

AGENDA

**CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF
MORENO VALLEY
BOARD OF LIBRARY TRUSTEES**

December 8, 2009

**SPECIAL PRESENTATIONS – 6:00 P.M.
REGULAR MEETING – 6:30 P.M.**

City Council Closed Session

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

City Council Study Sessions

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

City Council Meetings

Second and Fourth Tuesdays – 6:30 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 City Clerk's office at 951.413.3001 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Bonnie Flickinger, Mayor Pro Tem
Jesse L. Molina, Council Member

Richard A. Stewart, Mayor

Robin N. Hastings, Council Member
William H. Batey II, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
December 8, 2009

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Child Care Grant /STARS Children Holiday Singers
2. Officer of the Quarter - Officer Carlos Leon
3. Proclamation Recognizing Moreno Valley's 25th Birthday - December 3, 2009
4. Recognition of Moreno Valley's 25th Birthday Poster Contest Winners
5. Recognition of Moreno Valley's 25th Birthday Lighting of "M" Volunteers

**AGENDA
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO
VALLEY AND THE BOARD OF LIBRARY TRUSTEES**

**REGULAR MEETING - 6:30 PM
DECEMBER 8, 2009**

CALL TO ORDER

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, 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 - Reverend Roy Riggs

ROLL CALL

INTRODUCTIONS

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

PUBLIC COMMENTS ON MATTERS NOT ON THE AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL WILL BE HEARD PRIOR TO CITY COUNCIL REPORTS AND CLOSING COMMENTS. IN THE EVENT THAT THE AGENDA ITEM FOR SUCH PUBLIC COMMENTS HAS NOT BEEN CALLED BY 9:00 P.M., IT SHALL BE CALLED AS THE NEXT ITEM OF BUSINESS FOLLOWING THE CONCLUSION OF ANY ITEM BEING HEARD AT 9:00 P.M. Those wishing to speak should submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency 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

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - SPECIAL MEETING OF NOVEMBER 23, 2009 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

A.3 PA07-0139 & PA07-0140 COMMERCIAL BUILDINGS - REDUCE FAITHFUL PERFORMANCE CASH SECURITY AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: PERRIS ALESSANDRO LLC, LOS ANGELES, CA 90025 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2009-114 authorizing the acceptance of the public improvements within PA07-0139 & PA07-0140 as complete and accepting the portion of Perris Boulevard associated with the project into the City's maintained street system; and

Resolution No. 2009-114

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within PA07-0139 & PA07-0140, and Accepting the Portion of Perris Boulevard Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance cash security, exonerate the Material and Labor cash security in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance cash security in one year when all clearances are received.

A.4 APPROVE AGREEMENTS WITH EASTERN MUNICIPAL WATER DISTRICT (EMWD) FOR THE SR-60/NASON INTERCHANGE IMPROVEMENT PROJECT - PROJECT NO. 98-25897 (Report of: Public Works Department)

Recommendation:

1. Approve the "Reimbursement Agreement – Relocation of Waterline Valves" with Eastern Municipal Water District (EMWD) for the relocation of two water valve clusters located along the right shoulder of East Bound SR-60 by EMWD for the SR-60/Nason Street Interchange Improvement project;
2. Approve "Utility Agreement No. 08-UT-21011" with EMWD to relocate utilities for the SR-60/Nason Street Interchange Improvement project;
3. Authorize the City Manager to execute the "Reimbursement Agreement – Relocation of Waterline Valves" and "Utility Agreement No. 08-UT-21011" upon concurrence by EMWD, and authorize the City Manager to approve any changes that may be requested by EMWD or the City, subject to the approval of the City Attorney;
4. Authorize a Change Order to increase Purchase Order No. 37223 by \$368,000 (\$320,000 plus 15% contingency) (Account No. 125.89720); and
5. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreements with EMWD up to, but not to exceed the contingency amount of \$48,000, subject to the approval of the City Attorney.

A.5 APPROVE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR REPLACEMENT OF OVERHEAD WITH UNDERGROUND DISTRIBUTION FACILITIES FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE - PROJECT NO. 02-89266920 (Report of: Public Works Department)

Recommendation:

1. Approve the "Agreement for Replacement of Overhead with Underground Distribution Facilities" with Southern California Edison (SCE) to replace existing overhead distribution facilities located along the east side of Day Street from Alessandro Boulevard to Sherman Avenue with underground distribution facilities;
2. Authorize the City Manager to execute the "Agreement for Replacement of Overhead with Underground Distribution Facilities" with SCE;

3. Authorize the issuance of a Purchase Order to SCE in the amount of \$142,618.30 (\$118,848.58 plus 20% contingency for SCE improvements for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724);
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreement with SCE up to, but not exceeding, the total purchase order contingency amount of \$23,769.72, subject to the approval of the City Attorney;
5. Authorize a full road closure on Day Street from Alessandro Boulevard to Sherman Avenue and minor street closures up to 30 days maximum to facilitate smooth construction operations as authorized by the Public Works Director between April 1, 2010 and January 31, 2011; and
6. Authorize the Public Works Director to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen issues.

A.6 ADOPT A MITIGATED NEGATIVE DECLARATION (MND) FOR HEACOCK STREET BRIDGE REPLACEMENT OVER PERRIS VALLEY STORM DRAIN LATERAL "A" - PROJECT NO. 06-12566825 (Report of: Public Works Department)

Recommendation:

Adopt a Mitigated Negative Declaration (MND) for Heacock Street Bridge over Perris Valley Storm Drain Lateral A, Project No. 06-12566825.

A.7 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR TEMCO STREET, VOUGHT STREET, BOEING STREET AND MCDONNELL STREET SIDEWALK IMPROVEMENTS - PROJECT NOS. 08-28368428, 08-28368528 AND 08-28368728 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the Temco Street, Vought Street, Boeing Street and McDonnell Street Sidewalk Improvements projects to FS Construction, 13368 Aldergrove Street, Sylmar, CA 91342, the lowest responsible bidder;
2. Authorize the City Manager to execute a contract with FS Construction;

3. Authorize the issuance of Purchase Orders to FS Construction for a total amount of \$503,600.00 (\$402,880.00 base bid amount plus 25% contingency) when the contract has been signed by all parties; and
4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with FS Construction, up to but not to exceed the Purchase Order's total contingency of \$100,720.00.

A.8 AUTHORIZE PURCHASE ORDER FOR SR-60/NASON STREET INTERCHANGE IMPROVEMENT PROJECT -- PROJECT NO. 98-25897 (Report of: Public Works Department)

Recommendation:

1. Authorize the issuance of a purchase order to the San Jacinto Basin Resource Conservation District (SJBRC D) for \$345,000 (\$300,000 plus 15% contingency) for the SR-60/Nason Street Interchange Improvement project to fund conservation easement activities associated with the project (Account No. 125.89720);
2. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Conservation Easement Deed with SJBRC D up to, but not exceeding, the contingency amount of \$45,000, subject to the approval of the City Attorney; and
3. Authorize the Public Works Director/City Engineer to execute a Memorandum of Understanding (MOU) or similar agreement indicating the City's intent to execute a Conservation Easement Deed with the San Jacinto Basin Resource Conservation District, if needed.

A.9 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE INSTALLATION AND ENERGIZING OF 750KCMIL 12KV ELECTRICAL CABLE AND REMOVAL & INSTALLATION OF #2 AWG 12KV ELECTRICAL CABLE ON IRIS AVE – PERRIS BLVD TO LASSELLE STREET, PROJECT NO. MVU-0006; THE INSTALLATION OF ELECTRICAL CONDUIT AND VAULTS ON ELSWORTH STREET – GOLDENCREST DRIVE TO CORPORATE CENTER DRIVE, PROJECT NO. MVU-0007; THE INSTALLATION OF ELECTRICAL CONDUIT AND VAULTS, AND THE INSTALLATION AND ENERGIZING OF 750KCMIL 12KV ELECTRICAL CABLE ON PERRIS BLVD – IRIS AVE TO JFK DRIVE, PROJECT NO. MVU-0009; AND THE INSTALLATION OF ELECTRICAL CONDUIT AND VAULTS, AND THE INSTALLATION AND ENERGIZING OF 750KCMIL 12KV ELECTRICAL CABLE ON PERRIS BLVD – RED MAPLE TO GROVEVIEW, PROJECT NO. MVU-0014 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the Installation and Energizing of 750KCMIL 12kV Electrical Cable and Removal & Installation of #2 AWG 12KV Electrical Cable on Iris Ave – Perris Blvd to Lasselle Street, Project No. MVU-0006; the Installation of Electrical Conduit and Vaults on Elsworth Street – Goldencrest Drive to Corporate Center Drive, Project No. MVU-0007; the Installation of Electrical Conduit and Vaults, and the Installation and Energizing of 750KCMIL 12kV Electrical Cable on Perris Blvd – Iris Ave. to JFK Drive, Project No. MVU-0009; and the Installation of Electrical Conduit and Vaults, and the Installation and Energizing of 750KCMIL 12kV Electrical Cable on Perris Blvd – Red Maple to Groveview, Project No. MVU-0014, to Richard Lopez Construction, the lowest responsible bidder;
2. Authorize the Mayor to execute a contract with Richard Lopez Construction;
3. Authorize the Financial and Administrative Services Director to issue a Purchase Order to Richard Lopez Construction, in the amount of \$2,057,295.63 (the base bid amount plus 10% contingency) for the Installation and Energizing of 750KCMIL 12kV Electrical Cable and Removal & Installation of #2 AWG 12KV Electrical Cable on Iris Ave – Perris Blvd to Lasselle Street, Project No. MVU-0006; the Installation of Electrical Conduit and Vaults on Elsworth Street – Goldencrest Drive to Corporate Center Drive, Project No. MVU-0007; the Installation of Electrical Conduit and Vaults, and the Installation and Energizing of 750KCMIL 12kV Electrical Cable on Perris Blvd – Iris Ave. to JFK Drive, Project No. MVU-0009; and the Installation of Electrical Conduit and Vaults, and the Installation and Energizing of 750KCMIL 12kV Electrical Cable on Perris Blvd – Red Maple to Groveview, Project No. MVU-0014, when the contract has been signed by all parties. (Account Nos. 602.61832, 602.61833, 602.61834 and 602.61839); and
4. Authorize the Director of Public Works/City Engineer to execute any subsequent change orders to the contract with Richard Lopez Construction up to, but not to exceed the Purchase Order Contingency authorized for the base bid amount of \$ 1,870,268.75

A.10 ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY (Report of: Public Works Department)

Recommendation:

Adopt Resolution No. 2009-115 amending the Electric Rates for Moreno Valley Utility

Resolution 2009-115

A Resolution Of The City Council Of The City Of Moreno Valley, California, To Amend The Electric Rates, And Electric Service Rules, Fees, And Charges For Moreno Valley Utility

- A.11 ACCEPTANCE OF GRANT AWARD FROM THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) OF CONSULTANT SERVICES FOR THE COMPASS BLUEPRINT STRATEGY STUDY ENTITLED "ALESSANDRO BOULEVARD CORRIDOR – RECOMMENDATIONS AND CONCEPTS FOR THE CITY OF MORENO VALLEY" AND ADOPTION OF THE RESOLUTION FOR PARTICIPATION WITH SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) AS A COMPASS BLUEPRINT DEMONSTRATION COMMUNITY (Report of: Community Development Department)

Recommendation:

1. AUTHORIZE the acceptance of the Compass Blueprint Demonstration Project Grant Award from the Southern California Association of Governments (SCAG) of consultant services for the Compass Blueprint Strategy study entitled "Alessandro Boulevard Corridor – Recommendations and Concepts for the City of Moreno Valley"; and
2. ADOPT Resolution No. 2009-116 to certify the approval of the City of Moreno Valley's support of and participation with the Southern California Association of Governments (SCAG) as a Compass Blueprint Demonstration Community.

Resolution No. 2009-116

A Resolution of the City Council of the City of Moreno Valley, California, in Support of and Participation with the Southern California Association of Governments as a Compass Blueprint Strategy Demonstration Community

- A.12 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR PUBLIC SAFETY BUILDING (PSB) RENOVATION - PROJECT NO. 08-50182327 (Report of: Public Works Department)

Recommendation:

1. Award a construction contract for \$477,000 to AVI-CON Inc. dba CA Construction (CA Construction), 981 Iowa Avenue, Suite A, Riverside, CA 92507, the lowest responsible bidder, for renovation of the Public Safety Building (PSB) Women's Locker Room and Training Center;

2. Authorize the City Manager to execute the Agreement with CA Construction;
3. Authorize the issuance of a Purchase Order to CA Construction totaling \$572,400 (\$477,000 bid plus 20% contingency) from Account No. 501.82327;
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with CA Construction, up to, but not exceeding, the contingency amount of \$95,400, subject to the approval of the City Attorney; and
5. Authorize the Public Works Director/City Engineer to incrementally accept completed portions of work and pay retainage based on the acceptance of said work in accordance with the Public Contract Code, Section 7107.

A.13 APPROVE PROPERTY CONVEYANCE AGREEMENT WITH MORENO VALLEY FESTIVAL, LTD. TO CONVEY A PORTION OF APN 481-020-024 TO THE CITY FOR LINE H FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE - PROJECT NO. 09-89791726 (Report of: Public Works Department)

Recommendation:

1. Approve the "Property Conveyance Agreement" with Moreno Valley Festival, Ltd., for the right-of-way dedication along Ironwood Avenue necessary for the construction of storm drain Line H from Heacock Street to Indian Basin; and
2. Authorize the City Manager to execute the "Property Conveyance Agreement" and authorize the City Manager to approve any changes, subject to the approval of the City Attorney.

A.14 CONSIDERATION OF AN ORDINANCE EXTENDING ORDINANCE NO. 791 WHICH EXTENDED THE EXPIRATION DATE OF CERTAIN DISCRETIONARY PERMITS OR ENTITLEMENTS APPROVED BY THE CITY ON OR AFTER JANUARY 1, 2006, AN ADDITIONAL TWELVE MONTHS (Report of: City Manager's Office)

Recommendation:

Adopt Ordinance No. 803, extending Ordinance No. 791 extending expiration date of certain discretionary permits or entitlements approved by the City on or after January 1, 2006, by an additional twelve months.

Ordinance No. 803

An Ordinance of the City Council of the City of Moreno Valley, California, Extending Ordinance No. 791, Extending the Expiration Date of Certain Discretionary Permits or Entitlements Approved by the City on or After January 1, 2006, by an Additional Twelve Months

- A.15 ORDINANCE NO. 804, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING CHAPTER 36 OF TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY ADDING A NEW SECTION 095 PROHIBITING THE STORAGE, USE, SALE, POSSESSION, AND HANDLING OF SAFE AND SANE FIREWORKS AND AMENDING SECTION 20 OF CHAPTER 36 OF TITLE 8 OF THE MORENO VALLEY MUNICIPAL CODE TO ADOPT APPENDIX CHAPTER 1 FROM THE 2007 CALIFORNIA FIRE CODE AS AMENDED BY THE CITY OF MORENO VALLEY (Report of: Fire Department)

Recommendation:

Adopt Ordinance No. 804.

Ordinance No. 804

An Ordinance Of The City Council Of The City Of Moreno Valley, California, Amending Chapter 36 Of Title 8 Of The City Of Moreno Valley Municipal Code By Adding A New Section 095 Prohibiting The Storage, Use, Sale, Possession, And Handling Of Safe And Sane Fireworks And Amending Section 20 Of Chapter 36 Of Title 8 Of The Moreno Valley Municipal Code To Adopt Appendix Chapter 1 From The 2007 California Fire Code In Its Entirety As Amended By The City Of Moreno Valley

- A.16 APPROVE PARTICIPATION IN WESTERN RIVERSIDE COUNTY COUNCIL OF GOVERNMENTS' (WRCOG) PROPOSED REGIONAL ENERGY EFFICIENCY AND WATER CONSERVATION PROGRAM, AB 811 (Report of: Public Works Department)

Recommendation:

1. Authorize the Mayor to execute the Implementation Agreement between the Western Riverside Council of Governments and the City of Moreno Valley to implement AB 811; and
2. Adopt Resolution 2009-117 consenting to inclusion of properties within the City's incorporated area in WRCOG's contractual assessment program to finance distributed generation renewable energy sources and energy efficiency improvements.

Resolution No. 2009-117

A Resolution of the City Council of the City of Moreno Valley, California, Consenting to Inclusion of Properties within the City's Unincorporated Area in the Western Riverside Council of Governments Contractual Assessment Program to Finance Distributed Generation Renewable Energy Sources and Energy Efficiency Improvements

A.17 SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND EXPENDITURE PLAN FOR FY 2009-10 (Report of: Financial & Administrative Services Department)

Recommendation:

1. Approve the Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2009-10;
2. Approve an increase of \$23,729 to the SLESF Grant Fund FY 2009-10 revenue budget (account 130.1300.4611) to reflect the FY 2009-10 allocation of \$275,851; and
3. Approve an increase of \$23,729 to the SLESF Grant Fund FY 2009-10 expenditure budget (account 130.62890.6251.252) to reflect the FY 2009-10 planned expenditure of \$275,851.

A.18 PARTICIPATION AGREEMENT WITH FRAZEE INDUSTRIES, INC. (Report of: Economic Development Department)

Recommendation:

Adopt Resolution No. 2009-118, a resolution of the City of Moreno Valley approving and authorizing a Participation Agreement with Frazee Industries, Inc.

Resolution No. 2009-118

Resolution of the City Council of the City of Moreno Valley Authorizing a Participation Agreement with Frazee Industries, Inc.

A.19 RESOLUTION ACKNOWLEDGING THE MORENO VALLEY MANAGEMENT ASSOCIATION AS THE EXCLUSIVELY RECOGNIZED EMPLOYEE ORGANIZATION REPRESENTING CERTAIN CITY EMPLOYEES (Report of: Human Resources Department)

Recommendation:

Adopt Resolution No. 2009-119 which recognizes the Moreno Valley Management Association (MVMA) as the exclusively recognized employee organization representing those employees designated as

Professional/Administrative Management (PAM) and Division Manager (DM).

Resolution No. 2009-119

A Resolution of the City Council of the City of Moreno Valley, California, Recognizing the Moreno Valley Management Association as the Exclusively Recognized Employee Organization Representing those Employees Designated as Professional/Administrative Management (PAM) and Division Managers (DM)

A.20 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:

Receive and file the Reports on Reimbursable Activities for the period of November 18 – December 1, 2009

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - SPECIAL MEETING OF NOVEMBER 23, 2009 (Report of: City Clerk's Department)

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - SPECIAL MEETING OF NOVEMBER 23, 2009 (Report of: City Clerk's Department)

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - SPECIAL MEETING OF NOVEMBER 23, 2009 (Report of: City Clerk's Department)

E. 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 Bailiff.

E.1 PUBLIC HEARING REGARDING A MAIL BALLOT PROCEEDING FOR MORENO VALLEY DISPOSAL - ASSESSOR PARCEL NUMBER 316-210-056 BALLOTING FOR NPDES (Report of: Public Works Department)

Recommendation: That the City Council:

After conducting the public hearing and accepting public testimony:

a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballot for Moreno Valley Disposal — Assessor Parcel Number (APN) 316-210-056;

b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and APN listing;

c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and

d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APN 316-210-056.

E.2 A PUBLIC HEARING REGARDING PA09-0029, A MINOR UPDATE TO THE MORENO VALLEY MUNICIPAL CODE 9.17 (LANDSCAPE REQUIREMENTS) AND LANDSCAPE STANDARDS. THE AMENDMENT PRIMARILY COVERS THE POST INSTALLATION MONITORING OF WATER USAGE AND WATER EFFICIENCY REQUIREMENTS TO ENSURE COMPLIANCE WITH STATE OF CALIFORNIA REQUIREMENTS (Report of: Community Development Department)

Recommendation: That the City Council:

1. RECOGNIZE that PA09-0029 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 of the CEQA Guidelines; and

2. Introduce Ordinance No. 806 approving PA09-0029, amending section 9.17 of Title 9 of the City of Moreno Valley Municipal Code.

Ordinance No. 806

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 9, Moreno Valley Municipal Code Regulations regarding Landscape Requirements and Landscape Standards including Water Efficiency Requirements and Monitoring of

Water Usage.

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

G. REPORTS

G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)

b) Report by Mayor Pro Tem Flickinger on Southern California Association of Governments (SCAG)

G.2 CITY COUNCIL REORGANIZATION - SELECTION OF MAYOR AND MAYOR PRO TEM (Report of: City Clerk's Department)

Recommendation: That the City Council:

Conduct the reorganization of the City Council by selecting two Council Members to serve one-year terms respectively as Mayor and Mayor Pro Tem.

G.3 APPOINTMENT TO THE ARTS COMMISSION (Report of: City Clerk's Department)

Recommendation: That the City Council:

1. Appoint one member to the Arts Commission with a term expiring June 30, 2011;
2. If appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

G.4 INTRODUCTION OF ORDINANCE REGARDING THE TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM AMENDMENT AND IMPLEMENTATION OF A ONE-YEAR TEMPORARY REDUCTION (Report of: Public Works Department)

Recommendation: That the City Council:

Introduce the proposed Ordinance No. 807, repealing and re-enacting Chapter 3.44 of the City of Moreno Valley Municipal Code authorizing participation in the Western Riverside County Transportation Uniform Mitigation Fee program, allowing for a temporary reduction in TUMF.

Ordinance No. 807

An Ordinance of the City of Moreno Valley, California, Repealing and Re-enacting Chapter 3.44 of Title 3 of the City of Moreno Valley Municipal Code, Authorizing Participation in the Western Riverside County Transportation Uniform Mitigation Fee Program and Adopting a Temporary Fee Reduction

- G.5 APPROVAL OF CHECK REGISTER FOR OCTOBER, 2009; AND CONSIDERATION OF PROPOSED DESCRIPTION REVISION ON FUTURE CHECK REGISTERS (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Adopt Resolution No. 2009-120, approving the Check Register for the month of October, 2009 in the amount of \$24,188,442.50; and

Resolution No. 2009-120

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of October, 2009

2. Authorize staff to prepare future Check Registers such that the "Description/Purpose of Payment" information is generated from the chart of accounts rather than being entered manually by staff.

- G.6 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any

individual Council member, staff member or other person.

**CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL,
COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT
AGENCY**

Materials related to an item on this Agenda submitted to the City Council/Community Services District/Community Redevelopment Agency or the Board of Library Trustees after distribution of the agenda packet are available for public inspection in the City Clerk's office at 14177 Frederick Street during normal business hours.

CLOSED SESSION

A Closed Session of the City Council, Community Services District and Community Redevelopment Agency of the City of Moreno Valley will be held in the City Manager's Conference Room, Second Floor, City Hall. The City Council will meet in Closed Session to confer with its legal counsel regarding the following matter(s) and any additional matter(s) publicly and orally announced by the City Attorney in the Council Chamber at the time of convening the Closed Session.

• PUBLIC COMMENTS ON MATTERS ON THE CLOSED SESSION AGENDA UNDER THE JURISDICTION OF THE CITY COUNCIL

There is a three-minute time limit per person. Please complete and submit a BLUE speaker slip to the City Clerk. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

The Closed Session will be held pursuant to Government Code:

1 SECTION 54956.9(a) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION

- a Case: *Moreno Valley Unified School District v. County of Riverside, a public entity; Robert E. Byrd as Auditor-Controller for the County of Riverside; Does 1-50, inclusive; City of Moreno Valley Redevelopment Agency, a California Redevelopment Agency; and Does 51-100, inclusive Real Parties in interest*
- Court: Riverside Superior Court
Case No: RIC502670

2 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 2

3 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION

Number of Cases: 2

4 SECTION 54957 - PUBLIC EMPLOYEE APPOINTMENT/ PUBLIC EMPLOYMENT

a) City Manager Recruitment

b) City Attorney Recruitment

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

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**MINUTES
JOINT MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY
BOARD OF LIBRARY TRUSTEES**

**SPECIAL MEETING – 6:30 PM
November 23, 2009**

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:32 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was led by Mayor Stewart

INVOCATION - Pastor Maria Davis, Healing Streams Church

Council:

Richard A. Stewart	Mayor
Bonnie Flickinger	Mayor Pro Tem
William H Batey II	Council Member
Jesse L Molina	Council Member
Robin N. Hastings	Council Member

Staff:

Jane Halstead	City Clerk
Julienne Clay	Administrative Assistant
Steve Elam	Financial and Administrative Services Director
Robert Hansen	Interim City Attorney
Betsy Adams	Assistant City Manager
John Anderson	PD Chief
Steve Curley	Fire Chief
Chris Vogt	Public Works Director/City Engineer
Barry Foster	Economic Development Director
Chris Paxton	Human Resources Director
Becky (Rebecca) Guillan	Library Services Division Manager
Mike McCarty	Parks & Community Services Director

JOINT CONSENT CALENDARS (SECTIONS A-D) OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, MORENO VALLEY COMMUNITY SERVICES DISTRICT, COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF

MORENO VALLEY AND THE BOARD OF LIBRARY TRUSTEES

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were from Pete Bleckert (Items A10 and C3).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF NOVEMBER 10, 2009 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.3 APPROVAL OF CHECK REGISTER FOR SEPTEMBER, 2009 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2009-110, approving the Check Register for the month of September, 2009 in the amount of \$16,078,310.78.

Resolution No. 2009-110

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of September, 2009

A.4 TRACT MAP 32834, TRACT MAP 32836, AND PARCEL MAP 34411 - EXECUTE QUITCLAIM DEEDS TRANSFERRING THE CITY'S TITLE INTEREST IN STORM DRAIN EASEMENTS TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT PER THE COOPERATIVE AGREEMENT BETWEEN CITY OF MORENO VALLEY, RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, AND BEAZER HOMES HOLDING CORP., DEVELOPER - BEAZER HOMES HOLDING CORP., BREA, CA 92821 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2009-111 authorizing the acceptance of the public storm drain easements per Irrevocable Offers of Dedications recorded as Instrument Numbers 2008-0143600, 2008-0143601, 2008-0355995, 2008-0143604, 2008-0143603,

and 2008-0143602 in the Official Records of Riverside County, California.

Resolution No. 2009-111

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Storm Drain Easements per Irrevocable Offers of Dedications Recorded as Instrument Numbers 2008-0143600, 2008-0143601, 2008-0355995, 2008-0143604, 2008-0143603, and 2008-0143602 in the Official Records of Riverside County, California and According to the Cooperative Agreement Between the Riverside County Flood Control and Water Conservation District, the City Of Moreno Valley, and Beazer Homes Holding Corp.

2. Authorize the Mayor to execute the Quitclaim Deeds transferring all right, title and interest in and to the storm drain easements per Irrevocable Offers of Dedications recorded as Instrument Numbers 2008-0143600, 2008-0143601, 2008-0355995, 2008-0143604, 2008-0143603, and 2008-0143602 in the Official Records of Riverside County, California; and
3. Direct the City Clerk to forward the signed Quitclaim Deeds and Adopted Resolution No. 2009-111 to the Riverside County Flood Control and Water Conservation District for further processing and recordation.

A.5 AUTHORIZE THE SUBMISSION OF GRANT APPLICATIONS FOR THE 2010/2011 BICYCLE TRANSPORTATION ACCOUNT (BTA) PROGRAM AND ADOPT RESOLUTION NO. 2009-112 COMMITTING TO PROVIDE A MINIMUM OF 10 PERCENT OF THE TOTAL PROJECT COST FROM LOCAL FUNDS (Report of: Public Works Department)

Recommendation:

1. Authorize the Public Works Director/City Engineer to submit the grant applications to the California Department of Transportation for the Fiscal Year 2010/2011 Bicycle Transportation Account (BTA) Program; and
2. Adopt Resolution No. 2009-112, committing to provide a minimum of 10 percent of the total project cost from local funds.

Resolution No. 2009-112

A Resolution of the City Council of the City Of Moreno Valley, California, Committing to Provide a Minimum of Ten Percent (10%) of the Bicycle Transportation Account Project Costs From

Local Funds

A.6 NOTICE OF COMPLETION AND ACCEPTANCE FOR THE PUBLIC SAFETY FACILITY PARKING LOT EXPANSION PROJECT NO. 07-50182427 (Report of: Public Works Department)

Recommendation:

1. Accept the work as complete for the Public Safety Facility Parking Lot Expansion, constructed by IAC Engineering, Inc., 1870 West Ninth Street, Upland, CA 91786;
2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code;
3. Authorize the Financial & Administrative Services Director to release the retention to IAC Engineering, Inc. thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project; and
4. Accept the improvements into the City's maintained system.

A.7 AGREEMENT FOR FIRE PROTECTION SERVICES BETWEEN THE CITY OF MORENO VALLEY AND THE COUNTY OF RIVERSIDE (Report of: Fire Department)

Recommendation:

Approve and authorize the Mayor to sign the Fire Services Cooperative Agreement between the Riverside County Fire Department and the City of Moreno Valley for Fire Protection Services.

A.9 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:

Receive and file the Reports on Reimbursable Activities for the period of November 4-17, 2009.

A.10 AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND ROBERT G. GUTIERREZ, CITY MANAGER, PROVIDING FOR THE TRANSITION OF MANAGEMENT RESPONSIBILITIES (Report of: City Attorney)

Recommendation:

Approve the Agreement between the City and Robert G. Gutierrez, City Manager, providing for the transition of management responsibilities from Mr. Gutierrez to his successor.

- A.11 APPROVAL OF THE INTERIM CITY MANAGER CONTRACT (Report of: Human Resources Department)

Recommendation:

Approve the Interim City Manager Contract

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

- B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

- B.2 MINUTES - REGULAR MEETING OF NOVEMBER 10, 2009 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

- C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

- C.2 MINUTES - REGULAR MEETING OF NOVEMBER 10, 2009 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

- C.3 AMENDED AND RESTATED NEGOTIATION AGREEMENT FOR AN AFFORDABLE HOUSING DEVELOPMENT AT THE NORTHEAST CORNER OF ALESSANDRO BOULEVARD AND DAY STREET (Report of: Economic Development Department)

Recommendation:

Approve the Amended and Restated Negotiation Agreement to extend the term of the existing Negotiation Agreement between the Community Redevelopment Agency Board of the City of Moreno Valley (RDA) and Palm Desert Development Company (PDDC) for an affordable housing development project to be situated at the northeast corner of Alessandro Boulevard and Day Street.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF NOVEMBER 10, 2009 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A1 – D2, except Item A8, which was pulled for separate discussion/action. Motion by m/Mayor Pro Tem Bonnie Flickinger, s/Council Member William H. Batey II
Approved by a vote of 5-0.

E. PUBLIC HEARINGS – NONE

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

A.8 PARTICIPATION AGREEMENT WITH MVP EV, INC. (Report of: Economic Development Department)

Recommendation:

Adopt Resolution No. 2009-113, a resolution of the City of Moreno Valley approving and authorizing a Participation Agreement with MVP EV, Inc.

Resolution No. 2009-113

A Resolution of the City Council of the City of Moreno Valley Authorizing a Participation Agreement with MVP EV, Inc.

Mayor Stewart opened the item for public comments; there being none, public comments were closed.

Motion to approve Resolution as amended to include the following: “Section 3. The City Council authorizes the City Manager to enter into an Owner Participation Agreement with MVP EV, Inc., a California Corporation, in substantial conformance with the Owner Participation Agreement attached to the Resolution.” by m/Mayor Pro Tem Bonnie Flickinger, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G. REPORTS

- G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
- a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)

Mayor Stewart gave an update on the March Healthcare project, which includes a hospital, an assisted living facility, nursing homes, outpatient and inpatient continuing care, a state-of-the-art dental facility, and expansion of Cross Word Church. The proposal was considered by the full body of the March Joint Power Commission at the last meeting. Finances and other details are still being worked out. The new hospital named March Memorial Community Hospital will have an emergency room, thus reducing the emergency response time for residents. This is a fantastic project that will bring thousands of jobs to the area.

- G.2 APPOINTMENT TO THE PARKS AND RECREATION COMMISSION (TEENAGE MEMBER) (Report of: City Clerk's Department)

Recommendation: That the City Council:

1. Appoint Capri Jefferson to the Parks and Recreation Commission as a teenage member for a term expiring November 25, 2012, or until high school graduation, whichever comes first;
2. If an appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

Motion to Approve by m/Mayor Pro Tem Flickinger, s/Council Member William H. Batey II
Approved by a vote of 5-0.

- G.3 PUBLIC MEETING REGARDING A MAIL BALLOT PROCEEDING FOR MORENO VALLEY DISPOSAL—ASSESSOR PARCEL NUMBER 316-210-056 BALLOTING FOR NPDES (Report of: Public Works Department)

Recommendation: That the City Council:

Accept public comments regarding the mail ballot proceeding for Moreno Valley Disposal—Assessor Parcel Number (APN) 316-210-056 for approval of the National Pollutant Discharge Elimination System (NPDES) maximum commercial/industrial regulatory rate.

Mayor Stewart opened the agenda item for public comments; there being none, public comments were closed.

No action required.

G.4 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

Assistant City Manager announced the following:

- 1) The new interim City Manager William Bopf started his work today
- 2) Responded to inquiry from Mayor Stewart – City's participation in the AB 811 energy efficiency and water conservation program developed by WRCOG has been scheduled for the December 8 agenda for official Council action

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION – NONE

H.2 ORDINANCES - 2ND READING AND ADOPTION – NONE

H.3 ORDINANCES - URGENCY ORDINANCES – NONE

H.4 RESOLUTIONS – NONE

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

CLOSING COMMENTS AND/OR REPORTS OF THE CITY COUNCIL, COMMUNITY SERVICES DISTRICT, OR COMMUNITY REDEVELOPMENT AGENCY

CLOSED SESSION - canceled

ADJOURNMENT

Motion to adjourn the meeting by Council Member William H. Batey, seconded by Council Member Jesse L. Molina.
Approved by a 5-0 vote.

There being no further business to conduct, the meeting was adjourned at 7:04 p.m. by unanimous informal consent.

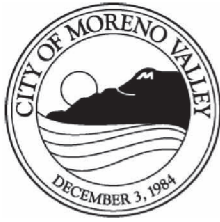
Submitted by:

Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

Richard A. Stewart
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RA</i>
CITY MANAGER	<i>RA</i>

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: December 8, 2009

TITLE: PA07-0139 & PA07-0140 COMMERCIAL BUILDINGS – REDUCE FAITHFUL PERFORMANCE CASH SECURITY AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY’S MAINTAINED STREET SYSTEM

DEVELOPER - PERRIS ALESSANDRO LLC
10537 SANTA MONICA BOULEVARD
SUITE 350
LOS ANGELES, CA 90025

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2009-114 authorizing the acceptance of the public improvements within PA07-0139 & PA07-0140 as complete and accepting the portion of Perris Boulevard associated with the project into the City’s maintained street system.
2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance cash security, exonerate the Material and Labor cash security in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance cash security in one year when all clearances are received.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

PA07-0139 & PA07-0140 are two commercial buildings located on the east side of Perris Boulevard, south of Alessandro Boulevard and were conditionally approved requiring construction of certain public improvements. The public improvements included pavement grind and overlay, curb, gutter, sidewalk, parkway drains, driveway approaches, access ramps, and water and sewer facilities. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

DISCUSSION

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance cash security of \$104,000. Ninety days after City Council approves the Faithful Performance cash security reduction, the Material and Labor cash security will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the cash security will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the remaining cash security will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

ALTERNATIVES

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within PA07-0139 & PA07-0140 as complete and accepting the portion of Perris Boulevard associated with the project into the City's maintained street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance cash security, exonerate the Material and Labor cash security in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance cash security in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*
2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within PA07-0139 & PA07-0140 as complete and accepting the portion of Perris Boulevard associated with the project into the City's maintained

street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance cash security, exonerate the Material and Labor cash security in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance cash security in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

FISCAL IMPACT

The acceptance of these street improvements into the City's maintained street system will create an additional fiscal impact to the street maintenance program of the City (Fund 121-Gas Tax, Fund 125-Measure "A", and Fund 152-NPDES).

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

Exhibit "A" - Vicinity Map
Exhibit "B" - Proposed Resolution

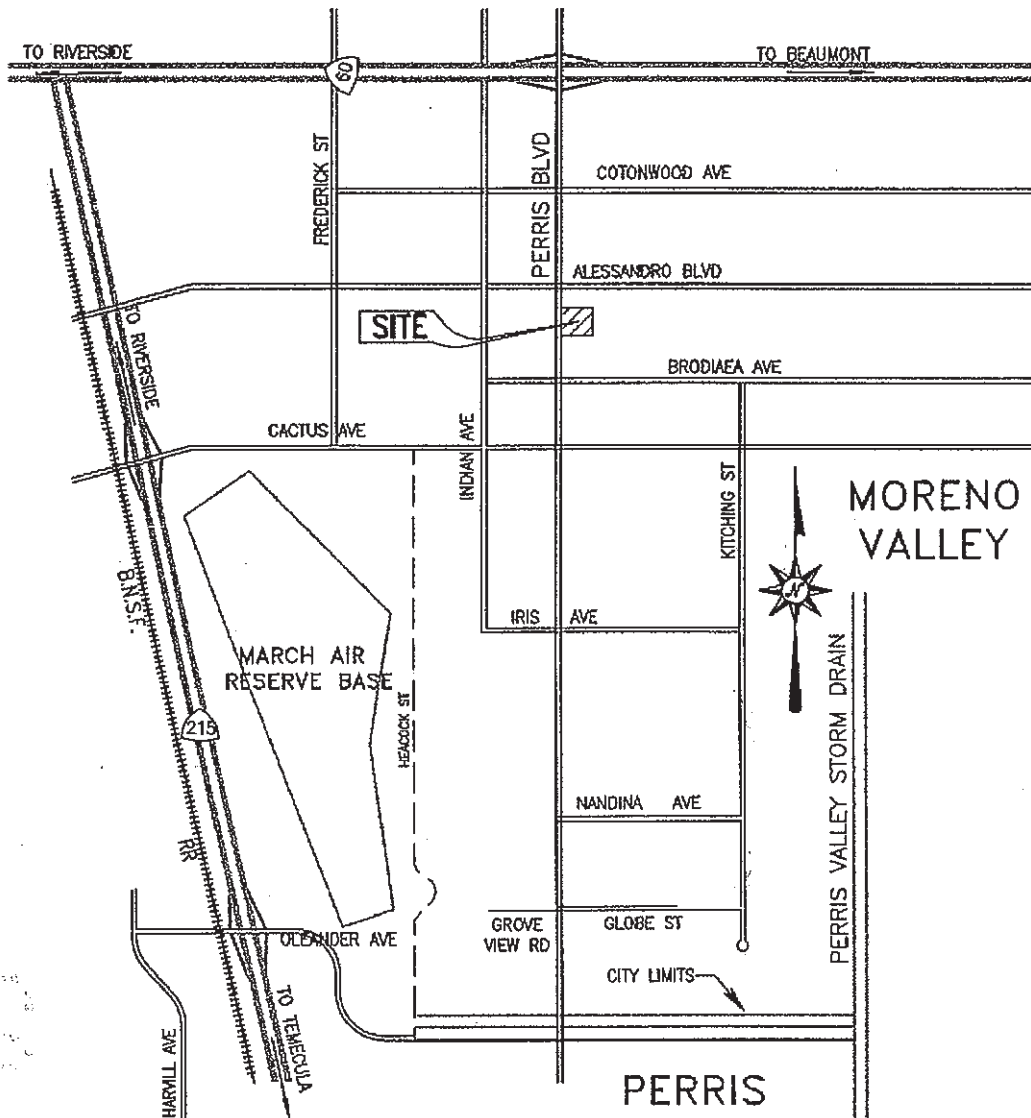
Prepared By
Anitra N. Holt
Management Analyst

Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

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

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2009\12-8-09 PA07-0139 & PA07-0140 - 90% Cash Security Reduction.doc



VICINITY MAP

NTS

POR. NW 17 T.3S. R.3W. SEC 17

**CITY OF MORENO VALLEY
PUBLIC WORKS - LAND DEVELOPMENT
EXHIBIT A**

**PA07-0139
VICINITY MAP**

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RESOLUTION NO. 2009-114

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PA07-0139 & PA07-0140, AND ACCEPTING THE PORTION OF PERRIS BOULEVARD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by Perris Alessandro LLC on the portion of Perris Boulevard associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has determined that those improvements were inspected during construction and were completed in an acceptable manner, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within PA07-0139 & PA07-0140, and accept the portion of Perris Boulevard associated with the project into the City's maintained street system, and

WHEREAS, it is in accordance with Streets and Highway Code, Section 1806, (a) and (b), for City Council to perform this action by resolution,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moreno Valley that the public improvements within PA07-0139 & PA07-0140 are complete, and the portion of Perris Boulevard associated with the project are accepted into the City's maintained street system.

APPROVED AND ADOPTED this 8th day of December, 2009.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

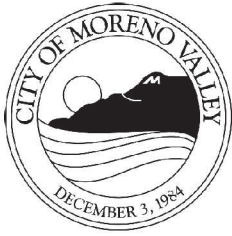
City Attorney

EXHIBIT "B"

RESOLUTION JURAT

[Clerk's office will prepare]

[NOTE: Any attachments or exhibits to this resolution should follow this jurat.]



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RA</i>
CITY MANAGER	<i>RA</i>

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: December 8, 2009

TITLE: APPROVE AGREEMENTS WITH EASTERN MUNICIPAL WATER DISTRICT (EMWD) FOR THE SR-60/NASON INTERCHANGE IMPROVEMENT PROJECT -- PROJECT NO. 98-25897

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "Reimbursement Agreement – Relocation of Waterline Valves" with Eastern Municipal Water District (EMWD) for the relocation of two water valve clusters located along the right shoulder of East Bound SR-60 by EMWD for the SR-60/Nason Street Interchange Improvement project.
2. Approve "Utility Agreement No. 08-UT-21011" with EMWD to relocate utilities for the SR-60/Nason Street Interchange Improvement project.
3. Authorize the City Manager to execute the "Reimbursement Agreement – Relocation of Waterline Valves" and "Utility Agreement No. 08-UT-21011" in the forms attached hereto upon concurrence by EMWD, and authorize the City Manager to approve any changes that may be requested by EMWD or the City, subject to the approval of the City Attorney.
4. Authorize a Change Order to increase Purchase Order No. 37223 by \$368,000 (\$320,000 plus 15% contingency) (Account No. 125.89720).
5. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreements with EMWD up to, but not to exceed the contingency amount of \$48,000, subject to the approval of the City Attorney.

BACKGROUND

The overall purpose of the Route 60/Nason Street Interchange Improvement project is to improve the SR-60/Nason Street interchange ramps through reconstruction and realignment, while providing a design that will accommodate future ultimate bridge widening improvements needed to serve anticipated future traffic demand.

Right-of-way acquisition is nearing completion. Utilities must be relocated in order to obtain right-of-way certification from Caltrans. Relocation plans for Southern California Edison (SCE), EMWD and Verizon have been completed. Verizon and EMWD have completed their advance relocations, and SCE's Rule 20B project is expected to be completed by January 2010.

The City Council approved a "Reimbursement Agreement -- Relocation of Waterline within Fir Avenue" with EMWD on March 10, 2009, for abandonment of the existing waterline along SR-60 and construction of a replacement line in Fir Avenue.

DISCUSSION

The "Reimbursement Agreement – Relocation of Waterline Valves" identifies the financial responsibilities, schedule and other arrangements between the City and EMWD for the relocation of two 12" water mainline valve clusters. The valves are currently located within the proposed right-of-way for the interchange and must be relocated. The valve clusters represent the final portion of EMWD's relocation for the SR-60/Nason project. The "Utility Agreement" is required by Caltrans in order to obtain the right-of-way certification necessary for the project to be advertised for construction.

As part of the same EMWD project, EMWD has decided to jack and bore a 32" steel casing for a new 24" waterline pipe across the SR-60 right of way at Green Mountain Drive at their expense. EMWD will be responsible for all costs associated with installing the line. The new pipe provides EMWD the ability to enhance water circulation during and after construction of the SR-60/Nason project.

EMWD has agreed to advertise, award, and administer the valve cluster relocation and the 24-inch waterline pipe work as a whole, including construction administration, surveying and material testing and will be responsible for any additional costs associated with EMWD's work. EMWD will provide as-built plans, quality assurance and oversight of all work done by EMWD.

ALTERNATIVES

1. Approve the "Reimbursement Agreement – Relocation of Waterline Valves" with Eastern Municipal Water District (EMWD) for the relocation of two water valve clusters located along the right shoulder of East Bound SR-60 by EMWD for the SR-60/Nason Street Interchange Improvement project; approve "Utility Agreement No. 08-UT-21011" with EMWD to relocate utilities for the SR-

60/Nason Street Interchange Improvement project; authorize the City Manager to execute the “Reimbursement Agreement – Relocation of Waterline Valves” and “Utility Agreement No. 08-UT-21011” in the forms attached hereto upon concurrence by EMWD, and authorize the City Manager to approve any changes that may be requested by EMWD or the City, subject to the approval of the City Attorney; authorize a Change Order to increase Purchase Order No. 37223 by \$368,000 (\$320,000 plus 15% contingency) (Account No. 125.89720); and authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreements with EMWD up to, but not to exceed the contingency amount of \$48,000, subject to the approval of the City Attorney. *This alternative allows the City to complete the SR-60/Nason Street Interchange Improvement Project on schedule.*

2. Do not approve the “Reimbursement Agreement – Relocation of Waterline Valves” with Eastern Municipal Water District (EMWD) for the relocation of two water valve clusters located along the right shoulder of East Bound SR-60 by EMWD for the SR-60/Nason Street Interchange Improvement project; do not approve “Utility Agreement No. 08-UT-21011” with EMWD to relocate utilities for the SR-60/Nason Street Interchange Improvement project; do not authorize the City Manager to execute the “Reimbursement Agreement – Relocation of Waterline Valves” and “Utility Agreement No. 08-UT-21011” in the forms attached hereto upon concurrence by EMWD, and do not authorize the City Manager to approve any changes that may be requested by EMWD or the City, subject to the approval of the City Attorney; do not authorize a Change Order to increase Purchase Order No. 37223 by \$368,000 (\$320,000 plus 15% contingency) (Account No. 125.89720); and do not authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreements with EMWD up to, but not to exceed the contingency amount of \$48,000, subject to the approval of the City Attorney. *This alternative will delay the construction of needed utility relocations for the SR-60/Nason Street Interchange Improvement Project.*

FISCAL IMPACT

The Agreement allows the City to proceed with the utility relocation phase of this project. The project is funded using federal funds and matching Measure “A” funds (Fund 125). The City has successfully obtained approximately \$7.4 million of federal funds, portions of which have been used for design and right-of-way. Remaining federal funds for construction consist of Surface Transportation Program (\$1.77 million) and Transportation Efficiency Act of the 21st Century (\$4.5 million) demonstration funds. Since EMWD has prior rights, the agreement requires that the City fund 100% of the SR-60/Nason-related construction cost, including the preparation of plans and specifications.

Once EMWD obtains approval from the City, EMWD can proceed to award the project. The project is expected to be constructed concurrently with the SR-60/Nason Street Interchange Improvement project.

Portions of the project are also eligible for Transportation Uniform Mitigation Fee funding (TUMF), and it is anticipated the balance of construction will be funded using Measure "A" funds. There is no impact to the General Fund.

FY 2009/2010 BUDGETED FUNDS

TEA 21 Demonstration Funds (125.66929)	\$ 4,500,000
STPL Discretionary Funds (125.67029)	\$ 1,770,000
Measure "A" Funds (125.89720)	\$ 7,435,000
Total Available Funds	\$13,705,000

FY 2009/2010 ESTIMATED RELOCATION & CONSTRUCTION COSTS

Estimated Interchange Construction Costs	\$ 9,000,000
Advance Utility Relocation – EMWD & SCE.....	\$ 1,383,000
Utility Relocation - SCE.....	\$ 200,000
Utility (Valve Cluster) Relocation - EMWD	\$ 368,000
Habitat Mitigation and Monitoring.....	\$ 345,000
Remaining Interchange Right-of-Way Acquisition	\$ 1,891,000
Total Estimated Costs.....	\$13,187,000

ANTICIPATED PROJECT SCHEDULE

Advance Utility Relocation Phase	May 2009 to January 2010
Interchange Construction	March 2010 to February 2011

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.

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.

SUMMARY

This Reimbursement Agreement is required by the CITY and EMWD and sets forth the details of the City’s and EMWD’s responsibilities pertaining to the utility relocation construction activities for the proposed SR-60/Nason Interchange improvement project.

The Utility Agreement is required by Caltrans in order to obtain right-of-way certification. To complete the EMWD relocation, a Change Order to increase Purchase Order No. 37233 by \$368,000 (\$320,000 plus 15% contingency) is needed.

ATTACHMENTS

Attachment "A" – Reimbursement Agreement – Relocation of Waterline Valves

Attachment "B" – Utility Agreement No. 08-UT-21011

Prepared By:
 Margery A. Lazarus
 Senior Engineer, P.E.

Department Head Approval
 Chris A. Vogt, P.E.
 Public Works Director/City Engineer

Concurred By:
 Prem Kumar, P.E.
 Deputy Public Works Director/Assistant City Engineer

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

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REIMBURSEMENT AGREEMENT
RELOCATION OF WATERLINE VALVES

This Agreement is made and entered into this _____ day of _____, 2009, by and between EASTERN MUNICIPAL WATER DISTRICT, a public agency (hereinafter "District"), and the CITY OF MORENO VALLEY, an incorporated municipality (hereinafter "City").

RECITALS

WHEREAS, in December 2009 City intends to solicit bids for the modification of the east and west bound on and off ramps located at Nason Street and State Route 60 in the City of Moreno Valley; and

WHEREAS, the City's project will require the relocation of District's existing water valves located along the south side of the SR 60 at Green Mountain Dr. and Oliver St.

WHEREAS, at the City's request, District will advertise for bids to relocate the water valves at City's expense.

WHEREAS, District plans to jack and bore a 32" steel casing for a 24" CML&C waterline pipe across the SR 60 right of way at the District's expense as part of the same project. Said improvements, hereinafter referred to as the "Project" are shown and depicted on Exhibit "A"; and

WHEREAS, the purpose of this Agreement is to set forth financial and other terms and conditions associated with the construction of the Project by District.

NOW, THEREFORE, in consideration of the above recited premises, together with the mutual covenants herein contained, it is mutually agreed as follows:

AGREEMENT

1. DESCRIPTION OF WORK.

District shall be responsible for the construction of the Project, the preliminary cost estimate of which is \$715,453.56 as developed and shown on attached Exhibit "C."

The work consists of the following:

- Relocation of approximately three water valves on an existing 12" waterline located within a District easement south of SR-60 and west of Nason Street at Green Mountain Dr.

Attachment "A"

- Relocation of approximately three water valves on an existing 12" waterline located within a District easement south of SR-60 and east of Nason Street at Oliver St. The work at Oliver St includes extending an existing 32" steel casing and pipelines.
- Jack and bore a 32" steel casing with a 24 CML& C waterline across the SR60 Right of Way.

2. FINANCIAL OBLIGATIONS AND RESPONSIBILITIES.

- City will pay for any/all costs for relocation work including but not limited by the following: control, strategy, and temporary pumps.
- District shall pay for any/all costs related to the 24" bore and Jacking.
- City shall be responsible to reimburse District for the cost of relocating the valves outside state right of way. The estimated cost is \$320,000.00.
- Neither City nor District will assess permit fees or additional plan check fees to each other.

City agrees to pay District the contract item bid amount shown on Exhibit "B" for the valve relocation work within 45 days of receipt of District's invoice for District's low bid construction contract.

3. CONSTRUCTION BIDS AND AWARD.

Upon receipt of the bids and acceptance of the lowest responsive, responsible bid, District shall notify City of its identified portion of the construction costs and, upon approval by City, in writing, authorize District to award the contract. City shall notify District of its decision no later than ten (10) days after City's receipt of bid selection from District.

4. CONSTRUCTION TIMELINE.

District shall complete construction of the Project no later than July 31, 2010. In this regard, liquidated damages will be assessed to the District's contractor for all time delays beyond the contract working days.

5. CONSTRUCTION PLANS AND SPECIFICATIONS.

District will provide the construction plans for the entire Project and technical specifications for the Project. District will provide as-built drawings to City within 30 calendar days after completion of Project construction.

6. NEPA AND CEQA

District shall be individually responsible for compliance with the State of California, and the Federal Environmental Acts as these acts pertain to the entire improvement project.

7. CONSTRUCTION AND INSPECTION RESPONSIBILITIES

All District facilities furnished, constructed, and installed by the Contractor shall be installed in strict compliance with the Plans and Specifications approved by District.

All materials furnished by the Contractor must conform to District's approved material list. Any and all deviations from said Plans and Specifications must be approved by District, in writing, prior to being made.

District shall be responsible to construct all District facilities and the performance of the involved work by the Contractor for compliance with the approved Construction Plans and Specifications. It is specifically understood that District's inspection, surveying, and material testing personnel shall have the authority to enforce District's Construction Plans and Specifications for the involved facilities, which authority shall include the authority to require that any and all unacceptable materials, workmanship and/or installation be replaced, repaired or corrected by District's contractor without cost to City. All contract administration and construction administration costs incurred by District will be paid solely by District.

District and City shall provide reasonably expeditious submittal review and responses to requests for information in a timely manner (10 working days or less). Both District and City agree to cooperate with each other to complete the project in an expeditious manner.

The parties agree that coordinating their respective projects is critical to avoiding conflicts, delays, and additional costs. The District, City representatives, and their project managers therefore agree to meet twice a month to discuss the progress and issues surrounding the projects and construction schedules. The District and the City shall discuss in advance who should attend the meetings, how often additional meetings should occur (may vary at different stages of the project), and provide ample notification to allow for attendance of all required individuals. The District shall place their respective contractor under the foregoing notices through their respective contract with the contractor.

The District's inspector shall maintain good communication/coordination between the City and the Contractor to keep all parties informed of the construction activities and any conflicts discovered during construction. If utility conflicts are encountered the District shall work with said utility company to redesign/resolve the conflicts expeditiously in order to meet the project schedule.

City reserves the right to proceed with the Nason SR 60 Ramp Modification Project concurrently with District's project. District agrees to insert a cooperation clause into District's construction contract.

8. RECIPROCAL INDEMNIFICATION

District' Contractor and the City, the Moreno Valley Community Services District (CSD), and the Moreno Valley Community Redevelopment Agency (RDA) each hereby agree to indemnify, defend, save and hold harmless the other party and their respective officers, agents, servants and employees, of and from any liabilities, claims, demands, suits, action and cause of action arising out of or in any manner connected with any act or omission of such indemnifying party, performed in connection with such party's duties and obligations hereunder.

9. DISTRICT TO PROVIDE INSURANCE

For the period during which District or its contractor(s) controls the job site, District will require that the contractor shall provide, for the entire period of construction, a policy of Workers' Compensation Insurance and Comprehensive General Liability Insurance with coverage broad enough to include the contractual obligation it may have under the construction contract and having a combined single limit of liability in the amount of \$2,000,000 covering City, the Moreno Valley Community Services District (CSD), and the Moreno Valley Community Redevelopment Agency (RDA) and District's officers, employees and agents as additional insured.

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 Community Redevelopment Agency of the City of Moreno Valley, 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 Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents, under any third party liability policy."

10. CITY TO PROVIDE PROFESSIONAL SERVICES

For the period during which District or its Contractor controls the job site, City/District shall provide, or cause to be provided, for the entire period of construction, professional services for project management and plan conformance. Any District changes requiring design services will be paid by District and any City changes requiring design services will be paid by the City.

District reserves the right to utilize professional services not under Agreement with City for the water facility work without cost to City.

11. SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of and be binding on each of the parties and their successors and assigns.

12. EFFECTIVE DATE

This Agreement shall become effective upon acceptance hereof by City and District and by execution by their respective authorized representatives.

13. RESCISSION

In the event said improvements are constructed by a developer prior to construction by District, this Agreement between City and District shall be rescinded.

14. NOTICES

All notices under this Agreement shall be sent as follows:

EMWD: Eastern Municipal Water District
2270 Trumble Road
P.O. Box 8300
Perris, CA 92572-8300
ATTN: Severino Mendoza, Senior Civil Engineer

CITY: City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552-0805
ATTN: Margery Lazarus, Senior Engineer, P.E.

Either party may change its address for notices by notifying the other party. All notices given at the most recent address specified shall be deemed to have been properly given.

15. PRIOR RIGHTS

EMWD's existing water valves were constructed under a grant of easement recorded on December 13, 1962 in Book 3280 at Page 469 of Official Records of Riverside County. The relocated valves will remain in the same District easement

areas. It is the intent of this agreement to acknowledge and preserve EMWD's historical rights in these easement areas.

Therefore, the relocated water valves will be considered to have prior rights over future construction projects within the easement areas.

16. GENERAL

This Agreement contains the entire agreement between the parties with respect to the matters herein provided for and may only be amended by a subsequent written Agreement executed by all parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute a single Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date indicated above.

CITY OF MORENO VALLEY

EASTERN MUNICIPAL WATER DISTRICT

By: _____
City Manager

By: _____
Anthony J. Pack, General Manager

Dated: _____

Dated: _____

APPROVED AS TO FORM:

ATTEST:

City Attorney

Rosemarie V. Howell, Board Secretary

Attachments: Exhibit "A" – Draft Project Plans
Exhibit "B" – Preliminary Engineer's Estimate

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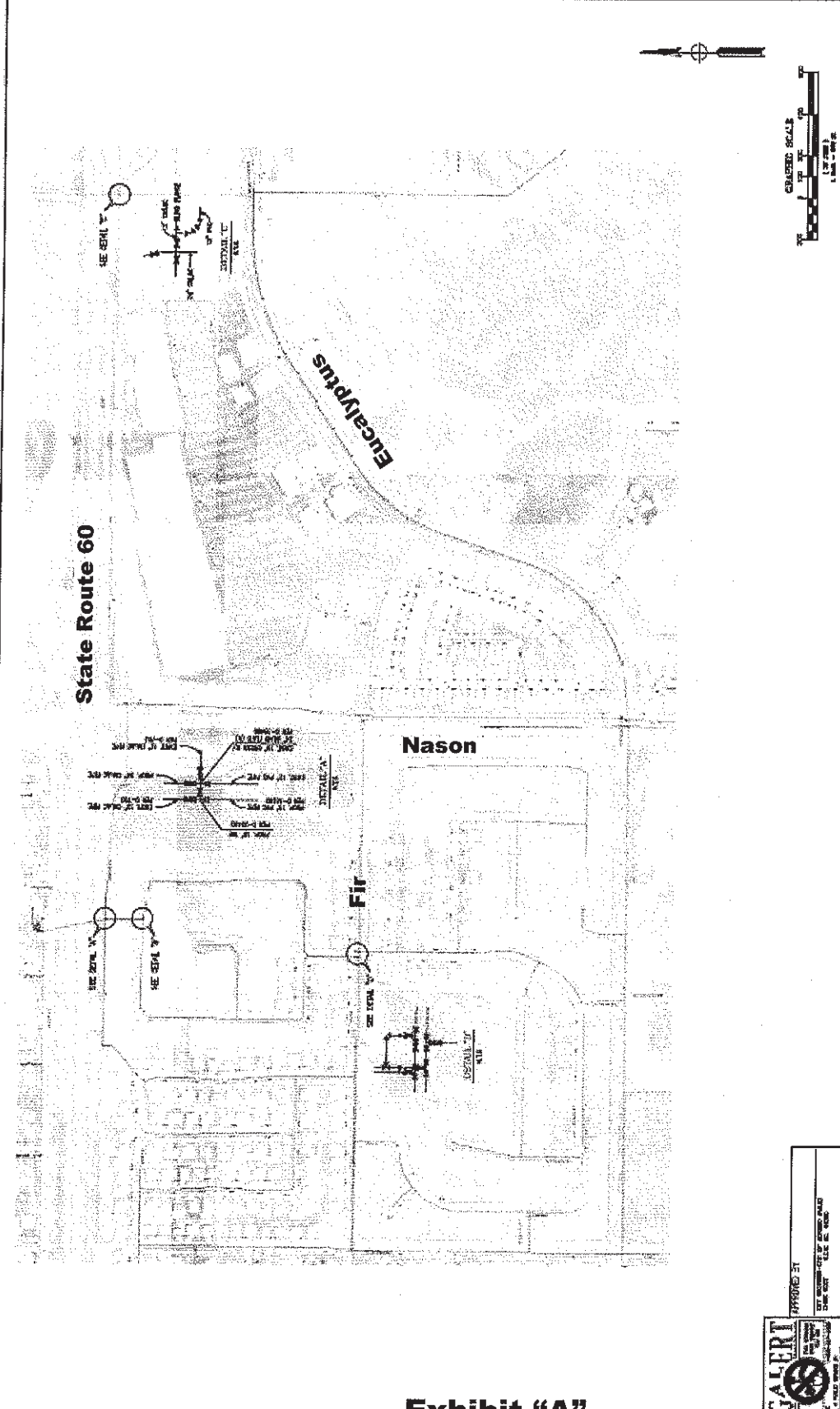


Exhibit "A"

DATE	11.14.10
SCALE	AS SHOWN
PROJECT	VALVE RELOCATION PLAN
DATE	11.14.10
SCALE	AS SHOWN
PROJECT	VALVE RELOCATION PLAN

MEASURED: SCALE 8/2009

TGA TRANSPORT & COMMERCIAL PLANNING AND CIVIL ENGINEERS
700 S. G ST. SUITE 100
SAN ANTONIO, TX 78217
PHONE: (214) 448-1171
FAX: (214) 448-1172

PROJECT: VALVE RELOCATION PLAN

DATE: 11/14/10

DATE	
SCALE	
PROJECT	
DATE	
SCALE	
PROJECT	



DATE: 11/14/10

SCALE: AS SHOWN

PROJECT: VALVE RELOCATION PLAN

DATE: 11/14/10

SCALE: AS SHOWN

PROJECT: VALVE RELOCATION PLAN

**1967 Zone - 24-inch Crossing and Valve Relocation Project
Preliminary Construction Cost Estimate**

24" Crossing

Description	Qty	Unit	Unit Cost	Amount
12" Water Line	15	LF	\$31	\$465
18" Water Line	95	LF	\$43	\$4,085
24" Water Line	263	LF	\$47	\$12,361
12" Valve	1	EA	\$1,200	\$1,200
16" Valve	1	EA	\$2,800	\$2,800
18" Valve	1	EA	\$10,000	\$10,000
24" Valve	1	EA	\$25,000	\$25,000
16"x24" Increaser	1	EA	\$3,000	\$3,000
18"x24" Increaser	1	EA	\$4,000	\$4,000
12"x12" Cut-In Tee	1	EA	\$2,500	\$2,500
24"x24" Cut-In Tee	1	EA	\$8,000	\$8,000
32" Steel Casing (Bore & Jack)	220	LF	\$300	\$66,000
30'x20' Boring Pit	2	EA	\$75,000	\$150,000
Traffic Control on Elder Ave.	1	LS	\$2,700	\$2,700
Misc. Appurtenances	1	LS	\$10,000	\$10,000
Sub-total =				\$302,111

Valve Relocation #1 (within Tract)

Description	Qty	Unit	Unit Cost	Amount
Relocate 12" Valve	2	EA	\$10,000	\$20,000
Relocate 18" Valve	2	EA	\$20,000	\$40,000
Casing Extension (12" Exist. Pipe)	15	LF	\$250	\$3,750
Pipe Reconfigurations	1	LS	\$30,000	\$30,000
Pavement Replacement	1	LS	\$5,000	\$5,000
Misc. Appurtenances	1	LS	\$5,000	\$5,000
Sub-total =				\$103,750

Valve Relocation #2 (near Oliver St.)

Description	Qty	Unit	Unit Cost	Amount
Relocate 12" Valve	1	EA	\$20,000	\$20,000
Relocate 24" Valve	2	EA	\$25,000	\$50,000
24"x12" Cut-In Tee	1	EA	\$6,000	\$6,000
12" Pipe	40	LF	\$31	\$1,240
Casing Extension (24" Exist. Pipe)	15	LF	\$400	\$6,000
Misc. Appurtenances	1	LS	\$5,000	\$5,000
Sub-total =				\$88,240

General

Description	Qty	Unit	Unit Cost	Amount
12" Pipe Abandonment (CDF Fill)	4900	LF	\$220 /cy	\$31,342
Interim (temporarily during construction effort) - Bypass Pump Station provided by Godwin Pumps Dri-Prime Model HL250M 12-inch Pumpset 4,000 gpm (estimate 3 weeks)	3	week	\$8,640	\$25,920
Tree Removal	2	EA	\$3,000	\$6,000
Misc. Traffic Control	1	LS	\$5,000	\$5,000
Misc. demolition and salvage	1	LS	\$10,000	\$10,000
Sub-total =				\$78,262

Sub-Total All Improvements = \$572,363

Contingency (25%) = \$143,090.71

Total Improvements = \$715,453.56

*Preliminary estimate to be reconciled based on final design, actual cost, and in accordance with agreement between EMWD and City of Moreno Valley.

Exhibit "B"

Dist. 8	County RIV	Route SR-60	KP (P.M.) 29.1(18.1) / 30.4(18.9)	EA 323001
Federal Aid No.:		HP21STPL-0027 (012)		
Owner's File:		D-32555a		
FEDERAL PARTICIPATION: On the Project				<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
On the Utilities				<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

UTILITY AGREEMENT NO: 08-UT-21011

DATE: October 28th 2009

The City of Moreno Valley, hereinafter called "CITY", proposes to improve the existing freeway on State Route 60 (SR-60) in Riverside County, from 2.8-kilometers East of Perris Boulevard to 0.4-kilometers West of Moreno Beach Drive, and Nason Street, from Fir Avenue to Elder Avenue, in the City of Moreno Valley, California. Proposed improvements include the reconstruction and realignment of all four Nason Street/SR-60 freeway ramps with auxiliary lanes at the eastbound on-ramp and the westbound off-ramp, installation of signalization at the ramp/Nason Street intersections, and widening of Nason Street between eastbound ramps and Fir Avenue. Although the new ramps will be designed to accommodate the future four-lane Nason Street overcrossing bridge, the overcrossing bridge replacement will be completed at a future date, as a separate project. Other minor improvements include sidewalks, drainage modifications, curb and gutter, lighting, landscaping, and roadway re-striping. **Eastern Municipal Water District hereinafter called "OWNER," owns and maintains the underground water lines and facilities within the limits of CITY's project which requires to be relocated prior to construction of the interchange to accommodate CITY's project.**

It is hereby mutually agreed that:

I. WORK TO BE DONE

In accordance with Notice to Owner No. 21011 dated October 28th 2009, OWNER shall relocate the existing water facilities in the vicinity of the project limit as depicted in the relocation plan. All work shall be performed substantially in accordance with CITY'S contract plans U-1 to U-6 for the improvement of State Route 60, EA 08-323001, dated March 4, 2009, consisting of six sheets, and OWNER's Plan No. D-32555a, dated December 22, 2008 consisting of two sheets, and Plan No. (TBD), consisting of three sheets a copy of which is on file in the City Hall of the City of Moreno Valley at 14177 Frederick Street, Moreno Valley, CA 92552. Deviations from the OWNER's plan described above initiated by either the CITY or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the CITY and acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

II. LIABILITY FOR WORK

The existing facilities are lawfully maintained in their present location and qualify for relocation at the CITY expense under the provisions of Section 702 of Streets and Highways Code.

Attachment "B"

UTILITY AGREEMENT NO. 21011

III. PERFORMANCE OF WORK

OWNER agrees to perform the herein described work with its own forces or to cause the herein described work to be performed by the OWNER's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.

Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

IV. PAYMENT FOR WORK

The CITY shall pay its share of the actual and necessary cost of the herein described work within 45 days after receipt of five (5) copies of OWNER's itemized bill, signed by a responsible official of OWNER's organization and prepared on OWNER's letterhead, compiled on the basis of the actual and necessary cost and expense incurred and charged or allocated to said work in accordance with the uniform system of accounts prescribed for OWNER by the California Public Utilities Commission, Federal Energy Regulatory Commission or Federal Communication Commission, whichever is applicable.

It is understood and agreed that the CITY will not pay for any betterment or increase in capacity of OWNER's facilities in the new location and that OWNER shall give credit to the CITY for the "used life" or accrued depreciation on the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by OWNER.

Not more frequently than once a month, but at least quarterly, OWNER will prepare and submit progress bills for costs incurred not to exceed OWNER's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by CITY of documentation supporting the cost increase and after an Amendment to this Agreement has been executed by the parties to this Agreement.

The OWNER shall submit a final bill to the CITY within 360 days after the completion of the work described in Section I above. If the CITY has not received a final bill within 360 days after notification of completion of OWNER's work described in Section I of this Agreement, and CITY has delivered to OWNER fully executed Director's Deeds, Consents to Common Use or Joint Use Agreements as required for OWNER's facilities, CITY will provide written notification to OWNER of its intent to close its file within 30 days and OWNER hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned. If the CITY processes a final bill for payment more than 360 days after notification of completion of OWNER's work, payment of the late bill may be subject to allocation and/or approval by the California Transportation Commission.

The final billing shall be in the form of an itemized Statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the CITY shall not pay final bills which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the OWNER and approval of documentation by CITY. Except, if the final bill exceeds the OWNER's estimated costs solely as the result of a revised Notice to Owner as provided for in Section I, a copy of said revised Notice to Owner shall suffice as documentation. In either case, payment of the amount over the estimated cost of this Agreement may be subject to allocation and/or approval by the California Transportation Commission.

UTILITY AGREEMENT NO.
21011

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an Amended Agreement shall be executed by the parties to this Agreement prior to the payment of the OWNER's final bill. Any and all increased in costs that are the direct result of deviations from the work described in Section I of this Agreement, shall have the prior concurrence of CITY.

Detailed records from which the billing is compiled shall be retained by the OWNER for a period of three years from the date the final payment and will be available for audit by City and/or Federal auditors. Owner agrees to comply with Contract Cost Principles and Procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter , Part 645 and/or 18 CFR, Chapter 1, Parts 101, 201, et al. If a subsequent City and/or Federal audit determines payments to be unallowable, OWNER agrees to reimburse CITY upon receipt of CITY billing.

V. GENERAL CONDITION

All costs accrued by OWNER as a result of CITY'S request of April 21, 2008 to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If CITY'S project which precipitated this Agreement is cancelled or modified so as to eliminate the necessity of work by OWNER, CITY will notify OWNER in writing CITY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

All obligations of CITY under the terms of this Agreement are subject to the passage of the annual Budget Act by the State Legislature and the allocation of those funds by the California Transportation Commission.

OWNER shall submit a Notice of Completion to the CITY within 30 days of the completion of the work described herein.

Where OWNER has prior rights in areas which will be within the highway right of way and where OWNER's facilities will remain on or be relocated on CITY's highway right of way, a Joint Use Agreement or Consent to Common Use Agreement shall be executed by the parties.

THE ESTIMATED COST TO CITY FOR ITS SHARE OF THE ABOVE-DESCRIBED WORK IS \$ 605,120.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

CITY OF MORENO VALLEY:

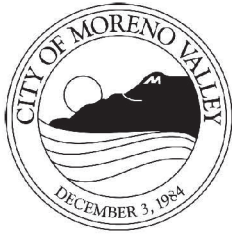
OWNER:

By _____ Date _____ By _____ Date _____
Project Manager, City of Moreno Valley

APPROVAL RECOMMENDED:

By _____ Date _____ By _____ Date _____
Director of Public Works/City Engineer Utility Coordinator

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RW</i>
CITY MANAGER	<i>WBS</i>

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: December 8, 2009

TITLE: APPROVE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON FOR REPLACEMENT OF OVERHEAD WITH UNDERGROUND DISTRIBUTION FACILITIES FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE
PROJECT NO. 02-89266920

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "Agreement for Replacement of Overhead with Underground Distribution Facilities" with Southern California Edison (SCE) to replace existing overhead distribution facilities located along the east side of Day Street from Alessandro Boulevard to Sherman Avenue with underground distribution facilities.
2. Authorize the City Manager to execute the "Agreement for Replacement of Overhead with Underground Distribution Facilities" with SCE in the form attached hereto.
3. Authorize the issuance of a Purchase Order to SCE in the amount of \$142,618.30 (\$118,848.58 plus 20% contingency for SCE improvements for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724).
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreement with SCE up to, but not exceeding, the total purchase order contingency amount of \$23,769.72, subject to the approval of the City Attorney.
5. Authorize a full road closure on Day Street from Alessandro Boulevard to Sherman Avenue and minor street closures up to 30 days maximum to facilitate smooth

construction operations as authorized by the Public Works Director between April 1, 2010 and January 31, 2011.

6. Authorize the Public Works Director to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen issues.

BACKGROUND

The purpose of the Day Street roadway improvement project is to rehabilitate Day Street from Alessandro Boulevard to Cottonwood Avenue, including street, signing, striping, waterline, and other related road improvements. In general, the proposed roadway improvements will construct a 40 foot road width (20 foot half-width). Along the east side of Day Street from Alessandro Boulevard to Sherman Avenue, however, the proposed improvements will construct a 34 foot build-out (ultimate) half-width.

Negotiations to acquire right of way have been successfully completed with all of the property owners along the east side of Day Street from Alessandro Boulevard to Sherman Avenue, with the exception of the property owner of Assessor Parcel Number (APN) 291-191-004. Eminent domain actions were approved at the November 10, 2009 City Council meeting, authorizing the City to proceed to acquire the necessary roadway easement (1,144 square feet) and temporary construction easement (811 square feet) for this property. Once this right of way is obtained, the City will coordinate with SCE to construct the necessary SCE improvements.

DISCUSSION

SCE has prepared relocation plans and the "Agreement for Replacement of Overhead with Underground Distribution Facilities" (Attachment "B"). The agreement identifies financial and other arrangements between the City and SCE and allows SCE to proceed with the utility relocation that is necessary for the City's widening project. Pursuant to Section B of Utility's Rule No. 20, the agreement shows the City's net contribution of \$118,848.58 to relocating the facilities.

In general, SCE power poles and overhead facilities will simply be relocated to accommodate the wider street width. The proposed undergrounding would occur only along the east side of Day Street from Alessandro Boulevard to Sherman Avenue, where the street half-width is being constructed to the ultimate configuration. Once the undergrounding is completed, SCE would subsequently remove the existing overhead distribution lines located along the east side of Day Street from Alessandro Boulevard to Sherman Avenue.

Undergrounding this segment of Day Street is beneficial to the City for several reasons. Under Section B of Utility's Rule 20 program, SCE provides a credit for the cost of an "equivalent overhead" facility along the same route. SCE also bears the cost of removals. Undergrounding the facilities enhances safety by removing overhead wires and improves aesthetics in the area.

The project plans require a full road closure of Day Street from Alessandro Boulevard to Sherman Avenue and minor local street closures to facilitate the construction of underground distribution facilities. The road closures will be for a maximum of thirty (30) calendar days and a 30-day time extension for potential unforeseen conditions. The request for the road closures is due to major improvement work in physically restricted areas, including trenching, installation of conduit, placement of backfill material, asphalt paving, and striping. Much, if not all of this work may occur concurrently with the City construction project. All of the work will be reviewed by inspectors from SCE and the City of Moreno Valley.

The road closures will allow local traffic access for residents and public services. The closures will not affect the ingress or egress of any residents, although they will require a detour for through-traffic. The City will monitor the contractor's operations, and all potentially affected property owners will be notified. The Traffic Control Plan, including closures and detours, will be approved by the City Traffic Engineer prior to closure.

ALTERNATIVES

1. Approve the "Agreement for Replacement of Overhead with Underground Distribution Facilities" with Southern California Edison (SCE) to replace existing overhead distribution facilities located along the east side of Day Street from Alessandro Boulevard to Sherman Avenue with underground distribution facilities, authorize the City Manager to execute the "Agreement for Replacement of Overhead with Underground Distribution Facilities" with SCE in the form attached hereto, authorize the issuance of a Purchase Order to SCE in the amount of \$142,618.30 (\$118,848.58 plus 20% contingency for SCE improvements for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724), authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreement with SCE up to, but not exceeding, the total purchase order contingency amount of \$23,769.72, subject to the approval of the City Attorney, authorize a full road closure on Day Street from Alessandro Boulevard to Sherman Avenue and minor street closures up to 30 days maximum to facilitate smooth construction operations as authorized by the Public Works Director between April 1, 2010 and January 31, 2011, and authorize the Public Works Director to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen issues. *This alternative allows the City to complete the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue on schedule.*
2. Do not approve the "Agreement for Replacement of Overhead with Underground Distribution Facilities" with Southern California Edison (SCE) to replace existing overhead distribution facilities located along the east side of Day Street from Alessandro Boulevard to Sherman Avenue with underground distribution facilities, do not authorize the City Manager to execute the "Agreement for Replacement of Overhead with Underground Distribution Facilities" with SCE in the form attached

hereto, do not authorize the issuance of a Purchase Order to SCE in the amount of \$142,618.30 (\$118,848.58 plus 20% contingency for SCE improvements for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724), do not authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreement with SCE up to, but not exceeding, the total purchase order contingency amount of \$23,769.72, subject to the approval of the City Attorney, do not authorize a full road closure on Day Street from Alessandro Boulevard to Sherman Avenue and minor street closures up to 30 days maximum to facilitate smooth construction operations as authorized by the Public Works Director between April 1, 2010 and January 31, 2011, and do not authorize the Public Works Director to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen issues. *This alternative will result in delaying the construction of needed utility relocations for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue.*

FISCAL IMPACT

The cost to relocate SCE's facilities is \$118,848.58. The estimate provided by SCE is subject to adjustment after completion of the work based on actual costs. In addition, the City has the opportunity to review all change orders during construction. The SCE relocation work will be funded by RDA 2007 Tax Allocation Bonds (Fund 897) funds. There is no impact to the General Fund.

FY 2009/2010 BUDGETED FUNDS

RDA 2007 TABS (Account No. 897.91724).....	\$2,629,000
Total Available Funds.....	\$2,629,000

ESTIMATED DESIGN//RIGHT OF WAY COSTS

Balance of Design Costs.....	\$32,000
Right of Way & Utility Relocation.....	\$195,000
Construction*.....	\$2,054,000
Construction Surveying, Geotechnical, and Inspection Services Costs*	\$170,000
Project / Construction Management Administration**	<u>\$135,000</u>
Total Estimated Costs	\$2,586,000

**Estimates include approximately 10% contingency*

***Public Works and consultant staff will provide Project / Construction Management Administration*

ANTICIPATED PROJECT SCHEDULE

Complete Right of Way Acquisition Phase*	February 2010
Construction Start Date**	April 2010
Construction End Date	January 2011

**Contingent upon agreement with remaining property owner*

***Contingent on obtaining agreement with remaining property owner and if not attained commencing eminent domain action and successfully obtaining order for possession prior to judgment.*

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.

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.

SUMMARY

The "Agreement for Replacement of Overhead with Underground Distribution Facilities" identifies financial and other arrangements between the City and SCE for the relocation of electrical lines for the Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue.

ATTACHMENTS

Attachment "A" – Location Map

Attachment "B" – Agreement for Replacement of Overhead with Underground Distribution Facilities

Prepared By:
Lorenz R. Gonzales
Senior Engineer, P.E.

Department Head Approval:
Barry Foster
Economic Development Director

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

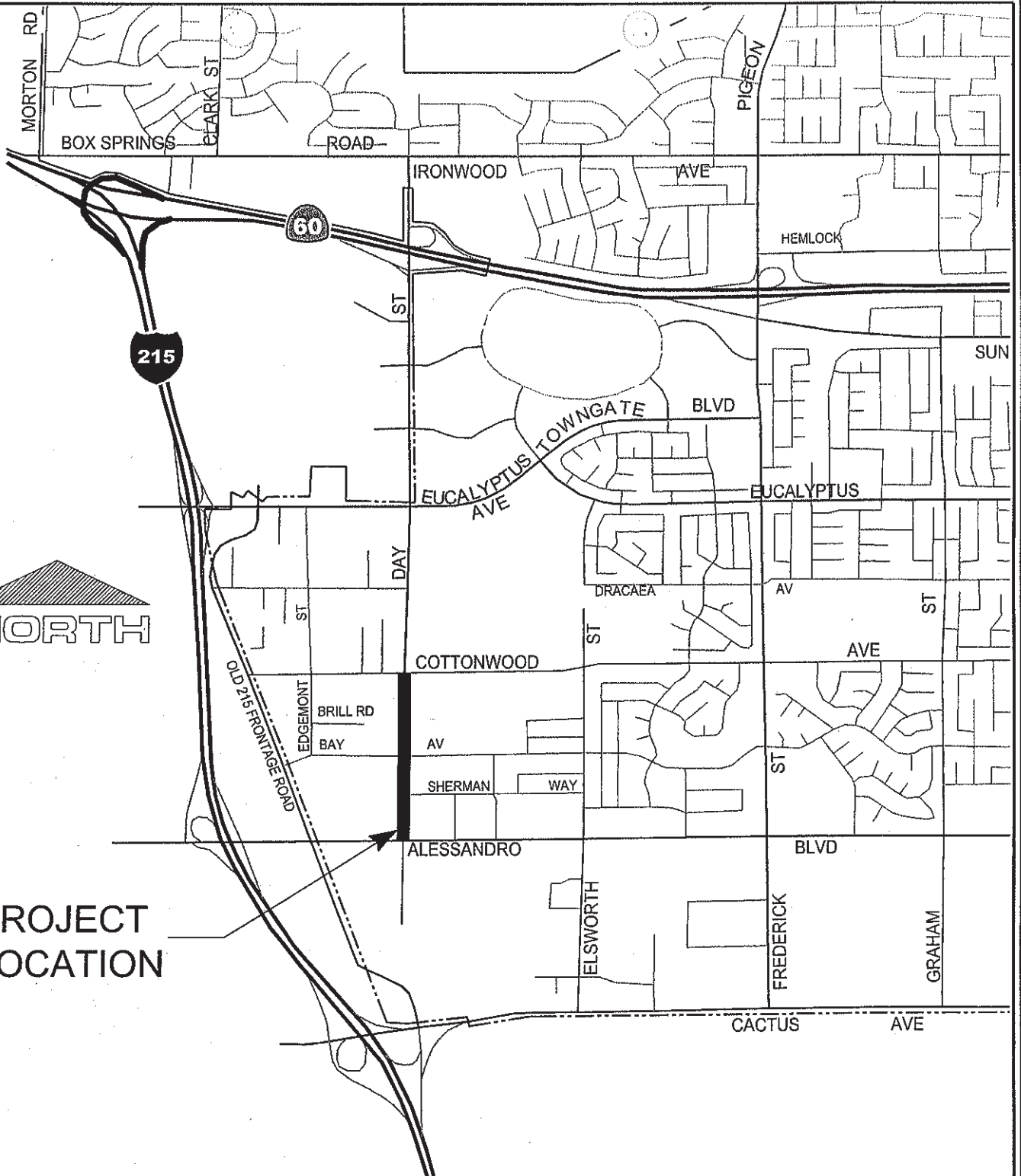
Concurred By:
Michele Patterson
Redevelopment & Neighborhood Programs Administrator

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

W:\CapProj\CapProj\PROJECTS\Larry - 02-89266920 - Day St\CC Reports\Edison Rule 20-B Staff Report (CC 12-08-09)\Staff Report - Edison Rule 20-B.doc



PROJECT
LOCATION



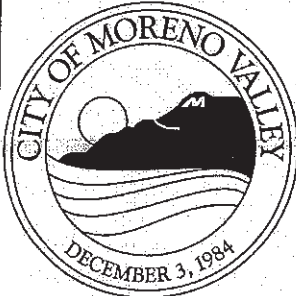
LOCATION MAP

Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

STREET IMPROVEMENTS FOR DAY STREET
FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE
PROJECT NUMBER 02-89266920



Date: 27 Oct 09 - 9:06:01 am
File: W:\CapProj\PROJECTS\Lerry - 02-89266920 - Day St\Design Phase\AutoCAD & PDFs\Location Map\Rev_Location Map.dwg
User: cspokis

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**AGREEMENT FOR REPLACEMENT
OF OVERHEAD WITH UNDERGROUND DISTRIBUTION FACILITIES**
(Substructure Installation by Applicants)

THIS AGREEMENT, made this 7th day of October, 2009,
between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Utility", and the
party or parties whose names are subscribed hereunder as "Applicants", CITY OF MORENO VALLEY

WITNESSETH:

WHEREAS, Applicants have requested Utility, pursuant to Section B. of Utility's Rule No. 20
Replacement of Overhead with Underground Distribution Facilities, to replace Utility's existing overhead with
underground distribution facilities at the location or locations in the County of RIVERSIDE,
State of California, substantially described as follows:

XSTRT DAY ST/ALESSANDRO BLVD
MORENO VALLEY, CA. 92552
6177-7132, 97115, & 6777-7175, 97116

and as shown on the map attached hereto and made a part hereof; and

WHEREAS,

a. It is necessary for all property owners served from Utility's overhead facilities to be removed to
agree in writing to perform the wiring changes on owners' premises so that service may be furnished from Utility's
underground distribution system in accordance with Utility's rules and that Utility may discontinue Utility's
overhead service upon completion of Utility's underground facilities, or

b. Suitable legislation is in effect requiring such property owners to make such necessary wiring
changes and authorizing Utility to discontinue Utility's overhead service; and

WHEREAS, Underground service connections to each applicant from Utility's underground
distribution system will be installed and maintained as provided in Utility's rules applicable thereto;

NOW, THEREFORE, in consideration of the premises, and of the mutual promises and covenants of
the parties hereto, hereinafter contained, it is mutually agreed by and between the parties hereto as follows, viz.:

1. Applicants will pay to Utility concurrently with the execution hereof the nonrefundable amount of
\$ 118,348.58, which is the excess, if any, of the estimated costs, including transformers, meters, and
services, of completing the underground system and building a new equivalent overhead system. The amount
contributed thereto by each of said Applicants is designated after his name hereinafter.

2. Applicants will furnish and install the pads and vaults for transformers and associated equipment,
conduits, ducts, boxes, and electrolier bases, and perform other work related to structures and substructures
including breaking of pavement, trenching, backfilling, and repaving required in connection with installation of the
underground system, all in accordance with Utility's specifications and timing requirements at Applicant's expense.

3. Utility will complete the undergrounding of said overhead distribution electric facilities,
provided, however, Utility has been granted rights of way therefore satisfactory to and without cost to Utility.

Attachment "B"

4. Parties hereto do hereby declare it is their mutual intention that title to and ownership of said underground structures and substructures, consisting of pads, vaults, conduits, ducts, boxes, and electrolier bases shall vest in Utility. Applicants do hereby agree, that immediately upon completion of the underground system described herein above and acceptance by Utility, title to each and every component part thereof shall immediately pass to Utility without further action upon the part of Applicants.

5. Applicants each agree Applicants will perform necessary wiring changes on Applicants' premises so that service may be furnished from Utility's underground distribution system in accordance with Utility's rules, and Utility may discontinue Utility's overhead service upon completion of Utility's underground facilities.

6. This contract is subject to the Rules of Utility.

7. This contract shall at all times be subject to such changes or modifications by the Public Utilities Commission of the State of California as said Commission may, from time to time, direct in the exercise of its jurisdiction.

IN WITNESS WHEREOF, the parties here to have executed this agreement on the day and year first above written.

SOUTHERN CALIFORNIA EDISON COMPANY

By _____

REGION OR DIVISION MANAGER

MENIFEE

REGION OR DIVISION

SIGNATURE OF APPLICANTS	ADDRESS	AMOUNT CONTRIBUTED
_____	_____	\$ 118,848.58
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
TOTALS		118,848.58

Witness _____

Address _____



**SOUTHERN CALIFORNIA
EDISON**

An EDISON INTERNATIONAL Company
Southern California Edison Company
26100 MENIFEE ROAD
MENIFEE CA 92585

CITY OF MORENO VALLEY
PO BOX 88005
MORENO VALLEY CA 92552

Invoice #	69132
Invoice Date:	10/07/2009
SCE Contact:	Vincent M Allen
Telephone:	-()--8214
Install - Billing Option:	

Description		Amount
Service Request Number: 1246084 Project Address: DAY ST / ALESSANDRO BLVD XSTRT MORENO VALLEY CA 92552 RULE 20 B		
Item #	72804 97116 211718	\$118,848.58
374974 - RULE 20B - UG INSTALL		
Previous Payment		\$0
<ul style="list-style-type: none"> * Enclosed are 2 copies of our invoice. Please return 1 copy of the invoice with your payment * All prices are applicable for a period of 90 days from this date and are subject to change thereafter. * Please return all applications and/or contracts fully completed. * Easement documents will be mailed directly to you from our Right of Way department. Please complete and return them as soon as possible, as we will not be able to proceed with the project without clearance * An Edison Inspector must approve all underground systems. Please call your designated inspector 48 hours prior to construction to schedule an inspection. * Call the Edison company at 1-800-655-4555 to make application for electrical service. 		
Invoice Total		\$118,848.58

Please detach and return payment stub with payment

Payment Stub

Please pay total amount now due:

\$118,848.58

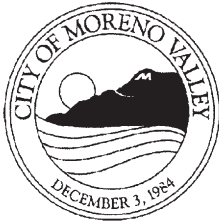
Invoice #: 69132

Thank you for paying promptly

CITY OF MORENO VALLEY
PO BOX 88005
MORENO VALLEY CA 92552

Make check payable to Southern California Edison
26100 MENIFEE ROAD
MENIFEE CA 92585

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Ret</i>
CITY MANAGER	<i>PA</i>

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: December 8, 2009

TITLE: ADOPT A MITIGATED NEGATIVE DECLARATION (MND) FOR HEACOCK STREET BRIDGE REPLACEMENT OVER PERRIS VALLEY STORM DRAIN LATERAL "A"
PROJECT NO. 06-12566825

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt a Mitigated Negative Declaration (MND) for Heacock Street Bridge over Perris Valley Storm Drain Lateral A, Project No. 06-12566825.

BACKGROUND

On July 8, 2008, the City Council awarded a contract to VA Consulting, Inc. for Professional Consultant Design Services to provide Project Approval/Environmental Document (PA/ED) and preparation of Plans, Specifications and Estimates (PS&E) for final design, including an environmental assessment Initial Study in compliance with the California Environmental Quality Act (CEQA) and City requirements.

The Heacock Street Bridge is located along Heacock Street approximately 2,000 feet south of Iris Avenue. The bridge is a two-lane single span reinforced concrete slab that was constructed by the Army Corps of Engineers in 1955. According to Caltrans Structural Maintenance and Investigations Sufficiency Rating of Local Agency Bridges report prepared in July 2007, the existing Heacock Street Bridge is determined to be functionally obsolete and eligible for Federal funding to be upgraded. The City proposes to replace the existing bridge with a wider bridge to accommodate future four-lane Heacock Street Improvements consistent with the City's General Plan. The new bridge will be striped to join the existing two-lane Heacock Street until such time as the Heacock Improvements are completed. In accordance with the City's General Plan,

Heacock Street is designated as a four-lane arterial street with a cross section of 76 feet curb face to curb face and a 100 foot right-of-way and is designated as a truck route.

DISCUSSION

The California Environmental Quality Act (CEQA) Section 15070 (Title 14 – California Code of Regulations), states that a Negative Declaration (ND) or a Mitigated Negative Declaration (MND) may be prepared for a project when the Initial Study indicates that no significant effect on the environment will result from project implementation or when mitigation measures as described in the Initial Study are incorporated in the project implementation.

Based on the findings of the Initial Study prepared for the project by the City's Consultant, the City Planning Staff has determined, in compliance with CEQA and the City's Rules to Implement CEQA, that preparation of a Mitigated Negative Declaration is recommended in that mitigation measures included in the Initial Study and ultimately incorporated into the project specifications will reduce all potential environmental impacts to an acceptable level. The Mitigated Negative Declaration and Initial Study/Environmental Checklist Form are attached.

A notice was published on November 6, 2009 in the Press Enterprise describing the Project and advising the public of the preparation of a Mitigated Negative Declaration (MND); notice of time and place where the environmental documents could be inspected; and notice that the City Council would consider approval of a Mitigated Negative Declaration (MND) for the Project (or appropriate modifications or alternatives to the Project) on the date of this meeting. This notice advised that comments could be submitted to the City prior to or at this meeting.

The project is funded by the Federal Highway Bridge Rehabilitation and Replacement Program (HBRRP) under the jurisdiction of Caltrans Local Assistance. Due to the Federal funding, Caltrans is the lead agency in providing the National Environmental Policy Act (NEPA) clearance for this project.

ALTERNATIVES

1. Adopt a Mitigated Negative Declaration (MND) for Heacock Street Bridge over Perris Valley Storm Drain Lateral A, Project No. 06-12566825. *This is the recommended alternative.*
2. Do not adopt a Mitigated Negative Declaration (MND) for Heacock Street Bridge over Perris Valley Storm Drain Lateral A, Project No. 06-12566825. *This alternative is not recommended as it will delay the completion of the needed improvements.*

FISCAL IMPACT

The project is funded by the Federal Highway Bridge Rehabilitation and Replacement Program (HBRRP) under the jurisdiction of Caltrans Local Assistance with the City matching funds from Measure "A". The Federal HBRRP will reimburse the City for design engineering and construction cost. There is no impact to the General Fund.

ANTICIPATED SCHEDULE:

Project Approval and Environmental Document..... July 2008 – October 2009
Bid and Design..... November 2008 – December 2009
Caltrans Plan Review and Approval for AdvertisingJanuary 2010 – June 2010
Construction.....July 2010 - August 2011

CITY COUNCIL GOALS

Upon approval of the recommended action contained in this staff report the following City Council Goals would be furthered:

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.

SUMMARY

The Initial Study for this project identifies mitigation measures to be incorporated into the project specifications. These mitigation measures will reduce all potential environmental impacts to an acceptable level in compliance with CEQA thus permitting the City to adopt a Mitigated Negative Declaration (MND) for the project.

ATTACHMENTS

- Exhibit “A” - Project Location Map
- Exhibit “B” - Mitigated Negative Declaration with Initial Study

Prepared By:
Guy Pegan
Senior Engineer, P.E.

Concurred By:
John Terell, AICP
Planning Division Manager/Planning Official

Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

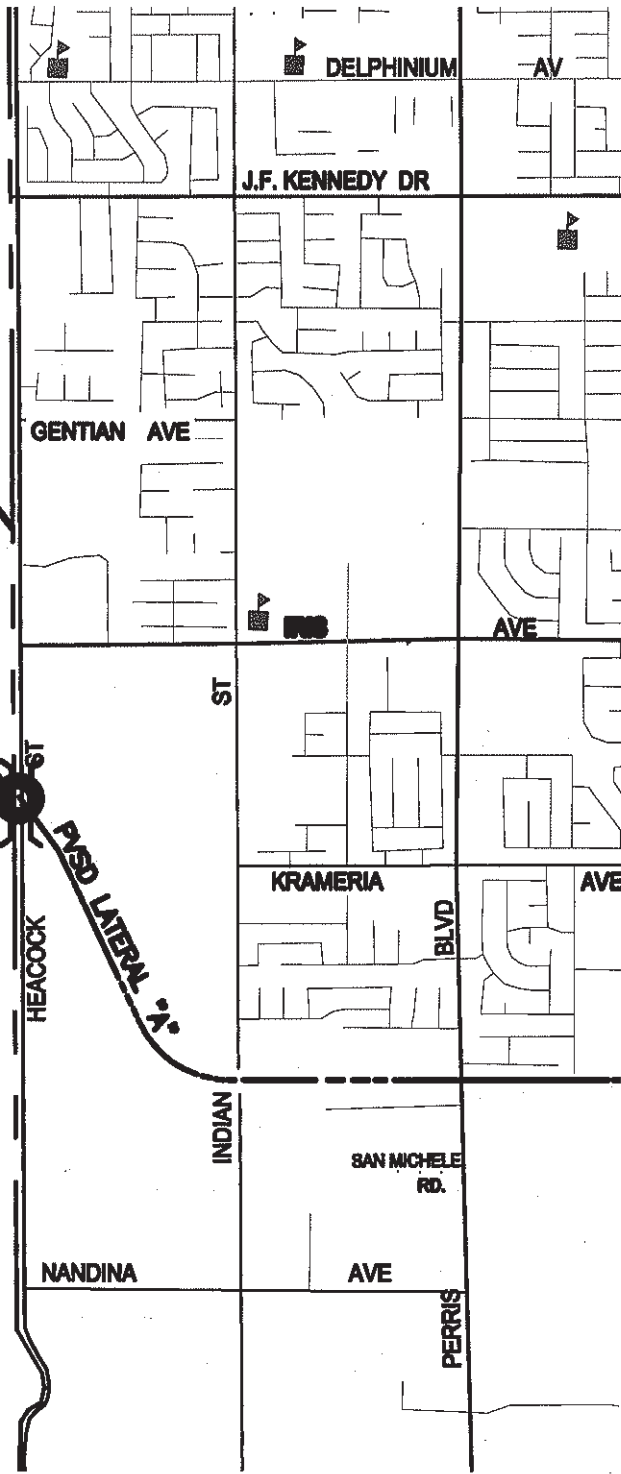
Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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Heacock St Bridge (CC 12-08-09).doc

CITY LIMITS

PROJECT LOCATION

MARCH AIR
RESERVE
BASE



Public Works Department
Capital Projects Division

Scale: N.T.S.

EXHIBIT "A"

LOCATION MAP

PROJECT NO. 06-12566825

**HEACOCK STREET BRIDGE
@ PERRIS VALLEY SD LAT. "A"**



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**INITIAL STUDY/
MITIGATED NEGATIVE DECLARATION**

**PERRIS VALLEY STORM DRAIN IMPROVEMENT
AND HEACOCK STREET BRIDGE REPLACEMENT**

Prepared for:

City of Moreno Valley Public Works Department
14177 Frederick Street
Moreno Valley, California 92553
Contact: Mark Gross, AICP, Senior Planner
951/413-3215

Prepared by:

UltraSystems Environmental
16431 Scientific Way
Irvine, California 92618
Contact: Kendall Jue, Project Manager
949/788-4900



UltraSystems
environmental management planning

JULY 2009

Exhibit "B"

**City of Moreno Valley
Perris Valley Storm Drain Improvement and
Heacock Street Bridge Replacement**

Prepared for
City of Moreno Valley Public Works Department
14177 Frederick Street
Moreno Valley, California 92553

Prepared by
UltraSystems Environmental, Inc.
16431 Scientific Way
Irvine, California 92618



July 2009

Mitigated Negative Declaration

INTRODUCTION

The City of Moreno Valley proposes to replace the Heacock Street Bridge (No. 56C0233) which crosses over the Perris Valley Storm Drain (PVSD) Lateral "A". The project area is generally located south of State Route 60 and is adjacent to the east side of March Air Reserve Base, in the southeast portion of the City, in the County of Riverside, California.

Based on this assessment (presented in the Initial Study), this Mitigated Negative Declaration has been prepared.

PROJECT DESCRIPTION

The existing bridge is a two-lane single span reinforced concrete slab that was constructed by the U.S. Army Corps of Engineers in 1955. Currently, Heacock Street is an arterial street with a cross section of 76 feet curb face to curb face and a 100 foot right-of-way (ROW) that is designated as a truck route. After removal of the existing bridge, the City proposes to construct a new bridge which will join the existing two lane Heacock Street and accommodate future Heacock Street improvements to arterial highway standards as provided for in the City's General Plan.

Water flow in the storm drain channel underneath the existing bridge is conducted through a twenty four (24) foot bottom by eleven (11) foot depth section. Upstream of the bridge (west of Heacock Street) are two channels that converge approximately 50 feet upstream prior to flowing beneath the bridge. The existing Heacock Channel (Storm Drain Line B) is a concrete lined channel and an irregular earthen channel with varying side slopes. The March Air Reserve Base (MARB) lateral is a trapezoidal concrete lined channel. Downstream (east of Heacock Street) is a trapezoidal earthen channel. The City proposes to replace the channel underneath the bridge with a four-celled Reinforced Concrete Box (RCB) with 12.5 feet wide and 8 feet high cells. Due to the increase in water flow downstream, the City also proposes to extend the riprap pad to slow water velocities to non-erosive levels within the existing PVSD.

AVAILABILITY OF DOCUMENTS

Copies of the Initial Study and other documents utilized in conducting the environmental assessment for the proposed project are on file and available for review at the following location:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92553

ENVIRONMENTAL DETERMINATION

An Initial Study was prepared to identify the potential effects on the environment from the construction and occupation of the proposed project and to evaluate the significance of these effects. Based on the Initial Study, the proposed project would have less-than-significant effects or no impacts related to the following issues:

- Aesthetics
- Agricultural Resources
- Geology and Soils
- Hazards and Hazardous Materials
- Hydrology and Water Quality
- Land Use and Planning
- Mineral Resources
- Noise
- Population and Housing
- Public Services
- Recreation
- Transportation/Traffic
- Utilities and Service Systems

However, the environmental assessment presented in the Initial Study identifies a number of environmental impacts that require mitigation measures to be incorporated into the project that can effectively reduce potential impacts to less than significant levels or avoid the impacts. These are:

- Biological Resources
- Cultural Resources

MITIGATION MEASURES

Implementation of the following mitigation measures would avoid potential impacts identified in the Initial Study or reduce them to a less than significant level.

Adverse Impacts on Biological Resources

MM.IV-1: The City shall employ Best Management Practices (BMPs) to prevent unwanted materials from washing downstream. BMPs should include the following:

- Construction vehicles and equipment shall be inspected daily for leaks;
- Construction equipment and machinery shall not be staged in the drainage area;
- Spill retrieval equipment shall be kept onsite at all times; and
- Sand bags and waddles shall be used to contain sedimentation onsite.

MM.IV-2: A pre-construction survey shall be conducted prior to construction activities to determine the presence or absence of active breeding migratory bird nests within or adjacent to the project site. A qualified biologist shall conduct the survey.

- If an active nest is found, the bird shall be identified to species and the approximate distance from the closest work site to the nest estimated. No additional measures need be implemented if active nests are more than the following distances from the nearest work site: (a) 500 feet for raptors; or (b) 250 feet for other non-special-status bird species.
- If active nests are closer than those distances to the nearest work site and there is the potential for destruction of a nest or substantial disturbance to nesting birds due to construction activities, nests shall be avoided by placing a 250 ft. (500 ft. for raptors) non-disturbance buffer around the nest tree. The buffer shall be fenced with orange construction fencing prior to initiation of grading or vegetation removal. The non-disturbance buffer zone shall remain in place until it has been determined by a qualified biologist that the young have fledged and are flying well enough to avoid the project construction zone, typically by August 31st.
- A qualified biologist shall periodically monitor any confirmed nest sites (with non-disturbance buffers) during construction to determine if grading activities occurring outside the buffer zone disturb the birds and if the buffer zone should be increased to prevent nest abandonment. The nest trees shall be monitored until all nests have been abandoned (for non-project related reasons) or the young have fledged.

Adverse Impacts on Cultural Resources

MM.V-1: In the event that archaeological resources are encountered during project grading or excavation, all earth-moving activities shall cease until the archaeological resources are properly assessed and an appropriate treatment plan is determined by a qualified archaeologist.

MM.V-2: In the event that paleontological resources are encountered during project grading or excavation, all earth-moving activities shall cease until the paleontological resources are properly assessed and an appropriate treatment plan is determined by a qualified paleontologist.

MM.V-3: If human remains are discovered, there will be no disposition of such human remains, other than in accordance with the procedures and requirements set forth in California Health and Safety Code Section 7050.5 and Public Resources Code Section 5097.98. Notification is required of the County Coroner and the Native American Heritage Commission (NAHC) if remains are thought to be of Native American origin. If Native American remains are discovered, then the NAHC must notify those persons believed to be the most likely descended from the deceased Native American for appropriate disposition of the remains.

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1.0 INTRODUCTION

1.1 PROJECT OVERVIEW

This report analyzes the potential environmental effects of the proposed Perris Valley Storm Drain Improvement and Heacock Street Bridge Replacement Project in the City of Moreno Valley (City). The City proposes to replace the Heacock Street Bridge (No. 56C0233) which crosses over the Perris Valley Storm Drain (PVSD) Lateral "A". The project area is generally located south of State Route 60 and is adjacent to the east side of March Air Reserve Base, in the southeast portion of the City, in the County of Riverside, California (see **Figure 2-1** and **Figure 2-2**).

The existing bridge is a two-lane single span reinforced concrete slab that was constructed by the U.S. Army Corps of Engineers in 1955. Currently, Heacock Street is an arterial street with a cross section of 76 feet curb face to curb face and a 100 foot right-of-way (ROW) that is designated as a truck route. After removal of the existing bridge, the City proposes to construct a new bridge which will join the existing two lane Heacock Street and accommodate future Heacock Street improvements to arterial highway standards as provided for in the City's General Plan

Water flow in the storm drain channel underneath the existing bridge is conducted through a twenty four (24) foot bottom by eleven (11) foot depth section. Upstream of the bridge (west of Heacock Street) are two channels that converge approximately 50 feet upstream prior to flowing beneath the bridge. The existing Heacock Channel (Storm Drain Line B) is a concrete lined channel and an irregular earthen channel with varying side slopes. The March Air Reserve Base (MARB) lateral is a trapezoidal concrete lined channel. Downstream (east of Heacock Street) is a trapezoidal earthen channel. The City proposes to replace the channel underneath the bridge with a four-celled Reinforced Concrete Box (RCB) with 12.5 feet wide and 8 feet high cells (see **Figure 2-3**). Due to the increase in water flow downstream, the City also proposes to extend the riprap pad to slow water velocities to non-erosive levels within the existing PVSD.

This report is prepared in compliance with the California Environmental Quality Act (CEQA). The purpose of this document is to inform the City of Moreno Valley, other public agencies, adjacent property owners, and the general public of the potential environmental effects resulting from the implementation of the proposed project. This document alone does not determine whether the proposed project will be approved. Rather, it is a disclosure document aimed at equally informing all concerned parties and fostering informed discussion and decision-making regarding all aspects of the proposed project.

1.2 ENVIRONMENTAL CLEARANCE REQUIREMENTS

The proposed project requires environmental review under CEQA. For the proposed project to obtain an environmental clearance in the form of a Mitigated Negative Declaration (MND) in compliance with CEQA from the City, any potential significant adverse effects must be mitigated to a level of insignificance by mitigation measures included in the project MND.

1.3 ACTIONS AND AGENCIES INVOLVED

Section 15063(a) of the State CEQA Guidelines requires the Lead Agency to prepare an Initial Study (IS) to determine if the proposed project may have a significant effect on the environment. The IS is prepared for consideration by the City of Moreno Valley (City) acting as the Lead Agency in accordance with CEQA. The IS provides the basis for the declaration that, with the implementation of mitigation measures as prescribed herein, the proposed project would not have a significant adverse effect on the environment.

The final environmental document must be adopted by the City as to its compliance with the requirements of CEQA before taking any action on the proposed project. The City will consider the information contained in this environmental document in making a decision to approve or deny the proposed project. The analysis in this document is intended to provide environmental review for the proposed project, including the demolition of the existing bridge, the construction of a new bridge, and renovations to the PVSD.

A public agency, other than the Lead Agency, that has discretionary approval power over a project is known as a "Responsible Agency" as defined by CEQA Guidelines. Approvals will be needed from the Riverside County Flood Control District, the Army Corp of Engineers, and possibly the California Department of Fish and Game and the United States Fish and Wildlife Service. However, other agencies may be identified during the initial public review period.

1.4 PROJECT INFORMATION

Project Title: Perris Valley Storm Drain Improvement and Heacock Street Bridge Replacement

Project Location: Heacock Street (south of Iris Avenue and north of Mariposa Avenue) adjacent to March Air Reserve Base

Project Sponsor's Name & Address:

City of Moreno Valley
Public Works Department
14177 Frederick St.
Moreno Valley, CA 92553

Contact Person: Mark Gross, AICP, Senior Planner

Lead Agency: City of Moreno Valley Public Works Department

General Plan Land Use Designations:

Business Park/Light Industrial (City of Moreno Valley)
Aviation (March Air Reserve Base)

Zoning Designations:

City of Moreno Valley
Industrial/Business Park

March ARB (Riverside County)
Not Applicable

1.5 ORGANIZATION OF INITIAL STUDY

This Draft Initial Study is organized into five sections:

- **1.0 Introduction:** This section provides introductory information, such as the project titles, the project applicant, and the lead agency for the proposed project.
- **2.0 Project Description:** This section provides a detailed description of the environmental setting and the proposed projects, including project characteristics and conceptual site plans.
- **3.0 Initial Study Checklist:** This section contains the complete CEQA Initial Study Checklist showing the level of impact under each environmental impact category.
- **4.0 Initial Study Evaluation:** This section contains an assessment and discussion of the impacts associated with each subject area associated with the Initial Study Checklist. When the evaluation identifies potential significant effects, mitigation measures are provided to reduce such impacts to less than significant levels.
- **5.0 Persons And Sources Consulted:** This section provides a list of City of Moreno Valley staff, other governmental agencies, and consultant team members that participated in the preparation of this Initial Study.

2.0 PROJECT DESCRIPTION

2.1 INTRODUCTION

The proposed project involves two components: (1) the demolition and replacement of the current two-lane bridge, and (2) the renovation of the Perris Valley Storm Drain (PVSD) Lateral "A" structure. The bridge would match the current two lane configuration, but would be built to accommodate future expansion of Heacock Street to a four-lane arterial as shown in the City's General Plan. The existing bridge is a single span reinforced concrete slab that was constructed by the U.S. Army Corps of Engineers in 1955.

The proposed project would also replace an existing 50-year old flood control/drainage structure which is undersized and unable to convey anticipated 100-year storm flows in the Perris Valley Storm Drain (PVSD) Lateral "A". The existing structure is an 11-foot high and 24-foot wide Reinforced Concrete Box (RCB). The City proposes to replace the improved channel underneath the bridge with a four-celled Reinforced Concrete Box (RCB) with 12.5 feet wide and 8 feet high cells (see **Figure 2-3**).

2.2 BACKGROUND

This project is funded by the Federal Highway Bridge Replacement and Rehabilitation (HBRR) Program. The City is also matching funds from Measure A, a half cent (0.5) local sales tax. The HBRR Program is a safety program that provides federal aid to local agencies to replace and rehabilitate deficient locally-owned public highway bridges. Bridges must be rated Structurally Deficient (SD) or Functionally Obsolete (FO) with a Sufficiency Rating (SR) of ≤ 80 to be eligible candidates for rehabilitation. According to the Caltrans Structure Maintenance & Investigations Sufficiency Rating of Local Agency Bridges (July 2007), the existing Heacock Street Bridge has a sufficiency rating of 76.4. HBRR Program funds are administered by Caltrans, and therefore a Caltrans Preliminary Environmental Study (PES) was prepared pursuant to Caltrans Local Assistance Program Guidelines. Information from the PES was incorporated into the IS/MND, where applicable.

The proposed improvements to the storm drain channel are consistent with Riverside County Flood and Water Control District (RCFC)'s ultimate design for the improved Heacock Channel Line B as presently defined by the RCFC concept for future improvements. The RCFC concept includes offsetting the bridge to the north to bring the existing base channel in alignment with the Perris Valley Channel and to provide more space for the curve required to bring Heacock Channel into alignment with the Perris Valley Channel.

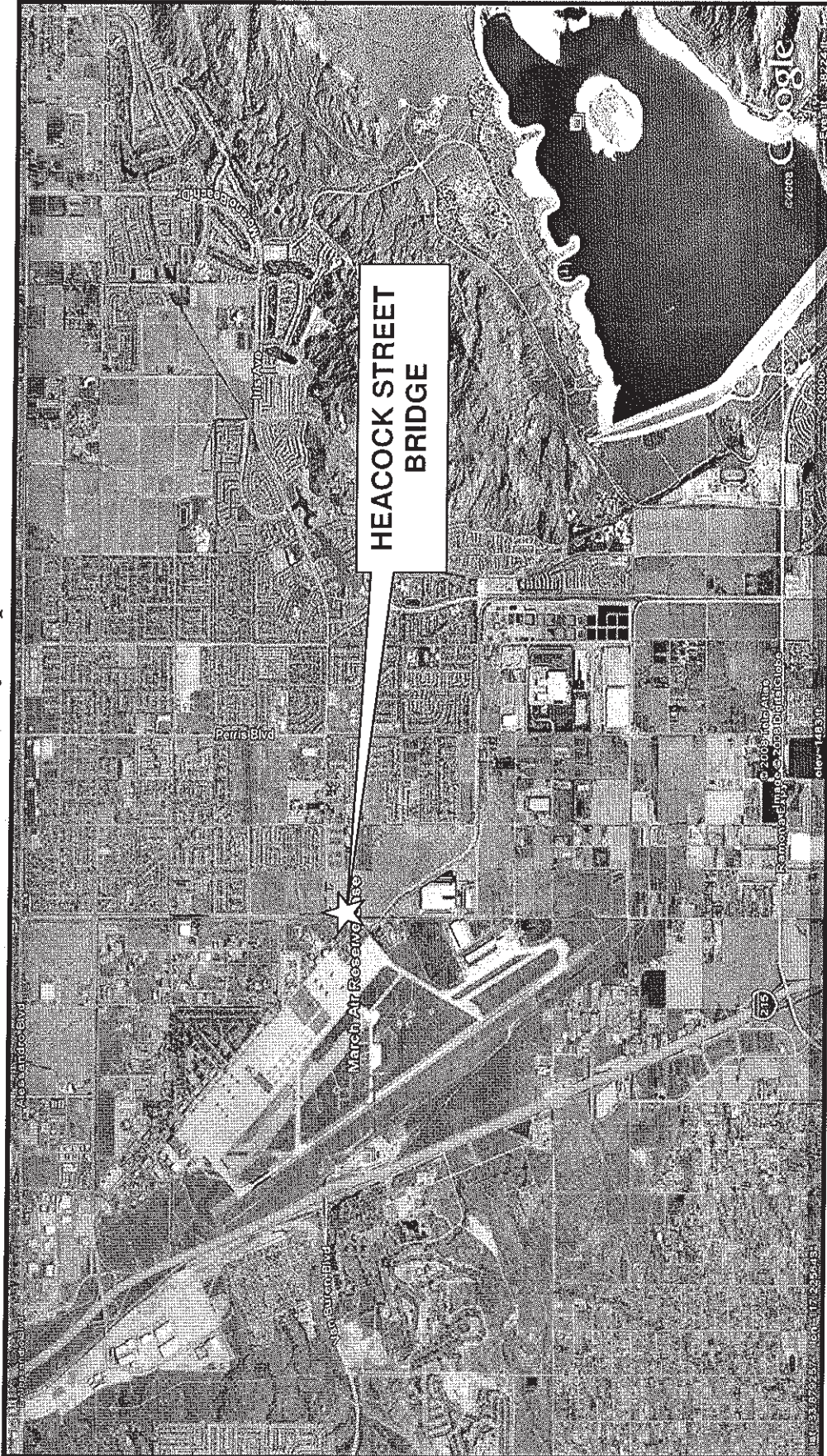
The project will transfer the right-of-way that will be within of the footprint of the new bridge to the City. Negotiations are in progress between the RCFC and the City for the proposed transfer.

**Figure 2-1
Regional Map**



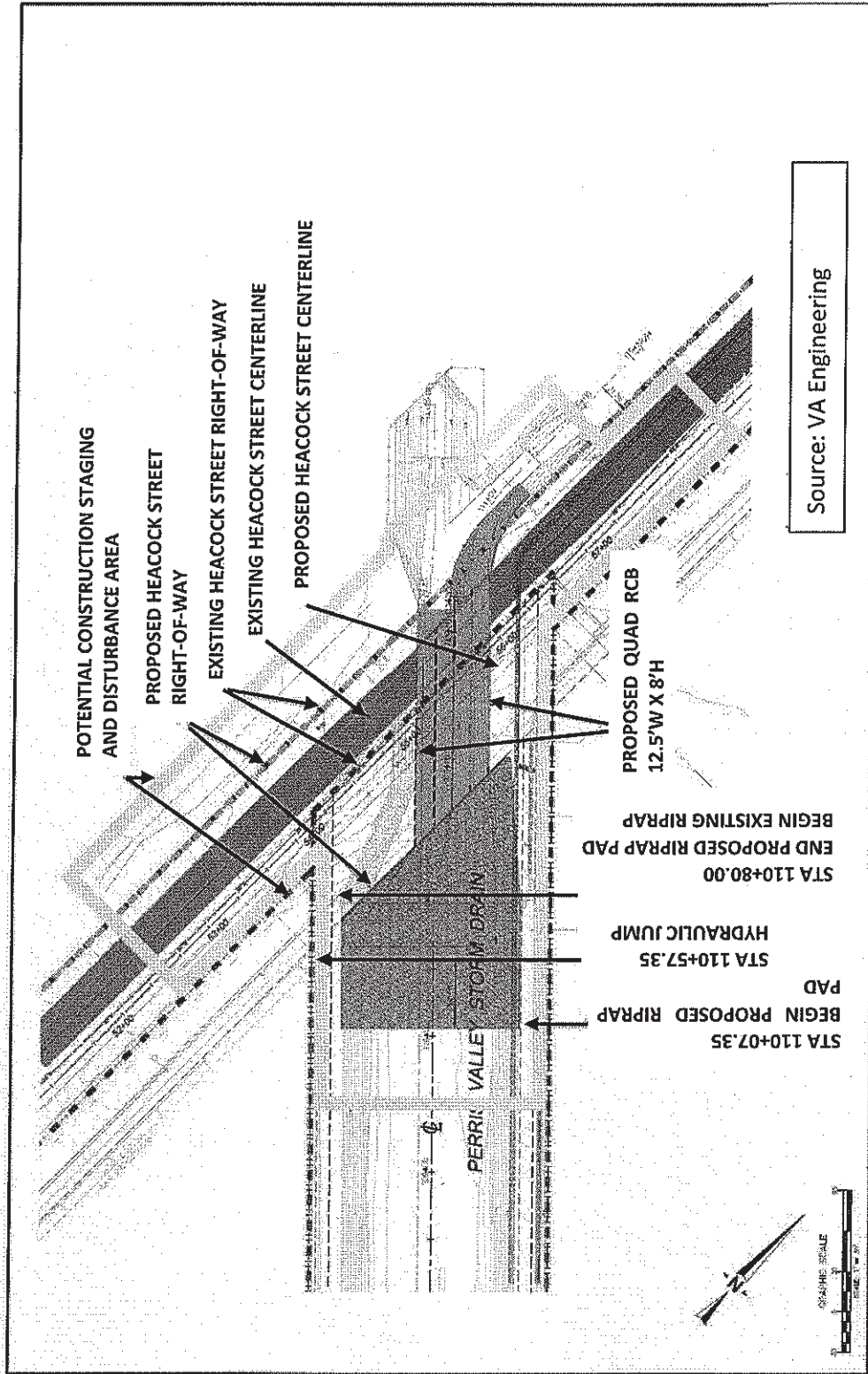
Source: Google Maps, 2008.
Map not to scale.

**Figure 2-2
Local Vicinity Map**



Source: Google Earth, 2008.
Map not to scale.

**Figure 2-3
Bridge Concept**



Source: VA Engineering

2.3 PROJECT LOCATION AND SURROUNDING USES

The City of Moreno Valley (City) is located in northwestern Riverside County, approximately 52 miles east of downtown Los Angeles, and 42 miles west of Palm Springs. The City is located near the eastern edge of the Los Angeles metropolitan area. Moreno Valley is situated along two major freeways. The Moreno Valley Freeway (SR-60) connects directly to downtown Los Angeles and the regional freeway system. SR-60 connects to Orange County via the Riverside Freeway (SR-91). To the east, SR-60 connects with Interstate 10 (I-10), providing access to Palm Springs, Phoenix, and beyond. I-215 runs by the westerly City limits, and is an important north-south link from San Diego through western Riverside and San Bernardino counties and beyond.¹

Moreno Valley encompasses approximately 50 square miles characterized by a valley bounded by mountains and hills on three sides. The City limits are bounded on the north by the Box Springs Mountains. The gullied hills of the Badlands lie to the east. The mountains of the Lake Perris Recreation Area, the floodplain of Mystic Lake and the San Jacinto Wildlife Area and level terrain in the City of Perris are located to the south. Gently sloping terrain lies west of the City limits within March Air Reserve Base, the City of Riverside and the County of Riverside.²

The Heacock Street Bridge (project site) is located on Heacock Street and crosses over the Perris Valley Storm Drain (PVSD) Lateral "A". The project site is located on the east side of March Air Reserve Base (MARB), and is located to the north of Mariposa Avenue and to the south of Iris Avenue. The project site is located approximately 3.30 miles northwest of Lake Perris, approximately 3.95 miles south of SR-60, and approximately 1.45 miles east of I-215. The *City of Moreno Valley Land Use Map* designates the land use to the east of Heacock Street adjacent to the project site as Business Park/Light Industrial.³ The March Joint Powers Authority *General Plan Land Use Map* designates the land use to the west of Heacock Street adjacent to the project site as Aviation.⁴

The closest park to the project site is March Field Park, located approximately 0.75 miles to the northwest of the project site. The closest school is Rainbow Ridge Elementary School, located approximately 0.65 miles northeast of the project site. The closest Moreno Valley Fire Department station is Station 65 – Kennedy Park,⁵ located approximately 1.5 miles to the northeast of the project site.

2.4 DESCRIPTION OF THE PROPOSED PROJECT

The City proposes to replace the Heacock Street Bridge (No. 56C0233) which crosses over the PVSD Lateral "A". The project area is generally located south of SR-60 and is adjacent to the east side of MARB, in the southeast portion of the City, in the County of Riverside, California.

¹ City of Moreno Valley. *Moreno Valley General Plan*. July 11, 2006. Chapter 1.3, Setting. Pages 1-1 to 1-2. Accessed at http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf on February 3, 2009.

² Ibid.

³ City of Moreno Valley. *City of Moreno Valley Land Use Map*. Dated January 12, 2009.

⁴ March Joint Powers Authority. *General Plan Land Use Map*. Dated August 30, 2004. Assessed at http://www.marchjpa.com/docs_forms/planning_gpmap.pdf on February 3, 2009.

