

AGENDA

**NOTICE AND CALL OF SPECIAL 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**

November 23, 2009

SPECIAL 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.

Richard A. Stewart, Mayor

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

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

**AGENDA
SPECIAL MEETING 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**

**SPECIAL MEETING - 6:30 PM
NOVEMBER 23, 2009**

NOTICE IS HEREBY GIVEN that a special meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District and the Community Redevelopment Agency of the City of Moreno Valley and Board of Library Trustees will be held on November 23, 2009 commencing at 6:30 PM, in the City Council Chamber, City Hall, located at 14177 Frederick Street, Moreno Valley, California.

Said special meeting shall be for the purpose of:

Agenda

CALL TO ORDER

PLEDGE OF ALLEGIANCE

INVOCATION - Pastor Maria Davis, Healing Streams Church

ROLL CALL

INTRODUCTIONS

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

Those wishing to speak should submit a LAVENDER 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 - 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.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.

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 (TO BE PROVIDED UNDER SEPARATE COVER) (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.

E. PUBLIC HEARINGS - NONE

Questions or comments from the public on a Public Hearing matter are limited to five minutes per individual and must pertain to the subject under consideration. Those wishing to speak should complete and submit a GOLDENROD speaker slip to the Bailiff.

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)

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.

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.

G.4 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

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 LAVENDER 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(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 2

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

Number of Cases: 2

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

ADJOURNMENT

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MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
November 10, 2009

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Morning Optimist Club of Moreno Valley Presentations to the STARS Afterschool Program Poster Contest Winners
2. Moreno Valley Chamber of Commerce Presentation to the Boy Scouts of America Inland Empire Council – 5 Nations District
3. All-Star Recycling Award presented by Waste Management
4. Recognition of City Manager Bob Gutierrez

**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**

**REGULAR MEETING – 6:30 PM
November 10, 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 6:31 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE – Pledge of Allegiance was led by Council Member Hastings

INVOCATION - Pastor Ronderick Henry, New Direction Community Church

ROLL CALL

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
Ewa Lopez	Deputy City Clerk
Steve Elam	Financial and Administrative Services Director
Robert Hansen	Interim City Attorney
Robert Gutierrez	City Manager
Joel Ontiveros	PD Lieutenant
Steve Curley	Fire Chief
Chris Vogt	Public Works Director/City Engineer
Kyle Kollar	Community Development Director
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

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF OCTOBER 27, 2009 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

A.3 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR CITYWIDE BRIDGE MAINTENANCE PROGRAM - PROJECT NO. 09-22679828 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the Citywide Bridge Maintenance Program to Peterson-Chase General Engineering Construction, Inc. (Peterson-Chase), the lowest responsible bidder;
2. Authorize the City Manager to execute a contract with Peterson-Chase;
3. Authorize the issuance of a Purchase Order to Peterson-Chase in the amount of \$114,481 (\$91,585 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 Peterson-Chase, up to but not to exceed the Purchase Order contingency of \$22,896, 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.4 AMENDMENT NO. 1 TO THE AGREEMENT FOR THE REIMBURSEMENT OF TRANSPORTATION UNIFORM MITIGATION FEE FUNDS BETWEEN RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND THE CITY OF MORENO VALLEY FOR PERRIS

BOULEVARD WIDENING FROM IRONWOOD AVENUE TO MANZANITA AVENUE - PROJECT NO. 11-41570225 (Report of: Public Works Department)

Recommendation:

1. Accept and approve Amendment No. 1 to the Agreement for the reimbursement of Transportation Uniform Mitigation Fee (TUMF) funds between Riverside County Transportation Commission (RCTC) and the City of Moreno Valley for Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue;
2. Authorize the Public Works Director/City Engineer to execute Amendment No. 1 to the Agreement for the reimbursement of TUMF funds between RCTC and the City of Moreno Valley;
3. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the Transportation Uniform Mitigation Fee Program Agreement between RCTC and the City of Moreno Valley for Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue;
4. Increase the appropriation for the Perris Boulevard Widening – Ironwood to Manzanita project (account no. 415.70225) by \$36,847 to fund Right-of-way Phase expenditures prior to reimbursement by RCTC ; and
5. Appropriate \$133,816 from Fund 201 (DIF Arterial Streets) Fund Balance to Account No. 416.78726 (DIF, Perris Boulevard Widening – Ironwood to Manzanita) to provide matching funds for Right-of-Way Phase expenditures reimbursed by RCTC for Right-of-way Phase services for Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue.

A.5 ACCEPT AND APPROVE AMENDMENT NO. 2 TO THE AGREEMENT FOR THE REIMBURSEMENT OF TRANSPORTATION UNIFORM MITIGATION FEE FUNDS BETWEEN RIVERSIDE COUNTY TRANSPORTATION COMMISSION AND THE CITY OF MORENO VALLEY FOR PERRIS BOULEVARD WIDENING FROM PERRIS VALLEY STORM DRAIN LATERAL "B" TO CACTUS AVENUE - PROJECT NO. 11-41570125 (Report of: Public Works Department)

Recommendation:

1. Accept and approve Amendment No. 2 to the Agreement for the reimbursement of Transportation Uniform Mitigation Fee (TUMF) funds between Riverside County Transportation Commission (RCTC) and the City of Moreno Valley for Perris Boulevard Widening from

Perris Valley Storm Drain Lateral "B" to Cactus Avenue;

2. Authorize the Public Works Director/City Engineer to execute Amendment No. 2 to the Agreement between RCTC and the City of Moreno Valley; and
3. Authorize the Public Works Director/City Engineer to execute any subsequent amendments to the TUMF Agreement between RCTC and the City of Moreno Valley for Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue.

A.6 NOTICE OF COMPLETION AND ACCEPTANCE OF 2009 PAVEMENT RESURFACING PROJECT (PHASE I) - PROJECT NO. 08-12556330 (Report of: Public Works Department)

Recommendation:

1. Accept the work as complete for 2009 Pavement Resurfacing Project (Phase I), constructed by Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705;
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 and Administrative Services Director to release the retention to Hardy & Harper, 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 road system.

A.7 TRACT 31212 PRIVATE DRIVEWAY – RELEASE THE FAITHFUL PERFORMANCE BOND AND THE MATERIAL AND LABOR BOND - DEVELOPER - WESTERN PACIFIC HOUSING, INC., A DELAWARE CORPORATION, CORONA, CA 92880 (Report of: Public Works Department)

Recommendation:

Authorize the City Engineer to execute the release of the Faithful Performance Bond and the Material and Labor Bond.

A.8 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR PATRIOT PARK IMPROVEMENTS PROJECT - PROJECT NO. 08-28268628 (Report of: Public Works Department)

Recommendation:

1. Waive minor irregularities of the lowest Bidder's Proposal and award the construction contract for the Patriot Park Improvements project to Desert Concepts Construction, Inc., 77-770 Country Club Drive, Suite D, Palm Desert, CA 92211, determined as the lowest responsive and responsible bidder;
2. Authorize the City Manager to execute a contract with Desert Concepts Construction, Inc., ;
3. Authorize the issuance of a Purchase Order to Desert Concepts Construction, Inc., in the amount of \$282,901.62 (\$246,001.41 base bid amount plus 15% 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 Desert Concepts Construction, Inc., up to but not to exceed the Purchase Order contingency of \$36,900.21 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 Public Contract Code, Section 7107;
6. Re-appropriate \$49,000 from Account No. 282.68627 (CDBG Sheila Street Sidewalk) to Account No. 282.68628 (CDBG Patriot Park); and
7. Appropriate \$25,000 from Fund 282 (CDBG) Fund Balance to Account No. 282.68628 (CDBG, Patriot Park).

A.9 RECEIPT OF QUARTERLY INVESTMENT REPORT - QUARTER ENDED SEPTEMBER 30, 2009 (Report of: Financial & Administrative Services Department)

Recommendation:

Receive and file the Quarterly Investment Report, in compliance with the City's Investment Policy.

A.10 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 October 21, 2009 – November 3, 2009.

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 OCTOBER 27, 2009 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

B.3 ADOPT RESOLUTION NO. CSD 2009-21 APPROVING THE GRANT APPLICATION FOR GRANT FUNDS FROM THE RECREATIONAL TRAILS PROGRAM (Report of: Parks and Community Services Department)

Recommendation:

Adopt Resolution No. CSD 2009-21 approving the grant application for grant funds from the Recreational Trails Program.

Resolution No. CSD 2009-21

Resolution of the Community Services District of the City Of Moreno Valley, California, Approving the Application for Grant Funds from the Recreational Trails Program

B.4 APPROVE RENEWAL OF AFTER SCHOOL EDUCATION AND SAFETY GRANT (Report of: Parks and Community Services Department)

Recommendation:

1. Authorize the City Manager to renew the After School Education and Safety Grant (ASES) with the California Department of Education for fiscal years 2010-2013; and
2. Authorize the City Manager to accept the funding in the amount of \$4,093,200 from the After School Education and Safety Grant (ASES) with the California Department of Education for fiscal years 2010-2013.

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 OCTOBER 27, 2009 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

- C.3 WORK AUTHORIZATION FOR RELOCATION OF SOUTHERN CALIFORNIA GAS CO. SUPPLY LINE ON OLD 215 (Report of: Economic Development Department)

Recommendation:
Authorize execution of a Collectible Work Authorization for Southern California Gas Co. in the amount of \$196,461 to proceed with the work necessary for the relocation of a high pressure natural gas line on Old 215.

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 OCTOBER 27, 2009 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A1- D2 by m/Mayor Pro Tem Bonnie Flickinger, s/Council Member William H. Batey II
Approved by a vote of 5-0.

E. PUBLIC HEARINGS

- E.1 CONTINUATION OF THE PUBLIC HEARING REGARDING THE MAIL BALLOT PROCEEDING FOR IDENTIFIED PROPERTIES WITHIN TPM 35629 - BALLOTING FOR NPDES AND CSD ZONE M (CONTINUED FROM AUGUST 25, 2009) (Report of: Public Works)

Recommendation: That the City Council:

1. Staff recommends that the Mayor and 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") ballots for identified properties within Tentative Parcel Map ("TPM") 35629;
 - b) Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet and Assessor Parcel Number ("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 the identified properties within TPM 35629.

2. Staff recommends that the Mayor and City Council, acting in their capacities as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

a) Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballots for identified properties within TPM 35629;

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 annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to the identified properties within TPM 35629.

Motion to continue to February 23, 2010 Council meeting by m/Council Member William H. Batey II, s/Council Member Jesse L. Molina
Approved by a vote of 5-0.

E.2 HEARING ON PROPOSED RESOLUTION OF NECESSITY, TO MAKE FINDING AND DETERMINATION AND TO AUTHORIZE EMINENT DOMAIN PROCEEDINGS TO ACQUIRE NECESSARY RIGHT OF WAY FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE (PROJECT) - PROJECT NO. 02-89266920 (Report of: Public Works Department)

Recommendation: That the City Council:

1. Conduct hearing, allowing testimony, including property owners who have requested the right to appear and be heard. Close the hearing;

Mayor Stewart opened the public testimony portion of the public hearing; there being none, public testimony was closed.

2. Approve and adopt the Planning Division's finding that the Project is consistent with the General Plan;

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings
Approved by a vote of 5-0.

3. Find the adoption of the proposed Resolution of Necessity and acquisition of the roadway easement and temporary construction easement necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Negative Declaration (ND) prepared for the Project, that there have been no changes to the approved Project since the approval of the ND, and no changes to the circumstances under which the Project is to be undertaken that would alter the determination the Project is exempt;

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings
Approved by a vote of 5-0.

4. Find that the proposed "Factual Summary to Support Findings Required in the Resolution," is true and correct as to the proposed Resolution of Necessity;

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings
Approved by a vote of 5-0.

5. Find and determine that the statement, finding, and fact in the proposed Resolution of Necessity are true and correct;

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings
Approved by a vote of 5-0.

6. If the City has not approved the "Agreement for Conveyance of Property" for the property necessary for the Project, adopt the following Resolution by a vote of two-thirds of all members of the City Council; and

Resolution No. 2009-107

A Resolution of the City Council of the City of Moreno Valley,

California, Finding and Determining that the Public Interest and Necessity Require the Acquisition of Property for Public Street and Highway Purposes Including Related Improvements and Facilities; that the Acquisition and Taking of the Easements in the Herein-Described Property is Necessary for the Project; that the Project is Planned in a Manner that is Most Compatible with the Greatest Public Good and the Least Private Injury; Authorizing Proceedings to be Commenced in Eminent Domain; and Authorizing the Deposit of Necessary Funds and the Payment of Necessary Expenses and Fees for Acquisition of Said Property; and Authorizing Counsel to Obtain an Order for Prejudgment Possession of the Subject Property

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings
Approved by a vote of 5-0.

7. Direct the City Attorney or retained counsel for the City to file appropriate actions in Eminent Domain, including Making Deposits of Probable Compensation and for Orders for Prejudgment Possession and for all other appropriate orders.

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings
Approved by a vote of 5-0.

- E.3 A PUBLIC HEARING ON A ZONE CHANGE (PA05-0069) FROM THE RESIDENTIAL 1 (SINGLE FAMILY - UP TO 1 UNIT PER ACRE) LAND USE DISTRICT TO THE RESIDENTIAL 2 (SINGLE FAMILY - UP TO 2 UNITS PER ACRE) DISTRICT, WHICH IS CONSISTENT WITH THE EXISTING RESIDENTIAL 2 GENERAL PLAN LAND USE DESIGNATION; AND A TENTATIVE TRACT MAP NO. 32388 (PA05-0071) TO SUBDIVIDE APPROXIMATELY 9.5 ACRES LOCATED ON THE SOUTH SIDE OF MOUNTAIN RANCH ROAD AT NORTHSORE DRIVE INTO 14 SINGLE FAMILY LOTS (CONTINUED FROM SEPTEMBER 8, 2009) (Report of: Community Development Department)

Continued from September 8, 2009 Council meeting to comply with the City Council rules, which require a tie vote with less than a full Council to automatically be continued to a meeting with a full Council.

Recommendation: That the City Council:

1. CONDUCT a public hearing for review of a proposed Zone Change from R1 to R2 and Tentative Tract Map No. 32388 to subdivide approximately 9.5 acres into 14 single family residential lots;

Applicant Naji Doumit made the presentation. Mayor Stewart opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder (opposed), Vicki Patterson (opposed), David Zeitz (opposed), Susan Zeitz (opposed) and Carrie V. Morris (opposed).

2. APPROVE Resolution No. 2009-84 ADOPTING a Mitigated Negative Declaration for the Zone Change and Tentative Tract Map No. 32388, in that, as designed and conditioned, this project will not result in significant environmental impacts;

Resolution No. 2009-84

A Resolution of the City Council of the City of Moreno Valley, California, Adopting a Mitigated Negative Declaration for a Zone Change (PA05-0069), and Tentative Tract Map No. 32388 (PA05-0071) to change the land use for 9.5 net acres located within Assessor's Parcel Number 474-250-003 from Residential 1 to Residential 2 in order to develop a 14 lot single family residential subdivision

Motion to Approve Recommendation No. 2 by m/Council Member Robin N. Hastings, s/Mayor Pro Tem Bonnie Flickinger
Approved by a vote of 5-0.

3. INTRODUCE Ordinance No. 795 thereby APPROVING a Zone Change from Residential 1 (R1) to Residential 2 (R2) for the 9.5 acres of Assessor's Parcel Number 474-250-003 located south of Mountain Ranch Road at Northshore Drive (PA05-0069), based on the findings in the City Council Ordinance; and

Ordinance No. 795

An Ordinance of the City Council of the City of Moreno Valley, California, Approving Application PA05-0069 for an Amendment to the Official Zoning Atlas from Residential 1 to Residential 2 for the Approximately 9.5 Net Acres of Assessor's Parcel Number 474-250-003 in Order to Develop a 14 Lot Single Family Subdivision

Motion to not introduce Ordinance No. 795, thus denying the project by m/Council Member Robin N. Hastings, s/Mayor Pro Tem Bonnie Flickinger
Approved by a vote of 3-2, Council Member William H. Batey II, and Council Member Jesse L. Molina opposed.

4. APPROVE Resolution No. 2009-85 thereby APPROVING Tentative
12 MINUTES
November 10, 2009

Tract Map No. 32388 (PA05-0071) to subdivide the 9.5 acres of Assessor's Parcel Number 474-250-003 located south of Mountain Ranch Road at Northshore Drive into 14 single family residential lots.

Resolution No. 2009-85

A Resolution of the City Council of the City of Moreno Valley, California, Approving Tentative Tract Map No. 32388 (PA05-0071) to Develop a 14 Lot Single Family Residential Subdivision on 9.5 Net Acres Located on the South Side of Mountain Ranch Road at Northshore Drive, Within Assessor's Parcel Number 474-250-003

Not approved. Project was denied.

- E.4 APPEAL BY PACIFIC COMMUNITIES (TR 23008) OF TRANSPORTATION UNIFORM MITIGATION FEES (TUMF) UNDER WESTERN RIVERSIDE COUNCIL OF GOVERNMENT'S (WRCOG) ADMINISTRATIVE PLAN POLICIES (Report of: Community Development Department)

Recommendation: That the City Council:

APPROVE Resolution No. 2009-108, thereby denying the request of Pacific Communities for an appeal of the requirement for TUMF fee payment for six residential lots within Tract Map 23008.

Resolution No. 2009-108

A Resolution of the City Council of the City of Moreno Valley, California, Denying an Appeal by Pacific Communities regarding payment of TUMF Fees for six residential lots within Tract 23008

Applicant Randy Madrid from Pacific Communities made the presentation.

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder.

Motion to Approve by m/Mayor Pro Tem Bonnie Flickinger, s/Council Member Jesse L. Molina
Approved by a vote of 5-0.

F. ITEMS REMOVED FROM CONSENT CALENDARS FOR DISCUSSION OR SEPARATE ACTION - none

G. REPORTS

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

a) Report by Mayor Stewart on March Joint Powers Commission (MJPA)

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

Mayor Stewart reported that the Agency's commissioners are working with the developer to develop East March into a health care center, which would include a small hospital, dental offices for RCC, assisted living and nursing homes, and possible other uses, including Cross Word Church. It is a very extensive and expensive proposal. At the last meeting, the questions were raised regarding traffic impact and finances. These issues will be addressed. The development agreement is still in its draft stage and is not finalized yet. The planning commissioners are not approving the project; they are only recommending that the project be moved forward for consideration by the whole body. The March Joint Powers Commission and the City of Moreno Valley are working hard to attract jobs to the area.

G.2 CONSIDERATION OF A REQUEST FROM COMMUNITY HEALTH SYSTEMS, INC. TO SPONSOR ITS 2ND ANNUAL HOLIDAY CELEBRATION HEALTH FAIR (Report of: City Clerk's Department)

Recommendation: That the City Council:

Consider the request of Community Health Systems, Inc. to sponsor its 2nd Annual Holiday Celebration Health Fair, in the amount of \$1,750.

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

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

G.3 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: That the City Council:

Introduce 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

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

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

G.4 PARTICIPATION AGREEMENT WITH BURLINGTON COAT FACTORY OF CALIFORNIA LLC (Report of: Economic Development Department)

Recommendation: That the City Council:

Adopt Resolution No. 2009-109, a resolution of the City of Moreno Valley approving and authorizing a Participation Agreement with Burlington Coat Factory of California, LLC.

Resolution No. 2009-109

Resolution of the City Council of the City of Moreno Valley Authorizing a Participation Agreement With Burlington Coat Factory of California, LLC

Mayor Stewart opened the agenda item for public comments, which were received from Daryl Terrell.

Motion to Approve by m/Council Member Jesse L. Molina, s/Council Member William H. Batey II
Approved by a vote of 5-0.

G.5 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

The City Manager announced the following:

- 1) A special sunset ceremony in honor of Veterans Day will be held on November 11 at 4:30 p.m. at the Veterans Memorial at the Moreno Valley Civic Center
- 2) The second series of foreclosure prevention workshops continues. The next one will be held on November 18, at 6:30 p.m. at the Sunnymead Ranch Homeowner Association facility
- 3) The League of California Cities recently requested that cities submit designs for the 2010 Annual League Conference logo. The logo submitted by Meleissa Mendonca, Senior Graphics Designer in the Media &

Communication Division, has been selected as the winning entry. The logo will be used in the future marketing publications about the conference, displayed on the League's homepage located at www.cacities.org, and will be used on various signage throughout the conference.

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

- H.1 .1 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: That the City Council:

Staff recommends that the City Council introduce 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.

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

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

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings
Approved by a vote of 5-0.

H.2 ORDINANCES - 2ND READING AND ADOPTION

- H.2 .1 ORDINANCE NO. 802 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING SPECIFIC PLAN AMENDMENT NO. 5 (P09-052) OF THE MORENO VALLEY AUTO MALL SPECIFIC PLAN NO. 209 TO INCLUDE MODIFICATION OF AN EXISTING FREEWAY PYLON SIGN AND ENTRY/TENANT MONUMENT SIGNS, VACATION OF A PORTION OF MOTOR WAY, ADDITION OF LANDSCAPE PARKWAYS, POP-OUTS AND SIDEWALKS, NEW DRIVEWAYS FOR A PROPOSED VEHICLE DISPLAY AREA ON MOTOR WAY AND FROM NORTHBOUND MORENO BEACH DRIVE AS WELL AS OTHER MINOR CLEAN-UP AND TEXT CHANGES TO THE SPECIFIC PLAN AND AN APPROVED SIGN PROGRAM (RECEIVED FIRST READING AND INTRODUCTION ON A 3-0-1-1 VOTE, STEWART RECUSED AND MOLINA ABSTAINED).

Recommendation: That the City Council:
Adopt Ordinance No. 802.

Ordinance No. 802

An Ordinance of the City Council of the City of Moreno Valley, California, Approving Specific Plan Amendment No. 5 (P09-052) of the Moreno Valley Auto Mall Specific Plan No. 209 to Include Modification of an Existing Freeway Pylon Sign and Entry/Tenant Monument Signs, Vacation of a Portion of Motor Way, Addition of Landscape Parkways, Pop-Outs and Sidewalks, New Driveways for a Proposed Vehicle Display Area on Motor Way and from Northbound Moreno Beach Drive as Well as Other Minor Clean-Up and Text Changes to the Specific Plan and an Approved Sign Program

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings
Approved by a vote of 5-0.

Motion to rescind the previous vote on Ordinance No. 802 and reconsider the Item by m/Mayor Pro Tem Bonnie Flickinger, s/Council Member William H. Batey II
Approved by a vote of 5-0.

Motion to adopt Ordinance No. 802 by m/Mayor Pro Tem Bonnie Flickinger, s/ Council Member William H. Batey II
Approved by a vote of 3-1-1, Council Member Jesse L. Molina opposed, Mayor Stewart recused.

H.3 ORDINANCES - URGENCY ORDINANCES

- H.3 .1 ORDINANCE NO. 805, AN URGENCY 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: That the City Council:

Adopt Ordinance No. 805, an urgency 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.

Ordinance No. 805

An Urgency 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

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

Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II
Approved by a vote of 5-0.

H.4 RESOLUTIONS - NONE

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

Daryl Terrell

- 1) Economic development and job opportunities

Pete Bleckert

- 1) Projects/improvements in District 1
- 2) Lack of sidewalks on Myers and Atwood

Tom Jerele Sr.

- 1) Development Impact Fees

Raul Wilson

- 1) Decisions of elected officials

Deanna Reeder

- 1) Congratulated the Council for the vote on a 9.5 acre parcel off Ironwood (Item E3)
- 2) Highland Fairview Sketchers project (Item E1)
- 3) Ironwood Street widening

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

Council Member Molina

1. A meeting for the Ironwood widening is scheduled for November 16 - this will be a joint meeting of District 1 and 3; everything will be taken into consideration
2. Invited everyone to attend a Veterans Day ceremony on November 11
3. Encouraged everyone to shop at Sunnymead Blvd. businesses

Council Member Hastings

1. Congratulated staff on Burlington Factory project, which has a potential of bringing two more anchors and bringing jobs. Stated that to be able to bring in businesses in this economy is a major accomplishment
2. Congratulated the Mayor and Council Member Batey for their vote at March - the project will bring about 14,000 high-skilled, high-paying jobs
3. A neighborhood meeting on Ironwood (for the stretch between Vista de Cerros and Nason) will be held on November 16 to get an input from the residents; thanked the Council Members for their support on this issue
4. Veterans Day is tomorrow

Mayor Pro Tem Flickinger

- 1) Announced openings on the Environmental and Historical Preservation Board and the Recreational Trails Board; the deadline for applying is November 19
- 2) Stated that she was approached by a Riverside Council member, who was impressed with the soccer fields in the Moreno Valley Community Park and asked to convey his congratulations to the City Council for making the decision to build those fields
- 3) Free RTA bus rides, which are available to all Riverside Community College District students continue to be very popular; the program began 14 months ago and has already over 1 million riders;
- 4) There are positive signs that Moreno Valley's economy is improving - housing resale values have increased three months in a row, and unemployment slowed down
- 5) Responded to a speaker's comments regarding requiring Burlington Factory to create local jobs - this can't be forced on a business; the Economic Development Department had been very successful in the past 12 months in creating new jobs and attracting businesses
- 7) Invited everyone to attend a special sunset Veterans Day ceremony on November 11

Council Member Batey

1. Warned the residents that a company is fraudulently representing themselves as a Fire Marshal, contacting businesses, requiring them to sign fire extinguishers contracts for up to three years, and collecting money from business owners. This is unauthorized. A joint task force with the City of Riverside will be put together to track them down and get them off the streets: advised business owners to ask for identification, as there is only one fire marshal in the City of Moreno Valley

Mayor Stewart

1. Explained that a large, main business, such as Burlington Factory, is attracting other smaller businesses, which will locate adjacent to the main one
2. A brand-new restaurant Curry & Kabab, offering fantastic Indian food, was opened recently at the Canyon Springs shopping center
3. Received a complaint about speeding on Pigeon Pass Road; more efforts will be made to make sure that the speed limits are enforced; encouraged residents to address their problems at the Traffic Safety Commission meetings
4. Halloween this year was relatively quiet compared to the last year's; many additional units were out on patrol; congratulated the Police Department for arresting persons stealing Halloween decorations

CLOSED SESSION – canceled

Motion to adjourn. s/Council Member Jesse L. Molina, s/Council Member William H. Batey II. Approved by a 5-0 vote.

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:13 p.m. by unanimous informal consent.

Submitted by:

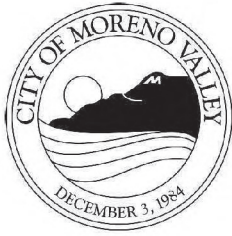
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

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	
CITY ATTORNEY	<i>gal</i>
CITY MANAGER	<i>PH</i>

Report to City Council

TO: Mayor and City Council

FROM: Steve Elam, Financial & Administrative Services Director

AGENDA DATE: November 23, 2009

TITLE: APPROVAL OF CHECK REGISTER FOR SEPTEMBER, 2009

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2009-110, approving the Check Register for the month of September, 2009 in the amount of \$16,078,310.78.

DISCUSSION

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.

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.

ATTACHMENTS/EXHIBITS

Resolution No. 2009-110
Check Register for Month of September, 2009

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. 2009-110

A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MORENO VALLEY, CALIFORNIA,
APPROVING THE CHECK REGISTER
FOR THE MONTH OF SEPTEMBER, 2009

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period September 1, 2009 through September 30, 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 September 1, 2009 through September 30, 2009, in the total amount of \$16,078,310.78 is approved.

APPROVED AND ADOPTED this 23th day of November, 2009.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

1 Resolution No. 2009-
Date Adopted: November 23, 2009

RESOLUTION JURAT

[Clerk's office will prepare]

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

2 Resolution No. 2009-
Date Adopted: November 23, 2009



City of Moreno Valley

Check Register

For Period 9/1/2009 through 9/30/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS IN THE AMOUNT OF \$25,000 OR GREATER				
BOYLE ENGINEERING CORPORATION				
9/28/2009	197786	30,255.06		
			PERRIS BLVD WIDENING PROJ	20,715.06
			PERRIS BLVD WIDENING PROJ	5,955.00
			PERRIS BLVD WIDENING PROJ	3,585.00
Vendor Total		30,255.06		
FYTD for BOYLE ENGINEERING CORPORATION		119,546.86		
CRITICAL SOLUTIONS				
9/21/2009	197674	144,775.30		
			EMRGNCY OPS CTR PROJ	144,775.30
Vendor Total		144,775.30		
FYTD for CRITICAL SOLUTIONS		148,275.30		



City of Moreno Valley

Check Register

For Period 9/1/2009 through 9/30/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EASTERN MUNICIPAL WATER DISTRICT				
9/15/2009	197645	30,943.88		
			WATER CHRGS FOR AUGUST	85.95
			WATER CHRGS FOR AUGUST	1,973.44
			WATER CHRGS FOR AUGUST	36.00
			WATER CHRGS FOR AUGUST	3,614.54
			WATER CHRGS FOR AUGUST	11,912.72
			WATER CHRGS FOR AUGUST	9,504.02
			WATER CHRGS FOR AUGUST	1,121.50
			WATER CHRGS FOR AUGUST	763.67
			WATER CHRGS FOR AUGUST	598.28
			WATER CHRGS FOR AUGUST	416.27
			WATER CHRGS FOR AUGUST	227.30
			WATER CHRGS FOR AUGUST	67.52
			WATER CHRGS FOR AUGUST	377.28
			WATER CHRGS FOR AUGUST	150.82
			WATER CHRGS FOR AUGUST	94.57
9/21/2009	197682	57,774.95		
			WATER CHRGS FOR JULY	2,994.27
			WATER CHRGS FOR AUGUST	1,163.92
			WATER CHRGS FOR AUGUST	939.74
			WATER CHRGS FOR AUGUST	1,031.23
			WATER CHRGS FOR AUGUST	875.77
			WATER CHRGS FOR AUGUST	110.10
			WATER CHRGS FOR AUGUST	-613.37
			WATER CHRGS FOR AUGUST	4,675.25
			WATER CHRGS FOR AUGUST	2,019.72
			WATER CHRGS FOR AUGUST	6,394.63
			WATER CHRGS FOR AUGUST	4,857.36
			WATER CHRGS FOR AUGUST	6,787.76
			WATER CHRGS FOR AUGUST	7,258.33
			WATER CHRGS FOR AUGUST	1,991.07
			WATER CHRGS FOR AUGUST	287.43
			WATER CHRGS FOR AUGUST	61.54
			WATER CHRGS FOR AUGUST	1,383.86
			WATER CHRGS FOR AUGUST	2,599.92
			WATER CHRGS FOR AUGUST	842.91
			WATER CHRGS FOR AUGUST	221.26
			WATER CHRGS FOR AUGUST	296.45
			WATER CHRGS FOR AUGUST	145.58
			WATER CHRGS FOR AUGUST	2,688.22
			WATER CHRGS FOR AUGUST	1,052.31
			WATER CHRGS FOR AUGUST	184.53
			WATER CHRGS FOR AUGUST	490.97
			WATER CHRGS FOR AUGUST	275.92
			WATER CHRGS FOR AUGUST	633.28
			WATER CHRGS FOR AUGUST	2,072.41
			WATER CHRGS FOR AUGUST	2,908.11
			WATER CHRGS FOR AUGUST	1,008.79
			WATER CHRGS FOR AUGUST	135.68
Vendor Total		88,718.83		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		451,770.48		



City of Moreno Valley

Check Register

For Period 9/1/2009 through 9/30/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EMPLOYMENT DEVELOPMENT DEPARTMENT				
9/11/2009	2489	39,236.21		
			DEP STATE INC TAX W/H 09/11/09	39,236.21
9/25/2009	2497	35,071.09		
			DEP STATE INC TAX W/H 09/25/09	35,071.09
Vendor Total		74,307.30		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		263,015.42		
ENCO UTILITY SERVICES MORENO VALLEY LLC				
9/8/2009	197425	50,381.10		
			JUL-09 PROF SVCS	1,174.74
			JUL-09 PROF SVCS	1,731.88
			JUL-09 PROF SVCS	35,003.93
			JUL-09 PROF SVCS	391.42
			SEPT-09 CBNT LSE-GRAHAM	17.89
			SEPT-09 CBNT LSE-GRAHAM	1,232.11
			SEPT-09 CBNT LSE-GLOBE	23.79
			SEPT-09 CBNT LSE-GLOBE	1,226.21
			SEPT-09 CBNT LSE-CTTNWD	86.92
			SEPT-09 CBNT LSE-CTTNWD	1,163.08
			SEPT-09 CBNT LSE-FRDRCK	35.52
			SEPT-09 CBNT LSE-FRDRCK	1,214.48
			SEPT-09 CBNT LSE-INDIAN	119.98
			SEPT-09 CBNT LSE-INDIAN	1,130.02
			SEPT-09 CBNT LSE-IRIS	136.15
			SEPT-09 CBNT LSE-IRIS	1,113.85
			TEMP CONSTR PWR FCLTY FOR EOC	4,579.13
9/14/2009	197552	114,607.58		
			5/8 -6/7/09 DIST CHRGS	112,020.43
			5/8 -6/7/09 SPCL CHRGS	6,074.00
			5/8 -6/7/09 BAD DEBT DEDUCTION	-4,127.40
			5/8 -6/7/09 ONLINE UT SVCS	308.55
			UT METER FEES	332.00
9/28/2009	197813	62,120.11		
			CIRC#5 PHASE II INSTALL. WORK	62,120.11
Vendor Total		227,108.79		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		577,401.58		
ENVIRONMENTAL CONSTRUCTION, INC.				
9/14/2009	197553	389,018.55		
			SUNNYMD BLVD REVIT PROJ	389,018.55
Vendor Total		389,018.55		
FYTD for ENVIRONMENTAL CONSTRUCTION, INC.		1,163,829.70		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HARDY & HARPER, INC.				
9/28/2009	197828	881,765.46	2009 ANNL PAVEMNT RESURF PROJ	881,765.46
Vendor Total		881,765.46		
FYTD for HARDY & HARPER, INC.		1,230,370.26		
INTERNAL REVENUE SERVICE				
9/11/2009	2488	154,339.22	DEP FED TAX W/H 09/11/09	154,339.22
9/25/2009	2496	136,939.67	DEP FED TAX W/H 09/25/09	136,939.67
Vendor Total		291,278.89		
FYTD for INTERNAL REVENUE SERVICE		1,006,697.00		
LIM & NASCIMENTO ENGINEERING CORP.				
9/8/2009	197454	38,449.46	INDIAN BASIN IMPRVMENTS PROJ	38,449.46
Vendor Total		38,449.46		
FYTD for LIM & NASCIMENTO ENGINEERING CORP.		227,026.64		
MORENO VALLEY UTILITY				
9/21/2009	197716	81,312.03	ELECTRIC CHRGS	100.56
			ELECTRIC CHRGS	1,573.31
			ELECTRIC CHRGS	206.78
			ELECTRIC CHRGS	1,268.33
			ELECTRIC CHRGS	19,900.63
			ELECTRIC CHRGS	17,401.49
			ELECTRIC CHRGS	6,415.90
			ELECTRIC CHRGS	12,488.90
			ELECTRIC CHRGS	1,886.65
			ELECTRIC CHRGS	3,495.54
			ELECTRIC CHRGS	10,262.85
			ELECTRIC CHRGS	5,526.80
			ELECTRIC CHRGS	189.22
			ELECTRIC CHRGS	113.00
			ELECTRIC CHRGS	71.68
			ELECTRIC CHRGS	53.76
			ELECTRIC CHRGS	53.92
			ELECTRIC CHRGS	172.79
			ELECTRIC CHRGS	129.92
Vendor Total		81,312.03		
FYTD for MORENO VALLEY UTILITY		245,143.99		



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NORRIS-REPKE, INC.				
9/14/2009	197595	54,114.00		
			TEMP STAFFING SVCS-VARIOUS PRJ	18,618.00
			TEMP STAFFING SVCS-VARIOUS PRJ	17,748.00
			TEMP STAFFING SVCS-VARIOUS PRJ	12,010.12
			TEMP STAFFING SVCS-VARIOUS PRJ	5,737.88
Vendor Total		54,114.00		
FYTD for NORRIS-REPKE, INC.		111,575.00		
ONESOURCE DISTRIBUTORS, INC.				
9/8/2009	197466	43,848.51		
			ELCTRCL EQUIP FOR PROJ CNSTRCT	1,710.00
			SALES TAX ON PURCH	149.63
			ELCTRCL EQUIP FOR PROJ CNSTRCT	38,610.46
			SALES TAX ON PURCH	3,378.42
Vendor Total		43,848.51		
FYTD for ONESOURCE DISTRIBUTORS, INC.		43,848.51		
OVERLAND PACIFIC & CUTLER, INC.				
9/28/2009	197862	29,272.25		
			SR-60/NASON ST INTRCHNG PROJ	29,272.25
Vendor Total		29,272.25		
FYTD for OVERLAND PACIFIC & CUTLER, INC.		71,866.75		
P. W. ENHANCEMENT CENTER				
9/8/2009	197468	26,402.35		
			PRTNRSHP PGRM-ECON DEV	7,803.53
			PRTNRSHP PGRM-ECON DEV	9,310.90
			PRTNRSHP PGRM-ECON DEV	9,287.92
Vendor Total		26,402.35		
FYTD for P. W. ENHANCEMENT CENTER		26,402.35		
PERS HEALTH INSURANCE				
9/8/2009	90903	195,020.15		
			EMPL HEALTH INS 09/01/2009	195,020.15
Vendor Total		195,020.15		
FYTD for PERS HEALTH INSURANCE		604,827.68		
PERS RETIREMENT				
9/4/2009	2482	208,238.63		
			PERS RETIREMENT 08/21/09	208,238.63
9/18/2009	2490	208,338.42		
			PERS RETIREMENT 09/04/09	208,338.42
Vendor Total		416,577.05		
FYTD for PERS RETIREMENT		1,328,112.11		



