VALUE-ADDED SERVICES PROVIDED by IMS >

Attachment: Agreement with IMS_Project 801 0083 (6325 : AUTHORIZATION TO AWARD AN AGREEMENT



Moreno Valley, CA: 2023-24 IMS Pavement Condition Data Collection

Task	Activity	Quant	Units	Unit Rate	Total
Additional Optional/ Value-Added Services					
13	Walking Re-Surveys on 2-5% of Street Sections (per QC/QA Team or City Staff)	1	LS	\$7,500.00	\$7,500.00
14	PAVER Enhancement Tool: 5-Year Rehab Plan & Budget Development. Easy Street	1	LS	\$1,250.00	\$1,250.00
	a. "ESA - Easy Street Analysis" Pavement Management Spreadsheet Software			Included in Base Activities	
	b. Customizable Prioritization & Cost-Benefit Analysis			Included in Base Activities	
	c. Unlimited Access - Training Library			Included in Base Activities	
	d. Online ESA Spreadsheet Training via Teams			Included in Base Activities	
15	PAVER v7.1 (2 seats) Supply for City Staff to Install	1	LS	\$1,000.00	\$1,000.00
16	a. 2 Additional V7.1 PAVER Installs: Includes 2 Installs/Seats per package	1	PKG.	\$250.00	\$250.00
17	Collaborative Sharing of PAVER (IIT)			TBD , Based on # of Users	
18	Annual PAVER Renewal Subscription (2 Seats)	1	YR/EA	\$1,000.00	\$1,000.00
19	PAVER Management Section Review & Update	1	LS	\$2,750.00	\$2,750.00
20	PAVER Project Formulation	1	LS	\$4,500.00	\$4,500.00
21	PAVER Training - Onsite	2	DA	\$2,500.00	\$5,000.00
22	PAVER Training - Remote	16	HR	\$175.00	\$2,800.00
23	FastFWD Mobilization for Deflection Testing	1	LS	\$3,024.00	\$3,024.00
	a. Arterial & Collector Deflection Testing (2-pass Arterials & Collectors only)	344	T-Mi	\$135.00	\$46,440.00
	b. Data Analysis of Deflection Testing	16	HR	\$175.00	\$2,800.00
	c. Safety Vehicle & Operator (if needed, City to Provide; IMS Est. 0-56 Hrs.)	0	HR	\$110.00	\$0.00
24	Update Pavement Asset Database Years 2 thru 4 (Recently Completed Improvements)	3	EA YR	\$2,000.00	\$6,000.00
	a. Create a New 5-Year Pavement Improvement Plan Analysis w/Maps (Yrs 2 thru 4)	3	EA YR	\$1,250.00	\$3,750.00
25	Collection & Delivery of HD Digital Images, 20' Intervals (Front View)	624	LS	\$12.00	\$7,488.00
26	Annual Fee: Downward Images in Inform Continuous Intervals (Web Based; No Crack Display)	1	EA YR	\$4,000.00	\$4,000.00
	a. Data Fee for Hosting	624	T-Mi	\$5.00	\$3,120.00
	e. Curb & Gutter Database Development	624	T-Mi	\$22.00	\$13,728.00
	f. Traffic Signals/ Flashers. Controllers Database Development	624	T-Mi	\$25.00	\$15,600.00
	g. Street Lights Database Development	624	T-Mi	\$45.00	\$28,080.00
	h. Drop Inlets Database Development	624	T-Mi	\$22.00	\$13,728.00
	i. Drivepads Database Development	624	T-Mi	\$22.00	\$13,728.00
	j. Bridges Database Development	624	T-Mi	\$25.00	\$15,600.00
	k. Street Furniture Database Development	624	T-Mi	\$25.00	\$15,600.00
	l. Cattle Guards Database Development	624	T-Mi	\$22.00	\$13,728.00
	m. Speed Humps Database Development	624	T-Mi	\$25.00	\$15,600.00
	n. Guardrails & Roadside Pedestrian Fence Database Development	624	T-Mi	\$22.00	\$13,728.00
	o. Catch Basins/ Drainage Inlets Database Development	624	T-Mi	\$22.00	\$13,728.00
	p. Culverts & Ditches Database Development	624	T-Mi	\$22.00	\$13,728.00
	q. Cabinets Database Development	624	T-Mi	\$22.00	\$13,728.00
	r. Utility Poles Database Development	624	T-Mi	\$45.00	\$28,080.00
	s. Fire Hydrants Database Development	624	T-Mi	\$22.00	\$13,728.00
	t. Medians Database Development	624	T-Mi	\$22.00	\$13,728.00
	u. Valves Database Development	624	T-Mi	\$32.00	\$19,968.00
	v. Manhole Covers Database Development	624	T-Mi	\$25.00	\$15,600.00
	w. Trees Database Development	624	T-Mi	\$55.00	\$34,320.00
27	IMS Web-Story Map of City's Pavement Condition (Ext. Portal or for Internal Staff)	1	EA	\$7,500.00	\$7,500.00
	a. Years 2 & 3 Annual Updates of Rehabs; Update	2	EA	\$2,000.00	\$4,000.00
28	Non-Standard Written Report (Min. 8-Hours; beyond at Hourly Rate)	8	HR	\$150.00	\$1,200.00
29	Additional or Specialty Maps for Reporting (Beyond Typical 2 Sets)	1	EA	\$175.00	\$175.00
30	Additional Hard Copies of the Final Report (>3 Sets Included)	1	EA	\$200.00	\$200.00
31	Functional Class Review	16	HR	\$175.00	\$2,800.00
32	GIS Clean-up Services	6	HR	\$175.00	\$1,050.00
33	LiDAR ADA Compliance Survey Sub-Total:			Available Upon Request	
34	Sidewalk Survey & Analysis Total:			Available Upon Request	
35	Software Evaluation Needs Assessment	1	LS	\$1,750.00	\$1,750.00
36	Convert Street Layer Polylines to Polygons	624	T-Mi	\$6.00	\$3,744.00
37	Convert Street Layer Polygons to Polylines	624	T-Mi	\$20.00	\$12,480.00

Attachment: Agreement with IMS_Project 801 0083 (6325 : AUTHORIZATION TO AWARD AN AGREEMENT FOR PROFESSIONAL CONSULTANT



Standard Hourly Rates

Role(s)	Rate
Principal and Senior Engineer	\$240/hour
Intermediate Engineer and Data Analyst	\$175/hour
Junior Engineer, Senior Technologist, and Crew Chief	\$100/hour
Technologist and Administrator	\$90/hour

Attachment: Agreement with IMS_Project 801 0083 (6325 : AUTHORIZATION TO AWARD AN AGREEMENT FOR PROFESSIONAL CONSULTANT

EXHIBIT "E"**INSURANCE REQUIREMENTS****Minimum Scope of Insurance**

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the California Labor Code and Employer's Liability Insurance.
4. Professional Liability (Errors and Omissions) insurance appropriate to Consultant's profession.

Minimum Limits of Insurance

Consultant shall maintain limits of liability of not less than:

1. General Liability:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
2. Automobile Liability:
 - \$1,000,000 per accident for bodily injury and property damage
3. Employer's Liability:
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

4. Professional Liability (Errors and Omissions):

\$1,000,000 per claim/occurrence
\$2,000,000 policy aggregate

Umbrella or Excess Insurance

In the event Consultant purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies).

Deductibles and Self-Insured Retentions

Consultant shall be responsible for payment of any deductibles contained in any insurance policy(ies) required hereunder and Consultant shall also be responsible for payment of any self-insured retentions. Any deductibles or self-insured retentions must be declared to, and approved by, the City Manager or his/her designee. At the option of the City Manager or his/her designee, either (i) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects The City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers; or (ii) Consultant shall provide a financial guarantee, satisfactory to the City Manager or his/her designee, guaranteeing payment of losses and related investigations, claim administration and defense expenses. At no time shall City be responsible for the payment of any deductibles or self-insured retentions.

Other Insurance Provisions

The General Liability and Automobile Liability insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
2. The coverage shall contain no special limitations on the scope of protection afforded to the City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers.
3. Consultant's insurance coverage shall be primary and no contribution shall be required of City.

The Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Consultant and its insurer shall waive any right of subrogation against the City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority, and each of their officers, officials, employees, agents and volunteers.

If the Professional Liability (Errors and Omissions) insurance policy is written on a claims-made

form:

1. The retroactive date must be shown, and must be before the effective date of the Agreement or the commencement of work by Consultant.
2. Insurance must be maintained and evidence of insurance must be provided for at least 3 years after any expiration or termination of the Agreement or, in the alternative, the policy shall be endorsed to provide not less than a 3-year discovery period.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Agreement or the commencement of work by Consultant, Consultant must purchase extended reporting coverage for a minimum of 3 years following the expiration or termination of the Agreement.
4. A copy of the claims reporting requirements must be submitted to City for review.
5. These requirements shall survive expiration or termination of the Agreement.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Consultant shall furnish City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for City, Consultant shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers

All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide; or authorized by the City Manager or his/her designee.

Verification of Coverage

Consultant shall furnish City with all certificate(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or his/her designee prior to City's execution of the Agreement and before work commences.



Report to City Council

TO: Mayor and City Council

FROM: Melissa Walker, Public Works Director/City Engineer

AGENDA DATE: October 3, 2023

TITLE: SECOND READING - MUNICIPAL CODE AMENDMENTS TO MODIFY PROVISIONS IN TITLE 8, SECTION 8.21.020 – PERMITS REQUIRED AND SECTION 8.21.160 – EROSION CONTROL

RECOMMENDED ACTION

Recommendation:

1. Conduct second reading by title only and Adopt Ordinance No. 1001. An Ordinance of the City Council of the City of Moreno Valley, California, thereby amending the City of Moreno Valley Municipal Code Sections 8.21.020 and 8.21.160 related to permits required and erosion control.

SUMMARY

On September 5, 2023, the City Council introduced and read by title only Ordinance No. 1001 and also scheduled the second reading and adoption for the October 3, 2023 Council Meeting by a 5-0-0 vote. The adopted Ordinance will augment the threshold (which triggers the requirement of a grading permit) for site disturbance amount in terms of area. In addition, it will specify the threshold for site disturbance amount when an erosion control plan is required. The amended language will confirm the City is consistent with Federal Emergency Management Agency (FEMA) Community Rating System (CRS) guidelines.

FISCAL IMPACT

There is no fiscal impact to the General Fund associated with the proposed ordinance.

PREPARATION OF STAFF REPORT

Prepared By:

Department Head Approval:

Hoang Nguyen, P.E.
Associate Engineer II

Melissa Walker, P.E.
Public Works Director/City Engineer

Concurred By:
Clement Jimenez, P.E.
Principal Engineer

Concurred By:
Harold Zamora, P.E.
Engineering Division Manager/Assistant City Engineer

CITY COUNCIL GOALS

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 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Ordinance No. 1001

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/25/23 3:37 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/25/23 3:40 PM

ORDINANCE NO. 1001

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 8.21.020 AND SECTION 8.21.160 OF CHAPTER 8.21 OF TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, PERMITS REQUIRED AND EROSION CONTROL

WHEREAS, the City Council of the City of Moreno Valley seeks to comply with the Community Rating System (CRS) program;

WHEREAS, the CRS program recommends revising the City's Municipal Code to quantify earth disturbance requirements by area rather than just by volume;

WHEREAS, the City seeks to remain in compliance with the CRS program.

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

SECTION 1. RECITALS

The recitals set forth above are true and correct and are incorporated herein by reference.

SECTION 2: MUNICIPAL CODE AMENDED

Title 8 of the City of Moreno Valley Municipal Code is hereby amended as follows:

Section 8.21.020(A)(2) of Chapter 8.21 of Title 8 of the City of Moreno Valley Municipal Code is deleted and replaced with the following:

"8.21.020(A)(2) An excavation which does not disturb more than one thousand (1,000) square feet in area or not exceed fifty (50) cubic yards on any one site and which is less than two feet in vertical depth, and which does not create a cut slope greater than five feet in vertical height and steeper than one and one-half to one (1.5:1) horizontal to vertical."

Section 8.21.020(A)(9) of Chapter 8.21 of Title 8 of the City of Moreno Valley Municipal Code is deleted and replaced with the following:

"8.21.020(A)(9) A fill less than one foot in depth, placed on natural grade with a slope flatter than five horizontal to one vertical (5:1), which does not disturb more than one thousand (1,000) square feet in area or not exceed fifty (50) cubic yards on any one lot and does not obstruct a drainage course."

Section 8.21.020(A)(10) of Chapter 8.21 of Title 8 of the City of Moreno Valley Municipal Code is deleted and replaced with the following:

“8.21.020(A)(10) A fill less than three feet in depth, not intended to support structures or mobile homes, which does not disturb more than one thousand (1,000) square feet in area or does not exceed fifty (50) cubic yards on any one lot and does not obstruct a drainage course.”

Section 8.21.160(C)(1) of Chapter 8.21 of Title 8 of the City of Moreno Valley Municipal Code is deleted and replaced with the following:

“8.21.160(C)(1) All projects requiring a grading permit must have an erosion control plan submitted for approval. Projects that have an approved erosion control plan from the previous year must submit an updated erosion control plan for approval reflecting existing conditions or necessary changes that are needed for conformance with current conditions.

For those projects that do not require a grading permit, Erosion Control and Sediment Measures must be implemented for land disturbance area of one thousand (1,000) square feet or more.”

SECTION 3. SEVERABILITY

That should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

SECTION 4. REPEAL OF CONFLICTING PROVISIONS

All provisions of the City of Moreno Valley Municipal Code as heretofore adopted that are in conflict with the provisions of this ordinance are hereby repealed.

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 days after the date of its adoption.

APPROVED AND ADOPTED this 3rd day of October, 2023.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Attachment: Ordinance No. 1001 (6379 : MUNICIPAL CODE AMENDMENTS TO MODIFY PROVISIONS IN TITLE 8, SECTION 8.21.020)

ORDINANCE JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 1001 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 October, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Attachment: Ordinance No. 1001 (6379 : MUNICIPAL CODE AMENDMENTS TO MODIFY PROVISIONS IN TITLE 8, SECTION 8.21.020)



Report to City Council

TO: Mayor and City Council

FROM: Melissa Walker, Public Works Director/City Engineer

AGENDA DATE: October 3, 2023

TITLE: PEN18-0080 (TR 37462) - APPROVE TRACT MAP 37462 LOCATED ON THE NORTH SIDE OF BRADSHAW CIRCLE EAST OF MORENO BEACH DRIVE. OWNER: HAKAN BUVAN

RECOMMENDED ACTION

Recommendations:

1. Approve Tract Map 37462; and
2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

SUMMARY

This report recommends approval of Tract Map 37462, which is owned by Hakan Buvan. Tract Map 37462 will subdivide two (2) lots into 8 residential lots and is located on the northside of Bradshaw Circle, east of Moreno Beach Drive.

DISCUSSION

On September 26, 2019, the Planning Commission of the City of Moreno Valley approved Tentative Tract Map 37462. The project is for the subdivision of a 1.9-acre vacant site into 8 single-family residential lots, two (2) lettered lots for private streets, and two (2) lettered lots for water quality purposes. The project is located on the northside of Bradshaw Circle, east of Moreno Beach Drive. The Agreement for Public Improvements was recorded on July 27, 2023. Tract Map 37462 is in substantial conformance with the approved Tentative Tract Map. The developer has requested that the map be approved for recordation.

ENVIRONMENTAL

On September 26, 2019, the Planning Commission of the City of Moreno Valley approved Tentative Tract Map 37462. As designed and conditioned, this project is exempt from the provisions of the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15332 (Class 32) In-Fill Development Projects.

ALTERNATIVES

1. Approve and authorize the recommended actions as presented in this staff report. *Staff recommends this alternative as it will allow the tract map to be recorded and allow the project to move forward with development of residential property and adjacent improvements.*
2. Do not approve and do not authorize the recommended actions as presented in this staff report. *Staff does not recommend this alternative as it will not allow the tract map to be recorded and not allow the project to move forward with development of residential property and adjacent improvements.*

FISCAL IMPACT

No fiscal impact is anticipated.

NOTIFICATION

Publication of agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Hoang Nguyen, P.E.
Associate Engineer II

Department Head Approval:
Melissa Walker, P.E.
Public Works Director/City Engineer

Concurred By:
Clement Jimenez, P.E.
Principal Engineer

Concurred By:
Harold Zamora, P.E.
Engineering Division Manager/Assistant City Engineer

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 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

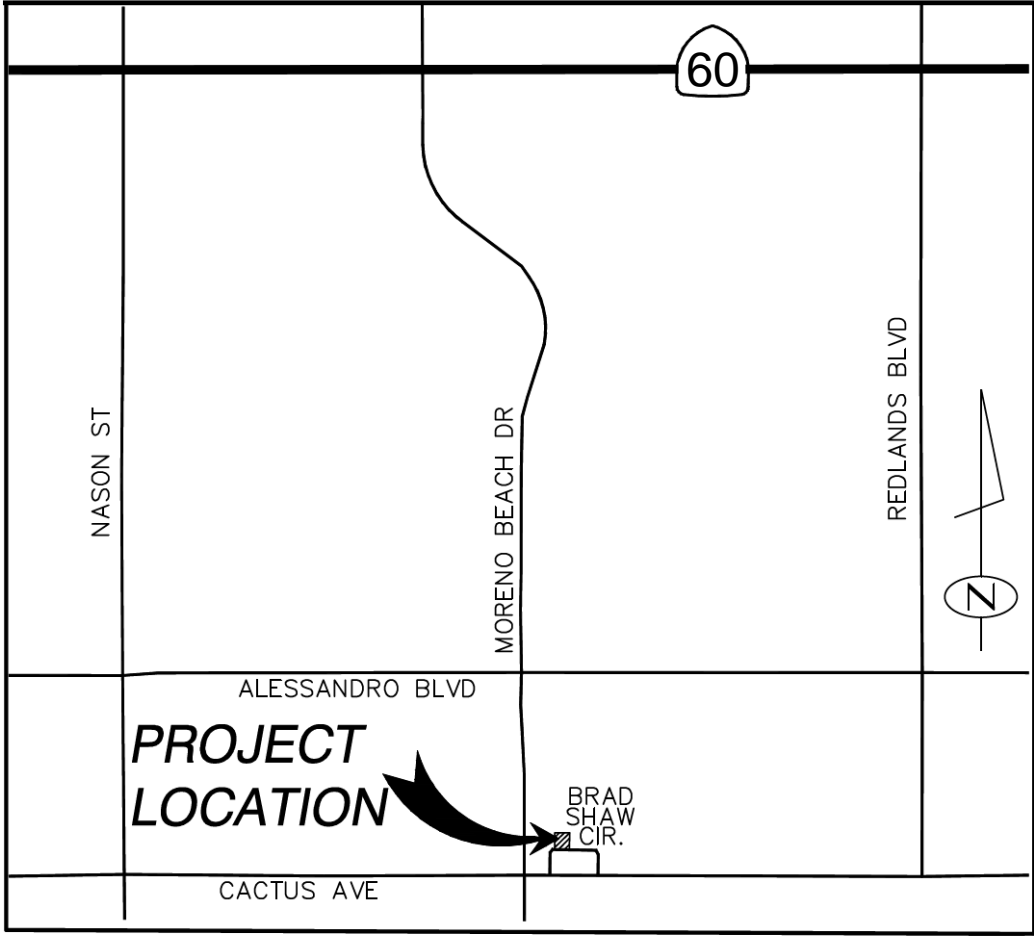
ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. Vicinity Map - PEN18-0080 (TR 37462)
- 2. Tract Map 37462

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/25/23 3:38 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/25/23 3:41 PM



VICINITY MAP
NOT TO SCALE

CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT

PEN18-0080 (TR 37462)
Final Map

Attachment: Vicinity Map - PEN18-0080 (TR 37462) (6381 : PEN18-0080 (TR 37462) - APPROVE TRACT MAP 37462)

AREA: 1.95 ACRES (GROSS)
8 NUMBERED LOTS
4 LETTERED LOTS

IN THE CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA

TRACT NO. 37462

BEING A DIVISION OF PARCEL 1, PARCEL 2, LOT "A", AND LOT "B" OF PARCEL MAP 22460 AS SHOWN ON A MAP FILED IN BOOK 148 OF PARCEL MAPS, AT PAGES 33 THOROUGH 34, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 3 WEST, S.B.M.

PLUMB LINE SURVEYING, INC.

NOVEMBER 2019

RECORDER'S STATEMENT

FILED THIS _____ DAY OF _____, 2023, AT _____ M.
IN BOOK _____ OF TRACT MAPS, AT PAGES _____, AT THE
REQUEST OF THE CITY CLERK OF THE CITY OF MORENO VALLEY.
NO. _____
FEE \$: _____

PETER ALDANA, ASSESSOR-COUNTY CLERK-RECORDER

BY: _____, DEPUTY

SUBDIVISION GUARANTEE: FIRST AMERICAN TITLE COMPANY

OWNER'S STATEMENT

I HEREBY STATE THAT I AM THE OWNER OF THE LAND INCLUDED WITHIN THE SUBDIVISION SHOWN HEREON; THAT I AM THE ONLY PERSON WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID LAND; THAT I CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS SHOWN WITHIN THE DISTINCTIVE BORDER LINE.

I HEREBY RETAIN LOTS "A" (BUVAN COURT) AND "B" (BRADSHAW CIRCLE), INDICATED AS "PRIVATE STREETS," AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF MYSELF, MY SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: LOTS "A" AND "B". THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "A" AND "B".

I HEREBY RETAIN LOTS "C" AND "D", INDICATED AS "WATER QUALITY BASIN," AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF MYSELF, MY SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.

I ALSO HEREBY DEDICATE TO THE CITY OF MORENO VALLEY:

A 3.00 FOOT WIDE EASEMENT ALONG THE FRONT LOT LINES OF LOTS 1 THROUGH 8, INCLUSIVE, FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.

AN EASEMENT FOR LANDSCAPE MAINTENANCE AND WATER QUALITY INSPECTION PURPOSES OVER LOTS "C" AND "D", AS SHOWN HEREON.

A BLANKET EASEMENT FOR ELECTRIC UTILITY PURPOSES OVER LOTS 1 THROUGH 8, INCLUSIVE, FOR THE RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSE OF OPERATION, MAINTENANCE, FACILITY REPAIR, AND METER READING.

THE REAL PROPERTY DESCRIBED BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES: TO EASTERN MUNICIPAL WATER DISTRICT ("DISTRICT"), A PUBLIC AGENCY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE MUNICIPAL WATER DISTRICT LAW OF 1911, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT AND RIGHT OF WAY TO CONSTRUCT, MAINTAIN, ENLARGE, RECONSTRUCT, REMOVE AND REPLACE, OPERATE, INSPECT, REPAIR, IMPROVE AND RELOCATE SEWER, WATER, AND RECYCLED WATER FACILITIES, ALL AS SHOWN ON THIS MAP WITHIN THE SUBDIVISION AND DESIGNATED "SEWER, WATER, AND RECYCLED WATER EASEMENT" HEREON, TOGETHER WITH THE RIGHT OF ACCESS TO AND FROM SAID EASEMENT FOR THE PURPOSE OF EXERCISING THE RIGHTS GRANTED IN SAID EASEMENT. OWNER RETAINS THE RIGHT TO USE THE EASEMENT AREA PROVIDED THAT OWNER SHALL NOT CONSTRUCT OR ERECT BUILDINGS, MASONRY WALLS, MASONRY FENCES AND OTHER STRUCTURES OR IMPROVEMENTS, OR PLANT OR GROW TREES OR SHRUBS, OR CHANGE THE SURFACE GRADE OR INSTALL PRIVATELY-OWNED PIPELINES WITHOUT THE PRIOR WRITTEN CONSENT OF DISTRICT.

HAKAN BUVAN
OWNER

[Signature]
01/09/2023
DATE

EASTERN MUNICIPAL WATER DISTRICT'S ACCEPTANCE STATEMENT

I HEREBY STATE THAT THE EASEMENTS DEDICATED ON THIS MAP TO THE EASTERN MUNICIPAL WATER DISTRICT ARE HEREBY ACCEPTED AND THE DISTRICT CONSENTS TO THE RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

[Signature]
SHEILA ZELAYA
BOARD SECRETARY OF THE EASTERN MUNICIPAL WATER DISTRICT AND THE BOARD OF DIRECTORS THEREOF.

01/25/23
DATE

TAX BOND CERTIFICATE

I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$ 2500.00 HAS BEEN EXECUTED AND FILED WITH THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, CALIFORNIA, CONDITIONED UPON THE PAYMENT OF ALL TAXES, STATE, COUNTY, MUNICIPAL, OR LOCAL, AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES, WHICH AT THE TIME OF FILING OF THIS MAP WITH THE COUNTY RECORDER ARE A LIEN AGAINST SAID PROPERTY BUT NOT YET PAYABLE AND SAID BOND HAS BEEN DULY APPROVED BY SAID BOARD OF SUPERVISORS.

DATE: January 25, 2023

CASH OR SURETY BOND
MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: Pela mundra, DEPUTY

TAX COLLECTOR'S CERTIFICATE

I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE, AS OF THIS DATE, THERE ARE NO LIENS AGAINST THE PROPERTY SHOWN ON THE WITHIN MAP FOR UNPAID STATE, COUNTY, MUNICIPAL, OR LOCAL TAXES, OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES NOW A LIEN BUT NOT YET PAYABLE, WHICH ARE ESTIMATED TO BE \$ 2500.00.

DATE: January 25, 2023

MATTHEW JENNINGS
COUNTY TAX COLLECTOR

BY: Pela mundra, DEPUTY

CITY SURVEYOR'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THE TRACT MAP AND AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

ROBERT N. BEUSCHLEIN P.L.S. 7874 DATE
AUTHORIZED AGENT OF THE CITY ENGINEER
CITY OF MORENO VALLEY



SIGNATURE OMISSIONS

PURSUANT TO SECTION 66436 OF THE SUBDIVISION MAP ACT, THE SIGNATURES OF THE FOLLOWING OWNERS OF EASEMENTS AND / OR OTHER INTERESTS HAVE BEEN OMITTED:

EASEMENT FOR PUBLIC UTILITIES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY RECORDED OCTOBER 21, 1977 AS INSTRUMENT NO. 209355 AND RECORDED AUGUST 10, 1978 AS INSTRUMENT NO. 168543 OF OFFICIAL RECORDS.

SOILS REPORT

PURSUANT TO THE PROVISIONS OF SECTION 66490 OF THE SUBDIVISION MAP ACT, A PRELIMINARY SOILS REPORT WAS PREPARED BY EARTH STRATA GEOTECHNICAL SERVICES, INC., REGISTERED IN THE STATE OF CALIFORNIA, PROJECT NO. 171903-10A, DATED FEBRUARY 28, 2018 WHICH IS ON FILE IN THE OFFICE OF THE CITY ENGINEER, CITY OF MORENO VALLEY.

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF HAKAN BUVAN ON OCTOBER, 2019. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS INDICATED OR THAT THEY WILL BE SET IN ACCORDANCE WITH THE TERMS OF THE MONUMENT AGREEMENT FOR THE MAP AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. THIS SURVEY IS TRUE AND COMPLETE AS SHOWN

[Signature]
MICHAEL D. VANNOTY,
LICENSE EXPIRES: 09 / 30 / 2024

1-17-23
DATE

P.L.S. 8932



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF THE TRACT MAP AS FILED AND APPROVED BY THE CITY OF MORENO VALLEY CITY COUNCIL AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL KNOWN PROVISIONS OF THE STATE LAW AND CITY REGULATIONS APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH

MELISSA WALKER P.E. 62940 DATE
ACTING PUBLIC WORKS DIRECTOR/CITY ENGINEER
LICENSE EXPIRES: 06 / 30 / 2024



CITY CLERK'S STATEMENT

I HEREBY STATE THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, DULY APPROVES THIS TRACT MAP.

AND DO ALSO ACCEPT ON BEHALF OF THE CITY OF MORENO VALLEY:

AN EASEMENT OVER ALL PRIVATE STREETS, LOTS "A" (BUVAN COURT) AND "B" (BRADSHAW CIRCLE), FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES AS SHOWN HEREON.

A 3.00 FOOT EASEMENT FOR PUBLIC UTILITY PURPOSES, AS SHOWN HEREON.

AN EASEMENT FOR LANDSCAPE MAINTENANCE AND WATER QUALITY INSPECTION PURPOSES OVER LOTS "C" AND "D", AS SHOWN HEREON, SUBJECT TO THE COMPLETION AND ACCEPTANCE OF IMPROVEMENTS.

A BLANKET EASEMENT FOR ELECTRIC UTILITY PURPOSES OVER LOTS 1 THROUGH 8, INCLUSIVE, FOR THE RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSE OF OPERATION, MAINTENANCE, FACILITY REPAIR, AND METER READING.

I ALSO HEREBY CERTIFY THAT APPROVAL OF SUBJECT MAP IS PURSUANT TO THE PROVISIONS OF SECTION 66436(a)(3)(A) OF THE SUBDIVISION MAP ACT.

JANE HALSTEAD DATE
CITY CLERK OF THE CITY OF MORENO VALLEY

Attachment: Tract Map 37462 (6381 : PEN18-0080 (TR 37462) - APPROVE TRACT MAP 37462)

IN THE CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA

TRACT NO. 37462

BEING A DIVISION OF PARCEL 1, PARCEL 2, LOT "A", AND LOT "B" OF PARCEL MAP 22460 AS SHOWN ON
A MAP FILED IN BOOK 148 OF PARCEL MAPS, AT PAGES 33 THOROUGH 34, RECORDS OF RIVERSIDE
COUNTY, CALIFORNIA, LYING WITHIN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 3 WEST, S.B.M.