⁵ City of Moreno Valley. *Fire Station Locations* webpage. Assessed at http://www.moreno-valley.ca.us/resident_services/fire/locations.shtml on February 3, 2009.

The existing bridge is a two-lane single span reinforced concrete slab that was constructed by the U.S. Army Corps of Engineers in 1955. Currently, Heacock Street is an arterial street with a cross section of 76 feet curb face to curb face and a 100 foot right-of-way (ROW) that is designated as a truck route. After removal of the existing bridge, the City proposes to construct a new bridge which will join the existing two lane Heacock Street and accommodate future Heacock Street improvements to arterial highways as provided for in the City's General Plan

Water flow in the storm drain channel underneath the existing bridge is conducted through a twenty-four (24) foot bottom by eleven (11) foot depth section. Upstream of the bridge (west of Heacock Street) are two channels that converge approximately 50 feet upstream prior to flowing beneath the bridge. The existing Heacock Channel (Storm Drain Line B) is a concrete lined channel and an irregular earthen channel with varying side slopes. The MARB lateral is a trapezoidal concrete lined channel. Downstream (east of Heacock Street) is a trapezoidal earthen channel. The City proposes to replace the channel underneath the bridge with a four-celled Reinforced Concrete Box (RCB) with 12.5 feet wide and 8 feet high cells (see Figure 2-3). Due to the increase in water flow downstream, the City also proposes to extend the riprap pad within the PVSD to slow water velocities to non-erosive levels.

Stakeholders for this project include the Riverside County Flood Control and Water Conservation District (RCFC), March Joint Powers Authority (JPA), and the City. The proposed improvements to the bridge are consistent with the City's General Plan designation for Heacock Street between San Michele Road and Cactus as a four lane arterial highway. The proposed improvements to the storm drain channel are consistent with RCFC's ultimate design for the improved Heacock Channel Line B as presently defined by the RCFC concept for future improvements. The RCFC concept includes offsetting the bridge to the north to bring the existing base channel in alignment with the Perris Valley Channel and to provide more space for the curve required to bring Heacock Channel into alignment with the Perris Valley Channel.

This project is funded by the Federal Highway Bridge Replacement and Rehabilitation (HBRR) Program. The City is also matching funds from Measure A, a half cent (0.5) local sales tax. The HBRR Program is a safety program that provides federal aid to local agencies to replace and rehabilitate deficient locally-owned public highway bridges. Bridges must be rated Structurally Deficient (SD) or Functionally Obsolete (FO) with a Sufficiency Rating (SR) of ≤ 80 to be eligible candidates for rehabilitation. According to the Caltrans Structure Maintenance & Investigations Sufficiency Rating of Local Agency Bridges (July 2007), the existing Heacock Street Bridge has a sufficiency rating of 76.4. HBRR Program funds are administered by Caltrans, and therefore a Caltrans Preliminary Environmental Study (PES) has been prepared pursuant to Caltrans Local Assistance Program Guidelines.

2.5 PROJECT CONSTRUCTION SCHEDULE

Construction of the proposed project is expected to begin in April 2010 and to be completed by December 2010.



3.0 ENVIRONMENTAL DETERMINATION

3.1 CEQA APPENDIX G FORM

1.	Project Title:	Perris Valley Storm Drain Improvement and Heacock Street Bridge Replacement
2.	Lead Agency Name and Address:	City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552
3.	Contact Person and Phone Number:	Mark Gross, AICP, Senior Planner 951/413-3215
4.	Project Location:	See Section 2.2, above.
5.	Project Proponent's Name and Address:	City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92552
6.	General Plan Designation:	<i>Business Park/Light Industrial</i> (City of Moreno Valley) <i>Aviation</i> (March Air Reserve Base)
7.	Zoning:	<i>Industrial/Business Park</i> (City of Moreno Valley)
8.	Description of Project:	See Section 2.3, above.
9.	Surrounding Land Uses and Setting:	See Section 2.4, above.
10.	Other Public Agencies Whose Approval and Review Are Required:	None

3.2 ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED

The environmental factors checked below would be potentially affected by the proposed project, involving at least one impact that is a "Potentially Significant Impact," as indicated by the Environmental Checklist in 4.0.

<input type="checkbox"/>	Aesthetics	<input type="checkbox"/>	Agricultural Resources	<input type="checkbox"/>	Air Quality
<input type="checkbox"/>	Biological Resources	<input type="checkbox"/>	Cultural Resources	<input type="checkbox"/>	Geology/Soils
<input type="checkbox"/>	Hazards and Hazardous Materials	<input type="checkbox"/>	Hydrology/Water Quality	<input type="checkbox"/>	Land Use/Planning
<input type="checkbox"/>	Mineral Resources	<input type="checkbox"/>	Noise	<input type="checkbox"/>	Population/Housing
<input type="checkbox"/>	Public Services	<input type="checkbox"/>	Recreation	<input type="checkbox"/>	Transportation/Traffic
<input type="checkbox"/>	Utilities/Service Systems	<input type="checkbox"/>	Mandatory Findings of Significance		



3.3 ENVIRONMENTAL DETERMINATION

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions to the project have been made. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR, including revisions or mitigation measures that are imposed upon the project, nothing further is required.

Signature

 Mark Gross, AICP, Senior Planner
Printed Name

Date

 City of Moreno Valley
For



4.0 ENVIRONMENTAL CHECKLIST FORM

This section contains the complete CEQA Initial Study Checklist showing the level of impact under each environmental topic area. Below are the four impact categories as defined by CEQA. In each topic area, the appropriate impact category will be determined as it relates to that topic area.

4.1 DEFINITION OF IMPACT CATEGORIES

No Impact: The designation for those environmental topics where the proposed project would have no effect.

Less Than Significant Impact: The designation for those environmental topics where a change may occur as a result of the proposed project, however, the change would not exceed established impact threshold levels.

Less Than Significant With Mitigation Incorporated: The designation assigned to environmental topics for which adverse effects can be reduced to a less than significant level with implementation of specific conditions and measures. The mitigation measures are listed after the discussion of the affected topic area.

Potentially Significant Impact: The designation assigned to environmental topics for which adverse effects cannot be reduced to a less than significant level by mitigation measures.

Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------	--	------------------------------	-----------

I. AESTHETICS - Would the project:

- | | | | | |
|--|--------------------------|--------------------------|-------------------------------------|-------------------------------------|
| a. Have a substantial adverse effect on a scenic vista? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| c. Substantially degrade the existing visual character or quality of the site and its surroundings? | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| d. Create a new source of substantial light or glare, which would adversely affect day or nighttime views in the area? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion:

a. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. The project site is not located within a scenic view corridor, as shown in the City's General Plan, Major Scenic Resources map.⁶ As the project would be constructed at- and below-grade, the project would not obscure any of the City's scenic resources. Therefore, no project impact on a scenic vista would result. **No Impact.**

b. The project site is not located within a California State Scenic Highway as designated on the California Scenic Highway Mapping System.⁷ However, the project site is approximately 7.0 miles north of an Eligible State Scenic Highway and approximately 2.5 miles south of a City designated scenic route.⁸ As the project site is not adjacent to either of these routes, no project impact on scenic resources within a state scenic highway would result. **No Impact.**

c. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. The proposed project would not construct buildings or other structures, except for adding additional Reinforced Concrete Boxes (RCBs) to provide for the 100-year storm flow capacity. The replacement bridge would be built at the same height as the existing bridge, and the improvements to the Perris Valley Storm Drain would be made underneath the bridge. As components of the project would be constructed at or below eye level, the proposed project would not substantially degrade the existing visual character or quality of the site and its surroundings. **Less Than Significant Impact.**

⁶ City of Moreno Valley. *Moreno Valley General Plan*. July 11, 2006. Figure 7-2, Major Scenic Resources. Page 7-13. Accessed at http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf on January 28, 2009.

⁷ California Department of Transportation. *California Scenic Highway Mapping System* website. Accessed at http://www.dot.ca.gov/hq/LandArch/scenic_highways/ on January 28, 2009.

⁸ City of Moreno Valley. *Moreno Valley General Plan*. July 11, 2006. Figure 7-2, Major Scenic Resources. Page 7-13. Accessed at http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf on January 28, 2009.



d. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. The project would not introduce new sources of light or glare, such as street lighting. Therefore, the proposed project would not create a new source of substantial light or glare in comparison to existing conditions. **No Impact.**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
II. AGRICULTURAL RESOURCES - In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agricultural farmland. Would the project:				
a. Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with existing zoning for agricultural use, or a Williamson Act contract?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Involve other changes in the existing environment, which, due to their location or nature, could individually or cumulatively result in loss of Farmland, to non-agricultural use?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

a. The project site is an existing bridge and storm drain system within the City of Moreno Valley. According to the Riverside County Important Farmland Map, the land use designation is *Urban and Built-up Land* to the west of the project site and *Farmland of Local Importance* to the east of the project site.⁹ As the proposed uses at the project site are existing uses, there would be no conversion of farmland to non-agricultural use. In addition, no land surrounding the project site is currently being used for agricultural purposes. Therefore, no project impact on Prime Farmland, Unique Farmland or Farmland of Statewide Importance would result. **No Impact.**

b. The project site is located in an area that is zoned for industrial uses.¹⁰ There are no Williamson Act contracts in place on or adjacent to the project site. The closest Williamson Act contract within the City limits is located on the south side of Gilman Springs Road and east of Jack Rabbit Trail,¹¹ approximately 10.0 miles from the project site. As such, the proposed project would not conflict with zoning for agricultural uses or a Williamson Act contract. **No Impact.**

⁹ California Department of Conservation. *Riverside County Important Farmland 2006 Map*. Map published October 2008. Accessed at [ftp://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2006/riv06_west.pdf](http://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2006/riv06_west.pdf) on January 28, 2009.

¹⁰ City of Moreno Valley. 2006. *Zoning Map*. Accessed January 28, 2009.

¹¹ City of Moreno Valley. *Moreno Valley General Plan*. July 11, 2006. Figure 7-2, Major Scenic Resources. Page 7-13. Accessed at http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf on January 28, 2009.



c. The proposed project would replace the old two-lane bridge and would construct a new bridge that would connect the existing two lanes of traffic on both sides of the bridge structure. The project site is in an area that is zoned for industrial uses. Although the California Department of Conservation, Riverside County Important Farmland Map, designates the area east of the project site as Farmland of Local Importance, there are currently no agricultural uses either on the project site, or immediately surrounding the project site. Therefore, the proposed project would not substantially change the existing environment which, due to their location or nature, could either individually or cumulatively result in a loss of farmland. **Less Than Significant Impact.**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
III. AIR QUALITY - Where available, the significance criteria established by the applicable air quality management or pollution control district may be relied upon to make the following determinations. Would the project:				
a. Conflict with or obstruct implementation of the applicable air quality plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Violate any air quality standard or contribute substantially to an existing or projected air quality violation?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Expose sensitive receptors to substantial pollutant concentrations?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Create objectionable odors affecting a substantial number of people?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

The project site is located within the South Coast Air Basin (SCAB), which is under the jurisdiction of the South Coast Air Quality Management District (SCAQMD). The SCAQMD is responsible for preparing a regional Air Quality Management Plan (AQMP) to improve air quality in the SCAB. The AQMP includes a variety of strategies to accommodate growth, to reduce the high levels of pollutants within the region, to meet State and federal ambient air quality standards, and to minimize the fiscal impact that pollution control measures have on the local economy.

SCAQMD adopted its *CEQA Air Quality Handbook* (Handbook) to assist other public agencies with the preparation of air quality analyses. The SCAQMD-established thresholds for construction and operation emissions are used to evaluate impacts on regional air quality. The following acronyms for studied air pollutants are used in this section:

- CO: Carbon monoxide
- NO_x: Nitrogen oxides
- O₃: Ozone
- PM₁₀: Respirable particulate matter up to 10 micrometers in diameter
- PM_{2.5}: Respirable particulate matter less than or equal to 2.5 micrometers in diameter
- VOC: Volatile Organic Compounds

Note that since sulfur dioxide and lead are not of concern for a bridge and drainage construction project, they are not discussed in the air quality analysis. Further, although greenhouse gas (GHG) emissions are of increasing concern, the proposed project would have a minimum contribution to them. The proposed

project would replace the Heacock Street Bridge. It would not contribute to the generation of significant new sources of stationary and/or vehicular emissions upon its operation. Therefore, GHGs are not discussed in the air quality analysis.

a. The most recently approved applicable air quality plan for the project area is the 2007 AQMP, which was designed to meet both federal and State requirements, including achieving ambient air quality standards. The AQMP strategy is based on projections from local general plans and regional growth projections developed by the Southern California Association of Governments (SCAG). A project is deemed inconsistent with air quality plans if it would result in population and/or employment growth that exceeds growth estimates included in the AQMP.

The Proposed Project is designed to replace the Heacock Street Bridge. Implementation of the Proposed Project would not affect population, housing units, or employment or otherwise be inconsistent with the growth forecasts identified in the AQMP. Furthermore, the Proposed Project was included in the regional emissions analysis conducted by SCAG for the conforming 2008 Regional Transportation Plan (RTP), *Transportation Conformity Report*.¹² The Proposed Project is also included as RTP I.S. RIV060122 in SCAG's 2006 Regional Transportation Improvement Program (RTIP) through Amendment #13.¹³ The Project's design concept and scope have not changed significantly from what was analyzed in the RTP. Therefore, the proposed project would be consistent with the 2007 AQMP and no impact would occur with the project's implementation. **No Impact.**

b. Air quality impacts are typically divided into two categories, short-term impacts and long-term impacts. Short-term impacts are associated with a project's construction activities, such as demolition, site grading, excavation, structural construction, paving, and finishing. Long-term impacts are associated with the operational activities of a proposed project. Table III-1 (SCAQMD Significance Thresholds) presents the significance thresholds for criteria air pollutants established by SCAQMD. A project is considered to generate a regional air quality impact if emissions from its construction and/or operational activities exceed the corresponding SCAQMD significance thresholds.

Table III-1
SCAQMD Significance Thresholds

Emission Rates	Pollutant Emission Threshold (lbs/day)				
	VOC	NO _x	CO	PM ₁₀	PM _{2.5}
Construction	75	100	550	150	55
Operation	55	55	550	150	55

Source: SCAQMD. *CEQA Air Quality Handbook*. 1993. (Revised December 2007).

¹² Regional Transportation Plan. *Transportation Conformity Report*. Southern California Association of Governments, Los Angeles, California (2008).

¹³ Regional Transportation Plan. *Project List*. Southern California Association of Governments, Los Angeles, California (2008).

Construction (Short-Term Impacts)

Construction of the proposed project would generate temporary, short-term emissions of various air pollutants. Construction emissions can be distinguished as either on-site or off-site. On-site air pollutant emissions during construction would principally consist of exhaust emissions from heavy-duty construction equipment, and fugitive particulate matter from earthwork and material handling operations. Off-site emissions would result from truck delivery of construction materials and hauling of construction debris, and workers commuting to and from the project site. Pollutant emissions would vary from day to day depending on the intensity and type of construction activity.

The project would replace the Heacock Street Bridge and the storm drain channel underneath the bridge. Although construction would occur intermittently, the worst-case (maximum) daily construction emissions would be generated when maximum pieces of construction equipment and haul trucks are operating during the same day. For purpose of this analysis, it was assumed that:

- A maximum of ten pieces of construction equipment would be operating simultaneously in a given day
- A maximum of five truck trips per day would occur for soil hauling, and/or for materials delivery
- Minimum grading would be required for the construction

On-site and off-site emissions of criteria pollutants from construction activities were estimated using the construction module of URBEMIS2007. Estimates of the types of equipment anticipated in each phase of construction were based on typical equipment requirements for a roadway construction project. Equipment exhaust emissions were determined using the URBEMIS2007 default values for horsepower and load factors. Estimated emissions from the proposed project construction are shown in Table III-2 (Maximum Project Construction Emissions) and are compared with the SCAQMD thresholds of significance. Note that the emission estimates do not take into account emission reductions per implementation of typical fugitive dust control measures that would be required to comply with SCAQMD Rule 403. Further, the emission estimates represent a worse-case scenario when all of the construction equipment from demolition, trenching, and roadway and bridge construction and truck hauling activities would occur on the same day. These worst-case predictions would not be continuous, nor would they be typical of emission levels throughout the construction period. The modeling output files are included in Appendix A.

**Table III-2
Maximum Project Construction Emissions**

Emission Source	Pollutant Emission (lbs/day)				
	VOC	NO _x	CO	PM ₁₀	PM _{2.5}
Maximum Daily Construction Emissions	6.93	63.46	27.13	7.86	3.99
SCAQMD Significance Thresholds	75	100	550	150	55

As shown in Table III-2, the unmitigated maximum daily emissions would be below the SCAQMD significance thresholds for all criteria pollutants. Therefore, air quality impacts associated with

construction of the proposed project would be temporary and less than significant. **Less Than Significant Impact.**

Operation (Long-Term Impacts)

Operation of the proposed project would not generate new stationary or mobile sources of emissions. Therefore, no long-term air quality impacts would be anticipated. **No Impact.**

c. The SCAB is currently in non-attainment of both the California and federal ambient air quality standards for O₃, PM₁₀ and PM_{2.5}. During construction, the proposed project's emissions of NO_x and ROG (the O₃ precursors), and PM₁₀ and PM_{2.5} will not exceed SCAQMD thresholds. Given the intermittent and short-term nature of construction emissions, the impacts would be less than significant.

The proposed project would not generate any new sources of criteria pollutant emissions. Further, the proposed project would not be population and/or job growth inducing, and therefore would be consistent with the AQMP. Therefore, a cumulatively considerable air quality impact would not occur. **Less Than Significant Impact.**

d. Sensitive receptors are persons who would be more susceptible to air pollution than the general population, such as children, athletes, the elderly, and the chronically ill. Examples of land uses where substantial numbers of sensitive receptors are often found are schools, daycare centers, parks, recreational areas, medical facilities, nursing homes, and convalescent care facilities. Residential areas are also considered to be sensitive to air pollution because residents (including children and the elderly) tend to be at home for extended periods of time, resulting in sustained exposure to pollutants.

Construction (Short-Term Impacts)

Construction of the proposed project could generate short-term emissions. However, given the extent and intensity of construction activities, it would not generate substantial amounts of air pollutants, as illustrated in Table III-2 above. Further, no sensitive receptors are present within 2,000 feet of the proposed project site. Therefore, short-term impacts from the project's construction would be less than significant.

Operation (Long-Term Impacts)

Operation of the proposed project would not generate any new sources of criteria pollutant emissions. Therefore, no operational impacts would occur. **Less Than Significant Impact.**

e. Construction of the proposed project would potentially generate odors due to operation of construction equipment (diesel exhaust). These odors, which would be temporary in nature, would occur during daytime hours only and be isolated to the immediate vicinity of the construction activities. They would not affect a substantial number of people and the impact would be less than significant.

Operation of the proposed project would not introduce significant odor generating sources, such as wastewater treatment facility, landfill, or other industrial land uses that generate objectionable odors. Therefore, no impact would occur. **Less Than Significant Impact.**

IV. BIOLOGICAL RESOURCES - Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Have a substantial adverse effect on federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) either individually or in combination with the known or probable impacts of other activities through direct removal, filling, hydrological interruption, or other means?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established resident or migratory wildlife corridors, or impede the use of wildlife nursery sites?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Communities Conservation Plan, or other approved local, regional, or state habitat conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a. The project site is an existing site with existing uses. The Natural Environment Study (NES) prepared by UltraSystems Environmental, Inc. for the proposed project, included as Appendix B, determined that no candidate, sensitive, or special status plant or wildlife species are present on the project site. Therefore, the proposed project would not have a substantial adverse effect on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service. **No Impact.**

b. The project site is an existing bridge and concrete-lined storm drain which contains very few natural functions and values. The NES prepared for the project indicates that wildlife is minimal on the project site; however, riparian resources exist downstream. The NES recommends that construction occur during the dry season (summer months) to reduce the likelihood of sediment and pollution being washed



downstream. If the project is constructed during the rainy season, the following Mitigation Measure MM.IV-1 is required. **Less Than Significant With Mitigation Incorporated.**

Mitigation Measure:

MM.IV-1: The City shall employ Best Management Practices (BMPs) to prevent unwanted materials from washing downstream. BMPs should include the following:

- Construction vehicles and equipment shall be inspected daily for leaks;
- Construction equipment and machinery shall not be staged in the drainage area;
- Spill retrieval equipment shall be kept onsite at all times; and
- Sand bags and waddles shall be used to contain sedimentation onsite.

c. The project site is an existing bridge and concrete-lined storm drain. According to the NES, no Army Corp. of Engineers defined wetlands or California Department of Fish and Game defined riparian vegetation is located within the permanent impact area of the project site. Therefore, the proposed project would have no impact on federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.)-either individually or in combination with the known or probable impacts of other activities through direct removal, filling, hydrological interruption, or other means. **No Impact.**

d. The NES prepared for the project indicates that remnants of several swallow nests from a previous year were located on the underside of Heacock Bridge. Swallows are migratory birds that are protected under the Migratory Bird Treaty Act (MBTA) of 1936 and by the California Fish and Game Code. It is recommended that construction activities take place between September 1st and February 14th to avoid the nesting season of federally and state protected migratory birds. Native breeding birds (except game birds, Rock Doves, House Sparrows, and Starlings), regardless of their listing status, are protected under the MBTA. Potential impacts on breeding birds are considered significant under CEQA.

Therefore, if construction occurs between February 15th and August 31st, the following Mitigation Measure MM.IV-2 is required.

Mitigation Measure:

MM.IV-2: A pre-construction survey shall be conducted prior to construction activities to determine the presence or absence of active breeding migratory bird nests within or adjacent to the project site. A qualified biologist shall conduct the survey.

- If an active nest is found, the bird shall be identified to species and the approximate distance from the closest work site to the nest estimated. No additional measures need be implemented if active nests are more than the following distances from the nearest work site: (a) 500 feet for raptors; or (b) 250 feet for other non-special-status bird species.
- If active nests are closer than those distances to the nearest work site and there is the potential for destruction of a nest or substantial disturbance to nesting birds due to construction activities, nests shall be avoided by placing a 250 ft. (500 ft. for raptors) non-disturbance buffer around the nest tree. The buffer shall be fenced with orange



construction fencing prior to initiation of grading or vegetation removal. The non-disturbance buffer zone shall remain in place until it has been determined by a qualified biologist that the young have fledged and are flying well enough to avoid the project construction zone, typically by August 31st.

- A qualified biologist shall periodically monitor any confirmed nest sites (with non-disturbance buffers) during construction to determine if grading activities occurring outside the buffer zone disturb the birds and if the buffer zone should be increased to prevent nest abandonment. The nest trees shall be monitored until all nests have been abandoned (for non-project related reasons) or the young have fledged.

If no nesting birds are found on-site during this time period, construction activities may continue as planned. **Less Than Significant With Mitigation Incorporated.**

e. Neither the City of Moreno Valley nor the March JPA have any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance. In addition, there are no significant biological resources existing on the project site. **No Impact.**

f. The Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP or Plan) is a comprehensive, multi-jurisdictional Habitat Conservation Plan (HCP) focusing on Conservation of species and their associated Habitats in Western Riverside County. This Plan is one of several large, multi-jurisdictional habitat-planning efforts in Southern California with the overall goal of maintaining biological and ecological diversity within a rapidly urbanizing region.¹⁴ The NES prepared for the project indicates that there are no resources protected by the Plan located in the project area. **No Impact.**

¹⁴ Riverside County. *Western Riverside County Multiple Species Habitat Conservation Plan*. Available at <http://www.rctlma.org/mshcp/volume1/sec1.html>. Accessed March 31, 2009.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
V. CULTURAL RESOURCES - Would the project:				
a. Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Cause a substantial adverse change in the significance of a unique archaeological resource pursuant to §15064.5?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Disturb any human remains, including those interred outside of formal cemeteries?	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Discussion:

a. The proposed project would replace the existing Heacock Street Bridge and make improvements to the existing Perris Valley Storm Drain system. Although the existing bridge was constructed in 1955, Caltrans Structure Maintenance & Investigations' *Historical Significance – Local Agency Bridges* database (updated April 2008) indicates that Bridge 56C0233 is not eligible for the National Register of Historic Places (NRHP). According to the NRHP, there are no potentially eligible historic properties or archaeological resources within or adjacent to the construction area.¹⁵ Therefore, no substantial adverse change in the significance of a historical resource would result. **No Impact.**

b. The proposed project would replace the existing Heacock Street Bridge and make improvements to the existing Perris Valley Storm Drain system. No archaeological resources have been identified or are known to exist in the project area. However, there is the potential that undiscovered archaeological resources may be unearthed during excavation and grading at the project site. With the implementation of the recommended mitigation measure, impacts on archaeological resources would be less than significant. **Less Than Significant With Mitigation Incorporated.**

Mitigation Measure:

MM.V-1: In the event that archaeological resources are encountered during project grading or excavation, all earth-moving activities shall cease until the archaeological resources are properly assessed and an appropriate treatment plan is determined by a qualified archaeologist.

¹⁵ National Park Service. *National Register of Historic Places* website. Accessed at http://www.nr.nps.gov/iwisapi/explorer.dll?IWS_SCHEMA=NRIS1&IWS_LOGIN=1&IWS_REPORT=100000066 on September 18, 2008.

c. The proposed project would replace the existing Heacock Street Bridge and make improvements to the existing Perris Valley Storm *Drain* system. No paleontological resources have been identified or are known to exist in the project area. However, there is the potential that undiscovered paleontological resources may be unearthed during excavation and grading at the project site. With the implementation of the recommended mitigation measure, impacts on paleontological resources would be less than significant. **Less Than Significant With Mitigation Incorporated.**

Mitigation Measure:

MM.V-2: In the event that paleontological resources are encountered during project grading or excavation, all earth-moving activities shall cease until the paleontological resources are properly assessed and an appropriate treatment plan is determined by a qualified paleontologist.

d. No known human remains are known to be present in the project area. In the event that excavation activities do uncover human remains, appropriate federal and State guidelines would be followed. With the implementation of the recommended mitigation measure, impacts on previously unidentified human remains would be less than significant. **Less Than Significant With Mitigation Incorporated.**

Mitigation Measure:

MM.V-3: If human remains are discovered, there will be no disposition of such human remains, other than in accordance with the procedures and requirements set forth in California Health and Safety Code Section 7050.5 and Public Resources Code Section 5097.98. Notification is required of the County Coroner and the Native American Heritage Commission (NAHC) if remains are thought to be of Native American origin. If Native American remains are discovered, then the NAHC must notify those persons believed to be the most likely descended from the deceased Native American for appropriate disposition of the remains.



VI. GEOLOGY AND SOILS - Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
ii) Strong seismic ground shaking?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
iii) Seismic-related ground failure, including liquefaction?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iv) Landslides?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in substantial soil erosion or the loss of topsoil?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction, or collapse?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994) creating substantial risks to life or property?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a.i. The project site is not located in the vicinity of a known earthquake fault, as mapped by the State Geologist in accordance to the Alquist-Priolo Special Studies Zone Act.¹⁶ Under this act, prior to approval of structures for human occupancy within a special study zone, a geologic study must be undertaken to determine the precise location and necessary set backs from identified faults.¹⁷ The closest fault is the San Jacinto Fault, approximately 7.0 miles to the northeast of the project site. In addition, the proposed project would not construct habitable structures. Therefore, the project would not expose people or structures to the risk of loss, injury or death involving rupture of a known earthquake fault. **No Impact.**

¹⁶ City of Moreno Valley. *Moreno Valley General Plan*. July 11, 2006. Figure 6-3, Geologic Faults & Liquefaction. Page 6-18. Accessed at http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf on January 28, 2009.

¹⁷ City of Moreno Valley. *Moreno Valley General Plan*. July 11, 2006. Page 6-17. Accessed at http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf on January 28, 2009.

- a.ii. According to the General Plan, the primary seismic hazards facing the area are ground rupture and seismic shaking. Ground shaking is the greatest cause of damage in an earthquake. The intensity of ground shaking in an earthquake depends on several factors including the magnitude of the earthquake, distance from the earthquake epicenter, and soil conditions.¹⁸ The proposed project would replace an existing bridge and make improvements to an existing storm drain system and would present the same risks from seismic ground shaking as does the existing use. The project site, like much of southern California, would be subject to ground shaking in the event of an earthquake. The proposed project would comply with all applicable development standards. Therefore, project impact in relation to the risk of loss, injury or death due to seismic ground shaking would be less than significant. **Less Than Significant Impact.**
- a.iii. According to the General Plan, the project site is at least 0.5 miles to the east of a potential liquefaction zone and approximately 2.0 miles to the northwest of another potential liquefaction zone.¹⁹ In addition, liquefaction is not considered to be a local hazard since groundwater levels in Moreno Valley are far below the surface.²⁰ Therefore, the project would not expose people or structures to the risk of loss, injury or death involving seismic ground failure from liquefaction. **No Impact.**
- a.iv. The project site is located in a relatively flat area and is not adjacent to any mountain slopes. Therefore, no project impact in relation to landslides would result. **No Impact.**
- b. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. Construction of the proposed project would disturb soil during excavation and grading of the project site. Best Management Practices (BMPs) would be implemented consistent with the National Pollutant Discharge Elimination System (NPDES) permit to reduce the impact of soil erosion on stormwater discharge. As such, project construction impacts associated with soil erosion or the loss of topsoil would be less than significant. **Less Than Significant Impact.**
- c. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. The City's General Plan indicates that the project site is not located in an area of *Potential Liquefaction*.²¹ The closest area of *Potential Liquefaction*, according to the General Plan, is generally in the northwestern part of MARB. Therefore, the proposed project would not be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project. **No Impact.**

¹⁸ City of Moreno Valley. *Moreno Valley General Plan*. July 11, 2006. Page 6-17. Accessed at http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf on January 28, 2009.

¹⁹ City of Moreno Valley. *Moreno Valley General Plan*. July 11, 2006. Figure 6-3, Geologic Faults & Liquefaction. Page 6-18. Accessed at http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf on January 28, 2009.

²⁰ City of Moreno Valley. *Moreno Valley General Plan*. July 11, 2006. Page 6-19. Accessed at http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf on January 28, 2009.

²¹ City of Moreno Valley. *Moreno Valley General Plan*. July 11, 2006. Figure 6-3, Geologic Faults & Liquefaction. Page 6-18. Accessed at http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf on January 28, 2009.



d. According to the General Plan, none of the soil associations in the Moreno Valley study area are significantly limited by soil corrosiveness or shrink-swell characteristics that could affect the construction of roads, foundations of structures, or other urban uses.²² Therefore, the project site would not be located on expansive soil and would not create a substantial risks to life or property. **No Impact.**

e. The proposed project does not include the use of septic tanks or alternative wastewater disposal systems. Therefore, no project impact in relation to a soil's capability to support septic tanks or alternative wastewater disposal systems would result. **No Impact.**

²² City of Moreno Valley. *Moreno Valley General Plan*. July 11, 2006. Page 7-7. Accessed at http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf on January 28, 2009.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
<u>VII. HAZARDS AND HAZARDOUS MATERIALS</u> - Would the project:				
a. Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Create a significant hazard to the public or the environment through the reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Be located on a site, which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
h. Expose people or structures to the risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. Construction activities at the project site would be short-term in nature and would involve limited transport, storage, use and disposal of hazardous materials associated with construction. Fueling and servicing of construction equipment would not take place on-site. Materials used in the construction of the project are not acutely hazardous, and all storage, handling, and disposal of these materials are regulated by the Department of Toxic Substances Control (DTSC), the United States Environmental



Protection Agency (USEPA), and the Occupational Safety and Health Administration (OSHA). Adherence by the construction contractor to the regulations set forth by these organizations would reduce hazards from routine transport, use, or disposal of hazardous materials from construction to a less than significant level. Operation of the proposed project would not involve the use of any type of hazardous substance. Therefore, overall project impact in relation to the routine transport, use, or disposal of hazardous materials would be less than significant. **Less Than Significant Impact.**

b. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. Construction of the proposed project would involve the use of potentially hazardous materials, including vehicle fuels, oils, and transmission fluids. However, all hazardous materials would be contained, stored, and used in accordance with manufacturers' instructions and handled in compliance with applicable standards and regulations. Also, none of these materials are considered to be acutely hazardous. Operation of the proposed project would not require the use of hazardous materials. Therefore, project impact in relation to upset and accident conditions involving the release of hazardous materials into the environment would be less than significant. **Less Than Significant Impact.**

c. The closest school is Rainbow Ridge Elementary School, located approximately 0.65 miles to the northwest of the project site. Construction activities would be short-term in nature and would involve limited transport, storage, use and disposal of hazardous materials associated with construction. Fueling and servicing of construction equipment would not take place on-site. Materials used in the construction of the project are not acutely hazardous, and all storage, handling, and disposal of these materials are regulated by the Department of Toxic Substances Control (DTSC), the United States Environmental Protection Agency (USEPA), and the Occupational Safety and Health Administration (OSHA). Adherence by the construction contractor to the regulations set forth by these organizations would reduce hazardous emissions impacts from construction to less than significant levels. **Less Than Significant Impact.**

Operation of the proposed project would not involve the use of any substances which are considered acutely hazardous. Therefore, overall, the proposed project would have a less than significant impact on hazardous emissions or the handling of hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school. **Less Than Significant Impact.**

d. The DTSC's EnviroStor Database indicated that there are no hazardous waste sites or clean-up site on or in immediate proximity to the proposed project area.²³ See DTSC EnviroStor Database Satellite Overhead, Figure VII-1. Therefore, the proposed project would not create a significant hazard to the public or the environment due to being on or in proximity to a hazardous materials site. **No Impact.**

e. The project site is not within two miles of a public use airport, but it is adjacent to March Air Reserve Base (MARB). The proposed project would replace an existing bridge and make improvements to an existing storm drain system. As the proposed use would be the same as the existing use, and no significant above ground structures would be associated with the project, the proposed project would have no impact in relation to safety hazards due to public airport activities. **No Impact.**

²³ California Department of Toxic Substance Control. EnviroStor website. Accessed at <http://www.envirostor.dtsc.ca.gov/public/> on September 17, 2008.

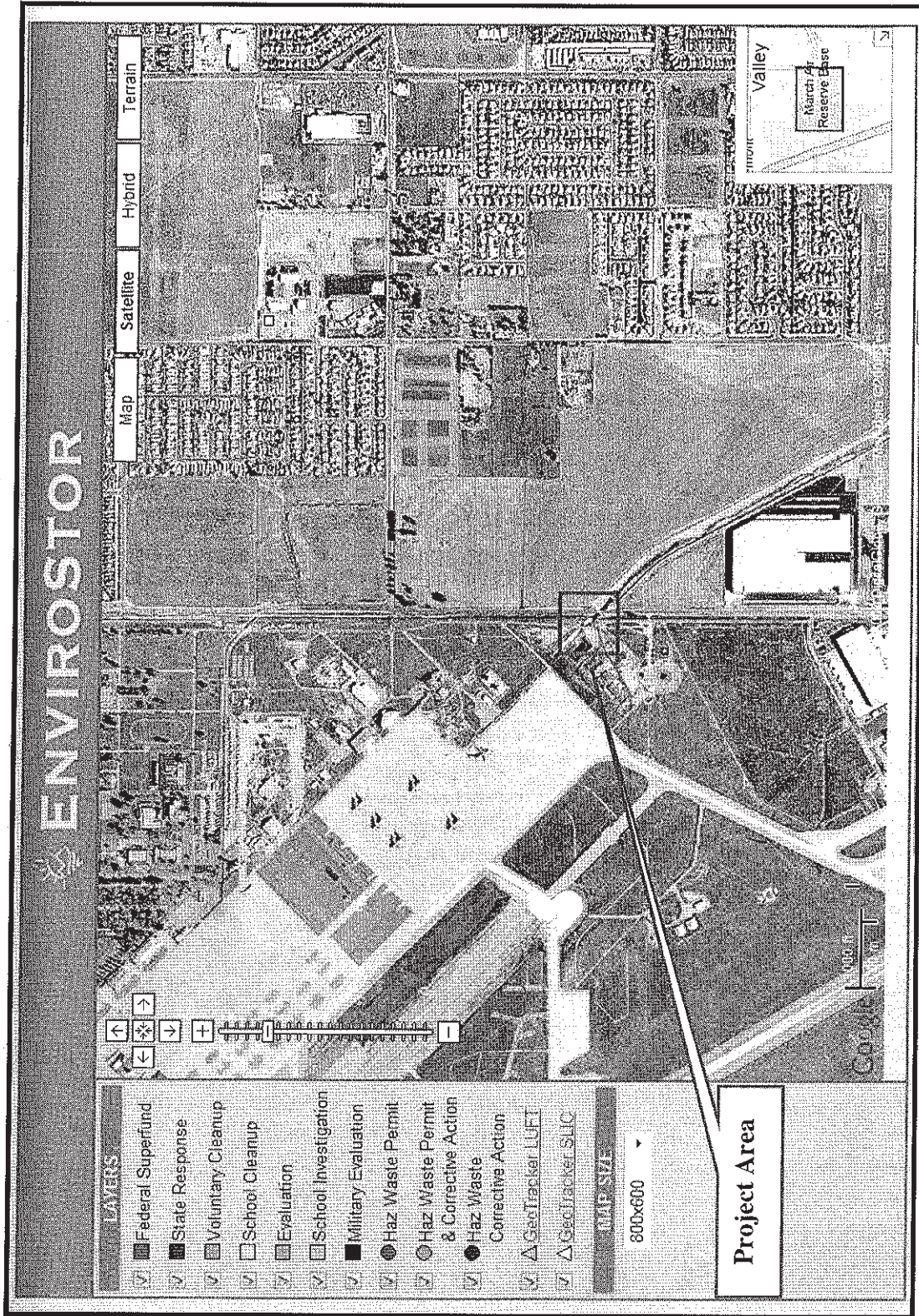
f. The project site is not within two miles of a private airstrip, but it is adjacent to MARB. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. As the proposed use would be the same as the existing use, and no significant above ground structures would be associated with the project, the proposed project would have no impact in relation to safety hazards due to private airstrip activities. **No Impact.**

g. The proposed project would replace the existing bridge and construct a new bridge that would connect the existing two lanes of traffic on both sides of the bridge structure. During the demolition of the existing bridge and the construction of the replacement bridge, access through the area and to the surrounding parcels would not be affected. Parcels immediately east of the project site are vacant and MARB is to the west. The nearest residential areas are approximately a half mile or more away from the project site. The residential areas are accessed by Iris Avenue to the north and traffic can be detoured in the event that the City determines that street closure at the bridge site would be necessary. Emergency access to the gate nearest the proposed project site would not be affected during demolition and construction activities. The MARB Fire Department has indicated that emergency access is not an issue. As such, access to and from the surrounding areas would not be significantly affected during project construction.

After the bridge replacement and storm drain improvements have been made, operation would be similar to current conditions and would not physically interfere with adopted emergency response or evacuation plans. Therefore, the proposed project would have a less than significant impact with respect to implementation of or interference with adopted emergency response or evacuation plans. **Less Than Significant Impact.**

h. The proposed project would replace an existing bridge and make improvements to the existing storm drain system. The project would not build any habitable structures. In addition, the project site is not located adjacent to any wildlands. The General Plan Land Use Map designates the areas immediately adjacent to the project site as Business Park and Light Industrial. Therefore, the proposed project would not subject people or structures to a significant risk of loss, injury, or death as a result of exposure to wildland fires. **No Impact.**

Figure VII-1
DTSC EnviroStor Database Satellite Overhead





	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
VIII. HYDROLOGY AND WATER QUALITY - Would the project:				
a. Violate any water quality standards or waste discharge requirements?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (i.e., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner, which would result in substantial erosion or siltation on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner, which would result in flooding on- or off-site?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems to provide substantial additional sources of polluted runoff?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Otherwise substantially degrade water quality?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. Place within a 100-year floodplain structures that would impede or redirect flood flows?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
j. Inundation by seiche, tsunami, or mudflow?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a. The project site is regulated by the Santa Ana Regional Water Quality Control Board (SARWQCB). Construction sites one acre or larger must apply for coverage under a National Pollution Discharge Elimination System (statewide general stormwater) permit. In accordance with existing regulations, the City shall prepare and implement Best Management Practices (BMPs) and a Stormwater Pollution Prevention Plan (SWPPP) for construction and operation of the proposed project. Compliance with existing regulations would result in a less than significant impact. Compliance with requirements set forth by the SARWQCB would reduce construction impacts on water quality to a less than significant level. Because the proposed project would not construct buildings or increase population, operation of the proposed project would not be a new source of wastewater and would not require wastewater treatment. Therefore, project impact on water quality standards or waste discharge requirements would be less than significant. **Less Than Significant Impact.**

b. Construction of the proposed project, which includes the replacement of an existing bridge and improvements to the existing storm drain system, would require a minimal amount of water supply. Project operation of the new bridge and improved storm drain system would not require the use of water supplies. The project would replace the channel underneath the bridge with a four-celled Reinforced Concrete Box (RCB) with 12.5 feet wide and 8 feet high cells. The proposed project would add some additional impervious surfaces as part of the bridge replacement and storm drain improvements, but would not substantially impact groundwater recharge. Based on the General Plan EIR²⁴, the project site is not located within an aquifer recharge area. The project area is not located within the four aquifers identified in LAPM page 6-88 (May 30, 2008). Therefore, the proposed project would not substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level during construction. **Less Than Significant Impact.**

c. The proposed project would not substantially alter the existing drainage pattern of the area. The proposed project would make improvements to the Perris Valley Storm Drain. Water flow in the channel underneath the existing Heacock Street Bridge is conducted through a twenty four (24) foot bottom by eleven (11) foot depth section. The project would replace the channel underneath the bridge with a four-celled Reinforced Concrete Box (RCB) with 12.5 feet wide and 8 feet high cells. Due to the increase in water flow downstream, the project would also extend the existing riprap pad to slow water velocities to non-erosive levels. Erosion during project construction would be minimized by the use of Best Management Practices (BMPs). Therefore, the project would not result in substantial erosion or siltation on- or off-site due to construction or alterations to the existing drainage pattern. Project impact would be less than significant. **Less Than Significant Impact.**

d. The proposed project would make improvements to the Perris Valley Storm Drain (PVSD). The proposed improvements to the storm drain channel are consistent with the Riverside County Flood Control and Water Conservation District's (RCFC) ultimate design for the improved Heacock Channel Line B as presently defined by the RCFC's concept for future improvements. The RCFC concept includes offsetting the bridge to the north to bring the existing base channel in alignment with the Perris

²⁴ City of Moreno Valley. *Moreno Valley General Plan Final Program EIR*. July 2006. Figure No. 5.7-2, Groundwater Basins. Page 5.7-5. Accessed at http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/icir/eir-tot.pdf on January 28, 2009.

Valley Channel and to provide more space for the curve required to bring Heacock Channel into alignment with the Perris Valley Channel. As the improvements to the PVSD are intended to improve channel water flow capacity, there would be a decrease in the probability of flooding on- or off-site. In addition, operation of the replacement bridge would not result in a significant increase in surface runoff compared to existing conditions. Therefore, project impact on flooding due to alteration of the existing drainage pattern would be less than significant. **Less Than Significant Impact.**

e. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. The project would not construct new buildings or increase population; therefore, the project would not create a significant new source of runoff water. Pollution from vehicle fluids would remain similar to existing conditions, as the project will join the existing two-lane Heacock Street, and accommodate future Heacock Street improvements as provided for in the City's General Plan. Therefore, project impact on runoff water or polluted runoff would be less than significant. **Less Than Significant Impact.**

f. The proposed project would have no additional impacts to water quality beyond those discussed in the preceding questions. During construction of the project, the City would adhere to the City's General Plan policies, specifically Policy 6.2.5 which states that the "storm drain system shall conform to Riverside County Flood Control and Water Conservation District master drainage plans and the requirements of the Federal Emergency Management Agency" and Policy 7.2.2 which states that the "City shall comply with the provisions of its permit(s) issued by the Regional Water Quality Control Board for the protection of water quality pursuant to the National Pollutant Discharge Elimination System." Water quality after project construction would be similar to existing conditions, as the project would not increase the amount of traffic on Heacock Street. Therefore, project impact on water quality would be less than significant. **Less Than Significant Impact.**

g. According to the National Flood Insurance Program Flood Insurance Rate Map (FIRM) Number 065065C0765G, published for the City of Moreno Valley by the Federal Emergency Management Agency, the proposed project's site is located at the boundary between two types of floodplain designations. MARB is located in Zone D (Areas in which flood hazards are undetermined, but possible) while the areas east of Heacock Street are in Zone AH (Flood Depths of 1 to 3 feet [usually areas of ponding]; Base Floods Elevations Determined). See *Figure VIII-1*, Flood Insurance Rate Map, and *Figure VIII-2*, Riverside County Transportation and Land Management Agency GIS Floodplain Report.

The *Location Hydraulic Study Form* prepared for the proposed project states that "[t]he floodplain is located along Heacock Street...The floodplain is the result of insufficient capacity in the [PVSD] channel located on the west side of Heacock Street. The channel is unable to contain 100-year storm flows, therefore the floodplain crosses over Heacock Street and into properties to the east, as depicted on the FIRM." As such, the proposed project is within the base 100-year floodplain. However, the proposed project would make improvements that would have the capacity to convey the 100-year storm flows. In addition, the proposed project would not build housing. Therefore, no project impact on housing within a 100-year floodplain would result. **No Impact.**

h. Refer to response in question VIII.g. about the floodplain designation of the project site. The proposed project would improve flood control facilities in the PVSD. The project would not change the general direction of surface flows and would incorporate features to improve the existing drainage

channel. Therefore, no project impact on structures which would impeded or redirect flood flows within a 100-year flood hazard area would result. **No Impact.**

i. Refer to response in questions VIII.g and VIII.h. The proposed project would improve an existing drainage channel and improve flood control facilities. According to the General Plan, dam inundation is a potential, albeit remote, flood hazard through several portions of the Moreno Valley study area. This condition is based on the assumption of instantaneous failure of a dam with the reservoir at or near its full capacity. Two locations of concern exist within the Moreno Valley study area: Poorman Reservoir (Pigeon Pass Reservoir) and Lake Perris.²⁵ Poorman Reservoir is located approximately 5.0 miles north of the project site. Lake Perris is approximately 3.0 miles southeast of the project site. As such, project impact in terms of exposure of people or structures to a significant risk of loss, injury or death involving flooding (including flooding as a result of the failure of a levee or dam) would be less than significant. **Less Than Significant Impact.**

j. As the project site is at least 40.0 miles east of the Pacific Ocean, the project would not result in any impact from tsunamis. In terms of seiche, the closest body of surface water is Lake Perris, approximately 3.0 miles to the southeast of the project site. Failure of the dam at Lake Perris would only affect a very small area south of Nandina Avenue along the Perris Valley Storm Drain and the Mystic Lake area in the southeast corner of the study area.²⁶ The project site would not be impacted by the failure of the dam at Lake Perris.²⁷ In addition, the project site is located in a relatively flat area and would not be subject to mudflows. Therefore, no impact from inundation by seiche, tsunami or mudflow would result at the project site. **No Impact.**

²⁵ City of Moreno Valley. *Moreno Valley General Plan*. July 11, 2006. Page 6-24. Accessed at http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf on January 28, 2009.

²⁶ City of Moreno Valley. *Moreno Valley General Plan*. July 11, 2006. Page 6-24. Accessed at http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf on January 28, 2009.

²⁷ City of Moreno Valley. *Moreno Valley General Plan*. July 11, 2006. Figure 6-4, Flood Hazards. Page 6-26. Accessed at http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf on January 28, 2009.

Figure VIII-1
Flood Insurance Rate Map

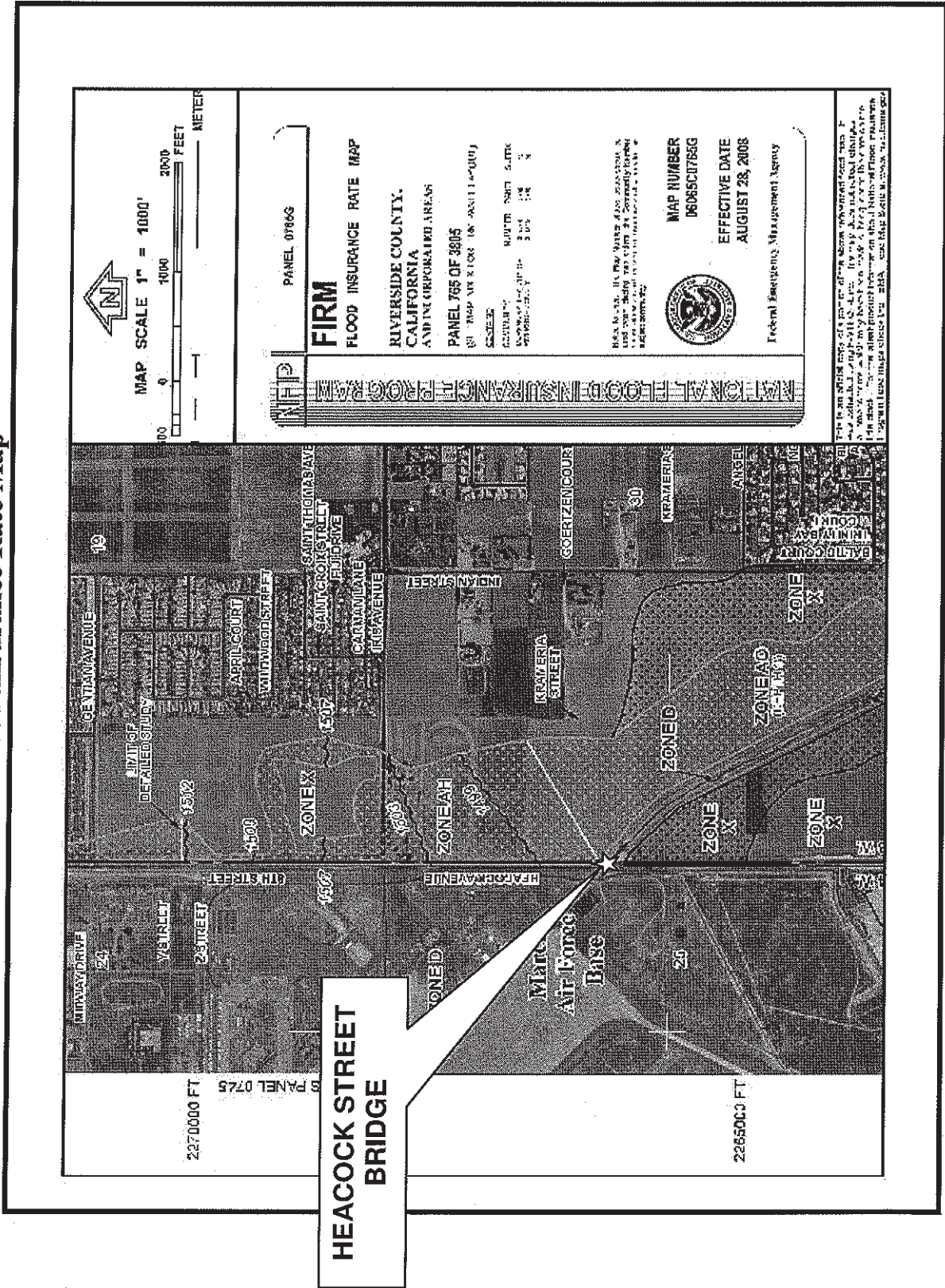
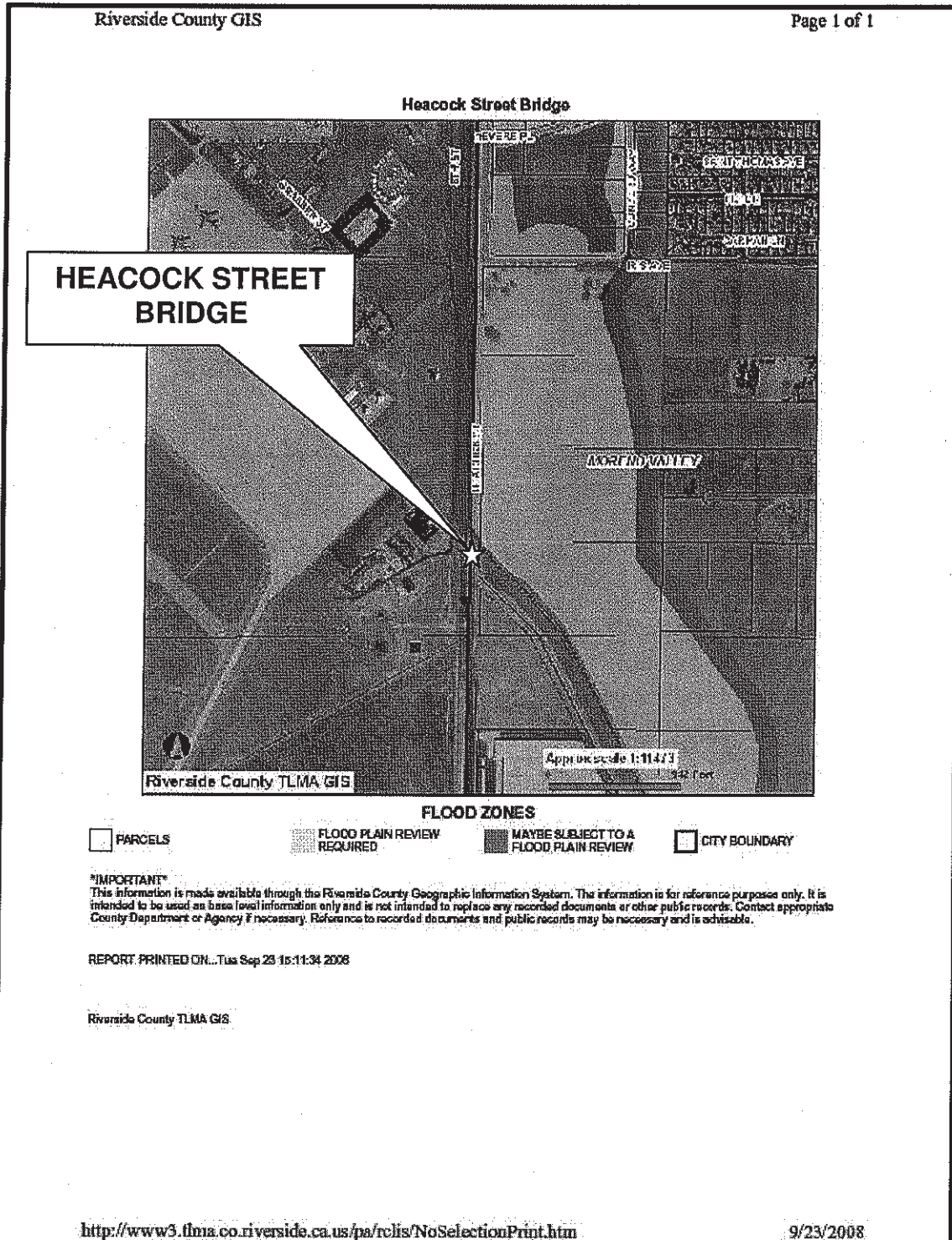


Figure VIII-2 Riverside County Transportation and Land Management Agency GIS Floodplain Report



IX. LAND USE AND PLANNING – Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Physically divide an established community?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Conflict with any applicable land use plan, policy, or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Conflict with any applicable habitat conservation plan or natural communities conservation plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. The proposed project would not include new buildings or structures that would physically divide an established community. Therefore, no project impact would result. **No Impact.**

b. Heacock Street is identified as a major arterial in the Moreno Valley Industrial Area Plan (Specific Plan 208)²⁸. The proposed project would maintain the current land uses as a roadway and storm drain system and would not conflict with any policies or regulations in the City's General Plan or Specific Plan. Therefore, the proposed project would not conflict with any applicable land use plan, policy or regulation of an agency with jurisdiction over the project. **No impact**

c. The proposed project would replace the existing Heacock Street Bridge. There are no habitat conservation plans or natural communities conservation plans on, or in proximity to the project site. As identified in the Riverside County Habitat Conservation Agency's SKR Reserves Map²⁹, the nearest reserve area is surrounding Lake Perris, which is approximately three miles from the project site. As future use of the project site would remain the same as current use, the proposed project would not conflict with any applicable habitat conservation plan or natural communities conservation plan. **No Impact.**

²⁸ City of Moreno Valley. *Moreno Valley Industrial Area Plan (Specific Plan 208)*. Adopted by Ordinance No. 204, June 27, 1989. Amended by Ordinances 588 and 598, June 26, 2001 and March 12, 2002. Accessed at http://www.moreno-valley.ca.us/city_hall/departments/specificplans/sp-208-3-0302-598.pdf on January 28, 2009.

²⁹ Riverside County Habitat Conservation Agency. *SKR Reserves Map*. Dated August 20, 2008. Accessed at http://www.skrplan.org/docs/reserve_maps/SKRPlanArea_Updated.pdf on January 29, 2009.

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
X. MINERAL RESOURCES - Would the project:				
a. Result in the loss of availability of a known mineral resource that would be of value to the region and residents of the state?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan, or other land use plan?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a. According to the Conservation Element of the General Plan, the primary mineral resources in the City are rock, gravel and sand deposits³⁰. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. The project site is not currently mined for mineral resources. Therefore, there would be no impact on the availability of a known mineral resource that would be of value to the region and residents of the state as a result of the proposed project. **No Impact.**

b. According to the Conservation Element of the General Plan, the primary mineral resources in the City are rock, gravel and sand deposits. The General Plan designates one "recently active sand and gravel quarry" on the Jack Rabbit Canyon Quarry, which is located approximately 10 miles east of the project site, adjacent to the Quail Ranch Golf Course. According to the General Plan, the quarry was "inactive as of 2001... [and] the extent of the associated sand and gravel deposit is very limited."³¹ The proposed project would replace an existing bridge and make improvements to an existing storm drain system. The project site is not currently delineated on a local general plan, specific plan, or other land use plan as an important mineral resource recovery site. Therefore, no impact would occur as a result of the proposed project. **No Impact.**

³⁰ City of Moreno Valley. *Moreno Valley General Plan*. July 11, 2006. Accessed at http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf on January 28, 2009.

³¹ Ibid.

XI. NOISE - Would the project result in:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
e. For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. For a project within the vicinity of a private airstrip would the project expose people residing or working in the project area to excessive noise levels?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

Noise is defined as sound that is unwanted, undesirable, or annoying.³² Sound is mechanical energy transmitted by pressure waves in a compressible medium such as air and is most commonly characterized by pressure level. Noise measurements are weighted more heavily within the frequencies of maximum human sensitivity; these measurements are written as dBA, or A-weighted decibels.

A noise environment consists of a base of steady "background" noise that is the sum of many distant and indistinguishable noise sources. Superimposed on this background noise is the sound from individual local sources. These can vary from an occasional aircraft or train passing by to virtually continuous noise from, for example, traffic on a major highway.

To the human ear, a sound 10 dBA higher than another is judged to be twice as loud; 20 dBA higher is four times as loud; and so forth. In general, a difference of more than 3 dBA is a perceptible change in environmental noise, while a 5-dBA difference typically causes a change in community reaction, and an increase of 10 dBA is perceived by people as doubling of loudness.³³

³² Ventura County Initial Study Assessment Guidelines. February 2006.

³³ U.S. Environmental Protection Agency (USEPA). *Information on Levels of Environmental Noise Requisite to Protect Public Health and Welfare with an Adequate Margin of Safety*. March 1974.

Noise Scales

Several rating scales have been developed to analyze the adverse effect of community noise on people. Because environmental noise fluctuates over time, these scales account for the dependence of the effect of noise on the total acoustical energy content as well as the duration of occurrence. The noise scales that are typically used are the equivalent noise level (L_{eq}), and the community noise equivalent level (CNEL). L_{eq} is a measurement of the acoustic energy content of noise averaged over a specified time period. Thus, the L_{eq} of a time-varying sound and that of a steady sound are the same if they deliver the same amount of energy to the receptor ear during exposure. CNEL is a 24-hour average L_{eq} that accounts for the sensitivity to noise during evening and nighttime hours. CNEL is calculated by adding 5 dBA to sound levels in the evening (7:00 p.m. to 10:00 p.m.) and adding 10 dBA to sound levels at night (10:00 p.m. to 7:00 a.m.). Another noise metric is the L_{dn} - a 24-hour average L_{eq} that accounts for the sensitivity to noise during nighttime hours. L_{dn} is calculated by adding 10 dBA to sound levels at night (10:00 p.m. to 7:00 a.m.).

Noise Level Standards

The proposed project is located within the City of Moreno Valley. To limit population exposure to physically and/or psychologically damaging as well as intrusive noise levels, the City of Moreno Valley has established standards and ordinances to control noise. The proposed project involves improvements to the Heacock Street Bridge and underlying flood control channel. Since operation of the proposed project would not change noise environment pre-existing in the project vicinity, only construction related noise standards would be discussed here.

Noise Ordinance

The City of Moreno Valley has adopted a noise ordinance which is designed to control unnecessary, excessive and annoying sounds. The Ordinance's requirements do not apply to transportation noise sources such as heavy trucks traveling on public roadways. Federal and State laws preempt control of such noise sources on public roads.

The Ordinance's standards apply to any noise sources generated on private property, including continuous and impulsive noise. For instance, the maximum continuous sound level shall not exceed 90 dBA for eight (8) continuous hours within the City. In addition, the City also restricts the maximum allowable non-impulsive sound levels generated on residential and commercial land uses during the daytime and nighttime. These levels, when measured at a distance of two hundred (200) feet or more from the real property line of the source of the sound, if the sound occurs on privately owned property, or 200 feet from the source of the sound, if the sound occurs on public right-of-way, public space or other publicly owned property, are shown in **Table XI-1** (Maximum Sound Levels for Source Land Uses).

Table XI-1
Maximum Sound Levels for Source Land Uses

Type of Land Use	Time Period	Noise Levels (dBA)
Residential	Daytime	60
	Nighttime	55
Commercial	Daytime	65
	Nighttime	60

Source: City of Moreno Valley Noise Ordinance Section 11.80.030.

For all construction activities, Moreno Valley prohibits any construction during the hours of 8:00 p.m. to 7:00 a.m. the following day that creates a noise disturbance (i.e. disturbs a reasonable person of normal sensitivities, or exceeds the sound level limits, or is plainly audible at a distance of 200 feet from the property line or the source of the sound if the sound occurs on public property). Exceptions to this standard can be granted by the City Engineer.

Noise Impacts

a. Construction and operation of the proposed project may expose persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance.

Construction (Short-Term Impacts)

Construction of the proposed project may generate short-term and intermittent high noise levels. Construction noise levels would fluctuate depending on construction activity, equipment type and duration of use, and the distance between noise source and receiver. Typical sound emission characteristics of construction equipment are provided in **Table XI-2** (Typical Construction Equipment Noise Levels).

**Table XI-2
Typical Construction Equipment Noise Levels**

Equipment Type	Range of Noise Level of Equipment at 50 ft. (in dBA)	Suggested Noise Level for Analysis at 50 ft. (in dBA)
Dozer	77-90	83
Trucks	81-95	88
Backhoe	81-90	83
Concrete Pump	74-84	82
Mobile Crane	80-85	83
Forklift	81-86	84
Paver	82-92	89
Shovel	77-90	82
Pavement Breaker	75-85	82
Pneumatic Tools	78-88	85
Air Compressor	76-89	81
Generator	71-87	80
Pump	68-80	76
Concrete Mixer Truck	69-89	85
Electric Saw	59-80	78

Source:

1. U.S. Environmental Protection Agency, Noise from Construction Equipment and Operations, Building Equipment, and Home Appliances, December 1971.
2. County of Ventura, Construction Noise Threshold Criteria and Control Measures, May 2002.

Construction noise from the project, which at times would exceed 80 dBA, would fluctuate and be intermittent. Since no sensitive land uses are located within the vicinity of the construction site, construction of the proposed project would not cause annoyance for any sensitive receptors. Adherence to the City's noise ordinance regarding construction hours would ensure noise impacts from the proposed project's construction activities remain less than significant.

Operation (Long-Term Impacts)

Operation of the proposed project would not change the pre-existing noise environment in the project vicinity. Therefore, no impact would be expected.

Less Than Significant Impact.

b. Vibration is sound radiated through the ground. The rumbling sound caused by vibration is called groundborne noise. The ground motion caused by vibration is measured as peak particle velocity (PPV) in inches per second and is referenced as vibration decibels (VdB). Typical outdoor sources of perceptible groundborne vibration are construction equipment and traffic on rough roads.

The American National Standards Institute (ANSI) indicates that vibration levels in critical care areas, such as hospital surgical rooms and laboratories, should not exceed 0.2 inch per second of PPV.³⁴ The Federal Transit Administration (FTA) also uses a PPV of 0.2 inch per second as vibration damage threshold for fragile buildings and a PPV of 0.12 inch per second for extremely fragile historic buildings. The FTA criterion for infrequent groundborne vibration events (less than 30 events per day) that may cause annoyance are 80 VdB for residences and buildings where people normally sleep, and 83 VdB for institutional land uses with primarily daytime use.³⁵

Construction (Short-Term Impacts)

It is expected that groundborne vibration from project construction activities would cause only intermittent, localized intrusion. The FTA has published standard vibration level and peak particle velocities for construction equipment operations.³⁶ The calculated root mean square (RMS) velocity level expressed in VdB and PPV for construction equipment at distances of 25, 50, and 100 feet are listed in **Table XI-3** (Vibration Levels of Construction Equipment).

Table XI-3
Vibration Levels of Construction Equipment

Equipment	PPV at 25 ft (in/sec)	RMS at 25 ft (VdB)	PPV at 50 ft (in/sec)	RMS at 50 ft (VdB)	PPV at 100 ft (in/sec)	RMS at 100 ft (VdB)
Loaded Truck	0.0760	86	0.0269	77	0.0095	68
Jackhammer	0.0350	79	0.0124	70	0.0044	61
Small Bulldozer	0.0030	58	0.0011	49	0.0004	40

Source: Federal Transit Administration (FTA), 2006. *Transit Noise and Vibration Impact Assessment*. May, Chapter 12.

As shown in **Table XI-3**, the vibration level of construction equipment would be below the FTA damage threshold of 0.12 inch per second PPV for fragile historic buildings at a distance of 25 feet from the construction equipment operation. Since no building structures would be located within 25 feet of the construction site, vibration from the project's construction would not cause any structural damage. Further, since no sensitive receptors are located within close vicinity of the project site, construction of

³⁴ American National Standards Institute (ANSI). *Guide to the Evaluation of Human Exposure to Vibration in Buildings*. ANSI S.329-1983. 1983.

³⁵ Federal Transit Administration. *Transit Noise and Vibration Impact Assessment*. May 2006.

³⁶ Ibid.

the proposed project would not generate groundborne vibrations that would cause human annoyance as well. Therefore, the construction impact would be less than significant.

Operation (Long-Term Impacts)

Operation of the proposed project would not introduce new sources of groundborne vibration. Therefore, no impact would occur due to the proposed project's operation.

Less Than Significant Impact.

c. As discussed previously, operation of the proposed project would not introduce new stationary and/or mobile noise sources. Therefore, no impacts are expected from the proposed project operation. **No Impact.**

d. As discussed previously, the proposed project would potentially generate high noise levels during the short-term construction activities. However, with adherence to applicable noise ordinance, the impact of the proposed project on temporarily increasing ambient noise levels in the vicinity of the proposed project would be considered less than significant. **Less Than Significant Impact.**

e. The proposed project includes improvements to the Heacock Street Bridge and underlying flood control channel. It would not expose people in the neighborhood to excessive noise levels. The project is not located within two miles of a public airport, but is adjacent to the March Air Reserve Base. **No Impact.**

f. The proposed project includes improvements to the Heacock Street Bridge and underlying flood control channel. It would not expose people in the neighborhood to excessive noise levels. The project is not in the vicinity of a private airstrip, but is adjacent to the March Air Reserve Base. **No Impact.**

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
XII. POPULATION AND HOUSING - Would the project:				
a. Induce substantial population growth in an area, either directly (for example, by proposing new homes and business) or indirectly (for example, through extension of roads or other infrastructure)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

- a. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. The project would not include the construction of homes or businesses, or otherwise induce population growth. Therefore, no project impact on population growth would result. **No Impact.**
- b. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. The project would not displace any housing, as there are no homes in the immediate vicinity of the project site. Therefore, the project would not displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere. **No Impact.**
- c. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. The project would not displace any people, as there are no homes in the immediate vicinity of the project site. Therefore, the project would not displace substantial numbers of people, necessitating the construction of replacement housing elsewhere. **No Impact.**

XIII. PUBLIC SERVICES

Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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a. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:

(i) Fire protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(ii) Police protection?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(iii) Schools?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(iv) Parks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(v) Other public facilities?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

(i) The proposed project would replace an existing bridge and make improvements to an existing storm drain system. The nearest residential areas are approximately a half mile or more to the east and to the north of the project site. They are accessed by Iris Avenue to the north. The closest Moreno Valley Fire Department station is Station 65 – Kennedy Park,³⁷ located approximately 1.5 miles to the northeast of the project site. Fire trucks from Station 65 would not be required to use Heacock Street Bridge in order to respond to fires at the residential areas mentioned above.

During demolition of the existing bridge and construction of the proposed replacement bridge, Heacock Street would be closed to through-traffic and a traffic detour would be required for the general public, emergency vehicles, commercial vehicles, and for vehicles needing to access MARB through Gate 51. See **Figure XIII-1** and **Figure XIII-2** for the project detour maps prepared by VA Consulting, Inc. For non-MARB traffic, the limit of closure for Heacock Street would be between Iris Avenue and Mariposa Avenue. The detour route would redirect traffic to Perris Boulevard between Iris Avenue and San Michele Road. With the proposed detour, the estimated delay during the am peak hour would be approximately 3.9 minutes per vehicle and the estimated delay during the pm peak hour would be approximately 4.2 minutes per vehicle. See **Appendix D, Detour Traffic Study**. Vehicles traveling south on Heacock Street in order to gain access to MARB through Gate 51 would be redirected along Meyer Street, Riverside Drive, Graeber Street, Z Street and 8th Street (parallel to Heacock Street to the west). Vehicles traveling north on Heacock Street in order to gain access to MARB through Gate 51 would be redirected along 8th Street, Z Street, Graeber Street, Riverside Drive, and Meyer Drive.

³⁷ City of Moreno Valley. *Fire Station Locations* webpage. Assessed at http://www.moreno-valley.ca.us/resident_services/fire/locations.shtml on February 3, 2009.

According to the Detour Traffic Study, the estimated delay to emergency vehicles would be less than what was calculated for general public traffic because emergency vehicles can proceed through intersections without stopping.

As such, access to and from the surrounding areas would be not be significantly affected during the demolition of the old bridge and construction of the new bridge and associated flood control channel improvements. Project operation would have no impact on fire protection, as conditions after construction would remain similar to existing conditions. Therefore, the proposed project would not result in substantial adverse physical impacts associated with the provision of fire protection to MARB or to the residential areas to the north and east of the project site during project operation. **Less Than Significant Impact.**

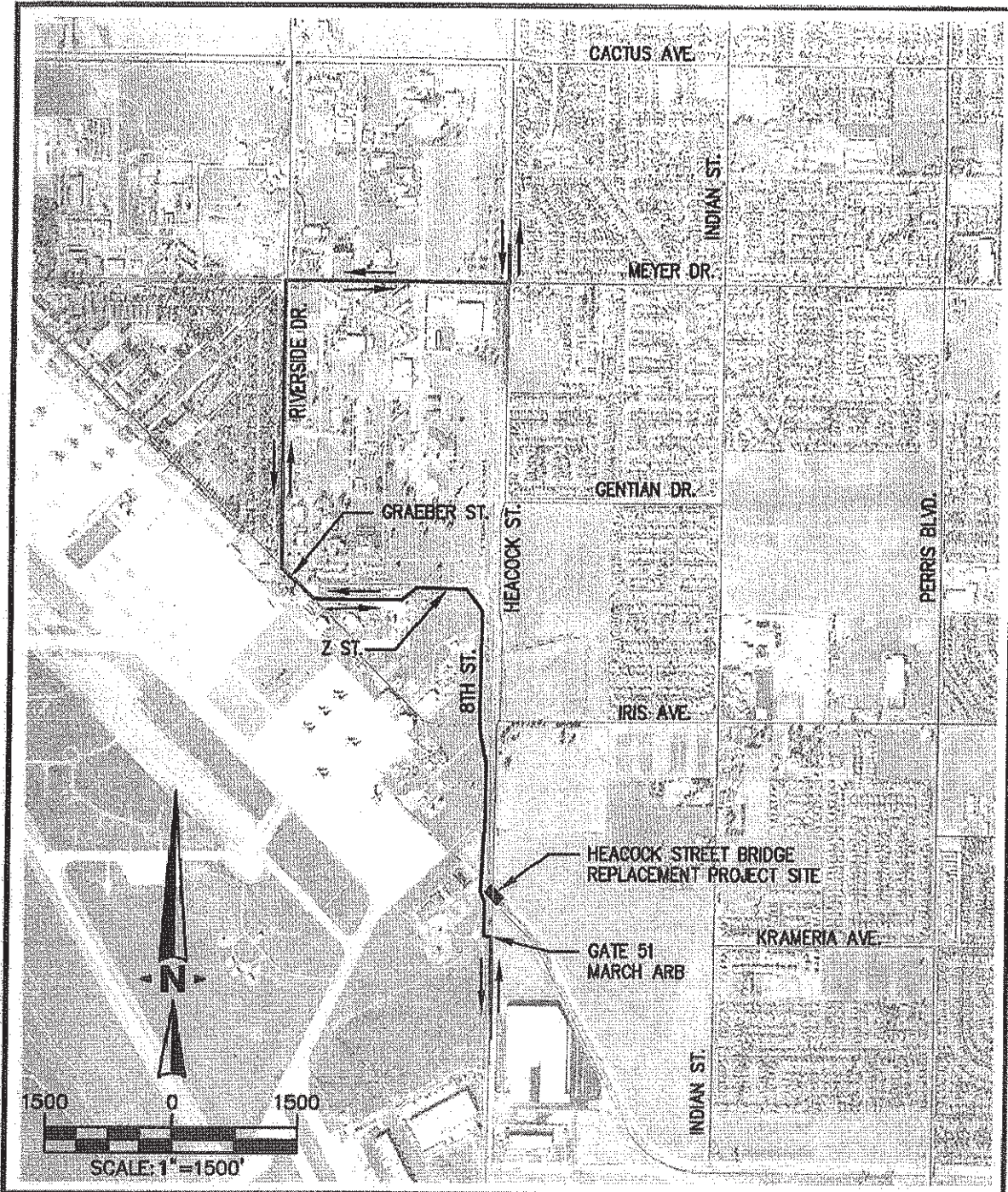
(ii) The proposed project would replace an existing bridge and make improvements to an existing storm drain system. During construction of the proposed project, Heacock Street could be closed or remain open, depending on the determination of the City. This would not significantly impact police response, as police vehicles could use an alternate route to the response site if the City decides to close Heacock Street near the bridge during construction. Project operation would have no impact on police protection, as conditions after construction would remain similar to existing condition. In addition, the proposed project would not require the provision of new or physically altered police facilities. Therefore, no project impact in relation to police protection would result. **No Impact.**

(iii) The proposed project would replace an existing bridge and make improvements to an existing storm drain system. The project would not induce population growth or include the construction of new residences that would require additional school facilities. Therefore, no project impact on school facilities would result. **No Impact.**

(iv) The proposed project would replace an existing bridge and make improvements to an existing storm drain system, and would not induce population growth or include the construction of new residences that would require additional park and recreation facilities. Therefore, no project impact on park services would result. **No Impact.**

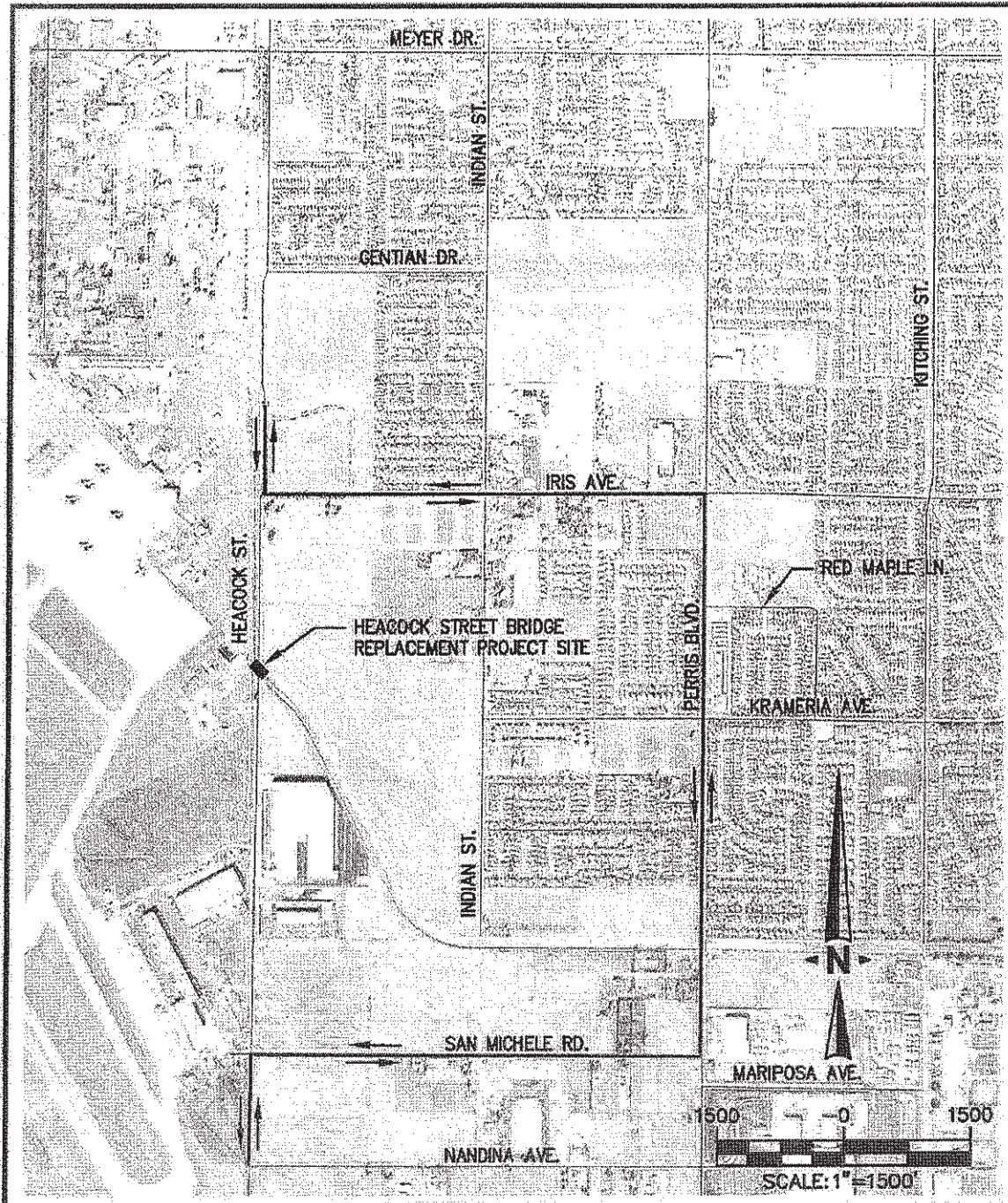
(v) The proposed project would replace an existing bridge and make improvements to an existing storm drain system, and would not induce population growth or include the construction of new residences that would require additional governmental services (such as libraries). Therefore, no project impact on other governmental services would result. **No Impact.**

Figure XIII-1
March Air Reserve Base Gate 51 Detour Map



Source: VA Consulting, Inc., 2008.

**Figure XIII-2
Traffic Detour Map**



Source: VA Consulting, Inc., 2008.

XIV. RECREATION

Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
--------------------------------	--	------------------------------	-----------

- | | | | | |
|--|--------------------------|--------------------------|--------------------------|-------------------------------------|
| a. Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| b. Does the project include recreational facilities or require the construction or expansion of recreational facilities, which might have an adverse physical effect on the environment? | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

Discussion:

a. The closest park is March Field Park, approximately 0.75 miles to the north of the project site. The proposed project would replace an existing bridge and make improvements to an existing storm drain system, and would not induce population growth or include the construction of new residences that would increase the use of existing park or recreational facilities at March Field Park. Therefore, no increased use of neighborhood and regional parks or other recreational facilities would result. **No Impact.**

b. The proposed project would replace an existing bridge and make improvements to an existing storm drain system, and would not include the construction of new recreational facilities or require the expansion of existing recreational facilities. Therefore, no construction or expansion of neighborhood and regional parks or other recreational facilities would be required. **No Impact.**

XV. TRANSPORTATION/TRAFFIC - Would the project:

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Cause an increase in traffic, which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Result in inadequate emergency access?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. Result in inadequate parking capacity?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. Conflict with adopted policies supporting alternative transportation (e.g., bus turnouts, bicycle racks)?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

Discussion:

a. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. The existing bridge is a two-lane single span reinforced concrete slab that was constructed by the U.S. Army Corps of Engineers in 1955. Currently, Heacock Street is an arterial street with a cross section of 76 feet curb face to curb face and a 100 foot right-of-way (ROW) that is designated as a truck route. After removal of the existing bridge, the City proposes to construct a new bridge which will join the existing two lane Heacock Street and accommodate future Heacock Street improvements to arterial highways as provided for in the City's General Plan. Construction of the project could cause a small increase in traffic due to construction equipment and personnel travelling to and from the project site; however, this increase in traffic would be temporary and less than significant. The project would not induce population growth, or otherwise generate additional traffic after construction. Therefore, project impact to traffic levels in relation to the existing traffic load and capacity of the street system would be less than significant. **Less Than Significant Impact.**

- b. The Riverside County Transportation Commission (RCTC) establishes level of service standards for Riverside County, in which the project site is located. The proposed project would replace an existing bridge and make improvements to an existing storm drain system, and would not generate additional traffic in the area after construction. Therefore, there would be no project impact on level of service standards established by RCTC. **No Impact.**
- c. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. Since the project would be constructed at- or below grade, there would be no impact to air traffic from MARB. Therefore, the proposed project would not result in a change in air traffic patterns that would result in substantial safety risks to either aircraft or to the project site. **No Impact.**
- d. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. No design feature is being introduced which would increase hazards at the Heacock Street Bridge or the project area. Also, there would be no change to the uses at the project site after project construction. Therefore, the proposed project would not substantially increase safety hazards due to a design feature or incompatible use. **No Impact.**
- e. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. If the City chooses to close the section of Heacock Street around the project site during construction, emergency access through this section could be effected. However, the closure of this section of Heacock Street would be short-term and temporary. Additionally, emergency vehicles could use an alternative route. The proposed project would maintain access to adjacent properties after construction and would not result in inadequate emergency access. Therefore, the proposed project's impact on emergency access would be less than significant. **Less Than Significant Impact.**
- f. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. Currently, there is no parking on the project site, which is a two lane bridge and a storm drain system. No parking is being introduced by the proposed project. Therefore, the proposed project would not result in a change to parking capacity. **No Impact.**
- g. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. Currently, there are no bicycle facilities on the project site, which is a two lane bridge and a storm drain system. The proposed project would not prevent any bus routes to continue to operate or provide service to the project area. Therefore, the proposed project would not conflict with adopted policies supporting alternative transportation. **No Impact.**

Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
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XVI. UTILITIES AND SERVICE SYSTEMS - Would the project:

a. Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
d. Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Result in a determination by the wastewater treatment provider, which serves or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Comply with federal, state, and local statutes and regulations related to solid waste?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

a. According to the General Plan, two entities provide sewer service in Moreno Valley. The Eastern Municipal Water District (EMWD) serves most of the City and surrounding areas. Sewer lines do not exist within most of the eastern side of Moreno Valley. EMWD's Moreno Valley Regional Water Reclamation Facility, located in the southwestern portion of the City, and has a capacity to treat 16 million gallons of wastewater per day and a capacity to expand to 48 million gallons per day. The utilization in the year 2000 was 10 million gallons per day. The Edgemont Community Services District provides sewer service to a small area in the southwest portion of Moreno Valley. Sewage treatment is provided under contract with the City of Riverside.³⁸

The proposed project would replace an existing bridge and make improvements to an existing storm drain system. The proposed project would not construct new buildings or induce population growth.

³⁸ City of Moreno Valley. *Moreno Valley General Plan*. July 11, 2006. Chapter 2.4.2, Sewer Services. Page 2-7. Accessed at http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/gp/gp-tot.pdf on January 28, 2009.

Construction of the proposed project could result in a minor temporary generation of wastewater. However, operation of the proposed project would not require additional sewer and wastewater treatment services over current conditions. Therefore, project impact on wastewater treatment would be less than significant. **Less Than Significant Impact.**

b. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. The proposed project would not induce population growth by constructing housing or creating new jobs. Therefore, the proposed project would not require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects. **No Impact.**

c. The proposed project would replace an existing bridge and make improvements to the Perris Valley Storm Drain (PVSD). Water flow in the storm drain channel underneath the existing bridge is conducted through a twenty four (24) foot bottom by eleven (11) foot depth section. The City proposes to replace the channel underneath the bridge with a four-celled Reinforced Concrete Box (RCB) with 12.5 feet wide and 8 feet high cells. Due to the increase in water flow downstream, the City also proposes to extend the existing riprap pad in the PVSD to slow water velocities to non-erosive levels. The proposed project does not include the construction of new storm water drainage facilities. The purpose of the project is to improve existing water flow through the storm drain channel. The improvements to the PVSD would not be considered a significant expansion of the existing facility. Therefore, project impact in relation to storm water drainage facilities would be less than significant. **Less Than Significant Impact.**

d. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. Water use during project construction would be short-term and temporary. The amount of water required during construction would be minimal. No water would be needed during project operation of either the replacement bridge or the improved storm drain system. Therefore, the project would not result in an impact on water supplies. **No Impact.**

e. As discussed in *question a* in this section, construction of the proposed project could result in a minor temporary generation of wastewater. However, the project would not induce population growth through the construction of housing or businesses. Wastewater treatment needs during project operation would remain similar to existing wastewater treatment needs. Therefore, the proposed project would not increase demand for wastewater treatment and no project impact on wastewater treatment would result. **No Impact.**

f. According to the General Plan EIR, solid waste generated within the planning area is primarily deposited in the Riverside County Waste Management Department's (RCWMD) Badlands Landfill, located approximately 1.5 miles north of SR-60 near Ironwood Avenue and Theodore Street. However, the City's trash hauler can also use other County landfills in the area such as the Lamb Canyon Landfill and El Sobrante landfill. All Riverside County landfills are Class III disposal sites permitted to receive non-hazardous municipal solid waste. Waste Management of Inland Empire currently provides waste pickup in Moreno Valley.³⁹

³⁹ City of Moreno Valley. *Moreno Valley General Plan Final Program EIR*. July 2006. Chapter 5.13, Public Services and Utilities. Page 5.13-35. Accessed at http://www.moreno-valley.ca.us/city_hall/general-plan/06gpfinal/ieir/eir-tot.pdf on January 28, 2009.



The proposed project would replace an existing bridge and make improvements to an existing storm drain system. The proposed project would generate an insignificant amount of construction waste. However, it is anticipated that much of the broken bridge pavement would be recycled and re-used as part of the proposed project. Operation of the proposed project would not generate any significant amount of solid waste. Therefore, the proposed project would have a less than significant impact on landfills. **Less Than Significant Impact.**

g. Solid waste management is guided by the California Integrated Waste Management Act of 1989 that emphasizes resource conservation through reduction, recycling, and reuse of solid waste. The Act requires that localities conduct a Solid Waste Generation Study and develop a Source Reduction Recycling Element. The solid waste generated during the construction of the proposed project would be disposed of in accordance with all applicable statutes and conservation measures regarding solid waste and recycling of waste materials. The landfills that would serve the proposed project would have the capacity to accept the amount of non-recyclable solid waste that is generated by the construction and operation of the proposed project. Operation of the proposed project would not generate solid waste. Therefore, the project impact on solid waste disposal would be less than significant. **Less Than Significant Impact.**

XVII. MANDATORY FINDINGS OF SIGNIFICANCE

	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a. Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, effects of other current projects, and the effects of probable future projects.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
c. Does the project have environmental effects, which will cause substantial adverse effects on human beings, either directly or indirectly?	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>

Discussion:

a. The proposed project would replace an existing bridge and make improvements to an existing storm drain system. Based on the preceding analysis, the proposed project would not have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal, or eliminate important examples of the major periods of California history or prehistory. As demonstrated in Section IV (Biological Resources) and Section V (Cultural Resources) above, the proposed project would not result in substantial adverse effects on biological and cultural resources. **Less Than Significant Impact.**

b. The proposed project would improve bridge operations at an existing bridge. The proposed project would contribute air emissions and noise to the project area during short-term, temporary, project construction related activities. For the environmental issues where the proposed project could potentially contribute to a cumulatively considerable impact, such as air and noise, a specific analysis of the potential for cumulative impacts has been included in the discussion. In addition, the proposed project would not induce growth that would promote cumulative impacts. Therefore, project impacts would be less than significant. **Less Than Significant Impact.**

c. The proposed project would improve bridge operations at an existing bridge that is a common urban use. Based on the preceding analysis, the proposed project would not have adverse environmental effects that would directly or indirectly affect human beings. The proposed project would generate limited air emissions, noise, and other effects on human beings during short-term, temporary, project construction



related actives. However, as demonstrated in this document, the proposed project would not result in any substantial adverse effects that could not be mitigated to less than significant levels. **Less Than Significant Impact.**



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5.0 ACRONYMS AND ABBREVIATIONS

ANSI	American National Standards Institute
AQMP	Air Quality Management Plan
BMP	Best management practice
Caltrans	California Department of Transportation
CEQA	California Environmental Quality Act
City	City of Moreno Valley, California
CNEL	Community noise equivalent level
CO	Carbon Monoxide
dBA	A-weighted Decibel Scale
DTSC	California Department of Toxic Substances Control
EMWD	Eastern Municipal Water District
FIRM	(National Flood Insurance Program) Flood Insurance Rate Map
FO	Functionally Obsolete
FTA	Federal Transit Administration
GHG	Greenhouse gas emissions
Handbook	CEQA Air Quality Handbook
HBRR	Federal Highway Bridge Replacement and Rehabilitation Program
I	Interstate
IS	Initial Study
JPA	March Joint Powers Authority
L_{dn}	24-hour average L_{eq}
L_{eq}	Equivalent noise level
MARB	March Air Reserve Base
MBTA	Migratory Bird Treaty Act
MND	Mitigated Negative Declaration
MSHCP	Western Riverside County Multiple Species Habitat Conservation Plan
NES	Natural Environment Study
NO_x	Nitrogen Oxides
NPDES	National Pollutant Discharge Elimination System
NRHP	National Register of Historic Places
O_3	Ozone
OSHA	Occupational Safety and Health Administration
PES	Caltrans Preliminary Environmental Study
PM_{10}	Respirable particulate matter up to 10 micrometers in diameter
$PM_{2.5}$	Respirable particulate matter less than or equal to 2.5 micrometers in diameter
PPV	Peak particle velocity
PVSD	Perris Valley Storm Drain
RCB	Reinforced Concrete Box
RCFC	Riverside County Flood and Water Control District
RCTC	Riverside County Transportation Commission
RCWMD	Riverside County Waste Management Department
RMS	Root mean square
ROW	Right-of-Way
SARWQCB	Santa Ana Regional Water Quality Control Board
SCAB	South Coast Air Basin
SCAG	Southern California Association of Governments
SCAQMD	South Coast Air Quality Management District
SD	Structurally Deficient
SKR	Stephens' Kangaroo Rat



SR	State Route
SWPPP	Stormwater Pollution Prevention Plan
USEPA	United States Environmental Protection Agency
VdB	Vibration decibels
VOC	Volatile Organic Compounds

6.0 PERSONS AND SOURCES CONSULTED

The following agencies, firms and individuals were involved in the preparation of this Initial Study:

6.1 LEAD AGENCY

CITY OF MORENO VALLEY
14177 Frederick Street, P.O. Box 88005
Moreno Valley, California 92552
Contact: Khalid Bazmi, P.E.

6.2 INITIAL STUDY PREPARERS

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Carl Hung, Environmental Analyst
Howard Chang, Air and Noise Scientist
Paul Brenner, Senior Biologist/Permitting Specialist
Joanna Kipper, Field Biologist
Hugo Flores, Field Biologist
Richard Friesen, Manager of Biological Resources

6.3 CONTRACTOR AND PROJECT MANAGER

VA CONSULTING, INC.
17801 Cartwright Road
Irvine, California 92614
Contact: Daniel D. Villines, Director of Water Resources



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7.0 REFERENCES

- American National Standards Institute (ANSI). *Guide to the Evaluation of Human Exposure to Vibration in Buildings*. 1983. ANSI S.329-1983.
- California Department of Conservation. *Riverside County Important Farmland 2006 Map*. Map published October 2008. Accessed at http://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2006/riv06_west.pdf on January 28, 2009.
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- Riverside County Habitat Conservation Agency. *SKR Reserves Map*. Dated August 20, 2008. Accessed at http://www.skrplan.org/docs/reserve_maps/SKRPlanArea_Updated.pdf on January 29, 2009.
- U.S. Environmental Protection Agency (USEPA). *Information on Levels of Environmental Noise Requisite to Protect Public Health and Welfare with an Adequate Margin of Safety*. March 1974.



Ventura County Initial Study Assessment Guidelines. February 2006.

APPENDIX A
URBEMIS OUTPUT FILES

APPENDIX B
NATURAL ENVIRONMENT STUDY

APPENDIX C
MITIGATION MONITORING AND REPORTING PROGRAM

APPENDIX D
DETOUR TRAFFIC STUDY



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Rest</i>
CITY MANAGER	<i>PA</i>

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: December 8, 2009

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR TEMCO STREET, VOUGHT STREET, BOEING STREET AND MCDONNEL STREET SIDEWALK IMPROVEMENTS
PROJECT NOS. 08-28368428, 08-28368528 AND 08-28368728

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for the Temco Street, Vought Street, Boeing Street and McDonnel Street Sidewalk Improvements projects to FS Construction, 13368 Aldergrove Street, Sylmar, CA 91342, the lowest responsible bidder.
2. Authorize the City Manager to execute a contract with FS Construction in the form attached hereto.
3. Authorize the issuance of Purchase Orders to FS Construction for a total amount of \$503,600.00 (\$402,880.00 base bid amount plus 25% contingency) when the contract has been signed by all parties.
4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with FS Construction, up to but not to exceed the Purchase Order's total contingency of \$100,720.00.

BACKGROUND

In Fiscal Year 2008/2009, the City Council approved a Community Development Block Grant (CDBG) fund of \$1,265,658 for the design and construction of Temco Street, Vought Street, Boeing Street and McDonnel Street Sidewalk Improvements.

The Planning Division of the Community Development Department determined on March 13, 2009, that these projects qualify as Class I Categorical Exemptions as defined in both Section 15301C of the California Environmental Quality Act (CEQA) and Section 4.1B of the City's Rules and Procedures for implementation of CEQA.

The design phases for the Temco Street, Vought Street, Boeing Street and McDonnell Street Sidewalk Improvement projects were completed by Public Works staff in September of 2009 and the projects were advertised for construction bids on September 17, 2009.

DISCUSSION

These projects are part of the City's on-going CDBG funded improvements to enhance pedestrian and vehicular safety. The proposed improvements include the installation of sidewalks, Americans with Disabilities Act (ADA) access ramps, spandrel/cross-gutter, driveway approaches/transitions, mailboxes, minor grading, relocation/replacement of fences, adjustment of utilities, removal/relocation of trees, and all ancillary work necessary to complete the sidewalk improvements.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 p.m., on October 20, 2009, for the subject project. The seventeen (17) valid bids received are as follows:

	<u>CONTRACTORS</u>	<u>Bid Amount</u>
1.	FS Constructiion.....	\$402,880.00
2.	Martinez Construction.....	\$482,732.50
3.	Mamco, Inc.....	\$511,170.00
4.	Kormx, Inc.. ..	\$518,634.00
5.	Talcal Engineering, Inc.....	\$533,485.00
6.	MG Enterprises.....	\$545,860.00
7.	S.J. Grigolla Construction Co., Inc.....	\$552,202.50
8.	Nature Tech Landscaping, Inc.....	\$564,700.00
9.	Hillcrest Contracting	\$599,181.00
10.	Contreras Construction.....	\$610,166.50
11.	Kalban, Inc.....	\$633,387.00
12.	Palp, Inc., DBA Excel Paving.....	\$659,078.00
13.	Elite Bobcat Service	\$668,347.00
14.	JDC, Inc.....	\$675,763.00
15.	Bravo Concrete Construction.....	\$631,635.50
16.	Desert Concepts Construction.....	\$823,776.00
17.	S. Parker Engineering, Inc.....	\$904,687.50
	Engineer's Estimate	\$701,000

Staff has reviewed the bid by FS Construction and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through review of the references submitted by FS Construction in their bid.

ALTERNATIVES

1. Award the construction contract for the Temco Street, Vought Street, Boeing Street and McDonnel Street Sidewalk Improvement projects to FS Construction, 13368 Aldergrove Street, Sylmar, CA 91342, the lowest responsible bidder, authorize the City Manager to execute a contract with FS Construction in the form attached hereto, authorize the issuance of Purchase Orders to FS Construction for a total amount of \$503,600.00 (\$402,880.00 base bid amount plus 25% contingency) when the contract has been signed by all parties, and authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with FS Construction, up to but not to exceed the Purchase Order's total contingency of \$100,720.00. *This alternative will allow much needed improvements.*

2. Do not award the construction contract for the Temco Street, Vought Street, Boeing Street and McDonnel Street Sidewalk Improvement projects to FS Construction, 13368 Aldergrove Street, Sylmar, CA 91342, the lowest responsible bidder, do not authorize the City Manager to execute a contract with FS Construction in the form attached hereto, do not authorize the issuance of Purchase Orders to FS Construction for a total amount of \$503,600.00 (\$402,880.00 base bid amount plus 25% contingency) when the contract has been signed by all parties, and do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with FS Construction, up to but not to exceed the Purchase Order's total contingency of \$100,720.00. *This alternative will delay the completion of much needed improvements.*

FISCAL IMPACT

The construction phase of this project is included on Fiscal Year 2009/2010 Capital Improvements Project Budget and will be financed by Community Development Block Grant (CDBG) funds (Fund 283). There is no impact to the General Fund.

AVAILABLE FISCAL YEAR 2009/2010 CONSTRUCTION FUNDS:

Temco Street (Account No. 283.68428)	\$259,831
Vought and Boeing Street (Account No. 283.68528)	\$355,461
Boeing and McDonnel Street (Account No. 283.68728).....	<u>\$544,360</u>
Total Available Funds	<u>\$1,159,652</u>

ESTIMATED CONSTRUCTION RELATED COSTS:

Construction (Includes 25% contingency)	\$503,600
Construction Surveying Costs	\$45,000
Construction Geotechnical Costs	\$15,000
Project Administration and Inspection Services*	\$75,000
Total Estimated Construction Related Costs	<u>\$638,600</u>

* Public Works and consultant staff will provide Project Administration and Inspection services.

ANTICIPATED PROJECT SCHEDULE:

Notice of Award.....December 2009
Start Construction.....January 2010
Complete Construction.....June 2010

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

Create a positive environment for the development of Moreno Valley’s future.

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

The projects are located within the Community Development Block Grant (CDBG) target area and will utilize CDBG funds. These projects will construct sidewalk improvements on Temco Street, Vought Street, Boeing Street and McDonnell Street that includes American with Disabilities Act (ADA) handicap ramps, sidewalks, curb and gutter, driveway approaches, mailboxes, and cross gutter. The City Council is requested to authorize the award of the construction contract to FS Construction to allow much needed improvements

ATTACHMENTS

Attachment “A” – Location Map

Attachment “B” – Contract Agreement – FS Construction

Prepared By:
 Quang Nguyen
 Senior Engineer, P.E.

Concurred By:
 Michelle Patterson
 Redevelopment and Neighborhood
 Programs Administrator

Concurred By:
 Prem Kumar, P.E.
 Deputy Public Works Director/Assistant City Engineer

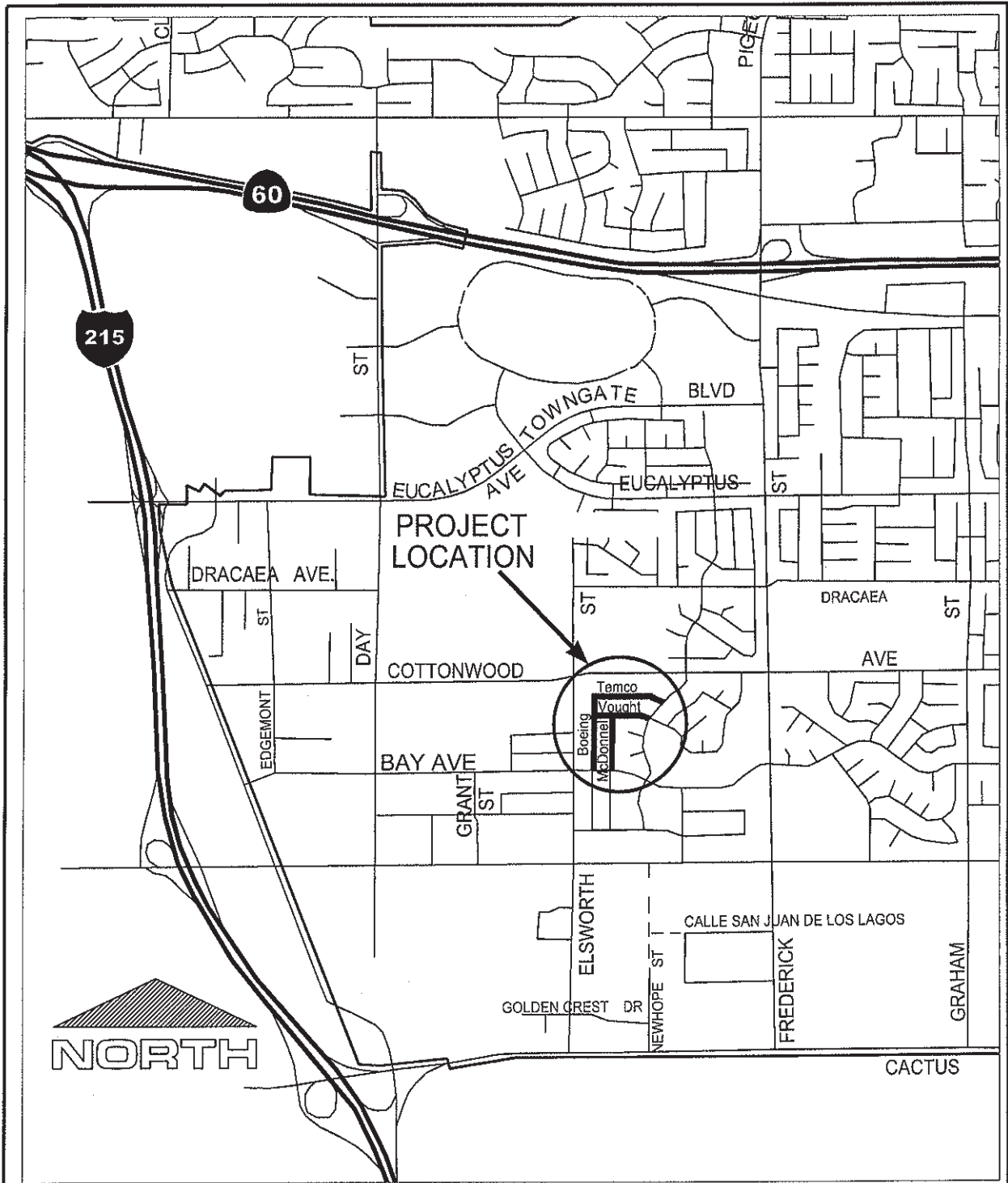
Department Head Approval:
 Barry Foster
 Economic Development Director


Department Head Approval:
 Chris A. Vogt, P.E.
 Public Works Director/City Engineer

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

W:\CapProj\CapProj\PROJECTS\Quang - 08-28368428 - Temco_Vought_Boeing_McDonnell Sidewalks\CC Reports\12-08-09
 Construction Award.doc

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	SIDEWALK IMPROVEMENTS PROJECT	
	Public Works Department Capital Projects Division	TEMCO ST., VOUGHT ST. BOEING ST. AND MCDONNELL ST.
	ATTACHMENT A	LOCATION MAP

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AGREEMENT

PROJECT NUMBERS: 08-28368428, 08-28368528 AND 08-28368728

SIDEWALK IMPROVEMENTS

Temco Street, Vought Street, Boeing Street and McDonnel Street

THIS Contract Agreement, made and entered into as of the date signed by the City Manager, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and FS Construction hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. The written Agreement includes all of the following:
 - a. Any and all Contract Change Orders issued after execution of this Agreement
 - b. Addenda Nos. _____ inclusive, issued prior to the opening of the Bids
 - c. The bound Bid Documents
 - d. Federal Provisions and Requirements
 - e. Any Federal Certifications, documentation and reports as required, including but not limited to Work Force Profile, Certification of Equal Employment Opportunity, Certification Regarding Debarment and Suspension, Contractor's Certification of Federal Contract Requirements, Certification of Nonsegregated Facilities
 - f. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
 - g. The project Plans
 - h. The Standard Plans
 - i. The Standard Specifications
 - j. Reference Specifications, all of which are essential parts of this Agreement
 - k. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Contract Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Bid Documents for this project, the Bid Documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Bid Item(s) in the sum total amount of **\$402,880.00**, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Contract Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

ATTACHMENT "B"

AGREEMENT

PROJECT NUMBERS: 08-28368428, 08-28368528 AND 08-28368728

4. The Contractor hereby agrees to commence work pursuant to this Contract within fourteen (14) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within one hundred twenty (120) working days after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of **\$400.00** per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Contract Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

Solely as respect to work 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 Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.

It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under 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.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that

AGREEMENT

PROJECT NUMBERS: 08-28368428, 08-28368528 AND 08-28368728

the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	\$500,000.00	\$1,000,000.00	\$2,000,000.00
Property Damage	---	\$1,000,000.00	\$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of \$2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

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

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Contract fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

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PROJECT NUMBERS: 08-28368428, 08-28368528 AND 08-28368728

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations and Prevailing Wage Rates as determined by the United States Secretary of Labor, whichever is higher. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

The Contractor and any agents or subcontractors of the Contractor shall also adhere to the provisions of the Davis-Bacon Act. The payment of Prevailing Wage Rates as determined by the United States Secretary of Labor are made a part of the Agreement.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Contract Agreement in a form which is substantially similar to the Contract Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor'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 this Contract Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and the (CSD), its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

AGREEMENT

PROJECT NUMBERS: 08-28368428, 08-28368528 AND 08-28368728

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Contract Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgement proceedings to enforce any judgments in connection with this Contract Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgement.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Contract.

16. The effective date of this Contract Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

18. If the Contractor or Subcontractor is performing work on section 3, Housing and Urban Development Act of 1968, projects for which the amount of the assistance exceeds \$200,000 and the contract or subcontract exceeds \$100,000:

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the

AGREEMENT

PROJECT NUMBERS: 08-28368428, 08-28368528 AND 08-28368728

regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

(SIGNATURE PAGE FOLLOWS)

AGREEMENT

PROJECT NUMBERS: 08-28368428, 08-28368528 AND 08-28368728

CITY OF MORENO VALLEY,
Municipal Corporation

FS Construction

BY: _____

City Manager

License No./
Classification: _____

Expiration Date: _____

Federal I.D. No.: _____

DATE: _____

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:
_____ City Attorney
_____ Date
RECOMMENDED FOR APPROVAL:
_____ Department Head <i>(if contract exceeds \$15,000)</i>
_____ Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____
Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Contract Agreement on behalf of the Contractor must be acknowledged before a notary public.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

ATTACHED AS PART OF THE AGREEMENT ARE THE FOLLOWING:

1. Federal Provisions and Requirements
2. Davis-Bacon Wage Determination, General Decision: CA 20080036 Date: 10 - 09 - 09

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____
(Here insert name and title of the officer)

personally appeared _____,

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

ADDITIONAL OPTIONAL INFORMATION

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be property completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

**Equal Employment
Opportunity Certification**
Excerpt From 41 CFR §60-1.4(b)

U.S. Department of Housing
and Urban Development
Office of Housing
Federal Housing Commissioner

Department of Veterans Affairs

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin, such action shall include, 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; the selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: **Provided, however,** that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant order of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed

Firm Name and Address

By

Title

upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (Contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

Excerpt from HUD Regulations

200.410 Definition of term "applicant".

- (a) In multifamily housing transactions where controls over the mortgagor are exercised by the Commissioner either through the ownership of corporate stock or under the provisions of a regulatory agreement, the term "applicant" as used in this subpart shall mean the mortgagor.
- (b) In transactions other than those specified in paragraph (a) of this section, the term "applicant" as used in this subpart shall mean the builder, dealer or contractor performing the construction, repair or rehabilitation work for the mortgagor or other borrower.

200.420 Equal Opportunity Clause to be included in contracts and subcontracts.

- (a) The following equal opportunity clause shall be included in each contract and subcontract which is not exempt:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, or national origin. Such action shall include, 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of the nondiscrimination clause.

(2) The contractor will in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided, advising the said labor union or workers' representative of the contractor's commitments under this section, and shall post copies of the notices in conspicuous places available to employees and applicants for employment.

The contractor will comply with all provisions of Executive Order 10925 of March 6, 1961, as amended, and of the regulations, and relevant orders of the President's Committee on Equal Employment Opportunity created thereby.

(5) The contractor will furnish all information and reports required by Executive Order 10925 of March 6, 1961, as amended, and by the regulations, and orders of the said Committee, or pursuant thereto, and will permit access to his books, records, and accounts by HUD and the Committee for purposes of investigation to ascertain compliance with such regulations, and orders.

(6) In the event of the contractor's non-compliance with the nondiscrimination clause of this contract or with any of the said regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or Federally-assisted construction contracts in accordance with procedures authorized in Executive Order 10925 of March 6, 1961, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by regulations, or order of the President's Committee on Equal Employment Opportunity, or as otherwise provided by law.

(7) The contractor will include the provisions of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by regulations, or orders of the President's Committee on Equal Employment Opportunity issued pursuant to Section 303 of Executive Order 10925 of March 6, 1961, as amended, so that such provisions will be binding upon each subcontractor or vender. The contractor will take such action with respect to any subcontract or purchase orders as HUD may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vender as a result of such direction by HUD, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

200.425 Modification in and exemptions from the regulations in this subpart.

- (a) The following transactions and contracts are exempt from the regulations in this subpart:

(1) Loans, mortgages, contracts and subcontract not exceeding \$10,000.

(2) Contract and subcontracts not exceeding \$100,000 for standard commercial supplies or raw material;

(3) Contracts and subcontracts under which work is to be or has been performed outside the United States and where no recruitment of workers within the United States is involved. To the extent that work pursuant to such contracts is done within the United States, the equal opportunity clause shall be applicable;

(4) Contracts for the sale of Government property where no appreciable amount of work is involved; and

(5) Contracts and subcontracts for an indefinite quantity which are not to extend for more than one year if the purchaser determines that the amounts to be ordered under any such contract or subcontract are not reasonably expected to exceed \$100,000 in the case of contracts or subcontracts for standard commercial supplies and raw materials, or \$10,000 in the case of all other contracts and subcontracts.

CONTRACTOR'S SECTION 3 AFFIRMATIVE ACTION PLAN

PROJECT NUMBERS: 08-28368428, 08-28368528 AND 08-28368728

SIDEWALK IMPROVEMENTS

Temco Street, Vought Street, Boeing Street and McDonnell Street

The undersigned contractor agrees to implement the following affirmative action steps directed at increasing the utilization of lower-income residents and business concerns located within the City of Moreno Valley.

1. Take affirmative action to ensure that employees or applicants for employment or training are not discriminated against because of race, color, religion, sex, or national origin.
2. Send a notice of Contractor's Section 3 commitment to each labor organization or representative of workers, and post a copy of the notice at a conspicuous place available to employees and applicants for employment or training.
3. To the greatest extent feasible, make a good faith effort to recruit for employment or training lower-income residents from the city, and to award contracts to business concerns which are located in or owned in substantial part by persons residing in the city through use of: Local advertising media, signs placed at the project site, and notification to community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, U.S. Employment Service, Chamber of Commerce, labor unions, trade associations, and business concerns.
4. Maintain a file of all low-income area residents who applied for employment or training either on their own or on referral from any source, and the action taken with respect to each area resident.
5. Maintain a file of all business concerns located in the city who submitted a bid for work on the project, and the action taken with respect to each bid.
6. Maintain records, including copies of correspondence, memoranda, etc., which document that affirmative action steps have been taken.
7. Incorporate the Section 3 clause provisions in all subcontracts, and require subcontractors to submit a Section 3 Affirmative Action Plan.
8. List project work force needs for the project by occupation, trade, skill level, and number of positions on the work force profile forms.
9. List information related to subcontracts to be awarded.

_____	_____	_____
	Company Name	Signature
_____	_____	_____
	Address	Title
_____	_____	_____
		Date

NOTICE OF SECTION 3 COMMITMENT

PROJECT NUMBERS: 08-28368428, 08-28368528 AND 08-28368728

SIDEWALK IMPROVEMENTS

Temco Street, Vought Street, Boeing Street and McDonnell Street

TO: _____
(Name of Labor Union, Worker's Representative, etc.)

(Address)

The undersigned currently holds a contract with the City of Moreno Valley involving Community Development Block Grant funds from the U.S. Department of Housing and Urban Development, or a subcontract with a prime contractor holding such contract.

You are advised that under the provisions of the above contract or subcontract, and in accordance with Section 3 of the Housing and Urban Development Act of 1968, the undersigned is obliged, to the greatest extent feasible, to give opportunities for employment and training to lower-income persons residing within the city where the project is located, and to award contracts for work on the project to business concerns which are located in or are owned in substantial part by persons residing in the city.

This notice is furnished to you pursuant to the provisions of the above contract or subcontract and Section 3 of the Housing and Urban Development Act of 1968.

A copy of this notice will be posted by the undersigned in a conspicuous place available to employees or applicants for employment.

Name of Contractor

Address

Signature

Title

Date

**Race and Ethnic Data
Reporting Form**

U.S. Department of Housing
and Urban Development
Office of Administration

OMB Approval No. 2535-0113
(exp. 08/31/2003)

Program Title:

Grantee/Recipient Name:

Grantee Reporting Organization:

Reporting Period From (mm/dd/yyyy): _____ To (mm/dd/yyyy): _____

Racial Categories	Total Number of Racial Categories Reported	Total Number of Ethnic Category Responses (Hispanic or Latino)
American Indian or Alaska Native		
Asian		
Black or African American		
Native Hawaiian or Other Pacific Islander		
White		
American Indian or Alaska Native <i>and</i> White		
Asian <i>and</i> White		
Black or African American <i>and</i> White		
American Indian or Alaska Native <i>and</i> Black or African American		
* Other multi-racial categories: [Per the form instructions, write in a description using the box on the right]		
Balance of individuals reporting more than one race		
Total:		

* If the aggregate count of any reported multi-racial category that is not listed above exceeds 1% of the total population being reported, you should separately indicate each such category here. Also indicate the total number of such other multi-racial categories reported, the population percentage, and the total number of positive ethnic category responses.

Public reporting burden for this collection is estimated to average 1.15 hours per response, including the time for reviewing instructions, searching existing data sources, gathering the data needed, and completing and reviewing the information collection instrument. HUD may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Instructions for the Race and Ethnic Data Reporting form (HUD-27061)

A. General Instruction:

This form is intended to be used by two categories of respondents: (1) applicants requesting funding from the Department of Housing and Urban Development (HUD); and (2) organizations who receive HUD Federal financial assistance that are required to report race and ethnic information.

In compliance with OMB direction to revise the standards for collection of racial data, HUD has revised its standards as depicted on this form. The revised standards are designed to acknowledge the growing diversity of the U. S. population. Using the revised standards, HUD offers organizations that are responding to HUD data requests for racial information, the option of selecting one or more of nine racial categories to identify the racial demographics of the individuals and/or communities they serve, or are proposing to serve. HUD's collection of racial data treats ethnicity as a separate category from race and has changed the terminology for certain racial and ethnic groups from the way it has been requested in the past using two distinct ethnic categories. The revised definitions of ethnicity and race have been standardized across the Federal government and are provided below.

1. The two ethnic categories as revised by the Office of Management and Budget (OMB) are defined below.

Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."

Not Hispanic or Latino. A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

2. The five racial categories as revised by the Office of Management and Budget are defined below:

American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliations or community attachment.

Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

Black or African American. A person having origins in any of the black racial groups of Africa. Terms such as "Haitian" or "Negro" can be used in addition to "Black" or "African American."

Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White. A person having origins in any of the original peoples of Europe, the Middle East or North Africa.

Note: The information required to be reported may be collected and submitted to HUD via the use of this form or by other means, such as summary reports or via electronic reporting mechanisms. The primary goal to be achieved is the provision of the summary racial and ethnic data of the population(s) proposed to be served or that is being served by your organization in a consistent manner across all HUD programs.

form HUD-27061 (2/2003)

B. Specific Instructions for Completing the Form:

Organizations using this form should collect the individual responses from the community of individuals you intend to serve or those that you are serving, as applicable. After the individual collections are gathered, you should report (via this form or by the use of other means such as electronic reports that provide the summary data required by this form) the aggregate totals of the racial and ethnic data that you collect via the applicable categories as described below:

Total Number of Racial Categories Reported: Under this column you should indicate the total number of responses collected in the blocks next to the applicable categories.

Total Number of Ethnic Category Responses (Hispanic or Latino): Under this column you should indicate the total number of responses collected in the blocks next to the applicable racial categories (e.g., you would enter the total number of Asian respondents that indicated they are Hispanic or Latino. When collecting this information from beneficiaries of the Federal financial assistance all respondents should be required to indicate their ethnic category, which requires either a "yes" or "no" response.

Other multi-racial categories: Next to this racial category, indicate all racial categories (if any) identified by respondents that do not fit the nine racial categories above, and which have a total count that exceeds one percent of the total population being reported. You must identify each such racial category, including the actual count, the percentage of the total population (in parenthesis), and the actual count for the ethnic categories.

For example, if you obtain data that indicates that the total population being served is 200 and includes 10 Cajun Americans and 12 Creole Americans, and those numbers of Cajun and Creole Americans each equates to more than one percent of the total population being served, and 2 of the Cajun Americans indicate they belong to the Hispanic/Latino ethnic category and 3 of the Creole Americans indicate they belong to the Hispanic/Latino ethnic category, you should complete the form as follows:

Racial Categories	Total Number of Racial Categories Reported	Total Number of Ethnic Category Responses (Hispanic or Latino)
* Other multi-racial categories: [Per the form instruction, write in a description using the box on the right]	Cajun American 10 (5%) Creole American 12 (6%)	2 3

How the percentage should be applied will vary by program depending on whether the program is required to provide data on the total community, or on the beneficiaries/individuals that are being served or that are proposed to be served.

Balance of individuals reporting more than one race: This block is intended to capture the balance of any racial categories that are not included in the list of nine above, and are not included under "Other multi-racial categories." Indicate the total number of all racial categories reported that do not fit the nine racial categories above, and do not equate to one percent of the total population being reported. Be sure to also indicate the total number of all such ethnic categories.

Total: On the last row of the form you should indicate the aggregate totals of all the information you have gathered including the total of all racial categories and the total of all the ethnic categories.

