

**AGREEMENT FOR PROFESSIONAL
CONSULTANT SERVICES
PROJECT NO. SPECIAL DISTRICTS 2014-15 LEVY
CFD/LLD/LMD FORMATIONS**

This Agreement is by and between the City of Moreno Valley, California, a municipal corporation, hereinafter described as "City," and Willdan Financial Services, Inc., a (California corporation) hereinafter described as "Consultant." This Agreement is made and entered into effective on the date the City signs this Agreement.

RECITALS

WHEREAS, the City has determined it is in the public interest to proceed with Assessment Engineering and Special Tax Consulting services for the purpose of forming certain Community Facility Districts (CFDs), Local Lighting Districts (LLDs) and Landscape Maintenance Districts (LMDs) 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" (Consultant's Proposal) attached 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 in California to perform the professional and technical services required for the Project.

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

DESCRIPTION OF PROJECT

1. The Project is described as Assessment Engineering and Special Tax Consulting Services.

SCOPE OF SERVICES

2. The Consultant's scope of service is described on Exhibit "A" attached hereto and incorporated herein by this reference.

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

4. The Consultant shall provide Assessment Engineering and Special Tax Consulting Services in accordance with the agreed upon timelines for all work necessary to form each of the Districts as described within Consultant's scope of services. The formation of the CFD for Tract 32515, as described in Exhibit A, is contingent upon the City's receipt of developer funds to finance CFD district formation.

PAYMENT TERMS

5. The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of \$73,000 plus mailing costs in accordance with the payment terms provided on Exhibit "C" attached hereto and incorporated herein by this reference.

TIME FOR PERFORMANCE

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

7. The Consultant will perform the work as described on and in accordance with the schedule set forth on Exhibit "A" attached hereto providing however, that the timeline for the maintenance CFD relating to Tract 32515 will be dependent upon the developer's deposit of funds

with City to cover formation costs. The City will provide Consultant written authorization to proceed once funding is available, and the proposed timeline will be adjusted accordingly.

8. The Consultant and the City agree that the schedule in Paragraph 7 above represents their best estimates with respect to completion dates, and both the Consultant and the City acknowledge that it will not unreasonably withhold approval of the Consultant's requests for extensions of time in which to complete the work required of the Consultant hereunder.

9. The Consultant shall not be responsible for performance delays caused by others or delays beyond the Consultant's reasonable control, and such delays shall extend the time for performance of the work by the Consultant. Delays caused by non-performance or unjustified delay in performance by a subconsultant of the Consultant are not considered to be beyond the Consultant's reasonable control.

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

11. It is understood and agreed that the Consultant is, and at all times shall be, an independent contractor 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.

12. 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.

13. The Consultant and the City agree to use reasonable care and diligence to perform their respective services under this Agreement. Unless hereinafter specified, neither party shall be responsible for the services of the other or any subcontractor or sub-consultant employed by the other party.

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

15. (a) The Consultant agrees to indemnify, defend, and save the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all 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 performance of or failure to perform the work or other obligations of the Consultant under this 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 or willful misconduct of the City, the Housing Authority, and CSD, their officers, agents or employees.

(b) The City agrees to indemnify, defend and save the Consultant and their officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's, Housing Authority's and CSD's employees and all claims

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

16. (a) The Consultant shall procure and maintain, at its sole expense, throughout the term of this Agreement and any extension thereof, Professional Errors and Omissions Insurance coverage in the form and substance and with carriers acceptable to the City. Such coverage limits shall not be less than \$1,000,000 per claim and aggregate.

(b) During the entire term of this Agreement, the Consultant agrees to procure and maintain General Liability Insurance in form and substance and with carriers acceptable to the City at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Consultant its sub-consultant or any person acting for the Consultant or under its control or direction, and also to protect against loss from liability imposed by law for damages to any property of any persons caused directly or indirectly by or from acts or activities of the Consultant or its subconsultants, or any person acting for the Consultant or under its control or direction.

(c) Such General Liability Insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum limits provided below:

	<u>General Liability</u>
Bodily Injury	\$1,000,000 per occurrence
Property Damage	\$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the above minimum limits.

(d) If the operation under this Agreement results in an increased or decreased risk in the opinion of the City Manager, then the Consultant agrees that the minimum limits hereinabove designated shall be changed accordingly upon request by the City Manager.

(e) The Consultant shall procure and maintain, at its sole expense, and throughout the term of this Agreement and any extension thereof, Public Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City premises. Such coverage limits shall not be less than \$1,000,000 combined single limit.

(f) The Consultant shall procure and maintain, at its sole expense, Workers' Compensation Insurance in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Consultant and the City, the Housing Authority and CSD against any loss, claim, or damage arising from any injuries or occupational diseases happening to any worker employed by the Consultant in the course of carrying out the Agreement.

(g) The City of Moreno Valley, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District, their officers, employees and agents shall be named as additional insured on all policies of insurance except errors and omissions and worker's compensation.

(h) A Certificate of Insurance and appropriate additional insured endorsement

evidencing the above insurance coverage shall be submitted to the City Clerk prior to the execution of this Agreement on behalf of the City.

(i) The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

(j) Insurance companies providing insurance hereunder shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

(k) The terms of the insurance policy or policies issued to provide the above insurance coverage shall not be amended to reduce the above required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Consultant shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

17. During the performance of this Agreement, the Consultant will not unlawfully discriminate against any employee or applicant for employment because of race, religion, creed, color, national origin, sex, or age. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, creed, color, national origin, sex, or age.

18. Consultant and subconsultants shall pay prevailing wage rates when required by the Labor Laws of the State of California.

19. (a) The Consultant shall deliver to the Chief Financial Officer of the City or their 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.

20. (a) The City may terminate this Agreement without fault on the part of the Consultant by giving at least ten (10) days written notice to the Consultant. 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 through the date of termination. Such termination may be effective immediately.

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

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

22. 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.

23. 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.