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POUK & STEINLE, INC.				
9/28/2009	197870	58,459.68		
			LASSELLE/BAY AVE ST IMPRVMENTS	53,154.18
			LASSELLE/BAY AVE ST IMPRVMENTS	5,305.50
Vendor Total		58,459.68		
FYTD for POUK & STEINLE, INC.		61,852.50		
PROACTIVE ENGINEERING CONSULTANTS, INC.				
9/8/2009	197474	156,092.17		
			CACTUS AVE WIDENING PROJ-STG 1	70,425.00
			CACTUS AVE WIDENING PROJ-STG 2	85,667.17
Vendor Total		156,092.17		
FYTD for PROACTIVE ENGINEERING CONSULTANTS, INC.		295,631.92		
RIVERSIDE COUNTY SHERIFF				
9/21/2009	90912	1,333,007.04		
			CONTRACT LAW ENF BILL#01	1,333,007.04
Vendor Total		1,333,007.04		
FYTD for RIVERSIDE COUNTY SHERIFF		11,436,041.80		
SEMPRA ENERGY SOLUTIONS				
9/28/2009	197881	856,204.66		
			AUG-09 POWER PURCHASE	856,204.66
Vendor Total		856,204.66		
FYTD for SEMPRA ENERGY SOLUTIONS		2,447,174.50		



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SOUTHERN CALIFORNIA EDISON				
9/14/2009	197624	140,515.63		
			ELECTRIC BILLS FOR AUGUST'09	40.32
			ELECTRIC BILLS FOR AUGUST'09	37.93
			ELECTRIC BILLS FOR AUGUST'09	1,028.78
			ELECTRIC BILLS FOR AUGUST'09	1,805.71
			ELECTRIC BILLS FOR AUGUST'09	1,945.55
			ELECTRIC BILLS FOR AUGUST'09	1,111.08
			ELECTRIC BILLS FOR AUGUST'09	1,094.25
			ELECTRIC BILLS FOR AUGUST'09	1,764.16
			ELECTRIC BILLS FOR AUGUST'09	1,156.73
			ELECTRIC BILLS FOR AUGUST'09	94,583.65
			ELECTRIC BILLS FOR AUGUST'09	35,442.06
			ELECTRIC BILLS FOR AUGUST'09	389.78
			ELECTRIC BILLS FOR AUGUST'09	116.32
			ELECTRIC BILLS FOR AUGUST'09	-0.69
9/14/2009	197625	33,419.28		
			IFA CHARGES	1,099.13
			ELECTRIC CHRGS	376.35
			IFA CHARGES-SUBSTATION	14,146.73
			JUL-09 WDAT CHRGS-SUBSTATION	17,797.07
9/28/2009	197885	38,390.69		
			AUG-09 WDAT CHRGS:FREDERICK	2,736.54
			AUG-09 WDAT CHRGS:GLOBE	9,769.86
			AUG-09 WDAT CHRGS:GRAHAM	3,816.93
			AUG-09 WDAT CHRGS:NANDINA	2,647.31
			AUG-09 WDAT CHRGS:SUBSTATION	16,794.83
			AUG-09 WDAT CHRGS:IRIS	2,625.22
9/28/2009	197887	1,671,000.00		
			PAYMENT FOR TMDL & NMDL	1,671,000.00
Vendor Total		1,883,325.60		
FYTD for SOUTHERN CALIFORNIA EDISON		4,861,242.80		
STRADLING, YOCCA, CARLSON & RAUTH				
9/21/2009	197747	25,463.83		
			LGL SVCS-FAMILY SVC ASSOC	3,913.00
			LGL SVCS-HSG	3,858.82
			LGL SVCS-HSG	1,551.32
			LGL SVCS-HSG	2,267.30
			LGL SVCS-HSG	375.00
			LGL SVCS-HSG	1,281.78
			LGL SVCS-HSG	2,225.93
			LGL SVCS-NSP	7,042.35
			JUL-09 LGL SVCS-RDA ADMIN	2,573.33
			JUL-09 LGL SVCS-RDA ADMIN	375.00
Vendor Total		25,463.83		
FYTD for STRADLING, YOCCA, CARLSON & RAUTH		35,435.92		



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U.S. BANK/CALCARDS				
9/9/2009	90908	73,779.39		
			CALCARD PYMT CYCLE END 9/07/09	73,779.39
9/30/2009	90915	66,968.90		
			CALCARD PYMT CYCLE END 9/22/09	66,968.90
	Vendor Total	140,748.29		
FYTD for U.S. BANK/CALCARDS		612,076.19		
UNION BANK OF CALIFORNIA				
9/28/2009	197899	62,539.00		
			MNTHLY LOC TRNSFR FEE JUL-09	170.00
			MNTHLY LOC TRNSFR FEE SEP-09	170.00
			ANNL LETTER OF CREDIT FEE	62,199.00
9/21/2009	90910	43,224.28		
			RETENTION PYMT-PROJ04-89280221	43,224.28
	Vendor Total	105,763.28		
FYTD for UNION BANK OF CALIFORNIA		193,305.41		
UNION BANK OF CALIFORNIA NA				
9/24/2009	90907	1,000,000.00		
			FHLB 2% MAT 09/24/12	1,000,000.00
9/24/2009	90909	1,000,000.00		
			FFCB 2.8% MAT 09/24/13	1,000,000.00
9/21/2009	90906	1,000,000.00		
			FHLB SU MAT 03/21/12	1,000,000.00
9/15/2009	90904	1,000,000.00		
			FHLB 3.1% MAT 09/15/14	1,000,000.00
9/15/2009	90905	1,000,000.00		
			FHLB SU MAT 09/15/14	1,000,000.00
9/3/2009	90902	1,000,000.00		
			FHLMC 3% MAT 09/03/13	1,000,000.00
9/30/2009	90803	1,000,000.00		
			FHLMC 2.4 MAT 08/14/13	1,000,000.00
	Vendor Total	7,000,000.00		
FYTD for UNION BANK OF CALIFORNIA NA		20,916,765.69		
UNITED CONTRACTORS COMPANY INC.				
9/28/2009	197900	119,961.00		
			EMRGNCY OPS CTR PROJ CONSTR.	119,961.00
	Vendor Total	119,961.00		
FYTD for UNITED CONTRACTORS COMPANY INC.		356,035.50		



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VA CONSULTING, INC.				
9/8/2009	197509	49,962.51		
			HAZ MITIGTN GRNT PRGM APP SVCS	8,800.00
			AUTO MALL IMPRVMNTS PROJ	2,352.50
			AUTO MALL IMPRVMNTS PROJ	37,970.01
			AUTO MALL IMPRVMNTS PROJ	840.00
	Vendor Total	49,962.51		
FYTD for VA CONSULTING, INC.		121,687.37		
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.				
9/21/2009	197765	58,872.00		
			TUMF RESIDENTIAL	58,872.00
	Vendor Total	58,872.00		
FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.		382,821.42		
	Subtotal	14,800,084.04		



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CHECKS LESS THAN \$25,000				
358TH CIVIL AFFAIRS BRIGADE				
9/8/2009	197398	20.00	MAYOR PRO TEM FLICKINGER	20.00
Vendor Total		20.00		
FYTD for 358TH CIVIL AFFAIRS BRIGADE		20.00		
3E COMPANY				
9/14/2009	197522	3,941.00	DOC SUBSCRIPTIONS	3,941.00
Vendor Total		3,941.00		
FYTD for 3E COMPANY		3,941.00		
A & I REPROGRAPHICS 2406362				
9/28/2009	197770	2,283.69	RPRGRPHC SVCS-PATRIOT PARK PRJ	79.22
			RPRGRPHC SVCS-PATRIOT PARK PRJ	1,595.63
			RPRGRPHC SVCS-SUNNYMD BLVD PRJ	96.48
			RPRGRPHC SVCS-SUNNYMD BLVD PRJ	445.28
			RPRGRPHC SVCS-DAY ST PROJ.	67.08
Vendor Total		2,283.69		
FYTD for A & I REPROGRAPHICS 2406362		2,283.69		
A-1 PAYDAY ADVANCE INC.				
9/8/2009	197399	90.00	REFUND-FALSE ALARM	90.00
Vendor Total		90.00		
FYTD for A-1 PAYDAY ADVANCE INC.		90.00		
ABB, INC.				
9/28/2009	197771	10,000.00	MICROSCADA PRO TRNG-ELEC SUBST	10,000.00
Vendor Total		10,000.00		
FYTD for ABB, INC.		10,000.00		
ACCESS SECURITY CONTROLS INT., INC.				
9/14/2009	197523	378.33	SEPT-09 MNTRNG SVC-FS #58	253.33
			REPRGRM SYS-FS #58	125.00
Vendor Total		378.33		
FYTD for ACCESS SECURITY CONTROLS INT., INC.		3,126.33		



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ACCESS TO THE FUTURE				
9/14/2009	197524	40.00		
			FY 09/10 LNCHNS-B ADAMS	40.00
Vendor Total		40.00		
FYTD for ACCESS TO THE FUTURE		40.00		
ADDISON, QUIANA				
9/14/2009	197525	27.00		
			REFUND-RED MPL REGIST	27.00
Vendor Total		27.00		
FYTD for ADDISON, QUIANA		27.00		
ADLERHORST INTERNATIONAL INC.				
9/14/2009	197526	425.01		
			AUG-09 K-9 TRNG-CASTANERA	141.67
			AUG-09 K-9 TRNG-DAVIS/SANTISTE	283.34
Vendor Total		425.01		
FYTD for ADLERHORST INTERNATIONAL INC.		1,450.02		
ADVANCE REFRIGERATION & ICE SYSTEMS, INC				
9/14/2009	197527	480.36		
			REFRIG. RPRS-ANML SHLTR	480.36
9/28/2009	197772	1,170.00		
			ICE MACH MAINT-FS #6	195.00
			ICE MACH MAINT-FS #2	195.00
			ICE MACH MAINT-FS #58	195.00
			ICE MACH MAINT-FS #48	195.00
			ICE MACH MAINT-TWNGTE	195.00
			ICE MACH MAINT-FS #65	195.00
Vendor Total		1,650.36		
FYTD for ADVANCE REFRIGERATION & ICE SYSTEMS, INC		3,688.96		
ADVANCED ELECTRIC				
9/14/2009	197528	502.00		
			RELOCATE WIRING-PUB SFTY BLDG	502.00
9/28/2009	197773	2,652.00		
			CIRCUITS-PRO SHOP	591.00
			INSTALL RECEPTACLE-ERC	262.00
			REWIRE ELECT-SR CTR	985.00
			ELECT WORK-CRC	83.00
			ELECT WORK-CRC	222.00
			ELECT WORK-ANML SHLTR	509.00
Vendor Total		3,154.00		
FYTD for ADVANCED ELECTRIC		14,952.00		



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ALBERT A. WEBB ASSOCIATES				
9/8/2009	197400	10,820.64	CNSLTNG SVCS-EDGMNT WTR	10,820.64
Vendor Total		10,820.64		
FYTD for ALBERT A. WEBB ASSOCIATES		83,437.54		
ALEGRIA, ANGIE				
9/21/2009	197648	66.00	REFUND-YTH SPORTS REGIST	66.00
Vendor Total		66.00		
FYTD for ALEGRIA, ANGIE		66.00		
ALESSANDRO ANIMAL HOSPITAL				
9/21/2009	197649	440.45	EMERG VET SVCS	440.45
Vendor Total		440.45		
FYTD for ALESSANDRO ANIMAL HOSPITAL		440.45		
ALICEA, RICHARD				
9/21/2009	197650	39.60	MILEAGE REIMBURSEMENT	39.60
Vendor Total		39.60		
FYTD for ALICEA, RICHARD		39.60		
ALLIANZ LIFE INSURANCE CO				
9/14/2009	197529	75.00	NON-EXEMPT ANNUITY	75.00
Vendor Total		75.00		
FYTD for ALLIANZ LIFE INSURANCE CO		225.00		
ALLIED INTERPRETING SERVICE, INC.				
9/21/2009	197651	695.00	INTERPRETING SVCS	695.00
Vendor Total		695.00		
FYTD for ALLIED INTERPRETING SERVICE, INC.		695.00		
AMEC EARTH & ENVIRONMENTAL, INC.				
9/21/2009	197652	190.80	ANNL PAVEMNT RESURF PROJ-PHS 2	190.80
Vendor Total		190.80		
FYTD for AMEC EARTH & ENVIRONMENTAL, INC.		1,595.80		



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AMERICAN FORENSIC NURSES				
9/8/2009	197401	3,717.50		
			BLOOD DRAWS ANALYSIS	956.50
			BLOOD DRAWS ANALYSIS	280.20
			BLOOD DRAWS ANALYSIS	1,140.50
			BLOOD DRAWS ANALYSIS	186.80
			BLOOD DRAWS ANALYSIS	1,074.50
			BLOOD DRAWS ANALYSIS	79.00
9/21/2009	197653	1,157.40		
			BLOOD DRAWS ANALYSIS	93.40
			BLOOD DRAWS ANALYSIS	39.50
			BLOOD DRAWS ANALYSIS	1,024.50
Vendor Total		4,874.90		
FYTD for AMERICAN FORENSIC NURSES		6,351.90		
AMERICAN QUICK PRINTING				
9/28/2009	197774	326.25		
			CERT/OCCUP FORMS-CDD	326.25
Vendor Total		326.25		
FYTD for AMERICAN QUICK PRINTING		865.00		
AMERICAN ROTARY BROOM CO.				
9/14/2009	197530	1,433.34		
			ST SWEEPING BROOM KITS	1,209.76
			ST SWEEPING BROOM KITS	223.58
9/28/2009	197775	1,163.83		
			ST SWEEPING BROOM KITS	447.16
			ST SWEEPING BROOM KITS	716.67
Vendor Total		2,597.17		
FYTD for AMERICAN ROTARY BROOM CO.		9,975.13		
AMTECH ELEVATOR SERVICES				
9/8/2009	197402	210.90		
			WHEELCHAIR LIFT SVC-SR CTR	210.90
9/14/2009	197531	118.37		
			AUG-09 ELEVATOR SVC-CTY HALL	118.37
Vendor Total		329.27		
FYTD for AMTECH ELEVATOR SERVICES		566.01		
ANDERSON, JOHN				
9/28/2009	197776	0.00		
			PER DIEM-RCLEAA CONF.	57.00
			PER DIEM-RCLEAA CONF.	-57.00
Vendor Total		0.00		
FYTD for ANDERSON, JOHN		0.00		



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ANIMAL EMERGENCY CLINIC, INC.				
9/28/2009	197777	315.00		
			EMERG VET SVCS	55.00
			EMERG VET SVCS	55.00
			EMERG VET SVCS	55.00
			EMERG VET SVCS	75.00
			EMERG VET SVCS	75.00
Vendor Total		315.00		
FYTD for ANIMAL EMERGENCY CLINIC, INC.		1,132.00		
ANIMAL HEALTH AND SANITARY SUPPLY				
9/21/2009	197654	1,290.92		
			KENNEL CLEANING SUPPLIES	214.11
			KENNEL CLEANING SUPPLIES	1,076.81
Vendor Total		1,290.92		
FYTD for ANIMAL HEALTH AND SANITARY SUPPLY		4,928.96		
ANIMAL PEST MANAGEMENT SERVICES, INC.				
9/28/2009	197778	1,610.00		
			AUG-09 PEST CNTRL-PARKS	665.00
			AUG-09 PEST CNTRL-PARKS	255.00
			AUG-09 PEST CNTRL-MARCH FLD	330.00
			AUG-09 PEST CNTRL-PAL	100.00
			AUG-09 PEST CNTRL-CFD #1	160.00
			AUG-09 PEST CNTRL-STARS BLDG	100.00
Vendor Total		1,610.00		
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.		5,890.00		
APODACA, GILBERT				
9/21/2009	197655	100.00		
			REFUND-CITATION	100.00
Vendor Total		100.00		
FYTD for APODACA, GILBERT		100.00		
ARCHIVE MANAGEMENT SERVICE				
9/14/2009	197532	1,203.01		
			AUG-09 OFFSITE STRG-CTY CLRK	1,203.01
Vendor Total		1,203.01		
FYTD for ARCHIVE MANAGEMENT SERVICE		4,318.82		



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ARROWHEAD WATER				
9/8/2009	197403	175.00		
			AUG WTR PURIF LS-ANML SHLTR	50.00
			AUG WTR PURIF LS-SR CTR	25.00
			AUG WTR PURIF LS-SPCL DIST	25.00
			AUG WTR PURIF LS-TECH SVCS	25.00
			AUG WTR PURIF LS-FACILITIES	25.00
			AUG WTR PURIF LS-CRC	25.00
9/28/2009	197779	365.78		
			WTR FLTR SVC-STARS	25.00
			WTR FLTR SVC-CITY HALL	125.01
			WTR FLTR SVC-CITY YARD	25.00
			WTR FLTR SVC-TRNSP TRLR	25.00
			WTR FLTR SVC-LIBRARY	25.00
			WTR FLTR SVC-FS #6	25.00
			WTR FLTR SVC-FS #48	25.00
			WTR FLTR SVC-FS #2	25.00
			WTR FLTR SVC-FS #58	15.77
			WTR FLTR SVC-FS #91	25.00
			WTR FLTR SVC-FS #65	25.00
Vendor Total		540.78		
FYTD for ARROWHEAD WATER		1,763.11		
AT & T STATE CALLING SERVICE				
9/21/2009	197656	0.40		
			AUG-09 STATE CALLING SRVC	0.40
Vendor Total		0.40		
FYTD for AT & T STATE CALLING SERVICE		0.40		
AT&T MOBILITY				
9/28/2009	197780	91.78		
			PH CHRGS-MBL CMMND CTR	91.78
Vendor Total		91.78		
FYTD for AT&T MOBILITY		367.35		
ATKINSON, RASHIMA				
9/21/2009	197657	61.00		
			REFUND-YTH SPORTS REGIST	61.00
Vendor Total		61.00		
FYTD for ATKINSON, RASHIMA		61.00		
AYALA, NANNERL A.				
9/14/2009	197533	50.33		
			MILEAGE REIMBURSEMENT	50.33
Vendor Total		50.33		
FYTD for AYALA, NANNERL A.		50.33		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
B & T WORKS, INC.				
9/21/2009	197658	918.00		
			MV COMM PARK WATER IMPRVMENTS	918.00
9/28/2009	197781	2,152.00		
			RET RLS-MV COMM PARK WATER PRJ	2,050.00
			RET RLS-MV COMM PARK WATER PRJ	102.00
	Vendor Total	3,070.00		
FYTD for B & T WORKS, INC.		21,520.00		
BALLANCE, LYLE & POLLY				
9/21/2009	197659	120.00		
			REFUND-FALSE ALARM	120.00
	Vendor Total	120.00		
FYTD for BALLANCE, LYLE & POLLY		120.00		
BANGLE, THERESA				
9/28/2009	197782	75.00		
			REFUND-S/N DEPOSIT	75.00
	Vendor Total	75.00		
FYTD for BANGLE, THERESA		75.00		
BASIC BACKFLOW				
9/8/2009	197404	270.00		
			BACKFLOW TESTING	30.00
			BACKFLOW TESTING	240.00
	Vendor Total	270.00		
FYTD for BASIC BACKFLOW		360.00		
BELL, ORROCK & WATASE, INC				
9/8/2009	197405	167.80		
			LEGAL SVCS 2004-24	167.80
	Vendor Total	167.80		
FYTD for BELL, ORROCK & WATASE, INC		4,630.15		



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BEMUS LANDSCAPE, INC.				
9/21/2009	197660	15,998.14		
			AUG-09 LNDSCP MAINT-S AQDCT A	850.50
			AUG-09 LNDSCP MAINT-S AQDCT B	735.00
			AUG-09 LNDSCP MAINT-N AQDCT	525.00
			AUG-09 LNDSCP MAINT-SR CTR	262.50
			AUG-09 LNDSCP MAINT-EDISON/OLD	1,785.00
			AUG-09 LNDSCP MAINT-PAN AM AQD	600.00
			AUG-09 LNDSCP MAINT-ANML SHLTR	520.00
			AUG-09 LNDSCP MAINT-CTY HALL	992.56
			AUG-09 LNDSCP MAINT-VTRNS MEM	250.00
			AUG-09 LNDSCP MAINT-CRC	1,900.00
			AUG-09 LNDSCP MAINT-ANNX #1	300.00
			AUG-09 LNDSCP MAINT-FIRE	2,300.00
			AUG-09 LNDSCP MAINT-LIBRARY	520.00
			AUG-09 LNDSCP MAINT-PSB	1,047.58
			AUG-09 LNDSCP MAINT-STARS	300.00
			AUG-09 LNDSCP MAINT-BAY/JFK	1,900.00
			AUG-09 LNDSCP MAINT-SUBSTN	480.00
			AUG-09 LNDSCP MAINT-MVU	480.00
			AUG-09 LNDSCP MAINT-CTY YARD	250.00
	Vendor Total	15,998.14		
FYTD for BEMUS LANDSCAPE, INC.		91,351.01		
BENESYST, INC.				
9/21/2009	197661	247.29		
			FLEX ADMIN SVCS	247.29
	Vendor Total	247.29		
FYTD for BENESYST, INC.		1,012.44		
BERNAL, EVELIA/RENE				
9/28/2009	197783	75.00		
			REFUND-S/N DEPOSIT	75.00
	Vendor Total	75.00		
FYTD for BERNAL, EVELIA/RENE		75.00		
BEST, BEST & KRIEGER, LLP				
9/28/2009	197784	67.50		
			JUL-09 LGL SVCS-EMPIRE LAND	67.50
	Vendor Total	67.50		
FYTD for BEST, BEST & KRIEGER, LLP		2,179.00		
BIBBS, ROBERT				
9/21/2009	197662	61.00		
			REFUND-YTH SPORTS REGIST	59.00
			REFUND-YTH SPORTS REGIST	2.00
	Vendor Total	61.00		
FYTD for BIBBS, ROBERT		61.00		



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BLUE SHIELD OF CALIFORNIA				
9/14/2009	197534	1,053.87		
			INS PREM: J03201829-9	241.66
			INS PREM: J01001762-9	812.21
Vendor Total		1,053.87		
FYTD for BLUE SHIELD OF CALIFORNIA		3,161.61		
BOARMAN, NICOLE				
9/8/2009	197406	106.36		
			REFUND-MV UTILITIES	106.36
Vendor Total		106.36		
FYTD for BOARMAN, NICOLE		106.36		
BOBO II, FELIX				
9/21/2009	197663	51.70		
			MILEAGE REIMBURSEMENT	51.70
Vendor Total		51.70		
FYTD for BOBO II, FELIX		51.70		
BOENZI, ANGELICA				
9/8/2009	197407	494.00		
			13 DAYS - INSTRUCT. SRVCS	494.00
Vendor Total		494.00		
FYTD for BOENZI, ANGELICA		494.00		
BOUDREAUX, ELIZABETH				
9/28/2009	197785	75.00		
			REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for BOUDREAUX, ELIZABETH		75.00		
BRAVO, ROSIE				
9/28/2009	197787	67.00		
			REFUND-GUITAR CLASS	67.00
Vendor Total		67.00		
FYTD for BRAVO, ROSIE		67.00		
BRENNER, MELISSA				
9/28/2009	197788	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for BRENNER, MELISSA		20.00		



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BUCHANAN, CHERYL				
9/21/2009	197664	200.00		
			REFUND-RNTL DEP	200.00
Vendor Total		200.00		
FYTD for BUCHANAN, CHERYL		200.00		
BURGESS, ANTOINETTE				
9/21/2009	197665	59.00		
			REFUND-YTH SPORTS REGIST	59.00
Vendor Total		59.00		
FYTD for BURGESS, ANTOINETTE		59.00		
BUTLER, LESLEY				
9/21/2009	197666	0.00		
			REFUND-YTH SPORTS REGIST	59.00
			REFUND-YTH SPORTS REGIST	-59.00
9/28/2009	197789	59.00		
			REFUND-YTH SPORTS REGIST	59.00
Vendor Total		59.00		
FYTD for BUTLER, LESLEY		59.00		
CA. COMM. FOUNDATION DNA AWARENESS FORUM				
9/8/2009	197408	150.00		
			DNA AWRNSS EDUC FORUM/LUNCHEON	50.00
			DNA AWRNSS EDUC FORUM/LUNCHEON	50.00
			DNA AWRNSS EDUC FORUM/LUNCHEON	50.00
Vendor Total		150.00		
FYTD for CA. COMM. FOUNDATION DNA AWARENESS FORUM		150.00		
CABRAL, RAMIRO				
9/14/2009	197535	300.00		
			REFUND-RNTL DEP	300.00
Vendor Total		300.00		
FYTD for CABRAL, RAMIRO		300.00		



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CALAVERAS STANDARD MATERIALS				
9/14/2009	197536	2,821.22		
			CEMENT PURCHASE	614.42
			CEMENT PURCHASE	482.12
			CEMENT PURCHASE	564.42
			CEMENT PURCHASE	564.42
			CEMENT PURCHASE	595.84
9/28/2009	197790	1,108.43		
			CEMENT PURCHASE	701.16
			CEMENT PURCHASE	407.27
Vendor Total		3,929.65		
FYTD for CALAVERAS STANDARD MATERIALS		10,431.51		
CALIFORNIA CENTERS MAGAZINE, INC.				
9/21/2009	197667	3,780.00		
			ISSUE #87 ADVERTISING	3,780.00
Vendor Total		3,780.00		
FYTD for CALIFORNIA CENTERS MAGAZINE, INC.		3,780.00		
CAMPA , ALFONSO				
9/21/2009	197668	320.00		
			PER DIEM-CNOA COURSE	320.00
Vendor Total		320.00		
FYTD for CAMPA , ALFONSO		320.00		
CANON FINANCIAL SERVICES, INC.				
9/28/2009	197791	15,181.36		
			JUL-09 COPIERS LEASE	7,059.29
			JUL-09 COPIERS LEASE	531.39
			AUG-09 COPIERS LEASE	7,059.29
			AUG-09 COPIERS LEASE	531.39
Vendor Total		15,181.36		
FYTD for CANON FINANCIAL SERVICES, INC.		22,772.04		
CAPARAS, MANUEL				
9/21/2009	197669	61.00		
			REFUND-YTH SPORTS REGIST	61.00
Vendor Total		61.00		
FYTD for CAPARAS, MANUEL		61.00		
CAREERTRACK				
9/28/2009	197792	99.00		
			D. GREEN-MNGING EMOTIONS CLASS	99.00
Vendor Total		99.00		
FYTD for CAREERTRACK		99.00		



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CARIAS, CAROLINA				
9/8/2009	197409	300.00	REFUND-RNTL DEP	300.00
Vendor Total		300.00		
FYTD for CARIAS, CAROLINA		300.00		
CHAMPION CHEMICAL, INC				
9/8/2009	197410	982.54	GRAFFITI RMVL SUPPLIES	658.36
			GRAFFITI RMVL SUPPLIES	324.18
Vendor Total		982.54		
FYTD for CHAMPION CHEMICAL, INC		982.54		
CHANCY, CHIZURU				
9/8/2009	197411	210.60	HWWN DNC CLASS INSTRCTR	93.60
			HWWN DNC CLASS INSTRCTR	117.00
Vendor Total		210.60		
FYTD for CHANCY, CHIZURU		514.80		
CHAVEZ, GUILLERMO				
9/28/2009	197793	200.00	REFUND-ADMIN CITATION	200.00
Vendor Total		200.00		
FYTD for CHAVEZ, GUILLERMO		200.00		
CHERRY VALLEY FEED				
9/8/2009	197412	222.89	FOOD FOR K-9	63.06
			FOOD FOR K-9	159.83
9/21/2009	197670	71.66	FOOD FOR K-9 MAX	71.66
Vendor Total		294.55		
FYTD for CHERRY VALLEY FEED		653.36		
CITY OF MORENO VALLEY VEBA TRUST				
9/14/2009	197537	4,350.00	EXEMPT VEBA	4,350.00
Vendor Total		4,350.00		
FYTD for CITY OF MORENO VALLEY VEBA TRUST		13,037.50		



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COHEN & GOLDFRIED				
9/21/2009	197671	910.00	AUG-09 LGL SVCS	910.00
Vendor Total		910.00		
FYTD for COHEN & GOLDFRIED		3,412.50		
COMMUNITY HEALTH CHARITIES				
9/14/2009	197538	334.00	CHC CONTRIBUTIONS	334.00
9/28/2009	197794	334.00	CHC CONTRIBUTIONS	334.00
Vendor Total		668.00		
FYTD for COMMUNITY HEALTH CHARITIES		2,407.00		
CONTINUING EDUCATION OF THE BAR				
9/28/2009	197795	101.68	LGL PUBLICATION SUBSCRIPTION	101.68
Vendor Total		101.68		
FYTD for CONTINUING EDUCATION OF THE BAR		300.42		
CONTRERAS, CRISTINA				
9/21/2009	197672	61.00	REFUND-YTH SPORTS REGIST	61.00
Vendor Total		61.00		
FYTD for CONTRERAS, CRISTINA		61.00		
CONVERT-A-DOC				
9/14/2009	197539	9,718.31	SCANNING SVCS	711.68
			ELECTRNC ARCHIVING OF B&S DOCS	9,006.63
Vendor Total		9,718.31		
FYTD for CONVERT-A-DOC		12,619.86		
COOPER, CARLY				
9/8/2009	197413	587.72	CITATION REFUND	587.72
Vendor Total		587.72		
FYTD for COOPER, CARLY		587.72		
CORPIN, RUBY				
9/28/2009	197796	75.00	CPR INSTRCTR PMT	75.00
Vendor Total		75.00		
FYTD for CORPIN, RUBY		150.00		



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COSTCO				
9/8/2009	197414	2,366.80	MISC SUPPLIES-SKATE PARK	503.17
			MISC SUPPLIES-SKATE PARK	506.65
			MISC SUPPLIES-SKATE PARK	418.13
			MISC SUPPLIES-SKATE PARK	237.66
			MISC SUPPLIES-SKATE PARK	186.83
			MISC SUPPLIES-SKATE PARK	349.21
			MISC SUPPLIES-ECON DEV	165.15
9/14/2009	197540	5,933.89	MISC. SUPPLIES-STARS	5,894.94
			MISC SUPPLIES-EDD	38.95
9/21/2009	197673	1,697.70	MISC SUPPLIES-STARS	900.54
			MISC SUPPLIES-STARS	140.79
			MISC SUPPLIES-STARS	480.16
			MISC SUPPLIES-EDD	176.21
9/28/2009	197797	292.32	MISC SUPPLIES-STARS	132.17
			MISC SUPPLIES-SKATE PARK	139.22
			MISC SUPPLIES-EDD	20.93
Vendor Total		10,290.71		
FYTD for COSTCO		24,015.25		
COUNSELING TEAM, THE				
9/14/2009	197541	1,250.00	JUL-09 EMP CNSLNG SVCS	1,250.00
9/28/2009	197798	1,250.00	AUG-09 EMP CNSLNG SVCS	1,250.00
Vendor Total		2,500.00		
FYTD for COUNSELING TEAM, THE		3,750.00		
COUNTY OF RIVERSIDE - RMAP				
9/14/2009	197542	36.60	AUG-09 RECORDATION RQSTS	36.60
Vendor Total		36.60		
FYTD for COUNTY OF RIVERSIDE - RMAP		36.60		
COURT, JOSEPHINE				
9/14/2009	197543	300.00	REFUND-RNTL DEP	300.00
Vendor Total		300.00		
FYTD for COURT, JOSEPHINE		300.00		



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CPS HUMAN RESOURCE SERVICES				
9/8/2009	197415	430.00	REFUND-CRC RNTL DEP 8/16	430.00
Vendor Total		430.00		
FYTD for CPS HUMAN RESOURCE SERVICES		430.00		
CTAI PACIFIC GREENSCAPE				
9/14/2009	197544	4,926.49	AUG-09 LNDSCP MAINT-DSG1W IRRIGATION RPR-TR 19529	4,921.39 5.10
Vendor Total		4,926.49		
FYTD for CTAI PACIFIC GREENSCAPE		17,158.66		
CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH				
9/8/2009	197416	3,498.21	VECTOR CNTRL SVCS	3,498.21
Vendor Total		3,498.21		
FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH		8,405.47		
D & D SERVICES DBA D & D DISPOSAL, INC.				
9/28/2009	197799	745.00	AUG-09 DISPOSAL SVCS	745.00
Vendor Total		745.00		
FYTD for D & D SERVICES DBA D & D DISPOSAL, INC.		2,385.00		
DAMWISK, GRACE				
9/28/2009	197800	75.00	REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for DAMWISK, GRACE		75.00		
DATA TICKET, INC.				
9/8/2009	197417	3,307.50	JUL-09 PD CITATION PRCSSNG	3,307.50
9/28/2009	197801	86.58	JUL-09 PRCSSNG SVC-BLDG/SFTY	86.58
Vendor Total		3,394.08		
FYTD for DATA TICKET, INC.		38,246.47		
DATAQUICK CORPORATE HEADQUARTERS				
9/21/2009	197675	430.50	ON-LINE SUBSCRIPTON ON-LINE PROPERTY FINDER SVC	130.50 300.00
Vendor Total		430.50		
FYTD for DATAQUICK CORPORATE HEADQUARTERS		1,291.50		



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DAVID EVANS & ASSOCIATES, INC.				
9/14/2009	197545	4,490.00	SUNNYMD BLVD REVIT PROJ	4,490.00
Vendor Total		4,490.00		
FYTD for DAVID EVANS & ASSOCIATES, INC.		4,986.90		
DE LEON, RONY				
9/14/2009	197546	30.00	REFUND-FALSE ALARM	30.00
Vendor Total		30.00		
FYTD for DE LEON, RONY		30.00		
DEBINAIRE COMPANY				
9/14/2009	197547	842.32	AUG-09 BOILER MAINT-PSB	140.00
			BOILER SVC-PSB	206.63
			AUG-09 BOILER MAINT-CRC	95.00
			AUG-09 BOILER MAINT-ANML SHLTR	190.00
			AUG-09 BOILER MAINT-CTY HALL	140.00
			BOILER SVC-CTY HALL	70.69
Vendor Total		842.32		
FYTD for DEBINAIRE COMPANY		961.95		
DECORTE, DONNA				
9/28/2009	197802	3.00	REFUND-CREDIT BALANCE	3.00
Vendor Total		3.00		
FYTD for DECORTE, DONNA		3.00		
DELTA DENTAL				
9/8/2009	197418	12,071.80	EMPLOYEE DENTAL INSURANCE	12,071.80
Vendor Total		12,071.80		
FYTD for DELTA DENTAL		35,428.00		
DELTACARE USA				
9/14/2009	197548	6,751.60	EMPLOYEE DENTAL INSURANCE	6,694.03
			EMPLOYEE DENTAL INSURANCE	57.57
Vendor Total		6,751.60		
FYTD for DELTACARE USA		20,914.61		



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DEPARTMENT ISSUE, INC.				
9/28/2009	197803	397.13		
			POLICE MOTORCYCLE HELMET	380.63
			SHIPPING & HANDLING CHARGE	16.50
Vendor Total		397.13		
FYTD for DEPARTMENT ISSUE, INC.		1,632.91		
DESIGN WORKS				
9/21/2009	197676	354.30		
			UNIFORMS-YTH BSKTBALL	354.30
Vendor Total		354.30		
FYTD for DESIGN WORKS		2,114.58		
DIETRICH, RICHELLE				
9/28/2009	197804	75.00		
			REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for DIETRICH, RICHELLE		75.00		
DIGITAL TELECOMMUNICATIONS CORP.				
9/21/2009	197677	13,695.00		
			AVST INSTALL	13,695.00
9/28/2009	197805	13,695.00		
			AVST CALLEXPRESS VOICEMAIL	13,695.00
Vendor Total		27,390.00		
FYTD for DIGITAL TELECOMMUNICATIONS CORP.		41,085.94		
DINGLEY, KIRK				
9/8/2009	197419	50.00		
			REFUND-TRAP DEP	50.00
Vendor Total		50.00		
FYTD for DINGLEY, KIRK		50.00		
DLS LANDSCAPE, INC				
9/28/2009	197806	12,390.00		
			AUG-09 LNDSCP MAINT-CFD #1	2,160.00
			AUG-09 LNDSCP MAINT-ZN A	10,230.00
Vendor Total		12,390.00		
FYTD for DLS LANDSCAPE, INC		24,780.00		
DQNEWS CUSTOM REPORTS				
9/28/2009	197807	350.00		
			FORECLOSURE COUNTS	350.00
Vendor Total		350.00		
FYTD for DQNEWS CUSTOM REPORTS		350.00		



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DURAN, BLANCA				
9/14/2009	197549	126.00	FOLKLORIC DNC CLASS INSTRCTR	126.00
Vendor Total		126.00		
FYTD for DURAN, BLANCA		378.00		
DVORAN, CLOTILDE				
9/8/2009	197420	16.00	REFUND-ANML LIC FEE	16.00
Vendor Total		16.00		
FYTD for DVORAN, CLOTILDE		16.00		
E.R. BLOCK PLUMBING & HEATING, INC.				
9/8/2009	197421	509.60	BACKFLOW TESTING E-3	36.40
			BACKFLOW TESTING E-14	36.40
			BACKFLOW TESTING E-16	36.40
			BACKFLOW TESTING ZN-M	36.40
			BACKFLOW TESTING-MISC LOCATION	327.60
			BACKFLOW TESTING-DSG1	36.40
9/14/2009	197550	792.82	BACKFLOW RPLCMNT-E4	170.00
			BACKFLOW RPLCMNT-E4	568.44
			BACKFLOW RPR-E16	54.38
9/21/2009	197678	105.00	BACKFLOW TESTING	105.00
Vendor Total		1,407.42		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.		9,089.89		