PLUMB LINE SURVEYING, INC.

NOVEMBER 2019

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA

COUNTY OF Orange

ON January 09, 2023 BEFORE ME, Jeongmin Suh A NOTARY PUBLIC, PERSONALLY APPEARED HAKAN BUVAN WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FORGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL.
Orange COUNTY

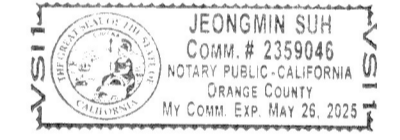
MY PRINCIPAL PLACE OF BUSINESS IS IN

SIGNATURE Jeongmin Suh

MY COMMISSION EXPIRES: 05/26/2025

PRINT NAME Jeongmin Suh

MY COMMISSION NUMBER: # 2359046



Attachment: Tract Map 37462 (6381 : PEN18-0080 (TR 37462) - APPROVE TRACT MAP 37462)

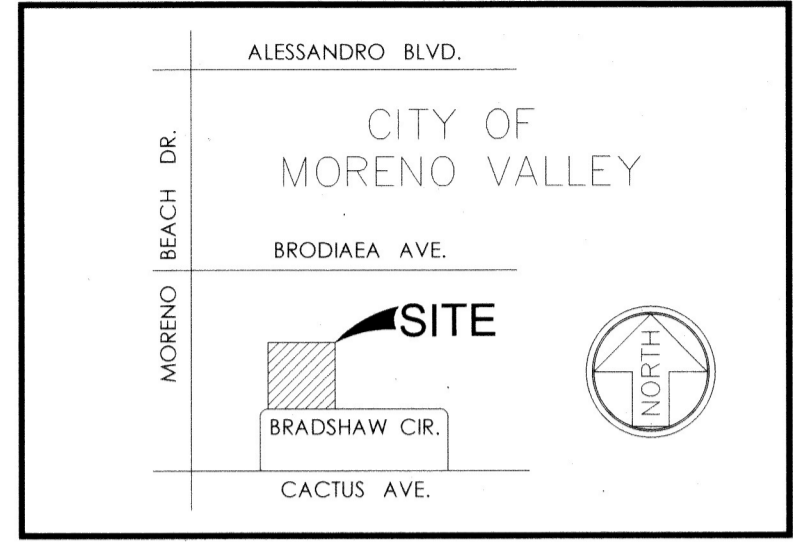
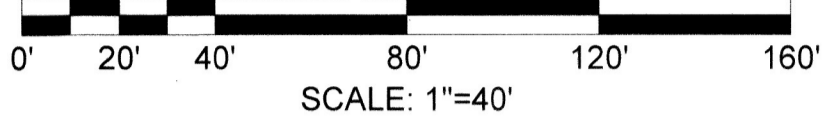
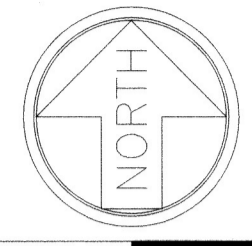
IN THE CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA

TRACT NO. 37462

BEING A DIVISION OF PARCEL 1, PARCEL 2, LOT "A", AND LOT "B" OF PARCEL MAP 22460 AS SHOWN ON A MAP FILED IN BOOK 148 OF PARCEL MAPS, AT PAGES 33 THOROUGH 34, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 3 WEST, S.B.M.

PLUMB LINE SURVEYING, INC.

NOVEMBER 2019



VICINITY MAP
NOT TO SCALE

SURVEYOR'S NOTES

- INDICATES FOUND MONUMENT AS NOTED
- INDICATES FOUND 1" IP, PLASTIC PLUG STAMPED "LS 4724" PER PM 148/33-34. FOUND FLUSH UNLESS NOTED OTHERWISE
- × INDICATES "SEARCHED, FOUND NOTHING"
- INDICATES SET 1" IP, PLASTIC PLUG STAMPED "PLS 8932", FLUSH, UNLESS NOTED OTHERWISE

SET NAIL AND TAG, STAMPED "PLS 8932", FLUSH, IN TOP OF CURB AT THE PROLONGATION OF SIDE LOT LINES, AND BC'S, EC'S OF ALL FRONT LOT LINES, PROJECTED RADIALLY

SET 1" IP, PLASTIC PLUG STAMPED "PLS 8932", FLUSH AT ALL REAR LOT CORNERS AND SIDE LOT LINE ANGLE POINTS, OR NAIL AND TAG STAMPED "PLS 8932" ON WALL FOOTING

SET NAIL AND TAG, STAMPED "PLS 8932", FLUSH, IN TOP OF CURB FOR CORNER CUTBACKS, PROJECTED PERPENDICULAR TO CENTERLINE

ALL MONUMENTS SET SHALL BE PER CITY OF MORENO VALLEY STD. MVSJ-170 SERIES.

THIS TRACT MAP CONTAINS 85,042 SF GROSS (1.95 ACRES)

() INDICATES RECORD DATA PER PM 148/33-34

[] INDICATES RECORD DATA PER PM 36/96

{ } INDICATES RECORD DATA PER CR 14-0768

THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA STATE PLANE COORDINATE SYSTEM, CCS83, ZONE 6, NAD 83 (2011), EPOCH 2010.00, AS DETERMINED LOCALLY BY THE LINE BETWEEN CONTINUOUSLY OPERATING REFERENCE STATION "P584" AND "MLFP", AS SHOWN HEREON AS: N 84°41'07" W

QUOTED BEARINGS AND DISTANCES FROM REFERENCE MAPS OR DEEDS ARE AS SHOWN PER THAT RECORD REFERENCE.

ALL DISTANCES SHOWN ARE GROUND DISTANCES UNLESS SPECIFIED OTHERWISE. GRID DISTANCES MAY BE OBTAINED BY MULTIPLYING THE GROUND DISTANCE BY A COMBINATION FACTOR OF 0.99993554. CALCULATIONS ARE MADE AT A 1" IP, TAGGED "LS 4055", AT THE NORTHWESTERLY CENTERLINE ANGLE POINT OF BRADSHAW CIRCLE, BEING REFERENCED HEREON AS "CP-1" WITH COORDINATES OF: N: 2276364.61, E: 6281643.52, USING AN ELEVATION OF 1,553 FEET

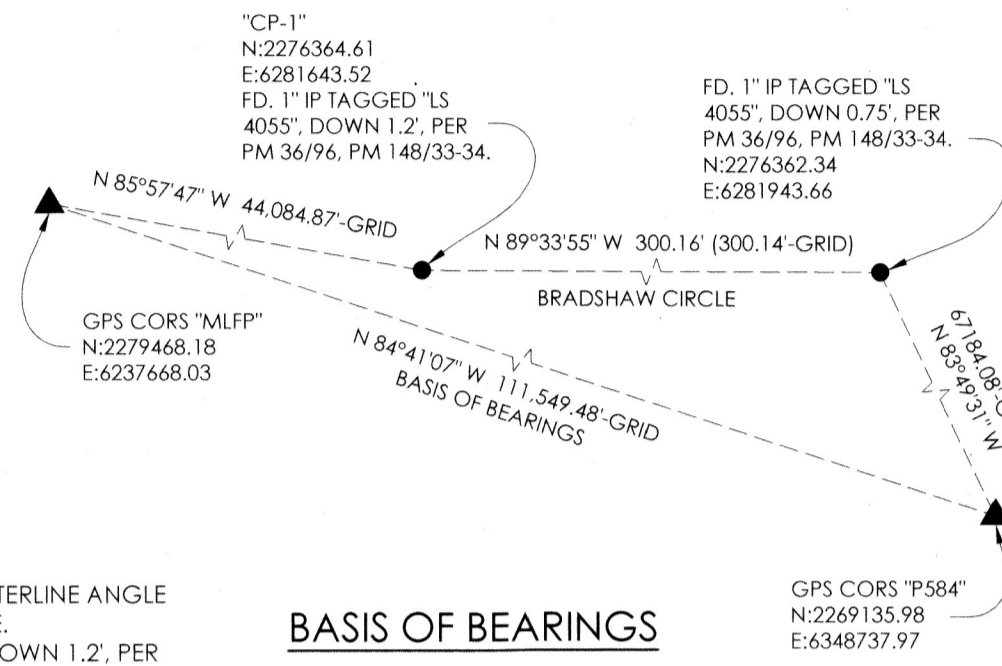
FOUND MONUMENT LEGEND

- ① FD.1" IP, TAG ILLEGIBLE, DOWN 1.5", NO REF., NOT ACCEPTED. N 66°04'54" E 0.17' FROM TRUE POSITION
- ② FD.1" IP, NAIL SHAFT IN CONCRETE CORE, DOWN 1.8", NO REF., NOT ACCEPTED. N 63°47'52" E 0.17' FROM TRUE POSITION

EASEMENT NOTES

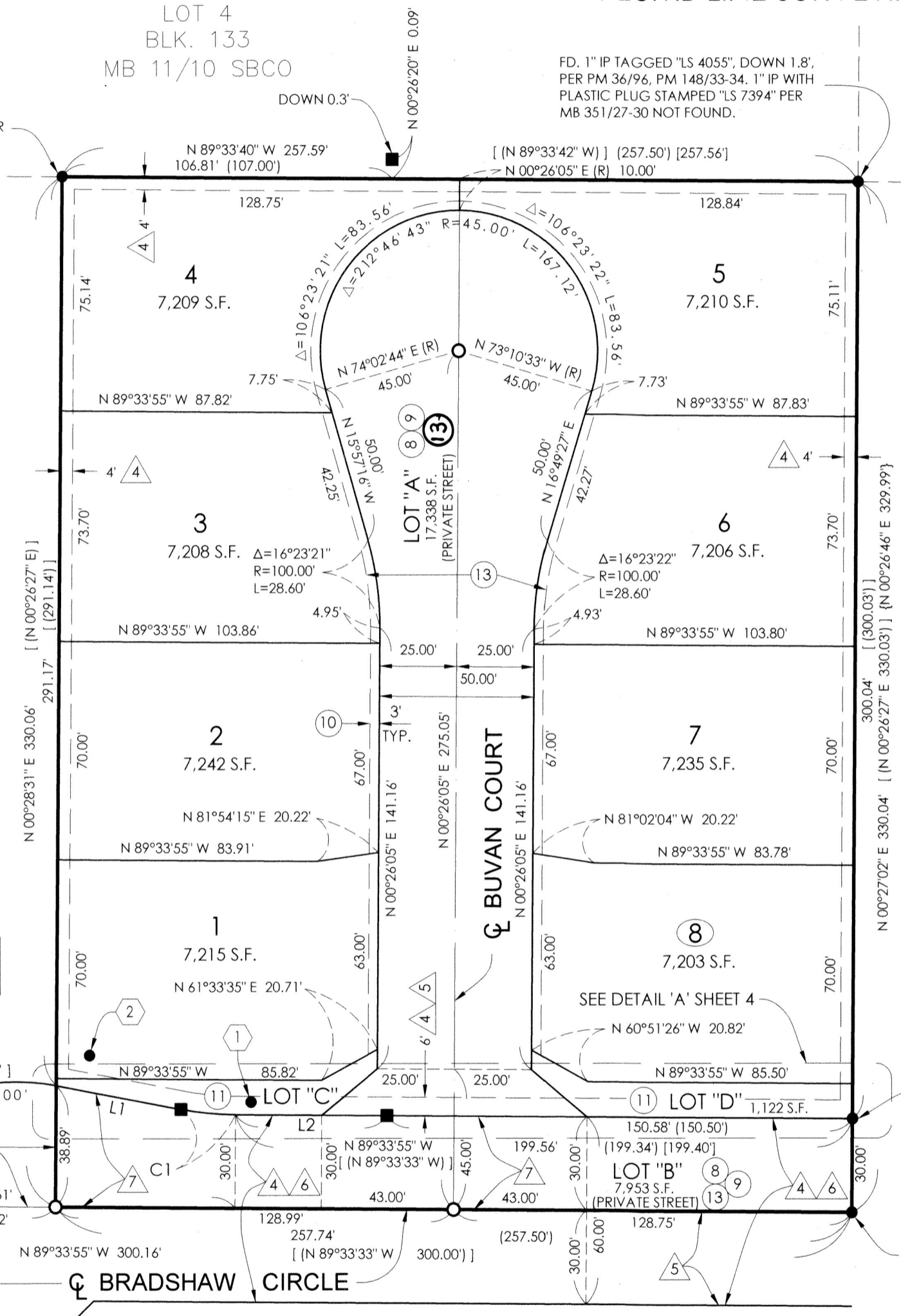
- # INDICATES EXISTING EASEMENT PLOTTED HEREON.
- # INDICATES EASEMENT PER THIS MAP PLOTTED HEREON.
- 1 EASEMENT FOR PIPELINES, CONDUITS, INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT RECORDED MARCH 04, 1955 IN BOOK 1702, PAGES 467, 552, AND 559 OF OFFICIAL RECORDS. THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION
- 2 EASEMENT FOR PIPELINES, CONDUITS, INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT RECORDED MARCH 23, 1959 AS INSTRUMENT NO. 1959-24049 OF OFFICIAL RECORDS. THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION
- 3 EASEMENT FOR CONDUITS, INGRESS AND EGRESS AND INCIDENTAL PURPOSES IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT RECORDED NOVEMBER 12, 1969 AS INSTRUMENT NO. 1669-115832 OF OFFICIAL RECORDS. THE LOCATION OF THE EASEMENT CANNOT BE DETERMINED FROM RECORD INFORMATION
- 4 EASEMENT FOR EITHER OR BOTH POLE LINES, CONDUITS OR UNDERGROUND FACILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION RECORDED OCTOBER 21, 1977 AS INSTRUMENT NO. 1977-209355 OF OFFICIAL RECORDS.
- 5 EASEMENT FOR PUBLIC UTILITIES AND INCIDENTAL PURPOSES IN FAVOR OF SOUTHERN CALIFORNIA EDISON COMPANY, A CORPORATION RECORDED AUGUST 10, 1978 AS INSTRUMENT NO. 1978-168543 OF OFFICIAL RECORDS.
- 6 EASEMENT AS SHOWN OR DEDICATED ON THE MAP AS REFERRED TO IN THE LEGAL DESCRIPTION FOR PUBLIC USE FOR STREET AND PUBLIC UTILITY AND INCIDENTAL PURPOSES
- 7 RIGHTS OF THE PUBLIC IN AND TO THAT PORTION OF THE LAND LYING WITHIN ANY ROAD, STREET, ALLEY OR HIGHWAY
- 8 PRIVATE STREET RETAINED HEREON AS LOTS "A" (BUVAN COURT) AND "B" (BRADSHAW CIRCLE), INDICATED AS "PRIVATE STREETS," AS SHOWN HEREON FOR PRIVATE USE, FOR THE SOLE BENEFIT OF MYSELF, MY SUCCESSORS, ASSIGNEES, AND LOT OWNERS WITHIN THIS TRACT MAP.
- 9 EASEMENT FOR PUBLIC PURPOSES: LOTS "A" AND "B". THE DEDICATION IS FOR PUBLIC UTILITY PURPOSES TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR EMERGENCY VEHICLES WITHIN LOTS "A" AND "B".
- 10 3.00 FOOT WIDE PUBLIC UTILITY EASEMENT DEDICATED HEREON TO THE CITY OF MORENO VALLEY.
- 11 PUBLIC EASEMENT FOR LANDSCAPE MAINTENANCE AND WATER QUALITY INSPECTION PURPOSES OVER LOTS "C" AND "D", DEDICATED HEREON TO THE CITY OF MORENO VALLEY
- 12 BLANKET EASEMENT FOR ELECTRIC UTILITY PURPOSES OVER LOTS 1 THROUGH 8, INCLUSIVE, FOR THE RIGHTS OF INGRESS AND EGRESS FOR THE PURPOSE OF OPERATION, MAINTENANCE, FACILITY REPAIR, AND METER READING DEDICATED HEREON TO THE CITY OF MORENO VALLEY.
- 13 SEWER, WATER, AND RECYCLED WATER EASEMENT IN FAVOR OF EASTERN MUNICIPAL WATER DISTRICT DEDICATED HEREON

LOT G
MB 351/27-30



BASIS OF BEARINGS

AT THE NORTHWESTERLY CENTERLINE ANGLE POINT OF BRADSHAW CIRCLE, FD. 1" IP TAGGED "LS 4055", DOWN 1.2", PER PM 36/96, PM 148/33-34, REFERENCED HEREON AS "CP-1"



LINE DATA

LINE	BEARING	DISTANCE
L1	N 79°19'41" W	41.04'
	[(N 79°19'22" W)]	[(41.04)']
L2	N 89°33'55" W	48.98'
	[(N 89°33'33" W)]	[(48.84)']

CURVE DATA

CURVE	DELTA	RADIUS	LENGTH
C1	10°14'14"	100.00'	17.87'
	[(10°14'11")]	[(100.00)']	[(17.87)']

"CP-1"
FD. 1" IP TAGGED "LS 4055", DOWN 1.2", PER PM 36/96, PM 148/33-34.

FD. 1" IP TAGGED "LS 4055", DOWN 0.75", PER PM 36/96, PM 148/33-34.

FD. SPIKE & WASHER STAMPED "LS 4343", FLUSH, PER CR 14/768

△=10°14'11" Δ=10°14'14" [R=100.00'] [R=100.00'] [L=17.87'] [L=17.87']

FD. 1" IP TAGGED "LS 4055", DOWN 2.5", PER PM 36/96.

Attachment: Tract Map 37462 (6381 : PEN18-0080 (TR 37462) - APPROVE TRACT MAP 37462)

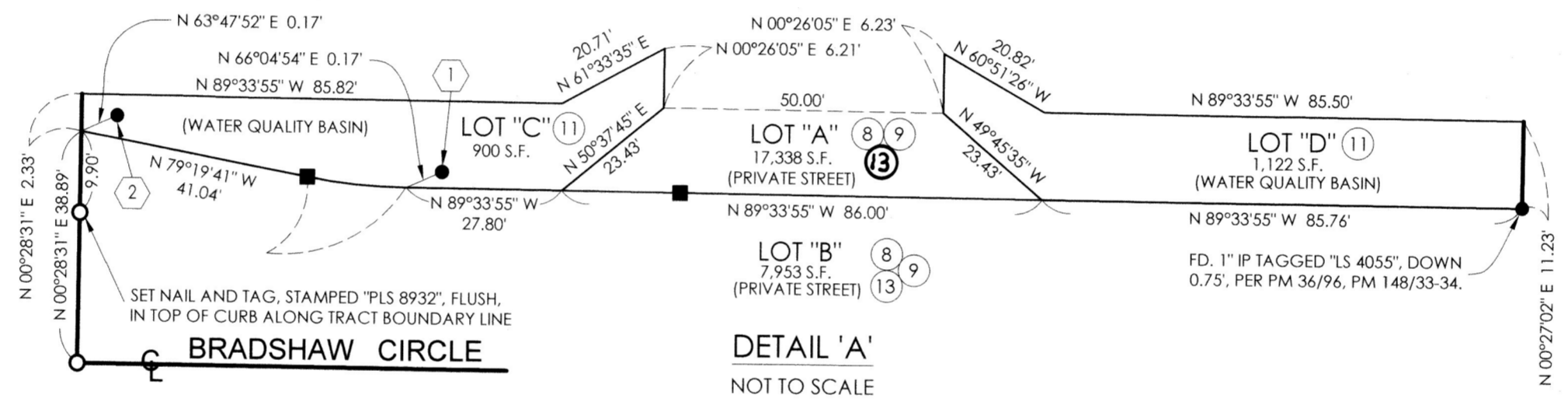
IN THE CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA

TRACT NO. 37462

BEING A DIVISION OF PARCEL 1, PARCEL 2, LOT "A", AND LOT "B" OF PARCEL MAP 22460 AS SHOWN ON A MAP FILED IN BOOK 148 OF PARCEL MAPS, AT PAGES 33 THORUGH 34, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA, LYING WITHIN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 3 WEST, S.B.M.

PLUMB LINE SURVEYING, INC.

NOVEMBER 2019



Attachment: Tract Map 37462 (6381 : PEN18-0080 (TR 37462) - APPROVE TRACT MAP 37462)



Report to City Council

TO: 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: Brian Mohan, Assistant City Manager

AGENDA DATE: October 3, 2023

TITLE: PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) - AMENDMENT NOS. 60, 79, 104, 106, 109, AND 114-116 (RESO. NOS. CSD 2023-___ TO CSD 2023-___)

RECOMMENDED ACTION

Recommendation:

1. Adopt Resolution No. CSD 2023-___, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 60) (SPSSM INV VI, located at 12054 Graham St.).
2. Adopt Resolution No. CSD 2023-___, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 79) (D.R. Horton Los Angeles Holding Company, Inc., located on the southwest corner of Alessandro Blvd. and Oliver St.).
3. Adopt Resolution No. CSD 2023-___, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 104) (Chau Van Nguyen, located at 24168 Mt. Russell).

4. Adopt Resolution No. CSD 2023-___, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 106) (D.R. Horton Los Angeles Holding Company, Inc., located on the northeast corner of Oliver St. and Brodiaea Ave.).
5. Adopt Resolution No. CSD 2023-___, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 109) (Emerita Bidgood Cruz and Christian Roman Hassard Gastelum, located at 10953 Mendoza Rd.).
6. Adopt Resolution No. CSD 2023-___, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 114) (Daniel and Verence Vences, located at 25404 Sand Creek Trl.).
7. Adopt Resolution No. CSD 2023-___, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 115) (Arturo Bravo Jr. and Antonio Rangel, and Mayra Isabel Esparza Soria located at 22890 Scotia Ln.).
8. Adopt Resolution No. CSD 2023-___, a Resolution of the Board for the Moreno Valley Community Services District of the City of Moreno Valley, California, ordering the annexation of territory to City of Moreno Valley Community Facilities District No. 2021-01 (Parks Maintenance) and approving the amended map for said District (Amendment No. 116) (Jessida Annette Macias, located at 14701 Unity Ct.).

SUMMARY

Adoption of the resolutions (Attachments 1-8) will certify the annexation of 11 parcels into Community Facilities District (CFD) No. 2021-01 (Parks Maintenance) ("District"). This action impacts only the property owners identified below, not the general citizens or taxpayers of the City.

DISCUSSION

As a condition of approval for the development projects identified below, the applicants are required to provide an ongoing funding source for maintenance of certain public facilities (e.g., parks). The funding is used to mitigate the cost of the impacts created by

the proposed development.

Property Owner Project ACP Record #s	Amendment No.	APN(s)	Location
SPSSM INV VI Accessory Dwelling Unit (ADU) BFR22-0135/SCP22-0088	60	292-202-015	12054 Graham St.
D.R. Horton Los Angeles Holding Company, Inc. TR 38236, 204 SF Homes PEN21-0184/SCP23-0006	79	486-260-003 486-260-004 486-260-005 486-260-009	Southwest corner of Alessandro Blvd. and Oliver St.
Chau Van Nguyen Accessory Dwelling Unit (ADU) BFR22-0268/SCP23-0022	104	482-481-029	24168 Mt. Russell Dr.
D.R. Horton Los Angeles Holding Company, Inc., TR 38237, 67 SF Homes PEN21-0199/SCP23-0030	106	486-240-010	Northeast corner of Oliver St. and Brodiaea Ave.
Emerita Bidgood Cruz and Christian Roman Hassard Gastelum Accessory Dwelling Unit (ADU) BFR22-0267/SCP23-0031	109	260-126-014	10953 Mendoza Rd.
Daniel and Verence Vences Accessory Dwelling Unit (ADU) BFR22-0271/SCP23-0013	114	479-514-001	25404 Sand Creek Trl
Arturo Bravo Jr., Antonio Rangel and Mayra Isabel Esparza Soria Accessory Dwelling Unit (ADU) BFR23-0145/SCP23-0036	115	291-331-015	22890 Scotia Ln.
Jessida Annette Macias Accessory Dwelling Unit (ADU) BFR23-0038/SCP23-0041	116	482-690-026	14701 Unity Ct.

On June 1, 2021, the CSD Board formed CFD No. 2021-01, pursuant to the Mello-Roos Community Facilities Act of 1982. The District was created to provide the development community with an alternative funding tool to mitigate the impacts of their proposed development. If a property owner elects to annex the parcels of their development into the District, they also authorize the CSD to annually levy a special tax, collected on the annual property tax bill, against property in the development project. Thus, satisfying the condition of approval.

On December 21, 2021, the CSD Board adopted Ordinance No. 56, which designated the entire territory of the City as a future annexation area for the District. With the future annexation area designated, annexations can occur without an additional public hearing as long as the annexing landowner provides unanimous consent. Once annexed, parcels are subject to the annual special tax to fund the service they are receiving.

An applicant has two options to satisfy the condition(s) of approval:

1. The property owner submits a Landowner Petition unanimously approving annexation of the property into the District. Approval of the petition and special tax rate allows the City to annually levy the special tax on the property tax bill of the property. This option is only available if there are fewer than 12 registered voters living within the proposed annexation area; or
2. The applicant funds an endowment in an amount sufficient to yield an annual revenue stream that meets the annual obligation and provides for the ongoing operation and maintenance of parks facilities.

The Property Owners listed above elected to annex their property into CFD No. 2021-01 and have the special tax applied to the annual property tax bill. The Office of the Riverside County Registrar of Voters confirmed the number of registered voters residing at each property, allowing a special election of the landowner. Adoption of the resolutions (Attachments 1-8) amends the District and adds the property to the tax rate area identified in the Fiscal Impact section of this report. The resolutions also direct the recordation of the boundary maps (Attachments 9-16) and amended notice of special tax liens for the amendments. The Election Official confirmed the Property Owners unanimously approved the annexation of their property into the District (Attachments 17-24).

ALTERNATIVES

1. Adopt the resolutions. *Staff recommends this alternative since it will annex the properties into CFD No. 2021-01 at the request of the Property Owners and satisfy the condition of approval for the proposed developments.*
2. Do not adopt the resolutions. *Staff does not recommend this alternative because it is contrary to the request of the Property Owners, will not satisfy the condition of approval, and may delay development of the projects.*
3. Do not adopt the resolutions but rather continue the item to a future regularly scheduled City Council meeting. *Staff does not recommend this alternative as it will delay the Property Owners from satisfying the condition of approval and may delay development of the projects.*

FISCAL IMPACT

Revenue received from the special tax is restricted and can only be used to fund the services for each tax rate area within the District. The special tax can only be applied to a property tax bill of a parcel wherein the qualified electors (i.e., landowners or registered voters, depending upon the number of registered voters) have previously

provided approval. If the projected revenue from the maximum special tax exceeds what is necessary to fund the services within the tax rate area, a lower amount will be applied to the property tax bill for all of the properties within the affected tax rate area. The maximum special tax rates are detailed below.

Property Owner Project ACP Record #s	Amendment No.	Property Type	FY 2023/24 Maximum Special Tax Rate
SPSSM INV VI Accessory Dwelling Unit (ADU) BFR22-0135/SCP22-0088	60	Single Family	\$335.22/unit
D.R. Horton Los Angeles Holding Company, Inc. TR 38236, 204 SF Homes PEN21-0184/SCP23-0006	79	Single Family	\$335.22/unit
Chau Van Nguyen Accessory Dwelling Unit (ADU) BFR22-0268/SCP23-0022	104	Single Family	\$335.22/unit
D.R. Horton Los Angeles Holding Company, Inc., TR 38237, 67 SF Homes PEN21-0199/SCP23-0030	106	Single Family	\$335.22/unit
Emerita Bidgood Cruz and Christian Roman Hassard Gastelum Accessory Dwelling Unit (ADU) BFR22-0267/SCP23-0031	109	Single Family	\$335.22/unit
Daniel and Verenice Vences Accessory Dwelling Unit (ADU) BFR22-0271/SCP23-0013	114	Single Family	\$335.22/unit
Arturo Bravo Jr., Antonio Rangel and Mayra Isabel Esparza Soria Accessory Dwelling Unit (ADU) BFR23-0145/SCP23-0036	115	Single Family	\$335.22/unit
Jessida Annette Macias Accessory Dwelling Unit (ADU) BFR23-0038/SCP23-0041	116	Single Family	\$335.22/unit

The maximum special tax rate is subject to an annual inflation adjustment based on the change in the Consumer Price Index (CPI) or five percent (5%), whichever is greater. However, the annual adjustment cannot be applied unless the CSD Board annually authorizes such adjustment. The increase to the maximum special tax rate cannot exceed the annual inflationary adjustment without a two-thirds approval of the qualified electors within the affected tax rate area.

NOTIFICATION

Subject Landowner Petitions were emailed to Property Owners between August 10-25, and on September 8, 2023.

PREPARATION OF STAFF REPORT

Prepared by:
Felicia London
Special Districts Division Manager

Department Head Approval:
Brian Mohan
Assistant City Manager

Concurred by:
Jeremy Bubnick
Parks & 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.

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 4.2: Develop and maintain a comprehensive Infrastructure Plan to invest in and deliver City infrastructure.

Objective 5.2: Promote the installation and maintenance of cost effective, low maintenance landscape, hardscape and other improvements which create a clean, inviting community.