PROJECT NUMBERS:

08-28368428, 08-28368528 AND 08-28368728

Section 3 – HUD Act of 1968

WORK FORCE PROFILE

	Total Employees	A	B	C	D	E	F	G	H	I	J
Office/Administrators											
Professionals											
Technicians											
Protective Services											
Para-Professionals											
Office/Clerical											
Skilled Crafts											
Service/Maintenance											
TOTAL											

PERCENTAGES *

	A	B	C	D	E	F	G	H	I	J
Office/Administrators										
Professionals										
Technicians										
Protective Services										
Para-Professionals										
Office/Clerical										
Skilled Crafts										
Service/Maintenance										
TOTAL										

* Rounded to nearest tenth

A - White Male
 B - Black Male
 C - Hispanic Male
 D - Asian American Male
 E - American Indian Male
 F - White Female
 G - Black Female
 H - Hispanic Female
 I - Asian American Female
 J - American Indian Female

Total Minorities Employed:
 Percentage of Work Force:

PROJECT NUMBERS:

08-28368428, 08-28368528 AND 08-28368728

Section 3 – HUD Act of 1968

COMBINED WORK FORCE PROFILE

EEO-4 CATEGORY	TOTAL	WHITE	BLACK	HISPANIC	ASIAN AMERICAN	AMERICAN INDIAN	WOMEN
Official/Administrators							
Professionals							
Technicians							
Protective Services							
Para-Professionals							
Office/Clerical							
Skilled Crafts							
Service/Maintenance							
TOTAL							

PERCENTAGES

EEO-4 CATEGORY	WHITE	BLACK	HISPANIC	ASIAN AMERICAN	AMERICAN INDIAN	WOMEN
Official/Administrators						
Professionals						
Technicians						
Protective Services						
Para-Professionals						
Office/Clerical						
Skilled Crafts						
Service/Maintenance						
TOTAL						

**PROJECT NUMBERS:
08-28368428, 08-28368528 AND 08-28368728**

**Section 3 -- HUD Act of 1968
COMBINED WORK FORCE PROFILE (continued)
UTILIZATIONS**

Computed using Riverside County Population statistics

	WHITE	BLACK	HISPANIC	COMBINED ASIAN AMERICAN AND AMERICAN INDIAN	WOMEN
Official/Administrators					
Professionals					
Technicians					
Protective Services					
Para-Professionals					
Office/Clerical					
Skilled Crafts					
Service/Maintenance					
TOTAL					

PROJECT NUMBERS:

08-28368428, 08-28368528 AND 08-28368728

Section 3 – HUD Act of 1968

NEW HIRES

EEO-4 CATEGORY	# OF HIRES	A	B	C	D	E	F	G	H	I	J	TOTAL % MINORITY	TOTAL FEMALE
Official/Administrators													
Professionals													
Technicians													
Protective Services													
Para-Professionals													
Office/Clerical													
Skilled Crafts													
Service/Maintenance													
TOTAL													

A - White Male
 B - Black Male
 C - Hispanic Male
 D - Asian American Male
 E - American Indian Male
 F - White Female
 G - Black Female
 H - Hispanic Female
 I - Asian American Female
 J - American Indian Female

	NUMBER OF HIRES	PERCENTAGE
White		
Black		
Hispanics		
Asian American		
American Indian		
TOTAL		
TOTAL MINORITIES		

PROJECT NUMBERS:
08-28368428, 08-28368528 AND 08-28368728

Section 3 -- HUD Act of 1968

TERMINATIONS

EEO-4 CATEGORY	# OF TERMINATIONS	A	B	C	D	E	F	G	H	I	J	TOTAL % MINORITY	TOTAL FEMALE
Official/Administrators													
Professionals													
Technicians													
Protective Services													
Para-Professionals													
Office/Clerical													
Skilled Crafts													
Service/Maintenance													
TOTAL													

A - White Male D - Asian American Male G - Black Female J - American Indian Female
 B - Black Male E - American Indian Male H - Hispanic Female
 C - Hispanic Male F - White Female I - Asian American Female

	NUMBER OF TERMINATIONS	PERCENTAGE
White		
Black		
Hispanics		
Asian American		
American Indian		
TOTAL		
TOTAL MINORITIES		

PROJECT NUMBERS:

08-28368428, 08-28368528 AND 08-28368728

Section 3 – HUD Act of 1968

PROMOTIONS

EEO 4 CATEGORY	# OF PROMOTIONS	A	B	C	D	E	F	G	H	I	J	TOTAL % MINORITY	TOTAL FEMALE
Official/Administrators													
Professionals													
Technicians													
Protective Services													
Para-Professionals													
Office/Clerical													
Skilled Crafts													
Service/Maintenance													
TOTAL													

A - White Male
 B - Black Male
 C - Hispanic Male

D - Asian American Male
 E - American Indian Male
 F - White Female

G - Black Female
 H - Hispanic Female
 I - Asian American Female

J - American Indian Female

	NUMBER OF PROMOTIONS	PERCENTAGE
White		
Black		
Hispanics		
Asian American		
American Indian		
TOTAL		
TOTAL MINORITIES		

BOND NO. _____

PREMIUM \$ _____

**FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)**

PROJECT NUMBERS: 08-28368428, 08-28368528 AND 08-28368728

SIDEWALK IMPROVEMENTS

Temco Street, Vought Street, Boeing Street and McDonnel Street

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to _____, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project Numbers 08-28368428, 08-28368528 AND 08-28368728**, is hereby referred to and made a part hereof; and

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

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her 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 said Contract Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein 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. In the event suit is brought upon this bond by the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

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 Provisions accompanying the same shall in any way affect its obligations 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 the Provisions.

(SIGNATURE PAGE FOLLOWS)

FAITHFUL PERFORMANCE BOND
PROJECT NUMBERS: 08-28368428, 08-28368528 AND 08-28368728

BOND NO. _____

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

this _____ day of _____ 20_____.

CONTRACTOR (Principal)

SURETY

Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20_____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal maybe affixed hereto.

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____
(Here insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND
SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

ADDITIONAL OPTIONAL INFORMATION
INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

BOND NO. _____

PREMIUM \$ _____

**LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)**

PROJECT NUMBERS: 08-28368428, 08-28368528 AND 08-28368728

**SIDEWALK IMPROVEMENTS
Temco Street, Vought Street, Boeing Street and McDonnell Street**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to _____, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project Numbers 08-28368428, 08-28368528 AND 08-28368728**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

LABOR AND MATERIALS PAYMENT BOND
PROJECT NUMBERS: 08-28368428, 08-28368528 AND 08-28368728

BOND NO. _____

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

this _____ day of _____, 20____.

CONTRACTOR (Principal)

SURETY

Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____, 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal maybe affixed hereto.

W:\CapProj\CapProj\PROJECTS\Quang - 08-28368428 - Temco_Vought_Boeing_McDonnell Sidewalks\Specifications\2 Agreement - CDBG
Specs 06-09.DOC

CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

SAMPLE

State of California

County of _____

On _____ before me, _____
(Here insert name and title of the officer)

personally appeared _____

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

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

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS PAYMENT BOND
SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

CAPACITY CLAIMED BY THE SIGNER

Individual(s)
 Corporate Officer

(Title)

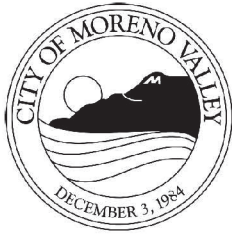
Partner (s)
 Attorney-in-Fact
 Other _____

ADDITIONAL OPTIONAL INFORMATION
INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they, is/are) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Ren</i>
CITY MANAGER	<i>WJB</i>

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: December 8, 2009

TITLE: AUTHORIZE PURCHASE ORDER FOR SR-60/NASON STREET INTERCHANGE IMPROVEMENT PROJECT -- PROJECT NO. 98-25897

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the issuance of a purchase order to the San Jacinto Basin Resource Conservation District (SJBRC D) for \$345,000 (\$300,000 plus 15% contingency) for the SR-60/Nason Street Interchange Improvement project to fund conservation easement activities associated with the project (Account No. 125.89720).
2. Authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Conservation Easement Deed with SJBRC D up to, but not exceeding, the contingency amount of \$45,000, subject to the approval of the City Attorney.
3. Authorize the Public Works Director/City Engineer to execute a Memorandum of Understanding (MOU) or similar agreement indicating the City's intent to execute a Conservation Easement Deed with the San Jacinto Basin Resource Conservation District, if needed.

BACKGROUND

The overall purpose of the Route 60/Nason Street Interchange Improvement project is to improve the Route 60/Nason Street interchange ramps through reconstruction and realignment, while providing a design that will accommodate future ultimate bridge widening improvements needed to serve anticipated future traffic demand.

On October 30, 2003, Caltrans and the Federal Highway Administration (FHWA) approved a Categorical Exception/Categorical Exclusion (CE/CE) requiring the City to mitigate the permanent impact to 0.58 acres of California Department of Fish and Game (CDFG) drainages and habitat.

On April 11, 2006, the City Council adopted Resolution No. 2006-49, approving and authorizing execution of an "Agreement Regarding Proposed Stream or Lake Alteration" with the California Department of Fish and Game (CDFG). The agreement is required as part of the environmental mitigation for the Route 60/Nason Street Interchange Improvement project. Additionally the City Council authorized the Public Works Director to execute the "Agreement Regarding Proposed Stream or Lake Alteration," including any amendments. The Council further authorized the Public Works Director to execute a conservation easement deed at a future date.

Project plans are 100% complete. Environmental permits for construction have been submitted to the appropriate agencies. Utility relocation that must be completed in advance of the interchange construction is scheduled to be completed in late January 2010. Right-of-way acquisition is complete and is scheduled to be approved by Caltrans by January 2010.

DISCUSSION

As a condition of the project, the City is required to "mitigate the permanent impacts by replanting the created wetland and riparian habitat mitigation area with native riparian plant species and by removing all non-native plants in the mitigation area" of 0.58 acres located north of State Route 60 and east of Nason Street. The area is designated as Open Space/Park area and is owned by the City. The City is required to construct the mitigation area during the project's initial construction. Plans and specifications have been completed and are contained within the bid documents. The mitigation area does not qualify for an "in-lieu fee" program, which allows payment of a fee to a separate watershed authority to acquire an off-site area, because there is currently no off-site area available for long-term purchase in the "wetland creation" category.

Once the mitigation area is constructed and the construction warranty period is completed, the City is required to ensure long-term maintenance of the area. Therefore, CDFG requires the City to record a conservation easement in perpetuity to protect fish and wildlife resources on the site. To accomplish this, CDFG has recommended engaging the San Jacinto Basin Resource Conservation District (SJBRCDC) to prepare and process the conservation easement, as well as to maintain the mitigation site in perpetuity. CDFG does not provide maintenance or monitoring services, but requires that these services be competently performed. CDFG requires regular monitoring and reporting by a biological monitor as well as other activities.

The SJBRCDC is the district responsible for managing activities within the watershed of the San Jacinto River, within which the State Route 60/Nason Interchange project lies. The SJBRCDC, as well as similar districts in California, is authorized to enter into

agreements with public agencies, developers, and other entities under Public Resources Code Section 9401 and related sections to hold conservation easements. SJBRCD has the necessary expertise to manage the area in a cost-effective manner.

The benefits to the City in having SJBRCD maintain the property are the ability to fund the maintenance costs as part of the project as an up-front endowment, the assurance that qualified personnel will monitor the site, and the transfer of liability to the SJBRCD.

As is typically done with conservation districts, the project is required to deposit a one-time endowment with the SJBRCD. As requested by City staff in order to determine the cost, SJBRCD has reviewed the project plans in detail and estimates the cost of maintenance and monitoring to be approximately \$280,000. SJBRCD will use the endowment and the interest earned on it to maintain the site in perpetuity. If the cost estimate increases above \$322,000 (\$280,000 plus a 15% contingency amount of \$42,000), staff will return at a later date with a final cost for City Council approval. In addition, SJBRCD requires payment of attorney fees to finalize the Conservation Easement Deed. The attorney fees are estimated to not exceed \$23,000. Therefore, a total purchase order amount of \$345,000 is requested for attorney fees and the endowment, including contingencies.

The City Council previously authorized the Public Works Director to execute a Conservation Easement Deed at its meeting on April 11, 2006. A draft copy is attached. Staff will work with SJBRCD to negotiate the terms and complete the Conservation Easement Deed. Due to the detailed nature of the transaction, it is expected that its negotiation and execution may take three to six months.

The project is within the State right-of-way and is therefore subject to California Department of Transportation (Caltrans) oversight. In the event that Caltrans and/or a project-related permitting entity requests that a Memorandum of Understanding or similar agreement be prepared prior to executing the Conservation Easement Deed, staff is requesting that the Public Works Director/City Engineer have the authority to execute the appropriate document.

ALTERNATIVES

1. Authorize the issuance of a purchase order to the San Jacinto Basin Resource Conservation District (SJBRCD) for \$345,000 (\$300,000 plus 15% contingency) for the SR-60/Nason Street Interchange Improvement project to fund conservation easement activities associated with the project (Account No. 125.89720); authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Conservation Easement Deed with SJBRCD up to, but not exceeding, the contingency amount of \$45,000, subject to the approval of the City Attorney; and authorize the Public Works Director/City Engineer to execute a Memorandum of Understanding (MOU) or similar agreement indicating the City's intent to execute a Conservation Easement Deed with the San Jacinto Basic Resource Conservation District, if needed. *This*

alternative will enable the City to meet its commitment under its "Agreement Regarding Proposed Stream or Lake Alteration" with CDFG.

2. Do not authorize the issuance of a purchase order to the San Jacinto Basin Resource Conservation District (SJBRC D) for \$345,000 (\$300,000 plus 15% contingency) for the SR-60/Nason Street Interchange Improvement project to fund conservation easement activities associated with the project (Account No. 125.89720); do not authorize the Public Works Director/City Engineer to execute any subsequent related amendments to the Conservation Easement Deed with SJBRC D up to, but not exceeding, the contingency amount of \$45,000, subject to the approval of the City Attorney; and do not authorize the Public Works Director/City Engineer to execute a Memorandum of Understanding (MOU) or similar agreement indicating the City's intent to execute a Conservation Easement Deed with the San Jacinto Basic Resource Conservation District, if needed. *This alternative would cause the City to be out of compliance under its "Agreement Regarding Proposed Stream or Lake Alteration" with CDFG.*

FISCAL IMPACT

The project is funded using federal funds and matching Measure "A" funds (Fund 125). There is no impact to the General Fund. The City has successfully obtained approximately \$7.4 million of federal funds, portions of which have been used for design and right-of-way. Remaining federal funds for construction consist of Surface Transportation Program (\$1.77 million) and Transportation Efficiency Act of the 21st Century (\$4.5 million) demonstration funds.

The cost of maintenance and monitoring will be approximately \$322,000 (\$280,000 plus a 15% contingency). Staff will return at a later date with a final cost for City Council approval if the costs exceeds this estimate. In addition, SJBRC D requires payment of attorney fees to finalize the Conservation Easement Deed. The attorney fees are estimated to not exceed \$23,000. Therefore, a total purchase order amount of \$345,000 is requested for attorney fees and the endowment, including contingencies.

FY 2009/2010 BUDGETED FUNDS

TEA 21 Demonstration Funds (125.66929).....	\$ 4,500,000
STPL Discretionary Funds (125.67029)	\$ 1,770,000
Measure "A" Funds (125.89720)	<u>\$ 7,435,000</u>
Total Available Funds	\$13,705,000

FY 2009/2010 ESTIMATED RELOCATION & CONSTRUCTION COSTS

Estimated Interchange Construction Costs	\$ 9,000,000
Advance Utility Relocation – EMWD & SCE.....	\$ 1,383,000
Utility Relocation - SCE	\$ 200,000
Utility (Valve Cluster) Relocation - EMWD	\$ 368,000
Habitat Mitigation and Monitoring	\$ 345,000
Remaining Interchange Right-of-Way Acquisition	\$ 1,891,000
Total Estimated Costs.....	\$13,187,000

ANTICIPATED PROJECT SCHEDULE

Advance Utility Relocation Phase	May 2009 to January 2010
Interchange Construction	March 2010 to February 2011

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 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.

SUMMARY

To meet its obligations under its agreement with CDFG, the City is preparing a Habitat Mitigation and Monitoring Plan. The Council has previously authorized the execution of the necessary Conservation Easement. City staff estimates the cost of mitigation work and ongoing monitoring costs to be approximately \$345,000 (\$300,000 plus 15% contingency).

ATTACHMENTS/EXHIBITS

Attachment "A" — Draft Conservation Easement Deed

Prepared By:
 Margery A. Lazarus
 Senior Engineer, P.E.

Department Head Approval
 Chris A. Vogt, P.E.
 Public Works Director/City Engineer

Concurred By:
 Prem Kumar, P.E.
 Deputy Public Works Director/Assistant City Engineer

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

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RECORDING REQUESTED BY AND)
WHEN RECORDED MAIL TO:)
)
San Jacinto Basin Resource)
Conservation District)
950 N. Ramona Blvd., Suite 6)
San Jacinto, CA 92582)
Attention: Gayle Holyoak)

Space Above Line for Recorder's Use Only

CONSERVATION EASEMENT DEED

THIS CONSERVATION EASEMENT DEED is made this _____ day of _____, 20____, by The City of Moreno Valley ("Grantor"), in favor of San Jacinto Basin Resource Conservation District ("Grantee"), with reference to the following facts:

RECITALS

A. Grantor, a municipal corporation, is the sole owner in fee simple of certain real property in the County of Riverside, State of California, designated Assessor's Parcel Number 488-080-018 and more particularly described in Exhibit "A" and shown on Exhibit "B" attached hereto and incorporated herein by this reference (the "Property");

B. The Property possesses wildlife and habitat values (collectively, "conservation values") of great importance to Grantee and the people of the State of California;

C. The Property provides, among other things, mitigation for certain impacts of the Project by Grantor pursuant to requirements of the California Department of Fish and Game (the "Department") Agreement Regarding Proposed Stream or Lake Alteration, Notification No. 6-2003-015 (Revision 6) dated March 7, 2006, and any amendments thereto (the "Section 1603 Streambed Alteration Agreement");

D. This Conservation Easement provides mitigation for certain impacts of the Grantor's planned SR 60/Nason Street interchange improvement project including as a part thereof the creation of a riparian habitat on the Property before the Effective Date (the "Project") located in the City of Moreno Valley, County of Riverside, State of California, pursuant to the Section 1603 Streambed Alteration Agreement and the Mitigation Plan created thereunder.

Attachment "A"

E. This Conservation Easement is designed to satisfy and is granted in satisfaction of Special Condition No. 13 of the Section 1603 Streambed Alteration Agreement;

F. Grantee is authorized to hold Conservation Easements pursuant to Public Resources Code Section 9405 and California Civil Code Sections 815 et seq.

G. This Conservation Easement shall go into effect after the Project is (a) completed by the Grantor and (b) after the contractor's two (2) year warranty of the work of the Project is terminated but in no event later than _____ (the "Effective Date").

COVENANTS, TERMS, CONDITIONS AND RESTRICTIONS

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to California law, including Civil Code Section 815 et seq., Grantor hereby voluntarily grants and conveys to Grantee a conservation easement in perpetuity over the Property, the grant and the covenants, terms, conditions and restrictions shall only go into effect on the Effective Date.

1. Purpose.

(a) The purpose of this Conservation Easement is to ensure the Property, after the creation of the riparian habitat, will be retained forever in a natural condition and to prevent any use of the Property thereafter that will impair or interfere with the conservation values of the Property. Grantor intends that this Conservation Easement will confine the use of the Property to such activities, including, without limitation, those involving the preservation and enhancement of native species and their habitat in a manner consistent with the creation of the riparian habitat and the conservation values of this Conservation Easement.

(b) The riparian habitat on the Property shall be maintained by Grantee, in-perpetuity, consistent with this Conservation Easement.

2. Grantee's Rights. To accomplish the purposes of this Conservation Easement, Grantor hereby grants and conveys the following rights to Grantee:

(a) To preserve and protect the conservation values of the Property;

(b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and to otherwise enforce the terms of this Conservation Easement, and for scientific research and interpretive purposes by Grantee or its designees, provided that Grantee shall not unreasonably interfere with Grantor's authorized use and quiet enjoyment of the Property;

(c) To prevent any activity on or use of the Property that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such

areas or features of the Property that may be damaged by any act, failure to act, or any use that is inconsistent with the purposes of this Conservation Easement;

(d) All mineral, air and water rights necessary to protect and to sustain the biological resources of the Property; and

(e) All present and future development rights.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following uses by Grantor, Grantor's agents, and third parties under Grantor's reasonable control, are expressly prohibited:

(a) Unseasonal watering, use of fertilizers, pesticides, biocides, herbicides or other agricultural chemicals, weed abatement activities and incompatible fire protection activities except as provided in Section 6; and any and all other activities and uses which may adversely affect the purposes of this Conservation Easement;

(b) Use of off-road vehicles and use of any other motorized vehicles except on existing roadways;

(c) Grazing or other agricultural activity of any kind;

(d) Recreational activities including, but not limited to, horseback riding, biking, hunting or fishing, except as may be specifically permitted under this Conservation Easement;

(e) Commercial or industrial uses;

(f) Any legal or de facto division, subdivision or partitioning of the Property other than as may be necessary to make the Property a legal parcel as may be required by the Subdivision Map Act of the State of California or the subdivision ordinance of the Grantor;

(g) Construction, reconstruction or placement of any building, billboard or sign, or any other structure or improvement of any kind;

(h) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials;

(i) Planting, introduction or dispersal of non-native or exotic plant or animal species;

(j) Filling, dumping, excavating, draining, dredging, mining, drilling, removing or exploring for or extraction of minerals, loam, soil, sands, gravel, rocks or other material on or below the surface of the Property;

(k) Altering the surface or general topography of the Property, including building of roads;

(l) Removing, destroying, or cutting of trees, shrubs or other vegetation, except as required by law for (1) fire breaks, (2) maintenance of existing foot trails or roads, or (3) prevention or treatment of disease; and

(m) Manipulating, impounding or altering any natural water course, body of water or water circulation on the Property, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or sub-surface waters;

4. Grantor's Duties. Grantor shall undertake reasonable actions to prevent the unlawful entry and trespass by persons whose activities may degrade or harm the conservation values of the Property. In addition, Grantor shall undertake all necessary actions to perfect Grantee's rights under Section 2 of this Conservation Easement, including but not limited to, Grantee's water rights.

5. Grantee's Duties. To accomplish the purpose of this Conservation Easement as described in Section 1, Grantee, its successors and assigns shall:

(a) Perform regular compliance inspections of the Property;

(b) Monitor Grantor's compliance with the terms of this Conservation Easement;

(c) Conduct long-term maintenance and management of the Property. Such long-term maintenance and management shall consist of at least annual removal of incidental trash thrown from passing vehicles, small bags of trash dumped from cars or small pick-up trucks, or wind blown debris ("Minor Trash Removal"). Minor Trash Removal does not include activities such as removing abandoned cars, appliances, building materials, asphalt, concrete, tree limbs, toys, dumped soil, furniture, and other bulky or similar items, as well as hazardous waste such as oil cans, antifreeze, pesticides, and paint. Removal of any of these latter items shall be considered Major Trash Removal;

(d) Prepare an annual monitoring and maintenance reports documenting activities performed and make such reports available to the Grantor on Grantor's request.

(e) Set aside, hold, invest and disburse adequate Endowment funds (described in Section 15) in trust solely for the purposes of preserving the Conservation Values of the Property under this Conservation Easement in perpetuity.

6. Reserved Rights. Grantor reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from its ownership of the Property, including the right to engage in or to permit or invite others to engage in all

uses of the Property that are consistent with the purposes of this Conservation Easement, including, but not limited to, the following uses:

(a) Access. Reasonable access through the Property to adjacent land over existing roads, or to perform obligations or other activities permitted by this Conservation Easement or that are required under the Section 1603 Streambed Alteration Agreement.

(b) Fire Protection. The right, in an emergency situation, to maintain firebreaks (defined as a strip of plowed or cleared land made to check the spread of a fire), trim or remove brush, otherwise perform preventative measures required by the fire department to protect structures and other improvements from encroaching fire. All other brush management activities shall be limited to areas outside the Property.

7. Grantee's Remedies. If Grantee determines that Grantor is in violation of the terms of this Conservation Easement or that a violation is threatened, Grantee shall give written notice to Grantor of such violation and demand in writing the cure of such violation. If Grantor fails to cure the violation within fifteen (15) days after receipt of written notice and demand from Grantee, or if the cure reasonably requires more than fifteen (15) days to complete and Grantor fails to begin the cure within the fifteen (15)-day period or fails to continue diligently to complete the cure, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce compliance by Grantor with the terms of this Conservation Easement, to recover any damages to which Grantee may be entitled for violation by Grantor of the terms of this Conservation Easement or for any injury to the conservation values of the Property, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for other equitable relief, including, but not limited to, the restoration of the Property to the condition in which it existed prior to any such violation or injury. Without limiting Grantor's liability there for, Grantee may apply any damages recovered to the cost of undertaking any corrective action on the Property.

If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the conservation values of the Property, Grantee may pursue its remedies under this Section 6 without prior notice to Grantor or without waiting for the period provided for cure to expire. Grantee's rights under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Grantee may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in Civil Code Section 815 et seq., inclusive. The failure of Grantee to discover a violation or to take immediate legal action shall not bar Grantee from taking such action at a later time.

If at any time in the future Grantor or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, notwithstanding Civil Code Section 815.7, the California Attorney General or any public entity with a justifiable interest in the preservation of this Conservation Easement has standing as interested parties in any proceeding affecting this Conservation Easement.

7.1. Costs of Enforcement. Any costs incurred by Grantee, where Grantee is the prevailing party, in enforcing the terms of this Conservation Easement against Grantor, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Grantor's negligence or breach of this Conservation Easement shall be borne by Grantor.

7.2. Grantee's Discretion. Enforcement of the terms of this Conservation Easement by Grantee shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

7.3. Acts Beyond Grantor's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from (i) any natural cause beyond Grantor's control, including, without limitation, fire not caused by Grantor, flood, storm, and earth movement, or any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Grantee or its employees.

7.3. Acts Beyond Grantee's Control. Nothing contained in this Conservation Easement shall be construed to entitle Grantor to bring any action against Grantee for any injury to or change in the Property resulting from (i) any natural cause beyond Grantee's control, including, without limitation, fire not caused by Grantee, flood, storm, and earth movement, or any prudent action taken by Grantee under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Grantor or its employees.

8. Fence Installation and Maintenance. Grantor shall install and maintain a fence reasonably satisfactory to Grantee around the Conservation Easement area to protect the conservation values of the Property, including but not limited to wildlife corridors.

9. Access. This Conservation Easement does not convey a general right of access to the public.

10. Costs and Liabilities. After the Effective Date Grantee shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property including the responsibility for perpetual maintenance of the Property with the endowment funding by Grantor, Grantor agrees that Grantee shall have no duty or responsibility for the operation or maintenance of the Property, the monitoring of hazardous conditions thereon, or the protection of Grantor, the public or any third parties from risks relating to conditions on the Property prior to the Effective Date. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any activity or use permitted by this Conservation Easement Deed, and any activity or use shall be undertaken in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements.

10.1. Taxes; No Liens. Grantor shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property, if any there are, by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Grantee with satisfactory evidence of payment upon request. Since Grantor is tax exempt it is not contemplated there will be taxes on Grantor's ownership of the Property and Grantee likewise will hold the Conservation Easement free from taxes as well. Grantor shall keep Grantee's interest in the Property free from any liens, including those arising out of any obligations incurred by Grantor or any labor or materials furnished or alleged to have been furnished to or for Grantor at or for use on the Property for the Project including the creation of the riparian habitat.

10.2. Hold Harmless. Grantor shall hold harmless, protect and indemnify Grantee and its directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each an "Indemnified Party" and, collectively, "Indemnified Parties") from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' fees and experts' fees), causes of action, claims, demands, orders, liens or judgments (each a "Claim" and, collectively, "Claims"), arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of Grantee or any of its employees, agents or contractors; (2) the obligations specified in Sections 5 and 7; and (3) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or reimburse Grantee for all charges incurred for services of the Attorney General in defending the action or proceeding.

10.3. Condemnation. The purposes of the Conservation Easement are presumed to be the best and most necessary public use as defined at Code of Civil Procedure Section 1240.680 notwithstanding Code of Civil Procedure Sections 1240.690 and 1240.700.

11. Assignment. This Conservation Easement is transferable by Grantee, but Grantee may assign its rights and obligations under this Conservation Easement only to an entity or organization authorized to acquire and hold conservation easements pursuant to Civil Code Section 815.3 or other applicable law. Grantee shall require the assignee to record the assignment in the official records of Riverside County, State of California.

12. Subsequent Transfers. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests itself of any interest in all or any portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the intent to transfer any interest at least thirty (30) days prior to the date of such transfer. Grantee shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Grantor or Grantee to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way.

13. Notices. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Grantor: City of Moreno Valley
 Attn: Public Works Director
 14177 Frederick St.
 Moreno Valley, CA 92553

To Grantee: San Jacinto Basin Resource
 Conservation District
 950 N. Ramona Blvd., # 6
 San Jacinto, CA 92582
 Attn: Gayle Hollyoak
 Attn: Project Manager

With a copy to:

or to such other address as either party shall designate by written notice to the other. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or, in the case of delivery by first class mail, five (5) days after deposit into the United States mail.

14. Amendment. This Conservation Easement may be amended by Grantor and Grantee only by mutual written agreement. Any such amendment shall be consistent with the purposes of this Conservation Easement and shall not affect its perpetual duration. Any such amendment shall be recorded in the official records of Riverside County, State of California.

15. Endowment. Grantor shall transfer to the Grantee upon recording of the Conservation Easement a non-wasting Endowment in the amount of \$280,000 for the perpetual management, maintenance, and monitoring of the Property as required under Section 5 of this Conservation Easement.

16. General Provisions.

(a) Controlling Law. The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state.

(b) Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed to affect the purposes of this Conservation Easement and the policy and purpose of Civil Code Section 815 et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

(c) Severability. If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement Deed, such action shall not affect the remainder of this Conservation Easement Deed. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement Deed to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to the Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with Section 14.

(e) No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

(f) Successors. The covenants, terms, conditions, and restrictions of this Conservation Easement Deed shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Property.

(g) Termination of Rights and Obligations. A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in the Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

(h) Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) No Hazardous Materials Liability. Grantor represents and warrants that to the best of Grantor's actual knowledge it does not know of any release or threatened release of Hazardous Materials (defined below) in, on, under, about or affecting the Property. Without limiting the obligations of Grantor under Section 10.2, Grantor agrees to indemnify, protect and hold harmless the Indemnified Parties (defined in Section 10.2) against any and all Claims (defined in Section 10.2) arising from or connected with any Hazardous Materials present, alleged to be present, or otherwise associated with the Property at any time, except any Hazardous Materials placed, disposed or released by Grantee, its employees or agents. If any action or proceeding is brought against any of the Indemnified Parties by reason of any such Claim, Grantor shall, at the election of and upon written notice from Grantee, defend such action or proceeding by counsel reasonably acceptable to the Indemnified Party or reimburse Grantee for all charges incurred for services of the Attorney General in defending the action or proceeding.

Despite any contrary provision of this Conservation Easement Deed, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Grantee any of the following:

(1) The obligations or liabilities of an "owner" or "operator," as those terms are defined and used in Environmental Laws (defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.; hereinafter, "CERCLA"); or

(2) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

(3) The obligations of a responsible person under any applicable Environmental Laws; or

(4) The right to investigate and remediate any Hazardous Materials associated with the Property; or

(5) Any control over Grantor's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Property.

The term "Hazardous Materials" includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Hazardous Materials Transportation Act (49 U.S.C. Section 6901 et seq.); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.); the Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable federal, state or local laws, ordinances, rules, regulations or orders now in effect or enacted after the date of this Conservation Easement Deed.

The term "Environmental Laws" includes, without limitation, any federal, state, local or administrative agency statute, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials. Grantor represents warrants and covenants to Grantee that Grantor's activities upon and use of the Property will comply with all Environmental Laws.

(j) Warranty. Grantor represents and warrants that there are no outstanding mortgages, liens, encumbrances or other interests in the Property which have not been expressly subordinated to this Conservation Easement Deed, and that the Property is not subject to any other conservation easement.

(k) Additional Easements. Grantor shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is subordinate to this Conservation Easement Deed), or grant or otherwise abandon or relinquish any water agreement relating to the Property, without first obtaining the written consent of Grantee. Grantee may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or will impair or interfere with the conservation values of the Property. This Section 16(k) shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement Deed and complies with Section 12.

(l) Counterparts. The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

17. No DFG Interest. The State of California, Department of Fish and Game ("DFG") is neither a party nor a third party beneficiary to this Conservation Easement. Any relationship between the Grantor and the DFG arises, if at all, from the Section 1603 Streambed Alteration Agreement.

IN WITNESS WHEREOF Grantor has executed this Conservation Easement Deed the day and year first above written.

GRANTOR:

BY: _____

NAME: Chris A. Vogt

TITLE: Public Works Director/CityEngineer

DATE: _____

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Conservation Easement Deed by _____, dated _____, to the San Jacinto Basin Resource Conservation District, grantee, a governmental agency (under Public Resources Code Section 9151 et. seq.), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by resolution of the directors of the Grantee on _____, 2009.

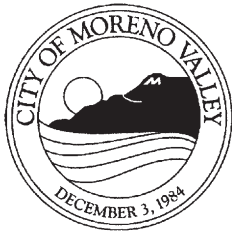
GRANTEE:

San Jacinto Basin Resource Conservation
District

By: _____

Title: _____
Authorized Representative

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APPROVALS	
BUDGET OFFICER	<i>CAF</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: December 08, 2009

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE INSTALLATION AND ENERGIZING OF 750KCMIL 12KV ELECTRICAL CABLE AND REMOVAL & INSTALLATION OF #2 AWG 12KV ELECTRICAL CABLE ON IRIS AVE – PERRIS BLVD TO LASSELLE STREET, PROJECT NO. MVU-0006; THE INSTALLATION OF ELECTRICAL CONDUIT AND VAULTS ON ELSWORTH STREET – GOLDENCREST DRIVE TO CORPORATE CENTER DRIVE, PROJECT NO. MVU-0007; THE INSTALLATION OF ELECTRICAL CONDUIT AND VAULTS, AND THE INSTALLATION AND ENERGIZING OF 750KCMIL 12KV ELECTRICAL CABLE ON PERRIS BLVD – IRIS AVE TO JFK DRIVE, PROJECT NO. MVU-0009; AND THE INSTALLATION OF ELECTRICAL CONDUIT AND VAULTS, AND THE INSTALLATION AND ENERGIZING OF 750KCMIL 12KV ELECTRICAL CABLE ON PERRIS BLVD – RED MAPLE TO GROVEVIEW, PROJECT NO. MVU-0014.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for the Installation and Energizing of 750KCMIL 12kV Electrical Cable and Removal & Installation of #2 AWG 12KV Electrical Cable on Iris Ave – Perris Blvd to Lasselle Street, Project No. MVU-0006; the Installation of Electrical Conduit and Vaults on Elsworth Street – Goldencrest Drive to Corporate Center Drive, Project No. MVU-0007; the Installation of Electrical Conduit and Vaults, and the Installation and Energizing of 750KCMIL 12kV Electrical Cable on Perris Blvd – Iris Ave. to JFK Drive, Project No. MVU-0009; and the Installation of Electrical Conduit and Vaults, and the Installation and Energizing of 750KCMIL 12kV Electrical Cable on Perris Blvd – Red Maple to

Groveview, Project No. MVU-0014., to Richard Lopez Construction, the lowest responsible bidder.

2. Authorize the Mayor to execute a contract with Richard Lopez Construction, in the form attached hereto.
3. Authorize the Financial and Administrative Services Director to issue a Purchase Order to Richard Lopez Construction, in the amount of \$2,057,295.63 (the base bid amount plus 10% contingency) for the Installation and Energizing of 750KCMIL 12kV Electrical Cable and Removal & Installation of #2 AWG 12KV Electrical Cable on Iris Ave – Perris Blvd to Lasselle Street, Project No. MVU-0006; the Installation of Electrical Conduit and Vaults on Elsworth Street – Goldencrest Drive to Corporate Center Drive, Project No. MVU-0007; the Installation of Electrical Conduit and Vaults, and the Installation and Energizing of 750KCMIL 12kV Electrical Cable on Perris Blvd – Iris Ave. to JFK Drive, Project No. MVU-0009; and the Installation of Electrical Conduit and Vaults, and the Installation and Energizing of 750KCMIL 12kV Electrical Cable on Perris Blvd – Red Maple to Groveview, Project No. MVU-0014., when the contract has been signed by all parties. (Account Nos. 602.61832, 602.61833, 602.61834 and 602.61839)
4. Authorize the Director of Public Works/City Engineer to execute any subsequent change orders to the contract with Richard Lopez Construction up to, but not to exceed the Purchase Order Contingency authorized for the base bid amount of \$1,870,268.75.

BACKGROUND

The City of Moreno Valley Electric Utility (MVU) has experienced significant growth over the past five years. MVU is presently serving over 5,300 customers and projects continued growth with the addition of several large non-residential meters, as well as some multi-family housing. To ensure the safety and reliability of the MVU electric grid, it will be necessary to construct new electric distribution line extension circuits, (Projects #MVU-0006, 0007, 0009, and 0014), to accommodate the increased demand on the system. This project will also provide valuable circuit ties between the Lasselle, Iris and Globe 12kV Circuit Ties.

The construction of the Lasselle, Iris, and Globe 12kV Circuit Ties are necessary to transfer existing load from several of the existing feeder circuits which will be taxed beyond capacity by the projected peak load after new customers are added. In addition, the circuit ties greatly enhance the reliability of the MVU distribution system.

DISCUSSION

The basic components of the MVU electric distribution system are:

- 1). MVU MoVal 115/12kV, 56 MVA Substation and related apparatus.

- 2). Several MVU owned and operated 12,000 volt interconnections
- 3). Backbone electrical distribution infrastructure system within major arterial roads.
- 4). Service connection points to in-tract and direct feed points for electric distribution service to end users.

The City Council approved the 2009/2010 Public Works Capital Improvement Plan which includes several new MVU electric distribution feeders and circuits. These new circuits, Projects #MVU-0006, 0007, 0009, and 0014 will provide relief to the existing Lasselle and Iris 12kV Inter-connections in the event of an SCE source outage, and also provide relief to the Globe 12kV circuit as it approaches its operating design limits as well as contractual constraints. The operational flexibility these circuit ties will provide, as well as the ability to transfer these loads, is necessary to avoid placing excessive demand on these existing circuits. Additionally, the reliability of the MVU electric distribution system is greatly improved. The addition of the capital improvement projects will reduce the probability of power outages to valued MVU customers, thereby increasing reliability.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 P.M., November 30, 2009, for the Installation and Energizing of 750KCMIL 12kV Electrical Cable and Removal & Installation of #2 AWG 12KV Electrical Cable on Iris Ave – Perris Blvd to Lasselle Street, Project No. MVU-0006; the Installation of Electrical Conduit and Vaults on Elsworth Street – Goldencrest Drive to Corporate Center Drive, Project No. MVU-0007; the Installation of Electrical Conduit and Vaults, and the Installation and Energizing of 750KCMIL 12kV Electrical Cable on Perris Blvd – Iris Ave to JFK Drive, Project No. MVU-0009; and the Installation of Electrical Conduit and Vaults, and the Installation and Energizing of 750KCMIL 12kV Electrical Cable on Perris Blvd – Red Maple to Groveview, Project No. MVU-0014.

A total of 7 bids submitted to City Clerk. Upon review, all 7 were considered valid bids.

CONTRACTORS

BIDS

1. Richard Lopez Construction	\$ 1,870,268.75
2. HCI, Inc.....	\$1,961,548.20
3. Cal West Underground, Inc	\$1,980,764.75
4. Schilling Paradise	\$ 2,102,436.00
5. International Line Builders, Inc	\$ 2,271,005.20
6. Hampton Tedder Electric Co.	\$ 2,329,737.00
7. Henkels & McCoy	\$ 2,665,726.10

The engineer's estimate for the capital improvement considered in this action is \$2,534,659. Due to excellent market conditions, the bids came in well below the engineer's estimate.

Staff has reviewed the bid by Richard Lopez Construction and finds the company to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through the review of the references submitted by Richard Lopez Construction. Staff recommends the City Council adopt the plans and specifications, and Award the contract to Richard Lopez.

ENVIRONMENTAL REVIEW

This project is exempt from California Environmental Quality Act (CEQA) as it is classified as a Class I Categorical Exemption as defined in Section 15301C, no further environmental review is required.

ALTERNATIVES

1. Award the construction contract for the Installation and Energizing of 750KCMIL 12kV Electrical Cable and Removal & Installation of #2 AWG 12KV Electrical Cable on Iris Ave – Perris Blvd to Lasselle Street, Project No. MVU-0006; the Installation of Electrical Conduit and Vaults on Elsworth Street – Goldencrest Drive to Corporate Center Drive, Project No. MVU-0007; the Installation of Electrical Conduit and Vaults, and the Installation and Energizing of 750KCMIL 12kV Electrical Cable on Perris Blvd – Iris Ave to JFK Drive, Project No. MVU-0009; and the Installation of Electrical Conduit and Vaults, and the Installation and Energizing of 750KCMIL 12kV Electrical Cable on Perris Blvd – Red Maple to Groveview, Project No. MVU-0014, to Richard Lopez Construction, the lowest responsible bidder, authorize the Mayor to execute a contract with Richard Lopez Construction, in the form attached hereto, authorize the Financial and Administrative Services Director to issue a Purchase Order to Richard Lopez Construction, in the amount of \$2,057,295.63 (the base bid amount plus 10% contingency) for the Installation and Energizing of 750KCMIL 12kV Electrical Cable and Removal & Installation of #2 AWG 12KV Electrical Cable on Iris Ave – Perris Blvd to Lasselle Street, Project No. MVU-0006; the Installation of Electrical Conduit and Vaults on Elsworth Street – Goldencrest Drive to Corporate Center Drive, Project No. MVU-0007; the Installation of Electrical Conduit and Vaults, and the Installation and Energizing of 750KCMIL 12kV Electrical Cable on Perris Blvd – Iris Ave to JFK Drive, Project No. MVU-0009; and the Installation of Electrical Conduit and Vaults, and the Installation and Energizing of 750KCMIL 12kV Electrical Cable on Perris Blvd – Red Maple to Groveview, Project No. MVU-0014, when the contract has been signed by all parties. (Account Nos. 602.61832, 602.61833, 602.61834 and 602.61839), authorize the Director of Public Works/City Engineer to execute any subsequent change orders to the contract with Richard Lopez Construction, up to, but not to exceed the Purchase Order Contingency authorized for the base bid amount of \$1,870,268.75. *This will allow the installation of the required structures, conduits, conductors, switches, and related electrical apparatus necessary to transfer load from the Iris, Globe and Indian 12kV interconnections and provide operational flexibility within the MVU electric grid.*

2. Do not award the construction contract for the Installation and Energizing of 750KCMIL 12kV Electrical Cable and Removal & Installation of #2 AWG 12KV Electrical Cable on Iris Ave –Perris Blvd to Lasselle Street, Project No. MVU-0006; the Installation of Electrical Conduit and Vaults on Elsworth Street – Goldencrest Drive to Corporate

Center Drive, Project No. MVU-0007; the Installation of Electrical Conduit and Vaults, and the Installation and Energizing of 750KCMIL 12kV Electrical Cable on Perris Blvd – Iris Ave to JFK Drive, Project No. MVU-0009; and the Installation of Electrical Conduit and Vaults, and the Installation and Energizing of 750KCMIL 12kV Electrical Cable on Perris Blvd – Red Maple to Groveview, Project No. MVU-0014, to Richard Lopez Construction, the lowest responsible bidder, do not authorize the Mayor to execute a contract with Richard Lopez Construction, in the form attached hereto, do not authorize the Financial Administrative Services Director to issue a Purchase Order to Richard Lopez Construction, in the amount of \$2,057,295.63 (the base bid amount plus 10% contingency) for the Installation and Energizing of 750KCMIL 12kV Electrical Cable and Removal & Installation of #2 AWG 12KV Electrical Cable on Iris Ave – Perris Blvd to Lasselle Street, Project No. MVU-0006; the Installation of Electrical Conduit and Vaults on Elsworth Street – Goldencrest Drive to Corporate Center Drive, Project No. MVU-0007; the Installation of Electrical Conduit and Vaults, and the Installation and Energizing of 750KCMIL 12kV Electrical Cable on Perris Blvd – Iris Ave to JFK Drive, Project No. MVU-0009; and the Installation of Electrical Conduit and Vaults, and the Installation and Energizing of 750KCMIL 12kV Electrical Cable on Perris Blvd – Red Maple to Groveview, Project No. MVU-0014, when the contract has been signed by all parties. (Account Nos. 602.61832, 602.61833, 602.61834 and 602.61839), and do not authorize the Director of Public Works/City Engineer to execute any subsequent change orders to the contract with Richard Lopez Construction, up to, but not to exceed the Purchase Order Contingency authorized for the base bid amount of \$1,870,268.75. *This would restrict the ability to transfer load from certain interconnections and potentially create a disruption of service and also would restrict the City's utility ability to safely and reliably serve the peak loads.*

FISCAL IMPACT

This project was approved by the City Council through the adoption of the Fiscal Year 2009/2010 Capital Improvements Project Budget. This project will be funded through the 2007 Lease Revenue Bonds approved by the City Council on March 13, 2007. MVU will receive various reimbursements from other development when they connect to this back bone infrastructure, thereby defraying some of the capital cost.

Fiscal Year 2009/2010 Capital Improvement Budget:

MVU – 006 (Account No. 602.61832).....	\$1,021,719.74
MVU – 007 (Account No. 602.61833).....	\$646,980.00
MVU – 009 (Account No. 602.61834).....	\$533,844.97
MVU – 0014 (Account No. 602.61839).....	\$551,660.00
Total Budgeted Funds.....	\$2,754,204.71

ANTICIPATED PROJECT SCHEDULE:

Notice of Award	December 2009
Start Construction.....	January 2009
Complete Construction	July 2009

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

Create a positive environment for the economic development within the community. *The construction of these facilities will expand the MVU electrical distribution system.*

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained. *The expansion of the MVU electrical distribution system will foster a positive environment and potentially help contribute to development of Moreno Valley's future.*

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS

Attachment 1 – Master Agreement for Projects MVU – 0006, 0007, 0009 and 0014



Department Head Approval: Chris A. Vogt, P. E
Public Works Director/City Engineer

Prepared By: Gerald McAllister, P.E.
Senior Electrical Engineer

Concurred By: George Hanson
Electric Utility Manager

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

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AGREEMENT

- 1.0 **PROJECT NO. MVU-0006, Account No. 602.61832**
 - **IRIS AVE – PERRIS BLVD TO LASSELLE ST**
 - INSTALLATION AND ENERGIZING OF 750 KCMIL, 12KV CABLE
 - REMOVAL & INSTALLATION OF #2 AWG 12 KV CABLE
 - **LASSELLE ST - ARROYO PARK DR TO VIA DE ANZA**
 - INSTALLATION AND ENERGIZING OF 350 KCMIL, 12KV CABLE

- 2.0 **PROJECT NO. MVU-0007, Account No. 602.61833**
 - **ELSWORTH ST – GOLDENCREST DR to CORPORATE CENTER DR**
 - INSTALLATION OF ELECTRICAL CONDUIT, VAULTS

- 3.0 **PROJECT NO. MVU-0009, Account No. 602.61834**
 - **PERRIS BLVD – IRIS AVE TO JFK DR (including Emma Lane & Santiago St)**
 - INSTALLATION OF ELECTRICAL CONDUIT, VAULTS
 - INSTALLATION AND ENERGIZING OF 750 KCMIL, 12KV CABLE

- 4.0 **PROJECT NO. MVU-0014, Account No. 602.61839**
 - **PERRIS BLVD – RED MAPLE TO GROVEVIEW**
 - INSTALLATION OF ELECTRICAL CONDUIT, VAULTS
 - INSTALLATION AND ENERGIZING OF 750 KCMIL, 12KV CABLE

THIS Contract Agreement, made and entered into as of the date signed by the Mayor, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and _____ hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. The written Agreement includes all of the following: a) any and all Contract Change Orders issued after execution of this Agreement, b) the Bidder’s Proposal which includes the Bidder’s Bond and Noncollusion Affidavit, c) **Addenda Nos. _____ inclusive**, issued prior to the opening of the Bids, d) the bound Bid Documents, e) the Special Provisions which include the General Provisions and Technical Provisions, f) the project Plans, g) the Standard Plans, h) the Standard Specifications and, i) Reference Specifications, all of which are essential parts of this Agreement. In the event of any conflict in the provisions thereof, the terms of said Contract Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Contract documents for this project, the Contract documents which are hereby specifically referred to and by such reference made a part hereof.

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of \$ _____, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Contract Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Contract documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Contract within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **thirty (30) working days** after said date in the “Notice to Proceed with Construction,” except as adjusted by subsequent Contract Change Order(s).

AGREEMENT

PROJECT NO. MVU - 0006, 0007, 0009 & 0014

(OR)

If the project is for storm drains, traffic signal or any project requiring lead-time for ordering materials use next paragraph.

4. The Contractor hereby agrees to order materials pursuant to this Contract within 7 calendar days after the date of authorization specified in the "Notice to Proceed with Order of Materials." The Contractor hereby agrees to commence work pursuant to this Contract within 15 calendar days after the date of authorization specified in the "Notice to Proceed with Construction." The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion within _____ () **working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of \$250.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Contract Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

(OR)

If the project is for storm drains, traffic signal or any project requiring lead-time for ordering materials use next paragraph.

5. The City and Contractor hereby agree that in case all ordering of materials and construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such damages shall be presumed to be in the amount of \$250.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Contract Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and Western Riverside Council of Governments (WRCOG) *for TUMF only*, and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

Solely as respect to work 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 Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and Western

AGREEMENT

PROJECT NO. MVU - 0006, 0007, 0009 & 0014

Riverside Council of Governments (WRCOG) *for TUMF only*, its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, and WRCOG, its officers, employees and agents; under any third party liability policy.

It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under 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.

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	\$500,000.00	\$1,000,000.00	\$2,000,000.00
Property Damage	---	\$1,000,000.00	\$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of \$2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

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

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

AGREEMENT

PROJECT NO. MVU - 0006, 0007, 0009 & 0014

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Contract fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Contract Agreement in a form which is substantially similar to the Contract Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and Western Riverside Council of Governments (WRCOG) its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor'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 this Contract Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, and WRCOG its officers, agents, or employees.

AGREEMENT

PROJECT NO. MVU - 0006, 0007, 0009 & 0014

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Contract Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Contract Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Contract.

16. The effective date of this Contract Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

**AGREEMENT
PROJECT NO. MVU - 0006, 0007, 0009 & 0014**

CITY OF MORENO VALLEY,
Municipal Corporation

(Name of Contractor)

BY: _____
Financial Administrative Services Director/
City Manager/Mayor
(Select only one please)

License No./
Classification: _____

Expiration Date: _____

DATE: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>
ATTEST: _____ City Clerk (only needed if Mayor signs)
APPROVED AS TO LEGAL FORM: _____ City Attorney _____ Date
RECOMMENDED FOR APPROVAL: _____ Department Head (if contract exceeds \$15,000) _____ Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____
Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

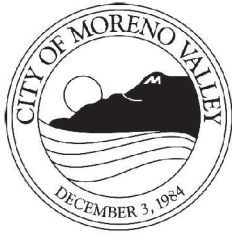
DATE: _____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Contract Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.



APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	Rut
CITY MANAGER	PA

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: December 8, 2009

TITLE: ADOPT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES FOR MORENO VALLEY UTILITY

RECOMMENDED ACTION

Staff recommends that the City Council:

Adopt Resolution No. 2009-115 amending the Electric Rates for Moreno Valley Utility

BACKGROUND

On July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges for the City of Moreno Valley's Electric Utility, or Moreno Valley Utility (MVU). Electric Rule 12 entitled "Rates and Optional Rates" of that document states that the rates to be charged by and paid to the City's utility for electric service will be the rates legally in effect and on file with the Electric Utility Division, Department of Public Works. At its meeting on December 9, 2003, the City Council approved Ordinances 650 and 651 providing for the establishment and adjustment of electric rates by resolution.

DISCUSSION

Consistent with Ordinances 650 and 651, the resolution considered in this action amends MVU's Electric Rates. A complete copy of the proposed *Electric Rates* document is available for review in the Public Works Department, Electric Utility Division office. To ensure the City's rates are just and reasonable and to ensure that the City's rates are set at a level sufficient to cover the utility's costs, it will be necessary for the City Council to approve an adjustment of the rates that MVU charge customers for service from time to time. Due to the structure of MVU's rates, the customer's usage will ultimately determine the impact of this proposed rate adjustment on their monthly

billings. For example, the proposed rate adjustments considered in this council action will affect a residential customer who uses 600 kWh in a month differently than a customer who uses 1,000 kWh in a month. The proposed rate changes considered in the council action will result in an increase to some of MVU's rate schedules for the summer season, and a decrease to some of MVU's rate schedules for the winter season. Pursuant to MVU's rates, the summer season begins at 12:00am on the first Sunday in June and continues until 12:00am on the first Sunday in October. The winter season begins at 12:00am on the first Sunday in October, and continues until 12:00am on the first Sunday in June of the following year. Generally speaking, there are four months in the summer season, and eight months in the winter season.

If the City Council adopts the proposed rate adjustments, the average MVU residential customer taking service under Schedule A who uses 600 kWh per month will experience a decrease in their bill of 0.5% in summer, and a decrease of 6.2% in winter. This results in a decrease of \$0.38 for each summer bill, and a \$6.59 decrease for each of the winter season's bills. Similarly, an MVU residential customer who uses 1,000 kWh per month will experience a decrease of 2.9% in the summer season, and an increase of 3.9% in the winter season. This results in a \$5.06 decrease in the customer's monthly bill for summer, and an increase of \$7.98 per month for each month of the winter season.

If the City Council adopts the proposed rate adjustments, the average MVU small commercial customer taking service under Schedule B who uses 2,978 kWh per month will experience an increase of 14.2% for each month of the summer season, and a 14.7% decrease for each month of the winter season. The average MVU large commercial customer taking service under Schedule C who uses 24,531 kWh per month with a demand of 100kW will experience an increase of 4.1% in summer and a decrease of 0.8% in winter. The average MVU large commercial, time-of-use customer taking service under Schedule TOU-LGS who uses 386,896 kWh per month with a demand of 865 kW in summer, and 392,333 kWh per month with a demand of 666 kW in winter will experience an increase of 9.5% in summer and a decrease of 4.0% in winter. Schedule TC-1, MVU's rates for traffic controllers, will increase by 5.51%. MVU's current street light rate schedule (Schedule SL) will increase 0.8%.

If adopted by the City Council, these changes will become effective at 12:00 a.m. on December 9, 2009.

Pursuant to Section 5 of the Professional Services Agreement by and between the City of Moreno Valley and ENCO Utility Services Moreno Valley, LLC, the City is obligated to adjust its rates from time to time so that the City's electric rates remain roughly equivalent to the otherwise applicable investor owned utility rate schedules. This council action will true up MVU's rates to comply with this obligation. If adopted, the net impact upon MVU customers is estimated to be an increase in rates.

ALTERNATIVES

1. Adopt the proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *The amendment of the Electric Rates will allow the City's utility to recover its costs for service, and to offer competitive rates.*
2. Do not adopt the proposed resolution amending the Electric Rates for Moreno Valley Utility as on file in the Electric Utility Division, Public Works Department. *This would restrict the City's utility in its ability to recover utility costs, and also its ability to offer competitive rates.*

FISCAL IMPACT

As rates are adjusted, revenues will reflect the adjustments. Utility revenues will increase slightly if the proposed changes are adopted by City Council.

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION:

The municipal electric utility will generate revenues to provide funding for City programs and services over time. These revenues will help achieve important financial goals of the City.

POSITIVE ENVIRONMENT:

The proposed rate adjustments ensures timely changes to the rates of the City's utility, and helps to create a positive environment for economic development within the community. The City of Moreno Valley will offer competitive rates and will help the City create new, well paying jobs.

NOTIFICATION

Posting of the Agenda.

Attachments

Attachment 1 – Proposed Resolution

Prepared By: George Hanson
Electric Utility Division Manager

Department Head Approval: Chris A. Vogt, P. E
Public Works Director/City Engineer

Concurred By: Darcy Ramirez
Senior Financial Analyst

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

W:\Electric Utility\Administration - Finance\Staff Reports\2009 SR's\Drafts\SR - Rate and Rules Adjustments 28Oct2009-DRAFT.doc

RESOLUTION NO. 2009-115

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO AMEND THE ELECTRIC RATES, AND ELECTRIC SERVICE RULES, FEES, AND CHARGES FOR MORENO VALLEY UTILITY

WHEREAS, the City of Moreno Valley (the "City"), a municipal corporation, is authorized pursuant to Article XI, Section 9(a) of the California Constitution to establish, purchase, and operate public works to furnish its inhabitants with light, water, power, heat, transportation, or means of communication; and

WHEREAS, on June 26, 2001, the City Council of the City of Moreno Valley approved Resolution No. 2001-33 and, as amended by Resolution 2002-46, authorized the formation of a municipally owned utility for the purpose of providing electrical power, storm water, telephone telecommunications, cable TV, water, natural gas, and sanitary sewer; and

WHEREAS, on July 8, 2003, the City Council approved Resolution No. 2003-58 adopting the Electric Service Rules, Fees and Charges document for Moreno Valley Utility which states, in part, that the rates to be charged by and paid to the City for electric service will be the rates legally in effect and on file with the City Council; and

WHEREAS, there are sections of the Electric Service Rules, Fees and Charges document that contain rules which define the terms and conditions under which electric service will be provided to the customer; and

WHEREAS, there are rules, fees, charges, and rates associated with providing the services identified in the document. These rules, fees, charges, and rates are deemed necessary and equitable for services rendered and are required to fund in whole or in part, all of the services required to facilitate the delivery of electric distribution pursuant to the rules; and

WHEREAS, Urgency Ordinance No. 651 was adopted by the City Council on December 9, 2003, allowing for the adoption of rates by resolution.

Resolution No. 2009 - ____
Date Adopted: December 8, 2009

Attachment 1

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

1. The City Council hereby adopts the amended Moreno Valley Utility Electric Rates and Electric Service Rules, Fees, and Charges as on file in the Public Works Department and City Clerk's Office.

APPROVED AND ADOPTED this 8th day of December 2009.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2009 - ____
Date Adopted: December 8, 2009

Attachment 1

RESOLUTION JURAT

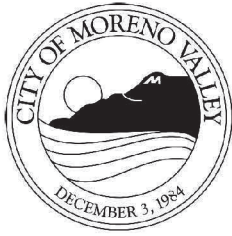
[Clerk's office will prepare]

[NOTE: Any attachments or exhibits to this resolution should follow this jurat.]

Resolution No. 2009 - ____
Date Adopted: December 8, 2009

Attachment 1

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APPROVALS	
BUDGET OFFICER	<i>[Signature]</i>
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

Report to City Council

TO: Mayor and City Council

FROM: Kyle Kollar, Community Development Director

AGENDA DATE: December 8, 2009

TITLE: Acceptance of Grant Award from the Southern California Association of Governments (SCAG) of consultant services for the Compass Blueprint Strategy study entitled "Alessandro Boulevard Corridor – Recommendations and Concepts for the City of Moreno Valley" and Adoption of the Resolution for participation with Southern California Association of Governments (SCAG) as a Compass Blueprint Demonstration Community.

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council:

1. Authorize the acceptance of the Compass Blueprint Demonstration Project Grant Award from the Southern California Association of Governments (SCAG) of consultant services for the Compass Blueprint Strategy study entitled "Alessandro Boulevard Corridor – Recommendations and Concepts for the City of Moreno Valley"; and
2. Adopt Resolution No. 2009-116 to certify the approval of the City of Moreno Valley's support of and participation with the Southern California Association of Governments (SCAG) as a Compass Blueprint Demonstration Community.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

In 2001, the Southern California Association of Governments (SCAG) started a regional visioning process that culminated in a strategy for regional growth that would accommodate the coming growth while providing for livability, mobility, prosperity, and sustainability. This strategy, called “Compass Blueprint” promotes a stronger link between region wide transportation and land use planning and encourages creative, forward-thinking and sustainable development solutions that fit local needs and support shared regional values. The strategy is broadly based on the following four key principles, which can be referred to as the “Compass Principles.”

- **Mobility - *Getting where we want to go***
- **Livability - *Creating positive communities***
- **Prosperity - *Long-term health for the region***
- **Sustainability - *Promoting efficient use of natural resources***

Compass Blueprint Planning Services are provided through Demonstration Projects, opportunities for local planning efforts to become regional showcases for great planning. Demonstration Projects enable cities and counties to better evaluate planning options and stimulate sustainable development opportunities. The City of Moreno Valley applied for a Demonstration Project Grant Award in May 2009.

DISCUSSION

The Compass Blueprint Demonstration Project Grant Award covers the cost of the following as related to completion of the study:

- consultant services
- SCAG staff time
- financial resources
- technical assistance

The study will explore opportunities for transit-oriented development around an emerging rapid transit bus line along Alessandro Boulevard. Alessandro Boulevard is an important regional transportation link for Moreno Valley, tying the Riverside County Hospital via a rapid bus transit line to the future Moreno Valley/ March Field Metrolink Station. The proposed Alessandro Boulevard Corridor Demonstration Project would provide an understanding of development potential along the boulevard and

surrounding areas. The ultimate potential depends upon many variables, including socioeconomic trends, surrounding development patterns, and the type of development envisioned for Alessandro Boulevard Corridor. This demonstration project would be a first step in evaluating these conditions and making a series of recommendations for next steps. Those recommendations will be reviewed with the Planning Commission and City Council for direction prior to any implementation.

To assist the City in further developing a vision for the Alessandro Boulevard area that considers all the elements of a vibrant transit corridor, this proposed demonstration project will:

- Conduct a review of current conditions of the Alessandro Boulevard corridor and the neighborhoods that surround it;
- Conduct land use opportunities and constraints analysis from a transit-oriented perspective;
- Conduct circulation analysis that focuses on circulation issues associated with future transit rider-ship projects and intensification of land uses;
- Create contextual urban design strategies to intensify land uses;
- Develop a set of guiding principles for land use concepts and policy recommendations;
- Propose extensive bus transit recommendations that better integrate commuter rail service with local and regional bus service; and
- Identify next steps for guiding future changes along the corridor.

A consultant has been selected for the proposed Alessandro Boulevard Corridor Demonstration Project. The City will be working with Raimi and Associates. SCAG is currently working on the wording of the final contract and acceptance of the award by City Council is required prior to the contract's finalization.

ALTERNATIVES

1. Authorize acceptance of the Compass Blueprint Demonstration Project Grant Award; and
2. Adopt Resolution No. 2009-116 to certify the approval of the City of Moreno Valley's support of and participation with the Southern California Association of Governments (SCAG) as a Compass Blueprint Demonstration Community.

RECOMMENDATION

1. Authorize the acceptance of the Compass Blueprint Demonstration Project Grant Award from the Southern California Association of Governments (SCAG) of consultant services for the Compass Blueprint Strategy study entitled “Alessandro Boulevard Corridor – Recommendations and Concepts for the City of Moreno Valley”; and
2. Adopt Resolution No. 2009-116 to certify the approval of the City of Moreno Valley’s support of and participation with the Southern California Association of Governments (SCAG) as a Compass 2% Strategy Demonstration Community.

NOTIFICATION

Posting of the Agenda

ATTACHMENTS/EXHIBITS

1. Resolution No. 2009-116
2. Compass Blueprint Demonstration Project Award Letter

Prepared By:
 Claudia Manrique
 Associate Planner

Department Head Approval:
 Kyle Kollar
 Community Development Director

Concurred By:
 John C. Terell, AICP
 Planning Official

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

RESOLUTION NO. 2009-116
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
MORENO VALLEY, CALIFORNIA, IN SUPPORT OF AND
PARTICIPATION WITH THE SOUTHERN CALIFORNIA
ASSOCIATION OF GOVERNMENTS AS A COMPASS
BLUEPRINT STRATEGY DEMONSTRATION COMMUNITY.

WHEREAS, the City of Moreno Valley is participating with the Southern California Association of Governments (SCAG) and Riverside Transit Agency (RTA) in a Compass Blueprint Strategy study to examine the potential for transit-oriented development around an emerging rapid transit bus line along Alessandro Boulevard (proposal for the Compass Blueprint Strategy study entitled “Alessandro Boulevard Corridor – Recommendations and Concepts for the City of Moreno Valley”); and

WHEREAS, the City of Moreno Valley’s Alessandro Boulevard Corridor is located in a 2% Strategy Opportunity Area; and

WHEREAS, Compass Blueprint supports communities with technical assistance for local planning projects consistent with the regional vision of mobility, livability, sustainability and prosperity.

WHEREAS, the Southern California Association of Governments (SCAG) has awarded Demonstration Community Status to the City of Moreno Valley along with consultant services that will be used to perform a Compass Blueprint Strategy study to explore opportunities for transit-oriented development around an emerging rapid transit bus line along Alessandro Boulevard, a coordinated work effort that will take place directly between the consultants and City staff.

WHEREAS, the planning effort will emphasize strategies to better coordinate land use and transportation decision-making, targeting growth around existing and planned transit stations; including:

1. Conduct a review of current conditions of the Alessandro Boulevard corridor and the neighborhoods that surround it;
2. Conduct land use opportunities and constraints analysis from a transit-oriented perspective;
3. Conduct circulation analysis that focuses on circulation issues associated with future transit rider-ship projects and intensification of land uses;
4. Create contextual urban design strategies to intensify land uses;
5. Develop a set of guiding principles for land use concepts and policy recommendations;
6. Propose extensive bus transit recommendations that better integrate commuter rail service with local and regional bus service; and
7. Identify next steps for guiding future changes along the corridor.

ATTACHMENT 1

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

WHEREAS, all of the facts set forth in this Resolution are true and correct.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Moreno Valley HEREBY accepts the designation of a 2% Strategy Demonstration Community and is willing to participate and guide the planning work, and to provide in-kind staff services to support the planning efforts.

APPROVED AND ADOPTED this 8th day of December 2009.

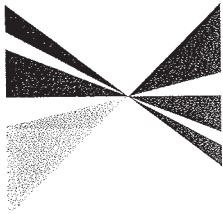
Richard A. Stewart, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



ASSOCIATION of GOVERNMENTS

Main Office

818 West Seventh Street
12th Floor
Los Angeles, California
90017-3435

t (213) 236-1800
f (213) 236-1825

www.scag.ca.gov

Officers

President
Jon Edney, El Centro

First Vice President
Larry McCallon, Highland

Second Vice President
Pam O'Connor, Santa Monica

Immediate Past President
Richard Dixon, Lake Forest

Policy Committee Chairs

Executive/Administration
Jon Edney, El Centro

Community, Economic and
Human Development
Carl Morehouse, Ventura

Energy & Environment
Keith Hanks, Azusa

Transportation
Mike Ten, South Pasadena

RECEIVED
JUL 14 2009
CITY OF MORENO VALLEY

July 9, 2009

John Terrell, Planning Official
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552-0805

Dear Mr. Terrell:

Congratulations! Your proposal for a Compass Blueprint Demonstration Project in the City of Moreno Valley has been approved. The Alessandro Boulevard Corridor project has been favorably reviewed by the Southern California Association of Governments' (SCAG) Regional Council. Your project is consistent with the regionally-shared goals of improving livability, mobility, prosperity and sustainability and we look forward to partnering with you to make Moreno Valley and the Southern California region a better place.

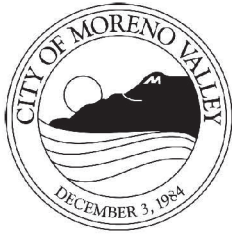
Demonstration Project assistance will be in the form of free consultant services. We will be releasing the Request for Proposals for your project during the first week of September to our list of 50 pre-qualified consulting firms, and expect to conduct consultant interviews, in coordination with representatives from your office, during the first full week of October. We will be in touch to schedule these interview dates. We expect that consultant work on the project will begin around November 1, 2009. In the meantime, if you have any questions please contact Peter Brandenburg, Senior Regional Planner, at (213)236-1937 or by email at brandenburg@scag.ca.gov. Thank you again for your interest in partnering with SCAG to plan for the future of your community and our region.

Sincerely,

Mark Butala
Manager, Comprehensive Planning

ATTACHMENT 2

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Rut</i>
CITY MANAGER	<i>WBS</i>

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: December 8, 2009

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR PUBLIC SAFETY BUILDING (PSB) RENOVATION -- PROJECT NO. 08-50182327

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award a construction contract for \$477,000 to AVI-CON Inc. dba CA Construction (CA Construction), 981 Iowa Avenue, Suite A, Riverside, CA 92507, the lowest responsible bidder, for renovation of the Public Safety Building (PSB) Women's Locker Room and Training Center.
2. Authorize the City Manager to execute the Agreement with CA Construction in the form attached hereto.
3. Authorize the issuance of a Purchase Order to CA Construction totaling \$572,400 (\$477,000 bid plus 20% contingency) from Account No. 501.82327.
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with CA Construction, up to, but not exceeding, the contingency amount of \$95,400, subject to the approval of the City Attorney.
5. Authorize the Public Works Director/City Engineer to incrementally accept completed portions of work and pay retainage based on the acceptance of said work in accordance with the Public Contract Code, Section 7107.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Renovation plans for the Women's Locker Room and Training Center were presented to the Public Safety Subcommittee at its meeting on February 28, 2009.

BACKGROUND

This project includes construction of a new physical training room within the existing open courtyard area in the Public Safety Building adjacent to the existing physical training room and conversion of the existing physical training room into a new women's locker room. The existing women's locker room will be modified and converted into an expanded men's locker room. This project is essential and will meet current PSB demands related to the Police Department staffing needs. By providing these renovations, it will ease the demands on the existing overcrowded locker room facilities.

This renovation will provide a temporary solution to meet the PSB's current needs until a larger facility is designed and built. The City has already begun work on programming and a conceptual design for future expansion of the PSB facility to meet the City's population growth to build-out.

DISCUSSION

Formal bidding procedures were followed in conformance with the Public Contract Code. Eleven (11) bids were received and opened by the City Clerk at 2:00 p.m. on November 4, 2009, as follows:

<u>Bidder:</u>	<u>Bid Amount</u>
1. AVI-CON Inc. dba CA Construction, Riverside.....	\$477,000
2. Texusun Construction, Buena Park.....	\$480,875
3. Dalke & Sons Construction Inc., Riverside.....	\$558,479
4. Mercer Construction Co., Temecula.....	\$573,204
5. Thomco Construction, Inc., Anaheim	\$586,498
6. Hamel Contracting, Inc., Murrieta.....	\$598,800
7. Abeam Construction, Inc., Covina.....	\$622,900 (Disqualified)
8. Inland Building Construction Companies, San Bernardino.....	\$629,000
9. M. R. Bracey Construction Co., Inc., Ontario	\$656,613
10. Randall Construction, Inc., San Diego	\$726,559
11. Fischer, Inc., San Bernardino.....	\$1,014,000
<i>Engineer's Estimate</i>	<i>\$524,170</i>

CA Construction submitted the lowest bid. CA Construction possesses a valid California contractor's license in good standing and provided a bid bond as its security. No outstanding issues were identified through a review of their references. The bid proposal received from Bidder No. 7 was disqualified because it was not signed as required by the bid document instructions.

ALTERNATIVES

1. Award a construction contract for \$477,000 to AVI-CON Inc. dba CA Construction (CA Construction), 981 Iowa Avenue, Suite A, Riverside, CA 92507, the lowest responsible bidder, for renovation of the Public Safety Building (PSB) Women's Locker Room and Training Center; authorize the City Manager to execute the Agreement with CA Construction in the form attached hereto; authorize the issuance of a Purchase Order to CA Construction totaling \$572,400 (\$477,000 bid plus 20% contingency) from Account No. 501.82327; authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with CA Construction, up to, but not exceeding, the contingency amount of \$95,400, subject to the approval of the City Attorney; and authorize the Public Works Director/City Engineer to incrementally accept completed portions of work and pay retainage based on the acceptance of said work in accordance with the Public Contract Code, Section 7107. *This alternative will facilitate the construction of needed facilities.*

2. Do not a construction contract for \$477,000 to AVI-CON Inc. dba CA Construction (CA Construction), 981 Iowa Avenue, Suite A, Riverside, CA 92507, the lowest responsible bidder, for renovation of the Public Safety Building (PSB) Women's Locker Room and Training Center; do not authorize the City Manager to execute the Agreement with CA Construction in the form attached hereto; do not authorize the issuance of a Purchase Order to CA Construction totaling \$572,400 (\$477,000 bid plus 20% contingency) from Account No. 501.82327; do not authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with CA Construction, up to, but not exceeding, the contingency amount of \$95,400, subject to the approval of the City Attorney; and do not authorize the Public Works Director/City Engineer to incrementally accept completed portions of work and pay retainage based on the acceptance of said work in accordance with the Public Contract Code, Section 7107. *This alternative would result in the delay of essential facilities.*

FISCAL IMPACT

There are adequate funds to complete construction of the PSB renovations. Project funding is provided by 2005 Lease Revenue Bonds (Fund 501). Following is the budget plan and estimated project costs:

BUDGETED FUNDS FY 09/10

Fiscal Year 2008/2009 (Account No. 501.82327).....	<u>\$1,614,000</u>
Total Funding	\$1,614,000

ESTIMATED PROJECT COSTS

Construction (plus 20% contingency)	\$ 572,000
Design/Construction Management Services	\$ 80,000
Construction Geotechnical/Survey/Materials Testing	\$ 12,000
City Project Administration & Miscellaneous Costs (reproduction costs, etc.)	\$ 80,000
Total Estimated Project Cost	\$ 744,000

PRELIMINARY PROJECT SCHEDULE

Notice of Award	December 2009
Begin Construction	January 2010
Complete Construction	June 2010

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.

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

SUMMARY

The City Council is asked to award a contract for \$477,000 to AVI-CON Inc. dba CA Construction, and issue a Purchase Order to CA Construction totaling \$572,400 (\$477,000 plus 20% contingency) from Account No. 501.82327 for renovation of the Public Safety Building Women's Locker Room and Training Center.

ATTACHMENTS/EXHIBITS

- Attachment "A" - Location Map
- Attachment "B" - Agreement with AVI-CON Inc. dba CA Construction

Prepared By:
 Jack Shah, RA, M.S. (Civil)
 Consultant Project Manager

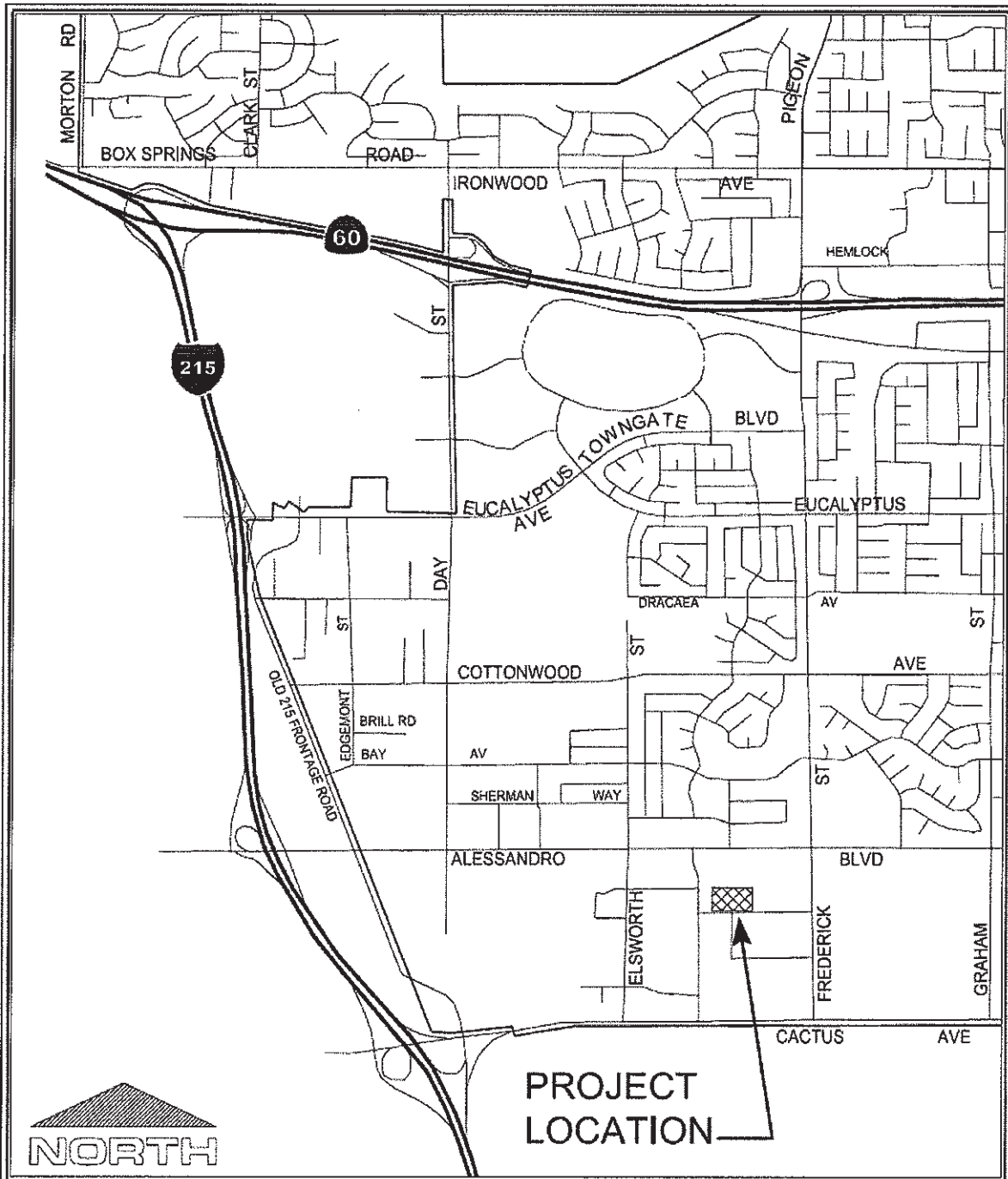
Department Head Approval:
 Chris A. Vogt, P.E.
 Public Works Director/City Engineer

Concurred By:
 Prem Kumar, P.E
 Deputy Public Works Director/Assistant City Engineer

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

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	LOCATION MAP	
	Public Works Department Capital Projects Division	PUBLIC SAFETY BUILDING PHASE I PROJECT NUMBER 07-50182327
	Scale: None ATTACHMENT "A"	

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AGREEMENT

PROJECT NO. 08-50182327

**MORENO VALLEY PUBLIC SAFETY BUILDING RENOVATION
Women's Locker Room & Training Center
22850 CALLE SAN JUAN DE LOS LAGOS, MORENO VALLEY, CA 92553-9045**

THIS Contract Agreement, made and entered into as of the date signed by the Mayor, by and between the City of Moreno Valley, a municipal corporation, County of Riverside, State of California, hereinafter called the "City" and AVI-CON Inc. dba CA Construction hereinafter called the "Contractor."

That the City and the Contractor for the consideration hereinafter named, agree as follows:

1. The complete Contract includes all of the Contract documents as if set forth in full herein, to wit, the Contract Agreement, any and all Contract Change Orders issued after the execution of the Contract Agreement, **Addenda No(s). 1 and 2**, issued prior to the opening of the Bids, the Special Provisions (which includes the General Provisions and Technical Provisions), the Project Plans, the Standard Plans, the Standard Specification, California Building Code, California Electrical Code, California Energy Code, California Fire Code, California Mechanical Code, California Plumbing Code, State of California Code of Regulations Title 24 Building Standards, American with Disabilities Act (ADA), other codes as applicable, reference Specifications, the Bidder's Proposal, the Notice Inviting Bids, the Non-Collusion Affidavit, the Faithful Performance Bond, the Labor and Materials Payment Bond and insurance, all of which are essential parts of this Contract and made a part of this Contract Agreement. In the event of any conflict in the provisions thereof, the terms of said Contract documents as set forth above shall control, each over the other, in the order provided.
2. The Contractor shall furnish all materials, tools, equipment and labor, except as otherwise provided in the Plans or Special Provisions, and will perform all the work which is necessary to complete in a good, workmanlike and substantial manner the above said project in accordance with the Contract documents for this project, the Contract documents which are hereby specifically referred to and by such reference made a part hereof.
3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) in the sum total amount of **\$477,000**, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Contract Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Contract documents therefore and the requirements of the Engineer under them.
4. The Contractor hereby agrees to commence work pursuant to this Contract Agreement within fourteen (14) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **one hundred and twenty (120) work days** after

Attachment "B"

**AGREEMENT
PROJECT NO. 08-50182327**

said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all construction called for under the Contract is not completed within the time hereinabove specified, including City caused delays or extensions, damages will be sustained by the City and that, it is and will be impracticable or extremely difficult to ascertain and determine the actual amount of damages the City will sustain in the event of, and by reason of, such delay.

It is, therefore, agreed that such liquidated damages shall be in the amount of **nine hundred dollars (\$900.00)** per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Contract Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), Eastern Municipal Water District, The Gas Company, Verizon, Time Warner and Moreno Valley Utilities and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; **builder's risk insurance (that includes fire, flood, and earthquake coverage: The maximum deductible on the builder's risk insurance policy shall be \$100,000)**; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

Solely as respect to work 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 Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), Eastern Municipal Water District, The Gas Company, Verizon, Time Warner and Moreno Valley Utilities its officers, employees and agents, are added as additional insured under this policy and the coverage provided hereunder shall be primary insurance and not contributing with any other insurance available to the City of Moreno Valley, California, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Services District, its officers, employees and agents; under any third party liability policy.

It is further agreed that the other insurance provision(s) of the policy are amended to conform therewith.

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under 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.

**AGREEMENT
PROJECT NO. 08-50182327**

The terms of the insurance policy or policies issued to provide the below insurance coverage(s) shall not be amended or canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendments or cancellation to the City, except that cancellation for non-payment of premium shall require (10) days prior written notice by certified or registered mail. In the event the said insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the City Clerk new evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

All liability insurance shall cover comprehensive general liability for both bodily injury (including death) and property damage, including but not limited to aggregate products, aggregate operations, aggregate protective and aggregate contractual with the following minimum limits:

	Each Person	Each Occurrence	Aggregate
Bodily Injury	\$500,000.00	\$1,000,000.00	\$2,000,000.00
Property Damage	---	\$1,000,000.00	\$2,000,000.00

A combined single limit for Bodily Injury Liability and Property Damage Liability of \$2,000,000.00 for each occurrence will be considered equivalent to the above minimum limits for Comprehensive General Liability.

Property Damage Insurance shall cover full replacement value for damages to any property caused directly or indirectly by or from acts or activities of the Contractor or its sub-contractors or any person acting for the Contractor or under its control or direction.

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

The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Contract Agreement and any extension thereof, **builder's risk insurance (including fire, flood, and earthquake)** which will reimburse the Contractor or the City for its interests for repairing damaged property owned, leased, held or in the course of construction with coverage limits for replacement of the building; and shall bear an endorsement in addition to the previous endorsements containing the following Provisions:

The City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), Eastern Municipal Water District, The Gas Company, Verizon, Time Warner and Moreno Valley Utilities are named as "loss payee" to ensure the settlement proceeds are used to repair damaged buildings or other property. Additionally, the insurer shall waive all rights of subrogation against the City of Moreno Valley, RDA and CSD its officers, agents or employees.

**AGREEMENT
PROJECT NO. 08-50182327**

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

The Contractor shall also furnish the City with a certificate evidencing Worker's Compensation Insurance with limits as established by the State of California.

The Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

7. The Contractor hereby agrees to provide and maintain in effect two (2) good and sufficient Surety Bonds for one hundred percent (100%) each of the contract price. The bonds shall be a "Faithful Performance Bond" which shall guarantee the faithful performance of all work and a "Labor and Materials Payment Bond" which shall secure the payment of the claims of labor, mechanics, or materialmen for all work under the Contract pursuant to Section 3247 of the Civil Code.

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Contract fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

9. The Contractor and any agents or subcontractors of the Contractor shall pay the prevailing rates of per diem wages established by the California Department of Industrial Relations. The Contractor and any agents or subcontractors of the Contractor shall also adhere to the California Labor Code, Division 2, Part 7, "Public Works and Public Agencies," and the California Administrative Code, Title 8, Group 3, "Payment of Prevailing Wages upon Public Works," all of which are made a part of the Contract documents.

10. The Contractor agrees that he or she and its subcontractors shall maintain and keep books, payrolls, invoices of materials, records on a current basis, and recording all transactions pertaining to this Agreement in a form in accordance with generally acceptable accounting principles. Said books and records shall be made available to the City of Moreno Valley, County, the State of California, the Federal Government and to any authorized representative thereof for purposes of audit and inspection at all reasonable times and places. All such books, payrolls, invoices of materials, and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter period of retention, all books, records, and supporting detail shall be retained for a period of at least three years after expiration of the term of this Agreement.

11. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor. Securities eligible for substitution under this section shall include those listed in Section 16430 of the

**AGREEMENT
PROJECT NO. 08-50182327**

Government Code, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any dividends or interest thereon. The Contractor shall give the City written notice within thirty (30) days after the Contract is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow Contract Agreement in a form which is substantially similar to the Contract Agreement set forth in Section 22300, of the Public Contract Code.

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), the Moreno Valley Community Services District (CSD), Eastern Municipal Water District, The Gas Company, Verizon, Time Warner and Moreno Valley Utilities, its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor'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 this Contract Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

The obligation to indemnify, defend and hold harmless set forth herein shall include, without limitation, any and all attorney's fees incurred by the party to be indemnified, defended, or held harmless, whether in a judicial or administrative action or in arbitration, and whether the issue is between the parties or involves one or more third parties.

13. The parties do for themselves, their heirs, executors, administrators, successors and assigns agree to the full performance of all of the provisions herein contained. The Contractor may not, either voluntarily or by action of law, assign any obligation assumed by the Contractor hereunder without prior written consent of the City.

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its rights under this Contract Agreement, the prevailing party in such action shall recover in addition to all other relief, its reasonable attorney's fees and court costs to be fixed by the court.

In addition to the foregoing award of attorney's fees, the prevailing party shall be entitled to its attorneys' fees incurred in any post judgment proceedings to enforce any judgments in connection with this Contract Agreement. The Provision is separate and several and shall survive the merge of this Provision into any judgment.

15. By my signature hereunder, as Contractor, I certify that I am aware of the Provisions of Section 3700, of the Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Provisions of that code, and I will comply with such Provisions before commencing the performance of the work of this Contract.

16. The effective date of this Contract Agreement shall be the date of the Award of Contract by the City of Moreno Valley.

17. Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License

**AGREEMENT
PROJECT NO. 08-50182327**

Board, 3132 Bradshaw Road, Sacramento, CA 95826. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

(SIGNATURE PAGE FOLLOWS)

**AGREEMENT
PROJECT NO. 08-50182327**

CITY OF MORENO VALLEY,
Municipal Corporation

AVI-CON Inc. dba CA Construction

BY: _____
City Manager

License No./ Classification: _____

Expiration Date: _____

DATE: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>
APPROVED AS TO LEGAL FORM:

City Attorney

Date
RECOMMENDED FOR APPROVAL:

Department Head <i>(if contract exceeds \$15,000)</i>

Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____
Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Contract Agreement on behalf of the Contractor must be acknowledged before a notary public.

General Partners must sign on behalf of the partnership.

In the event that the contracting firm is a corporation, two (2) corporate officer's having authority from the corporation MUST sign (two (2) signatures total). If the corporation has a corporate resolution stating that one person is authorized to sign on behalf of all officers, attach corporate resolution immediately following the notary certificates. Corporate Seal may be affixed hereto.

BOND NO. _____

PREMIUM \$ _____

**FAITHFUL PERFORMANCE BOND
(100% of Total Contract Amount)**

PROJECT NO. 08-50182327

**MORENO VALLEY PUBLIC SAFETY BUILDING RENOVATION
Women's Locker Room & Training Center
22850 CALLE SAN JUAN DE LOS LAGOS, MORENO VALLEY, CA 92553-9045**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to AVI-CON Inc. dba CA Construction, as Principal hereinafter designated as "Contractor" and have entered into a Contract Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Contract Agreement, dated _____, 20__, and identified as **Project No. 08-50182327**, is hereby referred to and made a part hereof; and

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her 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 said Contract Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein 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. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

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

(SIGNATURE PAGE FOLLOWS)

**FAITHFUL PERFORMANCE BOND
PROJECT NO. 08-50182327**

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 20_____.

BIDDER

SURETY

Contractor Name: AVI-CON Inc. dba CA Construction

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20_____

City Attorney
City of Moreno Valley

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

BOND NO. _____

PREMIUM \$ _____

**LABOR AND MATERIALS PAYMENT BOND
(100% of Total Contract Amount)**

PROJECT NO. 08-50182327

**MORENO VALLEY PUBLIC SAFETY BUILDING RENOVATION
Women's Locker Room & Training Center
22850 CALLE SAN JUAN DE LOS LAGOS, MORENO VALLEY, CA 92553-9045**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded AVI-CON Inc. dba CA Construction, as Principal hereinafter designated as "Contractor" and have entered into a Contract Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Contract Agreement, dated _____, 20____, and identified as **Project No. 08-50182327**, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____ dollars, (\$_____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

(SIGNATURE PAGE FOLLOWS)

**LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 08-50182327**

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day
of _____ 20__.

BIDDER

SURETY

Contractor Name: AVI-CON Inc. dba CA Construction

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

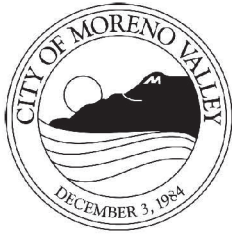
Approved as to Form this

_____ day of _____, 20__

City Attorney
City of Moreno Valley

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

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RH</i>
CITY MANAGER	<i>WBS</i>

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: December 8, 2009

TITLE: APPROVE PROPERTY CONVEYANCE AGREEMENT WITH MORENO VALLEY FESTIVAL, LTD. TO CONVEY A PORTION OF APN 481-020-024 TO THE CITY FOR LINE H FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE
PROJECT NO. 09-89791726

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "Property Conveyance Agreement" with Moreno Valley Festival, Ltd., for the right-of-way dedication along Ironwood Avenue necessary for the construction of storm drain Line H from Heacock Street to Indian Basin.
2. Authorize the City Manager to execute the "Property Conveyance Agreement" in the form attached hereto and authorize the City Manager to approve any changes, subject to the approval of the City Attorney.

BACKGROUND

On October 23, 2007, the Community Redevelopment Agency was authorized to issue Series A tax allocation bonds (the "Series A Bonds") in an amount not to exceed \$55 million to finance projects. One of the Series A projects authorized by the City Council is the Indian Detention Basin Storm Drain Improvement and Street Improvement Project. This bond funded project must be completed in an expeditious manner in order to meet stipulated expenditure targets within specific timeframes established by the IRS for tax-exempt financing. The Indian Detention Basin is situated on City owned land bounded by Ironwood Avenue, Davis Street and the Festival Shopping Center (see Attachment "A" – Location Map). The goal of the project is to provide the necessary infrastructure improvements to the Indian Detention Basin and

installation of inlet and outlet storm drain facilities and street improvements along the south side of Ironwood Avenue between Heacock Street and Nita Drive to protect the surrounding area and neighborhoods that are currently within a Federal Emergency Management Agency (FEMA) mapped flood plain area (see Attachment “B” – City GIS Flood Plain Map).

On July 8, 2008 the City Council approved an Agreement for Professional Consultant Services for the Indian Detention Basin, Drainage Improvements/Ironwood Avenue Improvements, with Lim And Nascimento Engineering Corporation (LAN), to provide planning and engineering services. On July 8, 2008, City Council also approved a separate Agreement for Professional Consultant Services for Ironwood Avenue Improvements from Heacock Street to Perris Boulevard for street improvements on Ironwood Avenue easterly of the area covered by the Indian Basin project. The respective scopes of work included storm drain alignment alternatives analysis for Lines H, H-1A, and H-5 consistent with the Sunnymead Area Drainage Plan (ADP).

On March 24, 2009, the City Council adopted a Mitigated Negative Declaration for both projects, including the preferred alignment of Lines H, H-1A, and H-5 (necessary storm drain facilities along Ironwood Avenue).

On September 8, 2009, the City Council approved the Fourth Amendment to Agreement for additional design, right-of-way and environmental services with LAN. The additional services included adjustment of storm drain and lateral alignments to avoid utility conflicts as requested by utility companies, and evaluating the proposed improvements using additive alternate scenarios in order to maximize available funding and minimize potential traffic disruption during construction.

DISCUSSION

Right-of-way for the street improvements and storm drain for Line H is needed across five separate parcels owned by two separate property owners. Both property owners have agreed to dedicate the required right-of-way at no cost to the City. One property owner, Sunnymead Mutual Water Company, who owns four of the affected parcels, has already dedicated the necessary right-of-way.

The other property owner, Moreno Valley Festival, Ltd., owns Assessor’s Parcel No. (APN) 481-020-024. A 15-foot wide right-of-way dedication along the north side of the property fronting Ironwood Avenue is needed to construct Line H and the widening of Ironwood Avenue. The project also requires a 5-foot by 5-foot public use dedication for a street light. The “Property Conveyance Agreement” (Attachment “D”) between the City and Moreno Valley Festival, Ltd. provides the terms for the conveyance of the property. The agreement also addresses the vacation of an existing City-owned storm drain easement that traverses the owner’s property in a diagonal manner that was originally intended to convey Line H flows. This easement width is inadequate to construct the required Line H storm drain. Once the proposed Line H is constructed in its proposed alignment along Ironwood Avenue and Davis Street, the majority of the previously-dedicated diagonal storm drain easement will no longer be needed.

Therefore, the owner has requested that unused portions of the existing storm drain easement be vacated upon completion of Line H. Approval of this agreement will complete the right-of-way acquisition phase of this project. Because the original easement was dedicated as part of the Parcel Map approval and accepted by City Council, staff is recommending that City Council authorize the vacation of this easement dedication.

Upon approval of the Mitigated Negative Declaration by the City Council on March 24, 2009, including the preferred alignment of Line H, staff proceeded to obtain the necessary right-of-way from the adjacent affected property owners and finalize the design. The design is 100% complete and the contractual bidding documents and permits are current. The preferred alignment for Line H is in an enclosed system, from the existing Heacock Street box culvert, along the south side of and parallel to Ironwood Avenue, to Davis Street, then turning south in Davis Street, outletting to the Indian Basin.

The preferred alignment removes the potential for flooding in the immediate area and completes the County's Master Drainage Plan for Line H. The Riverside County Flood Control and Water Conservation District (District) is in the final plan review stage for design approvals. This alignment will meet the necessary FEMA criteria for removal of the floodplain designation between Heacock Street and the Indian Basin. Because the proposed storm drain pipe will be within the right-of-way along Ironwood Avenue, there will be safe convenient access and low maintenance costs. The City already has prior rights over any utilities within the adjacent street. As a result, the utility companies have already prepared relocation designs and estimates, at no cost to the City, and the utility companies have been notified to relocate any facilities by the end of December 2009.

This alignment was selected based on its lower total capital and maintenance costs. All right-of-way has been obtained at no cost to the City. This selected alignment allows for safer long-term maintenance from the south side of the Ironwood Avenue public right-of-way instead of through a separate easement across privately owned property. Finally, the alignment, when combined with the street improvements on Ironwood Avenue from Heacock Street to Nita Drive, allows the storm drain and street improvements to be constructed at one time (see Attachment "C") realizing additional cost savings, minimizing disruption to the public and maximizing the safety of the work area by combining all work into one construction contract and zone. Upon completion of the construction, the District will accept maintenance for this storm drain system.

ALTERNATIVES

1. Approve the "Property Conveyance Agreement" with Moreno Valley Festival, Ltd., for the right-of-way dedication along Ironwood Avenue necessary for the construction of storm drain Line H from Heacock Street to Indian Basin, and authorize the City Manager to execute the "Property Conveyance Agreement" in the form attached hereto and authorize the City Manager to approve any changes, subject to the approval of the City Attorney. *This alternative allows the City to complete the project on schedule.*

2. Do not approve the “Property Conveyance Agreement” with Moreno Valley Festival, Ltd., for the right-of-way dedication along Ironwood Avenue necessary for the construction of storm drain Line H from Heacock Street to Indian Basin, and do not authorize the City Manager to execute the “Property Conveyance Agreement” in the form attached hereto and authorize the City Manager to approve any changes, subject to the approval of the City Attorney. *This alternative will result in delaying the construction of the Ironwood Avenue Storm Drain Sunnymead ADP Line H.*

FISCAL IMPACT

There is no cost to the City associated with the approval of the “Property Conveyance Agreement.” However, it is important to recognize that there are significant benefits and cost savings by building the preferred Line H alignment, which will require approval of the “Property Conveyance Agreement.” The Indian Basin Project is being funded with 2007 RDA Tax Allocation Bonds (Account No. 897.91726). The project is also partially funded with 2005 Lease Revenue Bonds (Account No. 501.82625). There is no impact to the General Fund.

AVAILABLE BUDGETED FUNDS:

Fiscal Year 2009/2010 (Account No. 897.91726).....	\$2,795,000
Fiscal Year 2009/2010 (Account No. 501.82625).....	<u>\$1,046,000</u>
Total Available Funds	<u>\$3,841,000</u>

ESTIMATED PROJECT COSTS:

Total Estimated Fiscal Year 2009/2010 Design Phase Costs	\$64,000
Total Estimated Construction Phase Costs (Line H and Ironwood Avenue Widening)	<u>\$2,800,000</u>
Total Estimated Project Costs	<u>\$2,864,000</u>

ANTICIPATED SCHEDULE:

Complete Design and Permitting.....	December 2009
Advertise	January 2010
Start Construction.....	March 2010
Finish Construction.....	October 2010

It is critical to conform to the above listed schedule to avoid the rainy season window due to the nature of these flood control improvements, otherwise, the project may be deferred by approximately 5-6 months.

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.

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.

SUMMARY

The "Property Conveyance Agreement" between the City and Moreno Valley Festival, Ltd. will convey a portion of the property (APN 481-020-024) needed for construction of Line H. Approval of this agreement will complete the right-of-way acquisition phase of this project. Due to the accelerated schedule, staff requests the City Manager have the authority to make changes to the agreement, subject to the approval of the City Attorney. Because the proposed storm drain alignment ultimately eliminates the need for an existing diagonal storm drain easement, the owner requested that the City commit to vacating the existing easement by means of a written agreement.

ATTACHMENTS

Attachment "A" – Location Map

Attachment "B" – City GIS Flood Plain Map

Attachment "C" – Cross Sections of Combined Work Zone Improvements

Attachment "D" – "Property Conveyance Agreement"

Prepared By:
 Margery A. Lazarus
 Senior Engineer, P.E.

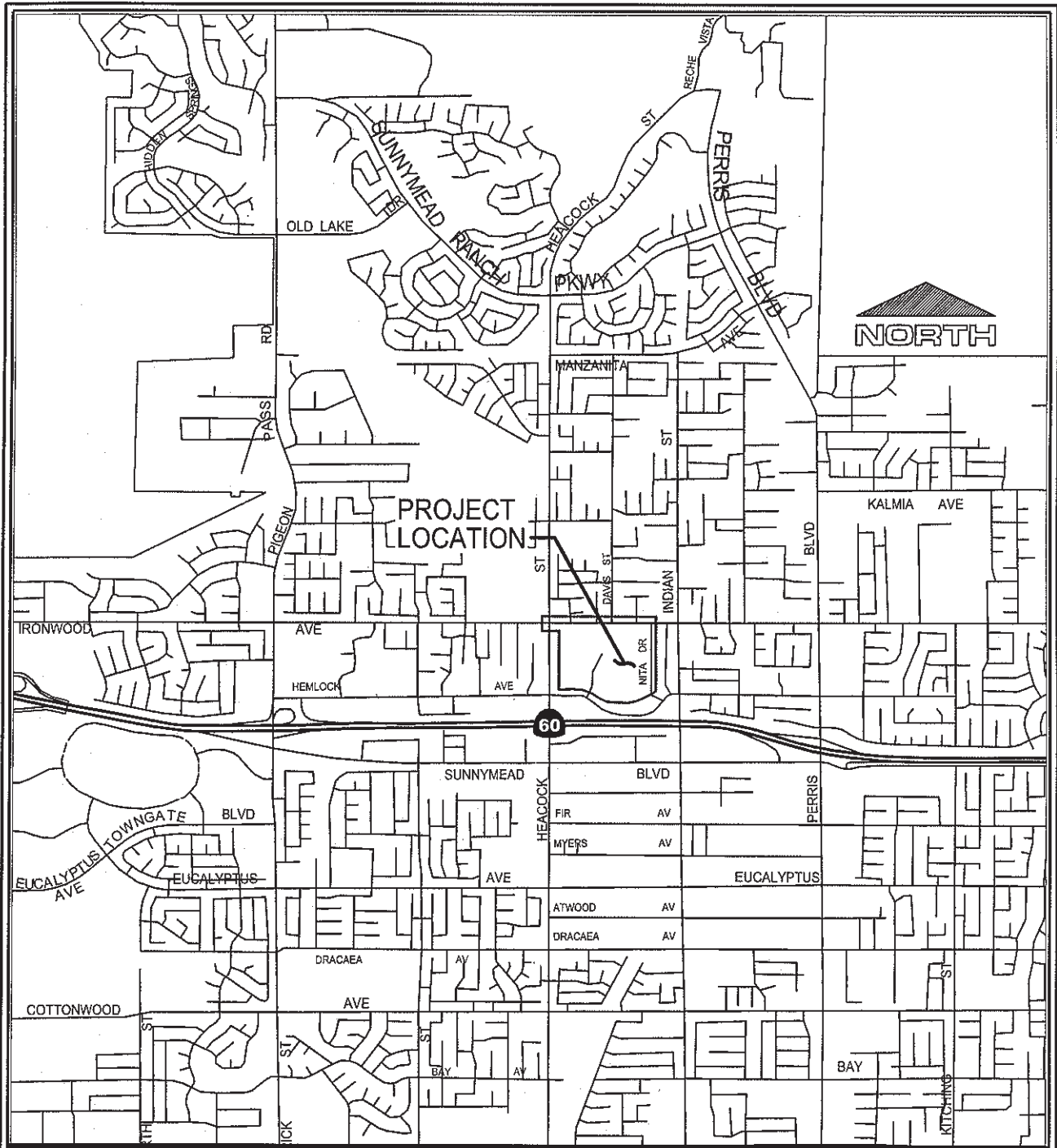
Department Head Approval:
 Barry Foster
 Economic Development Director

Concurred By:
 Prem Kumar, P.E.
 Deputy Public Works Director/Assistant City Engineer

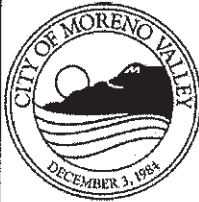
Department Head Approval:
 Chris A. Vogt, P.E.
 Public Works Director/City Engineer

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

W:\CapProj\CapProj\PROJECTS\Marge - 89791726 - Indian Basin\CC Reports\120809 Property Conveyance Agreement with Festival 2.doc



LOCATION MAP



Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

INDIAN DETENTION BASIN
DRAINAGE IMPROVEMENTS AND
IRONWOOD AVE FROM HEACOCK STREET TO NITA DRIVE
(SOUTH SIDE)
PROJECT NUMBER 09-89791726

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CITY GIS FLOOD PLAIN MAP



Map Produced by Moreno Valley
Geographic Information System

Geographic Information in:
State Plane NAD 83 California Zone 6 Feet
G:\ArcMap\Capital Projects\Festival\Flood.mxd
November 18, 2009

The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map.

Flood Zone

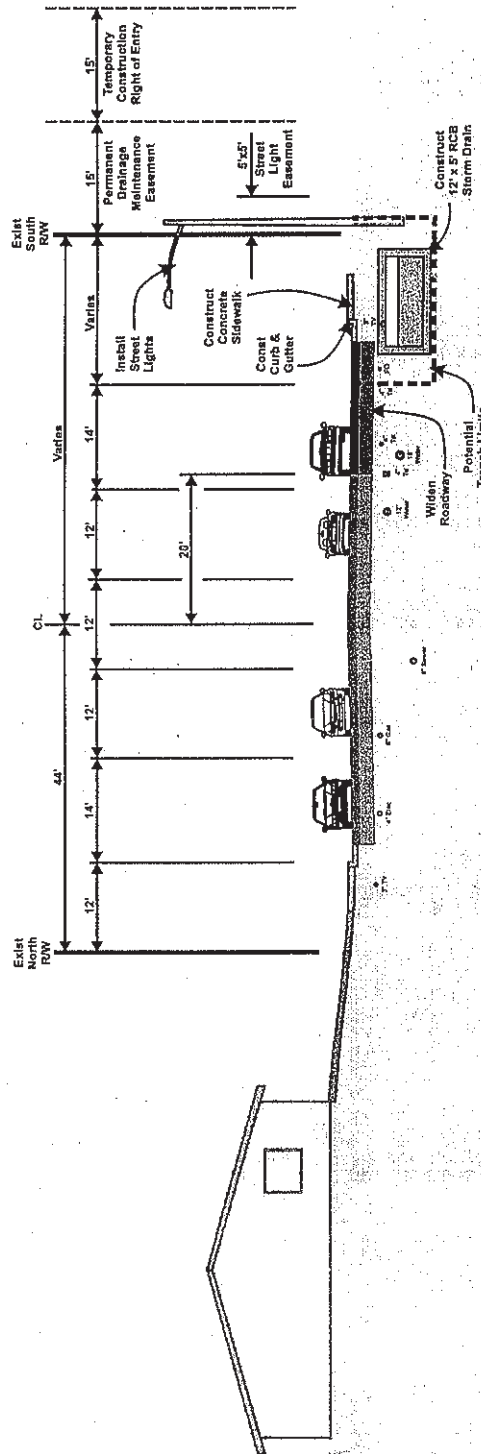


Attachment "B"



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Cross Section of Combined Work Zone Improvements for Alternative 1



Proposed Improvements

IRONWOOD AVENUE
Storm Drain Line H. Sta 23+00

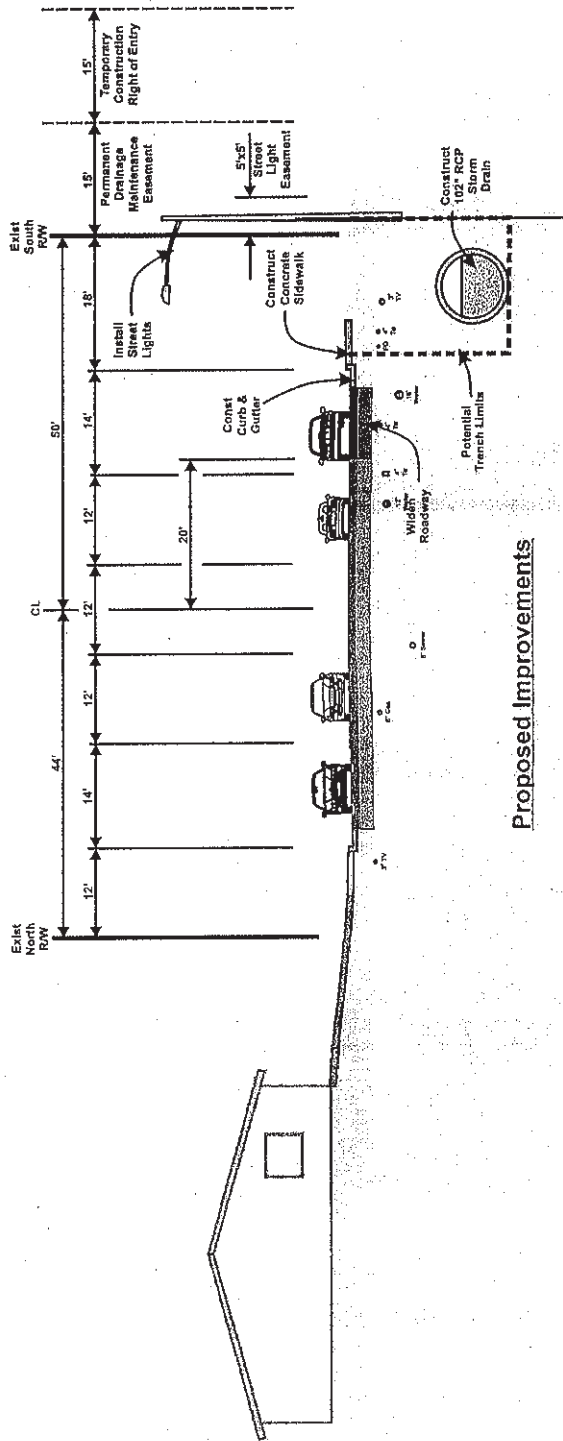
City of Moreno Valley
Public Works Department

**Ironwood Avenue
Street and Storm Drain
Improvement Project**
Heacock Street to Nita Drive
Cross-Sections & Utilities



Attachment "C"

C 1



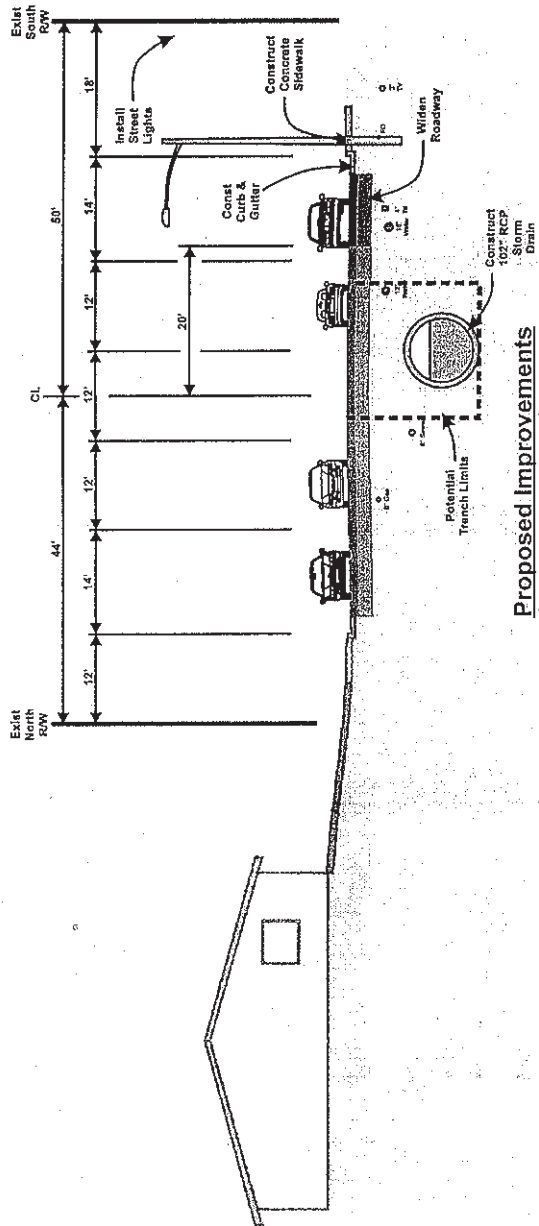
Proposed Improvements

IRONWOOD AVENUE
Storm Drain Line H. Sta 17+00

City of Moreno Valley
Public Works Department

**Ironwood Avenue
Street and Storm Drain
Improvement Project**
Heacock Street to Nita Drive
Cross-Sections & Utilities

JAN
Lim & Nascimben
Engineering Corp.



Proposed Improvements

IRONWOOD AVENUE
Storm Drain Line H-1A, Sta 17+00

City of Moreno Valley
Public Works Department

**Ironwood Avenue
Street and Storm Drain
Improvement Project**
Heacock Street to Nita Drive
Cross-Sections & Utilities



Lim & Nascimbeno
Engineering Corp.

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Parcel Reference: Moreno Valley Festival, Ltd.
APN: 481-020-024

PROPERTY CONVEYANCE AGREEMENT

THIS AGREEMENT is entered into by and between MORENO VALLEY FESTIVAL, LTD., a California partnership ("Owner") and CITY OF MORENO VALLEY, a municipal corporation ("City").

RECITALS

A. Owner owns certain real property located west of Davis Street and south of Ironwood Avenue, in the City of Moreno Valley, State of California bearing Assessor Parcel No. 481-020-024 (the "Owner's Property").

B. City desires to construct the Ironwood Avenue Storm Drain Sunnymead ADP Line H, from Heacock Street to Indian Basin. The Owner desires to dedicate and convey a portion of the Property as described in Exhibit "A" Legal Description, attached hereto (the "Property").

C. The parties desire by this Agreement to provide the terms and conditions for the dedication of the Property.

AGREEMENT

The parties therefore agree as follows:

1. DEDICATION.

Owner agrees to dedicate and convey the Property to the City, free and clear of all liens, encumbrances, assessments, easements and leases (recorded and/or unrecorded), and taxes. Owner has been informed of the right to compensation for the Property being dedicated and waives such right to monetary compensation.

2. VACATION OF STORM DRAIN EASEMENT.

City currently owns a Storm Drain Easement in a portion of Owner's Property pursuant to the "Storm Drain Easement Per Parcel Map No. 23656, P.M.B. 163/16-21" (the "Existing Storm Drain Easement"), a copy of the commitment letter is attached as Exhibit "B" Commitment Letter, with Exhibits. The City's project to complete the construction of the Ironwood Avenue Storm Drain Sunnymead ADP Line H, from Heacock Street to Indian Basin, is intended to convey the offsite flows in a new alignment along Ironwood Avenue to Davis Street, then to the Indian Basin, thereby removing the need for the Existing Storm Drain Easement. City shall vacate the unused portions of the easement no later than ninety (90) days after the last of the following two actions are completed:

- i) "Ironwood Avenue Storm Drain Sunnymead ADP Line H," from Heacock Street to the Indian Basin is installed; and
- ii) The Moreno Valley City Council accepts Line H as complete.

Attachment "D"

3. NOTICES.

Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Owner:	Moreno Valley Festival, Ltd. c/o James Pickett Law Offices of James Pickett 26875 Pauba Road Temecula, CA 92592
City:	City of Moreno Valley 14177 Frederick Street P. O. Box 88005 Moreno Valley, CA 92552-0805 Attn: Margery Lazarus Senior Engineer, P.E.

Any party hereto may, from time to time, by written notice to the other parties, designate a different address, which shall be substituted for the one specified above. Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other documents in the United States mail.

4. Time of Essence.

Time is of the essence with respect to each and every provision hereof.

5. Assignment.

Neither this Agreement, nor any interest herein, shall be assignable by any party without prior written consent of the other party.

6. Governing Law.

All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

7. Inurement.

This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

8. Entire Agreement.

This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings,

oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

9. Additional Documents.

The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

10. Counterparts.

This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

DATED: _____

OWNER:

MORENO VALLEY FESTIVAL, LTD.,
a California limited partnership

By: _____
Its: _____

By: _____
Its: _____

DATED: _____

CITY:

CITY OF MORENO VALLEY

By: _____

Its: City Manager

APPROVED AS TO FORM:

City Attorney

W:\CapProj\CapProj\PROJECTS\Marge - 89791726 - Indian Basin\Design Phase\Real Property\Correspondence & E-mail - YEAR\Festival\Dedication Agreement (rev3).doc

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "A"
LEGAL DESCRIPTION
CITY OF MORENO VALLEY
OFFER OF DEDICATION

THAT CERTAIN PARCEL OF LAND BEING A PORTION OF PARCEL 14 AS SHOWN ON PARCEL MAP NO. 23656, FILED IN BOOK 163 OF PARCEL MAPS, PAGES 16 THROUGH 21, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A" (RIGHT-OF-WAY DEDICATION):

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 14, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF IRONWOOD AVENUE (50 FOOT HALF WITH AS SHOWN ON SAID PARCEL MAP NO. 23656);

THENCE NORTH 89°50'30" EAST ALONG THE NORTH LINE OF SAID PARCEL 14 (AND SAID SOUTHERLY RIGHT-OF-WAY OF IRONWOOD AVENUE), A DISTANCE OF 547.85 FEET;

THENCE SOUTH 54°50'50" EAST, A DISTANCE OF 25.95 FEET TO A POINT OF INTERSECTION WITH A LINE PARALLEL WITH AND 65.00 FEET SOUTHERLY, MEASURED AT A RIGHT ANGLE, FROM THE CENTERLINE OF IRONWOOD AVENUE;

THENCE SOUTH 89°50'30" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 569.05 FEET TO THE WEST LINE OF SAID PARCEL 14;

THENCE NORTH 00°02'45" WEST ALONG SAID WEST LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 8,377 SQUARE FEET (0.1923 ACRES), MORE OR LESS.

PARCEL "B" (PUBLIC USE DEDICATION):

COMMENCING AT SAID NORTHWEST CORNER OF PARCEL 14;

THENCE NORTH 89°50'30" EAST ALONG THE NORTH LINE OF SAID PARCEL 14 (AND SAID SOUTHERLY RIGHT-OF-WAY OF IRONWOOD AVENUE), A DISTANCE 24.41 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY LINE (AND SAID SOUTHERLY RIGHT-OF-WAY OF IRONWOOD AVENUE) NORTH 89°50'30" EAST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 00°09'30" EAST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 89°50'30" WEST, A DISTANCE OF 5.00 FEET;


APRIL 24, 2009
PAGE 1 OF 2

THENCE NORTH 00°09'30" WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 25 SQUARE FEET (0.0006 ACRES), MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART THEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.


RICHARD C. MAHER, P.L.S. 7564
LICENSE EXPIRES 12-31-2009

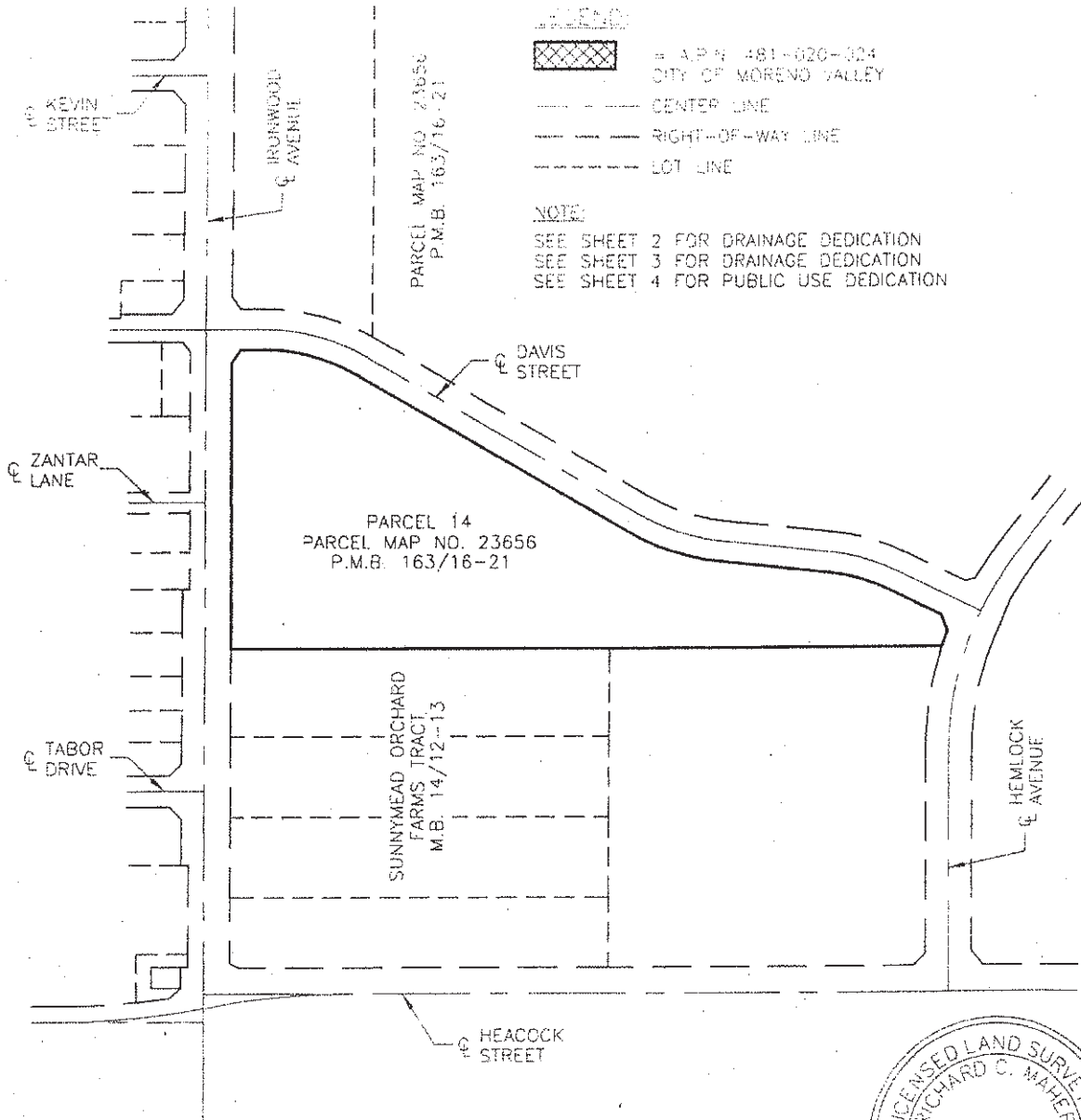
04/22/09
DATE



APRIL 24, 2009
PAGE 2 OF 2

EXHIBIT "B"

CITY OF MORENO VALLEY RIGHT-OF-WAY & DRAINAGE DEDICATION INDEX SHEET



KDM Meridian
22541 Aspan St., Ste C
Lake Forest, CA 92630
Phone: 949-768-0731
Fax: 949-768-3731

Richard C. Maher 4/22/09
RICHARD C. MAHER, PLS 7564 (CA)
MY LICENSE EXPIRES ON 12/31/09

EXHIBIT "B"

CITY OF MORENO VALLEY DRAINAGE DEDICATION

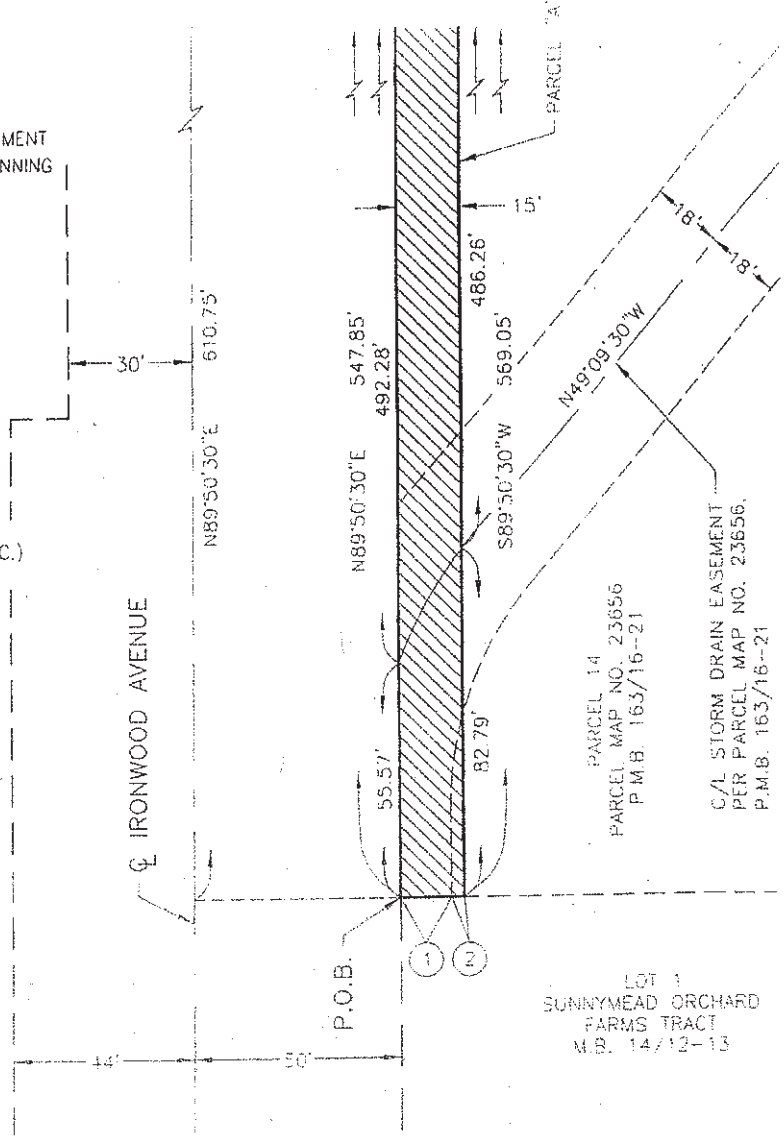


$N00^{\circ}06'30''E$ $N00^{\circ}09'30''E$
 ☉ DAVIS STREET

- LEGEND:**
- LIMITS OF DEDICATION
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - T.P.O.B. = TRUE POINT OF BEGINNING
 - CENTER LINE
 - - - RIGHT-OF-WAY LINE
 - - - LOT LINE

LINE DATA TABLE		
NO.	BEARING	DISTANCE
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2	$N00^{\circ}02'45''W$	3.00'

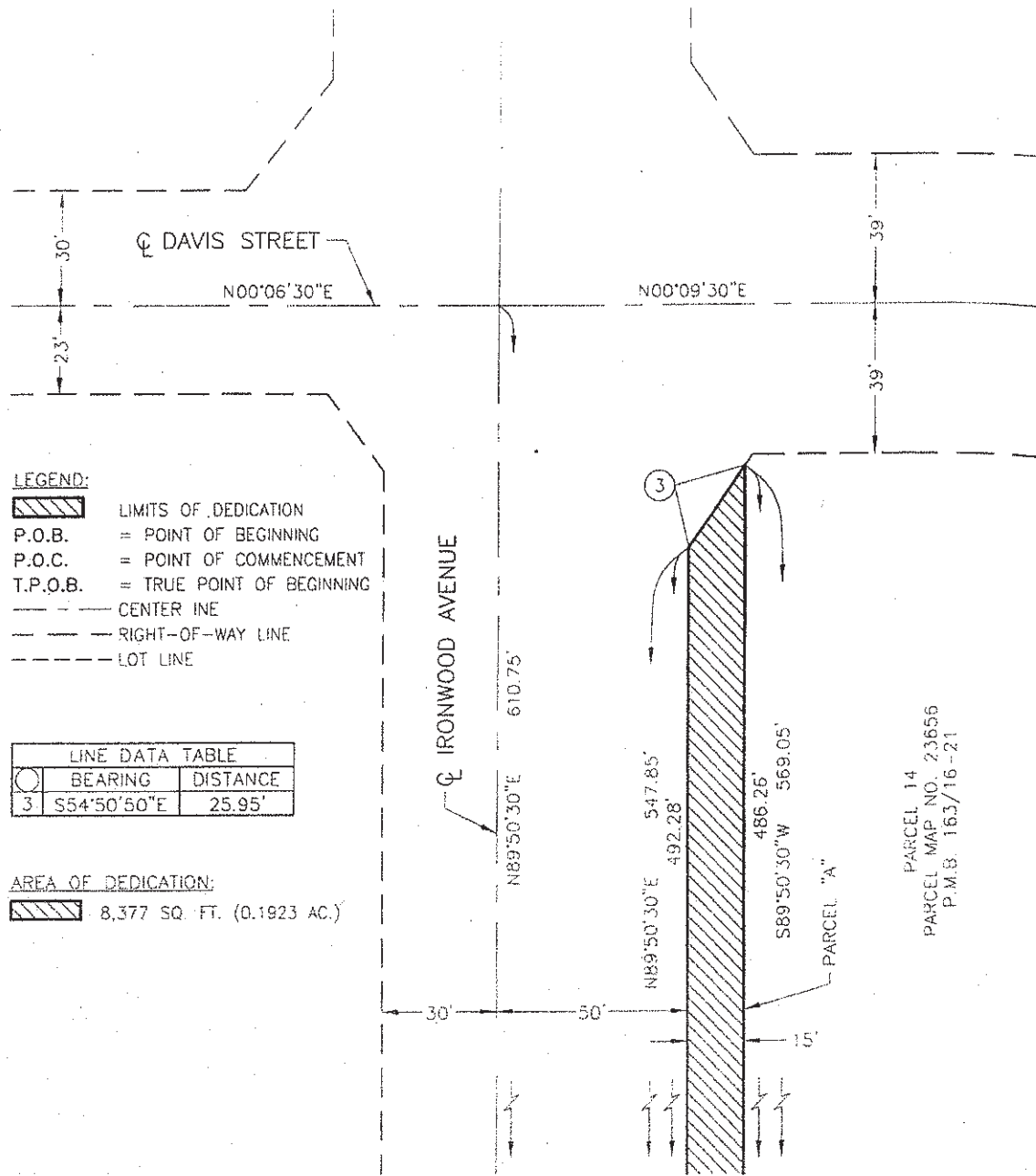
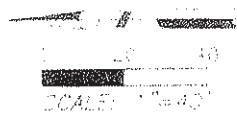
AREA OF DEDICATION:
 8,377 SQ. FT. (0.1923 AC.)