24. 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.

25. 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 parties without the prior written consent of both parties.

26. The Consultant shall employ no City official or employee in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.

27. 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.

28. 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.

SIGNATURE PAGE FOLLOWS

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

City of Moreno Valley

BY:




City Manager

2.10.14

Date

Willdan Financial Services

BY:




Mark J. Risco

TITLE: President and CEO

January 3, 2014

Date

BY:



Kate Nguyen

TITLE: Secretary

1/16/14

Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:



City Attorney

2-6-14

Date

RECOMMENDED FOR APPROVAL:



Department Head

2/6/14

Date

EXHIBIT A

SCOPE OF SERVICES

November 4, 2013

Ms. Candace Cassel
Special Districts Division Manager
City of Moreno Valley
14325 Frederick Street, Suite 9
Moreno Valley, California 92552

**Re: Scope and Fee to Provide Assessment Engineering and Special Tax Consulting
Services to the City of Moreno Valley**

Dear Ms. Cassel:

Per our prior discussion, the following outlines Willdan Financial Services' (Willdan) scope of services and fee to provide Assessment Engineering and Special Tax Consulting Services to the City of Moreno Valley.

We appreciate this opportunity to continue to serve the City and look forward to hearing from you. Please feel free to contact Mr. Jim McGuire, Senior Project Manager, directly at (951) 587-3536 or via email at jmcguire@willdan.com if you have any questions regarding our proposal.

Sincerely,

Willdan Financial Services



Gladys Medina
Vice President – Group Manager

Enclosure

Scope of Services

The following is Willdan Financial Services ("Willdan") scope of services to provide Assessment Engineering and Special Tax Consulting Services to the City of Moreno Valley ("City").

We want to ensure that our scope is responsive to the City's needs and specific circumstances. Willdan will work with the City to revise the tasks based on input prior to receipt of a notice to proceed, and as needed during the course of the project.

Engineering Services for New Assessment Districts

Task A.1: Prepare Updated Property and Ownership Information

Using base electronic parcel information, assessment data and the current CSD Zone structure, Willdan will update the parcel database with the County Assessor's Office secured roll data currently available to identify any parcel discrepancies and to incorporate updated property changes, as well as ownership and mailing information. This information will be enhanced through parcel research and specific information provided by the City. This data will then be incorporated into our model to update and fully develop the appropriate method of apportionment and assessments for each parcel. When finalized, this parcel specific data will be used to generate the assessment roll for the Engineer's Report. We will provide the City with a copy of this database.

Task A.2: Develop the District Budget

Willdan will work with City staff to identify and incorporate an accurate full cost recovery estimate for the improvements (including annual maintenance costs and utilities; foreseeable capital projects; and long-term replacement and rehabilitation costs). Recognizing that there is inherently some general benefit associated with landscaping and lighting, we will work with the City to clearly identify and separate those improvements and/or costs that are considered general benefit and those costs that may be assessed as special benefit.

Furthermore, since the assessment amount will mirror that currently assessed by the Zone being converted, we will identify the funded and unfunded costs associated with the improvements provided. These amounts will be documented in the Engineer's Report.

Task A.3: Developing the Assessments

Based on the findings and discussions of the previous tasks, Willdan will review the assessment amounts currently levied within the applicable Zone to be converted, as well as the cost allocation of the budgeted improvements, and the method of apportionment to be applied based on proportional special benefits.

As a working tool for the City once we have completed the assessment scenarios, Willdan will prepare and distribute a Summary Memorandum of the proposed assessments. This document will outline and summarize the proposed assessment rates and assessment revenues by land use classification and zone based on an estimate for the full cost recovery budget. This memorandum will serve as a tool in formulating the initial public outreach efforts. Ultimately, the district structure, the budget, the method of apportionment, and assessments that are finalized with City staff will be incorporated into the Engineer's Report.

Task A.4: Prepare Engineer's Report

In accordance with the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution (Proposition 218), Willdan will prepare the Engineer's Report for the assessments and modifications (if applicable) that will be presented to City Council, including the following items:

- Plans and specifications that describe the ongoing maintenance and operation of the landscaping/lighting to be maintained.
- Method of apportionment that outlines the special benefit conferred on properties within the proposed district from the maintenance and the calculations used to establish each parcel's proportional special benefit assessment. As well as a description of the assessment range formula, if applicable, establishing the maximum assessment rate in subsequent fiscal years.
- The budget that outlines the costs and expenses to provide maintenance, including incidental expenses authorized by the 1972 Act.
- Assessment diagram that identifies the boundaries of the proposed district.
- The assessment roll which contains each Assessor Parcel Number and their proportional maximum assessment.
- An affidavit stating the report has been prepared by a professional engineer.

Prior to the scheduled Intent Meeting, Willdan will provide the City with an electronic copy of the Engineer's Report for City staff review and comment. When finalized with City staff, a final electronic version and two hardcopies of the report will be provided to the City that the City Clerk may incorporate into the Council agenda package. The proposed assessment roll that is typically incorporated into the Engineer's Report may be provided to the City as a separate document or electronic file.

Task A.5: Prepare Resolutions

Willdan anticipates drafting the following resolutions for City review and implementation:

- **Intent Meeting Resolutions:**
 - Resolution Initiating Proceedings, which calls for the preparation of the Engineer's Report (this resolution could be adopted at an earlier Council Meeting if desired); and
 - Resolution of Intention, which preliminarily approves the Engineer's Report; confirms the proposed assessments outlined in the Report; and sets the Public Hearing date.

- **Public Hearing Resolutions:**

- Resolution approving the Engineer's Report; and
- Resolution confirming the assessment diagram and assessments as approved, and orders the levy and collection of assessments for the upcoming fiscal year.

Willdan will provide the draft resolutions to City staff prior to the City Council agenda deadline for review and comment. All draft resolutions should be reviewed by the City Attorney for form and content prior to finalizing these documents for City Council action.