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

1. Resolution Ordering Annexation - Amendment No. 60

- 2. Resolution Ordering Annexation - Amendment No. 79
- 3. Resolution Ordering Annexation - Amendment No. 104
- 4. Resolution Ordering Annexation - Amendment No. 106
- 5. Resolution Ordering Annexation - Amendment No. 109
- 6. Resolution Ordering Annexation - Amendment No. 114
- 7. Resolution Ordering Annexation - Amendment No. 115
- 8. Resolution Ordering Annexation - Amendment No. 116
- 9. Boundary Map - Amendment No. 60
- 10. Boundary Map - Amendment No. 79
- 11. Boundary Map - Amendment No. 104
- 12. Boundary Map - Amendment No. 106
- 13. Boundary Map - Amendment No. 109
- 14. Boundary Map - Amendment No. 114
- 15. Boundary Map - Amendment No. 115
- 16. Boundary Map - Amendment No. 116
- 17. Certificate of Election Official - Amendment No. 60
- 18. Certificate of Election Official - Amendment No. 79
- 19. Certificate of Election Official - Amendment No. 104
- 20. Certificate of Election Official - Amendment No. 106
- 21. Certificate of Election Official - Amendment No. 109
- 22. Certificate of Election Official - Amendment No. 114
- 23. Certificate of Election Official - Amendment No. 115
- 24. Certificate of Election Official - Amendment No. 116

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/25/23 3:33 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/25/23 3:34 PM

RESOLUTION NO. 2023-___

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 60 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1
Resolution No. 2023-___
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 60 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

2
Resolution No. CSD 2023-____
Date Adopted: October 3, 2023

APPROVED AND ADOPTED this 3rd day of October 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. CSD 2023-3
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 60 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2023-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 3rd day of October 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

4
Resolution No. CSD 2023-____
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 60 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

EXHIBIT A

List of Annexation Parcel(s)

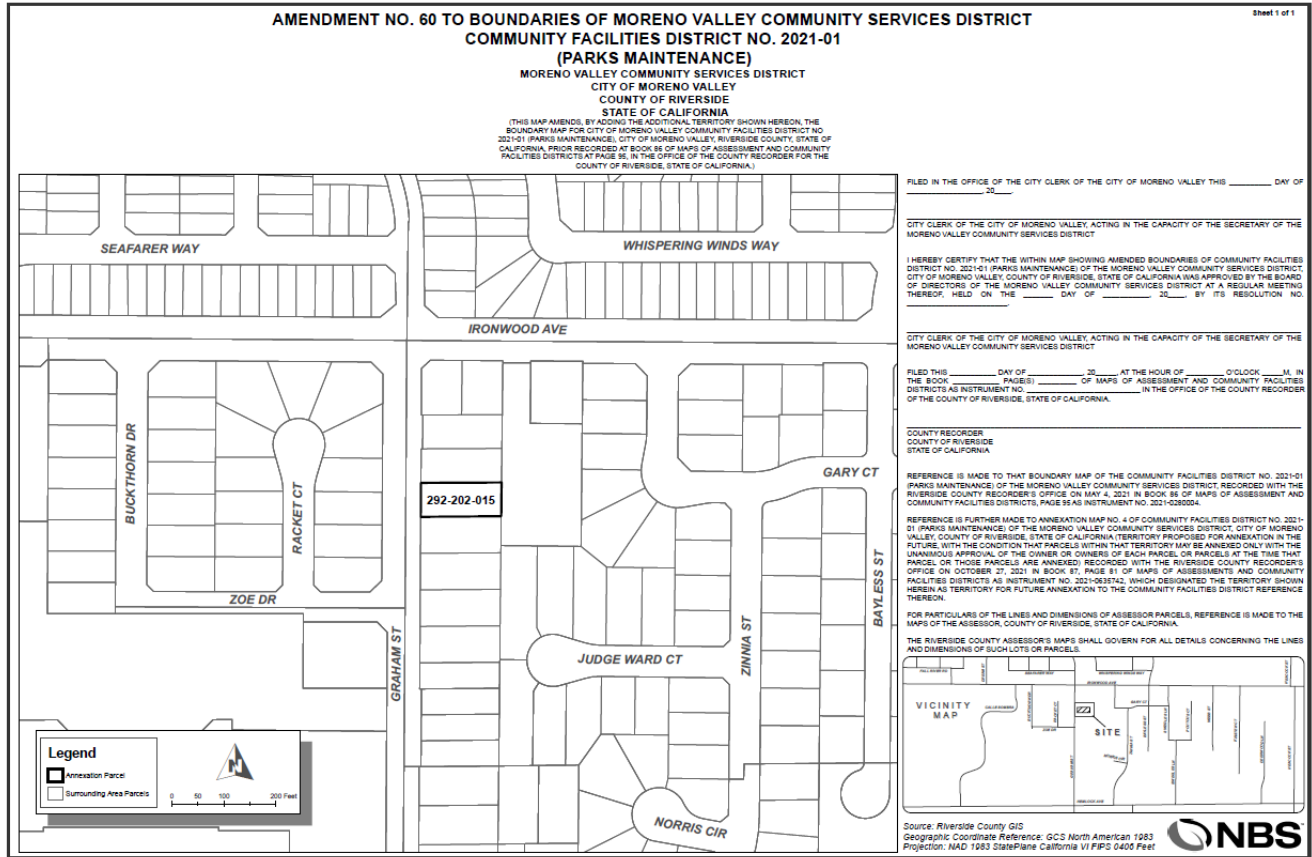
Amendment Map No.	Assessor's Parcel Number
60	292-202-015

Attachment: Resolution Ordering Annexation - Amendment No. 60 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2023-5
Date Adopted: October 3, 2023

EXHIBIT B

Boundary Map Amendment



Attachment: Resolution Ordering Annexation - Amendment No. 60 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION NO. 2023-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcels listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcels (the "Annexation Parcels") to the CFD; and

WHEREAS, the Annexation Parcels are comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 79 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcels to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcels are hereby added to and part of the CFD with full legal effect and are subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1

Resolution No. 2023-____
Date Adopted: October 3, 2023

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcels associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

2
Resolution No. CSD 2023-____
Date Adopted: October 3, 2023

APPROVED AND ADOPTED this 3rd day of October 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. CSD 2023-3
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 79 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2023-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 3rd day of October 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

4
Resolution No. CSD 2023-____
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 79 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

EXHIBIT A

List of Annexation Parcel(s)

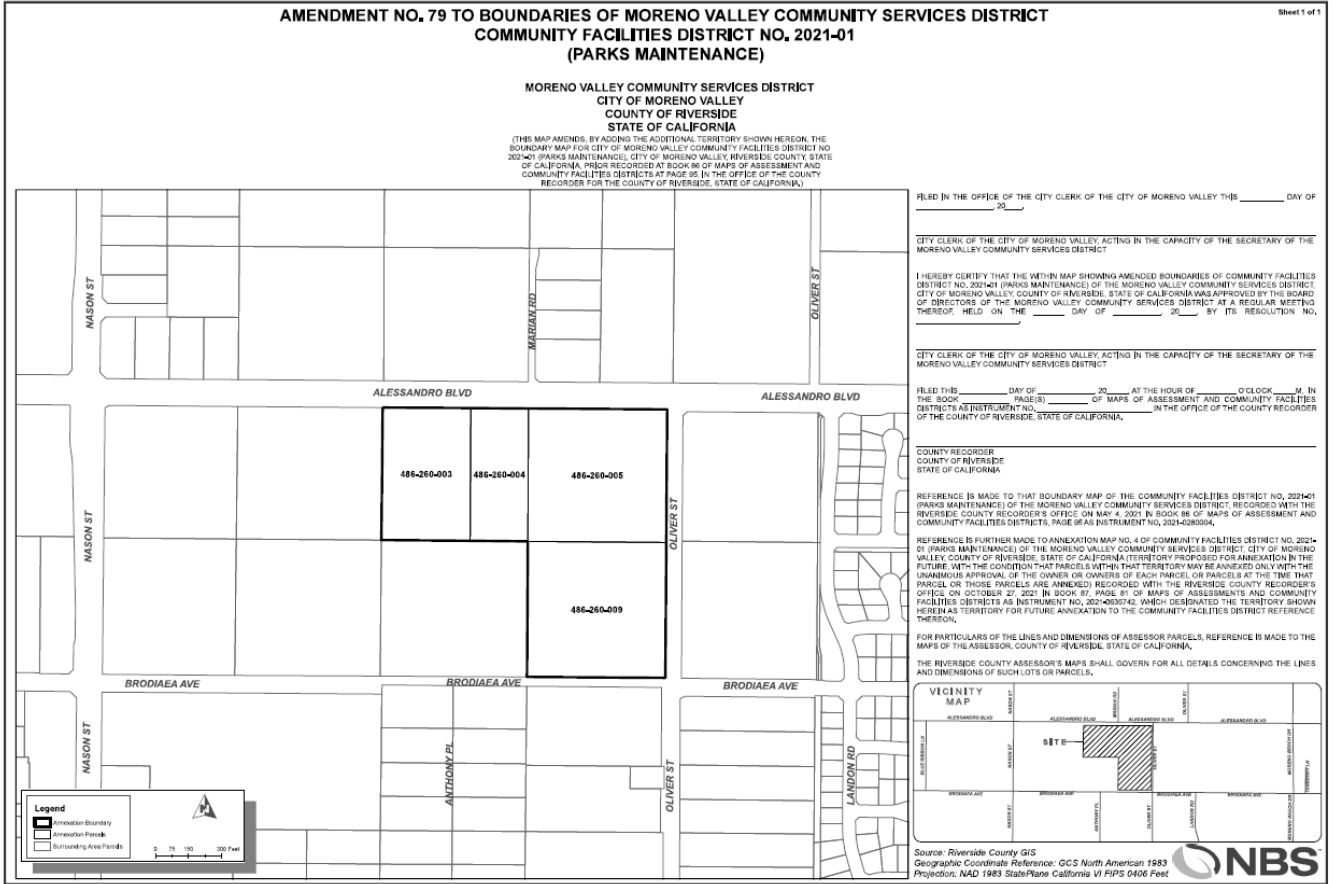
Amendment Map No.	Assessor's Parcel Number
79	486-260-003
	486-260-004
	486-260-005
	486-260-009

Attachment: Resolution Ordering Annexation - Amendment No. 79 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2023-5
Date Adopted: October 3, 2023

EXHIBIT B

Boundary Map Amendment



Attachment: Resolution Ordering Annexation - Amendment No. 79 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION NO. 2023-___

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 104 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1
Resolution No. 2023-___
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 104 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

2
Resolution No. CSD 2023-____
Date Adopted: October 3, 2023

APPROVED AND ADOPTED this 3rd day of October 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. CSD 2023-3
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 104 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2023-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 3rd day of October 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

4
Resolution No. CSD 2023-____
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 104 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

EXHIBIT A

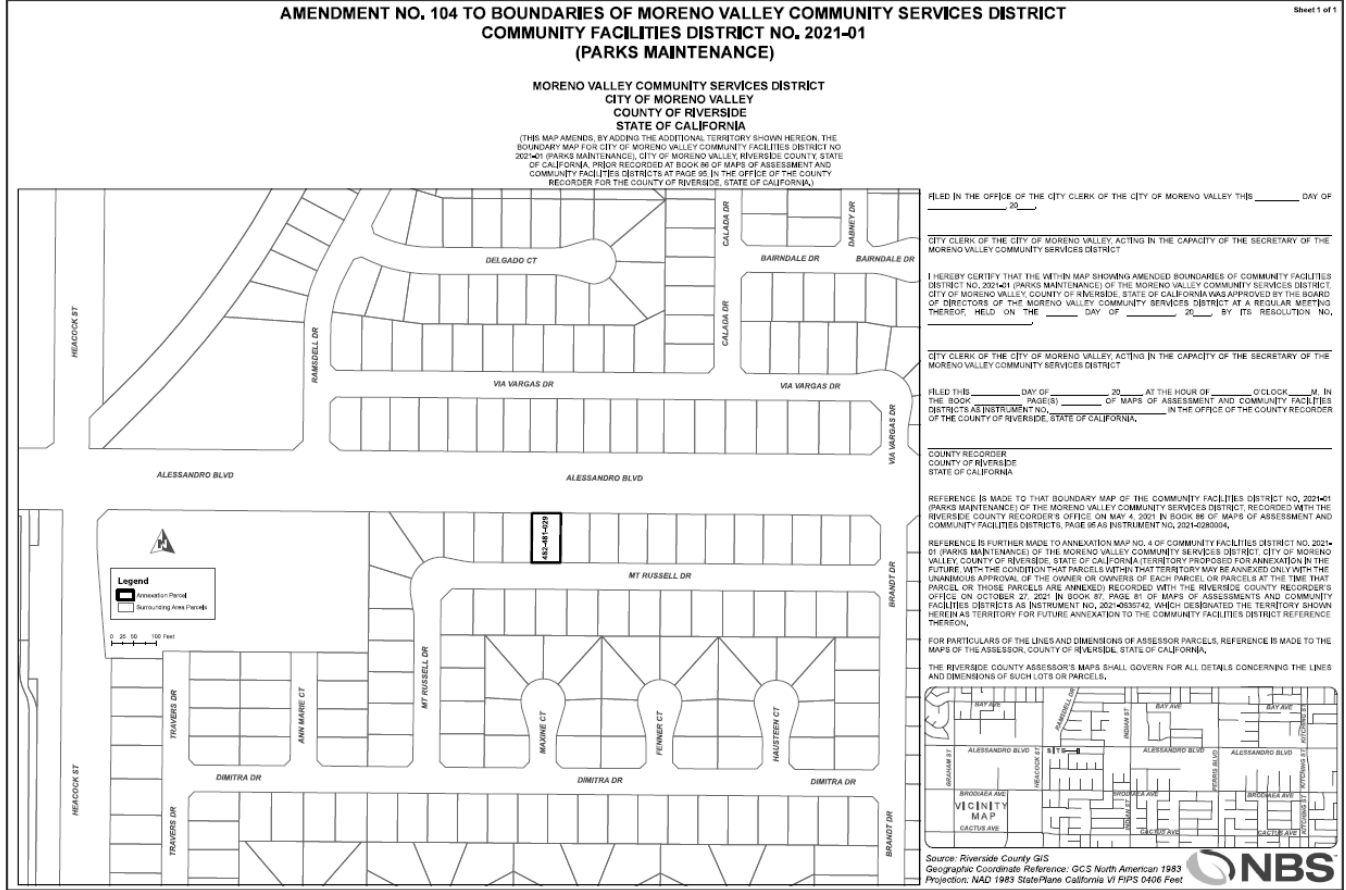
List of Annexation Parcel(s)

Amendment Map No.	Assessor's Parcel Number
104	482-481-029

Attachment: Resolution Ordering Annexation - Amendment No. 104 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2023-5
Date Adopted: October 3, 2023

EXHIBIT B Boundary Map Amendment



Attachment: Resolution Ordering Annexation - Amendment No. 104 (6383) : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2023-____
Date Adopted: October 3, 2023

RESOLUTION NO. 2023-____

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 106 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1
Resolution No. 2023-____
Date Adopted: October 3, 2023

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution, and shall maintain it on file as a public record this Resolution.

8. Severability. The Board declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

2
Resolution No. CSD 2023-____
Date Adopted: October 3, 2023

APPROVED AND ADOPTED this 3rd day of October 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. CSD 2023-3
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 106 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2023-_____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 3rd day of October 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

4
Resolution No. CSD 2023-_____
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 106 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

EXHIBIT A

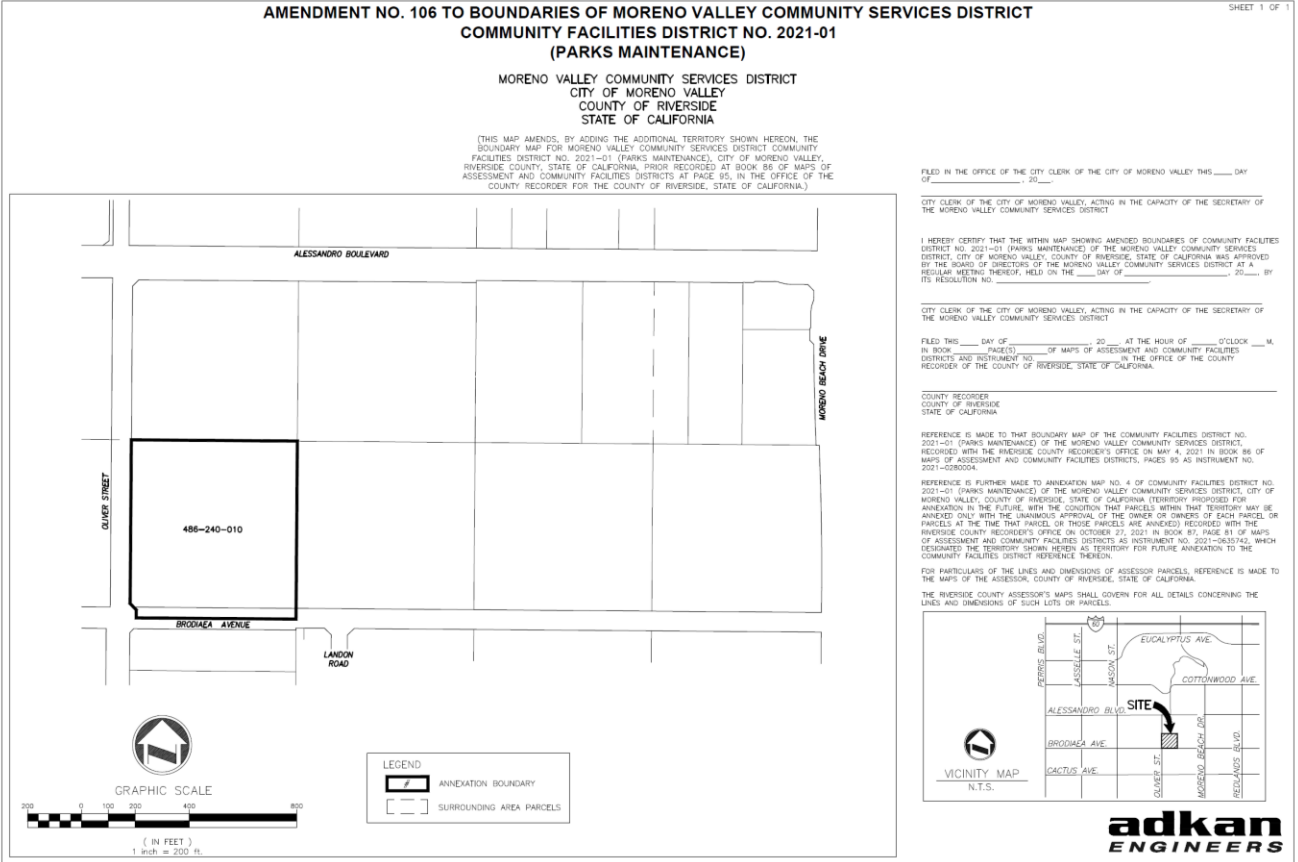
List of Annexation Parcel(s)

Amendment Map No.	Assessor's Parcel Number
106	486-240-010

Attachment: Resolution Ordering Annexation - Amendment No. 106 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2023-5
Date Adopted: October 3, 2023

EXHIBIT B Boundary Map Amendment



Attachment: Resolution Ordering Annexation - Amendment No. 106 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

6
Resolution No. CSD 2023-
Date Adopted: October 3, 2023

RESOLUTION NO. 2023-___

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 109 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1
Resolution No. 2023-___
Date Adopted: October 3, 2023

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution and shall maintain it on file as a public record this Resolution.

8. Severability. The Board declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

2
Resolution No. CSD 2023-____
Date Adopted: October 3, 2023

APPROVED AND ADOPTED this 3rd day of October 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. CSD 2023-3
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 109 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2023-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 3rd day of October 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2023-____ 4
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 109 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

EXHIBIT A

List of Annexation Parcel(s)

Amendment Map No.	Assessor's Parcel Number
109	260-126-014

Attachment: Resolution Ordering Annexation - Amendment No. 109 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2023-5
Date Adopted: October 3, 2023

EXHIBIT B

Boundary Map Amendment

**AMENDMENT NO. 109 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)**

SHEET 1 OF 1

**MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PREVIOUSLY RECORDED AT BOOK 88 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20__ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____, 20__ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 88 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0282004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR CO-OWNERS OF EACH PARCEL, OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED), RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

WILLDAN
2788 Via Indefatiga, Suite 200
Torrance, CA 90503
(909) 487-3000

Attachment: Resolution Ordering Annexation - Amendment No. 109 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

6
Resolution No. CSD 2023-
Date Adopted: October 3, 2023

RESOLUTION NO. 2023-___

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 114 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1
Resolution No. 2023-___
Date Adopted: October 3, 2023

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution and shall maintain it on file as a public record this Resolution.

8. Severability. The Board declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

2
Resolution No. CSD 2023-____
Date Adopted: October 3, 2023

APPROVED AND ADOPTED this 3rd day of October 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. CSD 2023-3
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 114 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2023-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 3rd day of October 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

4
Resolution No. CSD 2023-____
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 114 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

EXHIBIT A

List of Annexation Parcel(s)

Amendment Map No.	Assessor's Parcel Number
114	479-514-001

Attachment: Resolution Ordering Annexation - Amendment No. 114 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2023-5
Date Adopted: October 3, 2023

EXHIBIT B

Boundary Map Amendment

**AMENDMENT NO. 114 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)**

**MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 86, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

SHEET 1 OF 1

Legend
 [Shaded Box] Annexation Parcel
 [Outline Box] Surrounding Area Parcels 1 inch = 100 feet

VICINITY MAP
 Shows the location of the parcel within the community, bounded by Ironwood Ave, Hemlock Ave, Sand Creek Trl, and Kitching St.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 20____ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS ____ DAY OF _____, 20____ AT THE HOUR OF ____ O'CLOCK
 M. IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
 COUNTY OF RIVERSIDE
 STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 86 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-083742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

WILLDAN
 27388 Via Industrial, Suite 205
 Temecula, CA 92590
 (951) 987-9500

Attachment: Resolution Ordering Annexation - Amendment No. 114 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

6
Resolution No. CSD 2023-
Date Adopted: October 3, 2023

RESOLUTION NO. 2023-___

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 115 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1
Resolution No. 2023-___
Date Adopted: October 3, 2023

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution and shall maintain it on file as a public record this Resolution.

8. Severability. The Board declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

2
Resolution No. CSD 2023-____
Date Adopted: October 3, 2023

APPROVED AND ADOPTED this 3rd day of October 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

Resolution No. CSD 2023-3
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 115 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2023-_____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 3rd day of October 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

4
Resolution No. CSD 2023-_____
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 115 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

EXHIBIT A

List of Annexation Parcel(s)

Amendment Map No.	Assessor's Parcel Number
115	291-331-015

Attachment: Resolution Ordering Annexation - Amendment No. 115 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2023-5
Date Adopted: October 3, 2023

EXHIBIT B Boundary Map Amendment

**AMENDMENT NO. 115 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)**

SHEET 1 OF 1

**MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 86, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF ____ 20__

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ____ 20__ BY ITS RESOLUTION NO. ____

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS ____ DAY OF ____ 20__ AT THE HOUR OF ____ O'CLOCK ____ M IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 86 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 87 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742 WHICH DESIGNATED THE TERRITORY SHOWN HEREON AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Legend

Annexation Parcel

Surrounding Area Parcels 1 inch = 100 feet

VICINITY MAP

2788 Via Industrial, Suite 200
Temecula, CA 92590
(951) 961-3800

Attachment: Resolution Ordering Annexation - Amendment No. 115 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION NO. 2023-___

A RESOLUTION OF THE BOARD FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT OF THE CITY OF MORENO VALLEY, CALIFORNIA, ORDERING THE ANNEXATION OF TERRITORY TO MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) AND APPROVING AN AMENDED MAP FOR SAID DISTRICT

WHEREAS, by its Resolution No. CSD 2021-22, Board established the Moreno Valley Community Services District Community Facilities District No. 2021-01 (Parks Maintenance) (the "CFD"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Government Code Section 53311 *et seq.*) (the "Act"); and

WHEREAS, by its Ordinance No. CSD 55, the Board authorized an annual special tax to be levied against all non-exempt parcels of real property within the CFD (the "Special Tax") to fund parks maintenance services; and

WHEREAS, in order to permit landowners to efficiently annex developing parcels to the CFD, the Board, by its Ordinance No. CSD 56 designated the entire territory of the City of Moreno Valley as a future annexation area for the CFD; and

WHEREAS, the landowner of the parcel listed on Exhibit A to this Resolution, which is attached hereto and incorporated herein by reference, has submitted to the District a petition requesting and approving annexation of the listed parcel (the "Annexation Parcel") to the CFD; and

WHEREAS, the Annexation Parcel is comprised of the territory shown on the boundary map (the "Boundary Map") entitled "Amendment No. 116 to Boundaries of Community Facilities District No. 2021-01 (Parks Maintenance), Moreno Valley Community Services District, City of Moreno Valley, County of Riverside, California" which is included as Exhibit B to this Resolution, and incorporated herein by this reference; and

WHEREAS, the Board desires to annex the Annexation Parcel to the CFD.

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

1. Recitals. The above recitals are all true and correct and are herein incorporated.
2. Annexation Approved. The Annexation Parcel is hereby added to and part of the CFD with full legal effect and is subject to the Special Tax.
3. Description of Services. The following is a general description of the services (the "Services") provided in the CFD:

1
Resolution No. 2023-___
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 116 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Maintaining, lighting, and operating parks and park improvements that are owned and operated by the CSD, to the extent such services are in addition to services already provided at the time CFD No. 2021-01 was created and do not supplant existing services.

Fundable services include (i) planting, replanting, mowing, trimming, irrigation and fertilization of grass, trees, shrubs, and other plants and vegetation, (ii) the operation, maintenance, repair, and replacement of irrigation systems and lighting systems, and (iii) the operation maintenance, repair and replacement of any real property or improvements with a useful life of more than five years.

Fundable costs include, but are not limited to: (i) contracted costs for such services, (ii) salaries and benefits of staff, including park rangers, devoted to such services, (iii) expenses related to equipment, apparatus, and supplies related to these services, (iv) administrative and overhead costs, including staff time, associated with providing such services, and (v) lifecycle costs associated with the repair and replacement of facilities and improvements.

4. Amended Boundary Map. The Boundary Map attached hereto as Exhibit B is hereby approved. This map amends, and does not supersede, the existing maps of the CFD. The Board directs that said map be filed with the Riverside County Recorder pursuant to Section 3113 of the Streets and Highways Code.

5. Notice of Special Tax Lien. The Board directs that an amended notice of special tax lien be recorded pursuant to Section 3117.5 of the Streets and Highways Code with respect to the Annexation Parcel associated with the Boundary Map.

6. This Resolution shall be effective immediately upon adoption.

7. The Secretary shall certify to the adoption of this Resolution and shall maintain it on file as a public record this Resolution.

8. Severability. The Board declares that, should any provision, section, paragraph, sentence or word of this Resolution be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Resolution as hereby adopted shall remain in full force and effect.

2
Resolution No. CSD 2023-____
Date Adopted: October 3, 2023

APPROVED AND ADOPTED this 3rd day of October 2023.

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

ATTEST:

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

APPROVED AS TO FORM:

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

3
Resolution No. CSD 2023-_____
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 116 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

RESOLUTION JURAT

I, Jane Halstead, Secretary of the Moreno Valley Community Services District, Moreno Valley, California do hereby certify that Resolution No. CSD 2023-____ was duly and regularly adopted by the Board of Directors for the Moreno Valley Community Services District at a regular meeting held on the 3rd day of October 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Boardmembers, Vice-President and President)

SECRETARY

(SEAL)

Resolution No. CSD 2023-____ 4
Date Adopted: October 3, 2023

Attachment: Resolution Ordering Annexation - Amendment No. 116 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

EXHIBIT A

List of Annexation Parcel(s)

Amendment Map No.	Assessor's Parcel Number
116	482-690-026

Attachment: Resolution Ordering Annexation - Amendment No. 116 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

Resolution No. CSD 2023-5
Date Adopted: October 3, 2023

EXHIBIT B Boundary Map Amendment

**AMENDMENT NO. 116 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY FACILITIES DISTRICT NO. 2021-01
(PARKS MAINTENANCE)**

SHEET 1 OF 1

**MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

(THIS MAP AMENDS BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 88 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF ____ 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ____ 20__ BY ITS RESOLUTION NO. ____.

CITY CLERK OF THE CITY OF MORENO VALLEY ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS ____ DAY OF ____ 20__ AT THE HOUR OF ____ O'CLOCK ____ M. IN THE BOOK ____ PAGES ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 88 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-028204.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED), RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-065742 WHICH DESIGNATED THE TERRITORY SHOWN HEREON AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA. THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.