KDM Meridian
 22541 Aspan St., Ste C
 Lake Forest, CA 92630
 Phone: 949-768-0731
 Fax: 949-768-3731

EXHIBIT "B"

CITY OF MORENO VALLEY DRAINAGE DEDICATION



LEGEND:

- LIMITS OF DEDICATION
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- T.P.O.B. = TRUE POINT OF BEGINNING
- CENTER LINE
- RIGHT-OF-WAY LINE
- LOT LINE

LINE DATA TABLE		
NO.	BEARING	DISTANCE
3	S54°50'50"E	25.95'

AREA OF DEDICATION:

8,377 SQ. FT. (0.1923 AC.)

PARCEL 14
PARCEL MAP NO. 23656
P.M.B. 163/16-21



KDM Meridian

22541 Aspen St., Ste C
Lake Forest, CA 92630
Phone: 949-768-0731
Fax: 949-768-3731

A.P.N. 481-020-024

EXHIBIT B

CITY OF MORENO VALLEY PUBLIC USE DEDICATION



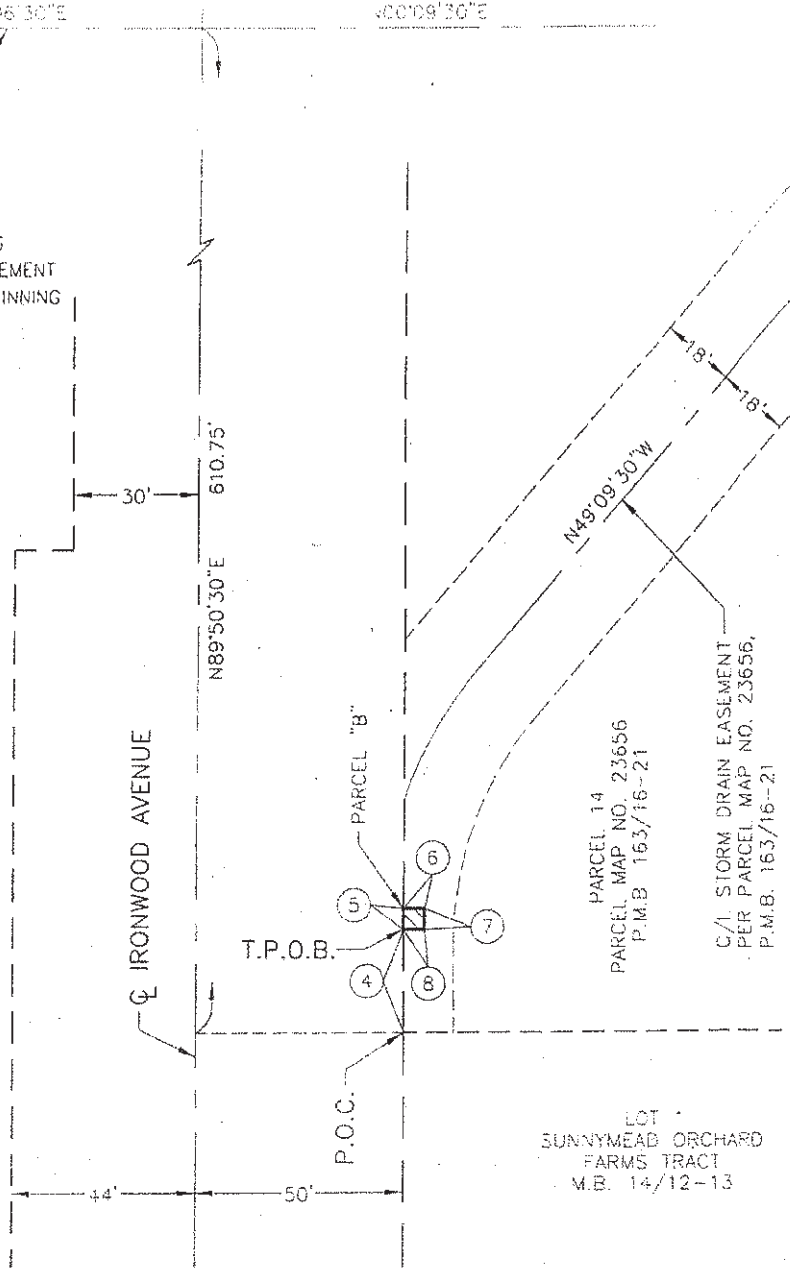
LEGEND:

- LIMITS OF DEDICATION
- = POINT OF BEGINNING
- = POINT OF COMMENCEMENT
- = TRUE POINT OF BEGINNING
- CENTER LINE
- RIGHT-OF-WAY LINE
- LOT LINE

LINE DATA TABLE		
NO.	BEARING	DISTANCE
4	N89°50'30\"E	24.41'
5	N89°50'30\"E	5.00'
6	S00°09'30\"E	5.00'
7	S89°50'30\"W	5.00'
8	N00°09'30\"W	5.00'

AREA OF DEDICATION:

25' SQ. FT. (0.0006 AC.)



KDM Meridian

22541 Aspan St., Ste C
Lake Forest, CA 92630
Phone: 949-768-0731
Fax: 949-768-3731

A.P.N. 461-020-024

EXHIBIT "B"

COMMITMENT LETTER WITH EXHIBITS



July 30, 2009

Law Offices of James Pickett
Attention: James Pickett
26875 Pauba Road
Temecula, CA 92592

RE: Moreno Valley Festival, Ltd / APN 481-020-024
Ironwood Avenue Street and Drainage Improvement Project No. 09-89791726
Letter of Intent to Vacate Easement

Dear Mr. Pickett:

Per your email request of June 5, 2009 (Attachment 1), this letter is provided as assurance of the City's intent to vacate an existing Storm Drain Easement (Attachment 2) on behalf of Moreno Valley Ltd in connection with the above project and the City's May 6, 2009 Offer (Attachment 3).

The easement in question is highlighted on Attachment 2. It is also referenced on Attachment 3, Sheets 2 of 4 and 4 of 4 of "Exhibit B" to the Easement Deed as "Storm Drain Easement Per Parcel Map No. 23656, P.M.B. 163/16-21." For reference, a full copy of Parcel Map No. 23656 is included as Attachment 4.

The City's project to complete the proposed construction of the Ironwood Avenue Storm Drain Sunnymead ADP Line H, from Heacock Street to the Indian Basin, is intended to convey the offsite flows in a new alignment along Ironwood Avenue to Davis Street, then to the Indian Basin, thereby removing the need for the "Storm Drain Easement Per Parcel Map No. 23656, P.M.B. 163/16-21." The vacation of easement performed by the City shall take place no later than 90 days after the last of the following two actions are completed:

1. "Ironwood Avenue Storm Drain Sunnymead ADP Line H," from Heacock Street to the Indian Basin, is installed as proposed, as referenced in the City's May 6, 2009 Offer.
2. The Moreno Valley City Council accepts Line H as complete.

Should you have any questions or concerns, please feel free to contact me directly at 951.413.3133. Thank you for your cooperation and support of this important project. It is greatly appreciated.

Sincerely,

Margery Lazarus
Senior Engineer, P.E.

Enclosures: Attachment 1 - June 5, 2009 Email Request
Attachment 2 - PM 23656 Sheet 3 of 6 Indicating Easement to be Vacated
Attachment 3 - City's May 6, 2009 Offer
Attachment 4 - Parcel Map No. 23656

Margery Lazarus

From: James Pickett [jmspickett@gmail.com]
Sent: Friday, June 05, 2009 3:59 PM
To: kreed@opcservices.com; Margery Lazarus
Cc: pskodash@aol.com; SUSAN NAITO
Subject: Moreno Valley Festival

I've reviewed the documentation requested in connection with granting of an easement and temporary right of way for storm drain improvements along Ironwood Avenue and have the following minor comments:

A. Temporary Right of Way

1. Third line, second paragraph - insert "the undersigned or" before the word "others", so that reads "damage to property of the undersigned or others"
2. Third line, second paragraph - change "of" to "or" so that reads "acts or omissions"

B. Easement Deed

1. Second line, delete "liability" before word "partnership" so that reads "a California limited partnership"

If you could send the documents as a Word file, we can make the changes and attend to execution. As discussed with City officials, MVF is pleased to cooperate in delivering the requested dedication/easement, provided the City confirms in writing its undertaking to accomplish (following recordation of the easement now being granted) an abandonment or vacation of the existing storm drain easement which traverses Parcel 14 diagonally and is shown and denoted on Sheets 2 & 4 of Exhibit B to the Easement Deed as "Storm Drain Easement Per Parcel Map No. 23656, P.M.B. 163/16-21". Please obtain such written confirmation from the appropriate authorized representatives of the City and forward to me and to Mr. Peter Schultz at pskodash@aol.com.

Please give me a call with any questions or comments. Thanks.

--
Law Offices of James R. Pickett
36875 Pauba Road
Temecula, CA 92592
951-302-1176
951-302-7205 fax
951-326-0280 cell
jmspickett@gmail.com

Attachment 1

8/3/2009

PARCEL MAP NO. 23656

SHOWING DIVISION OF LOTS 2 AND 7, PORTIONS OF LOTS 1, 4, 5, 6, 8, 9, 10, 11, AND PORTIONS OF LOTS 12-14 IN BLOCK 2 AND PORTIONS OF HEMLOCK AVENUE AND IRONWOOD AVENUE OF SUNNYMEAD ORCHARD TRACT FOR MAP BOOK 9/17 AND LOTS 28 AND 29 OF SUNNYMEAD TERRACE TRACT NO. 1 FOR MAP BOOK 24/18 BOTH DIV. 23, 1ST DISTRICT, SECTION 2, T. 121. N. 32. W., S. 24. E.

ALBERT J. WING ASSOCIATED CIVIL ENGINEERS

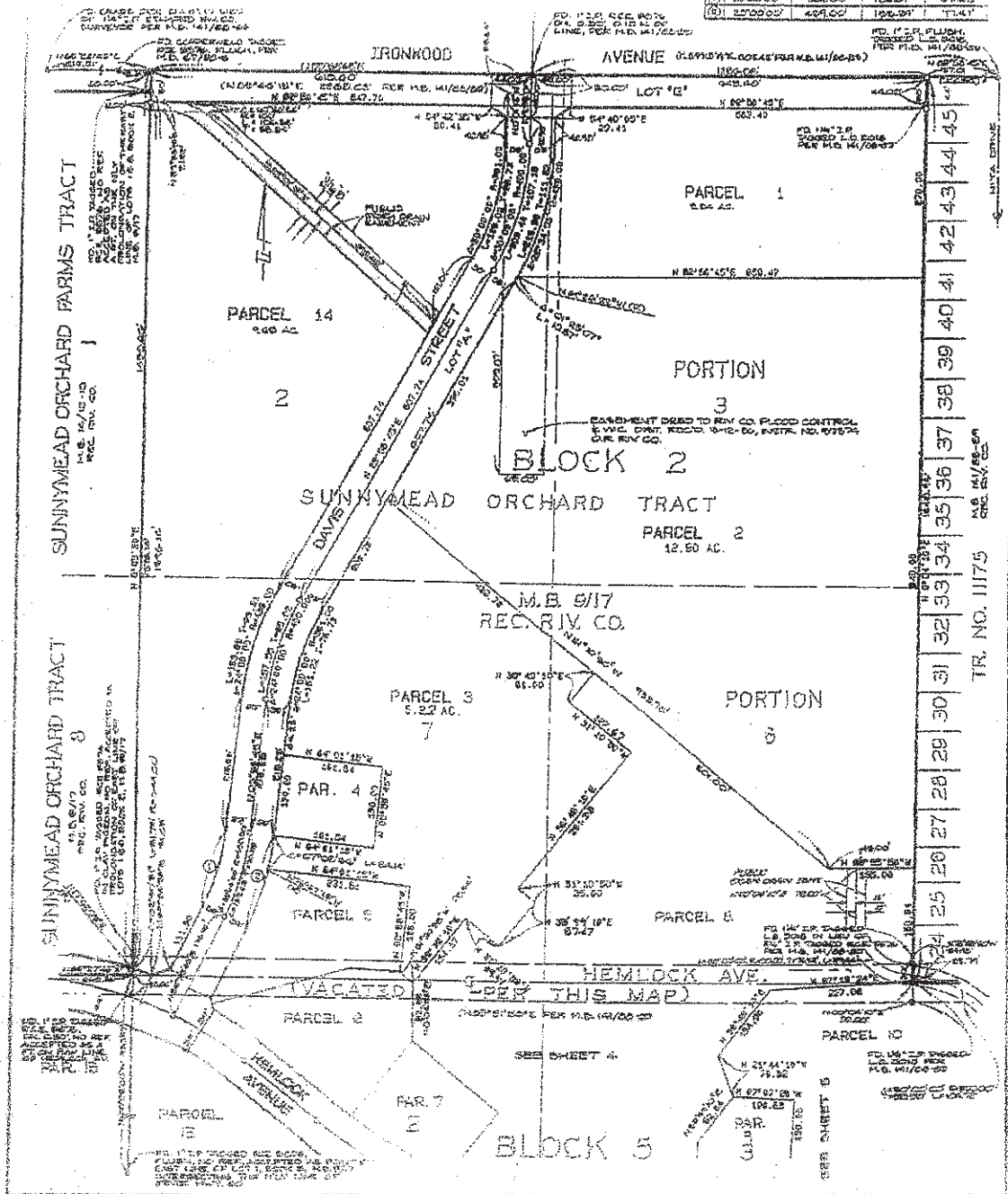
NOVEMBER, 1980

SCALE 1" = 100'

REVISIONS NOTES
SEE SHEET NO. 1



CURVE DATA			
NO.	Δ	R	L
(1)	102°00'00"	104.00'	104.00'
(2)	120°00'00"	104.00'	104.00'



Attachment 2

TEL: 951.413.3130
FAX: 951.413.3170
WWW.MORENO-VALLEY.CA.US



CITY OF MORENO VALLEY
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

May 6, 2009

Moreno Valley Festival, Ltd.
c/o Kodash, Inc.
3625 Del Amo Blvd., Suite 130
Torrance, CA 90503

RE: Offer of Storm Drain Easement for Ironwood Avenue Street and Drainage
Improvement Project
Project No. 09-89791726
APN 481-020-024

Dear Property Owners:

The City of Moreno Valley is proposing to construct Storm Drain Line H improvements along Ironwood Avenue from the Davis Street/Ironwood Avenue intersection to Heacock Street and to construct street widening improvements along the south side of Ironwood Avenue from Heacock Street to Nita Drive in the City of Moreno Valley. The City is actively pursuing several avenues to obtain the necessary funds for the storm drain and street improvements, including Transportation Uniform Mitigation Fees (TUMF), RDA Bonds and Development Impact Fees. The City anticipates funding and construction will occur within this year.

Our records indicate that you are the owner of the property located west of Davis Street and south of Ironwood Avenue. In order to construct the proposed street and drainage improvements, the City requires a conveyance of an easement for storm drain purposes over a portion of your property. In addition, a small 5'x5' public utility easement will be required for the installation of a street light. Upon securing adequate funds, these new improvements can be constructed at no cost to you.

Enclosed are the City's right of way plans noting your property and highlighting the storm drain and public utility easements that are needed from you to construct the project. Also enclosed is an Easement Deed and Right of Entry for your signature. You may have the Easement Deed notarized at City Hall at no cost to you.

Attachment 3

PUBLIC WORKS DEPARTMENT

Your cooperation in providing the Offer of Storm Drain Dedication is critical to the success in making this storm drain and street improvement project a reality. If you would like to discuss the project in more detail or if you have any questions, please feel free to contact Ms. Kim Reed, at Overland, Pacific & Cutler, Inc., the City's acquisition consultants for this project, at (951) 683-2353.

Sincerely,



Margery Lazarus
Senior Engineer, P.E.

Enclosure: Right of Way Plan
 Easement Deed
 Temporary Right of Entry

TEMPORARY RIGHT-OF-ENTRY

Recording Requested by and
Original Mailed to:

Mr. Chris A. Vogt, P.E.
Director of Public Works/City Engineer
Department of Public Works
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

ATTN: Micheal Green, SR/WA
Consultant Senior Real Property Agent
Capital Projects Division

We, Moreno Valley Festival, Ltd., a California limited partnership, as the owner of Assessor's Parcel Numbers 481-020-019 and 481-020-024, have examined the construction plans for **PROJECT NO. 09-89791726**, and hereby consent to permit the City of Moreno Valley, a municipal corporation in the State of California, its officers, agents and employees and persons under contract with said City and their employees, the privilege and right to enter upon or across the above described parcel for purpose of constructing planned improvements as shown on the construction plans.

The City shall save harmless and indemnify the undersigned against any and all claims, demands, suits, judgments, expenses and costs, on account of injury to, or death of, persons, or loss of, or damage to property of others incurred during or proximately caused by acts of omissions of City or City's contractor connected with the construction or the maintenance of any improvements located on the above referenced property during the period of this temporary right-of-entry.

Upon completion of construction the site shall be left in a reasonably neat and graded manner.

This Temporary Right-of-entry will expire on the completion of the above described project or not later than June 30, 2010.

MORENO VALLEY FESTIVAL, LTD.,
a California limited partnership

Name:
Title:

Date: _____

Name:
Title:

Date: _____

Recording requested by and when recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee
Govt. Code Sec. 6103
City of Moreno Valley

A.P.N. 481-020-024

(Space above this line for Recorder's use)
DOCUMENTARY TRANSFER TAX IS NONE.
Public Agency exempt.
Revenue and Taxation Code Section 11922

EASEMENT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, Moreno Valley Festival, Ltd., a California limited liability partnership, GRANTORS, hereby grant and convey to the CITY OF MORENO VALLEY, a municipal corporation ("City"), an easement for storm drain and drainage purposes, over, under, upon, across, and within the real property in the City of Moreno Valley, County of Riverside, State of California, described as Parcel "A" on the attached Exhibit "A", and as illustrated on the plat hereto and marked exhibit "B". Grantors further hereby grant and convey to the City an easement for public utility purposes over, under, across, and within the subject property described as Parcel "B". IN WITNESS WHEREOF, this instrument has been executed this ____ day of _____, 2009.

STATE OF CALIFORNIA
County of _____
On _____ before me,
_____ the Undersigned.
A Notary Public in and for said State, personally appeared _____

who proved to me on the basis of satisfactory evidence, to be the person(s) whose name(s) is/are subscribed to the within instrument and 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 entity upon behalf which the person(s) acted, executed the instrument.

I certify under the 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 _____

MORENO VALLEY FESTIVAL, LTD.,
a California limited partnership

By: _____

Title: _____

By: _____

Title: _____

Acceptance Certificate

This is to certify that the interest in real property APN 481-020-024, Easement Deed conveyed by the deed or grant dated _____ from Moreno Valley Festival, LTD. to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted by the undersigned City Engineer on behalf of the City of Moreno Valley pursuant to authority conferred by Resolution No. 94-5 of the City Council of the City of Moreno Valley adopted on January 25, 1994, and the grantee consents to recordation thereof by the City Clerk.

Date: _____

Chris A. Vogt, P.E.
Public Works Director/City Engineer
City of Moreno Valley

State of California
County of _____ }

On _____ before me, _____

a Notary Public, personally appeared _____

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and 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 _____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT "A"
LEGAL DESCRIPTION
CITY OF MORENO VALLEY
OFFER OF DEDICATION

THAT CERTAIN PARCEL OF LAND BEING A PORTION OF PARCEL 14 AS SHOWN ON PARCEL MAP NO. 23656, FILED IN BOOK 163 OF PARCEL MAPS, PAGES 16 THROUGH 21, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL "A" (RIGHT-OF-WAY DEDICATION):

BEGINNING AT THE NORTHWEST CORNER OF SAID PARCEL 14, SAID POINT BEING ON THE SOUTHERLY RIGHT-OF-WAY OF IRONWOOD AVENUE (50 FOOT HALF WITH AS SHOWN ON SAID PARCEL MAP NO. 23656);

THENCE NORTH 89°50'30" EAST ALONG THE NORTH LINE OF SAID PARCEL 14 (AND SAID SOUTHERLY RIGHT-OF-WAY OF IRONWOOD AVENUE), A DISTANCE OF 547.85 FEET;

THENCE SOUTH 54°50'50" EAST, A DISTANCE OF 25.95 FEET TO A POINT OF INTERSECTION WITH A LINE PARALLEL WITH AND 65.00 FEET SOUTHERLY, MEASURED AT A RIGHT ANGLE, FROM THE CENTERLINE OF IRONWOOD AVENUE;

THENCE SOUTH 89°50'30" WEST ALONG SAID PARALLEL LINE, A DISTANCE OF 569.05 FEET TO THE WEST LINE OF SAID PARCEL 14;

THENCE NORTH 00°02'45" WEST ALONG SAID WEST LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 8,377 SQUARE FEET (0.1923 ACRES), MORE OR LESS.

PARCEL "B" (PUBLIC USE DEDICATION):

COMMENCING AT SAID NORTHWEST CORNER OF PARCEL 14;

THENCE NORTH 89°50'30" EAST ALONG THE NORTH LINE OF SAID PARCEL 14 (AND SAID SOUTHERLY RIGHT-OF-WAY OF IRONWOOD AVENUE), A DISTANCE 24.41 FEET TO THE TRUE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID NORTHERLY LINE (AND SAID SOUTHERLY RIGHT-OF-WAY OF IRONWOOD AVENUE) NORTH 89°50'30" EAST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 00°09'30" EAST, A DISTANCE OF 5.00 FEET;

THENCE SOUTH 89°50'30" WEST, A DISTANCE OF 5.00 FEET;


APRIL 24, 2009
PAGE 1 OF 2

THENCE NORTH 00°09'30" WEST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

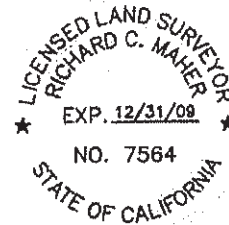
THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 25 SQUARE FEET (0.0006 ACRES), MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART THEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.


RICHARD C. MAHER, P.L.S. 7564
LICENSE EXPIRES 12-31-2009

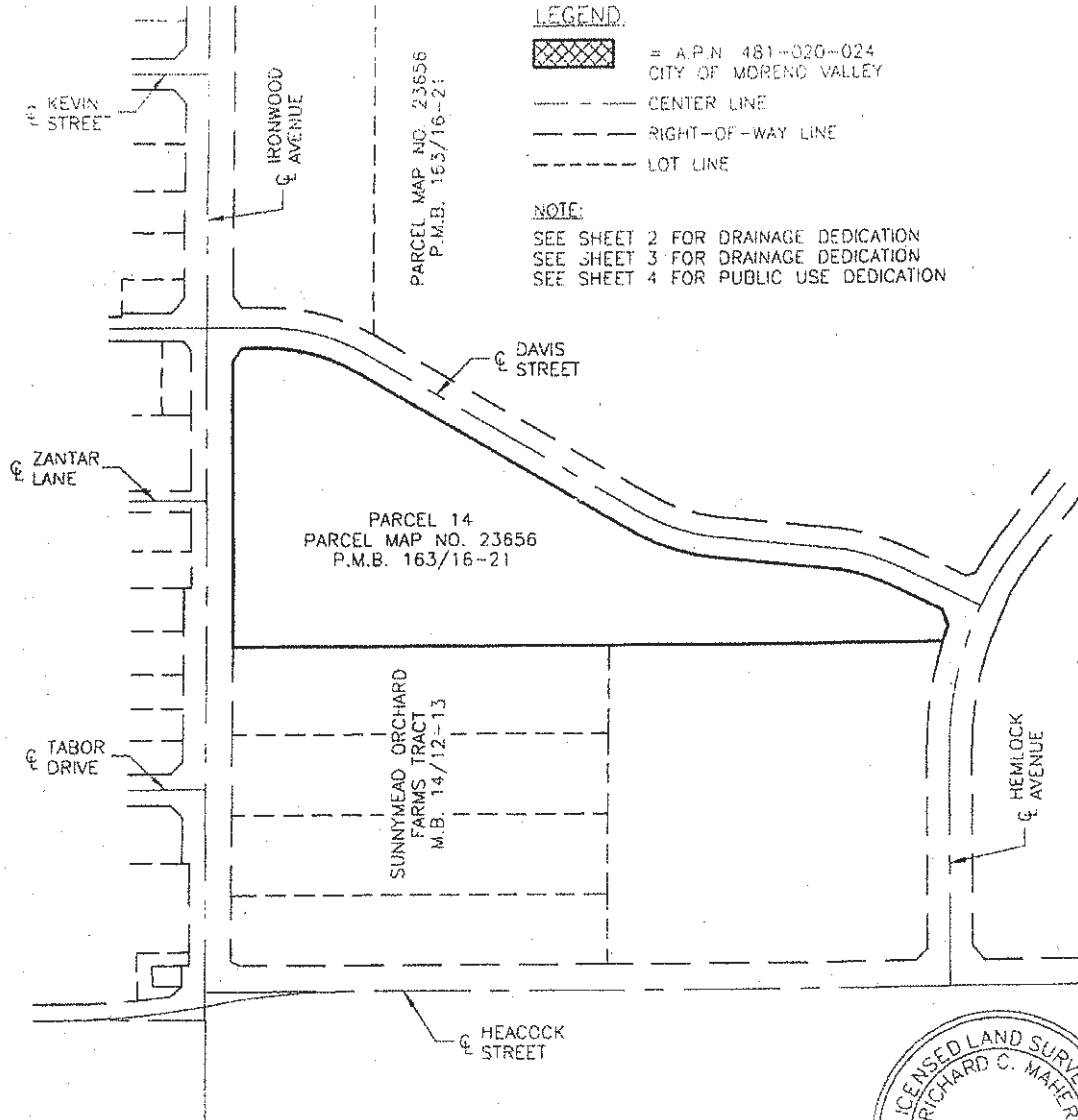
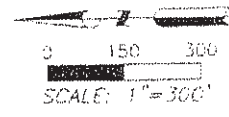
04/22/09
DATE







APRIL 24, 2009
PAGE 2 OF 2

EXHIBIT B

CITY OF MORENO VALLEY RIGHT-OF-WAY & DRAINAGE DEDICATION INDEX SHEET

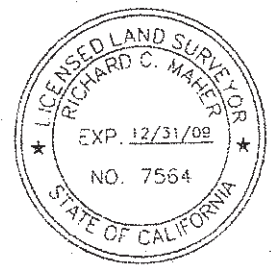


LEGEND

-  = APN 481-020-024
CITY OF MORENO VALLEY
-  CENTER LINE
-  RIGHT-OF-WAY LINE
-  LOT LINE

NOTE:

- SEE SHEET 2 FOR DRAINAGE DEDICATION
- SEE SHEET 3 FOR DRAINAGE DEDICATION
- SEE SHEET 4 FOR PUBLIC USE DEDICATION



KDM Meridian

22541 Aspan St., Ste C
Lake Forest, CA 92630
Phone: 949-768-0731
Fax: 949-768-3731

Richard C. Maher

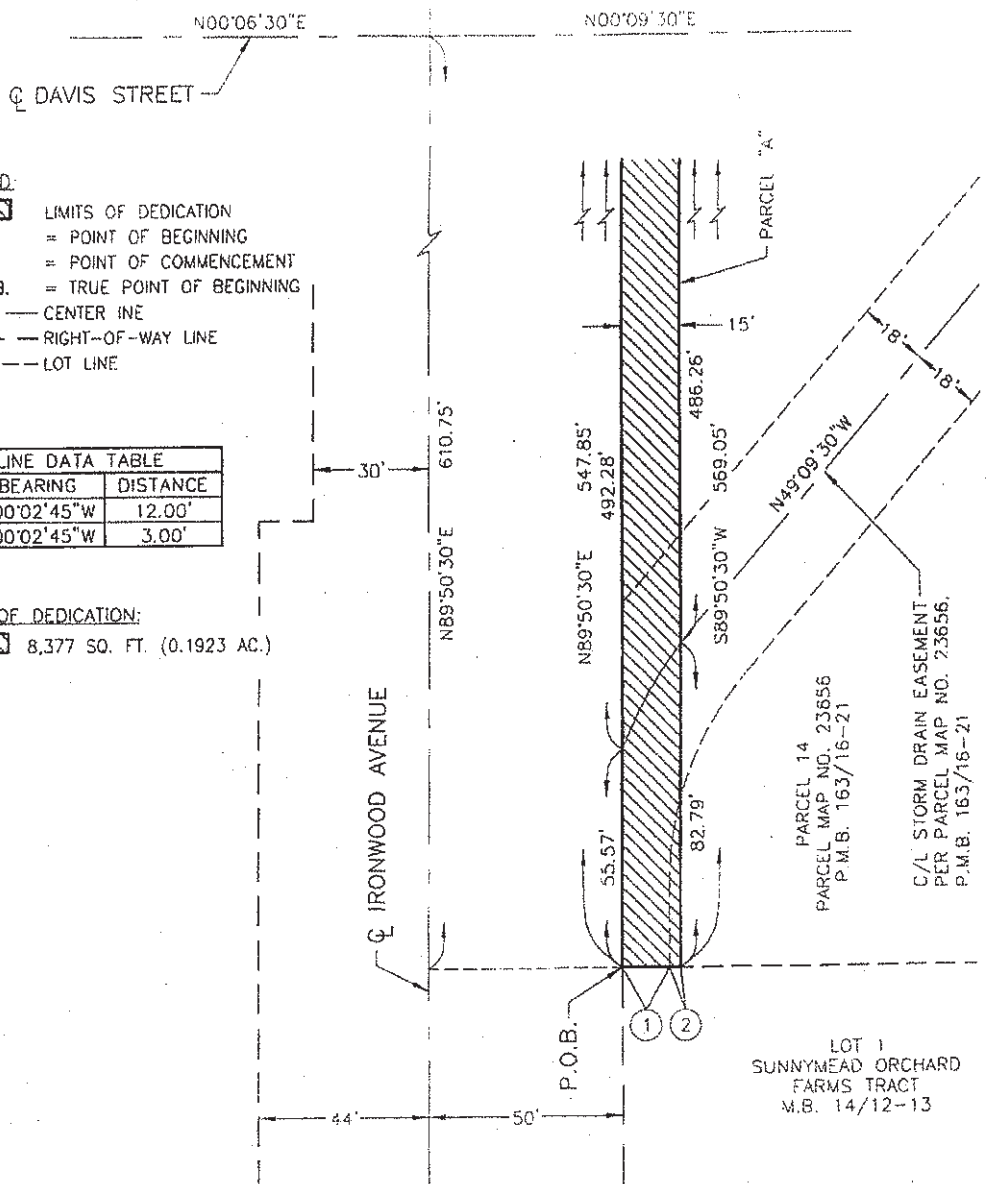
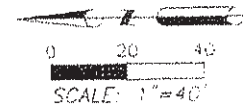
4/22/09

RICHARD C. MAHER, PLS 7564 (CA)
MY LICENSE EXPIRES ON 12/31/09

EXHIBIT "B"

CITY OF MORENO VALLEY
DRAINAGE DEDICATION

SHEET 2 OF 1



- LEGEND:**
- LIMITS OF DEDICATION
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - T.P.O.B. = TRUE POINT OF BEGINNING
 - CENTER LINE
 - RIGHT-OF-WAY LINE
 - LOT LINE

LINE DATA TABLE		
	BEARING	DISTANCE
1	N00°02'45"W	12.00'
2	N00°02'45"W	3.00'

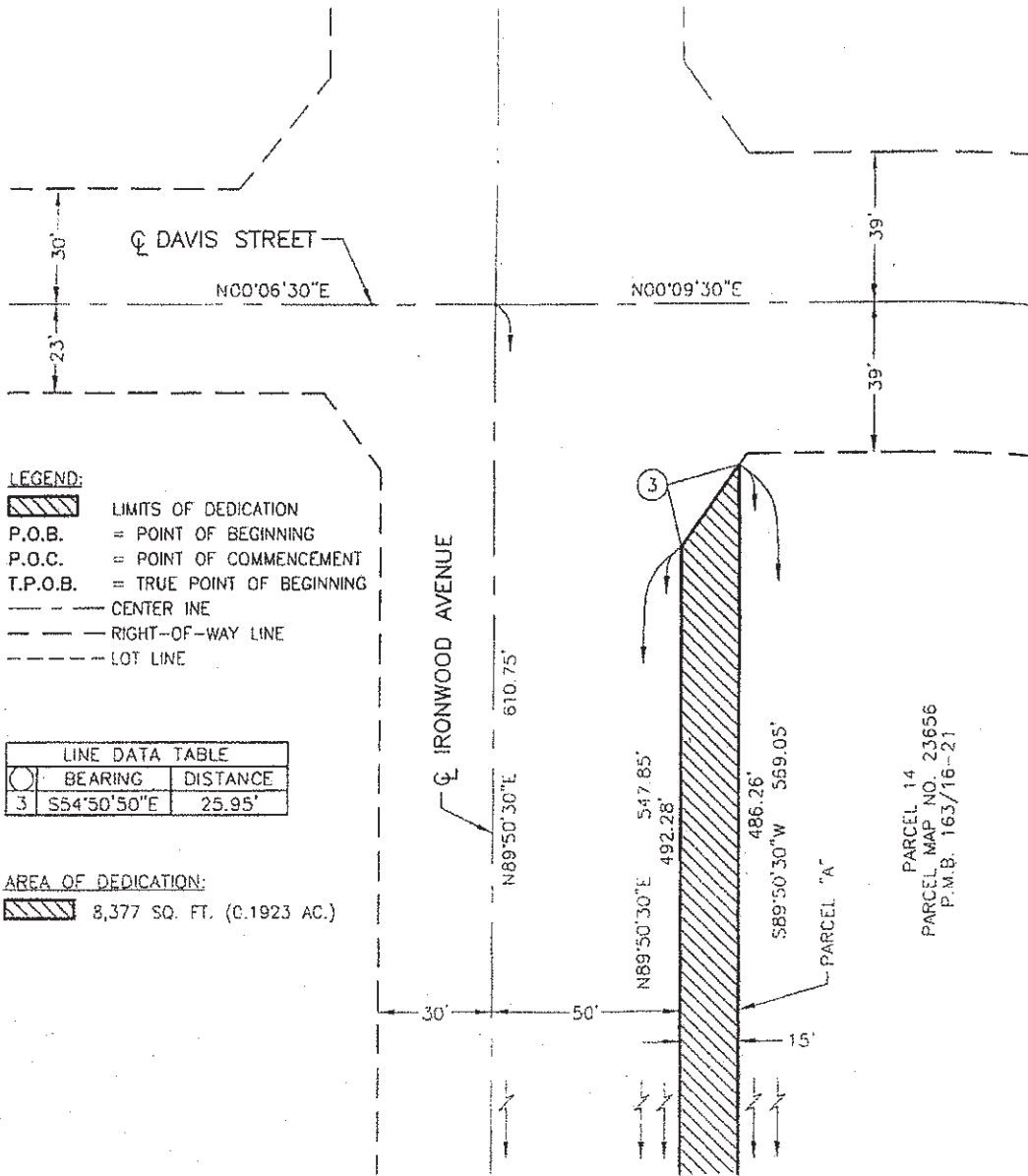
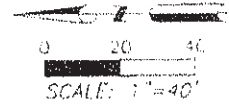
AREA OF DEDICATION:
 8,377 SQ. FT. (0.1923 AC.)

KDM Meridian
 22541 Aspan St., Ste C
 Lake Forest, CA 92630
 Phone: 949-768-0731
 Fax: 949-768-3731

A.P.N. 481-020-024

EXHIBIT "B"

CITY OF MORENO VALLEY
DRAINAGE DEDICATION



- LEGEND:**
- LIMITS OF DEDICATION
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - T.P.O.B. = TRUE POINT OF BEGINNING
 - CENTER LINE
 - RIGHT-OF-WAY LINE
 - LOT LINE

LINE DATA TABLE	
BEARING	DISTANCE
3 S54°50'50"E	25.95'

AREA OF DEDICATION:
 8,377 SQ. FT. (0.1923 AC.)



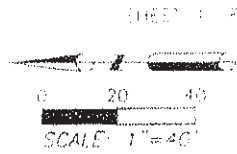
KDM Meridian

22541 Aspan St., Ste C
 Lake Forest, CA 92630
 Phone: 949-768-0731
 Fax: 949-768-3731

A.P.N. 481-020-024

EXHIBIT "B"

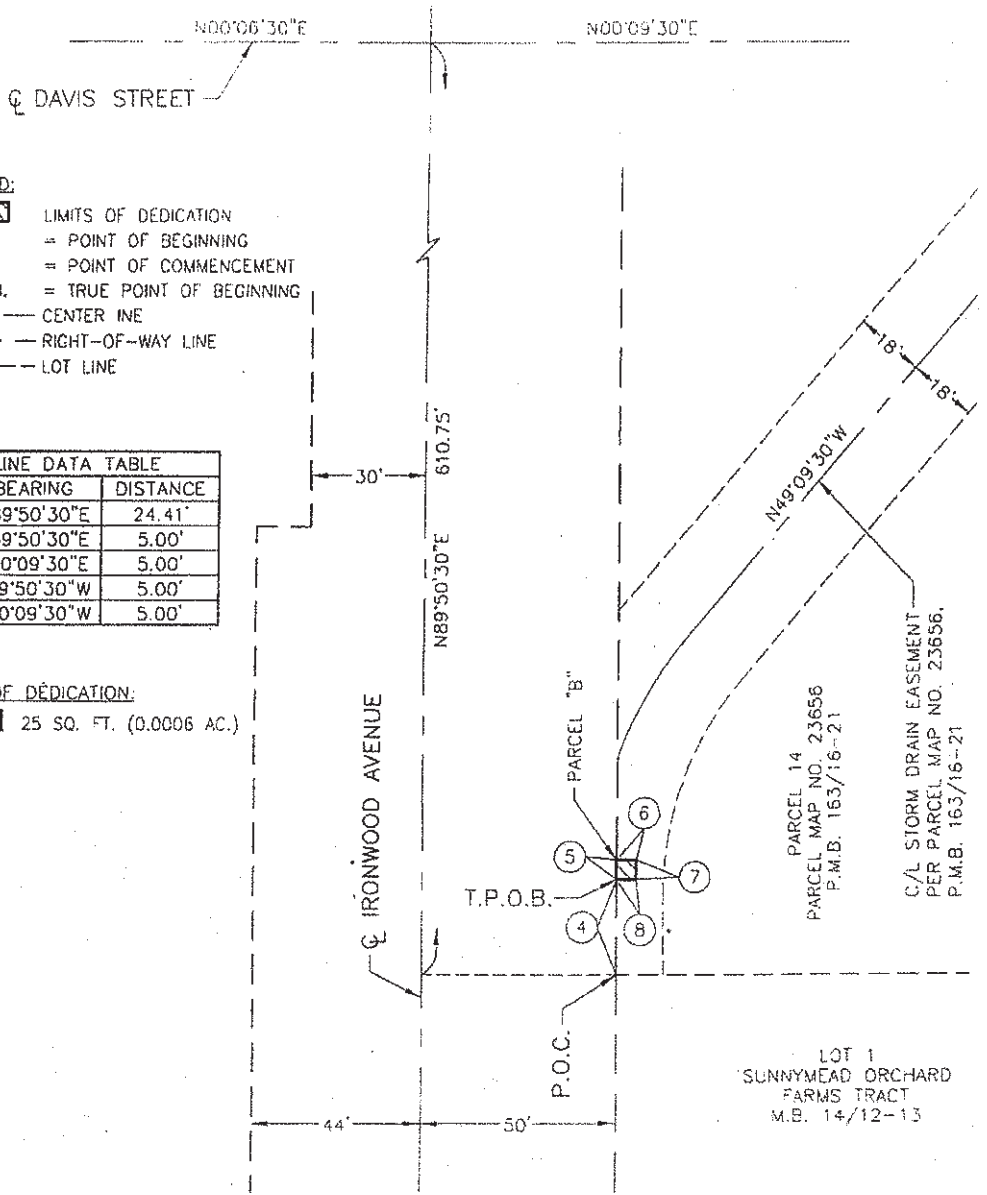
CITY OF MORENO VALLEY
PUBLIC USE DEDICATION



- LEGEND:**
- LIMITS OF DEDICATION
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - T.P.O.B. = TRUE POINT OF BEGINNING
 - - - - - CENTER LINE
 - - - - - RIGHT-OF-WAY LINE
 - - - - - LOT LINE

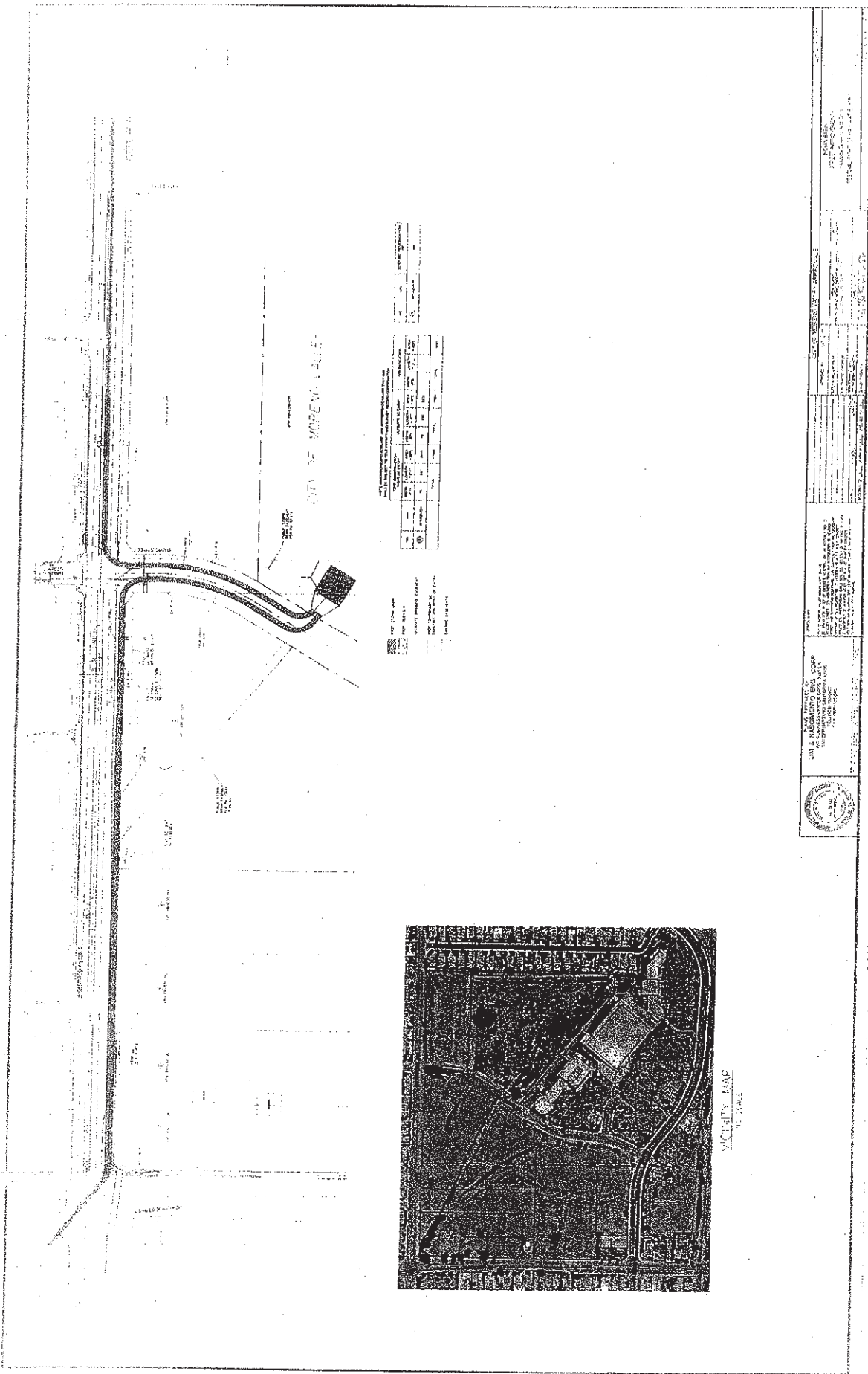
LINE DATA TABLE		
NO.	BEARING	DISTANCE
4	N89°50'30"E	24.41'
5	N89°50'30"E	5.00'
6	S00°09'30"E	5.00'
7	S89°50'30"W	5.00'
8	N00°09'30"W	5.00'

AREA OF DEDICATION:
 25 SQ. FT. (0.0006 AC.)



KDM Meridian
 22541 Aspan St., Ste C
 Lake Forest, CA 92630
 Phone: 949-768-0731
 Fax: 949-768-3731

A.P.N. 481-020-024



CITY OF MODESTO, CALIF.

PLANNING DEPARTMENT

1000 J STREET, MODESTO, CALIF. 95354

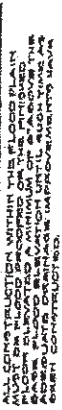
TEL. (209) 528-1234

FAX (209) 528-1234

WWW.CITYOFMODESTO.CA.GOV

ENVIRONMENTAL CONSTRAINT SHEET

ENVIRONMENTAL CONSTRAINT NOTE
 ALL CONSTRAINTS SHOWN ON THIS SHEET ARE BASED ON RECORDS ON FILE AT THE COUNTY ENGINEER'S OFFICE. ANY CHANGES TO THESE RECORDS SHALL BE MADE BY THE COUNTY ENGINEER'S OFFICE. THIS SHEET IS VALID UNTIL THE NEXT REVISION DATE.



INDICATES A PERMITS REQUIRED BY LOCAL AGENCIES

INDICATES A PERMITS REQUIRED BY LOCAL AGENCIES

INDICATES A PERMITS REQUIRED BY LOCAL AGENCIES

INDICATES A PERMITS REQUIRED BY LOCAL AGENCIES

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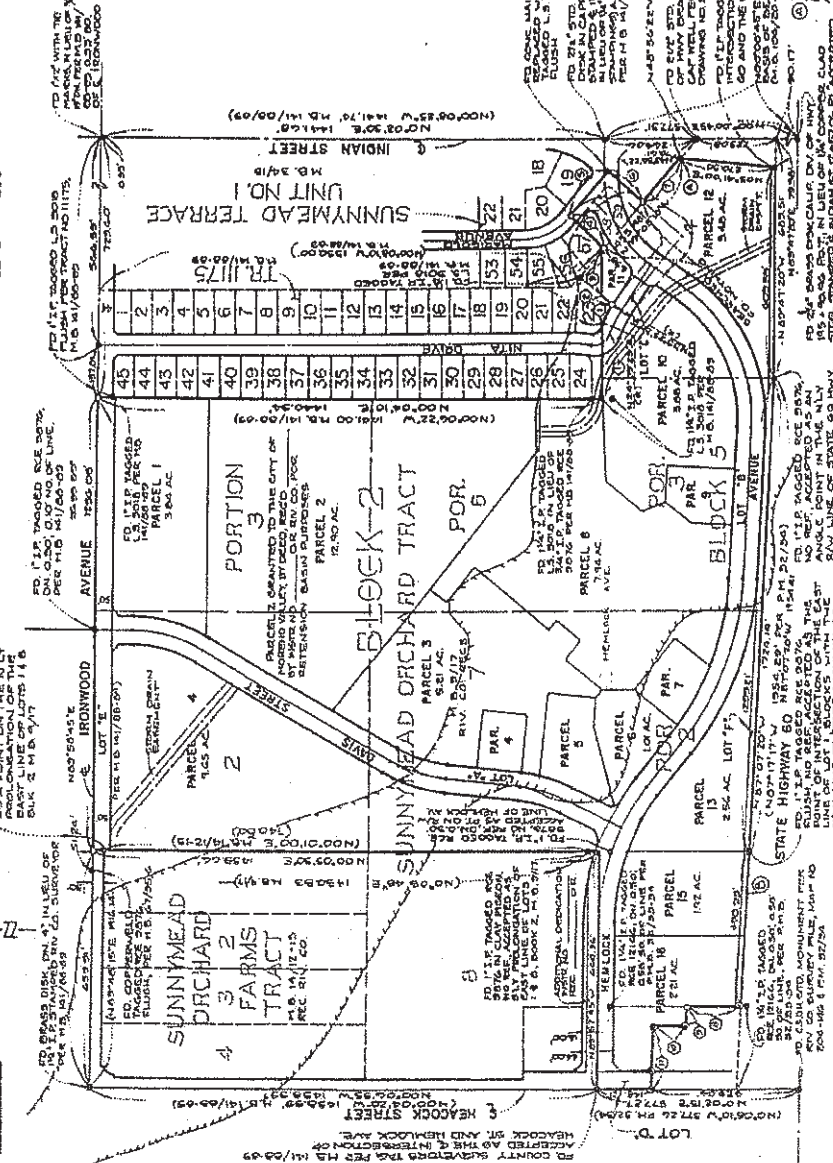
INDICATES A PERMITS REQUIRED BY LOCAL AGENCIES

INDICATES A PERMITS REQUIRED BY LOCAL AGENCIES

INDICATES A PERMITS REQUIRED BY LOCAL AGENCIES

IN THE CITY OF MORENO VALLEY, RIVERSIDE COUNTY, CALIFORNIA
PARCEL MAP NO. 23656
 SHOWING A DIVISION OF LOTS 2 AND 7, PORTIONS OF LOTS 3 AND 6 IN BLOCK 2, SUNNYMEAD ORCHARD TRACT, LOTS 18, 19 AND PORTIONS OF HEWLETT AVENUE AND IRONWOOD AVENUE AND PORTIONS OF HEWLETT AVENUE AND IRONWOOD AVENUE AND PORTIONS OF TERRACE UNIT NO. 1 PER MAP BOOK 34/18 BOTH R.I.V. CO. REC. IN SECTION 6, T. 35., R. 3N., S.B.M.

ALBERT A. WEBB ASSOCIATES CIVIL ENGINEERS
 NOVEMBER, 1988
 SCALE 1" = 200'



© UNLIT RIGHTS OF INTEREST AND EASES TO OR FROM THE FREELAY ADJOINING THE HEREIN DESCRIBED PROPERTY ON THE SOUTH SIDE OF CALIFORNIA HIGHWAY 60, STATE OF CALIFORNIA, REC'D PER 15-05-88 AS INSTR. NO. 15400 OF S.R. INV. CO. CALIF.

SIGNATURE OMISSIONS
 SEE SHEET 6

SURVEYOR'S NOTES

- 1 THE BASIS OF BEARINGS IN THE CENTRELINE OF IRONWOOD STREET TAKEN AS A POINT OF BEGINNING IS 100°00'00" THROUGH 23 THE RECORD RECORDS OF RIVERSIDE COUNTY, CALIFORNIA
- 2 → ROUND MONUMENTS AS NOTED
- 3 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 4 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 5 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 6 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 7 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 8 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 9 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 10 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 11 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 12 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 13 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 14 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 15 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 16 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 17 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 18 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 19 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 20 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 21 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 22 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 23 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 24 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 25 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 26 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 27 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 28 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 29 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 30 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 31 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 32 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 33 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 34 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 35 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE
- 36 → SET 1" IRON PIPE PLUM TAGGED L.S. 5528 PER DISTANCE

HT	BEARING	DISTANCE
1	N 00° 00' 00" W	100.00
2	N 00° 00' 00" W	100.00
3	N 00° 00' 00" W	100.00
4	N 00° 00' 00" W	100.00
5	N 00° 00' 00" W	100.00
6	N 00° 00' 00" W	100.00
7	N 00° 00' 00" W	100.00
8	N 00° 00' 00" W	100.00
9	N 00° 00' 00" W	100.00
10	N 00° 00' 00" W	100.00
11	N 00° 00' 00" W	100.00
12	N 00° 00' 00" W	100.00
13	N 00° 00' 00" W	100.00
14	N 00° 00' 00" W	100.00
15	N 00° 00' 00" W	100.00
16	N 00° 00' 00" W	100.00
17	N 00° 00' 00" W	100.00
18	N 00° 00' 00" W	100.00
19	N 00° 00' 00" W	100.00
20	N 00° 00' 00" W	100.00
21	N 00° 00' 00" W	100.00
22	N 00° 00' 00" W	100.00
23	N 00° 00' 00" W	100.00
24	N 00° 00' 00" W	100.00
25	N 00° 00' 00" W	100.00
26	N 00° 00' 00" W	100.00
27	N 00° 00' 00" W	100.00
28	N 00° 00' 00" W	100.00
29	N 00° 00' 00" W	100.00
30	N 00° 00' 00" W	100.00
31	N 00° 00' 00" W	100.00
32	N 00° 00' 00" W	100.00
33	N 00° 00' 00" W	100.00
34	N 00° 00' 00" W	100.00
35	N 00° 00' 00" W	100.00
36	N 00° 00' 00" W	100.00

BK. 1 PG. 43

10 23656 90 23656

PARCEL MAP NO. 23656

IN THE CITY OF MORNING VALLEY, RIVERSIDE COUNTY, CALIFORNIA

SHOWING A DIVISION OF LOTS 2 AND 7, PORTIONS OF LOTS 3 AND 6 IN BLOCK 2, AND PORTIONS OF LOTS 1-4 IN BLOCK 5 AND PORTIONS OF LOTS 1 AND 2 OF TRACT 108, PART OF THE TRACT PER MAP BOOK 9147 AND LOTS 3 AND 4 OF TRACT 108, PART OF THE TRACT PER MAP BOOK 34718 BOTH RIV. CO. REL. IN SECTION 6, T. 35., R. 3W., S. 8 N.

ALBERT A. WEBB ASSOCIATES CIVIL ENGINEERS NOVEMBER, 1988

OWNER'S STATEMENT
WE HEREBY STATE THAT WE ARE THE OWNERS OF THE LAND SHOWN HEREON, AND THAT WE ARE THE DATED PERSONS WHO SUBMITTED TO THE COUNTY CLERK THE DATA TITLE TO SAID LAND, THAT WE CONSENT TO THE MAKING AND RECORDING OF THIS SUBDIVISION MAP AS DEDICATED TO PUBLIC USE FOR STREET AND PUBLIC UTILITY PURPOSES. WE AGREE TO HOLD THE LAND SHOWN HEREON IN TRUST FOR THE CITY OF MORNING VALLEY AND TO MAINTAIN THE SAME IN ACCORDANCE WITH THE CITY OF MORNING VALLEY AND LOCAL ORDINANCES. WE ALSO HEREBY GRANT IN TRUST TO THE CITY OF MORNING VALLEY THE RIGHT TO TAKE A CALIFORNIA LIMITED PARTNERSHIP INTEREST IN A GENERAL PARTNER M.V.P. INC. A GENERAL PARTNER

CITY ENGINEER'S STATEMENT
THIS MAP CONFORMS WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES. I HEREBY STATE THAT THIS MAP HAS BEEN EXAMINED BY ME AND THAT THE SAME AS IT APPEARED ON THE TENTATIVE MAP OF PARCEL MAP 23656 AS FILED, AMENDED, AND APPROVED BY THE COUNTY ENGINEER ON OCT 11, 1988 THE EXPIRATION DATE BEING JANUARY 1, 1989, AND THAT I AM SATISFIED THIS MAP IS TECHNICALLY CORRECT.
DATE: Nov 24, 1988 George D. DeChellis City Engineer CITY OF MORNING VALLEY

TAX COLLECTOR'S CERTIFICATE
I HEREBY CERTIFY THAT ACCORDING TO THE RECORDS OF THIS OFFICE THAT THE MAP WITHIN HAS BEEN PAID STATE COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT FOR SPECIAL ASSESSMENTS ARE ESTIMATED TO BE \$305,322.00.
DATED: November 23, 1988 R. Wayne Watts County Tax Collector

TAX BOND CERTIFICATE
I HEREBY CERTIFY THAT A BOND IN THE SUM OF \$305,322.00 HAS BEEN FILED WITH THE BOARD OF SUPERVISORS OF RIVERSIDE COUNTY, CALIFORNIA FOR THE PAYMENT OF ALL TAXES, SPECIAL ASSESSMENTS AND ALL SPECIAL ASSESSMENTS COLLECTED AS TAXES WITHIN THE CITY OF MORNING VALLEY. THIS BOND WAS ISSUED BY Gerard A. Maloney A LITIGANT SAID BOND IS NOT YET PAID.
DATED: 3-27 1989 Gerard A. Maloney Clerk of the Board

SURVEYOR'S STATEMENT
THIS MAP WAS PREPARED BY ME OR UNDER MY SUPERVISION AND IS BASED ON A FIELD SURVEY. IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES I HEREBY STATE THAT ALL MEASUREMENTS MADE BY THE SURVEYOR OCCURRED ON THE POSITIONS INDICATED, AND THAT SAID MEASUREMENTS WERE MADE BY ME OR UNDER MY SUPERVISION. I HEREBY CERTIFY THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP IF ANY.
DATED: 6/3/83 Matthew E. Will Surveyor

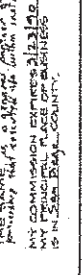
NOTARY ACKNOWLEDGEMENT
ON THIS 22nd DAY OF May 1989, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY KNOWN TO ME AND PROVIDED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSONS WHO EXECUTED THE WITHIN INSTRUMENT AS SAID PERSONS CALIFORNIA CORPORATION, THE CORPORATION THAT EXECUTED THE WITHIN INSTRUMENT ON BEHALF OF SAID CORPORATION EXECUTED THE SAME AS SAID GENERAL PARTNER AS THAT SAID LIMITED PARTNERSHIP EXECUTED THE SAME.
MY COMMISSION EXPIRES 8-17 1989. WITNESSE MY HAND MY PRINCIPAL PLACE OF BUSINESS MORNING VALLEY COUNTY CA AND STATE CA IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL OF OFFICE ON THIS 22nd DAY OF May 1989.
Carol A. Maloney NOTARY PUBLIC IN AND FOR SAID STATE

NOTARY ACKNOWLEDGEMENT
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Carol A. Maloney NOTARY PUBLIC IN AND FOR SAID STATE

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Carol A. Maloney NOTARY PUBLIC IN AND FOR SAID STATE



SOIL REPORT
PRELIMINARY SOIL REPORT WAS PREPARED BY THE UNIVERSITY OF CALIFORNIA, RIVERSIDE COUNTY, CALIFORNIA, BY LEIGHTON AND ASSOCIATES, INC.

City Copy

SHEET 2 OF 6 SHEETS

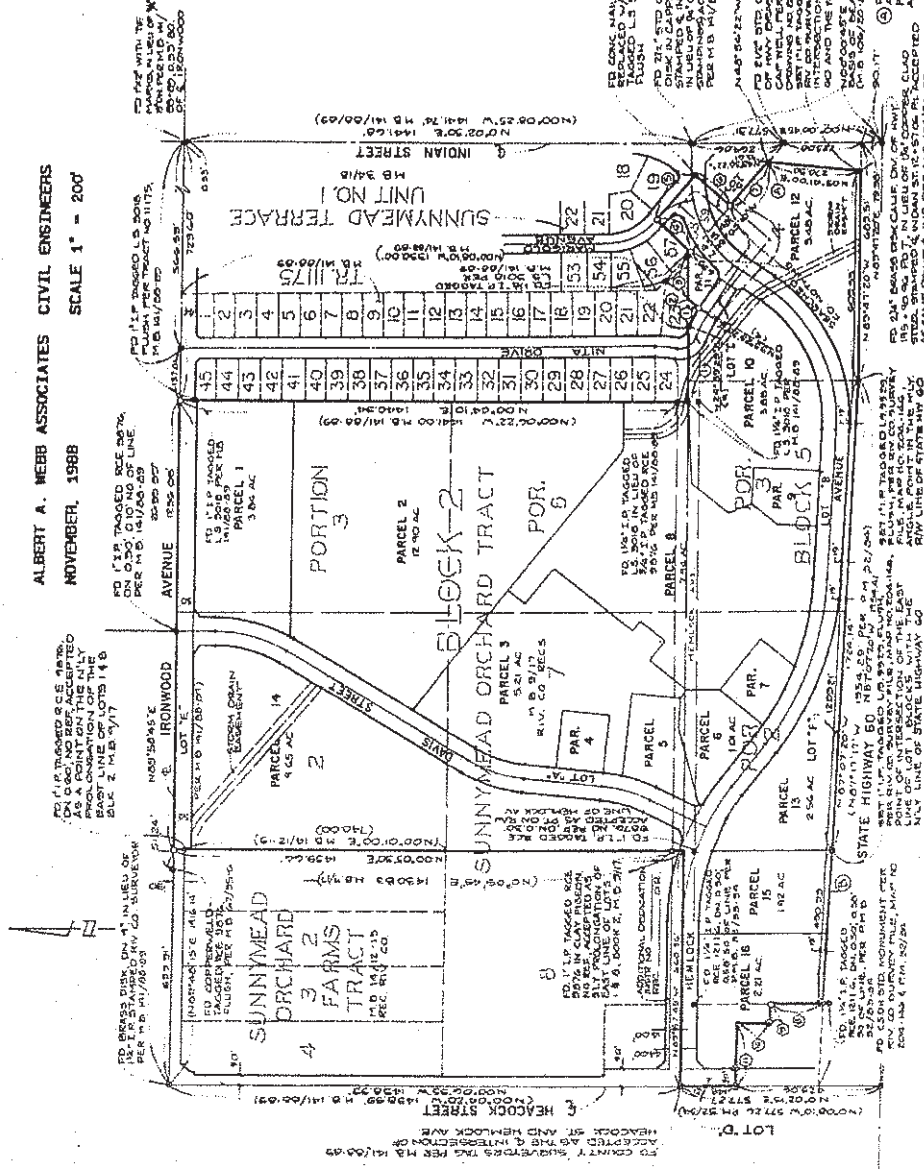
PARCEL MAP NO. 23656

IN THE CITY OF MODOVO VALLEY, RIVERSIDE COUNTY, CALIFORNIA

SHOWING A DIVISION OF LOTS 2 AND 7, PORTIONS OF LOTS 3 AND 5 IN BLOCK 2, AND PORTIONS OF LOTS 1-4 IN BLOCK 5 AND PORTIONS OF HEMLock AVENUE AND IRONWOOD AVENUE OF SUNNYMEAD ORCHARD TRACT, UNIT NO. 1, MAP BOOK 9747 AND LOTS 58 AND 59 OF SUNNYMEAD TERRACE, UNIT NO. 1, MAP BOOK 34718 BOTH RIV. CO. REC. IN SECTION 6, T.35., R.3E., S.8.N.

ALBERT A. WEBB ASSOCIATES CIVIL ENGINEERS
NOVEMBER, 1988
SCALE 1" = 200'

ENVIRONMENTAL CONSTRAINT NOTE
A REVISION TO THE ENVIRONMENTAL CONSTRAINT STATEMENT FOR THIS PARCEL MAP IS FILED WITH THE CITY OF MODOVO VALLEY PLANNING DEPARTMENT, 1000 N. 10TH ST., MODOVO VALLEY, CALIFORNIA 92551.



SIGNATURE, OMISSIONS
SEC SHEET 6

SURVEYOR'S NOTES

1. THE BASIS OF BEARINGS IS THE CENTERLINE OF INDIAN STREET PROJECTED TO THE CENTERLINE OF THIS TRACT. NO ADJUSTMENT FOR CURVATURE OF THE EARTH IS MADE. ALL BEARINGS ARE TRUE BEARINGS.
2. ALL MONUMENTS SET ARE PLACED ACCORDING TO ORDINANCE NO. 40616.
3. SET STEEL PIN TAGGED L.S. 9024 AT TOP OF CURB AT ALL SIDE LOT LINES PROJECTED PER STD. 27.
4. SET 1" IRON PIPE FLUSH TAGGED L.S. 9024 AT ALL POINTS EXCEPT LOT LINES WITH BLOCK WALLS OF BLOCK AND L.S. 9024 AT TOP OF CURB AT ALL LOT CORNERS, WHERE APPLICABLE PER STD. 27.
5. THIS PARCEL MAP CONTAINS OPEN SPACE AREAS, EXISTING ZONES, SMALL LOT LINES, AND BUILDING SETBACKS.
6. ALL PUBLIC SERVICES AND PUBLIC UTILITIES INSTALLED WITHIN THIS TRACT SHALL BE PLACED UNDERGROUND.
7. DRAINAGE EASEMENTS, NO BUILDING OCCUPANCY OR ENCROACHMENTS BY LANDFILLS ARE ALLOWED.

LINE	BEARING	DISTANCE
1	N 87° 57' 47" W	217.44
2	N 61° 07' 52" W	86.50
3	N 87° 57' 47" W	150.00
4	N 87° 57' 47" W	134.44
5	N 40° 55' 25" W	157.61
6	N 61° 07' 52" W	120.51
7	N 87° 57' 47" W	150.00
8	N 61° 07' 52" W	54.74
9	N 07° 02' 15" E	30.00
10	N 61° 07' 52" W	150.00

LINE	BEARING	DISTANCE
11	N 07° 02' 15" E	30.00
12	N 61° 07' 52" W	150.00

TO CORRECT FOR CURVATURE OF THE EARTH, THE BEARING OF THE LINE FROM POINT 1 TO POINT 2 IS CORRECTED TO BE N 87° 57' 47" W PER M.S. 147/80-81.

TO CORRECT FOR CURVATURE OF THE EARTH, THE BEARING OF THE LINE FROM POINT 2 TO POINT 3 IS CORRECTED TO BE N 61° 07' 52" W PER M.S. 147/80-81.

TO CORRECT FOR CURVATURE OF THE EARTH, THE BEARING OF THE LINE FROM POINT 3 TO POINT 4 IS CORRECTED TO BE N 87° 57' 47" W PER M.S. 147/80-81.

TO CORRECT FOR CURVATURE OF THE EARTH, THE BEARING OF THE LINE FROM POINT 4 TO POINT 5 IS CORRECTED TO BE N 87° 57' 47" W PER M.S. 147/80-81.

TO CORRECT FOR CURVATURE OF THE EARTH, THE BEARING OF THE LINE FROM POINT 5 TO POINT 6 IS CORRECTED TO BE N 40° 55' 25" W PER M.S. 147/80-81.

TO CORRECT FOR CURVATURE OF THE EARTH, THE BEARING OF THE LINE FROM POINT 6 TO POINT 7 IS CORRECTED TO BE N 61° 07' 52" W PER M.S. 147/80-81.

TO CORRECT FOR CURVATURE OF THE EARTH, THE BEARING OF THE LINE FROM POINT 7 TO POINT 8 IS CORRECTED TO BE N 87° 57' 47" W PER M.S. 147/80-81.

TO CORRECT FOR CURVATURE OF THE EARTH, THE BEARING OF THE LINE FROM POINT 8 TO POINT 9 IS CORRECTED TO BE N 61° 07' 52" W PER M.S. 147/80-81.

TO CORRECT FOR CURVATURE OF THE EARTH, THE BEARING OF THE LINE FROM POINT 9 TO POINT 10 IS CORRECTED TO BE N 07° 02' 15" E PER M.S. 147/80-81.

TO CORRECT FOR CURVATURE OF THE EARTH, THE BEARING OF THE LINE FROM POINT 10 TO POINT 11 IS CORRECTED TO BE N 61° 07' 52" W PER M.S. 147/80-81.

TO CORRECT FOR CURVATURE OF THE EARTH, THE BEARING OF THE LINE FROM POINT 11 TO POINT 12 IS CORRECTED TO BE N 07° 02' 15" E PER M.S. 147/80-81.

103
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5/2
PM 23656

City Copy
SHEET 5 OF 5 SHEETS

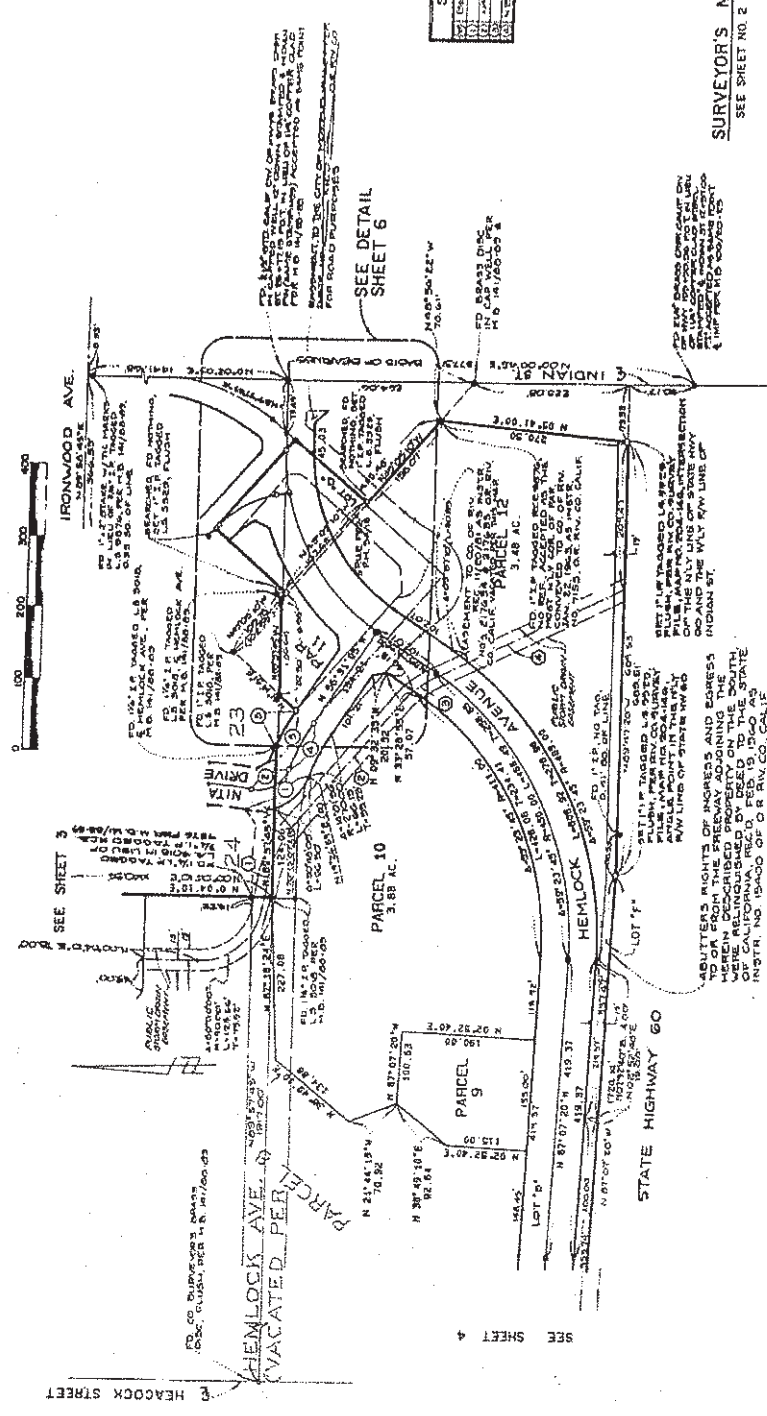
PARCEL MAP NO. 23656

IN THE CITY OF MODOCO VALLEY, AVENUE COUNTY, CALIFORNIA

SHOWING A DIVISION OF LOTS 2 AND 7, PORTIONS OF LOTS 3 AND 5 OF HEMLOCK 2, AND PORTIONS OF LOTS 1-4 IN BLOCK 5 AND PORTIONS OF TRACT PER MAP NO. 177 AND IRONWOOD AVENUE OF SUNNYMEAD ORCHARD TERRACE UNIT NO. 1 PER MAP NO. 8006 24/18 BOTH R.V. CO. REC. IN SECTION 6, T. 35., R. 3W., S. 8. N.

ALBERT A. WEBB ASSOCIATES CIVIL ENGINEERS
NOVEMBER 1988
SCALE 1" = 100'

NO.	Δ	R	L	T
1	87°30'15"	1500.00	100.00	65.78
2	87°30'15"	1500.00	100.00	65.78
3	87°30'15"	1500.00	100.00	65.78
4	87°30'15"	1500.00	100.00	65.78
5	87°30'15"	1500.00	100.00	65.78
6	87°30'15"	1500.00	100.00	65.78
7	87°30'15"	1500.00	100.00	65.78
8	87°30'15"	1500.00	100.00	65.78
9	87°30'15"	1500.00	100.00	65.78
10	87°30'15"	1500.00	100.00	65.78
11	87°30'15"	1500.00	100.00	65.78
12	87°30'15"	1500.00	100.00	65.78
13	87°30'15"	1500.00	100.00	65.78
14	87°30'15"	1500.00	100.00	65.78
15	87°30'15"	1500.00	100.00	65.78
16	87°30'15"	1500.00	100.00	65.78
17	87°30'15"	1500.00	100.00	65.78
18	87°30'15"	1500.00	100.00	65.78
19	87°30'15"	1500.00	100.00	65.78
20	87°30'15"	1500.00	100.00	65.78



STORM DRAIN EASEMENT	
NO. 1	150' x 10'
NO. 2	150' x 10'
NO. 3	150' x 10'
NO. 4	150' x 10'
NO. 5	150' x 10'
NO. 6	150' x 10'
NO. 7	150' x 10'
NO. 8	150' x 10'
NO. 9	150' x 10'
NO. 10	150' x 10'

SURVEYOR'S NOTES
SEE SHEET NO. 2

163/76

IN THE CITY OF MORENO VALLEY, RIVERSIDE COUNTY, CALIFORNIA

SHEET 3 OF 6 SHEETS

PARCEL MAP NO. 23656

SHOWING A DIVISION OF LOTS 2 AND 7, PORTIONS OF LOTS 3 AND 6 IN BLOCK 2, AND PORTIONS OF LOTS 3-4 IN BLOCK 5 AND PORTIONS OF HEMLOCK AVENUE AND IRONWOOD AVENUE OF SUNNYMEAD ORCHARD TRACT PER MAP BOOK 9/17 AND LOTS 58 AND 59 OF SUNNYMEAD TERRACE MAP NO. 1 PER MAP BOOK 34/18 BOTH RIV. CO. REC. IN SECTION 6, T. 35., R. 3W., S. 8.M.

ALBERT A. WEBB ASSOCIATES CIVIL ENGINEERS

NOVEMBER, 1988

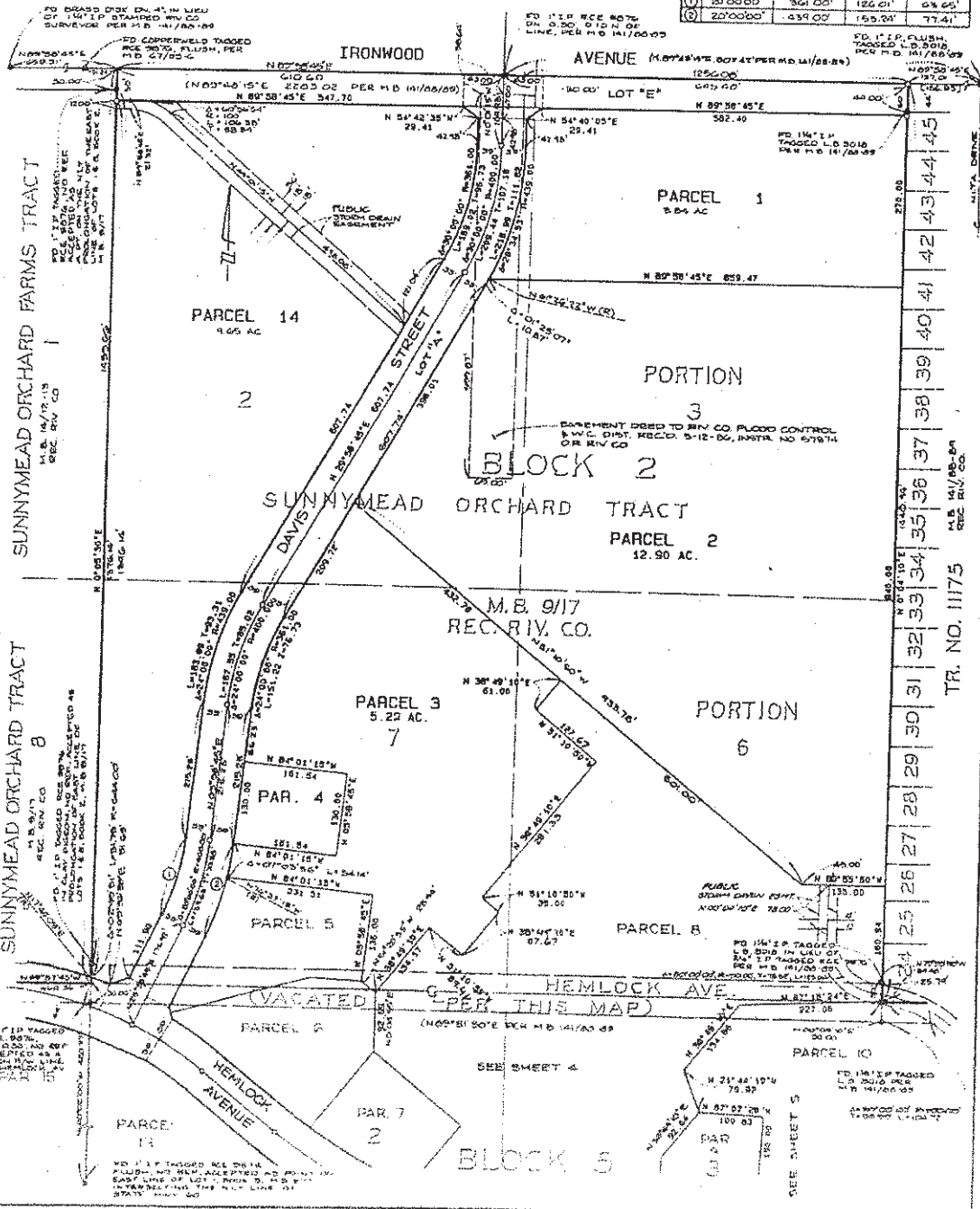
SCALE 1" = 100'

SURVEYOR'S NOTES

SEE SHEET NO. 2



CURVE DATA			
NO.	A	R	T
(1)	270.000'	126.00'	63.00°
(2)	270.000'	135.00'	77.41°

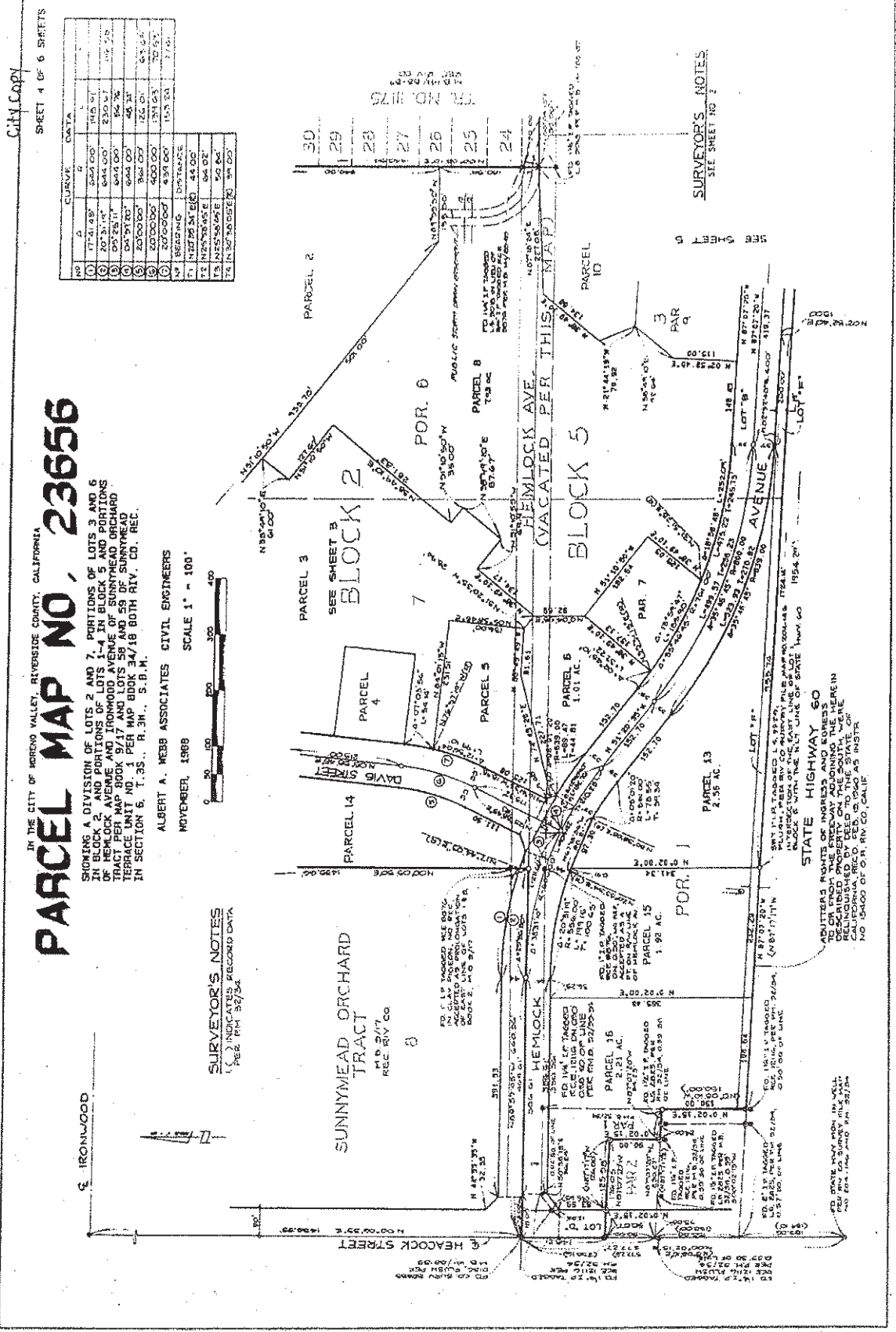


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TR. NO. 11175
M.B. 14/18-21
REC. RIV. CO.

PM 23656 3/6

162
P M 23656 4/c



PARCEL MAP NO. 23656

IN THE CITY OF MORENO VALLEY, RIVERSIDE COUNTY, CALIFORNIA

SHOWING A DIVISION OF LOTS 2 AND 7, PORTIONS OF LOTS 3 AND 6 IN BLOCK 2, AND PORTIONS OF LOTS 1-4 IN BLOCK 5, PORTIONS OF HEMLOCK AVENUE AND IRONWOOD AVENUE OF SUNNYMEAD ORCHARD TRACT PER MAP BOOK 9/17 AND LOTS 58 AND 59 OF SUNNYMEAD TRACT PER MAP NO. 3 PER MAP BOOK 34/18 BOTH RIV. CO. REC. IN SECTION 6, T. 35. S. R. 31. S. B. 1. N.

ALBERT A. WEBB ASSOCIATES CIVIL ENGINEERS
NOVEMBER, 1988
SCALE 1" = 100'

SURVEYOR'S NOTES
1. SEE NEXT SHEET RECORD DATA
2. SEE THIS MAP

COPY COPY

SHEET 4 OF 6 SHEETS

NO.	Δ	CURVE DATA
1	177.148	145.51'
2	177.148	145.51'
3	177.148	145.51'
4	177.148	145.51'
5	177.148	145.51'
6	177.148	145.51'
7	177.148	145.51'
8	177.148	145.51'
9	177.148	145.51'
10	177.148	145.51'
11	177.148	145.51'
12	177.148	145.51'
13	177.148	145.51'
14	177.148	145.51'
15	177.148	145.51'
16	177.148	145.51'
17	177.148	145.51'
18	177.148	145.51'
19	177.148	145.51'
20	177.148	145.51'
21	177.148	145.51'
22	177.148	145.51'
23	177.148	145.51'
24	177.148	145.51'
25	177.148	145.51'
26	177.148	145.51'
27	177.148	145.51'
28	177.148	145.51'
29	177.148	145.51'
30	177.148	145.51'

SURVEYOR'S NOTES
SEE SHEET NO. 2

ADMITTERS RIGHTS OF INGRESS AND EGRESS
DECLAINED PROPERTY ON THE GROUND, THE HEREIN
RELINQUISHED BY DEED TO THE STATE OF
CALIFORNIA BY DEED NO. 15400 AS INSTR.
NO. 15400 OF C.R. RIV. CO. CALIF.

SIGNATURE OMISSIONS

Portions of section 66453 on the subdivision map are shown as unimproved lots. The subdivision map of EASTWOODS AND / OR DRIVE INTERSECTION HAVE BEEN OMITTED.

- 1) A PORTION OF VINEYER LINGER, THRUOUT AND UNDER PRELIMINARY PLANS FOR A SUBDIVISION OF EASTWOODS AND / OR DRIVE INTERSECTION HAVE BEEN OMITTED.
- 2) AN EASEMENT IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY FOR UTILITIES RECORDING JANUARY, 1958 AS INSTENT BEAD.
- 3) AN EASEMENT IN FAVOR OF EASTERN POWER AND LIGHT COMPANY FOR RECORDING FEBRUARY, 1958 AS INSTENT BEAD.
- 4) AN EASEMENT IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY FOR UTILITIES RECORDING JANUARY, 1958 AS INSTENT BEAD.
- 5) AN EASEMENT IN FAVOR OF CALIFORNIA ELECTRIC POWER COMPANY FOR UTILITIES RECORDING JANUARY, 1958 AS INSTENT BEAD.

PARCEL MAP NO. 23656

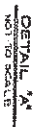
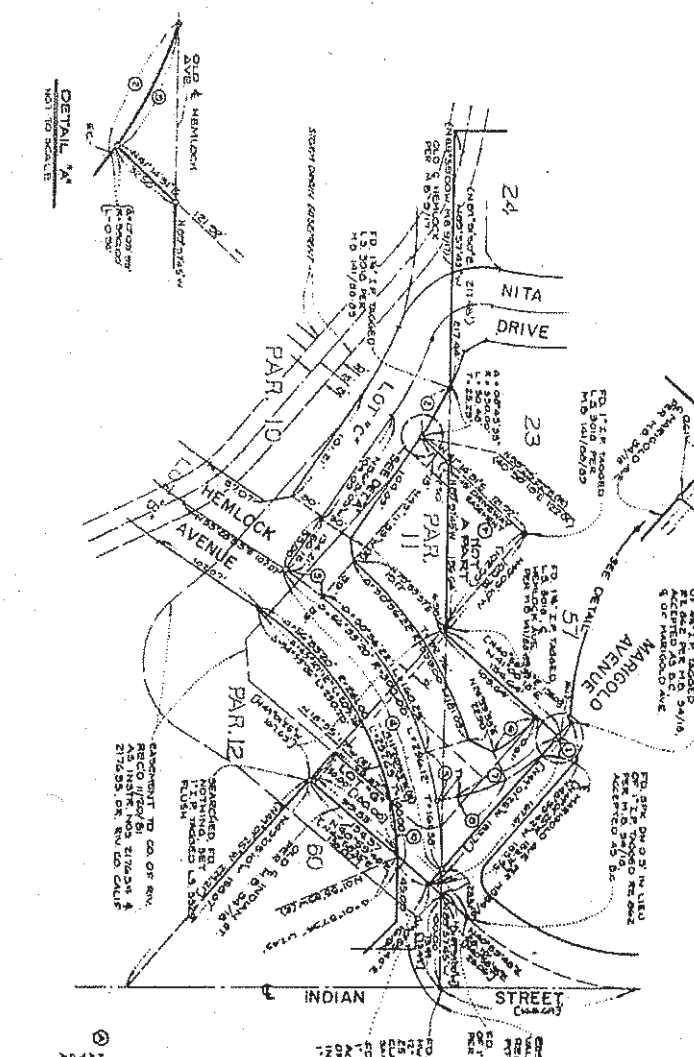
IN THE CITY OF HEMLOCK VALLEY, RIVERSIDE COUNTY, CALIFORNIA

SHOWING A DIVISION OF LOTS 2 AND 7, PORTIONS OF LOTS 3 AND 5 OF BLOCK 2 AND PORTIONS OF LOTS 1-4 IN BLOCK 5 AND PORTIONS OF TRACT PER MAP BOOK 9/17 AND LOTS 5 AND 6 OF SUNSHED ORCHARD TRACT UNIT NO. 1 PER MAP BOOK 34/18 BOTH IN SECTION 6, T. 35S., R. 3W., S. 8 N.

ALBERT A. WEBB ASSOCIATES, CIVIL ENGINEERS
NOVEMBER, 1988

SURVEYOR'S NOTES

- 1 () INDICATES RECORD DATA PER M.S. 34/18
- 2 () INDICATES RECORD DATA PER M.S. 9/17
- 3 () INDICATES RECORD DATA PER M.S. 9/17



NO.	BEARING	DISTANCE
1	S 88° 32' 31" W	1.00
2	S 88° 32' 31" W	1.00
3	S 88° 32' 31" W	1.00
4	S 88° 32' 31" W	1.00
5	S 88° 32' 31" W	1.00
6	S 88° 32' 31" W	1.00
7	S 88° 32' 31" W	1.00
8	S 88° 32' 31" W	1.00
9	S 88° 32' 31" W	1.00
10	S 88° 32' 31" W	1.00
11	S 88° 32' 31" W	1.00



CONTRACT TO THE CITY OF HEMLOCK VALLEY FOR THE PARCEL MAP NO. 23656 FOR THE RECORD RECORDING JANUARY, 1989 AS INSTENT BEAD.

SURVEYOR'S NOTES

SEE SHEET NO. 2

CITY COPY
SHEET 6 OF 6 SHEETS

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ORDINANCE No. 803

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, EXTENDING ORDINANCE NO. 791, EXTENDING THE EXPIRATION DATE OF CERTAIN DISCRETIONARY PERMITS OR ENTITLEMENTS APPROVED BY THE CITY ON OR AFTER JANUARY 1, 2006, BY AN ADDITIONAL TWELVE MONTHS

WHEREAS, The City Council of the City of Moreno Valley establishes a regulatory framework for controlling the development of land within the City, and

WHEREAS, in order to develop land in the City, it generally requires a builder, developer and/or property owner to submit, and have approved by the City, an application for development which confers a vested right to proceed with development in substantial compliance with specified ordinances, policies, standards and conditions of approval, and

WHEREAS, there is included with any approval of an application for development, a standard condition of approval whereby the builder, developer and/or property owner must be obtain a valid permit and commence substantial construction within 36 months of the City approving said application, and

WHEREAS, due to the continuing deteriorating state of the economy, builders, developers and/or property owners are hesitant to move forward with new construction projects approved by the City, and

WHEREAS, the City Council, at its meeting of April 28, 2009, introduced Ordinance No. 791 that extended certain discretionary permits or entitlements approval dates by twelve months (12) to keep projects on the "active" list in hopes the economy would show some signs of recovery and the project proponents would begin construction, and

WHEREAS, the City Council has determined the economy has not improved and finds that extending a project's expiration date by an additional twelve (12) months in which a builder, developer and/or property owner must pull a permit and commence construction would allow those discretionary permits or entitlements approved by the City to remain "active" in anticipation of the economic conditions of the state improving, and provide an incentive for development in the City to occur more rapidly than would otherwise occur, thereby stimulating the City's economy and benefiting the public.

NOW, THEREFORE, the City Council of the City of Moreno Valley does hereby ordain as follows:

SECTION 1. EXTENSION OF TIME.

The expiration dates for any and all Conditional Use Permits, Variances and Plot Plans that were approved by the City on or after January 1, 2006, are hereby extended for twenty-four (24) months from their original expiration dates. Any such approval having expired on or before the effective date of this ordinance is hereby reinstated and so extended.

SECTION 3: WAIVER OF FEES

A builder, developer and/or property owner receiving an extension of time by this ordinance shall not be required to pay the City a fee for such extension.

SECTION 4. AUTOMATIC REPEAL.

This ordinance shall remain in effect until December 31, 2010, and as of that date is repealed unless extended by the City Council on or before the expiration date.

SECTION 5: EFFECTIVE DATE

This ordinance shall become effective January 1, 2010, immediately following the expiration of Ordinance No. 791.

SECTION 6: SEVERABILITY

If any provision of the ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and the provisions of this ordinance are declared to be severable.

SECTION 7: NOTICE OF ADOPTION

The City Clerk shall certify to the adoption of this ordinance and cause it to be posted in at least three places within the City designated for such posting by the City Council.

Approved and adopted this ____ day of November 2009.

Richard Stewart, Mayor

ATTEST:

Jane Halstead, City Clerk

APPROVED AS TO FORM:

Robert Hansen, Interim City Attorney

ORDINANCE NO. 804

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING CHAPTER 36 OF TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY ADDING A NEW SECTION 095 PROHIBITING THE STORAGE, USE, SALE, POSSESSION, AND HANDLING OF SAFE AND SANE FIREWORKS AND AMENDING SECTION 20 OF CHAPTER 36 OF TITLE 8 OF THE MORENO VALLEY MUNICIPAL CODE TO ADOPT APPENDIX CHAPTER 1 FROM THE 2007 CALIFORNIA FIRE CODE IN ITS ENTIRETY AS AMENDED BY THE CITY OF MORENO VALLEY

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

SECTION 1. FINDINGS:

1.1 It is evident that fireworks lead to hazardous situations, injuries, personal property loss, and fires which jeopardize the safety of the public and increase the cost of law enforcement and fire protections.

1.2 Areas within Moreno Valley have been designated as very high fire hazard severity zones by the California Department of Forestry and Fire Protection due to the geographical location of Moreno Valley as well as the types of wildland vegetation present in Moreno Valley.

1.3 The City is subject to extreme fire hazards as well as long and volatile fire seasons making fireworks dangerous to the citizens of Moreno Valley.

1.4 Fireworks are often sold to children.

1.5 The 2007 Fireworks Annual Report by the Consumer Product Safety Commission reported 42% of the 9,800 injuries treated in the United States occur to children under the age of fifteen (15).

1.6 Fireworks are often stored without safety precautions in residential neighbors.

1.7 Fireworks can be disassembled for the explosive powder they contain to make bombs and other explosive devices.

1.8 Fireworks often come from foreign countries where safety regulations for making fireworks are not as stringent as those manufactured for use in the United States.

SECTION 2. MUNICIPAL CODE AMENDED:

2.1 The list of sections prefacing Chapter 36 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended by adding thereto "8.36.095 Fireworks"

2.2 Chapter 36 of Title 8 of the City of Moreno Valley Municipal Code is hereby further amended by adding thereto a new Section 8.36.095 reading as follows:

"8.36.095 Fireworks

A. Section 3309 is hereby added to the California Fire Code as follows:

3309 Seizure of Fireworks. The Fire Chief and/or his/her designee shall have the authority to seize, take, remove, any fireworks stored, sold, offered for sale, used or handled in violation of the provisions of Title 19 CCR, Chapter 6. Any seizure or removal pursuant to this section shall be in compliance with all applicable statutory, constitutional and decisional law.

B. Section 3310 is hereby added to the California Fire Code as follows:

3310 - Displays - Fireworks displays shall be in accordance with the Moreno Valley Fire Department Guideline for Public Fireworks Displays, with the regulations of the State Fire Marshal, and with the conditions of the permit as approved by the fire code official.

C. Section 3311 is hereby added to the California Fire Code as follows:

3311 - Retail Fireworks - The storage, use, sale, possession, and handling of fireworks 1.4G (commonly referred to as Safe & Sane) and fireworks 1.3G is prohibited.

Exception - Fireworks 1.4G and fireworks 1.3G may be part of a public display when permitted and conducted by a licensed pyrotechnic operator. "

2.3 Section 20 of Chapter 36 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended in its entirety to read as follows:

"8.36.020 Adoption of the International Fire Code

A. The city council of the city of Moreno Valley hereby adopts as amended, the 2006 Edition of the International Fire Code, California Fire Code 2007 Edition, California Code of Regulations Title 24 Part 9, Appendices Chapter 1, A, B, C, E, F, G, and H, the California Fire Code Standards and the body of code in its entirety, with the exception of appendix D of the California Fire Code as compiled and adopted by the International Code Council."

SECTION 3. EFFECT ON PREVIOUS ENACTMENTS AND ENTITLEMENT:

3.1 The repeal or amendment by this ordinance of any prior enactment shall not be construed to invalidate any entitlement exercised or proceeding taken pursuant to such enactment while the same was in effect.

SECTION 4. EFFECTIVE DATE:

4.1 This ordinance shall take effect thirty days after the date of its adoption.

SECTION 5. SEVERABILITY:

5.1 If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and the provisions of this ordinance are declared to be severable.

SECTION 6. NOTICE OF ADOPTION:

5.1 Within fifteen (15) 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 at least three (3) public places within the City designated for such postings by the City Council.

APPROVED AND ADOPTED by the City Council and signed by the Mayor and attested by the City Clerk on this _____ day of _____, 2009

Mayor

ATTEST:

City Clerk

Seal

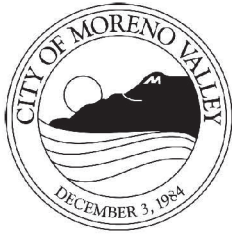
APPROVED AS TO FORM:

ORDINANCE JURAT

[Clerk's office will prepare]

[NOTE: Any attachments or exhibits to this ordinance should follow this jurat.]

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Rat</i>
CITY MANAGER	<i>WVB</i>

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: December 8, 2009

TITLE: Approve Participation in Western Riverside County Council of Governments' (WRCOG) Proposed Regional Energy Efficiency and Water Conservation Program, AB 811

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Mayor to execute the Implementation Agreement between the Western Riverside Council of Governments and the City of Moreno Valley to implement AB 811.
2. Adopt Resolution No. 2009-117 consenting to inclusion of properties within the City's incorporated area in WRCOG's contractual assessment program to finance distributed generation renewable energy sources and energy efficiency improvements.

BACKGROUND

The Western Riverside Council of Governments is developing an Energy Efficiency and Water Conservation Program ("AB811 Program") that would allow for residents and businesses in western Riverside County to implement energy efficient improvements using low-interest loans that would be repaid over time through annual property tax payments. California law allows for local jurisdictions to enter into contractual assessments with the property owners for such improvements. WRCOG is proposing to implement a regional AB811 Program on behalf of its member jurisdictions in order to centralize responsibilities and realize cost savings.

Staff briefed City Council on options relating to AB811 at the Study Session held on October 20, 2009.

DISCUSSION

WRCOG seeks a partnership with the Federal Government to secure a \$300 million loan that would be paid back over a period of time at an established interest rate. WRCOG will utilize this federal loan to implement and administer the AB811 Program, providing secured, low interest loans to existing residential and commercial properties in the subregion for the purchase and installation of energy efficient projects.

The AB811 Program goal is to offer low interest loans to 13,500 residential and commercial properties in Western Riverside County to install energy efficient projects, such as solar panels, heating and air conditioning systems, lighting control systems, windows, and pool equipment. These loans would be paid back through voluntary contractual annual assessments between WRCOG and property owners within a specified amount of time. Participation in the AB811 Program is voluntary.

ALTERNATIVES

1. Authorize the Mayor to execute the Implementation Agreement between the Western Riverside Council of Governments and the City of Moreno Valley to implement AB 811 and adopt the proposed Resolution consenting to inclusion of properties within the City's incorporated area in WRCOG's contractual assessment program to finance distributed generation renewable energy sources and energy efficiency improvements. *This will allow the City to participate in the WRCOG administered program with minimal impact upon City operations.*

2. Do not authorize the Mayor to execute the Implementation Agreement between the Western Riverside Council of Governments and the City of Moreno Valley to implement AB 811 and do not adopt the proposed Resolution consenting to inclusion of properties within the City's incorporated area in WRCOG's contractual assessment program to finance distributed generation renewable energy sources and energy efficiency improvements. *If the City does not participate in the WRCOG program, there may be additional administrative oversight required to manage a similar program.*

FISCAL IMPACT

There is no fiscal impact to the City of Moreno Valley

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

Create a positive environment for the economic development within the community.

NOTIFICATION

Posting of Agenda

ATTACHMENTS/EXHIBITS

- Attachment 1 – Proposed resolution
- Attachment 2 – Implementation Agreement
- Attachment 3 – Frequently Asked Questions

Prepared By: George Hanson
Electric Utility Manager

Department Head Approval: Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:

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

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RESOLUTION NO. 2009-117

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, CONSENTING TO INCLUSION OF PROPERTIES WITHIN THE CITY'S UNINCORPORATED AREA IN THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS CONTRACTUAL ASSESSMENT PROGRAM TO FINANCE DISTRIBUTED GENERATION RENEWABLE ENERGY SOURCES AND ENERGY EFFICIENCY IMPROVEMENTS

WHEREAS, the City of Moreno Valley (the "City") is committed to the development of renewable energy sources and energy efficiency improvements, reduction of greenhouse gases, and protection of our environment; and

WHEREAS, in Chapter 29 of Part 3 of Division 7 of the California Streets and Highways Code (the "Act"), the Legislature has authorized cities and counties to assist property owners in financing the cost of installing distributed generation renewable energy sources or making energy efficient improvements that are permanently fixed to their property (the "Improvements") through a contractual assessment program; and

WHEREAS, installation of such Improvements by property owners within the jurisdictional boundaries of the jurisdictions that are members of the Western Riverside Council of Governments ("WRCOG") would promote the purposes cited above and assist the member agencies of WRCOG (each, a "Member Agency" or, together, "Member Agencies"), including the City in reducing its greenhouse gas emissions; and

WHEREAS, the City wishes to provide innovative solutions and cost-effective methods for its property owners to achieve greater energy efficiency and independence, and in doing so cooperate with WRCOG in order to efficiently and economically assist property owners in financing such Improvements; and

WHEREAS, WRCOG has authority to establish a contractual assessment program ("the AB811 Program") as permitted by the Act, the Joint Powers Agreement of the Western Riverside Council of Governments, originally made and entered into April 1, 1991, as amended to date, and the Implementation Agreement by and between WRCOG and the affected Member Agencies related to the AB811 Program to assist property owners in financing the cost of installing distributed generation renewable energy sources or making energy efficient improvements that are permanently affixed to real property; and

WHEREAS, WRCOG is conducting an analysis to determine the feasibility of the Program, and to develop parameters pursuant to the Act for implementation and administration of the Program; and

Attachment 1

Resolution No. 2009-____
Date Adopted:

WHEREAS, the City wishes to participate with WRCOG in the AB 811 Program if WRCOG adopts the AB811 Program, under terms and conditions to be agreed to by the City and WRCOG; and

WHEREAS, state law permits WRCOG to offer participation in the AB811 Program to property owners in incorporated areas of any Member Agency so long as the City Council or Board of such Member Agency approves the proposed Resolution of Intention (defined below) to establish the AB811 Program, consents to the inclusion in the AB811 Program of properties in the incorporated area within such Member Agency and consents to the Improvements to be done within such incorporated area and the assumption of jurisdiction thereover by WRCOG for the purposes described above; and

WHEREAS, this City Council has reviewed WRCOG's proposed Resolution of Intention to establish the AB 811 Program entitled "Resolution of the Western Riverside Council of Governments Declaring its Intention to Finance Distributed Generation Renewable Energy Sources and Energy Efficiency Improvements Through the Use of Contractual Assessments" ("Resolution of Intention") attached hereto as Exhibit A;

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

1. This City Council finds and declares that property in the City's unincorporated area will be benefited by the Improvements proposed in the Resolution of Intention.
2. This City Council hereby supports WRCOG's ongoing feasibility analysis and development of the AB811 Program.
3. Before the AB811 Program is implemented in the City, the City and WRCOG shall reach an agreement addressing any conditions the City wishes to impose on participating properties within the City.
4. This City Council hereby approves the proposed Resolution of Intention, substantially in the form attached hereto as Exhibit A.
5. This City Council hereby finds and determines that in the event it is necessary for the Executive Committee to make minor, nonsubstantive changes to the Resolution of Intention; such minor, nonsubstantive changes do not require the approval of this City Council.
6. This City Council consents to inclusion in the AB811 Program of all of the properties in the unincorporated area within City and to the Improvements proposed in the Resolution of Intention within the City limits, upon the request and agreement of the property owner, in compliance with applicable laws, rules and regulations; and to the assumption of jurisdiction thereover by WRCOG for the purposes aforesaid.

Attachment 1

Resolution No. 2009-____
Date Adopted:

7. The consent of this City Council constitutes assent to the assumption of jurisdiction by WRCOG for all purposes of the AB811 Program and authorizes WRCOG, upon satisfaction of the conditions imposed in this resolution, to take each and every step required for or suitable for financing the Improvements, including the levying, collecting and enforcement of the contractual assessments to finance the Improvements and the issuance and enforcement of bonds to represent such contractual assessments.

8. Staff is authorized and directed to coordinate with WRCOG staff to facilitate operation of the AB811 Program, and report back periodically to this City Council on the success of the AB811 Program.

9. The City Clerk is directed to send a certified copy of this resolution to the Secretary of the WRCOG Executive Committee.

APPROVED AND ADOPTED this 8th day of December, 2009.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

[NOTE: Any attachments or exhibits to this resolution should follow this jurat.]

Attachment 1

Resolution No. 2009-_____
Date Adopted:

**IMPLEMENTATION AGREEMENT
BETWEEN THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS
AND THE CITY OF MORENO VALLEY TO IMPLEMENT AB 811**

This Implementation Agreement (“Agreement”) is entered into as of December 8, 2009 between the WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS (“WRCOG”), a joint powers authority formed under Government Code sections 6500 et seq., and City of Moreno Valley (“Member Agency”), a public agency formed under the laws of the State of California. WRCOG and the Member Agency are sometimes collectively referred to in this Agreement as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, various cities within Riverside County and the County of Riverside entered into a Joint Powers Agreement on April 1, 1991, as amended from time to time, to create WRCOG (“JPA”); and

WHEREAS, Member Agency is a signatory to the JPA; and

WHEREAS, Article VIII of JPA permits any WRCOG member agency, when authorized by the Executive Committee, to execute an Implementation Agreement for the purpose of authorizing WRCOG to implement, manage and administer area-wide and regional programs in the interest of the local public welfare; and

WHEREAS, the JPA permits WRCOG, when authorized by an Implementation Agreement, to make and enter into such contracts, incur such debts and obligations, assess contributions from the members, and perform such other acts as are necessary to the accomplishment of the purposes of such agreement; and

WHEREAS, on June 30, 2008, the State Legislature enacted Assembly Bill 811, codified as Streets and Highways Code sections 5898.10 et seq. (“AB 811”) to permit cities and counties to assist property owners who desire to undertake energy-efficient improvements, such as high-efficiency air conditioners, or install renewable energy projects, such as solar panels; and

WHEREAS, WRCOG member agencies have the common power to implement and administer contractual assessment programs pursuant to AB 811 (the “Program”) to finance installation of distributed generation renewable energy sources or energy efficiency improvements within their jurisdictions; and

WHEREAS, WRCOG and Member Agency desire to enter into this Agreement in order to authorize WRCOG to implement and administer the Program on behalf of Member Agency; and

WHEREAS, the Executive Committee has authorized Member Agency to enter into this Agreement.

NOW, THEREFORE, the Parties hereby understand and agree as follows:

AGREEMENT

Section 1: Establishing the Program

WRCOG will undertake proceedings pursuant to AB 811 to establish the Program to make contractual assessment financing available to eligible property owners within the jurisdictional boundary of Member Agency.

Section 2: Establishing Eligible Improvements

WRCOG shall identify the kinds of public works, distributed generation renewable energy sources, or energy efficiency improvements that may be financed (“Eligible Improvements”) under the Program.

Section 3: Boundary of Program

WRCOG, in coordination with Member Agency, shall describe the boundaries of the area within which contractual assessments under the Program may be entered into, which may include the entire jurisdictional area of Member Agency or a lesser portion thereof.

Section 4: Financing the Installation of Eligible Improvements

WRCOG shall develop and implement a plan for the financing of the purchase and installation of the Eligible Improvements under the Program.

Section 5: Ongoing Administration

WRCOG shall be responsible for the ongoing administration of the Program, including but not limited to producing education plans to raise public awareness of the Program, soliciting, reviewing and approving applications from residential and commercial property owners participating in the Program, establishing contracts for residential and commercial property owners participating in Program, establishing and collecting assessments due under the Program, and providing reports as required by Streets & Highways Code sections 5898.20(b) and 5898.22. The program will be administered in accordance with WRCOG JPA.

Section 6: Phased Implementation

The Parties recognize and agree that implementation of the Program as a whole can and may be phased as other WRCOG member agencies execute similar Implementation Agreements. The Member Agency entering into this Agreement will obtain the benefits of and incur the obligations imposed by this Agreement in its jurisdictional area, irrespective of whether other WRCOG member agencies enter into similar Implementation Agreements.

Section 7: Term

The term of this Agreement shall be for twenty (20) years unless modified or extended pursuant to this Agreement.

Section 8: Termination

Upon ninety (90) days written notice, either Party may terminate this Agreement. Termination shall not relieve the Party of its proportionate share of any debts or other liabilities incurred under this Agreement prior to the effective date of the Party's notice of termination.

Section 9: Environmental Review

WRCOG shall be the lead agency under the California Environmental Quality Act for any environmental review that may required in implementing or administering the Program under this Agreement.

Section 10: Cooperative Effort

Member Agency shall cooperate with WRCOG by providing information and other assistance in order for WRCOG to meet its obligations hereunder. Member Agency recognizes that one of its responsibilities related to the Program will include any permitting or inspection requirements as established by the Member Agency.

Section 11: Miscellaneous Provisions

11.1 Notice. Any and all communications and/or notices in connection with this Agreement shall be either hand-delivered or sent by United States first class mail, postage prepaid, and addressed as follows:

WRCOG:

Western Riverside Council of Governments
4080 Lemon Street, 3rd Floor. MS1032
Riverside, CA 92501-3609
Att: Executive Director

MEMBER AGENCY:

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552
Attn: City Manager

11.2 Entire Agreement. This Agreement, together with the JPA and WRCOG By-laws, constitutes the entire agreement among the Parties. This Agreement supersedes any and all other agreements, either oral or in writing, among the Parties with respect to the subject matter hereof and contains all of the covenants and agreements among them with respect to said matters, and each Party acknowledges that no representation, inducement, promise of agreement, oral or otherwise, has been made by the other Party or anyone acting on behalf of the other Party that is not embodied herein.

11.3 Successors and Assigns. This Agreement and each of its covenants and conditions shall be binding on and shall inure to the benefit of the Parties and their respective

successors and assigns. A Party may only assign or transfer its rights and obligations under this Agreement with prior written approval of the other Party, which approval shall not be unreasonably withheld.

11.4 Attorney's Fees. If any action at law or equity, including any action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, each Party to the litigation shall bear its own attorney's fees and costs.

11.5 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, as applicable.

11.6 No Third Party Beneficiaries. This Agreement shall not create any right or interest in the public, or any member thereof, as a third party beneficiary hereof, nor shall it authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damages under the provisions of this Agreement. The duties, obligations, and responsibilities of the Parties to this Agreement with respect to third party beneficiaries shall remain as imposed under existing state and federal law.

11.7 Severability. In the event one or more of the provisions contained in this Agreement is held invalid, illegal or unenforceable by any court of competent jurisdiction, such portion shall be deemed severed from this Agreement and the remaining parts of this Agreement shall remain in full force and effect as though such invalid, illegal, or unenforceable portion had never been a part of this Agreement.

11.8 Headings. The paragraph headings used in this Agreement are for the convenience of the Parties and are not intended to be used as an aid to interpretation.

11.9 Amendment. This Agreement may be modified or amended by the Parties at any time. Such modifications or amendments must be mutually agreed upon and executed in writing by both Parties. Verbal modifications or amendments to this Agreement shall be of no effect.

IN WITNESS WHEREOF, THE PARTIES HERETO have executed this Agreement to be in effect as of the date last signed below.

By: _____
Executive Committee Chair
Western Riverside Council of Governments

Date: _____

By: _____
Mayor
City of Moreno Valley

Date: _____

By: _____
Legal Counsel

Date: _____

Western Riverside County's Proposed Regional Energy Efficiency and Water Conservation Program

Frequently Asked Questions

What is this Program? The goal of the Program is to offer low interest loans to approximately 13,500 homes and businesses in Western Riverside County for the purchase and installation of energy efficiency and water conservation improvements. Loans to property owners would be repaid over a period of years through voluntary annual assessments.

Why will a loan Program work? Many homeowners and businesses desire to retrofit older buildings in order to achieve energy efficiencies and lower related energy costs. Unfortunately, the up-front, one-time costs for installing these kinds of improvements are often an impediment to energy efficient retrofitting. This loan Program will remove this funding impediment, and allow for thousands of properties in one of the fastest growing areas in the United States to reduce energy use, improve home values, and create jobs.

Who will implement the Program? The Program will be administered by the Western Riverside Council of Governments (WRCOG). WRCOG is a joint powers authority consisting of each of the 16 cities in Western Riverside County, the County of Riverside, and the Eastern Municipal Water District and Western Riverside Water District. A regional approach to program implementation through WRCOG will provide for a consistent approach throughout Western Riverside County and achieve significant economies of scale as they relate to costs for staffing. As part of its responsibilities, WRCOG will develop the Program implementation / administration parameters, conduct energy and water surveys, develop Program outreach materials and campaign, develop and conduct training workshops, initiate loans and develop tracking and reporting mechanisms.

How will the Program work? This is a voluntary program. Willing property owners will apply for Program coverage, and describe the energy and/or water saving improvement(s) desired to be purchased and installed. If approved, WRCOG and the property owner will enter into an assessment contract, through which WRCOG will pay the up-front costs of the energy efficient improvements. WRCOG will place an assessment lien on the property, and the property owner will repay WRCOG for the improvements as part of an annual assessment on the property tax bill over a specified period of time.

What kinds of improvements qualify? WRCOG will work with member jurisdictions, water districts, and utilities to develop a listing of eligible projects that the loans will cover. Generally, these are improvements that would be considered as permanent fixtures to a property. These include, but are not limited to solar panels, heating and air conditioning systems, pool filtration equipment, windows and doors, and other investments that will significantly reduce energy use and, in many instances, pay for themselves over time through reduced utility bills.

Who qualifies to participate? Property owners may be individuals, associations, business entities, cooperatives, and virtually any owner paying real property taxes. Any residential, commercial, or industrial property owner in participating jurisdictions can participate in the program. In order to qualify, the property owner must: 1) Have clear title to the property; 2) Be current on property taxes; 3) Be current on mortgage payments; and 4) Request improvements that are reasonable both in cost, and in relation to the property value. Properties built prior to 2000 would most likely receive a larger return on energy efficient retrofit investments. In Western Riverside County, there are approximately 189,000 residential properties and 7,000 commercial properties that were constructed prior to 2000.



Member Jurisdictions / Agencies

County of Riverside

City of Banning

City of Beaumont

City of Calimesa

City of Canyon Lake

City of Corona

City of Hemet

City of Lake Elsinore

City of Menifee

City of Moreno Valley

City of Murrieta

City of Norco

City of Perris

City of Riverside

City of San Jacinto

City of Temecula

City of Wildomar

Eastern Municipal
Water District

Western Municipal
Water District

Western Riverside
Council of
Governments

4080 Lemon Street,
3rd Floor
Riverside, CA 92501
Phone: (951) 955-7985
Fax: (951) 787-7991
www.wrcog.cog.ca.us

Western Riverside County's Proposed Regional Energy Efficiency and Water Conservation Program

Frequently Asked Questions

What are the economic impacts? Using methodological information from the Obama Administration, it is estimated that implementing a \$300 million Program would create or retain an estimated 3,200 jobs in Western Riverside County.

What are the benefits to the Western Riverside County? In addition to significant jobs creation, the Program will also:

- Reduce/delay the need for costly infrastructure investments related to additional energy generation and transmission facilities;
- Reduce utility bills for thousands of property owners;
- Improve home and property values by upgrading buildings with energy efficient improvements;
- Position Western Riverside County as a leader in improving air quality and reducing greenhouse gas emissions via a coordinated, large-scale effort supported by jurisdictions in one of the fastest-growing regions in the United States.

What are the Program benefits to property owners?

- Provides no-money-down means of financing energy efficiency and conservation improvements;
- Provides a fixed-rate financing over a number of years;
- Provides financing without requiring a property appraisal;
- Provides an easy-to-understand and straightforward financing process;
- Provides residents and businesses access to financing that might not readily be available through traditional means, such as home equity loans;
- Removes the initial up-front costs from being a detriment to energy efficient retrofitting.

What would an average loan amount be? WRCOG estimates that average residential property loan will be \$17,500, and average commercial property loan will be approximately \$30,000.

What happens if a participant sells their property? The tax obligation will remain an obligation of the property when it is sold. If a participant sells a property prior to the end of the contract tax period, the new owner will assume the obligation as part of the annual tax obligation on that property. The energy systems are part of the property and ownership of the energy system will transfer to the new owner at the close of the real estate sale.

What are the loan terms? The loan terms can run 5, 10, 15, and 20 years. The terms will be based on the type and cost of improvements.

What is the interest rate? The interest rate for the Program will be determined once funding for the Program has been secured.

Does the Property still qualify for rebates or tax credits? Yes, rebates or other incentives that are received at the time of project completion or shortly thereafter (by either the property owner or the contractor) so as to reduce the costs of a project at the outset will not be included in the financing amount. Tax credits that may eventually be available to a property owner and would vary based on applicable tax bracket are not taken into account in determining the financing amount.