Task A.6: Meetings and Support

The following are support services Willdan will provide to the City with respect to the assessment process:

- Attend the City Council Intent Meeting and be available to answer questions regarding the Engineer's Report and Proposition 218.
- At the City's request, Willdan will review and comment on the staff reports prepared by the City in connection with the proposed assessment proceedings (Intent Meeting and Public Hearing staff reports).
- After the initial presentation to the City Council (Intent Meeting), if necessary, update the Engineer's Report to reflect changes ordered by the City Council prior to the Public Hearing.

In total, Willdan will attend up to three meetings for each formation in performance of the outlined scope of work. It is anticipated that meeting attendance will include two City Council meetings (the Intent Meeting and Public Hearing) and one Finance Subcommittee meeting, if requested.

Task A.7: Mailing of Notices

It is anticipated that initially new assessment districts will be formed to replace the current CSD Zone B and Zone E charges without increasing assessments. While such a change will not trigger a Proposition 218 ballot proceeding, we anticipate that the City will opt to mail notices of the public hearings to the affected property owners, although the law does not specifically address this type of noticing.

Willdan will prepare a draft of the Notice to be mailed to each property owner. A draft copy will be sent to the City for review and comment by City staff and/or the City Attorney. Based on written comments and edits received, a final sample of the document will be prepared and provided to the City, prior to the actual printing of the documents. At the City's request, Willdan will print and mail the approved notices. The cost associated with this task will be in addition to the quoted fees for services.

It is anticipated that the text of the Notice will be the same for each affected parcel and will not contain parcel specific information. The Notice will also likely include general zone information.

City Responsibilities

We will rely on being able to obtain the following information from the City of Moreno Valley, in order to perform the Assessment Engineering Services identified above.

- Provide GIS shape files identifying the location of the applicable lighting and landscaping.
- As needed, provide pertinent documentation associated with the maintenance, improvements, and budget information including, but not limited to, estimated cost variances between City owned versus Edison owned lights (if applicable), capital expenditures to be funded by the assessments, City overhead, available funding from other sources that may be used to offset costs, as well as any legal opinions or comments associated with this project.
- Prepare internal memorandums, staff reports and other supporting documents necessary for City Council agendas.
- Arrange for any required publications notice of Council meetings or Public Hearings in the local newspaper.
- Review the draft reports and resolutions before the final documents are prepared for the Council packets. This review will most certainly include City staff but should be closely reviewed by the City's legal counsel. Requested changes shall be submitted to Willdan in writing.
- Provide copies of current contracts associated with landscaping and lighting, in order to utilize actual numbers for budgeting purposes.

The City of Moreno Valley acknowledges that Willdan shall rely upon the accuracy of the information provided by the City and the County and agrees that Willdan shall not be liable for any inaccuracies contained in such information.

Legal Opinions. In preparing the Engineer's Report and resolutions, Willdan will provide our professional expertise. Since we do not practice law, we ask that your City attorney, or other designated counsel, review the documents. We will assist your attorney in identifying any pertinent legal issues.

Special Tax Consulting for New Maintenance CFDs

If determined that the formation of a Community Facilities District (CFD) is a more viable option than the formation of an assessment district outlined below are the associated tasks.

Task B.1: Review the City's Goals and Policies

Willdan will review the City's existing CFD Goals and Policies, and identify possible modifications or areas for discussion with the City and finance team.

Willdan will consult with City staff to identify policy objectives for the CFD formation. We will provide the City the benefit of our experience throughout the state with CFD formations, and discuss with staff any possible enhancements to the existing Goals and Policies to ensure the feasibility of the CFD.

Task B.2 Preliminary Tax Spread Analysis and Development of Tax Methodology

A preliminary pro forma of the CFD's revenues and estimated expenses (based upon preliminary estimates, as available) will be presented for evaluation and discussion. We will construct a special tax analysis that will be designed to identify the special tax revenue that can be generated from various types of property proposed for the district. The analysis will incorporate proposed uses and we will utilize pricing and market data to determine proposed tax burdens. Also, with the City's guidance, we will assure that

the tax burden associated with this proposed CFD does not exceed the overall effective tax rate indicated in the City's Goals and Policies. The analysis will be based upon available product mix data, market research, discussions with property owners and developers, as well as with the City. Once we complete the special tax revenue projection, we will use this to create the special tax methodology that will be included in the Rate and Method of Apportionment (RMA). The maximum proposed special taxes will be designed to generate sufficient revenue to meet CFD objectives and fairly tax expected properties consistent with established development requirements and policies.

Based on gathered information, Willdan will begin to prepare a preliminary special tax evaluation. As appropriate, an overlapping tax analysis and maximum special tax coverage computations may be included. If required, the analysis will incorporate multiple improvement areas. As necessary, we will prepare calculations from our database, including:

- Special tax runs identifying maximum expected special tax coverage; and comparing maximum special tax rates, to the necessary estimated amount to pay operating and maintenance costs for improvements, including scenarios identifying the impact of an escalating special tax (if appropriate).
- Development-to-special tax computations for each parcel or development area, and (if necessary) differentiating between developed and undeveloped properties.
- Effective tax rate schedules denoting projected parcel tax rate resulting from the new special tax.

If requested, Willdan will prepare multiple spreads that are based upon different maintenance/improvement assumptions. If there is not sufficient revenue to cover each of the proposed services/improvements, we will suggest alternative approaches. Willdan will also develop special tax categories for property types within the CFD.

The tax rates will also be set in conjunction with an evaluation of what is supportable and acceptable for the development project, and within the area as a whole.

Develop the special tax structure for the RMA based on the boundaries of the CFD, improvements and maintenance to be funded, proposed development, and effective tax rate limitations. An analysis will be required to determine an equitable spread of the overall burden, taking into account the nature of the improvements and the area that they will serve.