Legend

- Annexation Parcel
- Surrounding Area Parcels
- City Boundary

1 inch = 100 feet

VICINITY MAP

	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td style="width: 50%;">CACTUS AVE</td><td style="width: 50%;">HENCOCK ST</td></tr> <tr><td style="width: 50%;">DELPHINIUM AVE</td><td style="width: 50%;">JOSHUA TREE AVE</td></tr> <tr><td style="width: 50%;">HENCOCK ST</td><td style="width: 50%;">PARCELS BLDG</td></tr> <tr><td style="width: 50%;">JOHN L. KENNEDY DR.</td><td style="width: 50%;">PARCELS BLDG</td></tr> </table>	CACTUS AVE	HENCOCK ST	DELPHINIUM AVE	JOSHUA TREE AVE	HENCOCK ST	PARCELS BLDG	JOHN L. KENNEDY DR.	PARCELS BLDG
CACTUS AVE	HENCOCK ST								
DELPHINIUM AVE	JOSHUA TREE AVE								
HENCOCK ST	PARCELS BLDG								
JOHN L. KENNEDY DR.	PARCELS BLDG								

WILLDAN

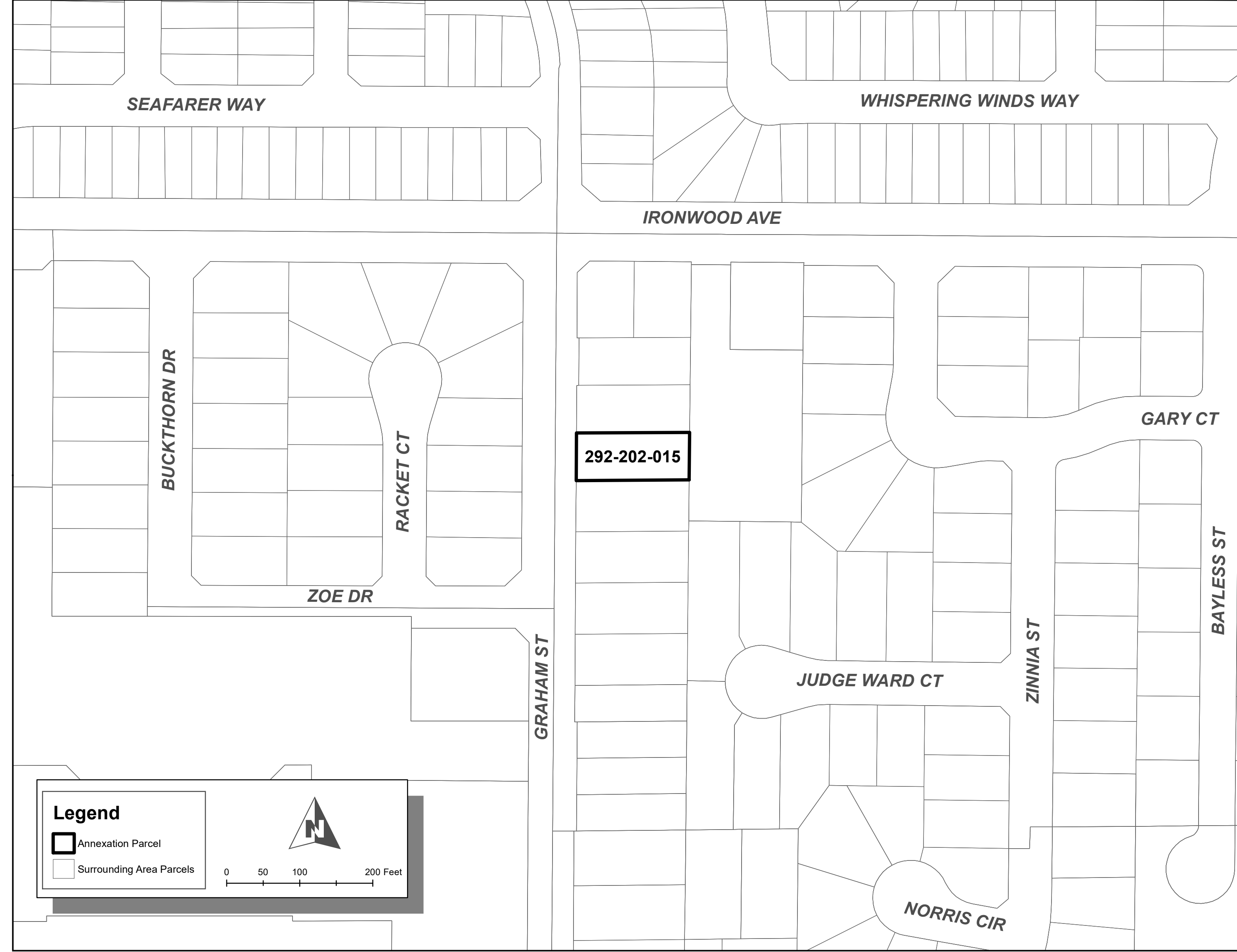
27388 Via Industria, Suite 200
Torrance, CA 90503
(909) 587-3555

Attachment: Resolution Ordering Annexation - Amendment No. 116 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN

AMENDMENT NO. 60 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 20____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____, BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____, 20____, AT THE HOUR OF _____ O'CLOCK _____ M, IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Legend
[Black Box] Annexation Parcel
[White Box] Surrounding Area Parcels

Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



Attachment: Boundary Map - Amendment No. 60 (6383) : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS INTO COMMUNITY FACILITIES DISTRICT NO. 2021-01

AMENDMENT NO. 79 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 20____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____, 20____ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

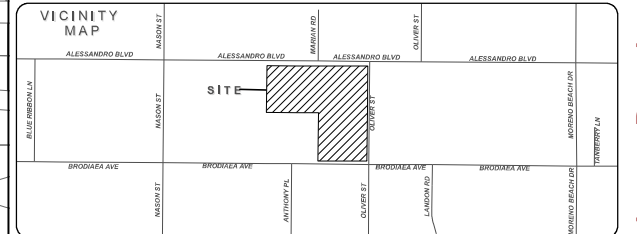
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



Legend

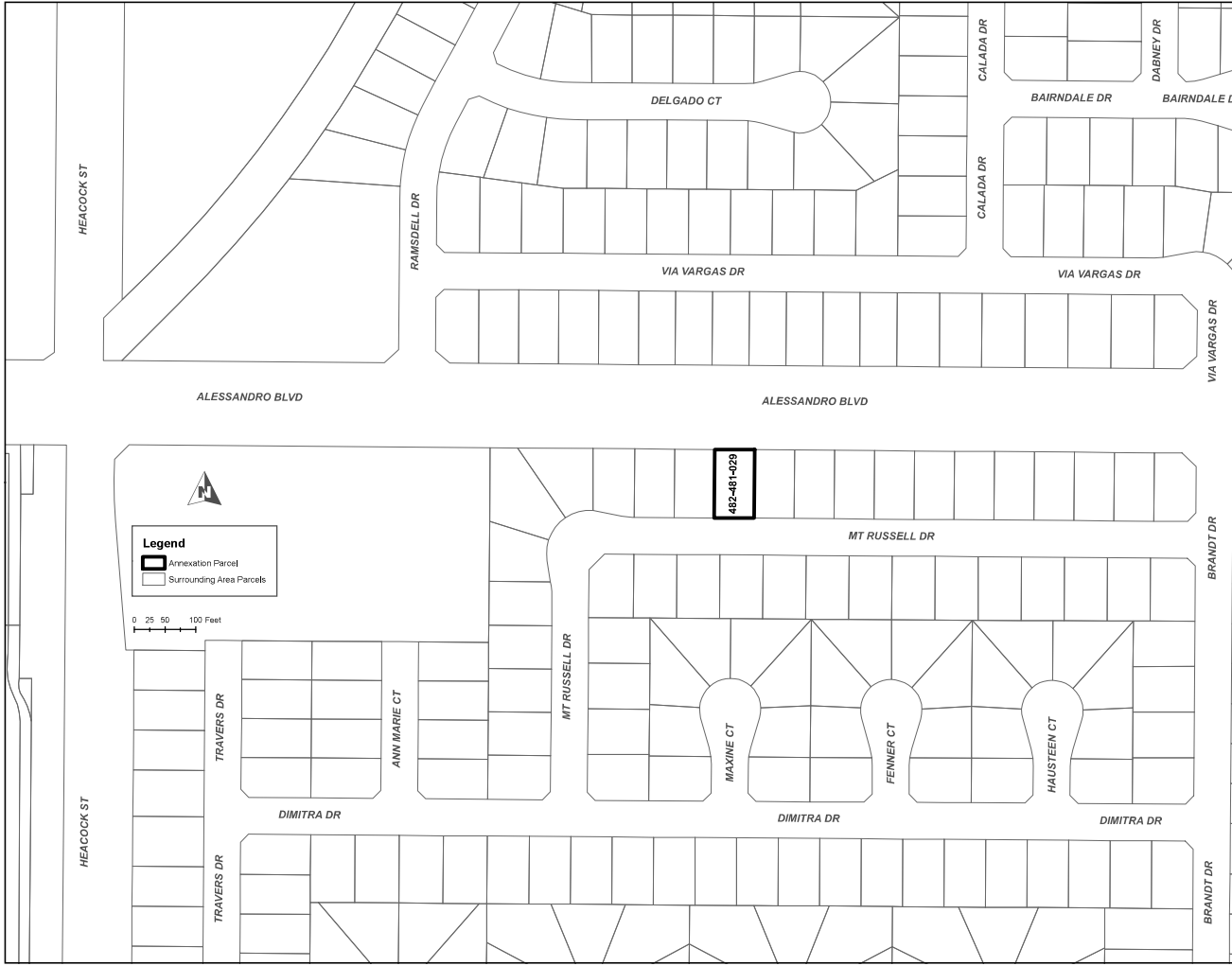
- Annexation Boundary
- Annexation Parcels
- Surrounding Area Parcels

Attachment: Boundary Map - Amendment No. 79 (6383) : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 104 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

**MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA**

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR CITY OF MORENO VALLEY COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95 IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



Legend
■ Annexation Parcel
□ Surrounding Area Parcels

0 25 50 100 Feet

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS _____ DAY OF _____, 20____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE _____ DAY OF _____, 20____ BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS _____ DAY OF _____, 20____ AT THE HOUR OF _____ O'CLOCK _____ M. IN THE BOOK _____ PAGE(S) _____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. _____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

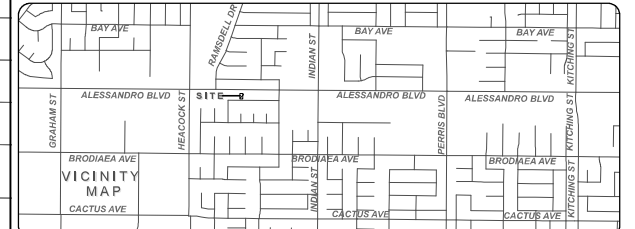
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENTS AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



Source: Riverside County GIS
Geographic Coordinate Reference: GCS North American 1983
Projection: NAD 1983 StatePlane California VI FIPS 0406 Feet



Attachment: Boundary Map - Amendment No. 104 (6383 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 106 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF _____, 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 20__, BY ITS RESOLUTION NO. _____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

FILED THIS ____ DAY OF _____, 20__. AT THE HOUR OF ____ O'CLOCK ____ M. IN BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AND INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

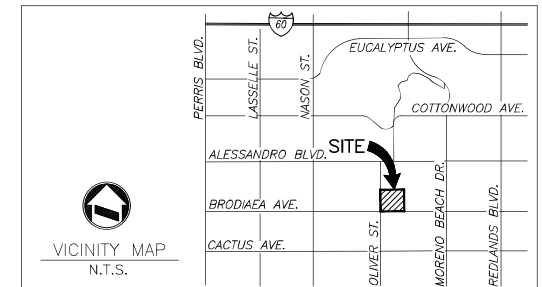
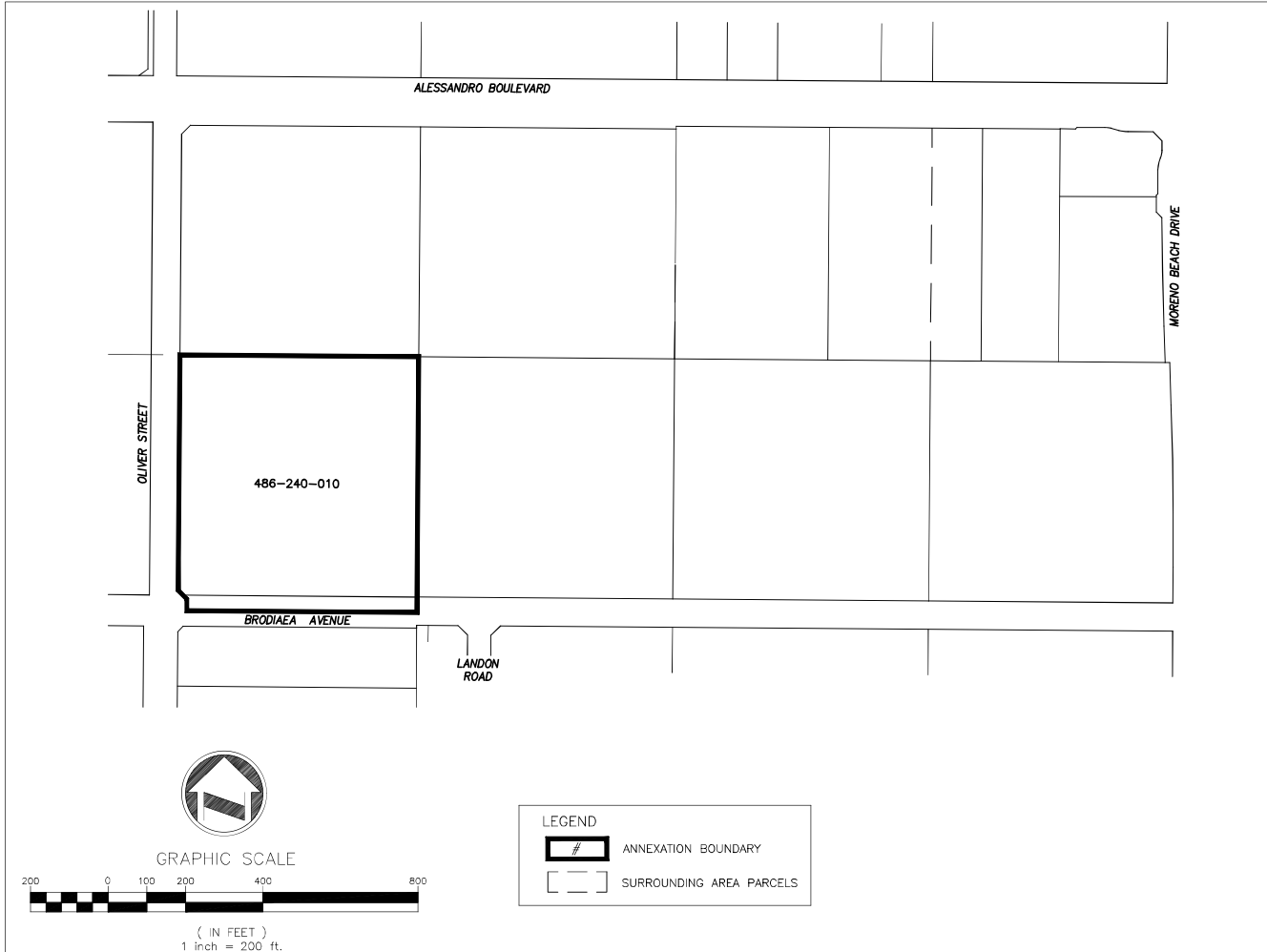
COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGES 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742, WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCE THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



adkan
ENGINEERS

Attachment: Boundary Map - Amendment No. 106 (6383 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 109 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



Legend

- Annexation Parcel
- Surrounding Area Parcels

1 inch = 75 feet

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF _____, 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF _____, 20__ BY ITS RESOLUTION NO. _____

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

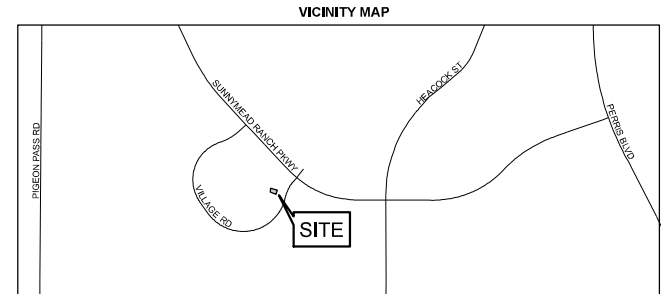
FILED THIS ____ DAY OF _____, 20__, AT THE HOUR OF ____ O'CLOCK ____ M. IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



WILLDAN
27368 Via Industria, Suite 200
Temecula, CA 92590
(951) 587-3500

Attachment: Boundary Map - Amendment No. 109 (6383 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 114 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



Legend

- Annexation Parcel
- Surrounding Area Parcels

1 inch = 100 feet

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF ____ 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ____ 20__ BY ITS RESOLUTION NO. ____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

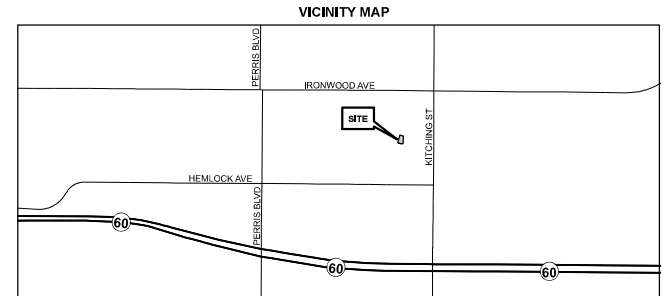
FILED THIS ____ DAY OF ____ 20__ AT THE HOUR OF ____ O'CLOCK ____ M. IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



WILLDAN
27368 Via Industria, Suite 200
Temelec, CA 92590
(951) 557-3500

Attachment: Boundary Map - Amendment No. 114 (6383 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 115 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



Legend

- Annexation Parcel
- Surrounding Area Parcels

1 inch = 100 feet

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF ____ 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ____ 20__ BY ITS RESOLUTION NO. ____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

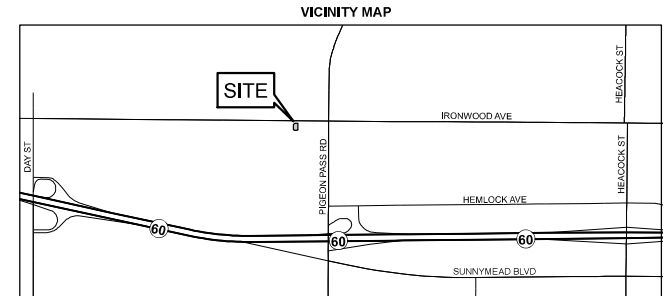
FILED THIS ____ DAY OF ____ 20__, AT THE HOUR OF ____ O'CLOCK ____ M. IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

REFERENCE IS FURTHER MADE TO ANNEXATION MAP NO. 4 OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA (TERRITORY PROPOSED FOR ANNEXATION IN THE FUTURE, WITH THE CONDITION THAT PARCELS WITHIN THAT TERRITORY MAY BE ANNEXED ONLY WITH THE UNANIMOUS APPROVAL OF THE OWNER OR OWNERS OF EACH PARCEL OR PARCELS AT THE TIME THAT PARCEL OR THOSE PARCELS ARE ANNEXED) RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON OCTOBER 27, 2021 IN BOOK 87, PAGE 81 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. 2021-0635742 WHICH DESIGNATED THE TERRITORY SHOWN HEREIN AS TERRITORY FOR FUTURE ANNEXATION TO THE COMMUNITY FACILITIES DISTRICT REFERENCED THEREON.

FOR PARTICULARS OF THE LINES AND DIMENSIONS OF ASSESSOR PARCELS, REFERENCE IS MADE TO THE MAPS OF THE ASSESSOR, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, THE RIVERSIDE COUNTY ASSESSOR'S MAPS SHALL GOVERN FOR ALL DETAILS CONCERNING THE LINES AND DIMENSIONS OF SUCH LOTS OR PARCELS.



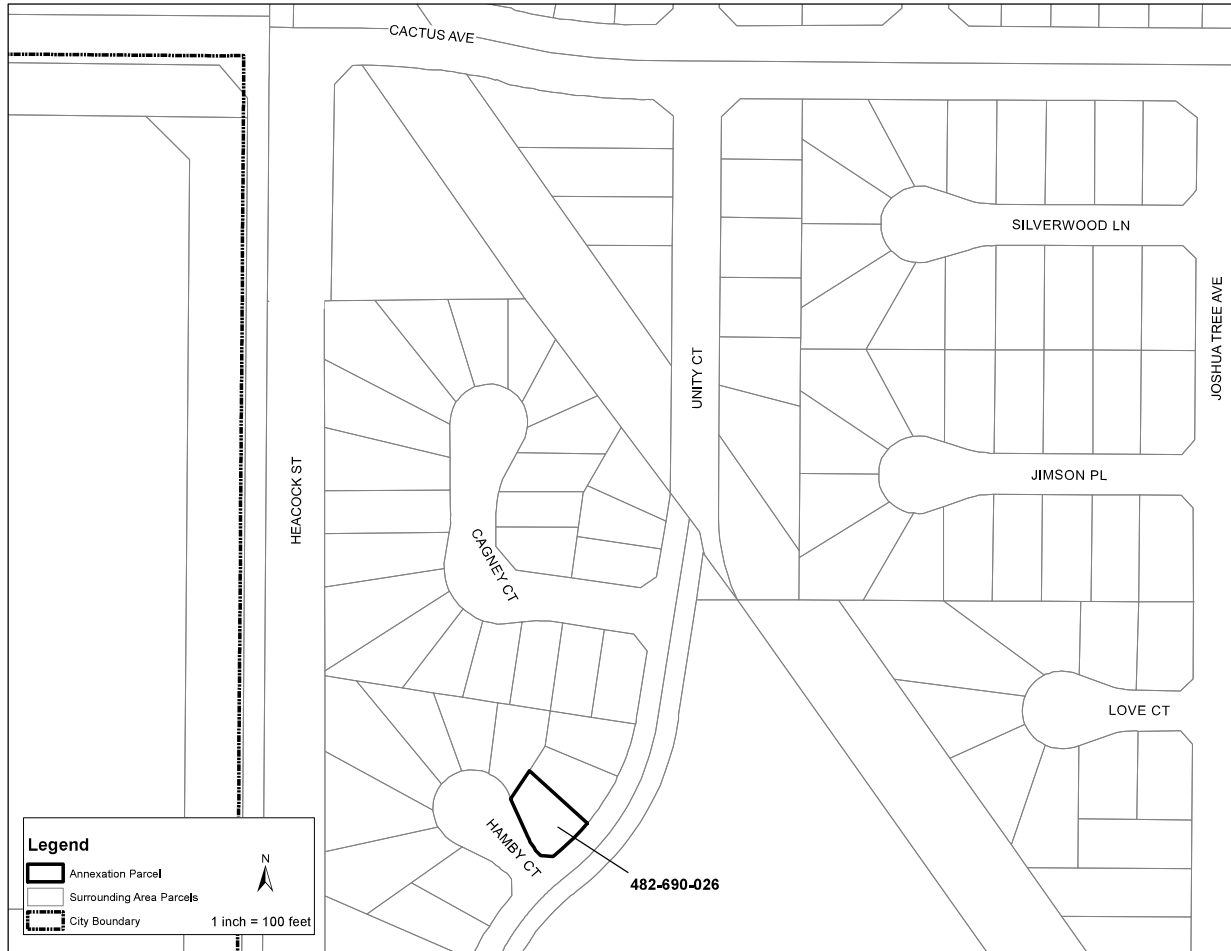
WILLDAN
27368 Via Industria, Suite 200
Temecula, CA 92590
(951) 557-3500

Attachment: Boundary Map - Amendment No. 115 (6383 : PURSUANT TO LANDOWNER PETITIONS,

AMENDMENT NO. 116 TO BOUNDARIES OF MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE)

MORENO VALLEY COMMUNITY SERVICES DISTRICT
CITY OF MORENO VALLEY
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

(THIS MAP AMENDS, BY ADDING THE ADDITIONAL TERRITORY SHOWN HEREON, THE BOUNDARY MAP FOR MORENO VALLEY COMMUNITY SERVICES DISTRICT COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), CITY OF MORENO VALLEY, RIVERSIDE COUNTY, STATE OF CALIFORNIA, PRIOR RECORDED AT BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AT PAGE 95, IN THE OFFICE OF THE COUNTY RECORDER FOR THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.)



FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF MORENO VALLEY THIS ____ DAY OF ____ 20__.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

I HEREBY CERTIFY THAT THE WITHIN MAP SHOWING AMENDED BOUNDARIES OF COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE), OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, WAS APPROVED BY THE BOARD OF DIRECTORS OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AT A REGULAR MEETING THEREOF, HELD ON THE ____ DAY OF ____ 20__ BY ITS RESOLUTION NO. ____.

CITY CLERK OF THE CITY OF MORENO VALLEY, ACTING IN THE CAPACITY OF THE SECRETARY OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT

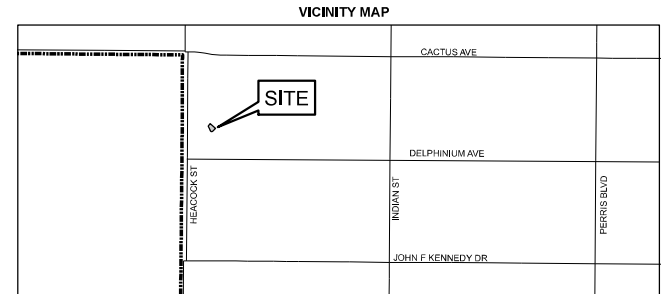
FILED THIS ____ DAY OF ____ 20__, AT THE HOUR OF ____ O'CLOCK ____ M. IN THE BOOK ____ PAGE(S) ____ OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS AS INSTRUMENT NO. ____ IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA.

COUNTY RECORDER
COUNTY OF RIVERSIDE
STATE OF CALIFORNIA

REFERENCE IS MADE TO THAT BOUNDARY MAP OF THE COMMUNITY FACILITIES DISTRICT NO. 2021-01 (PARKS MAINTENANCE) OF THE MORENO VALLEY COMMUNITY SERVICES DISTRICT, RECORDED WITH THE RIVERSIDE COUNTY RECORDER'S OFFICE ON MAY 4, 2021 IN BOOK 86 OF MAPS OF ASSESSMENT AND COMMUNITY FACILITIES DISTRICTS, PAGE 95 AS INSTRUMENT NO. 2021-0280004.

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WILLDAN
27368 Via Industria, Suite 200
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Attachment: Boundary Map - Amendment No. 116 (6383 : PURSUANT TO LANDOWNER PETITIONS,

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

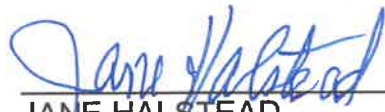
STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **September 13, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 60

WITNESS my hand this 13 day of September, 2023.



JANE HALSTEAD
ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 60 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**


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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **August 14, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 79

WITNESS my hand this 14th day of August 2023.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 79 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **August 31, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 104

WITNESS my hand this 31 day of August, 2023.



JANE HALSTEAD
ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 104 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **September 13, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 106

WITNESS my hand this 13 day of September, 2023.



JANE HALSTEAD
ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 106 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **August 22, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 109

WITNESS my hand this 22nd day of August 2023.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 109 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **August 29, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 114

WITNESS my hand this 29th day of August 2023.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 114 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**


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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **August 28, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 115

WITNESS my hand this 28th day of August 2023.



ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 115 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS

**CERTIFICATE OF ELECTION OFFICIAL
AND CONFIRMATION OF LANDOWNER PETITION**

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

The undersigned, Election Official of the City of Moreno Valley, County of Riverside, State of California, Does Hereby Certify that on **September 13, 2023**, I did verify the completeness of the Landowner Petition for the annexation of property into:

COMMUNITY FACILITIES DISTRICT NO. 2021-01 OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT
OF THE CITY OF MORENO VALLEY

AMENDMENT NO. 116

WITNESS my hand this 13 day of September, 2023.



JANE HALSTEAD
ELECTION OFFICIAL
CITY OF MORENO VALLEY
STATE OF CALIFORNIA

Attachment: Certificate of Election Official - Amendment No. 116 (6383 : PURSUANT TO LANDOWNER PETITIONS, ANNEX CERTAIN PARCELS



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: October 3, 2023

TITLE: ACCEPT THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) HOME AMERICAN RESCUE PLAN (HOME-ARP) REVISED PROPOSED ALLOCATION PLAN

RECOMMENDED ACTION

1. Adopt Resolution No. 2023-XX to accept the U.S. Department of Housing and Urban Development (HUD) HOME American Rescue Plan (HOME-ARP) funds and revised allocation plan, and
2. Designate the City Manager, City Attorney and Chief Financial Officer as authorized signatory to execute HOME-ARP documents on behalf of the City of Moreno Valley as outlined on the revised allocation plan.

SUMMARY & DISCUSSION

On March 3, 2023, City Council accepted the U.S. Treasury Direct Allocation of ARPA funds in the amount of \$2,427,401, authorized the City Manager, City Attorney and Chief Financial Officer to enter into, execute, and deliver Home American Rescue Plan (HOME-ARP) award and compliance documents, and accepted staff recommendation for allocation of ARPA funds.

Upon review, the Department of Housing and Urban Development (HUD) requested the city make modifications to its initial submittal. Subsequently, the city has worked closely with HUD representatives to prepare a revised allocation plan for HUD to approve. Although the HUD representatives we have been working with agree with this allocation plan, it still requires approval from HUD's main office. I'm hopeful that this plan will be approved but remain cautious as these funds are the most restrictive funds the City has received to date.

ALTERNATIVES

The City Council has the following alternatives:

1. Approve and authorize the recommended actions as presented in this staff report. *This alternative will allow the City to spend the HOME-ARP funds in compliance with program regulations and address the service gaps in the community.*
2. Do not approve and authorize the recommended actions. *This alternative would hinder the City's ability to spend the HOME-ARP funds in compliance with program regulations and address the service gaps in the community.*

FISCAL IMPACT

There is no Fiscal Impact with this action of accepting and approving the revised allocation plan.

NOTIFICATION

Publication of the City Council Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Viviana McDaniel
Grants Division Manager

Department Head Approval:
Brian Mohan
Assistant City Manager
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

To view large attachments, please click your “bookmarks”



on the left hand side of this document for the necessary attachment.