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EASTERN MUNICIPAL WATER DISTRICT				
9/8/2009	197422	7,362.85		
			WATER CHRGS-ST. SWEEPING PRGM	187.15
			WATER CHRGS-DRAIN MAINT PRGM	93.58
			WATER CHRGS-ST. MAINT PRGM	93.58
			WATER CHRGS FOR AUGUST	5,761.04
			WATER CHRGS FOR AUGUST	835.26
			WATER CHRGS FOR AUGUST	392.24
9/21/2009	197679	6,862.05		
			SEWER FEES-PUB SFTY BLDG PROJ	6,862.05
9/21/2009	197680	4,740.00		
			HOT TAP INSTL DEPOSIT-EOC PROJ	4,740.00
9/28/2009	197808	19,182.78		
			WATER CHRGS FOR AUGUST	185.36
			WATER CHRGS FOR SEPTEMBER	23.33
			WATER CHRGS FOR SEPTEMBER	8,966.39
			WATER CHRGS FOR SEPTEMBER	1,527.18
			WATER CHRGS FOR SEPTEMBER	40.98
			WATER CHRGS FOR SEPTEMBER	6,887.64
			WATER CHRGS FOR SEPTEMBER	1,416.79
			WATER CHRGS FOR SEPTEMBER	135.11
Vendor Total		38,147.68		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		451,770.48		
EBERHART/UNITED CONSULTANTS, INC.				
9/8/2009	197423	18,396.75		
			KITCHING/EUCALYPTUS ST PROJ	2,558.50
			KITCHING/EUCALYPTUS ST PROJ	781.50
			ANNL PAVEMNT RESURF PROJ-PHS 1	6,210.25
			ANNL PAVEMNT RESURF PROJ-PHS 1	8,846.50
Vendor Total		18,396.75		
FYTD for EBERHART/UNITED CONSULTANTS, INC.		18,521.75		
ECHEVARRIA, RENE				
9/21/2009	197683	61.00		
			REFUND-YTH SPORTS REGIST	61.00
Vendor Total		61.00		
FYTD for ECHEVARRIA, RENE		61.00		
ECOMOTION, INC.				
9/28/2009	197809	1,137.50		
			AUG-09 CNSLTNG SVCS	1,137.50
Vendor Total		1,137.50		
FYTD for ECOMOTION, INC.		1,137.50		



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EDFUND				
9/14/2009	197551	233.00		
			GARNISHMENT	93.13
			GARNISHMENT	139.87
9/28/2009	197810	237.08		
			GARNISHMENT	90.46
			GARNISHMENT	146.62
	Vendor Total	470.08		
FYTD for EDFUND		1,954.96		
ELITE COURT REPORTING				
9/28/2009	197811	662.30		
			TRANSCRIPTION SVCS	662.30
	Vendor Total	662.30		
FYTD for ELITE COURT REPORTING		662.30		
EMPIRE MOWER				
9/28/2009	197812	384.66		
			LAWN MOWER SVC	162.50
			LAWN MOWER SVC	123.03
			TRIMMER EQUIP SVC	1.63
			TRIMMER EQUIP SVC	97.50
	Vendor Total	384.66		
FYTD for EMPIRE MOWER		384.66		
EMPIRE SPORTS				
9/8/2009	197424	692.60		
			SOFTBALL AWARDS	692.60
	Vendor Total	692.60		
FYTD for EMPIRE SPORTS		5,639.75		
ESCOBAR, FELIPA				
9/28/2009	197814	75.00		
			CPR INSTRCTR PMT	75.00
	Vendor Total	75.00		
FYTD for ESCOBAR, FELIPA		150.00		
ESI ACQUISITION, INC.				
9/21/2009	197684	13,988.36		
			PROF SVCS-WEB EOC	13,988.36
	Vendor Total	13,988.36		
FYTD for ESI ACQUISITION, INC.		13,988.36		



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ESQUIBEL, AMY				
9/21/2009	197685	61.00	REFUND-YTH SPORTS REGIST	61.00
Vendor Total		61.00		
FYTD for ESQUIBEL, AMY		61.00		
ESRI, INC.				
9/8/2009	197426	22,786.58	IT 09/10 ARCGIS ANNL MAINT	22,786.58
Vendor Total		22,786.58		
FYTD for ESRI, INC.		22,786.58		
EVANS ENGRAVING & AWARDS				
9/8/2009	197427	156.60	RTRMNT PLAQUE	30.45
			RECOGNITION PLAQUES	65.25
			RECOGNITION PLAQUES	60.90
9/21/2009	197686	30.45	PLAQUE	30.45
Vendor Total		187.05		
FYTD for EVANS ENGRAVING & AWARDS		1,038.57		
EWING IRRIGATION PRODUCTS, INC.				
9/8/2009	197428	1,030.06	IRRIGATION SUPPLIES-PARKS MAIN	503.71
			IRRIGATION SUPPLIES-PARKS MAIN	41.69
			IRRIGATION SUPPLIES-PARKS MAIN	83.16
			IRRIGATION SUPPLIES-PARKS MAIN	248.77
			IRRIGATION SUPPLIES-PARKS MAIN	152.73
Vendor Total		1,030.06		
FYTD for EWING IRRIGATION PRODUCTS, INC.		11,497.72		
EXCEL LANDSCAPE, INC				
9/8/2009	197429	3,461.07	JUL-09 LNDSCP MAINT E-14	3,461.07
9/14/2009	197554	12,519.22	AUG-09 LNDSCP MAINT-E7	2,666.81
			AUG-09 LNDSCP MAINT-CELEB PK	1,070.36
			AUG-09 LNDSCP MAINT-PROMNT PK	1,501.98
			AUG-09 LNDSCP MAINT-E14	3,461.07
			AUG-09 LNDSCP MAINT-WQF	3,819.00
Vendor Total		15,980.29		
FYTD for EXCEL LANDSCAPE, INC		116,858.25		



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FALCON FUELS				
9/14/2009	197555	17,673.52		
			FUEL FOR CITY VEHICLES	4,715.54
			FUEL FOR CITY VEHICLES	4,941.10
			FUEL FOR CITY VEHICLES	3,136.21
			FUEL FOR CITY VEHICLES	4,880.67
9/28/2009	197815	8,987.10		
			FUEL PURCHASE	5,932.04
			FUEL PURCHASE	3,055.06
Vendor Total		26,660.62		
FYTD for FALCON FUELS		71,829.59		
FASBENDER, TODD				
9/21/2009	197687	61.00		
			REFUND-YTH SPORTS REGIST	61.00
Vendor Total		61.00		
FYTD for FASBENDER, TODD		61.00		
FEDERAL EXPRESS				
9/14/2009	197556	5.63		
			DELIVERY SVC-H.R.	5.63
9/28/2009	197816	12.58		
			EXPRESS MAILING SVC	6.79
			EXPRESS MAILING SVC	5.79
Vendor Total		18.21		
FYTD for FEDERAL EXPRESS		25.77		
FIELDMAN, ROLAPP & ASSOC.				
9/8/2009	197430	123.50		
			PROF SVCS-CFD #6	123.50
Vendor Total		123.50		
FYTD for FIELDMAN, ROLAPP & ASSOC.		123.50		
FILARSKY & WATT, LLP				
9/14/2009	197558	286.00		
			LGL SVCS FOR H.R.	286.00
Vendor Total		286.00		
FYTD for FILARSKY & WATT, LLP		5,174.00		
FINCH, LIZ				
9/21/2009	197688	61.00		
			REFUND-YTH SPORTS REGIST	61.00
Vendor Total		61.00		
FYTD for FINCH, LIZ		61.00		



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FIRST AMERICAN CORE LOGIC, INC.				
9/28/2009	197817	170.00	AUG-09 ONLINE PROP SVC	170.00
Vendor Total		170.00		
FYTD for FIRST AMERICAN CORE LOGIC, INC.		680.00		
FIRST CHOICE SERVICES				
9/8/2009	197431	735.84	EMP PAID COFFEE SVCS	56.76
			EMP PAID COFFEE SVCS	197.01
			EMP PAID COFFEE SVCS	111.02
			EMP PAID COFFEE SVCS	172.39
			EMP PAID COFFEE SVCS	124.34
			EMP PAID COFFEE SVCS	54.32
			EMP PAID COFFEE SVCS	20.00
9/14/2009	197559	28.38	EMP PAID COFFEE SVCS	28.38
9/28/2009	197818	58.76	EMP PAID COFFEE SVCS	58.76
Vendor Total		822.98		
FYTD for FIRST CHOICE SERVICES		2,488.31		
FITNESS 19 CA 155 11C				
9/28/2009	197819	304.00	GYM MEMBERSHIP DEDUCTIONS	304.00
Vendor Total		304.00		
FYTD for FITNESS 19 CA 155 11C		903.00		
FLORES, HERBERT				
9/14/2009	197560	3,500.00	REIMB. TRUST FUNDS	3,500.00
Vendor Total		3,500.00		
FYTD for FLORES, HERBERT		3,500.00		
FRANCHISE TAX BOARD				
9/14/2009	197561	50.00	GARNISHMENT	50.00
9/14/2009	197562	50.95	GARNISHMENT	50.95
9/28/2009	197820	7.60	GARNISHMENT	7.60
9/28/2009	197821	50.00	GARNISHMENT	50.00
Vendor Total		158.55		
FYTD for FRANCHISE TAX BOARD		661.06		



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FREEMAN, SHANIKQUA				
9/8/2009	197432	562.92	ICSC CONF LODGING 9/4-9/7/09	562.92
Vendor Total		562.92		
FYTD for FREEMAN, SHANIKQUA		916.07		
FUENTES, MARGARITA				
9/14/2009	197563	41.00	REFUND-CHLD PLC REGIST	1.00
			REFUND-CHLD PLC REGIST	40.00
Vendor Total		41.00		
FYTD for FUENTES, MARGARITA		41.00		
FULLER, NORMA DENISE				
9/14/2009	197564	620.75	CNSLTNG SVCS	620.75
Vendor Total		620.75		
FYTD for FULLER, NORMA DENISE		3,507.40		
GALLS INC., INLAND UNIFORM				
9/8/2009	197433	41.30	SECURITY GUARD UNIFORM-SHIRT	41.30
9/14/2009	197565	1,102.97	UNIFORMS FOR P.D.	1,022.32
			UNIFORMS FOR P.D.	80.65
9/28/2009	197822	326.62	UNIFORMS-TRFFC UNIT	182.66
			UNIFORMS-TRFFC UNIT	143.96
Vendor Total		1,470.89		
FYTD for GALLS INC., INLAND UNIFORM		2,203.95		
GANDY, MARVA				
9/21/2009	197689	61.00	REFUND-YTH SPORTS REGIST	61.00
Vendor Total		61.00		
FYTD for GANDY, MARVA		61.00		
GARCIA, CELY				
9/21/2009	197690	21.00	REFUND-YTH SPORTS REGIST	21.00
Vendor Total		21.00		
FYTD for GARCIA, CELY		21.00		



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GARCIA, MARIA				
9/28/2009	197823	120.00		
			REFUND-BASKETBALL CLASS	61.00
			REFUND-BASKETBALL CLASS	59.00
Vendor Total		120.00		

FYTD for GARCIA, MARIA	120.00
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GENERAL SECURITY SERVICES, INC.				
9/8/2009	197434	214.76		
			8/1 SEC SVCS-SR CTR	214.76
9/14/2009	197566	1,610.70		
			8/8 SEC SVC-TWNGTE CTR	76.70
			SEC SVCS-CRC	306.80
			SEC SVCS-CRC	306.80
			SEC SVCS-CRC	306.80
			SEC SVCS-LIBRARY	122.72
			SEC SVCS-LIBRARY	122.72
			SEC SVCS-LIBRARY	368.16
9/21/2009	197691	1,886.82		
			SEC SVCS-CRC	306.80
			SEC SVCS-CRC	306.80
			SEC SVCS-CRC	306.80
			SEC SVCS-LIBRARY	291.46
			SEC SVCS-LIBRARY	322.14
			SEC SVCS-LIBRARY	76.70
			SEC SVCS-8/15 SR CTR	214.76
			SEC SVCS-8/16 TWNGTE	61.36
9/28/2009	197824	425.69		
			SEC SVCS-UT ANNEX	226.27
			SEC SVCS-8/8 TWNGTE	15.34
			SEC SVCS-8/29 CRC	184.08
Vendor Total		4,137.97		

FYTD for GENERAL SECURITY SERVICES, INC.	19,508.73
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP				
9/21/2009	197692	22,209.51		
			MAR-09 LGL SVCS-TOVEY SHULTZ	3,000.35
			MAR-09 LGL SVCS-TOVEY SHULTZ	19.79
			APR-09 LGL SVCS-TOVEY SHULTZ	1,349.00
			MAY-09 LGL SVCS-TOVEY SHULTZ	1,429.79
			JUN-09 LGL SVCS-TOVEY SHULTZ	7,292.22
			JUL-09 LGL SVCS-TOVEY SHULTZ	7,975.81
			JUL-09 LGL SVCS-COMM PARK PROJ	1,142.55
9/28/2009	197825	13,140.90		
			JUL-09 LGL SVCS-EMPIRE LAND	7,336.31
			JUL-09 LGL SVCS-EMPIRE LAND	5,804.59
Vendor Total		35,350.41		

FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP	64,396.65
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GODOY, MIRTHA				
9/14/2009	197567	67.00	REFUND-GUITAR CLASS	67.00
Vendor Total		67.00		
FYTD for GODOY, MIRTHA		67.00		
GOLCHEH, MOJGAN				
9/14/2009	197568	12,502.00	REFUND-GRADING SEC	8,950.00
			REFUND-GRADING SEC	3,552.00
Vendor Total		12,502.00		
FYTD for GOLCHEH, MOJGAN		12,502.00		
GONG ENTERPRISES, INC.				
9/8/2009	197435	1,190.00	PIGEON PASS RD DRAINAGE ISSUE	1,190.00
Vendor Total		1,190.00		
FYTD for GONG ENTERPRISES, INC.		1,190.00		
GONZALEZ, BERTHA				
9/8/2009	197436	5.00	REFUND-POLICE RPRT FEE	5.00
Vendor Total		5.00		
FYTD for GONZALEZ, BERTHA		5.00		
GONZALEZ, MANUAL				
9/14/2009	197569	47.20	REFUND-REGIST	47.20
Vendor Total		47.20		
FYTD for GONZALEZ, MANUAL		47.20		
GOZDECKI, DAN				
9/8/2009	197437	648.00	KUNG FU CLASS INSTRCTR	351.00
			KUNG FU CLASS INSTRCTR	297.00
Vendor Total		648.00		
FYTD for GOZDECKI, DAN		1,809.00		
GRAFFITI TRACKER, INC.				
9/28/2009	197826	24,000.00	GRAFFITI TRACKING SVCS	24,000.00
Vendor Total		24,000.00		
FYTD for GRAFFITI TRACKER, INC.		24,000.00		



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GRANICUS, INC.				
9/14/2009	197570	2,790.44		
			JUL-09 MANAGED SVC	1,350.00
			JUL-09 MANAGED SVC	45.22
			SEPT-09 MANAGED SVC	1,350.00
			SEPT-09 MANAGED SVC	45.22
Vendor Total		2,790.44		
FYTD for GRANICUS, INC.		4,185.66		
GRAPHIC SOLUTIONS LTD.				
9/8/2009	197438	775.00		
			SUNNYMD BLVD REVIT PROJ SIGN	775.00
Vendor Total		775.00		
FYTD for GRAPHIC SOLUTIONS LTD.		3,281.25		
GREINES, MARTIN, STEIN & RICHLAND, LLP				
9/14/2009	197571	1,575.17		
			JUL-09 LEGAL SVCS-RM	1,575.17
Vendor Total		1,575.17		
FYTD for GREINES, MARTIN, STEIN & RICHLAND, LLP		11,327.90		
GRYCZKO, MARTHA/STAN				
9/28/2009	197827	50.00		
			REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for GRYCZKO, MARTHA/STAN		50.00		
GUTIERREZ, ROBERT				
9/14/2009	197572	100.00		
			PROF. DEVELOPMENT	100.00
Vendor Total		100.00		
FYTD for GUTIERREZ, ROBERT		617.98		
GUZMAN'S CART SERVICE				
9/14/2009	197573	4,049.00		
			AUG-09 CART RTRVL SVCS	4,049.00
Vendor Total		4,049.00		
FYTD for GUZMAN'S CART SERVICE		12,147.00		
HABITAT FOR HUMANITY RIVERSIDE				
9/21/2009	90911	1,932.00		
			CLOSING COSTS-2 GRAHAM ST LOTS	1,932.00
Vendor Total		1,932.00		
FYTD for HABITAT FOR HUMANITY RIVERSIDE		1,932.00		



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HAISTY, XIU HUA				
9/14/2009	197574	60.00	TAI-CHI CLASS INSTRCTR	60.00
Vendor Total		60.00		
FYTD for HAISTY, XIU HUA		60.00		
HAITBRINK ASPHALT PAVING, INC.				
9/14/2009	197575	5,950.56	RET RLS-KITCHING/EUCALYPTUS ST	5,881.99
			RET RLS-KITCHING/EUCALYPTUS ST	68.57
Vendor Total		5,950.56		
FYTD for HAITBRINK ASPHALT PAVING, INC.		59,505.58		
HANANIA, RANDA				
9/21/2009	197693	61.00	REFUND-YTH SPORTS REGIST	61.00
Vendor Total		61.00		
FYTD for HANANIA, RANDA		61.00		
HARGIS, STEVE				
9/28/2009	197829	192.00	PER DIEM-MISAC STATE CONF.	192.00
Vendor Total		192.00		
FYTD for HARGIS, STEVE		192.00		
HARKEY, ANDREA				
9/28/2009	197830	75.00	REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for HARKEY, ANDREA		75.00		
HARRIS & ASSOCIATES, INC.				
9/8/2009	197439	24,687.00	SUNNYMD BLVD REVIT PROJ	24,687.00
Vendor Total		24,687.00		
FYTD for HARRIS & ASSOCIATES, INC.		88,465.88		
HARRIS, SCOTT				
9/8/2009	197440	288.00	TENNIS CLASS INSTRCTR	288.00
Vendor Total		288.00		
FYTD for HARRIS, SCOTT		1,440.00		



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HARRISON-MOORE, EILEEN				
9/8/2009	197441	75.00	REFUND-S/N DEP	75.00
Vendor Total		75.00		
FYTD for HARRISON-MOORE, EILEEN		75.00		
HARTMANN, RICK				
9/21/2009	197694	562.92	ICSC CONF 09/02-09/04/09	562.92
Vendor Total		562.92		
FYTD for HARTMANN, RICK		861.12		
HDL COREN & CONE				
9/14/2009	197576	4,387.50	JUL-SEPT 09 CNTRCT SVCS	4,387.50
Vendor Total		4,387.50		
FYTD for HDL COREN & CONE		4,387.50		
HDL SOFTWARE LLC				
9/14/2009	197577	9,131.72	08/09-7/10 MAINT-FLS ALRM 08/09-7/10 MAINT-BUS LIC	1,280.92 7,850.80
Vendor Total		9,131.72		
FYTD for HDL SOFTWARE LLC		22,131.72		
HEADLEY, DANIELLE				
9/28/2009	197831	75.00	REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for HEADLEY, DANIELLE		75.00		
HEERY INTERNATIONAL, INC.				
9/14/2009	197578	3,648.00	NEW MAIN LIBRARY PROJ	3,648.00
Vendor Total		3,648.00		
FYTD for HEERY INTERNATIONAL, INC.		127,746.50		
HEMME-GUZMAN, DARLENE				
9/28/2009	197832	51.00	REFUND-LIVE SCAN OVRPMT	51.00
Vendor Total		51.00		
FYTD for HEMME-GUZMAN, DARLENE		51.00		



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HENDERSON, GINA				
9/14/2009	197557	96.00	TUITION REIMBURSEMENT	96.00
Vendor Total		96.00		
FYTD for HENDERSON, GINA		96.00		
HENRIQUEZ, MELADIS				
9/8/2009	197442	20.00	REFUND-RABIES DEP	20.00
Vendor Total		20.00		
FYTD for HENRIQUEZ, MELADIS		20.00		
HIGGS, DEBRA				
9/8/2009	197443	108.00	OIL PAINTING CLASS INSTRCTR	108.00
Vendor Total		108.00		
FYTD for HIGGS, DEBRA		288.00		
HOGARD, JOHN T.				
9/21/2009	197695	117.15	MILEAGE REIMBURSEMENT	117.15
Vendor Total		117.15		
FYTD for HOGARD, JOHN T.		117.15		
HOPSON, JOANN				
9/21/2009	197696	66.00	REFUND-YTH SPORTS REGIST	66.00
Vendor Total		66.00		
FYTD for HOPSON, JOANN		66.00		
HUFFMAN-FORT, KEISHA				
9/21/2009	197697	120.00	REFUND-YTH SPORTS REGIST	59.00
			REFUND-YTH SPORTS REGIST	61.00
Vendor Total		120.00		
FYTD for HUFFMAN-FORT, KEISHA		120.00		
HUTSON, RICHARD				
9/8/2009	197444	96.00	PER DIEM-CCPOA ANNL CONF	96.00
Vendor Total		96.00		
FYTD for HUTSON, RICHARD		96.00		



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ICAN ASSOCIATES				
9/8/2009	197445	80.00		
			9/23/09 EFF STRTGIES CONF.	40.00
			9/23/09 EFF STRTGIES CONF.	40.00
Vendor Total		80.00		
FYTD for ICAN ASSOCIATES		80.00		
ICMA RETIREMENT CORP 457				
9/11/2009	2487	10,885.49		
			DEF COMP 457 09/11/09	10,885.49
9/25/2009	2495	10,585.49		
			DEF COMP 457 09/25/09	10,585.49
Vendor Total		21,470.98		
FYTD for ICMA RETIREMENT CORP 457		68,455.19		
IMAGE WARE SYSTEMS, INC.				
9/21/2009	197698	225.00		
			MAINT FOR ID SOFTWARE	225.00
Vendor Total		225.00		
FYTD for IMAGE WARE SYSTEMS, INC.		225.00		
ING USA ANNUITY & LIFE INSURANCE CO.				
9/14/2009	197579	475.00		
			NON-EXEMPT ANNUITY	475.00
Vendor Total		475.00		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.		1,425.00		
INGRAM, TASHA				
9/14/2009	197580	300.00		
			REFUND-RNTL DEP	300.00
Vendor Total		300.00		
FYTD for INGRAM, TASHA		300.00		
INLAND CONTRACTORS, INC./DBA:ENVIRO-TEST				
9/21/2009	197699	2,129.00		
			NSNC ABTMNT SVC-475080008	1,032.00
			NSNC ABTMNT SVC-482162004	530.00
			NSNC ABTMNT SVC-316082012	231.00
			NSNC ABTMNT SVC-473160008	336.00
Vendor Total		2,129.00		
FYTD for INLAND CONTRACTORS, INC./DBA:ENVIRO-TEST		4,797.06		



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INLAND EMPIRE PROPERTY SERVICE, INC				
9/21/2009	197700	1,528.00		
			NSNC ABTMNT SVC-260135011	254.00
			NSNC ABTMNT SVC-479623008	252.00
			NSNC ABTMNT SVC-484162002	87.00
			NSNC ABTMNT SVC-304090034	254.00
			NSNC ABTMNT SVC-487180006	681.00
Vendor Total		1,528.00		
FYTD for INLAND EMPIRE PROPERTY SERVICE, INC		58,722.33		
INLAND PETROLEUM EQUIPMENT & REPAIR, INC				
9/28/2009	197833	545.00		
			CARB TESTING/MAINT	545.00
Vendor Total		545.00		
FYTD for INLAND PETROLEUM EQUIPMENT & REPAIR, INC		1,172.89		
INNOVATION ADVERTISING, LLC				
9/8/2009	197446	449.00		
			EMPLYMNT ADVRTSNG	449.00
Vendor Total		449.00		
FYTD for INNOVATION ADVERTISING, LLC		449.00		
INSIDE PLANTS, INC.				
9/8/2009	197447	316.00		
			SEPT-09 PLANT MAINT-CRC	316.00
Vendor Total		316.00		
FYTD for INSIDE PLANTS, INC.		948.00		
IRON MOUNTAIN OFF-SITE DATA PROTECTION				
9/8/2009	197448	1,181.22		
			AUG-09 DATA STORAGE	1,181.22
Vendor Total		1,181.22		
FYTD for IRON MOUNTAIN OFF-SITE DATA PROTECTION		3,410.40		
ISG THERMAL SYSTEMS USA, INC				
9/8/2009	197449	407.25		
			THERMAL IMAGING CAMERA RPR	407.25
Vendor Total		407.25		
FYTD for ISG THERMAL SYSTEMS USA, INC		407.25		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ISS SWEEPING, INC.				
9/28/2009	197834	2,503.50		
			AUG-09 SWEEPING SVCS	1,783.50
			AUG-09 SWEEPING SVCS	720.00
Vendor Total		2,503.50		
FYTD for ISS SWEEPING, INC.		7,510.50		
ITE - INSTITUTE OF TRANSP. ENGINEERS.				
9/28/2009	197835	1,970.00		
			AGENCY MBRSHP DUES	1,970.00
Vendor Total		1,970.00		
FYTD for ITE - INSTITUTE OF TRANSP. ENGINEERS.		1,970.00		
J.D.H. CONTRACTING				
9/14/2009	197581	2,748.00		
			CONSTRUCTION RPRS-CFD#1	2,500.00
			CONSTRUCTION RPRS-CFD#1	248.00
9/21/2009	197701	3,385.00		
			CONCRETE DMG RPR	3,385.00
Vendor Total		6,133.00		
FYTD for J.D.H. CONTRACTING		11,492.84		
JANNEY & JANNEY ATTORNEY SVCS, INC.				
9/14/2009	197582	210.00		
			COURIER SVC-CTY ATT	60.00
			COURIER SVC-CTY ATT	150.00
Vendor Total		210.00		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.		630.00		
JAUREGUI, OSCAR				
9/28/2009	197836	847.82		
			REFUND-ANIMAL CITATION	260.08
			REFUND-ANIMAL CITATION	325.92
			REFUND-ANIMAL CITATION	261.82
Vendor Total		847.82		
FYTD for JAUREGUI, OSCAR		847.82		
JOBS AVAILABLE, INC.				
9/28/2009	197837	227.50		
			EMPLYMNT ADVERTISING	227.50
Vendor Total		227.50		
FYTD for JOBS AVAILABLE, INC.		472.50		



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JOE A. GONSALVES & SON				
9/28/2009	197838	9,450.00		
			JUL-09 PROF SVCS	3,150.00
			AUG-09 PROF SVCS	3,150.00
			SEP-09 PROF SVCS	3,150.00
Vendor Total		9,450.00		
FYTD for JOE A. GONSALVES & SON		9,450.00		
JOHNSON, TERESSA				
9/28/2009	197839	40.00		
			REFUND-RABIES DEPOSIT	20.00
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		40.00		
FYTD for JOHNSON, TERESSA		40.00		
JONES III, JOSEPH				
9/21/2009	197702	41.80		
			MILEAGE REIMBURSEMENT	41.80
Vendor Total		41.80		
FYTD for JONES III, JOSEPH		242.55		
JONES, ROZ				
9/21/2009	197703	61.00		
			REFUND-YTH SPORTS REGIST	61.00
Vendor Total		61.00		
FYTD for JONES, ROZ		61.00		
JTB SUPPLY CO., INC.				
9/14/2009	197583	271.88		
			BATTERY CABINET	271.88
Vendor Total		271.88		
FYTD for JTB SUPPLY CO., INC.		9,624.77		
K-12 SPECIALTIES, INC.				
9/8/2009	197450	135.31		
			CARPET CLEANING SUPPLIES-CRC	135.31
Vendor Total		135.31		
FYTD for K-12 SPECIALTIES, INC.		135.31		
KAISER PERMANENTE				
9/14/2009	197584	1,274.98		
			COBRA SUBSIDY	277.62
			COBRA SUBSIDY	277.62
			COBRA SUBSIDY	719.74
Vendor Total		1,274.98		
FYTD for KAISER PERMANENTE		1,274.98		



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KDM MERIDIAN, INC.				
9/21/2009	197704	4,470.00		
			TRAF SIG/IMPRVMNT-LASSELLE/BAY	1,530.00
			TRAF SIG AT LASSELLE/COTTONWD	2,940.00
Vendor Total		4,470.00		
FYTD for KDM MERIDIAN, INC.		14,112.50		
KEN WHITLEY & ASSOCIATES 2406371				
9/28/2009	197840	170.00		
			9/19/09 TRAINING	85.00
			9/19/09 TRAINING	85.00
Vendor Total		170.00		
FYTD for KEN WHITLEY & ASSOCIATES 2406371		170.00		
KLEMENS, DAVID				
9/28/2009	197841	50.00		
			REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for KLEMENS, DAVID		50.00		
KUSTOM SIGNALS, INC.				
9/8/2009	197451	650.22		
			RADAR GUN RPR-P.D.	200.00
			RADAR GUN RPR-P.D.	119.51
			RADAR GUN RPR-P.D.	200.00
			RADAR GUN RPR-P.D.	130.71
Vendor Total		650.22		
FYTD for KUSTOM SIGNALS, INC.		885.72		
KWIK KEY LOCK & SAFE				
9/8/2009	197452	135.00		
			EMRG DOOR LOCK RPR-PRO SHOP	135.00
Vendor Total		135.00		
FYTD for KWIK KEY LOCK & SAFE		135.00		



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LAWN TECH EQUIPMENT				
9/14/2009	197585	310.85		
			SAW REPAIR	67.50
			SAW REPAIR	160.20
			SAW REPAIR	58.50
			SAW REPAIR	24.65
9/28/2009	197842	254.47		
			TREE SAW REPAIR	67.50
			TREE SAW REPAIR	105.97
			CHAIN SHARPENING SVC	81.00
Vendor Total		565.32		
FYTD for LAWN TECH EQUIPMENT		2,038.20		
LEARY, JAMES				
9/28/2009	197843	50.00		
			REFUND-ANML SVC FEES	30.00
			REFUND-ANML SVC FEES	10.00
			REFUND-ANML SVC FEES	10.00
Vendor Total		50.00		
FYTD for LEARY, JAMES		50.00		
LEXISNEXIS				
9/8/2009	197453	1,559.00		
			JUL-09 LGL RSRCH SVCS	1,270.14
			JUL-09 LGL RSRCH SVCS	288.86
9/21/2009	197705	1,559.00		
			AUG-09 LGL RSRCH SVCS	1,270.14
			AUG-09 LGL RSRCH SVCS	288.86
Vendor Total		3,118.00		
FYTD for LEXISNEXIS		4,677.00		
LIEBERT, CASSIDY, WHITMORE				
9/14/2009	197586	2,854.00		
			FY09/10 MEMBERSHIP	2,854.00
Vendor Total		2,854.00		
FYTD for LIEBERT, CASSIDY, WHITMORE		2,854.00		
LIFE SIGNS, INC.				
9/14/2009	197587	130.00		
			SIGN LANGUAGE INTERPRETER	130.00
Vendor Total		130.00		
FYTD for LIFE SIGNS, INC.		130.00		



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LIM & NASCIMENTO ENGINEERING CORP.				
9/21/2009	197706	24,494.50		
			PERRIS BL WIDENING FROM RAM XP	24,494.50
Vendor Total		24,494.50		
FYTD for LIM & NASCIMENTO ENGINEERING CORP.		227,026.64		
LOR GEOTECHNICAL GROUP, INC.				
9/8/2009	197455	2,228.00		
			SUNNYMD BLVD REVIT PROJ	2,228.00
9/14/2009	197588	2,500.00		
			SUNNYMD BLVD REVIT PROJ	2,500.00
Vendor Total		4,728.00		
FYTD for LOR GEOTECHNICAL GROUP, INC.		16,755.00		
LOREE, LAURA				
9/21/2009	197707	59.00		
			REFUND-YTH SPORTS REGIST	59.00
Vendor Total		59.00		
FYTD for LOREE, LAURA		59.00		
LUCAS, DELORES				
9/8/2009	197456	20.00		
			REFUND-RABIES DEP	20.00
Vendor Total		20.00		
FYTD for LUCAS, DELORES		20.00		
LUCENA, CECILIA				
9/28/2009	197844	75.00		
			REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for LUCENA, CECILIA		75.00		
MANZANO, AMANDA				
9/28/2009	197845	200.00		
			REFUND-RNTL DEPOSIT	200.00
Vendor Total		200.00		
FYTD for MANZANO, AMANDA		200.00		



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MARCH JOINT POWERS AUTHORITY				
9/28/2009	197846	5.59		
			JUL-09 GAS CHRGS-BLDG#823	2.08
			JUL-09 GAS CHRGS-BLDG#938	0.88
			AUG-09 GAS CHRGS-BLDG#823	2.15
			AUG-09 GAS CHRGS-BLDG#938	0.48
Vendor Total		5.59		
FYTD for MARCH JOINT POWERS AUTHORITY		17.52		
MARTIN & CHAPMAN CO.				
9/8/2009	197457	30.65		
			CITY CLERK'S CA DIRECTORY	19.58
			YRLY WALL CALENDARS	4.07
			FREIGHT CHARGE	7.00
Vendor Total		30.65		
FYTD for MARTIN & CHAPMAN CO.		30.65		
MASTER K-9 INC.				
9/28/2009	197847	280.00		
			BOARDING OF K-9 MAX	280.00
Vendor Total		280.00		
FYTD for MASTER K-9 INC.		280.00		
MATICH CORPORATION				
9/8/2009	197458	24,642.31		
			ASPHALTIC MTRL DELIVERY-PROM	1,980.99
			ASPHALTIC MTRL DELIVERY-PROM	2,286.59
			ASPHALTIC MTRL DELIVERY-PROM	2,644.94
			ASPHALTIC MTRL DELIVERY-PROM	2,549.18
			ASPHALTIC MTRL DELIVERY-PROM	2,565.72
			ASPHALTIC MTRL DELIVERY-PROM	2,611.23
			ASPHALTIC MTRL DELIVERY-PROM	2,276.49
			ASPHALTIC MTRL DELIVERY-PROM	2,611.23
			ASPHALTIC MTRL DELIVERY-PROM	2,563.66
			ASPHALTIC MTRL DELIVERY-PROM	2,552.28
Vendor Total		24,642.31		
FYTD for MATICH CORPORATION		24,642.31		
MCCULLOUGH, WILBERT				
9/21/2009	197708	24.40		
			REFUND-YTH SPORTS REGIST	24.40
Vendor Total		24.40		
FYTD for MCCULLOUGH, WILBERT		24.40		



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MCDANIEL, PRINCELLA				
9/21/2009	197709	61.00	REFUND-YTH SPORTS REGIST	61.00
Vendor Total		61.00		
FYTD for MCDANIEL, PRINCELLA		61.00		
MCI				
9/21/2009	197710	1,205.57	INTERNET CONNECTION	1,205.57
Vendor Total		1,205.57		
FYTD for MCI		5,183.55		
MCI WORLDCOM				
9/21/2009	197711	1,001.06	DATE USAGE CHRGS	1,001.06
Vendor Total		1,001.06		
FYTD for MCI WORLDCOM		3,091.01		
MCKENZIE, DEBBIE				
9/28/2009	197848	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for MCKENZIE, DEBBIE		20.00		
MEJIA, RAUL				
9/28/2009	197849	31.00	REFUND- ANML LIC FEE	31.00
Vendor Total		31.00		
FYTD for MEJIA, RAUL		31.00		
MELAD & ASSOCIATES				
9/8/2009	197459	1,875.72	PLAN CHECK SVCS-B & S	1,875.72
9/21/2009	197712	4,681.49	PLAN CHECK SVCS	4,681.49
Vendor Total		6,557.21		
FYTD for MELAD & ASSOCIATES		8,909.60		
MENGISTU, YESHIALEM				
9/21/2009	197713	91.30	MILEAGE REIMBURSEMENT	91.30
Vendor Total		91.30		
FYTD for MENGISTU, YESHIALEM		174.35		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
METZ, RANDALL				
9/21/2009	197714	15.00	REIMB.-FPO MTG	15.00
Vendor Total		15.00		
FYTD for METZ, RANDALL		45.00		
MEYERS, ROBERT				
9/8/2009	197460	399.00	DRAWING CLASS INSTRCTR	315.00
			PHOTOGRAPHY CLASS INSTRCTR	84.00
Vendor Total		399.00		
FYTD for MEYERS, ROBERT		840.00		
MGT OF AMERICA, INC.				
9/8/2009	197461	3,000.00	JUL-SEPT COST CLM PRCSSNG	3,000.00
Vendor Total		3,000.00		
FYTD for MGT OF AMERICA, INC.		3,000.00		
MILESKE, LEON & ROBERTA & MICHAEL				
9/8/2009	197462	98.00	REFUND-TR 12608 CHRGS	98.00
Vendor Total		98.00		
FYTD for MILESKE, LEON & ROBERTA & MICHAEL		98.00		
MILLER, CINDY A.				
9/8/2009	197463	897.07	EMP APPREC BBQ EXPNS	179.41
			EMP APPREC BBQ EXPNS	179.41
			EMP APPREC BBQ EXPNS	179.41
			EMP APPREC BBQ EXPNS	179.42
			EMP APPREC BBQ EXPNS	179.42
Vendor Total		897.07		
FYTD for MILLER, CINDY A.		1,151.79		