Task B.3: Rate and Method of Apportionment of Special Tax

An RMA of Special Tax will be prepared and, if necessary, will include improvement areas and/or tax zones. By this means, maintenance costs for properties within the CFD will be equitably apportioned. The RMA will clearly describe the special tax methodology developed in the preceding step, the associated definitions, priority and method by which properties in the CFD will be taxed, the special tax rates for each property type, and contain all other information (as required) by the Mello-Roos Community Facilities Act of 1982.

Willdan will prepare the boundary map that will eventually be recorded along with the Notice of Special Tax, as well as prepare necessary documents for the City Council meeting to adopt the Resolution of Intention, including the petition, RMA, and map. We can also provide draft or sample Resolution of Intention documents for review by the City Attorney or designated legal counsel.

Task B.4: Community Facilities District Report

Willdan will prepare a preliminary CFD Report that includes a description of the improvements and maintenance to be funded, related cost estimates, incidental expenses, the RMA, and other information necessary to meet the requirements of the Mello-Roos Community Facilities Act. Willdan will present the CFD Report to the City Council and field questions received at the Public Hearing. The CFD Report will include the following components:

- A description of the proposed services to be funded;
- Cost estimates for maintenance and improvements; and
- A projection and explanation of the annual special tax rates by special tax classification for each year that services are funded.

Task B.5: Document Review and Preparation

For the City's review and comment, Willdan will prepare drafts of the required resolutions, petitions, Consent and Waiver documents, and notices/ballots. As we do not practice law, we ask that your attorney, or other designated counsel, review the documents. We will, however, assist your attorney in identifying pertinent legal issues and modifications necessary before the documents are implemented. If the City is unable to garner 100 percent consent waiver from the affected property owners and a regular special tax election is required, the City attorney will be responsible for preparing and coordinating the required impartial analysis and ballot arguments.

After successful formation of the CFD, Willdan will then coordinate the recordation of the "Notice of Special Tax Lien."

In total, Willdan will attend up to three meetings per formation: two City Council meetings to present the Resolution of Intention, Resolution of Formation, and the Public Hearing; and one Finance Subcommittee meeting, if requested.

City Responsibilities

- Willdan shall rely on obtaining from the City the following information:
- Copy of the City's current CFD Goals & Policies.
- Information regarding property to be included in the CFD formation and potential future annexation areas.
- Information regarding tax rates to be imposed on development in accordance with negotiated agreements between the City and various developers.
- Detailed development or property information for proposed CFD boundaries, including GIS maps of proposed project area (if applicable).
- Information regarding services to be provided and their related cost estimates.
- Property owner information (as needed).

Fee for Services

We will provide Assessment Engineering and Special Tax Consulting Services for the price ranges presented below. These fee ranges are based upon a typical special district formation project.

City of Moreno Valley Fee for Services	
Facilities Community Facilities District	\$18,500 – \$35,000
Maintenance or Service Community Facilities District	\$14,500 – \$26,500
Assessment Maintenance District	\$13,500 – \$27,500

A not-to-exceed fee will be provided when a specific formation project has been identified. In order to accurately quote the project, the following elements will need to be provided:

- Estimated project timeline;
- Development type (i.e. residential, commercial, retail, etc.);
- The location, extent and nature of the improvements (or services) to be funded;
- Availability of cost information related to the improvements to be funded, or the extent to which Willdan will assist in developing these estimates;
- Mix and pricing of products within each type of development;
- Number of meetings anticipated, and level of effort for stakeholder outreach and communication; and
- Information regarding potential phasing of bond issuances for larger bond amounts.

Please note the following:

- Our not-to-exceed fees are based on an hourly basis.
- ***Our fee will not be contingent on the outcome of the formation of the special district.***
- Our fees above do not include mailing costs (printing, processing and postage) for any notices and/or ballots. These costs are estimated at \$1.00 per parcel for each mailing. Any outreach or educational materials would be separate mailings.
- We will invoice the City monthly based on agreed upon deliverables and percentage of project completion.

FY 2013/2014 Projects for Levy in FY 2014/15

Listed below are the projects that are anticipated to be completed prior to the levy of assessments, taxes and charges for fiscal year 2014/2015 as well as the associated fee for each. Willdan proposes a ***not-to-exceed fee of \$73,000 for the work identified below.***

Formation of CFD No. 2014-01: CFD for Citywide Landscape Maintenance (incorporating Tract No. 31618 initially)
Fee: \$14,500 – \$19,500

Formation of CFD No. 2014-02: CFD for Channel Maintenance (incorporating Tract No. 32515 only)
Fee: \$14,500

Formation of Landscape Maintenance District No. 01: Conversion of CSD Zone E to a 1972 Act Landscaping and Lighting District (no balloting for first fiscal year, incorporating those parcels currently in CSD Zone E that can be converted without triggering the balloting process and/or possessing other benefit-related issues that need to be addressed)
Fee: \$24,000

Formation of Local Lighting District No. 01: Conversion of CSD Zone B to a 1972 Act Landscaping and Lighting District (no balloting for first fiscal year, incorporating those parcels currently in CSD Zone B that can be converted without triggering the balloting process and/or possessing other benefit-related issues that need to be addressed)
Fee: \$15,000

Willdan Hourly Rates

Additional services to be provided by Willdan that are authorized by the City of Moreno Valley will be billed at our current hourly billing rates.

Willdan Financial Services Hourly Rate Schedule	
Position	Hourly Rate
Group Manager	\$210
Principal Consultant	\$200
Senior Project Manager	\$165
Project Manager	\$145
Senior Project Analyst	\$130
Senior Analyst	\$120
Analyst	\$100
Analyst Assistant	\$75
Property Owner Services Representative	\$55
Support Staff	\$50

Project Timelines

Detailed on the pages that follow are tables that present general project timelines for each district.