- 1. City of Moreno Valley HOME-ARP Allocation
- 2. City of Moreno Valley HOME-ARP Allocation Plan
- 3. Resolution NO. 2023-XX

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/26/23 12:37 PM

HOME - ARP Allocations			
KEY	NAME	STA	AMOUNT
010228	Birmingham	AL	\$5,074,139
011218	Huntsville	AL	\$2,706,325
011542	Mobile	AL	\$3,083,624
011560	Montgomery	AL	\$3,288,603
012268	Tuscaloosa	AL	\$1,719,375
019073	Jefferson County	AL	\$3,597,411
019097	Mobile County	AL	\$2,190,303
019999	AL Non Entitlement	AL	\$41,632,082
01C983	CNSRT-Anniston	AL	\$1,454,489
020078	Anchorage	AK	\$2,713,359
029999	AK Non Entitlement	AK	\$4,983,462
040270	Mesa	AZ	\$5,605,694
040330	Phoenix	AZ	\$21,354,777
049021	Pinal County	AZ	\$2,221,167
049999	AZ Non Entitlement	AZ	\$21,818,662
04C039	CNSRT-Maricopa County	AZ	\$16,756,617
04C040	CNSRT-Tucson	AZ	\$12,770,187
04C997	CNSRT-Yuma	AZ	\$2,730,716
050930	Fort Smith	AR	\$1,501,450
051560	Little Rock	AR	\$2,675,234
051938	North Little Rock	AR	\$1,200,771
052130	Pine Bluff	AR	\$820,261
059999	AR Non Entitlement	AR	\$37,547,010
060030	Alhambra	CA	\$2,063,172
060078	Anaheim	CA	\$5,476,903
060228	Bakersfield	CA	\$5,458,039
060234	Baldwin Park	CA	\$1,128,365
060288	Bellflower	CA	\$1,301,749
060324	Berkeley	CA	\$2,735,696
060456	Burbank	CA	\$1,896,632
060684	Chico	CA	\$1,931,186
060720	Chula Vista	CA	\$3,139,777
060804	Compton	CA	\$1,988,847
060828	Corona	CA	\$1,799,854
060846	Costa Mesa	CA	\$1,816,742
060930	Daly City	CA	\$1,411,179
060942	Davis	CA	\$1,371,392
061032	Downey	CA	\$1,593,133
061116	El Cajon	CA	\$2,189,272
061152	El Monte	CA	\$2,413,008
061230	Escondido	CA	\$2,262,839
061332	Fontana	CA	\$2,633,658
061410	Fresno	CA	\$11,922,873
061416	Fullerton	CA	\$1,954,345

American Rescue Plan Act HOME Supplemental Allocations			
KEY	NAME	STA	AMOUNT
061428	Gardena	CA	\$1,040,280
061440	Garden Grove	CA	\$3,037,211
061464	Glendale	CA	\$5,109,346
061596	Hawthorne	CA	\$2,166,698
061692	Huntington Beach	CA	\$2,240,675
061698	Huntington Park	CA	\$2,180,103
061740	Inglewood	CA	\$3,108,579
061750	Irvine	CA	\$3,524,291
061914	Lancaster	CA	\$2,450,524
062088	Long Beach	CA	\$10,240,858
062118	Los Angeles	CA	\$99,891,031
062148	Lynwood	CA	\$1,967,319
062250	Merced	CA	\$1,988,778
062292	Modesto	CA	\$3,409,774
062328	Montebello	CA	\$1,088,774
062340	Monterey Park	CA	\$1,175,039
062367	Moreno Valley	CA	\$2,427,401
062382	Mountain View	CA	\$982,560
062412	National City	CA	\$1,188,797
062490	Norwalk	CA	\$1,231,940
062508	Oakland	CA	\$11,325,941
062532	Oceanside	CA	\$2,248,491
062556	Ontario	CA	\$2,713,297
062568	Orange	CA	\$1,655,186
062622	Oxnard	CA	\$2,772,021
062658	Palmdale	CA	\$2,093,968
062706	Paramount City	CA	\$1,087,336
062724	Pasadena	CA	\$3,042,435
062850	Pomona	CA	\$3,190,091
062958	Redding	CA	\$1,597,470
062976	Redwood City	CA	\$1,194,369
063048	Riverside	CA	\$4,335,583
063102	Rosemead	CA	\$1,222,084
063144	Sacramento	CA	\$9,125,315
063162	Salinas	CA	\$2,918,774
063180	San Bernardino	CA	\$5,058,437
063210	San Diego	CA	\$20,956,979
063228	San Francisco	CA	\$18,707,742
063258	San Jose	CA	\$11,676,334
063342	Santa Ana	CA	\$6,183,914
063348	Santa Barbara	CA	\$1,862,192
063354	Santa Clara	CA	\$1,604,104
063356	Santa Clarita	CA	\$1,913,298
063360	Santa Cruz	CA	\$1,434,354

American Rescue Plan Act HOME Supplemental Allocations			
KEY	NAME	STA	AMOUNT
063384	Santa Monica	CA	\$2,220,124
063396	Santa Rosa	CA	\$2,737,433
063528	South Gate	CA	\$2,584,579
063624	Stockton	CA	\$6,380,677
063660	Sunnyvale	CA	\$1,503,133
063744	Torrance	CA	\$1,710,939
063876	Vallejo	CA	\$2,213,960
063888	San Buenaventura	CA	\$1,611,191
063918	Visalia	CA	\$1,840,059
064014	Westminster	CA	\$1,613,107
064074	Whittier	CA	\$1,265,320
069019	Fresno County	CA	\$4,953,304
069029	Kern County	CA	\$6,910,840
069037	Los Angeles County	CA	\$32,614,780
069041	Marin County	CA	\$2,902,549
069059	Orange County	CA	\$5,017,613
069065	Riverside County	CA	\$8,823,099
069077	San Joaquin County	CA	\$4,196,057
069079	San Luis Obispo County	CA	\$3,294,619
069097	Sonoma County	CA	\$2,991,512
069999	CA Non Entitlement	CA	\$155,003,054
06C035	CNSRT-San Mateo County	CA	\$5,180,249
06C037	CNSRT-Alameda County	CA	\$11,016,270
06C061	CNSRT-Ventura County	CA	\$4,589,552
06C116	CNSRT-San Bernardino Co.	CA	\$12,717,363
06C209	CNSRT-San Diego County	CA	\$11,891,028
06C210	CNSRT-Contra Costa Co.	CA	\$12,090,215
06C226	CNSRT-Apple Valley	CA	\$2,913,966
06C308	CNSRT-Santa Barbara Co.	CA	\$4,647,509
06C801	CNSRT-Turlock City	CA	\$5,323,420
06C901	CNSRT-Sacramento County	CA	\$11,947,371
06C999	CNSRT-Santa Clara County	CA	\$3,599,966
080072	Aurora	CO	\$4,149,712
080288	Colorado Springs	CO	\$5,741,978
080390	Denver	CO	\$10,820,331
080552	Fort Collins	CO	\$2,628,410
080690	Greeley	CO	\$1,481,453
089999	CO Non Entitlement	CO	\$24,729,198
08C016	CNSRT-Pueblo	CO	\$3,090,925
08C050	CNSRT-Adams County	CO	\$3,848,071
08C151	CNSRT-Jefferson County	CO	\$3,584,662
08C229	CNSRT-Arapahoe County	CO	\$2,691,031
08C977	CNSRT-Boulder City	CO	\$4,256,840
090102	Bridgeport	CT	\$4,671,199

American Rescue Plan Act HOME Supplemental Allocations			
KEY	NAME	STA	AMOUNT
090492	Hartford	CT	\$5,242,613
090696	New Britain	CT	\$2,221,432
090726	New Haven	CT	\$4,852,875
091074	Stamford	CT	\$1,591,663
091194	Waterbury	CT	\$3,248,404
099999	CT Non Entitlement	CT	\$35,939,963
100336	Wilmington	DE	\$2,100,727
109003	New Castle County	DE	\$3,672,176
109999	DE Non Entitlement	DE	\$5,322,495
119999	DC Non Entitlement	DC	\$19,315,064
120492	Clearwater	FL	\$1,637,567
120690	Daytona Beach	FL	\$1,405,829
120954	Ft Lauderdale	FL	\$2,589,019
121038	Gainesville	FL	\$1,968,639
121236	Hialeah	FL	\$5,388,586
121320	Hollywood	FL	\$1,915,134
121662	Lakeland	FL	\$1,401,459
121968	Miami	FL	\$12,720,427
121974	Miami Beach	FL	\$2,245,387
122142	North Miami	FL	\$1,088,181
122292	Orlando	FL	\$4,787,204
122538	Pompano Beach	FL	\$1,639,319
122724	St Petersburg	FL	\$3,036,659
123000	Tallahassee	FL	\$3,412,463
123012	Tampa	FL	\$6,335,438
123252	West Palm Beach	FL	\$1,734,257
129021	Collier County	FL	\$2,729,078
129031	Jacksonville-Duval County	FL	\$12,060,074
129057	Hillsborough County	FL	\$10,374,531
129069	Lake County	FL	\$2,060,197
129071	Lee County	FL	\$3,802,106
129081	Manatee County	FL	\$2,362,768
129086	Miami-Dade County	FL	\$17,686,235
129095	Orange County	FL	\$10,554,916
129099	Palm Beach County	FL	\$8,768,012
129105	Polk County	FL	\$5,105,519
129117	Seminole County	FL	\$3,046,438
129127	Volusia County	FL	\$2,665,311
129999	FL Non Entitlement	FL	\$71,903,340
12C018	CNSRT-Pinellas County	FL	\$4,794,571
12C020	CNSRT-Brevard County	FL	\$4,524,586
12C021	CNSRT-Sarasota City	FL	\$3,170,598
12C114	CNSRT-Escambia County	FL	\$4,135,750
12C140	CNSRT-Broward County	FL	\$13,987,207

American Rescue Plan Act HOME Supplemental Allocations			
KEY	NAME	STA	AMOUNT
12C228	CNSRT-Marion County	FL	\$3,217,585
12C972	CNSRT-St. Lucie County	FL	\$3,480,403
12C985	CNSRT-Pasco County	FL	\$4,455,673
12C996	CNSRT-Osceola County	FL	\$3,478,510
130054	Albany	GA	\$1,798,393
130168	Athens-Clarke County	GA	\$2,506,309
130174	Atlanta	GA	\$7,991,553
130192	Augusta-Richmond County	GA	\$3,483,201
130750	Columbus-Muscogee County	GA	\$3,574,055
131968	Macon-Bibb County	GA	\$2,987,467
132916	Savannah	GA	\$3,100,743
139063	Clayton County	GA	\$3,929,129
139089	De Kalb County	GA	\$7,800,770
139121	Fulton County	GA	\$2,428,588
139135	Gwinnett County	GA	\$7,593,563
139999	GA Non Entitlement	GA	\$87,655,165
13C807	CNSRT-Cobb County	GA	\$5,551,090
150144	Honolulu	HI	\$11,120,347
159999	HI Non Entitlement	HI	\$6,413,733
160102	Boise	ID	\$2,932,499
169999	ID Non Entitlement	ID	\$19,464,492
170342	Aurora	IL	\$2,726,703
171296	Chicago	IL	\$71,170,234
171716	Decatur	IL	\$1,497,384
172238	Evanston	IL	\$1,298,584
175526	Peoria	IL	\$2,405,902
176000	Rockford	IL	\$3,579,012
176648	Springfield	IL	\$2,380,397
179111	Mchenry County	IL	\$2,225,083
179999	IL Non Entitlement	IL	\$62,083,824
17C010	CNSRT-Lake County	IL	\$6,025,377
17C011	CNSRT-Will County	IL	\$4,581,154
17C104	CNSRT-Cook County	IL	\$23,837,306
17C105	CNSRT-Dupage County	IL	\$6,505,249
17C206	CNSRT-St. Clair County	IL	\$3,762,217
17C236	CNSRT-Kane County	IL	\$3,399,022
17C305	CNSRT-Urbana	IL	\$2,970,773
17C986	CNSRT-Madison County	IL	\$3,529,710
180084	Anderson	IN	\$1,372,583
180246	Bloomington	IN	\$2,045,237
180846	East Chicago	IN	\$1,023,095
180954	Evansville	IN	\$2,739,593
181014	Fort Wayne	IN	\$4,029,194
181104	Gary	IN	\$2,490,094

American Rescue Plan Act HOME Supplemental Allocations			
KEY	NAME	STA	AMOUNT
181272	Hammond	IN	\$1,765,004
181404	Indianapolis	IN	\$14,948,601
182100	Muncie	IN	\$1,858,590
183042	Terre Haute	IN	\$1,537,055
189089	Lake County	IN	\$2,197,879
189999	IN Non Entitlement	IN	\$54,528,535
18C017	CNSRT-South Bend	IN	\$3,489,734
18C207	CNSRT-Lafayette	IN	\$2,967,029
190138	Ames	IA	\$1,269,248
190804	Cedar Rapids	IA	\$1,388,646
191254	Davenport	IA	\$1,533,897
191362	Des Moines	IA	\$3,556,317
192466	Iowa City	IA	\$1,789,981
199999	IA Non Entitlement	IA	\$29,474,196
19C2M8	CNSRT-Sioux City	IA	\$1,745,357
19C701	CNSRT-Waterloo	IA	\$1,780,793
201776	Kansas City	KS	\$3,197,903
201902	Lawrence	KS	\$1,641,383
203408	Topeka	KS	\$2,064,660
203696	Wichita	KS	\$5,508,372
209999	KS Non Entitlement	KS	\$22,929,650
20C307	CNSRT-Johnson County	KS	\$3,977,106
211314	Lexington-Fayette	KY	\$4,865,246
211374	Louisville-Home	KY	\$11,417,313
211680	Owensboro	KY	\$1,007,867
219999	KY Non Entitlement	KY	\$51,725,043
21C980	CNSRT-Covington	KY	\$2,044,421
220030	Alexandria	LA	\$937,270
220126	Baton Rouge	LA	\$5,104,454
220828	Houma-Terrebonne	LA	\$1,235,848
220954	Lafayette	LA	\$2,251,381
220978	Lake Charles	LA	\$1,416,211
221206	Monroe	LA	\$1,167,981
221296	New Orleans	LA	\$9,474,585
221650	Shreveport	LA	\$3,584,981
229999	LA Non Entitlement	LA	\$39,286,662
22C122	CNSRT-Jefferson Parish	LA	\$5,664,957
239999	ME Non Entitlement	ME	\$15,685,918
23C052	CNSRT-Auburn	ME	\$1,700,829
23C982	CNSRT-Portland	ME	\$3,594,143
240066	Baltimore	MD	\$15,456,082
249003	Anne Arundel County	MD	\$2,800,473
249005	Baltimore County	MD	\$7,471,986
249025	Harford County	MD	\$1,821,904

American Rescue Plan Act HOME Supplemental Allocations			
KEY	NAME	STA	AMOUNT
249027	Howard County	MD	\$1,757,012
249031	Montgomery County	MD	\$7,310,978
249033	Prince Georges County	MD	\$7,592,085
249999	MD Non Entitlement	MD	\$23,971,559
250282	Boston	MA	\$21,597,797
250354	Brockton	MA	\$2,096,451
250396	Cambridge	MA	\$2,325,483
250744	Fall River	MA	\$3,813,993
251194	Lawrence	MA	\$3,174,052
251284	Lowell	MA	\$3,107,198
251302	Lynn	MA	\$3,347,845
251614	New Bedford	MA	\$3,175,399
252250	Somerville	MA	\$1,626,742
252340	Springfield	MA	\$6,066,102
252880	Worcester	MA	\$5,969,718
259999	MA Non Entitlement	MA	\$36,453,826
25C002	CNSRT-Holyoke	MA	\$3,329,224
25C003	CNSRT-Newton	MA	\$5,406,962
25C004	CNSRT-Malden	MA	\$7,275,299
25C005	CNSRT-Quincy	MA	\$2,918,165
25C101	CNSRT-Fitchburg	MA	\$1,738,722
25C102	CNSRT-Peabody	MA	\$7,358,237
25C201	CNSRT-Barnstable County	MA	\$1,556,508
25C227	CNSRT-Taunton	MA	\$2,611,979
260432	Battle Creek	MI	\$1,094,358
260444	Bay City	MI	\$761,876
261698	Detroit	MI	\$26,583,684
262172	Flint	MI	\$3,244,570
262544	Grand Rapids	MI	\$4,630,669
263174	Jackson	MI	\$1,137,398
263222	Kalamazoo	MI	\$1,881,648
263456	Lansing	MI	\$2,784,822
264296	Muskegon	MI	\$1,218,250
265010	Port Huron	MI	\$937,946
265340	Saginaw	MI	\$1,627,488
266252	Warren	MI	\$2,048,247
266378	Westland	MI	\$1,168,976
269049	Genesee County	MI	\$3,044,050
269161	Washtenaw County	MI	\$4,562,230
269999	MI Non Entitlement	MI	\$63,793,681
26C152	CNSRT-Oakland County	MI	\$10,396,043
26C962	CNSRT-Macomb County	MI	\$6,086,008
26C978	CNSRT-Wayne County	MI	\$10,288,375
26C991	CNSRT-Kent County	MI	\$3,352,764

American Rescue Plan Act HOME Supplemental Allocations			
KEY	NAME	STA	AMOUNT
271266	Duluth	MN	\$1,986,658
273120	Minneapolis	MN	\$9,626,335
274164	St Paul	MN	\$6,789,929
279999	MN Non Entitlement	MN	\$31,137,836
27C022	CNSRT-St Louis County	MN	\$2,042,540
27C023	CNSRT-Hennepin County	MN	\$6,415,971
27C024	CNSRT-Dakota County	MN	\$8,762,441
280630	Hattiesburg	MS	\$1,075,484
280726	Jackson	MS	\$3,195,726
289999	MS Non Entitlement	MS	\$38,094,321
28C903	CNSRT-Gulfport	MS	\$1,764,175
291152	Columbia	MO	\$2,161,654
292562	Independence	MO	\$1,684,853
292670	Kansas City	MO	\$8,397,188
294614	St Joseph	MO	\$1,337,926
294626	St Louis	MO	\$10,635,523
294884	Springfield	MO	\$3,805,703
299999	MO Non Entitlement	MO	\$45,382,334
29C141	CNSRT-St Louis County	MO	\$13,279,298
29C976	CNSRT-Joplin City	MO	\$1,736,017
300066	Billings	MT	\$1,211,321
300342	Great Falls	MT	\$1,026,477
300540	Missoula	MT	\$1,323,209
309999	MT Non Entitlement	MT	\$11,459,768
311710	Lincoln	NE	\$4,108,801
319999	NE Non Entitlement	NE	\$15,080,477
31C7M1	CNSRT-Omaha	NE	\$8,186,068
320096	Henderson	NV	\$2,523,480
320108	Las Vegas	NV	\$8,289,072
329999	NV Non Entitlement	NV	\$6,444,739
32C038	CNSRT-Clark County	NV	\$14,773,850
32C309	CNSRT-Reno	NV	\$5,066,913
330930	Manchester	NH	\$2,538,601
331026	Nashua	NH	\$1,618,618
339999	NH Non Entitlement	NH	\$13,875,514
340078	Atlantic City	NJ	\$1,739,690
340414	Camden	NJ	\$3,150,462
340732	East Orange	NJ	\$1,859,520
340798	Elizabeth	NJ	\$3,358,343
341434	Irvington	NJ	\$1,738,627
341464	Jersey City	NJ	\$7,703,151
342190	Newark	NJ	\$9,928,468
342196	New Brunswick	NJ	\$1,902,967
342454	Passaic	NJ	\$3,154,749

American Rescue Plan Act HOME Supplemental Allocations			
KEY	NAME	STA	AMOUNT
342466	Paterson	NJ	\$5,301,454
342532	Perth Amboy	NJ	\$1,476,500
343216	Trenton	NJ	\$3,228,324
349003	Bergen County	NJ	\$10,376,279
349999	NJ Non Entitlement	NJ	\$19,495,890
34C025	CNSRT-Ocean County	NJ	\$4,865,698
34C026	CNSRT-Hudson County	NJ	\$9,754,242
34C027	CNSRT-Union County	NJ	\$4,456,332
34C053	CNSRT-Somerset County	NJ	\$2,027,018
34C119	CNSRT-Mercer County	NJ	\$2,369,704
34C120	CNSRT-Camden County	NJ	\$4,108,852
34C121	CNSRT-Vineland	NJ	\$2,258,331
34C142	CNSRT-Essex County	NJ	\$4,527,082
34C303	CNSRT-Morris County	NJ	\$3,075,544
34C401	CNSRT-Middlesex County	NJ	\$5,844,246
34C502	CNSRT-Atlantic County	NJ	\$2,434,422
34C904	CNSRT-Monmouth County	NJ	\$5,523,901
34C951	CNSRT-Gloucester County	NJ	\$2,153,826
34C963	CNSRT-Burlington County	NJ	\$3,061,241
350012	Albuquerque	NM	\$7,412,150
350336	Las Cruces	NM	\$1,778,071
359999	NM Non Entitlement	NM	\$19,577,257
360040	Albany	NY	\$3,339,954
360352	Babylon Town	NY	\$1,561,413
360556	Binghamton	NY	\$1,936,143
360744	Brookhaven Town	NY	\$3,388,984
360784	Buffalo	NY	\$12,280,862
362000	Elmira	NY	\$1,118,725
363160	Islip Town	NY	\$2,375,228
363168	Ithaca	NY	\$1,211,929
363180	Jamestown	NY	\$1,227,096
364212	Mount Vernon	NY	\$1,855,473
364408	New Rochelle	NY	\$1,490,848
364436	New York	NY	\$269,831,517
364448	Niagara Falls	NY	\$1,624,703
365544	Rochester	NY	\$8,982,027
366376	Syracuse	NY	\$5,132,982
366612	Utica	NY	\$2,428,816
367260	Yonkers	NY	\$4,687,217
369059	Nassau County	NY	\$8,835,994
369087	Rockland County	NY	\$3,359,161
369119	Westchester County	NY	\$4,005,057
369999	NY Non Entitlement	NY	\$93,489,813
36C006	CNSRT-Erie County	NY	\$3,442,399

American Rescue Plan Act HOME Supplemental Allocations			
KEY	NAME	STA	AMOUNT
36C007	CNSRT-Monroe County	NY	\$4,290,012
36C008	CNSRT-Onondaga County	NY	\$2,389,171
36C009	CNSRT-Schenectady	NY	\$3,832,771
36C103	CNSRT-Amherst	NY	\$3,413,700
36C144	CNSRT-Suffolk County	NY	\$2,436,367
36C202	CNSRT-Jefferson County	NY	\$2,988,032
36C301	CNSRT-Dutchess County	NY	\$3,478,489
36C302	CNSRT-Orange County	NY	\$4,247,538
371002	Fayetteville	NC	\$3,397,564
371158	Goldsboro	NC	\$907,913
371194	Greenville	NC	\$1,988,461
371356	High Point	NC	\$1,988,359
372304	Raleigh	NC	\$5,248,796
373144	Wilmington	NC	\$2,513,506
379051	Cumberland County	NC	\$1,435,021
379999	NC Non Entitlement	NC	\$65,590,727
37C109	CNSRT-Winston-Salem	NC	\$4,887,567
37C110	CNSRT-Gastonia	NC	\$2,850,611
37C111	CNSRT-Asheville	NC	\$4,699,862
37C112	CNSRT-Surry County	NC	\$2,110,180
37C113	CNSRT-Lenoir	NC	\$4,182,773
37C172	CNSRT-Haywood County	NC	\$1,965,737
37C204	CNSRT-Orange County	NC	\$1,371,401
37C205	CNSRT-Durham	NC	\$4,346,151
37C304	CNSRT-Greensboro	NC	\$6,601,747
37C503	CNSRT-Concord	NC	\$4,772,338
37C504	CNSRT-Rocky Mount	NC	\$1,476,477
37C905	CNSRT-Charlotte	NC	\$11,566,783
37C950	CNSRT-Wake County	NC	\$3,511,550
380636	Fargo	ND	\$1,697,107
389999	ND Non Entitlement	ND	\$7,768,864
390042	Akron	OH	\$5,335,558
390858	Canton	OH	\$2,573,468
391062	Cincinnati	OH	\$9,923,076
391104	Cleveland	OH	\$17,735,408
391176	Columbus	OH	\$16,433,138
391362	Dayton	OH	\$5,091,209
391500	East Cleveland	OH	\$911,984
392118	Hamilton City	OH	\$1,400,858
392730	Lima	OH	\$1,122,406
392820	Lorain	OH	\$1,729,944
393012	Mansfield	OH	\$1,061,958
394998	Springfield	OH	\$1,880,905
395214	Toledo	OH	\$7,900,932

American Rescue Plan Act HOME Supplemental Allocations			
KEY	NAME	STA	AMOUNT
395874	Youngstown	OH	\$2,516,342
399049	Franklin County	OH	\$3,158,302
399061	Hamilton County	OH	\$5,464,367
399085	Lake County	OH	\$1,631,860
399113	Montgomery County	OH	\$3,868,913
399153	Summit County	OH	\$1,535,739
399999	OH Non Entitlement	OH	\$90,557,128
39C012	CNSRT-Warren	OH	\$2,674,823
39C106	CNSRT-Stark County	OH	\$3,228,483
39C107	CNSRT-Cuyahoga County	OH	\$9,879,339
39C805	CNSRT-Butler County	OH	\$3,105,309
401734	Lawton	OK	\$1,327,045
402190	Norman	OK	\$1,560,908
402268	Oklahoma City	OK	\$8,443,107
403036	Tulsa	OK	\$6,477,826
409999	OK Non Entitlement	OK	\$32,093,285
40C306	CNSRT-Tulsa County	OK	\$4,094,107
410288	Corvallis	OR	\$1,164,563
411200	Salem	OR	\$2,349,371
419005	Clackamas County	OR	\$3,649,508
419047	Marion County	OR	\$2,251,172
419999	OR Non Entitlement	OR	\$32,894,168
41C032	CNSRT-Portland	OR	\$13,567,782
41C033	CNSRT-Eugene	OR	\$4,728,637
41C213	CNSRT-Washington County	OR	\$6,101,728
420096	Allentown	PA	\$3,496,826
420114	Altoona	PA	\$1,192,765
420504	Bethlehem	PA	\$1,404,987
421116	Chester	PA	\$1,318,782
422178	Erie	PA	\$2,932,681
422898	Harrisburg	PA	\$1,752,227
423411	Johnstown	PA	\$881,979
425451	Philadelphia	PA	\$42,007,561
425529	Pittsburgh	PA	\$8,342,028
425793	Reading	PA	\$3,580,856
426201	Scranton	PA	\$2,440,076
426711	State College	PA	\$1,109,162
427227	Upper Darby	PA	\$1,561,080
427947	Wilkes-Barre	PA	\$1,235,638
427962	Williamsport	PA	\$888,134
428136	York	PA	\$1,980,626
429007	Beaver County	PA	\$2,091,861
429011	Berks County	PA	\$2,296,766
429029	Chester County	PA	\$3,984,864

American Rescue Plan Act HOME Supplemental Allocations			
KEY	NAME	STA	AMOUNT
429041	Cumberland County	PA	\$1,903,664
429043	Dauphin County	PA	\$2,348,835
429045	Delaware County	PA	\$3,732,740
429079	Luzerne County	PA	\$2,530,085
429091	Montgomery County	PA	\$5,080,650
429095	Northampton County	PA	\$2,338,781
429125	Washington County	PA	\$2,104,738
429133	York County	PA	\$3,070,455
429999	PA Non Entitlement	PA	\$73,094,403
42C028	CNSRT-Bucks County	PA	\$4,484,799
42C125	CNSRT-Westmoreland Co	PA	\$3,684,314
42C403	CNSRT-Allegheny County	PA	\$10,799,656
42C987	CNSRT-Lancaster County	PA	\$6,789,732
440210	Pawtucket	RI	\$2,076,595
440222	Providence	RI	\$5,930,420
440306	Woonsocket	RI	\$1,634,946
449999	RI Non Entitlement	RI	\$13,486,659
450300	Charleston	SC	\$1,977,676
450372	Columbia	SC	\$2,500,820
450648	Greenville	SC	\$1,068,364
451554	Spartanburg	SC	\$773,630
459019	Charleston County	SC	\$2,940,411
459045	Greenville County	SC	\$4,151,357
459063	Lexington County	SC	\$2,619,353
459079	Richland County	SC	\$2,696,855
459083	Spartanburg County	SC	\$2,122,446
459999	SC Non Entitlement	SC	\$26,687,296
45C108	CNSRT-Sumter County	SC	\$2,785,118
45C808	CNSRT-Horry County	SC	\$3,823,021
45C967	CNSRT-Beaufort County	SC	\$2,321,952
45C973	CNSRT-Anderson County	SC	\$2,142,273
45C990	CNSRT-Orangeburg County	SC	\$3,855,545
461518	Sioux Falls	SD	\$1,842,463
469999	SD Non Entitlement	SD	\$9,290,628
470336	Chattanooga	TN	\$2,966,210
470354	Clarksville	TN	\$1,882,125
470924	Jackson	TN	\$1,232,967
471014	Knoxville	TN	\$4,076,859
471242	Memphis	TN	\$13,545,982
471368	Nashville-Davidson	TN	\$9,315,028
479093	Knox County	TN	\$1,555,950
479157	Shelby County	TN	\$1,557,263
479999	TN Non Entitlement	TN	\$53,276,184
47C1M3	CNSRT-Bristol	TN	\$4,014,832