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MISSION LINEN SUPPLY, INC.				
9/28/2009	197853	2,060.67		
			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	18.52
			UNIFORM SUPPLY/LAUNDERING SVCS	25.98
			UNIFORM SUPPLY/LAUNDERING SVCS	57.09
			UNIFORM SUPPLY/LAUNDERING SVCS	57.09
			UNIFORM SUPPLY/LAUNDERING SVCS	52.60
			UNIFORM SUPPLY/LAUNDERING SVCS	52.60
			UNIFORM SUPPLY/LAUNDERING SVCS	52.60
			UNIFORM SUPPLY/LAUNDERING SVCS	14.29
			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	8.99
			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	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	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	4.08
			UNIFORM SUPPLY/LAUNDERING SVCS	52.96
			UNIFORM SUPPLY/LAUNDERING SVCS	52.96
			UNIFORM SUPPLY/LAUNDERING SVCS	52.96
			UNIFORM SUPPLY/LAUNDERING SVCS	52.96
			UNIFORM SUPPLY/LAUNDERING SVCS	52.96
			UNIFORM SUPPLY/LAUNDERING SVCS	82.54
			UNIFORM SUPPLY/LAUNDERING SVCS	82.34
			UNIFORM SUPPLY/LAUNDERING SVCS	82.34
			UNIFORM SUPPLY/LAUNDERING SVCS	83.35
			UNIFORM SUPPLY/LAUNDERING SVCS	82.34
			UNIFORM SUPPLY/LAUNDERING SVCS	14.65
			UNIFORM SUPPLY/LAUNDERING SVCS	14.65
			UNIFORM SUPPLY/LAUNDERING SVCS	14.65



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			UNIFORM SUPPLY/LAUNDERING SVCS	14.65
			UNIFORM SUPPLY/LAUNDERING SVCS	14.65
			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	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	10.25
			UNIFORMS-LANGENDORF/GHILIOTTY	264.00
			UNIFORM SUPPLY/LAUNDERING SVCS	40.22
			UNIFORM SUPPLY/LAUNDERING SVCS	31.74
			UNIFORM SUPPLY/LAUNDERING SVCS	31.34
			UNIFORM SUPPLY/LAUNDERING SVCS	31.34
			UNIFORM SUPPLY/LAUNDERING SVCS	29.53
Vendor Total		2,060.67		
FYTD for MISSION LINEN SUPPLY, INC.		5,329.73		
MORENO VALLEY BOWL				
9/14/2009	197589	560.00		
			BOWLING CLASS INSTRCTR	560.00
Vendor Total		560.00		
FYTD for MORENO VALLEY BOWL		1,120.00		
MORENO VALLEY CHAMBER OF COMMERCE				
9/14/2009	197590	210.00		
			8/26 "WAKE UP" MTG	15.00
			8/26 "WAKE UP" MTG	15.00
			8/26 "WAKE UP" MTG	15.00
			8/26 "WAKE UP" MTG	15.00
			8/26 "WAKE UP" MTG	15.00
			8/26 "WAKE UP" MTG	15.00
			8/26 "WAKE UP" MTG	15.00
			8/26 "WAKE UP" MTG	15.00
			8/26 "WAKE UP" MTG	15.00
			8/26 "WAKE UP" MTG	15.00
			8/26 "WAKE UP" MTG	15.00
			8/26 "WAKE UP" MTG	15.00
			8/26 "WAKE UP" MTG	15.00
			8/26 "WAKE UP" MTG	15.00
			8/26 "WAKE UP" MTG	15.00
Vendor Total		210.00		
FYTD for MORENO VALLEY CHAMBER OF COMMERCE		7,440.00		



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MORENO VALLEY CITY EMPLOYEES ASSOC.				
9/11/2009	2486	1,561.50	MVCEA DUES 09/11/09	1,561.50
9/25/2009	2494	1,560.00	MVCEA DUES 09/25/09	1,560.00
Vendor Total		3,121.50		
FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.		11,221.50		
MORENO VALLEY GATEWAY, LLC				
9/21/2009	197715	21,093.43	OCT-09 LEASE-FAC ANNX	2,458.97
			OCT-09 LEASE-TECH SVC ANNX	5,475.90
			OCT-09 LEASE-SPCL DIST	13,158.56
Vendor Total		21,093.43		
FYTD for MORENO VALLEY GATEWAY, LLC		63,280.29		
MORENO VALLEY TOW & RADIATOR				
9/14/2009	197591	60.00	TOWING CHRG-ANML SVC VEH	60.00
Vendor Total		60.00		
FYTD for MORENO VALLEY TOW & RADIATOR		1,030.00		
MORENO VALLEY UNIFIED SCHOOL DISTRICT				
9/14/2009	197592	306.00	FACILITY USE FEE	306.00
Vendor Total		306.00		
FYTD for MORENO VALLEY UNIFIED SCHOOL DISTRICT		436.00		
MORENO VALLEY UTILITY				
9/8/2009	197464	113.69	ELECT UT SRVCS-FLD OFF	113.69
9/28/2009	197854	156.37	ELECTRIC CHRGS	156.37
Vendor Total		270.06		
FYTD for MORENO VALLEY UTILITY		245,143.99		
MUNITEMPS				
9/14/2009	197593	1,054.26	TEMP STAFFING	611.07
			TEMP STAFFING	443.19
9/28/2009	197855	1,255.52	TEMP STAFFING	1,255.52
Vendor Total		2,309.78		
FYTD for MUNITEMPS		39,325.01		



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NARA, LOWELON				
9/21/2009	197717	88.00		
			MILEAGE REIMBURSEMENT	88.00
Vendor Total		88.00		
FYTD for NARA, LOWELON		88.00		
NATIONWIDE RETIREMENT SOLUTIONS				
9/11/2009	2484	9,864.79		
			PST DEF COMP FOR FICA 09/11/09	9,864.79
9/11/2009	2485	23,686.75		
			DEF COMP 457 & 401(A) 09/11/09	23,686.75
9/25/2009	2492	9,796.09		
			PST DEF COMP FOR FICA 09/25/09	9,796.09
9/25/2009	2493	23,605.75		
			DEF COMP 457 & 401(A) 09/25/09	23,605.75
Vendor Total		66,953.38		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS		184,080.05		
NAVARRETE, LOURDES				
9/21/2009	197718	59.00		
			REFUND-YTH SPORTS REGIST	59.00
Vendor Total		59.00		
FYTD for NAVARRETE, LOURDES		59.00		
NEAGU, LOANA				
9/28/2009	197856	65.00		
			REFUND-GUITAR CLASS	65.00
Vendor Total		65.00		
FYTD for NEAGU, LOANA		65.00		
NEAL, CRYSTAL				
9/28/2009	197857	67.00		
			REFUND-GUITAR CLASS	67.00
Vendor Total		67.00		
FYTD for NEAL, CRYSTAL		67.00		
NELSON PAVING				
9/21/2009	197719	484.54		
			RET RLS-SPEED HUMP/APPLEBLSSM	182.25
			RET RLS-SPEED HUMP/APPLEBLSSM	302.29
Vendor Total		484.54		
FYTD for NELSON PAVING		4,845.44		



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NEWPORT GRADING, INC.				
9/21/2009	197720	6,164.10		
			RET RLS-GUARDRAIL/ELDER AVE	3,065.00
			RET RLS-GUARDRAIL/RECHE VISTA	1,208.50
			RET RLS-GUARDRAIL/COTTONWD AVE	85.60
			RET RLS-GUARDRAIL/COTTONWD AVE	1,805.00
Vendor Total		6,164.10		
FYTD for NEWPORT GRADING, INC.		67,393.00		
NGUYEN, QUANG				
9/14/2009	197594	66.55		
			MILEAGE REIMBURSEMENT	66.55
Vendor Total		66.55		
FYTD for NGUYEN, QUANG		201.30		
NICKS, LESLIE				
9/8/2009	197465	50.00		
			REFUND-TRAP DEP	50.00
Vendor Total		50.00		
FYTD for NICKS, LESLIE		50.00		
NINYO & MOORE GEOTECHNICAL				
9/28/2009	197858	15,466.50		
			EMRGNCY OPS CTR PROJ	15,466.50
Vendor Total		15,466.50		
FYTD for NINYO & MOORE GEOTECHNICAL		24,090.62		
NUNEZ-SARCENO, ROSEANNA				
9/28/2009	197859	37.00		
			REFUND-SHELTER FEE	37.00
Vendor Total		37.00		
FYTD for NUNEZ-SARCENO, ROSEANNA		37.00		
OAKWOOD CORPORATE HOUSING				
9/28/2009	197860	90.00		
			REFUND-MV UTILITIES	90.00
Vendor Total		90.00		
FYTD for OAKWOOD CORPORATE HOUSING		90.00		



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OCB REPROGRAPHICS				
9/21/2009	197721	1,470.85		
			RPRGRPHC SVCS-KITCHING ST PROJ	74.49
			RPRGRPHC SVCS-LASSELLE/BAY TS	273.97
			RPRGRPHC SVCS-LASSELLE/COTTNWD	285.39
			RPRGRPHC SVCS-LASSELLE ST IMPR	115.06
			RPRGRPHC SVCS-BRIDGE MAINT PRG	721.94
9/28/2009	197861	723.95		
			RPRGRPHC SVCS-MV COMM PARK PRJ	25.45
			RPRGRPHC SVCS-PATRIOT PARK PRJ	91.89
			RPRGRPHC SVCS-PERRIS BL WIDEN.	171.83
			RPRGRPHC SVCS-DAY ST PROJ.	95.43
			RPRGRPHC SVCS-HEACOCK ST PROJ	339.35
Vendor Total		2,194.80		
FYTD for OCB REPROGRAPHICS		5,162.06		
OCHOA, BEATRIZ				
9/21/2009	197722	9.99		
			REFUND-LOST BOOK FND	9.99
Vendor Total		9.99		
FYTD for OCHOA, BEATRIZ		9.99		
ORTIZ, TATIANA				
9/8/2009	197467	517.00		
			REFUND-CITATION OVRPMT	286.00
			REFUND-CITATION OVRPMT	231.00
Vendor Total		517.00		
FYTD for ORTIZ, TATIANA		517.00		
OVERLAND PACIFIC & CUTLER, INC.				
9/14/2009	197596	6,720.00		
			RIGHT OF WAY SVCS-VARIOUS PROJ	6,720.00
Vendor Total		6,720.00		
FYTD for OVERLAND PACIFIC & CUTLER, INC.		71,866.75		
P&D CONSULTANTS, INC.				
9/28/2009	197863	11,200.00		
			UNITY CT WATER CONSRV ETC PROJ	11,200.00
Vendor Total		11,200.00		
FYTD for P&D CONSULTANTS, INC.		17,700.00		



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PACIFIC GREEN HORTICULTURAL SVC				
9/14/2009	197597	1,635.66		
			JUL-09 FERTILIZATON SVC	235.54
			JUL-09 FERTILIZATON SVC	433.49
			AUG-09 FERTILIZATION SVC	235.54
			AUG-09 FERTILIZATION SVC	433.49
			JUL-09 FERTILIZATON SVC	108.51
			JUL-09 FERTILIZATON SVC	40.29
			AUG-09 FERTILIZATION SVC	108.51
			AUG-09 FERTILIZATION SVC	40.29
9/28/2009	197864	125.00		
			BEE CONTROL SVC-TR 18930	125.00
Vendor Total		1,760.66		
FYTD for PACIFIC GREEN HORTICULTURAL SVC		4,686.31		
PACIFIC SAFETY COUNCIL				
9/8/2009	197469	307.76		
			SAFETY TRNG BKS	307.76
Vendor Total		307.76		
FYTD for PACIFIC SAFETY COUNCIL		3,211.46		
PARTS PLUS OF MORENO VALLEY, INC.				
9/8/2009	197470	23.88		
			RPR PARTS FOR CITY VEHICLES	23.88
9/14/2009	197598	30.06		
			MISC RPR PARTS	227.59
			CREDIT FOR RTRN PARTS	-144.99
			CREDIT FOR RTRN PARTS	-52.54
Vendor Total		53.94		
FYTD for PARTS PLUS OF MORENO VALLEY, INC.		1,548.74		
PATTERSON, ALFREY				
9/21/2009	197769	91.83		
			SEPT-09 RTRMNT MED BNFT	91.83
Vendor Total		91.83		
FYTD for PATTERSON, ALFREY		722.81		
PEAY, LESHA				
9/28/2009	197865	100.00		
			REFUND-FLAG FOOTBALL	100.00
Vendor Total		100.00		
FYTD for PEAY, LESHA		100.00		



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PEDLEY SQUARE VETERINARY CLINIC				
9/8/2009	197471	13,688.00		
			VETERINARY SVCS	6,525.00
			VETERINARY SVCS	2,344.00
			VETERINARY SVCS	4,819.00
Vendor Total		13,688.00		
FYTD for PEDLEY SQUARE VETERINARY CLINIC		24,819.00		
PEHKONEN, JULIE				
9/28/2009	197866	50.00		
			REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for PEHKONEN, JULIE		50.00		
PEREZ, ELIZABETH				
9/14/2009	197599	98.00		
			REFUND-TR 12608 CHRGS	98.00
Vendor Total		98.00		
FYTD for PEREZ, ELIZABETH		98.00		
PERRIS VALLEY PRINTING CO.				
9/21/2009	197723	162.04		
			IMMEDIATE ATTN FORMS-A/P	162.04
Vendor Total		162.04		
FYTD for PERRIS VALLEY PRINTING CO.		162.04		
PERRY R. SECOR, M.D.				
9/14/2009	197600	1,975.00		
			MEDICAL EXAM/REVIEW	1,975.00
Vendor Total		1,975.00		
FYTD for PERRY R. SECOR, M.D.		1,975.00		
PERS LONG TERM CARE PROGRAM				
9/14/2009	197601	551.37		
			LONG TERM CARE INSURANCE	551.37
9/28/2009	197867	551.37		
			LONG TERM CARE INSURANCE	551.37
Vendor Total		1,102.74		
FYTD for PERS LONG TERM CARE PROGRAM		3,956.98		
PETRA GEOTECHNICAL, INC.				
9/8/2009	197472	1,029.50		
			IRIS AVE IMPRVMENTS PROJ	1,029.50
Vendor Total		1,029.50		
FYTD for PETRA GEOTECHNICAL, INC.		6,654.50		



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PHILLIPS, COLLETTE				
9/14/2009	197602	75.00		
			REFUND-S/N DEP	75.00
Vendor Total		75.00		
FYTD for PHILLIPS, COLLETTE		75.00		
PIP PRINTING				
9/28/2009	197868	3,134.99		
			PRINTING SVCS FOR CIP BOOKLET	3,134.99
Vendor Total		3,134.99		
FYTD for PIP PRINTING		3,134.99		
POIEMA LANDSCAPE, INC.				
9/28/2009	197869	2,889.10		
			AUG-09 LNDSCP MAINT-ZN E12	2,131.10
			AUG-09 LNDSCP MAINT-ZN S	758.00
Vendor Total		2,889.10		
FYTD for POIEMA LANDSCAPE, INC.		8,646.20		
POLICE TRAINING SERVICES COMPANY (PTSC)				
9/8/2009	197473	75.00		
			10/14/09 ACTIVE SHOOTER SEMNR	75.00
Vendor Total		75.00		
FYTD for POLICE TRAINING SERVICES COMPANY (PTSC)		75.00		
PRATT, LAKIFFIE				
9/21/2009	197724	61.00		
			REFUND-YTH SPORTS REGIST	61.00
Vendor Total		61.00		
FYTD for PRATT, LAKIFFIE		61.00		
PRICE, CHAUNA				
9/21/2009	197725	61.00		
			REFUND-YTH SPORTS REGIST	61.00
Vendor Total		61.00		
FYTD for PRICE, CHAUNA		61.00		
PROTECTION ONE, INC.				
9/14/2009	197603	40.00		
			SEPT-09 SEC MNTRNG SVC	20.00
			SEPT-09 SEC MNTRNG SVC	20.00
Vendor Total		40.00		
FYTD for PROTECTION ONE, INC.		120.00		



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PROVIDENCE ASSOCIATES, LLC				
9/21/2009	197726	12,963.02	LIBRARY CNSLTNG SVCS	12,963.02
Vendor Total		12,963.02		
FYTD for PROVIDENCE ASSOCIATES, LLC		12,963.02		
PSOMAS				
9/14/2009	197604	7,865.00	2009 ANNL PAVEMNT RESURF PROJ	7,865.00
9/21/2009	197727	16,863.00	LASSELLE ST WIDENING PROJ LASSELLE ST WIDENING PROJ	1,980.00 14,883.00
Vendor Total		24,728.00		
FYTD for PSOMAS		63,782.42		
PURDOM, HESHEMU				
9/21/2009	197728	120.00	REFUND-YTH SPORTS REGIST REFUND-YTH SPORTS REGIST	61.00 59.00
Vendor Total		120.00		
FYTD for PURDOM, HESHEMU		120.00		
QUALITY CODE PUBLISHING, LLC				
9/14/2009	197605	1,559.51	SUPPLEMENT SVC	1,559.51
Vendor Total		1,559.51		
FYTD for QUALITY CODE PUBLISHING, LLC		1,559.51		
QUINN AME CHURCH				
9/14/2009	197606	200.00	REFUND-RNTL DEP	200.00
Vendor Total		200.00		
FYTD for QUINN AME CHURCH		200.00		
R & S OVERHEAD DOORS, INC.				
9/8/2009	197475	3,876.00	SR CTR MOVABLE WALL RPR INSTALL GATE OPRTR-YARD	1,780.00 2,096.00
Vendor Total		3,876.00		
FYTD for R & S OVERHEAD DOORS, INC.		5,999.00		



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RAMIREZ, CLAUDIA & ENCISO, MIGUEL				
9/8/2009	197476	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 RAMIREZ, CLAUDIA & ENCISO, MIGUEL		70.00		
RAMIREZ, LUIS				
9/14/2009	197607	169.40		
			REFUND-MV UTILITIES	169.40
Vendor Total		169.40		
FYTD for RAMIREZ, LUIS		169.40		
RAMIREZ, SANDY				
9/8/2009	197477	20.00		
			REFUND-RABIES DEP	20.00
Vendor Total		20.00		
FYTD for RAMIREZ, SANDY		20.00		
RANGEL, SARAH				
9/28/2009	197871	750.00		
			REFUND-RNTL DEPOSIT	750.00
Vendor Total		750.00		
FYTD for RANGEL, SARAH		750.00		
REFLEX TRAFFIC SYSTEMS, INC.				
9/14/2009	197608	12,420.00		
			JUL-09 PHOTO ENFRMNT SVC	12,420.00
Vendor Total		12,420.00		
FYTD for REDFLEX TRAFFIC SYSTEMS, INC.		37,260.00		
RESCOBER, FELIPE				
9/28/2009	197872	65.00		
			REFUND-GUITAR CLASS	65.00
Vendor Total		65.00		
FYTD for RESCOBER, FELIPE		65.00		
REVENUE EXPERTS, INC.				
9/21/2009	197729	427.50		
			2/17 & 4/21 CITATION HEARINGS	225.00
			JUL-09 CITATION PRCSNG	202.50
Vendor Total		427.50		
FYTD for REVENUE EXPERTS, INC.		26,036.93		



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RIALTO CONSTRUCTION, INC.				
9/8/2009	197478	980.10	AQUDCT BIKEWAY-INDIAN TO FAY	980.10
Vendor Total		980.10		
FYTD for RIALTO CONSTRUCTION, INC.		122,329.25		
RISICA-MCCANN, NICOLE				
9/21/2009	197730	61.00	REFUND-YTH SPORTS REGIST	61.00
Vendor Total		61.00		
FYTD for RISICA-MCCANN, NICOLE		136.00		
RIV CO FLOOD CONTROL & WATER CONSERVATN				
9/14/2009	197609	799.37	ENCRCHMNT PERMIT/ADDTL DEPOSIT	799.37
9/21/2009	197731	578.98	ENCRCHMNT PERMIT/ADDTL DEPOSIT	578.98
Vendor Total		1,378.35		
FYTD for RIV CO FLOOD CONTROL & WATER CONSERVATN		9,522.04		
RIVERSIDE COMMUNITY COLLEGE DISTRICT				
9/14/2009	197610	875.00	TRAINING SVCS-HR	875.00
9/14/2009	197611	750.01	REFUND-CRC RNTL DEP REFUND-CRC RNTL DEP	0.01 750.00
Vendor Total		1,625.01		
FYTD for RIVERSIDE COMMUNITY COLLEGE DISTRICT		1,625.01		
RIVERSIDE COUNTY CHILDREN & FAMILIES				
9/8/2009	197479	100.00	REFUND-CRC DEP 8/24	100.00
Vendor Total		100.00		
FYTD for RIVERSIDE COUNTY CHILDREN & FAMILIES		100.00		
RIVERSIDE COUNTY CLERK				
9/21/2009	197732	2,057.00	FEES-HEACOCK ST/HEMLOCK-IRONWD	2,057.00
Vendor Total		2,057.00		
FYTD for RIVERSIDE COUNTY CLERK		6,235.00		



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RIVERSIDE COUNTY INFORMATION TECHNOLOGY				
9/8/2009	197480	92.60	JUL-09 VPN CONNECTION	92.60
9/14/2009	197612	1,704.22	JUL-09 RADIO SVCS	1,704.22
9/28/2009	197873	92.60	AUG-09 VPN CONNECTION	92.60
Vendor Total		1,889.42		
FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY		5,841.08		
RIVERSIDE COUNTY SHERIFF				
9/14/2009	197613	3,186.81	JUL-09 BOOKING FEES	3,186.81
Vendor Total		3,186.81		
FYTD for RIVERSIDE COUNTY SHERIFF		11,436,041.80		
RIVERSIDE COUNTY SHERIFF BEN CLARK				
9/21/2009	197733	219.00	BICYCLE PATROL 9/22-9/25/09	219.00
9/28/2009	197874	244.00	REG-CHILD ABUSE/SXL ASSLT CLSS	99.00
			REG-CHILD ABUSE/SXL ASSLT CLSS	99.00
			REG-CRIME SCENE INV. CLASS	46.00
Vendor Total		463.00		
FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK		1,983.00		
RIVERSIDE COUNTY SHERIFF COURT SERVICES				
9/14/2009	197614	534.58	GARNISHMENT	395.72
			GARNISHMENT	138.86
9/28/2009	197875	446.54	GARNISHMENT	310.16
			GARNISHMENT	136.38
Vendor Total		981.12		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES		2,747.08		
RIVERSIDE COUNTY SHERIFF MV				
9/28/2009	197876	1,064.12	DUI CHECKPOINT DUTY	521.64
			ABATEMENT OPER DUTY	542.48
Vendor Total		1,064.12		
FYTD for RIVERSIDE COUNTY SHERIFF MV		7,605.84		



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RIVERSIDE LAFCO				
9/21/2009	197734	5,175.00	ANNEXATION APP FEE	5,175.00
Vendor Total		5,175.00		
FYTD for RIVERSIDE LAFCO		5,175.00		
RIVERSIDE TRANSIT AGENCY				
9/14/2009	197615	5,000.00	TRNSPRTN PROJ-CTY PARTICIPATIO	5,000.00
Vendor Total		5,000.00		
FYTD for RIVERSIDE TRANSIT AGENCY		33,075.00		
RLZ ENGINEERING				
9/14/2009	197616	8,881.50	AUG-09 TEMP PROF STAFFING SVCS	8,881.50
Vendor Total		8,881.50		
FYTD for RLZ ENGINEERING		59,516.75		
ROBERTS, SONYA				
9/28/2009	197877	42.75	REFUND-SEPT FEES	42.75
Vendor Total		42.75		
FYTD for ROBERTS, SONYA		42.75		
RODRIGUEZ, LAUREN				
9/28/2009	197878	59.40	MILEAGE REIMBURSEMENT	59.40
Vendor Total		59.40		
FYTD for RODRIGUEZ, LAUREN		59.40		
RODRIGUEZ, ROSA				
9/8/2009	197481	5,044.95	CLM SETTLEMENT	5,044.95
Vendor Total		5,044.95		
FYTD for RODRIGUEZ, ROSA		5,044.95		
ROESLING NAKAMURA TERADA ARCHITECTS, INC				
9/14/2009	197617	42.08	PUB SFTY BLDG CONVERSION PROJ	42.08
Vendor Total		42.08		
FYTD for ROESLING NAKAMURA TERADA ARCHITECTS, INC		57,656.17		



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RUDISEL, LESLIE				
9/21/2009	197735	66.00	REFUND-YTH SPORTS REGIST	66.00
Vendor Total		66.00		
FYTD for RUDISEL, LESLIE		66.00		
RUIZ, LINDA				
9/28/2009	197879	67.00	REFUND-GUITAR CLASS	67.00
Vendor Total		67.00		
FYTD for RUIZ, LINDA		67.00		
SA ASSOCIATES				
9/14/2009	197618	11,475.00	AUG-09 TEMP PROF STAFFING SVCS	11,475.00
Vendor Total		11,475.00		
FYTD for SA ASSOCIATES		36,375.00		
SABRE LIGHTING AND SIGNS				
9/14/2009	197619	4,057.50	SIGN FOR ERC	4,057.50
Vendor Total		4,057.50		
FYTD for SABRE LIGHTING AND SIGNS		6,140.79		
SAENZ, MIGUEL				
9/21/2009	197736	150.00	SRVC CALL-MOBILE COMMAND	150.00
Vendor Total		150.00		
FYTD for SAENZ, MIGUEL		150.00		
SAHIN, ARSLAN				
9/14/2009	197620	120.00	REFUND-FALSE ALARM	120.00
Vendor Total		120.00		
FYTD for SAHIN, ARSLAN		120.00		
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP				
9/8/2009	197482	269.68	FIRE EXTINGSHR FOR ERC	110.93
			FIRE EXTINGSHR SVC-EMRG OP	158.75
Vendor Total		269.68		
FYTD for SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP		2,476.15		



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SANCHEZ, YVETTE				
9/8/2009	197483	10.00	REFUND-ANML LIC FEE	10.00
Vendor Total		10.00		
FYTD for SANCHEZ, YVETTE		10.00		
SANDER, KYI				
9/21/2009	197737	61.00	REFUND-YTH SPORTS REGIST	61.00
Vendor Total		61.00		
FYTD for SANDER, KYI		61.00		
SCHMIDT, CHRISTINE				
9/21/2009	197738	61.00	REFUND-YTH SPORTS REGIST	61.00
Vendor Total		61.00		
FYTD for SCHMIDT, CHRISTINE		61.00		
SECTRAN SECURITY, INC				
9/28/2009	197880	463.50	SEP-09 TRANSPRT SVC-PARKS	154.50
			SEP-09 TRANSPRT SVC-TREASURY	154.50
			SEP-09 TRANSPRT SVC-SPCL DIST	154.50
Vendor Total		463.50		
FYTD for SECTRAN SECURITY, INC		1,390.50		
SECURITY LOCK & KEY				
9/8/2009	197484	150.20	LOCK CHNG & KEYS-ERC	150.20
9/14/2009	197621	765.68	LOCK INSTALL-MALL PD	765.68
Vendor Total		915.88		
FYTD for SECURITY LOCK & KEY		1,102.69		
SHAH, JAGDISH				
9/8/2009	197485	18,360.00	AUG-09 TEMP PROF STAFFING SVCS	18,360.00
Vendor Total		18,360.00		
FYTD for SHAH, JAGDISH		60,000.00		



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SHELL OIL CO.				
9/8/2009	197486	337.44		
			FUEL PURCHASES	123.40
			FUEL PURCHASES	47.57
			FUEL PURCHASES	126.04
			FUEL PURCHASES	40.43
9/21/2009	197739	1,575.06		
			FUEL PURCHASES FOR PD MTRCYCLS	1,537.50
			FUEL PURCHASE-PARK RANGER	37.56
Vendor Total		1,912.50		
FYTD for SHELL OIL CO.		5,715.90		
SHILLEH, HIBA				
9/21/2009	197740	59.00		
			REFUND-YTH SPORTS REGIST	59.00
Vendor Total		59.00		
FYTD for SHILLEH, HIBA		59.00		
SIMON, SHERMAN				
9/28/2009	197882	75.00		
			CPR INSTRCTR PMT	75.00
Vendor Total		75.00		
FYTD for SIMON, SHERMAN		75.00		
SINGER & COFFIN, APC				
9/8/2009	197487	6,786.25		
			LGL SVCS-60/NASON INTRCHG PROJ	2,997.70
			LGL SVCS-60/NASON INTRCHG PROJ	3,788.55
9/28/2009	197883	11,403.75		
			LEGAL SVCS-SR60/NASON INTRCHNG	6,211.45
			LEGAL SVCS-SR60/NASON INTRCHNG	3,735.30
			LEGAL SVCS-RECHE VISTA DR.	1,457.00
Vendor Total		18,190.00		
FYTD for SINGER & COFFIN, APC		26,765.25		
SINGLETON-DECUIR, JANISHEIA				
9/28/2009	197884	39.60		
			MILEAGE REIMBURSEMENT	39.60
Vendor Total		39.60		
FYTD for SINGLETON-DECUIR, JANISHEIA		94.05		
SMITH, KIM				
9/21/2009	197741	66.00		
			REFUND-YTH SPORTS REGIST	66.00
Vendor Total		66.00		
FYTD for SMITH, KIM		66.00		



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SNYDER, REBECCA				
9/14/2009	197622	20.00	REFUND-RAB DEP	20.00
Vendor Total		20.00		
FYTD for SNYDER, REBECCA		20.00		
SO CAL FIRE PREVENTION OFFICERS ASSO				
9/8/2009	197488	55.00	ANNL MBRSHP RNWL-RANDY METZ	55.00
Vendor Total		55.00		
FYTD for SO CAL FIRE PREVENTION OFFICERS ASSO		55.00		
SO. CALIF SCHOOL OF MUSIC				
9/8/2009	197489	972.00	PIANO CLASS INSTRCTR	270.00
			PIANO CLASS INSTRCTR	351.00
			PIANO CLASS INSTRCTR	216.00
			PIANO CLASS INSTRCTR	135.00
Vendor Total		972.00		
FYTD for SO. CALIF SCHOOL OF MUSIC		2,991.00		
SOSA, JORGE				
9/8/2009	197490	429.00	KOBUDO CLASS INSTRCTR	105.00
			NINPO CLASS INSTRCTR	72.00
			KARATEDO CLASS INSTRCTR	72.00
			KARATEDO CLASS INSTRCTR	180.00
Vendor Total		429.00		
FYTD for SOSA, JORGE		1,167.00		
SOUTH COAST AIR QUALITY MGMT DISTRICT				
9/14/2009	197623	195.69	ANNUAL OPERATING FEES	86.69
			ANNUAL FUEL EMISSIONS-FS#48	109.00
Vendor Total		195.69		
FYTD for SOUTH COAST AIR QUALITY MGMT DISTRICT		1,075.97		



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SOUTHERN CALIFORNIA EDISON				
9/8/2009	197491	8,174.57		
			ST LIGHT RMVL-13494 LASSELLE	2,806.41
			TRAF CNTRLLR-13494 LASSELLE	5,368.16
9/8/2009	197492	4,705.42		
			ELECTRIC BILLS FOR AUGUST'09	57.28
			ELECTRIC BILLS FOR AUGUST'09	117.64
			ELECTRIC BILLS FOR AUGUST'09	19.20
			ELECTRIC BILLS FOR AUGUST'09	1,533.11
			ELECTRIC BILLS FOR AUGUST'09	164.30
			ELECTRIC BILLS FOR AUGUST'09	1,017.05
			ELECTRIC BILLS FOR AUGUST'09	360.90
			ELECTRIC BILLS FOR AUGUST'09	18.73
			ELECTRIC BILLS FOR AUGUST'09	988.84
			ELECTRIC BILLS FOR AUGUST'09	138.07
			ELECTRIC BILLS FOR AUGUST'09	189.57
			ELECTRIC BILLS FOR AUGUST'09	55.85
			ELECTRIC BILLS FOR AUGUST'09	44.88
9/21/2009	197742	19,901.13		
			ELECTRIC BILLS FOR AUGUST'09	1,759.71
			ELECTRIC BILLS FOR AUGUST'09	443.08
			ELECTRIC BILLS FOR AUGUST'09	512.81
			ELECTRIC BILLS FOR AUGUST'09	139.32
			ELECTRIC BILLS FOR AUGUST'09	5,396.01
			ELECTRIC BILLS FOR AUGUST'09	1,516.52
			ELECTRIC BILLS FOR AUGUST'09	2,245.92
			ELECTRIC BILLS FOR AUGUST'09	370.71
			ELECTRIC BILLS FOR AUGUST'09	229.39
			ELECTRIC BILLS FOR AUGUST'09	2,292.47
			ELECTRIC BILLS FOR AUGUST'09	19.84
			ELECTRIC BILLS FOR AUGUST'09	4,063.09
			ELECTRIC BILLS FOR AUGUST'09	38.57
			ELECTRIC BILLS FOR AUGUST'09	39.04
			ELECTRIC BILLS FOR AUGUST'09	23.10
			ELECTRIC BILLS FOR AUGUST'09	66.43
			ELECTRIC BILLS FOR AUGUST'09	75.69
			ELECTRIC BILLS FOR AUGUST'09	627.21
			ELECTRIC BILLS FOR AUGUST'09	42.22
9/28/2009	197886	22,220.11		
			ELECTRIC BILLS FOR AUGUST'09	181.88
			ELECTRIC BILLS FOR AUGUST'09	4,628.84
			ELECTRIC BILLS FOR AUGUST'09	4,318.10
			ELECTRIC BILLS FOR AUGUST'09	19.04
			ELECTRIC BILLS FOR AUGUST'09	1,261.66
			ELECTRIC BILLS FOR AUGUST'09	4,565.83
			ELECTRIC BILLS FOR AUGUST'09	251.28
			ELECTRIC BILLS FOR AUGUST'09	3,539.25
			ELECTRIC BILLS FOR AUGUST'09	418.02
			ELECTRIC BILLS FOR AUGUST'09	36.16
			ELECTRIC BILLS FOR AUGUST'09	1,527.90
			ELECTRIC BILLS FOR AUGUST'09	269.29
			ELECTRIC BILLS FOR AUGUST'09	408.15
			ELECTRIC BILLS FOR AUGUST'09	406.55



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			ELECTRIC BILLS FOR AUGUST'09	259.04
			ELECTRIC BILLS FOR AUGUST'09	129.12
Vendor Total		55,001.23		
FYTD for SOUTHERN CALIFORNIA EDISON		4,861,242.80		
SOUTHERN CALIFORNIA GAS CO.				
9/21/2009	197743	2,759.76		
			GAS CHARGES-CITYWIDE	16.91
			GAS CHARGES-CITYWIDE	424.24
			GAS CHARGES-CITYWIDE	1,319.05
			GAS CHARGES-CITYWIDE	9.53
			GAS CHARGES-CITYWIDE	11.45
			GAS CHARGES-CITYWIDE	353.59
			GAS CHARGES-CITYWIDE	64.25
			GAS CHARGES-CITYWIDE	14.01
			GAS CHARGES-CITYWIDE	136.72
			GAS CHARGES-CITYWIDE	67.05
			GAS CHARGES-CITYWIDE	81.15
			GAS CHARGES-CITYWIDE	44.03
			GAS CHARGES-CITYWIDE	85.47
			GAS CHARGES-CITYWIDE	46.68
			GAS CHARGES-CITYWIDE	85.63
Vendor Total		2,759.76		
FYTD for SOUTHERN CALIFORNIA GAS CO.		8,868.72		
SPARKLETTS				
9/8/2009	197493	27.30		
			WTR SVCS-EMRG OP	27.30
9/14/2009	197626	4.50		
			WTR SVCS-PARKS	4.50
9/28/2009	197888	11.40		
			WTR SVCS-ARMADA ELEM	11.40
Vendor Total		43.20		
FYTD for SPARKLETTS		170.21		
SPECTRUM CARE				
9/28/2009	197889	12,333.33		
			AUG-09 LNDSCP MAINT-ZN E1A	1,793.33
			AUG-09 LNDSCP MAINT-ZN E1	10,540.00
Vendor Total		12,333.33		
FYTD for SPECTRUM CARE		24,666.66		
SPORTS INNOVATORS				
9/8/2009	197494	620.00		
			SPORTS OFFICIATING SVCS	620.00
Vendor Total		620.00		
FYTD for SPORTS INNOVATORS		8,830.00		



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SPRINT/NEXTEL				
9/8/2009	197495	77.03	AUG CELL CHRGS-GTF	77.03
Vendor Total		77.03		
FYTD for SPRINT/NEXTEL		281.20		
SRAMEK, KRISTINE				
9/28/2009	197890	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 SRAMEK, KRISTINE		70.00		
STANLEY CONVERGENT SECURITY SOLUTNS, INC				
9/8/2009	197496	166.85	SEPT-09 SEC MNTRNG-PARKS	166.85
9/21/2009	197744	438.03	9/09-11/09 MNTRNG-SR CTR	333.03
			9/09-11/09 MNTRNG-SPCL DIST	105.00
9/28/2009	197891	1,018.39	SEP-NOV SECURITY MNTRNG-FAC	276.00
			SEP-NOV SECURITY MNTRNG-YARD	637.39
			SEP-NOV SECURITY MNTRNG-YARD	105.00
Vendor Total		1,623.27		
FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC		8,209.28		
STATE BOARD OF EQUALIZATION				
9/22/2009	200908	2,434.00	SALES & USE TAX 08/31/09	2,434.00
Vendor Total		2,434.00		
FYTD for STATE BOARD OF EQUALIZATION		16,336.00		
STATE DISBURSEMENT UNIT				
9/3/2009	2475	1,988.87	CHILD SUPPORT W/H 09/03/09	1,988.87
9/17/2009	2483	1,863.27	CHILD SUPPORT W/H 09/17/09	1,863.27
Vendor Total		3,852.14		
FYTD for STATE DISBURSEMENT UNIT		12,654.41		