Member Jurisdictions / Agencies

County of Riverside

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City of Calimesa

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City of Corona

City of Hemet

City of Lake Elsinore

City of Menifee

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City of Murrieta

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City of Perris

City of Riverside

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City of Temecula

City of Wildomar

Eastern Municipal
Water District

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Western Riverside
Council of
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4080 Lemon Street,
3rd Floor
Riverside, CA 92501
Phone: (951) 955-7985
Fax: (951) 787-7991

Western Riverside County's Proposed Regional Energy Efficiency and Water Conservation Program

Frequently Asked Questions

How will the Program be funded? WRCOG is seeking a \$300 million loan from the federal government to spearhead the Program. The loan would be fully repaid.

What if the Special Tax or Assessment is not paid by the property owner? The Special Tax or Assessments, like other property taxes, will be secured by a lien on the property, which ranks senior to the first mortgage.

What about foreclosures? As WRCOG secures funding for the Program, 10% of these funds will be set aside in a reserve account that will be used to assist properties that fall behind on their tax bill for 6 to 12 months.

What happens if the mortgage company pays the property taxes? If the property owner has their mortgage company makes their tax payments, the property owner should advise the lender of the assessment on the property, so that the proper amount can be set aside for both the taxes and the assessment.

How do jurisdictions participate? A jurisdiction that wishes to participate in the program must notify WRCOG staff of its intent and approve a resolution and agreement authorizing WRCOG to implement the Program on their behalf. A copy of the draft agreement and resolution will be provided by WRCOG.

What level of involvement is required from the jurisdiction? After providing WRCOG with the appropriate notification to participate in the program, the only role of cities and counties will be to process the permits they require for the installation of the energy efficient equipment.



Member Jurisdictions / Agencies

County of Riverside

City of Banning

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City of Norco

City of Perris

City of Riverside

City of San Jacinto

City of Temecula

City of Wildomar

Eastern Municipal
Water District

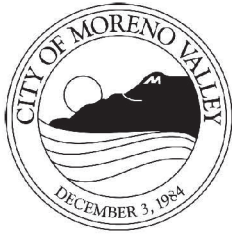
Western Municipal
Water District

*Western Riverside
Council of
Governments*

4080 Lemon Street,
3rd Floor
Riverside, CA 92501
Phone: (951) 955-7985
Fax: (951) 787-7991
www.wrcog.cog.ca.us

For more information, please contact Barbara Spoonhour, WRCOG Program Manager at (951) 955-8313 or by e-mail at spoonhour@wrcog.cog.ca.us.

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Ret</i>
CITY MANAGER	<i>WBS</i>

Report to City Council

TO: Mayor and City Council

FROM: Steve Elam, Financial & Administrative Services Director

AGENDA DATE: December 8, 2009

TITLE: SUPPLEMENTAL LAW ENFORCEMENT SERVICES FUND
EXPENDITURE PLAN FOR FY 2009-10

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the attached Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2009-10;
2. Approve an increase of \$23,729 to the SLESF Grant Fund FY 2009-10 revenue budget (account 130.1300.4611) to reflect the FY 2009-10 allocation of \$275,851; and
3. Approve an increase of \$23,729 to the SLESF Grant Fund FY 2009-10 expenditure budget (account 130.62890.6251.252) to reflect the FY 2009-10 planned expenditure of \$275,851.

BACKGROUND

The Supplemental Law Enforcement Services Fund (SLESF) provides funds to support frontline law enforcement services. Senate Bill 823 amended the Government Code Sections 30061 and 30063 to require that: "The city council shall appropriate existing and anticipated moneys exclusively to fund frontline municipal police services, in accordance with written requests submitted by the chief of police of that city or the chief administrator of the law enforcement agency that provides police services for that city." City Council's approval of the attached Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2009-10 will meet this requirement.

DISCUSSION

The City of Moreno Valley utilizes the SLESF grant to fund up to one (1) Career Criminal Apprehension Team (CCAT) Officer and one (1) Sheriff Service Officer (SSO). The City's FY 2009-10 SLESF allocation is \$275,851. This year's allocation will fund approximately .94 CCAT Officer and one (1) SSO. The General Fund will fund the remaining .06 CCAT Officer in its Special Enforcement Team (SET) budget.

Funding for the above positions was included in the FY 2009-10 budget using estimates based on the prior year SLESF allocation. Now that the actual allocation is known, staff is requesting the City Council to approve the expenditure plan and to adjust the FY 2009-10 SLESF budget.

ALTERNATIVES

1. Approve the attached Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2009-10 and related budgetary adjustments. **Staff recommends this alternative.**
2. Do not approve the attached Supplemental Law Enforcement Services Fund (SLESF) Expenditure Plan for FY 2009-10 and related budgetary adjustments. **Staff does not recommend this alternative as it would jeopardize SLESF funding and impact law enforcement services.**

FISCAL IMPACT

The recommended adjustments will increase the SLESF budgeted revenues and expenditures by \$23,729 as identified in the following table.

SLESF Grant Fund	FY 2009-10 Adopted Budget	FY 2009-10 Adjusted Budget	Increase (Decrease)
Grant Revenue	\$252,122	\$275,851	\$23,729
Expenditures	\$252,122	\$275,851	\$23,729

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.

SUMMARY

The California Government Code requires City Council's appropriation of Supplemental Law Enforcement Services Fund (SLESF) moneys for frontline municipal police services. Council's approval of the attached Supplemental Law Enforcement Services Fund Expenditure Plan for FY 2009-10 will meet this requirement. The budgetary adjustments being requested will increase to the current FY 2009-10 appropriations for both SLESF revenues and expenditures by \$23,729.

ATTACHMENTS/EXHIBITS

Supplemental Law Enforcement Services Fund Expenditure Plan 2009-10.

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Steve Elam
Financial & Administrative Services Director

Concurred By:
John Anderson
Chief of Police

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

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Budget Appropriation Adjustment Form



City of Moreno Valley
 14177 Frederick Street
 Moreno Valley, CA 92552
www.moval.org

1 Date:

November 19, 2009

 2 Department:

Financial & Administrative Svcs

 3 Division:

Financial Operations

4 **Type of Adjustment:**

- 5 A) New/Additional Appropriations (Expense) from Reserves/Fund Balance
 6 Required Signatures: 1: City Council
- 7 B) New/Additional Appropriations (Expense) with offsetting Revenue (no net budgetary impact).
 8 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager
- 9 C) Transfers between Funds & Departments (no net budgetary impact)
 10 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager
- 11 D) Transfers between Capital Improvement Plan (CIP) projects (no net budgetary impact)
 12 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager
- 13 E) Transfers between Division, Business Units & Object Codes within the same Department & Fund (no net budgetary impact)
 14 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director

Council Action Date

Council Action No.

15 Revenue Fund Balance

Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
00130	1300	4611	\$252,122	\$23,729	\$275,851	To increase the budget for SLESF grant revenues to reflect the FY 2009-10 allocation of \$275,851.
					\$0	
					\$0	
					\$0	
TOTAL			\$252,122	\$23,729	\$275,851	

22 **Expense**

Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
00130	62890	6251.252	\$252,122	\$23,729	\$275,851	To increase the SLESF expenditure budget to reflect the FY 2009-10 planned expenditure of \$275,851.
					\$0	
					\$0	
					\$0	
TOTAL			\$252,122	\$23,729	\$275,851	

29 **Transfer OUT (From)**

Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
		6923			\$0	
		6923			\$0	
TOTAL			\$0	\$0	\$0	

34 **Transfer IN (To)**

Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
		4701			\$0	
		4701			\$0	
TOTAL			\$0	\$0	\$0	

39 Prepared by: Requestor Dolly Gonzales Extension: 3063 Date: 11/19/09
 40 Authorization: Department Head _____ Extension: _____ Date: _____
 41 Approval as to Funds: Budget Officer _____ Extension: _____ Date: _____
 42 Authorization: Fin. & Admin. Svcs. Dir. _____ Extension: _____ Date: _____
 43 Authorization: City Manager _____ Extension: _____ Date: _____

Budget Appropriation Adjustment Form - page 2



City of Moreno Valley
 14177 Frederick Street
 Moreno Valley, CA 92552
www.moval.org

1 Date:

2 Department:

3 Division:

4 **Type of Adjustment:**

- 5 A) New/Additional Appropriations (Expense) from Reserves/Fund Balance
 6 Required Signatures: 1: City Council
- 7 B) New/Additional Appropriations (Expense) with offsetting Revenue (no net budgetary impact).
 8 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager
- 9 C) Transfers between Funds & Departments (no net budgetary impact)
 10 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager
- 11 D) Transfers between Capital Improvement Plan (CIP) projects (no net budgetary impact)
 12 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager
- 13 E) Transfers between Division, Business Units & Object Codes within the same Department & Fund (no net budgetary impact)
 14 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director

Council Action Date

Council Action No.

- 15 Revenue Fund Balance

16 Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
17					\$0	
18					\$0	
19					\$0	
20					\$0	
21					\$0	
22					\$0	
23					\$0	
24					\$0	
25					\$0	
26					\$0	
27					\$0	
28					\$0	
29					\$0	
30	TOTAL		\$0	\$0	\$0	

32 **Expense**

33 Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
34					\$0	
35					\$0	
36					\$0	
37					\$0	
38					\$0	
39					\$0	
40					\$0	
41					\$0	
42					\$0	
43					\$0	
44					\$0	
45					\$0	
46					\$0	
47	TOTAL		\$0	\$0	\$0	

Budget Appropriation Adjustment Form - page 3



City of Moreno Valley
 14177 Frederick Street
 Moreno Valley, CA 92552
www.moval.org

1 Date:

2 Department:

3 Division:

4 **Type of Adjustment:**

- 5 A) New/Additional Appropriations (Expense) from Reserves/Fund Balance
 6 Required Signatures: 1: City Council
- 7 B) New/Additional Appropriations (Expense) with offsetting Revenue (no net budgetary impact).
 8 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager
- 9 C) Transfers between Funds & Departments (no net budgetary impact)
 10 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager
- 11 D) Transfers between Capital Improvement Plan (CIP) projects (no net budgetary impact)
 12 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager
- 13 E) Transfers between Division, Business Units & Object Codes within the same Department & Fund (no net budgetary impact)
 14 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director

Council Action Date

Council Action No.

- 15 Revenue Fund Balance

16 Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
17					\$0	
18					\$0	
19					\$0	
20					\$0	
21					\$0	
22					\$0	
23					\$0	
24					\$0	
25					\$0	
26					\$0	
27					\$0	
28					\$0	
29					\$0	
30	TOTAL		\$0	\$0	\$0	

32 **Expense**

33 Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
34					\$0	
35					\$0	
36					\$0	
37					\$0	
38					\$0	
39					\$0	
40					\$0	
41					\$0	
42					\$0	
43					\$0	
44					\$0	
45					\$0	
46					\$0	
47	TOTAL		\$0	\$0	\$0	

Budget Appropriation Adjustment Form - page 4



City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552
www.moval.org

1 Date:	November 19, 2009
2 Department:	
3 Division:	

4 Type of Adjustment:

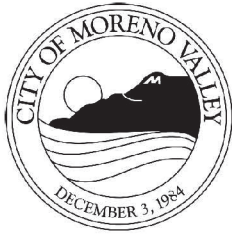
- 5 A) New/Additional Appropriations (Expense) from Reserves/Fund Balance
6 Required Signatures: 1: City Council
- 7 B) New/Additional Appropriations (Expense) with offsetting Revenue (no net budgetary impact).
8 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager
- 9 C) Transfers between Funds & Departments (no net budgetary impact)
10 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager Council Action Date
- 11 D) Transfers between Capital Improvement Plan (CIP) projects (no net budgetary impact)
12 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director 5: City Manager Council Action No.
- 13 E) Transfers between Division, Business Units & Object Codes within the same Department & Fund (no net budgetary impact)
14 Required Signatures: 1: Requestor 2: Dept. Head 3: Bdgt. Officer 4: FASD Director

15 Transfer OUT (From)

16 Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
17		6923			\$0	
18		6923			\$0	
19		6923			\$0	
20		6923			\$0	
21		6923			\$0	
22		6923			\$0	
23		6923			\$0	
24		6923			\$0	
25		6923			\$0	
26		6923			\$0	
27		6923			\$0	
28		6923			\$0	
29		6923			\$0	
30	TOTAL		\$0	\$0	\$0	

32 Transfer IN (To)

33 Fund	Program/ Business Unit	Account/ Object Code	Current Budget	Increase/ (Decrease)	Revised/ Budget	Justification/Reason for Budget Appropriation Adjustment
34		4701			\$0	
35		4701			\$0	
36		4701			\$0	
37		4701			\$0	
38		4701			\$0	
39		4701			\$0	
40		4701			\$0	
41		4701			\$0	
42		4701			\$0	
43		4701			\$0	
44		4701			\$0	
45		4701			\$0	
46		4701			\$0	
	TOTAL		\$0	\$0	\$0	



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RW</i>
CITY MANAGER	<i>WBS</i>

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Economic Development Director

AGENDA DATE: December 8, 2009

TITLE: PARTICIPATION AGREEMENT WITH FRAZEE INDUSTRIES, INC.

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council adopt Resolution No. 2009-118, a resolution of the City of Moreno Valley approving and authorizing a Participation Agreement with Frazee Industries, Inc.

BACKGROUND

The Centerpointe Business Park is a major employment area for Moreno Valley. Over the past few years, Centerpointe has been able to attract or expand businesses such as Serta Mattress, Minka Lighting, ResMed, Riverside County – Waste Management Division, Visterra Credit Union, and the U.S. Postal Service. Centerpointe Business Park is generally bounded by Heacock Avenue to the east, Cactus Avenue to the south, Frederick Street to the west and Alessandro Boulevard to the north.

Ridge Property Trust has created a master plan for Centerpointe Business Park that includes the development of nine buildings with a total of 2.24 million sq. ft., as well as an expansion opportunity to pursue an additional 780,000 sq. ft. with three more buildings. Ridge Property Trust is a major real estate investment trust, based in Chicago that is a leading developer of state-of-the-art warehouse distribution and manufacturing facilities throughout the United States. Ridge's development portfolio includes more than 125 million sq. ft. of institutional quality real estate across the U.S.

At the height of the real estate-development market, Ridge constructed five buildings on a speculative basis at Centerpointe, including the three buildings which are now occupied with ResMed, Minka, and the U.S. Postal Service Distribution Center. During the past 18 months, the remaining two buildings, including an 180,043 sq. ft. building,

have been aggressively marketed by Ridge and their real estate representatives. This building at the southwest corner of Brodiaea Avenue and Graham Street is situated to operate as a modern distribution center, but the location is also zoned to allow for a supplemental retail operation.

Ridge Property Trust and Frazee Industries, Inc. have negotiated and executed a lease that will allow Frazee Paint to relocate its west coast distribution center from San Diego to the Centerpointe location. The new Frazee Paint facility in Moreno Valley will be a distribution center and will NOT manufacture any paint products at this location. Within a few months of opening the new Moreno Valley facility, Frazee Paint will also look to establish a new retail component at the location that will act as a point of sale for retail transactions – thereby producing sales tax revenue.

Frazee Industries, Inc. is owned by the Comex Group, a large corporation headquartered in Mexico, and the company includes several other major brands of paint throughout the United States, Canada and Mexico. Previous to its acquisition by the Comex Group, Frazee Paint was part of Professional Paint, Inc. and brought over 100 years of expertise in the paint industry to Comex. Frazee Paint presently has 125 retail locations throughout California, Nevada and Arizona.

DISCUSSION

In looking for prospective businesses to locate in the Centerpointe Business Park, both the City and Ridge Property Trust seek out established companies searching for a strategic business location, along with the opportunity to generate new employment opportunities for the community. Clearly the industrial leasing market is a challenge now because of the economic downturn. As part of the transaction between Ridge Property Trust and Frazee Industries, Ridge has aggressively reduced the rent terms and will participate in financing tenant improvements for the new distribution center. To further assist in the economics of the opening of the facility in Moreno Valley, Frazee is looking to take advantage of \$107,000 in funding available through the City's new CDBG-Recovery program – which is part of the Federal government's stimulus program. This CDBG-R funding is targeted for job creation for new distribution and light manufacturing businesses located in the CDBG Target Area, which includes the Centerpointe Business Park.

The new Frazee Paint distribution center in Moreno valley will employ approximately 60 people, in two work shifts. Most of the employees will be new hires because of the relocation of the operation from San Diego. More jobs will be created when Frazee Paint adds the new retail component to the Moreno Valley location. When the economy sufficiently recovers, Frazee officials will also look to add another shift with about 40 more employees.

To assist in the opening of the new Frazee Paint operation in Moreno Valley, a Participation Agreement has been developed to establish a contractual relationship between the City of Moreno Valley and Frazee Industries, Inc. The Participation

Agreement, which was drafted by the City’s Special Legal Counsel, provides for the following major business points:

- Frazee shall enter into a binding Lease Agreement for a building in Moreno Valley’s Centerpointe Business Park.
- Frazee shall open a new distribution center facility in Moreno Valley.
- Frazee shall agree to create 5 new full-time (or part-time equivalent) jobs for low to moderate income persons consistent with CDBG requirements.
- Frazee shall receive a payment of \$105,000 from the City’s CDBG-Recovery Budget for Job Creation for new Distribution and Light Manufacturing Businesses.
- Frazee shall agree to a 3-year Operating Covenant and to maintain the low and moderate jobs for this period of time.

ALTERNATIVES

1. Approve the Participation Agreement supporting the City’s assistance in the opening of the new Frazee Paint facility.
2. Reject or pursue modification in the terms of the Participation Agreement. Supporting this alternative could hinder the timing or ability to open the Frazee Paint facility in Moreno Valley.

FISCAL IMPACT

The opening of the new Frazee Paint distribution center will help occupy an unused building in a major business park in Moreno Valley, along with creating new employment opportunities and future sales tax revenue for the City. The financial assistance for the project will be from the City’s established CDBG-Recovery Program.

<u>Fund</u>	<u>Business Unit Name</u>	<u>Amount</u>
199	Economic Incentive-Distribution/Manufacturing Business CDBG-R 19910.6849.003	\$107,000

ATTACHMENTS/EXHIBITS

- ATTACHMENT 1: Participation Agreement
 ATTACHMENT 2: Resolution of the City of Moreno Valley

Prepared By:
 Barry Foster
 Economic Development Director

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

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ATTACHMENTS

Attachment No. 1	Site Plan of the Frazee Facility
Attachment No. 2	Annual Compliance Report
Attachment No. 3	Roles to Ensure Low to Moderate Income Benefit
Attachment No. 4	Summary of HUD Requirements for CDBG Economic Development Activities
Attachment No. 5	Operator Certificate
Attachment No. 6	Schedule of Performance

PARTICIPATION AGREEMENT

By and Between the

CITY OF MORENO VALLEY

and

FRAZEE INDUSTRIES, INC.
a Delaware corporation

PARTICIPATION AGREEMENT

This **PARTICIPATION AGREEMENT** (the “Agreement”) is entered into as of December 8, 2009, by and between the **CITY OF MORENO VALLEY**, a municipal corporation (the “City”), and **FRAZEE INDUSTRIES, INC.**, a Delaware corporation doing business in California (the “Operator”).

RECITALS

The following recitals are a substantive part of this Agreement:

A. In furtherance of the objectives of the Housing and Community Development Act of 1974, as amended (the “Act”) as well as regulations promulgated thereunder, the Operator and the City desire that the Operator open a distribution facility within the corporate limits of the City of Moreno Valley (the “City Area”) operating under the trade name Frazee Paint and that, as part of Operator’s activities, a minimum number of full time (or composite full time) jobs, starting at not less than five (5) employees, be created within the City to be held by or made available to low- or moderate-income persons.

B. Operator through the operation of the distribution of paint, painting supplies and construction supplies within the City Area will help stimulate the local economy and address the goals and obligations of the City’s CDBG-Recovery Program as approved by the Department of Housing and Urban Development (“HUD.”)

C. Operator has determined a suitable location within the City Area for a distribution facility to be operated under the trade name Frazee Paint.

D. Operator has been provided with, has reviewed and agreed that its receipt of payments from the City under this Agreement is subject to the “Annual Compliance Report” (Attachment No. 2 to this Agreement), the “CDBG Regulations”, as defined below and as amplified by the “Roles to Ensure Low and Moderate Income Benefit” (Attachment No. 3 to this Agreement) and “Summary of HUD Requirements for CDBG Economic Development Activities” (Attachment No. 4 to this Agreement), and the remainder of this Agreement.

E. The City is authorized to undertake activities and expend moneys pursuant to and in implementation of the CDBG Regulations.

F. The operations as required to be accomplished under this Agreement are in the vital and best interest of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws.

NOW, THEREFORE, the City and the Operator hereby agree as follows:

100. DEFINITIONS.

“*Adverse Litigation*” means any litigation (including without limitation the filing of a claim) concerning (i) the Agreement, (ii) the subject matter of the Agreement, or (iii) the land use approvals, zoning classifications, or environmental process with respect to the Designated Site, the Agreement, or the activities to be undertaken by the Operator under the Agreement, which, in the opinion of

Operator or City, will have a material adverse effect on the ability of either party to perform its obligations under this Agreement or to realize the intended benefits of this Agreement.

“*Agreement*” means this Participation Agreement by and between the City and the Operator.

“*Annual Compliance Report*” means a report to be provided once a year by the Operator (as of March 1, commencing March 1, 2010, for the preceding calendar year) in the form of Attachment No. 2.

“*Annual Period*” means that three hundred sixty five (365) day period commencing as of the Opening and ending the day prior to the anniversary of the Opening, and each succeeding three hundred sixty five (365) day period (or for a leap year, a three hundred sixty six (366) day period).

“*Authorizing Business Entity*” means Ridge Moreno Valley, LLC, a Delaware limited liability company.

“*Best Knowledge*” is defined in Section 208.1 hereof.

“*Certificate Condition*” is defined in Section 401.2 hereof.

“*City*” means the City of Moreno Valley, a municipal corporation.

“*City Manager*” means the City Manager of the City or his designee.

“*City Payment*” means the payment of the Payment Amount by the City in accordance with the terms of this Agreement.

“*CDBG Regulations*” means those regulations (concerning Community Development Block Grants) set forth at 24 CFR 570, including without limitation those regulations referenced therein.

“*Conditions Precedent to Payment*” is defined in Section 403 hereof.

“*Conforming Activities*” means the operation of a distribution facility in a Conforming Facility under the trade name Frazee Paint, which distributes paint, painting supplies and construction supplies.

“*Conforming Facility*” means a building consisting of not less than one hundred fifty thousand (150,000) square feet gross leasable area and adjacent parking spaces (or rights to use such spaces) as required by the City in connection with its customary planning process which includes improvements sufficient for the conduct of the distribution of paint and other construction supplies, which improvements are to be located at the Designated Site in conformity with the Site Plan of the Frazee Facility.

“*Continuous Operation Condition*” is defined in Section 401.2 hereof.

“*County*” shall mean the County of Riverside, California.

“*Date of Agreement*” means December 8, 2009.

“*Deadline*” means the ninetieth (90th) day following the Date of Agreement.

“*Default*” means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 601 hereof.

“*Designated Site*” means a parcel of land within the City Area to be designated by Operator as provided in Section 401 of this Agreement.

“*Designated Trade Name*” means “Frazee Paint” or another trade name that is approved by the City in its discretion.

“*Fee Condition*” is defined in Section 401.2.

“*Governmental Requirements*” means each and every law, ordinance, statute, code, rule, regulation, order, and decree of the United States, the state, the County, the City, or any other political subdivision in which the Designated Site is located, and of any other political subdivision, agency, or instrumentality exercising jurisdiction over the Operator or the Designated Site.

“*Improvements*” means all improvements present on the Designated Site as of the Date of Agreement or thereafter undertaken on the Designated Site.

“*Municipal Code*” means the City of Moreno Valley Municipal Code.

“*Notice*” shall mean a notice in the form prescribed by Section 601 hereof.

“*Opening*” means the opening for business of a distribution facility consisting of not less than One hundred fifty thousand (150,000) square feet gross leasable area operating under the Designated Trade Name.

“*Operating Covenant Period*” means a thirty-six (36) month period commencing with the later of (i) the Opening or (ii) the time set forth in the Schedule of Performance for the scheduled Opening (namely, June 1, 2010).

“*Operator*” means Frazee Industries, Inc., a Delaware corporation doing business in California.

“*Operator Certificate*” means Attachment No. 5 to this Agreement.

“*Payment Amount*” or “*Maximum Payment Amount*” means the sum of One Hundred Seven Thousand Dollars (\$107,000.00).

“*Performance Conditions*” means all of the following: the Fee Condition; the Indemnification Condition; the Certificate Condition; the Continuous Operation Condition; and the Annual Report Condition. Each of the foregoing “Conditions” as so enumerated within this definition of Performance Conditions is defined in Section 401.2 hereof.

“*Qualifying Employee(s)*” is defined as follows: the number of persons constituting Qualifying Employees during any Annual Period shall equal the sum of (i) the number of “Full Time Employees” for such Annual Period plus (ii) the number of “Composite Full Time Employees” for such Annual Period, calculated in accordance with the following:

(a) In order to qualify as a Full Time Employee of Operator for the applicable Annual Period, a person must be a salaried or hourly employee who is employed at the Designated Site not less than forty (40) hours per week for not less than fifty (50) weeks, with such fifty two (52) week calculation to be inclusive of vacations, holidays, disability leaves required pursuant to state law, sick leave and similar benefits generally afforded employees generally deemed to be full time employees by prevailing community standards during the corresponding Annual Period. An employee who is terminated during any Annual Period, and the employee who replaces such terminated employee in such position, shall be aggregated for purposes of the foregoing calculation. The Operator shall provide substantiation to the City Manager (or his designee) as to replacement of terminated employees, and the City Manager (or his designee) shall in good faith review whether the employees involved are countable for purpose of the foregoing calculation.

(b) For purposes of this Agreement, one Composite Full Time Employee shall be deemed to exist for each two thousand (2,000) hours worked per Annual Period, not inclusive of vacations, holidays, disability leaves, sick leaves, or similar benefits, performed by part time employees (other than qualifying Full Time Employees), contract employees, independent contractors, or temporary personnel (collectively, "Part Time Employees") at the Designated Site.

Hours worked in one Annual Period shall be countable only with respect to that Annual Period and cannot be carried forward or carried back to be applied as to a different Annual Period.

"*Required Period*" means that period commencing as of the Date of Agreement and continuing until the third (3rd) anniversary of the Opening.

"*Schedule of Performance*" means that Schedule setting forth the times by which each action must be completed pursuant to this Agreement, as set forth in Attachment No. 6, attached hereto and incorporated herein.

"*Site Plan of the Frazee Facility*" means Attachment No. 1.

"*Special Fund*" means a fund or account that City will maintain and which will be funded only with moneys granted by the United States Government under the Act (and, particularly, under the CDBG program).

"*Targeted Income Groups*" means very low-, low- and moderate-income households (as defined under Health and Safety Code Sections 50105, 50079.5 and 50093) residing in the City. Data changes annually concerning the income limits for such households; figures will be available from the City within a reasonable time following receipt of request therefor from the Operator.

200. REPRESENTATIONS AND WARRANTIES.

201. **City Representations.** City represents and warrants to Operator as follows:

(a) **Authority.** City is a municipal corporation organized and existing under the laws of the State of California, which has been authorized to transact business pursuant to action of the City Council. The City has full right, power and lawful authority to execute, perform, and deliver this Agreement, and the execution, performance, and delivery of this Agreement by City has been fully authorized by all requisite actions on the part of City. The parties who have executed this Agreement on behalf of City are authorized to bind City by their signatures hereto.

(b) **No Conflict.** To the best of City's knowledge, City's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which City is a party or by which it is bound.

(c) **No City Bankruptcy.** City is not the subject of a bankruptcy proceeding.

202. **Operator Representations.** Operator represents and warrants to City as follows:

(a) **Authority.** Operator is a duly organized Delaware corporation that is doing business in California, is authorized to do business in California and is in good standing under the laws of the State of California. Operator has full right, power and lawful authority to purchase or lease and accept possession of property within the City Area, including the Designated Site and undertake all obligations as provided herein and the execution, performance and delivery of this Agreement by Operator has been fully authorized by all requisite actions on the part of the Operator in conformance with the Governmental Requirements. The parties who have executed this Agreement on behalf of Operator are authorized to bind Operator by their signatures hereto.

(b) **Litigation.** To the best of Operator's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings pending against Operator, or affecting its ability to acquire ownership of or a leasehold interest as to the Designated Site or any portion thereof, at law or in equity before any court or governmental agency, domestic or foreign, which in any way would have a material effect on Operator's ability to perform its obligations under this Agreement.

(c) **No Conflict.** To the best of Operator's knowledge, Operator's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Operator is a party or by which it is bound.

(d) **No Operator Bankruptcy.** Operator is not the subject of a bankruptcy proceeding.

(e) **Operator Experience; Sophisticated Party.** The Operator is a sophisticated party, with substantial experience in the acquisition, development, obtaining financing for, and the operation of distribution facilities, and with the negotiation, review, and preparation of agreements and other documents in connection with such activities. The Operator is familiar with and has reviewed all laws and regulations pertaining to the operation of a Conforming Facility under this Agreement, as well as the Summary of HUD Basic Requirements for CDBG Economic Development Activities.

300. OPERATION IN CONFORMITY WITH LAW; INSURANCE AND INDEMNITY.

301. **Indemnity.** The Operator shall defend (by counsel satisfactory to City), indemnify and save and hold harmless City and its officers, contractors, agents and employees from and against all claims, damages, demands, actions, losses, liabilities, costs and expenses including, without limitation, attorneys' fees and court costs (all of the foregoing are collectively, "Claims") to the extent arising from or relating to: (i) Operator's breach of this Agreement; (ii) a Claim, demand or cause of action that any person has or asserts against Operator; (iii) any act or omission of Operator, any contractor, subcontractor or material supplier, engineer, architect or other person retained or

employed by Operator with respect to the Designated Site; or (v) Operator's ownership, occupancy or use of the Designated Site; provided, however, that the indemnification obligations provided in this Section 301 shall not apply to any claim to the extent arising out of the negligent acts or omissions of City and not caused or contributed to by the Operator. Operator's obligations under this Section 304 shall survive the termination of this Agreement.

If the Operator defaults under the terms of this Agreement and such default remains uncured after the City has given Operator written notice thereof as set forth in Section 500, the Operator agrees to reimburse the City immediately upon written demand for all costs reasonably incurred by the City (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants, whether the same are independent contractors or employees of City) in connection with the enforcement of the Agreement, including the attachments thereto, and all related matters including the following: (a) the City's commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to this Agreement, and (b) all claims, demands, causes of action, liabilities, losses, commissions and other costs against which the City is indemnified under this Agreement.

The Operator shall indemnify the City from any real estate commissions or brokerage fees which may arise from this Agreement or the Designated Site. The Operator agrees to hold the City harmless from any claim by any broker, agent or finder in connection with this Agreement, the activities by the Operator and/or the Designated Site.

Operator agrees that no displacement of another person or business shall be effected in connection with the selection of a Designated Site by the Operator or Operator's siting of a store at the Designated Site. Operator agrees to and shall defend, indemnify and hold harmless City from and against any claim, loss, suit or demand in connection with any claim for relocation assistance based upon the displacement of a person or business from the Designated Site occurring prior to and in connection with the selection of the Designated Site by the Operator.

302. **Compliance With Laws.** Operator shall carry out the design, construction and development of improvements, if any, and the conduct of uses on the Designated Site in conformity with all applicable laws, including without limitation the Act, City zoning and development standards, building, plumbing, mechanical and electrical codes, and all applicable disabled and handicapped access requirements, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, and Civil Code Section 51, *et seq.*, and, to the extent applicable, Labor Code Section 1720(b)(3) and all Governmental Requirements. The City makes no representations or warranties whatsoever with respect to the applicability of the foregoing prevailing wage and public works requirements, and the Operator shall make its own determination as to such applicability. Operator shall indemnify City for any liability associated with the payment of prevailing wages for any work on the Designated Site.

The Operator does hereby and shall indemnify and hold City harmless from and against any and all claims, demands, causes of action, obligations, damages, liabilities, costs and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by City to the extent arising out of Operator's compliance with or failure to comply with applicable laws, including all applicable federal and state labor standards including without limitation the requirements of Labor Code Section 1720; provided, however, that the indemnification obligations provided in this

Section 302 shall not apply to any claim to the extent arising out of the negligent acts or omissions of City and not caused or contributed to by the Operator.

Before commencement of construction of any improvement upon the Designated Site or otherwise within the corporate limits of the City, Operator shall, at its own expense, secure or cause to be secured any and all land use and other entitlements, permits, and approvals which may be required for such improvements by the City or any other governmental agency affected by or having jurisdiction over such construction or work. Operator shall, without limitation, apply for and secure, and pay when due all costs, charges and fees associated therewith, all permits and fees required by the City, County of Riverside, and other governmental agencies with jurisdiction over such improvements. Execution of this Agreement does not constitute the granting of or a commitment to obtain or to assist in obtaining any required land use entitlements, or approvals required by the City. Operator's obligations under this Agreement including without limitation acquisition (by purchase or lease) and, if applicable, the making of improvements at the Designated Site is expressly conditioned upon the issuance of each permit required by the City, County of Riverside or other governmental agencies and the grant of all approvals and entitlements required for development of the Designated Site as contemplated under this Agreement.

303. **Insurance.** Prior to the disbursement of any moneys by the City to the Operator and continuing throughout the Operating Covenant Period, the Operator shall maintain at Operator's sole expense (or, if Operator is leasing the Designated Site, the lessor may provide) the following policies of insurance in form and substance reasonably satisfactory to the City:

(i) workers' compensation insurance and any other insurance required by law in connection with construction, if any, performed on the Designated Site (to be in effect only while work is being performed on the Designated Site);

(ii) fire and hazard "all risk" insurance covering 100% of the replacement cost of the improvements at the Designated Site in the event of fire, lightning, windstorm, vandalism, earthquake, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Designated Site is located (including loss by flood if the Designated Site is in an area designated as subject to the danger of flood);

(iii) public liability insurance in no event less than \$2,000,000 for "single occurrence;"

(iv) property damage insurance in no event less than \$2,000,000;
and

All such insurance shall provide that it may not be canceled or materially modified without 30 days prior written notice to City. The policies required under subparagraph (b) shall designate City as an additional insured and loss payee. City shall be an additional insured in the policies required under subparagraph (d). Certificates of insurance for the above policies (and/or original policies, if required by City) and endorsements shall be delivered to City from time to time within 10 days after demand therefor. No less than thirty (30) days prior to the expiration of each policy, Operator shall deliver to City evidence of renewal or replacement of such policy reasonably satisfactory to the City Manager.

(b) Coverage provided hereunder by Operator shall be primary insurance and not be contributing with any insurance maintained by City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of the City. All policies shall be written by good and solvent insurers qualified to do business in California and shall have a policyholder's rating of A or better in the most recent edition of "Best's Key Rating Guide -- Property and Casualty." The required certificate shall be furnished by Operator at the time set forth herein. The Operator's obligation to maintain insurance under this Section 303 may be satisfied by appropriate amendment, rider or endorsement to any blanket policy or policies carried by the Operator (or policies or amendments, riders or endorsements by a lessor, if the Operator is leasing the Designated Site), and the Operator shall have the option to include a self-insured deductible for which it shall assume full responsibility so long as the Operator maintains a combined net worth of Fifty Million Dollars (\$50,000,000.00).

(c) The Operator hereby waives all rights to recover against City (or any officer, employee, agent or representative of City) for any loss incurred by Operator from any cause insured against or required by this Agreement to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. Operator shall use its best efforts to obtain only policies which permit the foregoing waiver of subrogation.

304. **Nondiscrimination in Employment; Efforts to Employ Persons of Targeted Income Groups.** The Operator certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, ancestry, national origin, sex, sexual orientation, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability.

Operator shall recruit and use best efforts to maximize the hiring of personnel for its distribution facility to be established under this Agreement in the City Area from members of the Targeted Income Groups.

305. **Taxes and Assessments.** Throughout the Operating Covenant Period, Operator shall pay (or the Authorizing Business Entity or lessor shall pay) prior to delinquency all ad valorem real estate taxes and assessments on the Designated Site. Operator shall remove or shall have caused to be removed any levy or attachment made on the Designated Site or any part thereof which is owned or leased by Operator, or assure the satisfaction thereof within a reasonable time, but in no event to exceed sixty (60) days. The Operator shall additionally defend, indemnify, and hold harmless the City from and against any taxes, assessments, mechanic's liens, claims of materialmen and suppliers, or other claims by private parties to the extent arising out of (a) activities undertaken by the Operator or (b) the Designated Site.

400. CONSIDERATION FOR AGREEMENT; CITY CONTINGENT PAYMENTS.

401. Operator Consideration.

401.1 **Timing for Satisfaction of Conditions.** As consideration for the City to enter into this Agreement, the Operator agrees to satisfy the Conditions Precedent to Payment by the time established therefor in the Schedule of Performance, and to annually thereafter satisfy the Performance Conditions on a continuous basis throughout the Operating Covenant Period. The

Operator further agrees to operate, maintain and use the Designated Site in conformity with this Agreement. The Operator assumes all responsibility for any costs to perform under this Agreement.

Within thirty (30) days after the Conditions Precedent to Payment have been satisfied (immediately following the approval of this Agreement), as such satisfaction is determined in good faith by the City Manager, City will disburse to Operator from moneys in the Special Fund the Payment Amount.

401.2 **Performance Conditions.** Operator shall continuously operate Conforming Activities in a Conforming Facility commencing with the Opening and continuing throughout the Operating Covenant Period. In addition to the foregoing, Operator shall use diligent efforts to recruit and hire as employees members of the Targeted Income Groups, and shall cooperate with the City in connection therewith. The obligations as set forth in this paragraph shall hereinafter be referred to as the “Continuous Operation Condition.”

The performance by the Operator shall additionally include: (i) the satisfaction of the Conditions Precedent to Payment; (ii) the payment in full of all City fees and/or business licenses payable in respect to the operation of the Conforming Activities (the “Fee Condition”); (iii) provision of defense, indemnification, assumption of responsibility for, and provision of insurance as required pursuant to Sections 303 and 304 of this Agreement (the “Indemnification Condition”); and (iv) filing of the Annual Compliance Report for the corresponding calendar year by the time set forth therefor herein (the “Annual Report Condition”). The Operator shall, as provided in this Agreement, provide its certification in connection with the satisfaction of the foregoing Conditions in the form of the Operator Certificate, and thereafter on an annual basis, on that date which precedes by thirty (30) days the last date of each Annual Period, the Operator shall so submit the Operator Certificate until the last day of the Required Period, and during such period shall provide such additional information with respect to any of such matters as the City Manager or his designee shall reasonably determine to be necessary or convenient in connection with the review of the Operator Certificate(s) (the “Certificate Condition”). All of the Conditions set forth in this Section 401.2 together constitute the Performance Conditions.

402. **City Contingent Financial Participation.** Payment of the Payment Amount shall be subject to satisfaction of the Conditions Precedent to Payment and, to the extent applicable as of payment of the Payment Amount, the Performance Conditions have been and remain satisfied as of the time such payment is otherwise due and payable; the City shall disburse to the Operator the City Payment following the Opening within thirty (30) calendar days after the City Manager receives satisfactory substantiation that the Conditions Precedent to Payment (including, to the extent applicable as of the payment of the Payment Amount, the Payment Conditions) have been satisfied. The source of payments and the obligation to make payment shall be moneys in the Special Fund; provided that City may provide payment from any other City funding source deemed appropriate by City. Payment by the City is subject to the reasonable satisfaction of the City Manager that the Conditions Precedent to Payment were satisfied and that there are no uncured defaults which occur prior to the making of payment. Operator Certificates shall be submitted to the City to the attention of its City Manager at the address set forth in Section 701 hereof. No interest shall accumulate as to any amounts which are or may become payable to the Operator.

The City shall not provide any moneys pursuant to this Agreement other than those payments provided for in this Section 402. Further, no pledge is made or lien priority established by this Section 402.

403. **Conditions Precedent to Payment.** The City shall pay the Payment Amount to Operator within thirty (30) calendar days following the date on which all of the following conditions precedent have been and remain satisfied:

(a) the Operator provides to the City Manager evidence reasonably satisfactory to the City Manager that: (i) Operator has entered into a binding agreement with the Authorizing Business Entity to operate a distribution facility; (ii) Operator has acquired real property within the City Area or has entered into a lease of existing, improved premises that constitutes a Conforming Facility for a term of not less than thirty-six (36) months; (iii) the Opening of a Conforming Facility has occurred within the City Area with the approval of the Authorizing Business Entity operating under the Designated Trade Name; (iv) Operator has made diligent efforts to recruit and hire as its employees members of Targeted Income Groups; and (v) Operator employs at the Designated Site not less than five (5) Qualifying Employees;

(b) Operator delivers to the City Manager or his designee a certificate substantially in the form of the Operator Certificate, duly executed with the attachments prescribed pursuant to this Agreement;

(c) all property taxes, assessments and business license fees for or with respect to the Designated Site have been paid and are not delinquent;

(d) there exists no Default, as defined in Section 601 of this Agreement;
and

(e) Operator has delivered to City all documents, instruments, policies, and forms of evidence or other materials required to be provided to City hereunder and as may be reasonably requested by City under the terms of this Agreement

(f) Operator provides evidence reasonably satisfactory to the City Manager demonstrating that the Conforming Facility is operating on the Designated Site in conformance with this Agreement and as a distribution facility for products marketed under the Designated Trade Name;

The foregoing conditions lettered (a) to (g), inclusive, shall collectively constitute the “Conditions Precedent to Payment.”

The Operator agrees that, in the event the Operator ceases to operate the Conforming Activities on the Designated Site during the Operating Covenant Period, or if this Agreement is terminated by the City based upon the default or failure to satisfy conditions by the Operator, then no additional or future payments shall be made by the City pursuant to Section 402 of this Agreement.

404. **Brokers.** The City shall not be liable for any real estate commissions or brokerage fees which may arise herefrom. The Operator represents and warrants that it has not engaged the services of any agents, brokers, or finders in connection with this Agreement, and assumes all responsibility for any remuneration payable to any agents, brokers, or finders in connection with this Agreement.

500. COVENANTS AND RESTRICTIONS.

501. **Use Covenants.** The Operator will use the Conforming Facility as a packaging, mixing, tinting, distribution and storage facility for paint, painting supplies and other construction supplies, coatings, coating products, and intends to distribute and sell paint, painting supplies, coatings, coating products and other construction supplies and related administrative offices at the Designated Site under the Designated Trade Name. The Operator shall operate on the Designated Site only Conforming Activities, which shall include a physical facility which includes improvements conforming in all respects to all applicable regulations of federal, state and local agencies regulating the establishment or operations of such facilities. The Operator covenants and agrees that the Operator and any successors and assignees, shall on a continuous basis throughout the Operating Covenant Period: (i) devote the Designated Site to the uses specified in this Section 501 of this Agreement; (ii) operate on the Designated Site a Business devoted to the operation of Conforming Activities under the Designated Trade Name and (iii) execute and deliver to the City an Operator Certificate prior to each payment by the City.

The Operator shall carry out all of its undertakings pursuant to this Agreement in conformity with all applicable laws, the Summary of HUD Federal Requirements for CDBG Economic Development Activities and the CDBG Regulations. The Operator covenants to operate on the Designated Site only Conforming Activities for a period of not less than the Required Period; this covenant is made for the benefit of the City.

In addition, Operator covenants that there shall be no discrimination contrary to the Summary of HUD Federal Requirements for CDBG Economic Development Activities or the CDBG Regulations.

In addition, continuing throughout the remainder of the Required Period, all uses conducted on the Designated Site, including, without limitation, all activities undertaken by the Operator pursuant to this Agreement, shall be Conforming Activities and shall conform to all applicable provisions of the Municipal Code. The Operator on behalf of itself and its successors, assigns, and each successor in interest to the Designated Site or any part thereof, hereby covenants and agrees:

(a) To use, devote, and maintain the Designated Site and each part thereof, for the purposes and the uses specified in the Municipal Code of the City, all applicable laws, the Summary of HUD Federal Requirements for CDBG Economic Development Activities and the CDBG Regulations.

(b) To maintain the improvements and landscaping on the Designated Site in conformity to all applicable laws and to keep the Designated Site free from any accumulation of debris and waste materials (or, if Operator leases the Designated Site, to provide such maintenance or require that the lessor provide such maintenance).

(c) To operate on the Designated Site only Conforming Activities.

600. DEFAULTS AND REMEDIES.

601. **Default Remedies.** Subject to the extensions of time set forth in Section 702 of this Agreement, failure by any party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter,

constitutes a “Default” under this Agreement. A party claiming a Default shall give written notice of Default to the other parties specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within thirty (30) days from receipt of such notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence. In the event of the Operator’s Default of the operating covenant, the sole remedy of the City shall be suspension or at City’s election to terminate payment of the amounts payable to Operator under this Agreement and/or to seek recovery of amounts previously paid.

602. **Institution of Legal Actions.** In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, any party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California.

603. **Termination by the Operator.** The Operator shall not have the right to terminate this Agreement, except as otherwise specified in this Section 603. Upon the City’s Default of its obligations under this Agreement and failure to cure such Default within the time specified in Section 601, then, subject to the provisions of Section 602 above, this Agreement and any rights hereunder shall, at the option of the Operator, be terminated by Operator by Notice thereof to the City. Operator shall also have the option to terminate this Agreement on or before September 1, 2010 (unless such date is extended by mutual consent of the parties), if on or before September 1, 2010 (or the date as extended by mutual consent of the parties): (i) Operator is unable to acquire title or a leasehold interest in the Designated Site; or (ii) the City fails to make one or more payments as provided under this Agreement. From the date of Notice of Termination of this Agreement by Operator to the City and thereafter, this Agreement shall be deemed terminated and there shall be no further rights or obligations between the parties.

604. **Termination by City.** In the event that, prior to the time established in the Schedule of Performance for the satisfaction of the Conditions Precedent to Payment:

- (a) Operator (or any successor in interest) assigns this Agreement or any rights herein or with respect to the Designated Site to any third party other than an Affiliate in violation of this Agreement and fails to cure such default within the time set forth in Section 601 hereof; or
- (b) Operator does not fulfill one or more of the Conditions Precedent to Payment in accordance with the Schedule of Performance and such failure is not caused by City; or
- (c) On or before the Deadline, Adverse Litigation is pending; or
- (d) Operator is otherwise in default of this Agreement and fails to cure such default within the time set forth in Section 601 hereof;

then this Agreement and any rights of the Operator or any assignee or transferee with respect to or arising out of the Agreement, shall, at the option of City, be terminated by City by Notice thereof to the Operator. From the date of the Notice of termination of this Agreement by City to the Operator

and thereafter this Agreement shall be deemed terminated, and there shall be no further rights or obligations between the parties, except that City may pursue any remedies it has hereunder.

605. **Acceptance of Service of Process.** In the event that any legal action is commenced against the City, service of process on the City shall be made by personal service upon the City Clerk or in such other manner as may be provided by law. In the event that any legal action is commenced against the Operator, service of process on the Operator shall be made in such manner as may be provided by law and shall be effective whether served inside or outside of California.

606. **Rights and Remedies Are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party.

607. **Inaction Not a Waiver of Default.** Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

608. **Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

700. GENERAL PROVISIONS.

701. **Notices, Demands and Communications Between the Parties.** Any approval, disapproval, demand, document or other notice (“Notice”) which a party hereto may desire to give to another party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To City: City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805
Attention: Economic Development Director

To Operator: Frazee Industries, Inc.
Attention: Michael Hawley, Vice President
6625 Miramar Road
San Diego, California 92121-2508

Any written notice, demand or communication shall be deemed received immediately upon receipt; provided, however, that refusal to accept delivery after reasonable attempts thereto shall constitute receipt. Any notices attempted to be delivered to an address from which the receiving party has moved without notice shall be deemed to be effective on the fifth (5th) day from the date of the attempted delivery or deposit in the United States mail.

702. **Enforced Delay; Extension of Times of Performance.** In addition to specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; acts or omissions of another party, or acts or failures to act of the City or any other public or governmental agency or entity. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of City and Operator. The City Manager shall have the authority to approve on behalf of City, extensions of time not to exceed a cumulative total of one hundred eighty (180) days. Notwithstanding any provision of this Agreement to the contrary, the Operator is not entitled pursuant to this Section 702 to an extension of time to perform because of the failure to obtain any approvals of third parties for sales or exchanges of property or the failure of Operator to open a Conforming Facility within the City Area; and no rights with respect to entitlements as to any property or with respect to agreements, if any, with City as to other properties.

703. **Transfers of Interest in Agreement or of Designated Site.** The qualifications and identity of the Operator are of particular concern to the City. It is because of those qualifications and identity that the City has entered into this Agreement with the Operator. For the period commencing upon the Date of Agreement and until the end of the Operating Covenant Period, no voluntary or involuntary successor in interest of the Operator shall acquire any rights or powers under this Agreement, nor shall the Operator make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Designated Site or the development thereon without prior written approval of City, except as expressly set forth in this Section 703. Provided that in the event of a transfer that has not been approved in writing by the City, the sole remedy of the City shall be suspension or at City's election termination of payments otherwise required to be made by City pursuant to this Agreement. City shall not unreasonably withheld its consent to the assignment by Operator hereunder of its rights under this Agreement to any entity which controls, is controlled by, or is under common control with Operator ("Affiliate"); provided that in no event shall Operator be released of its obligations hereunder.

704. **Provision of Information; Inspection of Books and Records.** The City shall have the right at all reasonable times during the Required Period to inspect the books and records of the Operator as reasonably necessary to determine compliance with this Agreement; the Operator agrees to make such records available to the City as deemed reasonably necessary by the City, at least annually and additional upon request therefor by the City, to verify compliance with the terms of this Agreement.

705. **Non-Liability of Officials and Employees of City.** No member, official, officer or employee of the City shall be personally liable to the Operator, or any successor in interest, in the

event of any Default or breach by the City or for any amount which may become due to the Operator or their respective successors, or on any obligations under the terms of this Agreement.

706. **Relationship Between City and Operator.** It is hereby acknowledged that the relationship between the City and the Operator is not that of a partnership or joint venture and that City and the Operator shall not be deemed or construed for any purpose to be the agent of the other (excepting that the Operator shall each be deemed to be the agent for the other). Accordingly, except as expressly provided in this Agreement, including the Attachments hereto, the City shall not have any rights, powers, duties or obligations with respect to the Designated Site.

707. **City Approvals and Actions.** Whenever a reference is made herein to an action or approval to be undertaken by the City, the City Manager is authorized to act on behalf of the City unless specifically provided otherwise or the law otherwise requires.

708. **Counterparts.** This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement is executed in three (3) originals, each of which is deemed to be an original.

709. **Integration.** This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon such party's own independent investigation of any and all facts such party deems material. This Agreement includes pages 1 through 17 and Attachment Nos. 1 through 6, which Attachments are attached hereto and incorporated herein by reference, which constitute the entire understanding and agreement of the parties, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

710. **Interpretation; Titles and Captions.** As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly and equally by both parties. Titles and captions are for convenience of reference only and do not define, describe, or limit the scope or the intent of this Agreement or of any of its terms. References to section numbers are to sections in this Agreement, unless expressly stated otherwise.

711. **No Waiver.** A waiver by any party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

712. **Modifications.** Any alteration, change, or modification of or to this Agreement, in order to become effective, shall be made in writing signed on behalf of each party.

713. **Severability.** If any term, provision, condition, or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to

persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

714. **Computation of Time.** The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term “holiday” shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

715. **Legal Advice.** Each party represents and warrants to the other the following: it has carefully read this Agreement, and in signing this Agreement, it does so with full knowledge of any right which they may have; it has received legal advice from its legal counsel as to the matters set forth in this Agreement, or has knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement, and it has freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

716. **Time of Essence.** Time is expressly made of the essence with respect to the performance by the City and the Operator of each and every obligation and condition of this Agreement.

717. **Time for Acceptance of Agreement by City.** This Agreement, when executed by the Operator and delivered to City, must be authorized, executed and delivered by the City on or before thirty (30) days after signing and delivery of this Agreement by the Operator or this Agreement shall be void, except to the extent that the Operator shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement.

718. **No Third Party Beneficiaries.** Nothing herein is intended to create any third party beneficiaries to this Agreement, and no person or entity other than the City and the Operator, and the permitted successors and assigns of either of them, shall be authorized to enforce the provisions of this Agreement.

WITNESS WHEREOF, the City and the Operator have signed this Agreement on the respective dates set forth below to be effective as of the Date of Agreement.

CITY:

CITY OF MORENO VALLEY,
a municipal corporation

By: _____
William L. Bopf, Interim City Manager

ATTEST:

Jane Halstead, City Clerk

Approved as to Form:

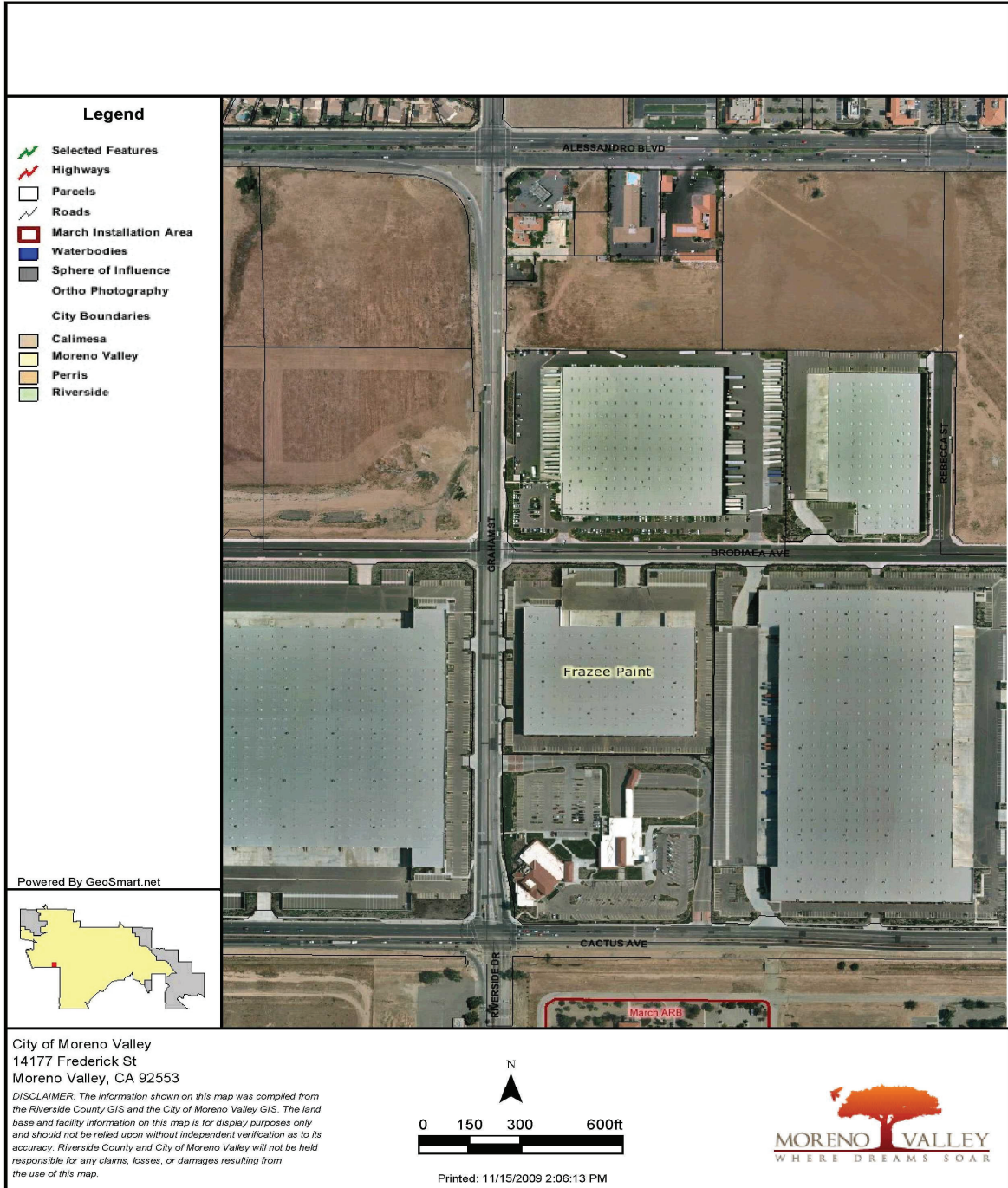
OPERATOR

Robert Hansen
Interim City Attorney

FRAZEE INDUSTRIES, INC.,
a Delaware corporation

By: _____
Michael Hawley, Vice President

ATTACHMENT NO. 1
SITE PLAN OF THE FRAZEE FACILITY



ATTACHMENT NO. 2
ANNUAL COMPLIANCE REPORT
YEAR ENDING ____

Activity:	Moreno Valley Business Incentive Program
Per Agreement Between:	City of Moreno Valley and Frazee Industries, Inc.
Agreement Originating:	2009 (CDBG-R Program Year 2009/10)
Current Date (mo/day/yr):	
Contact Person Name:	Title:
Contact Mailing Address:	Contact E-mail:
Contact Telephone:	Contact Fax:
Funding Source(s):	<input checked="" type="checkbox"/> CDBG <input type="checkbox"/> HOME <input type="checkbox"/> RDA <input type="checkbox"/> HOME & RDA <input checked="" type="checkbox"/> Other - CDBG-R
Assistance Extended:	Year 1: \$107,000 (CDBG-R)

Per Federal laws as agreed to in the Participation Agreement referenced above, the following data must be reported annually to the Dept. of Housing and Urban Development (HUD) via the City of Moreno Valley's Economic Development Department. Please complete and return to the City by requested date.

Required Reporting Data	
No. of jobs to created or retained - Minimum 5 full time jobs or full time equivalents	_____
Percentage of the jobs to be created or made available to Low-to-Moderate (L/M) persons	100%
No. of Low-to-Moderate (L/M) jobs actually created or retained over reporting period	_____

LOW / MODERATE INCOME: The income table below is intended for use by the Participating Business when qualifying an applicant / employee as low-to-moderate (L/M) income. For each applicant's / employee's family size, indicate if previous income was more than or less than the amount listed. Insert the word 'Less or 'More' as applicable in the Low/Moderate Income column below.

Annual Income Level	Number of Persons In Household/Family							
	1	2	3	4	5	6	7	8
2009 Low -to- Moderate Incomes	\$37,300	\$42,650	\$47,950	\$53,300	\$57,550	\$61,850	\$66,100	\$70,350

(An updated table shall be provided annually as new income limits are issued each year by the Department of Housing and Urban Development (HUD))

	Employee Name (Last name, First Initial)	Job type f/t or p/t (enter # hrs)	Job Category* Select category from below	Paid health Benefits (Y or N)	Low/Moderate Income Was previous income more or less than amount listed above?	Race / Ethnicity of employee**	Previously unemployed (Y or N)
EX	EXAMPLE EMPLOYEE: JOHN SMITH	FT	6 (Craft Workers)	Y	Less	1 (White)	N
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

***JOB CATEGORIES (Insert appropriate number in Job Category column):**

1) Officials and Managers	4) Sales	7) Operatives (semi-skilled)
2) Professional	5) Office and Clerical	8) Laborers (unskilled)
3) Technicians	6) Craft Workers (skilled)	9) Service Workers

****RACE CATEGORIES (Insert appropriate number in Race Category column):**

ND) Not Disclosed	3) Asian	6) American Indian / Alaskan Native & White	9) American Indian / Alaskan Native & Black/African American
1) White	4) American Indian/ Alaskan Native	7) Asian & White	10) Other Multi-Racial – Category used for reporting individual responses that are not included in any of the categories listed above
2) Black / African American	5) Native Hawaiian / Other Pacific Islander	8) Black / African American & White	

ATTACHMENT NO. 3

ROLES TO ENSURE LOW-TO-MODERATE INCOME BENEFIT

This is a federally funded Economic Development project. As such, the Office of Housing and Urban Development (HUD) requires that each party to the Agreement agree to undertake certain roles to ensure that the jobs created/retained will benefit low-to-moderate (L/M) income persons.

Actions required by each party are:

The City of Moreno Valley:

- Shall provide a summary of HUD Federal Requirements for CDBG Economic Development activities for informational purposes and as a reference document.
- Shall be available to provide guidance and answer questions to ensure clarity and understanding of HUD's requirements.
- Will specify exactly what needs to be in the reported annually. See Attachment 2.
- Will collect the Compliance Report Form, review the form, and provide written feedback within 30 days of receipt. The City's written response may contain suggestions or list adjustments if necessary to meet the requirements as provided in the Agreement.
- Will identify L/M census tracts (census tracts where 70% of residents are low income) and Enterprise Zones where business may target (or market) their employee search. Maps will be provided.
- Shall define 'reasonable distance' as within 1.5 miles of an applicant's residence for the employer/business to use when determining if L/M applicant has adequate access to transportation to job site.
- Will provide an updated annual income table each year to be used by the business in determining if an individual seeking employment qualifies as low-to-moderate income.

The Business/Employer:

- Shall accept the HUD Federal Requirements for CDBG Economic Development activities and retain a copy for informational and reference purposes.
- Shall seek guidance from City and ask questions as needed in order to ensure clarity and understanding of HUD's requirements.
- Will submit a completed 'Annual Compliance Report Form' each year as required.
- Will implement suggestions and adjustments as recommended by the City via letter within 60 days of receipt of City response letter.
- Refer to map of L/M census tracts and Enterprise Zones when identifying where to conduct marketing of employment opportunities.
- Cooperate with the City of Moreno Valley Employment Resource Center to pre-screen for L/M income applicants. Completion of L/M verification shall be done through the Agency if possible (this includes having applicants complete any self-certification documents).
- Require use a notarized jurat along with L/M self-certification document.
- Provide copies of marketing materials, advertisements, want ads, etc. including publication dates, name of publisher to document job marketing efforts in areas pre-determined to be 'low-to-moderate income'.
- If an applicant falls into the "presumed L/M income" category, this will need to be documented by referencing the census block number or Enterprise Zone of where the applicant resides directly on the application and again within the required reports to the City.

ATTACHMENT NO. 4

SUMMARY OF HUD FEDERAL REQUIREMENTS FOR CDBG ECONOMIC DEVELOPMENT ACTIVITIES

Activity: Moreno Valley Business Incentive Program

Code of Federal Regulation References: 18A ED Technical Assistance. Section 570.203 Section 105 (c) (1) and Section 570.208 (a) (4)

Number of Jobs to be created: For individual economic development projects, CDBG-Department of Housing and Urban Development (HUD) and the City shall require creation of 1 full time equivalent permanent job per every \$35,000 in CDBG assistance. In this case, five (5) jobs minimum AND 51% of the jobs the activity creates must be either held by or made available to Low-to-Moderate (L/M) income persons.

Term of Job: Jobs must be formally categorized as permanent. See definition of 'qualifying employee' on page 3 of Agreement. All newly created jobs are also subject to a 'turn over' stipulations.

The Low-to-Moderate (L/M) Income Standards: The following is required to meet the Low-to-Moderate (L/M) income standards. Fifty-one percent or more of the jobs created must either:

- (a) be 'held by' L/M income persons at the time CDBG assistance is provided and/or
- (b) for jobs not held by L/M income persons, documentation must prove the job was 'made available' to L/M income person.
- (c) for jobs not known to be held by L/M income persons will be turned over to low/moderate income persons within 2 years. This would involve the business to take action to ensure that such a job, upon turnover, will be either taken by or made available to a L/M income person in a manner similar to that pertaining to a newly created job.

The business must maintain sufficient documentation indicating that at least 51 % of the jobs will be 'held by' or 'made available' to L/M income persons.

A job is considered 'held by' the L/M income person if the hired employee is proven to earn a household income not to exceed 120% of the area median income for Riverside County adjusted for the person's family size. An income table providing area median incomes by household size is provided as an attachment to this Agreement.

A job is 'made available' to a L/M person when: (1) no special skills, experience, or education beyond high school is required to fill such a job or the business agrees to hire an unqualified person and provide training, and (2) the assisted business takes actions to ensure that low-to-moderate income persons received "first consideration" for filling the jobs.

Principals involved in 'First Consideration'

- (1) The business must use a hiring practice that under usual circumstances would result in over 51% of L/M income persons interviewed for applicable jobs being hired,
- (2) the business must seriously consider a sufficient number of low-to-moderate income job applicants to give reasonable opportunity to fill the position with such a person, and
- (3) the distance from residence and availability of transportation to the job site must be reasonable before a particular low-to-moderate income person may be considered a serious applicant for the job.

Presumed L/M Income Status

A business may presume a person to be L/M income if the person resides within a census tract (or Block numbering area) that either has:

- (a) at least 70% residents who are L/M income persons or
- (b) meets the criteria related to enterprise zones.

Enterprise Zones

In order to qualify as an Enterprise Zone, the census tract or block numbering area must either: (a) be part of a federally designated Enterprise Zone or Enterprise Community or (b) meet 100% of the following:

- have a poverty rate of 20% as determined by the most recent decennial census information,
- not include any portion of a central business district, as the term is used in the most recent Census of Retail Trade, unless the tract/BNA has a poverty rate of at least 30% as determined by the most recent decennial census information,
- evidence pervasive poverty and general distress by meeting at least one of the following standards:

All block groups in the census tracts have poverty rates of 20%; the specific activity being undertaken is located in a block group that has a poverty rate of at least 20% or upon the request of the business; HUD determines that the census tract/BNA exhibits other objectively determinable signs of general distress such as high incidence of crime, narcotics use, homelessness or substantial population decline.

Policies in Counting Jobs

It will be necessary to determining the percentage of jobs that benefit L/M income persons. When preparing to calculate this number, the following policies apply:

- (a) Convert part time jobs to full time equivalents (i.e., a job that will require only working half time will count as half a job),
- (b) Only permanent jobs may be counted, not temporary
- (c) Seasonal jobs are considered to be permanent for CDBG purposes only if the season is long enough for the job to be considered as the employees principal occupation
- (d) All permanent jobs created or retained in this project must be counted even if the project has multiple funding sources of funds; and
- (e) Jobs indirectly created or retained by an assisted activity may not be counted.

Documenting Income

Documenting that a particular applicant/employee family income was L/M income may include any of the following:

- Evidence that the employee/applicant was a referral from a state, county, or local employment agency or other entity that has agreed to refer individuals whom they have determined to be L/M income based on HUD's Federal criteria. These entities must maintain records showing the basis upon which they determined that the person was L/M income, which they agree to make available for grantee or Federal inspection.

A written certification signed and dated by the employee/applicant indicating his/her family size and total income as necessary to determine whether the person is a member of a L/M income family at the time the certification is made. The certification may either show the actual size and income of the family or contain a statement that the annualized family income is below the Section 8 low-income limit for the applicable family size. The form must include a statement that the person making the certification is aware that the information being provided is subject to verification by the local or Federal government.

- Evidence that the employee/applicant has qualified for assistance under another program with income qualification criteria at least as restrictive as those used by this program (e.g. referrals from Public Housing or welfare Agency). The Joint Training Partnership Act (JTPA) Program has income standards that are acceptable for this purpose, except for referrals under the JTPA Title III program for dislocated workers.
- Evidence that the person may be presumed to be L/M income. See definitions.

Record Maintenance

Program records will document jobs actually created and retained, whether the job was 'held by,' 'taken by,' or 'made available' to L/M income person, and the full-time equivalency status of each job.

Records in respect to jobs created and 'held by' must show:

A listing by job title of the specific job to be created, a listing by job title of the job filled, the name and income status of the person who filled each position, and the full time equivalency status of the jobs.

Where a job was not originally taken by a L/M income person but the business nevertheless wants credit based on the job being 'made available' to L/M income person, the record must show: The title and description of the job 'made available', and the full time equivalent status of the job at the time, the prerequisites for the job, special skills or education required for the job, if any, and the business commitment to provide needed training for such jobs (and the training that the business provided to the L/M income person hired) and how 'first consideration' was given to the L/M income person for the job such as the name of the person(s) interviewed for the job and the date of the interview and the income status of the person interviewed.

Records in respect to jobs retained and 'held by' must show:

A listing by job title of the permanent job retained, those jobs known to be held by L/M income persons at the time CDBG assistance was provided and the full time equivalency status of the jobs, and information on the family size and annual income of each such L/M person.

Records in respect to jobs retained and 'turned over' must show:

Identification of any of the retained jobs projected to become available to L/M income persons through turn over within two years of the time CDBG assistance is provided, the basis upon which the job was determined to be likely to turn over within two years following the CDBG assistance, the date the job actually turned over, the name and income status of the person who filled the vacancy, if the person who took the job was not L/M income but the claim is that the job was nevertheless made available to L/M income person, records equivalent to those described above to substantiate the 'available to' claim and information on the family size and annual income of each such L/M income person hired.

For more information or clarification regarding the requirements for a specific CDBG Economic Development Activity, contact the CDBG administrators in the Economic Development Department of the City of Moreno Valley.

Economic Development Dept.
City of Moreno Valley
 14177 Frederick St.
 P.O. Box 88005
 Moreno Valley, Ca 92552-0805

Phone 951-413-3450
 Fax: 951-413-3459

E-mail: np@moval.org
 Website:www.moval.org

ATTACHMENT NO. 5
OPERATOR CERTIFICATE

(Operator Letterhead)
City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552-0805

Attn: City Manager

With respect to that certain Participation Agreement (the "Agreement") by Frazee Industries, Inc., a Delaware Corporation doing business in California (the "Operator") and the City of Moreno Valley, a municipal corporation (the "City") dated as of December 8, 2009, the undersigned, on behalf of the Operator, hereby certify to City that, as of the date of this Operator Certificate (with capitalized terms herein having the same meanings as set forth in the Agreement):

The undersigned as Operator under the Agreement does hereby state, declare, certify, represent and warrant to the City, its officers, agents and employees as follows:

1. Operator has reviewed, executed and is familiar with the terms of the Agreement. All capitalized terms herein shall have the meanings established therefor in the Agreement.
2. The Agreement is in full force and effect and shall remain in full force and effect.
3. The Operator has satisfied all of and is not in default of any of: the Certificate Condition; the Fee Condition; the Continuous Operation Condition; or the Indemnification Condition. The Operator remakes its covenant to operate for the annual period for which this Operator Certificate is given.
4. The representations and warranties of Operator contained in the Agreement are true and correct as of the Date of Certificate.
5. No Event of Default by Operator has occurred under the Agreement which continues uncured beyond the expiration of the applicable grace or cure period.
6. Operator has not, prior to the Date of Certificate transferred the Agreement, its rights as to the Designated Site, or any rights of Operator therein contrary to Section 703 of the Agreement.
7. Operator is operating and in good standing as a Delaware corporation, doing business in the State of California.
8. Operator remakes to City each and every representation and/or warranty made to City under the Agreement.
9. A report setting forth in detail the recruitment efforts of Operator and the numbers of jobs, both full time and part time, at the Designated Site by Operator are attached as Exhibit A and as provided in Attachment No. 2 to the Agreement hereto, including an enumeration of the jobs held by members of Targeted Income Groups.

10. As of the submittal of this Operator Certificate, the Operator has satisfied the Conditions Precedent to Payment.

Operator executes this Operator Certificate for the benefit and protection of the City with full knowledge that the City is relying on this Operator Certificate in disbursing moneys to the Operator.

IN WITNESS WHEREOF, the undersigned, as Operator, has executed this Operator Certificate as of the date first written above.

FRAZEE INDUSTRIES, a Delaware Corporation
doing business in California

Dated: _____

Its: _____

Exhibit A to Attachment No. 5

Report for the Annual Period ending as of _____, 20__:

Total Full Time Employees employed at Designated Site: _____

Total number of Fulltime Employees from Targeted Income Groups: _____

Other employees at Designated Site: _____

Other employees that are from Targeted Income Groups: _____

Total Composite Full Time Employees: _____

Composite Full Time Employees from Targeted Income Groups: _____

Cumulative total, Qualifying Employees: _____

Qualifying Employees from Targeted Income Groups: _____

Supporting data: [to be attached and submitted with Operator Certificate]

ATTACHMENT NO. 6
SCHEDULE OF PERFORMANCE

For the purposes of this Schedule of Performance, the “Date of Agreement” is December 8, 2009. The City Manager may extend by not more than one hundred twenty (120) days the time under this Schedule of Performance by which any obligation of the Operator shall be performed.

1. **Operator Establishes Location at the Designated Site.** On or before February 2, 2010.
The Operator acquires title to or enters into a lease with respect to the Designated Site, along with executed and binding agreement with the Authorizing Business Entity for operation of a Conforming Facility and provides proof thereof to the City.
2. **Operator provides renovation and upgrade documentation.** On or before March 30, 2010.
The Operator provides City with satisfactory documentation of equipment, facility renovation [and electrical utility needs for facility improvements sufficient for the site to constitute a Conforming Facility (including approval by the Authorizing Business Entity)].
3. **Operator opens at Designated Site.** The Operator opens and provides proof thereof to the City. On or before June 1, 2010.
4. **The Operator Satisfies Conditions Precedent to Payment.** On or before June 30, 2010.
The Operator satisfies the Conditions Precedent to Payment and provides proof thereof to the City.

RESOLUTION NO. 2009-118

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AUTHORIZING A PARTICIPATION AGREEMENT WITH FRAZEE INDUSTRIES, INC.

WHEREAS, the City Council of the City of Moreno Valley wishes to work with Frazee Industries, Inc. to open a new West Coast Distribution center in Moreno Valley; and

WHEREAS, in furtherance of the objectives of the Housing and Community Act of 1974, the opening of a new Frazee Paint facility will create new jobs for low and moderate income persons; and

WHEREAS, the City is authorized to undertake activities and expend moneys pursuant to and in implementation of CDBG programs; and

WHEREAS, the opening of the new Frazee Paint facility will help stimulate the local economy and meet the objectives of the City of Moreno Valley CDBG-Recovery Program; and

WHEREAS, the operations as required to be accomplished under the Participation Agreement are in the vital and best interest of the City and the health, safety, and welfare of its residents and in accord with public purposes and provisions of applicable federal, state and local laws;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

Section 1. Each of the above recitals is true and correct and therefore adopted by the Legislative Body.

Section 2. The City Council authorizes the City Manager to enter into an Owner Participation Agreement with Frazee Industries, Inc., a Delaware corporation, in substantial conformance with the Owner Participation Agreement attached to this resolution.

Section 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2009.

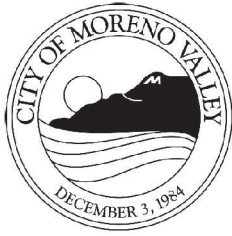
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney



APPROVALS	
BUDGET OFFICER	<i>cof</i>
CITY ATTORNEY	<i>Pat</i>
CITY MANAGER	<i>WVB</i>

Report to City Council

TO: Mayor and City Council

FROM: Chris Paxton, Human Resources Director

AGENDA DATE: December 8, 2009

TITLE: Resolution Acknowledging the Moreno Valley Management Association as the Exclusively Recognized Employee Organization Representing Certain City Employees

RECOMMENDED ACTION

Staff recommends that the City Council:

Adopt Resolution No. 2009-119 which recognizes the Moreno Valley Management Association (MVMA) as the exclusively recognized employee organization representing those employees designated as Professional/Administrative Management (PAM) and Division Manager (DM).

BACKGROUND

For the past several years, the MVMA has represented PAM and DM employees in their employment relations activities with the City. While the relationship between MVMA and the City has been positive, the organization has never been officially recognized as the representative of these employees.

DISCUSSION

The City's employer-employee relations resolution (92-110) defines a process whereby the City can recognize an employee organization as the exclusive official representative of a defined employee group. Local governments generally find it advantageous for employee groups to be represented in their labor relations activities as such representation helps to safeguard employee rights and precludes the necessity to meet and confer with individual employees over wages, hours and working conditions.

While the MVMA has unofficially represented the interests of PAM and DM employees for a number of years, the City has not officially recognized the organization. And while there is no requirement that the relationship be formalized, such official recognition can help avoid representation challenges that might arise. In addition, such recognition is generally helpful in fostering positive employer/employee relations. Under such an arrangement, communication can be enhanced in that both sides have designated spokespersons authorized to speak on behalf of their group.

In May, 2009 MVMA submitted a request for formal recognition to Assistant City Manager Betsy Adams, the City's Employee Relations Officer, in conformance with Resolution 92-110. The request met all of the requirements under that resolution. Subsequently, an election was held wherein the PAM and DM employees voted to approve MVMA as their representative. The final step in the recognition process is for Council to acknowledge the official status of MVMA.

ALTERNATIVES

1. Approve the recommended resolution acknowledging the Moreno Valley Management Association as the Exclusively Recognized Employee Organization representing certain City employees.
2. Not approve this resolution which would continue the existing relationship with MVMA as not formally recognized for the purposes of labor relations.

FISCAL IMPACT

There are no fiscal implications related to this action.

ATTACHMENTS

Exhibit "A" – Resolution No. 2009-119

Prepared By:
Chris Paxton
HR Director

Concurred By:
Betsy Adams
Assistant City Manager

Department Head Approval:
Chris Paxton
HR Director

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

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RESOLUTION NO. 2009-119

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, RECOGNIZING THE MORENO VALLEY MANAGEMENT ASSOCIATION AS THE EXCLUSIVELY RECOGNIZED EMPLOYEE ORGANIZATION REPRESENTING THOSE EMPLOYEES DESIGNATED AS PROFESSIONAL/ADMINISTRATIVE MANAGEMENT (PAM) AND DIVISION MANAGERS (DM)

WHEREAS, the Moreno Valley Management Association (MVMA) has informally represented certain management employees of the City of Moreno Valley (City) for a number of years; and

WHEREAS, the MVMA now seeks formal recognition as the exclusively recognized employee organization representing those employees designated as Professional/Administrative Management (PAM) and Division Managers (DM) under the provisions of the City's Employer/Employee Resolution No. 92-110; and

WHEREAS, the City's Employee Relations Officer has determined that MVMA has complied with all recognition requirements under Section 2.2 of Resolution 92-110 including a secret ballot election.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Moreno Valley , California, does hereby recognize the Moreno Valley Management Association as the exclusive representative of those City of Moreno Valley employees designated as Professional/Administrative Management and Division Managers.

APPROVED AND ADOPTED this XX day of XXXX, 2009.

Richard A. Stewart, Mayor

ATTEST:

City Clerk

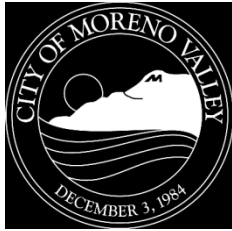
Exhibit A

1

Resolution No. 2009-XX
Date adopted: XXXX

APPROVED AS TO FORM:

City Attorney



Report to City Council

TO: Mayor and City Council
FROM: Jane Halstead, City Clerk
AGENDA DATE: December 8, 2009
TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of November 18 – December 1, 2009.

<i>Reports on Reimbursable Activities</i> November 18 – December 1, 2009		
Council Member	Date	Meeting
William H. Batey II	11/30/09	Betsy Adams' Luncheon
Bonnie Flickinger	11/18/09	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
	11/21/09	Moreno Valley Hispanic Chamber of Commerce Installation Dinner
	11/30/09	Betsy Adams' Luncheon
Robin N. Hastings	11/21/09	452d Air Mobility Wing Military Ball
Jesse L. Molina	11/21/09	Moreno Valley Hispanic Chamber of Commerce Installation Dinner
	11/30/09	Betsy Adams' Luncheon
Richard A. Stewart		None

Prepared By:
 Cindy Miller
 Executive Assistant to the Mayor/City Council

Department Head Approval:
 Jane Halstead
 City Clerk

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

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**MINUTES - SPECIAL MEETING OF NOVEMBER 23, 2009
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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**MINUTES - SPECIAL MEETING OF NOVEMBER 23, 2009
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

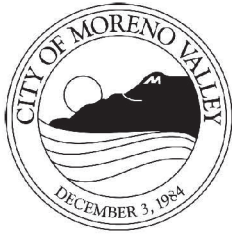
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**MINUTES - SPECIAL MEETING OF NOVEMBER 23, 2009
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RW</i>
CITY MANAGER	<i>PA</i>

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: December 8, 2009

TITLE: PUBLIC HEARING REGARDING A MAIL BALLOT PROCEEDING FOR MORENO VALLEY DISPOSAL—ASSESSOR PARCEL NUMBER 316-210-056 BALLOTING FOR NPDES

RECOMMENDED ACTION

Staff recommends that the City Council, after conducting the public hearing and accepting public testimony:

- a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System (NPDES) ballot for Moreno Valley Disposal—Assessor Parcel Number (APN) 316-210-056;
- b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and attached APN listing;
- c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
- d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APN 316-210-056.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

To comply with the 1972 Federal Clean Water Act, Land Development, a division of the Public Works Department, requires that new development projects participate in the appropriate NPDES regulatory rate to fund federally mandated programs. The City Council adopted the residential regulatory rate on June 10, 2003 and the commercial/industrial regulatory rate on January 10, 2006.

DISCUSSION

Conditions of Approval for Moreno Valley Disposal—APN 316-210-056 require that the property owner provide a funding source to help support the NPDES program. The Conditions of Approval for this development indicate that the funding source is to be in effect prior to the issuance of a building permit. Approval of the NPDES maximum commercial/industrial regulatory rate through a mail ballot proceeding shall fulfill this requirement.

In compliance with Proposition 218, which requires that any new or proposed increase in property-related assessments, fees, or charges be submitted to property owners for approval, Special Districts (SD), a division of the Public Works Department, is conducting a mail ballot proceeding to allow the property owner of APN 316-210-056 the decision to approve or oppose the NPDES maximum commercial/industrial regulatory rate. Property owners are given two opportunities to address the legislative body. These two opportunities are the Public Meeting on November 23, 2009 and the Public Hearing on December 8, 2009, when the results of the ballot proceeding will be announced.

New development projects are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. Public agencies are to obtain Permits to discharge urban stormwater runoff from municipally owned drainage facilities, including streets, highways, storm drains, and flood control channels. If approved by the property owner previously mentioned, the City will annually inspect site design, source and treatment control Best Management Practices, monitor maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. The City will also be authorized to levy the NPDES maximum commercial/industrial regulatory rate of \$205, which is subject to an annual inflation adjustment, to APN 316-210-056 (and any division thereof). The rate shall be placed on the Riverside County property tax bill beginning in 2010/11 and then each following year or as a monthly charge on a utility bill.

ALTERNATIVES

1. **Conduct the Public Hearing**, tabulate the ballot, verify, and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and attached APN listing, receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing, and if approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to APN 316-210-056 (and any division thereof). *This alternative will fulfill the 45-day noticing period and Public Hearing requirements as mandated by Proposition 218.*
2. **Do not conduct the Public Hearing**, tabulate the ballot, verify, or accept the result of the mail ballot proceeding for APN 316-210-056. *This alternative would be contrary to Proposition 218 mandates.*

FISCAL IMPACT

The NPDES maximum commercial/industrial regulatory rate for APN 316-210-056 for fiscal year 2009/10 is \$205 per parcel (and any division thereof). The NPDES maximum regulatory rate may be subject to an annual inflation adjustment in subsequent years based on the annual percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

The NPDES rate collected from property owners supports the current Permit programs, which reduce the level of General Fund support necessary to remain in compliance with unfunded federal mandates, as administered by the State.

CITY COUNCIL GOALS

Advocacy

Management of the stormwater will ensure that water pollutants are discharged in compliance with federal mandates and City policies.

Revenue Diversification and Preservation

The NPDES maximum commercial/industrial regulatory rate provides funding for program costs, which include maintenance and administration.

SUMMARY

The action before the City Council is to accept public testimony, tabulate the returned ballot, verify, and accept the result of the mail ballot proceeding for APN 316-210-056.

NOTIFICATION

On October 5, a ballot packet was mailed to the property owner of APN 316-210-056. The packet included a cover letter, map of the project area, the NPDES commercial/industrial rate schedule, notice to the property owner, instructions, ballot, and a postage-paid envelope for returning the ballot to the City Clerk. (See Attachment 1.)

Ballot documents originally mailed to the property owner listed the Public Meeting to be held on November 24. The City Council rescheduled the November 24 City Council meeting to November 23. The property owner was notified immediately following the announcement to reschedule the City Council Meeting. (See Attachment 2.)

Newspaper advertising for the November 23, 2009, Public Meeting and December 8, 2009, Public Hearing was published in The Press-Enterprise on November 5, 2009. Additionally, the Public Hearing notification was published on November 20 and on November 27, 2009.

ATTACHMENTS

Attachment 1: Moreno Valley Disposal mail ballot packet

Attachment 2: Notification of date change of the public hearing

Prepared by:
Jennifer A. Terry,
Management Analyst

Department Head Approval:
Chris A. Vogt, P.E.,
Public Works Director/City Engineer

Concurred by:
Sue Anne Maxinoski,
Special Districts Division Manager

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

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TEL: 951.413.3480
FAX: 951.413.3498
WWW.MORENO-VALLEY.CA.US



14325 FREDERICK STREET, SUITE 9
P. O. BOX 88005
MORENO VALLEY, CA 92552-0805

October 5, 2009

Waste Management
c/o Moreno Valley Disposal
17700 Indian Street
Moreno Valley, CA 92551

Attention: Steve Powell, District Manager

Subject: Mail Ballot Proceeding for Moreno Valley Disposal—Assessor Parcel Number (APN) 316-210-056, located on the northeast corner of Indian St. and Grove View Rd., for approval of the National Pollutant Discharge Elimination System (NPDES) Maximum Commercial/Industrial Regulatory Rate

Dear Mr. Powell,

The Special Districts Division is conducting a mail ballot proceeding to fulfill the Land Development Division's Condition of Approval for APN 316-210-056, which requires this project to provide a funding source to help support the NPDES program. Approving the NPDES maximum commercial/industrial regulatory rate through a mail ballot proceeding will satisfy this requirement.

Please return the completed ballot in the enclosed postage-paid envelope. The City Clerk's office must receive the ballot prior to the close of the Public Hearing on December 8, 2009.

NPDES Maximum Commercial/Industrial Regulatory Rate

Newly developed and/or modified properties within the City of Moreno Valley are subject to the current NPDES Permit requirements for stormwater management as mandated by the Federal Clean Water Act. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

For fiscal year (FY) 2009/10, the NPDES maximum commercial/industrial regulatory rate is \$205 per parcel. (Please refer to the enclosed rate schedule.) Beginning in FY 2010/11, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Upon approval of the maximum regulatory rate, the annual levy amount will be assessed to APN 316-210-056 (and any division thereof) and will be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill.

ATTACHMENT 1

Letter to S. Powell
October 5, 2009
Page 2


Ballot Process

In accordance with the legislative requirements of Proposition 218, "The Right to Vote on Taxes Act," Special Districts submits the enclosed "Notice to Property Owner—Mail Ballot Proceeding". The formal notice provides Public Meeting and Public Hearing dates, times and location, instructions for marking the enclosed ballot, and information on the service and the annual rate.

If you have any questions about the proposed program, the annual rate, or this process, please contact Jennifer Terry, Management Analyst, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Sincerely,

Chris A. Vogt, P.E.
Public Works Director/City Engineer



Jennifer Terry
Management Analyst

Enclosures

c: Sue Anne Maxinoski, Special Districts Division Manager
Marshall Eyerman, Special Districts Program Manager
Jim Astor, Astor & Associates

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NOTICE TO PROPERTY OWNER—MAIL BALLOT PROCEEDING
National Pollutant Discharge Elimination System (NPDES) Maximum
Commercial/Industrial Regulatory Rate
Moreno Valley Disposal—Assessor Parcel Number (APN) 316-210-056

I. BACKGROUND

To comply with Federal Clean Water Act mandates, the City shall provide the necessary services for the operation and management of the stormwater discharge system. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from residential/commercial developments.

The NPDES Commercial/Industrial Maximum Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the affected property owners of record. In compliance with Proposition 218 legislation, Special Districts is conducting a mail ballot proceeding to provide the owner of APN 316-210-056 the opportunity to express support or opposition to the NPDES maximum commercial/industrial regulatory rate.

II. NOTICE - PUBLIC MEETING AND PUBLIC HEARING

To provide for public comments on this mail ballot proceeding regarding the NPDES maximum commercial/industrial regulatory rate, the City Council has scheduled one (1) Public Meeting and one (1) Public Hearing at their regular meetings, which will be held at the Moreno Valley City Hall Council Chamber as follows:

PUBLIC MEETING

TUESDAY, November 24, 2009
6:30 P.M. (or as soon thereafter
as the matter may be called)

PUBLIC HEARING

TUESDAY, December 8, 2009
6:30 P.M. (or as soon thereafter
as the matter may be called)

LOCATION
(FOR BOTH THE PUBLIC MEETING
& PUBLIC HEARING)

MORENO VALLEY CITY HALL
COUNCIL CHAMBER
14177 FREDERICK STREET
MORENO VALLEY, CA 92553

III. CHARGE INFORMATION

1. **Name of the charge for APN 316-210-056 (and any division thereof):**

NPDES Maximum Commercial/Industrial Regulatory Rate

2. **Maximum Annual Levy Amount for APN 316-210-056 (and any division thereof):**

For fiscal year (FY) 2009/10, the NPDES maximum commercial/industrial regulatory rate is \$205 per parcel. The total amount of the NPDES rates levied for FY 2009/10 is \$386,455.

Beginning in FY 2010/11, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

3. **Duration of the Proposed Charge:** Upon approval of the maximum regulatory rate, the levy amount will be assessed to APN 316-210-056 (and any division thereof) and shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. The NPDES maximum commercial/industrial regulatory rate will be levied each following year at the proposed rate, which may include an annual inflation adjustment.
4. **Reason for the NPDES Maximum Commercial/Industrial Regulatory Rate:** In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.
5. **Calculation of the Charge:** Each fiscal year, the City of Moreno Valley determines the type of services necessary to comply with NPDES Permit requirements and levies the rate applicable for that service.

IV. QUESTIONS REGARDING THESE PROCEEDINGS

If you have any questions about the NPDES maximum commercial/industrial regulatory rate, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

V. SUMMARY OF BALLOT PROCEEDINGS

Please follow the instructions listed below and on the following page to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are on file in the City Clerk's office of the City of Moreno Valley.

1. Mark the enclosed ballot in support or opposition to the NPDES maximum commercial/industrial regulatory rate **by placing an appropriate valid mark in the corresponding box. A listing containing appropriate valid markings is attached for reference.**
2. **Sign your name** on the ballot. *A ballot received without a signature will be considered invalid and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Your ballot must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, December 8, 2009**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Any ballot received after the close of the Public Hearing cannot be legally counted.
5. **Upon the close of the Public Hearing:**
Approval of the NPDES maximum commercial/industrial regulatory rate will be confirmed if the ballot is marked in favor of the annual charge.

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval.

BALLOT MARKS

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;



An X mark substantially inside a box;



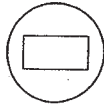
A dot or oval mark substantially inside a box;



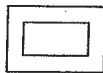
A completely shaded or filled mark substantially inside a box;



A line, single or dashed, or combination of lines, through the box area. Lines may be any one of the following marks: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;



A circle around the box and/or associated clause; or



A square or rectangle around the box and/or associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes)

An error or desire to revise (change) a selection made on the ballot may be completed and returned any time prior to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**







COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE NPDES RATE SCHEDULE
 Adopted by the City Council on January 10, 2006

LEVEL 1		LEVEL II	
NPDES Administration (Not covered by CSA 152)		Site Design, Source Control and Treatment Control BMPs Monitoring and Maintenance	
Costs associated with personnel, administration and management of the storm water management program. Administrative tasks include development and filing of various stormwater reports and data collection and management.	Costs associated with stormwater and non-stormwater runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site stormwater compliance activities, review of site-specific technical reports and treatment control BMP maintenance records.	PROPOSED PARCEL RATE Per Month \$2.67 Per Year \$32.00	PROPOSED PARCEL RATE Per Month \$12.58 Per Year \$151.00
Fiscal Year (FY) 2005/2006 - Base Year Calculation, subject to an annual inflation factor based on the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics			

Inflation Factor Adjustments

FY 2006/2007 - 4.5% = (\$33.00 & \$158.00)
 FY 2007/2008 - 3.1% = (\$34.00 & \$163.00)
 FY 2008/2009 - 4.2% = (\$35.00 & \$170.00)
 FY 2009/2010 - no change = (\$35.00 & \$170.00)

Moreno Valley Disposal

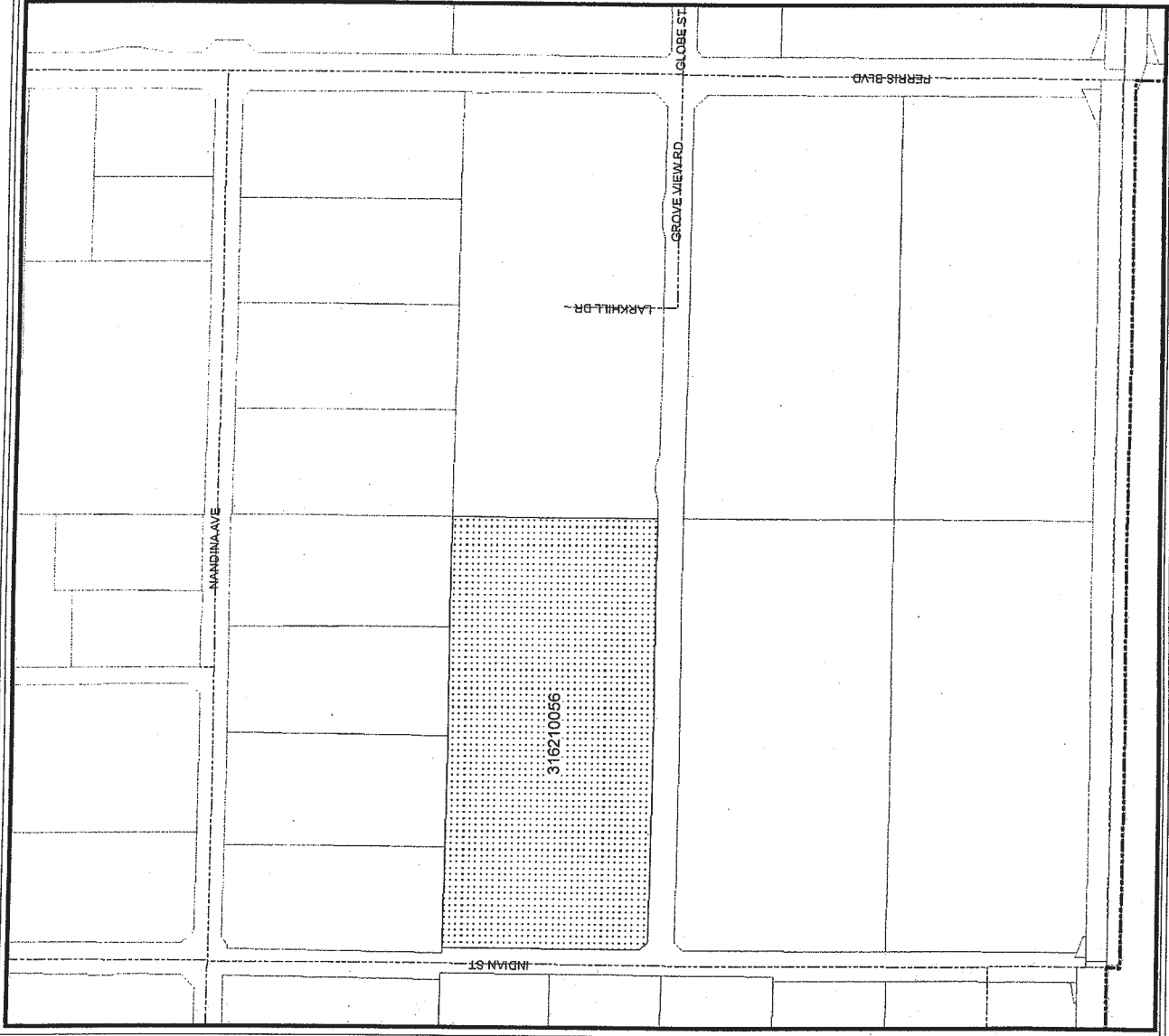
-  Median
-  Landscaped Areas
-  APN 316-210-056
-  Roads
-  Parcels
-  City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of September 28, 2009.



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The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Data and information on this map is subject to update and modification. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses or damages resulting from the use of this map. This map is not to be recycled or resold.



OFFICIAL MAIL BALLOT

**National Pollutant Discharge Elimination System (NPDES)
Maximum Commercial/Industrial Regulatory Rate
Moreno Valley Disposal—Assessor Parcel Number (APN) 316-210-056**

YES* – As property owner, **I approve** the NPDES maximum commercial/industrial regulatory rate and services. The City will annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State. For fiscal year (FY) 2009/10, the NPDES maximum commercial/industrial regulatory rate is \$205 per parcel. Beginning in FY 2010/11, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Upon approval of the maximum regulatory rate, the annual levy amount will be assessed to APN 316-210-056 (and any division thereof) and will be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill.

NO** – As property owner, **I do not approve** the NPDES maximum commercial/industrial regulatory rate and services for APN 316-210-056. I understand that not approving the NPDES maximum commercial/industrial regulatory rate to fund federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the project's Conditions of Approval.

Assessor Parcel Number	YES	NO	NPDES Maximum Commercial/Industrial Regulatory Rate
316-210-056 (and any division thereof)	<input type="checkbox"/>	<input type="checkbox"/>	\$205

This ballot must be received by the City Clerk of the City of Moreno Valley prior to the close of the Public Hearing to be held on December 8, 2009, at the Moreno Valley City Hall Council Chamber, 14177 Frederick Street, Moreno Valley, California. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called.

PROPERTY OWNER SIGNATURE DATE

Please remember to mark the appropriate box, sign and date the ballot and return to the City Clerk's office in the enclosed envelope

Llame al 951.413.3480 para obtener información verbal en Español



October 29, 2009

Waste Management
c/o Moreno Valley Disposal
17700 Indian Street
Moreno Valley, CA 92551

Attention: Steve Powell, District Manager

Subject: Rescheduling of the Public Meeting for the Mail Ballot Proceeding for Moreno Valley Disposal—Assessor Parcel Number (APN) 316-210-056

Dear Mr. Powell,

The Special Districts Division scheduled the Public Meeting for the mail ballot proceeding for Moreno Valley Disposal on November 24, 2009. Due to circumstances outside of the Special Districts Division's control, the Public Meeting has been rescheduled for November 23, 2009. Attached is a revised Notice to Property Owner listing the new date of the Public Meeting, all other mail ballot documents remain unchanged. If your ballot has already been returned, it will remain in the custody of the City Clerk until the December 8, 2009 Public Hearing.

If you have any questions regarding the rescheduling of the Public Meeting, please contact Jennifer Terry, Management Analyst, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

Sincerely,

Chris A. Vogt, P.E.
Public Works Director/City Engineer



Jennifer Terry
Management Analyst

Enclosure

c: Sue Anne Maxinoski, Special Districts Division Manager
Marshall Eyerman, Special Districts Program Manager
Jane Halstead, City Clerk
Jim Astor, Astor & Associates

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**NOTICE TO PROPERTY OWNER—MAIL BALLOT PROCEEDING
National Pollutant Discharge Elimination System (NPDES) Maximum
Commercial/Industrial Regulatory Rate
Moreno Valley Disposal—Assessor Parcel Number (APN) 316-210-056**

I. BACKGROUND

To comply with Federal Clean Water Act mandates, the City shall provide the necessary services for the operation and management of the stormwater discharge system. The current NPDES Permit, as administered by the State, regulates the volume and amount of pollutants in stormwater runoff from residential/commercial developments.

The NPDES Commercial/Industrial Maximum Regulatory Rate provides financial support for inspecting site design, source and treatment control Best Management Practices, monitoring maintenance records for those on-site facilities, and performing annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.

In November of 1996, California voters passed Proposition 218 ("The Right to Vote on Taxes Act"). As a result, any new or proposed increase in a property-related charge requires approval of the charge by the affected property owners of record. In compliance with Proposition 218 legislation, Special Districts is conducting a mail ballot proceeding to provide the owner of APN 316-210-056 the opportunity to express support or opposition to the NPDES maximum commercial/industrial regulatory rate.

II. NOTICE - PUBLIC MEETING AND PUBLIC HEARING

To provide for public comments on this mail ballot proceeding regarding the NPDES maximum commercial/industrial regulatory rate, the City Council has scheduled one (1) Public Meeting and one (1) Public Hearing, which will be held at the Moreno Valley City Hall Council Chamber as follows:

PUBLIC MEETING

***MONDAY, November 23, 2009
6:30 P.M. (or as soon thereafter
as the matter may be called)***

PUBLIC HEARING

***TUESDAY, December 8, 2009
6:30 P.M. (or as soon thereafter
as the matter may be called)***

**LOCATION
(FOR BOTH THE PUBLIC MEETING
& PUBLIC HEARING)**

**MORENO VALLEY CITY HALL
COUNCIL CHAMBER
14177 FREDERICK STREET
MORENO VALLEY, CA 92553**

III. CHARGE INFORMATION

1. Name of the charge for APN 316-210-056 (and any division thereof):

NPDES Maximum Commercial/Industrial Regulatory Rate

2. Maximum Annual Levy Amount for APN 316-210-056 (and any division thereof):

For fiscal year (FY) 2009/10, the NPDES maximum commercial/industrial regulatory rate is \$205 per parcel. The total amount of the NPDES rates levied for FY 2009/10 is \$386,455.

Beginning in FY 2010/11, the maximum regulatory rate shall be subject to an annual adjustment based on the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics.

3. **Duration of the Proposed Charge:** Upon approval of the maximum regulatory rate, the levy amount will be assessed to APN 316-210-056 (and any division thereof) and shall be placed on the 2010/11 Riverside County property tax bill or as a monthly charge on a utility bill. The NPDES maximum commercial/industrial regulatory rate will be levied each following year at the proposed rate, which may include an annual inflation adjustment.
4. **Reason for the NPDES Maximum Commercial/Industrial Regulatory Rate:** In compliance with the Federal Clean Water Act, the City of Moreno Valley shall annually inspect site design, source and treatment control Best Management Practices, verify monitoring and maintenance records for those on-site facilities, and perform annual inspections of the affected areas to ensure compliance with federally mandated NPDES Permit requirements, as administered by the State.
5. **Calculation of the Charge:** Each fiscal year, the City of Moreno Valley determines the type of services necessary to comply with NPDES Permit requirements and levies the rate applicable for that service.

IV. QUESTIONS REGARDING THESE PROCEEDINGS

If you have any questions about the NPDES maximum commercial/industrial regulatory rate, or about the mail ballot proceeding process, please contact Jennifer Terry, Management Analyst, Special Districts, a Division of the Public Works Department, Monday through Thursday from 7:30 a.m. to 5:30 p.m. at 951.413.3505.

V. SUMMARY OF BALLOT PROCEEDINGS

Please follow the instructions listed below and on the following page to complete and return your ballot. Procedures for the completion, return, and tabulation of the ballot are on file in the City Clerk's office of the City of Moreno Valley.

1. Mark the enclosed ballot in support or opposition to the NPDES maximum commercial/industrial regulatory rate **by placing an appropriate valid mark in the corresponding box. A listing containing appropriate valid markings is attached for reference.**
2. **Sign your name** on the ballot. *A ballot received without a signature will be considered invalid and will not be counted.*
3. Mail or personally deliver your ballot in a sealed envelope to the City Clerk's office, 14177 Frederick Street, Moreno Valley, California 92553. For your convenience, a postage-paid envelope has been included for return of the ballot.
4. Your ballot must be **received** by the City Clerk prior to the close of the Public Hearing to be held on **Tuesday, December 8, 2009**, at the Moreno Valley City Hall Council Chamber. The Public Hearing will be held at 6:30 p.m. or as soon thereafter as the matter may be called. Any ballot received after the close of the Public Hearing cannot be legally counted.
5. **Upon the close of the Public Hearing:**
Approval of the NPDES maximum commercial/industrial regulatory rate will be confirmed if the ballot is marked in favor of the annual charge.

Not approving the NPDES commercial/industrial regulatory rate to meet federally mandated NPDES Permit requirements, as administered by the State, shall result in noncompliance with the Conditions of Approval.

BALLOT MARKS

Appropriate ballot markings include any one of the following for either the YES/Approved or NO/Not Approved blank box:



A check mark substantially inside a box;



An X mark substantially inside a box;



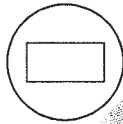
A dot or oval mark substantially inside a box;



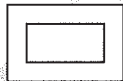
A completely shaded or filled mark substantially inside a box;



A line, single or dashed, or combination of lines, through the box area. Lines may be any **one of the following marks**: horizontal, vertical, or diagonal. The mark may either run from side to side or corner to corner. All valid lines must be substantially within the box area and not marking any part of another blank box on the ballot;



A circle around the box **and/or** associated clause; or

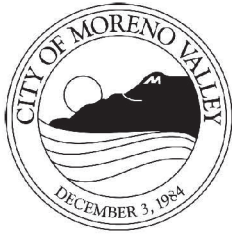


A square or rectangle around the box **and/or** associated clause.

Balloting marks shall not extend past one box area into any portion of another nor surround the perimeter or any portion of more than one box area. Markings that extend past one box area into any portion of another or surround the perimeter or any portion of more than one box area shall be considered invalid and not counted.

Ballot Mark Revisions (Changes)

An error or desire to revise (change) a selection made on the ballot may be completed and returned any time **prior** to the conclusion of public testimony at the Public Hearing. **The revision must be initialed by the record owner(s) of property. Initials must be clearly printed and placed at the right top corner of the revised selection.**



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RH</i>
CITY MANAGER	<i>WLB</i>

Report to City Council

TO: Mayor and City Council

FROM: Kyle Kollar, Community Development Director

AGENDA DATE: December 8, 2009

TITLE: A PUBLIC HEARING REGARDING PA09-0029, A MINOR UPDATE TO THE MORENO VALLEY MUNICIPAL CODE 9.17 (LANDSCAPE REQUIREMENTS) AND LANDSCAPE STANDARDS. THE AMENDMENT PRIMARILY COVERS THE POST INSTALLATION MONITORING OF WATER USAGE AND WATER EFFICIENCY REQUIREMENTS TO ENSURE COMPLIANCE WITH STATE OF CALIFORNIA REQUIREMENTS

RECOMMENDED ACTION

Staff recommends that the City Council:

1. RECOGNIZE that PA09-0029 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 of the CEQA Guidelines; and
2. Introduce Ordinance No. 806 approving PA09-0029, amending section 9.17 of Title 9 of the City of Moreno Valley Municipal Code. (Attachment 1)

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission, at its November 12, 2009 meeting approved Planning Commission Resolution 2009-32, recommending by a 6-0 vote that the City Council recognize that PA09-0029 (Municipal Code Amendment) qualifies as an exemption in accordance with CEQA Guidelines, Section 15061 (Minor Alterations in Land Use Limitation) as defined by Section 15378.

BACKGROUND

The proposed changes are the result of updated State standards and restrictions on the availability of future water supplies which have triggered the need for mandatory and preventative measures to reduce to water usage. In response to the State of California

Assembly Bill 1881 which mandates governing bodies adopt regulations on water use, the revised ordinance, if adopted would include water use efficiency enforcement by the water purveyor and water efficiency requirements stating measures to help minimize water waste. This proposed amendment would modify various provisions of the Municipal Code Section 9.17 and the Landscape Standards.

DISCUSSION

In an effort to comply with the current State standards relating to water conservation and water efficient landscapes, staff is recommending a minor update to the existing landscape requirements. Proposed changes require water efficiency requirements and monitoring by the water purveyor.

Research was conducted to ensure the proposed ordinance is consistent with the goals and objectives of the State standards and the City's General Plan objectives while also maximizing water conservation efforts. As the City is not the water purveyor, enforcement and monitoring would be difficult. However, in an effort to assist in compliance, the proposed ordinance has been designed to include water efficiency requirements and water efficiency enforcement. Eastern Municipal Water District (EMWD) is currently using a tiered water rate structure to assist with water efficiency enforcement. Water budgets will be required to meet EMWD's allowable water usage for new projects. Penalties for using more than the allowed water will come from Eastern Municipal Water District.

Key proposed changes to the existing code include the following:

- 9.17.141-Water Efficiency Requirements.
- 9.17.142 Landscape Water Use Efficiency Enforcement.

The Landscape Standards assist the Municipal Code 9.17 in providing specific design requirements along with designated street tree and the project tree calculation sheet. The document has been updated based on the revisions to the Municipal Code 9.17 to include the Residential 30 zone tree requirements, with trees spaced at 20-foot linear building dimension and perimeter dimension for additional screening.

The last update to the Landscape Requirements (9.17) and the Landscape Standards was April 12, 2009.

ALTERNATIVES

1. Approve the proposal as submitted.
2. Approve the proposal with modifications to address City Council concerns.
3. Refer the proposal back to the Planning Commission.

4. Deny the proposal.

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

SUMMARY

The proposed amendment to the City of Moreno Valley Municipal Section 9.17 would provide a comprehensive document addressing landscaping design while supporting water efficient methods and overall visual appeal in addition to compliance with the requirements of the State of California.

NOTIFICATION

Notice of the City Council public hearing of the public notice, appeared in the *Press Enterprise* newspaper on November 20, 2009.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice
2. Proposed Ordinance
3. Planning Commission Staff Report dated November 12, 2009
4. Planning Commission Minutes for November 12, 2009

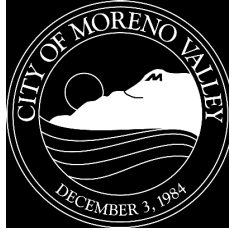
Prepared By:
Julia Descoteaux
Associate Planner

Department Head Approval:
Kyle Kollar
Community Development Director

Concurred By:
John C. Terrell, Planning Official

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

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NOTICE OF CITY COUNCIL PUBLIC HEARING

THE City Council WILL CONSIDER AN AMENDMENT TO
THE CITYWIDE MUNICIPAL CODE PROVISIONS FOR
LANDSCAPE REQUIREMENTS.

The proposed amendment (PA09-0029) is a minor update to the Moreno Valley Municipal Code 9.17 provisions and the Landscape Standards concerning landscape requirements. The amendment primarily covers the post installation monitoring of water usage to ensure compliance with State of California requirements.

The City Council may consider any appropriate modifications or alternatives to the amendment or the environmental determination. The amendment is proposed to be exempt under California Environmental Quality Act Guidelines Section 15061 as defined by Section 15378.

Any person interested in the proposed project may contact Julia Descoteaux, Associate Planner at (951) 413-3209 or at the Community Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday).

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council on or before the following meeting date:

**Tuesday, December 8, 2009
6:30 P.M.
City Council Chamber
14177 Frederick Street.
Moreno Valley, CA 92552-0805**

ATTACHEMENT 1

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ORDINANCE NO. 806

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9, MORENO VALLEY MUNICIPAL CODE REGULATIONS REGARDING LANDSCAPE REQUIREMENTS AND LANDSCAPE STANDARDS INCLUDING WATER EFFICIENCY REQUIREMENTS AND MONITORING OF WATER USAGE

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

SECTION 1. FINDINGS:

Based on substantial evidence presented to this City Council during its public hearing on December 8, 2009, including written and oral staff reports and the record from the public hearing, this City Council hereby finds as follows:

- A. Conformance with General Plan – The proposed amendment is consistent with the General Plan and its goals, objectives, policies and programs.

FACT: The project consists of an amendment to section 9.17 of the City of Moreno Valley Municipal Code and the Landscape Standards. The amendment provides an update to the existing ordinance to comply with State of California standards for the reduction of water usage for landscaping purposes. The proposed amendment is consistent with, and does not conflict with the existing or proposed General Plan goals, objectives, policies and programs.

- B. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

FACT: The proposed changes do not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. The amendment provides an update to the existing code to ensure landscapes and irrigation systems are designed to reduce water consumption, include water efficiency requirements and monitoring of water usage while creating a visually appealing landscape.

- C. Conformance with Intent of Zoning Regulations – The proposed amendment is consistent with the purposes and intent of Title 9 of the Municipal Code.

ATTACHMENT 2

FACT: The amendment to the Municipal Code 9.17 and the Landscape Standards provide for an internally consistent set of regulations that are compatible with the purpose and intent of Title 9 while meeting the expectations of the State of California standards in an effort to reduce water consumption for landscaping. In addition, the amendment furthers the specific purpose and intent of Title 9 to “implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan.”

SECTION 2 MUNICIPAL CODE AMENDED:

2.1 Section 9.17 of Title 9 of the City of Moreno Valley Municipal Code is hereby amended to include as follows:

Exhibit 1 is a copy of the proposed amendment with proposed deletions shown as stricken text and additions are underlined.

Exhibit 2 is a copy of the proposed Landscape Standards with proposed deletions shown as stricken text and additions are underlined.

SECTION 3 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 4 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 5 EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2009.

SIGNATURE PAGE FOLLOWS

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ORDINANCE JURAT

[Clerk's office will prepare]

[NOTE: Any attachments or exhibits to this ordinance should follow this jurat.]

9.17. 141 Water Efficiency Requirements.

1. Refrain from hosing down driveways and other hard surfaces, except from health or sanitary reasons and then only by use of a hand-held bucket or similar container, a hand-held hose equipped with a positive self-closing water shut-off device or a low-volume, high-pressure cleaning machine equipped to recycle any water used.

2. Repair faucets, toilets, pipes and other potential sources of water leaks.

3. Irrigate landscape only between 9:00 p.m. and 6:00 a.m. This provision does not apply when:

- manually watering during the establishment period of a new landscape;
- temperatures are predicted to fall below freezing;
- for very short periods of time for the express purpose of adjusting or repairing an irrigation system.

4. Refrain from watering or irrigating of any lawn, landscape or other vegetated area with potable water using a landscape irrigation system or watering device that is not continuously attended unless it is limited to no more than fifteen (15) minutes watering per day per station. This 15 minute limitation can be extended for:

- Landscape irrigation systems that exclusively use very low flow drip irrigation systems when no emitter produces more than two (2) gallons of water per hour.
- Weather based controllers or stream rotor sprinklers that meet a 70% efficiency.

Run-off or over watering is not permitted in any case.

5. Adjust and operate all landscape irrigation systems in a manner which will maximize irrigation efficiency and avoid over watering or watering of hardscape and the resulting run-off.

6. Refrain from watering or irrigating any lawn, landscape or other vegetated area that causes or allows excessive water flow or run-off onto an adjoining sidewalk, driveway, street, alley, gutter or ditch.

7. Do not use decorative fountains unless they are equipped with a recycling system.

8. Do not allow water to run while washing vehicles. Use a bucket or similar container and/or a hand-held hose equipped with a positive self-closing water shut-off device to avoid run-off into gutters, street or alleys.

EXHIBIT 1

9. When installing new landscaping, plant low-water demand trees and plants. Do not incorporate non-functional turf areas.

10. Refrain from watering during rain.

It is important to adhere to these measures to help maximize the impacts and prevent more stringent actions.

9.17.142 Landscape Water Use Efficiency Enforcement.

The City will rely on water purveyors to enforce landscape water use efficiency requirements. The City will coordinate with the local water purveyors and encourage landscape water use efficiency such as:

1. Tiered water rate structure.

2. Allocation-based conservation water pricing structure.

3. A rate structure at least as affective as the above options.

4. Irrigation audits and/or irrigation surveys.

5. Penalties for water waste.

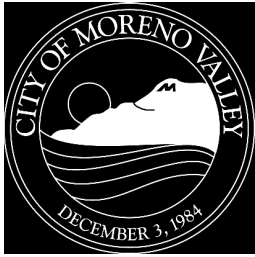
9.17. ~~141~~ 143 Severability.

If any section, subsection, paragraph, sentence, clause, or phrase in this chapter or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this chapter or any part thereof. The city council hereby declares that it would have passed each such section, subsection, paragraph, sentence, clause, or phrase thereof irrespective of the fact that any one or more subsections, subdivisions, paragraphs, sentences, clauses, or phrases be declared unconstitutional, or invalid, or ineffective. (Ord. 616 § 2.2.27 (part), 2003)

Multi-Family Residential

- Minimum 35% of site (exclusive of private yards and patios) shall be landscaped.
- Turf shall be limited and installed in useable gathering areas only with a maximum of 25%.
- All setback areas must be landscaped exclusive of drives and sidewalks.
- Street trees: 40-ft on center in the right-of-way (ROW).
- Landscape Trees: 1 tree per 30-ft linear building dimension for the portions of building visible from parking lot or ROW and 1 tree per 30-linear feet of perimeter planter areas.
- Residential 30: 1 tree per 20-ft linear perimeter building dimension for the portion of building visible from the parking lot or ROW and 1 tree per 20-linear feet of perimeter planting areas.
- Parking lot trees: provide trees pursuant to parking lot specifications.
- 25% of trees must be minimum 24 inch box.
- Off-street parking must be screened (3-ft high berm, shrubs or wall) from ROW. • Provide buffer landscaping (evergreen trees) adjacent to single family residential and commercial uses (maximum 5-ft openings at maturity [assumed 10-years]).
- Provide enhanced landscape and paving at entry drives.
- Encourage use of winter-deciduous trees at south facing elevations.
- Place larger trees as street trees, near the street ROW, entries, and focal points.
- Mass plantings for a pleasing effect with clustering of plant material of various heights.
- Incorporate plazas or paseos where possible.
- Incorporate water features, seating walls, benches, tables, trellises, sculpture, and other elements to establish social gathering places and integrated pedestrian network throughout development.
- Parking lots - see page 10 &11.
- Erosion Control - see page 12.
- Landscape planting specifications - see pages 15-17.
- See street tree list - pages 18-23.

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PLANNING COMMISSION STAFF REPORT

Case: PA09-0029 (Amendment to Municipal Code 9.17)

Date: November 12, 2009

Applicant: City of Moreno Valley

Representative: Planning Division

Location: City-wide

Proposal: The proposed amendment is a minor update to the Moreno Valley Municipal Code 9.17 Landscape Requirement provisions and the Landscape Standards concerning regulations regarding landscape requirements. The amendment considers the overall visual appeal as well as reduced water usage to ensure compliance with State of California requirements.

Redevelopment Area: Yes

Recommendation: Approval

ATTACHMENT 3

PROJECT DESCRIPTION

This proposed amendment would update the Municipal Code Section 9.17 and the Landscape Standards which were last modified January 15, 2009. Since that date, changes have been made by the State model ordinance standards. Those minor changes have been incorporated into this amendment. The Landscape Standards assist the Municipal Code 9.17 in providing specific design requirements along with designated street tree and the project tree calculation sheet.

Attachment 3 is a copy of the proposed amendment to Municipal Code Section 9.17 and Attachment 4 is a copy of the proposed Landscape Standards with proposed deletions shown as stricken text and additions are underlined.

ANALYSIS

The Landscape Requirements Section 9.17 of the Municipal Code provides requirements to ensure landscapes are aesthetically designed while promoting low water usage. The requirements apply to all new development in all zoning districts and specific plans if the specific plan differs to the Municipal Code. Landscape areas include public right-of-ways, areas adjacent to the public right-of-way, easements, setbacks, parking areas, quasi-public, commercial, industrial, and residential landscape areas.

In order to comply with the State of California requirements regarding a reduction of water usage, the landscape ordinance was revised and updated earlier this year to require low water use plants and smart irrigation controllers to eliminate water waste. At that time, the State was still working on updates to the model ordinance implementation, so future minor modifications were anticipated.

The main modification by the State in the final model ordinance related to post construction monitoring of water use. "Water efficiency" requirements related to Eastern Municipal Water District's (EMWD) conservation requirements have been added to address the requirement for such monitoring. EMWD has access to individual customer water usage and has also adopted a tiered water rate structure to encourage water conservation. The City will assist Eastern Municipal Water District to the extent feasible.

The Landscape Standards have been updated with the new Residential 30 designation requirements. The R30 multi-family designation requires a minimum perimeter tree count of one for every 20 linear feet for additional screening.

ENVIRONMENTAL

The project is exempt from the California Environmental Quality Act (CEQA) in accordance with Section 15061 as defined by Section 15378 of the CEQA Guidelines. The amendment does not have the potential to cause a significant effect on the environment.

NOTIFICATION

A 1/8 page public notice was published in the local newspaper Sunday November 1, 2009.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission adopt Resolution No. 2009-32 and thereby recommend that the City Council take the following actions:

1. **RECOGNIZE** that PA09-0029 (Municipal Code Amendment) qualifies as an exemption in accordance with CEQA Guidelines, Section 15061 as defined by Section 15378.
2. **APPROVE** PA09-0029 (Municipal Code Amendment) as shown on attachments included as Attachment 3 and 4.

Prepared by:

Approved by:

Julia Descoteaux
Associate Planner

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2009-32
3. 9.17 Landscape Guidelines w/ strike out
4. Landscape Standards

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Attachment #4 – Provided Under Separate Cover

Planning Commission Minutes
November 12, 2009

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4
5 CHAIR MARZOEKI – May I have the Staff Report please.

6
7 ASSOCIATE PLANNER DESCOTEAUX – I'm Julia Descoteaux, Associate
8 Planner. The Amendment before you is an update to the update that we brought
9 you earlier this year for the Landscape Requirements and Standards. In order to
10 comply with the State of California requirements regarding the reduction of water
11 usage, the Landscape Ordinance was revised again earlier this year and at that
12 time we anticipated some future modifications. The main modification tonight is
13 based on the State requiring a final Model Ordinance related to the post
14 construction monitoring of water use. We've added water efficiency
15 requirements related to EMWD, which is the Eastern Municipal Water District
16 conservation requirements which they put out earlier this year and in addition
17 they've already started the tiered water rates to help and to encourage water
18 conservation. The City will assist Eastern Municipal Water District to the extent
19 feasible as they are the main water purveyor in the City. The Landscape
20 Standards have also been updated with the new Residential 30 (R30)
21 Designation requirements for parameter trees for every 20 linear feet to provide
22 additional screening for that zoning designation.

23
24 The project is exempt from California Environmental Quality Act in accordance
25 with Section 15061 as defined by Section 15378 of the CEQA Guidelines. The
26 Amendment does not have the potential to cause a significant effect on the
27 environment. This concludes Staff's presentation and at this time I can answer
28 any questions for you. Thank you.