American Rescue Plan Act HOME Supplemental Allocations			
KEY	NAME	STA	AMOUNT
480018	Abilene	TX	\$1,595,072
480132	Amarillo	TX	\$2,560,840
480222	Arlington	TX	\$4,583,064
480264	Austin	TX	\$11,441,252
480402	Beaumont	TX	\$1,865,394
480726	Brownsville	TX	\$3,324,820
480738	Bryan	TX	\$1,384,509
481104	College Station	TX	\$1,740,263
481206	Corpus Christi	TX	\$4,213,937
481338	Dallas	TX	\$21,376,123
481416	Denton	TX	\$1,763,622
481680	El Paso	TX	\$9,535,888
481896	Fort Worth	TX	\$10,537,030
481986	Galveston	TX	\$893,274
481998	Garland	TX	\$2,541,737
482142	Grand Prairie	TX	\$1,907,879
482304	Harlingen	TX	\$1,210,837
482514	Houston	TX	\$37,352,805
482628	Irving	TX	\$2,931,949
482820	Killeen	TX	\$1,778,641
483042	Laredo	TX	\$4,199,095
483246	Longview	TX	\$1,077,488
483288	Lubbock	TX	\$3,615,530
483330	McAllen	TX	\$2,126,569
483924	Odessa	TX	\$996,215
484068	Pasadena	TX	\$1,930,689
484206	Plano	TX	\$1,988,051
484248	Port Arthur	TX	\$1,000,453
484752	San Angelo	TX	\$1,110,165
484758	San Antonio	TX	\$20,042,085
485496	Tyler	TX	\$1,312,072
485592	Waco	TX	\$2,539,867
485826	Wichita Falls	TX	\$1,572,080
489029	Bexar County	TX	\$2,544,520
489039	Brazoria County	TX	\$1,874,707
489113	Dallas County	TX	\$2,738,369
489157	Fort Bend County	TX	\$3,322,057
489201	Harris County	TX	\$16,747,366
489215	Hidalgo County	TX	\$7,461,494
489339	Montgomery County	TX	\$2,548,899
489999	TX Non Entitlement	TX	\$132,969,147
48C970	CNSRT-Tarrant County	TX	\$5,281,656
490888	Ogden	UT	\$1,652,923
491092	Salt Lake City	UT	\$3,533,195

American Rescue Plan Act HOME Supplemental Allocations			
KEY	NAME	STA	AMOUNT
499999	UT Non Entitlement	UT	\$12,978,715
49C014	CNSRT-Salt Lake County	UT	\$6,213,428
49C015	CNSRT-Provo	UT	\$5,144,957
500288	Burlington	VT	\$1,500,494
509999	VT Non Entitlement	VT	\$9,564,691
510024	Alexandria	VA	\$2,243,216
510288	Chesapeake	VA	\$2,004,685
510450	Danville	VA	\$990,667
510720	Hampton	VA	\$1,954,965
510960	Lynchburg	VA	\$1,498,471
511098	Newport News	VA	\$2,795,087
511116	Norfolk	VA	\$4,517,686
511236	Portsmouth	VA	\$1,540,476
511308	Richmond	VA	\$5,840,854
511320	Roanoke	VA	\$2,449,336
511590	Virginia Beach	VA	\$3,840,395
519013	Arlington County	VA	\$2,628,564
519041	Chesterfield County	VA	\$2,124,036
519059	Fairfax County	VA	\$7,884,566
519087	Henrico County	VA	\$3,216,865
519153	Prince William County	VA	\$3,350,574
519999	VA Non Entitlement	VA	\$39,724,473
51C126	CNSRT-Charlottesville	VA	\$2,452,270
51C406	CNSRT-Suffolk	VA	\$1,451,291
51C975	CNSRT-Blacksburg	VA	\$2,161,332
51C979	CNSRT-Winchester	VA	\$2,312,718
530090	Bellingham	WA	\$2,184,701
531392	Seattle	WA	\$12,220,684
531488	Spokane	WA	\$4,628,671
531668	Vancouver	WA	\$2,496,110
531830	Yakima	WA	\$1,822,807
539011	Clark County	WA	\$2,006,728
539053	Pierce County	WA	\$5,263,105
539063	Spokane County	WA	\$3,005,209
539999	WA Non Entitlement	WA	\$23,443,764
53C127	CNSRT-King County	WA	\$13,801,695
53C128	CNSRT-Snohomish County	WA	\$7,295,083
53C143	CNSRT-Thurston County	WA	\$3,053,476
53C402	CNSRT-Richland	WA	\$2,394,949
53C505	CNSRT-Kitsap County	WA	\$2,653,349
53C506	CNSRT-Longview	WA	\$1,326,277
53C806	CNSRT-Tacoma	WA	\$5,110,825
53C989	CNSRT-Yakima County	WA	\$1,814,137
53C998	CNSRT-Skagit County	WA	\$3,591,066

American Rescue Plan Act HOME Supplemental Allocations			
KEY	NAME	STA	AMOUNT
549999	WV Non Entitlement	WV	\$19,106,500
54C203	CNSRT-Huntington	WV	\$2,437,837
54C404	CNSRT-Wheeling	WV	\$1,105,104
54C405	CNSRT-Parkersburg	WV	\$1,243,320
54C507	CNSRT-Charleston	WV	\$2,554,912
54C974	CNSRT-Martinsburg	WV	\$1,843,081
551920	Eau Claire	WI	\$1,140,076
552664	Green Bay	WI	\$1,948,216
553316	Kenosha	WI	\$1,963,911
553428	La Crosse	WI	\$1,097,432
553944	Madison	WI	\$5,076,197
554340	Milwaukee	WI	\$20,309,464
555424	Racine	WI	\$2,080,178
559025	Dane County	WI	\$2,255,364
559999	WI Non Entitlement	WI	\$41,859,563
55C118	CNSRT-Milwaukee County	WI	\$4,499,862
55C602	CNSRT-Waukesha County	WI	\$5,293,334
55C702	CNSRT-Janesville	WI	\$2,442,156
569999	WY Non Entitlement	WY	\$7,390,819
600001	American Samoa	AS	\$950,062
660001	Guam	GU	\$3,881,538
690001	Northern Marianas	MP	\$1,692,522
729005	Aguadilla Municipio	PR	\$1,702,648
729013	Arecibo Municipio	PR	\$2,009,585
729021	Bayamon Municipio	PR	\$3,738,677
729025	Caguas Municipio	PR	\$2,645,438
729031	Carolina Municipio	PR	\$2,789,593
729061	Guaynabo Municipio	PR	\$1,068,704
729097	Mayaguez Municipio	PR	\$2,386,099
729113	Ponce Municipio	PR	\$3,624,819
729127	San Juan Municipio	PR	\$9,559,224
729137	Toa Baja Municipio	PR	\$1,424,983
729139	Trujillo Alto Municipio	PR	\$1,088,831
729999	PR Non Entitlement	PR	\$49,584,423
780001	Virgin Islands	VI	\$3,325,878



**HOME INVESTMENT PARTNERSHIPS PROGRAM
– AMERICAN RESCUE PLAN (HOME-ARP)
ALLOCATION PLAN**

FISCAL YEAR 2021/2022

**Revision No. 1
Re-Submitted to HUD
October XX, 2023**

**City of Moreno Valley
City Manager's Office
Grants Division
14177 Frederick Street
Moreno Valley, CA 92553**

City of Moreno Valley
HOME-ARP Allocation Plan

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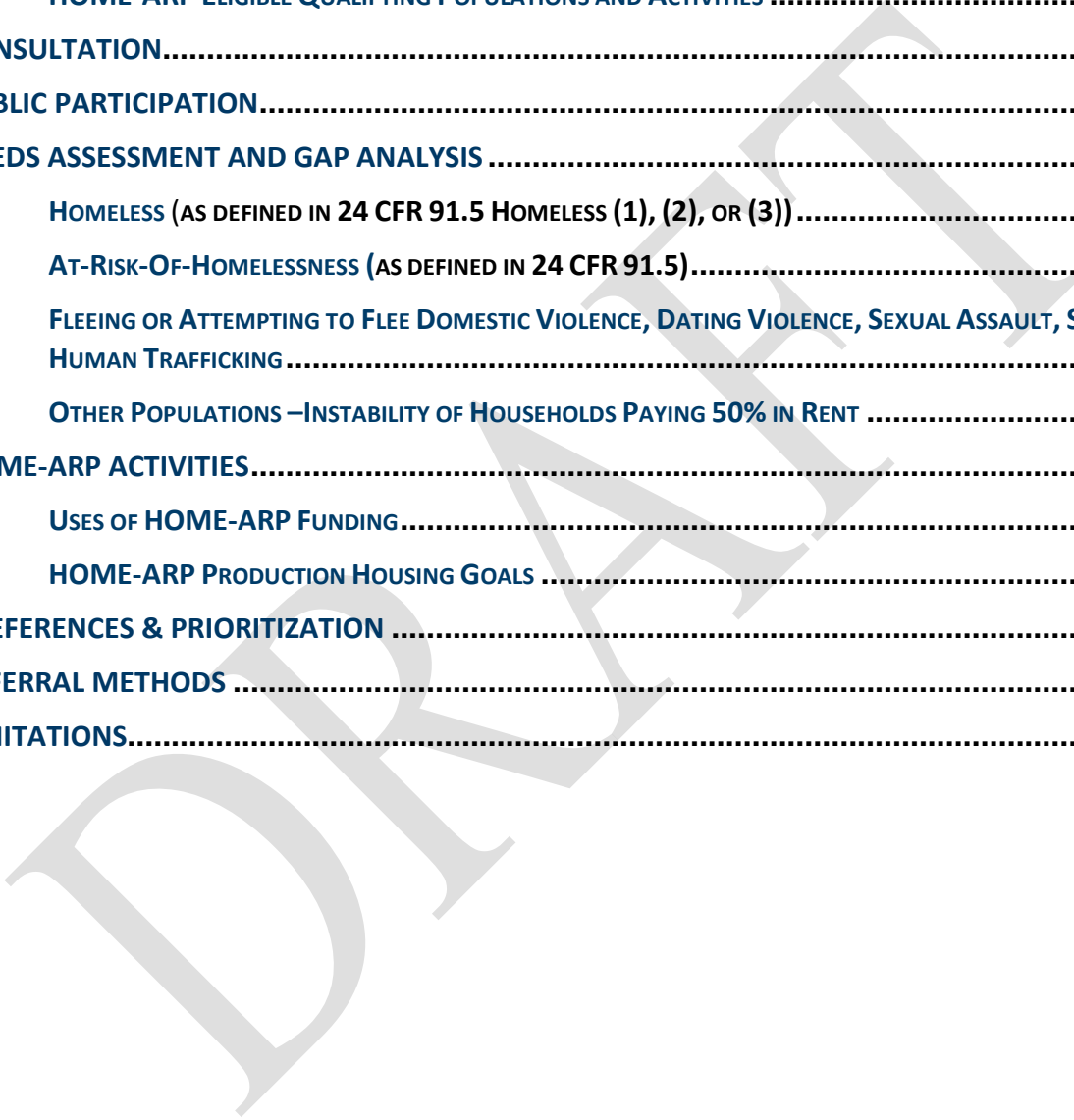
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Attachment: City of Moreno Valley HOME-ARP Allocation Plan (6405 : ACCEPT THE U.S. DEPARTMENT OF HOUSING AND URBAN

Introduction

The City of Moreno Valley has been allocated \$2.4M of HOME- American Recovery Plan Act (HOME-ARP) funding from the U.S. Department of Housing and Urban Development (HUD). To receive the HOME-ARP allocation, the City must develop a HOME-ARP Allocation Plan (AP) that will become part of the City's FY 2021-2022 HUD Annual Action Plan by substantial amendment.

The HOME-ARP Allocation Plan must include:

1. A summary of the consultation process and results of consultation;
2. A summary of comments received through the public participation process and a summary of any comments or recommendations not accepted and the reasons why;
3. A description of HOME-ARP qualifying populations within the jurisdiction;
4. An assessment of unmet needs of each qualifying population;
5. An assessment of gaps in housing and shelter inventory, homeless assistance and services, and homelessness prevention service delivery system;
6. A summary of the planned use of HOME-ARP funds for eligible activities based on the unmet needs of the qualifying populations;
7. An estimate of the number of housing units for qualifying populations the State will produce or preserve with its HOME-ARP allocation;
8. A description of any preferences for individuals and families in a particular qualifying population or a segment of a qualifying population;
9. HOME-ARP Refinancing Guidelines; and
10. Certifications and SF-424, SF-424B and SF-424D Forms.

HOME-ARP Eligible Qualifying Populations and Activities

HUD's CPD Notice 21-10 *Requirements for the Use of Funds in the HOME-American Rescue Plan Program* establishes requirements for funds appropriated under section 3205 of the American Rescue Plan Act of 2021 for the HOME Investment Partnerships Program (HOME) to provide homelessness assistance and supportive services.

The American Rescue Plan Act (ARP) defines qualifying individuals or families (aka Qualifying Populations or QPs), including Veterans, which are:

1. Homeless, as defined 24 CFR 91.5 *Homeless* (1), (2), or (3);;
2. At risk of homelessness, as defined in 24 CFR 91.5 *At risk of homelessness*;
3. Fleeing, or attempting to flee domestic violence, dating violence, sexual assault, or stalking (as defined by HUD in 24 CFR 5.2003) or human trafficking (as outlined in the Trafficking Victims Protection Act of 2000 as amended [22 USC 7102]); and
4. Other Populations who do not qualify under any of the populations above but meet one of the following criteria:
 - a. Other Families Requiring Services or Housing Assistance to Prevent Homelessness
 - b. Those At Greatest Risk of Housing Instability

- c. Veterans and Families that include a Veteran Family Member that meet the criteria for one of the qualifying populations described above are eligible to receive HOME-ARP assistance.

Eligible activities include:

1. Development and support of affordable housing;
2. Tenant-based Rental Assistance (TBRA);
3. Provision of supportive services;
4. Acquisition and development of non-congregate shelter;
5. Nonprofit capacity building and operating assistance; and
6. Program planning and administration.

Consultation

Describe the consultation process including methods used and dates of consultation:

HUD requires each HOME-ARP Participating Jurisdiction (PJ) to consult with agencies and service providers whose clientele include the HOME-ARP qualifying populations. Agencies consulted must at a minimum include the Continuum of Care (CoC) serving the PJ's geographic area, homeless and domestic violence service providers, veterans' groups, public housing agencies (PHAs), public agencies that address the needs of the qualifying populations, and public or private organizations that address fair housing, civil rights, and the needs of persons with disabilities. States are not required to consult with all Continuums of Care or PHAs in their jurisdiction.

To ensure broad input into the HOME-ARP allocation plan from stakeholders, beginning January 2023 through February 2023, the City engaged in consultation with stakeholders through a series of virtual meetings, phone interviews, and written surveys. Surveys were emailed to 280 public and private agencies and virtual meetings invitations were sent to 24 of these same agencies serving the various QPs.

The goals of the surveys and virtual meetings were to: (1) identify the needs and gaps in services to the various QPs; (2) prioritize the gaps identified, and (3) quantify as much as possible the gaps identified.

Most respondents listed affordable housing as a top need.

List the organizations consulted:

**Table 1
City of Moreno Valley
Organizations Consulted**

Agency/Organizations Consulted	Type of Agency/Organization	QP Served	Method of Consultation	Date of Consultation	Needs/Gaps Feedback
Riverside County Continuum of Care (CoC)	Public Agency	Homeless; At-Risk of Homelessness	1/3/23-Email Invitation to Phone consult / Survey	1/18/2023-Phone consult	The RivCo CoC provided several publications and data sets quantifying needs and gaps including the 2022 MoVal Point in Time stats, the MoVal Housing Inventory Count (HIC) and the 2022 RivCo Homeless Action Plan. Gaps included, but were not limited to, insufficient housing affordability, lack of permanent supportive and rapid rehousing units, lack of supportive services, lack of funds for move-in assistance.
Housing Authority of the County of Riverside (HACR)	Public Agency	Homeless; At-Risk of Homelessness	1/3/23-Email Invitation to Phone consult / Survey	No Response. Feedback from RivCo Allocation Plan incorporated by permission.	The HACR identified lack of affordable housing as a major need, after someone is approved for a voucher finding a unit is extremely difficult.
Riverside County Office of Aging	Public Agency	Homeless; At-Risk of Homelessness Seniors	1/3/23-Email Invitation to Phone consult / Survey	No Response. Feedback from RivCo Allocation Plan incorporated by permission.	OOA supported the need to direct funds toward the production of affordable permanent housing for the elderly homeless population.

**Table 1
(continued)**

Agency/Organizations Consulted	Type of Agency/Organization	QP Served	Method of Consultation	Date of Consultation	Needs/Gaps Feedback
Riverside County Department of Veterans Services	Public Agency	Homeless; At-Risk of Homelessness Vets	1/3/23-Email Invitation to Phone consult / Survey	No Response. Feedback from RivCo Allocation Plan incorporated by permission.	Veterans' Services was consulted about HOME-ARP qualifying populations, and activities. Needs described included: Affordable Housing, Transitional Housing, Wrap Around Services, and Shelters, as well.
Riverside University Health System-Behavioral Health	Public Agency	Homeless; At-Risk of Homelessness Disabled	1/3/23-Email Invitation to Phone consult / Survey	No Response. Feedback from RivCo Allocation Plan incorporated by permission.	RUHS oversees the County of Riverside's Coordinated Entry System (CES) and they agreed to provide referrals from the CES for HOME ARP funded affordable housing developments.
Mary Erickson Community Housing	Private Developer	Homeless Affordable housing	1/3/23-Email Invitation to Phone consult / Survey	1/19/2023-Survey received	More high density affordable housing, especially for students. Provide TBRA and Section 8 vouchers.
Neighborhood Partnership Housing Services	Private Not-for-Profit	Homeless Affordable housing	2/1/23-Email Invitation to Phone consult / Survey	2/7/23-Video consult and survey	Need more affordable housing; more homeowner counseling & foreclosure counseling.
The Salvation Army	Private Not-for-Profit	Homeless; At-Risk of Homelessness	1/3/23-Email Invitation to Phone consult / Survey	1/12/2023-Video consult	Lack of transitional housing; mentoring to get people back on their feet.

**Table 1
(continued)**

Agency/Organizations Consulted	Type of Agency/Organization	QP Served	Method of Consultation	Date of Consultation	Needs/Gaps Feedback
Lutheran Social Service of Southern California	Private Not-for-Profit	Homeless; At-Risk of Homelessness	1/3/23-Email Invitation to Phone consult / Survey	1/12/2023-Video consult	Transitional housing units for long term (24 month) counseling addressing mental issues, credit, finances, employment, drug addiction.
Inland So Cal United Way	Private Not-for-Profit	Homeless; At-Risk of Homelessness; Fleeing violence	1/3/23-Email Invitation to Phone consult / Survey	2/1/23-Video consult and survey	More affordable housing especially for singles college grads and women with children fleeing domestic abuse; more rental assistance; transitional services like employment services; sited Wellness Center in Victorville as an example of full scope project. Also, streamlining the process for approval.
Catholic Charities	Private Not-for-Profit	Homeless; At-Risk of Homelessness	1/3/23-Email Invitation to Phone consult / Survey	No Response	No Response.

**Table 1
(continued)**

Agency/Organizations Consulted	Type of Agency/Organization	QP Served	Method of Consultation	Date of Consultation	Needs/Gaps Feedback
First Serv Foundation	Private Not-for-Profit	Homeless; At-Risk of Homelessness	1/24/23- Email invitation to Phone consult	1/24/2023- Phone consult	More affordable housing/mental health services/financial management for vets (especially females), seniors, disabled. Incomes not sufficient to cover local housing costs. Need more temporary housing coupled with extensive case management and mandatory education to deal with issues of mental health, unemployment, personal budgeting, and other barriers to sustainability and movement to permanent housing.

Attachment: City of Moreno Valley HOME-ARP Allocation Plan (6405 : ACCEPT THE U.S. DEPARTMENT OF HOUSING AND URBAN

**Table 1
(continued)**

Agency/Organizations Consulted	Type of Agency/Organization	QP Served	Method of Consultation	Date of Consultation	Needs/Gaps Feedback
U.S. Veterans	Private Not-for-Profit	Homeless; At-Risk of Homelessness; Disabled Vets;	1/3/23-Email Invitation to Video consult / Survey	2/2/23-Video consult and survey	More affordable housing as 50% of vets (about 500 in 2022) were turned away due to lack of affordable housing; Lack of transitional housing facilities for homeless like the US Vets MoVal facility; Fast tracking mental health assistance; Lack of child and senior care for vets trying to work; Improve access to critical documents like (birth certificates, etc.); Lack of available transportation to jobs, medical; Reducing red tape in screening services and centralizing screen function.
Assistance for Vets	Private Not-for-Profit	Homeless; At-Risk of Homelessness Vets	1/3/23-Email Invitation to Survey	1/17/23-Survey received	Shortage of housing vouchers and affordable village type housing for vets like those built by U.S. Vets. Mental health issues creating barriers to employment are not being addressed.

Attachment: City of Moreno Valley HOME-ARP Allocation Plan (6405 : ACCEPT THE U.S. DEPARTMENT OF HOUSING AND URBAN

**Table 1
(continued)**

Agency/Organizations Consulted	Type of Agency/Organization	QP Served	Method of Consultation	Date of Consultation	Needs/Gaps Feedback
Reset Project	Private Not-for-Profit	Homeless; Domestic Violence	1/3/23-Email Invitation to Video consult / Survey	1/7/2023-Survey received	More TBRA; affordable housing (min 50 units), basic essentials; Must have counseling on basic life skills; treatment of mental health issues all to promote sustainability.
Riverside County Sherriff	Public Agency	Victims of Domestic Violence/Sexual Assault/Stalking/ Human Trafficking	1/3/23-Email Invitation to Video consult / Survey	2/22/23-Crime Stats Provided	City is second only to Riverside in violent crime. More assistance for victims is needed.
SAFE Family Justice Center	Private Not-for-Profit	Victims of Domestic Violence/Sexual Assault/Stalking/ Human Trafficking	1/25/23-Email Invitation to Phone consult / Survey	1/25/2023-Phone consult	Lack of affordable permanent supportive housing for victims of domestic violence.
Riverside Area Rape Crises Center	Private Not-for-Profit	Victims of Domestic Violence/Sexual Assault/Stalking/ Human Trafficking	1/3/23-Email Invitation to Video consult / Survey	2/8/23-Email Invitation to Video consult / Survey	Need shelter for domestic violence victims as there is none in City or County; Lack of sufficient administration budget for necessary case manager/admin staff to follow up with victims in long term.

**Table 1
(continued)**

Agency/Organizations Consulted	Type of Agency/Organization	QP Served	Method of Consultation	Date of Consultation	Needs/Gaps Feedback
Operation Safe House	Private Not-for-Profit	Victims of Domestic Violence/Sexual Assault/Stalking/ Human Trafficking	1/3/23-Email Invitation to Video consult / Survey	2/1/23-Video consult and Survey	More affordable housing; Major drug rehab services.
Voices for Children	Private Not-for-Profit	Victims of Domestic Violence/Sexual Assault/Stalking/ Human Trafficking	1/3/23-Email Invitation to Video consult / Survey	1/31/23-Video consult and Survey	VFC stated need for more dental health for children terming out of foster care.
Fair Housing Council of Riverside County	Private Not-for-Profit	Civil Rights/ Fair Housing	1/3/23-Email Invitation to Video consult / Survey	No Response	No Response.

Summarize feedback received and results of upfront consultation with these entities:

The public and private agencies consulted were asked to prioritize the four activities eligible with the HOME-ARP funds based on the needs and service gaps to the QP’s. The following is the outcome of the prioritization activity for those agencies that provided input.

1. Develop and Support more Affordable Rental Housing.
2. Provide more wrap around/transitional services, such as counseling and mental health services
3. Provide more rental assistance.
4. Increase availability of non-congregate shelter units

The lack of affordable rental housing in the City, and Riverside County in general, was a top concern for a majority of agencies consulted (13 of the 18 responses listed above). The populations most impacted were households with Extremely Low Income (ELI) at 30% or less AMI for Riverside County.

The Riverside County Homeless Action Plan, dated January 2022, describes the affordable housing shortage in the area:

”Homelessness in Riverside County must be understood in context of Riverside County’s overall lack of affordable housing. The Riverside-San Bernardino-Ontario metropolitan area has one of the most severe shortages of affordable homes in the country, with only 18 affordable and available homes per 100 renter households. 58.6% of Riverside County renters are considered rent burdened by HUD, paying more than 30% of household income on rent. This is higher than state and national averages as, in the same year, 49.6% of American renters and 54.8% of Californian renters were considered rent burdened. Riverside County’s housing stock is mostly composed of single family detached homes,

which make up 68.3% of the housing stock. Only 17.4% of the county’s housing stock is in a complex with 2 or more units, compared to 31.4% at the state level and 26.3% at the national level.”

Public Participation

Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan:

- ***Date(s) of public notice:*** September 15, 2023
- ***Public comment period:*** Beginning September 15, 2023, and ending September 29, 2023
- ***Date(s) of Council Public Hearing:*** October 3, 2023

Describe the public participation process:

HUD requires each Participating Jurisdiction to provide opportunities for the public to comment on the proposed Allocation Plan, including the amount of HOME-ARP funds that will be received and the range of activities that the state may undertake.

Public participation was solicited through a 15-Day public comment period. The City provided a 15-day public comment period for the proposed HOME-ARP Allocation Plan beginning September 15, 2023, ending September 29, 2023. The City council approved the HOME-ARP Allocation Plan at the regularly scheduled council public hearing on October 3, 2023. A combined notice of public comment period was published in both English and Spanish in local newspapers of general circulation on September 15, 2023. Accommodations for the disabled and Spanish language participants were provided at the October 3, 2023 council meeting.

Describe efforts to broaden public participation:

The HOME-ARP Allocation Plan was posted on the City website, a notice of availability was posted to the City’s various social media sites, and an information bulletin notifying stakeholders and the public was distributed via City mailings.

Summarize the comments and recommendations received through the public participation process either in writing, or orally at a public hearing:

There were [TBD] comments received during the public comment period. These comments are summarized in **Attachment 1** - Summary of Public Comments.

Summarize any comments or recommendations not accepted and state the reasons why:

[TBD]

Needs Assessment and Gap Analysis

The needs assessment and gap analysis must evaluate the 1) size and demographic composition of HOME-ARP qualifying populations, and 2) unmet needs of HOME-ARP qualifying populations. In addition, the needs assessment and gap analysis must identify any gaps within its current shelter and housing inventory, and service delivery system. This needs assessment and gap analysis focuses on the following populations:

1. Homeless - sheltered and unsheltered (QP1);
2. Households At-Risk of Homelessness (QP2);
3. Those Fleeing violence, dating violence, stalking and human trafficking (QP3); and
4. Those at greatest risk of housing instability or unstable housing situations (QP4).

The City utilized the following publications that highlighted the needs and gaps in the City and Riverside County as a whole.

1. City of Moreno Valley Housing Element 2021-2029 dated October 2022
2. Riverside County 2022 Homeless Action Plan dated January 2022
3. Riverside County 2023 Homeless Point-In-Time Count and Survey dated May 2023
4. Riverside County Performance Assessment and Gap Analysis dated June 2021
5. HUD Comprehensive Housing Affordability Strategy (CHAS) data for 2016-2020, released September 5, 2023

Describe the size and demographic composition of qualifying populations within the PJ's boundaries:

Homeless (as defined in 24 CFR 91.5 Homeless (1), (2), or (3))

In partnership with the County of Riverside, the City participated in the 2023 Homeless Point-in-time (PIT) count that was conducted on January 25, 2023. Both the sheltered and unsheltered homeless data collected is being used for this analysis. The 2023 PIT revealed the City of Moreno Valley experienced 77 unsheltered homeless. Of the 77 unsheltered persons, the majority were living in the streets (45%), or in a vehicle (29%). Others were living in tents or sheds (7%), in abandoned buildings (7%), in an encampment (7%), in a park (4%), or under a bridge (2%). 41% of the unsheltered persons interviewed were homeless for the first time. Of the 77 unsheltered homeless, 53% were "White" (this includes Hispanics), 31% were "Black, African American, African", 14% identified as being "multiple races", and 1% were "Asian, Asian American. Additionally, the report identifies 1) Family Disruption, 2) Lack of Income, and 3) Unemployment as the top three primary factors contributing to unsheltered homelessness. Single adults made up the largest portion of the homeless population by age. Of the 77 homeless people counted, none (0) were households with children and there were no youths under the age of 17 counted.

Table 2 below shows the number of unsheltered and sheltered homeless identified in the 2023 PIT.

**Table 2
City of Moreno Valley
2023 Homeless Point-in-Time Count**

CITY OF MORENO VALLEY		
Unsheltered	Sheltered	Total
77	24	101

Race (all)	Count	Percent %
<i>American Indian, Alaskan Native, Indigenous</i>	0	0%
<i>Asian, Asian American</i>	1	1%
<i>Black, African American, African</i>	24	31%
<i>Native Hawaiian, Pacific Islander</i>	0	0%
<i>Multiple Races</i>	11	14%
<i>White</i>	41	53%
Total	77	100% *

**Percentages do not add up to 100% due to rounding*

Age	Count	Percent %
<i>Children (≤17)</i>	0	0%
<i>Youth (18-24)</i>	14	18%
<i>Adults (25-34)</i>	18	23%
<i>Adults (35-44)</i>	20	26%
<i>Adults (45-54)</i>	15	19%
<i>Adults (55-64)</i>	7	9%
<i>Adults (65+)</i>	3	4%
Total	77	100% *

**Percentages do not add up to 100% due to rounding*

The annual Housing Inventory Count (HIC) provides useful context regarding the number and type of beds and units that are available for individuals and families experiencing homelessness on any given night. Table 3 below summarize beds and units available in 2022 in the City by bed type as provided in consultation with the Riverside County CoC.