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STATE OF CALIFORNIA DEPT. OF CONSUMER AF				
9/8/2009	197497	125.00	PROF LIC RNWL-Q NGUYEN	125.00
Vendor Total		125.00		
FYTD for STATE OF CALIFORNIA DEPT. OF CONSUMER AF		500.00		
STATE OF CALIFORNIA DEPT. OF JUSTICE				
9/8/2009	197498	5,460.00	JUN-09 BLD ALCHL ANLYS-PD	1,120.00
			JUL-09 BLD ALCHL ANLYS-PD	1,610.00
			JUL-09 FINGERPRINTING SVCS	2,730.00
9/28/2009	197892	3,395.00	AUG-09 FINGERPRINTING SVCS	3,395.00
Vendor Total		8,855.00		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE		17,423.00		
STERICYCLE (BFI)				
9/14/2009	197627	442.25	MED WASTE DISPOSAL	442.25
9/21/2009	197745	442.26	SEPT-09 MED WASTE HAULING	442.26
Vendor Total		884.51		
FYTD for STERICYCLE (BFI)		1,326.94		
STILES ANIMAL REMOVAL, INC.				
9/8/2009	197499	160.00	ANML REMOVAL SRVC	160.00
Vendor Total		160.00		
FYTD for STILES ANIMAL REMOVAL, INC.		160.00		
STK ARCHITECTURE, INC.				
9/21/2009	197746	2,625.00	NEW MAIN LIBRARY PROJ-EMWD FEE	2,625.00
Vendor Total		2,625.00		
FYTD for STK ARCHITECTURE, INC.		2,625.00		
STRATACOM				
9/21/2009	197748	6,519.57	LIBRARY CARDS	6,519.57
Vendor Total		6,519.57		
FYTD for STRATACOM		6,519.57		



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STRICKLER ASSOCIATION, THE				
9/8/2009	197500	6,272.50		
			HOUSING PRGMS CNSLTNG SVCS	2,047.50
			HOUSING PRGMS CNSLTNG SVCS	4,225.00
Vendor Total		6,272.50		
FYTD for STRICKLER ASSOCIATION, THE		8,287.50		
SUNNYMEAD ACE HARDWARE				
9/14/2009	197628	228.40		
			MISC HARDWARE-POLICE	10.82
			MISC HARDWARE-POLICE	34.19
			MISC HARDWARE-POLICE	63.30
			MISC HARDWARE-POLICE	9.33
			MISC HARDWARE-POLICE	12.98
			MISC HARDWARE-POLICE	86.96
			MISC HARDWARE-POLICE	10.82
9/21/2009	197749	30.02		
			MISC BLDG SUPPLIES-FIRE	14.94
			MISC BLDG SUPPLIES-FIRE	15.08
Vendor Total		258.42		
FYTD for SUNNYMEAD ACE HARDWARE		699.56		
T.Y. LIN INTERNATIONAL				
9/21/2009	197750	3,443.85		
			GRAHAM ST OVRCRSSNG/SR-60 PROJ	3,443.85
Vendor Total		3,443.85		
FYTD for T.Y. LIN INTERNATIONAL		30,480.78		
TARKINGTON, MARIA				
9/28/2009	197893	67.00		
			REFUND-GUITAR CLASS	65.00
			REFUND-GUITAR CLASS	2.00
Vendor Total		67.00		
FYTD for TARKINGTON, MARIA		67.00		
TELLEZ, SANDRA				
9/21/2009	197751	61.00		
			REFUND-YTH SPORTS REGIST	61.00
Vendor Total		61.00		
FYTD for TELLEZ, SANDRA		61.00		



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THERMAL-COOL INC.				
9/8/2009	197501	821.20		
			HVAC RPRS-ANIMAL SHLTR SRVR RM	474.52
			HVAC RPRS-ANIMAL SHELTER	99.48
			HVAC RPRS-ASES BLDG	247.20
9/21/2009	197752	105.00		
			T-STAT RPRS-PUPPY COOLER	105.00
9/28/2009	197894	181.00		
			AC UNIT SVC-SNACK BAR/SUNNYMD	85.00
			AC UNIT SVC-SNACK BAR/SUNNYMD	96.00
Vendor Total		1,107.20		
FYTD for THERMAL-COOL INC.		10,844.18		
THIBAUT, KATHY				
9/28/2009	197895	156.00		
			REFUND-SHELTER FEE	156.00
Vendor Total		156.00		
FYTD for THIBAUT, KATHY		156.00		
THOMPSON, JAMIE				
9/21/2009	197753	61.00		
			REFUND-YTH SPORTS REGIST	61.00
Vendor Total		61.00		
FYTD for THOMPSON, JAMIE		61.00		
TORRES, REBECCA				
9/8/2009	197502	320.00		
			PER DIEM-DUI SEMINAR/TRNG	320.00
Vendor Total		320.00		
FYTD for TORRES, REBECCA		320.00		
TRI-CITY LINEN SUPPLY, INC.				
9/8/2009	197503	25.00		
			LINEN RNTL FOR CRC BLDG USE	25.00
9/14/2009	197629	75.00		
			LINEN RENTAL-CRC	25.00
			LINEN RENTAL-CRC	25.00
			LINEN RENTAL-CRC	25.00
9/21/2009	197754	25.00		
			LINEN RNTL FOR CRC	25.00
9/28/2009	197896	25.00		
			LINEN RNTL FOR CRC	25.00
Vendor Total		150.00		
FYTD for TRI-CITY LINEN SUPPLY, INC.		423.90		



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TROPICAL PLAZA NURSERY, INC.				
9/8/2009	197504	1,840.00		
			LNDSCPNG WORK-HIDDEN SPRINGS	1,840.00
9/28/2009	197897	18,317.35		
			AUG-09 LNDSCP MAINT-ZONE E-2	15,700.00
			AUG-09 LNDSCP MAINT-ZONE E-16	2,217.45
			AUG-09 IRRIG REPAIRS-ZONE E-2	399.90
Vendor Total		20,157.35		
FYTD for TROPICAL PLAZA NURSERY, INC.		54,139.88		
TRUGREEN LANDCARE				
9/8/2009	197505	1,237.97		
			CLEAN-UP TR# 27523 W. Q. BASIN	880.00
			MSTR VALVE INSTLLTN-TR# 20272	325.00
			IRRIG REPAIRS-TR# 15433	5.68
			IRRIG REPAIRS-TR# 20715	17.65
			IRRIG REPAIRS-TR# 15387	3.02
			IRRIG REPAIRS-TR# 19032	6.62
9/14/2009	197630	20,709.91		
			AUG-09 LNDSCP MAINT-M	5,178.62
			AUG-09 LNDSCP MAINT-DSG1E	7,110.86
			AUG-09 LNDSCP MAINT-DSG2	8,420.43
9/28/2009	197898	14,914.55		
			AUG-09 LNDSCP MAINT-ZONE E-3	10,038.43
			AUG-09 LNDSCP MAINT-ZONE E-3A	1,676.12
			MSTR VALVE INSTALL.-TR 19233	320.00
			MSTR VALVE INSTALL.-TR 20197	320.00
			MSTR VALVE INSTALL.-TR 21113	320.00
			MSTR VALVE INSTALL.-TR 20404	350.00
			MSTR VALVE INSTALL.-TR 19210	320.00
			MSTR VALVE INSTALL.-TR 19862	380.00
			MSTR VALVE INSTALL.-TR 21737	350.00
			MSTR VALVE INSTALL.-TR 14387	520.00
			MSTR VALVE INSTALL.-TR 19529	320.00
Vendor Total		36,862.43		
FYTD for TRUGREEN LANDCARE		69,002.94		
TYNER PAVING COMPANY				
9/21/2009	197755	1,053.00		
			IRIS AVE IMPRVMENTS PROJ	1,053.00
Vendor Total		1,053.00		
FYTD for TYNER PAVING COMPANY		146,315.61		
U.S. BANK				
9/8/2009	197506	90.00		
			REFUND-FALSE ALARM	90.00
Vendor Total		90.00		
FYTD for U.S. BANK		90.00		



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U.S. HEALTHWORKS MEDICAL GROUP				
9/14/2009	197631	76.00		
			PRE-EMPLMNT PHYSICAL	76.00
Vendor Total		76.00		
FYTD for U.S. HEALTHWORKS MEDICAL GROUP		961.00		
UNDERGROUND SERVICE ALERT				
9/14/2009	197632	742.50		
			JUL-09 DIG-ALERT SVCS	185.63
			JUL-09 DIG-ALERT SVCS	185.63
			JUL-09 DIG-ALERT SVCS	185.61
			JUL-09 DIG-ALERT SVCS	185.63
Vendor Total		742.50		
FYTD for UNDERGROUND SERVICE ALERT		2,164.50		
UNITED POWER GENERATION, INC.				
9/14/2009	197633	215.00		
			GENERATOR SVC-FS #65	215.00
9/21/2009	197756	3,103.00		
			EMERG GENERATOR SVC-ANML SHLTR	375.90
			EMERG GENERATOR SVC-CITY HALL	659.60
			EMERG GENERATOR SVC-CITY YARD	358.80
			EMERG GENERATOR SVC-FIRE ST#91	340.30
			EMERG GENERATOR SVC-FIRE ST #6	340.30
			EMERG GENERATOR SVC-FIRE ST#65	340.00
			EMERG GENERATOR SVC-FIRE ST #2	347.80
			EMERG GENERATOR SVC-FIRE ST#48	340.30
9/28/2009	197901	500.00		
			EMERG GENERATOR LOAD BANK TEST	70.60
			EMERG GENERATOR LOAD BANK TEST	429.40
Vendor Total		3,818.00		
FYTD for UNITED POWER GENERATION, INC.		4,593.05		
UNITED SITE SERVICES OF CA, INC.				
9/8/2009	197507	583.78		
			PORTABLE TOILETS-MAINT & OPS	97.55
			PORTABLE TOILETS-MAINT & OPS	97.55
			PORTABLE TOILETS-GOLF COURSE	77.33
			PORTABLE TOILETS-CITY YRD PROJ	1.02
			PORTABLE TOILETS-CITY YRD PROJ	310.33
9/28/2009	197902	330.56		
			PORTABLE TOILETS-CITY YRD PROJ	155.68
			PORTABLE TOILETS-GOLF COURSE	77.33
			PORTABLE TOILETS-MAINT & OPS	97.55
Vendor Total		914.34		
FYTD for UNITED SITE SERVICES OF CA, INC.		6,981.36		



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UNITED WAY OF INLAND VALLEYS				
9/14/2009	197634	903.61	U W CONTRIBUTIONS	903.61
9/28/2009	197903	902.61	U W CONTRIBUTIONS	902.61
Vendor Total		1,806.22		
FYTD for UNITED WAY OF INLAND VALLEYS		6,429.27		
URBAN CROSSROADS, INC.				
9/28/2009	197904	390.00	TRAFFIC MODEL UPDT SVCS AUG-09	390.00
Vendor Total		390.00		
FYTD for URBAN CROSSROADS, INC.		3,660.00		
UTILIQUEST, L L C				
9/8/2009	197508	57.00	REFUND-BUS LIC OVRPMT	57.00
Vendor Total		57.00		
FYTD for UTILIQUEST, L L C		57.00		



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VACATE PEST ELIMINATION COMPANY				
9/8/2009	197511	1,370.00		
			WKLY PEST CNTRL SVC-CRC BLDG	55.00
			WKLY PEST CNTRL SVC-CRC BLDG	55.00
			WKLY PEST CNTRL SVC-CRC BLDG	55.00
			AUG-09 PEST CNTRL-UTIL FLD OFF	45.00
			AUG-09 PEST CNTRL-CITY HALL	75.00
			AUG-09 PEST CNTRL-GOLF PRO SHP	22.50
			AUG-09 PEST CNTRL-MVTV STUDIO	22.50
			AUG-09 PEST CNTRL-TWNGTE C.C.	45.00
			AUG-09 PEST CNTRL-LIBRARY	55.00
			AUG-09 PEST CNTRL-SR CTR	55.00
			AUG-09 PEST CNTRL-FIRE ST #2	45.00
			AUG-09 PEST CNTRL-FIRE ST #6	45.00
			AUG-09 PEST CNTRL-FIRE ST #48	45.00
			AUG-09 PEST CNTRL-FIRE ST #58	45.00
			AUG-09 PEST CNTRL-FIRE ST #65	45.00
			AUG-09 PEST CNTRL-FIRE ST #91	45.00
			AUG-09 PEST CNTRL-PUB SFTY BLD	75.00
			AUG-09 PEST CNTRL-ANIMAL SHLTR	115.00
			AUG-09 PEST CNTRL-ANNX BLDG 1	55.00
			AUG-09 PEST CNTRL-MARB HOB SHP	45.00
			AUG-09 PEST CNTRL-MFPCC	45.00
			AUG-09 PEST CNTRL-TRANSP TRLR	45.00
			AUG-09 PEST CNTRL-CITY YARD	115.00
			AUG-09 PEST CNTRL-STARS BLDG	45.00
			AUG-09 PEST CNTRL-CRC BLDG	75.00
9/14/2009	197635	40.00		
			GOPHER CONTROL-PARKS	40.00
9/21/2009	197757	300.00		
			BEES/HIVE SVC-FREDERCK/DRACAEA	300.00
Vendor Total		1,710.00		
FYTD for VACATE PEST ELIMINATION COMPANY		5,100.00		
VALI COOPER & ASSOCIATES, INC.				
9/28/2009	197905	18,303.75		
			PROF STAFFING SVCS-VARIOUS PRJ	18,303.75
Vendor Total		18,303.75		
FYTD for VALI COOPER & ASSOCIATES, INC.		58,465.00		



City of Moreno Valley

Check Register

For Period 9/1/2009 through 9/30/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VERIZON CALIFORNIA				
9/8/2009	197512	231.64		
			PH CHRGS-POLICE	4.96
			PH CHRGS-CTY YARD	75.56
			PH CHRGS-CRC	75.56
			PH CHRGS-CITY HALL	75.56
9/14/2009	197638	77.56		
			PH CHRGS-GOLF CRS	77.56
9/15/2009	197647	9,234.57		
			TELEPHONE CHRGS	164.68
			TELEPHONE CHRGS	204.75
			TELEPHONE CHRGS	172.21
			TELEPHONE CHRGS	523.31
			TELEPHONE CHRGS	222.54
			TELEPHONE CHRGS	114.02
			TELEPHONE CHRGS	222.72
			TELEPHONE CHRGS	187.98
			TELEPHONE CHRGS	67.03
			TELEPHONE CHRGS	228.79
			TELEPHONE CHRGS	145.30
			TELEPHONE CHRGS	338.12
			TELEPHONE CHRGS	115.90
			TELEPHONE CHRGS	431.05
			TELEPHONE CHRGS	292.30
			TELEPHONE CHRGS	125.11
			TELEPHONE CHRGS	70.68
			TELEPHONE CHRGS	289.68
			TELEPHONE CHRGS	21.39
			TELEPHONE CHRGS	138.01
			TELEPHONE CHRGS	317.15
			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	41.44
			TELEPHONE CHRGS	66.44
			TELEPHONE CHRGS	308.48
			TELEPHONE CHRGS	55.42
			TELEPHONE CHRGS	22.22
			TELEPHONE CHRGS	136.21
			TELEPHONE CHRGS	22.82
			TELEPHONE CHRGS	355.07
			TELEPHONE CHRGS	3,383.88
9/21/2009	197758	70.17		
			PH CHRGS-ANML SHLTR	70.17
9/28/2009	197908	1,026.63		
			PH CHRGS-ERC	1,026.63



City of Moreno Valley

Check Register

For Period 9/1/2009 through 9/30/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
Vendor Total		10,640.57		
FYTD for VERIZON CALIFORNIA		29,605.61		
VIRGEN, CHARLEEN				
9/14/2009	197639	124.80		
			REFUND-PICNIC SHLTR FEE	124.80
Vendor Total		124.80		
FYTD for VIRGEN, CHARLEEN		124.80		
VISTA PAINT CORPORATION				
9/21/2009	197759	1,631.83		
			PAINT & SUPPLS-GRAFFITI RMVL	1,631.83
9/28/2009	197909	60.85		
			PAINT FOR GRAFFITI RMVL PRGM	60.85
Vendor Total		1,692.68		
FYTD for VISTA PAINT CORPORATION		6,131.02		
VISTERRA CREDIT UNION				
9/8/2009	197513	100.00		
			REFUND-CRC DEP 8/17-18	100.00
Vendor Total		100.00		
FYTD for VISTERRA CREDIT UNION		100.00		
VOYAGER FLEET SYSTEM, INC.				
9/21/2009	197760	1,970.04		
			CNG FUEL FOR STREET PRGM	1,808.86
			CNG FUEL FOR DRAIN MAINT PRGM	161.18
Vendor Total		1,970.04		
FYTD for VOYAGER FLEET SYSTEM, INC.		4,969.12		



City of Moreno Valley

Check Register

For Period 9/1/2009 through 9/30/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VULCAN MATERIALS CO, INC.				
9/8/2009	197514	5,807.47		
			ASPHALTIC MATERIALS	98.31
			ASPHALTIC MATERIALS	98.97
			ASPHALTIC MATERIALS	98.97
			ASPHALTIC MATERIALS	99.61
			ASPHALTIC MATERIAL-P.R.O.M R&R	2,566.94
			ASPHALTIC MATERIAL-P.R.O.M R&R	1,677.79
			ASPHALTIC MATERIAL-P.R.O.M R&R	524.39
			ASPHALTIC MATERIAL-P.R.O.M R&R	230.88
			ASPHALTIC MATERIAL-P.R.O.M R&R	411.61
9/14/2009	197640	5,245.02		
			ASPHALTIC MATERIALS	65.04
			ASPHALTIC MATERIALS	98.97
			ASPHALTIC MATERIALS	2,543.44
			ASPHALTIC MATERIALS	2,537.57
9/21/2009	197761	199.88		
			ASPHALTIC MATERIALS	132.89
			ASPHALTIC MATERIALS	66.99
Vendor Total		11,252.37		
FYTD for VULCAN MATERIALS CO, INC.		48,660.08		
WADDLE, NIKKI				
9/21/2009	197762	66.00		
			REFUND-YTH SPORTS REGIST	66.00
Vendor Total		66.00		
FYTD for WADDLE, NIKKI		66.00		
WALKER'S HOME REPAIR				
9/14/2009	197641	9,000.00		
			MHGP: R. VALDEZ-25350 SANTIAGO	9,000.00
9/28/2009	197910	1,000.00		
			MHGP: R. VALDEZ-25350 SANTIAGO	1,000.00
Vendor Total		10,000.00		
FYTD for WALKER'S HOME REPAIR		10,000.00		
WASTE MANAGEMENT OF THE INLAND EMPIRE				
9/28/2009	197911	1,244.51		
			SEP-09 STORAGE BIN RENTALS	1,244.51
Vendor Total		1,244.51		
FYTD for WASTE MANAGEMENT OF THE INLAND EMPIRE		4,628.14		



City of Moreno Valley

Check Register

For Period 9/1/2009 through 9/30/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WELLS FARGO BANK				
9/8/2009	197515	4,000.00		
			ANNL ADMIN TRUSTEE FEES	2,000.00
			ANNL ADMIN TRUSTEE FEES	2,000.00
Vendor Total		4,000.00		
FYTD for WELLS FARGO BANK		6,000.00		
WELLS FARGO CORPORATE TRUST				
9/1/2009	90901	1,494.13		
			INTEREST VAR. RATE BOND	1,494.13
Vendor Total		1,494.13		
FYTD for WELLS FARGO CORPORATE TRUST		1,153,052.55		
WEST GOVERNMENT SERVICES				
9/28/2009	197912	1,000.00		
			JUL-09 AUTO TRACK SVCS FOR PD	500.00
			AUG-09 AUTO TRACK SVCS FOR PD	500.00
Vendor Total		1,000.00		
FYTD for WEST GOVERNMENT SERVICES		1,000.00		
WEST GROUP				
9/21/2009	197763	541.41		
			AUG-09 ONLINE CHRGS-LEGAL INFO	184.12
			LEGAL PUBLICATIONS SUBSCRIPTNS	357.29
Vendor Total		541.41		
FYTD for WEST GROUP		2,445.41		
WESTERN MUNICIPAL WATER DISTRICT				
9/21/2009	197764	2,998.38		
			WATER CHRGS-MRCH FLD PRK CC	1,146.32
			WATER CHRGS-MRCH FLD PRK CC	55.30
			WATER CHRGS-MARB BALLFLDS	1,796.76
Vendor Total		2,998.38		
FYTD for WESTERN MUNICIPAL WATER DISTRICT		14,362.40		
WESTOVER, MARK				
9/28/2009	197913	1,449.00		
			TUITION REIMBURSEMENT	1,449.00
Vendor Total		1,449.00		
FYTD for WESTOVER, MARK		1,449.00		
WHITE, RANDY				
9/8/2009	197516	50.00		
			REFUND-TRAP DEP	50.00
Vendor Total		50.00		
FYTD for WHITE, RANDY		50.00		



City of Moreno Valley

Check Register

For Period 9/1/2009 through 9/30/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WILLDAN AND ASSOCIATES				
9/8/2009	197517	3,280.50		
			PLAN CK SVCS-B&S DEPT	3,280.50
9/14/2009	197642	14,124.00		
			BLDG OFFICIAL SVCS	2,244.00
			BLDG OFFICIAL SVCS	11,880.00
	Vendor Total	17,404.50		
FYTD for WILLDAN AND ASSOCIATES		31,665.36		
WILLIAMS, DENISE				
9/28/2009	197914	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	20.00		
FYTD for WILLIAMS, DENISE		20.00		
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.				
9/8/2009	197518	8,556.78		
			FY09/10 SOLID WASTE COOPERATIV	8,556.78
	Vendor Total	8,556.78		
FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.		382,821.42		
WRCRCA				
9/21/2009	197766	1,938.00		
			MSHCP RESIDENTIAL	1,938.00
	Vendor Total	1,938.00		
FYTD for WRCRCA		31,366.00		



City of Moreno Valley

Check Register

For Period 9/1/2009 through 9/30/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WURM'S JANITORIAL SERVICES, INC.				
9/8/2009	197519	780.00	JUN CLEANING SVCS-SR CTR	520.00
			7/11-25 CLEANING SVCS-SR CTR	260.00
9/21/2009	197768	23,752.86	CLEANING OF PD OFFICE AT MALL	325.00
			JUL-09 JANTRL SVCS-STARS BLDG	298.87
			AUG-09 JANTRL SVCS-STARS BLDG	298.87
			EMP RES CTR CLEAN UP	191.75
			SEP-09 JANTRL SVCS-SUNNYMD ELEM	184.10
			SEP-09 JANTRL SVCS-CITY HALL	4,588.23
			SEP-09 JANTRL SVCS-CITY YARD	346.90
			SEP-09 JANTRL SVCS-TRANSP TRLR	98.40
			SEP-09 JANTRL SVCS-ESA ANNEX	735.73
			SEP-09 JANTRL SVCS-FAC ANNEX	124.29
			SEP-09 JANTRL SVCS-LIBRARY	1,771.79
			SEP-09 JANTRL SVCS-GOLF PRO SHP	644.70
			SEP-09 JANTRL SVCS-PSB	5,564.25
			SEP-09 JANTRL SVCS-GANG TSK FRC	112.82
			SEP-09 JANTRL SVCS-MVTV STUDIO	58.05
			SEP-09 JANTRL SVCS-RAINBOW RDG	310.19
			SEP-09 JANTRL SVCS-RED MAPLE	310.19
			AUG-09 JANTRL SVCS-SUNNYMD ELEM	128.94
			SEP-09 JANTRL SVCS-SENIOR CTR	1,916.18
			SEP-09 JANTRL SVCS-STARS BLDG	298.87
			AUG-09 JANTRL SVCS-SUNNYMD MIDD	106.54
			SEP-09 JANTRL SVCS-SUNNYMD MIDD	152.10
			SEP-09 JANTRL SVCS-TOWNGT C.C.	691.38
			SEP-09 JANTRL SVCS-TS ANNEX	453.53
			SEP-09 JANTRL SVC-CONF/REC CTR	3,447.93
			AUG-09 JANTRL SVCS-EMP RES CTR	244.30
			SEP-09 JANTRL SVCS-EMP RES CTR	348.96
9/28/2009	197915	3,428.75	AUG-09 CLEANING SVCS-CRC	1,970.00
			AUG-09 CLEANING SVCS-TWNGTE	480.00
			AUG-09 DAY PORTER SVCS	978.75
Vendor Total		27,961.61		
FYTD for WURM'S JANITORIAL SERVICES, INC.		77,197.03		



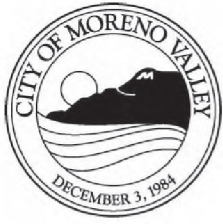
City of Moreno Valley

Check Register

For Period 9/1/2009 through 9/30/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
XEROX				
9/8/2009	197520	1,370.98		
			JUL-09 COPIER LEASE BASE CHRG	359.34
			JUL-09 COPIER LEASE BASE CHRG	779.48
			COPIER BILLABLE PRNTS CHRG	232.16
9/14/2009	197643	2,422.40		
			JUL-09 COPIER RNTL-PSB	33.51
			JUL-09 COPIER RNTL-PSB	65.00
			JUL-09 COPIER RNTL-PSB	71.80
			AUG-09 COPIER RNTL-PARKS	359.34
			AUG-09 COPIER RNTL-PARKS	847.68
			AUG-09 COPIER RNTL-PARKS	874.76
			AUG-09 COPIER RNTL-PSB	33.51
			AUG-09 COPIER RNTL-PSB	65.00
			AUG-09 COPIER RNTL-PSB	71.80
9/28/2009	197916	2,663.68		
			AUG-09 COPIER RNTL BASE CHRG	107.00
			AUG-09 COPIER EXC PRINTS CHRG	2,556.68
Vendor Total		6,457.06		
FYTD for XEROX		16,263.40		
ZUMAR INDUSTRIES, INC.				
9/8/2009	197521	808.35		
			SIGN FOR PATRIOT PARK	669.02
			SIGN & HARDWARE PURCH-TRAFFIC	139.33
9/14/2009	197644	60.16		
			SIGN FOR CFD #1	60.16
Vendor Total		868.51		
FYTD for ZUMAR INDUSTRIES, INC.		16,195.88		
Subtotal		1,278,226.74		
GRAND TOTAL		16,078,310.78		

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RH</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: November 23, 2009

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.
1800 IMPERIAL HIGHWAY, SUITE 200
BREA, CA 92821

RECOMMENDED ACTION

Staff recommends that the City Council:

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.
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.

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.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

On July 10, 2007, the City Council approved a Cooperative Agreement between the Riverside County Flood Control and Water Conservation District (RCFC&WCD), the City of Moreno Valley, and Beazer Homes Holding Corp. The Cooperative Agreement required that Irrevocable Offers of Dedication (IOD) to the public, for certain storm drain easements, be recorded prior to the beginning of the construction of improvements. Although the storm drain improvements were required in Tract Map 32834, Tract Map 32836 and Parcel Map 34411, storm drain easements were only required within Tract Map 32834 and Parcel Map 34411. The IOD's were recorded and the storm drain improvements were constructed according to approved plans and the approved Cooperative Agreement.

DISCUSSION

The City has received a request from the RCFC&WCD to quitclaim the referenced storm drain easements within Lots "E", "EE", and "F" of Tract Map 32834 and Parcels 1, 3, and 24 of Parcel Map 34411. Per the Cooperative Agreement, the City is required to convey the necessary rights of way to the RCFC&WCD in order to allow the RCFC&WCD to operate and maintain the drainage facilities located within said storm drain easements.

ALTERNATIVES

1. Adopt the proposed Resolution 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. 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. Direct the City Clerk to forward the signed Quitclaim Deeds to the Riverside County Flood Control and Water Conservation District for further processing and recordation. *This alternative would allow for proper maintenance of the storm drain facilities.*

2. Do not adopt the proposed Resolution 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. Do not 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. Do not direct the City Clerk to forward the signed Quitclaim Deeds to the Riverside County Flood Control and Water Conservation District for further processing and recordation. *This alternative would not allow for proper maintenance of the storm drain facilities.*

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Publication of the agenda.

ATTACHMENTS

Attachment 1 - Vicinity Map

Attachment 2 - Quitclaim Deed for Instrument Number 2008-0143600

Attachment 3 - Quitclaim Deed for Instrument Number 2008-0143601

Attachment 4 - Quitclaim Deed for Instrument Number 2008-0355995

Attachment 5 - Quitclaim Deed for Instrument Number 2008-0143604

Attachment 6 - Quitclaim Deed for Instrument Number 2008-0143603

Attachment 7 - Quitclaim Deed for Instrument Number 2008-0143602

Attachment 8 – Resolution

 Prepared By
 Vicente Giron
 Associate Engineer

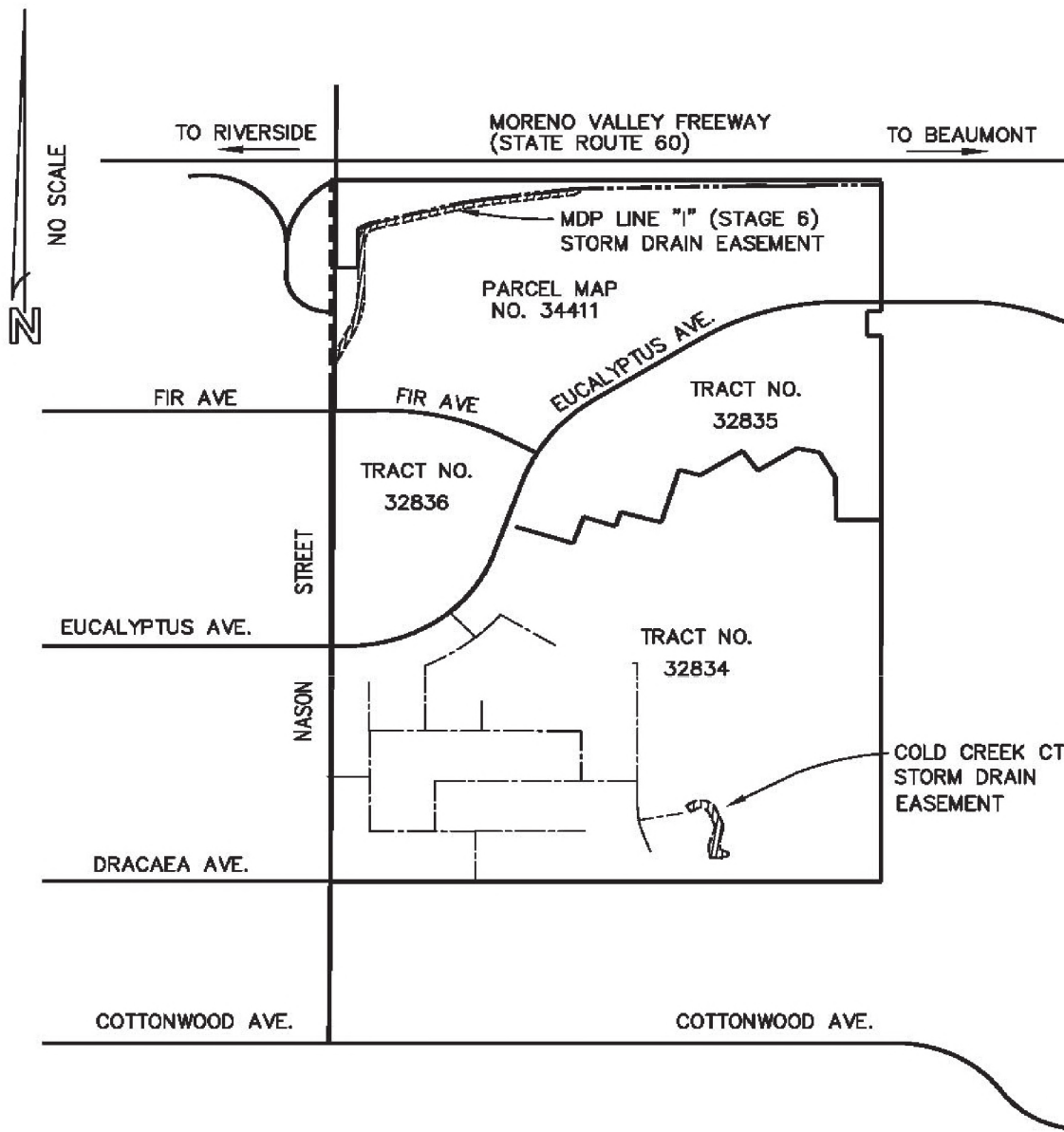
 Department Head Approval
 Chris A. Vogt, P.E.
 Public Works Director/City Engineer

 Concurred By
 Clement Jimenez, P.E.
 Senior 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\11-24-09 TR32834-32836 - Quitclaim Deed.doc



VICINITY MAP

NOT TO SCALE

(T.B. MAP PG. 718, COORDS. B2, B3, C2 & C3)

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

Attachment 1

**TRACT MAP 32834
PARCEL MAP 34411
VICINITY MAP**

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Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Moreno Cold Creek Court SD
Project No. 4-0-00961
Tract Nos. 32834 & 32836

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

RCFC Parcel No. 4961-501

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MORENO VALLEY, does hereby remise, release, and forever quitclaim to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT all right, title and interest in and to easement, situated in the, City of Moreno Valley, County of Riverside, State of California, described in:

Irrevocable Offer of Dedication recorded March 24, 2008, as Instrument No. 2008-0143600, records of said County, attached for reference purposes.

CITY OF MORENO VALLEY, a municipal corporation:

Date _____

By: _____
RICHARD A. STEWART, Mayor

ATTEST:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk

(SEAL)

Attachment 2

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____ from the CITY OF MORENO VALLEY to RIVERSIDE COUNT FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Moreno Cold Creek Court SD
Project No. 4-0-00961
Tract Nos. 32834 & 32836

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

RCFC Parcel No. 4961-502

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MORENO VALLEY, does hereby remise, release, and forever quitclaim to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT all right, title and interest in and to easement, situated in the, City of Moreno Valley, County of Riverside, State of California, described in:

Irrevocable Offer of Dedication recorded March 24, 2008, as Instrument No. 2008-0143601, records of said County, attached for reference purposes.

CITY OF MORENO VALLEY, a municipal corporation:

Date _____

By: _____
RICHARD A. STEWART, Mayor

ATTEST:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk

(SEAL)

Attachment 3

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____ from the CITY OF MORENO VALLEY to RIVERSIDE COUNT FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Moreno Cold Creek Court SD
Project No. 4-0-00961
Tract Nos. 32834 & 32836

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

RCFC Parcel No. 4961-500

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MORENO VALLEY, does hereby remise, release, and forever quitclaim to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT all right, title and interest in and to easement, situated in the, City of Moreno Valley, County of Riverside, State of California, described in:

Irrevocable Offer of Dedication recorded June 30, 2008, as Instrument No. 2008-0355995, records of said County, attached for reference purposes.

CITY OF MORENO VALLEY, a municipal corporation:

Date _____

By: _____
RICHARD A. STEWART, Mayor

ATTEST:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk

(SEAL)

Attachment 4

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____ from the CITY OF MORENO VALLEY to RIVERSIDE COUNT FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Moreno MDP Line I, Stg. 6
Project No. 4-0-00762
Tract Nos. 32834 & 32836

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

RCFC Parcel No. 4762-504

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MORENO VALLEY, does hereby remise, release, and forever quitclaim to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT all right, title and interest in and to easement, situated in the, City of Moreno Valley, County of Riverside, State of California, described in:

Irrevocable Offer of Dedication recorded March 24, 2008, as Instrument No. 2008-0143604, records of said County, attached for reference purposes.

CITY OF MORENO VALLEY, a municipal corporation:

Date _____

By: _____
RICHARD A. STEWART, Mayor

ATTEST:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk

(SEAL)

Attachment 5

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____ from the CITY OF MORENO VALLEY to RIVERSIDE COUNT FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Moreno MDP Line I, Stg. 6
Project No. 4-0-00762
Tract Nos. 32834 & 32836

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

RCFC Parcel No. 4762-503

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MORENO VALLEY, does hereby remise, release, and forever quitclaim to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT all right, title and interest in and to easement, situated in the, City of Moreno Valley, County of Riverside, State of California, described in:

Irrevocable Offer of Dedication recorded March 24, 2008, as Instrument No. 2008-0143603, records of said County, attached for reference purposes.

CITY OF MORENO VALLEY, a municipal corporation:

Date _____

By: _____
RICHARD A. STEWART, Mayor

ATTEST:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk

(SEAL)

Attachment 6

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____ from the CITY OF MORENO VALLEY to RIVERSIDE COUNT FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

Recorded at request of, and return to:
Riverside County Flood Control and
Water Conservation District
1995 Market Street
Riverside, California 92501

NO FEE (GOV. CODE 6103)

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Moreno MDP Line I, Stg. 6
Project No. 4-0-00762
Tract Nos. 32834 & 32836

The undersigned grantor(s) declare(s)
DOCUMENTARY TRANSFER TAX \$ NONE

RCFC Parcel No. 4762-502

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the CITY OF MORENO VALLEY, does hereby remise, release, and forever quitclaim to RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT all right, title and interest in and to easement, situated in the, City of Moreno Valley, County of Riverside, State of California, described in:

Irrevocable Offer of Dedication recorded March 24, 2008, as Instrument No. 2008-0143602, records of said County, attached for reference purposes.

CITY OF MORENO VALLEY, a municipal corporation:

Date _____

By: _____
RICHARD A. STEWART, Mayor

ATTEST:

JANE HALSTEAD,
Clerk to the City of Moreno Valley

By: _____
City Clerk

(SEAL)

Attachment 7

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____ from the CITY OF MORENO VALLEY to RIVERSIDE COUNT FLOOD CONTROL AND WATER CONSERVATION DISTRICT is hereby accepted by the undersigned officer pursuant to authority conferred by resolution of the Board of Supervisors of said District adopted on May 12, 1961, and the grantee consents to the recordation thereof by its duly authorized officer.

Date _____

By: _____
WARREN D. WILLIAMS
General Manager-Chief Engineer

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.