29 CHAIR MARZOEKI – Do we have any questions of Staff?

30
31 COMMISSIONER DE JONG – The trees for the one and twenty for the R30, is
32 that a particular kind of tree or is that any tree that they use is going to fall within
33 that dimension?

34
35 PLANNING OFFICIAL TERELL – There are suggested trees and I believe in the
36 Code there is a requirement that there be a balance. They are screen trees, so
37 we would anticipate that they would be non-deciduous because they are
38 intended to be a screen tree, but there is also a pattern across the front of the
39 property where we can probably encourage a mix of deciduous and screen trees,
40 as well as in parking lots, so it probably will be a mixture. Where it is intended to
41 be a screen we would look at non-deciduous and where it isn't then we would
42 want a variety of trees.

43
44 COMMISSIONER DE JONG – Good, very smart.

45
ATTACHMENT 4

1 **CHAIR MARZOEKI** – Is there any other questions? No, okay, well I'll open up
2 the Public Testimony Portion. Does anybody want to speak on this Item? I'm
3 getting nods from the audience. No... so then we will close the Public Testimony
4 Portion of this Item and we will open it up to Commissioner Comments.

5
6 **COMMISSIONER GELLER** – I don't think there is much to say, so unless
7 anyone has an objection, I'll make a motion.

8
9 **CHAIR MARZOEKI** – Are there any objections?

10
11 **COMMISSIONER DE JONG** – No objections and I agree

12
13 **CHAIR MARZOEKI** – Okay, go ahead

14
15 **COMMISSIONER GELLER** – I make a motion that we **ADOPT** Resolution No.
16 2009-32 and thereby recommend that the City Council take the following actions:

- 17 1. **RECOGNIZE** that PA09-0029 Municipal Code Amendment qualifies as an
18 exemption in accordance with CEQA Guidelines, Section 15061 as defined
19 by Section 15378; and,
- 20 2. **APPROVE** PA09-0029 Municipal Code Amendment as shown on
21 attachments included as Attachments 3 and 4.

22
23 **COMMISSIONER DE JONG** – I'll second that

24
25 **CHAIR MARZOEKI** – We have a motion and a second. Is there any discussion?
26 All in favor?

27
28 Opposed – 0

29
30 **Motion carries 6 – 0, with one absent (Commissioner Salas)**

31
32 **CHAIR MARZOEKI** – Is there any Staff wrap up for that?

33
34 **PLANNING OFFICIAL TEREEL** – Yes this item will be forwarded to the City
35 Council for final action and that is tentatively scheduled for December 8th and
36 then after that we'll be sending it up to the State and we're hoping that they
37 accept that without requesting any other changes because we didn't use the
38 Model Ordinance. It has a variety of issues that don't work in a City that doesn't
39 own a water company and we've been very fortunate that Eastern Municipal
40 Water District has stepped up and they really are taking care of the post
41 construction or post installation monitoring primarily through tiered rates, which
42 I'm sure doesn't make everyone very happy, but under the State Law that is an
43 accepted an accepted form of monitoring and I didn't know until we really got
44 involved in this that the amount of water that all of you use, I can't find out. It's
45 covered by privacy, so the City is not in the position to even find out what
46 people's water usage is, so that's again another reason why EMWD is the

1 appropriate one to do that and the City will assist in identifying places where
2 water is being wasted or broken water lines or things like that, so we'll be
3 assisting in that manner, but otherwise December 8th should be it at the City
4 Council.

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6 **CHAIR MARZOEKI** – Okay, thank you. That is our last Public Hearing Item, so
7 we will move on to Item 800.
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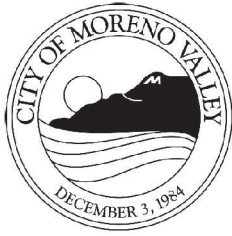
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**CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES
December 8, 2009**

- a) Report by Mayor Richard A. Stewart on March Joint Powers Commission (MJPC)**
- b) Report by Mayor Pro Tem Flickinger on Southern California Association of Governments (SCAG)**

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APPROVALS	
BUDGET OFFICER	<i>cof</i>
CITY ATTORNEY	<i>RH</i>
CITY MANAGER	<i>PA</i>

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, CMC
City Clerk

AGENDA DATE: December 8, 2009

TITLE: City Council Reorganization – Selection of Mayor and Mayor Pro Tem

RECOMMENDED ACTION

Staff recommends that the City Council conduct the reorganization of the City Council by selecting two Council Members to serve one-year terms respectively as Mayor and Mayor Pro Tem.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

City Council Rules of Procedures provide that the City Council meet annually and select at its first regular meeting in December and choose one of its number as Mayor and another of its number as Mayor Pro Tem. The rules also indicate that the new Mayor and Mayor Pro Tem shall be installed and sworn in during a special ceremonial meeting on the first Tuesday of January (January 5, 2010) and assume their offices at the regular City Council meeting on the second Tuesday of January (January 12, 2010).

DISCUSSION

The Rules of Procedures Section 4.2.3 provides that nominations for the office of Mayor and Mayor Pro Tem may be made by any member of the City Council and need not be seconded in order to be effective. Each selection shall be by three or more affirmative votes. If no person receives three or more votes in the selection process for one or both offices, the process shall be repeated immediately, provided that the two persons

receiving the highest number of votes in the preceding selection process shall be the only nominees for the office to be filled. If the process is repeated and no person has received three affirmative votes for the office, the City Council may either repeat the selection process until the officer has been duly selected or may continue the selection to the next regular meeting of the City Council.

Voting in the selection of the Mayor and Mayor Pro Tem shall be by written ballot unless the City Council, by three or more affirmative votes, determines to conduct the selection process by voice vote. If the process is conducted by a written ballot, the vote of each Council Member shall remain undisclosed until all votes have been cast and have been lodged with the City Clerk. The City Clerk shall read aloud into the minutes of the City Council the identity of the voting Council Member and the name of the person for whom such person is voting. The written ballots shall be public documents and shall be retained in the records of the City Council. The Standard Code of Parliamentary Procedure shall apply to resolve any question of procedure arising during the selection process, which is not governed by Section 4.2 of the City Council Rules of Procedure.

The new Mayor and Mayor Pro Tem shall serve until the next meeting scheduled for selection of Mayor and Mayor Pro Tem in December 2010.

ALTERNATIVES

1. Conduct the reorganization of the City Council by selecting a new Mayor and Mayor Pro Tem.
2. Continue the selection to the next regular meeting of the City Council if upon repeating the selection process, no person receives three affirmative votes for either Mayor or Mayor Pro Tem.

FISCAL IMPACT

There is no fiscal impact associated with the recommended action.

NOTIFICATION

Publication of the Agenda

ATTACHMENTS/EXHIBITS

None

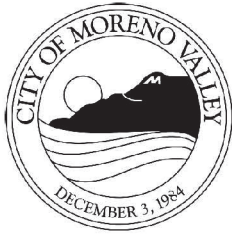
Prepared By:
 Name Jane Halstead
 Title City Clerk

Department Head Approval:
 Name Jane Halstead
 Title Clerk

Concurred By:
 Name
 Title

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

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Rut</i>
CITY MANAGER	<i>PA</i>

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: December 8, 2009

TITLE: APPOINTMENT TO THE ARTS COMMISSION

RECOMMENDED ACTION

Staff recommends that the City Council, after reviewing the ballot provided by the City Clerk:

1. Appoint one member to the Arts Commission with a term expiring June 30, 2011;
4. If appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

BACKGROUND

Applications were accepted by the City Clerk's Office to fill vacancies for the Arts Commission. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointee will serve without compensation for a designated term.

The Arts Commission has one vacant position with a term expiring June 30, 2011. The City Clerk's Office received two applications for this Commission. Applications were submitted by Nina Hiers and Laretta R. Phillips.

Per the Council-adopted policy, prospective applicants are required to attend at least one meeting of their desired board or commission prior to appointment. Both applicants complied with this requirement.

ALTERNATIVES

The Arts Commission considers matters pertaining to the promoting arts activities and education in the City. Choosing not to fill vacancies on this commission would result in decreased participation from residents. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointment.

NOTIFICATION

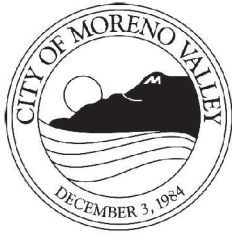
1. Publication of the agenda
2. Report and agenda mailed to applicants

Prepared By:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

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

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RH</i>
CITY MANAGER	<i>W/S</i>

Report to City Council

TO: Mayor and City Council

FROM: Chris A. Vogt, P.E., Public Works Director/City Engineer

AGENDA DATE: December 8, 2009

TITLE: INTRODUCTION OF ORDINANCE REGARDING
TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM
AMENDMENT AND IMPLEMENTATION OF A ONE-YEAR
TEMPORARY TUMF REDUCTION

RECOMMENDED ACTION

Staff recommends that the City Council introduce the proposed Ordinance No. 807, repealing and re-enacting Chapter 3.44 of the City of Moreno Valley Municipal Code authorizing participation in the Western Riverside County Transportation Uniform Mitigation Fee program, allowing for a temporary reduction in TUMF.

BACKGROUND

The Transportation Uniform Mitigation Fee (TUMF) Program is a mandatory development impact fee program in western Riverside County. It was developed cooperatively between the Western Riverside Council of Governments (WRCOG) and local agencies in order to fund regional road facilities that are needed to serve new development. Local agencies remit TUMF revenues to WRCOG, which administers the program.

Pursuant to the Mitigation Fee Act (Gov. Code §66000 *et seq.*), WRCOG has prepared a new nexus study ("2009 Nexus Study") to update the fees. The 2009 Nexus Study includes an Addendum discussing the need for a temporary reduction in fees. On September 14th and October 5th, 2009, the WRCOG Executive Committee reviewed the 2009 Nexus Study and TUMF Program which resulted in a recommendation that TUMF participating jurisdictions update their fees by amending their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction. The WRCOG Executive Committee also authorized a temporary reduction in fees. The 2009 Nexus Study and related documents are available for review in the Transportation Engineering Division of the Public Works Department.

DISCUSSION

The proposed Ordinance provides the legal basis for a revised TUMF schedule and a one-year temporary reduction in fees. The Ordinance also revises definitions of “Class A” and “Class B” Office to allow slightly smaller buildings to qualify, and establishes a definition for “TUMF participating jurisdiction.” The actual TUMF schedule and temporary fee schedule will be established through a future Resolution, which the City Council may amend from time to time when needed.

In accordance with the Mitigation Fee Act, the proposed Ordinance and 2009 Nexus Study: (i) identifies the purpose of the revised fees; (ii) identifies the use to which the revised fees is to be put, including identification of any facilities to be financed; (iii) determines how there is a reasonable relationship between the fee’s use and the type of development project on which the fee is imposed; (iv) determines how there is a reasonable relationship between the need for the public facilities and the type of development project upon which the fees are imposed; and (v) determines how there is a reasonable relationship between the amount of the fees and the cost of the public facilities or portion of the public facility attributable to the development on which the fees are imposed.

The TUMF reduction will automatically sunset after December 31, 2010, unless further action is taken. WRCOG will provide direction to the City before that time if an extension of the reduction is warranted.

The Addendum discussing the need for a temporary fee reduction also sets forth a set of adjustments to the maximum TUMF share of the various Network and Transit project costs and addresses the issue of the resultant Program funding shortfall. The adjustments assure a balance between the overall fee revenues generated at the reduced fee levels and the eligible project costs upon which the TUMF is based and the revenues expended. The cumulative result of these adjustments results in the anticipated need for local agencies to supplement TUMF project budgets with other sources, especially when construction costs begin to increase as the economy recovers.

ALTERNATIVES

1. Introduce the proposed ordinance, repealing and re-enacting Chapter 3.44 of the City of Moreno Valley Municipal Code authorizing participation in the Western Riverside county Transportation Uniform Mitigation Fee Program, and allowing for a temporary reduction in TUMF. *This alternative will help stimulate development and maintain consistency with WRCOG policies.*

2. Do not adopt the proposed ordinance, repealing and re-enacting Chapter 3.44 of the City of Moreno Valley Municipal Code authorizing participation in the Western Riverside County Transportation Uniform Mitigation Fee program, and allowing for a temporary reduction in TUMF. *This alternative will result in the City's TUMF being higher than neighboring cities and unnecessarily higher than recommended by WRCOG.*

FISCAL IMPACT

Due to the downturn in the economy and significantly less development occurring within the region, WRCOG will continue to see declining TUMF revenues, thereby generating a fiscal impact to the City of Moreno Valley. Within the Central Zone, funding for projects remains highly competitive. However, construction costs have gone down since this time last year due to increased competition and lower material prices.

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 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.

NOTIFICATION

Publication of Agenda

ATTACHMENT

1. Proposed Ordinance

Prepared By:
John Kerenyi, P.E.
Senior Engineer

Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

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

ORDINANCE NO. 807

AN ORDINANCE OF THE CITY OF MORENO VALLEY, CALIFORNIA, REPEALING AND RE-ENACTING CHAPTER 3.44 OF TITLE 3 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, AUTHORIZING PARTICIPATION IN THE WESTERN RIVERSIDE COUNTY TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM AND ADOPTING A TEMPORARY FEE REDUCTION

The City Council of the City of Moreno Valley ordains as follows:

SECTION 1. PRIOR ENACTMENTS REPEALED

1.1 All prior enactments of Chapter 3.44 of the Municipal Code are hereby repealed, effective upon the date which this Ordinance becomes effective and operative.

SECTION 2. MUNICIPAL CODE AMENDED

2.1 Chapter 3.44 of Title 3 of the City of Moreno Valley Municipal Code is hereby amended in its entirety to read as follows:

“Chapter 3.44

**Western Riverside County
Transportation Uniform Mitigation Fee Program**

Sections:

3.44.010	Title
3.44.020	Findings
3.44.030	Definitions
3.44.040	Establishment of the Transportation Uniform Mitigation Fee
3.44.050	Reimbursements
3.44.060	Procedures for the Levy, Collection, and Disposition of Fees
3.44.070	Appointment of TUMF Fund Administrator
3.44.080	Effect
3.44.090	Severability
3.44.100	Judicial Review

Attachment 1

1

Ordinance No. 807
Date Adopted: January 12, 2010

3.44.010 Title

This Ordinance shall be known as the “Western Riverside County Transportation Uniform Mitigation Fee Program Ordinance of 2006” and shall replace and supersede Chapter 3.44 of the Moreno Valley Code.

3.44.020 Findings

A. The City is a member agency of the Western Riverside Council of Governments (“WRCOG”), a joint powers agency comprised of the County of Riverside and 15 cities located in Western Riverside County. Acting in concert, the WRCOG Member Agencies developed a plan whereby the shortfall in funds needed to enlarge the capacity of the Regional System of Highways and Arterials in Western Riverside County (the “Regional System”) could be made up in part by a Transportation Uniform Mitigation Fee (“TUMF”) on future residential, commercial, and industrial development. As a Member Agency of WRCOG and as a TUMF Participating Jurisdiction, the City participated in the preparation of a certain “Western Riverside County Transportation Uniform Fee Nexus Study,” dated October 18, 2002 (the “2002 Nexus Study”) prepared in compliance with the Mitigation Fee Act (Gov. Code §§ 66000 et seq.) and adopted by the WRCOG Executive Committee. Based on the 2002 Nexus Study, the City adopted and implemented an Ordinance authorizing the City’s participation in a TUMF Program.

B. WRCOG, with the assistance of TUMF participating jurisdictions, has prepared an updated nexus study entitled “Transportation Uniform Mitigation Fee Nexus Study: 2009 Update” (“2009 Nexus Study”) pursuant to California Government Code sections 66000 et seq. (the Mitigation Fee Act), for the purpose of updating the fees. On September 14th and October 5th, 2009, the WRCOG Executive Committee reviewed the 2009 Nexus Study and TUMF Program and recommended TUMF participating jurisdictions amend their applicable TUMF ordinances to reflect changes in the TUMF network and the cost of construction in order to update the TUMF Program.

C. Consistent with its previous findings made in the adoption of Ordinance No. 719 § 2.1 (part), 2006, the City Council has been informed and advised, and hereby finds, that if the capacity of the Regional System is not enlarged and unless development contributes to the cost of improving the Regional System, the result will be substantial traffic congestion in all parts of Western Riverside County, with unacceptable Levels of Service. Furthermore, the failure to mitigate growing traffic impacts on the Regional System will substantially impair the ability of public safety services (police and fire) to respond and, thus, adversely affect the public health, safety and welfare. Therefore, continuation of a TUMF Program is essential.

D. However, the City Council realizes the impact of an economic recession on development and the construction sector in Western Riverside County as indicated in the Addendum to the 2009 Nexus Study, attached and incorporated as part of the 2009 Nexus Study in Exhibit "B." The City Council finds that that a temporarily fifty percent (50%) reduction in TUMF fees through December 31, 2010 will encourage economic development by reducing the overall cost of development. The same adjustment of the entire TUMF Program will also assure that each development continues to contribute a fair share of the total Program costs without unduly burdening later projects to make up the TUMF revenues that would be effectively forfeited during the temporary reduction period. The City Council further finds that the resulting minor decrease in TUMF revenues will not have a material effect on the ability to fulfill the purposes of the TUMF Program or the ability to make the findings recited herein pursuant to the Mitigation Fee Act.

E. The City Council finds and determines that there is a reasonable and rational relationship between the use of the TUMF and the type of development projects on which the fees are imposed because the fees will be used to construct the transportation improvements that are necessary for the safety, health and welfare of the residential and non-residential users of the development in which the TUMF will be levied.

F. The City Council finds and determines that there is a reasonable and rational relationship between the need for the improvements to the Regional System and the type of development projects on which the TUMF is imposed because it will be necessary for the residential and non-residential users of such projects to have access to the Regional system. Such development will benefit from the Regional System improvements and the burden of such developments will be mitigated in part by payment of the TUMF.

G. The City Council finds and determines that the cost estimates set forth in the new 2009 Nexus Study are reasonable for constructing the Regional System improvements and the facilities that compromise the Regional System, and that the amount of the TUMF expected to be generated by new development will not exceed the total fair share cost to such development.

H. The fees collected pursuant to this Ordinance shall be used to help pay for the design, planning, construction of and real property acquisition for the Regional System improvements and its facilities as identified in the 2009 Nexus Study. The need for the improvements and facilities is related to new development because such development results in additional traffic and creates the demand for the improvements.

I. By notice duly given and published, the City Council set the time and place for a public meeting on the 2009 Nexus Study and the fees proposed thereunder, and at least ten (10) days prior to this meeting, the City Council made the 2009 Nexus Study available to the public.

J. At the time and place set for the meeting, the City Council duly considered data and information provided by the public relative to the cost of the improvements and facilities for which the fees are proposed and all other comments, whether written or oral, submitted prior to the conclusion of the meeting.

K. The City Council finds that the 2009 Nexus Study proposes a fair and equitable method for distributing a portion of the unfunded costs of improvements and facilities to the Regional system.

L. The City Council hereby adopts the 2009 Nexus Study, including its Addendum regarding temporary fee reduction, and its findings, which Study is on file in the Public Works Department.

M. The City Council hereby adopts this Ordinance to amend and supersede the provisions of Ordinance No. 719 § 2.2 (part), 2006.

3.44.030 Definitions

For the purpose of this Ordinance, the following words, terms and phrases shall have the following meanings:

- A. **“Class ‘A’ Office”** means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class ‘A’ Office shall be as follows: (i) minimum of three stories (exception will be made for March JPA, where height requirements exist); (ii) minimum of 10,000 square feet per floor; (iii) steel frame construction; (iv) central, interior lobby; and (v) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/ exits for commercial uses within the building.

Attachment 1

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Ordinance No. 807
Date Adopted: January 12, 2010

- B. **“Class ‘B’ Office”** means an office building that is typically characterized by high quality design, use of high end building materials, state of the art technology for voice and data, on site support services/maintenance, and often includes full service ancillary uses such as, but not limited to a bank, restaurant/office coffee shop, health club, printing shop, and reserved parking. The minimum requirements of an office building classified as Class ‘B’ Office shall be as follows: (i) minimum of two stories; (ii) minimum of 15,000 square feet per floor; (iii) steel frame, concrete or masonry shell construction; (iv) central, interior lobby; and (v) access to suites shall be from inside the building unless the building is located in a central business district with major foot traffic, in which case the first floor may be accessed from the street to provide entrances/exits for commercial uses within the building.
- C. **“Development Project” or “Project”** means any project undertaken for the purposes of development, including the issuance of a permit for construction.
- D. **“Gross Acreage”** means the total property area as shown on a land division map of record, or described through a recorded legal description of the property. This area shall be bounded by road rights of way and property lines.
- E. **“Habitable Structure”** means any structure or part thereof where persons reside, congregate or work and which is legally occupied in whole or part in accordance with applicable building codes, and state and local laws.
- F. **"Industrial Project"** means any development project that proposes any industrial or manufacturing use. Retail, office and financial, restaurant, service or auto service or non-industrial uses are not included in this classification.
- G. **"Low Income Residential Housing"** means residential units in publicly subsidized projects constructed as housing for low-income households as such households are defined pursuant to section 50079.5 of the Health and Safety Code. "Publicly subsidized projects," as the term is used herein, shall not include any project or project applicant receiving a tax credit provided by the State of California Franchise Tax Board.

- H. **“Multi Family Residential Unit”** means a development project that has a density of greater than eight (8) residential dwelling units per gross acre.
- I. **“Non-Residential Unit”** means retail commercial, service commercial and industrial development which is designed primarily for non-dwelling use, but shall include hotels and motels.
- J. **“Recognized Financing District”** means a Financing District as defined in the TUMF Administrative Plan as may be amended from time to time.
- K. **“Residential Dwelling Unit”** means a building or portion thereof used by one (1) family and containing but one (1) kitchen, which is designed primarily for residential occupancy including single-family and multi-family dwellings. "Residential Dwelling Unit" shall not include hotels or motels.
- L. **“Retail Commercial Project”** means any development project that proposes any commercial use not defined as a service commercial project, per item “M” below, and consisting of retail sales of goods or services produced or warehoused on site, as defined in the City of Moreno Valley Municipal Code.
- M. **“Service Commercial Project”** means any development project that is predominately dedicated to business activities associated with professional or administrative services, and typically consists of corporate offices, financial institutions, legal and medical offices.
- N. **“Single Family Residential Unit”** means each residential dwelling unit in a development that has a density of 8 units to the gross acre or less.
- O. **“TUMF Participating Jurisdiction”** means a jurisdiction in Western Riverside County which has adopted and implemented an ordinance authorizing participation in the TUMF Program and complies with all regulations established in the TUMF Administrative Plan, as adopted and amended from time to time by the WRCOG.

3.44.040 Establishment of the Transportation Uniform Mitigation Fee

- A. **Adoption of TUMF Fee Schedule.** The schedule of fees shall be adopted by resolution (“Resolution”).

- B. **Fee Calculation.** The fees shall be calculated according to the calculation methodology set forth in the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time. The following shall be observed for purposes of calculating the fee:
1. For non-residential projects, the fee rate utilized shall be based upon the predominant use of the building or structure identified in the building permit and as further specified in the TUMF Administrative Plan.
 2. For non-residential projects, the fee shall be calculated on the total square footage of the building or structure identified in the building permit and as further specified in the TUMF Administrative Plan.
- C. **Fee Adjustment.** The fee schedule may be periodically reviewed and the amounts adjusted by the WRCOG Executive Committee. By amendment to the Resolution, the fees may be increased or decreased to reflect changes in actual and estimated costs of the Regional System including, but not limited to, debt service, lease payments and construction costs. The adjustment of the fees may also reflect changes in the facilities required to be constructed, in estimated revenues received pursuant to this Ordinance, as well as the availability or lack thereof of other funds with which to construct the Regional System. WRCOG shall review the TUMF Program no less than every four (4) years after the effective date of this Ordinance.
- D. **Temporary Fee Reduction Period.**
- i. Notwithstanding Section 4A of Ordinance No. 807 and the adopted TUMF schedule, the City Council may, by separate resolution, adopt a reduced TUMF fee schedule applicable only through December 31, 2010. The TUMF may be so reduced by up to fifty percent (50%) of fees established in the schedule adopted pursuant to Section 4A of this Ordinance. If fees are reduced, all other sections of Ordinance No. 807 shall still be in effect during the temporary fee reduction period. After December 31, 2010, the regular TUMF schedule, as adopted by the City Council and revised from time to time pursuant to Section 4A of this Ordinance, shall automatically apply.
 - ii. If reduced fees are paid pursuant to this Section 4D at the time application is made for a building permit and either the application or the building permit expires, subsequent building permit application on the same parcel shall be subject to the full TUMF amount, unless the temporary fee reduction period is still in effect at the time the subsequent application is made.

- E. **Purpose.** The purpose of the TUMF is to fund those certain improvements to the Regional System depicted and identified in the 2009 Nexus Study, which is on file in the Public Works Department.
- F. **Applicability.** The TUMF shall apply to all new development within the City unless otherwise exempt hereunder.
- G. **Exemptions.** The following new development shall be exempt from the TUMF:
1. Low income residential housing.
 2. Government/public buildings, public schools and public facilities.
 3. The rehabilitation and/or reconstruction of any habitable structure in use on or after January 1, 2000 provided that the same or fewer traffic trips are generated as a result thereof.
 4. Development Projects which are the subject of a Public Facilities Development Agreement entered into pursuant to Government Code, Section 65864 et seq. prior to the effective date of Ordinance No. 623 § 2.2 (part), 2003, wherein the imposition of new fees are expressly prohibited provided that if the term of such a Development Agreement is extended by amendment or by any other manner after the effective date of Ordinance No. 623 § 2.2 (part), 2003; the TUMF shall be imposed.
 5. Guest Dwellings, as defined in Section as defined in the City of Moreno Valley Municipal Code.
 6. Additional single family residential units located on the same parcel pursuant to the provisions of any agricultural zoning classifications as defined in the City of Moreno Valley Municipal Code.
 7. Kennels and Catteries established in connection with an existing single family residential unit and as defined as defined in the City of Moreno Valley Municipal Code.
 8. Detached Second Units and Attached Second Units as defined in the City of Moreno Valley Municipal Code.

9. The sanctuary building of a church or other house of worship, eligible for a property tax exemption.
 10. Any nonprofit corporation or nonprofit organization offering and conducting full-time day school at the elementary, middle school or high school level for students between the ages of five and eighteen years.
- H. Credit. Regional System improvements may be credited toward the TUMF in accordance with the TUMF Administrative Plan and the following:

Regional Tier

1. **Arterial Credits:** If a developer constructs arterial improvements identified on the Regional System, the developer shall receive credit for all costs associated with the arterial component based on approved Nexus Study, including any addenda, for the Regional System effective at the time the credit agreement is entered into. WRCOG staff must pre-approve any credit agreements that deviate from the standard WRCOG approved format.
2. **Other Credits:** In special circumstances, when a developer constructs off-site improvements such as an interchange, bridge, or railroad grade separation, credits shall be determined by WRCOG and the City in consultation with the developer. All such credits must have prior written approval from WRCOG.
3. The amount of the development fee credit shall not exceed the maximum amount determined by the Nexus Study, including any addenda, for the Regional System at the time the credit agreement is entered into or actual costs, whichever is less.

Local Tier

1. The local jurisdictions shall compare facilities in local fee programs against the Regional System and eliminate any overlap in its local fee program except where there is a Recognized Financing District has been established.
2. If there is a Recognized Financing District established, the local agency may credit that portion of the facility identified in both programs against the TUMF in accordance with the TUMF Administrative Plan.

3.44.050 Reimbursements

Should the developer construct Regional System improvements in excess of the TUMF fee obligation, the developer may be reimbursed based on actual costs or the approved Nexus Study, including any addenda, effective at the time the agreement was entered into, whichever is less. Reimbursements shall be enacted through a three party agreement including the developer, WRCOG, and the City, contingent on funds being available. In all cases, however, reimbursements under such special agreements must coincide with construction of the transportation improvements as scheduled in the five-year Capital Improvements Program adopted annually by WRCOG.

3.44.060 Procedures for the Levy, Collection, and Disposition of Fees

A. Authority of the Community Development Department. The Director of Community Development, or his/her designee, is hereby authorized to levy and collect the TUMF and make all determinations required by this Ordinance.

B. Payment. Payment of the fees shall be as follows:

1. The fees shall be paid at the time a certificate of occupancy is issued for the Development Project or upon final inspection, whichever comes first (the "Payment Date"). However, this section should not be construed to prevent payment of the Fees prior to issuance of an occupancy permit or final inspection. Fees may be paid at the time application is made for a building permit, and the fee payment shall be calculated based on the fee in effect at that time, provided the developer tenders the full amount of his/her TUMF obligation. If the developer makes only a partial payment prior to the Payment Date, the amount of the fee due shall be based on the TUMF fee schedule in place on the Payment Date. The fees shall be calculated according to fee schedule set forth in the Resolution and the calculation methodology set forth in the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time.
2. The fees required to be paid shall be the fee amounts in effect at the time of payment is due under this Ordinance, not the date the Ordinance is initially adopted. The City shall not enter into a development agreement which freezes future adjustments of the TUMF.

3. If all or part of any development project is sold prior to payment of the fee, the property shall continue to be subject to the requirement for payment of the fee. The obligation to pay the fee shall run with the land and be binding on all successors in interest to the property.

4. Fees shall not be waived.

C. **Disposition of Fees.** All fees collected hereunder shall be transmitted to the Executive Director of WRCOG within thirty days for deposit, investment, accounting and expenditure in accordance with the provisions of this Ordinance and the Mitigation Fee Act.

D. **Appeals.** Appeals shall be filed with WRCOG in accordance with the provisions of the TUMF Administrative Plan. Appealable issues shall be the application of the fee, application of credits, application of reimbursement, application of the legal action stay and application of exemption.

E. **Reports to WRCOG.** The Director of Community Development, or his/her designee, shall prepare and deliver to the Executive Director of WRCOG, periodic reports as will be established in the administrative plan.

3.44.070 Appointment of the TUMF Administrator

WRCOG is hereby appointed as the Administrator of the Transportation Uniform Mitigation Fee Program. WRCOG is hereby authorized to receive all fees generated from the TUMF within the City, and to invest, account for and expend such fees in accordance with the provisions of this Ordinance and the Mitigation Fee Act. The detailed administrative procedures concerning the implementation of this Ordinance shall be contained in the TUMF Administrative Plan adopted May 5, 2003 and as may be amended from time to time. Furthermore, the TUMF Administrator shall use the Fee Calculation Handbook adopted July 14, 2003, as amended from time to time, for the purpose of calculating a developer's TUMF obligation. In addition to detailing the methodology for calculating all TUMF obligations of different categories of new development, the purpose of the Fee Calculation Handbook is to clarify for the TUMF Administrator, where necessary, the definition and calculation methodology for uses not clearly defined in the respective TUMF ordinances.

WRCOG shall expend only that amount of the funds generated from the TUMF for staff support, audit, administrative expenses, and contract services that are necessary and reasonable to carry out its responsibilities and in no case shall the funds expended for salaries and benefits exceed one percent (1%) of the revenue raised by the TUMF. The TUMF Administrative Plan further outlines the fiscal responsibilities and limitations of the Administrator.

3.44.080 Effect

No provisions of this Ordinance shall entitle any person who has already paid the TUMF to receive a refund, credit or reimbursement of such payment. This Ordinance does not create any new TUMF.

3.44.090 Severability

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

3.44.100 Judicial Review

In accordance with State law, any judicial action or proceeding to attack, review, set aside, void or annul this Ordinance shall be commenced within 90 days of the date of adoption of this Ordinance."

SECTION 3. EFFECT OF ENACTMENT

3.1 This ordinance supersedes the provisions of Ordinance No. 719, provided this Ordinance is not declared invalid or unenforceable by a court of competent jurisdiction. If, for whatever reason, this Ordinance is declared invalid or unenforceable by a court of competent jurisdiction, Ordinance No. 719 and all other related ordinances and policies shall remain in full force and effect.

SECTION 4. NOTICE OF ADOPTION

4.1 Within fifteen (15) 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 (3) public places within the City.

SECTION 5. EFFECTIVE DATE

5.1 This Ordinance shall become effective February 11, 2010.

APPROVED AND ADOPTED this 12th day of January, 2010.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

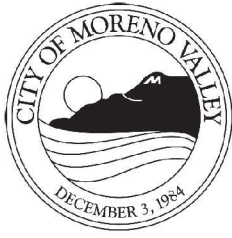
ORDINANCE JURAT

[Clerk's office will prepare]

[NOTE: Any attachments or exhibits to this ordinance should follow this jurat.]

Attachment 1
14

Ordinance No. 807
Date Adopted: January 12, 2010



APPROVALS	
BUDGET OFFICER	<i>cof</i>
CITY ATTORNEY	<i>RW</i>
CITY MANAGER	<i>WBS</i>

Report to City Council

TO: Mayor and City Council

FROM: Steve Elam, Financial & Administrative Services Director

AGENDA DATE: December 8, 2009

TITLE: APPROVAL OF CHECK REGISTER FOR OCTOBER, 2009; AND CONSIDERATION OF PROPOSED DESCRIPTION REVISION ON FUTURE CHECK REGISTERS

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2009-120, approving the Check Register for the month of October, 2009 in the amount of \$24,188,442.50; and
2. Authorize staff to prepare future Check Registers such that the "Description/Purpose of Payment" information is generated from the chart of accounts rather than being entered manually by staff.

BACKGROUND

To facilitate Council's review, the Check Register lists in alphabetical order all checks in the amount of \$25,000 or greater, followed by a listing in alphabetical order of all checks less than \$25,000. The Check Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

DISCUSSION

The "Description/Purpose of Payment" information shown on the Check Register is manually entered by staff in the Financial Operations Division. Due to a staffing reduction of 31% in this Division, which was necessitated by deficit reduction targets the past two fiscal years, staff has been exploring potential efficiency improvements to meet ongoing workload demands with fewer staff. Utilizing the object code in the chart of accounts to automatically generate the "Description/Purpose of Payment" information

will save approximately 10 hours of staff time for each Check Register. This savings will be helpful in mitigating the high level of overtime that Financial Operations staff is currently working in order to fulfill ongoing work requirements.

The proposed change will result in a more general payment description being shown on the Check Registers, since it would replicate the object account description in the chart of accounts, rather than a more detailed payment description as currently provided. Attachment "A" is the traditional Check Register, with a detailed payment description. Attachment "B" is the same Check Register but with the payment description automatically generated from the chart of accounts. Both Check Registers are provided so the City Council can compare the payment description level of detail to determine if the proposed change would be acceptable.

FISCAL IMPACT

The disbursements itemized in the attached Check Register are reflected in the adopted FY 2009-10 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds. There is no specific fiscal impact associated with the proposed change in Check Register payment description, except reduction of overtime hours being worked by various staff in order to produce the Check Register, as well as supervisory and management review time.

ATTACHMENTS/EXHIBITS

- Resolution No. 2009-120
- Attachment "A" - Check Register for Month of October, 2009 (traditional report with detailed payment descriptions)
- Attachment "B" - Check Register for Month of October, 2009 (proposed report with payment descriptions generated from chart of accounts)

Prepared By:
Domilena R. Gonzales
Principal Accountant

Department Head Approval:
Steve Elam
Financial & Administrative Services Director

Concurred By:
Cynthia Fortune
Financial Operations Division Manager

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

RESOLUTION NO. 2009-120

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORENO VALLEY, CALIFORNIA,
APPROVING THE CHECK REGISTER
FOR THE MONTH OF OCTOBER, 2009

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period October 1, 2009 through October 31, 2009, for review and approval by the City Council of the City of Moreno Valley;

WHEREAS, it is in the best interest of the City that the referenced Check Register be approved;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Check Register for the period October 1, 2009 through October 31, 2009, in the total amount of \$24,188,442.50 is approved.

APPROVED AND ADOPTED this 8th day of December, 2009.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney


1 Resolution No. 2009-
Date Adopted: December 8, 2009

RESOLUTION JURAT

[Clerk's office will prepare]

[NOTE: Any attachments or exhibits to this resolution should follow this jurat.]

Attachment "A"

	<p>City of Moreno Valley</p> <p>Check Register</p> <p>For Period 10/1/2009 through 10/31/2009</p>
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS IN THE AMOUNT OF \$25,000 OR GREATER				
CALPERS				
10/5/2009	197935	93,356.34		
			ARC PMT LESS RET MED PAYOUTS	93,356.34
	Vendor Total	93,356.34		
FYTD for CALPERS		276,054.86		
COUNTY OF RIVERSIDE AUDITOR				
10/19/2009	198250	26,870.24		
			PRKNG CNTRL FEES-CODE	11,791.99
			PRKNG CNTRL FEES-CODE	2,350.00
			PRKNG CNTRL FEES-CODE	9,884.25
			PRKNG CNTRL FEES-CODE	2,844.00
	Vendor Total	26,870.24		
FYTD for COUNTY OF RIVERSIDE AUDITOR		63,359.95		



City of Moreno Valley

Check Register

For Period 10/1/2009 through 10/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EASTERN MUNICIPAL WATER DISTRICT				
10/12/2009	198119	27,668.30		
			WATER CHRGS FOR SEPTEMBER	103.32
			WATER CHRGS FOR SEPTEMBER	1,821.54
			WATER CHRGS FOR SEPTEMBER	39.60
			WATER CHRGS FOR SEPTEMBER	3,899.13
			WATER CHRGS FOR SEPTEMBER	7,097.25
			WATER CHRGS FOR SEPTEMBER	10,010.38
			WATER CHRGS FOR SEPTEMBER	1,791.00
			WATER CHRGS FOR SEPTEMBER	662.88
			WATER CHRGS FOR SEPTEMBER	622.40
			WATER CHRGS FOR SEPTEMBER	380.16
			WATER CHRGS FOR SEPTEMBER	279.53
			WATER CHRGS FOR SEPTEMBER	218.13
			WATER CHRGS FOR SEPTEMBER	68.56
			WATER CHRGS FOR SEPTEMBER	396.67
			WATER CHRGS FOR SEPTEMBER	147.76
			WATER CHRGS FOR SEPTEMBER	129.99
10/19/2009	198260	47,540.62		
			WATER CHRGS FOR SEPTEMBER	1,208.26
			WATER CHRGS FOR SEPTEMBER	1,238.74
			WATER CHRGS FOR SEPTEMBER	312.35
			WATER CHRGS FOR SEPTEMBER	900.19
			WATER CHRGS FOR SEPTEMBER	105.47
			WATER CHRGS FOR SEPTEMBER	7,719.87
			WATER CHRGS FOR SEPTEMBER	4,431.94
			WATER CHRGS FOR SEPTEMBER	1,213.38
			WATER CHRGS FOR SEPTEMBER	5,152.47
			WATER CHRGS FOR SEPTEMBER	2,021.80
			WATER CHRGS FOR SEPTEMBER	5,622.88
			WATER CHRGS FOR SEPTEMBER	6,656.00
			WATER CHRGS FOR SEPTEMBER	2,268.29
			WATER CHRGS FOR SEPTEMBER	55.31
			WATER CHRGS FOR SEPTEMBER	1,172.81
			WATER CHRGS FOR SEPTEMBER	2,078.79
			WATER CHRGS FOR SEPTEMBER	704.15
			WATER CHRGS FOR SEPTEMBER	236.78
			WATER CHRGS FOR SEPTEMBER	320.01
			WATER CHRGS FOR SEPTEMBER	165.29
			WATER CHRGS FOR SEPTEMBER	199.68
			WATER CHRGS FOR SEPTEMBER	480.36
			WATER CHRGS FOR SEPTEMBER	569.40
			WATER CHRGS FOR SEPTEMBER	2,188.48
			WATER CHRGS FOR SEPTEMBER	517.92
Vendor Total		75,208.92		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		555,460.97		



City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EMPLOYMENT DEVELOPMENT DEPARTMENT				
10/19/2009	198262	82,761.10		
			UNEMPLYMNT REIMB CLAIMS	82,761.10
10/9/2009	2508	35,116.68		
			DEP STATE INC TAX W/H 10/09/09	35,116.68
10/23/2009	2516	33,753.35		
			DEP STATE INC TAX W/H 10/23/09	33,753.35
Vendor Total		151,631.13		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		415,457.40		
ENCO UTILITY SERVICES MORENO VALLEY LLC				
10/5/2009	197958	167,083.20		
			AUG-09 PROF SVCS-GIS DATABASE	1,100.06
			AUG-09 PROF SVCS-WASTE MGT	519.49
			AUG-09 PROF SVCS-O'REILLY AUTO	3,208.50
			DISTRIBUTION CHRGS	146,875.05
			SPECIAL CHRGS	7,700.00
			BAD DEBT DEDUCTION	-1,279.42
			ONLINE UTILITY SVCS	309.90
			LASSELLE ST 12KV CIRC WORK	696.48
			GLOBE/INDIAN ST 12KV CIRC WORK	1,384.58
			CACTUS/LASSELLE 12KV CIRC WORK	5,620.05
			CACTUS/LASSELLE 12KV CIRC WORK	948.51
Vendor Total		167,083.20		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		771,104.54		
ENVIRONMENTAL CONSTRUCTION, INC.				
10/12/2009	198124	499,592.13		
			SUNNYMD BLVD REVIT PROJ SVCS	499,592.13
Vendor Total		499,592.13		
FYTD for ENVIRONMENTAL CONSTRUCTION, INC.		1,663,421.83		
HARRIS & ASSOCIATES, INC.				
10/26/2009	198403	32,794.44		
			SUNNYMD BLVD REVIT PROJ SVCS	32,794.44
Vendor Total		32,794.44		
FYTD for HARRIS & ASSOCIATES, INC.		138,275.36		
INTERNAL REVENUE SERVICE				
10/9/2009	2507	136,979.75		
			DEP FED TAX W/H 10/09/09	136,979.75
10/23/2009	2515	133,179.16		
			DEP FED TAX W/H 10/23/09	133,179.16
Vendor Total		270,158.91		
FYTD for INTERNAL REVENUE SERVICE		1,282,387.51		



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For Period 10/1/2009 through 10/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MCDONOUGH, HOLLAND & ALLEN				
10/5/2009	198002	25,349.26		
			JUN-09 LEGAL SVCS	4,664.12
			JUL-09 LEGAL SVCS	5,335.88
			JUL-09 LEGAL SVCS	15,349.26
Vendor Total		25,349.26		
FYTD for MCDONOUGH, HOLLAND & ALLEN		66,952.91		
MORENO VALLEY UTILITY				
10/19/2009	198291	74,915.03		
			ELECTRICITY	110.84
			ELECTRICITY	1,463.64
			ELECTRICITY	227.96
			ELECTRICITY	-3,609.33
			ELECTRICITY	19,796.14
			ELECTRICITY	17,853.44
			ELECTRICITY	5,812.99
			ELECTRICITY	11,123.26
			ELECTRICITY	1,763.09
			ELECTRICITY	3,722.46
			ELECTRICITY	10,271.16
			ELECTRICITY	5,526.80
			ELECTRICITY	210.30
			ELECTRICITY	125.40
			ELECTRICITY	79.36
			ELECTRICITY	59.82
			ELECTRICITY	59.67
			ELECTRICITY	180.79
			ELECTRICITY	137.24
Vendor Total		74,915.03		
FYTD for MORENO VALLEY UTILITY		320,205.57		
MV RANCHO DORADO II LTD. PARTNERSHIP				
10/27/2009	91015	1,500,000.00		
			AFFORDABLE HOUSING AGREEMENT	1,500,000.00
Vendor Total		1,500,000.00		
FYTD for MV RANCHO DORADO II LTD. PARTNERSHIP		1,500,000.00		



City of Moreno Valley

Check Register

For Period 10/1/2009 through 10/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NEXUS IS, INC.				
10/19/2009	198294	95,588.75		
			MISC PARTS FOR TECH SVCS	9,108.00
			MISC PARTS FOR TECH SVCS	50,661.00
			MISC PARTS FOR TECH SVCS	3,000.00
			MISC PARTS FOR TECH SVCS	18,000.00
			MISC PARTS FOR TECH SVCS	594.00
			MISC PARTS FOR TECH SVCS	1,440.00
			MISC PARTS FOR TECH SVCS	180.00
			MISC PARTS FOR TECH SVCS	3,588.00
			MISC PARTS FOR TECH SVCS	5,997.00
			MISC PARTS FOR TECH SVCS	1,542.80
			MISC PARTS FOR TECH SVCS	7,566.92
			MISC PARTS FOR TECH SVCS	-6,088.97
Vendor Total		95,588.75		
FYTD for NEXUS IS, INC.		108,439.75		
PALP, INC. DBA EXCEL PAVING COMPANY				
10/26/2009	198430	619,536.47		
			SUNNYMD BLVD REVIT PROJ SVCS	435,329.87
			SUNNYMD BLVD REVIT PROJ SVCS	146,155.50
			SUNNYMD BLVD REVIT PROJ SVCS	38,051.10
Vendor Total		619,536.47		
FYTD for PALP, INC. DBA EXCEL PAVING COMPANY		619,536.47		
PARSONS TRANSPORTATION GROUP, INC.				
10/19/2009	198297	175,914.72		
			SR-60/MOR BCH DR INTRCHNG PROJ	165,538.76
			SR-60/MOR BCH DR INTRCHNG PROJ	10,375.96
10/26/2009	198431	25,621.23		
			SR-60/NASON ST OVRCRSSNG PROJ	18,587.08
			SR-60/NASON ST OVRCRSSNG PROJ	7,034.15
Vendor Total		201,535.95		
FYTD for PARSONS TRANSPORTATION GROUP, INC.		603,466.16		
PERS HEALTH INSURANCE				
10/6/2009	91001	191,610.00		
			EMPL HEALTH INS 10/01/09	191,610.00
Vendor Total		191,610.00		
FYTD for PERS HEALTH INSURANCE		796,437.68		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PERS RETIREMENT				
10/2/2009	2499	208,737.33	PERS RETIREMENT 09/18/09	208,737.33
10/16/2009	2509	207,456.03	PERS RETIREMENT 10/02/09	207,456.03
10/30/2009	2517	207,874.12	PERS RETIREMENT 10/16/09	207,874.12
Vendor Total		624,067.48		

FYTD for PERS RETIREMENT	1,952,179.59
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RIVERSIDE COUNTY SHERIFF				
10/13/2009	91004	2,551,978.63	CONTRACT LAW ENF- BILLING#2	2,551,978.63
10/20/2009	91009	2,539,052.55	CONTRACT LAW ENF-BILLING#3	267.30
			CONTRACT LAW ENF-BILLING#3	539.06
			CONTRACT LAW ENF-BILLING#3	765.45
			CONTRACT LAW ENF-BILLING#3	2,337.01
			CONTRACT LAW ENF-BILLING#3	3,502.44
			CONTRACT LAW ENF-BILLING#3	5,522.53
			CONTRACT LAW ENF-BILLING#3	6,044.22
			CONTRACT LAW ENF-BILLING#3	7,189.41
			CONTRACT LAW ENF-BILLING#3	8,665.22
			CONTRACT LAW ENF-BILLING#3	21,295.89
			CONTRACT LAW ENF-BILLING#3	32,843.99
			CONTRACT LAW ENF-BILLING#3	37,651.40
			CONTRACT LAW ENF-BILLING#3	42,799.86
			CONTRACT LAW ENF-BILLING#3	64,269.17
			CONTRACT LAW ENF-BILLING#3	64,419.60
			CONTRACT LAW ENF-BILLING#3	66,959.54
			CONTRACT LAW ENF-BILLING#3	150,152.71
			CONTRACT LAW ENF-BILLING#3	225,201.22
			CONTRACT LAW ENF-BILLING#3	383,496.51
			CONTRACT LAW ENF-BILLING#3	1,415,130.02
Vendor Total		5,091,031.18		

FYTD for RIVERSIDE COUNTY SHERIFF	16,530,650.51
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SEMPRA ENERGY SOLUTIONS				
10/19/2009	198317	810,594.40	SEPT-09 PURCHASED POWER	810,594.40
Vendor Total		810,594.40		

FYTD for SEMPR ENERGY SOLUTIONS	3,257,768.90
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City of Moreno Valley

Check Register

For Period 10/1/2009 through 10/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON				
10/19/2009	198325	152,619.41		
			ELECTRIC BILLS FOR SEPTEMBER	1,552.95
			ELECTRIC BILLS FOR SEPTEMBER	22.63
			ELECTRIC BILLS FOR SEPTEMBER	408.54
			ELECTRIC BILLS FOR SEPTEMBER	19.23
			ELECTRIC BILLS FOR SEPTEMBER	638.72
			ELECTRIC BILLS FOR SEPTEMBER	166.48
			ELECTRIC BILLS FOR SEPTEMBER	5,140.47
			ELECTRIC BILLS FOR SEPTEMBER	1,828.57
			ELECTRIC BILLS FOR SEPTEMBER	2,010.48
			ELECTRIC BILLS FOR SEPTEMBER	2,934.63
			ELECTRIC BILLS FOR SEPTEMBER	640.29
			ELECTRIC BILLS FOR SEPTEMBER	2,263.50
			ELECTRIC BILLS FOR SEPTEMBER	18.83
			ELECTRIC BILLS FOR SEPTEMBER	94,721.70
			ELECTRIC BILLS FOR SEPTEMBER	35,628.71
			ELECTRIC BILLS FOR SEPTEMBER	4,307.05
			ELECTRIC BILLS FOR SEPTEMBER	98.18
			ELECTRIC BILLS FOR SEPTEMBER	18.73
			ELECTRIC BILLS FOR SEPTEMBER	20.45
			ELECTRIC BILLS FOR SEPTEMBER	56.86
			ELECTRIC BILLS FOR SEPTEMBER	75.86
			ELECTRIC BILLS FOR SEPTEMBER	46.55
10/26/2009	198456	25,726.89		
			ELECTRIC BILLS FOR SEPTEMBER	167.87
			ELECTRIC BILLS FOR SEPTEMBER	5,221.46
			ELECTRIC BILLS FOR SEPTEMBER	4,205.14
			ELECTRIC BILLS FOR SEPTEMBER	19.04
			ELECTRIC BILLS FOR SEPTEMBER	1,696.01
			ELECTRIC BILLS FOR SEPTEMBER	4,177.54
			ELECTRIC BILLS FOR SEPTEMBER	1,626.51
			ELECTRIC BILLS FOR SEPTEMBER	177.25
			ELECTRIC BILLS FOR SEPTEMBER	4,028.75
			ELECTRIC BILLS FOR SEPTEMBER	579.67
			ELECTRIC BILLS FOR SEPTEMBER	329.07
			ELECTRIC BILLS FOR SEPTEMBER	1,582.02
			ELECTRIC BILLS FOR SEPTEMBER	265.12
			ELECTRIC BILLS FOR SEPTEMBER	374.01
			ELECTRIC BILLS FOR SEPTEMBER	422.19
			ELECTRIC BILLS FOR SEPTEMBER	274.32
			ELECTRIC BILLS FOR SEPTEMBER	161.58
			ELECTRIC BILLS FOR SEPTEMBER	419.34
Vendor Total		178,346.30		
FYTD for SOUTHERN CALIFORNIA EDISON		5,070,737.11		
SPECTRA-SITE COMMUNICATIONS, INC.				
10/19/2009	198328	29,694.09		
			ATC TOWER LEASE	29,694.09
Vendor Total		29,694.09		
FYTD for SPECTRA-SITE COMMUNICATIONS, INC.		29,694.09		



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For Period 10/1/2009 through 10/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STANDARD INSURANCE CO				
10/5/2009	198054	31,256.24		
			LIFE & DISABILITY INSURANCE	11,970.68
			LIFE & DISABILITY INSURANCE	19,292.00
			LIFE & DISABILITY INSURANCE	-6.44
Vendor Total		31,256.24		
FYTD for STANDARD INSURANCE CO		132,084.34		
TRUGREEN LANDCARE				
10/26/2009	198463	25,383.64		
			SEP-09 LNDSCP MAINT-ZONE E-3	10,038.43
			SEP-09 LNDSCP MAINT-ZONE E-3A	1,676.12
			SEP-09 LNDSCP MAINT-ZONE M	5,178.62
			SEP-09 LNDSCP MAINT-ZONE DSG-2	8,420.43
			IRRIG REPAIRS-TRACT #13585	4.18
			IRRIG REPAIRS-TRACT #20906	9.43
			IRRIG REPAIRS-TRACT #17334	56.43
Vendor Total		25,383.64		
FYTD for TRUGREEN LANDCARE		94,586.58		
U.S. BANK/CALCARDS				
10/13/2009	91007	37,347.67		
			CALCARD PYMT CYCLE END 10/7/09	37,347.67
10/28/2009	91018	103,753.14		
			CALCARD PYMT CYCLE END 10/22/09	103,753.14
Vendor Total		141,100.81		
FYTD for U.S. BANK/CALCARDS		753,177.00		
UNION BANK OF CALIFORNIA				
10/28/2009	91017	55,510.24		
			RETENTION PYMT-PROJ04-89280221	55,510.24
Vendor Total		55,510.24		
FYTD for UNION BANK OF CALIFORNIA		249,312.65		



City of Moreno Valley

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For Period 10/1/2009 through 10/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNION BANK OF CALIFORNIA NA				
10/15/2009	90913	1,000,000.00	FHLB SU 2% MAT 10/15/14	1,000,000.00
10/1/2009	90914	999,000.00	FHLMC 2.5% MAT 10/01/13	999,000.00
10/22/2009	90916	1,000,000.00	FNMA 2.5% MAT 10/22/13	1,000,000.00
10/22/2009	91003	1,000,000.00	FHLB SU 2% THRU 8% MAT10/22/14	1,000,000.00
10/19/2009	91005	1,000,000.00	FFCB 1.55% MAT 07/19/12	1,000,000.00
10/15/2009	91006	1,000,000.00	FFCB 1.55% MAT 10/15/12	1,000,000.00
10/27/2009	91008	1,000,000.00	FNMA 2.8% MAT 10/27/14	1,000,000.00
10/29/2009	91011	998,910.00	FNMA 3.0% MAT 10/29/14	998,910.00
Vendor Total		7,997,910.00		

FYTD for UNION BANK OF CALIFORNIA NA	28,914,675.69
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UNITED CONTRACTORS COMPANY INC.				
10/26/2009	198467	242,158.50	EMRGNCY OPS CTR PROJ SVCS	242,158.50
Vendor Total		242,158.50		

FYTD for UNITED CONTRACTORS COMPANY INC.	598,194.00
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VA CONSULTING, INC.				
10/12/2009	198200	41,854.87	HEACOCK ST BRIDGE RPLCMNT PROJ	18,898.64
			HEACOCK ST BRIDGE RPLCMNT PROJ	22,956.23
10/26/2009	198471	43,801.42	AUTO MALL IMPRVMNTS PROJ SVCS	38,340.22
			AUTO MALL IMPRVMNTS PROJ SVCS	5,461.20
Vendor Total		85,656.29		

FYTD for VA CONSULTING, INC.	207,343.66
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WELLS FARGO CORPORATE TRUST				
10/23/2009	91012	1,946,448.62	INTEREST PYMT ON 2005 LRB	1,946,448.62
10/23/2009	91013	300,400.35	INTEREST PYMT ON 2007 LRB	300,400.35
10/30/2009	91016	598,688.30	DEBT SRVC PYMT OF 2007 LRB	598,688.30
Vendor Total		2,845,537.27		

FYTD for WELLS FARGO CORPORATE TRUST	3,999,922.09
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City of Moreno Valley

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For Period 10/1/2009 through 10/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WHEELER PAVING, INC.				
10/5/2009	198074	232,518.91		
			LASSELLE ST WIDENING PROJ SVCS	204,960.91
			LASSELLE ST WIDENING PROJ SVCS	27,558.00
Vendor Total		232,518.91		
FYTD for WHEELER PAVING, INC.		1,002,191.62		
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.				
10/19/2009	198359	310,232.00		
			TUMF RESID/MULTI-FMLY	255,112.00
			TUMF RESID/MULTI-FMLY	55,120.00
Vendor Total		310,232.00		
FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.		708,053.42		
WRCRCA				
10/26/2009	198479	39,948.00		
			RESIDENTIAL MSHCP FEES	34,884.00
			RESIDENTIAL MSHCP FEES	5,064.00
Vendor Total		39,948.00		
FYTD for WRCRCA		71,314.00		
Subtotal		22,766,176.12		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS LESS THAN \$25,000				
A & I REPROGRAPHICS 2406362				
10/5/2009	197917	1,161.06		
			RPRGRPHC SVCS-EOC PROJ.	26.10
			RPRGRPHC SVCS-TEMCO ST SIDEWLK	1,134.96
10/19/2009	198218	3,413.66		
			RPRGRPHC SVCS-PSB PROJ	3,413.66
Vendor Total		4,574.72		
FYTD for A & I REPROGRAPHICS 2406362		6,858.41		
ACCESS SECURITY CONTROLS INT., INC.				
10/19/2009	198219	1,060.00		
			OCT-DEC SEC MNTRNG-GOLF CTR	75.00
			OCT-DEC SEC MNTRNG-EMP RES CTR	75.00
			OCT-DEC SEC MNTRNG-ASES BLDG	75.00
			OCT-DEC SEC MNTRNG-STARS BLDG	75.00
			OCT-DEC FIRE INSPECTION-FS #58	760.00
10/26/2009	198364	6,876.26		
			BADGING SYSTEM	6,876.26
Vendor Total		7,936.26		
FYTD for ACCESS SECURITY CONTROLS INT., INC.		11,062.59		
ADAMS, MARK L.				
10/5/2009	197918	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for ADAMS, MARK L.		1,274.92		
ADLERHORST INTERNATIONAL INC.				
10/12/2009	198080	105.00		
			BOARDING FOR K-9 BLUE	105.00
10/19/2009	198220	503.04		
			CANINE TRAINING-BLUE	26.01
			CANINE TRAINING-BLUE	141.67
			CANINE TRAINING-LEX/MAX	52.02
			CANINE TRAINING-LEX/MAX	283.34
Vendor Total		608.04		
FYTD for ADLERHORST INTERNATIONAL INC.		2,058.06		
ADMINSURE				
10/5/2009	197919	2,600.00		
			OCT-09 WRKMNS COMP SVCS	2,600.00
Vendor Total		2,600.00		
FYTD for ADMINSURE		10,400.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ADVANCE REFRIGERATION & ICE SYSTEMS, INC				
10/19/2009	198221	1,449.00		
			ICE MACH MAINT-CRC	195.00
			ICE MACH MAINT-SENIOR CTR	195.00
			ICE MACH MAINT-CITY YARD	290.00
			ICE MACH REPAIR-FS #2	769.00
10/26/2009	198365	195.00		
			ICE MACH MAINT-FS #91	195.00
Vendor Total		1,644.00		
FYTD for ADVANCE REFRIGERATION & ICE SYSTEMS, INC		5,332.96		
ADVANCED ELECTRIC				
10/5/2009	197920	6,137.00		
			ELECT RPRS-PARKS	244.00
			ELECT RPRS-PARKS	62.00
			ELECT RPRS-PARKS	4,402.00
			ELECT RPRS-PARKS	62.00
			ELECT RPRS-PARKS	124.00
			ELECT RPRS-PARKS	63.00
			ELECT RPRS-PARKS	832.00
			ELECT RPRS-PARKS	62.00
			ELECT RPRS-PARKS	224.00
			ELECT RPRS-PARKS	62.00
10/12/2009	198081	507.00		
			ELECT RPRS-PARKS	352.00
			STRUT INSTALL-EMP RES CTR	155.00
Vendor Total		6,644.00		
FYTD for ADVANCED ELECTRIC		21,596.00		
ALL PRO DISPLAYS & GRAPHICS, LLC				
10/26/2009	198366	347.20		
			TABLE THROW COVER-ANML SVCS	347.20
Vendor Total		347.20		
FYTD for ALL PRO DISPLAYS & GRAPHICS, LLC		347.20		
ALLIANZ LIFE INSURANCE CO				
10/12/2009	198082	75.00		
			NON-EXEMPT ANNUITY	75.00
Vendor Total		75.00		
FYTD for ALLIANZ LIFE INSURANCE CO		300.00		



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AMERICAN FORENSIC NURSES				
10/5/2009	197921	1,314.00		
			BLOOD DRAWS	1,314.00
10/12/2009	198083	186.80		
			BLOOD DRAWS	186.80
10/19/2009	198222	1,044.50		
			BLOOD DRAWS	1,044.50
10/26/2009	198367	140.10		
			BLOOD DRAWS	140.10
Vendor Total		2,685.40		
FYTD for AMERICAN FORENSIC NURSES		9,037.30		
AMERICAN QUICK PRINTING				
10/19/2009	198223	954.83		
			REQUEST FORMS-PARK MAINT	193.58
			NUISANCE FORMS-CODE	761.25
Vendor Total		954.83		
FYTD for AMERICAN QUICK PRINTING		1,819.83		
AMERICAN ROTARY BROOM CO.				
10/12/2009	198084	1,545.13		
			STREET SWEEPING BROOM KITS	1,209.76
			STREET SWEEPING BROOM KITS	335.37
10/19/2009	198224	716.67		
			STREET SWEEPING BROOM KITS	716.67
Vendor Total		2,261.80		
FYTD for AMERICAN ROTARY BROOM CO.		12,236.93		
AMTECH ELEVATOR SERVICES				
10/12/2009	198085	118.37		
			SEPT-09 ELEVATOR SVC-CITY HALL	118.37
Vendor Total		118.37		
FYTD for AMTECH ELEVATOR SERVICES		684.38		
ANDERSON, STEVE				
10/5/2009	197922	20.00		
			REFUND-RABIES DEP	20.00
Vendor Total		20.00		
FYTD for ANDERSON, STEVE		20.00		



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ANIMAL EMERGENCY CLINIC, INC.				
10/19/2009	198225	335.00		
			EMERGENCY VET SVCS	75.00
			EMERGENCY VET SVCS	75.00
			EMERGENCY VET SVCS	55.00
			EMERGENCY VET SVCS	75.00
			EMERGENCY VET SVCS	55.00
Vendor Total		335.00		
FYTD for ANIMAL EMERGENCY CLINIC, INC.		1,467.00		
ANIMAL PEST MANAGEMENT SERVICES, INC.				
10/5/2009	197923	180.00		
			AUG-09 PEST CNTRL-CTTNWD GLF	180.00
10/26/2009	198368	1,790.00		
			SEPT-09 PEST CNTRL-PARKS	665.00
			SEPT-09 PEST CNTRL-PARKS	255.00
			SEPT-09 PEST CNTRL-MARB	330.00
			SEPT-09 PEST CNTRL-PAL	100.00
			SEPT-09 PEST CNTRL-CFD #1	160.00
			SEPT-09 PEST CNTRL-GLF CRS	180.00
			SEPT-09 PEST CNTRL-STARS BLDG	100.00
Vendor Total		1,970.00		
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.		7,860.00		
ANTHONY, DELLA				
10/26/2009	198369	75.00		
			INSTRUCTOR SVCS-CPR	75.00
Vendor Total		75.00		
FYTD for ANTHONY, DELLA		75.00		
ARCHIVE MANAGEMENT SERVICE				
10/19/2009	198226	1,392.35		
			SEPT-09 OFFSITE STORAGE	1,392.35
Vendor Total		1,392.35		
FYTD for ARCHIVE MANAGEMENT SERVICE		5,711.17		



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ARROWHEAD WATER				
10/5/2009	197924	175.00	WTR PURIF RNTL-ANML SHLTR	50.00
			WTR PURIF RNTL-SENIOR CTR	25.00
			WTR PURIF RNTL-SPCL DIST	25.00
			WTR PURIF RNTL-TECH SVCS	25.00
			WTR PURIF RNTL-FAC ANNX	25.00
			WTR PURIF RNTL-CRC	25.00
10/19/2009	198227	25.00	WTR PURIF RNTL-STARS	25.00
Vendor Total		200.00		
FYTD for ARROWHEAD WATER		1,963.11		
ARTHURS, TERESA				
10/5/2009	197925	9.00	REFUND-LIC FEE	9.00
Vendor Total		9.00		
FYTD for ARTHURS, TERESA		9.00		
ASCE-AM SOC OF CIVIL ENG				
10/5/2009	197926	250.00	MBRSHP RNWL-L GONZALES	250.00
Vendor Total		250.00		
FYTD for ASCE-AM SOC OF CIVIL ENG		250.00		
ASG FACILITY				
10/26/2009	198370	452.00	INSTRUCTOR SVCS-JIU JITSU	68.00
			INSTRUCTOR SVCS-MARTIAL ARTS	160.00
			INSTRUCTOR SVCS-WRESTLING	48.00
			INSTRUCTOR SVCS-WRESTLING	48.00
			INSTRUCTOR SVCS-MUAY THAI	68.00
			INSTRUCTOR SVCS-BOXING	60.00
Vendor Total		452.00		
FYTD for ASG FACILITY		452.00		
AT&T/MCI				
10/5/2009	197927	183.68	COMMUNICATION SVCS-GTF	183.68
Vendor Total		183.68		
FYTD for AT&T/MCI		734.72		
BACHER, GRACE				
10/5/2009	197928	303.60	RETIREE MEDICAL BENEFIT	303.60
Vendor Total		303.60		
FYTD for BACHER, GRACE		1,214.40		



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BARKS OF LOVE RESCUE				
10/5/2009	197929	75.00	REFUND-S/N DEP FEE	75.00
Vendor Total		75.00		
FYTD for BARKS OF LOVE RESCUE		75.00		
BARNES, DARLENE				
10/5/2009	197930	110.82	RETIREE MEDICAL BENEFIT	110.82
Vendor Total		110.82		
FYTD for BARNES, DARLENE		443.28		
BELL, ORROCK & WATASE, INC				
10/19/2009	198228	4,171.76	LEGAL SVCS	895.26
			LEGAL SVCS	3,276.50
Vendor Total		4,171.76		
FYTD for BELL, ORROCK & WATASE, INC		8,801.91		



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BEMUS LANDSCAPE, INC.				
10/5/2009	197931	16,057.84		
			AUG-09 LNDSCP MAINT-E4	15,650.96
			AUG-09 LNDSCP MAINT-E4A	367.64
			IRRIGATION REPAIRS-E4	39.24
10/12/2009	198086	323.31		
			IRRIGATION REPAIRS-E4	41.23
			IRRIGATION REPAIRS-E4	53.21
			IRRIGATION REPAIRS-E4	134.23
			IRRIGATION REPAIRS-E4	94.64
10/19/2009	198229	15,998.14		
			SEPT-09 LNDSCP MAINT-AQDCT A	850.50
			SEPT-09 LNDSCP MAINT-AQDCT B	735.00
			SEPT-09 LNDSCP MAINT-N AQDCT	525.00
			SEPT-09 LNDSCP MAINT-SR CTR	262.50
			SEPT-09 LNDSCP MAINT-EDSN/OLD	1,785.00
			SEPT-09 LNDSCP MAINT-PAN AM	600.00
			SEPT-09 LNDSCP MAINT-ANML SHLT	520.00
			SEPT-09 LNDSCP MAINT-CITY HALL	992.56
			SEPT-09 LNDSCP MAINT-VET MEM	250.00
			SEPT-09 LNDSCP MAINT-CRC	1,900.00
			SEPT-09 LNDSCP MAINT-ANNX #1	300.00
			SEPT-09 LNDSCP MAINT-FIRE STNS	2,300.00
			SEPT-09 LNDSCP MAINT-LIBRARY	520.00
			SEPT-09 LNDSCP MAINT-PSB	1,047.58
			SEPT-09 LNDSCP MAINT-ASES BLDG	300.00
			SEPT-09 LNDSCP MAINT-AQDCT	1,900.00
			SEPT-09 LNDSCP MAINT-UT SUBSTN	480.00
			SEPT-09 LNDSCP MAINT-MV UT	480.00
			SEPT-09 LNDSCP MAINT-YARD	250.00
10/26/2009	198371	80.00		
			WATERLINE REPAIR AT PSB	80.00
Vendor Total		32,459.29		
FYTD for BEMUS LANDSCAPE, INC.		123,810.30		
BENESYST, INC.				
10/26/2009	198372	240.86		
			FLEX ADMIN SVCS	240.86
Vendor Total		240.86		
FYTD for BENESYST, INC.		1,253.30		
BERDUGO, IRIS				
10/12/2009	198087	50.00		
			REFUND-CITATION OVRPMT	50.00
Vendor Total		50.00		
FYTD for BERDUGO, IRIS		50.00		



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BIO-TOX LABORATORIES				
10/12/2009	198088	7,724.97		
			TOXICOLOGY TESTS	1,149.13
			TOXICOLOGY TESTS	2,315.73
			TOXICOLOGY TESTS	223.74
			TOXICOLOGY TESTS	1,277.87
			TOXICOLOGY TESTS	2,758.50
Vendor Total		7,724.97		
FYTD for BIO-TOX LABORATORIES		12,787.08		
BJ'S RESTAURANT, INC.				
10/5/2009	197932	90.00		
			REFUND-FALSE ALARM	90.00
Vendor Total		90.00		
FYTD for BJ'S RESTAURANT, INC.		90.00		
BLAIR, CHERYL				
10/12/2009	198089	270.00		
			INSTRUCTOR SVCS-BELLY DANCING	270.00
Vendor Total		270.00		
FYTD for BLAIR, CHERYL		1,161.00		
BLUE SHIELD OF CALIFORNIA				
10/19/2009	198230	2,230.91		
			HEALTH INS PREMIUMS	276.13
			HEALTH INS PREMIUMS	276.13
			HEALTH INS PREMIUMS	312.39
			HEALTH INS PREMIUMS	312.39
			HEALTH INS PREMIUMS	241.66
			HEALTH INS PREMIUMS	812.21
Vendor Total		2,230.91		
FYTD for BLUE SHIELD OF CALIFORNIA		5,392.52		
BOBO II, FELIX				
10/19/2009	198231	87.45		
			MILEAGE REIMBURSEMENT	87.45
Vendor Total		87.45		
FYTD for BOBO II, FELIX		139.15		
BRINTLE, AMBER				
10/19/2009	198232	95.00		
			REFUND-RABIES DEPOSIT	20.00
			REFUND-S/N DEP FEE	75.00
Vendor Total		95.00		
FYTD for BRINTLE, AMBER		95.00		



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BRODART CO.				
10/19/2009	198235	3,055.95	MISC BOOKS-LIBRARY	20.85
			MISC BOOKS-LIBRARY	16.74
			MISC BOOKS-LIBRARY	10.51
			MISC BOOKS-LIBRARY	23.19
			MISC BOOKS-LIBRARY	20.79
			MISC BOOKS-LIBRARY	274.69
			MISC BOOKS-LIBRARY	39.42
			MISC BOOKS-LIBRARY	91.70
			MISC BOOKS-LIBRARY	50.91
			MISC BOOKS-LIBRARY	21.08
			MISC BOOKS-LIBRARY	15.35
			MISC BOOKS-LIBRARY	16.46
			MISC BOOKS-LIBRARY	37.59
			MISC BOOKS-LIBRARY	28.04
			MISC BOOKS-LIBRARY	22.57
			MISC BOOKS-LIBRARY	21.99
			MISC BOOKS-LIBRARY	28.04
			MISC BOOKS-LIBRARY	31.21
			MISC BOOKS-LIBRARY	70.51
			MISC BOOKS-LIBRARY	20.71
			MISC BOOKS-LIBRARY	62.54
			MISC BOOKS-LIBRARY	31.71
			MISC BOOKS-LIBRARY	27.55
			MISC BOOKS-LIBRARY	21.38
			MISC BOOKS-LIBRARY	67.00
			MISC BOOKS-LIBRARY	27.36
			MISC BOOKS-LIBRARY	23.19
			MISC BOOKS-LIBRARY	37.80
			MISC BOOKS-LIBRARY	16.56
			MISC BOOKS-LIBRARY	91.70
			MISC BOOKS-LIBRARY	940.10
			MISC BOOKS-LIBRARY	27.03
			MISC BOOKS-LIBRARY	44.39
			MISC BOOKS-LIBRARY	42.57
			MISC BOOKS-LIBRARY	22.90
			MISC BOOKS-LIBRARY	22.57
			MISC BOOKS-LIBRARY	37.72
			MISC BOOKS-LIBRARY	42.55
			MISC BOOKS-LIBRARY	273.14
			MISC BOOKS-LIBRARY	22.00
			MISC BOOKS-LIBRARY	21.38
			MISC BOOKS-LIBRARY	22.57
			MISC BOOKS-LIBRARY	20.71
			MISC BOOKS-LIBRARY	68.94
			MISC BOOKS-LIBRARY	43.28
			MISC BOOKS-LIBRARY	28.09
			MISC BOOKS-LIBRARY	21.96
			MISC BOOKS-LIBRARY	60.13
			MISC BOOKS-LIBRARY	24.78
Vendor Total		3,055.95		
FYTD for BRODART CO.		3,899.81		



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BROWN, CHRISTOPHER				
10/19/2009	198236	128.00	PER DIEM-PROP CRIMES CONF/EXPO	128.00
Vendor Total		128.00		
FYTD for BROWN, CHRISTOPHER		128.00		
BURKE, WILLIAMS & SORENSEN, LLP.				
10/12/2009	198090	367.80	LEGAL SVCS-JENNY INVESTMNT GRP	367.80
10/26/2009	198373	2,699.95	LEGAL SVCS-JENNY INVESTMNT GRP	2,699.95
Vendor Total		3,067.75		
FYTD for BURKE, WILLIAMS & SORENSEN, LLP.		3,851.66		
BWI - BOOK WHOLESALERS, INC.				
10/19/2009	198237	854.08	MISC BOOKS-LIBRARY	169.00
			MISC BOOKS-LIBRARY	131.36
			MISC BOOKS-LIBRARY	29.57
			MISC BOOKS-LIBRARY	50.70
			MISC BOOKS-LIBRARY	27.83
			MISC BOOKS-LIBRARY	75.66
			MISC BOOKS-LIBRARY	13.98
			MISC BOOKS-LIBRARY	76.03
			MISC BOOKS-LIBRARY	19.47
			MISC BOOKS-LIBRARY	14.63
			MISC BOOKS-LIBRARY	61.34
			MISC BOOKS-LIBRARY	29.91
			MISC BOOKS-LIBRARY	27.93
			MISC BOOKS-LIBRARY	28.26
			MISC BOOKS-LIBRARY	15.34
			MISC BOOKS-LIBRARY	43.85
			MISC BOOKS-LIBRARY	39.22
Vendor Total		854.08		
FYTD for BWI - BOOK WHOLESALERS, INC.		854.08		
CA REGIONAL WATER QUALITY CONTROL BOARD				
10/19/2009	198238	640.00	401 CERT BASE FEE-INDIAN BASIN	640.00
Vendor Total		640.00		
FYTD for CA REGIONAL WATER QUALITY CONTROL BOARD		640.00		
CAIN, GREGORY				
10/5/2009	197933	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for CAIN, GREGORY		1,274.92		



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CALAVERAS STANDARD MATERIALS				
10/12/2009	198091	619.84	CEMENT PURCHASE	619.84
10/19/2009	198239	1,186.07	CEMENT PURCHASE	550.82
			CEMENT PURCHASE	324.99
			CEMENT PURCHASE	310.26
Vendor Total		1,805.91		
FYTD for CALAVERAS STANDARD MATERIALS		12,237.42		
CALDERON, MONICA				
10/26/2009	198374	70.00	REFUND-ANML SVC FEES	30.00
			REFUND-ANML SVC FEES	10.00
			REFUND-ANML SVC FEES	20.00
			REFUND-ANML SVC FEES	10.00
Vendor Total		70.00		
FYTD for CALDERON, MONICA		70.00		
CALIFORNIA BUILDING STANDARDS COMMISSION				
10/20/2009	198363	388.80	FEES COLLECTED 7/1- 9/30/09	388.80
Vendor Total		388.80		
FYTD for CALIFORNIA BUILDING STANDARDS COMMISSION		904.50		
CALIFORNIA DEPARTMENT OF FISH AND GAME				
10/19/2009	198240	4,000.00	STREAMBED ALT ENVIR PERMIT FEE	4,000.00
Vendor Total		4,000.00		
FYTD for CALIFORNIA DEPARTMENT OF FISH AND GAME		4,000.00		
CALIFORNIA MUNICIPAL STATISTICS, INC. V1				
10/19/2009	198241	425.00	DEBT STATEMENT SVC	425.00
Vendor Total		425.00		
FYTD for CALIFORNIA MUNICIPAL STATISTICS, INC. V1		425.00		
CALIFORNIA REDEVELOPMENT ASSOCIATION				
10/26/2009	198375	12,400.00	MEMBERSHIP RENEWAL	12,400.00
Vendor Total		12,400.00		
FYTD for CALIFORNIA REDEVELOPMENT ASSOCIATION		12,400.00		



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CALIFORNIA TRANSCRIPTION, LLC				
10/5/2009	197934	171.08	TRANSCRIPTION SVCS	171.08
Vendor Total		171.08		
FYTD for CALIFORNIA TRANSCRIPTION, LLC		502.87		
CALVARY BAPTIST CHURCH				
10/19/2009	198242	550.00	FACILITY USE FEE-FRCLSR WRKSHP	550.00
Vendor Total		550.00		
FYTD for CALVARY BAPTIST CHURCH		550.00		
CANON BUSINESS SOLUTIONS, INC.				
10/19/2009	198243	2,002.20	COPIER SVC-STARS	2,002.20
Vendor Total		2,002.20		
FYTD for CANON BUSINESS SOLUTIONS, INC.		9,529.55		
CANON FINANCIAL SERVICES, INC.				
10/5/2009	197936	7,590.68	SEPT-09 COPIER LEASE	7,059.29
			SEPT-09 COPIER LEASE	531.39
Vendor Total		7,590.68		
FYTD for CANON FINANCIAL SERVICES, INC.		30,362.72		
CARGANDO, JENNIFER				
10/12/2009	198092	12.00	REFUND-LOST BOOK FEE	12.00
Vendor Total		12.00		
FYTD for CARGANDO, JENNIFER		12.00		
CARTER, ROSALYN				
10/5/2009	197937	297.00	RETIREE MEDICAL BENEFIT	297.00
Vendor Total		297.00		
FYTD for CARTER, ROSALYN		891.00		
CARWILE, MICHAEL				
10/5/2009	197938	20.00	REFUND-RABIES DEP	20.00
Vendor Total		20.00		
FYTD for CARWILE, MICHAEL		20.00		



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CASKEY, DEBRA C.				
10/5/2009	197939	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for CASKEY, DEBRA C.		1,274.92		
CASTLEROCK ENVIRONMENTAL, INC				
10/19/2009	198244	874.00		
			DEHUMIDIFIERS-MFPCC	874.00
10/26/2009	198376	2,700.00		
			LEAD ABATEMENT-GLF CRS	1,350.00
			LEAD ABATEMENT-GLF CRS	1,350.00
Vendor Total		3,574.00		
FYTD for CASTLEROCK ENVIRONMENTAL, INC		3,574.00		
CCAC				
10/5/2009	197940	195.00		
			OCT 8-9 "NUTS & BOLTS" WRKSHOP	195.00
Vendor Total		195.00		
FYTD for CCAC		195.00		
CERTIFIED CREDIT REPORTING, INC				
10/12/2009	198093	18.33		
			AUG-09 CREDIT PROFILE SVCS	18.33
10/19/2009	198245	18.33		
			SEPT-09 CREDIT PROFILE SVCS	18.33
Vendor Total		36.66		
FYTD for CERTIFIED CREDIT REPORTING, INC		54.99		
CHANCY, CHIZURU				
10/12/2009	198094	163.80		
			INSTRUCTOR SVCS-HAWAIIAN DANCE	93.60
			INSTRUCTOR SVCS-HAWAIIAN DANCE	70.20
Vendor Total		163.80		
FYTD for CHANCY, CHIZURU		678.60		
CHAPMAN, STEVE				
10/5/2009	197941	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for CHAPMAN, STEVE		1,274.92		



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CHAPPELL, ISAAC				
10/5/2009	197942	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for CHAPPELL, ISAAC		1,274.92		
CHEROKEE PRODUCTIONS, INC. 2407939				
10/19/2009	198246	590.00		
			LAW ENF SEMINAR	295.00
			LAW ENF SEMINAR	295.00
Vendor Total		590.00		
FYTD for CHEROKEE PRODUCTIONS, INC. 2407939		590.00		
CHRISS, SUSAN				
10/12/2009	198095	75.00		
			REFUND-S/N DEP FEE	75.00
Vendor Total		75.00		
FYTD for CHRISS, SUSAN		75.00		
CHRISTIAN, OWEN				
10/5/2009	197943	240.44		
			RETIREE MEDICAL BENEFIT	240.44
Vendor Total		240.44		
FYTD for CHRISTIAN, OWEN		961.76		
CITY OF MORENO VALLEY VEBA TRUST				
10/12/2009	198096	4,287.50		
			EXEMPT VEBA	4,287.50
Vendor Total		4,287.50		
FYTD for CITY OF MORENO VALLEY VEBA TRUST		17,325.00		
CIVICSTONE				
10/12/2009	198097	9,455.90		
			CONSULTING SVCS	9,455.90
Vendor Total		9,455.90		
FYTD for CIVICSTONE		9,455.90		
CLAY, JULIENE				
10/5/2009	197944	49.57		
			CCAC "NUTS & BOLTS" WRKSHOP	49.57
Vendor Total		49.57		
FYTD for CLAY, JULIENE		49.57		



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COAST FITNESS REPAIR SHOP				
10/26/2009	198377	143.94	PROF SVCS-POLICE	143.94
Vendor Total		143.94		
FYTD for COAST FITNESS REPAIR SHOP		143.94		
COHEN & GOLDFRIED				
10/19/2009	198247	2,112.50	SEPT-09 LEGAL SVCS	2,112.50
Vendor Total		2,112.50		
FYTD for COHEN & GOLDFRIED		5,525.00		
COLONIAL SUPPLEMENTAL INSURANCE				
10/5/2009	197945	7,298.09	SUPPLEMENTAL INSURANCE	7,298.09
Vendor Total		7,298.09		
FYTD for COLONIAL SUPPLEMENTAL INSURANCE		29,746.66		
COMMUNITY HEALTH CHARITIES				
10/12/2009	198098	334.00	CHC CONTRIBUTIONS	334.00
10/26/2009	198378	334.00	CHC CONTRIBUTIONS	334.00
Vendor Total		668.00		
FYTD for COMMUNITY HEALTH CHARITIES		3,075.00		
CONTRERAS CONSTRUCTION CO.				
10/5/2009	197946	11,838.75	RET RLS-SHEILA ST SIDEWALK PRJ	11,610.75
			RET RLS-SHEILA ST SIDEWALK PRJ	228.00
Vendor Total		11,838.75		
FYTD for CONTRERAS CONSTRUCTION CO.		118,387.50		
COSATO, VALERIE				
10/12/2009	198099	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for COSATO, VALERIE		20.00		



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COSTCO				
10/12/2009	198100	209.33		
			MISC SUPPLIES-FOOD PROG	116.98
			MISC SUPPLIES-FOOD PROG	92.35
10/19/2009	198248	273.63		
			MISC SUPPLIES-STARS	273.63
10/26/2009	198379	932.44		
			MISC SUPPLIES-ASES	86.49
			MISC SUPPLIES-ASES	324.93
			MISC SUPPLIES-SKATE PARKS	521.02
Vendor Total		1,415.40		
FYTD for COSTCO		25,430.65		
COUNSELING TEAM, THE				
10/26/2009	198380	1,250.00		
			SEPT-09 EMP CNSLNG SVCS	1,250.00
Vendor Total		1,250.00		
FYTD for COUNSELING TEAM, THE		5,000.00		
COUNTRY SQUIRE ESTATES				
10/5/2009	197947	84.88		
			REFUND-UT USER TAXES	84.88
10/26/2009	198381	72.97		
			REFUND-UT USER TAXES	72.97
Vendor Total		157.85		
FYTD for COUNTRY SQUIRE ESTATES		235.27		
COUNTY OF RIVERSIDE - RMAP				
10/19/2009	198249	82.50		
			JUL-09 RECORDATION RQSTS	41.25
			SEP-09 RECORDATION RQSTS	41.25
Vendor Total		82.50		
FYTD for COUNTY OF RIVERSIDE - RMAP		119.10		
COX, RYAN				
10/19/2009	198251	200.00		
			REFUND-RENTAL DEPOSIT	200.00
Vendor Total		200.00		
FYTD for COX, RYAN		200.00		
CRANE ARCHITECTURAL GROUP				
10/12/2009	198101	1,350.00		
			PUB SFTY BLDG CONVERSION PROJ	1,350.00
Vendor Total		1,350.00		
FYTD for CRANE ARCHITECTURAL GROUP		1,350.00		



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CSMFO (CA SOCIETY OF MUNI FINANCE OFF)				
10/14/2009	198217	200.00	BUDGET APPLICATION FEE	200.00
Vendor Total		200.00		
FYTD for CSMFO (CA SOCIETY OF MUNI FINANCE OFF)		200.00		
CTAI PACIFIC GREENSCAPE				
10/5/2009	197948	98.81	IRRIGATION RPRS-DSG1	98.81
10/12/2009	198102	4,921.39	SEPT-09 LNDSCP MAINT-DSG1W	4,921.39
Vendor Total		5,020.20		
FYTD for CTAI PACIFIC GREENSCAPE		22,178.86		
CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH				
10/12/2009	198103	578.00	HLTH PERMIT RNWL-CTTNWD GLF	578.00
Vendor Total		578.00		
FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH		8,983.47		
D & D SERVICES DBA D & D DISPOSAL, INC.				
10/19/2009	198252	745.00	SEPT-09 DISPOSAL SVCS	745.00
Vendor Total		745.00		
FYTD for D & D SERVICES DBA D & D DISPOSAL, INC.		3,130.00		
D R HORTON				
10/19/2009	198253	2,992.42	REFUND-BUS LIC OVRPMT	2,992.42
Vendor Total		2,992.42		
FYTD for D R HORTON		2,992.42		
DALE, KATHLEEN				
10/5/2009	197949	315.49	RETIREE MEDICAL BENEFIT	315.49
Vendor Total		315.49		
FYTD for DALE, KATHLEEN		1,265.20		



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DATA TICKET, INC.				
10/12/2009	198104	5,477.09		
			CITATION PRCSSNG-BLDG/SFTY	255.80
			CITATION PRCSSNG-CODE	1,474.49
			CITATION PRCSSNG-CODE	1,335.48
			CITATION PRCSSNG-PD	2,411.32
10/19/2009	198254	24,851.73		
			JUL-09 CITATION PRCSSNG	10,270.92
			AUG-09 CITATION PRCSSNG	9,604.86
			CITATION SUPPLIES-CODE	4,975.95
10/26/2009	198382	8,501.90		
			JUL-09 MAINT/SUPPORT	105.00
			AUG-09 MAINT/SUPPORT	105.00
			SEPT-09 MAINT/SUPPORT	105.00
			SEPT-09 CITATION PRCSSNG	8,186.90
	Vendor Total	38,830.72		
FYTD for DATA TICKET, INC.		77,077.19		
DATAQUICK CORPORATE HEADQUARTERS				
10/26/2009	198383	130.50		
			OCT-09 ONLINE SVCS	130.50
	Vendor Total	130.50		
FYTD for DATAQUICK CORPORATE HEADQUARTERS		1,422.00		
DAVID EVANS & ASSOCIATES, INC.				
10/26/2009	198384	4,039.50		
			SUNNYMD BLVD REVIT PROJ SVCS	4,039.50
	Vendor Total	4,039.50		
FYTD for DAVID EVANS & ASSOCIATES, INC.		9,026.40		
DAVILA, SALVADOR A.				
10/12/2009	198105	119.98		
			REFUND-PERMIT FEE	119.98
	Vendor Total	119.98		
FYTD for DAVILA, SALVADOR A.		119.98		
DELTA DENTAL				
10/12/2009	198106	11,310.90		
			EMPLOYEE DENTAL INSURANCE	11,310.90
	Vendor Total	11,310.90		
FYTD for DELTA DENTAL		46,738.90		



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DELTACARE USA				
10/12/2009	198107	6,950.87	EMPLOYEE DENTAL INSURANCE	6,950.87
Vendor Total		6,950.87		
FYTD for DELTACARE USA		27,865.48		
DENNIS GRUBB & ASSOCIATES, LLC				
10/5/2009	197950	4,380.00	PLAN REVIEW SVCS	4,380.00
Vendor Total		4,380.00		
FYTD for DENNIS GRUBB & ASSOCIATES, LLC		4,380.00		
DEPARTMENT OF CONSERVATION				
10/12/2009	198108	856.46	SMI FEES LESS 5%	901.54
			SMI FEES LESS 5%	-45.08
Vendor Total		856.46		
FYTD for DEPARTMENT OF CONSERVATION		1,608.24		
DEPARTMENT OF SOCIAL SERVICES				
10/12/2009	198109	220.00	LICENSE FEE-COMM CARE	220.00
Vendor Total		220.00		
FYTD for DEPARTMENT OF SOCIAL SERVICES		220.00		
DEPARTMENT OF TREASURY				
10/12/2009	198110	1,000.00	USER FEE-EXEC PLAN #3	1,000.00
10/12/2009	198111	1,000.00	USER FEE-DEPT HEAD PLN #2	1,000.00
10/12/2009	198112	1,000.00	USER FEE-DIV MGRS PLAN	1,000.00
Vendor Total		3,000.00		
FYTD for DEPARTMENT OF TREASURY		3,000.00		
DESAI, MOHAMMEDZUNED				
10/26/2009	198385	75.00	INSTRUCTOR SVCS-CPR	75.00
Vendor Total		75.00		
FYTD for DESAI, MOHAMMEDZUNED		75.00		



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DESIGN BUILD SOLUTIONS & INNOVATIONS				
10/19/2009	198255	58.00		
			REFUND-BUS LIC OVRPMT	58.00
Vendor Total		58.00		
FYTD for DESIGN BUILD SOLUTIONS & INNOVATIONS		58.00		
DESIGN WORKS				
10/12/2009	198113	630.85		
			ADULT SOFTBALL AWARDS	480.13
			ADULT SOFTBALL AWARDS	150.72
10/26/2009	198386	334.13		
			FLAG FOOTBALL SHIRTS-PARKS	334.13
Vendor Total		964.98		
FYTD for DESIGN WORKS		3,079.56		
DIGITAL TELECOMMUNICATIONS CORP.				
10/12/2009	198114	10,462.80		
			SOFTWARE USER LICENSE	5,000.00
			SOFTWARE USER LICENSE	2,000.00
			SOFTWARE USER LICENSE	454.00
			SOFTWARE USER LICENSE	1,698.00
			SOFTWARE USER LICENSE	510.00
			SOFTWARE USER LICENSE	625.73
			SOFTWARE USER LICENSE	175.07
Vendor Total		10,462.80		
FYTD for DIGITAL TELECOMMUNICATIONS CORP.		51,548.74		
DLS LANDSCAPE, INC				
10/19/2009	198256	12,390.00		
			SEPT-09 LNDS SCP MAINT-ZN A	10,230.00
			SEPT-09 LNDS SCP MAINT-CFD #1	2,160.00
Vendor Total		12,390.00		
FYTD for DLS LANDSCAPE, INC		37,170.00		
DMC DESIGN GROUP, INC				
10/12/2009	198115	10,581.03		
			HEACOCK ST-SAN MICHL TO CACTUS	10,581.03
Vendor Total		10,581.03		
FYTD for DMC DESIGN GROUP, INC		44,364.54		
DORY, ALLEEN F.				
10/5/2009	197951	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for DORY, ALLEEN F.		1,274.92		



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DRUMM, JEAN FRAMMOLINO AND DRUMM, KENNETH				
10/19/2009	198257	727.85		
			REFUND-ANIMAL CITATION	727.85
Vendor Total		727.85		
FYTD for DRUMM, JEAN FRAMMOLINO AND DRUMM, KENNETH		727.85		
DUNN, LAURA				
10/12/2009	198116	288.00		
			INSTRUCTOR SVCS-MUSIC MOVEMENT	288.00
Vendor Total		288.00		
FYTD for DUNN, LAURA		396.00		
DURAN, BLANCA				
10/12/2009	198117	252.00		
			INSTRUCTOR SVCS-FOLKLORIC DANC	252.00
Vendor Total		252.00		
FYTD for DURAN, BLANCA		630.00		
E.R. BLOCK PLUMBING & HEATING, INC.				
10/12/2009	198118	1,700.41		
			BACKFLOW TESTING-WQB	109.20
			BACKFLOW TESTING-ZN S	36.40
			BACKFLOW TESTING-E14	36.40
			BACKFLOW TESTING-DSG	473.20
			BACKFLOW TESTING-DSG2	36.40
			KITCHEN DRAIN SVC-PRO SHOP	269.59
			BACKFLOW TESTING-ZN M	36.40
			BACKFLOW REPAIR-DSG2	532.82
			BACKFLOW REPAIR-DSG2	170.00
10/19/2009	198258	1,405.64		
			BACKFLOW RPLCMNT-TR 20579	532.82
			BACKFLOW RPLCMNT-TR 20579	170.00
			BACKFLOW RPLCMNT-TR 19937	532.82
			BACKFLOW RPLCMNT-TR 19937	170.00
Vendor Total		3,106.05		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.		12,195.94		
EAST BAY CONSTRUCTION COMPANY, INC				
10/5/2009	197952	40.00		
			REFUND-BUS LIC OVRPMT	40.00
Vendor Total		40.00		
FYTD for EAST BAY CONSTRUCTION COMPANY, INC		40.00		



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EASTERN MUNICIPAL WATER DISTRICT				
10/5/2009	197953	11,821.54		
			WATER CHRGS-ST. SWEEPING PRGM	187.15
			WATER CHRGS-DRAIN MAINT PRGM	93.58
			WATER CHRGS-STREET MAINT PRGM	93.58
			WATER CHRGS FOR SEPTEMBER	104.72
			WATER CHRGS FOR SEPTEMBER	-2,724.76
			WATER CHRGS FOR SEPTEMBER	573.61
			WATER CHRGS FOR SEPTEMBER	2,151.76
			WATER CHRGS FOR SEPTEMBER	711.72
			WATER CHRGS FOR SEPTEMBER	2,728.94
			WATER CHRGS FOR SEPTEMBER	2,183.26
			WATER CHRGS FOR SEPTEMBER	4,709.57
			WATER CHRGS FOR SEPTEMBER	68.66
			WATER CHRGS FOR SEPTEMBER	353.98
			WATER CHRGS FOR SEPTEMBER	507.56
			WATER CHRGS FOR SEPTEMBER	78.21
10/5/2009	197954	192.90		
			SVC LINE DMG-13910 REDLANDS BL	111.78
			SVC LINE DMG-13910 REDLANDS BL	81.12
10/26/2009	198387	16,467.13		
			WATER CHRGS FOR SEPTEMBER	38.40
			WATER CHRGS FOR SEPTEMBER	400.08
			WATER CHRGS FOR SEPTEMBER	7,595.18
			WATER CHRGS FOR SEPTEMBER	596.52
			WATER CHRGS FOR SEPTEMBER	2,498.60
			WATER CHRGS FOR SEPTEMBER	248.18
			WATER CHRGS FOR SEPTEMBER	1,934.44
			WATER CHRGS FOR SEPTEMBER	1,065.03
			WATER CHRGS FOR SEPTEMBER	244.52
			WATER CHRGS FOR SEPTEMBER	486.72
			WATER CHRGS FOR SEPTEMBER	1,359.46
Vendor Total		28,481.57		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		555,460.97		
ECKENRODE, KENT				
10/19/2009	198261	128.00		
			PER DIEM-PROP CRIMES CONF/EXPO	128.00
Vendor Total		128.00		
FYTD for ECKENRODE, KENT		128.00		
ECOMOTION, INC.				
10/26/2009	198388	1,675.00		
			SEPT-09 CNSLTNG SVCS	1,675.00
Vendor Total		1,675.00		
FYTD for ECOMOTION, INC.		2,812.50		



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EDFUND				
10/12/2009	198120	183.35		
			GARNISHMENT	36.80
			GARNISHMENT	146.55
10/26/2009	198389	228.35		
			GARNISHMENT	79.50
			GARNISHMENT	148.85
Vendor Total		411.70		
FYTD for EDFUND		2,366.66		
EDGELANE MOBILE PARK				
10/5/2009	197955	15.91		
			REFUND-UT USER TAXES	7.90
			REFUND-UT USER TAXES	8.01
Vendor Total		15.91		
FYTD for EDGELANE MOBILE PARK		32.18		
EDGEMONT COMMUNITY SERVICES DISTRICT				
10/12/2009	198121	105.00		
			FY09-10 SEWER USER FEES	105.00
Vendor Total		105.00		
FYTD for EDGEMONT COMMUNITY SERVICES DISTRICT		105.00		
EGGERSTEN, ANNE				
10/5/2009	197956	303.60		
			RETIREE MEDICAL BENEFIT	303.60
Vendor Total		303.60		
FYTD for EGGERSTEN, ANNE		1,615.82		
EL CHICANO NEWSPAPER				
10/5/2009	197957	124.00		
			NOTICE INV BIDS AD-PATRIOT PRK	124.00
10/26/2009	198390	144.00		
			NOTICE INV BIDS AD-SIDEWLK PRJ	48.00
			NOTICE INV BIDS AD-SIDEWLK PRJ	48.00
			NOTICE INV BIDS AD-SIDEWLK PRJ	48.00
Vendor Total		268.00		
FYTD for EL CHICANO NEWSPAPER		268.00		
ELITE JANITORIAL, INC.				
10/12/2009	198122	84.23		
			CLEANING SUPPLIES-PARKS	58.40
			CLEANING SUPPLIES-PARKS	25.83
Vendor Total		84.23		
FYTD for ELITE JANITORIAL, INC.		364.86		



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EMERY MATERIALS, INC.				
10/12/2009	198123	168.00	CONCRETE DISPOSAL SVC	168.00
Vendor Total		168.00		

FYTD for EMERY MATERIALS, INC.	546.00
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EMPLOYMENT DEVELOPMENT DEPARTMENT				
10/7/2009	2501	810.85	DEP STATE INC TAX W/H 10/07/09	810.85
Vendor Total		810.85		

FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT	415,457.40
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ENCO UTILITY SERVICES MORENO VALLEY LLC				
10/19/2009	198263	7,500.00	OCT-09 CBNT LS-GRAHAM	11.95
			OCT-09 CBNT LS-GRAHAM	1,238.05
			OCT-09 CBNT LS-GLOBE	17.89
			OCT-09 CBNT LS-GLOBE	1,232.11
			OCT-09 CBNT LS-CTTNWD	81.32
			OCT-09 CBNT LS-CTTNWD	1,168.68
			OCT-09 CBNT LS-FRDRCK	29.67
			OCT-09 CBNT LS-FRDRCK	1,220.33
			OCT-09 CBNT LS-INDIAN	114.53
			OCT-09 CBNT LS-INDIAN	1,135.47
			OCT-09 CBNT LS-IRIS	130.78
			OCT-09 CBNT LS-IRIS	1,119.22
10/26/2009	198391	19,119.76	METER FEES	1,087.00
			SEPT-09 GIS DATABASE SVCS	469.36
			SEPT-09 PROF SVCS	442.36
			SEPT-09 PROF SVCS	3,587.90
			CIRC #5 PHASE II INSTALL. WORK	1,567.36
			LASSELLE ST 12KV CIRC TIE WORK	1,621.42
			GLOBE/INDIAN 12KV CIRC TIE	1,557.61
			CACTUS/LASSELLE 12KV CIRC TIE	5,077.46
			CACTUS/LASSELLE 12KV CIRC TIE	1,041.81
			BAY ST BACKBONE W/O MOR BCH DR	2,667.48
Vendor Total		26,619.76		

FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC	771,104.54
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ESKEL/PORTER CONSULTING, INC.				
10/26/2009	198392	2,145.00	CONSULTING SVCS-CRM UPGRADE	2,145.00
Vendor Total		2,145.00		

FYTD for ESKEL/PORTER CONSULTING, INC.	2,145.00
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ESTERS, ALIYA ASHLIE OR CORLEAN SUZZETT				
10/12/2009	198125	54.50		
			REFUND-CITATION OVRPMT	54.50
Vendor Total		54.50		
FYTD for ESTERS, ALIYA ASHLIE OR CORLEAN SUZZETT		54.50		
EVANS ENGRAVING & AWARDS				
10/5/2009	197959	10.88		
			NAME PLATE	10.88
10/12/2009	198126	16.32		
			ENGRAVING SVCS-PD	16.32
10/19/2009	198264	10.88		
			NAME PLATE	10.88
Vendor Total		38.08		
FYTD for EVANS ENGRAVING & AWARDS		1,076.65		
EWING IRRIGATION PRODUCTS, INC.				
10/5/2009	197960	79.75		
			IRRIGATION SUPPLIES	79.75
10/12/2009	198127	56.26		
			IRRIGATION SUPPLIES	56.26
10/26/2009	198393	48.35		
			IRRIGATION SUPPLIES	48.35
Vendor Total		184.36		
FYTD for EWING IRRIGATION PRODUCTS, INC.		11,682.08		
EXCEL LANDSCAPE, INC				
10/19/2009	198265	7,350.07		
			SEPT-09 LNDSCP MAINT-E14	3,461.07
			SEPT-09 LNDSCP MAINT-WQF	3,889.00
Vendor Total		7,350.07		
FYTD for EXCEL LANDSCAPE, INC		124,208.32		
FALCON FUELS				
10/12/2009	198128	10,067.97		
			FUEL PURCHASE	5,939.59
			FUEL PURCHASE	4,128.38
Vendor Total		10,067.97		
FYTD for FALCON FUELS		81,897.56		
FEENSTRA, JOHN				
10/5/2009	197961	361.25		
			RETIREE MEDICAL BENEFIT	361.25
Vendor Total		361.25		
FYTD for FEENSTRA, JOHN		1,445.00		



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FILARSKY & WATT, LLP				
10/19/2009	198266	234.00		
			SEPT-09 LEGAL SVCS	234.00
Vendor Total		234.00		
FYTD for FILARSKY & WATT, LLP.		5,408.00		
FIRST CHOICE SERVICES				
10/5/2009	197962	532.65		
			COFFEE SVCS-CITY HALL	105.70
			COFFEE SVCS-CITY HALL	59.40
			COFFEE SVCS-CITY HALL	178.45
			COFFEE SVCS-CITY HALL	189.10
10/12/2009	198129	82.97		
			COFFEE SVCS-CITY YARD	82.97
Vendor Total		615.62		
FYTD for FIRST CHOICE SERVICES		3,103.93		
FITNESS 19 CA 155 11C				
10/26/2009	198394	304.00		
			GYM MEMBERSHIP DEDUCTIONS	304.00
Vendor Total		304.00		
FYTD for FITNESS 19 CA 155 11C		1,207.00		
FLICKINGER, BONNIE				
10/12/2009	198130	167.80		
			SEP20-21 TRANSP. SUMMIT	167.80
Vendor Total		167.80		
FYTD for FLICKINGER, BONNIE		167.80		
FRANCE PUBLICATIONS, INC. DBA SHOPPING				
10/5/2009	197963	3,000.00		
			AUG-09 ADVERTISING	3,000.00
Vendor Total		3,000.00		
FYTD for FRANCE PUBLICATIONS, INC. DBA SHOPPING		3,000.00		



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FRANCHISE TAX BOARD				
10/12/2009	198131	50.00		
			GARNISHMENT	50.00
10/26/2009	198395	4.25		
			GARNISHMENT	4.25
10/26/2009	198396	462.64		
			GARNISHMENT	50.00
			GARNISHMENT	412.64
10/28/2009	198482	65.00		
			2007 FORM 199	65.00
Vendor Total		581.89		
FYTD for FRANCHISE TAX BOARD		1,242.95		
FRANKLIN, L. C.				
10/12/2009	198132	363.00		
			MILEAGE REIMBURSEMENT	139.70
			MILEAGE REIMBURSEMENT	223.30
Vendor Total		363.00		
FYTD for FRANKLIN, L. C.		363.00		
FULBRIGHT & JAWORSKI, L.L.P.				
10/5/2009	197964	2,466.30		
			AUG-09 LEGAL SVCS	2,466.30
Vendor Total		2,466.30		
FYTD for FULBRIGHT & JAWORSKI, L.L.P.		85,557.34		
FULTON, DWAYNE				
10/5/2009	197965	31.35		
			REFUND-FALSE ALARM OVRPMT	31.35
Vendor Total		31.35		
FYTD for FULTON, DWAYNE		31.35		
GALE GROUP, THE				
10/26/2009	198397	493.58		
			LARGE PRINT BOOKS-LIBRARY	163.72
			LARGE PRINT BOOKS-LIBRARY	58.64
			LARGE PRINT BOOKS-LIBRARY	78.19
			LARGE PRINT BOOKS-LIBRARY	114.02
			LARGE PRINT BOOKS-LIBRARY	79.01
Vendor Total		493.58		
FYTD for GALE GROUP, THE		493.58		



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GALLS INC., INLAND UNIFORM				
10/12/2009	198133	680.66		
			UNIFORMS-PD	639.36
			UNIFORMS-SECURITY	41.30
10/26/2009	198398	163.34		
			UNIFORMS-PD	163.34
Vendor Total		844.00		
FYTD for GALLS INC., INLAND UNIFORM		3,047.95		
GARCIA, JOSE J.				
10/12/2009	198134	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for GARCIA, JOSE J.		20.00		
GASTON, RICHARD				
10/5/2009	197966	637.46		
			RETIREE MEDICAL BENEFIT	637.46
Vendor Total		637.46		
FYTD for GASTON, RICHARD		1,274.92		
GENERAL SECURITY SERVICES, INC.				
10/5/2009	197967	92.04		
			SECURITY SVCS-TWNGTE	92.04
10/12/2009	198135	1,349.92		
			SECURITY SVCS-SR CTR	76.70
			SECURITY SVCS-TWNGTE	122.72
			SECURITY SVCS-TWNGTE	107.38
			SECURITY SVCS-CRC	184.08
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-CRC	306.80
10/19/2009	198267	2,116.92		
			SECURITY SVCS-CRC	230.10
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-MVU ANN	276.12
			SECURITY SVCS-SR CTR	138.06
			SECURITY SVCS-TWNGTE	122.72
			SECURITY SVCS-TWNGTE	76.70
			SECURITY SVCS-CRC	291.46
Vendor Total		3,558.88		
FYTD for GENERAL SECURITY SERVICES, INC.		23,067.61		



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GENESIS CHRISTIAN FELLOWSHIP				
10/19/2009	198268	75.00	REFUND-RENTAL DEPOSIT	75.00
Vendor Total		75.00		
FYTD for GENESIS CHRISTIAN FELLOWSHIP		75.00		
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP				
10/5/2009	197968	13,721.76	AUG-09 LEGAL SVCS-EMPIRE LAND	13,721.76
10/12/2009	198136	2,839.44	AUG-09 LEGAL SVCS-COMM PARK	2,839.44
10/19/2009	198269	307.85	AUG-09 LEGAL SVCS-TOVEY SHULTZ	307.85
Vendor Total		16,869.05		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		81,265.70		
GILES, GREG				
10/5/2009	197969	850.00	PROF AUDIT SVCS-ASES	850.00
10/12/2009	198137	935.00	PROF AUDIT SVCS-ASES	935.00
10/19/2009	198270	1,445.00	PROF AUDIT SVCS-ASES	1,445.00
10/26/2009	198399	1,870.00	PROF AUDIT SVCS-ASES	1,870.00
Vendor Total		5,100.00		
FYTD for GILES, GREG		7,607.50		
GORM INC.				
10/5/2009	197970	1,753.72	JANITORIAL SUPPLIES	1,753.72
Vendor Total		1,753.72		
FYTD for GORM INC.		1,753.72		
GOZDECKI, DAN				
10/26/2009	198400	567.00	INSTRUCTOR SVCS-KUNG FU	216.00
			INSTRUCTOR SVCS-KUNG FU	351.00
Vendor Total		567.00		
FYTD for GOZDECKI, DAN		2,376.00		



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GRANITE CAPITOL				
10/19/2009	198271	7,810.83		
			REFUND-PLOT PLAN FEE	7,082.40
			REFUND-ZN CHNG FEE	58.42
			REFUND-GEN PLN AMD FEE	75.09
			REFUND-GEN PLN FEE	594.92
Vendor Total		7,810.83		
FYTD for GRANITE CAPITOL		7,810.83		
GRAPHIC SOLUTIONS LTD.				
10/26/2009	198401	145.00		
			SUNNYMD BLVD REVIT PROJ SVCS	145.00
Vendor Total		145.00		
FYTD for GRAPHIC SOLUTIONS LTD.		3,426.25		
GREINES, MARTIN, STEIN & RICHLAND, LLP				
10/5/2009	197971	0.00		
			AUG-09 LEGAL SVCS	7,319.93
			AUG-09 LEGAL SVCS	-7,319.93
10/12/2009	198138	5,744.76		
			AUG-09 LEGAL SVCS	5,744.76
Vendor Total		5,744.76		
FYTD for GREINES, MARTIN, STEIN & RICHLAND, LLP		17,072.66		
GRIFFIN, MARLENE C				
10/5/2009	197972	303.60		
			RETIREE MEDICAL BENEFIT	303.60
Vendor Total		303.60		
FYTD for GRIFFIN, MARLENE C		1,214.40		
GUAJARDO, SHARON				
10/12/2009	198139	0.00		
			REFUND-TRAP DEPOSIT	50.00
			REFUND-TRAP DEPOSIT	-50.00
Vendor Total		0.00		
FYTD for GUAJARDO, SHARON		0.00		
GUIDA SURVEYING, INC.				
10/26/2009	198402	19,862.50		
			2009 PAVEMNT RESURF PROJ SVCS	19,862.50
Vendor Total		19,862.50		
FYTD for GUIDA SURVEYING, INC.		34,691.20		



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GULLIS, LINDA B.				
10/5/2009	197973	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for GULLIS, LINDA B.		1,274.92		
GUZMAN'S CART SERVICE				
10/19/2009	198272	4,049.00	SEPT-09 CART RTRVL SVCS	4,049.00
Vendor Total		4,049.00		
FYTD for GUZMAN'S CART SERVICE		16,196.00		
HAISTY, XIU HUA				
10/12/2009	198140	150.00	INSTRUCTOR SVCS-TAI CHI	150.00
Vendor Total		150.00		
FYTD for HAISTY, XIU HUA		210.00		
HAMLIN, WILLIAM R.				
10/5/2009	197974	315.49	RETIREE MEDICAL BENEFIT	315.49
Vendor Total		315.49		
FYTD for HAMLIN, WILLIAM R.		1,268.44		
HANES, MARTIN D.				
10/5/2009	197975	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for HANES, MARTIN D.		1,274.92		
HANIGAN BUSINESS FORMS				
10/12/2009	198141	945.26	BUILDING PERMIT FORMS	945.26
Vendor Total		945.26		
FYTD for HANIGAN BUSINESS FORMS		945.26		
HARDING, JOHN S.				
10/5/2009	197976	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for HARDING, JOHN S.		1,274.92		



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HARO, JESUS / PONCE, REBECA				
10/12/2009	198142	100.00	REFUND-CITATION OVRPMT	100.00
Vendor Total		100.00		
FYTD for HARO, JESUS / PONCE, REBECA		100.00		
HARRIS & ASSOCIATES, INC.				
10/19/2009	198273	17,015.04	SUNNYMD BLVD REVIT PROJ SVCS	17,015.04
Vendor Total		17,015.04		
FYTD for HARRIS & ASSOCIATES, INC.		138,275.36		
HATFIELD, CHARLES				
10/5/2009	197977	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for HATFIELD, CHARLES		1,274.92		
HDL COREN & CONE				
10/19/2009	198274	1,912.41	AUDIT SVCS-PROP TAX	210.37
			AUDIT SVCS-PROP TAX	1,702.04
Vendor Total		1,912.41		
FYTD for HDL COREN & CONE		6,299.91		
HDL/HINDERLITER DE LLAMAS & ASSOCIATES				
10/19/2009	198275	2,953.63	AUDIT/CNTRCT SVCS-SALES TAX	900.00
			AUDIT/CNTRCT SVCS-SALES TAX	2,053.63
Vendor Total		2,953.63		
FYTD for HDL/HINDERLITER DE LLAMAS & ASSOCIATES		6,767.14		
HEFFLEY, ROSS W.				
10/5/2009	197978	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for HEFFLEY, ROSS W.		1,274.92		
HENKENIUS, LINDSEY				
10/26/2009	198404	1,224.00	INSTRUCTOR SVCS-TUMBLING	249.00
			INSTRUCTOR SVCS-GUITAR	975.00
Vendor Total		1,224.00		
FYTD for HENKENIUS, LINDSEY		2,901.00		



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HERRERA, LETICIA				
10/12/2009	198143	66.72		
			REFUND-PERMIT FEE	65.72
			REFUND-PERMIT FEE	0.90
			REFUND-PERMIT FEE	0.10
Vendor Total		66.72		
FYTD for HERRERA, LETICIA		66.72		
HERRERA, STEVE				
10/12/2009	198144	95.00		
			REFUND-ANML SVC FEES	20.00
			REFUND-ANML SVC FEES	75.00
Vendor Total		95.00		
FYTD for HERRERA, STEVE		95.00		
HERRICK, ROBERT D.				
10/5/2009	197979	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for HERRICK, ROBERT D.		1,274.92		
HESLIN, MICHAEL K.				
10/5/2009	197980	121.00		
			MILEAGE REIMBURSEMENT	121.00
Vendor Total		121.00		
FYTD for HESLIN, MICHAEL K.		568.70		
HIGGS, DEBRA				
10/26/2009	198405	144.00		
			INSTRUCTOR SVCS-OIL PAINTING	144.00
Vendor Total		144.00		
FYTD for HIGGS, DEBRA		432.00		
HONEYWELL INTERNATIONAL				
10/26/2009	198406	876.40		
			FIRE ALARM-DIAGNOSTIC	493.50
			FIRE ALARM-LABOR	329.00
			FIRE ALARM-GOV RATE MILEAGE	53.90
Vendor Total		876.40		
FYTD for HONEYWELL INTERNATIONAL		876.40		
HOUSER, EDITH E.				
10/5/2009	197981	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for HOUSER, EDITH E.		1,274.92		



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IAC ENGINEERING, INC.				
10/12/2009	198145	12,041.53	PUB SFTY BLDG PARKING LOT PROJ	12,041.53
Vendor Total		12,041.53		
FYTD for IAC ENGINEERING, INC.		12,041.53		
ICMA RETIREMENT CORP 457				
10/9/2009	2506	10,935.49	DEF COMP 457 10/09/09	10,935.49
10/23/2009	2514	10,935.49	DEF COMP 457 10/23/09	10,935.49
Vendor Total		21,870.98		
FYTD for ICMA RETIREMENT CORP 457		90,326.17		
ICSC-INT'L. COUNCIL OF SHOPPING CENTERS				
10/12/2009	198146	3,308.62	SEPT-09 ADVERTISING	3,308.62
Vendor Total		3,308.62		
FYTD for ICSC-INT'L. COUNCIL OF SHOPPING CENTERS		3,308.62		
ING USA ANNUITY & LIFE INSURANCE CO.				
10/12/2009	198147	475.00	NON-EXEMPT ANNUITY	475.00
Vendor Total		475.00		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.		1,900.00		
INLAND CONTRACTORS, INC./DBA:ENVIRO-TEST				
10/12/2009	198148	465.00	NUISANCE ABTMNT SVCS	233.00
			NUISANCE ABTMNT SVCS	232.00
Vendor Total		465.00		
FYTD for INLAND CONTRACTORS, INC./DBA:ENVIRO-TEST		5,262.06		
INLAND EMPIRE MAGAZINE				
10/26/2009	198407	1,295.00	OCT-09 ADVERTISING	1,295.00
Vendor Total		1,295.00		
FYTD for INLAND EMPIRE MAGAZINE		1,295.00		
INLAND EMPIRE PROPERTY SERVICE, INC				
10/19/2009	198276	1,693.00	WEED ABTMNT SVC-AQDCTS	800.00
			WEED ABTMNT SVC-AQDCTS	893.00
Vendor Total		1,693.00		
FYTD for INLAND EMPIRE PROPERTY SERVICE, INC		60,415.33		



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INSIDE PLANTS, INC.				
10/19/2009	198277	316.00	OCT-09 PLANT MAINT-CRC	316.00
Vendor Total		316.00		
FYTD for INSIDE PLANTS, INC.		1,264.00		
INTERNAL REVENUE SERVICE				
10/1/2009	2498	2,000.00	DEP FED TAX W/H 10/01/09	2,000.00
10/7/2009	2500	3,531.60	DEP FED TAX W/H 10/07/09	3,531.60
Vendor Total		5,531.60		
FYTD for INTERNAL REVENUE SERVICE		1,282,387.51		
IRON MOUNTAIN OFF-SITE DATA PROTECTION				
10/5/2009	197982	1,181.82	SEPT-09 DATA STORAGE	1,181.82
Vendor Total		1,181.82		
FYTD for IRON MOUNTAIN OFF-SITE DATA PROTECTION		4,592.22		
ISS SWEEPING, INC.				
10/19/2009	198278	2,265.70	SEPT-09 STREET SWEEPING SVC	1,545.70
			SEPT-09 STREET SWEEPING SVC	720.00
Vendor Total		2,265.70		
FYTD for ISS SWEEPING, INC.		9,776.20		
J.D.H. CONTRACTING				
10/19/2009	198279	575.00	DRAWINGS-NEW WOMENS RR-CITY YD	575.00
10/26/2009	198408	23,443.00	CONSTRCT WOMENS RR AT CITY YRD	23,443.00
Vendor Total		24,018.00		
FYTD for J.D.H. CONTRACTING		35,510.84		
JANNEY & JANNEY ATTORNEY SVCS, INC.				
10/19/2009	198280	220.00	LEGAL COURIER SVCS	150.00
			LEGAL COURIER SVCS	70.00
Vendor Total		220.00		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.		850.00		



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JDEDGE SOFTWARE, LLC				
10/19/2009	198281	9,454.24		
			CONSULTING SVCS	8,134.44
			CONSULTING SVCS	1,319.80
Vendor Total		9,454.24		
FYTD for JDEDGE SOFTWARE, LLC		11,706.74		
JIMENEZ, LAUNA L.				
10/26/2009	198409	42.00		
			PER DIEM-OTS OPER GRANT TRNG	42.00
Vendor Total		42.00		
FYTD for JIMENEZ, LAUNA L.		42.00		
JIMENEZ, SUZANN				
10/26/2009	198410	31.00		
			REFUND-ANML LIC FEE	31.00
Vendor Total		31.00		
FYTD for JIMENEZ, SUZANN		31.00		
JOHNSON, DELIA				
10/12/2009	198149	36.00		
			INSTRUCTOR SVCS-AEROBICS	36.00
Vendor Total		36.00		
FYTD for JOHNSON, DELIA		126.00		
JOHNSON, LINDA				
10/12/2009	198150	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for JOHNSON, LINDA		20.00		
JONES, SUSAN				
10/5/2009	197983	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for JONES, SUSAN		1,274.92		
JTB SUPPLY CO., INC.				
10/19/2009	198282	1,373.51		
			TRAFFIC SIGNAL SUPPLIES	1,373.51
Vendor Total		1,373.51		
FYTD for JTB SUPPLY CO., INC.		10,998.28		



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KDM MERIDIAN, INC.				
10/5/2009	197984	5,432.50		
			SUNNYMD BLVD REVIT PROJ SVCS	3,740.00
			TRAF SIG AT LASSELLE/COTTONWD	1,692.50
10/12/2009	198151	3,202.50		
			LASSELLE/BAY TS & ST IMPRVMENTS	3,202.50
10/19/2009	198283	8,410.00		
			SUNNYMD BLVD REVIT PROJ SVCS	8,410.00
10/26/2009	198411	12,550.00		
			SUNNYMD BLVD REVIT PROJ SVCS	12,550.00
Vendor Total		29,595.00		
FYTD for KDM MERIDIAN, INC.		43,707.50		
KING AUTO REPAIR				
10/5/2009	197985	155.96		
			REFUND-FALSE ALARM OVRPMT	28.00
			REFUND-FALSE ALARM OVRPMT	30.00
			REFUND-FALSE ALARM OVRPMT	30.00
			REFUND-FALSE ALARM OVRPMT	35.41
			REFUND-FALSE ALARM OVRPMT	32.55
Vendor Total		155.96		
FYTD for KING AUTO REPAIR		155.96		
KING, PATRICIA A.				
10/5/2009	197986	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for KING, PATRICIA A.		1,274.92		
KOA CORPORATION				
10/5/2009	197987	7,966.16		
			RECHE VISTA DR REALIGNMNT PROJ	7,396.16
			RECHE VISTA DR REALIGNMNT PROJ	570.00
Vendor Total		7,966.16		
FYTD for KOA CORPORATION		101,108.02		
KOLB, CHARLES E.				
10/5/2009	197988	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for KOLB, CHARLES E.		1,274.92		



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KRAPER, TARA				
10/12/2009	198152	70.00		
			REFUND-ANML SVC FEES	30.00
			REFUND-ANML SVC FEES	10.00
			REFUND-ANML SVC FEES	20.00
			REFUND-ANML SVC FEES	10.00
Vendor Total		70.00		
FYTD for KRAPER, TARA		70.00		
KUPSAK, STEVE				
10/5/2009	197989	1,500.00		
			TUITION REIMBURSEMENT	1,500.00
Vendor Total		1,500.00		
FYTD for KUPSAK, STEVE		1,500.00		
KYLE, GARY M.				
10/5/2009	197990	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for KYLE, GARY M.		1,274.92		
LAFATA, JOSEPHINE				
10/5/2009	197991	315.49		
			RETIREE MEDICAL BENEFIT	315.49
Vendor Total		315.49		
FYTD for LAFATA, JOSEPHINE		1,265.20		
LAZARUS, MARGERY A.				
10/12/2009	198153	127.60		
			MILEAGE 7/21, 9/15 & 10/1 MTGS	57.75
			MILEAGE 8/11/09 RCFC MTG	12.10
			MILEAGE 8/27, 9/16&17, & 9/28	57.75
Vendor Total		127.60		
FYTD for LAZARUS, MARGERY A.		127.60		
LEE, CHERYL LYNN				
10/12/2009	198154	50.00		
			REFUND-CITATION OVRPMT	50.00
Vendor Total		50.00		
FYTD for LEE, CHERYL LYNN		50.00		