1. Emergency housing beds include emergency shelter and transitional housing; emergency shelter generally allows for short-term or nightly stays, while transitional housing generally allows for a stay up to 24 months. Both types of emergency housing may include supportive services designed to facilitate movement to independent living.
2. Rapid rehousing provides security and utility deposits and/or monthly rental and utility assistance for rental units that rent for less than the fair market rent. Assistance is generally provided for the shortest period of time necessary for a household to gain stable housing and can range from 3 to 24 months. Permanent supportive housing

provides for an unlimited lease term; residents receive services necessary to promote continued housing stability.

Table 3 below shows the 2022 HIC inventory for the City as provided by the RivCo CoC. There remain **only 2 available transitional housing beds** for the 77 unsheltered homeless (12 beds per the HIC inventory less 10 sheltered per the 2022 PIT count). Although Rapid Rehousing and Permanent Supportive beds totaled 196 for 2022, those beds were not necessarily available to or accepted by the existing and new homeless individuals in the City.

Table 3
City of Moreno Valley
2022 Housing Inventory Count

Emergency Housing Beds Available 2022								
	Current Inventory					Beds for Subpopulations		
	Family Units	Family Beds	Households with Children	Child-Only Beds	Total Year Round Beds	Chronic	Veterans	Youth
Emergency Shelter	0	0	0	0	0	0	0	0
Transitional Housing	0	0	12	0	12	0	12	0
Total Emergency Housing Beds	0	0	12	0	12	0	12	0

Rapid Rehousing and Permanent Supportive Housing Available 2022								
	Current Inventory					Beds for Subpopulations		
	Family Units	Family Beds	Households with Children	Child-Only Beds	Total Year Round Beds	Chronic	Veterans	Youth
Rapid Rehousing	28	97	29	0	126	0	15	3
Permanent Supportive Housing	15	52	18	0	70	29	0	0
Total Year Round Beds	43	149	47	0	196	29	15	3

Source: Riverside County Continuum of Care

The Riverside County 2021 Gaps Analysis report cited the following as gaps:

- Lack of housing affordable to the Extremely Low-income Population
- Lack of Permanent Supportive and Rapid Rehousing opportunities.
- The accessibility and usefulness of Housing Choice Vouchers.

This data aligns with stakeholder feedback regarding the need for more affordable housing. The City also believes that certain supportive services, such as those legal services listed in Use of HOME-ARP Funding below, will assist the homeless with reducing the barriers that contribute to homelessness.

At-Risk-Of-Homelessness (as defined in 24 CFR 91.5)

Table 4 below shows a 2016 comparison of the number of households in the City “At-Risk-Of-Homelessness” due to eviction compared to the State of California and County of Riverside. Households in the City were shown to be at greater risk than households in these larger jurisdictions.

**Table 4
City of Moreno Valley
2016 Eviction Notices Filed**

Jurisdiction	Population	Evictions	Eviction Rate
State of California	39.1 million	147,000	0.38%
County of Riverside	2.38 million	10,500	0.44%
City of Moreno Valley	204,308	956	0.47%

Source: Eviction Lab

Since the COVID-19 pandemic began in 2020, households, especially those of extremely low-income minorities, were at greater risk as the U.S. economy was “shuttered in place”, and many families lost their jobs and became delinquent in housing payments. The national and statewide moratoriums on eviction protection for renters helped delay families from losing their residence for almost two years, but only created an accumulation of rent delinquency as families redirected limited resources to basic needs over rent.

This accumulation of delinquent rent became a national crisis that was partially mitigated by programs such as the CARES Act Emergency Solutions Grants (ESG-CV) for homelessness and homeless prevention, and U.S. Treasury Department “Emergency Rental Assistance” (ERA) programs, which were funded through American Rescue Plan legislation. With grant funding from both ESG-CV and ERA, the City was able to cure delinquencies for over 2,300 households in the City between 2021 and 2022, as shown in Table 5. Of the assisted households, 1,308 (56%) were households with annual income at 50% or less than the Average Median Income (AMI) for Riverside County and paid 50% or more of household income in rent.

Table 5
City of Moreno Valley
ESG-CV/ERA Rental Assistance Provided
2021-2022

CITY OF MORENO VALLEY			
Household (HH) % AMI	Total Served	HH that pay 50% of Reported Income in Rent	% of Total Served
below_30	827	661	80%
between_30_50	741	647	87%
between_50_80	736	679	92%
Total	2,304	1,987	86%

Source: Inland SoCal United Way

However, since September 30, 2022, both federal and California COVID related eviction protections expired, and ESG-CV and ERA funds have been nearly exhausted, elevating the number of households at risk of eviction in the City. Inland SoCal United Way (ISC UW), the City's ERA sub-grantee, has received hundreds more applications for additional rental assistance from residents in the City that may not be served with the limited ESG-CV and ERA resources remaining, leaving a gap in helping those families most "At-Risk of Homelessness".

Table 5 above highlights those rental unit households that are paying over 50% of the reported family income in rent and are at the greatest risk of housing instability, especially those at the Extremely Low Income (ELI) <30% or below AMI for Riverside County, which accounted for 661 (27%) of the 2,304 households assisted by the City's ERA program. Table 8 below further shows the number of renter households in the entire City earning <30% AMI, and 30%-50% AMI that pay more than 50% of their income to rent.

The City believes that certain supportive services, such as those legal services listed in **Use of HOME-ARP Funding** below, will assist households in reducing certain at-risk-of-homelessness conditions including those listed in Table 8.

Fleeing or Attempting to Flee Domestic Violence, Dating Violence, Sexual Assault, Stalking or Human Trafficking

Consultation by the County of Riverside with SAFE Family Justice Centers revealed that families or individuals fleeing domestic or dating violence need increased safety measures to minimize the risk of returning to unsafe residential environments. QP3 has a critical need for temporary shelter for safe harboring, and supportive services (i.e., legal advocacy, childcare, employment services, and case management) to help them transition to permanent supportive housing. Based on the 2011 Executive Management Report produced by SAFE Family Justice Centers of Riverside County, there has been an increase in domestic violence following the COVID-19 pandemic, increasing the need to provide families with safe housing opportunities and supportive services.

Table 6 below shows 2021 crime statistics for the City as reported by the Riverside County Sheriff for sexual assault, rape, domestic violence and child abuse. Clearly domestic violence (DV) and sexual assault are the most significant with a total of 781 (37 + 744) cases reported.

Table 6
City of Moreno Valley
2021 Domestic Violence Cases

	SEXUAL		DOMESTIC	CHILD
City	ASSAULT	RAPE	VIOLENCE	ABUSE
MORENO VALLEY	37	22	744	262

Source: Riverside County Sheriff Department

Furthermore, Table 7 below shows the 2023 unsheltered PIT identified 16 (29%) of the respondents experiencing unsheltered homelessness in the City, became homeless as a result of family disruption, and 5 (9%) as a result of domestic violence. Family disruption could be caused by domestic violence, or sexual assault among other causes resulting in homelessness for the fleeing victim. People are considered sheltered when they are residing in emergency shelter or transitional housing, but not when they are receiving rapid rehousing assistance or residing in permanent supportive housing.

Table 7
City of Moreno Valley
2023 PIT Reasons for Homelessness

Reasons for Homelessness (interview, not mutually exclusive)		
<i>Reason</i>	#	%
Family Disruption	16	29%
Domestic Violence	5	9%
Jail Release	1	2%
Lack of Income	11	20%
Medical Discharge	1	2%
Mental Illness	2	4%
Runaway	1	2%
Substance Abuse	1	2%
Unemployment	3	5%
Other	9	16%

Source: Riverside County 2023 Point In Time Homeless Count

The 2021 *NNEDV Domestic Violence Counts Report-California Summary* reported the underfunded needs for victims of DV included emergency shelter, housing, transportation, childcare and legal representation, among other services.

The City believes that certain supportive services, such as those legal services listed in **Use of HOME-ARP Funding** below, will assist in reducing homelessness caused by domestic violence, dating violence, sexual assault, and human trafficking.

Other Populations –Instability of Households Paying 50% in Rent

Table 8 below shows that there were 3,460 households in Moreno Valley in 2022 earning <30% AMI and paying over 50% of their income in rent, putting them at greatest risk of falling behind in rent and facing eviction without assistance. The City website currently lists 1,235 affordable units in the City among 24 apartment complexes. Assuming the rent on these units is less than market with the help of Section 8 vouchers, the gap in affordable housing is estimated at 2,225 units for <30% AMI households paying over 50% of household income in rent.

**Table 8
City of Moreno Valley
Renter Households at Risk of Homelessness**

CITY OF MORENO VALLEY	
Affordable Rental Unit Gap (Renters Only)	
Income by Cost Burden (Renters Only)	Cost Burden >50%
Renter Households with Income <30% AMI paying more than 50% of income for rent (including utilities)	3,460
Renter Households with Income 30% to 50% AMI paying more than 50% of income for rent (including utilities)	1,755
Renter Households with Income 50% to 80% AMI paying more than 50% of income for rent (including utilities)	600
Renter Households with Income 80% to 100% AMI paying more than 50% of income for rent (including utilities)	45
Renter Households with Income > 100% AMI paying more than 50% of income for rent (including utilities)	-
Total Affordable Units Needed	5,860

Source: HUD CHAS Table for 2016-2020, released September 2023

Table 9 below shows that approximately 6,355 households or 12.3% of the City’s households fall into Extremely Low Income. These households are some of the most unstable and vulnerable to homelessness.

**Table 9
City of Moreno Valley
Moreno Valley Income Groups**

CITY OF MORENO VALLEY						
Income Group	Owner	Percent	Renter	Percent	All Households	Percent
Extremely Low Income	2,025	6.3%	4,330	22.2%	6,355	12.3%
Very Low Income	2,720	8.5%	3,425	17.6%	6,145	11.9%
Low Income	6,025	18.8%	4,785	24.5%	10,810	21.0%
Moderate Income	4,105	12.8%	2,055	10.5%	6,160	12.0%
Above Moderate Income	17,175	53.6%	4,900	25.1%	22,075	42.8%
Total	32,050	100.0%	19,495	100.0%	51,545	100.0%

Source: HUD CHAS Table for 2016-2020, released September 2023

Describe the unmet housing and service needs of qualifying populations:

The lack of affordable housing in the City affects all four QPs and hinders current efforts by the City and the City’s subgrantees to find affordable permanent housing for individuals and families. Legal services to assist families with issues relating to housing and personal safety issues were also a specified need during the consultation process.

Table 10 below shows a summary of the housing gaps by Qualifying Population (QP) in the City as identified in the prior analysis.

**Table 10
City of Moreno Valley
Affordable Housing Gap by QP**

CITY OF MORENO VALLEY			
QP	Units Needed	Avaiable Units	Gap
1 - Homeless	101	2	99
2 - At-Risk of Homelessness	N/A	N/A	N/A
3 - Domestic Violence	21	0	21
4 - Instability-50% Rent ⁽¹⁾	3,460	1,235	2,225
Total	3,582	1,237	2,345

Homeless as defined in 24 CFR 91.5:

This Allocation Plan aims to reduce the 101 sheltered and unsheltered homeless persons in the City needing permanent housing by allowing these QP1 households to apply for permanent affordable housing in the proposed new construction described in **Use of HOME-ARP Funding** below. It also aims to provide unmet needs for legal services including those listed in **Use of HOME-ARP Funding** below.

At Risk of Homelessness as defined in 24 CFR 91.5:

This Allocation Plan aims to allow QP2 households to apply for more affordable housing in the proposed new construction described in **Use of HOME-ARP Funding** below. This Allocation Plan also aims to provide unmet needs for legal services including those listed in **Use of HOME-ARP Funding** below.

Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice:

This Allocation Plan aims to allow QP3 households to apply for permanent affordable housing in the proposed new construction described in **Use of HOME-ARP Funding** below. This Allocation Plan also aims to provide unmet needs for legal services including those listed in **Use of HOME-ARP Funding** below.

Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability as defined by HUD in the Notice:

This Allocation Plan aims to allow QP4 households to apply for more affordable housing in the proposed new construction described in **Use of HOME-ARP Funding** below. This Allocation Plan also aims to provide unmet needs for legal services including those listed in **Use of HOME-ARP Funding** below.

Identify any gaps within the current shelter and housing inventory as well as the service delivery system:

Based on the consultations in Table 1 and subsequent evaluation in this Allocation Plan, the City is experiencing gaps in emergency shelters, transitional housing and affordable permanent housing. Funding is also lacking for supportive services such as drug rehabilitation, mental and medical care and legal services. This Allocation Plan aims to address specifically the gap in affordable housing and legal services.

The City lacks sufficient affordable housing units compared to the needs of the QPs within the City. Currently residents needing assistance are limited to waiting lists, due to lack of affordable units available within the City. The gap in affordable housing is approximately 2,345 units as shown in Table 10. There is no current solution to the gap apart from construction of affordable

housing. Legal services gaps can be specific to those relating to barriers to permanent housing and protection from domestic related violence.

Identify priority needs for qualifying populations:

Affordable housing is the most urgent need for the City followed by supportive services.

Explain how the PJ determined the level of need and gaps in the PJ's shelter and housing inventory and service delivery systems based on the data presented in the plan:

The level of need for affordable housing units was estimated using various City, County and federal sources. The total number of households identified as below 30% AMI or 30-50% AMI paying more than 50% of their income towards rent, less currently available affordable units is shown in Table 8. Lack of funding was also identified as a hinderance to delivery of supportive services to the QPs.

HOME-ARP Activities

Describe the method(s) that will be used for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors:

For the proposed activities described in **Use of HOME -ARP Funding** below, the City will engage in the following selection processes.

Legal Services – the City will partner with a legal services aid firm to deliver these services. . The firm selected will best mitigate the barriers to permanent housing as described in **Use of HOME-ARP Funding** below.

Rental Housing - the City is proposing an \$18 million thirty-five (35) unit affordable low income rental project in the City that will be completed by the end of 2024. The development will partner with the Riverside County Housing Authority to provide Project Based Vouchers to assist in maintaining monthly rent payments by the tenants at HUD HOME-ARP limits while maintaining the financial feasibility of the project.

Describe whether the PJ will administer eligible activities directly:

The legal firm selected by the City will administer the legal services activities. The builder/developer will oversee the rental housing activity. A contracted grant administrator will assist City staff in administering the accounting and required HOME-ARP reporting.

If any portion of the PJ's HOME-ARP administrative funds are provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the

subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:

No HOME-ARP administration funds have been paid to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP Allocation Plan.

Uses of HOME-ARP Funding

Describe how the PJ will distribute HOME-ARP funds in accordance with its priority needs identified in its needs assessment and gap analysis:

As shown in Table 11 below, the City intends to provide supportive services and to develop affordable rental housing that was identified as two of the most immediate needs of the QPs.

**Table 11
City of Moreno Valley
HOME-ARP Funding Allocation**

HOME-ARP Funding Allocations			
Activity	Funding Amount	Percent of Allocation	Statutory Limit
Supportive Services	\$110,000	5%	
Non-congregate Shelter	\$0	0%	
Tenant-based Rental Assistance	\$0	0%	
Develop Rental Housing	\$2,000,000	82%	
Non-profit Operating	\$0	0%	5%
Non-profit Capacity Building	\$0	0%	5%
Administration and Planning	\$317,401	13%	15%
Total HOME-ARP Allocation	\$2,427,401		

Supportive Services

The City has identified the need for additional supportive services to QP's within the City, specifically legal advocacy and representation for legal issues acting as barriers to permanent housing, provision and safety, including those listed below. The City intends to allocate up to \$110,000 (5%) of the HOME-ARP funds to local attorneys and/or non-profits to provide all QP's with legal services. Legal services allowable under *CPD-21-10 Requirements of the Use of Funds in the HOME-American Rescue Plan Program* may include, but are not limited to:

- Eligible costs are the fees charged by licensed attorneys and by person(s) under the supervision of licensed attorneys, for advice and representation in matters that interfere with a qualifying individual or family's ability to obtain and retain housing.
- Eligible subject matters are child support; guardianship; paternity; emancipation; legal separation; orders of protection and other legal remedies for victims of domestic violence, dating violence, sexual assault, human trafficking, and stalking; appeal of veterans and public benefit claim denials; landlord-tenant disputes; and the resolution of outstanding criminal warrants; landlord/tenant matters, provided that the services must be necessary to resolve a legal problem that prohibits the program participant from obtaining permanent housing or will likely result in the program participant losing the permanent housing in which the program participant currently resides.

Development of Rental Housing

The City has identified the need for additional affordable housing within the City as a top priority, particularly to unsheltered persons and the ELI households cited above. The City intends to allocate up to \$2,000,000 (82%) of the HOME-ARP funds to partially finance the construction of thirty-five (35) affordable housing units available to all QP's. A minimum of twenty-five (25 or 71%) of the units will be made available to these QP's for a minimum of fifteen (15) years. Rents for these HOME-ARP funded units will not exceed 30% of the adjusted income of a household whose annual income is less than 30% of the Riverside County average median income (<30% AMI) in effect at the time of application. In order to make the project financially viable, the development will utilize Section 8 Project Based Vouchers from HACR. The County's CES will provide referrals from their waiting list, which will be prioritized as described below under **Preference and Prioritization**.

Administration:

The City intends to allocate up to \$317,401 (13%) of the HOME-ARP funds to program management, coordination, legal, monitoring, and evaluation of the HOME-ARP activities. Costs may include reasonable salaries and wages, travel, administration under a third party and other cost allowable under *CPD 21-10 Requirements of the Use of Funds in the HOME-American Rescue Plan Program*.

Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:

Through the consultation and public participation described above, the City was able to determine the major gaps in housing and services to the QP's related to availability of affordable

housing and supportive services. As such, the City intends to build additional affordable rental housing and provide supportive legal services to the QP's as previously described above. The City will partner with the Riverside County Housing Authorities Continuum of Care, Coordinated Entry System and Section 8 Voucher program to assist with screening and recommending rental applicants that meet the HOME-ARP regulations and the preferences discussed below. The City will utilize a private firm or non-profit organization, such as Riverside Legal Aid, to screen and deliver legal services to the QP's.

HOME-ARP Production Housing Goals

Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:

The City intends to have constructed an additional thirty-five (35) units of affordable low-income housing with its allocation of HOME-ARP funds as previously described in **Use of HOME-ARP Funding**. It is estimated that a minimum of 25 units (71% of available units) will be reserved for the HOME-ARP defined QP's.

Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how the production goal will address the PJ's priority needs:

The City hopes that the additional affordable low-income rental housing will provide permanent housing to a minimum of 25 extremely low-income QP1-homeless persons in the City. If additional units are available, they will be made available to the QP2-QP4 persons based on the stated **Preferences and Prioritization** below.

Preferences & Prioritization

Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

Preferences cannot violate any applicable fair housing, civil rights, and nondiscrimination requirements, including but not limited to those requirements listed in 24 CFR 5.105(a). With this understanding and with identification of those QPs most in need at this time, the City has established preferences for QP applicants.

Legal Services Preferences and Priorities

The City will give preference for legal services to any QP with extremely low income (<30% AMI). Legal services will be provided on a first approved, first served basis.

Rental Housing Preferences and Priorities

The City will give preference for the twenty-five (25) affordable low-income rental housing units allocated to each QP based on priorities in Table 12 below.

Table 12
City of Moreno Valley
HOME-ARP PREFERENCES AND PRIORITIES

HOME-ARP Rental Housing				
Qualifying Populations	Description	Order of Preference	Method of Prioritization	Income Limitation
QP1	Homeless	1	CES referred	<30% AMI
QP2	At-Risk	2	First Applied	<30% AMI
QP3	DVs	3	First Applied	<30% AMI
QP4	Other	4	Rent Over 50%	<30% AMI

QP1 applicants referred to the City by the Riverside County Coordinated Entry System (CES) will be given priority. If all 25 units are not completely occupied by QP1 applicants, then the City will accept QP2-QP3 applicants in the Order of Preference listed above on a first approved basis as long as units are available. QP4 applicants will be given priority based on those paying more than 50% of their annual income in their current rent. All QP’s considered for rental housing will be extremely low-income households (<30% AMI for Riverside County as published by HUD and effective at time of application).

If a preference was identified, explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or subpopulation of qualifying population, consistent with the PJ’s needs assessment and gap analysis:

The preferences and priorities established will first address the most identifiable need for affordable housing for the QP1-homeless.

Referral Methods

Identify the referral methods that the PJ intends to use for its HOME-ARP projects and activities. PJ’s may use multiple referral methods in its HOME-ARP program. (Optional):

For Rental Housing, the City intends to utilize the Riverside County CES referrals for the QP1 - Homeless rental housing applicants for available units. The City may receive referrals from agencies and non-profits serving QP2-QP4 individuals when rental units are not fully occupied by QP1 referrals.

For Legal Services, the City will accept referrals from any other agencies or non-profits providing legal service referrals to the four QP's.

If the PJ intends to use the coordinated entry (CE) process established by the CoC, describe whether all qualifying populations eligible for a project or activity will be included in the CE process, or the method by which all qualifying populations eligible for the project or activity will be covered. (Optional):

The County CES will screen and refer QP1-Homeless applicants to the proposed rental housing project. Persons in QP2-QP4 will be eligible for referral by other agencies and non-profits, such as Riverside Legal Aid. The City will work with these agencies and non-profits to generate outreach materials and social media posts targeting all QPs.

If the PJ intends to use the CE process established by the CoC, describe the method of prioritization to be used by the CE. (Optional):

The City will instruct the Riverside County CES to prioritize referrals based on applicants 1) Qualifying as QP1 (Homeless) under Home ARP; 2) at <30% AMI for Riverside County effective at the time of application and 3) on a first approved basis.

If the PJ intends to use both a CE process established by the CoC and another referral method for a project or activity, describe any method of prioritization between the two referral methods, if any. (Optional):

The City will accept referrals from other stakeholder agencies for QP2- QP4 applicants. These agencies and non-profits referring QP2-QP4 applicants will be instructed to apply the preferences listed in Table 12 above.

Limitations

Describe whether the PJ intends to limit eligibility for a HOME-ARP rental housing or NCS project to a particular qualifying population or specific subpopulation of a qualifying population identified in section IV.A of the Notice:

The City intends to limit rental housing to any QP applicant qualifying as an ELI household (<30% AMI for Riverside County effective at the time of application).

If a PJ intends to implement a limitation, explain why the use of a limitation is necessary to address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or subpopulation of qualifying population, consistent with the PJ's needs assessment and gap analysis:

The City's needs analysis has highlighted its ELI population as the most vulnerable to housing instability and risk of homelessness due to their limited income and escalating rental rates throughout the region. The lack of affordable low-income housing eligible for Section 8 vouchers is also a factor in this limitation.

The City intends to limit legal services to households with incomes at <30% AMI for Riverside County effective at the time of application in order to provide services to the most vulnerable populations within the City in need of housing and protection from violence matters.

If a limitation was identified, describe how the PJ will address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in the limitation through the use of HOME-ARP funds (i.e., through another of the PJ's HOME-ARP projects or activities):

For unmet needs and gaps in benefits and services of QP's not included in the limitations listed above, the City will refer QP's to one or more of the support organizations listed in Table 1 on page 4.

RESOLUTION NO. 2023-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ACCEPT THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) HOME AMERICAN RESCUE PLAN (HOME-ARP) FUNDS AND ACCEPT THE PROPOSED ALLOCATION PLAN

WHEREAS, on March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (ARP) into law, which provides over \$1.9 trillion in relief to address the continued impact of the COVID-19 pandemic on the economy, public health, State and local governments, individuals, and businesses; and

WHEREAS, Congress appropriated \$5 billion in ARP funds to be administered through HOME to perform four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations; and

WHEREAS, on April 8, 2021, HUD allocated HOME-ARP funds to 651 grantees using the HOME formula established at 24 CFR 92.50 and 92.60; and

WHEREAS, the City of Moreno Valley's allocation is \$2,427,401; and

WHEREAS, participating Jurisdictions develop annual action plans as part of their application for HOME funding, and

WHEREAS, the City of Moreno Valley has prepared a HOME-ARP Allocation Plan describing the distribution of HOME-ARP funds for review by US Department of Housing and Urban Development; and

WHEREAS, the City of Moreno Valley affirms that the HOME-ARP funds will only be used for the purposes prescribed in the HOME-ARP guidelines, US Department of Housing and Urban Development guidelines, any applicable regulations, and in accordance with state law, and will comply with all applicable federal and state budgeting, accounting, contracting, reporting, and other compliance requirements for HOME-ARP funds; and

WHEREAS, the City of Moreno Valley further acknowledges that their HOME-ARP Grant Award is subject to award terms and conditions, and all other documents required or deemed necessary or appropriate under Federal Law to allocate the HOME-ARP Grant Award, and all amendments thereto.

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

1
Resolution No. 2023-XX
Date Adopted: October 3, 2023

1. Mr. Mike Lee, City Manager or his designee, is designated as authorized signatory, and authorized to enter into, execute, and deliver HOME American Rescue Plan (HOME-ARP) award and compliance documents on behalf of the City of Moreno Valley.
2. The City Manager is hereby authorized and directed to accept the HOME-ARP Grant Award of \$2,427,401, and any subsequent reallocation funds, and use the award to fund the administrative costs of managing the grant, and qualified program costs.
3. The City Manager is hereby authorized and directed to assume responsibility for administering the HOME-ARP Grant Award in accordance with all requirements, guidance, and compliance and reporting responsibilities outlined by the US Department of Housing and Urban Development.
4. The undersigned, Mayor of the City of Moreno Valley, does hereby attest and certify that the foregoing is a true and full copy of a resolution of the governing body adopted at a duly convened meeting on the date above mentioned, and that the resolution has not been altered, amended, or repealed.

BE IT FURTHER RESOLVED that this Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 3rd day of October 2023.

 City of Moreno Valley Mayor

ATTEST:

 City Clerk

APPROVED AS TO FORM:

 City Attorney

2
 Resolution No. 2023-XX
 Date Adopted: October 3, 2023

Attachment: Resolution NO. 2023-XX [Revision 1] (6405 : ACCEPT THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD))

RESOLUTION JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Resolution No. 2023-XX 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 October 2023 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)

Resolution No. 2023-XX³
Date Adopted: October 3, 2023

Attachment: Resolution NO. 2023-XX [Revision 1] (6405 : ACCEPT THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD))



Report to City Council

TO: Mayor and City Council

FROM: Sean P. Kelleher, Community Development Director

AGENDA DATE: October 3, 2023

TITLE: PUBLIC HEARING, SECOND READING, AND ADOPTION OF COUNTY ORDINANCES NUMBERS 523 AND 640 REGARDING CONTROL OF VECTORS AND ESTABLISHING ENVIRONMENTAL HEALTH SERVICES FEES AND PENALTIES (ORD. NO. 1000)

RECOMMENDED ACTION

Recommendations: That the City Council:

1. **CONDUCT** a Public Hearing to receive public input on the proposed Ordinance adopting Riverside County Ordinances numbers 523 and 640 regarding control of vectors and establishing environmental health services fees and penalties.
2. **CONDUCT** a second reading by title only and adopt Ordinance No. 1000, amending Title 6 of the City of Moreno Valley Municipal Code, adding Chapter 6.16, adopting by reference Riverside County Ordinance No. 523; and amending Title 3 of the City of Moreno Valley Municipal Code, adding Chapter 3.52, adopting by reference Riverside County Ordinance No. 640.

SUMMARY

This report recommends the City Council conduct a public hearing to receive public input regarding the proposed adoption of Ordinance No. 1000, introduced at the September 5, 2023, City Council meeting, amending Title 6 of the City of Moreno Valley Municipal Code, adding Chapter 6.16, adopting by reference Riverside County Ordinance No. 523; and amending Title 3 of the City of Moreno Valley Municipal Code, adding Chapter 3.52, adopting by reference Riverside County Ordinance No. 640.

Upon conclusion of the public hearing, the City Council may adopt, amend, or reject Ordinance No. 1000 in accordance with Government Code Section 50022.4.

The adoption by reference of Riverside County Ordinances will enact regulations to allow for billing of fees by the County for vector control services to be rendered pursuant to a Memorandum of Understanding with Riverside County, Department of Environmental Health, and to directly bill any applicant for applicable environmental planning review services, according to Riverside County Ordinance Nos. 523 and 640, and seek and collect applicable penalties.

DISCUSSION

The City Council took actions to introduce the ordinance at the September 5, 2023, City Council meeting and to schedule the introduced ordinance for public hearing to receive public input at the October 3, 2023, City Council meeting.

ALTERNATIVES

1. Conduct the public hearing to receive public input regarding the proposed adoption of Ordinance No. 1000, and schedule the second reading and adoption of Ordinance No. 1000 for the next regular City Council meeting. *Staff recommends this alternative.*
2. **Conduct** a second reading by title only and adopt Ordinance No. 1000, adopting by reference Riverside County Ordinances 523 and 640.
3. Provide alternate direction to staff.

FISCAL IMPACT

There is no fiscal impact with the adoption of this Ordinance.

Projected expenditures for vector control services are included in the adopted budget approved by City Council, and as approved by City Council in the July 1, 2022, Memorandum of Understanding with Riverside County, Department of Environmental Health.

Fees for applicable environmental planning review services shall be directly billed to project applicants by County.

NOTIFICATION

The public hearing held on October 3, 2023, has been properly noticed as a Public Hearing as required by Government Code Section 6066, and the City Council agenda was duly noticed.