COMMUNITY FACILITIES DISTRICT 2014-01 FORMATION TIMELINE

DISTRICT	DATES	ACTION OR TASK TO PERFORM	RESPONSIBLE PARTY	Note
CFD 2014-01	1/6/2014	Review and Provide Recommendations • Proposed Modifications to Goals & Policies	Willdan Financial Services	
CFD 2014-01	01/06/2014	Deliver Draft Documents for Intent Meeting • Draft RMA for review and edits • Draft Boundary Map & future annexation map for review & edits • Draft Intent Resolution for review & edits	Willdan Financial Services	
CFD 2014-01	01/07/2014	Registrar of Voter Confirmation • Send letter to County to confirm that there are less than 12 registered voters	Willdan Financial Services	
CFD 2014-01	01/07/2014	Prepare Documents to Modify CFD Goals & Policies (as needed)	City Attorney	
CFD 2014-01	01/09/2014	Entire Project Team • Conference call: Review and Discuss RMA and Special Tax Pro Forma • Other Discussions	All	
CFD 2014-01	01/13/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
CFD 2014-01	01/14/2014	Deliver Final Documents Needed for Intent Meeting • Final RMA • Final Boundary Map • Resolution of Intention to Establish CFD • Registrar of Voter Confirmation of Voters • Resolution Modifying Goals & Policies	Willdan Financial Services City Attorney	
CFD 2014-01	01/20/2014	Submit Staff Report and Agenda Package for Intent Meeting	Willdan Financial Services	22 days Before Intent Meeting
CFD 2014-01	01/21/2014	Send Consent and Waiver Form to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-01	01/28/2014	Mail Consent and Waiver Form to Property Owners (to be returned prior to Intent Meeting)	Willdan Financial Services	
CFD 2014-01	02/04/2014	Draft Notice and Ballot and send to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-01	02/11/2014	INTENT MEETING • Adopt Goals and Policies • Adopt Resolution of Intention to Establish CFD • Set time and place of Public Hearing	City	
CFD 2014-01	02/13/2014	Provide Boundary Map Documents to City for recordation	Willdan Financial Services	
CFD 2014-01	02/13/2014	City provides Final Edits to Notice and Ballot	City	
CFD 2014-01	02/18/2014	Deliver Draft Documents for Public Hearing • Draft Resolutions for review & edits • Draft CFD Report for review & edits	Willdan Financial Services	
CFD 2014-01	02/19/2014	Prepare Ordinance Authorizing the Levy of Special Taxes	City Attorney	
CFD 2014-01	02/24/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
CFD 2014-01	02/25/2014 last day	Record Boundary Map	City Clerk	Within 15 Days of Intent Meeting
CFD 2014-01	02/25/2014	Notice and Ballot Mailed to Property Owner	Willdan Financial Services	
CFD 2014-01	02/25/2014	Deliver Final Documents Needed for Public Hearing • Final CFD Report • Resolution of Formation • Resolution calling for Special Tax Election • Resolution Declaring Special Tax Election Results • Ordinance Authorizing the Levy of Special Taxes	Willdan Financial Services City Attorney	
CFD 2014-01	03/03/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
CFD 2014-01	3/18/14 (last day)	City publishes Notice of Public Hearing	City	At Least 7 Days Prior to Public Hearing
CFD 2014-01	03/25/2014	PUBLIC HEARING and ELECTION COUNCIL MEETING • City adopts Resolution of Formation • City adopts Resolution calling for Special Tax Election • Election is held • City adopt Resolution Declaring Special Tax Election Results • First reading of Ordinance Authorizing the Levy of Special Taxes	City	30-60 Days after Intent Meeting
CFD 2014-01	04/01/2014	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing
CFD 2014-01	04/08/2014	Second Reading of Ordinance Authorizing the Levy of Special Taxes	City	Subsequent Council Meeting
CFD 2014-01	04/29/2014 (last day)	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing

All regular City Council meetings are held on the 2nd and 4th Tuesdays of each month.

COMMUNITY FACILITIES DISTRICT 2014-02 FORMATION TIMELINE**

** Timeline Contingent Upon Receipt of Funds from Developer and City's Issuance of Notice to Proceed to Willdan

DISTRICT	DATES	ACTION OR TASK TO PERFORM	RESPONSIBLE PARTY	Note
CFD 2014-02	02/03/2014	Review and Provide Recommendations • Proposed Modifications to Goals & Policies	Willdan Financial Services	
CFD 2014-02	02/03/2014	Deliver Draft Documents for Intent Meeting • Draft RMA for review and edits • Draft Boundary Map for review & edits • Draft Intent Resolution for review & edits	Willdan Financial Services	
CFD 2014-02	02/04/2014	Registrar of Voter Confirmation • Send letter to County to confirm that there are less than 12 registered voters	Willdan Financial Services	
CFD 2014-02	02/04/2014	Prepare Documents to Modify CFD Goals & Policies (as needed)	City Attorney	
CFD 2014-02	02/06/2014	Entire Project Team • Conference call: Review and Discuss RMA and Special Tax Pro Forma • Other Discussions	All	
CFD 2014-02	02/10/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
CFD 2014-02	02/11/2014	Deliver Final Documents Needed for Intent Meeting • Final RMA • Final Boundary Map • Resolution of Intention to Establish CFD • Registrar of Voter Confirmation of Voters • Resolution Modifying Goals & Policies	Willdan Financial Services City Attorney	
CFD 2014-02	02/17/2014	Submit Staff Report and Agenda Package for Intent Meeting	Willdan Financial Services	22 days Before Intent Meeting
CFD 2014-02	02/18/2014	Send Consent and Waiver Form to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-02	02/25/2014	Mail Consent and Waiver Form to Property Owners (to be returned prior to Intent Meeting)	Willdan Financial Services	
CFD 2014-02	03/04/2014	Draft Notice and Ballot and send to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-02	03/11/2014	INTENT MEETING • Adopt Goals and Policies • Adopt Resolution of Intention to Establish CFD • Set time and place of Public Hearing	City	
CFD 2014-02	03/13/2014	Provide Boundary Map to City for recordation	Willdan Financial Services	
CFD 2014-02	03/13/2014	City provides Final Edits to Notice and Ballot	City	
CFD 2014-02	03/18/2014	Deliver Draft Documents for Public Hearing • Draft Resolutions for review & edits • Draft CFD Report for review & edits	City	
CFD 2014-02	03/19/2014	Prepare Ordinance Authorizing the Levy of Special Taxes	City Attorney	
CFD 2014-02	03/24/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
CFD 2014-02	03/25/2014 (last day)	Record Boundary Map	City Clerk	Within 15 Days of Intent Meeting
CFD 2014-02	03/25/2014	Notice and Ballot Mailed to Property Owner	Willdan Financial Services	
CFD 2014-02	03/25/2014	Deliver Final Documents Needed for Public Hearing • Final CFD Report • Resolution of Formation • Resolution calling for Special Tax Election • Resolution Declaring Special Tax Election Results • Ordinance Authorizing the Levy of Special Taxes	Willdan Financial Services City Attorney	
CFD 2014-02	03/31/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
CFD 2014-02	04/15/2014 (last day)	City publishes Notice of Public Hearing	City	At Least 7 Days Prior to Public Hearing
CFD 2014-02	04/22/2014	PUBLIC HEARING and ELECTION COUNCIL MEETING • City adopts Resolution of Formation • City adopts Resolution calling for Special Tax Election • Election is held • City adopts Resolution Declaring Special Tax Election Results • First reading of Ordinance Authorizing the Levy of Special Taxes	City	30-60 Days after Intent Meeting
CFD 2014-02	04/29/2014 (last day)	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing
CFD 2014-02	05/13/2014	Second Reading of Ordinance Authorizing the Levy of Special Taxes	City	Subsequent Council Meeting
CFD 2014-02	05/27/2014 (last day)	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing