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LEIGHTON CONSULTING, INC.				
10/5/2009	197992	4,936.50	LASSELLE ST WIDENING PROJ SVCS	4,936.50
10/26/2009	198412	7,013.00	LASSELLE ST WIDENING PROJ SVCS	7,013.00
Vendor Total		11,949.50		
FYTD for LEIGHTON CONSULTING, INC.		33,671.14		
LEOTA, PELESA				
10/12/2009	198155	300.00	REFUND-RNTL DEPOSIT	300.00
Vendor Total		300.00		
FYTD for LEOTA, PELESA		300.00		
LEWIS, CAROLYN S.				
10/5/2009	197993	315.49	RETIREE MEDICAL BENEFIT	315.49
Vendor Total		315.49		
FYTD for LEWIS, CAROLYN S.		1,261.96		
LEXISNEXIS				
10/26/2009	198413	1,559.00	SEPT-09 ONLINE LGL SVCS	1,270.14
			SEPT-09 ONLINE LGL SVCS	288.86
Vendor Total		1,559.00		
FYTD for LEXISNEXIS		6,236.00		
LIEBERT, CASSIDY, WHITMORE				
10/5/2009	197994	175.00	EMPLYMNT RELATIONS WORKSHOP	35.00
			EMPLYMNT RELATIONS WORKSHOP	35.00
			EMPLYMNT RELATIONS WORKSHOP	35.00
			EMPLYMNT RELATIONS WORKSHOP	35.00
			EMPLYMNT RELATIONS WORKSHOP	35.00
Vendor Total		175.00		
FYTD for LIEBERT, CASSIDY, WHITMORE		3,029.00		
LIM & NASCIMENTO ENGINEERING CORP.				
10/19/2009	198284	10,220.41	PERRIS BL WIDENING FROM RAM XP	10,220.41
Vendor Total		10,220.41		
FYTD for LIM & NASCIMENTO ENGINEERING CORP.		237,247.05		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LOGAN, CHARLES				
10/5/2009	197995	389.35		
			RETIREE MEDICAL BENEFIT	389.35
Vendor Total		389.35		
FYTD for LOGAN, CHARLES		1,133.68		
LOPEZ, JOEL				
10/19/2009	198285	375.00		
			YOUTHFEST D.J.	375.00
Vendor Total		375.00		
FYTD for LOPEZ, JOEL		375.00		
LOPEZ, OSCAR				
10/12/2009	198156	95.00		
			REFUND-ANML SVC FEES	20.00
			REFUND-ANML SVC FEES	75.00
Vendor Total		95.00		
FYTD for LOPEZ, OSCAR		95.00		
LOPEZ, TINA				
10/5/2009	197996	38.63		
			REFUND-FALSE ALARM	30.00
			REFUND-FALSE ALARM	8.63
Vendor Total		38.63		
FYTD for LOPEZ, TINA		38.63		
LOR GEOTECHNICAL GROUP, INC.				
10/5/2009	197997	997.50		
			ST. IMPRVMENTS-LASSELLE/COTTNWD	885.00
			TRAF SIG AT LASSELLE/COTTONWD	112.50
10/19/2009	198286	12,900.00		
			SUNNYMD BLVD REVIT PROJ SVCS	1,450.00
			SUNNYMD BLVD REVIT PROJ SVCS	2,056.00
			SUNNYMD BLVD REVIT PROJ SVCS	9,394.00
10/26/2009	198414	6,557.50		
			SUNNYMD BLVD REVIT PROJ SVCS	1,742.00
			SUNNYMD BLVD REVIT PROJ SVCS	2,998.00
			LASSELLE/COTTONWD ST IMPRVMENTS	1,180.00
			LASSELLE/COTTONWD TRAF SIG PRJ	637.50
Vendor Total		20,455.00		
FYTD for LOR GEOTECHNICAL GROUP, INC.		37,210.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LOZANO, ESTHER				
10/19/2009	198287	350.00	REFUND-RENTAL DEPOSIT	350.00
Vendor Total		350.00		
FYTD for LOZANO, ESTHER		350.00		
LUMLEY, ROBERT C.				
10/5/2009	197998	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for LUMLEY, ROBERT C.		1,274.92		
LUNA, MIRABELLA				
10/5/2009	197999	50.00	REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for LUNA, MIRABELLA		50.00		
MARCH JOINT POWERS AUTHORITY				
10/26/2009	198415	2.10	SEPT-09 GAS CHRGS	1.71
			SEPT-09 GAS CHRGS	0.39
Vendor Total		2.10		
FYTD for MARCH JOINT POWERS AUTHORITY		19.62		
MARTIAL ARTS INTERNATIONAL, USKO				
10/26/2009	198416	224.00	INSTRUCTOR SVCS-KICK BOXING	168.00
			INSTRUCTOR SVCS-BOXING	56.00
Vendor Total		224.00		
FYTD for MARTIAL ARTS INTERNATIONAL, USKO		280.00		
MATHIS, NOLAN				
10/5/2009	198000	288.60	RETIREE MEDICAL BENEFIT	288.60
Vendor Total		288.60		
FYTD for MATHIS, NOLAN		1,154.40		
MAXINOSKI, SUE A.				
10/5/2009	198001	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for MAXINOSKI, SUE A.		1,274.92		



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MAYER HOFFMAN MCCANN P.C.				
10/19/2009	198288	15,799.00	CITY AUDIT SVCS	15,799.00
Vendor Total		15,799.00		
FYTD for MAYER HOFFMAN MCCANN P.C.		15,799.00		
MCCARTHY & BERLIN, LLP				
10/12/2009	198157	5,870.93	AUG-09 LEGAL SVCS	5,870.93
Vendor Total		5,870.93		
FYTD for MCCARTHY & BERLIN, LLP		20,801.53		
MCDONOUGH, HOLLAND & ALLEN				
10/12/2009	198158	12,875.90	AUG-09 LEGAL SVCS-MVUSD	12,875.90
Vendor Total		12,875.90		
FYTD for MCDONOUGH, HOLLAND & ALLEN		66,952.91		
MCI				
10/26/2009	198417	1,036.15	INTERNET CONNECTION SVC	1,036.15
Vendor Total		1,036.15		
FYTD for MCI		6,219.70		
MCI WORLDCOM				
10/26/2009	198418	1,042.03	DATA USAGE CHRGS	1,042.03
Vendor Total		1,042.03		
FYTD for MCI WORLDCOM		4,133.04		
MEDINA, MARIO				
10/5/2009	198003	116.37	REFUND-PERMIT FEE	116.37
Vendor Total		116.37		
FYTD for MEDINA, MARIO		116.37		
MENGISTU, YESHIALEM				
10/26/2009	198419	158.40	MILEAGE REIMBURSEMENT	158.40
Vendor Total		158.40		
FYTD for MENGISTU, YESHIALEM		332.75		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MESSIN, LOUIS				
10/5/2009	198004	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for MESSIN, LOUIS		1,274.92		
MEYERS, ROBERT				
10/26/2009	198420	294.00	INSTRUCTOR SVCS-DRAWING	189.00
			INSTRUCTOR SVCS-PHOTO	105.00
Vendor Total		294.00		
FYTD for MEYERS, ROBERT		1,134.00		
MGT OF AMERICA, INC.				
10/19/2009	198289	3,000.00	CLAIMING SVCS-2ND QTR FY09/10	3,000.00
Vendor Total		3,000.00		
FYTD for MGT OF AMERICA, INC.		6,000.00		
MILES, ROBERT				
10/5/2009	198005	240.44	RETIREE MEDICAL BENEFIT	240.44
Vendor Total		240.44		
FYTD for MILES, ROBERT		961.76		
MINARD, MARK E.				
10/5/2009	198006	287.02	RETIREE MEDICAL BENEFIT	287.02
Vendor Total		287.02		
FYTD for MINARD, MARK E.		1,179.79		
MIRACLE RECREATION EQUIPMENT				
10/5/2009	198007	332.16	PLAYGROUND EQUIPMENT	332.16
10/19/2009	198290	706.06	PLAYGROUND EQUIPMENT	706.06
Vendor Total		1,038.22		
FYTD for MIRACLE RECREATION EQUIPMENT		1,182.49		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MISSION LINEN SUPPLY, INC.				
10/26/2009	198423	1,372.68		
			UNIFORM SUPPLY/LAUNDERING SVCS	18.52
			UNIFORM SUPPLY/LAUNDERING SVCS	25.98
			UNIFORM SUPPLY/LAUNDERING SVCS	18.52
			UNIFORM SUPPLY/LAUNDERING SVCS	25.98
			UNIFORM SUPPLY/LAUNDERING SVCS	18.52
			UNIFORM SUPPLY/LAUNDERING SVCS	25.98
			UNIFORM SUPPLY/LAUNDERING SVCS	18.52
			UNIFORM SUPPLY/LAUNDERING SVCS	25.98
			UNIFORM SUPPLY/LAUNDERING SVCS	52.60
			UNIFORM SUPPLY/LAUNDERING SVCS	53.00
			UNIFORM SUPPLY/LAUNDERING SVCS	50.77
			UNIFORM SUPPLY/LAUNDERING SVCS	50.77
			UNIFORM SUPPLY/LAUNDERING SVCS	14.09
			UNIFORM SUPPLY/LAUNDERING SVCS	13.68
			UNIFORM SUPPLY/LAUNDERING SVCS	13.48
			UNIFORM SUPPLY/LAUNDERING SVCS	14.09
			UNIFORM SUPPLY/LAUNDERING SVCS	8.99
			UNIFORM SUPPLY/LAUNDERING SVCS	8.99
			UNIFORM SUPPLY/LAUNDERING SVCS	8.99
			UNIFORM SUPPLY/LAUNDERING SVCS	8.99
			UNIFORM SUPPLY/LAUNDERING SVCS	13.48
			UNIFORM SUPPLY/LAUNDERING SVCS	13.48
			UNIFORM SUPPLY/LAUNDERING SVCS	13.48
			UNIFORM SUPPLY/LAUNDERING SVCS	13.48
			UNIFORM SUPPLY/LAUNDERING SVCS	17.98
			UNIFORM SUPPLY/LAUNDERING SVCS	17.98
			UNIFORM SUPPLY/LAUNDERING SVCS	17.98
			UNIFORM SUPPLY/LAUNDERING SVCS	17.98
			UNIFORM SUPPLY/LAUNDERING SVCS	4.08
			UNIFORM SUPPLY/LAUNDERING SVCS	4.08
			UNIFORM SUPPLY/LAUNDERING SVCS	4.08
			UNIFORM SUPPLY/LAUNDERING SVCS	4.08
			UNIFORM SUPPLY/LAUNDERING SVCS	52.96
			UNIFORM SUPPLY/LAUNDERING SVCS	52.96
			UNIFORM SUPPLY/LAUNDERING SVCS	52.96
			UNIFORM SUPPLY/LAUNDERING SVCS	25.40
			UNIFORM SUPPLY/LAUNDERING SVCS	82.34
			UNIFORM SUPPLY/LAUNDERING SVCS	82.34
			UNIFORM SUPPLY/LAUNDERING SVCS	82.34
			UNIFORM SUPPLY/LAUNDERING SVCS	82.34
			UNIFORM SUPPLY/LAUNDERING SVCS	9.64
			UNIFORM SUPPLY/LAUNDERING SVCS	9.64
			UNIFORM SUPPLY/LAUNDERING SVCS	9.64
			UNIFORM SUPPLY/LAUNDERING SVCS	9.64
			UNIFORM SUPPLY/LAUNDERING SVCS	8.99
			UNIFORM SUPPLY/LAUNDERING SVCS	8.99
			UNIFORM SUPPLY/LAUNDERING SVCS	8.99
			UNIFORM SUPPLY/LAUNDERING SVCS	8.99
			UNIFORM SUPPLY/LAUNDERING SVCS	10.25
			UNIFORM SUPPLY/LAUNDERING SVCS	10.25
			UNIFORM SUPPLY/LAUNDERING SVCS	10.25
			UNIFORM SUPPLY/LAUNDERING SVCS	10.25
			UNIFORM SUPPLY/LAUNDERING SVCS	31.23



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			UNIFORM SUPPLY/LAUNDERING SVCS	31.23
			UNIFORM SUPPLY/LAUNDERING SVCS	31.23
			UNIFORM SUPPLY/LAUNDERING SVCS	31.23
Vendor Total		1,372.68		
FYTD for MISSION LINEN SUPPLY, INC.		6,702.41		
MOLLICA, MIKE				
10/5/2009	198008	401.42	RETIREE MEDICAL BENEFIT	401.42
Vendor Total		401.42		
FYTD for MOLLICA, MIKE		1,605.68		
MONEY CONTROL, INC				
10/5/2009	198009	50.00	PROF SVC FEE	50.00
Vendor Total		50.00		
FYTD for MONEY CONTROL, INC		50.00		
MOORE, CARMEN				
10/12/2009	198159	425.00	REFUND-CITATION DISMISSED	425.00
Vendor Total		425.00		
FYTD for MOORE, CARMEN		425.00		
MORA, PATRICIA A.				
10/5/2009	198010	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for MORA, PATRICIA A.		1,274.92		
MORENO VALLEY BLACK CHAMBER OF COMMERCE				
10/12/2009	198160	1,375.00	CONTRACT SERVICES	1,375.00
Vendor Total		1,375.00		
FYTD for MORENO VALLEY BLACK CHAMBER OF COMMERCE		2,750.00		



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MORENO VALLEY CHAMBER OF COMMERCE				
10/12/2009	198161	150.00		
			9/23/09 WAKE UP MTG FEE	15.00
			9/23/09 WAKE UP MTG FEE	15.00
			9/23/09 WAKE UP MTG FEE	15.00
			9/23/09 WAKE UP MTG FEE	15.00
			9/23/09 WAKE UP MTG FEE	15.00
			9/23/09 WAKE UP MTG FEE	15.00
			9/23/09 WAKE UP MTG FEE	15.00
			9/23/09 WAKE UP MTG FEE	15.00
			9/23/09 WAKE UP MTG FEE	15.00
			9/23/09 WAKE UP MTG FEE	15.00
			9/23/09 WAKE UP MTG FEE	15.00
10/12/2009	198162	520.00		
			MAYOR'S CITY EVENT-CRC	130.00
			MAYOR'S CITY EVENT-CRC	65.00
			MAYOR'S CITY EVENT-CRC	65.00
			MAYOR'S CITY EVENT-CRC	65.00
			MAYOR'S CITY EVENT-CRC	65.00
			MAYOR'S CITY EVENT-CRC	65.00
			MAYOR'S CITY EVENT-CRC	65.00
10/26/2009	198424	6,000.00		
			9/1-12/1/09 BUSINESS SVCS	6,000.00
Vendor Total		6,670.00		
FYTD for MORENO VALLEY CHAMBER OF COMMERCE		14,110.00		
MORENO VALLEY CHRISTIAN ASSEMBLY				
10/12/2009	198163	100.00		
			REFUND-MBL STG DEPOSIT	100.00
Vendor Total		100.00		
FYTD for MORENO VALLEY CHRISTIAN ASSEMBLY		100.00		
MORENO VALLEY CITY EMPLOYEES ASSOC.				
10/23/2009	2513	1,550.50		
			MVCEA DUES 10/23/09	1,550.50
10/9/2009	2505	1,560.00		
			MVCEA DUES 10/09/09	1,560.00
Vendor Total		3,110.50		
FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.		14,332.00		
MORENO VALLEY GATEWAY, LLC				
10/26/2009	198425	21,093.43		
			NOV-09 RENT-FAC ANNX	2,458.97
			NOV-09 RENT-TECH SVCS ANNX	5,475.90
			NOV-09 RENT-SPCL DIST BLDG	13,158.56
Vendor Total		21,093.43		
FYTD for MORENO VALLEY GATEWAY, LLC		84,373.72		



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MORENO VALLEY UNIFIED SCHOOL DISTRICT				
10/26/2009	198426	72.00	CUSTODIAL SVCS-7/4	72.00
10/26/2009	198427	1,170.00	CUSTODIAL SVCS-7/4	1,170.00
Vendor Total		1,242.00		
FYTD for MORENO VALLEY UNIFIED SCHOOL DISTRICT		1,678.00		
MORENO VALLEY UTILITY				
10/26/2009	198428	146.55	ELECTRIC SVC-UT FIELD OFFICE	146.55
Vendor Total		146.55		
FYTD for MORENO VALLEY UTILITY		320,205.57		
MORGAN, LISA A.				
10/5/2009	198011	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for MORGAN, LISA A.		1,274.92		
MUNITEMPS				
10/5/2009	198012	2,323.32	TEMP STAFFING SVCS-PKS MAINT	1,793.60
			TEMP STAFFING SVCS-ASES	343.36
			TEMP STAFFING SVCS-ASES	155.30
			TEMP STAFFING SVCS-ASES	31.06
Vendor Total		2,323.32		
FYTD for MUNITEMPS		41,648.33		
MURPHY, LIONEL				
10/19/2009	198292	128.00	PER DIEM-PROP CRIMES CONF/EXPO	128.00
Vendor Total		128.00		
FYTD for MURPHY, LIONEL		128.00		
MUSHINSKIE, PATRICK				
10/19/2009	198293	128.00	PER DIEM-PROP CRIMES CONF/EXPO	128.00
Vendor Total		128.00		
FYTD for MUSHINSKIE, PATRICK		128.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NATIONWIDE RETIREMENT SOLUTIONS				
10/9/2009	2504	22,957.11	DEF COMP 457 & 401(A) 10/09/09	22,957.11
10/23/2009	2511	11,223.47	PST DEF COMP FOR FICA 10/23/09	11,223.47
10/23/2009	2512	22,297.43	DEF COMP 457 & 401(A) 10/23/09	22,297.43
10/9/2009	2503	10,272.38	PST DEF COMP FOR FICA 10/09/09	10,272.38
Vendor Total		66,750.39		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS		250,830.44		
NELSON PAVING				
10/12/2009	198164	4,786.35	SPEED HUMP INSTL-SANTA ROSA DR	4,786.35
Vendor Total		4,786.35		
FYTD for NELSON PAVING		9,631.79		
NELSON, ROBERT				
10/5/2009	198013	303.60	RETIREE MEDICAL BENEFIT	303.60
Vendor Total		303.60		
FYTD for NELSON, ROBERT		1,214.40		
NELSON, RUTH L.				
10/5/2009	198014	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for NELSON, RUTH L.		1,274.92		
NEUSTAEDTER, CRAIG S				
10/5/2009	198015	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for NEUSTAEDTER, CRAIG S		1,274.92		
NEW HORIZON MOBILE HOME PARK				
10/5/2009	198016	11.48	REFUND-UT USER TAXES	5.67
			REFUND-UT USER TAXES	5.81
Vendor Total		11.48		
FYTD for NEW HORIZON MOBILE HOME PARK		35.57		



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NGUYEN, NGOC				
10/5/2009	198017	95.00		
			REFUND-RABIES & S/N DEP FEES	20.00
			REFUND-RABIES & S/N DEP FEES	75.00
Vendor Total		95.00		
FYTD for NGUYEN, NGOC		95.00		
NIEBURGER, JUDITH A.				
10/5/2009	198018	401.42		
			RETIREE MEDICAL BENEFIT	401.42
Vendor Total		401.42		
FYTD for NIEBURGER, JUDITH A.		1,605.68		
NINYO & MOORE GEOTECHNICAL				
10/26/2009	198429	14,465.50		
			EMRGNCY OPS CTR PROJ SVCS	14,465.50
Vendor Total		14,465.50		
FYTD for NINYO & MOORE GEOTECHNICAL		38,556.12		
NORRIS-REPKE, INC.				
10/19/2009	198295	16,830.00		
			TEMP STAFFING SVCS-VARIOUS PRJ	16,830.00
Vendor Total		16,830.00		
FYTD for NORRIS-REPKE, INC.		128,405.00		
OMNIS, INC.				
10/5/2009	198019	480.00		
			TRAF SIG AT SR60/REDLANDS BLVD	480.00
Vendor Total		480.00		
FYTD for OMNIS, INC.		6,043.04		
OTWELL-WATSON, DIANA				
10/19/2009	198296	75.00		
			REFUND-S/N DEP FEE	75.00
Vendor Total		75.00		
FYTD for OTWELL-WATSON, DIANA		75.00		
OVERLAND PACIFIC & CUTLER, INC.				
10/12/2009	198165	19,587.75		
			SR-60/NASON ST INTRCHNG PROJ	19,587.75
10/12/2009	198166	6,720.00		
			RIGHT OF WAY SVCS-VARIOUS PROJ	6,720.00
Vendor Total		26,307.75		
FYTD for OVERLAND PACIFIC & CUTLER, INC.		98,174.50		



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P&D CONSULTANTS, INC.				
10/12/2009	198167	12,000.00	SHEILA ST PARK PROJ SVCS	12,000.00
Vendor Total		12,000.00		
FYTD for P&D CONSULTANTS, INC.		29,700.00		
P. W. ENHANCEMENT CENTER				
10/28/2009	198483	6,347.33	PARTNERSHIP PROGRAM	6,347.33
Vendor Total		6,347.33		
FYTD for P. W. ENHANCEMENT CENTER		32,749.68		
PACIFIC GREEN HORTICULTURAL SVC				
10/5/2009	198020	817.83	SEPT-09 LNDSCP MAINT-E3	235.54
			SEPT-09 LNDSCP MAINT-E4	433.49
			SEPT-09 LNDSCP MAINT-E1	108.51
			SEPT-09 LNDSCP MAINT-E7	40.29
Vendor Total		817.83		
FYTD for PACIFIC GREEN HORTICULTURAL SVC		5,504.14		
PACIFIC SAFETY COUNCIL				
10/12/2009	198168	9.24	SAFETY TRAINING VIDEO	9.24
Vendor Total		9.24		
FYTD for PACIFIC SAFETY COUNCIL		3,220.70		
PATTERSON, ALFREY				
10/5/2009	198021	203.66	RETIREE MEDICAL BENEFIT	203.66
Vendor Total		203.66		
FYTD for PATTERSON, ALFREY		926.47		
PAULE, GINA				
10/5/2009	198022	20.00	REFUND-RABIES DEPOSIT	20.00
10/26/2009	198432	40.00	REFUND-ANML SVC FEES	30.00
			REFUND-ANML SVC FEES	10.00
Vendor Total		60.00		
FYTD for PAULE, GINA		110.00		



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PAXTON, CHRIS				
10/19/2009	198298	400.00		
			PROF DEVELOPMENT	400.00
Vendor Total		400.00		
FYTD for PAXTON, CHRIS		400.00		
PBS & J				
10/12/2009	198169	16,123.47		
			CITYWIDE BRIDGE MAINT PRGM	16,123.47
Vendor Total		16,123.47		
FYTD for PBS & J		21,397.47		
PENTON MEDIA, INC.				
10/12/2009	198170	2,700.00		
			AUG/SEPT ADVERTISING	2,700.00
Vendor Total		2,700.00		
FYTD for PENTON MEDIA, INC.		2,700.00		
PERRIS VALLEY PRINTING CO.				
10/19/2009	198299	183.79		
			PARENT NOTIF FORMS-ASES	183.79
Vendor Total		183.79		
FYTD for PERRIS VALLEY PRINTING CO.		345.83		
PERRY, NORMA				
10/5/2009	198023	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for PERRY, NORMA		1,274.92		
PERS LONG TERM CARE PROGRAM				
10/12/2009	198171	551.37		
			LONG TERM CARE INSURANCE	551.37
10/26/2009	198433	551.37		
			LONG TERM CARE INSURANCE	551.37
Vendor Total		1,102.74		
FYTD for PERS LONG TERM CARE PROGRAM		5,059.72		
PERVO PAINT CO.				
10/19/2009	198300	4,445.27		
			PAINT SUPPLIES-TRANSP	4,445.27
Vendor Total		4,445.27		
FYTD for PERVO PAINT CO.		34,170.23		



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PETTY CASH - FINANCE				
10/19/2009	198304	1,866.05		
			PETTY CASH FUND REPLENISHMENT	30.00
			PETTY CASH FUND REPLENISHMENT	1.00
			PETTY CASH FUND REPLENISHMENT	6.00
			PETTY CASH FUND REPLENISHMENT	2.00
			PETTY CASH FUND REPLENISHMENT	6.00
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	8.00
			PETTY CASH FUND REPLENISHMENT	4.15
			PETTY CASH FUND REPLENISHMENT	54.00
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	21.75
			PETTY CASH FUND REPLENISHMENT	9.00
			PETTY CASH FUND REPLENISHMENT	8.00
			PETTY CASH FUND REPLENISHMENT	2.00
			PETTY CASH FUND REPLENISHMENT	4.25
			PETTY CASH FUND REPLENISHMENT	14.34
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	21.00
			PETTY CASH FUND REPLENISHMENT	21.00
			PETTY CASH FUND REPLENISHMENT	21.00
			PETTY CASH FUND REPLENISHMENT	21.00
			PETTY CASH FUND REPLENISHMENT	21.00
			PETTY CASH FUND REPLENISHMENT	6.24
			PETTY CASH FUND REPLENISHMENT	5.00
			PETTY CASH FUND REPLENISHMENT	81.35
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	4.88
			PETTY CASH FUND REPLENISHMENT	27.37
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	18.12
			PETTY CASH FUND REPLENISHMENT	11.55
			PETTY CASH FUND REPLENISHMENT	80.50
			PETTY CASH FUND REPLENISHMENT	24.75
			PETTY CASH FUND REPLENISHMENT	35.75
			PETTY CASH FUND REPLENISHMENT	63.01
			PETTY CASH FUND REPLENISHMENT	13.20
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	21.95
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	73.61
			PETTY CASH FUND REPLENISHMENT	96.25
			PETTY CASH FUND REPLENISHMENT	93.50
			PETTY CASH FUND REPLENISHMENT	42.99
			PETTY CASH FUND REPLENISHMENT	30.00
			PETTY CASH FUND REPLENISHMENT	36.98
			PETTY CASH FUND REPLENISHMENT	2.96
			PETTY CASH FUND REPLENISHMENT	20.00
			PETTY CASH FUND REPLENISHMENT	11.32



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			PETTY CASH FUND REPLENISHMENT	36.29
			PETTY CASH FUND REPLENISHMENT	18.75
			PETTY CASH FUND REPLENISHMENT	10.00
			PETTY CASH FUND REPLENISHMENT	13.05
			PETTY CASH FUND REPLENISHMENT	27.13
			PETTY CASH FUND REPLENISHMENT	7.48
			PETTY CASH FUND REPLENISHMENT	5.31
			PETTY CASH FUND REPLENISHMENT	92.30
			PETTY CASH FUND REPLENISHMENT	27.67
			PETTY CASH FUND REPLENISHMENT	23.65
			PETTY CASH FUND REPLENISHMENT	18.15
			PETTY CASH FUND REPLENISHMENT	18.15
			PETTY CASH FUND REPLENISHMENT	67.65
			PETTY CASH FUND REPLENISHMENT	18.15
			PETTY CASH FUND REPLENISHMENT	56.10
			PETTY CASH FUND REPLENISHMENT	5.00
			PETTY CASH FUND REPLENISHMENT	40.00
			PETTY CASH FUND REPLENISHMENT	4.86
			PETTY CASH FUND REPLENISHMENT	9.70
			PETTY CASH FUND REPLENISHMENT	14.48
			PETTY CASH FUND REPLENISHMENT	40.00
			PETTY CASH FUND REPLENISHMENT	20.00
			PETTY CASH FUND REPLENISHMENT	30.41
Vendor Total		1,866.05		
FYTD for PETTY CASH - FINANCE		3,314.03		
PIPS TECHNOLOGY, INC.				
10/12/2009	198172	2,000.00		
			SYSTEM INSTALL/TRAINING	2,000.00
Vendor Total		2,000.00		
FYTD for PIPS TECHNOLOGY, INC.		76,311.25		
PITNEY BOWES				
10/5/2009	198024	257.74		
			OCT-DEC POSTAGE MTR RNTL	192.00
			OCT-DEC POSTAGE MTR RNTL	45.00
			OCT-DEC POSTAGE MTR RNTL	20.74
Vendor Total		257.74		
FYTD for PITNEY BOWES		515.48		
PLAN TAG, INC.				
10/12/2009	198173	32.50		
			PLAN TAGS	32.50
			PLAN TAGS	2.28
			PLAN TAGS	-2.28
Vendor Total		32.50		
FYTD for PLAN TAG, INC.		32.50		



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POIEMA LANDSCAPE, INC.				
10/19/2009	198305	2,131.10	SEPT-09 LNDSCP MAINT-E12	2,131.10
Vendor Total		2,131.10		
FYTD for POIEMA LANDSCAPE, INC.		10,777.30		
POWERS, FRED				
10/19/2009	198306	200.00	REFUND-RENTAL DEPOSIT	110.00
			REFUND-RENTAL DEPOSIT	90.00
Vendor Total		200.00		
FYTD for POWERS, FRED		200.00		
PRECINCT REPORTER				
10/5/2009	198025	102.00	NOTICE INV BIDS AD-PATRIOT PRK	102.00
10/26/2009	198434	85.00	NOTICE INV BIDS AD-SIDEWLK PRJ	28.33
			NOTICE INV BIDS AD-SIDEWLK PRJ	28.33
			NOTICE INV BIDS AD-SIDEWLK PRJ	28.34
Vendor Total		187.00		
FYTD for PRECINCT REPORTER		187.00		
PRESS ENTERPRISE				
10/26/2009	198435	2,583.00	AD PLACEMENT FOR PROJECT	1,291.50
			AD PLACEMENT FOR PROJECT	1,291.50
Vendor Total		2,583.00		
FYTD for PRESS ENTERPRISE		2,842.00		
PRICE, CHAUNA				
10/12/2009	198174	95.00	REFUND-ANML SVC FEES	20.00
			REFUND-ANML SVC FEES	75.00
Vendor Total		95.00		
FYTD for PRICE, CHAUNA		156.00		
PRICE, GEORGE E.				
10/5/2009	198026	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for PRICE, GEORGE E.		1,274.92		



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PROTECTION ONE, INC.				
10/19/2009	198307	40.00		
			OCT-09 SEC MNTRNG-PRO SHOP	20.00
			OCT-09 SEC MNTRNG-MVTV	20.00
Vendor Total		40.00		
FYTD for PROTECTION ONE, INC.		160.00		
PROVIDENCE ASSOCIATES, LLC				
10/26/2009	198436	1,975.45		
			CONSULTING SVCS-LIBRARY	1,975.45
Vendor Total		1,975.45		
FYTD for PROVIDENCE ASSOCIATES, LLC		14,938.47		
PSOMAS				
10/5/2009	198027	9,120.00		
			LASSELLE ST WIDENING PROJ SVCS	9,120.00
10/12/2009	198175	11,249.62		
			2009 ANNL PAVEMNT RESURF PROJ	11,249.62
Vendor Total		20,369.62		
FYTD for PSOMAS		84,152.04		
PULLIAM, TRENT D.				
10/5/2009	198028	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for PULLIAM, TRENT D.		1,274.92		
R & S OVERHEAD DOORS, INC.				
10/12/2009	198176	2,062.00		
			DOOR MAINT-FACILITIES ANNX	50.34
			DOOR MAINT-FACILITIES ANNX	50.33
			DOOR MAINT-FACILITIES ANNX	50.33
			GATE MAINT-ANML SHLTR	131.00
			GATE MAINT-PSB	171.00
			DOOR MAINT-FS #48	141.00
			GATE MAINT-FS #6	201.00
			GATE MAINT-FS #2	201.00
			DOOR MAINT-SENIOR CTR	161.00
			GATE MAINT-FS #58	201.00
			GATE MAINT-FS #91	201.00
			DOOR MAINT-UT FLD OFF	121.00
			GATE MAINT-CITY YARD	241.00
			DOOR MAINT-FS #65	141.00
Vendor Total		2,062.00		
FYTD for R & S OVERHEAD DOORS, INC.		8,061.00		



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R&S RV REPAIR				
10/12/2009	198177	488.95		
			TRAILER REPAIR	315.00
			TRAILER REPAIR	173.95
Vendor Total		488.95		
FYTD for R&S RV REPAIR		488.95		
RANEY, LISA				
10/19/2009	198308	128.00		
			PER DIEM-PROP CRIMES CONF/EXPO	128.00
Vendor Total		128.00		
FYTD for RANEY, LISA		128.00		
REFLEX TRAFFIC SYSTEMS, INC.				
10/5/2009	198029	12,420.00		
			AUG-09 RED LIGHT ENF PROG	12,420.00
Vendor Total		12,420.00		
FYTD for REFLEX TRAFFIC SYSTEMS, INC.		49,680.00		
REVENUE EXPERTS, INC.				
10/5/2009	198030	556.05		
			CITATION PRCSNG-ANML SVCS	556.05
10/26/2009	198437	984.32		
			CITATION PRCSNG-ANML SVCS	984.32
Vendor Total		1,540.37		
FYTD for REVENUE EXPERTS, INC.		27,577.30		
RIALTO CONSTRUCTION, INC.				
10/12/2009	198178	3,050.10		
			AQUUCT BIKEWAY-INDIAN TO FAY	3,050.10
Vendor Total		3,050.10		
FYTD for RIALTO CONSTRUCTION, INC.		125,379.35		
RIAZ, RUBINA ZAHED				
10/26/2009	198438	37.99		
			LOST ITEM REFUND	12.99
			LOST ITEM REFUND	25.00
Vendor Total		37.99		
FYTD for RIAZ, RUBINA ZAHED		37.99		
RICE, LARRY				
10/5/2009	198031	50.00		
			REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for RICE, LARRY		50.00		



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RIV CO FLOOD CONTROL & WATER CONSERVATN				
10/26/2009	198439	10,000.00	DEPOSIT-RELINQ OF EXC LAND FEE	10,000.00
Vendor Total		10,000.00		
FYTD for RIV CO FLOOD CONTROL & WATER CONSERVATN		19,522.04		
RIVERSIDE COMMUNITY COLLEGE DISTRICT				
10/12/2009	198179	9,491.88	COMM JOB TRAINING INSTRUCTION	8,435.00
			COMM JOB TRAINING INSTRUCTION	1,056.88
10/19/2009	198309	1,750.00	CUSTOMER SVC TRAINING	1,750.00
Vendor Total		11,241.88		
FYTD for RIVERSIDE COMMUNITY COLLEGE DISTRICT		12,866.89		
RIVERSIDE COUNTY ASSESSOR				
10/26/2009	198440	72.00	AUG/SEPT-09 ASSESSOR MAP COPY	18.00
			AUG/SEPT-09 ASSESSOR MAP COPY	18.00
			AUG/SEPT-09 ASSESSOR MAP COPY	18.00
			AUG/SEPT-09 ASSESSOR MAP COPY	18.00
Vendor Total		72.00		
FYTD for RIVERSIDE COUNTY ASSESSOR		78.00		
RIVERSIDE COUNTY CLERK				
10/26/2009	198441	2,057.00	FEES-BOX SPRNGS ROADWAY PROJ	2,057.00
10/26/2009	198442	2,057.00	FEES-IRONWOOD AVE ROADWAY PROJ	2,057.00
Vendor Total		4,114.00		
FYTD for RIVERSIDE COUNTY CLERK		10,349.00		
RIVERSIDE COUNTY CLERK/RECORDER				
10/19/2009	198310	13.00	LIEN RELEASE	13.00
Vendor Total		13.00		
FYTD for RIVERSIDE COUNTY CLERK/RECORDER		195.30		
RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH				
10/5/2009	198032	150.00	MASSAGE TECHNICIAN EXAMS	150.00
10/12/2009	198180	50.00	RABIES TESTING	50.00
Vendor Total		200.00		
FYTD for RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH		1,125.00		



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RIVERSIDE COUNTY HABITAT CONSERVATION				
10/19/2009	198311	455.00		
			MITIGATION FEES	455.00
Vendor Total		455.00		
FYTD for RIVERSIDE COUNTY HABITAT CONSERVATION		558.75		
RIVERSIDE COUNTY INFORMATION TECHNOLOGY				
10/5/2009	198033	1,704.22		
			AUG-09 RADIO SVCS-PD	1,704.22
10/12/2009	198181	231.01		
			AUG-09 RADIO LSE/MAINT	187.15
			AUG-09 RADIO LSE/MAINT	9.85
			AUG-09 RADIO LSE/MAINT	34.01
10/26/2009	198443	1,960.66		
			SEPT-09 RADIO SVCS-PD	1,960.66
Vendor Total		3,895.89		
FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY		9,736.97		
RIVERSIDE COUNTY SHERIFF				
10/26/2009	198444	3,577.53		
			AUG-09 BOOKING FEES	3,577.53
Vendor Total		3,577.53		
FYTD for RIVERSIDE COUNTY SHERIFF		16,530,650.51		
RIVERSIDE COUNTY SHERIFF BEN CLARK				
10/26/2009	198445	187.00		
			REG-INTRVWINTERROG BASIC CRSE	187.00
Vendor Total		187.00		
FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK		2,170.00		
RIVERSIDE COUNTY SHERIFF COURT SERVICES				
10/12/2009	198182	524.72		
			GARNISHMENT	395.72
			GARNISHMENT	129.00
10/26/2009	198446	157.48		
			GARNISHMENT	59.08
			GARNISHMENT	98.40
Vendor Total		682.20		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES		3,429.28		
RLZ ENGINEERING				
10/19/2009	198312	16,197.50		
			TEMP STAFFING SVCS-VARIOUS PRJ	16,197.50
Vendor Total		16,197.50		
FYTD for RLZ ENGINEERING		75,714.25		



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ROCHA, SARA L.				
10/5/2009	198034	888.30	RETIREE MEDICAL BENEFIT	888.30
Vendor Total		888.30		
FYTD for ROCHA, SARA L.		888.30		
RODRIGUEZ, DANIEL				
10/26/2009	198447	20.00	RABIES DEPOSIT REFUND	20.00
Vendor Total		20.00		
FYTD for RODRIGUEZ, DANIEL		20.00		
RODRIGUEZ, OMAR				
10/19/2009	198313	128.00	PER DIEM-PROP CRIMES CONF/EXPO	128.00
Vendor Total		128.00		
FYTD for RODRIGUEZ, OMAR		128.00		
ROESLING NAKAMURA TERADA ARCHITECTS, INC				
10/5/2009	198035	13,877.03	PUB SFTY BLDG CONVERSION PROJ	13,877.03
Vendor Total		13,877.03		
FYTD for ROESLING NAKAMURA TERADA ARCHITECTS, INC		71,533.20		
ROGERS, EUGENE				
10/5/2009	198036	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for ROGERS, EUGENE		1,274.92		
ROGERS, KIANNA				
10/19/2009	198314	85.80	MILEAGE REIMBURSEMENT	85.80
Vendor Total		85.80		
FYTD for ROGERS, KIANNA		236.50		
ROSS, DAVID T.				
10/5/2009	198037	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for ROSS, DAVID T.		1,274.92		



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ROSSON, LOUIS A.				
10/5/2009	198038	371.96	RETIREE MEDICAL BENEFIT	371.96
Vendor Total		371.96		
FYTD for ROSSON, LOUIS A.		1,049.01		
RUELAS, MARIA				
10/26/2009	198448	50.00	TRAP DEPOSIT REFUND	50.00
Vendor Total		50.00		
FYTD for RUELAS, MARIA		50.00		
RUSSO, JOHN				
10/5/2009	198039	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for RUSSO, JOHN		1,274.92		
RYMAX ELECTRIC, INC.				
10/5/2009	198040	625.00	JUL-09 LIGHTING MAINT-E1	125.00
			JUL-09 LIGHTING MAINT-E2	125.00
			JUL-09 LIGHTING MAINT-E3	125.00
			JUL-09 LIGHTING MAINT-E7	125.00
			JUL-09 LIGHTING MAINT-M	125.00
10/12/2009	198183	210.00	FLOOD LIGHT REPAIR-E7	210.00
Vendor Total		835.00		
FYTD for RYMAX ELECTRIC, INC.		4,890.16		
SA ASSOCIATES				
10/19/2009	198315	11,137.50	TEMP STAFFING SVCS-VARIOUS PRJ	11,137.50
Vendor Total		11,137.50		
FYTD for SA ASSOCIATES		47,512.50		
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP				
10/5/2009	198041	1,800.00	INSTALL ANSUL SYS-SR CTR	1,800.00
Vendor Total		1,800.00		
FYTD for SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP		4,276.15		



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SAN BERNARDINO AMERICAN, THE				
10/5/2009	198042	781.83		
			NOTICE INV BIDS AD-PATRIOT PRK	353.43
			NOTICE INV BIDS AD-SIDEWLK PRJ	142.80
			NOTICE INV BIDS AD-SIDEWLK PRJ	142.80
			NOTICE INV BIDS AD-SIDEWLK PRJ	142.80
Vendor Total		781.83		
FYTD for SAN BERNARDINO AMERICAN, THE		781.83		
SAN BERNARDINO COUNTY SUPERINTENDENT*				
10/12/2009	198184	100.00		
			PROGRAM MONITORING-ASES	100.00
Vendor Total		100.00		
FYTD for SAN BERNARDINO COUNTY SUPERINTENDENT*		100.00		
SAN JACINTO BASIN RESOURCE CONSERVATION				
10/26/2009	198449	10,000.00		
			CONSERV EASEMNT-SR60/NASON PRJ	10,000.00
Vendor Total		10,000.00		
FYTD for SAN JACINTO BASIN RESOURCE CONSERVATION		10,000.00		
SANTIAGO, FABIAN				
10/12/2009	198185	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for SANTIAGO, FABIAN		20.00		
SCMAF S. CA MUNI. ATHLETIC FEDERATION				
10/26/2009	198450	12.00		
			YTH FOOTBALL REGIST	12.00
10/26/2009	198451	60.00		
			YTH FOOTBALL PMBF	60.00
Vendor Total		72.00		
FYTD for SCMAF S. CA MUNI. ATHLETIC FEDERATION		72.00		
SECURITY LOCK & KEY				
10/12/2009	198186	80.12		
			LOCK RPLCMNT-CRC	80.12
10/19/2009	198316	75.23		
			DUPLICATE KEYS SVC-ESA	75.23
Vendor Total		155.35		
FYTD for SECURITY LOCK & KEY		1,258.04		



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SHAH, JAGDISH				
10/12/2009	198187	18,360.00	SEP-09 TEMP PROF STAFFING SVCS	18,360.00
Vendor Total		18,360.00		
FYTD for SHAH, JAGDISH		78,360.00		
SHARRETT, SHARON K.				
10/5/2009	198043	179.16	RETIREE MEDICAL BENEFIT	179.16
Vendor Total		179.16		
FYTD for SHARRETT, SHARON K.		716.64		
SHELDON, STUART H.				
10/5/2009	198044	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for SHELDON, STUART H.		1,274.92		
SHELL OIL CO.				
10/12/2009	198188	216.69	FUEL PURCHASE-ANIMAL SVCS	93.34
			FUEL PURCHASES	48.26
			FUEL PURCHASES	75.09
10/19/2009	198318	1,704.84	FUEL PURCHASE-M&O TREE CREW	17.59
			FUEL PURCHASE-PD	46.17
			FUEL PURCHASE-PD MTRCYCLES	1,641.08
Vendor Total		1,921.53		
FYTD for SHELL OIL CO.		7,637.43		
SINGER & COFFIN, APC				
10/26/2009	198452	10,168.50	LEGAL SVCS-RECHE VISTA DR.	1,700.00
			LEGAL SVCS-SR60/NASON INTRCHNG	8,468.50
Vendor Total		10,168.50		
FYTD for SINGER & COFFIN, APC		36,933.75		
SINGLETON-DECUIR, JANISHEIA				
10/19/2009	198319	62.70	MILEAGE REIMBURSEMENT	62.70
Vendor Total		62.70		
FYTD for SINGLETON-DECUIR, JANISHEIA		156.75		



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SKY TRAILS MOBILE VILLAGE				
10/5/2009	198045	49.96		
			REFUND-UT USER TAXES	26.43
			REFUND-UT USER TAXES	23.53
Vendor Total		49.96		
FYTD for SKY TRAILS MOBILE VILLAGE		87.23		
SKYTERRA, LP				
10/19/2009	198320	9.11		
			SATELLITE PHONE SVC	9.11
Vendor Total		9.11		
FYTD for SKYTERRA, LP		46.49		
SLAGERMAN, SUSAN A.				
10/5/2009	198046	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for SLAGERMAN, SUSAN A.		1,518.65		
SMITH, MARIA A.				
10/26/2009	198453	280.60		
			TRAVEL EXP-OTS OPER GRANT TRNG	125.60
			TRAVEL EXP-OTS OPER GRANT TRNG	81.00
			TRAVEL EXP-OTS OPER GRANT TRNG	64.00
			TRAVEL EXP-OTS OPER GRANT TRNG	10.00
Vendor Total		280.60		
FYTD for SMITH, MARIA A.		280.60		
SMUS, PAULA				
10/5/2009	198047	35.42		
			REIMB-ARIS MTG/MURRIETA LIBR.	35.42
10/26/2009	198454	29.70		
			REIMB-ARIS MTG/RNCHO CUCAMONGA	29.70
Vendor Total		65.12		
FYTD for SMUS, PAULA		65.12		
SO. CALIF SCHOOL OF MUSIC				
10/19/2009	198321	1,263.00		
			INSTRUCTOR SVCS-DRUMS	210.00
			INSTRUCTOR SVCS-PIANO	216.00
			INSTRUCTOR SVCS-PIANO	216.00
			INSTRUCTOR SVCS-PIANO	216.00
			INSTRUCTOR SVCS-PIANO	216.00
			INSTRUCTOR SVCS-PIANO	189.00
Vendor Total		1,263.00		
FYTD for SO. CALIF SCHOOL OF MUSIC		4,254.00		



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SOCIETY FOR HUMAN RESOURCE MANAGEMENT				
10/19/2009	198322	160.00		
			MBRSHP RNWL-MARK CVIKOTA	160.00
Vendor Total		160.00		
FYTD for SOCIETY FOR HUMAN RESOURCE MANAGEMENT		160.00		
SOCO GROUP, INC				
10/12/2009	198189	9,636.12		
			FUEL PURCHASE	4,400.08
			FUEL PURCHASE	5,236.04
10/19/2009	198323	4,404.30		
			FUEL PURCHASE	4,404.30
Vendor Total		14,040.42		
FYTD for SOCO GROUP, INC		14,040.42		
SOLAR INTEGRATED TECHNOLOGIES, INC.				
10/19/2009	198324	5,920.00		
			ROOF REPAIRS-FS #48	5,920.00
Vendor Total		5,920.00		
FYTD for SOLAR INTEGRATED TECHNOLOGIES, INC.		59,200.00		
SOSA, JORGE				
10/12/2009	198190	567.00		
			INSTRUCTOR SVCS-NINPO	216.00
			INSTRUCTOR SVCS-KARATEDO	216.00
			INSTRUCTOR SVCS-KARATEDO	72.00
			INSTRUCTOR SVCS-KOBUDO	63.00
Vendor Total		567.00		
FYTD for SOSA, JORGE		1,734.00		



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SOUTHERN CALIFORNIA EDISON				
10/5/2009	198048	6,963.85		
			ELECTRIC BILLS FOR SEPTEMBER	61.42
			ELECTRIC BILLS FOR SEPTEMBER	20.48
			ELECTRIC BILLS FOR SEPTEMBER	1,334.33
			ELECTRIC BILLS FOR SEPTEMBER	1,133.90
			ELECTRIC BILLS FOR SEPTEMBER	177.82
			ELECTRIC BILLS FOR SEPTEMBER	485.62
			ELECTRIC BILLS FOR SEPTEMBER	999.28
			ELECTRIC BILLS FOR SEPTEMBER	1,400.32
			ELECTRIC BILLS FOR SEPTEMBER	294.46
			ELECTRIC BILLS FOR SEPTEMBER	746.40
			ELECTRIC BILLS FOR SEPTEMBER	188.53
			ELECTRIC BILLS FOR SEPTEMBER	75.83
			ELECTRIC BILLS FOR SEPTEMBER	45.46
10/12/2009	198191	15,245.86		
			IFA CHARGES	1,099.13
			IFA CHARGES	14,146.73
10/12/2009	198192	8,545.11		
			ELECTRIC BILLS FOR SEPTEMBER	56.99
			ELECTRIC BILLS FOR SEPTEMBER	115.47
			ELECTRIC BILLS FOR SEPTEMBER	38.40
			ELECTRIC BILLS FOR SEPTEMBER	1,248.63
			ELECTRIC BILLS FOR SEPTEMBER	1,808.18
			ELECTRIC BILLS FOR SEPTEMBER	2,130.04
			ELECTRIC BILLS FOR SEPTEMBER	695.37
			ELECTRIC BILLS FOR SEPTEMBER	1,014.88
			ELECTRIC BILLS FOR SEPTEMBER	360.16
			ELECTRIC BILLS FOR SEPTEMBER	20.01
			ELECTRIC BILLS FOR SEPTEMBER	773.18
			ELECTRIC BILLS FOR SEPTEMBER	79.07
			ELECTRIC BILLS FOR SEPTEMBER	143.01
			ELECTRIC BILLS FOR SEPTEMBER	61.72
10/26/2009	198455	393.19		
			ELECTRIC CHRGS	393.19
Vendor Total		31,148.01		
FYTD for SOUTHERN CALIFORNIA EDISON		5,070,737.11		



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SOUTHERN CALIFORNIA GAS CO.				
10/19/2009	198326	2,737.09		
			GAS CHARGES	19.65
			GAS CHARGES	371.29
			GAS CHARGES	1,403.52
			GAS CHARGES	11.40
			GAS CHARGES	13.41
			GAS CHARGES	298.86
			GAS CHARGES	63.28
			GAS CHARGES	15.20
			GAS CHARGES	117.94
			GAS CHARGES	65.16
			GAS CHARGES	66.41
			GAS CHARGES	44.35
			GAS CHARGES	85.90
			GAS CHARGES	48.08
			GAS CHARGES	112.64
Vendor Total		2,737.09		
FYTD for SOUTHERN CALIFORNIA GAS CO.		11,605.81		
SPARKLETTS				
10/5/2009	198049	20.00		
			WATER SVCS-CRKSD ELEM	20.00
10/19/2009	198327	9.00		
			WTR SVCS-EMRG OP	4.50
			WTR SVCS-SNNYMD ELEM	4.50
Vendor Total		29.00		
FYTD for SPARKLETTS		199.21		
SPECK, GARY B.				
10/5/2009	198050	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for SPECK, GARY B.		1,274.92		
SPENCER, MARTHA				
10/5/2009	198051	240.44		
			RETIREE MEDICAL BENEFIT	240.44
Vendor Total		240.44		
FYTD for SPENCER, MARTHA		961.76		



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SPORTS INNOVATORS				
10/5/2009	198052	2,005.00		
			SPORTS OFFICIATING SVCS	1,955.00
			SPORTS FIELD PREP SVCS	50.00
10/19/2009	198329	1,740.00		
			SPORTS OFFICIATING SVCS	1,740.00
Vendor Total		3,745.00		
FYTD for SPORTS INNOVATORS		12,575.00		
SPRINT/NEXTEL				
10/12/2009	198193	33.79		
			PHONE CHRGS-PD	33.79
Vendor Total		33.79		
FYTD for SPRINT/NEXTEL		314.99		
STANDARD & POOR'S RATINGS SERVICES				
10/19/2009	198330	1,000.00		
			ANALYTICAL SVCS	1,000.00
Vendor Total		1,000.00		
FYTD for STANDARD & POOR'S RATINGS SERVICES		1,000.00		
STANDARD INSURANCE CO				
10/5/2009	198053	1,566.90		
			SUPPLEMENTAL INSURANCE	1,566.90
Vendor Total		1,566.90		
FYTD for STANDARD INSURANCE CO		132,084.34		
STANLEY CONVERGENT SECURITY SOLUTNS, INC				
10/5/2009	198055	1,359.68		
			EQUIPMENT CHECK/SVC-PSB	315.00
			OCT-DEC MNTRNG SVC-TECH SVCS	105.00
			OCT-DEC MNTRNG SVC-SPCL DIST	147.00
			OCT-DEC MNTRNG SVC-MF PARK	105.00
			OCT-DEC MNTRNG SVC-PSB	194.85
			OCT-DEC MNTRNG SVC-TWNGTE	220.98
			OCT-DEC MNTRNG SVC-ANNX #1	105.00
			OCT-09 MNTRNG SVC-SNACK BAR	166.85
10/19/2009	198331	249.99		
			SEP-DEC SEC MNTRNG-ANML SHLTR	249.99
Vendor Total		1,609.67		
FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC		9,818.95		



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STATE BOARD OF EQUALIZATION				
10/27/2009	200909	1,918.00	SALES & USE TAX 07/01-09/30/09	1,918.00
Vendor Total		1,918.00		
FYTD for STATE BOARD OF EQUALIZATION		18,254.00		
STATE DISBURSEMENT UNIT				
10/1/2009	2491	1,766.75	CHILD SUPPORT W/H 10/01/09	1,766.75
10/15/2009	2502	1,743.67	CHILD SUPPORT W/H 10/15/09	1,743.67
10/29/2009	2510	1,780.60	CHILD SUPPORT W/H 10/29/09	1,780.60
Vendor Total		5,291.02		
FYTD for STATE DISBURSEMENT UNIT		17,945.43		
STATE OF CALIFORNIA DEPT. OF JUSTICE				
10/5/2009	198056	736.00	JUL-09 FINGERPRINTING	480.00
			JUL-09 FINGERPRINTING	224.00
			JUL-09 FINGERPRINTING	32.00
10/19/2009	198332	684.00	AUG-09 FINGERPRINTING SVCS	64.00
			AUG-09 FINGERPRINTING SVCS	32.00
			AUG-09 FINGERPRINTING SVCS	256.00
			AUG-09 FINGERPRINTING SVCS	108.00
			AUG-09 FINGERPRINTING SVCS	224.00
Vendor Total		1,420.00		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE		18,843.00		
STATER BROS MARKETS				
10/19/2009	198333	120.00	REFUND-FALSE ALARM	120.00
Vendor Total		120.00		
FYTD for STATER BROS MARKETS		31,498.00		
STENO SOLUTIONS TRANSCRIPTION SVCS., IN				
10/26/2009	198457	3,662.88	JUL-09 TRANSCRIPTION SVCS	3,662.88
Vendor Total		3,662.88		
FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN		7,301.60		



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STERICYCLE (BFI)				
10/26/2009	198458	442.18	OCT-09 MED WASTE HAULING SVC	442.18
Vendor Total		442.18		
FYTD for STERICYCLE (BFI)		1,769.12		
STEVE'S LANDSCAPING & WEED ABATEMENT				
10/12/2009	198194	710.00	WEED ABTMNT SVCS	184.00
			WEED ABTMNT SVCS	129.00
			WEED ABTMNT SVCS	219.00
			WEED ABTMNT SVCS	178.00
Vendor Total		710.00		
FYTD for STEVE'S LANDSCAPING & WEED ABATEMENT		46,576.75		
STEWART, CLIFFORD				
10/5/2009	198057	248.11	RETIREE MEDICAL BENEFIT	248.11
Vendor Total		248.11		
FYTD for STEWART, CLIFFORD		992.44		
STRICKLER ASSOCIATION, THE				
10/19/2009	198334	4,030.00	PROF CONSULTING SVCS	4,030.00
Vendor Total		4,030.00		
FYTD for STRICKLER ASSOCIATION, THE		12,317.50		
STRICKLER II, JOHN W.				
10/5/2009	198058	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for STRICKLER II, JOHN W.		1,274.92		
SUNNYMEAD ACE HARDWARE				
10/5/2009	198059	14.12	MISC SUPPLIES-FIRE	14.12
10/19/2009	198335	148.17	MISC SUPPLIES-PD	48.13
			MISC SUPPLIES-PD	100.04
10/26/2009	198459	30.05	MISC SUPPLIES-FIRE	30.05
Vendor Total		192.34		
FYTD for SUNNYMEAD ACE HARDWARE		891.90		



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SUNNYMEAD ANIMAL HOSPITAL				
10/19/2009	198336	44.00	VET SVC-K9 MAX	44.00
Vendor Total		44.00		
FYTD for SUNNYMEAD ANIMAL HOSPITAL		44.00		
SUNNYMEAD ELECTRICAL AND LIGHTING				
10/26/2009	198460	123.98	ELECT SUPPLIES	123.98
Vendor Total		123.98		
FYTD for SUNNYMEAD ELECTRICAL AND LIGHTING		268.62		
SUNNYMEAD VETERINARY CLINIC				
10/26/2009	198461	2,286.00	EMERG VET SVCS	2,286.00
Vendor Total		2,286.00		
FYTD for SUNNYMEAD VETERINARY CLINIC		2,286.00		
SYSTEMS SOURCE, INC.				
10/19/2009	198337	1,108.60	MISC FURNITURE PARTS	1,019.39
			MISC FURNITURE PARTS	89.21
Vendor Total		1,108.60		
FYTD for SYSTEMS SOURCE, INC.		1,108.60		
TECHNOFIT, INC.				
10/5/2009	198060	1,360.25	EXERCISE EQUIPMNT REPAIR-FS #91	1,360.25
Vendor Total		1,360.25		
FYTD for TECHNOFIT, INC.		1,630.25		
THERMAL-COOL INC.				
10/5/2009	198061	150.00	AC UNIT SVC-ANIMAL SHELTER	150.00
10/19/2009	198338	2,078.29	DAMPER ACTUATOR REPLCD-PSB	564.08
			COMPRESSOR RPLCD-SUNNYMD PARK	819.00
			COMPRESSOR RPLCD-SUNNYMD PARK	695.21
Vendor Total		2,228.29		
FYTD for THERMAL-COOL INC.		13,072.47		



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THOMAS, MONIK				
10/19/2009	198339	200.00		
			REFUND-RENTAL DEPOSIT	1.15
			REFUND-RENTAL DEPOSIT	31.68
			REFUND-RENTAL DEPOSIT	167.17
Vendor Total		200.00		
FYTD for THOMAS, MONIK		200.00		
TRICHE, TARA				
10/12/2009	198195	1,887.00		
			INSTRUCTOR SVCS-BALLET	377.40
			INSTRUCTOR SVCS-DANCE EXPLOR.	932.40
			INSTRUCTOR SVCS-HIP HOP DANCE	488.40
			INSTRUCTOR SVCS-INTERMD BALLET	88.80
10/26/2009	198462	2,220.00		
			INSTRUCTOR SVCS-BALLET	399.60
			INSTRUCTOR SVCS-DANCE EXPLOR.	1,043.40
			INSTRUCTOR SVCS-HIP HOP DANCE	643.80
			INSTRUCTOR SVCS-INTERMD BALLET	133.20
Vendor Total		4,107.00		
FYTD for TRICHE, TARA		7,969.80		
TRI-CITY LINEN SUPPLY, INC.				
10/19/2009	198340	50.00		
			LINEN RNTL FOR CRC	25.00
			LINEN RNTL FOR CRC	25.00
Vendor Total		50.00		
FYTD for TRI-CITY LINEN SUPPLY, INC.		473.90		
TROPICAL PLAZA NURSERY, INC.				
10/19/2009	198341	18,033.09		
			SEP-09 LNDSCP MAINT-ZONE E-16	2,217.45
			SEP-09 LNDSCP MAINT-ZONE E-2	15,700.00
			SEP-09 IRRIG RPRS-ZONE E-2	115.64
Vendor Total		18,033.09		
FYTD for TROPICAL PLAZA NURSERY, INC.		72,172.97		
TRUGREEN LANDCARE				
10/12/2009	198196	200.00		
			TREE RMVL AT ACACIA & DRACAEA	200.00
Vendor Total		200.00		
FYTD for TRUGREEN LANDCARE		94,586.58		



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TUNTLAND, JAMES				
10/5/2009	198062	248.11		
			RETIREE MEDICAL BENEFIT	248.11
Vendor Total		248.11		
FYTD for TUNTLAND, JAMES		992.44		
TURBOSCAPE, INC.				
10/19/2009	198342	3,152.40		
			MULCH INSTALLED IN DSG-2 TRCTS	3,152.40
Vendor Total		3,152.40		
FYTD for TURBOSCAPE, INC.		3,152.40		
TYNER PAVING COMPANY				
10/26/2009	198464	19,588.09		
			RET RLS-IRIS AVE IMPRVMENTS PRJ	15,920.21
			RET RLS-IRIS AVE IMPRVMENTS PRJ	3,667.88
Vendor Total		19,588.09		
FYTD for TYNER PAVING COMPANY		165,903.70		
U.S. HEALTHWORKS MEDICAL GROUP				
10/19/2009	198343	2,012.00		
			PRE-EMPLYMNT PHYSICALS	608.00
			PRE-EMPLYMNT PHYSICALS	1,404.00
10/26/2009	198465	388.00		
			PRE-EMPLYMNT PHYSICALS	177.00
			PRE-EMPLYMNT PHYSICALS	211.00
Vendor Total		2,400.00		
FYTD for U.S. HEALTHWORKS MEDICAL GROUP		3,361.00		
UC REGENTS - GOVT'L & COMMUNITY RELATION				
10/26/2009	198466	44.00		
			10/28/09 BREAKFAST MEETING	22.00
			10/28/09 BREAKFAST MEETING	22.00
Vendor Total		44.00		
FYTD for UC REGENTS - GOVT'L & COMMUNITY RELATION		44.00		



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UNDERGROUND SERVICE ALERT				
10/5/2009	198063	726.00		
			DIGALERT TICKETS SUBSCRPTN SVC	181.50
			DIGALERT TICKETS SUBSCRPTN SVC	181.50
			DIGALERT TICKETS SUBSCRPTN SVC	181.50
			DIGALERT TICKETS SUBSCRPTN SVC	181.50
10/19/2009	198344	802.50		
			DIGALERT TICKETS SUBSCRPTN SVC	200.62
			DIGALERT TICKETS SUBSCRPTN SVC	200.63
			DIGALERT TICKETS SUBSCRPTN SVC	200.63
			DIGALERT TICKETS SUBSCRPTN SVC	200.62
Vendor Total		1,528.50		
FYTD for UNDERGROUND SERVICE ALERT		3,693.00		
UNION BANK OF CALIFORNIA				
10/12/2009	198197	497.00		
			INVSTMNT SAFEKEEPING SVC-AUG09	497.00
Vendor Total		497.00		
FYTD for UNION BANK OF CALIFORNIA		249,312.65		
UNITED POWER GENERATION, INC.				
10/19/2009	198345	1,457.37		
			SERVICE GENERATOR-FIRE ST #48	300.00
			SERVICE GENERATOR-FIRE ST #58	450.00
			SERVICE GENERATOR-FAN BELTS	353.68
			SERVICE GENERATOR-FAN BELTS	353.69
Vendor Total		1,457.37		
FYTD for UNITED POWER GENERATION, INC.		6,050.42		
UNITED SITE SERVICES OF CA, INC.				
10/5/2009	198064	236.28		
			FENCE REPAIR-ANIMAL SHELTER	21.50
			FENCE RENTAL-ANIMAL SHELTER	107.39
			FENCE RENTAL-ANIMAL SHELTER	107.39
10/26/2009	198468	89.03		
			PORTABLE TOILET-CITY YARD PROJ	33.99
			PORTABLE TOILET-CITY YARD PROJ	55.04
Vendor Total		325.31		
FYTD for UNITED SITE SERVICES OF CA, INC.		7,306.67		
UNITED WAY OF INLAND VALLEYS				
10/12/2009	198198	902.61		
			UNITED WAY CONTRIBUTIONS	902.61
Vendor Total		902.61		
FYTD for UNITED WAY OF INLAND VALLEYS		7,331.88		



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UNITED WAY, INLAND VALLEYS				
10/26/2009	198469	902.61		902.61
Vendor Total		902.61		
FYTD for UNITED WAY, INLAND VALLEYS		902.61		
URBAN CROSSROADS, INC.				
10/26/2009	198470	4,355.00	MV TRAFFIC MODEL UPDATE SVCS	4,355.00
Vendor Total		4,355.00		
FYTD for URBAN CROSSROADS, INC.		8,015.00		
USA MOBILITY/ARCH WIRELESS				
10/12/2009	198199	82.26		
			PAGER SVC-PARK RANGERS/SEP-09	2.03
			PAGER SVC-TRANSP DIV./SEP-09	5.07
			PAGER SVC-PD CITZ PATRL/SEP-09	21.92
			PAGER SVC-ANIMAL SVCS/SEP-09	38.78
			PAGER SVC-SPARES/ADMIN FEES	17.43
			PAGER SVC-SEC. GUARDS/RETURNS	-148.31
			PAGER SVC-PARK RANGERS/OCT-09	2.03
			PAGER SVC-TRANSP DIV./OCT-09	5.07
			PAGER SVC-PD CITZ PATRL/OCT-09	82.03
			PAGER SVC-ANIMAL SVCS/OCT-09	38.78
			PAGER SVC-SPARES/ADMIN FEES	17.43
Vendor Total		82.26		
FYTD for USA MOBILITY/ARCH WIRELESS		311.45		



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VACATE PEST ELIMINATION COMPANY				
10/12/2009	198201	1,205.00		
			PEST CNTRL-MV UTILITY FLD OFFC	45.00
			PEST CNTRL-FIRE ST# 2	45.00
			PEST CNTRL-FIRE ST# 6	45.00
			PEST CNTRL-FIRE ST# 48	45.00
			PEST CNTRL-FIRE ST# 58	45.00
			PEST CNTRL-FIRE ST# 65	45.00
			PEST CNTRL-FIRE ST# 91	45.00
			PEST CNTRL-SENIOR CTR	55.00
			PEST CNTRL-LIBRARY	55.00
			PEST CNTRL-TWNGATE COMM CTR	45.00
			PEST CNTRL-GOLF CTR PRO SHOP	22.50
			PEST CNTRL-MVTV STUDIO	22.50
			PEST CNTRL-CITY HALL	75.00
			PEST CNTRL-CONF & REC CTR	75.00
			PEST CNTRL-ANIMAL SHLTR	115.00
			PEST CNTRL-ANNEX BLDG 1	55.00
			PEST CNTRL-CITY YARD	115.00
			PEST CNTRL-TRANSP TRLR	45.00
			PEST CNTRL-ASES BLDG AT MARB	45.00
			PEST CNTRL-HOBBY SHOP AT MARB	45.00
			PEST CNTRL-MARCH FLD PARK C.C.	45.00
			PEST CNTRL-PUBLIC SFTY BLDG	75.00
Vendor Total		1,205.00		
FYTD for VACATE PEST ELIMINATION COMPANY		6,305.00		
VALI COOPER & ASSOCIATES, INC.				
10/12/2009	198202	18,227.50		
			PROF STAFFING SVCS-VARIOUS PRJ	18,227.50
Vendor Total		18,227.50		
FYTD for VALI COOPER & ASSOCIATES, INC.		76,692.50		
VANDER HAWK CONSULTING, LLC				
10/19/2009	198346	12,263.00		
			2009 PAVEMNT MGMT PRGM UPDATE	12,263.00
10/26/2009	198472	2,065.00		
			2009 PAVEMNT MGMT PRGM UPDATE	2,065.00
Vendor Total		14,328.00		
FYTD for VANDER HAWK CONSULTING, LLC		19,953.00		



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VARIABLE SPEEDS SOLUTIONS INC				
10/12/2009	198203	842.50		
			PUMP REPAIR-ADDTL LABOR	237.50
			PUMP REPAIR-INSTALL & START UP	570.00
			PUMP REPAIR-TRACT 30967	35.00
10/19/2009	198347	190.00		
			PUMP MAINT FOR TRACT 31269	190.00
Vendor Total		1,032.50		
FYTD for VARIABLE SPEEDS SOLUTIONS INC		4,995.50		
VAS ASSOCIATES, INC.				
10/19/2009	198348	19,125.00		
			TEMP STAFFING SVCS-VARIOUS PRJ	19,125.00
Vendor Total		19,125.00		
FYTD for VAS ASSOCIATES, INC.		80,375.00		
VERIZON				
10/19/2009	198349	1,684.09		
			BACKBONE CHRGS	1,684.09
Vendor Total		1,684.09		
FYTD for VERIZON		6,707.28		



City of Moreno Valley

Check Register

For Period 10/1/2009 through 10/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VERIZON CALIFORNIA				
10/5/2009	198065	221.29		
			TELEPHONE CHRGS	75.56
			TELEPHONE CHRGS	70.17
			TELEPHONE CHRGS	75.56
10/12/2009	198204	153.12		
			TELEPHONE CHRGS	75.56
			TELEPHONE CHRGS	77.56
10/19/2009	198351	9,127.32		
			TELEPHONE CHRGS	163.56
			TELEPHONE CHRGS	204.16
			TELEPHONE CHRGS	194.59
			TELEPHONE CHRGS	526.12
			TELEPHONE CHRGS	222.54
			TELEPHONE CHRGS	114.02
			TELEPHONE CHRGS	223.95
			TELEPHONE CHRGS	187.98
			TELEPHONE CHRGS	67.17
			TELEPHONE CHRGS	215.61
			TELEPHONE CHRGS	144.47
			TELEPHONE CHRGS	350.79
			TELEPHONE CHRGS	115.90
			TELEPHONE CHRGS	431.63
			TELEPHONE CHRGS	330.92
			TELEPHONE CHRGS	125.08
			TELEPHONE CHRGS	70.68
			TELEPHONE CHRGS	289.68
			TELEPHONE CHRGS	21.39
			TELEPHONE CHRGS	138.01
			TELEPHONE CHRGS	312.07
			TELEPHONE CHRGS	11.31
			TELEPHONE CHRGS	11.31
			TELEPHONE CHRGS	45.64
			TELEPHONE CHRGS	27.84
			TELEPHONE CHRGS	52.88
			TELEPHONE CHRGS	22.82
			TELEPHONE CHRGS	22.82
			TELEPHONE CHRGS	22.82
			TELEPHONE CHRGS	152.17
			TELEPHONE CHRGS	80.26
			TELEPHONE CHRGS	41.40
			TELEPHONE CHRGS	64.56
			TELEPHONE CHRGS	223.00
			TELEPHONE CHRGS	55.11
			TELEPHONE CHRGS	22.22
			TELEPHONE CHRGS	90.48
			TELEPHONE CHRGS	22.82
			TELEPHONE CHRGS	270.20
			TELEPHONE CHRGS	3,437.34
10/26/2009	198473	725.20		
			TELEPHONE CHRGS	70.12
			TELEPHONE CHRGS	70.12
			TELEPHONE CHRGS	584.96



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
Vendor Total		10,226.93		
FYTD for VERIZON CALIFORNIA		39,832.54		
VICTOR MEDICAL CO				
10/19/2009	198352	699.70		
			ANIMAL MEDICAL SUPPLIES	52.64
			ANIMAL MEDICAL SUPPLIES	647.06
Vendor Total		699.70		
FYTD for VICTOR MEDICAL CO		6,159.70		
VIGIL, ERNEST				
10/5/2009	198066	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for VIGIL, ERNEST		1,274.92		
VISION SERVICE PLAN				
10/12/2009	198205	4,407.59		
			EMPLOYEE VISION INSURANCE	4,407.59
Vendor Total		4,407.59		
FYTD for VISION SERVICE PLAN		18,041.19		
VISTA PAINT CORPORATION				
10/12/2009	198206	477.12		
			PAINT/SUPPLIES-GRAFFITI RMVL	477.12
Vendor Total		477.12		
FYTD for VISTA PAINT CORPORATION		6,608.14		
VOLUNTEER CENTER OF RIVERSIDE COUNTY				
10/19/2009	198353	24,000.00		
			2-1-1 INFO/REFERRAL SVCS-09/10	24,000.00
Vendor Total		24,000.00		
FYTD for VOLUNTEER CENTER OF RIVERSIDE COUNTY		24,000.00		
VOYAGER FLEET SYSTEM, INC.				
10/19/2009	198354	2,238.23		
			CNG FUEL FOR STREET PRGM	1,874.51
			CNG FUEL FOR DRAIN MAINT PRGM	363.72
Vendor Total		2,238.23		
FYTD for VOYAGER FLEET SYSTEM, INC.		7,207.35		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VULCAN MATERIALS CO, INC.				
10/5/2009	198067	2,385.33		
			ASPHALTIC MATERIALS	66.99
			ASPHALTIC MATERIALS	132.24
			ASPHALTIC MATERIALS	132.24
			ASPHALTIC MATERIALS	98.97
			ASPHALTIC MATERIALS	98.97
			ASPHALTIC MATERIALS	261.44
			ASPHALTIC MATERIALS	650.11
			ASPHALTIC MATERIALS	844.11
			ASPHALTIC MATERIALS	100.26
10/12/2009	198207	2,529.09		
			ASPHALTIC MATERIALS	844.77
			ASPHALTIC MATERIALS	1,684.32
10/19/2009	198355	493.74		
			ASPHALTIC MATERIALS	130.94
			ASPHALTIC MATERIALS	132.24
			ASPHALTIC MATERIALS	98.97
			ASPHALTIC MATERIALS	131.59
Vendor Total		5,408.16		
FYTD for VULCAN MATERIALS CO, INC.		54,068.24		
W. COAST MASTIF RESCUE				
10/12/2009	198208	75.00		
			REFUND-S/N DEP FEE	75.00
Vendor Total		75.00		
FYTD for W. COAST MASTIF RESCUE		75.00		
WAGGONER JR., GLENN C.				
10/5/2009	198068	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for WAGGONER JR., GLENN C.		1,274.92		
WAGNER, GARY D.				
10/5/2009	198069	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for WAGNER, GARY D.		1,274.92		
WAGONER, ROBERT				
10/12/2009	198209	348.20		
			AUG-SEPT RETIREE MED BNFT	348.20
Vendor Total		348.20		
FYTD for WAGONER, ROBERT		680.20		



City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WAGY, CARYLON				
10/5/2009	198070	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for WAGY, CARYLON		956.19		
WALLIN, ALEX				
10/19/2009	198356	52.00	REFUND-DRUMS CLASS REGIST	52.00
Vendor Total		52.00		
FYTD for WALLIN, ALEX		52.00		
WARREN, KATHY				
10/5/2009	198071	50.00	REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for WARREN, KATHY		50.00		
WELLS FARGO BANK				
10/5/2009	198072	4,500.00	TRUSTEE FEE-REV BOND	2,000.00
			TRUSTEE FEE-REFIN PROJ	2,500.00
Vendor Total		4,500.00		
FYTD for WELLS FARGO BANK		10,500.00		
WELLS FARGO CORPORATE TRUST				
10/1/2009	91002	1,332.27	INTEREST VAR. RATE BOND	1,332.27
Vendor Total		1,332.27		
FYTD for WELLS FARGO CORPORATE TRUST		3,999,922.09		
WENDY'S INTERNATIONAL				
10/19/2009	198357	87.74	REFUND-FALSE ALARM	87.74
Vendor Total		87.74		
FYTD for WENDY'S INTERNATIONAL		87.74		
WEST GOVERNMENT SERVICES				
10/19/2009	198358	500.00	SEP-09 AUTO TRACK SVCS	500.00
Vendor Total		500.00		
FYTD for WEST GOVERNMENT SERVICES		1,500.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WEST GROUP				
10/5/2009	198073	184.12	ONLINE CHRGS-LEGAL INFO APR-09	184.12
10/26/2009	198474	452.21	SEP-09 ONLINE CHRGS-LEGAL INFO LEGAL PUBLICATIONS SUBSCRPTNS	184.12 268.09
Vendor Total		636.33		
FYTD for WEST GROUP		3,081.74		
WESTERN MUNICIPAL WATER DISTRICT				
10/26/2009	198475	2,818.12	WATER CHRGS-MARB BALLFLDS WATER CHRGS-MARB COMM CENTER WATER CHRGS-MARB COMM CENTER	1,749.43 1,007.86 60.83
Vendor Total		2,818.12		
FYTD for WESTERN MUNICIPAL WATER DISTRICT		17,180.52		
WHEATLEY, GINGER				
10/12/2009	198210	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for WHEATLEY, GINGER		20.00		
WHEELER, GERALD				
10/26/2009	198476	100.80	INSTRUCTOR SVCS-YOUTH GOLF	100.80
Vendor Total		100.80		
FYTD for WHEELER, GERALD		378.00		
WIELIN, RONALD A.				
10/5/2009	198075	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for WIELIN, RONALD A.		1,274.92		
WILLDAN AND ASSOCIATES				
10/5/2009	198076	15,276.76	PLAN CK SVCS-B&S DEPT	15,276.76
10/12/2009	198211	13,200.00	BLDG OFFICIAL SVCS-G. KYLE	13,200.00
Vendor Total		28,476.76		
FYTD for WILLDAN AND ASSOCIATES		60,142.12		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WILLIAMS, JANE L.				
10/5/2009	198077	122.38	RETIREE MEDICAL BENEFIT	122.38
Vendor Total		122.38		
FYTD for WILLIAMS, JANE L.		487.34		
WILLOUGHBY, LORIA				
10/26/2009	198477	53.90	MILEAGE REIMBURSEMENT	53.90
Vendor Total		53.90		
FYTD for WILLOUGHBY, LORIA		53.90		
WILSON, MATTHEW				
10/12/2009	198212	425.00	REFUND-CITATION DISMISSED	425.00
Vendor Total		425.00		
FYTD for WILSON, MATTHEW		425.00		
WOLFE, BRIAN				
10/26/2009	198478	320.00	PER DIEM-D.U.I. SEMINAR	320.00
Vendor Total		320.00		
FYTD for WOLFE, BRIAN		320.00		
WOODWARD, BRYAN				
10/12/2009	198213	300.00	INSTRUCTOR SVCS-DOG TRNG CLASS	300.00
Vendor Total		300.00		
FYTD for WOODWARD, BRYAN		300.00		
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.				
10/5/2009	198078	15,000.00	CLEAN CITIES COALITION FY09/10	15,000.00
Vendor Total		15,000.00		
FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.		708,053.42		
WRIGHT SEPTIC TANK PUMPING				
10/12/2009	198214	337.50	SEPTIC PUMPING SVCS-CITY YARD	337.50
Vendor Total		337.50		
FYTD for WRIGHT SEPTIC TANK PUMPING		900.00		



City of Moreno Valley

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For Period 10/1/2009 through 10/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WURM'S JANITORIAL SERVICES, INC.				
10/12/2009	198215	520.00	AUG-09 CLEANING SVCS	520.00
10/19/2009	198360	21,581.10	CLEAN CARPET AFTER FLOOD-MFPCC	225.00
			OCT-09 JANTRL SVCS-CITY HALL	4,588.23
			OCT-09 JANTRL SVCS-CITY YARD	346.90
			OCT-09 JANTRL SVCS-TRANSP TRLR	98.40
			OCT-09 JANTRL SVCS-ESA ANNEX	735.73
			OCT-09 JANTRL SVCS-FAC ANNEX	124.29
			OCT-09 JANTRL SVCS-LIBRARY	1,771.79
			OCT-09 JANTRL SVCS-GOLF SHOP	644.70
			OCT-09 JANTRL SVCS-PSB	5,564.25
			OCT-09 JANTRL SVCS-GANG TSK FC	112.82
			OCT-09 JANTRL SVCS-MVTV STUDIO	58.05
			OCT-09 JANTRL SVCS-SENIOR CTR	1,916.18
			OCT-09 JANTRL SVCS-STARS BLDG	298.87
			OCT-09 JANTRL SVCS-SUNNYMD MID	152.10
			OCT-09 JANTRL SVCS-TWNGTE C.C.	691.38
			OCT-09 JANTRL SVC-CONF/REC CTR	3,447.93
			OCT-09 JANTRL SVCS-RED MAPLE	310.19
			OCT-09 JANTRL SVCS-RNBW RIDGE	310.19
			OCT-09 JANTRL SVC-SUNNYMD ELEM	184.10
10/26/2009	198480	1,600.00	SEP-09 CLEANING SVCS-CRC RNTLS	1,120.00
			SEP-09 CLEANING SVCS-TWNGTE CC	480.00
Vendor Total		23,701.10		

FYTD for WURM'S JANITORIAL SERVICES, INC.	100,898.13
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XEROX				
10/19/2009	198361	7,388.46	COPIER RNTL AT PSB/JUL-SEP QTR	54.00
			COPIER RNTL AT PSB/SEP-09	65.00
			COPIER EXC PRINTS CHRG/JUL-SEP	2,010.84
			COPIER RNTL AT PSB/SEP-09	78.20
			COPIER EXC PRINTS CHRG/JUL-SEP	384.41
			COPIER RNTL/EXC PRINTS MAY-09	1,247.20
			COPIER RNTL-GRAPHICS DEPT	397.79
			COPIER RNTL/EXC PRINTS JUL-09	1,326.67
			COPIER RNTL-GRAPHICS DEPT	397.79
			COPIER RNTL/EXC PRINTS AUG-09	1,426.56
10/26/2009	198481	1,520.34	COPIER RNTL-PARKS/SEP-09	359.34
			COPIER RNTL-PARKS/SEP-09	847.69
			COPIER EXC PRINTS CHRG	313.31
Vendor Total		8,908.80		

FYTD for XEROX	25,172.20
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City of Moreno Valley

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For Period 10/1/2009 through 10/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ZUMAR INDUSTRIES, INC.				
10/5/2009	198079	4,241.25		
			STREET SWEEPING SIGNS	4,241.25
10/12/2009	198216	475.78		
			SIGNS FOR TRANSP. DIV.	475.78
			SIGNS FOR TRANSP. DIV.	3,792.66
			CREDIT FOR SIGNS ON INV#115754	-3,792.66
10/19/2009	198362	217.50		
			SIGNS FOR TRANSP. DIV.	217.50
Vendor Total		4,934.53		
FYTD for ZUMAR INDUSTRIES, INC.		21,130.41		
Subtotal		1,422,266.38		
GRAND TOTAL		24,188,442.50		

Attachment "B"



City of Moreno Valley
Check Register
 For Period 10/1/2009 through 10/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS IN THE AMOUNT OF \$25,000 OR GREATER				
CALPERS				
10/5/2009	197935	93,356.34		
			99110 6251 251 Other Agency Serv. State	93,356.34
	Vendor Total	93,356.34		
FYTD for CALPERS		276,054.86		
COUNTY OF RIVERSIDE AUDITOR				
10/19/2009	198250	26,870.24		
			010 2215 Deposits-Parking Fines-County	11,791.99
			010 2215 Deposits-Parking Fines-County	9,884.25
			0100 4225 Parking Control Fees	2,844.00
			0100 4225 Parking Control Fees	2,350.00
	Vendor Total	26,870.24		
FYTD for COUNTY OF RIVERSIDE AUDITOR		63,359.95		



City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EASTERN MUNICIPAL WATER DISTRICT				
10/12/2009	198119	27,668.30		
		18310 6211	Utilities	1,821.54
		18410 6211	Utilities	10,010.38
		52210 6211	Utilities	129.99
		75412 6211	Utilities	39.60
		75414 6211	Utilities	103.32
		75415 6211	Utilities	396.67
		75424 6211	Utilities	3,899.13
		75431 6211	Utilities	147.76
		76210 6211	Utilities	7,097.25
		78110 6211	Utilities	1,791.00
		78220 6211	Utilities	662.88
		78230 6211	Utilities	622.40
		78240 6211	Utilities	380.16
		78284 6211	Utilities	279.53
		78285 6211	Utilities	218.13
		78286 6211	Utilities	68.56
10/19/2009	198260	47,540.62		
		18310 6211	Utilities	55.31
		18310 6211	Utilities	312.35
		18410 6211	Utilities	1,213.38
		52210 6211	Utilities	569.40
		67524 7500	Job Misc.	2,188.48
		75411 6211	Utilities	900.19
		75414 6211	Utilities	1,208.26
		75418 6211	Utilities	1,238.74
		75421 6211	Utilities	105.47
		75431 6211	Utilities	199.68
		75432 6211	Utilities	480.36
		76210 6211	Utilities	7,719.87
		76310 6211	Utilities	4,431.94
		76410 6211	Utilities	5,152.47
		78110 6211	Utilities	2,021.80
		78220 6211	Utilities	5,622.88
		78230 6211	Utilities	6,656.00
		78240 6211	Utilities	2,268.29
		78270 6211	Utilities	1,172.81
		78280 6211	Utilities	2,078.79
		78281 6211	Utilities	704.15
		78283 6211	Utilities	236.78
		78284 6211	Utilities	320.01
		78285 6211	Utilities	165.29
		82125 7500	Job Misc.	517.92
Vendor Total		75,208.92		

FYTD for EASTERN MUNICIPAL WATER DISTRICT	555,460.97
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EMPLOYMENT DEVELOPMENT DEPARTMENT				
10/19/2009	198262	82,761.10		
			74110 6523 Unempl. Insurance Claims Paid	82,761.10
10/9/2009	2508	35,116.68		
			010 2118 State Withholding Taxes	35,116.68
10/23/2009	2516	33,753.35		
			010 2118 State Withholding Taxes	33,753.35
Vendor Total		151,631.13		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		415,457.40		
ENCO UTILITY SERVICES MORENO VALLEY LLC				
10/5/2009	197958	167,083.20		
			60110 6255 Other Profess. Services	309.90
			60110 6631 Improvements Other Than Bldgs.	519.49
			60110 6631 Improvements Other Than Bldgs.	1,100.06
			60110 6631 Improvements Other Than Bldgs.	3,208.50
			60110 6905 Bad Debts	-1,279.42
			60110 8235 Special Charges	7,700.00
			60110 8240 Distribution Share	146,875.05
			61827 7200 Job Contractual	5,620.05
			61827 7200 Job Contractual	948.51
			61830 7200 Job Contractual	1,384.58
			61832 7200 Job Contractual	696.48
Vendor Total		167,083.20		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		771,104.54		
ENVIRONMENTAL CONSTRUCTION, INC.				
10/12/2009	198124	499,592.13		
			501 2022 Retentions Payable	499,592.13
Vendor Total		499,592.13		
FYTD for ENVIRONMENTAL CONSTRUCTION, INC.		1,663,421.83		
HARRIS & ASSOCIATES, INC.				
10/26/2009	198403	32,794.44		
			82125 7200 Job Contractual	32,794.44
Vendor Total		32,794.44		
FYTD for HARRIS & ASSOCIATES, INC.		138,275.36		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
INTERNAL REVENUE SERVICE				
10/9/2009	2507	136,979.75		
			010 2116 Federal Withholding Taxes	136,979.75
10/23/2009	2515	133,179.16		
			010 2116 Federal Withholding Taxes	133,179.16
Vendor Total		270,158.91		
FYTD for INTERNAL REVENUE SERVICE		1,282,387.51		
MCDONOUGH, HOLLAND & ALLEN				
10/5/2009	198002	25,349.26		
			91110 6256 Legal Services	4,664.12
			91110 6256 Legal Services	15,349.26
			91110 6256 Legal Services	5,335.88
Vendor Total		25,349.26		
FYTD for MCDONOUGH, HOLLAND & ALLEN		66,952.91		
MORENO VALLEY UTILITY				
10/19/2009	198291	74,915.03		
			18310 6211 Utilities	110.84
			18410 6211 Utilities	1,463.64
			52210 6211 Utilities	227.96
			53310 6211 Utilities	-3,609.33
			75411 6211 Utilities	19,796.14
			75414 6211 Utilities	17,853.44
			75418 6211 Utilities	5,812.99
			75424 6211 Utilities	11,123.26
			75433 6211 Utilities	1,763.09
			76310 6211 Utilities	3,722.46
			77810 6211 Utilities	10,271.16
			77910 6211 Utilities	5,526.80
			78110 6211 Utilities	210.30
			78240 6211 Utilities	125.40
			78283 6211 Utilities	79.36
			78284 6211 Utilities	59.82
			78285 6211 Utilities	59.67
			78286 6211 Utilities	180.79
			78287 6211 Utilities	137.24
Vendor Total		74,915.03		
FYTD for MORENO VALLEY UTILITY		320,205.57		
MV RANCHO DORADO II LTD. PARTNERSHIP				
10/27/2009	91015	1,500,000.00		
			80329 7200 Job Contractual	1,500,000.00
Vendor Total		1,500,000.00		
FYTD for MV RANCHO DORADO II LTD. PARTNERSHIP		1,500,000.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NEXUS IS, INC.				
10/19/2009	198294	95,588.75		
			32110 6360 362 Non-Inventoriable Assets-Repl	9,108.00
			32110 6360 362 Non-Inventoriable Assets-Repl	1,440.00
			32110 6360 362 Non-Inventoriable Assets-Repl	180.00
			32110 6360 362 Non-Inventoriable Assets-Repl	3,588.00
			32110 6360 362 Non-Inventoriable Assets-Repl	3,000.00
			32110 6360 362 Non-Inventoriable Assets-Repl	594.00
			32110 6360 362 Non-Inventoriable Assets-Repl	5,997.00
			32110 6360 362 Non-Inventoriable Assets-Repl	1,542.80
			32110 6360 362 Non-Inventoriable Assets-Repl	7,566.92
			32110 6360 362 Non-Inventoriable Assets-Repl	50,661.00
			32110 6360 362 Non-Inventoriable Assets-Repl	-6,088.97
			32110 6662 661 Computer Hardware - Repl	18,000.00
Vendor Total		95,588.75		
FYTD for NEXUS IS, INC.		108,439.75		
PALP, INC. DBA EXCEL PAVING COMPANY				
10/26/2009	198430	619,536.47		
			125 2022 Retentions Payable	435,329.87
			501 2022 Retentions Payable	146,155.50
			892 2022 Retentions Payable	38,051.10
Vendor Total		619,536.47		
FYTD for PALP, INC. DBA EXCEL PAVING COMPANY		619,536.47		
PARSONS TRANSPORTATION GROUP, INC.				
10/19/2009	198297	175,914.72		
			70024 7200 Job Contractual	10,375.96
			70024 7200 Job Contractual	165,538.76
10/26/2009	198431	25,621.23		
			91728 7200 Job Contractual	18,587.08
			91728 7200 Job Contractual	7,034.15
Vendor Total		201,535.95		
FYTD for PARSONS TRANSPORTATION GROUP, INC.		603,466.16		
PERS HEALTH INSURANCE				
10/6/2009	91001	191,610.00		
			010 2134 PERS Health Payable	191,610.00
Vendor Total		191,610.00		
FYTD for PERS HEALTH INSURANCE		796,437.68		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PERS RETIREMENT				
10/2/2009	2499	208,737.33	010 2130 PERS Retirement Payable	208,737.33
10/16/2009	2509	207,456.03	010 2130 PERS Retirement Payable	207,456.03
10/30/2009	2517	207,874.12	010 2130 PERS Retirement Payable	207,874.12
Vendor Total		624,067.48		

FYTD for PERS RETIREMENT	1,952,179.59
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RIVERSIDE COUNTY SHERIFF				
10/13/2009	91004	2,551,978.63	62110 6251 252 Other Agency Serv. County	2,551,978.63
10/20/2009	91009	2,539,052.55	13613 6251 252 Other Agency Serv. County	8,665.22
			13614 6251 252 Other Agency Serv. County	7,189.41
			13615 6251 252 Other Agency Serv. County	21,295.89
			62110 6251 252 Other Agency Serv. County	42,799.86
			62110 6291 295 Police Contract Mileage	539.06
			62210 6251 252 Other Agency Serv. County	1,415,130.02
			62210 6291 295 Police Contract Mileage	64,419.60
			62310 6251 252 Other Agency Serv. County	383,496.51
			62310 6291 295 Police Contract Mileage	6,044.22
			62410 6251 252 Other Agency Serv. County	64,269.17
			62410 6291 295 Police Contract Mileage	2,337.01
			62510 6251 252 Other Agency Serv. County	66,959.54
			62510 6291 295 Police Contract Mileage	765.45
			62610 6251 252 Other Agency Serv. County	150,152.71
			62610 6291 295 Police Contract Mileage	3,502.44
			62710 6251 252 Other Agency Serv. County	225,201.22
			62710 6291 295 Police Contract Mileage	5,522.53
			62890 6251 252 Other Agency Serv. County	37,651.40
			62910 6251 252 Other Agency Serv. County	32,843.99
			62910 6291 295 Police Contract Mileage	267.30
Vendor Total		5,091,031.18		

FYTD for RIVERSIDE COUNTY SHERIFF	16,530,650.51
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SEMPRA ENERGY SOLUTIONS				
10/19/2009	198317	810,594.40	60110 8215 Purchased Power	810,594.40
Vendor Total		810,594.40		

FYTD for SEMPra ENERGY SOLUTIONS	3,257,768.90
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON				
10/19/2009	198325	152,619.41		
		16213 6211	Utilities	1,552.95
		18310 6211	Utilities	22.63
		18410 6211	Utilities	408.54
		52210 6211	Utilities	19.23
		53310 6211	Utilities	638.72
		75410 6211	Utilities	166.48
		75415 6211	Utilities	5,140.47
		75422 6211	Utilities	1,828.57
		75435 6211	Utilities	2,010.48
		76210 6211	Utilities	640.29
		76210 6211	Utilities	2,263.50
		76210 6211	Utilities	2,934.63
		76310 6211	Utilities	18.83
		77810 6211	Utilities	94,721.70
		77910 6211	Utilities	35,628.71
		77910 6211	Utilities	4,307.05
		78110 6211	Utilities	98.18
		78220 6211	Utilities	18.73
		78230 6211	Utilities	20.45
		78270 6211	Utilities	56.86
		78281 6211	Utilities	75.86
		82125 7500	Job Misc.	46.55
10/26/2009	198456	25,726.89		
		18310 6211	Utilities	167.87
		53310 6211	Utilities	5,221.46
		73939 6854	Emplymnt Resource Center (ERC)	419.34
		75412 6211	Utilities	4,205.14
		75413 6211	Utilities	19.04
		75416 6211	Utilities	1,696.01
		75419 6211	Utilities	4,177.54
		75431 6211	Utilities	1,626.51
		75710 6211	Utilities	177.25
		76210 6211	Utilities	4,028.75
		76310 6211	Utilities	579.67
		77910 6211	Utilities	329.07
		78110 6211	Utilities	1,582.02
		78220 6211	Utilities	265.12
		78230 6211	Utilities	374.01
		78240 6211	Utilities	422.19
		78250 6211	Utilities	274.32
		78280 6211	Utilities	161.58
Vendor Total		178,346.30		
FYTD for SOUTHERN CALIFORNIA EDISON		5,070,737.11		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SPECTRA-SITE COMMUNICATIONS, INC.				
10/19/2009	198328	29,694.09		
			32210 6291 293 Other Contractual - Other	29,694.09
Vendor Total		29,694.09		
FYTD for SPECTRA-SITE COMMUNICATIONS, INC.		29,694.09		
STANDARD INSURANCE CO				
10/5/2009	198054	31,256.24		
			010 2138 Life Insurance Payable	11,970.68
			010 2140 Disability Insurance Payable	19,292.00
			010 2140 Disability Insurance Payable	-6.44
Vendor Total		31,256.24		
FYTD for STANDARD INSURANCE CO		132,084.34		
TRUGREEN LANDCARE				
10/26/2009	198463	25,383.64		
			18310 6261 M & R Bldg. & Ground	5,178.62
			78110 6261 M & R Bldg. & Ground	4.18
			78110 6261 M & R Bldg. & Ground	56.43
			78110 6261 M & R Bldg. & Ground	8,420.43
			78110 6261 M & R Bldg. & Ground	9.43
			78240 6261 M & R Bldg. & Ground	10,038.43
			78283 6261 M & R Bldg. & Ground	1,676.12
Vendor Total		25,383.64		
FYTD for TRUGREEN LANDCARE		94,586.58		
U.S. BANK/CALCARDS				
10/13/2009	91007	37,347.67		
			010 1057 07 Prepaid CalCard- 7th Cycle	37,347.67
10/28/2009	91018	103,753.14		
			010 1057 22 Prepaid CalCard-22nd Cycle	103,753.14
Vendor Total		141,100.81		
FYTD for U.S. BANK/CALCARDS		753,177.00		
UNION BANK OF CALIFORNIA				
10/28/2009	91017	55,510.24		
			501 2022 Retentions Payable	55,510.24
Vendor Total		55,510.24		
FYTD for UNION BANK OF CALIFORNIA		249,312.65		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNION BANK OF CALIFORNIA NA				
10/15/2009	90913	1,000,000.00		
			010 1005 Cash Investments	1,000,000.00
10/1/2009	90914	999,000.00		
			010 1015 Unamortized Discount on Invest	999,000.00
10/22/2009	90916	1,000,000.00		
			010 1005 Cash Investments	1,000,000.00
10/22/2009	91003	1,000,000.00		
			010 1005 Cash Investments	1,000,000.00
10/19/2009	91005	1,000,000.00		
			010 1005 Cash Investments	1,000,000.00
10/15/2009	91006	1,000,000.00		
			010 1005 Cash Investments	1,000,000.00
10/27/2009	91008	1,000,000.00		
			010 1005 Cash Investments	1,000,000.00
10/29/2009	91011	998,910.00		
			010 1015 Unamortized Discount on Invest	998,910.00
Vendor Total		7,997,910.00		

FYTD for UNION BANK OF CALIFORNIA NA	28,914,675.69
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UNITED CONTRACTORS COMPANY INC.				
10/26/2009	198467	242,158.50		
			501 2022 Retentions Payable	242,158.50
Vendor Total		242,158.50		

FYTD for UNITED CONTRACTORS COMPANY INC.	598,194.00
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VA CONSULTING, INC.				
10/12/2009	198200	41,854.87		
			66825 7200 Job Contractual	18,898.64
			66825 7200 Job Contractual	22,956.23
10/26/2009	198471	43,801.42		
			91725 7200 Job Contractual	38,340.22
			91725 7200 Job Contractual	5,461.20
Vendor Total		85,656.29		

FYTD for VA CONSULTING, INC.	207,343.66
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Check Date	Check Number	Check Amount	Description/Purpose of Payment			Payment Amount(s)
WELLS FARGO CORPORATE TRUST						
10/23/2009	91012	1,946,448.62				
			301	1351	Debt Service	1,946,448.62
10/23/2009	91013	300,400.35				
			325	1351	Debt Service	300,400.35
10/30/2009	91016	598,688.30				
			602	1351	Debt Service	598,688.30
	Vendor Total	2,845,537.27				
FYTD for WELLS FARGO CORPORATE TRUST		3,999,922.09				
WHEELER PAVING, INC.						
10/5/2009	198074	232,518.91				
			415	2022	Retentions Payable	204,960.91
			501	2022	Retentions Payable	27,558.00
	Vendor Total	232,518.91				
FYTD for WHEELER PAVING, INC.		1,002,191.62				
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.						
10/19/2009	198359	310,232.00				
			350	2231	Deposits-TUMF Res Single	255,112.00
			350	2232	Deposits-TUMF Res Multi Family	55,120.00
	Vendor Total	310,232.00				
FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.		708,053.42				
WRCRCA						
10/26/2009	198479	39,948.00				
			351	2241 2	Deposits-MSHCP-\$1057/du	5,064.00
			351	2241 1	Deposits-MSHCP-\$1651/du	34,884.00
	Vendor Total	39,948.00				
FYTD for WRCRCA		71,314.00				
	Subtotal	22,766,176.12				



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS LESS THAN \$25,000				
A & I REPROGRAPHICS 2406362				
10/5/2009	197917	1,161.06		
			68428 7500 Job Misc.	1,134.96
			82527 7500 Job Misc.	26.10
10/19/2009	198218	3,413.66		
			82327 7500 Job Misc.	3,413.66
	Vendor Total	4,574.72		
FYTD for A & I REPROGRAPHICS 2406362		6,858.41		
ACCESS SECURITY CONTROLS INT., INC.				
10/19/2009	198219	1,060.00		
			16213 6271 M & R Improvement	75.00
			16213 6271 M & R Improvement	75.00
			73839 6261 M & R Bldg. & Ground	75.00
			75410 6271 M & R Improvement	75.00
			75433 6271 M & R Improvement	760.00
10/26/2009	198364	6,876.26		
			26210 6331 333 Badges, Name Plates	6,876.26
	Vendor Total	7,936.26		
FYTD for ACCESS SECURITY CONTROLS INT., INC.		11,062.59		
ADAMS, MARK L.				
10/5/2009	197918	318.73		
			76210 6144 Employee Insurance	318.73
	Vendor Total	318.73		
FYTD for ADAMS, MARK L.		1,274.92		
ADLERHORST INTERNATIONAL INC.				
10/12/2009	198080	105.00		
			62710 6391 Other Materials	105.00
10/19/2009	198220	503.04		
			62210 6221 Training & Travel	283.34
			62210 6221 Training & Travel	52.02
			62710 6221 Training & Travel	26.01
			62710 6221 Training & Travel	141.67
	Vendor Total	608.04		
FYTD for ADLERHORST INTERNATIONAL INC.		2,058.06		
ADMINSURE				
10/5/2009	197919	2,600.00		
			74510 6255 Other Profess. Services	2,600.00
	Vendor Total	2,600.00		
FYTD for ADMINSURE		10,400.00		



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ADVANCE REFRIGERATION & ICE SYSTEMS, INC				
10/19/2009	198221	1,449.00		
			65110 6281 M/R Machinery/Equipment	769.00
			73110 6281 M/R Machinery/Equipment	195.00
			76210 6261 M & R Bldg. & Ground	290.00
			76530 6281 M & R Machine Equip.	195.00
10/26/2009	198365	195.00		
			65110 6281 M/R Machinery/Equipment	195.00
Vendor Total		1,644.00		

FYTD for ADVANCE REFRIGERATION & ICE SYSTEMS, INC	5,332.96
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ADVANCED ELECTRIC				
10/5/2009	197920	6,137.00		
			76210 6261 M & R Bldg. & Ground	62.00
			76210 6261 M & R Bldg. & Ground	62.00
			76210 6261 M & R Bldg. & Ground	63.00
			76210 6261 M & R Bldg. & Ground	62.00
			76210 6261 M & R Bldg. & Ground	62.00
			76210 6261 M & R Bldg. & Ground	244.00
			76210 6261 M & R Bldg. & Ground	4,402.00
			76210 6261 M & R Bldg. & Ground	124.00
			76210 6261 M & R Bldg. & Ground	832.00
			76210 6261 M & R Bldg. & Ground	224.00
10/12/2009	198081	507.00		
			18410 6261 M & R Bldg. & Ground	352.00
			73939 6854 Emplmnt Resource Center (ERC)	155.00
Vendor Total		6,644.00		

FYTD for ADVANCED ELECTRIC	21,596.00
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ALL PRO DISPLAYS & GRAPHICS, LLC				
10/26/2009	198366	347.20		
			63110 6235 Public Relations/Promo	347.20
Vendor Total		347.20		

FYTD for ALL PRO DISPLAYS & GRAPHICS, LLC	347.20
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ALLIANZ LIFE INSURANCE CO				
10/12/2009	198082	75.00		
			010 2156 Annuity - Non-exempt (Allianz)	75.00
Vendor Total		75.00		

FYTD for ALLIANZ LIFE INSURANCE CO	300.00
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AMERICAN FORENSIC NURSES				
10/5/2009	197921	1,314.00		
			62110 6291 293 Other Contractual - Other	1,314.00
10/12/2009	198083	186.80		
			62110 6291 293 Other Contractual - Other	186.80
10/19/2009	198222	1,044.50		
			62110 6291 293 Other Contractual - Other	1,044.50
10/26/2009	198367	140.10		
			62110 6291 293 Other Contractual - Other	140.10
Vendor Total		2,685.40		

FYTD for AMERICAN FORENSIC NURSES	9,037.30
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AMERICAN QUICK PRINTING				
10/19/2009	198223	954.83		
			45310 6313 Printed Supply	761.25
			76210 6313 Printed Supply	193.58
Vendor Total		954.83		

FYTD for AMERICAN QUICK PRINTING	1,819.83
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AMERICAN ROTARY BROOM CO.				
10/12/2009	198084	1,545.13		
			52610 6381 Op. Mat'l/Suppl. - Equipment	1,209.76
			52610 6381 Op. Mat'l/Suppl. - Equipment	335.37
10/19/2009	198224	716.67		
			52610 6381 Op. Mat'l/Suppl. - Equipment	716.67
Vendor Total		2,261.80		

FYTD for AMERICAN ROTARY BROOM CO.	12,236.93
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AMTECH ELEVATOR SERVICES				
10/12/2009	198085	118.37		
			75411 6261 M & R Bldg. & Ground	118.37
Vendor Total		118.37		

FYTD for AMTECH ELEVATOR SERVICES	684.38
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ANDERSON, STEVE				
10/5/2009	197922	20.00		
			359 2210 Deposits-Animal Services	20.00
Vendor Total		20.00		

FYTD for ANDERSON, STEVE	20.00
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ANIMAL EMERGENCY CLINIC, INC.				
10/19/2009	198225	335.00		
			63110 6255 Other Profess. Services	75.00
			63110 6255 Other Profess. Services	55.00
			63110 6255 Other Profess. Services	55.00
			63110 6255 Other Profess. Services	75.00
			63110 6255 Other Profess. Services	75.00
Vendor Total		335.00		
FYTD for ANIMAL EMERGENCY CLINIC, INC.		1,467.00		
ANIMAL PEST MANAGEMENT SERVICES, INC.				
10/5/2009	197923	180.00		
			76410 6261 M & R Bldg. & Ground	180.00
10/26/2009	198368	1,790.00		
			16213 6261 M & R Bldg. & Ground	100.00
			18410 6261 M & R Bldg. & Ground	160.00
			76105 6261 M & R Bldg. & Ground	100.00
			76210 6261 M & R Bldg. & Ground	665.00
			76210 6261 M & R Bldg. & Ground	330.00
			76310 6261 M & R Bldg. & Ground	255.00
			76410 6261 M & R Bldg. & Ground	180.00
Vendor Total		1,970.00		
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.		7,860.00		
ANTHONY, DELLA				
10/26/2009	198369	75.00		
			64110 6291 293 Other Contractual - Other	75.00
Vendor Total		75.00		
FYTD for ANTHONY, DELLA		75.00		
ARCHIVE MANAGEMENT SERVICE				
10/19/2009	198226	1,392.35		
			13110 6291 293 Other Contractual - Other	1,392.35
Vendor Total		1,392.35		
FYTD for ARCHIVE MANAGEMENT SERVICE		5,711.17		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ARROWHEAD WATER				
10/5/2009	197924	175.00		
			75410 6361 364 Coffee, Kitchen Supplies	25.00
			75418 6361 364 Coffee, Kitchen Supplies	50.00
			75419 6361 364 Coffee, Kitchen Supplies	25.00
			75423 6361 364 Coffee, Kitchen Supplies	25.00
			75424 6361 364 Coffee, Kitchen Supplies	25.00
			75426 6361 364 Coffee, Kitchen Supplies	25.00
10/19/2009	198227	25.00		
			16213 6361 364 Coffee, Kitchen Supplies	25.00
Vendor Total		200.00		
FYTD for ARROWHEAD WATER		1,963.11		
ARTHURS, TERESA				
10/5/2009	197925	9.00		
			0100 4411 Animal Licenses	9.00
Vendor Total		9.00		
FYTD for ARTHURS, TERESA		9.00		
ASCE-AM SOC OF CIVIL ENG				
10/5/2009	197926	250.00		
			54130 6252 Dues & Subscriptions	250.00
Vendor Total		250.00		
FYTD for ASCE-AM SOC OF CIVIL ENG		250.00		
ASG FACILITY				
10/26/2009	198370	452.00		
			76105 6291 293 Other Contractual - Other	160.00
			76105 6291 293 Other Contractual - Other	48.00
			76105 6291 293 Other Contractual - Other	68.00
			76105 6291 293 Other Contractual - Other	68.00
			76105 6291 293 Other Contractual - Other	48.00
			76105 6291 293 Other Contractual - Other	60.00
Vendor Total		452.00		
FYTD for ASG FACILITY		452.00		
AT&T/MCI				
10/5/2009	197927	183.68		
			62710 6215 215 Communications - Telephone	183.68
Vendor Total		183.68		
FYTD for AT&T/MCI		734.72		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BACHER, GRACE				
10/5/2009	197928	303.60	73110 6144 Employee Insurance	303.60
Vendor Total		303.60		
FYTD for BACHER, GRACE		1,214.40		
BARKS OF LOVE RESCUE				
10/5/2009	197929	75.00	359 2210 Deposits-Animal Services	75.00
Vendor Total		75.00		
FYTD for BARKS OF LOVE RESCUE		75.00		
BARNES, DARLENE				
10/5/2009	197930	110.82	99110 6144 Employee Insurance	110.82
Vendor Total		110.82		
FYTD for BARNES, DARLENE		443.28		
BELL, ORROCK & WATASE, INC				
10/19/2009	198228	4,171.76	74110 6256 Legal Services	895.26
			74110 6256 Legal Services	3,276.50
Vendor Total		4,171.76		
FYTD for BELL, ORROCK & WATASE, INC		8,801.91		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BEMUS LANDSCAPE, INC.				
10/5/2009	197931	16,057.84		
		78250 6261	M & R Bldg. & Ground	39.24
		78250 6261	M & R Bldg. & Ground	15,650.96
		78282 6261	M & R Bldg. & Ground	367.64
10/12/2009	198086	323.31		
		78250 6261	M & R Bldg. & Ground	41.23
		78250 6261	M & R Bldg. & Ground	134.23
		78250 6261	M & R Bldg. & Ground	53.21
		78250 6261	M & R Bldg. & Ground	94.64
10/19/2009	198229	15,998.14		
		16213 6261	M & R Bldg. & Ground	300.00
		18410 6261	M & R Bldg. & Ground	1,900.00
		21310 6261	M & R Bldg. & Ground	520.00
		60110 6261	M & R Bldg. & Ground	480.00
		60110 6261	M & R Bldg. & Ground	480.00
		62110 6261	M & R Bldg. & Ground	1,047.58
		63110 6261	M & R Bldg. & Ground	520.00
		65110 6261	M & R Bldg. & Ground	2,300.00
		75411 6261	M & R Bldg. & Ground	992.56
		75429 6261	M & R Bldg. & Ground	300.00
		75438 6261	M & R Bldg. & Ground	250.00
		76310 6261	M & R Bldg. & Ground	735.00
		76310 6261	M & R Bldg. & Ground	262.50
		76310 6261	M & R Bldg. & Ground	600.00
		76310 6261	M & R Bldg. & Ground	250.00
		76310 6261	M & R Bldg. & Ground	850.50
		76310 6261	M & R Bldg. & Ground	525.00
		76310 6261	M & R Bldg. & Ground	1,785.00
		76510 6261	M & R Bldg. & Ground	1,900.00
10/26/2009	198371	80.00		
		82527 7500	Job Misc.	80.00
Vendor Total		32,459.29		
FYTD for BEMUS LANDSCAPE, INC.		123,810.30		
BENESYST, INC.				
10/26/2009	198372	240.86		
		24110 6255	Other Profess. Services	240.86
Vendor Total		240.86		
FYTD for BENESYST, INC.		1,253.30		



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For Period 10/1/2009 through 10/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BERDUGO, IRIS				
10/12/2009	198087	50.00	0100 4225 Parking Control Fees	50.00
Vendor Total		50.00		

FYTD for BERDUGO, IRIS	50.00
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BIO-TOX LABORATORIES				
10/12/2009	198088	7,724.97		
			62110 6291 293 Other Contractual - Other	2,315.73
			62110 6291 293 Other Contractual - Other	1,277.87
			62110 6291 293 Other Contractual - Other	1,149.13
			62110 6291 293 Other Contractual - Other	223.74
			62110 6291 293 Other Contractual - Other	2,758.50
Vendor Total		7,724.97		

FYTD for BIO-TOX LABORATORIES	12,787.08
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BJ'S RESTAURANT, INC.				
10/5/2009	197932	90.00	010 1084 A/R - False Alarm	90.00
Vendor Total		90.00		

FYTD for BJ'S RESTAURANT, INC.	90.00
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BLAIR, CHERYL				
10/12/2009	198089	270.00	76105 6291 293 Other Contractual - Other	270.00
Vendor Total		270.00		

FYTD for BLAIR, CHERYL	1,161.00
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BLUE SHIELD OF CALIFORNIA				
10/19/2009	198230	2,230.91		
			010 2134 PERS Health Payable	312.39
			010 2134 PERS Health Payable	241.66
			010 2134 PERS Health Payable	812.21
			010 2134 PERS Health Payable	312.39
			010 2134 PERS Health Payable	276.13
			010 2134 PERS Health Payable	276.13
Vendor Total		2,230.91		

FYTD for BLUE SHIELD OF CALIFORNIA	5,392.52
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BOBO II, FELIX				
10/19/2009	198231	87.45	16213 6221 Training & Travel	87.45
Vendor Total		87.45		

FYTD for BOBO II, FELIX	139.15
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BRINTLE, AMBER				
10/19/2009	198232	95.00		
			359 2210 Deposits-Animal Services	20.00
			359 2210 Deposits-Animal Services	75.00
Vendor Total		95.00		
FYTD for BRINTLE, AMBER		95.00		



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For Period 10/1/2009 through 10/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BRODART CO.				
10/19/2009	198235	3,055.95		
		21310 6351	Books, Records, Films, Videos	20.85
		21310 6351	Books, Records, Films, Videos	10.51
		21310 6351	Books, Records, Films, Videos	20.79
		21310 6351	Books, Records, Films, Videos	39.42
		21310 6351	Books, Records, Films, Videos	50.91
		21310 6351	Books, Records, Films, Videos	15.35
		21310 6351	Books, Records, Films, Videos	37.59
		21310 6351	Books, Records, Films, Videos	22.57
		21310 6351	Books, Records, Films, Videos	22.00
		21310 6351	Books, Records, Films, Videos	22.57
		21310 6351	Books, Records, Films, Videos	16.74
		21310 6351	Books, Records, Films, Videos	23.19
		21310 6351	Books, Records, Films, Videos	274.69
		21310 6351	Books, Records, Films, Videos	91.70
		21310 6351	Books, Records, Films, Videos	21.08
		21310 6351	Books, Records, Films, Videos	16.46
		21310 6351	Books, Records, Films, Videos	28.04
		21310 6351	Books, Records, Films, Videos	21.38
		21310 6351	Books, Records, Films, Videos	20.71
		21310 6351	Books, Records, Films, Videos	43.28
		21310 6351	Books, Records, Films, Videos	21.96
		21310 6351	Books, Records, Films, Videos	24.78
		21310 6351	Books, Records, Films, Videos	21.99
		21310 6351	Books, Records, Films, Videos	31.21
		21310 6351	Books, Records, Films, Videos	20.71
		21310 6351	Books, Records, Films, Videos	31.71
		21310 6351	Books, Records, Films, Videos	21.38
		21310 6351	Books, Records, Films, Videos	27.36
		21310 6351	Books, Records, Films, Videos	37.80
		21310 6351	Books, Records, Films, Videos	91.70
		21310 6351	Books, Records, Films, Videos	27.03
		21310 6351	Books, Records, Films, Videos	42.57
		21310 6351	Books, Records, Films, Videos	22.57
		21310 6351	Books, Records, Films, Videos	42.55
		21310 6351	Books, Records, Films, Videos	28.04
		21310 6351	Books, Records, Films, Videos	70.51
		21310 6351	Books, Records, Films, Videos	62.54
		21310 6351	Books, Records, Films, Videos	27.55
		21310 6351	Books, Records, Films, Videos	67.00
		21310 6351	Books, Records, Films, Videos	23.19
		21310 6351	Books, Records, Films, Videos	16.56
		21310 6351	Books, Records, Films, Videos	940.10
		21310 6351	Books, Records, Films, Videos	44.39
		21310 6351	Books, Records, Films, Videos	22.90
		21310 6351	Books, Records, Films, Videos	37.72
		21310 6351	Books, Records, Films, Videos	273.14
		21310 6351	Books, Records, Films, Videos	68.94



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
		21310 6351	Books, Records, Films, Videos	28.09
		21310 6351	Books, Records, Films, Videos	60.13

Vendor Total 3,055.95

FYTD for BRODART CO. 3,899.81

BROWN, CHRISTOPHER

10/19/2009	198236	128.00		
		62710 6221	Training & Travel	128.00

Vendor Total 128.00

FYTD for BROWN, CHRISTOPHER 128.00

BURKE, WILLIAMS & SORENSEN, LLP.

10/12/2009	198090	367.80		
		51710 6256	Legal Services	367.80
10/26/2009	198373	2,699.95		
		51710 6256	Legal Services	2,699.95

Vendor Total 3,067.75

FYTD for BURKE, WILLIAMS & SORENSEN, LLP. 3,851.66

BWI - BOOK WHOLESALERS, INC.