PREPARATION OF STAFF REPORT

Prepared By:
James Verdugo
Building Division Manager/Building Official

Department Head Approval:
Sean P. Kelleher
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

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

- 1. ORDINANCE NO. 1000

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/25/23 3:38 PM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/25/23 3:41 PM

ORDINANCE NO. 1000

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 6.16 (“RIVERSIDE COUNTY ORDINANCE NO. 523 CONTROL OF VECTORS”) TO TITLE 6 (“HEALTH AND SANITATION”) OF THE MORENO VALLEY MUNICIPAL CODE, ADOPTING BY REFERENCE RIVERSIDE COUNTY ORDINANCE NO. 523, AS AMENDED THROUGH 523.3, “AN ORDINANCE OF THE COUNTY OF RIVERSIDE RELATING TO THE CONTROL OF VECTORS AND INCORPORATING BY REFERENCE ORDINANCE NO. 725”, CODIFIED AS CHAPTER 8.36 (“CONTROL OF VECTORS”) ET SEQ. OF RIVERSIDE COUNTY CODE OF ORDINANCES; AND ADDING CHAPTER 3.52 (“RIVERSIDE COUNTY ORDINANCE NO. 640 ENVIRONMENTAL HEALTH SERVICES FEES”) TO TITLE 3 (“REVENUE AND FINANCE”) OF THE MORENO VALLEY MUNICIPAL CODE, ADOPTING BY REFERENCE RIVERSIDE COUNTY ORDINANCE NO. 640 (AS AMENDED THROUGH 640.10) “AN ORDINANCE OF THE COUNTY OF RIVERSIDE AMENDING ORDINANCE NO. 640 ESTABLISHING ENVIRONMENTAL HEALTH SERVICES FEES”, CODIFIED IN RIVERSIDE COUNTY CODE, CHAPTER 4.52 (“ENVIRONMENTAL HEALTH SERVICES FEES”)

WHEREAS, the City of Moreno Valley and Riverside County, Department of Environmental Health, entered into that certain Memorandum of Understanding having an effective date of July 1, 2022 (“MOU”). In relevant part, the MOU provides that the City shall adopt Riverside County Ordinance No. 523, codified in Chapter 8.36 et. Seq. of the Riverside County Code of Ordinances; and

WHEREAS, the County of Riverside (“County”) represents it has duly adopted Ordinance No. 523, as amended through 523.3, an “Ordinance of the County of Riverside Relating to the Control of Vectors and Incorporating by Reference Ordinance No. 725,” (collectively “Ordinance No. 523”) which generally consists of regulations regarding control of vectors; and

WHEREAS, pursuant to the MOU, the County has agreed to provide vector control services within jurisdictional boundaries of the City, that include mosquito surveillance and control, and fly, rodent, and cockroach advice. Community awareness, public presentations, consultations, and public education with flyers and booklets can also be provided upon request; and

WHEREAS, County will submit quarterly itemized billings, and the City will pay County at the rate in Riverside Ordinance No. 640 for the cost of specific services rendered within City boundaries, not to exceed \$200,000 for the five (5) year MOU term, unless otherwise agreed between City and County. Any applicable administrative citations amounts charged by County against City residents and/or businesses for any actions taken by County will be used to offset amounts charged to City, less the cost of processing the citation; and

WHEREAS, City staff has recommended that the City incorporate by reference County Ordinance No. 523 into Title 6 of the Moreno Valley Municipal Code, as set forth herein; and

WHEREAS, the MOU further provides that County shall provide environmental planning review, technical assistance, and plan review for onsite wastewater treatment systems in accordance with Riverside County Local Agency Management Program; that City shall enact regulations to allow for billing of fees by County for said services to be rendered, according to Riverside County Ordinance No. 640; and City will enact necessary ordinances to allow County to directly bill any applicant for applicable services; and

WHEREAS, the County of Riverside ("County") represents it has duly adopted an "Ordinance of the County of Riverside Amending Ordinance No. 640 Establishing Environmental Health Services Fees" (as amended through 640.10) (collectively "Ordinance No. 640"), codified in Chapter 4.52 ("Environmental Health Services Fees" of Riverside County Code; and

WHEREAS, City staff has recommended that the City adopt and incorporate by reference County Ordinance No. 640 into Title 3 ("Revenue and Finance") of the Moreno Valley Municipal Code, as set forth herein, subjecting certain project proponents to payment of any applicable fees as set forth therein, and authorizing County to charge and collect such fees for services rendered.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DOES ORDAIN AS FOLLOWS:

Section 1. RECITALS

That the above recitals are true and correct and are incorporated as though fully set forth herein.

Section 2. ADOPTION OF RIVERSIDE COUNTY ORDINANCE NO. 523 BY REFERENCE, ADDING CHAPTER 6.16 ("RIVERSIDE COUNTY ORDINANCE NO. 523 CONTROL OF VECTORS") TO TITLE 6 OF THE MORENO VALLEY MUNICIPAL CODE

A. That the City Council hereby adopts Riverside County Ordinance No. 523, an "Ordinance of the County of Riverside Relating to the Control of Vectors and Incorporating by Reference Ordinance No. 725," as may be amended, which is incorporated by reference as though set forth at length herein, upon the effective date of this ordinance, and desires the County enforce said ordinances within the jurisdictional boundaries of the City during the term of the MOU, as may be terminated early or extended, or during the term of any agreement between City and County which expressly grants County said rights. Government Code 50022.4 requires that penalty clauses may be enacted only if set forth in full, and published, in the adopting ordinance. Accordingly, Sections 6.16.020 ("Administrative Penalties"), 6.16.030 ("Criminal Penalties"), and

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Ordinance No. 1000
Date Adopted:

6.16.040 (“Civil Actions”) are hereby adopted by the City in the form as set forth in Ordinance 640. All terms and phrases shall have the same definition as set forth in the Riverside County Code.

B. That Chapter 6.16 (“Riverside County Ordinance No. 523 Control of Vectors”) is hereby added to Title 6 of the Moreno Valley Municipal Code as follows:

6.16 RIVERSIDE COUNTY ORDINANCE NO. 523 CONTROL OF VECTORS

6.16.010 Adopted.

Riverside County Ordinance No. 523, as amended through 523.3, an “Ordinance of the County of Riverside Relating to the Control of Vectors and Incorporating by Reference Ordinance No. 725,” and as may be amended in the future, is adopted and made a part of this chapter by reference.

6.16.020 Administrative Penalties.

- A. The penalties assessed for each violation shall not exceed the following amounts:
1. \$100.00 for a first violation;
 2. \$200.00 for a second violation of this Ordinance within one (1) year from the date of the first violation; and
 3. \$500.00 for each additional violation of this Ordinance within one (1) year from the date of the first violation.
- B. If the violation is not corrected, additional administrative citations may be issued for the same violation. The amount of the penalty shall increase at the rate specified in Section 6.D.1., above.
- C. Payment of the penalty shall not excuse the failure to correct the violation nor shall it bar further enforcement action.
- D. The penalties assessed shall be payable to the County of Riverside.

6.16.030 Criminal Penalties

Any person who neglects or refuses to abate a condition found by the Enforcement Officer to be in violation of this Ordinance within the time specified in a written notice shall be in violation of the provisions of this ordinance and shall be deemed guilty of an infraction or misdemeanor as hereinafter specified. Such person(s) shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this ordinance is committed, continued, or permitted. Any person deemed guilty of violating this ordinance shall be: (1) guilty of an infraction offense and punished by a fine not

exceeding one hundred dollars (\$100.00) for a first violation; (2) guilty of an infraction offense and punished by a fine not exceeding two hundred dollars (\$200.00) for a second violation on the same site. (3) The third and any additional violations on the same site shall constitute an infraction or a misdemeanor offense and shall be punishable by a fine not exceeding one thousand dollars (\$1,000.00) or six (6) months in jail, or both. Notwithstanding the above, a first and a second violation may be charged and prosecuted as a misdemeanor. Payment of any penalty herein shall not relieve an individual from the responsibility for correcting the violation.

6.16.040 Civil Actions

- A. Injunctive Relief and Abatement. Whenever, in the judgment of the Enforcement Officer, any person is engaged in any act or practice which constitutes or will constitute a violation of any provision of this Ordinance, or any rule, regulation, order, permit or conditions of approval issued thereunder, upon the request of the Enforcement Officer, the County Counsel or District Attorney may commence proceedings for the abatement, removal, correction and enjoinder thereof, and require the violator to pay civil penalties and/or abatement costs.
- B. Civil Remedies and Penalties. Any person, whether acting as principal, agent, employee, owner, lessor, lessee, tenant, occupant, operator, contractor or otherwise, who willfully violates the provisions of this Ordinance or any rule, regulation, order or conditions of approval issued thereunder, shall be liable for a civil penalty not to exceed \$1,000.00 for each day or portion thereof, that the violation continues to exist. In determining the amount of the civil penalty to impose, the court shall consider all relevant circumstances, including, but not limited to, the extent of the harm caused by the conduct constituting a violation, the nature and persistence of such conduct, the length of time over which the conduct occurred, the assets, liabilities, and net worth of the violator, whether corporate or individual, and any corrective action taken by the violator.

Section 3.

ADOPTION OF RIVERSIDE COUNTY ORDINANCE NO. 640 BY REFERENCE, ADDING CHAPTER 3.52 ("RIVERSIDE COUNTY ORDINANCE NO. 640 ENVIRONMENTAL HEALTH SERVICES FEES") TO TITLE 3 ("REVENUE AND FINANCE") OF THE MORENO VALLEY MUNICIPAL CODE

A. That the City Council hereby adopts Riverside County Ordinance No. 640 (as amended through 640.10), "An Ordinance of the County of Riverside Amending Ordinance No. 640 Establishing Environmental Health Services Fees", codified in Riverside County Code, Chapter 4.52 ("Environmental Health Services Fees"), by reference, as may be amended which is incorporated by reference as though set forth at length herein, upon the effective date of this ordinance, and desires the County enforce

said ordinances within the jurisdictional boundaries of the City during the term of the MOU, as may be terminated early or extended, or during the term of any agreement between City and County which expressly grants County said rights. Government Code 50022.4 requires that penalty clauses may be enacted only if set forth in full, and published, in the adopting ordinance. Accordingly, Sections 3.52.020 (“Delinquency Dates and Penalties”) and 3.52.030 (“Violation – Penalties”) are hereby adopted by the City in the form as set forth in Ordinance 640, and references to sections shall be references to Riverside County Code, except as may be otherwise stated therein. All terms and phrases shall have the same definition as set forth in the Riverside County Code.

B. That Chapter 3.52 (“Riverside County Ordinance No. 640 Environmental Health Services Fee”) is hereby added to Title 3 of the Moreno Valley Municipal Code as follows:

3.52 RIVERSIDE COUNTY ORDINANCE NO. 640 ENVIRONMENTAL HEALTH SERVICES FEES

3.52.010 Adopted.

Riverside County Ordinance No. 640, as amended through 640.10, an “An Ordinance of the County of Riverside Amending Ordinance No. 640 Establishing Environmental Health Services Fees”, codified in Riverside County Code, Chapter 4.52 (“Environmental Health Services Fees”),” and as may be amended in the future, is adopted and made a part of this chapter by reference.

3.52.020 Delinquency Dates and Penalties.

- A. The delinquency date shall be, in the case of an initial application, the thirty-first day after commencement of the activity except as to the following:
1. Temporary food facility or occasional event, in which case the receipt specified in this Ordinance shall be delinquent if not obtained earlier than ten working days prior to the day such activity is commenced;
 2. Temporary closure of an underground storage tank which shall comply with the requirements as contained in Chapter 8.140, (Ordinance 617);
- B. The delinquency date shall be, in the case of renewal, the thirtieth day following the expiration date shown on the receipt.
- C. Except as provided in Subsection (A)(1) and (2) of this Section, the delinquency date of a temporary receipt issued pursuant to this Chapter shall be the second day after the commencement of the activity.
- D. If any fee specified is not paid prior to the delinquency date, the applicant shall pay, in addition to such fee, a penalty in the amount of twenty (20) percent of such fee; if any fee specified is not paid within thirty (30) days of

the delinquency date, the applicant shall pay in addition to such fee, a penalty in the amount of one hundred (100) percent of such fee, except as to the following:

1. If the fee specified in this Chapter for a mobile home park, recreational vehicle park, incidental camping area is not paid prior to the delinquency date, the penalties for delinquency shall be as follows:
 - a. If such fees are paid on or after the first day of February and prior to the first day of March of the applicable calendar year, the applicant shall pay, in addition to the fee specified in Section 4.52.130, a penalty of the amount of ten (10) percent of such fee.
 - b. If such fees are paid on or after the first day of March of the applicable calendar year, the applicant shall pay, in addition to the fee specified in Section 4.52.130, a penalty in the amount of one hundred (100) percent of such fee.

3.52.030 Violations – Penalties

- A. **Infractions.** Any person who violates any of the provisions of this chapter shall be guilty of an infraction and upon conviction thereof shall be punished by: (1) a fine not less than fifty dollars (\$50.00) or to exceed one hundred dollars (\$100.00) for a first violation of this chapter; (2) a fine not less than one hundred dollars (\$100.00) or to exceed two hundred dollars (\$200.00) for a second violation of this chapter within one year; (3) a fine not less than three hundred dollars (\$300.00) or to exceed five hundred dollars (\$500.00) for each additional violation of this chapter after a second violation within one year.
- B. **Misdemeanor.** Notwithstanding the foregoing in subsection A of this section, a first and subsequent offense may be charged and prosecuted as a misdemeanor and upon conviction thereof shall be punished as provided by Penal Code, Section 19 as amended. Each day such violation is committed or permitted to continue shall constitute a separate offense.
- C. **Correction of Violations.** Payment of any penalty established by this chapter shall not relieve a person from responsibility of correcting any violation of this chapter, statute or regulation nor shall it relieve a person from the payment of a late fee imposed under this chapter.

Section 4. DELEGATION OF ADMINISTRATION AND ENFORCEMENT AUTHORITY

That the City Council hereby delegates the non-exclusive authority to the Department of Environmental Health of the County of Riverside to administer and enforce

6

Ordinance No. 1000
Date Adopted:

the provisions of Ordinance No. 523 and Ordinance No. 640, as adopted and incorporated herein, within the jurisdictional boundaries of the City, which shall not preclude the City from taking any enforcement action as it deems necessary at any time pursuant to Ordinance No. 523 or any other standards or restrictions imposed by the City on vectors within the City.

Section 5. COLLECTION OF FEES, FINES, AND PENALTIES

That the City Council hereby authorizes the Department of Environmental Health of the County of Riverside to collect such fees and fines duly approved by the County pursuant to all applicable laws and constitutional provisions, that are set forth in and/or related to the administration and enforcement of the provisions of Ordinance No. 523 and Ordinance No. 640, as adopted and incorporated herein, within the jurisdictional boundaries of the City.

Section 6. SEVERABILITY

That the City Council declares that, should any provision, section, paragraph, sentence or word of this ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this ordinance as hereby adopted shall remain in full force and effect.

Section 7. REPEAL OF CONFLICTING PROVISIONS

That all the provisions of the Moreno Valley Municipal Code as heretofore adopted by the City of Moreno Valley that are in conflict with the provisions of this ordinance are hereby repealed.

Section 8. EFFECTIVE DATE

That this ordinance shall take effect thirty (30) days after its adoption.

Section 9. AMENDING OF BAIL SCHEDULE

That the City Attorney is hereby directed to determine whether this ordinance necessitates amendment of the City's Bail Schedule and to cause such necessary amendments to be made and filed with the local branches of the Superior Court of the County of Riverside.

[Remainder of Page Intentionally Left Blank]

Section 10. CERTIFICATION

That the City Clerk shall certify to the passage of this ordinance and shall cause the same to be published according to law.

INTRODUCED at the September 5th, 2023 City Council meeting; **APPROVED AND ADOPTED** this ___ day of _____, 2023.

Ulises Cabrera, Mayor
City of Moreno Valley

ATTEST:

Jane Halstead, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla, Interim City Attorney

Attachment: ORDINANCE NO. 1000 [Revision 1] (6398 : PUBLIC HEARING, SECOND READING, AND ADOPTION OF COUNTY ORDINANCES

ORDINANCE JURAT

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

I, Jane Halstead, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. XXX 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 _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

(Council Members, Mayor Pro Tem and Mayor)

CITY CLERK

(SEAL)



Report to City Council

TO:

FROM: Jane Halstead, CMC, City Clerk

AGENDA DATE: October 3, 2023

TITLE: ORDINANCE ADDING CHAPTER 2.66 "ELECTRONIC FILING OF CAMPAIGN DISCLOSURE STATEMENTS," RELATING TO ELECTRONIC FILING OF FAIR POLITICAL PRACTICES COMMISSION STATEMENTS

RECOMMENDED ACTION

Recommendation:

1. That the City Council introduce by title only and waive further reading of an Ordinance adding Chapter 2.66, "Electronic Filing of Campaign Disclosure Statement" to the Moreno Valley Municipal Code.

SUMMARY/DISCUSSION

The City Clerk serves as the filing officer for the City of Moreno Valley, and is responsible for receiving, reviewing, and storing campaign disclosure information, as well as making it accessible to the public. The City Clerk's office currently accepts paper filings of such documents and has them uploaded to the City website. Assembly Bill (AB) 2151 requires cities to post any campaign statement, report, or other document required by the Political Reform Act to their websites within 72 hours of its filing.

Government Code Section 84615, part of the Political Reform Act authorizes the City to require elected and appointed officials, candidates and/or campaign committees to file FPPC (Fair Political Practices Commission) campaign statements, reports, or other documents online or electronically with a local filing officer, which in our case is the City Clerk.

However, in order for the City to accept electronic filed statements, the City Council must adopt an ordinance (attachment 1) approving the use of an online or electronic filing system, which must include the finding that the online or electronic system will operate securely and effectively and will not unduly burden filers. The proposed

ordinance would require electronic filing of campaign disclosure statements with the City, which would streamline the campaign filing process.

Staff has identified a vendor, Netfile, to facilitate the electronic filing system that accommodates online filing of several types of FPPC forms, including Forms 460, 470, 496, and 497, and meets the requirements of the Secretary of State that ensures NetFile's compliance with AB 2151. The vendor also provides electronic filing of Statements of Economic Interest (Form 700) along with a free public viewing portal. The City has applied for certification from the FPPC for electronic filing of Statements of Economic Interests. (Attached).

Netfile will also be utilized for electronic/paperless filing for all Form 700s (Statements of Economic Interest). However, adoption of an ordinance is not required for the use of an electronic filing system for Form 700s.

In terms of security, the NetFile system is a web-based, vendor-hosted application that utilizes "industry best practices" for securing data, using the same data encryption for online filings that is used by banks for online banking. NetFile stores and backs up data at three separate locations, creating the essential safety measures and redundancy that allows for recovery of information in the event of an emergency or disaster.

Implementation of the NetFile system will promote public transparency, and time and cost savings for staff, and provide convenience for committees, individuals, and the public. It also provides 24-hour filing and viewing accessibility of campaign finance information from any computer, anywhere. In certain instances, the NetFile system will also increase the accuracy of filed campaign statements by prohibiting any filings that may have inadvertently omitted information required under the Political Reform Act. To ensure a smooth transition, NetFile and the City Clerk's Office will offer extensive training to all filers. There are currently 180 cities and 32 counties in California electronically filing Campaign Disclosure Statements through NetFile.

If adopted, the ordinance would become effective 30 days after adoption (second reading). The next campaign disclosure statements are due January 31, 2024.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action. The cost of the vendor has been approved in the FY 2024-25 Budget for the remainder of this fiscal year and will be included as part of the budget process in subsequent years. The FPPC charges a fee of \$1,000 on a city to implement electronic filing, which is covered by the vendor. The proposed vendor offers a price of \$12,250 per year for up to five years.

NOTIFICATION

Publication of the Agenda

PREPARATION OF STAFF REPORT

Prepared By:
Jane Halstead
City Clerk

CITY COUNCIL GOALS

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

ATTACHMENTS

None

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

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

Proposed ordinance

APPROVALS

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

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

1. NETFILE ORDINANCE

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/27/23 10:47 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/27/23 10:59 AM

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF MORENO VALLEY CITY ADDING CHAPTER 2.66 “ELECTRONIC FILING” TO THE MORENO VALLEY MUNICIPAL CODE REGARDING PAPERLESS FILINGS OF CERTAIN STATEMENTS, REPORTS AND DOCUMENTS REQUIRED PURSUANT TO THE POLITICAL REFORM ACT AND/OR THE FAIR POLITICAL PRACTICES COMMISSION REGULATIONS

WHEREAS, Government Code Section 84615 currently provides that a local agency may adopt an ordinance to require an elected officer, candidate, committee, or other person required to file statements, reports, or other documents required by Chapter 4 of the Political Reform Act (commencing with Section 84100 of the Government Code), excluding elected officers, candidates, committees, or other persons who receive contributions totaling less than \$2,000 and who makes independent expenditures totaling less than \$2,000 in a calendar year, to file those statements, reports, or other documents online or electronically with the local filing officer; and

WHEREAS, the City expressly finds that NetFile, Inc. is a vendor is approved by the California Secretary of State to provide an online electronic filing system ("System") for campaign disclosure statements; and

WHEREAS, the City of Moreno Valley desires to amend the Moreno Valley City Municipal Code to add Chapter 2.66 “Electronic Filing” to the Moreno Valley Municipal Code regarding the electronic filing of certain statements, reports, or other documents required pursuant to the Political Reform Act and/or the Fair Political Practices Commission Regulations.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DOES ORDAIN AS FOLLOWS:

Section 1. Recitals

That the above recitals are true and correct and are incorporated as though fully set forth herein.

Section 2. Findings

The City Council of the City of Moreno Valley finds that the System will operate securely and effectively and will not unduly burden filers since: (1) the System will ensure the integrity of the data and includes safeguards against efforts to tamper with, manipulate, alter, or subvert the data; (2) the System will only accept a filing in the standardized record format developed by the Secretary of State and that is compatible with the Secretary of State's system for receiving an online or electronic filing; and (3) the System will be available free of charge to filers and to the public for inspection and viewing purposes.

Section 3. Amendment

Title 2, "Administration and Personnel" of the Moreno Valley Municipal Code is hereby amended to add Chapter 2.66, "Electronic Filing" as follows:

Chapter 2.66 ELECTRONIC FILING

Sections:

2.66.010 Electronic and Paperless Filing of Fair Political Practices Commission Campaign Disclosure Statements

A. Purpose and intent. The purpose and intent of this chapter is to allow elected officers, candidates, commissioners, committees, and other persons required to file campaign disclosure statements, reports, forms or other documents required by Political Reform Act or the Fair Political Practices Commission Regulations to efficiently file such records electronically using the city's approved electronic filing system and to promote public transparency by facilitating review and inspection of said records by members of the general public and other interested parties, using an electronic filing system that ensures the integrity of the data transmitted through the implementation of various safeguards against efforts to tamper with, manipulate, alter, or subvert the data.

B. Electronic filing. Any elected officer, candidate, commissioner, committee, or other person required to file campaign disclosure statements, reports, forms or other documents required under the Political Reform Act or the Fair Political Practices Commission Regulations shall file such records online or electronically using the city's approved electronic filing system.

C. No filing fees. No filing fee is required for the electronic filing of any of the statements, reports, forms or other documents covered by this chapter.

D. Exemption from electronic filing. Pursuant to Government Code Section 84615(a) officers, candidates, committees or persons who receive less than \$2,000 in contributions and makes less than \$2,000 in expenditures in a calendar year shall be exempt from the electronic filing requirements set forth in this chapter.

E. Standardized record formats. Filers shall file any required statements, reports, forms and other documents covered by this chapter in the standardized record format developed by the California Secretary of State that are compatible with the Secretary of State's system for receiving online or electronic filings.

F. Original filings. If an original statement, report, form or other document required under Political Reform Act or the Fair Political Practices Commission Regulations is required to be filed with the California Secretary

of State with a duplicate or copy filed with the City Clerk, the filer may, but is not required to, file a copy of the same electronically using the city’s approved electronic filing system.

G. Duplicates. Any elected officer, candidate, commissioner or committee or person who has electronically filed a statement, report, form or other document covered by this chapter using the city’s electronic filing system is not required to file a duplicate copy of that document in paper format with the City Clerk.

H. Sign under penalty of perjury. All statements, reports, forms or other documents covered by this chapter shall be signed by the respective filer under penalty of perjury pursuant to Section 81004 of the Government Code.

I. Filing confirmation. The City Clerk will issue an electronic confirmation that notifies the filer of the date and time his or her statement, report, form or other document was filed electronically. The date of filing for any records filed online shall be the day that it is received by the City Clerk. The City Clerk will also notify the filer of the method by which the filer may view and print any related data received by the City Clerk.

J. Technical difficulties. If the electronic filing system is not capable of accepting a record due to technical difficulties, the filer shall timely file the record in paper format with the City Clerk, unless otherwise directed by the City Clerk.

K. Public disclosure and inspection. The contents of any statements, reports, forms or other documents covered by this chapter which have been electronically filed pursuant will be made available on the City’s webpage in an easily understood format that provides the greatest public access. Any data related to any of the electronically filed records will be made available free of charge for public viewing and inspection as soon as possible after receipt of any request to view and inspect said records. The records made available on the City’s webpage will be redacted to remove street names and building numbers associated with the addresses of any persons or representatives and bank account numbers identified in any electronically filed records.

2.66.20 Definitions

The following definitions apply for the purposes of this chapter.

"Candidate" shall mean a candidate, as that phrase is defined in Section 82007 of the Government Code, as may be amended from time to time, for any City elective office for any general, special or recall election.

"Committee" has the meaning set forth in Section 82013 of the Government Code, as may be amended from time to time.

"Contribution" has the meaning set forth in Section 82015 of the Government Code, as may be amended from time to time.

"Electronic filing system" shall mean the electronic online filing and data storage system provided for by the City Clerk for campaign statements, reports, forms, or other documents filed pursuant to Government Code Section 81000 et seq.

"Person" has the meaning set forth in Section 82047 of the Government Code, as may be amended from time to time.

"Statements" shall mean any statements, reports, forms or other documents required by Government Code Chapter 4 – Political Reform Act (Section 81000 et seq.), as may be amended from time to time.

2.66.30 Retention

The City Clerk's office will maintain, for a period of at least 10 years commencing from the date filed, a secured, official version of each statement filed on the city's electronic filing system, which shall serve as the official version of that record for purpose of audits and any other legal purpose.

2.66.40 Policies and procedures.

The City Clerk is authorized to adopt such administrative policies and procedures as deemed necessary by the City Clerk to implement the provisions of this chapter.

Section 3. Severability

That the City Council declares that, should any provision, section, paragraph, sentence or word of this Ordinance be rendered or declared invalid by any final court action in a court of competent jurisdiction or by reason of any preemptive legislation, the remaining provisions, sections, paragraphs, sentences or words of this Ordinance as hereby adopted shall remain in full force and effect.

Section 4. Repeal of Conflicting Provisions

That all the provisions heretofore adopted by the City Council that are in conflict with the provisions of this Ordinance, are hereby repealed.

Section 5. Effective Date

That this Ordinance shall take effect thirty (30) days after its second reading.

Section 6. Certification

That the City Clerk shall certify to the passage and adoption of this Ordinance, enter the same in the book for original ordinances of the City, and make a minute of passage and adoption thereof in the records of the proceedings of the City Council, in the minutes of the meeting at which this Ordinance is passed and adopted.

APPROVED AND ADOPTED this ____ day of _____ 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Ulises Cabrera
Mayor
City of Moreno Valley

ATTEST:

Jane Halstead, City Clerk

APPROVED AS TO FORM:

Steven B. Quintanilla
Interim City Attorney

Attachment: NETFILE ORDINANCE [Revision 2] (6391 : ORDINANCE ADDING CHAPTER 2.66 "ELECTRONIC FILING OF)



Report to City Council

TO: Mayor and City Council

FROM: Brian Mohan, Assistant City Manager

AGENDA DATE: October 3, 2023

TITLE: DISCUSSION TO EXPLORE OPTIONS ON THE CREATION OF THE THIRD SATELLITE LIBRARY

RECOMMENDED ACTION

Recommendations:

1. Authorize the Assistant City Manager/CFO/Treasurer to locate a suitable third satellite library site, negotiate and execute a lease agreement including any tenant improvements that may be needed to the suitable site before occupancy, revise the current contract with Library Systems & Services (our current library program consultant) to include the programming for the new satellite library, and any other items deemed necessary to get the new satellite library operational; or
2. Provide alternate direction to the Assistant City Manager.

SUMMARY

This report discusses the motion from Council, at the August 15, 2023 Council meeting, to explore options on the creation of the third satellite library.

DISCUSSION

Authorize the Assistant City Manager/CFO/Treasurer to locate a suitable third satellite library site, negotiate and execute a lease agreement including any tenant improvements that may be needed to the suitable site before occupancy, revise the current contract with Library Systems & Services (our current library program consultant) to include the programming for the new satellite library, and any other items deemed necessary to get the new satellite library operational.

ALTERNATIVES

1. Approve and authorize the recommended action item 1 as presented in this report.

Or

2. Provide alternate direction as stated in the recommended action item 2 presented in this report.

FISCAL IMPACT

There is no impact with this action at this point.

NOTIFICATION

Publication of Agenda.

PREPARATION OF STAFF REPORT

Prepared By:
Name: Brian Mohan
Title: Assistant City Manager/CFO/Treasurer

Department Head Approval:
Name: Brian Mohan
Title: Assistant City Manager/CFO/Treasurer

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.

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.

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

ATTACHMENTS

To view large attachments, please click your “bookmarks”  on the left hand side of this document for the necessary attachment.

None

APPROVALS

Budget Officer Approval	<u>✓ Approved</u>	9/27/23 10:42 AM
City Attorney Approval	<u>✓ Approved</u>	
City Manager Approval	<u>✓ Approved</u>	9/27/23 10:59 AM