All regular City Council meetings are held on the 2nd and 4th Tuesdays of each month.

LANDSCAPE LIGHTING AND LOCAL LIGHTING DISTRICT NO. 1 FORMATION TIMELINE

DISTRICT	DATES	ACTION OR TASK TO PERFORM	RESPONSIBLE PARTY	Note
LLMD 1	02/03/2014	Willdan completes Preliminary Assessment Evaluation and provides the City with an assessment summary identifying any assessment or budget issues that were not anticipated or require clarification.	Willdan Financial Services	
LLMD 1	02/06/2014	City staff and Willdan discuss the budgets, proposed assessments, and revenue alternatives based on Preliminary Assessment Evaluation.	All	
LLMD 1	02/11/2014	Willdan completes final modifications to the Engineer's Report methodology based on City's input of the proposed assessments and budgets.	Willdan Financial Services	
LLMD 1	02/17/2014	City provides Willdan with final revisions to the budget based on previous discussions.	City	
LLMD 1	02/24/2014	Willdan creates all of the resolutions to be presented to the City Council and begins drafting the property owner ballots and/or notices.	Willdan Financial Services	
LLMD 1	03/03/2014	Deliver Draft Documents for Intent Meeting <ul style="list-style-type: none"> Draft Engineer's Report for review & edits Draft Resolutions for review & edits Draft Notice of Public Hearing for review & edits 	Willdan Financial Services	
LLMD 1	03/06/2014	Entire Project Team <ul style="list-style-type: none"> Conference call: Review and Discuss Engineer's Report and Resolutions Other Discussions 	All	
LLMD 1	03/10/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
LLMD 1	03/11/2014	Deliver Final Documents Needed for Intent Meeting <ul style="list-style-type: none"> Preliminary Engineer's Report Resolutions for Intent Meeting 	Willdan Financial Services	
LLMD 1	03/17/2014	Submit Staff Report and Agenda Package for Intent Meeting	City	22 days Before Intent Meeting
LLMD 1	03/27/2014	Drafts (samples) of the Notice of Public Hearing are Finalized	All	Reviewed by city and confirmed by e-mail
LLMD 1	04/01/2014	Willdan begins Printing Notices of Public Hearing	Willdan Financial Services	
LLMD 1	04/08/2014	INTENT MEETING <ul style="list-style-type: none"> Adopt Resolution Initiating Proceedings Adopt Resolution of Intention (Preliminarily Approves Engineer's Report) (Set time and place of Public Hearing) 	City	
LLMD 1	04/11/2014	Property Owner Notices Mailed: Willdan mails Notice of Public Hearing all property owners subject to proposed assessments	Willdan Financial Services	At least 45 days prior to Public Hearing
LLMD 1	04/28/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
LLMD 1	04/29/2014	Deliver Final Documents Needed for Public Hearing <ul style="list-style-type: none"> Final Engineer's Report (if Modifications were necessary) Resolution Approving the Engineer's Report Resolution Confirming Assessment Diagram and Orders the Levy and Collection of Assessments 	Willdan Financial Services	
LLMD 1	05/05/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
LLMD 1	05/17/2014 (last day)	City publishes Notice of Public Hearing <ul style="list-style-type: none"> Pursuant to sections 22626, 22552 and 22553 of the 1972 Act and 6061 of the Government Code, the City Clerk shall publish the resolution of intention one time at least 10 days prior to the Public Hearing. 	City	At Least 10 Days Prior to Public Hearing
LLMD 1	05/27/2014	PUBLIC HEARING <ul style="list-style-type: none"> City Council Conducts Public Hearing City Adopts Resolution Approving the Engineer's Report City Council Adopts Resolution Confirming Assessment Diagram and Orders the Levy and Collection of Assessments 	City	At least 45 Days after Mailed Notice

All regular City Council meetings are held on the 2nd and 4th Tuesdays of each month.