10/19/2009	198237	854.08		
		21310 6351	Books, Records, Films, Videos	131.36
		21310 6351	Books, Records, Films, Videos	50.70
		21310 6351	Books, Records, Films, Videos	75.66
		21310 6351	Books, Records, Films, Videos	76.03
		21310 6351	Books, Records, Films, Videos	14.63
		21310 6351	Books, Records, Films, Videos	29.91
		21310 6351	Books, Records, Films, Videos	28.26
		21310 6351	Books, Records, Films, Videos	43.85
		21310 6351	Books, Records, Films, Videos	39.22
		21310 6351	Books, Records, Films, Videos	169.00
		21310 6351	Books, Records, Films, Videos	29.57
		21310 6351	Books, Records, Films, Videos	27.83
		21310 6351	Books, Records, Films, Videos	13.98
		21310 6351	Books, Records, Films, Videos	19.47
		21310 6351	Books, Records, Films, Videos	61.34
		21310 6351	Books, Records, Films, Videos	27.93
		21310 6351	Books, Records, Films, Videos	15.34

Vendor Total 854.08

FYTD for BWI - BOOK WHOLESALERS, INC. 854.08



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CA REGIONAL WATER QUALITY CONTROL BOARD				
10/19/2009	198238	640.00	91726 7500 Job Misc.	640.00
Vendor Total		640.00		
FYTD for CA REGIONAL WATER QUALITY CONTROL BOARD		640.00		
CAIN, GREGORY				
10/5/2009	197933	318.73	55130 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for CAIN, GREGORY		1,274.92		
CALAVERAS STANDARD MATERIALS				
10/12/2009	198091	619.84	55230 6371 Op. Mat'l/Suppl. - Improvemnt	619.84
10/19/2009	198239	1,186.07	18310 6261 M & R Bldg. & Ground	324.99
			55230 6371 Op. Mat'l/Suppl. - Improvemnt	550.82
			78240 6261 M & R Bldg. & Ground	310.26
Vendor Total		1,805.91		
FYTD for CALAVERAS STANDARD MATERIALS		12,237.42		
CALDERON, MONICA				
10/26/2009	198374	70.00	359 2210 Deposits-Animal Services	20.00
			0100 4221 Animal ServicesFees	10.00
			0100 4221 Animal ServicesFees	10.00
			0100 4512 A/C Non-Tax Sales (Adoptions)	30.00
Vendor Total		70.00		
FYTD for CALDERON, MONICA		70.00		
CALIFORNIA BUILDING STANDARDS COMMISSION				
10/20/2009	198363	388.80	011 2509 Due to State Bldg Stndrds Comm	388.80
Vendor Total		388.80		
FYTD for CALIFORNIA BUILDING STANDARDS COMMISSION		904.50		
CALIFORNIA DEPARTMENT OF FISH AND GAME				
10/19/2009	198240	4,000.00	91726 7500 Job Misc.	4,000.00
Vendor Total		4,000.00		
FYTD for CALIFORNIA DEPARTMENT OF FISH AND GAME		4,000.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CALIFORNIA MUNICIPAL STATISTICS, INC. V1				
10/19/2009	198241	425.00		
			31410 6255 Other Profess. Services	425.00
Vendor Total		425.00		
FYTD for CALIFORNIA MUNICIPAL STATISTICS, INC. V1		425.00		
CALIFORNIA REDEVELOPMENT ASSOCIATION				
10/26/2009	198375	12,400.00		
			91110 6252 Dues & Subscriptions	12,400.00
Vendor Total		12,400.00		
FYTD for CALIFORNIA REDEVELOPMENT ASSOCIATION		12,400.00		
CALIFORNIA TRANSCRIPTION, LLC				
10/5/2009	197934	171.08		
			41210 6291 293 Other Contractual - Other	171.08
Vendor Total		171.08		
FYTD for CALIFORNIA TRANSCRIPTION, LLC		502.87		
CALVARY BAPTIST CHURCH				
10/19/2009	198242	550.00		
			73939 6846 Community Foreclosure Preventn	550.00
Vendor Total		550.00		
FYTD for CALVARY BAPTIST CHURCH		550.00		
CANON BUSINESS SOLUTIONS, INC.				
10/19/2009	198243	2,002.20		
			16213 6281 M & R Machine Equip.	2,002.20
Vendor Total		2,002.20		
FYTD for CANON BUSINESS SOLUTIONS, INC.		9,529.55		
CANON FINANCIAL SERVICES, INC.				
10/5/2009	197936	7,590.68		
			31510 6281 M & R Machine Equip.	7,059.29
			31510 6281 M & R Machine Equip.	531.39
Vendor Total		7,590.68		
FYTD for CANON FINANCIAL SERVICES, INC.		30,362.72		
CARGANDO, JENNIFER				
10/12/2009	198092	12.00		
			1310 4213 Library Fees	12.00
Vendor Total		12.00		
FYTD for CARGANDO, JENNIFER		12.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CARTER, ROSALYN				
10/5/2009	197937	297.00	99110 6144 Employee Insurance	297.00
Vendor Total		297.00		
FYTD for CARTER, ROSALYN		891.00		
CARWILE, MICHAEL				
10/5/2009	197938	20.00	0100 4513 Ani. Control Forfeited Deposit	20.00
Vendor Total		20.00		
FYTD for CARWILE, MICHAEL		20.00		
CASKEY, DEBRA C.				
10/5/2009	197939	318.73	99110 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for CASKEY, DEBRA C.		1,274.92		
CASTLEROCK ENVIRONMENTAL, INC				
10/19/2009	198244	874.00	75422 6261 M & R Bldg. & Ground	874.00
10/26/2009	198376	2,700.00	75416 6621 622 Buildings - Improvements	1,350.00
			75417 6621 622 Buildings - Improvements	1,350.00
Vendor Total		3,574.00		
FYTD for CASTLEROCK ENVIRONMENTAL, INC		3,574.00		
CCAC				
10/5/2009	197940	195.00	13110 6221 Training & Travel	195.00
Vendor Total		195.00		
FYTD for CCAC		195.00		
CERTIFIED CREDIT REPORTING, INC				
10/12/2009	198093	18.33	91310 6255 Other Profess. Services	18.33
10/19/2009	198245	18.33	91310 6255 Other Profess. Services	18.33
Vendor Total		36.66		
FYTD for CERTIFIED CREDIT REPORTING, INC		54.99		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHANCY, CHIZURU				
10/12/2009	198094	163.80		
			76510 6291 293 Other Contractual - Other	93.60
			76510 6291 293 Other Contractual - Other	70.20
Vendor Total		163.80		
FYTD for CHANCY, CHIZURU		678.60		
CHAPMAN, STEVE				
10/5/2009	197941	318.73		
			99110 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for CHAPMAN, STEVE		1,274.92		
CHAPPELL, ISAAC				
10/5/2009	197942	318.73		
			76210 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for CHAPPELL, ISAAC		1,274.92		
CHEROKEE PRODUCTIONS, INC. 2407939				
10/19/2009	198246	590.00		
			62410 6221 Training & Travel	295.00
			62610 6221 Training & Travel	295.00
Vendor Total		590.00		
FYTD for CHEROKEE PRODUCTIONS, INC. 2407939		590.00		
CHRISS, SUSAN				
10/12/2009	198095	75.00		
			0100 4513 Ani. Control Forfeited Deposit	75.00
Vendor Total		75.00		
FYTD for CHRISS, SUSAN		75.00		
CHRISTIAN, OWEN				
10/5/2009	197943	240.44		
			99110 6144 Employee Insurance	240.44
Vendor Total		240.44		
FYTD for CHRISTIAN, OWEN		961.76		
CITY OF MORENO VALLEY VEBA TRUST				
10/12/2009	198096	4,287.50		
			010 2158 VEBA Plan - Exempt	4,287.50
Vendor Total		4,287.50		
FYTD for CITY OF MORENO VALLEY VEBA TRUST		17,325.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CIVICSTONE				
10/12/2009	198097	9,455.90	19710 6848 004 NSP- City Administration	9,455.90
Vendor Total		9,455.90		
FYTD for CIVICSTONE		9,455.90		
CLAY, JULIENE				
10/5/2009	197944	49.57	13110 6221 Training & Travel	49.57
Vendor Total		49.57		
FYTD for CLAY, JULIENE		49.57		
COAST FITNESS REPAIR SHOP				
10/26/2009	198377	143.94	73110 6281 M/R Machinery/Equipment	143.94
Vendor Total		143.94		
FYTD for COAST FITNESS REPAIR SHOP		143.94		
COHEN & GOLDFRIED				
10/19/2009	198247	2,112.50	22110 6256 Legal Services	2,112.50
Vendor Total		2,112.50		
FYTD for COHEN & GOLDFRIED		5,525.00		
COLONIAL SUPPLEMENTAL INSURANCE				
10/5/2009	197945	7,298.09	010 2144 Colonial Insurance Payable	7,298.09
Vendor Total		7,298.09		
FYTD for COLONIAL SUPPLEMENTAL INSURANCE		29,746.66		
COMMUNITY HEALTH CHARITIES				
10/12/2009	198098	334.00	010 2174 Health Charity	334.00
10/26/2009	198378	334.00	010 2174 Health Charity	334.00
Vendor Total		668.00		
FYTD for COMMUNITY HEALTH CHARITIES		3,075.00		
CONTRERAS CONSTRUCTION CO.				
10/5/2009	197946	11,838.75	282 2022 Retentions Payable	228.00
			282 2022 Retentions Payable	11,610.75
Vendor Total		11,838.75		
FYTD for CONTRERAS CONSTRUCTION CO.		118,387.50		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COSATO, VALERIE				
10/12/2009	198099	20.00	359 2210 Deposits-Animal Services	20.00
Vendor Total		20.00		
FYTD for COSATO, VALERIE		20.00		
COSTCO				
10/12/2009	198100	209.33	16213 6396 Food Program Expenditures	92.35
			16213 6396 Food Program Expenditures	116.98
10/19/2009	198248	273.63	16213 6390 Recreation Supplies	273.63
10/26/2009	198379	932.44	16213 6396 Food Program Expenditures	86.49
			16213 6396 Food Program Expenditures	324.93
			76105 6397 Skate Park Snacks	521.02
Vendor Total		1,415.40		
FYTD for COSTCO		25,430.65		
COUNSELING TEAM, THE				
10/26/2009	198380	1,250.00	24110 6255 Other Profess. Services	1,250.00
Vendor Total		1,250.00		
FYTD for COUNSELING TEAM, THE		5,000.00		
COUNTRY SQUIRE ESTATES				
10/5/2009	197947	84.88	0100 4161 Utility User's Tax	84.88
10/26/2009	198381	72.97	0100 4161 Utility User's Tax	72.97
Vendor Total		157.85		
FYTD for COUNTRY SQUIRE ESTATES		235.27		
COUNTY OF RIVERSIDE - RMAP				
10/19/2009	198249	82.50	52310 6251 252 Other Agency Serv. County	41.25
			52310 6251 252 Other Agency Serv. County	41.25
Vendor Total		82.50		
FYTD for COUNTY OF RIVERSIDE - RMAP		119.10		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COX, RYAN				
10/19/2009	198251	200.00	161 2004 A/P - Parks & Recreation	200.00
Vendor Total		200.00		
FYTD for COX, RYAN		200.00		
CRANE ARCHITECTURAL GROUP				
10/12/2009	198101	1,350.00	82327 7200 Job Contractual	1,350.00
Vendor Total		1,350.00		
FYTD for CRANE ARCHITECTURAL GROUP		1,350.00		
CSMFO (CA SOCIETY OF MUNI FINANCE OFF)				
10/14/2009	198217	200.00	31210 6252 Dues & Subscriptions	200.00
Vendor Total		200.00		
FYTD for CSMFO (CA SOCIETY OF MUNI FINANCE OFF)		200.00		
CTAI PACIFIC GREENSCAPE				
10/5/2009	197948	98.81	78110 6261 M & R Bldg. & Ground	98.81
10/12/2009	198102	4,921.39	78110 6261 M & R Bldg. & Ground	4,921.39
Vendor Total		5,020.20		
FYTD for CTAI PACIFIC GREENSCAPE		22,178.86		
CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH				
10/12/2009	198103	578.00	76410 6251 252 Other Agency Serv. County	578.00
Vendor Total		578.00		
FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH		8,983.47		
D & D SERVICES DBA D & D DISPOSAL, INC.				
10/19/2009	198252	745.00	63110 6291 293 Other Contractual - Other	745.00
Vendor Total		745.00		
FYTD for D & D SERVICES DBA D & D DISPOSAL, INC.		3,130.00		
D R HORTON				
10/19/2009	198253	2,992.42	0100 4136 11 Business Gross Rcpts - B	2,992.42
Vendor Total		2,992.42		
FYTD for D R HORTON		2,992.42		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DALE, KATHLEEN				
10/5/2009	197949	315.49	99110 6144 Employee Insurance	315.49
Vendor Total		315.49		

FYTD for DALE, KATHLEEN	1,265.20
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DATA TICKET, INC.				
10/12/2009	198104	5,477.09		
			45310 6260 Admin. Citation Services	1,474.49
			45310 6260 Admin. Citation Services	1,335.48
			45410 6260 Admin. Citation Services	255.80
			62110 6260 Admin. Citation Services	2,411.32
10/19/2009	198254	24,851.73		
			45310 6257 Parking Control Services	10,270.92
			45310 6257 Parking Control Services	9,604.86
			45310 6313 Printed Supply	4,975.95
10/26/2009	198382	8,501.90		
			32010 6258 Software Maint./Support/Lic.	105.00
			32010 6258 Software Maint./Support/Lic.	105.00
			32010 6258 Software Maint./Support/Lic.	105.00
			62110 6260 Admin. Citation Services	8,186.90
Vendor Total		38,830.72		

FYTD for DATA TICKET, INC.	77,077.19
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DATAQUICK CORPORATE HEADQUARTERS				
10/26/2009	198383	130.50		
			62610 6258 Software Maint./Support/Lic.	130.50
Vendor Total		130.50		

FYTD for DATAQUICK CORPORATE HEADQUARTERS	1,422.00
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DAVID EVANS & ASSOCIATES, INC.				
10/26/2009	198384	4,039.50		
			82125 7200 Job Contractual	4,039.50
Vendor Total		4,039.50		

FYTD for DAVID EVANS & ASSOCIATES, INC.	9,026.40
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DAVILA, SALVADOR A.				
10/12/2009	198105	119.98		
			0110 4311 Building Permits	119.98
Vendor Total		119.98		

FYTD for DAVILA, SALVADOR A.	119.98
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DELTA DENTAL				
10/12/2009	198106	11,310.90	010 2164 Dental Insurance - (Open)	11,310.90
Vendor Total		11,310.90		
FYTD for DELTA DENTAL		46,738.90		
DELTACARE USA				
10/12/2009	198107	6,950.87	010 2136 Dental Insurance - Denticare	6,950.87
Vendor Total		6,950.87		
FYTD for DELTACARE USA		27,865.48		
DENNIS GRUBB & ASSOCIATES, LLC				
10/5/2009	197950	4,380.00	45810 6255 Other Profess. Services	4,380.00
Vendor Total		4,380.00		
FYTD for DENNIS GRUBB & ASSOCIATES, LLC		4,380.00		
DEPARTMENT OF CONSERVATION				
10/12/2009	198108	856.46	011 2108 SMI Payable	901.54
			0110 4574 Other Misc. Revenue	-45.08
Vendor Total		856.46		
FYTD for DEPARTMENT OF CONSERVATION		1,608.24		
DEPARTMENT OF SOCIAL SERVICES				
10/12/2009	198109	220.00	75710 6251 251 Other Agency Serv. State	220.00
Vendor Total		220.00		
FYTD for DEPARTMENT OF SOCIAL SERVICES		220.00		
DEPARTMENT OF TREASURY				
10/12/2009	198110	1,000.00	24110 6256 Legal Services	1,000.00
10/12/2009	198111	1,000.00	24110 6256 Legal Services	1,000.00
10/12/2009	198112	1,000.00	24110 6256 Legal Services	1,000.00
Vendor Total		3,000.00		
FYTD for DEPARTMENT OF TREASURY		3,000.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DESAI, MOHAMMEDZUNED				
10/26/2009	198385	75.00	64110 6291 293 Other Contractual - Other	75.00
Vendor Total		75.00		
FYTD for DESAI, MOHAMMEDZUNED		75.00		
DESIGN BUILD SOLUTIONS & INNOVATIONS				
10/19/2009	198255	58.00	0100 4441 Business License	58.00
Vendor Total		58.00		
FYTD for DESIGN BUILD SOLUTIONS & INNOVATIONS		58.00		
DESIGN WORKS				
10/12/2009	198113	630.85	76105 6331 335 Awards	480.13
			76105 6331 335 Awards	150.72
10/26/2009	198386	334.13	76105 6331 332 Uniforms/ Purch. & Replacement	334.13
Vendor Total		964.98		
FYTD for DESIGN WORKS		3,079.56		
DIGITAL TELECOMMUNICATIONS CORP.				
10/12/2009	198114	10,462.80	32210 6661 661 Computer - Hardware	5,000.00
			32210 6661 661 Computer - Hardware	454.00
			32210 6661 661 Computer - Hardware	510.00
			32210 6661 661 Computer - Hardware	625.73
			32210 6661 661 Computer - Hardware	175.07
			32210 6661 661 Computer - Hardware	2,000.00
			32210 6661 661 Computer - Hardware	1,698.00
Vendor Total		10,462.80		
FYTD for DIGITAL TELECOMMUNICATIONS CORP.		51,548.74		
DLS LANDSCAPE, INC				
10/19/2009	198256	12,390.00	18410 6261 M & R Bldg. & Ground	2,160.00
			76310 6261 M & R Bldg. & Ground	10,230.00
Vendor Total		12,390.00		
FYTD for DLS LANDSCAPE, INC		37,170.00		



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DMC DESIGN GROUP, INC				
10/12/2009	198115	10,581.03	70127 7200 Job Contractual	10,581.03
Vendor Total		10,581.03		
FYTD for DMC DESIGN GROUP, INC		44,364.54		
DORY, ALLEEN F.				
10/5/2009	197951	318.73	99110 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for DORY, ALLEEN F.		1,274.92		
DRUMM, JEAN FRAMMOLINO AND DRUMM, KENNETH				
10/19/2009	198257	727.85	0100 4510 Animal Services Violations	727.85
Vendor Total		727.85		
FYTD for DRUMM, JEAN FRAMMOLINO AND DRUMM, KENNETH		727.85		
DUNN, LAURA				
10/12/2009	198116	288.00	76510 6291 293 Other Contractual - Other	288.00
Vendor Total		288.00		
FYTD for DUNN, LAURA		396.00		
DURAN, BLANCA				
10/12/2009	198117	252.00	76510 6291 293 Other Contractual - Other	252.00
Vendor Total		252.00		
FYTD for DURAN, BLANCA		630.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
E.R. BLOCK PLUMBING & HEATING, INC.				
10/12/2009	198118	1,700.41		
		18310 6261	M & R Bldg. & Ground	36.40
		18510 6261	M & R Bldg. & Ground	36.40
		52210 6261	M & R Bldg. & Ground	109.20
		75416 6261	M & R Bldg. & Ground	269.59
		78110 6261	M & R Bldg. & Ground	473.20
		78110 6261	M & R Bldg. & Ground	36.40
		78110 6261	M & R Bldg. & Ground	170.00
		78110 6371	Op. Mat'l./Suppl. - Improvemnt	532.82
		78286 6261	M & R Bldg. & Ground	36.40
10/19/2009	198258	1,405.64		
		78110 6261	M & R Bldg. & Ground	170.00
		78110 6261	M & R Bldg. & Ground	170.00
		78110 6371	Op. Mat'l./Suppl. - Improvemnt	532.82
		78110 6371	Op. Mat'l./Suppl. - Improvemnt	532.82
Vendor Total		3,106.05		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.		12,195.94		
EAST BAY CONSTRUCTION COMPANY, INC				
10/5/2009	197952	40.00		
		0100 4441	Business License	40.00
Vendor Total		40.00		
FYTD for EAST BAY CONSTRUCTION COMPANY, INC		40.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EASTERN MUNICIPAL WATER DISTRICT				
10/5/2009	197953	11,821.54		
		18310 6211	Utilities	104.72
		18410 6211	Utilities	711.72
		52210 6211	Utilities	78.21
		52610 6391	Other Materials	187.15
		52810 6391	Other Materials	93.58
		55130 6391	Other Materials	93.58
		75412 6211	Utilities	-2,724.76
		75419 6211	Utilities	573.61
		75430 6211	Utilities	353.98
		75435 6211	Utilities	507.56
		76210 6211	Utilities	2,151.76
		78110 6211	Utilities	2,728.94
		78240 6211	Utilities	2,183.26
		78250 6211	Utilities	4,709.57
		78282 6211	Utilities	68.66
10/5/2009	197954	192.90		
		55130 6281	M & R Machine Equip.	111.78
		55130 6381	Op. Mat'l/Suppl. - Equipment	81.12
10/26/2009	198387	16,467.13		
		18310 6211	Utilities	400.08
		18410 6211	Utilities	596.52
		52210 6211	Utilities	1,359.46
		75414 6211	Utilities	38.40
		75433 6211	Utilities	486.72
		75434 6211	Utilities	244.52
		76210 6211	Utilities	7,595.18
		78110 6211	Utilities	2,498.60
		78250 6211	Utilities	248.18
		78286 6211	Utilities	1,934.44
		78287 6211	Utilities	1,065.03
Vendor Total		28,481.57		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		555,460.97		
ECKENRODE, KENT				
10/19/2009	198261	128.00		
		62710 6221	Training & Travel	128.00
Vendor Total		128.00		
FYTD for ECKENRODE, KENT		128.00		
ECOMOTION, INC.				
10/26/2009	198388	1,675.00		
		61010 6255	Other Profess. Services	1,675.00
Vendor Total		1,675.00		
FYTD for ECOMOTION, INC.		2,812.50		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EDFUND				
10/12/2009	198120	183.35		
			010 2126 Payroll Garnishments	36.80
			010 2126 Payroll Garnishments	146.55
10/26/2009	198389	228.35		
			010 2126 Payroll Garnishments	79.50
			010 2126 Payroll Garnishments	148.85
Vendor Total		411.70		
FYTD for EDFUND		2,366.66		
EDGELANE MOBILE PARK				
10/5/2009	197955	15.91		
			0100 4161 Utility User's Tax	8.01
			0100 4161 Utility User's Tax	7.90
Vendor Total		15.91		
FYTD for EDGELANE MOBILE PARK		32.18		
EDGEMONT COMMUNITY SERVICES DISTRICT				
10/12/2009	198121	105.00		
			76410 6211 Utilities	105.00
Vendor Total		105.00		
FYTD for EDGEMONT COMMUNITY SERVICES DISTRICT		105.00		
EGGERSTEN, ANNE				
10/5/2009	197956	303.60		
			99110 6144 Employee Insurance	303.60
Vendor Total		303.60		
FYTD for EGGERSTEN, ANNE		1,615.82		
EL CHICANO NEWSPAPER				
10/5/2009	197957	124.00		
			68628 7500 Job Misc.	124.00
10/26/2009	198390	144.00		
			68428 7500 Job Misc.	48.00
			68528 7500 Job Misc.	48.00
			68728 7500 Job Misc.	48.00
Vendor Total		268.00		
FYTD for EL CHICANO NEWSPAPER		268.00		



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ELITE JANITORIAL, INC.				
10/12/2009	198122	84.23		
			76510 6291 293 Other Contractual - Other	58.40
			76510 6291 293 Other Contractual - Other	25.83
Vendor Total		84.23		
FYTD for ELITE JANITORIAL, INC.		364.86		
EMERY MATERIALS, INC.				
10/12/2009	198123	168.00		
			55230 6291 293 Other Contractual - Other	168.00
Vendor Total		168.00		
FYTD for EMERY MATERIALS, INC.		546.00		
EMPLOYMENT DEVELOPMENT DEPARTMENT				
10/7/2009	2501	810.85		
			010 2118 State Withholding Taxes	810.85
Vendor Total		810.85		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		415,457.40		



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ENCO UTILITY SERVICES MORENO VALLEY LLC				
10/19/2009	198263	7,500.00		
			60110 6771 Capital Lease Principal	1,220.33
			60110 6771 Capital Lease Principal	1,135.47
			60110 6771 Capital Lease Principal	1,119.22
			60110 6771 Capital Lease Principal	1,238.05
			60110 6771 Capital Lease Principal	1,232.11
			60110 6771 Capital Lease Principal	1,168.68
			60110 6791 Interest Expense	17.89
			60110 6791 Interest Expense	81.32
			60110 6791 Interest Expense	11.95
			60110 6791 Interest Expense	29.67
			60110 6791 Interest Expense	114.53
			60110 6791 Interest Expense	130.78
10/26/2009	198391	19,119.76		
			60110 6631 Improvements Other Than Bldgs.	1,087.00
			60110 6631 Improvements Other Than Bldgs.	442.36
			60110 6631 Improvements Other Than Bldgs.	469.36
			60110 6631 Improvements Other Than Bldgs.	3,587.90
			61225 7200 Job Contractual	2,667.48
			61827 7200 Job Contractual	1,041.81
			61827 7200 Job Contractual	5,077.46
			61830 7200 Job Contractual	1,557.61
			61831 7200 Job Contractual	1,567.36
			61832 7200 Job Contractual	1,621.42
Vendor Total		26,619.76		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		771,104.54		
ESKEL/PORTER CONSULTING, INC.				
10/26/2009	198392	2,145.00		
			32010 6255 Other Profess. Services	2,145.00
Vendor Total		2,145.00		
FYTD for ESKEL/PORTER CONSULTING, INC.		2,145.00		
ESTERS, ALIYA ASHLIE OR CORLEAN SUZZETT				
10/12/2009	198125	54.50		
			0100 4225 Parking Control Fees	54.50
Vendor Total		54.50		
FYTD for ESTERS, ALIYA ASHLIE OR CORLEAN SUZZETT		54.50		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EVANS ENGRAVING & AWARDS				
10/5/2009	197959	10.88		
			53110 6331 333 Badges, Name Plates	10.88
10/12/2009	198126	16.32		
			62110 6331 333 Badges, Name Plates	16.32
10/19/2009	198264	10.88		
			13110 6331 333 Badges, Name Plates	10.88
Vendor Total		38.08		
FYTD for EVANS ENGRAVING & AWARDS		1,076.65		
EWING IRRIGATION PRODUCTS, INC.				
10/5/2009	197960	79.75		
			18410 6361 362 Grounds supplies	79.75
10/12/2009	198127	56.26		
			76210 6371 Op. Mat'l./Suppl. - Improvemnt	56.26
10/26/2009	198393	48.35		
			76210 6371 Op. Mat'l./Suppl. - Improvemnt	48.35
Vendor Total		184.36		
FYTD for EWING IRRIGATION PRODUCTS, INC.		11,682.08		
EXCEL LANDSCAPE, INC				
10/19/2009	198265	7,350.07		
			52210 6261 M & R Bldg. & Ground	3,889.00
			78286 6261 M & R Bldg. & Ground	3,461.07
Vendor Total		7,350.07		
FYTD for EXCEL LANDSCAPE, INC		124,208.32		
FALCON FUELS				
10/12/2009	198128	10,067.97		
			75510 6381 Op. Mat'l./Suppl. - Equipment	4,128.38
			75510 6381 Op. Mat'l./Suppl. - Equipment	5,939.59
Vendor Total		10,067.97		
FYTD for FALCON FUELS		81,897.56		
FEENSTRA, JOHN				
10/5/2009	197961	361.25		
			99110 6144 Employee Insurance	361.25
Vendor Total		361.25		
FYTD for FEENSTRA, JOHN		1,445.00		



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FILARSKY & WATT, LLP				
10/19/2009	198266	234.00		
			24110 6256 Legal Services	234.00
Vendor Total		234.00		
FYTD for FILARSKY & WATT, LLP		5,408.00		
FIRST CHOICE SERVICES				
10/5/2009	197962	532.65		
			75411 6361 364 Coffee, Kitchen Supplies	59.40
			75411 6361 364 Coffee, Kitchen Supplies	189.10
			75411 6361 364 Coffee, Kitchen Supplies	105.70
			75411 6361 364 Coffee, Kitchen Supplies	178.45
10/12/2009	198129	82.97		
			75412 6361 364 Coffee, Kitchen Supplies	82.97
Vendor Total		615.62		
FYTD for FIRST CHOICE SERVICES		3,103.93		
FITNESS 19 CA 155 11C				
10/26/2009	198394	304.00		
			010 2175 Gym Membership Deduction	304.00
Vendor Total		304.00		
FYTD for FITNESS 19 CA 155 11C		1,207.00		
FLICKINGER, BONNIE				
10/12/2009	198130	167.80		
			11110 6226 004 District 4 - Discretionary	167.80
Vendor Total		167.80		
FYTD for FLICKINGER, BONNIE		167.80		
FRANCE PUBLICATIONS, INC. DBA SHOPPING				
10/5/2009	197963	3,000.00		
			21110 6235 Public Relations/Promo	3,000.00
Vendor Total		3,000.00		
FYTD for FRANCE PUBLICATIONS, INC. DBA SHOPPING		3,000.00		



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FRANCHISE TAX BOARD				
10/12/2009	198131	50.00	010 2126 Payroll Garnishments	50.00
10/26/2009	198395	4.25	010 2126 Payroll Garnishments	4.25
10/26/2009	198396	462.64	010 2126 Payroll Garnishments	50.00
			010 2126 Payroll Garnishments	412.64
10/28/2009	198482	65.00	31210 6251 251 Other Agency Serv. State	65.00
Vendor Total		581.89		
FYTD for FRANCHISE TAX BOARD		1,242.95		
FRANKLIN, L. C.				
10/12/2009	198132	363.00	72110 6221 Training & Travel	223.30
			72110 6221 Training & Travel	139.70
Vendor Total		363.00		
FYTD for FRANKLIN, L. C.		363.00		
FULBRIGHT & JAWORSKI, L.L.P.				
10/5/2009	197964	2,466.30	60110 6256 Legal Services	2,466.30
Vendor Total		2,466.30		
FYTD for FULBRIGHT & JAWORSKI, L.L.P.		85,557.34		
FULTON, DWAYNE				
10/5/2009	197965	31.35	0100 4259 False Alarm Fees	31.35
Vendor Total		31.35		
FYTD for FULTON, DWAYNE		31.35		
GALE GROUP, THE				
10/26/2009	198397	493.58	21310 6351 Books, Records, Films, Videos	58.64
			21310 6351 Books, Records, Films, Videos	78.19
			21310 6351 Books, Records, Films, Videos	163.72
			21310 6351 Books, Records, Films, Videos	114.02
			21310 6351 Books, Records, Films, Videos	79.01
Vendor Total		493.58		
FYTD for GALE GROUP, THE		493.58		



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GALLS INC., INLAND UNIFORM				
10/12/2009	198133	680.66		
			62310 6331 332 Uniforms/ Purch. & Replacement	639.36
			75436 6331 332 Uniforms/ Purch. & Replacement	41.30
10/26/2009	198398	163.34		
			62610 6331 332 Uniforms/ Purch. & Replacement	163.34
Vendor Total		844.00		
FYTD for GALLS INC., INLAND UNIFORM		3,047.95		
GARCIA, JOSE J.				
10/12/2009	198134	20.00		
			359 2210 Deposits-Animal Services	20.00
Vendor Total		20.00		
FYTD for GARCIA, JOSE J.		20.00		
GASTON, RICHARD				
10/5/2009	197966	637.46		
			99110 6144 Employee Insurance	637.46
Vendor Total		637.46		
FYTD for GASTON, RICHARD		1,274.92		



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GENERAL SECURITY SERVICES, INC.						
10/5/2009	197967	92.04	161	2205	Deposits Held	92.04
10/12/2009	198135	1,349.92	161	2205	Deposits Held	122.72
			161	2205	Deposits Held	184.08
			161	2205	Deposits Held	76.70
			161	2205	Deposits Held	107.38
			75436	6255	Other Profess. Services	122.72
			75436	6255	Other Profess. Services	122.72
			76510	6291 293	Other Contractual - Other	306.80
			76510	6291 293	Other Contractual - Other	306.80
10/19/2009	198267	2,116.92	161	2205	Deposits Held	122.72
			161	2205	Deposits Held	291.46
			161	2205	Deposits Held	138.06
			161	2205	Deposits Held	76.70
			60110	6291 293	Other Contractual - Other	276.12
			75436	6255	Other Profess. Services	122.72
			75436	6255	Other Profess. Services	122.72
			75436	6255	Other Profess. Services	122.72
			76510	6291 293	Other Contractual - Other	230.10
			76510	6291 293	Other Contractual - Other	306.80
			76510	6291 293	Other Contractual - Other	306.80
Vendor Total		3,558.88				
FYTD for GENERAL SECURITY SERVICES, INC.		23,067.61				
GENESIS CHRISTIAN FELLOWSHIP						
10/19/2009	198268	75.00	161	2004	A/P - Parks & Recreation	75.00
Vendor Total		75.00				
FYTD for GENESIS CHRISTIAN FELLOWSHIP		75.00				
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP						
10/5/2009	197968	13,721.76	22110	6256	Legal Services	13,721.76
10/12/2009	198136	2,839.44	65325	7500	Job Misc.	2,839.44
10/19/2009	198269	307.85	82025	7500	Job Misc.	307.85
Vendor Total		16,869.05				
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		81,265.70				



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GILES, GREG				
10/5/2009	197969	850.00	16213 6255 Other Profess. Services	850.00
10/12/2009	198137	935.00	16213 6255 Other Profess. Services	935.00
10/19/2009	198270	1,445.00	16213 6255 Other Profess. Services	1,445.00
10/26/2009	198399	1,870.00	16213 6255 Other Profess. Services	1,870.00
Vendor Total		5,100.00		
FYTD for GILES, GREG		7,607.50		
GORM INC.				
10/5/2009	197970	1,753.72	76210 6361 361 Janitorial/Housekeeping suppl.	1,753.72
Vendor Total		1,753.72		
FYTD for GORM INC.		1,753.72		
GOZDECKI, DAN				
10/26/2009	198400	567.00	76510 6291 293 Other Contractual - Other	216.00
			76510 6291 293 Other Contractual - Other	351.00
Vendor Total		567.00		
FYTD for GOZDECKI, DAN		2,376.00		
GRANITE CAPITOL				
10/19/2009	198271	7,810.83	359 2202 Deposits Held- Planning	75.09
			359 2202 Deposits Held- Planning	58.42
			359 2202 Deposits Held- Planning	594.92
			0110 4267 Planning Fees	7,082.40
Vendor Total		7,810.83		
FYTD for GRANITE CAPITOL		7,810.83		
GRAPHIC SOLUTIONS LTD.				
10/26/2009	198401	145.00	82125 7200 Job Contractual	145.00
Vendor Total		145.00		
FYTD for GRAPHIC SOLUTIONS LTD.		3,426.25		



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GREINES, MARTIN, STEIN & RICHLAND, LLP				
10/5/2009	197971	0.00		
			74110 6256 Legal Services	7,319.93
			74110 6256 Legal Services	-7,319.93
10/12/2009	198138	5,744.76		
			74110 6256 Legal Services	5,744.76
Vendor Total		5,744.76		
FYTD for GREINES, MARTIN, STEIN & RICHLAND, LLP		17,072.66		
GRIFFIN, MARLENE C				
10/5/2009	197972	303.60		
			74110 6144 Employee Insurance	303.60
Vendor Total		303.60		
FYTD for GRIFFIN, MARLENE C		1,214.40		
GUAJARDO, SHARON				
10/12/2009	198139	0.00		
			359 2210 Deposits-Animal Services	50.00
			359 2210 Deposits-Animal Services	-50.00
Vendor Total		0.00		
FYTD for GUAJARDO, SHARON		0.00		
GUIDA SURVEYING, INC.				
10/26/2009	198402	19,862.50		
			79728 7200 Job Contractual	19,862.50
Vendor Total		19,862.50		
FYTD for GUIDA SURVEYING, INC.		34,691.20		
GUILLIS, LINDA B.				
10/5/2009	197973	318.73		
			99110 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for GUILLIS, LINDA B.		1,274.92		
GUZMAN'S CART SERVICE				
10/19/2009	198272	4,049.00		
			45310 6295 Shopping Cart Removal	4,049.00
Vendor Total		4,049.00		
FYTD for GUZMAN'S CART SERVICE		16,196.00		



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HAISTY, XIU HUA				
10/12/2009	198140	150.00	76510 6291 293 Other Contractual - Other	150.00
Vendor Total		150.00		
FYTD for HAISTY, XIU HUA		210.00		
HAMLIN, WILLIAM R.				
10/5/2009	197974	315.49	99110 6144 Employee Insurance	315.49
Vendor Total		315.49		
FYTD for HAMLIN, WILLIAM R.		1,268.44		
HANES, MARTIN D.				
10/5/2009	197975	318.73	75510 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for HANES, MARTIN D.		1,274.92		
HANIGAN BUSINESS FORMS				
10/12/2009	198141	945.26	45410 6313 Printed Supply	945.26
Vendor Total		945.26		
FYTD for HANIGAN BUSINESS FORMS		945.26		
HARDING, JOHN S.				
10/5/2009	197976	318.73	32110 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for HARDING, JOHN S.		1,274.92		
HARO, JESUS / PONCE, REBECA				
10/12/2009	198142	100.00	0100 4225 Parking Control Fees	100.00
Vendor Total		100.00		
FYTD for HARO, JESUS / PONCE, REBECA		100.00		
HARRIS & ASSOCIATES, INC.				
10/19/2009	198273	17,015.04	82125 7200 Job Contractual	17,015.04
Vendor Total		17,015.04		
FYTD for HARRIS & ASSOCIATES, INC.		138,275.36		



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HATFIELD, CHARLES				
10/5/2009	197977	318.73		
			55130 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for HATFIELD, CHARLES		1,274.92		
HDL COREN & CONE				
10/19/2009	198274	1,912.41		
			31410 6255 Other Profess. Services	210.37
			91110 6255 Other Profess. Services	1,702.04
Vendor Total		1,912.41		
FYTD for HDL COREN & CONE		6,299.91		
HDL/HINDERLITER DE LLAMAS & ASSOCIATES				
10/19/2009	198275	2,953.63		
			0100 4121 10 Sales Tax - General	2,053.63
			31410 6255 Other Profess. Services	900.00
Vendor Total		2,953.63		
FYTD for HDL/HINDERLITER DE LLAMAS & ASSOCIATES		6,767.14		
HEFFLEY, ROSS W.				
10/5/2009	197978	318.73		
			99110 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for HEFFLEY, ROSS W.		1,274.92		
HENKENIUS, LINDSEY				
10/26/2009	198404	1,224.00		
			76510 6291 293 Other Contractual - Other	249.00
			76510 6291 293- Other Contractual - Other	975.00
Vendor Total		1,224.00		
FYTD for HENKENIUS, LINDSEY		2,901.00		
HERRERA, LETICIA				
10/12/2009	198143	66.72		
			011 2509 Due to State Bldg Stndrds Comm	0.90
			0110 4311 Building Permits	65.72
			0110 4592 Admin Fees - SB1473	0.10
Vendor Total		66.72		
FYTD for HERRERA, LETICIA		66.72		



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HERRERA, STEVE				
10/12/2009	198144	95.00		
			359 2210 Deposits-Animal Services	20.00
			359 2210 Deposits-Animal Services	75.00
Vendor Total		95.00		
FYTD for HERRERA, STEVE		95.00		
HERRICK, ROBERT D.				
10/5/2009	197979	318.73		
			99110 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for HERRICK, ROBERT D.		1,274.92		
HESLIN, MICHAEL K.				
10/5/2009	197980	121.00		
			32510 6221 Training & Travel	121.00
Vendor Total		121.00		
FYTD for HESLIN, MICHAEL K.		568.70		
HIGGS, DEBRA				
10/26/2009	198405	144.00		
			76510 6291 293 Other Contractual - Other	144.00
Vendor Total		144.00		
FYTD for HIGGS, DEBRA		432.00		
HONEYWELL INTERNATIONAL				
10/26/2009	198406	876.40		
			75424 6271 M & R Improvement	53.90
			75424 6271 M & R Improvement	493.50
			75424 6271 M & R Improvement	329.00
Vendor Total		876.40		
FYTD for HONEYWELL INTERNATIONAL		876.40		
HOUSER, EDITH E.				
10/5/2009	197981	318.73		
			99110 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for HOUSER, EDITH E.		1,274.92		
IAC ENGINEERING, INC.				
10/12/2009	198145	12,041.53		
			501 2022 Retentions Payable	12,041.53
Vendor Total		12,041.53		
FYTD for IAC ENGINEERING, INC.		12,041.53		



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ICMA RETIREMENT CORP 457				
10/9/2009	2506	10,935.49		
			010 2128 Deferred Compensation - ICMA	10,935.49
10/23/2009	2514	10,935.49		
			010 2128 Deferred Compensation - ICMA	10,935.49
Vendor Total		21,870.98		
FYTD for ICMA RETIREMENT CORP 457		90,326.17		
ICSC-INT'L. COUNCIL OF SHOPPING CENTERS				
10/12/2009	198146	3,308.62		
			21110 6235 Public Relations/Promo	3,308.62
Vendor Total		3,308.62		
FYTD for ICSC-INT'L. COUNCIL OF SHOPPING CENTERS		3,308.62		
ING USA ANNUITY & LIFE INSURANCE CO.				
10/12/2009	198147	475.00		
			010 2166 Annuity -Nonexempt (ING)	475.00
Vendor Total		475.00		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.		1,900.00		
INLAND CONTRACTORS, INC./DBA:ENVIRO-TEST				
10/12/2009	198148	465.00		
			45310 6293 Nuisance Abatement	232.00
			45310 6293 Nuisance Abatement	233.00
Vendor Total		465.00		
FYTD for INLAND CONTRACTORS, INC./DBA:ENVIRO-TEST		5,262.06		
INLAND EMPIRE MAGAZINE				
10/26/2009	198407	1,295.00		
			76530 6231 Advertising	1,295.00
Vendor Total		1,295.00		
FYTD for INLAND EMPIRE MAGAZINE		1,295.00		
INLAND EMPIRE PROPERTY SERVICE, INC				
10/19/2009	198276	1,693.00		
			18410 6293 Nuisance Abatement	893.00
			18410 6293 Nuisance Abatement	800.00
Vendor Total		1,693.00		
FYTD for INLAND EMPIRE PROPERTY SERVICE, INC		60,415.33		



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INSIDE PLANTS, INC.				
10/19/2009	198277	316.00	76530 6291 293 Other Contractual - Other	316.00
Vendor Total		316.00		
FYTD for INSIDE PLANTS, INC.		1,264.00		
INTERNAL REVENUE SERVICE				
10/1/2009	2498	2,000.00	010 2122 Medicare Payable	2,000.00
10/7/2009	2500	3,531.60	010 2116 Federal Withholding Taxes	3,531.60
Vendor Total		5,531.60		
FYTD for INTERNAL REVENUE SERVICE		1,282,387.51		
IRON MOUNTAIN OFF-SITE DATA PROTECTION				
10/5/2009	197982	1,181.82	32110 6255 Other Profess. Services	1,181.82
Vendor Total		1,181.82		
FYTD for IRON MOUNTAIN OFF-SITE DATA PROTECTION		4,592.22		
ISS SWEEPING, INC.				
10/19/2009	198278	2,265.70	52610 6291 293 Other Contractual - Other	1,545.70
			52610 6291 293 Other Contractual - Other	720.00
Vendor Total		2,265.70		
FYTD for ISS SWEEPING, INC.		9,776.20		
J.D.H. CONTRACTING				
10/19/2009	198279	575.00	66422 7200 Job Contractual	575.00
10/26/2009	198408	23,443.00	66422 7200 Job Contractual	23,443.00
Vendor Total		24,018.00		
FYTD for J.D.H. CONTRACTING		35,510.84		
JANNEY & JANNEY ATTORNEY SVCS, INC.				
10/19/2009	198280	220.00	22110 6321 323 Delivery Service	150.00
			22110 6321 323 Delivery Service	70.00
Vendor Total		220.00		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.		850.00		



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JDEDGE SOFTWARE, LLC				
10/19/2009	198281	9,454.24		
			32010 6255 Other Profess. Services	8,134.44
			32010 6258 Software Maint./Support/Lic.	1,319.80
Vendor Total		9,454.24		
FYTD for JDEDGE SOFTWARE, LLC		11,706.74		
JIMENEZ, LAUNA L.				
10/26/2009	198409	42.00		
			13616 6221 Training & Travel	42.00
Vendor Total		42.00		
FYTD for JIMENEZ, LAUNA L.		42.00		
JIMENEZ, SUZANN				
10/26/2009	198410	31.00		
			0100 4411 Animal Licenses	31.00
Vendor Total		31.00		
FYTD for JIMENEZ, SUZANN		31.00		
JOHNSON, DELIA				
10/12/2009	198149	36.00		
			76510 6291 293 Other Contractual - Other	36.00
Vendor Total		36.00		
FYTD for JOHNSON, DELIA		126.00		
JOHNSON, LINDA				
10/12/2009	198150	20.00		
			359 2210 Deposits-Animal Services	20.00
Vendor Total		20.00		
FYTD for JOHNSON, LINDA		20.00		
JONES, SUSAN				
10/5/2009	197983	318.73		
			99110 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for JONES, SUSAN		1,274.92		
JTB SUPPLY CO., INC.				
10/19/2009	198282	1,373.51		
			53310 6371 Op. Mat'l./Suppl. - Improvemnt	1,373.51
Vendor Total		1,373.51		
FYTD for JTB SUPPLY CO., INC.		10,998.28		



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KDM MERIDIAN, INC.				
10/5/2009	197984	5,432.50		
			82125 7200 Job Contractual	3,740.00
			83227 7200 Job Contractual	1,692.50
10/12/2009	198151	3,202.50		
			83127 7200 Job Contractual	3,202.50
10/19/2009	198283	8,410.00		
			82125 7200 Job Contractual	8,410.00
10/26/2009	198411	12,550.00		
			82125 7200 Job Contractual	12,550.00
Vendor Total		29,595.00		

FYTD for KDM MERIDIAN, INC.	43,707.50
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KING AUTO REPAIR				
10/5/2009	197985	155.96		
			0100 4259 False Alarm Fees	28.00
			0100 4259 False Alarm Fees	30.00
			0100 4259 False Alarm Fees	32.55
			0100 4259 False Alarm Fees	30.00
			0100 4259 False Alarm Fees	35.41
Vendor Total		155.96		

FYTD for KING AUTO REPAIR	155.96
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KING, PATRICIA A.				
10/5/2009	197986	318.73		
			51710 6144 Employee Insurance	318.73
Vendor Total		318.73		

FYTD for KING, PATRICIA A.	1,274.92
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KOA CORPORATION				
10/5/2009	197987	7,966.16		
			66722 7200 Job Contractual	570.00
			78626 7200 Job Contractual	7,396.16
Vendor Total		7,966.16		

FYTD for KOA CORPORATION	101,108.02
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KOLB, CHARLES E.				
10/5/2009	197988	318.73		
			55130 6144 Employee Insurance	318.73
Vendor Total		318.73		

FYTD for KOLB, CHARLES E.	1,274.92
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KRAPER, TARA				
10/12/2009	198152	70.00		
			359 2210 Deposits-Animal Services	20.00
			0100 4221 Animal ServicesFees	10.00
			0100 4221 Animal ServicesFees	10.00
			0100 4512 A/C Non-Tax Sales (Adoptions)	30.00
Vendor Total		70.00		
FYTD for KRAPER, TARA		70.00		
KUPSAK, STEVE				
10/5/2009	197989	1,500.00		
			24110 6225 Employee Education Reim.	1,500.00
Vendor Total		1,500.00		
FYTD for KUPSAK, STEVE		1,500.00		
KYLE, GARY M.				
10/5/2009	197990	318.73		
			99110 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for KYLE, GARY M.		1,274.92		
LAFATA, JOSEPHINE				
10/5/2009	197991	315.49		
			73110 6144 Employee Insurance	315.49
Vendor Total		315.49		
FYTD for LAFATA, JOSEPHINE		1,265.20		
LAZARUS, MARGERY A.				
10/12/2009	198153	127.60		
			70024 7500 Job Misc.	57.75
			89720 7500 Job Misc.	57.75
			91726 7500 Job Misc.	12.10
Vendor Total		127.60		
FYTD for LAZARUS, MARGERY A.		127.60		
LEE, CHERYL LYNN				
10/12/2009	198154	50.00		
			0100 4225 Parking Control Fees	50.00
Vendor Total		50.00		
FYTD for LEE, CHERYL LYNN		50.00		



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LEIGHTON CONSULTING, INC.				
10/5/2009	197992	4,936.50	82725 7200 Job Contractual	4,936.50
10/26/2009	198412	7,013.00	82725 7200 Job Contractual	7,013.00
Vendor Total		11,949.50		
FYTD for LEIGHTON CONSULTING, INC.		33,671.14		
LEOTA, PELESA				
10/12/2009	198155	300.00	161 2004 A/P - Parks & Recreation	300.00
Vendor Total		300.00		
FYTD for LEOTA, PELESA		300.00		
LEWIS, CAROLYN S.				
10/5/2009	197993	315.49	99110 6144 Employee Insurance	315.49
Vendor Total		315.49		
FYTD for LEWIS, CAROLYN S.		1,261.96		
LEXISNEXIS				
10/26/2009	198413	1,559.00	13110 6351 Books, Records, Films, Videos	288.86
			22110 6351 Books, Records, Films, Videos	1,270.14
Vendor Total		1,559.00		
FYTD for LEXISNEXIS		6,236.00		
LIEBERT, CASSIDY, WHITMORE				
10/5/2009	197994	175.00	12110 6221 Training & Travel	35.00
			24110 6221 Training & Travel	35.00
			75410 6221 Training & Travel	35.00
			76210 6221 Training & Travel	35.00
			91110 6221 Training & Travel	35.00
Vendor Total		175.00		
FYTD for LIEBERT, CASSIDY, WHITMORE		3,029.00		
LIM & NASCIMENTO ENGINEERING CORP.				
10/19/2009	198284	10,220.41	70125 7200 Job Contractual	10,220.41
Vendor Total		10,220.41		
FYTD for LIM & NASCIMENTO ENGINEERING CORP.		237,247.05		



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LOGAN, CHARLES				
10/5/2009	197995	389.35	99110 6144 Employee Insurance	389.35
Vendor Total		389.35		
FYTD for LOGAN, CHARLES		1,133.68		
LOPEZ, JOEL				
10/19/2009	198285	375.00	76105 6291 293 Other Contractual - Other	375.00
Vendor Total		375.00		
FYTD for LOPEZ, JOEL		375.00		
LOPEZ, OSCAR				
10/12/2009	198156	95.00	0100 4513 Ani. Control Forfeited Deposit	20.00
			0100 4513 Ani. Control Forfeited Deposit	75.00
Vendor Total		95.00		
FYTD for LOPEZ, OSCAR		95.00		
LOPEZ, TINA				
10/5/2009	197996	38.63	010 1084 A/R - False Alarm	30.00
			0100 4259 False Alarm Fees	8.63
Vendor Total		38.63		
FYTD for LOPEZ, TINA		38.63		
LOR GEOTECHNICAL GROUP, INC.				
10/5/2009	197997	997.50	79126 7200 Job Contractual	112.50
			83227 7200 Job Contractual	885.00
10/19/2009	198286	12,900.00	82125 7200 Job Contractual	1,450.00
			82125 7200 Job Contractual	9,394.00
			82125 7200 Job Contractual	2,056.00
10/26/2009	198414	6,557.50	79126 7200 Job Contractual	637.50
			82125 7200 Job Contractual	1,742.00
			82125 7200 Job Contractual	2,998.00
			83227 7200 Job Contractual	1,180.00
Vendor Total		20,455.00		
FYTD for LOR GEOTECHNICAL GROUP, INC.		37,210.00		



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LOZANO, ESTHER				
10/19/2009	198287	350.00	161 2004 A/P - Parks & Recreation	350.00
Vendor Total		350.00		
FYTD for LOZANO, ESTHER		350.00		
LUMLEY, ROBERT C.				
10/5/2009	197998	318.73	76010 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for LUMLEY, ROBERT C.		1,274.92		
LUNA, MIRABELLA				
10/5/2009	197999	50.00	359 2210 Deposits-Animal Services	50.00
Vendor Total		50.00		
FYTD for LUNA, MIRABELLA		50.00		
MARCH JOINT POWERS AUTHORITY				
10/26/2009	198415	2.10	76105 6211 Utilities	1.71
			76105 6211 Utilities	0.39
Vendor Total		2.10		
FYTD for MARCH JOINT POWERS AUTHORITY		19.62		
MARTIAL ARTS INTERNATIONAL, USKO				
10/26/2009	198416	224.00	76105 6291 293 Other Contractual - Other	168.00
			76105 6291 293 Other Contractual - Other	56.00
Vendor Total		224.00		
FYTD for MARTIAL ARTS INTERNATIONAL, USKO		280.00		
MATHIS, NOLAN				
10/5/2009	198000	288.60	75510 6144 Employee Insurance	288.60
Vendor Total		288.60		
FYTD for MATHIS, NOLAN		1,154.40		
MAXINOSKI, SUE A.				
10/5/2009	198001	318.73	51710 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for MAXINOSKI, SUE A.		1,274.92		



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MAYER HOFFMAN MCCANN P.C.				
10/19/2009	198288	15,799.00	31210 6253 Audit Services	15,799.00
Vendor Total		15,799.00		
FYTD for MAYER HOFFMAN MCCANN P.C.		15,799.00		
MCCARTHY & BERLIN, LLP				
10/12/2009	198157	5,870.93	60110 6256 Legal Services	5,870.93
Vendor Total		5,870.93		
FYTD for MCCARTHY & BERLIN, LLP		20,801.53		
MCDONOUGH, HOLLAND & ALLEN				
10/12/2009	198158	12,875.90	91110 6256 Legal Services	12,875.90
Vendor Total		12,875.90		
FYTD for MCDONOUGH, HOLLAND & ALLEN		66,952.91		
MCI				
10/26/2009	198417	1,036.15	32110 6215 219 Backbone Communications	1,036.15
Vendor Total		1,036.15		
FYTD for MCI		6,219.70		
MCI WORLDCOM				
10/26/2009	198418	1,042.03	32210 6215 215 Communications - Telephone	1,042.03
Vendor Total		1,042.03		
FYTD for MCI WORLDCOM		4,133.04		
MEDINA, MARIO				
10/5/2009	198003	116.37	0110 4311 Building Permits	116.37
Vendor Total		116.37		
FYTD for MEDINA, MARIO		116.37		
MENGISTU, YESHIALEM				
10/26/2009	198419	158.40	72110 6221 Training & Travel	158.40
Vendor Total		158.40		
FYTD for MENGISTU, YESHIALEM		332.75		



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MESSIN, LOUIS				
10/5/2009	198004	318.73	78210 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for MESSIN, LOUIS		1,274.92		
MEYERS, ROBERT				
10/26/2009	198420	294.00	76105 6291 293 Other Contractual - Other	189.00
			76105 6291 293 Other Contractual - Other	105.00
Vendor Total		294.00		
FYTD for MEYERS, ROBERT		1,134.00		
MGT OF AMERICA, INC.				
10/19/2009	198289	3,000.00	31410 6255 Other Profess. Services	3,000.00
Vendor Total		3,000.00		
FYTD for MGT OF AMERICA, INC.		6,000.00		
MILES, ROBERT				
10/5/2009	198005	240.44	75910 6144 Employee Insurance	240.44
Vendor Total		240.44		
FYTD for MILES, ROBERT		961.76		
MINARD, MARK E.				
10/5/2009	198006	287.02	99110 6144 Employee Insurance	287.02
Vendor Total		287.02		
FYTD for MINARD, MARK E.		1,179.79		
MIRACLE RECREATION EQUIPMENT				
10/5/2009	198007	332.16	18410 6371 Op. Mat'l./Suppl. - Improvemnt	332.16
10/19/2009	198290	706.06	76210 6371 Op. Mat'l./Suppl. - Improvemnt	706.06
Vendor Total		1,038.22		
FYTD for MIRACLE RECREATION EQUIPMENT		1,182.49		



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MISSION LINEN SUPPLY, INC.				
10/26/2009	198423	1,372.68		
		18410 6245	Janitorial/Housekeeping	8.99
		18410 6245	Janitorial/Housekeeping	8.99
		18410 6245	Janitorial/Housekeeping	8.99
		18410 6245	Janitorial/Housekeeping	8.99
		31510 6245	Janitorial/Housekeeping	4.08
		31510 6245	Janitorial/Housekeeping	4.08
		31510 6245	Janitorial/Housekeeping	4.08
		31510 6245	Janitorial/Housekeeping	4.08
		52610 6245	Janitorial/Housekeeping	10.25
		52610 6245	Janitorial/Housekeeping	10.25
		52610 6245	Janitorial/Housekeeping	10.25
		52610 6245	Janitorial/Housekeeping	10.25
		52810 6245	Janitorial/Housekeeping	8.99
		52810 6245	Janitorial/Housekeeping	8.99
		52810 6245	Janitorial/Housekeeping	8.99
		52810 6245	Janitorial/Housekeeping	8.99
		53310 6245	Janitorial/Housekeeping	18.52
		53310 6245	Janitorial/Housekeeping	18.52
		53310 6245	Janitorial/Housekeeping	18.52
		53310 6245	Janitorial/Housekeeping	18.52
		55130 6245	Janitorial/Housekeeping	50.77
		55130 6245	Janitorial/Housekeeping	53.00
		55130 6245	Janitorial/Housekeeping	50.77
		55130 6245	Janitorial/Housekeeping	52.60
		55230 6245	Janitorial/Housekeeping	14.09
		55230 6245	Janitorial/Housekeeping	13.68
		55230 6245	Janitorial/Housekeeping	14.09
		55230 6245	Janitorial/Housekeeping	13.48
		55430 6245	Janitorial/Housekeeping	25.98
		55430 6245	Janitorial/Housekeeping	25.98
		55430 6245	Janitorial/Housekeeping	25.98
		55430 6245	Janitorial/Housekeeping	25.98
		55830 6245	Janitorial/Housekeeping	13.48
		55830 6245	Janitorial/Housekeeping	13.48
		55830 6245	Janitorial/Housekeeping	13.48
		55830 6245	Janitorial/Housekeeping	13.48
		56730 6245	Janitorial/Housekeeping	17.98
		56730 6245	Janitorial/Housekeeping	17.98
		56730 6245	Janitorial/Housekeeping	17.98
		56730 6245	Janitorial/Housekeeping	17.98
		75410 6245	Janitorial/Housekeeping	31.23
		75410 6245	Janitorial/Housekeeping	31.23
		75410 6245	Janitorial/Housekeeping	31.23
		75410 6245	Janitorial/Housekeeping	31.23
		75510 6245	Janitorial/Housekeeping	52.96
		75510 6245	Janitorial/Housekeeping	52.96
		75510 6245	Janitorial/Housekeeping	52.96



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
		75510 6245	Janitorial/Housekeeping	25.40
		76210 6245	Janitorial/Housekeeping	82.34
		76210 6245	Janitorial/Housekeeping	82.34
		76210 6245	Janitorial/Housekeeping	82.34
		76210 6245	Janitorial/Housekeeping	82.34
		76410 6245	Janitorial/Housekeeping	9.64
		76410 6245	Janitorial/Housekeeping	9.64
		76410 6245	Janitorial/Housekeeping	9.64
		76410 6245	Janitorial/Housekeeping	9.64
Vendor Total		1,372.68		
FYTD for MISSION LINEN SUPPLY, INC.		6,702.41		
MOLLICA, MIKE				
10/5/2009	198008	401.42		
		99110 6144	Employee Insurance	401.42
Vendor Total		401.42		
FYTD for MOLLICA, MIKE		1,605.68		
MONEY CONTROL, INC				
10/5/2009	198009	50.00		
		0100 4572	Graffiti Restitution	50.00
Vendor Total		50.00		
FYTD for MONEY CONTROL, INC		50.00		
MOORE, CARMEN				
10/12/2009	198159	425.00		
		0100 4225	Parking Control Fees	425.00
Vendor Total		425.00		
FYTD for MOORE, CARMEN		425.00		
MORA, PATRICIA A.				
10/5/2009	198010	318.73		
		54130 6144	Employee Insurance	318.73
Vendor Total		318.73		
FYTD for MORA, PATRICIA A.		1,274.92		
MORENO VALLEY BLACK CHAMBER OF COMMERCE				
10/12/2009	198160	1,375.00		
		21110 6255	Other Profess. Services	1,375.00
Vendor Total		1,375.00		
FYTD for MORENO VALLEY BLACK CHAMBER OF COMMERCE		2,750.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY CHAMBER OF COMMERCE				
10/12/2009	198161	150.00		
			11110 6226 001 District 1 - Discretionary	15.00
			11110 6226 005 District 5 - Discretionary	15.00
			12110 6221 Training & Travel	15.00
			12110 6221 Training & Travel	15.00
			12110 6221 Training & Travel	15.00
			21110 6235 Public Relations/Promo	15.00
			23510 6221 Training & Travel	15.00
			24110 6221 Training & Travel	15.00
			31110 6221 Training & Travel	15.00
			62110 6221 Training & Travel	15.00
10/12/2009	198162	520.00		
			12110 6221 Training & Travel	130.00
			13110 6221 Training & Travel	65.00
			21110 6221 Training & Travel	65.00
			24110 6221 Training & Travel	65.00
			41110 6221 Training & Travel	65.00
			62110 6221 Training & Travel	65.00
			75910 6221 Training & Travel	65.00
10/26/2009	198424	6,000.00		
			21110 6255 Other Profess. Services	6,000.00
Vendor Total		6,670.00		
FYTD for MORENO VALLEY CHAMBER OF COMMERCE		14,110.00		
MORENO VALLEY CHRISTIAN ASSEMBLY				
10/12/2009	198163	100.00		
			161 2205 Deposits Held	100.00
Vendor Total		100.00		
FYTD for MORENO VALLEY CHRISTIAN ASSEMBLY		100.00		
MORENO VALLEY CITY EMPLOYEES ASSOC.				
10/23/2009	2513	1,550.50		
			010 2150 Employee Association Payable	1,550.50
10/9/2009	2505	1,560.00		
			010 2150 Employee Association Payable	1,560.00
Vendor Total		3,110.50		
FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.		14,332.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY GATEWAY, LLC				
10/26/2009	198425	21,093.43		
			51710 6901 Building Rental	13,158.56
			75410 6901 Building Rental	2,458.97
			75423 6901 Building Rental	5,475.90
Vendor Total		21,093.43		
FYTD for MORENO VALLEY GATEWAY, LLC		84,373.72		
MORENO VALLEY UNIFIED SCHOOL DISTRICT				
10/26/2009	198426	72.00		
			77310 6291 293 Other Contractual - Other	72.00
10/26/2009	198427	1,170.00		
			77310 6291 293 Other Contractual - Other	1,170.00
Vendor Total		1,242.00		
FYTD for MORENO VALLEY UNIFIED SCHOOL DISTRICT		1,678.00		
MORENO VALLEY UTILITY				
10/26/2009	198428	146.55		
			60110 6211 Utilities	146.55
Vendor Total		146.55		
FYTD for MORENO VALLEY UTILITY		320,205.57		
MORGAN, LISA A.				
10/5/2009	198011	318.73		
			75410 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for MORGAN, LISA A.		1,274.92		
MUNITEMPS				
10/5/2009	198012	2,323.32		
			18410 6201 Other Personnel Services	1,793.60
			76105 6201 Other Personnel Services	155.30
			76105 6201 Other Personnel Services	343.36
			76105 6201 Other Personnel Services	31.06
Vendor Total		2,323.32		
FYTD for MUNITEMPS		41,648.33		
MURPHY, LIONEL				
10/19/2009	198292	128.00		
			62710 6221 Training & Travel	128.00
Vendor Total		128.00		
FYTD for MURPHY, LIONEL		128.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MUSHINSKIE, PATRICK				
10/19/2009	198293	128.00	62710 6221 Training & Travel	128.00
Vendor Total		128.00		
FYTD for MUSHINSKIE, PATRICK		128.00		
NATIONWIDE RETIREMENT SOLUTIONS				
10/9/2009	2504	22,957.11	010 2160 Deferred Comp. - (Non-ICMA)	22,957.11
10/23/2009	2511	11,223.47	010 2160 Deferred Comp. - (Non-ICMA)	11,223.47
10/23/2009	2512	22,297.43	010 2160 Deferred Comp. - (Non-ICMA)	22,297.43
10/9/2009	2503	10,272.38	010 2160 Deferred Comp. - (Non-ICMA)	10,272.38
Vendor Total		66,750.39		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS		250,830.44		
NELSON PAVING				
10/12/2009	198164	4,786.35	125 2022 Retentions Payable	4,786.35
Vendor Total		4,786.35		
FYTD for NELSON PAVING		9,631.79		
NELSON, ROBERT				
10/5/2009	198013	303.60	99110 6144 Employee Insurance	303.60
Vendor Total		303.60		
FYTD for NELSON, ROBERT		1,214.40		
NELSON, RUTH L.				
10/5/2009	198014	318.73	99110 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for NELSON, RUTH L.		1,274.92		
NEUSTAEDTER, CRAIG S				
10/5/2009	198015	318.73	99110 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for NEUSTAEDTER, CRAIG S		1,274.92		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NEW HORIZON MOBILE HOME PARK				
10/5/2009	198016	11.48		
			0100 4161 Utility User's Tax	5.67
			0100 4161 Utility User's Tax	5.81
Vendor Total		11.48		
FYTD for NEW HORIZON MOBILE HOME PARK		35.57		
NGUYEN, NGOC				
10/5/2009	198017	95.00		
			0100 4513 Ani. Control Forfeited Deposit	20.00
			0100 4513 Ani. Control Forfeited Deposit	75.00
Vendor Total		95.00		
FYTD for NGUYEN, NGOC		95.00		
NIEBURGER, JUDITH A.				
10/5/2009	198018	401.42		
			99110 6144 Employee Insurance	401.42
Vendor Total		401.42		
FYTD for NIEBURGER, JUDITH A.		1,605.68		
NINYO & MOORE GEOTECHNICAL				
10/26/2009	198429	14,465.50		
			82527 7200 Job Contractual	14,465.50
Vendor Total		14,465.50		
FYTD for NINYO & MOORE GEOTECHNICAL		38,556.12		
NORRIS-REPKE, INC.				
10/19/2009	198295	16,830.00		
			82725 7200 Job Contractual	16,830.00
Vendor Total		16,830.00		
FYTD for NORRIS-REPKE, INC.		128,405.00		
OMNIS, INC.				
10/5/2009	198019	480.00		
			66625 7200 Job Contractual	480.00
Vendor Total		480.00		
FYTD for OMNIS, INC.		6,043.04		
OTWELL-WATSON, DIANA				
10/19/2009	198296	75.00		
			359 2210 Deposits-Animal Services	75.00
Vendor Total		75.00		
FYTD for OTWELL-WATSON, DIANA		75.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
OVERLAND PACIFIC & CUTLER, INC.				
10/12/2009	198165	19,587.75	89720 7200 Job Contractual	19,587.75
10/12/2009	198166	6,720.00	91724 7200 Job Contractual	6,720.00
Vendor Total		26,307.75		
FYTD for OVERLAND PACIFIC & CUTLER, INC.		98,174.50		
P&D CONSULTANTS, INC.				
10/12/2009	198167	12,000.00	68628 7200 Job Contractual	12,000.00
Vendor Total		12,000.00		
FYTD for P&D CONSULTANTS, INC.		29,700.00		
P. W. ENHANCEMENT CENTER				
10/28/2009	198483	6,347.33	19610 6291 293 Other Contractual - Other	6,347.33
Vendor Total		6,347.33		
FYTD for P. W. ENHANCEMENT CENTER		32,749.68		
PACIFIC GREEN HORTICULTURAL SVC				
10/5/2009	198020	817.83	78220 6261 M & R Bldg. & Ground	108.51
			78240 6261 M & R Bldg. & Ground	235.54
			78250 6261 M & R Bldg. & Ground	433.49
			78280 6261 M & R Bldg. & Ground	40.29
Vendor Total		817.83		
FYTD for PACIFIC GREEN HORTICULTURAL SVC		5,504.14		
PACIFIC SAFETY COUNCIL				
10/12/2009	198168	9.24	74510 6222 222 City wide train/consultants	9.24
Vendor Total		9.24		
FYTD for PACIFIC SAFETY COUNCIL		3,220.70		
PATTERSON, ALFREY				
10/5/2009	198021	203.66	76210 6144 Employee Insurance	203.66
Vendor Total		203.66		
FYTD for PATTERSON, ALFREY		926.47		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PAULE, GINA				
10/5/2009	198022	20.00	359 2210 Deposits-Animal Services	20.00
10/26/2009	198432	40.00	0100 4221 Animal ServicesFees 0100 4512 A/C Non-Tax Sales (Adoptions)	10.00 30.00
Vendor Total		60.00		
FYTD for PAULE, GINA		110.00		
PAXTON, CHRIS				
10/19/2009	198298	400.00	24110 6228 Prof Dev & Wellness Reimb	400.00
Vendor Total		400.00		
FYTD for PAXTON, CHRIS		400.00		
PBS & J				
10/12/2009	198169	16,123.47	79828 7200 Job Contractual	16,123.47
Vendor Total		16,123.47		
FYTD for PBS & J		21,397.47		
PENTON MEDIA, INC.				
10/12/2009	198170	2,700.00	21110 6235 Public Relations/Promo	2,700.00
Vendor Total		2,700.00		
FYTD for PENTON MEDIA, INC.		2,700.00		
PERRIS VALLEY PRINTING CO.				
10/19/2009	198299	183.79	75710 6313 Printed Supply	183.79
Vendor Total		183.79		
FYTD for PERRIS VALLEY PRINTING CO.		345.83		
PERRY, NORMA				
10/5/2009	198023	318.73	99110 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for PERRY, NORMA		1,274.92		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PERS LONG TERM CARE PROGRAM				
10/12/2009	198171	551.37		
			010 2172 PERS Long-Term Care Payable	551.37
10/26/2009	198433	551.37		
			010 2172 PERS Long-Term Care Payable	551.37
Vendor Total		1,102.74		
FYTD for PERS LONG TERM CARE PROGRAM		5,059.72		
PERVO PAINT CO.				
10/19/2009	198300	4,445.27		
			55430 6371 Op. Mat'l./Suppl. - Improvemnt	4,445.27
Vendor Total		4,445.27		
FYTD for PERVO PAINT CO.		34,170.23		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PETTY CASH - FINANCE				
10/19/2009	198304	1,866.05		
			21110 6221 Training & Travel	30.00
			22110 6221 Training & Travel	6.00
			22110 6221 Training & Travel	4.00
			22110 6221 Training & Travel	8.00
			22110 6221 Training & Travel	4.00
			22110 6221 Training & Travel	21.75
			22110 6221 Training & Travel	9.00
			22110 6221 Training & Travel	8.00
			22110 6221 Training & Travel	1.00
			22110 6221 Training & Travel	4.15
			22110 6221 Training & Travel	54.00
			22110 6221 Training & Travel	6.00
			22110 6221 Training & Travel	2.00
			22110 6221 Training & Travel	2.00
			22110 6221 Training & Travel	4.25
			22110 6321 321 U.S. Mail	14.34
			24110 6221 Training & Travel	15.00
			31110 6221 Training & Travel	21.00
			31110 6221 Training & Travel	21.00
			31110 6221 Training & Travel	21.00
			31110 6221 Training & Travel	21.00
			31210 6221 Training & Travel	21.00
			32110 6358 358 Computers Misc. - Hardware	4.86
			32210 6381 Op. Mat'l/Suppl. - Equipment	6.24
			32510 6221 Training & Travel	5.00
			41210 6221 Training & Travel	81.35
			51110 6221 Training & Travel	4.00
			51110 6311 Office Supplies	4.88
			51710 6221 Training & Travel	18.12
			51710 6221 Training & Travel	25.00
			51710 6221 Training & Travel	25.00
			51710 6221 Training & Travel	25.00
			51710 6221 Training & Travel	25.00
			51710 6221 Training & Travel	11.55
			51710 6221 Training & Travel	27.37
			51710 6221 Training & Travel	25.00
			51710 6221 Training & Travel	25.00
			52410 6221 Training & Travel	80.50
			54130 6221 Training & Travel	63.01
			54130 6221 Training & Travel	4.00
			54130 6221 Training & Travel	24.75
			54130 6221 Training & Travel	13.20
			54130 6221 Training & Travel	35.75
			54130 6221 Training & Travel	21.95
			54130 6221 Training & Travel	4.00
			60110 6221 Training & Travel	93.50
			60110 6221 Training & Travel	96.25



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
	60110 6221		Training & Travel	73.61
	62110 6311		Office Supplies	42.99
	62110 6361 361		Janitorial/Housekeeping suppl.	9.70
	62210 6361 364		Coffee, Kitchen Supplies	14.48
	62410 6221		Training & Travel	30.00
	62410 6391		Other Materials	36.98
	62510 6215 215		Communications - Telephone	40.00
	62510 6215 215		Communications - Telephone	20.00
	62510 6221		Training & Travel	36.29
	62510 6221		Training & Travel	2.96
	62510 6221		Training & Travel	18.75
	62510 6221		Training & Travel	20.00
	62510 6221		Training & Travel	10.00
	62510 6221		Training & Travel	11.32
	62510 6221		Training & Travel	13.05
	62510 6381		Op. Mat'l/Suppl. - Equipment	27.13
	62510 6391		Other Materials	7.48
	63110 6331 331		Small Hand Tools	30.41
	73939 6854		Emplmnt Resource Center (ERC)	92.30
	73939 6854		Emplmnt Resource Center (ERC)	5.31
	75410 6221		Training & Travel	27.67
	78110 6221		Training & Travel	23.65
	78110 6221		Training & Travel	18.15
	78110 6221		Training & Travel	18.15
	78210 6221		Training & Travel	67.65
	78210 6221		Training & Travel	18.15
	89720 7500		Job Misc.	56.10
	91310 6221		Training & Travel	5.00
	91310 6252		Dues & Subscriptions	40.00

Vendor Total 1,866.05

FYTD for PETTY CASH - FINANCE 3,314.03

PIPS TECHNOLOGY, INC.

10/12/2009	198172	2,000.00		
			62588 6641 648 Other Machine/Equipment	2,000.00

Vendor Total 2,000.00

FYTD for PIPS TECHNOLOGY, INC. 76,311.25

PITNEY BOWES

10/5/2009	198024	257.74		
			31510 6291 293 Other Contractual - Other	192.00
			31510 6291 293 Other Contractual - Other	45.00
			31510 6291 293 Other Contractual - Other	20.74

Vendor Total 257.74

FYTD for PITNEY BOWES 515.48



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PLAN TAG, INC.				
10/12/2009	198173	32.50		
			010 2508 Sales Tax Payable	-2.28
			45810 6311 Office Supplies	32.50
			45810 6311 Office Supplies	2.28
Vendor Total		32.50		
FYTD for PLAN TAG, INC.		32.50		
POIEMA LANDSCAPE, INC.				
10/19/2009	198305	2,131.10		
			78287 6261 M & R Bldg. & Ground	2,131.10
Vendor Total		2,131.10		
FYTD for POIEMA LANDSCAPE, INC.		10,777.30		
POWERS, FRED				
10/19/2009	198306	200.00		
			161 2004 A/P - Parks & Recreation	110.00
			161 2004 A/P - Parks & Recreation	90.00
Vendor Total		200.00		
FYTD for POWERS, FRED		200.00		
PRECINCT REPORTER				
10/5/2009	198025	102.00		
			68628 7500 Job Misc.	102.00
10/26/2009	198434	85.00		
			68428 7500 Job Misc.	28.33
			68528 7500 Job Misc.	28.33
			68728 7500 Job Misc.	28.34
Vendor Total		187.00		
FYTD for PRECINCT REPORTER		187.00		
PRESS ENTERPRISE				
10/26/2009	198435	2,583.00		
			72928 7500 Job Misc.	1,291.50
			91727 7500 Job Misc.	1,291.50
Vendor Total		2,583.00		
FYTD for PRESS ENTERPRISE		2,842.00		
PRICE, CHAUNA				
10/12/2009	198174	95.00		
			0100 4513 Ani. Control Forfeited Deposit	75.00
			0100 4513 Ani. Control Forfeited Deposit	20.00
Vendor Total		95.00		
FYTD for PRICE, CHAUNA		156.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PRICE, GEORGE E.				
10/5/2009	198026	318.73		
			75910 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for PRICE, GEORGE E.		1,274.92		
PROTECTION ONE, INC.				
10/19/2009	198307	40.00		
			75416 6271 M & R Improvement	20.00
			75417 6271 M & R Improvement	20.00
Vendor Total		40.00		
FYTD for PROTECTION ONE, INC.		160.00		
PROVIDENCE ASSOCIATES, LLC				
10/26/2009	198436	1,975.45		
			21310 6255 Other Profess. Services	1,975.45
Vendor Total		1,975.45		
FYTD for PROVIDENCE ASSOCIATES, LLC		14,938.47		
PSOMAS				
10/5/2009	198027	9,120.00		
			82725 7200 Job Contractual	9,120.00
10/12/2009	198175	11,249.62		
			79728 7200 Job Contractual	11,249.62
Vendor Total		20,369.62		
FYTD for PSOMAS		84,152.04		
PULLIAM, TRENT D.				
10/5/2009	198028	318.73		
			99110 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for PULLIAM, TRENT D.		1,274.92		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
R & S OVERHEAD DOORS, INC.				
10/12/2009	198176	2,062.00		
		75410 6261	M & R Bldg. & Ground	50.34
		75412 6261	M & R Bldg. & Ground	241.00
		75414 6261	M & R Bldg. & Ground	171.00
		75418 6261	M & R Bldg. & Ground	131.00
		75419 6261	M & R Bldg. & Ground	161.00
		75423 6261	M & R Bldg. & Ground	50.33
		75426 6261	M & R Bldg. & Ground	50.33
		75430 6261	M & R Bldg. & Ground	201.00
		75431 6261	M & R Bldg. & Ground	201.00
		75432 6261	M & R Bldg. & Ground	141.00
		75433 6261	M & R Bldg. & Ground	201.00
		75434 6261	M & R Bldg. & Ground	141.00
		75435 6261	M & R Bldg. & Ground	201.00
		75437 6261	M & R Bldg. & Ground	121.00
Vendor Total		2,062.00		
FYTD for R & S OVERHEAD DOORS, INC.		8,061.00		
R&S RV REPAIR				
10/12/2009	198177	488.95		
		62510 6281	M & R Machine Equip.	315.00
		62510 6381	Op. Mat'l/Suppl. - Equipment	173.95
Vendor Total		488.95		
FYTD for R&S RV REPAIR		488.95		
RANEY, LISA				
10/19/2009	198308	128.00		
		62710 6221	Training & Travel	128.00
Vendor Total		128.00		
FYTD for RANEY, LISA		128.00		
REDFLEX TRAFFIC SYSTEMS, INC.				
10/5/2009	198029	12,420.00		
		53110 6259	Red Light Photo Enf Services	12,420.00
Vendor Total		12,420.00		
FYTD for REDFLEX TRAFFIC SYSTEMS, INC.		49,680.00		
REVENUE EXPERTS, INC.				
10/5/2009	198030	556.05		
		63110 6291 293	Other Contractual - Other	556.05
10/26/2009	198437	984.32		
		63110 6291 293	Other Contractual - Other	984.32
Vendor Total		1,540.37		
FYTD for REVENUE EXPERTS, INC.		27,577.30		



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RIALTO CONSTRUCTION, INC.				
10/12/2009	198178	3,050.10	125 2022 Retentions Payable	3,050.10
Vendor Total		3,050.10		
FYTD for RIALTO CONSTRUCTION, INC.		125,379.35		
RIAZ, RUBINA ZAHED				
10/26/2009	198438	37.99	1310 4213 Library Fees	25.00
			1310 4213 Library Fees	12.99
Vendor Total		37.99		
FYTD for RIAZ, RUBINA ZAHED		37.99		
RICE, LARRY				
10/5/2009	198031	50.00	359 2210 Deposits-Animal Services	50.00
Vendor Total		50.00		
FYTD for RICE, LARRY		50.00		
RIV CO FLOOD CONTROL & WATER CONSERVATN				
10/26/2009	198439	10,000.00	70225 7500 Job Misc.	10,000.00
Vendor Total		10,000.00		
FYTD for RIV CO FLOOD CONTROL & WATER CONSERVATN		19,522.04		
RIVERSIDE COMMUNITY COLLEGE DISTRICT				
10/12/2009	198179	9,491.88	19610 6291 293 Other Contractual - Other	8,435.00
			73939 6838 Youth Job Training	1,056.88
10/19/2009	198309	1,750.00	24110 6222 222 City wide train/consultants	1,750.00
Vendor Total		11,241.88		
FYTD for RIVERSIDE COMMUNITY COLLEGE DISTRICT		12,866.89		
RIVERSIDE COUNTY ASSESSOR				
10/26/2009	198440	72.00	41110 6251 252 Other Agency Serv. County	18.00
			51710 6251 252 Other Agency Serv. County	18.00
			54130 6251 252 Other Agency Serv. County	18.00
			55130 6251 252 Other Agency Serv. County	18.00
Vendor Total		72.00		
FYTD for RIVERSIDE COUNTY ASSESSOR		78.00		



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RIVERSIDE COUNTY CLERK				
10/26/2009	198441	2,057.00		
			72928 7500 Job Misc.	2,057.00
10/26/2009	198442	2,057.00		
			91727 7500 Job Misc.	2,057.00
Vendor Total		4,114.00		
FYTD for RIVERSIDE COUNTY CLERK		10,349.00		
RIVERSIDE COUNTY CLERK/RECORDER				
10/19/2009	198310	13.00		
			45910 6293 Nuisance Abatement	13.00
Vendor Total		13.00		
FYTD for RIVERSIDE COUNTY CLERK/RECORDER		195.30		
RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH				
10/5/2009	198032	150.00		
			0100 4574 Other Misc. Revenue	150.00
10/12/2009	198180	50.00		
			63110 6251 252 Other Agency Serv. County	50.00
Vendor Total		200.00		
FYTD for RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH		1,125.00		
RIVERSIDE COUNTY HABITAT CONSERVATION				
10/19/2009	198311	455.00		
			359 2205 Deposits Held	455.00
Vendor Total		455.00		
FYTD for RIVERSIDE COUNTY HABITAT CONSERVATION		558.75		
RIVERSIDE COUNTY INFORMATION TECHNOLOGY				
10/5/2009	198033	1,704.22		
			62310 6281 M & R Machine Equip.	1,704.22
10/12/2009	198181	231.01		
			32210 6251 252 Other Agency Serv. County	9.85
			32210 6251 252 Other Agency Serv. County	187.15
			32210 6251 252 Other Agency Serv. County	34.01
10/26/2009	198443	1,960.66		
			62310 6281 M & R Machine Equip.	1,960.66
Vendor Total		3,895.89		
FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY		9,736.97		



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RIVERSIDE COUNTY SHERIFF				
10/26/2009	198444	3,577.53	62110 6291 294 Other Contractual-Booking Fees	3,577.53
Vendor Total		3,577.53		
FYTD for RIVERSIDE COUNTY SHERIFF		16,530,650.51		
RIVERSIDE COUNTY SHERIFF BEN CLARK				
10/26/2009	198445	187.00	62410 6221 Training & Travel	187.00
Vendor Total		187.00		
FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK		2,170.00		
RIVERSIDE COUNTY SHERIFF COURT SERVICES				
10/12/2009	198182	524.72	010 2126 Payroll Garnishments	395.72
			010 2126 Payroll Garnishments	129.00
10/26/2009	198446	157.48	010 2126 Payroll Garnishments	98.40
			010 2126 Payroll Garnishments	59.08
Vendor Total		682.20		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES		3,429.28		
RLZ ENGINEERING				
10/19/2009	198312	16,197.50	79728 7200 Job Contractual	16,197.50
Vendor Total		16,197.50		
FYTD for RLZ ENGINEERING		75,714.25		
ROCHA, SARA L.				
10/5/2009	198034	888.30	99110 6144 Employee Insurance	888.30
Vendor Total		888.30		
FYTD for ROCHA, SARA L.		888.30		
RODRIGUEZ, DANIEL				
10/26/2009	198447	20.00	359 2210 Deposits-Animal Services	20.00
Vendor Total		20.00		
FYTD for RODRIGUEZ, DANIEL		20.00		



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RODRIGUEZ, OMAR				
10/19/2009	198313	128.00	62710 6221 Training & Travel	128.00
Vendor Total		128.00		
FYTD for RODRIGUEZ, OMAR		128.00		
ROESLING NAKAMURA TERADA ARCHITECTS, INC				
10/5/2009	198035	13,877.03	82327 7200 Job Contractual	13,877.03
Vendor Total		13,877.03		
FYTD for ROESLING NAKAMURA TERADA ARCHITECTS, INC		71,533.20		
ROGERS, EUGENE				
10/5/2009	198036	318.73	99110 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for ROGERS, EUGENE		1,274.92		
ROGERS, KIANNA				
10/19/2009	198314	85.80	16213 6221 Training & Travel	85.80
Vendor Total		85.80		
FYTD for ROGERS, KIANNA		236.50		
ROSS, DAVID T.				
10/5/2009	198037	318.73	99110 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for ROSS, DAVID T.		1,274.92		
ROSSON, LOUIS A.				
10/5/2009	198038	371.96	52810 6144 Employee Insurance	371.96
Vendor Total		371.96		
FYTD for ROSSON, LOUIS A.		1,049.01		
RUELAS, MARIA				
10/26/2009	198448	50.00	359 2210 Deposits-Animal Services	50.00
Vendor Total		50.00		
FYTD for RUELAS, MARIA		50.00		



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RUSSO, JOHN				
10/5/2009	198039	318.73	99110 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for RUSSO, JOHN		1,274.92		
RYMAX ELECTRIC, INC.				
10/5/2009	198040	625.00		
			18310 6271 M & R Improvement	125.00
			78220 6271 M & R Improvement	125.00
			78230 6271 M & R Improvement	125.00
			78240 6271 M & R Improvement	125.00
			78280 6271 M & R Improvement	125.00
10/12/2009	198183	210.00		
			78280 6271 M & R Improvement	210.00
Vendor Total		835.00		
FYTD for RYMAX ELECTRIC, INC.		4,890.16		
SA ASSOCIATES				
10/19/2009	198315	11,137.50		
			79728 7200 Job Contractual	11,137.50
Vendor Total		11,137.50		
FYTD for SA ASSOCIATES		47,512.50		
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP				
10/5/2009	198041	1,800.00		
			75419 6261 M & R Bldg. & Ground	1,800.00
Vendor Total		1,800.00		
FYTD for SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP		4,276.15		
SAN BERNARDINO AMERICAN, THE				
10/5/2009	198042	781.83		
			68428 7500 Job Misc.	142.80
			68528 7500 Job Misc.	142.80
			68628 7500 Job Misc.	353.43
			68728 7500 Job Misc.	142.80
Vendor Total		781.83		
FYTD for SAN BERNARDINO AMERICAN, THE		781.83		
SAN BERNARDINO COUNTY SUPERINTENDENT*				
10/12/2009	198184	100.00		
			16213 6221 Training & Travel	100.00
Vendor Total		100.00		
FYTD for SAN BERNARDINO COUNTY SUPERINTENDENT*		100.00		



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SAN JACINTO BASIN RESOURCE CONSERVATION				
10/26/2009	198449	10,000.00	89720 7500 Job Misc.	10,000.00
Vendor Total		10,000.00		
FYTD for SAN JACINTO BASIN RESOURCE CONSERVATION		10,000.00		
SANTIAGO, FABIAN				
10/12/2009	198185	20.00	0100 4513 Ani. Control Forfeited Deposit	20.00
Vendor Total		20.00		
FYTD for SANTIAGO, FABIAN		20.00		
SCMAF S. CA MUNI. ATHLETIC FEDERATION				
10/26/2009	198450	12.00	76105 6251 254 Other Agency Serv. Other	12.00
10/26/2009	198451	60.00	76105 6251 254 Other Agency Serv. Other	60.00
Vendor Total		72.00		
FYTD for SCMAF S. CA MUNI. ATHLETIC FEDERATION		72.00		
SECURITY LOCK & KEY				
10/12/2009	198186	80.12	76510 6261 M & R Bldg. & Ground	80.12
10/19/2009	198316	75.23	75426 6261 M & R Bldg. & Ground	75.23
Vendor Total		155.35		
FYTD for SECURITY LOCK & KEY		1,258.04		
SHAH, JAGDISH				
10/12/2009	198187	18,360.00	78428 7200 Job Contractual	18,360.00
Vendor Total		18,360.00		
FYTD for SHAH, JAGDISH		78,360.00		
SHARRETT, SHARON K.				
10/5/2009	198043	179.16	99110 6144 Employee Insurance	179.16
Vendor Total		179.16		
FYTD for SHARRETT, SHARON K.		716.64		



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SHELDON, STUART H.				
10/5/2009	198044	318.73		
			78110 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for SHELDON, STUART H.		1,274.92		
SHELL OIL CO.				
10/12/2009	198188	216.69		
			45410 6381 Op. Mat'l/Suppl. - Equipment	48.26
			45910 6381 Op. Mat'l/Suppl. - Equipment	75.09
			63110 6381 Op. Mat'l/Suppl. - Equipment	93.34
10/19/2009	198318	1,704.84		
			56730 6381 Op. Mat'l/Suppl. - Equipment	17.59
			62310 6381 Op. Mat'l/Suppl. - Equipment	1,641.08
			62710 6381 Op. Mat'l/Suppl. - Equipment	46.17
Vendor Total		1,921.53		
FYTD for SHELL OIL CO.		7,637.43		
SINGER & COFFIN, APC				
10/26/2009	198452	10,168.50		
			66722 7200 Job Contractual	1,700.00
			89720 7500 Job Misc.	8,468.50
Vendor Total		10,168.50		
FYTD for SINGER & COFFIN, APC		36,933.75		
SINGLETON-DECUIR, JANISHEIA				
10/19/2009	198319	62.70		
			16213 6221 Training & Travel	62.70
Vendor Total		62.70		
FYTD for SINGLETON-DECUIR, JANISHEIA		156.75		
SKY TRAILS MOBILE VILLAGE				
10/5/2009	198045	49.96		
			0100 4161 Utility User's Tax	23.53
			0100 4161 Utility User's Tax	26.43
Vendor Total		49.96		
FYTD for SKY TRAILS MOBILE VILLAGE		87.23		
SKYTERRA, LP				
10/19/2009	198320	9.11		
			64110 6215 216 Communications - Cellular Phon	9.11
Vendor Total		9.11		
FYTD for SKYTERRA, LP		46.49		



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SLAGERMAN, SUSAN A.				
10/5/2009	198046	318.73	99110 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for SLAGERMAN, SUSAN A.		1,518.65		
SMITH, MARIA A.				
10/26/2009	198453	280.60		
			13616 6221 Training & Travel	125.60
			13616 6221 Training & Travel	64.00
			13616 6221 Training & Travel	10.00
			13616 6221 Training & Travel	81.00
Vendor Total		280.60		
FYTD for SMITH, MARIA A.		280.60		
SMUS, PAULA				
10/5/2009	198047	35.42		
			21310 6221 Training & Travel	35.42
10/26/2009	198454	29.70		
			21310 6221 Training & Travel	29.70
Vendor Total		65.12		
FYTD for SMUS, PAULA		65.12		
SO. CALIF SCHOOL OF MUSIC				
10/19/2009	198321	1,263.00		
			76510 6291 293 Other Contractual - Other	216.00
			76510 6291 293 Other Contractual - Other	189.00
			76510 6291 293 Other Contractual - Other	216.00
			76510 6291 293 Other Contractual - Other	216.00
			76510 6291 293 Other Contractual - Other	210.00
			76510 6291 293 Other Contractual - Other	216.00
Vendor Total		1,263.00		
FYTD for SO. CALIF SCHOOL OF MUSIC		4,254.00		
SOCIETY FOR HUMAN RESOURCE MANAGEMENT				
10/19/2009	198322	160.00		
			24110 6252 Dues & Subscriptions	160.00
Vendor Total		160.00		
FYTD for SOCIETY FOR HUMAN RESOURCE MANAGEMENT		160.00		



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SOCO GROUP, INC				
10/12/2009	198189	9,636.12		
			75510 6381 Op. Mat'l./Suppl. - Equipment	4,400.08
			75510 6381 Op. Mat'l./Suppl. - Equipment	5,236.04
10/19/2009	198323	4,404.30		
			75510 6381 Op. Mat'l./Suppl. - Equipment	4,404.30
Vendor Total		14,040.42		
FYTD for SOCO GROUP, INC		14,040.42		
SOLAR INTEGRATED TECHNOLOGIES, INC.				
10/19/2009	198324	5,920.00		
			75432 6621 622 Buildings - Improvements	5,920.00
Vendor Total		5,920.00		
FYTD for SOLAR INTEGRATED TECHNOLOGIES, INC.		59,200.00		
SOSA, JORGE				
10/12/2009	198190	567.00		
			76510 6291 293 Other Contractual - Other	216.00
			76510 6291 293 Other Contractual - Other	63.00
			76510 6291 293 Other Contractual - Other	216.00
			76510 6291 293 Other Contractual - Other	72.00
Vendor Total		567.00		
FYTD for SOSA, JORGE		1,734.00		



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SOUTHERN CALIFORNIA EDISON				
10/5/2009	198048	6,963.85		
			18310 6211 Utilities	61.42
			18410 6211 Utilities	20.48
			51710 6211 Utilities	1,334.33
			53310 6211 Utilities	1,133.90
			75410 6211 Utilities	177.82
			75414 6211 Utilities	485.62
			75417 6211 Utilities	999.28
			75423 6211 Utilities	1,400.32
			75429 6211 Utilities	294.46
			77910 6211 Utilities	746.40
			78110 6211 Utilities	188.53
			78240 6211 Utilities	75.83
			82125 7500 Job Misc.	45.46
10/12/2009	198191	15,245.86		
			60110 8220 WDAT Charges	1,099.13
			60110 8220 WDAT Charges	14,146.73
10/12/2009	198192	8,545.11		
			18310 6211 Utilities	56.99
			18410 6211 Utilities	115.47
			52210 6211 Utilities	38.40
			53310 6211 Utilities	1,248.63
			75421 6211 Utilities	1,808.18
			75430 6211 Utilities	2,130.04
			75432 6211 Utilities	695.37
			75434 6211 Utilities	1,014.88
			76210 6211 Utilities	360.16
			76310 6211 Utilities	20.01
			77910 6211 Utilities	773.18
			78110 6211 Utilities	79.07
			78240 6211 Utilities	143.01
			78250 6211 Utilities	61.72
10/26/2009	198455	393.19		
			60110 8220 WDAT Charges	393.19
Vendor Total		31,148.01		
FYTD for SOUTHERN CALIFORNIA EDISON		5,070,737.11		



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SOUTHERN CALIFORNIA GAS CO.				
10/19/2009	198326	2,737.09		
		60110 6211	Utilities	19.65
		75411 6211	Utilities	371.29
		75414 6211	Utilities	1,403.52
		75415 6211	Utilities	11.40
		75416 6211	Utilities	13.41
		75418 6211	Utilities	298.86
		75419 6211	Utilities	63.28
		75421 6211	Utilities	15.20
		75424 6211	Utilities	117.94
		75430 6211	Utilities	65.16
		75431 6211	Utilities	66.41
		75432 6211	Utilities	44.35
		75433 6211	Utilities	85.90
		75434 6211	Utilities	48.08
		75435 6211	Utilities	112.64
Vendor Total		2,737.09		
FYTD for SOUTHERN CALIFORNIA GAS CO.		11,605.81		
SPARKLETTS				
10/5/2009	198049	20.00		
		75710 6361 364	Coffee, Kitchen Supplies	20.00
10/19/2009	198327	9.00		
		64110 6361 364	Coffee, Kitchen Supplies	4.50
		75710 6361 364	Coffee, Kitchen Supplies	4.50
Vendor Total		29.00		
FYTD for SPARKLETTS		199.21		
SPECK, GARY B.				
10/5/2009	198050	318.73		
		99110 6144	Employee Insurance	318.73
Vendor Total		318.73		
FYTD for SPECK, GARY B.		1,274.92		
SPENCER, MARTHA				
10/5/2009	198051	240.44		
		76410 6144	Employee Insurance	240.44
Vendor Total		240.44		
FYTD for SPENCER, MARTHA		961.76		



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SPORTS INNOVATORS				
10/5/2009	198052	2,005.00		
			76105 6291 293 Other Contractual - Other	1,955.00
			76310 6261 M & R Bldg. & Ground	50.00
10/19/2009	198329	1,740.00		
			76105 6291 293 Other Contractual - Other	1,740.00
Vendor Total		3,745.00		
FYTD for SPORTS INNOVATORS		12,575.00		
SPRINT/NEXTEL				
10/12/2009	198193	33.79		
			62710 6215 216 Communications - Cellular Phon	33.79
Vendor Total		33.79		
FYTD for SPRINT/NEXTEL		314.99		
STANDARD & POOR'S RATINGS SERVICES				
10/19/2009	198330	1,000.00		
			92010 6255 Other Profess. Services	1,000.00
Vendor Total		1,000.00		
FYTD for STANDARD & POOR'S RATINGS SERVICES		1,000.00		
STANDARD INSURANCE CO				
10/5/2009	198053	1,566.90		
			010 2170 Standard Insurance Payable	1,566.90
Vendor Total		1,566.90		
FYTD for STANDARD INSURANCE CO		132,084.34		
STANLEY CONVERGENT SECURITY SOLUTNS, INC				
10/5/2009	198055	1,359.68		
			62110 6261 M & R Bldg. & Ground	315.00
			75414 6271 M & R Improvement	194.85
			75421 6271 M & R Improvement	220.98
			75422 6271 M & R Improvement	105.00
			75423 6271 M & R Improvement	105.00
			75426 6271 M & R Improvement	147.00
			75429 6271 M & R Improvement	105.00
			76210 6271 M & R Improvement	166.85
10/19/2009	198331	249.99		
			75418 6271 M & R Improvement	249.99
Vendor Total		1,609.67		
FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC		9,818.95		



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STATE BOARD OF EQUALIZATION				
10/27/2009	200909	1,918.00	010 2508 Sales Tax Payable	1,918.00
Vendor Total		1,918.00		
FYTD for STATE BOARD OF EQUALIZATION		18,254.00		
STATE DISBURSEMENT UNIT				
10/1/2009	2491	1,766.75	010 2126 Payroll Garnishments	1,766.75
10/15/2009	2502	1,743.67	010 2126 Payroll Garnishments	1,743.67
10/29/2009	2510	1,780.60	010 2126 Payroll Garnishments	1,780.60
Vendor Total		5,291.02		
FYTD for STATE DISBURSEMENT UNIT		17,945.43		
STATE OF CALIFORNIA DEPT. OF JUSTICE				
10/5/2009	198056	736.00	0100 4574 Other Misc. Revenue	480.00
			16213 6251 251 Other Agency Serv. State	224.00
			21310 6251 254 Other Agency Serv. Other	32.00
10/19/2009	198332	684.00	0100 4574 Other Misc. Revenue	256.00
			16213 6251 251 Other Agency Serv. State	108.00
			24110 6251 251 Other Agency Serv. State	32.00
			62510 6331 332 Uniforms/ Purch. & Replacement	224.00
			64110 6251 254 Other Agency Serv. Other	64.00
Vendor Total		1,420.00		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE		18,843.00		
STATER BROS MARKETS				
10/19/2009	198333	120.00	010 1084 A/R - False Alarm	120.00
Vendor Total		120.00		
FYTD for STATER BROS MARKETS		31,498.00		
STENO SOLUTIONS TRANSCRIPTION SVCS., IN				
10/26/2009	198457	3,662.88	62210 6291 293 Other Contractual - Other	3,662.88
Vendor Total		3,662.88		
FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN		7,301.60		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STERICYCLE (BFI)				
10/26/2009	198458	442.18	74510 6291 293 Other Contractual - Other	442.18
Vendor Total		442.18		
FYTD for STERICYCLE (BFI)		1,769.12		
STEVE'S LANDSCAPING & WEED ABATEMENT				
10/12/2009	198194	710.00		
		45910 6293	Nuisance Abatement	129.00
		45910 6293	Nuisance Abatement	178.00
		45910 6293	Nuisance Abatement	184.00
		45910 6293	Nuisance Abatement	219.00
Vendor Total		710.00		
FYTD for STEVE'S LANDSCAPING & WEED ABATEMENT		46,576.75		
STEWART, CLIFFORD				
10/5/2009	198057	248.11	99110 6144 Employee Insurance	248.11
Vendor Total		248.11		
FYTD for STEWART, CLIFFORD		992.44		
STRICKLER ASSOCIATION, THE				
10/19/2009	198334	4,030.00	91110 6255 Other Profess. Services	4,030.00
Vendor Total		4,030.00		
FYTD for STRICKLER ASSOCIATION, THE		12,317.50		
STRICKLER II, JOHN W.				
10/5/2009	198058	318.73	76410 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for STRICKLER II, JOHN W.		1,274.92		
SUNNYMEAD ACE HARDWARE				
10/5/2009	198059	14.12	65110 6331 331 Small Hand Tools	14.12
10/19/2009	198335	148.17	62110 6361 363 Bldg Supp: Plumbing/Electrical	100.04
			62110 6361 363 Bldg Supp: Plumbing/Electrical	48.13
10/26/2009	198459	30.05	65110 6361 363 Bldg Supp: Plumbing/Electrical	30.05
Vendor Total		192.34		
FYTD for SUNNYMEAD ACE HARDWARE		891.90		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SUNNYMEAD ANIMAL HOSPITAL				
10/19/2009	198336	44.00	62210 6255 Other Profess. Services	44.00
Vendor Total		44.00		
FYTD for SUNNYMEAD ANIMAL HOSPITAL		44.00		
SUNNYMEAD ELECTRICAL AND LIGHTING				
10/26/2009	198460	123.98	76210 6361 363 Bldg Supp: Plumbing/Electrical	123.98
Vendor Total		123.98		
FYTD for SUNNYMEAD ELECTRICAL AND LIGHTING		268.62		
SUNNYMEAD VETERINARY CLINIC				
10/26/2009	198461	2,286.00	63110 6255 Other Profess. Services	2,286.00
Vendor Total		2,286.00		
FYTD for SUNNYMEAD VETERINARY CLINIC		2,286.00		
SYSTEMS SOURCE, INC.				
10/19/2009	198337	1,108.60	91110 6365 Misc. Furniture & Fixtures	1,019.39
			91110 6365 Misc. Furniture & Fixtures	89.21
Vendor Total		1,108.60		
FYTD for SYSTEMS SOURCE, INC.		1,108.60		
TECHNOFIT, INC.				
10/5/2009	198060	1,360.25	65110 6281 M/R Machinery/Equipment	1,360.25
Vendor Total		1,360.25		
FYTD for TECHNOFIT, INC.		1,630.25		
THERMAL-COOL INC.				
10/5/2009	198061	150.00	75418 6261 M & R Bldg. & Ground	150.00
10/19/2009	198338	2,078.29	75414 6261 M & R Bldg. & Ground	564.08
			76210 6261 M & R Bldg. & Ground	695.21
			76210 6261 M & R Bldg. & Ground	819.00
Vendor Total		2,228.29		
FYTD for THERMAL-COOL INC.		13,072.47		



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THOMAS, MONIK				
10/19/2009	198339	200.00		
			161 2004 A/P - Parks & Recreation	1.15
			161 2004 A/P - Parks & Recreation	167.17
			161 2004 A/P - Parks & Recreation	31.68
Vendor Total		200.00		
FYTD for THOMAS, MONIK		200.00		
TRICHE, TARA				
10/12/2009	198195	1,887.00		
			76105 6291 293 Other Contractual - Other	377.40
			76105 6291 293 Other Contractual - Other	488.40
			76105 6291 293 Other Contractual - Other	88.80
			76105 6291 293 Other Contractual - Other	932.40
10/26/2009	198462	2,220.00		
			76105 6291 293 Other Contractual - Other	399.60
			76105 6291 293 Other Contractual - Other	643.80
			76105 6291 293 Other Contractual - Other	1,043.40
			76105 6291 293 Other Contractual - Other	133.20
Vendor Total		4,107.00		
FYTD for TRICHE, TARA		7,969.80		
TRI-CITY LINEN SUPPLY, INC.				
10/19/2009	198340	50.00		
			76530 6291 293 Other Contractual - Other	25.00
			76530 6291 293 Other Contractual - Other	25.00
Vendor Total		50.00		
FYTD for TRI-CITY LINEN SUPPLY, INC.		473.90		
TROPICAL PLAZA NURSERY, INC.				
10/19/2009	198341	18,033.09		
			78230 6261 M & R Bldg. & Ground	115.64
			78230 6261 M & R Bldg. & Ground	15,700.00
			78270 6261 M & R Bldg. & Ground	2,217.45
Vendor Total		18,033.09		
FYTD for TROPICAL PLAZA NURSERY, INC.		72,172.97		
TRUGREEN LANDCARE				
10/12/2009	198196	200.00		
			78281 6261 M & R Bldg. & Ground	200.00
Vendor Total		200.00		
FYTD for TRUGREEN LANDCARE		94,586.58		



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TUNTLAND, JAMES				
10/5/2009	198062	248.11		
			76410 6144 Employee Insurance	248.11
Vendor Total		248.11		
FYTD for TUNTLAND, JAMES		992.44		
TURBOSCAPE, INC.				
10/19/2009	198342	3,152.40		
			78110 6261 M & R Bldg. & Ground	3,152.40
Vendor Total		3,152.40		
FYTD for TURBOSCAPE, INC.		3,152.40		
TYNER PAVING COMPANY				
10/26/2009	198464	19,588.09		
			416 2022 Retentions Payable	3,667.88
			416 2022 Retentions Payable	15,920.21
Vendor Total		19,588.09		
FYTD for TYNER PAVING COMPANY		165,903.70		
U.S. HEALTHWORKS MEDICAL GROUP				
10/19/2009	198343	2,012.00		
			16213 6255 Other Profess. Services	1,404.00
			24110 6255 Other Profess. Services	608.00
10/26/2009	198465	388.00		
			24110 6255 Other Profess. Services	211.00
			24110 6255 Other Profess. Services	177.00
Vendor Total		2,400.00		
FYTD for U.S. HEALTHWORKS MEDICAL GROUP		3,361.00		
UC REGENTS - GOV'TL & COMMUNITY RELATION				
10/26/2009	198466	44.00		
			11110 6226 004 District 4 - Discretionary	22.00
			11110 6226 005 District 5 - Discretionary	22.00
Vendor Total		44.00		
FYTD for UC REGENTS - GOV'TL & COMMUNITY RELATION		44.00		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNDERGROUND SERVICE ALERT				
10/5/2009	198063	726.00		
		52710 6252	Dues & Subscriptions	181.50
		53310 6252	Dues & Subscriptions	181.50
		60110 6252	Dues & Subscriptions	181.50
		78110 6252	Dues & Subscriptions	181.50
10/19/2009	198344	802.50		
		52710 6252	Dues & Subscriptions	200.62
		53310 6252	Dues & Subscriptions	200.62
		60110 6252	Dues & Subscriptions	200.63
		78110 6252	Dues & Subscriptions	200.63
Vendor Total		1,528.50		
FYTD for UNDERGROUND SERVICE ALERT		3,693.00		
UNION BANK OF CALIFORNIA				
10/12/2009	198197	497.00		
		31410 6255	Other Profess. Services	497.00
Vendor Total		497.00		
FYTD for UNION BANK OF CALIFORNIA		249,312.65		
UNITED POWER GENERATION, INC.				
10/19/2009	198345	1,457.37		
		75411 6261	M & R Bldg. & Ground	353.68
		75414 6261	M & R Bldg. & Ground	353.69
		75432 6261	M & R Bldg. & Ground	300.00
		75433 6261	M & R Bldg. & Ground	450.00
Vendor Total		1,457.37		
FYTD for UNITED POWER GENERATION, INC.		6,050.42		
UNITED SITE SERVICES OF CA, INC.				
10/5/2009	198064	236.28		
		63110 6291 293	Other Contractual - Other	107.39
		63110 6291 293	Other Contractual - Other	21.50
		63110 6291 293	Other Contractual - Other	107.39
10/26/2009	198468	89.03		
		66422 7200	Job Contractual	33.99
		66422 7200	Job Contractual	55.04
Vendor Total		325.31		
FYTD for UNITED SITE SERVICES OF CA, INC.		7,306.67		
UNITED WAY OF INLAND VALLEYS				
10/12/2009	198198	902.61		
		010 2124	United Way Contributions	902.61
Vendor Total		902.61		
FYTD for UNITED WAY OF INLAND VALLEYS		7,331.88		



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UNITED WAY, INLAND VALLEYS				
10/26/2009	198469	902.61		
			010 2124 United Way Contributions	902.61
Vendor Total		902.61		
FYTD for UNITED WAY, INLAND VALLEYS		902.61		
URBAN CROSSROADS, INC.				
10/26/2009	198470	4,355.00		
			22710 6255 Other Profess. Services	4,355.00
Vendor Total		4,355.00		
FYTD for URBAN CROSSROADS, INC.		8,015.00		
USA MOBILITY/ARCH WIRELESS				
10/12/2009	198199	82.26		
			31510 6215 218 Communications - Pagers	17.43
			31510 6215 218 Communications - Pagers	17.43
			53310 6215 218 Communications - Pagers	5.07
			53310 6215 218 Communications - Pagers	5.07
			62510 6215 218 Communications - Pagers	82.03
			62510 6215 218 Communications - Pagers	21.92
			63110 6215 218 Communications - Pagers	38.78
			63110 6215 218 Communications - Pagers	38.78
			75436 6215 218 Communications - Pagers	-148.31
			76010 6215 218 Communications - Pagers	2.03
			76010 6215 218 Communications - Pagers	2.03
Vendor Total		82.26		
FYTD for USA MOBILITY/ARCH WIRELESS		311.45		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VACATE PEST ELIMINATION COMPANY				
10/12/2009	198201	1,205.00		
		16213 6261	M & R Bldg. & Ground	45.00
		75410 6261	M & R Bldg. & Ground	45.00
		75411 6261	M & R Bldg. & Ground	75.00
		75412 6261	M & R Bldg. & Ground	115.00
		75413 6261	M & R Bldg. & Ground	45.00
		75414 6261	M & R Bldg. & Ground	75.00
		75415 6261	M & R Bldg. & Ground	55.00
		75416 6261	M & R Bldg. & Ground	22.50
		75417 6261	M & R Bldg. & Ground	22.50
		75418 6261	M & R Bldg. & Ground	115.00
		75419 6261	M & R Bldg. & Ground	55.00
		75421 6261	M & R Bldg. & Ground	45.00
		75422 6261	M & R Bldg. & Ground	45.00
		75424 6261	M & R Bldg. & Ground	75.00
		75429 6261	M & R Bldg. & Ground	55.00
		75430 6261	M & R Bldg. & Ground	45.00
		75431 6261	M & R Bldg. & Ground	45.00
		75432 6261	M & R Bldg. & Ground	45.00
		75433 6261	M & R Bldg. & Ground	45.00
		75434 6261	M & R Bldg. & Ground	45.00
		75435 6261	M & R Bldg. & Ground	45.00
		75437 6261	M & R Bldg. & Ground	45.00
Vendor Total		1,205.00		
FYTD for VACATE PEST ELIMINATION COMPANY		6,305.00		
VALI COOPER & ASSOCIATES, INC.				
10/12/2009	198202	18,227.50		
		82725 7200	Job Contractual	18,227.50
Vendor Total		18,227.50		
FYTD for VALI COOPER & ASSOCIATES, INC.		76,692.50		
VANDER HAWK CONSULTING, LLC				
10/19/2009	198346	12,263.00		
		54150 6255 553	Oth Prof Svcs - Paver	12,263.00
10/26/2009	198472	2,065.00		
		54150 6255 553	Oth Prof Svcs - Paver	2,065.00
Vendor Total		14,328.00		
FYTD for VANDER HAWK CONSULTING, LLC		19,953.00		



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VARIABLE SPEEDS SOLUTIONS INC				
10/12/2009	198203	842.50		
			78110 6261 M & R Bldg. & Ground	35.00
			78286 6261 M & R Bldg. & Ground	237.50
			78286 6261 M & R Bldg. & Ground	570.00
10/19/2009	198347	190.00		
			52210 6261 M & R Bldg. & Ground	190.00
Vendor Total		1,032.50		
FYTD for VARIABLE SPEEDS SOLUTIONS INC		4,995.50		
VAS ASSOCIATES, INC.				
10/19/2009	198348	19,125.00		
			82425 7200 Job Contractual	19,125.00
Vendor Total		19,125.00		
FYTD for VAS ASSOCIATES, INC.		80,375.00		
VERIZON				
10/19/2009	198349	1,684.09		
			32210 6215 219 Backbone Communications	1,684.09
Vendor Total		1,684.09		
FYTD for VERIZON		6,707.28		



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VERIZON CALIFORNIA				
10/5/2009	198065	221.29		
			32210 6215 215 Communications - Telephone	75.56
			32210 6215 215 Communications - Telephone	75.56
			32210 6215 215 Communications - Telephone	70.17
10/12/2009	198204	153.12		
			32210 6215 215 Communications - Telephone	75.56
			32210 6215 215 Communications - Telephone	77.56
10/19/2009	198351	9,127.32		
			11110 6215 215 Communications - Telephone	163.56
			16213 6215 215 Communications - Telephone	144.47
			18310 6215 215 Communications - Telephone	114.02
			18410 6215 215 Communications - Telephone	125.08
			21310 6215 215 Communications - Telephone	204.16
			31510 6215 215 Communications - Telephone	67.17
			32010 6215 215 Communications - Telephone	41.40
			32210 6215 215 Communications - Telephone	3,437.34
			32210 6215 215 Communications - Telephone	194.59
			32210 6215 215 Communications - Telephone	64.56
			51710 6215 215 Communications - Telephone	80.26
			52210 6215 215 Communications - Telephone	223.00
			53310 6215 215 Communications - Telephone	526.12
			55130 6215 215 Communications - Telephone	222.54
			60110 6215 215 Communications - Telephone	22.22
			62710 6215 215 Communications - Telephone	55.11
			63110 6215 215 Communications - Telephone	223.95
			67524 7500 Job Misc.	22.82
			73110 6215 215 Communications - Telephone	215.61
			73939 6854 Emplymnt Resource Center (ERC)	270.20
			75411 6215 215 Communications - Telephone	187.98
			75710 6215 215 Communications - Telephone	350.79
			75910 6215 215 Communications - Telephone	115.90
			76105 6215 215 Communications - Telephone	431.63
			76210 6215 215 Communications - Telephone	330.92
			76310 6215 215 Communications - Telephone	70.68
			76510 6215 215 Communications - Telephone	152.17
			78110 6215 215 Communications - Telephone	289.68
			78220 6215 215 Communications - Telephone	21.39
			78230 6215 215 Communications - Telephone	11.31
			78240 6215 215 Communications - Telephone	138.01
			78250 6215 215 Communications - Telephone	312.07
			78270 6215 215 Communications - Telephone	11.31
			78280 6215 215 Communications - Telephone	45.64
			78281 6215 215 Communications - Telephone	27.84
			78284 6215 215 Communications - Telephone	52.88
			78285 6215 215 Communications - Telephone	22.82
			78286 6215 215 Communications - Telephone	22.82
			78287 6215 215 Communications - Telephone	22.82



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			82125 7500 Job Misc.	90.48
10/26/2009	198473	725.20		
			32210 6215 215 Communications - Telephone	70.12
			32210 6215 215 Communications - Telephone	70.12
			73939 6854 Employmnt Resource Center (ERC)	584.96
Vendor Total		10,226.93		
FYTD for VERIZON CALIFORNIA		39,832.54		
VICTOR MEDICAL CO				
10/19/2009	198352	699.70		
			63110 6312 Lab Supplies	52.64
			63110 6312 Lab Supplies	647.06
Vendor Total		699.70		
FYTD for VICTOR MEDICAL CO		6,159.70		
VIGIL, ERNEST				
10/5/2009	198066	318.73		
			99110 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for VIGIL, ERNEST		1,274.92		
VISION SERVICE PLAN				
10/12/2009	198205	4,407.59		
			010 2148 Vision Care Payable	4,407.59
Vendor Total		4,407.59		
FYTD for VISION SERVICE PLAN		18,041.19		
VISTA PAINT CORPORATION				
10/12/2009	198206	477.12		
			55830 6393 Graffiti Prev./Removal Suppl.	477.12
Vendor Total		477.12		
FYTD for VISTA PAINT CORPORATION		6,608.14		
VOLUNTEER CENTER OF RIVERSIDE COUNTY				
10/19/2009	198353	24,000.00		
			23510 6235 Public Relations/Promo	24,000.00
Vendor Total		24,000.00		
FYTD for VOLUNTEER CENTER OF RIVERSIDE COUNTY		24,000.00		



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VOYAGER FLEET SYSTEM, INC.				
10/19/2009	198354	2,238.23		
			52610 6381 Op. Mat'l./Suppl. - Equipment	1,874.51
			52810 6381 Op. Mat'l./Suppl. - Equipment	363.72
Vendor Total		2,238.23		

FYTD for VOYAGER FLEET SYSTEM, INC.	7,207.35
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VULCAN MATERIALS CO, INC.				
10/5/2009	198067	2,385.33		
			55130 6371 Op. Mat'l./Suppl. - Improvemnt	66.99
			55130 6371 Op. Mat'l./Suppl. - Improvemnt	132.24
			55130 6371 Op. Mat'l./Suppl. - Improvemnt	98.97
			55130 6371 Op. Mat'l./Suppl. - Improvemnt	132.24
			55130 6371 Op. Mat'l./Suppl. - Improvemnt	98.97
			55130 6371 Op. Mat'l./Suppl. - Improvemnt	100.26
			56339 7300 Job Material	650.11
			56339 7300 Job Material	261.44
			56339 7300 Job Material	844.11
10/12/2009	198207	2,529.09		
			56339 7300 Job Material	1,684.32
			56339 7300 Job Material	844.77
10/19/2009	198355	493.74		
			55130 6371 Op. Mat'l./Suppl. - Improvemnt	132.24
			55130 6371 Op. Mat'l./Suppl. - Improvemnt	131.59
			55130 6371 Op. Mat'l./Suppl. - Improvemnt	130.94
			55130 6371 Op. Mat'l./Suppl. - Improvemnt	98.97

Vendor Total 5,408.16

FYTD for VULCAN MATERIALS CO, INC.	54,068.24
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W. COAST MASTIF RESCUE				
10/12/2009	198208	75.00		
			0100 4513 Ani. Control Forfeited Deposit	75.00

Vendor Total 75.00

FYTD for W. COAST MASTIF RESCUE	75.00
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WAGGONER JR., GLENN C.				
10/5/2009	198068	318.73		
			91310 6144 Employee Insurance	318.73

Vendor Total 318.73

FYTD for WAGGONER JR., GLENN C.	1,274.92
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WAGNER, GARY D.				
10/5/2009	198069	318.73	76210 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for WAGNER, GARY D.		1,274.92		
WAGONER, ROBERT				
10/12/2009	198209	348.20	76410 6144 Employee Insurance	348.20
Vendor Total		348.20		
FYTD for WAGONER, ROBERT		680.20		
WAGY, CARYLON				
10/5/2009	198070	318.73	51710 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for WAGY, CARYLON		956.19		
WALLIN, ALEX				
10/19/2009	198356	52.00	161 2004 A/P - Parks & Recreation	52.00
Vendor Total		52.00		
FYTD for WALLIN, ALEX		52.00		
WARREN, KATHY				
10/5/2009	198071	50.00	359 2210 Deposits-Animal Services	50.00
Vendor Total		50.00		
FYTD for WARREN, KATHY		50.00		
WELLS FARGO BANK				
10/5/2009	198072	4,500.00	92010 6255 Other Profess. Services	2,500.00
			92510 6255 Other Profess. Services	2,000.00
Vendor Total		4,500.00		
FYTD for WELLS FARGO BANK		10,500.00		
WELLS FARGO CORPORATE TRUST				
10/1/2009	91002	1,332.27	321 1351 Debt Service	1,332.27
Vendor Total		1,332.27		
FYTD for WELLS FARGO CORPORATE TRUST		3,999,922.09		



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WENDY'S INTERNATIONAL				
10/19/2009	198357	87.74	0100 4259 False Alarm Fees	87.74
Vendor Total		87.74		
FYTD for WENDY'S INTERNATIONAL		87.74		
WEST GOVERNMENT SERVICES				
10/19/2009	198358	500.00	62410 6291 293 Other Contractual - Other	500.00
Vendor Total		500.00		
FYTD for WEST GOVERNMENT SERVICES		1,500.00		
WEST GROUP				
10/5/2009	198073	184.12	22110 6351 Books, Records, Films, Videos	184.12
10/26/2009	198474	452.21	22110 6351 Books, Records, Films, Videos	268.09
			22110 6351 Books, Records, Films, Videos	184.12
Vendor Total		636.33		
FYTD for WEST GROUP		3,081.74		
WESTERN MUNICIPAL WATER DISTRICT				
10/26/2009	198475	2,818.12	75422 6211 Utilities	60.83
			75422 6211 Utilities	1,007.86
			76210 6211 Utilities	1,749.43
Vendor Total		2,818.12		
FYTD for WESTERN MUNICIPAL WATER DISTRICT		17,180.52		
WHEATLEY, GINGER				
10/12/2009	198210	20.00	359 2210 Deposits-Animal Services	20.00
Vendor Total		20.00		
FYTD for WHEATLEY, GINGER		20.00		
WHEELER, GERALD				
10/26/2009	198476	100.80	76105 6291 293 Other Contractual - Other	100.80
Vendor Total		100.80		
FYTD for WHEELER, GERALD		378.00		



City of Moreno Valley

Check Register

For Period 10/1/2009 through 10/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WIELIN, RONALD A.				
10/5/2009	198075	318.73	99110 6144 Employee Insurance	318.73
Vendor Total		318.73		
FYTD for WIELIN, RONALD A.		1,274.92		
WILLDAN AND ASSOCIATES				
10/5/2009	198076	15,276.76	45410 6291 293 Other Contractual - Other	15,276.76
10/12/2009	198211	13,200.00	45410 6291 293 Other Contractual - Other	13,200.00
Vendor Total		28,476.76		
FYTD for WILLDAN AND ASSOCIATES		60,142.12		
WILLIAMS, JANE L.				
10/5/2009	198077	122.38	99110 6144 Employee Insurance	122.38
Vendor Total		122.38		
FYTD for WILLIAMS, JANE L.		487.34		
WILLOUGHBY, LORIA				
10/26/2009	198477	53.90	16213 6221 Training & Travel	53.90
Vendor Total		53.90		
FYTD for WILLOUGHBY, LORIA		53.90		
WILSON, MATTHEW				
10/12/2009	198212	425.00	0100 4225 Parking Control Fees	425.00
Vendor Total		425.00		
FYTD for WILSON, MATTHEW		425.00		
WOLFE, BRIAN				
10/26/2009	198478	320.00	62310 6221 Training & Travel	320.00
Vendor Total		320.00		
FYTD for WOLFE, BRIAN		320.00		
WOODWARD, BRYAN				
10/12/2009	198213	300.00	76105 6291 293 Other Contractual - Other	300.00
Vendor Total		300.00		
FYTD for WOODWARD, BRYAN		300.00		



City of Moreno Valley

Check Register

For Period 10/1/2009 through 10/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.				
10/5/2009	198078	15,000.00		
			53710 6251 254 Other Agency Serv. Other	15,000.00
Vendor Total		15,000.00		
FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.		708,053.42		
WRIGHT SEPTIC TANK PUMPING				
10/12/2009	198214	337.50		
			75412 6261 M & R Bldg. & Ground	337.50
Vendor Total		337.50		
FYTD for WRIGHT SEPTIC TANK PUMPING		900.00		
WURM'S JANITORIAL SERVICES, INC.				
10/12/2009	198215	520.00		
			161 2205 Deposits Held	520.00
10/19/2009	198360	21,581.10		
			16213 6245 Janitorial/Housekeeping	298.87
			16213 6245 Janitorial/Housekeeping	152.10
			62710 6245 Janitorial/Housekeeping	112.82
			75410 6245 Janitorial/Housekeeping	124.29
			75411 6245 Janitorial/Housekeeping	4,588.23
			75412 6245 Janitorial/Housekeeping	346.90
			75413 6245 Janitorial/Housekeeping	98.40
			75414 6245 Janitorial/Housekeeping	5,564.25
			75415 6245 Janitorial/Housekeeping	1,771.79
			75416 6245 Janitorial/Housekeeping	644.70
			75417 6245 Janitorial/Housekeeping	58.05
			75419 6245 Janitorial/Housekeeping	1,916.18
			75421 6245 Janitorial/Housekeeping	691.38
			75422 6245 Janitorial/Housekeeping	225.00
			75424 6245 Janitorial/Housekeeping	3,447.93
			75426 6245 Janitorial/Housekeeping	735.73
			75710 6245 Janitorial/Housekeeping	310.19
			75710 6245 Janitorial/Housekeeping	310.19
			75710 6245 Janitorial/Housekeeping	184.10
10/26/2009	198480	1,600.00		
			161 2205 Deposits Held	480.00
			161 2205 Deposits Held	1,120.00
Vendor Total		23,701.10		
FYTD for WURM'S JANITORIAL SERVICES, INC.		100,898.13		



City of Moreno Valley

Check Register

For Period 10/1/2009 through 10/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
XEROX				
10/19/2009	198361	7,388.46		
		25210 6281	M & R Machine Equip.	397.79
		25210 6281	M & R Machine Equip.	397.79
		25210 6281	M & R Machine Equip.	1,247.20
		25210 6281	M & R Machine Equip.	1,326.67
		25210 6281	M & R Machine Equip.	1,426.56
		62110 6281	M & R Machine Equip.	54.00
		62110 6281	M & R Machine Equip.	78.20
		62110 6281	M & R Machine Equip.	65.00
		62110 6281	M & R Machine Equip.	384.41
		62110 6281	M & R Machine Equip.	2,010.84
10/26/2009	198481	1,520.34		
		77310 6281	M & R Machine Equip.	359.34
		77310 6281	M & R Machine Equip.	847.69
		77310 6281	M & R Machine Equip.	313.31
Vendor Total		8,908.80		
FYTD for XEROX		25,172.20		
ZUMAR INDUSTRIES, INC.				
10/5/2009	198079	4,241.25		
		55430 6371	Op. Mat'l./Suppl. - Improvemnt	4,241.25
10/12/2009	198216	475.78		
		55430 6371	Op. Mat'l./Suppl. - Improvemnt	-3,792.66
		55430 6371	Op. Mat'l./Suppl. - Improvemnt	3,792.66
		55430 6371	Op. Mat'l./Suppl. - Improvemnt	475.78
10/19/2009	198362	217.50		
		55430 6371	Op. Mat'l./Suppl. - Improvemnt	217.50
Vendor Total		4,934.53		
FYTD for ZUMAR INDUSTRIES, INC.		21,130.41		
Subtotal		1,422,266.38		
GRAND TOTAL		24,188,442.50		

CITY MANAGER'S REPORT

**(Informational Oral Presentation only –
not for Council action)**

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