WHEREAS, the City Engineer has determined that the public storm drain easements were recorded by Beazer Homes Holding Corp. at the request of the Riverside County Flood Control and Water Conservation District, within Tract Map 32834 and Parcel Map 34411 according to the approved Cooperative Agreement on file with the City of Moreno Valley, and

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public storm drain easements within Tract 32834 and Parcel Map 34411 in order to quitclaim the easements to the Riverside County Flood Control and Water Conservation District per the Cooperative Agreement, and

WHEREAS, it is in accordance with Government Code, Section 27281, 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 said public storm drain easements within Tract 32834 and Parcel Map 34411 are accepted.

APPROVED AND ADOPTED this 23rd day of November, 2009.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

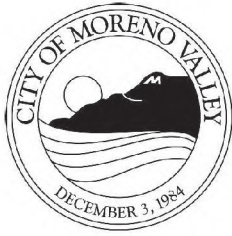
City Attorney

Attachment 8

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: November 23, 2009

TITLE: 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

RECOMMENDED ACTION

Staff recommends that the City Council:

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.
2. Adopt the proposed resolution committing to provide a minimum of 10 percent of the total project cost from local funds.

BACKGROUND

The State Legislature enacted the California BTA Program in 1993 as Senate Bill (SB) 1095. The BTA Program provides State transportation funds to local agencies for projects that improve the safety and convenience of bicycle commuters.

DISCUSSION

The intent of the California Bicycle Transportation Act is to establish a bicycle transportation system to enhance the functional commuting needs of employees, students, businesspersons, and shoppers. Caltrans is accepting applications for the Fiscal Year 2010/2011 BTA Program until December 1, 2009.

The proposed bikeways for BTA Program grant funding are categorized as high priorities on the City's Bicycle Transportation Plan (BTP). The City's BTP complies with Streets and Highways Code Section 891.2 "Bicycle Transportation Plans." Projects are selected for funding based on a statewide competition using the following criteria:

1. Demonstrates use primarily by bicycle commuters
2. Potential to increase bicycle commuting
3. Best alternative for the situation
4. Improves bikeways and/or amenities that support bicycle commuting
5. Provides or improves bikeway continuity to activity centers
6. Consistent with the City's BTP

The following is a summary of the projects identified for grant funding.

GRANT FUNDING PROJECT SUMMARY			
Proposed Bicycle Transportation Account (BTA) Projects			
<i>Location</i>		Limits	Total Estimated Project Costs
1	CA Aqueduct Park Class I Bikeway* (upgrade)	Krameria Avenue to Red Maple Lane	\$1,028,000
2	Indian Street Class II Bikeway **	Iris Avenue to Katrina Street	\$169,000
Total			\$1,197,000

* - Class I Bikeway (Bike Path) provides a completely separated right-of-way for the exclusive use of bicycles and pedestrians.

** - Class II Bikeway (Bike Lane) provides a striped lane for one-way bike travel on a street or highway.

ALTERNATIVES

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 adopt the proposed resolution committing to provide a minimum of 10 percent of the total project cost from local funds. *This alternative supports the FY 2010/2011 grant applications for BTA funding.*
2. Do not authorize the Public Works Director/City Engineer to submit the grant applications to the California Department of Transportation, District 8 Local Assistance Engineer for the Fiscal Year 2010/2011 Bicycle Transportation Account (BTA) Program, and do not adopt the proposed resolution committing to provide a minimum of 10 percent of the total project cost from local funds. *This alternative eliminates a potential funding source for bicycle transportation projects.*

FISCAL IMPACT

The typical state reimbursement ratio for BTA Program funding is 90% (maximum) with the local match of 10%. In Fiscal Year 2010/2011, the BTA Program will provide \$7.2 million to City and County agencies for projects that improve the safety and convenience of bicycle commuters. The maximum amount an applicant may receive is \$1,800,000. The City's matching funds will come from available Measure "A" (Fund 125) monies and may be programmed in the Fiscal Year 2010/2011 Capital Improvement Program budget.

CITY COUNCIL GOALS**REVENUE DIVERSIFICATION AND PRESERVATION:**

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

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

SUMMARY

The BTA Program provides state funds for projects that improve the safety and convenience for bicycle commuters. The proposed bikeways for the BTA Program grant funding are categorized as high priorities on the City's Bicycle Transportation Plan. Staff is recommending that the City Council approve the submittal of grant applications for the Bicycle Transportation Account Program and adopt the proposed resolution to provide a minimum of 10 percent of the total project cost from local funds.

ATTACHMENTS/EXHIBITS

- Attachment "A" – Vicinity Map - Aqueduct Park from Red Maple Lane to Krameria Avenue
- Attachment "B" – Vicinity Map - Indian Street from Iris Avenue to Katrina Street
- Attachment "C" – Proposed Resolution

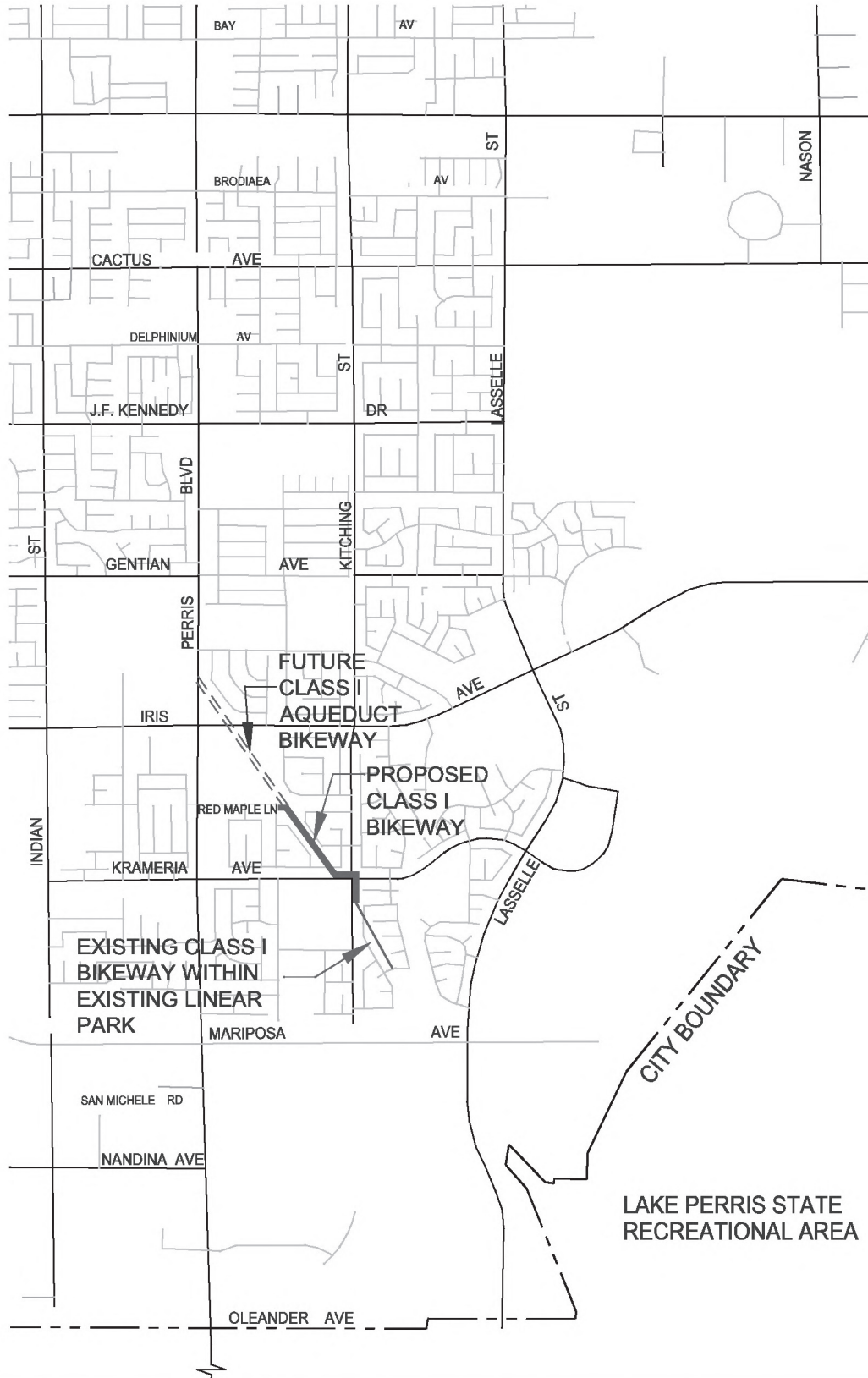
Prepared By:
 Alan Kashafi, P.E.
 Senior Engineer

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

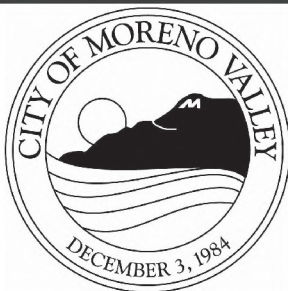
Concurred By:
 Eric Lewis, P.E., T.E.
 Transportation Division Manager/
 City Traffic Engineer

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:



Date: 23 Oct 09 - 8:00 am
File: W:\CapProj\CapProj\PROJ\BCTS\John K - 08-12585320 - BTA Grant Program\Grant Application\Staff Report Exhibit\Attachment A_10_20.dwg
User: dsapola



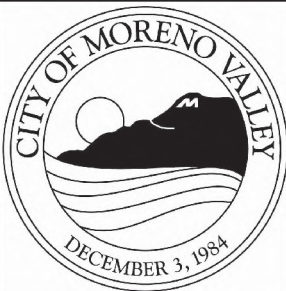
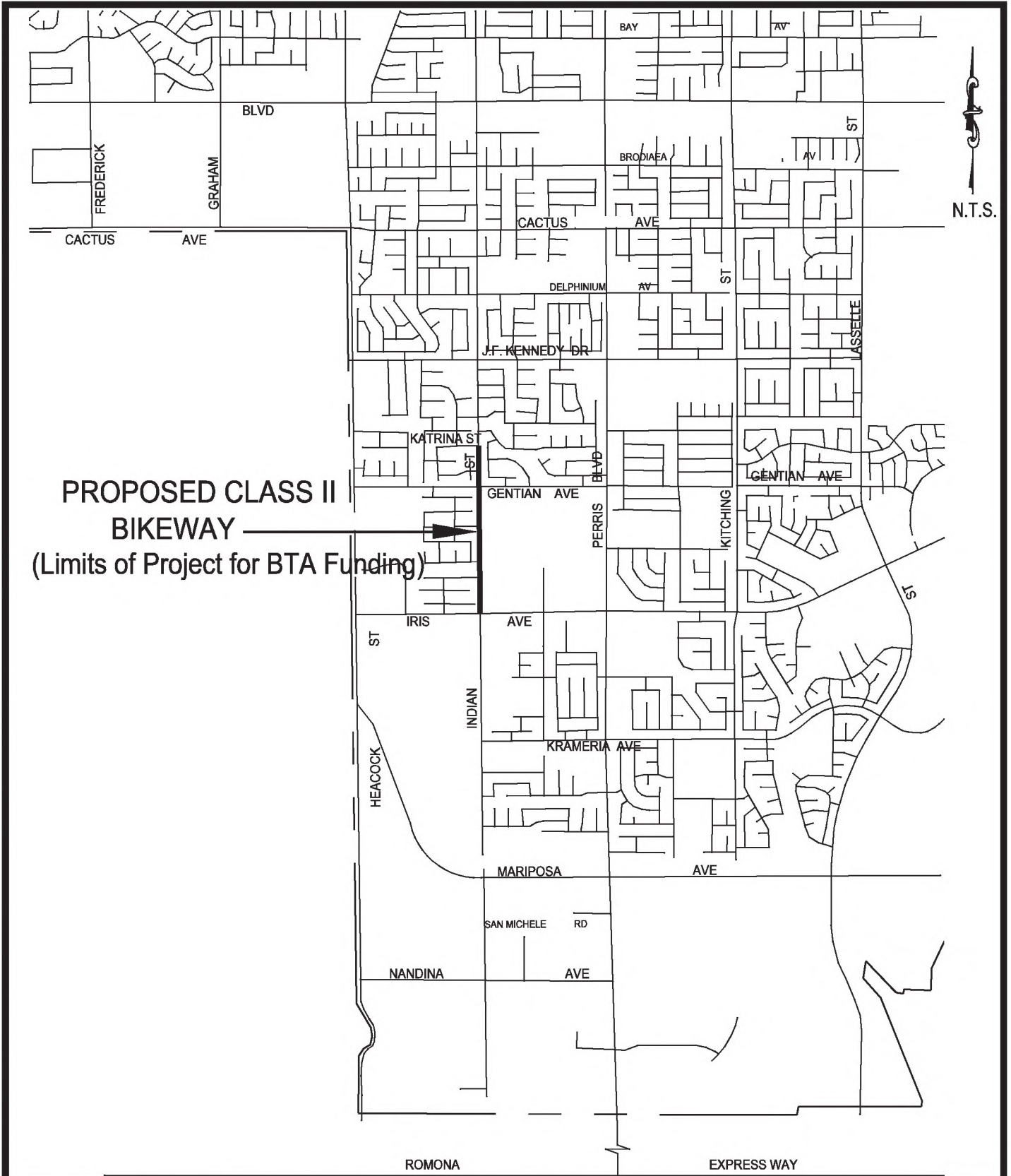
VICINITY MAP

FY 2010/2011 BTA APPLICATION
PROPOSED AQUEDUCT PARK CLASS I BIKEWAY
(FROM RED MAPLE LANE TO KRAMERIA AVENUE / KITCHING STREET)

Attachment "A"

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Date: 22 Oct 09 - 7:58 am
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User: dnapis



VICINITY MAP

FY 2010/2011 BTA APPLICATION

PROPOSED CLASS II BIKEWAY

INDIAN STREET - FROM IRIS AVENUE TO KATRINA STREET

Attachment "B"

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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

WHEREAS, the Bicycle Transportation Account (BTA) program provides for the disbursement of state transportation funds for projects that improve the safety and convenience for bicycle commuters; and

WHEREAS, the California Department of Transportation has requested applications from local agencies for the Bicycle Transportation Account program, FY 2010/2011; and

WHEREAS, the California Department of Transportation requires local agencies to provide a minimum of ten percent (10%) of the total project cost from local funds; and

WHEREAS, the City believes it is in the best interest of the citizens of Moreno Valley to construct bikeway projects that are consistent with the City's General Plan; and

WHEREAS, the City desires to submit applications for funding to the California Department of Transportation under the Bicycle Transportation Account Program.

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

The City of Moreno Valley commits to providing a minimum of ten percent (10%) of the BTA project costs from local funds.

APPROVED AND ADOPTED this 23rd day of November, 2009.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

1

Resolution No. 2009-_____
Date Adopted: November 23, 2009

ATTACHMENT "C"

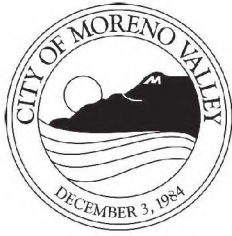
RESOLUTION JURAT

[Clerk's office will prepare]

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

2

Resolution No. 2009-_____
Date Adopted: November 23, 2009
ATTACHMENT "C"



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: November 23, 2009

TITLE: NOTICE OF COMPLETION AND ACCEPTANCE FOR THE PUBLIC SAFETY FACILITY PARKING LOT EXPANSION PROJECT NO. 07-50182427

RECOMMENDED ACTION

Staff recommends that the City Council:

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.
4. Accept the improvements into the City's maintained system.

BACKGROUND

On September 30, 2008, the City Council awarded the construction contract and authorized the issuance of a Purchase Order in the amount of \$1,278,211 (\$1,111,487.83 bid amount plus 15% contingency) to IAC Engineering, Inc. for the Public Safety Facility Parking Lot Expansion.

DISCUSSION

IAC Engineering, Inc. has completed the improvements for the Public Safety Facility Parking Lot Expansion that included removal of portions of the existing Public Safety Facility security wall, grading and preparation of the site, extension of utilities, the addition of 127 new parking spaces, installation of two carports for the emergency command bus enclosures, construction of security block wall and fencing, curb, gutter, sidewalks, cross gutters, lighting, security system, auto wash area, drainage facilities, installation of base and paving, signing and striping, electric gates, installation of trees, landscape and irrigation improvements, and other appurtenant improvements necessary to complete the parking lot and street improvements.

The original Purchase Order amount issued to IAC Engineering, Inc. was for \$1,278,211. There were six Contract Change Orders resulting in an increase in the contract amount of \$45,432.75, for a total construction cost of \$1,156,920.58. Time extensions due to weather and change order work extended the time by 45 working days, for a total of 100 working days. The Contractor completed the project on May 29, 2009. The 90 day plant establishment period ended on August 27, 2009.

ALTERNATIVES

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, 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, 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 accept the improvements into the City's maintained system. *This alternative will allow the payment to the Contractor and acceptance of the improvements into the City's maintained system.*
2. Do not 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, do not 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, do not 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 do not accept the improvements into the City's maintained system. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained system, and incurring extra cost to the City.*

FISCAL IMPACT

This project is funded using Fund 501, Capital Projects 2005 Lease Revenue Bonds, as budgeted for Fiscal Year 2008/2009.

TOTAL BUDGETED FUNDS:

Total Project Budget (Account No. 501.82427) \$1,986,000

FINAL DESIGN AND CONSTRUCTION RELATED COSTS:

Design and Staff Related Costs \$187,000

Construction \$1,424,000

Construction Related Costs:

Construction..... \$1,157,000

Surveying, Geotechnical, and Inspection \$99,000

Project Administration & Construction Management \$80,000

Misc. Permits, Installations, and Outside Agency Inspection fees..... \$88,000

Total Estimated Construction Related Costs..... \$1,424,000

Total Project Related Costs..... \$1,611,000

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

IAC Engineering, Inc. completed the construction of the Public Safety Facility Parking Lot Expansion on May 29, 2009. The City Council is requested to accept the work as completed, direct the City Clerk to record the Notice of Completion, authorize the release of retention to IAC Engineering, Inc. thirty-five (35) calendar days after the date of recordation of the Notice of Completion by the Riverside County Recorder, and accept the improvements into the City’s maintained system.

ATTACHMENTS

Attachment “A” – Location Map

Prepared By:
Christopher L. Wiberg
Senior Engineer, P.E.

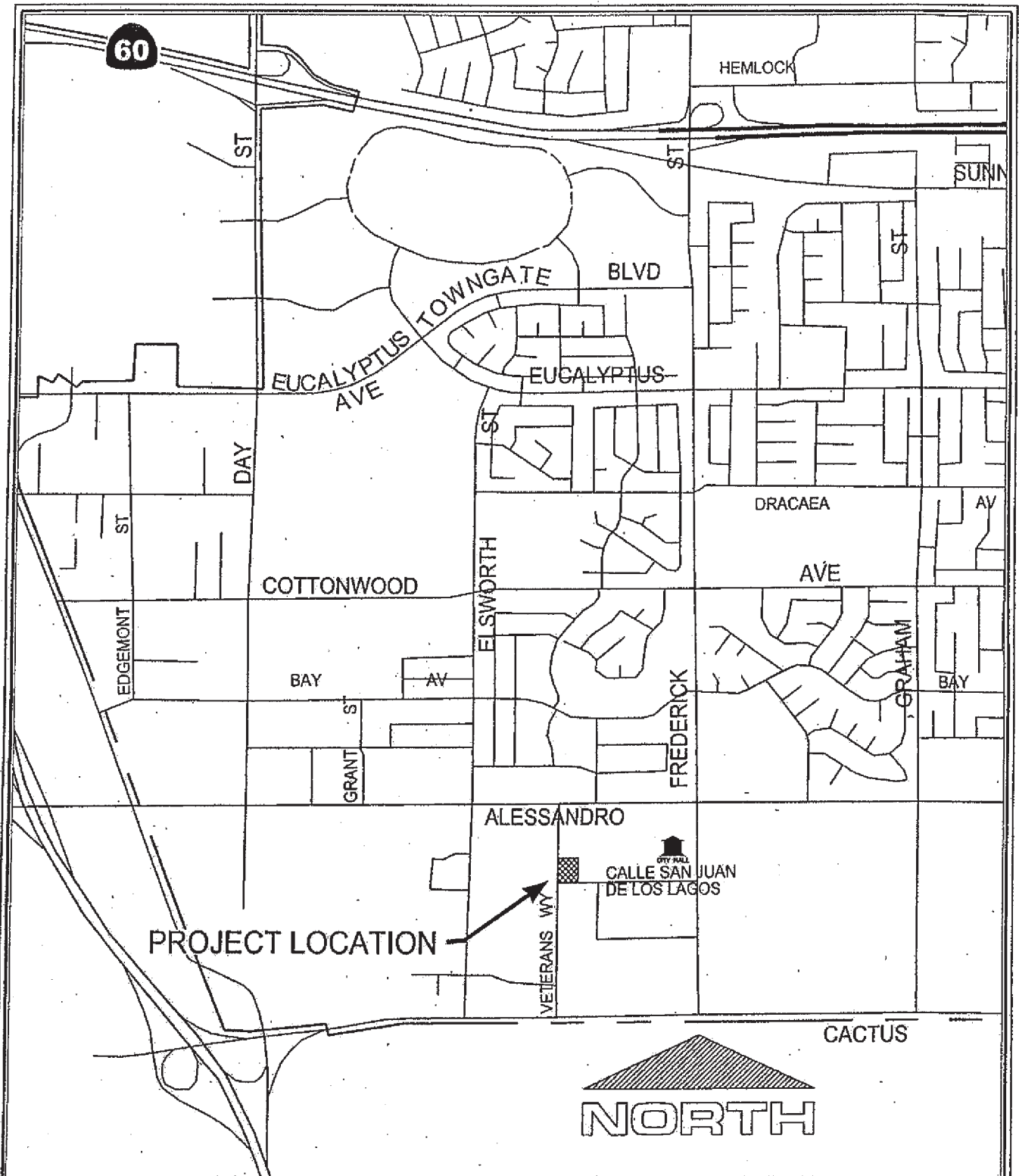
Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City
Engineer

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

Concurred By:
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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Public Works Department
Capital Projects Division

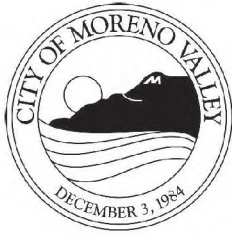
LOCATION MAP

Scale: None | ATTACHMENT A

PUBLIC SAFETY FACILITY PARKING LOT
EXPANSION, NORTHEASTERLY CORNER
OF VETERANS WAY AND CALLE SAN
JUAN DE LOS LAGOS



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

Report to City Council

TO: Mayor and City Council

FROM: Steve Curley, Fire Chief

AGENDA DATE: November 23, 2009

TITLE: Agreement for Fire Protection Services between the City of Moreno Valley and the County of Riverside

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve and authorize the Mayor to sign the attached Fire Services Cooperative Agreement (Attachment A) between the Riverside County Fire Department and the City of Moreno Valley for Fire Protection Services.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Fire Services Cooperative Agreement for Fire Protection Services between the City of Moreno Valley and Riverside County was presented on October 26, 2009 to the Public Safety Subcommittee. The Subcommittee reviewed the Agreement and recommended the Agreement be presented to the City Council for consideration.

BACKGROUND

Since 1985, the City of Moreno Valley has received fire protection services through a Cooperative Agreement with the Riverside County Fire Department. This Agreement has been renewed on four separate occasions: 1990, 1993, 1997, and 2002. The current fire protection services Agreement between the City and the County expired on June 30, 2005. This Agreement continues to renew each year through an existing evergreen clause. A new Agreement has been submitted to the City by the County which would replace the existing Agreement.

DISCUSSION

The new Agreement for fire protection services has been reviewed by the City Attorney and County Counsel's Office and has been approved by both legal counsels. The agreement will be effective from July 1, 2009 through June 30, 2012. The salient provisions of the new Cooperative Fire Protection Agreement with Riverside County are as follows:

1. The agreement expires on June 30, 2012. One (1) year prior to the end of the Agreement, the City shall give the County written notice if they intend to enter into a new Agreement. Should the City fail to give written notice, the County has the option to extend this Agreement for one (1) year.
2. Either party may terminate the Agreement by providing written notice of termination to the other party no less than one (1) year prior to the expiration date of the Agreement. In no event shall this Agreement be terminated by either party after June 30, 2011.
3. In the event that the City requires a reduction of services or CAL FIRE employees, the City shall provide one hundred twenty days (120) day written notice to the County.
4. As provided for in the Health And Safety Code Section 13009, the County may bring an action for collection of suppression costs of any fire caused by negligence, violations of law, or failure to correct noticed fire safety violations. When using City equipment and personnel under the terms of the Agreement, the County may, on request of the City, bring such an action for collection of costs incurred by the City. In the event of a recovery, the County shall apportion to the City its pro-rata proportion of recovery, less the reasonable pro-rata costs, including legal fees.

ALTERNATIVES

1. Approve and authorize the Mayor to sign the attached Fire Services Cooperative Agreement (Attachment A) between the Riverside County Fire Department and the City of Moreno Valley for Fire Protection Services. *This alternative will update the existing Fire Services Cooperative Agreement between the City and the County.*
2. Do not approve nor authorize the Mayor to sign the attached Fire Services Cooperative Agreement (Attachment A) between the Riverside County Fire Department and the City of Moreno Valley for Fire Protection Services. *This alternative would require City Council to provide direction to staff for renewing the existing Fire Protection Services Agreement with the County.*

FISCAL IMPACT

Funds for this agreement have been allocated in the FY 09/10 budget so there is no direct fiscal impact associated with this Agreement as council has already appropriated the funds. The annual cost for fire protection services is reviewed each year by council as part of the budget process.

CITY COUNCIL GOALS

1. 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.

2. Positive Environment. Create a positive environment for the development of Moreno Valley.

ATTACHMENTS/EXHIBITS

Attachment A: Cooperative Agreement to Provide Fire Protection, Fire Prevention, Rescue, and Medical Emergency Services for to the City of Moreno Valley

Prepared By:
Cynthia Owens
Management Assistant

Department Head Approval:
Steve Curley
Fire Chief

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

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**A COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF MORENO VALLEY**

THIS AGREEMENT, made and entered into this ____ day of _____, 2009, by and between the County of Riverside, a political subdivision of the State of California, on behalf of the Fire Department, (hereinafter referred to as "COUNTY") and the City of Moreno Valley, a duly created city, (hereinafter referred to as "CITY"), whereby it is agreed as follows:

SECTION I: PURPOSE

The purpose of this Agreement is to arrange for COUNTY, through its Cooperative Fire Programs Fire Protection Reimbursement Agreement ("CAL FIRE Agreement") with the California Department of Forestry and Fire Protection ("CAL FIRE") to provide CITY with fire protection, disaster preparedness and response, fire prevention, rescue, hazardous materials mitigation, technical rescue response, medical emergency services, and public service assists (hereinafter called "Fire Services"). This Agreement is entered into pursuant to the authority granted by Government Code Sections 55603, 55603.5, 55606, 55632 and 55642, and will provide a unified, cooperative, integrated, and effective fire services system. COUNTY's ability to perform under this Agreement is subject to the terms and conditions of the CAL FIRE Agreement.

SECTION II: DESIGNATION OF FIRE CHIEF

A. The County Fire Chief appointed by the Board of Supervisors, or his designee, (hereinafter referred to as "Chief") shall represent COUNTY and CITY during the period of this Agreement and Chief shall, under the supervision and direction of the County Board of Supervisors, have charge of the organization described in Exhibit "A", attached hereto and made a part hereof, for the purpose of providing Fire Services as deemed necessary to satisfy the needs of both the COUNTY and CITY, except upon those lands wherein other agencies of government have responsibility for the same or similar Fire Services.

B. CITY may budget for the position of a Deputy Chief or a Division Fire Chief or COUNTY may assign an existing Chief Officer as the Contract City representative ("City Representative"). The Chief may delegate certain authority to the City Representative, as the Chief's duly authorized designee and the City Representative shall be responsible for directing the Fire Services provided to CITY as set forth in Exhibit "A".

C. COUNTY will be allowed flexibility in the assignment of available personnel and equipment in order to provide the Fire Services as agreed upon herein.

D. CITY provides Fire Protection and Planning Services through the City Fire Marshal. The City Fire Marshal is under the supervision of and reports to the City Fire Chief.

SECTION III: PAYMENT FOR SERVICES

A. CITY shall annually appropriate a fiscal year budget to support the Fire Services designated at a level of service mutually agreed upon by both parties and as set forth in Exhibit "A." This Exhibit may be amended in writing by mutual agreement by both parties in the event of an increase of salary or expenses or when CITY requests an increase in services.

1. Any changes to the salaries or expenses set forth in Exhibit "A" made necessary by action of the Legislature, CAL FIRE, or any other public agency with authority to direct changes in the level of salaries or expenses, shall be paid from the funds represented as set forth in Exhibit "A." There shall be no obligation on the part of CITY to expend or appropriate any sum in excess of Exhibit "A" which exceeds the yearly appropriation of CITY for the purposes of this Agreement. If within thirty (30) days after notice, in writing, from COUNTY to CITY that the actual cost of maintaining the services specified in Exhibit "A" as a result of action by the Legislature, CAL FIRE or other public agency will exceed the total amount specified therein, and CITY after mutual discussions of staffing options, chooses not to appropriate or make available the necessary additional funds, COUNTY shall have the right to unilaterally reduce the services furnished under this Agreement by an appropriate amount and shall promptly notify CITY, in writing, specifying the services to be reduced. Personnel reductions resulting solely due to an increase in employee salaries or expenses occurring after signing this Agreement and set forth in Exhibit "A" to this Agreement shall not be subject to relocation expense reimbursement by CITY. If CITY desires to add funds to the total included herein to cover the cost of increased salaries or services necessitated by actions described herein, such increase shall be accomplished by an amendment to Exhibit "A" and approved by the parties hereto.

2. In the event CITY requests an increase in services and paragraph A.1. of this Section is not applicable, an amendment to Exhibit "A" may be approved by the parties hereto.

B. COUNTY provides fire personnel, equipment and services through its CAL FIRE Agreement. In the event CITY desires a reduction in CAL FIRE or COUNTY civil service employees or services assigned to CITY as provided for in Exhibit "A," when paragraph A.1. of this Section is not applicable, CITY shall provide one hundred twenty (120) days written notice of the requested reduction. Proper notification shall include the following: (1) The total amount of reduction; (2) The effective date of the reduction;

and (3) The number of employees, by classification, affected by the proposed reduction. If such notice is not provided, CITY shall reimburse COUNTY for relocation costs incurred by COUNTY because of the reduction, in addition to any other remedies available resulting from the reduction in services.

C. CITY shall pay COUNTY actual costs for Fire Services pursuant to this Agreement in an amount not to exceed that set forth in Exhibit "A," as amended. COUNTY shall make a claim to CITY for the actual cost of contracted services, pursuant to Exhibit "A," on a quarterly basis. CITY shall pay each claim within thirty (30) days after receipt thereof.

D. Chief may be authorized to negotiate and execute any amendments to Exhibit "A" of this Agreement on behalf of COUNTY as authorized by the Board of Supervisors. CITY shall designate a "Contract Administrator" who shall, under the supervision and direction of CITY, be authorized to execute amendments to Exhibit "A" on behalf of CITY.

E. _____ [] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "B" are incorporated herein and shall additionally apply to this agreement regarding payment of services.

F. _____ [X] (Check only if applicable, and please initial to acknowledge) Additional terms as set forth in the attached Exhibit "C" are incorporated herein and shall additionally apply to this agreement regarding payment for the Fire Engine Use Agreement. In the event that a fire engine which was initially purchased by the CITY and then the CITY elects to have the COUNTY take responsibility of said fire engine(s), the following will apply. The COUNTY will be responsible for maintaining and repairing said fire engine(s). The insurance responsibility will be dependant upon the CITY'S option to maintain or transfer title of said fire engine(s).

G. Notwithstanding Paragraph F herein if applicable, additional terms as set forth are incorporated herein and shall additionally apply to this agreement regarding payment of services. In the event that fire engine, owned and maintained by the CITY has a catastrophic failure, the COUNTY Fire Chief may allow use of a COUNTY fire engine, free of charge up to one hundred twenty (120) days. After the initial one hundred twenty (120) days, a rental fee will be applied to the CITY invoice for use of said COUNTY fire engine. The rental fee shall be Nine Hundred Forty Four Dollars (\$944.00) per day, or Six Thousand Six Hundred Eight Dollars (\$6,608.00) per week.

SECTION IV: INITIAL TERM AND RENEWAL

A. The term of this Agreement shall be from July 1, 2009, to June 30, 2012. Either party to this Agreement may terminate this Agreement by providing a written notice of termination to the other party hereto no less than one (1) year prior to the expiration of the term hereof. If such notice is given unilaterally by COUNTY except any

notice issued because of actions of CAL FIRE or CITY, COUNTY agrees to continue to provide Fire Services to CITY until such time as CITY has a reasonable opportunity to implement alternative Fire Services. In no event shall this Agreement be terminated by either party after June 30, 2011.

B. One (1) year prior to the date of expiration of this Agreement, CITY shall give COUNTY written notice of whether CITY intends to enter into a new agreement with COUNTY for Fire Services and, if so, whether CITY intends to change the level of Fire Services from that provided by this Agreement.

C. If CITY fails to provide such notice, as defined in paragraph B above, COUNTY shall have the option to extend this Agreement for a period of up to one (1) year from the original termination date and to continue providing services at the same or reduced level as COUNTY determines would be appropriate during the extended period of this Agreement. Six (6) months prior to the date of expiration of this Agreement, COUNTY shall give written notice to CITY of any extension of this Agreement and any changes in the level of Fire Services COUNTY will provide during the extended period of this Agreement. Services provided and obligations incurred by COUNTY during an extended period shall be accepted by CITY as services and obligations under the terms of this Agreement.

D. The cost of services provided by COUNTY during the extended period shall be based upon the amounts that would have been charged to CITY during the fiscal year in which the extended period falls, had a new agreement been entered into. Payment by CITY for services rendered by COUNTY during the extended period shall be provided as set forth in Exhibit "A," as amended.

SECTION V: TERMINATION

Neither COUNTY nor CITY shall have the power to abrogate or otherwise terminate this Agreement during the term set forth in Section IV. This Agreement may, however, be terminated by the voters of either the COUNTY or the CITY pursuant to Government Code §55603.5.

SECTION VI: COOPERATIVE OPERATIONS

All Fire Services contemplated under this Agreement shall be performed by both parties to this Agreement working as one unit; therefore, personnel and equipment belonging to either CITY or COUNTY may be temporarily dispatched elsewhere from time to time for mutual aid.

SECTION VII: MUTUAL AID

When rendering mutual aid or assistance as authorized in Health and Safety Code Sections 13050 and 13054, COUNTY shall, at the written request of CITY,

demand payment of charges and seek reimbursement of CITY costs for personnel as funded herein, under authority given by Health and Safety Code Sections 13051 and 13054. COUNTY, in seeking said reimbursement, will represent the CITY in following the procedures set forth in Health and Safety Code Section 13052. Any recovery of CITY costs, less extraordinary collection expenses, will be credited to the CITY.

SECTION VIII: SUPPRESSION COST RECOVERY

As provided in Health and Safety Code Section 13009, COUNTY may bring an action for collection of suppression costs of any fire caused by negligence, violation of law, or failure to correct noticed fire safety violations. When using CITY equipment and personnel under the terms of this Agreement, COUNTY may, on request of CITY, bring such an action for collection of costs incurred by CITY. In such a case CITY appoints and designates COUNTY as its agent in said collection proceedings. In the event of recovery, COUNTY shall apportion to CITY its pro-rata proportion of recovery, less the reasonable pro-rata costs including legal fees.

In all such instances, COUNTY shall give timely notice of the possible application of Health and Safety Code Section 13009 to the officer designated by CITY.

SECTION IX: PROPERTY ACCOUNTING

All personal property provided by CITY and by COUNTY for the purpose of providing Fire Services under the terms of this Agreement shall be marked and accounted for in such a manner as to conform to the standard operating procedure established by the County Fire Department for the segregation, care, and use of the respective property of each.

SECTION X: FACILITY

City shall provide Fire Stations, strategically located to provide standard response time within Moreno Valley from which fire operations shall be conducted. City shall maintain the facilities at its cost and expense. In the event City requests County to undertake repairs or maintenance costs or services, the costs and expenses of such repairs or maintenance shall be reimbursed to County either through the Support Services Cost Allocation, or as a direct Invoice to the City.

SECTION XI: INDEMNIFICATION AND HOLD HARMLESS

City shall indemnify and hold County, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of City, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on County by the provisions

of California Government Code Section 895.2 or other applicable law, and City shall defend at its expense, including attorney fees, County, its officers, agents, and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

County shall indemnify and hold City, its officers, agents, employees and independent contractors free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of County, its officers, agents, employees, volunteers, subcontractors, or independent contractors, for property damage, bodily injury or death, or any other element of damage of any kind or nature arising out of the performance of this Agreement to the extent that such liability is imposed on City by the provisions of California Government Code Section 895.2 or other applicable law, and County shall defend at its expense, including attorney fees, City, its officers, agents, and employees and independent contractors in any legal action or claim of any kind based upon such alleged acts or omissions.

SECTION XII: AUDIT

COUNTY and CITY agree that their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. COUNTY and CITY agree to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated, and to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

SECTION XIII: DISPUTES

CITY shall select and appoint a "Contract Administrator" who shall, under the supervision and direction of CITY, be available for contract resolution or policy intervention with COUNTY, when, upon determination by the Chief that a situation exists under this Agreement in which a decision to serve the interest of CITY has the potential to conflict with COUNTY interest or policy. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time (ten days), shall be brought to the attention of the Contract Administrator.

Disputes that are unable to be resolved by CITY and COUNTY representatives will attempt to be resolved through arbitration. If arbitration is unsuccessful, venue for litigation will be the County of Riverside.