MASTER TIMELINE FY 2013/14 (2014-15 Levy)**

**CFD 2014-02 Timeline Contingent Upon Receipt of Funds from Developer and City's Issuance of Notice to Proceed to Willdan

DISTRICT	DATES	ACTION OR TASK TO PERFORM	RESPONSIBLE PARTY	NOTE
CFD 2014-01	01/06/2014	Review and Provide Recommendations • Proposed Modifications to Goals & Policies	Willdan Financial Services	
CFD 2014-01	01/06/2014	Deliver Draft Documents for Intent Meeting • Draft RMA for review and edits • Draft Boundary Map & future annexation map for review & edits • Draft Intent Resolution for review & edits	Willdan Financial Services	
CFD 2014-01	01/07/2014	Registrar of Voter Confirmation • Send letter to County to confirm that there are less than 12 registered voters	Willdan Financial Services	
CFD 2014-01	01/07/2014	Prepare Documents to Modify CFD Goals & Policies (as needed)	City Attorney	
CFD 2014-01	01/09/2014	Entire Project Team • Conference call: Review and Discuss RMA and Special Tax Pro Forma • Other Discussions	All	
CFD 2014-01	01/13/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
CFD 2014-01	01/14/2014	Deliver Final Documents Needed for Intent Meeting • Final RMA • Final Boundary Map • Resolution of Intention to Establish CFD • Registrar of Voter Confirmation of Voters • Resolution Modifying Goals & Policies	Willdan Financial Services City Attorney	
CFD 2014-01	01/20/2014	Submit Staff Report and Agenda Package for Intent Meeting	Willdan Financial Services	22 days Before Intent Meeting
CFD 2014-01	01/21/2014	Send Consent and Waiver Form to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-01	01/28/2014	Mail Consent and Waiver Form to Property Owners (to be returned prior to Intent Meeting)	Willdan Financial Services	
CFD 2014-02	02/03/2014	Review and Provide Recommendations • Proposed Modifications to Goals & Policies	Willdan Financial Services	
CFD 2014-02	02/03/2014	Deliver Draft Documents for Intent Meeting • Draft RMA for review and edits • Draft Boundary Map for review & edits • Draft Intent Resolution for review & edits	Willdan Financial Services	
LLMD 1	02/03/2014	Willdan completes Preliminary Assessment Evaluation and provides the City with an assessment summary identifying any assessment or budget issues that were not anticipated or require clarification.	Willdan Financial Services	
CFD 2014-01	02/04/2014	Draft Notice and Ballot and send to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-02	02/04/2014	Registrar of Voter Confirmation • Send letter to County to confirm that there are less than 12 registered voters	Willdan Financial Services	
CFD 2014-02	02/04/2014	Prepare Documents to Modify CFD Goals & Policies (as needed)	City Attorney	
CFD 2014-02	02/06/2014	Entire Project Team • Conference call: Review and Discuss RMA and Special Tax Pro Forma • Other Discussions	All	
LLMD 1	02/06/2014	City staff and Willdan discuss the budgets, proposed assessments, and revenue alternatives based on Preliminary Assessment Evaluation.	All	
CFD 2014-02	02/10/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
CFD 2014-01	02/11/2014	INTENT MEETING • Adopt Goals and Policies • Adopt Resolution of Intention to Establish CFD • Set time and place of Public Hearing	City	
CFD 2014-02	02/11/2014	Deliver Final Documents Needed for Intent Meeting • Final RMA • Final Boundary Map • Resolution of Intention to Establish CFD • Registrar of Voter Confirmation of Voters • Resolution Modifying goals & Policies	Willdan Financial Services City Attorney	
LLMD 1	02/11/2014	Willdan completes final modifications to the Engineer's Report methodology based on City's input of the proposed assessments and budgets.	Willdan Financial Services	
CFD 2014-01	02/13/2014	Provide Boundary Map Documents to City for recordation	Willdan Financial Services	
CFD 2014-01	02/13/2014	City provides Final Edits to Notice and Ballot	City	
CFD 2014-02	02/17/2014	Submit Staff Report and Agenda Package for Intent Meeting	Willdan Financial Services	22 days Before Intent Meeting
LLMD 1	02/17/2014	City provides Willdan with final revisions to the budget based on previous discussions.	City	
CFD 2014-01	02/18/2014	Deliver Draft Documents for Public Hearing • Draft Resolutions for review & edits • Draft CFD Report for review & edits	Willdan Financial Services	
CFD 2014-02	02/18/2014	Send Consent and Waiver Form to City for review	Willdan Financial Services	To be reviewed by City Attorney
CFD 2014-01	02/19/2014	Prepare Ordinance Authorizing the Levy of Special Taxes	City Attorney	
CFD 2014-01	02/24/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
LLMD 1	02/24/2014	Willdan creates all of the resolutions to be presented to the City Council and begins drafting the property owner ballots and/or notices.	Willdan Financial Services	
CFD 2014-01	02/25/2014	Notice and Ballot Mailed to Property Owner	Willdan Financial Services	
CFD 2014-01	02/25/2014	Deliver Final Documents Needed for Public Hearing • Final CFD Report • Resolution of Formation • Resolution calling for Special Tax Election • Resolution Declaring Special Tax Election Results • Ordinance Authorizing the Levy of Special Taxes	Willdan Financial Services City Attorney	
CFD 2014-02	02/25/2014	Mail Consent and Waiver Form to Property Owners (to be returned prior to Intent Meeting)	Willdan Financial Services	
CFD 2014-01	02/25/2014 last day	Record Boundary Map	City Clerk	Within 15 Days of Intent Meeting
CFD 2014-01	03/03/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
LLMD 1	03/03/2014	Deliver Draft Documents for Intent Meeting • Draft Engineer's Report for review & edits • Draft Resolutions for review & edits • Draft Notice of Public Hearing for review & edits	Willdan Financial Services	