SECTION XIV: ATTORNEY'S FEES

If CITY fails to remit payments for services rendered pursuant to any provision of this Agreement, COUNTY may seek recovery of fees through arbitration and/or litigation, in addition to all other remedies available.

In the event of arbitration or litigation between COUNTY and CITY to enforce any of the provisions of this Agreement or any right of either party hereto, the unsuccessful party to such litigation agrees to pay the prevailing party's costs and expenses, including reasonable attorneys' fees, all of which shall be included in and as a part of the judgment rendered in such arbitration and litigation.

SECTION XV: DELIVERY OF NOTICES

Any notices to be served pursuant to this Agreement shall be considered delivered when deposited in the United States mail and addressed to:

COUNTY
County Fire Chief
210 W. San Jacinto Ave.
Perris, CA 92570

CITY OF MORENO VALLEY
Mayor
City of Moreno Valley
Post Office Box 88005
Moreno Valley, CA 92552-0805

Provisions of this section do not preclude any notices being delivered in person to the addresses shown above. Delivery in person shall constitute service hereunder, effective when such service is made.

SECTION XVI: ENTIRE CONTRACT

This Agreement contains the whole contract between the parties for the provision of Fire Services. It may be amended or modified upon the mutual written consent of the parties hereto. This Agreement does NOT supplement other specific agreements entered into by both parties for equipment or facilities, and excepting those equipment or facilities agreements, this Agreement cancels and supersedes any previous agreement for the same or similar services.

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[Signature provisions on following page]

IN WITNESS WHEREOF, the duly authorized officials of the parties hereto have, in their respective capacities, set their hands as of the date first hereinabove written.

Dated: _____

CITY OF MORENO VALLEY

By: RICHARD STEWART, Mayor

ATTEST:

APPROVED AS TO FORM:

By: _____

Title: _____

(SEAL)

Dated: _____

COUNTY OF RIVERSIDE

By: _____
Chairman, Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

KECIA HARPER-IHEM
Clerk of the Board

PAMELA J. WALLS,
County Counsel

By: _____
SYNTHIA M. GUNZEL
Deputy County Counsel

By: _____
Deputy

(SEAL)

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
 AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF MORENO VALLEY
 DATED September 14, 2009 FOR FY 09/10
 (Per City Ltr Sept.09 Reduce .5 BC Position)

	CAPTAIN'S		CAPTAIN'S MEDICS		ENGINEER'S		ENGINEER MEDICS		FF II'S		FF II MEDICS		TOTALS
STA. #2	317,512	2			135,909	1	153,348	1			264,497	2	871,266 6
STA. #6	317,512	2			271,818	2					264,497	2	853,827 6
(Truck)	476,268	3			407,727	3			695,884	6			1,579,879 12
STA. #48	317,512	2			271,818	2					264,497	2	853,827 6
STA. #58	317,512	2			271,818	2					264,497	2	853,827 6
(Truck)	317,512	2			135,909	1	153,348	1	231,961	2	264,497	2	1,103,227 8
STA. #65	317,512	2			271,818	2					264,497	2	853,827 6
STA. #91	317,512	2			271,818	2					264,497	2	853,827 6
(Truck)	*0	2			271,818	2			463,923	4			735,741 8
Fixed Relief	317,512	2			271,818	2					264,497	2	853,827 6
Vac. Relief - Engine	158,756	1			135,909	1					132,248	1	426,913 3
Vac. Relief - Truck	*0	1			135,909	1					132,248	1	268,157 3
SUBTOTALS	3,175,121				2,854,087		306,696		1,391,769		2,380,470		10,108,144
SUBTOTAL STAFF	23				21		2		12		18		76
DIVISION CHIEF							235,810	each					235,810 1.0
BATTALION CHIEF							219,533	each					439,067 2.0
CAPTAIN MEDIC							176,269	each					176,269 1.0
SUBTOTAL													\$851,146 80.0
SUPPORT SERVICES													
Administrative/Operational							16,923	per assigned Staff **					1,303,071 77.0
Volunteer Program							10,250	per Volunteer Co.					10,250 1.0
Medic Program							7,799	per assigned Medics					163,779 21.0
Fleet Support							29,871	per Fire Suppression Equip					298,710 10.0
ECC Support								Calls/Station Basis					378,896
Comm/IT Support								Calls/Station Basis					531,302
SUPPORT SERVICES SUBTOTAL													2,686,007
ESTIMATED DIRECT CHARGES													277,949
FIRE ENGINE USE AGREEMENT							16,050	each engine					48,150 3
TOTAL STAFF COUNT													80.0
TOTAL ESTIMATED CITY BUDGET													\$13,971,396

*Three Captains at FS #91 split funded by Riverside County and City of Perris.

SUPPORT SERVICES

Administrative & Operational Services		**	77.0	Assigned Staff
Finance	Public Affairs			
Training	Procurement		77.00	Total Assigned Staff
Data Processing	Emergency Services			
Accounting	Fire Fighting Equip.		6	Fire Stations
Personnel	Office Supplies/Equip.		12,259	Number of Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

FY 09/10 POSITION SALARIES TOP STEP

239,412	DEPUTY CHIEF		
235,810	DIV CHIEF	16,050	FIRE ENGINE
219,533	BAT CHIEF	16,923	SRVDEL
158,756	CAPT	10,250	VOL DEL
176,269	CAPT MEDIC	7,799	MEDIC DEL
135,909	ENG	53,763	BATT DEL
153,348	ENG/MEDIC	11,498	ECC STATION
115,981	FF II	25.28	ECC CALLS
132,248	FF II/MEDIC	29,871	FLEET SUPPORT
126,058	DEPUTY FIRE MARSHALL SCH C	16,120	COMM/IT STATION
119,206	FIRE SAFETY SUPERVISOR	35.45	COMM/IT CALLS
108,709	FIRE SAFETY SPECIALIST	1,230	FACILITY STATION
86,122	FIRE SYSTEMS INSPECTOR	407.46	FACILITY FTE
51,181	OFFICE ASSISTANT III		

FY 09/10 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone
520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
	Cleaning and
520815	Custodial Supp
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
	Maint-Office
521540	Equipment
521600	Maint-Service Contracts
521660	Maint-Telephone
521680	Maint-Underground Tanks
522310	Maint-Building and Improvement
522360	Maint-Extermination
522860	Medical-Dental Supplies
522870	Other Medical Care Materials
522890	Pharmaceuticals
523220	Licenses And Permits
523680	Office Equip Non Fixed Assets
526700	Rent-Lease Bldgs
526940	Locks/Keys
527280	Awards/Recognition
529500	Electricity
529510	Heating Fuel
529550	Water
537240	Internd Exp-Utilities
542060	Improvements-Building

EXHIBIT "A"

TO THE COOPERATIVE AGREEMENT
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
 AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF MORENO VALLEY
 DATED July 21, 2009 FOR FY 09/10
 (Per City Ltr 070109 Reduce Staff by 4 Positions)

	CAPTAIN'S		CAPTAIN'S MEDICS		ENGINEER'S		ENGINEER MEDICS		FF II'S		FF II MEDICS		TOTALS
STA. #2	317,512	2			135,909	1	153,348	1			264,497	2	871,266 6
STA. #6	317,512	2			271,818	2					264,497	2	853,827 6
(Truck)	476,268	3			407,727	3			695,884	6			1,579,879 12
STA. #48	317,512	2			271,818	2					264,497	2	853,827 6
STA. #58	317,512	2			271,818	2					264,497	2	853,827 6
(Truck)	317,512	2			135,909	1	153,348	1	231,961	2	264,497	2	1,103,227 8
STA. #65	317,512	2			271,818	2					264,497	2	853,827 6
STA. #91	317,512	2			271,818	2					264,497	2	853,827 6
(Truck)	*0	2			271,818	2			463,923	4			735,741 8
Fixed Relief	317,512	2			271,818	2					264,497	2	853,827 6
Vac. Relief - Engine	158,756	1			135,909	1					132,248	1	426,913 3
Vac. Relief - Truck	*0	1			135,909	1					132,248	1	268,157 3
SUBTOTALS	3,175,121				2,854,087		306,696		1,391,769		2,380,470		10,108,144
SUBTOTAL STAFF	23				21		2		12		18		76
DIVISION CHIEF							235,810	each					235,810 1.0
BATTALION CHIEF							219,533	each					548,834 2.5
CAPTAIN MEDIC							176,269	each					176,269 1.0
SUBTOTAL													\$960,912 80.5
SUPPORT SERVICES													
Administrative/Operational							16,923	per assigned Staff **					1,311,533 77.5
Volunteer Program							10,250	per Volunteer Co.					10,250 1.0
Medic Program							7,799	per assigned Medics					163,779 21.0
Fleet Support							29,871	per Fire Suppression Equip					298,710 10.0
ECC Support								Calls/Station Basis					378,896
Comm/IT Support								Calls/Station Basis					531,302
SUPPORT SERVICES SUBTOTAL													2,694,469
ESTIMATED DIRECT CHARGES													277,949
FIRE ENGINE USE AGREEMENT							16,050	each engine					48,150 3
TOTAL STAFF COUNT													80.5
TOTAL ESTIMATED CITY BUDGET													\$14,089,624

*Three Captains at FS #91 split funded by Riverside County and City of Perris.

SUPPORT SERVICES

Administrative & Operational Services		**	77.5	Assigned Staff
Finance	Public Affairs			
Training	Procurement		77.50	Total Assigned Staff
Data Processing	Emergency Services			
Accounting	Fire Fighting Equip.		6	Fire Stations
Personnel	Office Supplies/Equip.		12,259	Number of Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

FY 09/10 POSITION SALARIES TOP STEP

239,412	DEPUTY CHIEF		
235,810	DIV CHIEF	16,050	FIRE ENGINE
219,533	BAT CHIEF	16,923	SRVDEL
158,756	CAPT	10,250	VOL DEL
176,269	CAPT MEDIC	7,799	MEDIC DEL
135,909	ENG	53,763	BATT DEL
153,348	ENG/MEDIC	11,498	ECC STATION
115,981	FF II	25.28	ECC CALLS
132,248	FF II/MEDIC	29,871	FLEET SUPPORT
126,058	DEPUTY FIRE MARSHALL SCH C	16,120	COMM/IT STATION
119,206	FIRE SAFETY SUPERVISOR	35.45	COMM/IT CALLS
108,709	FIRE SAFETY SPECIALIST	1,230	FACILITY STATION
86,122	FIRE SYSTEMS INSPECTOR	407.46	FACILITY FTE
51,181	OFFICE ASSISTANT III		

FY 09/10 DIRECT BILL ACCOUNT CODES

520230	Cellular Phone
520300	Pager Service
520320	Telephone Service
520800	Household Expense
520805	Appliances
	Cleaning and
520815	Custodial Supp
520830	Laundry Services
520840	Household Furnishings
520845	Trash
521380	Maint-Copier Machines
521440	Maint-Kitchen Equipment
	Maint-Office
521540	Equipment
521600	Maint-Service Contracts
521660	Maint-Telephone
521680	Maint-Underground Tanks
522310	Maint-Building and Improvement
522360	Maint-Extermination
522860	Medical-Dental Supplies
522870	Other Medical Care Materials
522890	Pharmaceuticals
523220	Licenses And Permits
523680	Office Equip Non Fixed Assets
526700	Rent-Lease Bldgs
526940	Locks/Keys
527280	Awards/Recognition
529500	Electricity
529510	Heating Fuel
529550	Water
537240	Internd Exp-Utilities
542060	Improvements-Building

EXHIBIT "A"
 TO THE COOPERATIVE AGREEMENT
 TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
 AND MEDICAL EMERGENCY SERVICES FOR THE CITY OF MORENO VALLEY
 DATED April 15, 2009 FOR FY 09/10

	CAPTAIN'S CAPTAIN'S ----- MEDICS		ENGINEER'S ----- ENGINEER'S		ENGINEER ENGINEER ----- MEDICS		FF II'S ----- FF II'S		FF II FF II ----- MEDICS		TOTALS ----- TOTALS
STA. #2	317,512	2	135,909	1	153,348	1			264,497	2	871,266
STA. #6	317,512	2	271,818	2					264,497	2	853,827
(Truck)	476,268	3	407,727	3			695,884	6			1,579,879
STA. #48	317,512	2	271,818	2					264,497	2	853,827
STA. #58	317,512	2	271,818	2					264,497	2	853,827
(Truck)	476,268	3	271,818	2	153,348	1	347,942	3	396,745	3	1,646,121
STA. #65	317,512	2	271,818	2					264,497	2	853,827
STA. #91	317,512	2	271,818	2					264,497	2	853,827
(Truck)	*0	2	271,818	2			463,923	4			735,741
Fixed Relief	317,512	2	271,818	2					264,497	2	853,827
Vac. Relief - Engine	158,756	1	135,909	1					132,248	1	426,913
Vac. Relief - Truck	*0	1	135,909	1			115,981	1			251,890
SUBTOTALS	3,333,877		2,989,996		306,696		1,623,730		2,380,470		10,634,770
SUBTOTAL STAFF	24		22		2		14		18		
DIVISION CHIEF					235,810	each					235,810
BATTALION CHIEF					219,533	each					548,834
CAPTAIN MEDIC					176,269	each					176,269
SUBTOTAL											<u>\$960,912</u>
SUPPORT SERVICES											
Administrative/Operational					16,923	per assigned Staff **					1,379,225
Volunteer Program					10,250	per Volunteer Co.					10,250
Medic Program					7,799	per assigned Medics					163,779
Fleet Support					29,871	per Fire Suppression Equip					298,710
ECC Support						Calls/Station Basis					378,896
Comm/IT Support						Calls/Station Basis					531,302
SUPPORT SERVICES SUBTOTAL											<u>2,762,161</u>
ESTIMATED DIRECT CHARGES											277,949
FIRE ENGINE USE AGREEMENT					16,050	each engine					48,150
TOTAL STAFF COUNT											
TOTAL ESTIMATED CITY BUDGET											<u>\$14,683,942</u>

*Three Captains at FS #91 split funded by Riverside County and City of Perris.

SUPPORT SERVICES

Administrative & Operational Services

Finance	Public Affairs
Training	Procurement
Data Processing	Emergency Services
Accounting	Fire Fighting Equip.
Personnel	Office Supplies/Equip.

**	81.5	Assigned Staff
	<hr/>	
	81.50	Total Assigned Staff
	6	Fire Stations
	12,259	Number of Calls

Volunteer Program - Support staff, Workers Comp, and Personal Liability Insurance

Medic Program - Support staff, Training, Certification, Case Review & Reporting

Fleet Support - Support staff, automotive costs, vehicle/engine maintenance, fuel costs

Emergency Command Center Support - Dispatch services costs

Communications / IT Support - Support staff, communications, radio maintenance, computer support functions

6
6
12
6
6
12
6
6
8

6
3
3

80

1.0
2.5
1.0
84.5

81.5
1.0
21.0
10.0

3

84.5

EXHIBIT "C"

**TO THE COOPERATIVE AGREEMENT
TO PROVIDE FIRE PROTECTION, FIRE PREVENTION, RESCUE
AND MEDICAL AID FOR THE CITY OF MORENO VALLEY
DATED _____, 2009**

**PAYMENT FOR SERVICES
ADDITIONAL SERVICES
FIRE ENGINE USE AGREEMENT**

Station 2

Engine 02, RCO No. 94-818 \$ 16,050.00

Station 58

Engine 58, RCO No. 06-800 \$ 16,050.00

Station 65

Engine 65, RCO No. 94-826 \$ 16,050.00

\$ 64,200.00

The Fire Engine Use Agreement is utilized in the event that a fire engine(s) which was initially purchased by the CITY, and then the CITY elects to have the COUNTY take responsibility of said fire engine(s). The Fire Engine Use Agreement guarantees the CITY the use of this fire engine(s), the COUNTY network of equipment, and resources of the COUNTY.

This fire engine(s) shall be used as an integrated unit for Fire Services as set forth in this Cooperative Agreement between the COUNTY and CITY, and shall be stationed primarily in the CITY. The change in ownership of the fire engine does not waive or supersede any responsibilities of the CITY pursuant to this agreement. This exhibit is strictly to further detail for the CITY, the responsibilities and costs associated within the Cooperative Agreement between the COUNTY and CITY; therefore, the Fire Engine Use Agreement is inseparable.

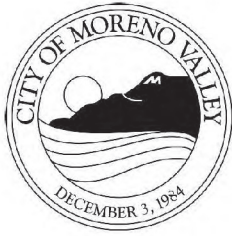
The CITY will have the option of transferring title of said fire engine(s) to the COUNTY. If the CITY transfers title of said fire engine(s) to the County, the County will take ownership of the said fire engine(s), and the County will maintain insurance on said fire engine(s). If the CITY opts to maintain ownership and title of said fire

engine(s), the CITY will maintain insurance on said fire engine(s). Proof of Insurance is to be provided to the COUNTY.

The COUNTY will ensure a working fire engine(s) is available for the CITY at all times under this agreement. All capital improvements and/or betterments to the fire engine(s) listed above, will be the responsibility and paid for by the COUNTY under this Agreement.

When the Riverside County Fire Department Fleet personnel determine the fire engine(s) listed above is due for replacement, the COUNTY will purchase a new fire engine(s); and, survey the old fire engine(s).

The annual cost for this service is calculated at 1/20 of the replacement cost. The current replacement cost is \$321,000.00. If this Agreement is entered into mid-year, the annual cost will be prorated accordingly.



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

Report to City Council

TO: Mayor and City Council

FROM: Barry Foster, Economic Development Director

AGENDA DATE: November 23, 2009

TITLE: PARTICIPATION AGREEMENT WITH MVP EV, INC.

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council adopt Resolution No. 2009-113, a resolution of the City of Moreno Valley approving and authorizing a Participation Agreement with MVP EV, Inc.

BACKGROUND

Job creation is important for the community. Having a balanced jobs/housing ratio is important in creating a well-rounded community and a solid economic foundation.

In July 2008, MVP Acquisition Corporation, an affiliate group of the three top executives at Thor California, Inc purchased the assets of Thor California - (the Moreno Valley based subsidiary of Thor Industries, Inc. At the time of the acquisition by MVP RV, the economy had already started to soften nationally and the RV business was starting to decline. Employment at the MVP RV facility on Elsworth Street in Moreno Valley was down to 250 workers from a high of 450 in the fall of 2006. Unfortunately, during the past sixteen months the economy worsened and turned into a major recessionary period. Presently, MVP RV is employing less than 50 people at the Moreno Valley facility and has been struggling for ways to stay in business, including exploring ways to diversify their business model by expanding out to other types of manufacturing or production operations.

In late spring of 2009, the partners of MVP pursued an opportunity presented to venture with a Korean based company called CT&T to start-up a Regional Assembly & Sales (RAS) facility in Moreno Valley to produce and sell CT&T's zero emission electric vehicles in the United States. In September 2009, MVP RV entered into a licensing agreement with CT&T to act as their exclusive RAS operator in the Western U.S. (the

market area includes everything west of the Mississippi River). MVP EV in partnership with CT&T will work on refining their business plan for the manufacturing, marketing and distribution of CT&T vehicles in the Western U.S. With Moreno Valley acting as the headquarters, eventually four other RAS facilities will be established in Washington, Oregon, Texas and Northern California.

CT&T, headquartered in Dangjin Korea, is the inventor of C-Zone and E-Zone electric vehicles, and CT&T has proprietary protection for its Korean battery technology. Since being formed in 2002 by several former top executive of Hyundai, CT&T has enjoyed significant market growth and continues to make great strides in technology advances to improve its many models of electric vehicles including golf carts to small electric cars that are street legal with speeds up to 35 miles an hour. CT&T is constantly performing extensive R&D work towards the development of new prototypes capable of going farther and faster.

DISCUSSION

MVP EV, Inc is a California corporation that was formed by the three partners of MVP Acquisition Corporation, which also owns MVP RV, Inc. The MVP campus is located on Elsworth Street in Moreno Valley. The facility to be used to for MVP EV is a 50,000 S.F. building situated on a 7.5 acre parcel that fronts onto Goldencrest Drive, but is still located on the MVP campus. The partners of MVP RV still envision continuing to operate the RV manufacturing facility in its 169,000 S.F. main building.

The 49,000 S.F. facility to be used for the new MVP EV operations must be renovated and retrofitted for the operation of new CT&T RAS. Start-up costs for the new RAS including facility upgrades, new equipment, infrastructure improvements and marketing/PR investment is estimated at \$1,000,000. Presently negotiations are ongoing with several private equity groups interested in investing or joint venturing with MVP EV in implementing its RAS business plan. The ownership group of MVP and a Long Beach consulting group are also pursuing government support to begin operations for the new CT&T RAS. Governor Schwarzenegger's office originally learned of CT&T's interest in California and helped facilitate MVP's pursuit of CT&T. However, given the State's fiscal challenges, the prospects of receiving any financial from the state are remote. Grant and loan opportunities through the federal government are still being pursued. With the interest of the Obama administration advancing green technology there might be some future funding possibilities at the federal level. Riverside County and MVP have entered into a Letter of Intent where the County's Economic Development Agency will provide MVP EV up to \$100,000 in assistance, likely through the County's Workforce Development Agency.

Moreno Valley's staff has worked closely with MVP officials to make the CT&T partnership and the development of the RAS in Moreno Valley happen. The opening of the new MVP EV operation in these difficult economic times will be a real plus for the local economy. Job creation from the new MVP EV operation in Moreno Valley is estimated at 100 for start-up, but will grow to approximately 200 workers by early 2011,

and then eventually expand to approximately 300 employees when the facility reaches full capacity and produces 10,000 vehicles annually. When fully developed with its five RAS facilities and suppliers, MVP EV predicts it will have produced employment opportunities for over 2,500 people in the Western part of the U.S. Another significant benefit for Moreno Valley is that the new MVP EV facility on Goldencrest Drive will be established as a point of sale for sales tax purposes for the sale of new CT&T vehicles. Finally, helping a new 'green technology' company start-up further enhances the many positive attributes presented with the MVP EV/CT&T business opportunity.

To assist in the opening of the new RAS in Moreno Valley, a Participation Agreement has been developed to establish a contractual relationship between the City of Moreno Valley and MVP EV Inc. The Participation Agreement, which was drafted by the City's Special Legal Counsel provides for the following major business points:

- MVP EV shall open a new Regional Assembly & Sales (RAS) facility in Moreno Valley for the production and distribution of CT&T electric vehicles.
- MVP EV shall have entered into a binding agreement with CT&T to manufacture and sell CT&T vehicles.
- MVP EV shall establish the new Moreno Valley RAS location as a point of sale consistent with a State Board of Equalization conditions.
- MVP EV is agreeing to a 3-year Operating Covenant for the continuous operation of the new RAS facility in Moreno Valley.
- MVP EV shall agree to create employment opportunities for low to moderate income person consistent with CDBG requirements, including 10 new full-time (or part-time equivalent) jobs in the first year of operation, and an increasing to 20 jobs by year three of operation of the RAS.
- MVP EV shall receive an initial payment of \$107,000 from the City's CDBG-Recovery Budget for Economic Incentives for Green & Technology Businesses that shall be used for equipment and facility upgrades.
- MVP EV has expressed a desire to be connected to the City Electric Utility to improve its power reliability and electric service. Under the terms of the Participation Agreement MVP EV shall be afforded the opportunity to connect to Moreno Valley's Electric Utility.
- MVP EV shall receive the benefit of up to \$107,000 in CDBG-Recovery Infrastructure funds being utilized by the City's Electric Utility to defray the cost of connecting the new MVP EV facility to Moreno Valley's electric system.
- In recognition of its location in the Redevelopment Project Area and the City's CDBG Target Area, along with its designation as a start-up 'Green or Technology' business, MVP EV shall receive a discount in its electrical charges for the first three years of operation including a discount of 10% in year one, 7.5% in year two, and 5% in year three.
- In recognition of the CDBG job creation MVP EV shall receive additional CDBG funding in the amounts of \$50,000 after year one of operation, \$25,000 after year two and \$25,000 after the third year of continuous operation of the RAS.

- In the event of an uncured default of the Operating Covenant or conditions of the Participation Agreement by MVP EV during the 3 year term, the City shall not be obligated to provide further payment to MVP EV.

ALTERNATIVES

1. Approve the Participation Agreement supporting the City’s assistance in the opening of the new MVP EV facility.
2. Reject or pursue modification in the terms of the Participation Agreement. Supporting this alternative could hinder the timing or ability to open MVP’s new RAS.

FISCAL IMPACT

The opening of the new MVP EV facility will provide significant new sales tax revenue for the City. Specific sales projections for the new MVP operation are confidential, but the facility in Moreno Valley likely has the potential to produce annual sales tax revenue for the City of Moreno Valley in the range of \$500,000 to \$1 million when fully operational.

The funding for the ‘Initial Payment’ of \$107,000 will be from the approved CDBG-Recovery Budget.

<u>Fund</u>	<u>Business Unit Name</u>	<u>Amount</u>
199	Economic Incentive for Green & Technology Business 19910.6849.002	\$107,000

The funding of the ‘Concurrent Payment’ of \$107,000 will be from the approved CDBG-Recovery Budget.

<u>Fund</u>	<u>Business Unit Name</u>	<u>Amount</u>
199	Utility Infrastructure Improvements 19910.6849.001	\$107,000

The funding for the ‘Additional Payments’ with a maximum amount of \$100,000 over the three period will be accomplished with future CDBG Budget allocations. The funding of the utility discount for the three year period shall be reimbursed to the Moreno Valley Utility from RDA fund balance.

ATTACHMENTS

- 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 MVP 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

MVP-EV

a California corporation

PARTICIPATION AGREEMENT

This **PARTICIPATION AGREEMENT** (the "Agreement") is entered into as of November 24, 2009, by and between the **CITY OF MORENO VALLEY**, a municipal corporation (the "City"), and **MVP-EV**, a California corporation (the "Operator").

R E C I T A L S

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 manufacturing, assembly and sales facility within the corporate limits of the City of Moreno Valley (the "City Area") operating under the trade name MVP-EV and that, as part of Operator's activities, a minimum number of full time (or composite full time jobs), starting at ten employees and increasing to twenty 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 manufacturing, assembly and sale of electric vehicles 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 HUD.

C. Operator has determined a suitable location within the City Area for a manufacturing, assembly and sales facility to be operated under the trade name MVP-EV.

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 "CDBG Basic Requirements" (Attachment No. 2 to this Agreement), the "CDBG Regulations", as defined below and as amplified by the "Rules 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 Entities*” means each of: (i) CT&T Korea, Ltd.; (ii) CT&T United, Inc.; and (iii) CT&T America, Inc.

“*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.

“*CDBG Regulations*” means those regulations (concerning Community Development Block Grants) set forth at 24 CFR 570, including without limitation those regulations referenced therein.

“*Concurrent Payment*” means a payment to be made using CDBG Infrastructure Recovery Fund moneys to the City to defray the cost of electrical improvements to be made by the City.

“*Concurrent Payment Amount*” means the sum of One Hundred Seven Thousand Dollars (\$107,000.00).

“*Conditions Precedent to Payment*” is defined in Section 403 hereof.

“*Conforming Activities*” means the operation of a manufacturing, assembly and sales facility in a Conforming Facility under the trade name MVP-EV, which manufacturers and assembles electrically-powered motor vehicles.

“*Conforming Facility*” means a building consisting of not less than forty-five thousand (45,000) 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 manufacture, assembly and sales of CT&T Vehicles, which improvements are to be located at the Designated Site in conformity with the Site Plan of the MVP Facility.

“*Continuous Operation Condition*” is defined in Section 401.2 hereof.

“*County*” shall mean the County of Riverside, California.

“*CT&T Vehicles*” means electricity-powered motor vehicles manufactured, assembled and sold under authorization of the Authorizing Business Entities and marketed under the Designated Trade Name.

“Date of Agreement” means November 24, 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 “CT&T,” or another trade name that is approved by the City in its discretion.

“Establishment of Point of Sale” means the opening for business of an establishment that engages as its principal business use in the manufacture and assembly of electric vehicles, the marketing for sale and sale of such vehicles, and other Conforming Activities and is operated under the Designated Trade Name within the City Area.

“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.

“Initial Payment Amount” means the sum of One Hundred Seven Thousand Dollars (\$107,000.00).

“Maximum Payment Amount” means the sum of: (i) the Initial Payment Amount, (ii) the Concurrent Payment Amount, and (iii) up to One Hundred Thousand Dollars (\$100,000) in additional payments, as all such payments (including the Initial Payment Amount, the Concurrent Payment, and up to \$100,000) are aggregated.

“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 manufacturing, assembly and sales facility consisting of not less than forty-five thousand (45,000) square feet gross leasable area operating under the Designated Trade Name and which includes each of: (i) the Establishment of Point of Sale at the Designated Site within the City Area for the Conforming Activities under the Designated Trade Name, or (ii) the time set forth for the Establishment of Point of Sale in the Schedule of Performance.

“*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 MVP-EV, a California corporation.

“*Operator Certificate*” means Attachment No. 4 to this Agreement.

“*Performance Conditions*” means all of the following: the Sales Tax Condition; 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. 4, attached hereto and incorporated herein.

“*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 California 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 manufacturing, assembling and retail 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 CDBG Basic Requirements.

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") 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. 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 with respect to or in any way arising from 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.

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 amounts reasonably required by the City Manager from time to time, and in no event less than \$2,000,000 for “single occurrence;”

(iv) property damage insurance in amounts reasonably required by the City Manager from time to time, and 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 show the 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 manufacturing, assembly and sales 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 prior to delinquency all ad valorem real estate taxes and assessments on the Designated Site. Operator shall remove or have 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 in connection with (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 Initial Payment Amount. The Operator agrees to expend the Initial Payment Amount for equipment and facility upgrades. On or before the disbursement by City of the Initial Payment Amount, the City will make the Concurrent Payment to the City.

Provided that the Conditions Precedent to Subsequent Payment have been and remain satisfied, the City shall make additional payments to the Operator as follows: (i) within thirty (30) days after the first anniversary of the Opening, Fifty Thousand Dollars (\$50,000)(the "First Anniversary Amount"); (ii) within thirty (30) days after the second anniversary of the Opening, Twenty-Five Thousand Dollars (\$25,000)(the "Second Anniversary Amount") and (iii) within thirty (30) days after the third anniversary of the Opening, Twenty-Five Thousand Dollars (\$25,000)(the "Third Anniversary Amount"). Times for payment shall be extended for a reasonable time in order for the City to confirm compliance with all conditions to payment. No interest shall accrue on any such amounts.

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) treating the Designated Site as point of sale for all taxable sales made by the Operator from the Designated Site (the "Sales Tax Condition") as reflected in the reports of the Operator to the State Board of Equalization (which reports shall be made available by Operator to City); (iii) 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"); (iv) 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 (v) 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 determine to be necessary or covenant 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 Initial Payment Amount shall be subject to satisfaction of the Conditions Precedent to Initial Payment and 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 Periodic Payment Amount at each of: (i) the Opening, and (ii) upon the occurrence of the first anniversary of the Opening; such payment shall be made within thirty (30) days after the City Manager receives satisfactory substantiation that the Conditions Precedent to Payment and the Performance Conditions have been and remain 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.

In no event shall the City provide assistance over the life of this Agreement which, in the aggregate, exceeds the Maximum Payment Amount. Further, no payments shall be made by the City after June 30, 2013 in any event.

The Participant will utilize City electrical services. The City agrees that, so long as the Participant is operating in conformity with this Agreement, the City will apply the following discounts to its customary charges for electrical service provided by the City to the Participant: a) during the first year of operation, ten percent (10%); b) during the second year of operation, seven and one half percent (7.5%); and c) during the third year of operation, five percent (5%).

403. **Conditions Precedent to Initial Payment.** The City shall not be obligated to make the initial disbursement of the Initial Payment Amount unless all of the following conditions precedent have been and remain satisfied:

(a) the Operator provides to the City Manager evidence satisfactory to the City Manager that: (i) Operator has entered into a binding agreement with the Authorizing Business Entities to operate a regional manufacture, assembly and sales 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 is scheduled for within one hundred twenty (120) days within the City Area operating under the Designated Trade Name with the approval of the Authorizing Business Entities; and (iv) Operator has made diligent efforts to recruit and hire as its employees members of Targeted Income Groups;

(b) the Operator provides evidence satisfactory that demonstrates that equipment and improvements have been ordered or designed to prepare the Conforming Facility and Designated Site to operate as regional manufacturing, assembly and sales facility for CT&T Vehicles;

(c) the Operator provides evidence satisfactory to the City Manager that the Conforming Activities will commence on the Designated Site within one hundred twenty (120) days, and of the Establishment of Point of Sale on the Designated Site has occurred in accordance with the terms of this Agreement;

(d) the Operator remakes (prior to each payment) its covenant to operate and shall have satisfied the Performance Conditions (except with respect to the Initial Payment Amount);

(e) the 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;

(f) all property taxes, assessments and business license fees for or with respect to the Designated Site have been paid and are not delinquent;

(g) there exists no Default, as defined in Section 601 of this Agreement, or event, or omission which would constitute a Default after notice or lapse of time, or both; and

(h) the 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.

The foregoing conditions lettered (a) to (h), 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. **Conditions Precedent to Subsequent Payment.** The City shall not be obligated to make any disbursements after the Initial Disbursement unless all of the following conditions precedent have been and remain satisfied:

(a) the Operator provides to the City Manager evidence satisfactory to the City Manager that: (i) Operator has entered into a binding agreement with the Authorizing Business Entities to operate a regional manufacture, assembly and sales facility which remains in full force and effect; (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, which lease remains in effect as of the date such payment is payable (under Section 401.1 hereof, subject to this Section 404); (iii) the Opening of a Conforming Facility within the City has occurred and the Conforming Facility is operating under the Designated Trade Name with the approval of the Authorizing Business Entities; (iv) the Operator has made diligent efforts to recruit and hire as its employees members of Targeted Income Groups; and (v) the Operator employs at the Designated Site the following: (i) during the first year of operations at the Designated Site, at least ten (10) Qualifying Employees, during the second year of operations at the Designated Site, at least fifteen (15) Qualifying Employees, and during the third year of operations at the Designated Site, at least twenty (20) Qualifying Employees;

(b) the Operator provides evidence satisfactory that demonstrates that the Conforming Facility is operating on the Designated Site in conformance with this Agreement and as a regional manufacturing, assembly and sales facility for CT&T Vehicles;

(c) the Operator provides evidence satisfactory to the City Manager that the Conforming Activities are being conducted at the Designated Site and that the Establishment of Point of Sale on the Designated Site has occurred in accordance with the terms of this Agreement;

(d) the Operator remakes (prior to each payment) its covenant to operate and shall have satisfied the Performance Conditions (except with respect to the Initial Payment Amount);

(e) the 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;

(f) all property taxes, assessments and business license fees for or with respect to the Designated Site have been paid and are not delinquent;

(g) there exists no Default, as defined in Section 601 of this Agreement, or event, or omission which would constitute a Default after notice or lapse of time, or both; and

(h) the 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.

The foregoing conditions lettered (a) to (h), 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.

405. **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 is a manufacturing, assembly and sales business specializing in electric-powered vehicles, and intends to manufacture, assemble and sell CT&T vehicles at the Designated Site and market for sale electric vehicles 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 CDBG Basic Requirements 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. Operator shall remake this covenant prior to each payment by the City and thereafter annually during the Operating Covenant Period.

In addition, Operator covenants that there shall be no discrimination contrary to the CDBG Basic Requirements 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 CDBG Basic Requirements 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 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 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 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:	MVP-EV Attention: Brad Williams, President & CEO 14255 Elsworth Street Moreno Valley, California 92553

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.