CFD 2014-02	03/04/2014	Draft Notice and Ballot and send to City for review	Willdan Financial Services	To be reviewed by City Attorney
LLMD 1	03/06/2014	Entire Project Team • Conference call: Review and Discuss Engineer's Report and Resolutions • Other Discussions	All	
LLMD 1	03/10/2014	Submits Agenda Title for Intent Meeting	City	29 days before Intent Meeting
CFD 2014-02	03/11/2014	INTENT MEETING • Adopt Goals and Policies • Adopt Resolution of Intention to Establish CFD • Set time and place of Public Hearing	City	
LLMD 1	03/11/2014	Deliver Final Documents Needed for Intent Meeting • Preliminary Engineer's Report • Resolutions for Intent Meeting	Willdan Financial Services	
CFD 2014-02	03/13/2014	Provide boundary map to City for recordation	Willdan Financial Services	
CFD 2014-02	03/13/2014	City provides Final Edits to Notice and Ballot	City	
LLMD 1	03/17/2014	Submit Staff Report and Agenda Package for Intent Meeting	City	22 days Before Intent Meeting
CFD 2014-01	3/18/14 (last day)	City publishes Notice of Public Hearing	City	At Least 7 Days Prior to Public Hearing
CFD 2014-02	03/18/2014	Deliver Draft Documents for Public Hearing • Draft Resolutions for review & edits • Draft CFD Report for review & edits	City	
CFD 2014-02	03/19/2014	Prepare Ordinance Authorizing the Levy of Special Taxes	City Attorney	
CFD 2014-02	03/24/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
CFD 2014-01	03/25/2014	PUBLIC HEARING and ELECTION COUNCIL MEETING • City adopts Resolution of Formation • City adopts Resolution calling for Special Tax Election • Election is held • City adopt Resolution Declaring Special Tax Election Results • First reading of Ordinance Authorizing the Levy of Special Taxes	City	30-60 Days after Intent Meeting
CFD 2014-02	03/26/2014 (last day)	Record Boundary Map	City Clerk	Within 15 Days of Intent Meeting
CFD 2014-02	03/25/2014	Notice and Ballot Mailed to Property Owner	Willdan Financial Services	
CFD 2014-02	03/25/2014	Deliver Final Documents Needed for Public Hearing • Final CFD Report • Resolution of Formation • Resolution calling for Special Tax Election • Resolution Declaring Special Tax Election Results • Ordinance Authorizing the Levy of Special Taxes	Willdan Financial Services City Attorney	
LLMD 1	03/27/2014	Drafts (samples) of the Notice of Public Hearing are Finalized	All	Reviewed by city and confirmed by e-mail
CFD 2014-02	03/31/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
CFD 2014-01	04/01/2014	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing
LLMD 1	04/01/2014	Willdan begins Printing Notices of Public Hearing	Willdan Financial Services	
CFD 2014-01	04/08/2014	Second Reading of Ordinance Authorizing the Levy of Special Taxes	City	Subsequent Council Meeting
LLMD 1	04/08/2014	INTENT MEETING • Adopt Resolution Initiating Proceedings • Adopt Resolution of Intention (Preliminarily Approves Engineer's Report) (Set time and place of Public Hearing)	City	
LLMD 1	04/11/2014	Property Owner Notices Mailed: Willdan mails Notice of Public Hearing all property owners subject to proposed assessment	Willdan Financial Services	At least 45 days prior to Public Hearing
CFD 2014-02	04/15/2014 (last day)	City publishes Notice of Public Hearing	City	At Least 7 Days Prior to Public Hearing
CFD 2014-02	04/22/2014	PUBLIC HEARING and ELECTION COUNCIL MEETING • City adopts Resolution of Formation • City adopts Resolution calling for Special Tax Election • Election is held • City adopt Resolution Declaring Special Tax Election Results • First reading of Ordinance Authorizing the Levy of Special Taxes	City	30-60 Days after Intent Meeting
LLMD 1	04/28/2014	Submits Agenda Title for Public Hearing	City	29 Days Before Public Hearing
CFD 2014-02	04/29/2014 (last day)	City Clerk executes and records Notice of Special Tax Lien with County	City Clerk	7 Days After Public Hearing
LLMD 1	04/29/2014	Deliver Final Documents Needed for Public Hearing • Final Engineer's Report (if Modifications were necessary) • Resolution Approving the Engineer's Report • Resolution Confirming Assessment Diagram and Orders the Levy and Collection of Assessments	Willdan Financial Services	
LLMD 1	05/05/2014	Submit Staff Report and Agenda Package for Public Hearing	City	22 Days Before Public Hearing
CFD 2014-02	05/13/2014	Second Reading of Ordinance Authorizing the Levy of Special Taxes	City	Subsequent Council Meeting
LLMD 1	05/17/2014 (last day)	City publishes Notice of Public Hearing Pursuant to sections 22526, 22552 and 22553 of the 1972 Act and 6061 of the Government Code, the City Clerk shall publish the resolution of intention one time at least 10 days prior to the Public Hearing.	City	At Least 10 Days Prior to Public Hearing
LLMD 1	05/27/2014 (last day)	PUBLIC HEARING • City Council Conducts Public Hearing • City Adopts Resolution Approving the Engineer's Report • City Council Adopts Resolution Confirming Assessment Diagram and Orders the Levy and Collection of Assessments	City	At least 45 Days after Mailed Notice

EXHIBIT B

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 C

TERMS OF PAYMENT

1. The Consultant's compensation shall not exceed \$73,000.00 plus mailing costs.
2. CFD formation and payment of formation costs for Tract No. 32515, as identified in Exhibit A, is contingent upon receipt of developer funds. If developer funding is not provided, formation of the CFD will not occur and the not to exceed amount of this Agreement will be reduced from \$73,000.00 to \$58,500.00.
3. 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/do_biz/biz-license.shtml
3. The Consultant will electronically submit an invoice to the City once a month for progress payments along with documentation evidencing services completed to date. 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 Accounts Payable staff at AccountsPayable@moval.org. Accounts Payable

questions can be directed to 951.413.3073. Copies of invoices may be submitted to the Special Districts Division of the Financial and Management Services Department at specialdistricts@moval.org or to the City's point of contact for this project. Calls can be directed to 951.413.3480.

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.