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 pertaining to the collection and payment of sales taxes in connection with the purchase and sale of products as reasonably necessary to determine compliance with this Agreement; the Operator agrees to make such records available to the City as deemed 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 19 and Attachment Nos. 1 through 4, 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: _____
Robert G. Gutierrez, City Manager

ATTEST:

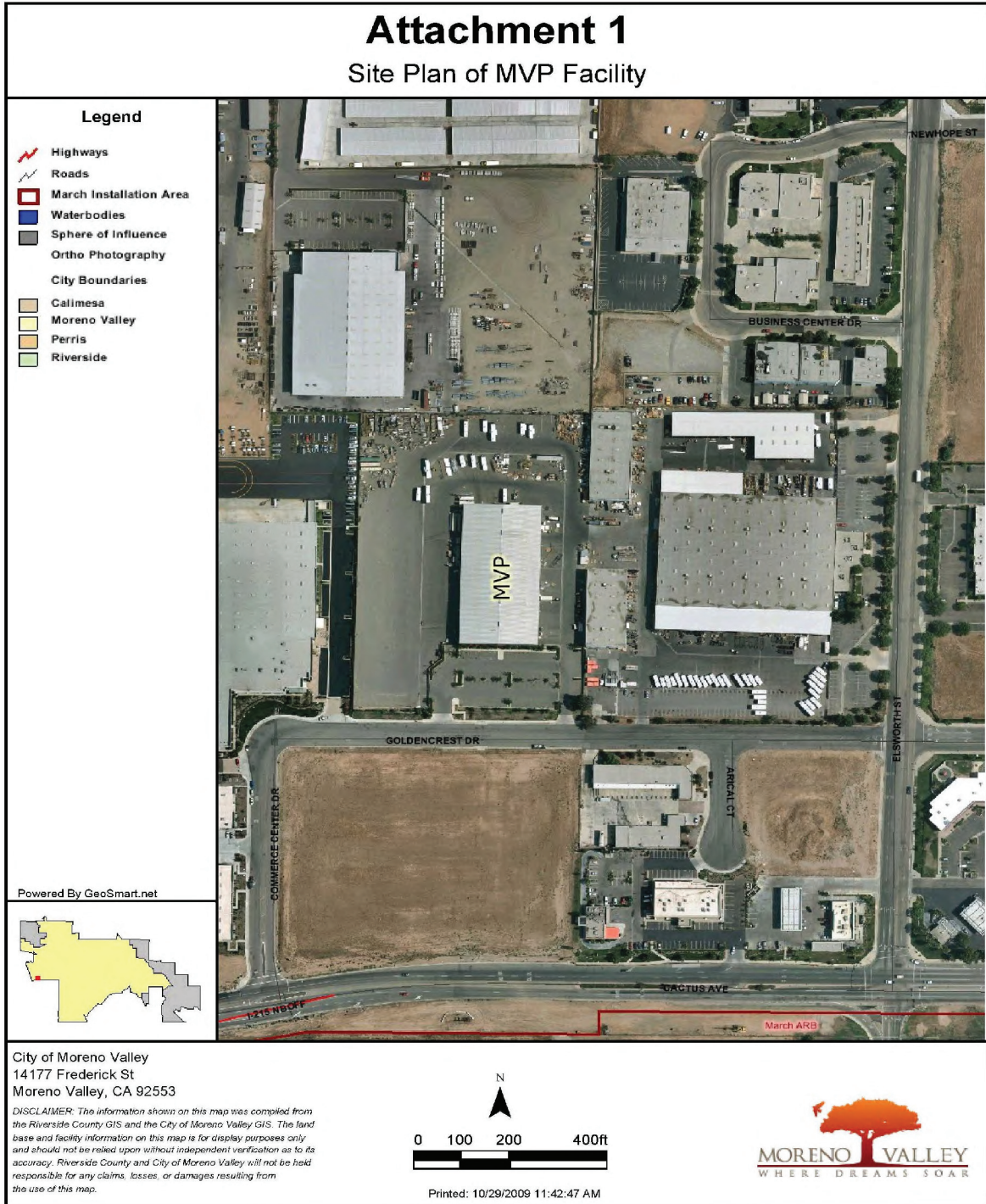
Jane Halstead, City Clerk

OPERATOR:

MVP-EV, a California corporation

By: _____
Brad Williams, President & CEO

ATTACHMENT NO. 1
SITE PLAN OF THE MVP FACILITY



ATTACHMENT NO. 2
ANNUAL COMPLIANCE REPORT, YEAR ENDING _____

Activity:	Moreno Valley Business Incentive Program
Per Agreement Between:	City of Moreno Valley and MVP-EV
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) Year 2: \$ 50,000 (CDBG) Year 3: \$ 25,000 (CDBG) Year 4: \$ 25,000 (CDBG)

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 6 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 MVP EV (the "Operator") and the City of Moreno Valley, a municipal corporation (the "City") dated as of November 10, 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 Sales Tax 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 California limited liability company, 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.

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.

MVP EV, Inc., a California corporation

Dated: _____

Its: _____

Exhibit A to Attachment No. 3

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 November 24, 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 Entities 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 Entities).
3. **Operator opens and establishes point of sale at Designated Site.** On or before June 1, 2010.
The Operator opens and establishes a point of sale at the Designated Site and provides proof thereof to the City.
4. **The Operator Satisfies Conditions Precedent to Initial Payment.** On or before June 30, 2010.
The Operator satisfies the Conditions Precedent to Payment and provides proof thereof to the City.

RESOLUTION NO. 2009-113

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY AUTHORIZING A PARTICIPATION AGREEMENT WITH MVP EV, INC.

WHEREAS, the City Council of the City of Moreno Valley wishes to work with MVP EV, Inc. to open a new regional assembly and sales (RAS) facility in Moreno Valley; and

WHEREAS, in furtherance of the objectives of the Housing and Community Act of 1974, the opening of a new MVP EV RAS store 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 MVP EV RAS will help stimulate the local economy and meet the objectives of the City of Moreno Valley CDBG-Recovery Program; and

WHEREAS, the opening of a new MVP EV RAS in Moreno Valley will establish a new point of sale for sales tax revenue for the City of Moreno Valley; 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. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this _____ day of _____, 2009.

Mayor

ATTEST:

City Clerk

ATTACHMENT 2

APPROVED AS TO FORM:

City Attorney



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: November 23, 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 4-17, 2009.

<i>Reports on Reimbursable Activities</i> November 4-17, 2009		
Council Member	Date	Meeting
William H. Batey II		None
Bonnie Flickinger	11/13/09	Moreno Valley Chamber of Commerce Legislative Action Committee
Robin N. Hastings		None
Jesse L. Molina		None
Richard A. Stewart	11/9/09	League of California Cities – Riverside County General Membership Meeting

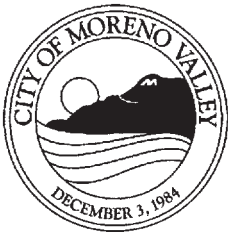
Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

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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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: Robert L. Hansen, Interim City Attorney

AGENDA DATE: November 23, 2009

TITLE: Agreement between the City of Moreno Valley and Robert G. Gutierrez, City Manager, providing for the transition of management responsibilities.

RECOMMENDED ACTION

Staff recommends that the City Council approve the attached Agreement (Attachment 1) between the City and Robert G. Gutierrez, City Manager, providing for the transition of management responsibilities from Mr. Gutierrez to his successor.

BACKGROUND

On or about August 31, 2009, Mr. Gutierrez announced he would be retiring as City Manager effective December 26, 2009. The City Council thereafter asked the Interim City Attorney to work with Mr. Gutierrez in providing for the smooth and orderly transition of City Manager responsibilities from Mr. Gutierrez to his successor. The attached Agreement (Attachment 1) is the result of those efforts.

DISCUSSION

The Agreement (Attachment 1) provides for the smooth and orderly transition of City Manager responsibilities from Mr. Gutierrez to his successor. Under the terms of the Agreement, Mr. Gutierrez will provide the City Council with recommendations as to potential candidates for the position of Interim City Manager; Mr. Gutierrez will work with his successor in providing for a smooth and complete transition of City Manager duties; the transition of duties is to be completed by November 19, 2009; and from November 19, 2009, until his announced retirement date of December 26, 2009, Mr. Gutierrez will retain the title of City Manager with full pay and benefits and will remain available to his successor in an advisory capacity. In addition, the Agreement provides that the City Council is relieved of its obligation to conduct and prepare an annual performance

review and evaluation for 2008 and 2009. The Agreement further provides that in relieving the City Council of its obligation to conduct and prepare an annual performance review and in foregoing any potential salary increase, an additional three hundred (300) hours of annual paid leave will be added to the paid leave bank of Mr. Gutierrez.

ALTERNATIVES

1. Approve the Agreement based upon its terms and conditions;
2. Not approve the Agreement.

FISCAL IMPACT

The net fiscal impact in approving the Agreement will be the cost of three hundred (300) hours of annual paid leave added to the paid leave bank of Mr. Gutierrez.

ATTACHMENTS/EXHIBITS

Attachment 1: Agreement between the City and Robert G. Gutierrez, City Manager.

Prepared By: *Rut*
 Name Robert L. Hansen
 Title Interim City Attorney

Department Head Approval: *Rut*
 Name Robert L. Hansen
 Title Interim City Attorney

Concurred By: N/A
 Name
 Title

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

AGREEMENT

This Agreement is made and entered into as of November 20, 2009 (“the Effective Date”), by and between the City of Moreno Valley, State of California, a municipal corporation (“the City”), and Robert G. Gutierrez, an individual.

Mr. Gutierrez has previously announced his retirement from employment with the City as its City Manager, effective December 25, 2009. The parties wish to enter into this Agreement to cover certain matters related to his retirement and the transition of executive leadership in the City organization, as follows:

1. The City Council will appoint an Interim City Manager, as soon as it is reasonably able to do so. Mr. Gutierrez will, upon request, timely provide a recommendation as to potential candidates for the post of Interim City Manager. The decision as to whom to select for the position of Interim City Manager will be in the sole and unfettered discretion of the City Council.

2. The City Council may announce the appointment of the Interim City Manager at any time it chooses so to do. Once an Interim City Manager is appointed by the City, Mr. Gutierrez will cooperate, in good faith, and to the best of his abilities, and will use his best efforts, in the best interests of the City, to make a smooth and complete transition of the City Manager’s duties to the Interim City Manager. It is agreed that the last day Mr. Gutierrez will exercise any duties or responsibilities as City Manager will be November 19, 2009. Beginning on November 20, 2009, an Acting City Manager or Interim City Manager will assume all such duties and responsibilities previously held by Mr. Gutierrez. From November 19, 2009 until the date of his retirement, Mr. Gutierrez will retain his title of City Manager, but he will vacate his office, and take on an advisory role to the City. The advisory role will not require Mr. Gutierrez to remain present on City premises except as may be decided by the Acting or Interim City Manager. In carrying out the duties of his advisory role, Mr. Gutierrez will make himself available by telephone, email, or in person, during the City’s usual and customary working hours, as may reasonably be requested by the City, to provide advice or assistance. Mr. Gutierrez will use his best efforts to provide such advice or assistance in good faith, and to the best of his abilities, in the best interests of the City, and in a timely manner.

3. The City will give Mr. Gutierrez three hundred (300) hours of additional annual paid leave over and above that to which he would otherwise be entitled, which additional annual paid leave Mr. Gutierrez may add to his paid leave bank. At his option, Mr. Gutierrez may use this additional annual paid leave to buy additional retirement benefits, or he may choose to cash out the additional annual paid leave in accordance with City policy.

4. The City will not prepare an annual performance evaluation for Mr. Gutierrez for the years 2008 and 2009.

5. Mr. Gutierrez will not be entitled to any salary increase for the years 2008 and 2009.

6. Mr. Gutierrez will receive his full salary and benefits from the City through and including December 25, 2009, notwithstanding the fact that an Acting or Interim City Manager has been appointed and has assumed all duties and responsibilities previously held by Mr. Gutierrez. Mr. Gutierrez will receive no additional compensation for performing any duties in an advisory role, or for providing any other services to the City through December 25, 2009. Mr. Gutierrez will receive no additional payments or benefits from the City beyond his retirement date of December 25, 2009, except as otherwise required by law.

7. The City does not contemplate employing Mr. Gutierrez in any capacity, including as an employee, consultant or independent contractor, for any services beyond December 25, 2009.

8. By no later than the close of business on November 19, 2009, Mr. Gutierrez shall return and surrender all keys, card keys, and Cal Cards in his possession. Mr. Gutierrez shall use his best efforts to surrender all other City property assigned to or used by him, including but not limited to cell phones, PDAs, computers, files and any and all other City property on or before December 25, 2009. In the event that Mr. Gutierrez is unable to surrender such other City property by December 25, 2009, due to holiday plans that require his being out of the Southern California area at that time, Mr. Gutierrez shall surrender such other City property no later than December 31, 2009.

9. It is understood between the parties hereto that it is Mr. Gutierrez's sole responsibility to execute and file in a timely manner all necessary forms and paperwork for the early retirement incentive currently offered by the City to all eligible employees, including but not limited to any and all forms and paperwork that may be required by the California Public Employees Retirement System (PERS) and the City. It is understood between the parties hereto that regardless of whether such forms and paperwork are timely executed and filed, Mr. Gutierrez's last day of employment by the City shall be December 25, 2009.

10. For and in consideration of the release herein contained, the granting of three hundred (300) additional hours of annual paid leave, the provisions of this Agreement, and for other valuable consideration, receipt of which is hereby acknowledged, Mr. Gutierrez and any person acting by, through, under or for him, hereby discharges and releases the City, the members of its City Council, the City's officers, managers, employees, agents, representatives, attorneys, successors and assigns, from, and hereby waives, any and all claims, whether now known or unknown, which Mr. Gutierrez has or may have against them, arising out of, related to, or connected with his employment with the City, the cessation of that employment, and any employment practice, policy, decision or action taken by the City, or by the members of its City Council, the City's officers, managers, employees, agents, representatives, attorneys, successors and assigns. This release and waiver includes any and all claims, causes of action (whether at law, in equity or otherwise), suits, demands and liens, including but not limited to those arising under the federal and California Constitutions, federal, state and local statutes, ordinances and

regulations, including but not limited to the City's Municipal Code, the City's Personnel Rules, Title VII of the Civil Rights Act of 1964, the Americans With Disabilities Act, the Age Discrimination in Employment Act, the California Fair Employment and Housing Act, and the law of contract or tort. Nothing in this Agreement is intended to waive or release any rights that are not permissible to be waived or released by Mr. Gutierrez by virtue of any provision of state or federal law, including but not limited to workers' compensation, and indemnification under California Labor Code section 2802.

11. Mr. Gutierrez specifically acknowledges that he is aware of and familiar with the provisions of California Civil Code Section 1542, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Being aware of this section and its meaning and effect, Mr. Gutierrez waives and relinquishes all rights and benefits he may have under California Civil Code Section 1542, as well as any other rights or benefits derived from any statutes or common law principles of similar effect, arising out of his employment with the City or the cessation of that employment.

12. Mr. Gutierrez and the City agree that neither party shall make any public or private claims and/or statements (both written and verbal) of a derogatory and/or disparaging nature with respect to Mr. Gutierrez's employment with the City or the City's conduct of its business. Nevertheless, this provision shall not be interpreted to prohibit any party hereto from giving truthful and accurate statements to any law enforcement or other investigatory agency in the course of conducting official business.

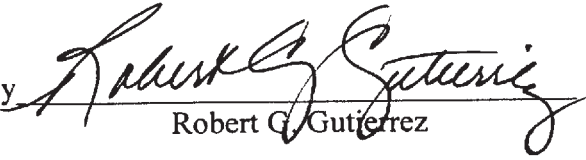
13. This Agreement sets forth the entire agreement between the parties with regard to the matters set forth, and supersedes any and all prior agreements, representations and understandings, written or oral, on these subjects, which are hereby suspended and merged herein. The terms of this Agreement may not be modified, except by a writing signed by both Mr. Gutierrez and the City's Mayor and approved by the City Council.

14. This Agreement and the rights and obligations created by this Agreement shall be governed by the laws of the State of California.

15. This Agreement shall be binding upon and inure to the benefit of the heirs at law and executors of Mr. Gutierrez.

16. If any provision in this Agreement, or any portion thereof, is held unenforceable, invalid, or violative of any law, statute, ordinance, or regulation, the remainder of this Agreement

IN WITNESS WHEREOF, the City of Moreno Valley, California, has caused this Agreement to be signed and executed on its behalf by its Mayor, and duly attested by its City Clerk, and Mr. Gutierrez has signed and executed this Agreement, as of the Effective Date of this Agreement.

By 
Robert Q. Gutierrez

City of Moreno Valley
a California Municipal Corporation

By _____
Mayor

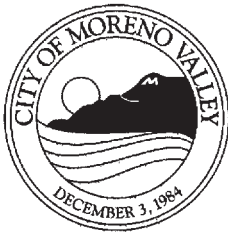
ATTEST:

City Clerk

APPROVED AS TO FORM:

Robert L. Hansen, Interim City Attorney

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

Report to City Council

TO: Mayor and City Council

FROM: Chris Paxton, Human Resources Director *CP*

AGENDA DATE: November 23, 2009

TITLE: Approval of Employment Agreement with Interim City Manager

RECOMMENDED ACTION

Staff recommends that the City Council:

Approve the attached employment agreement with William L. Bopf for the position of Interim City Manager.

BACKGROUND

With the impending retirement of City Manager Robert Gutierrez and the departure of Assistant City Manager Betsy Adams, the City Council has determined that it is in the best interests of the City of Moreno Valley to employ an Interim City Manager while a search is conducted for a permanent replacement.

DISCUSSION

In conducting their search for a qualified city manager, council members consulted the California League of Cities to obtain a list of potential interim candidates. Interviews were then conducted with four candidates on November 10 and 17.

After some deliberation, the City Council has unanimously selected William L. Bopf as their choice for Interim City Manager. With City Council direction, staff then met with Mr. Bopf and negotiated the attached agreement.

ALTERNATIVES

1. Approve the employment agreement
2. Not approve the agreement and provide further direction to staff.

FISCAL IMPACT

The contract calls for Mr. Bopf to be paid \$20,587.52 per month which is the same rate of pay as that of the outgoing City Manager. He will be entitled to no additional benefits. The estimated compensation over the term of the contract is \$144,000.

ATTACHMENTS

Exhibit "A" – Employment Agreement

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:

**EMPLOYMENT AGREEMENT
FOR THE POSITION OF
INTERIM CITY MANAGER**

This Employment Agreement (hereafter referred to herein as "Agreement") is made and entered into this twenty-third (23rd) day of November, 2009, by and between the City of Moreno Valley, California (hereafter referred to herein as "CITY"), a California municipal corporation and general law city, and William L. Bopf (hereafter referred to herein as "BOPF"), an individual, on the following terms and conditions:

RECITALS

A. CITY, by and through the City Council, desires to employ the services of BOPF as Interim City Manager of CITY; and

B. BOPF desires to accept temporary employment as Interim City Manager in consideration of and subject to the terms, conditions, and benefits set forth in this Agreement.

OPERATIVE PROVISIONS

In consideration of the promises and covenants contained herein, the parties agree as follows:

1. Position, Term and Duties.

1.1 **Position.** BOPF accepts temporary employment with CITY as its Interim City Manager and shall perform all functions, duties and services set forth in Section 1.5 [Duties] of this Agreement. BOPF shall provide services at the direction and under the supervision of the City Council of CITY. It is the intent of the parties that the Interim City Manager shall keep the City Council fully apprised of all significant ongoing operations of the CITY. Toward that end, BOPF shall report directly to the City Council and will periodically, or as may be specifically requested by the City Council, provide status reports to the City Council on his activities and those of CITY.

1.2 **Term.** The term of this Agreement shall commence on November 24, 2009 (Commencement Date), upon being executed by BOPF and approved by the City Council. This Agreement shall expire on June 30, 2010, or upon the employment commencement date of a permanent City Manager employed by CITY, whichever occurs first.

1.2.1 Notwithstanding Section 1.2, the parties may, by mutual written agreement, extend the term of this Agreement by such period or periods as to which the parties may agree upon the same or amended terms and conditions, subject to earlier termination pursuant to Section 1.2.

1.3 **Period of Employment.** CITY shall employ BOPF during the Term [Section 1.2] of this Agreement. BOPF shall commence the performance of the duties or Interim

City Manager on November 24, 2009, or on such other date as mutually agreed to by the parties in writing.

1.3.1 The parties acknowledge that BOPF is a retiree with the CalPERS system and that CalPERS laws and regulations limit the number of hours of service BOPF may provide to employers who are state agencies or CalPERS contracting agencies (hereafter referred to herein collectively as "CalPERS agencies"). As such, BOPF may only work up to 960 hours per fiscal year for CalPERS agencies. In addition, as of the effective date of this Agreement, BOPF may have already worked a portion of the 960 hours for one or more CalPERS agencies within the current fiscal year. Therefore, the parties agree that, except as provided in Section 1.3.2, BOPF's employment with CITY under this Agreement shall not exceed a total of 960 hours of service within a single fiscal year. The 960 hours of service BOPF may provide shall include the hours of service BOPF has provided within the same fiscal year to any other CalPERS agencies. BOPF shall bear responsibility for keeping CITY timely informed of all hours of service BOPF has provided to other CalPERS agencies as relevant to this Section. In addition, BOPF shall bear all responsibility and liability under CalPERS laws and regulations arising out of employment with CITY pursuant to this Agreement.

1.3.2 Notwithstanding Section 1.3.1, the parties agree that BOPF may work in excess of 960 hours per fiscal year as described in Section 1.3.1, but only if, prior to exceeding 960 hours of service as described in Section 1.3.1, BOPF voluntarily and successfully applies to CalPERS to be reinstated from retirement into active employment in accordance with all applicable CalPERS laws, regulations and procedures. Upon successful reinstatement with CalPERS, CITY will make the necessary CalPERS contributions on behalf of BOPF in accordance with Section 2.3 [CalPERS] of this Agreement.

1.4 **At-Will Employment.** BOPF acknowledges that he is an at-will temporary employee of CITY who shall serve at the pleasure of the City Council at all times during the period of his service under this Agreement. The terms and provisions of CITY's personnel rules, policies, procedures, ordinances, resolutions, memoranda of understanding, and/or collective bargaining agreements shall not apply to BOPF, and nothing in this Agreement is intended to, or does, confer upon BOPF any right to any property interest in continued employment, or any due process right to a hearing before or after a decision by the City Council to terminate his employment, except as is expressly provided in Section 1.2 [Term] or Section 3 [Termination] of this Agreement. Nothing contained in this Agreement shall in any way prevent, limit or otherwise interfere with the right of CITY to terminate the services of BOPF as provided in Section 1.2 [Term] or Section 3 [Termination]. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of BOPF to resign at any time from this position with CITY, subject only to the provisions set forth in Section 1.2 [Term] or Section 3 [Termination] of this Agreement. This at-will employment Agreement shall be expressly subject to the rights and obligations of CITY and BOPF, as set forth in Section 1.2 [Term] or Section 3 [Termination] herein.

1.5 **Duties.** BOPF shall serve as the Interim City Manager and shall be vested with the powers, duties and responsibilities of the City Manager as set forth in Chapter 2.08

of the City of Moreno Valley Municipal Code, as may be amended from time to time, the terms of which are incorporated herein by reference, and any and all other applicable ordinances and resolutions. It is the intent of the City Council for the Interim City Manager to function as the chief executive officer of CITY's organization. Without additional compensation, BOPF shall provide such other services as are customary and appropriate to the position of Interim City Manager, including serving as the Interim Executive Director of the Community Redevelopment Agency of the City of Moreno Valley and the Moreno Valley Community Services District, together with such additional services assigned from time to time by the City Council as may be consistent with California law and the City of Moreno Valley Municipal Code. BOPF shall devote his best efforts and full-time attention to the performance of these duties.

1.6 **Hours of Work.** BOPF shall devote the time necessary to adequately perform his duties as Interim City Manager. The parties expect that a minimum of thirty-six (36) hours per week during regular business hours and/or outside of regular business hours will be required to satisfy this requirement. Toward that end, BOPF will work a four (4) day work week (Monday through Thursday), and minimum nine (9) hour work day schedule and shall be allowed reasonable flexibility in setting his own office hours, provided the schedule of such hours provides adequate availability to the City Council, City Staff, and members of the community during normal business hours and for the performance of his duties and in conducting CITY business. The position of Interim City Manager shall be deemed an exempt position under California wage and hour law. BOPF hereby acknowledges that he shall not be entitled to any compensation for overtime.

1.7 **Regional and Professional Activity.** The City Council desires BOPF to be reasonably active in national, statewide, regional and professional organizations that will contribute to Interim City Manager's professional development and standing and that will contribute to the advancement of the CITY's interests and standing. Toward that end, BOPF may, upon advance notice to the City Council, undertake such activities as are directly related to his professional development and that advance the interests and standing of the CITY. These activities may include, without limitation, participation in the California League of Cities, ICMA, or other similar national, statewide, regional or professional organizations, provided that such activities do not in any way interfere with or adversely affect his employment as Interim City Manager or the performance of his duties as provided herein. CITY agrees to budget and pay for the dues and subscriptions of the Interim City Manager necessary for his participation in such organizations. CITY agrees to reimburse BOPF's reasonable and necessary travel, business and subsistence expenses for his activities as provided in Section 1.9 [Reimbursement] of this Agreement.

1.8 **Other Activity.** In accordance with Government Code Section 1126, during the period of his employment, BOPF shall not accept, without the express prior written consent of the City Council, any other employment or engage, directly or indirectly, in any other business, commercial, or professional activity (except as permitted under Section 1.7 [Regional and Professional Activity]), whether or not to pecuniary advantage, that is or may be competitive with the CITY, that might cause a conflict-of-interest with the CITY, or that otherwise might interfere with the business or operation of the CITY or the satisfactory performance of BOPF's duties as Interim City Manager.

1.9 **Reimbursement.** CITY shall reimburse BOPF for reasonable and necessary travel, subsistence and other business expenses incurred by BOPF in the performance of his duties. All reimbursements shall be subject to and in accordance with California law and the CITY's adopted Employee Reimbursement Policy.

2. **Compensation.**

2.1 **Rate of Pay.** For all services performed by BOPF as the Interim City Manager under this Agreement, CITY shall pay BOPF compensation at the rate of twenty thousand five hundred eighty-seven dollars and fifty-two cents (\$20,587.52) per month, paid bi-weekly according to the payroll schedule in place for CITY employees.

2.2 **Business Related Equipment and Property.** CITY shall supply BOPF with a cell phone, and such personal data device as is currently in use within the City (e.g. blackberry, PDA or similar device), and if requested by BOPF, a portable computer for BOPF's exclusive business use. BOPF agrees to surrender and return all CITY supplied equipment, keys, key card, Cal Cards, and any and all other CITY property or equipment on or before his last day of employment with CITY.

2.3 **CalPERS.** For any period of employment whereby BOPF provides services to CITY under this Agreement as a CalPERS active employee in accordance with the reinstatement requirement set forth in Section 1.3.2, BOPF shall be enrolled in CalPERS in accordance with the CITY's 2.7% at 55 plan.

3. **Termination.**

3.1 This Agreement may be terminated by CITY for any reason fourteen (14) calendar days after notice in writing to BOPF of such termination. CITY's only obligation in the event of such termination will be payment to BOPF of all compensation as set forth in Section 2.1 [Rate of Pay] up to and including the effective date of termination.

3.2 This Agreement may be terminated by BOPF for any reason fourteen (14) calendar days after notice in writing to CITY of such termination. CITY shall have the option, in its complete discretion, to make BOPF's termination effective at any time prior to the end of such period, provided CITY pays BOPF all compensation as set forth in Section 2.1 [Rate of Pay] due and owing him through the last day actually worked.

3.3 Nothing in this Section 3 [Termination] shall be construed to require either party to give advance written notice in order for the Agreement to expire as set forth in Section 1.2 [Term].

4. **Proprietary Information.** "Proprietary Information" is all information and any idea pertaining in any manner to the business of CITY (or any CITY affiliate), its employees, clients, consultants, or business associates, which was produced by any employee of CITY in the course of his or her employment or otherwise produced or acquired by or on behalf of CITY. Proprietary Information shall include, without limitation, trade secrets, product ideas, inventions, processes, formulae, data, know-how, software and other computer

programs, copyrightable material, marketing plans, strategies, sales, financial reports, forecasts, and customer lists. All Proprietary Information not generally known outside of CITY's organization, and all Proprietary Information so known only through improper means, shall be deemed "Confidential Information." During his employment by CITY, BOPF shall only use Proprietary Information, and shall only disclose Confidential Information, for the benefit of CITY and as is or may be necessary to perform his job responsibilities under this Agreement. Following termination, BOPF shall not use any Proprietary Information and shall not disclose any Confidential Information, except with the express written consent of CITY. BOPF's obligations under this Section shall survive the termination of his employment and the expiration of this Agreement.

5. **Conflict Of Interest.** BOPF represents and warrants to CITY that he presently has no interest, and represents that he will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or interfere in any way with performance of his services under this Agreement.

6. **General Provisions.**

6.1 **Vehicle Operation.** BOPF shall operate any vehicle used in connection with the performance of his duties as Interim City Manager in a safe manner and otherwise in observance of all established traffic safety laws and ordinances and shall maintain a valid California automobile's driver's license during the period of employment. In addition, BOPF shall maintain in full force and effect during the Term of this Agreement, valid automobile liability insurance providing coverage for collision, personal injury and medical reimbursement while the vehicle is being used in the course and scope of employment by CITY.

6.2 **Internet Usage and Computer Usage Policies.** BOPF agrees to execute and be bound by CITY's Internet Usage and Computer Usage Policies in effect on the Commencement Date of his employment by CITY.

6.3 **Notices.** All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and or at the last known address maintained in BOPF's personnel file. BOPF agrees to notify CITY in writing of any change in his address during his employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

City's Notice Address:

City of Moreno Valley
c/o Human Resources Manager and City Attorney
P.O. Box 88005
14177 Frederick Street
Moreno Valley, California 92552-0805

Interim City Manager's Address:

[Deliver to last updated address in personnel file]

6.4 **Indemnification.** Subject to, in accordance with, and to the extent provided by the California Tort Claims Act [Government Code Section 810 *et seq.*] the CITY will indemnify, defend, and hold BOPF harmless from and against any action, demand, suit, monetary judgment or other legal or administrative proceeding, and any liability, injury, loss or other damages, arising out of any act or omission occurring during BOPF's tenure as Interim City Manager.

6.5 **Bonding.** The CITY shall bear the full cost of any fidelity or other bonds required of the Interim City Manager under any law or ordinance.

6.6 **Integration.** This Agreement is intended to be the final, complete, and exclusive statement of the terms of BOPF's employment by CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the employment of BOPF, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to BOPF and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

6.7 **Amendments.** This Agreement may not be amended except in a written document signed by BOPF, approved by the City Council and signed by the Mayor.

6.8 **Waiver.** Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

6.9 **Assignment.** BOPF shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to BOPF, assign its rights and obligations hereunder.

6.10 **Severability.** If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

6.11 **Attorneys' Fees.** In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

6.12 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue proper only in Riverside County, State of California.

6.13 **Interpretation.** This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any party. By way of example and not in limitation, this Agreement shall not be construed in favor of the party receiving a benefit or against the party responsible for any particular language in this Agreement. Captions are

used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

6.14 **Acknowledgment.** BOPF acknowledges that he has had the opportunity to consult legal counsel in regard to this Agreement, that he has read and understands this Agreement, that he is fully aware of its legal effect, and that he has entered into it freely and voluntarily and based on his own judgment and not on any representations or promises other than those contained in this Agreement.

IN WITNESS WHEREOF, the CITY has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested to by its City Clerk, and BOPF has signed and executed this Agreement, as of the date first indicated above.

INTERIM CITY MANAGER

CITY OF MORENO VALLEY

William L. Bopf

Richard A. Stewart, Mayor

ATTEST

APPROVED AS TO FORM

Jane Halstead, City Clerk

Robert L. Hansen, Interim City Attorney

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

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

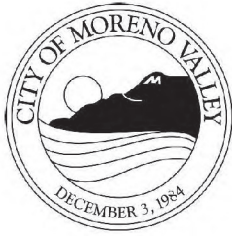
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**MINUTES - REGULAR MEETING OF NOVEMBER 10, 2009
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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

Report to City Council

TO: Chairperson and Members of the Community Redevelopment Agency Board of the City of Moreno Valley

FROM: Barry Foster, Economic Development Director

AGENDA DATE: November 23, 2009

TITLE: AMENDED AND RESTATED NEGOTIATION AGREEMENT FOR AN AFFORDABLE HOUSING DEVELOPMENT AT THE NORTHEAST CORNER OF ALESSANDRO BOULEVARD AND DAY STREET

RECOMMENDED ACTION

Staff recommends that the Redevelopment Agency Board approve the Amended and Restated Negotiation Agreement (attached hereto) 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.

BACKGROUND

The Redevelopment Agency (RDA) acquired approximately eight acres of property at the northeast corner of Alessandro Boulevard and Day Street for the purpose of developing an affordable housing project and childcare facility. The blighted property is situated at the gateway to the City and was considered suitable for redevelopment into a quality affordable housing project.

After a thorough selection process, PDDC was selected by the RDA Board as the affordable housing developer. On May 26, 2009, the RDA Board of Directors approved a Negotiation Agreement (Agreement) to formulate the partnership, to refine conceptual plans, and to establish an exclusive period of time for PDDC and the RDA to finalize the major business points for the development of the affordable housing project.

DISCUSSION

The term of Negotiation Agreement was valid through September 23, 2009 plus the allowed 60-day extension by the Executive Director. Since their selection as the project developer, PDDC has suggested modifying the proposed funding source from the previously proposed 4% federal tax credits to a 9% federal tax credit program. The change is desirable because it lowers the amount of RDA financial assistance, as well as enhance the ability of securing tax credits in the current financing market. To accommodate the time needed to evaluate the competitiveness of the enhanced project, including further proforma analysis, staff recommends the extension of the Agreement through January 22, 2010.

Additionally, the extension of time for the Negotiation Agreement is necessary to finalize the Disposition and Development Agreement in accordance with the negotiated project terms.

ALTERNATIVES

1. Approve the Amended and Restated Negotiation Agreement between the Community Redevelopment Agency of the City of Moreno Valley and Palm Desert Development Company.

Staff recommends this alternative as it:

- a) **Extends the time allowed to finalize the major business points of the affordable housing project;**
 - b) **Is a prerequisite to enable finalizing of the drafting of the Development and Disposition Agreement.**
2. Decline to approve the extension of time for the Negotiation Agreement between the Community Redevelopment Agency of the City of Moreno Valley and Palm Desert Development Company.

Staff does not recommend this alternative because it would cancel the Negotiation Agreement and delay the planning of the future affordable housing project.

FISCAL IMPACT

This action does not impose a fiscal impact to the City. The terms and financial considerations for the project would be part of the future Disposition and Development Agreement and subject to full and complete consideration of the RDA Board at a later time.

SUMMARY

The RDA acquired approximately eight acres of undeveloped property at the northeast corner of Alessandro Boulevard and Day Street for the purpose of developing an affordable housing project and childcare facility. Palm Desert Development Company was selected as the affordable housing developer and the RDA Board of Directors approved a Negotiation Agreement with PDDC on May 26, 2009. The extension of time for the approved Negotiation Agreement is needed to finalize the major business points for the development based on the funding source modifications proposed by the developer. After the approval of the Amended and Restated Negotiation Agreement, staff will target bringing a Development and Disposition Agreement pertaining to the project for Council consideration in December.

NOTIFICATION

Publication of the RDA's agenda.

ATTACHMENTS/EXHIBITS

ATTACHMENT A: Draft Amended Negotiation Agreement

Prepared By:
Shanikqua Freeman
Housing Program Coordinator

Department Head Approval:
Barry Foster
Economic Development Director

Concurred By:
Michele Patterson
Redevelopment & Neighborhood Programs Administrator

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AMENDED AND RESTATED NEGOTIATION AGREEMENT

THIS AMENDED AND RESTATED NEGOTIATION AGREEMENT (the “Agreement”) is made and entered into as of November 23, 2009 (the “Date of Agreement”), by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY**, a public agency corporate and politic (“Agency”) and **PALM DESERT DEVELOPMENT COMPANY**, a California corporation (the “Developer”) (the Developer and the Agency are collectively referred to herein as the “Parties”).

RECITALS

The following recitals are a substantive part of this Agreement.

A. The Developer previously informed the Agency that the Developer is interested in developing a housing project, to include: approximately 200-225 rental dwelling units available at affordable rents, weighted to very low income households and without age restrictions (the “Basic Development Concept”) on certain property (the “Property”) as shown on the Map which is attached hereto as Exhibit “A” and incorporated herein.

B. In connection therewith, the Parties previously entered into an agreement, entitled “Negotiation Agreement”, dated as of May 26, 2009 (herein, the “May Agreement”).

C. As of the Date of Agreement, title to the Property is held by the Agency.

D. Based upon its review to date, and although design, price, rent and financial structure have not been determined, the Developer believes that development of the Basic Development Concept is probably feasible and that any financing proposed to be obtained by the Developer is obtainable. Accordingly, the Agency is entering into this Agreement and is thereby affording the Developer the valuable opportunity to negotiate for development of the Property for a limited period of time as set forth herein.

E. Based partly upon (i) the interest of the Developer, (ii) assurances by the Developer that the Developer and/or its joint venturers are experienced in the development and operation of high quality affordable residential projects, (iii) the desirability of accomplishing the development, if feasible, of affordable rental housing and other new facilities (together, the “Facilities”), and (iv) the contention of the Developer that the proposed development can be accomplished on a basis that provides a fair and reasonable return to both Parties, the Parties mutually desire to enter into discussions concerning possible development of the Property generally consistent with the Basic Development Concept.

F. The Parties intend that during and for the period of negotiations set forth herein (the “Negotiation Period”) each will perform certain actions and responsibilities under this Agreement.

NOW, THEREFORE, the Parties mutually agree as follows:

1. Agreement to Negotiate.

(a) Required Actions.

(1) Within sixty (60) days from the Date of Agreement, Developer shall submit to the Agency a “Final Development Concept Package,” consisting of the following:

(a) a well-articulated development proposal describing with specificity the Facilities, including all development activities proposed to be undertaken (the “Proposed Development”);

(b) a statement of qualifications of the Developer and its joint venture partners (if not earlier submitted), including experience as developer and operator of affordable housing communities;

(c) a detailed enumeration of estimated development costs, including construction and non-construction costs. This shall include a detailed estimate of project income (using rents conforming to Health and Safety Code Sections 33334.2 and 50053) and a financial statement and pro forma statement of project return, including both construction and operating pro formas. A detailed estimate of development costs, including construction and non-construction costs, shall be included;

(d) a detailed description of the proposed method of construction and permanent financing and proposed credit enhancement, including a description of the terms and conditions of all such financing, and the identification of and terms of provision of any credit enhancement. It is contemplated that all there will be private financing of the facilities to be developed on the Property. If any economic participation toward the project is proposed to be borne by the Agency and/or the City of Moreno Valley (the “City”), this shall be clearly delineated in the proposal. Included in the submittal by the Developer shall be a copy of any materials proposed to be submitted to any agency involved in the allocation of tax credits and/or bonds;

(e) a list of financial references;

(f) final identification of the proposed property manager and proposed architect;

(g) a proposed construction and operating pro forma which identifies all sources and uses of funds including without limitation design of the Facilities and supporting infrastructure and which uses rents conforming to Sections 33334.2 and 50053 of the California Health and Safety Code;

(h) a proposed timeline which includes the submittal for any required allocation for tax credits and/or bonds;

(i) a well-defined development proposal and site plan describing the Proposed Development using schematic drawings, and which depicts in detail the proposed design and configuration of the Facilities and which includes a description of how the Developer intends to coordinate operations, development and access with a child care facility anticipated to be developed by a third party on land adjacent to the Property; and

(j) a timeline which includes a proposed construction schedule of development.

(2) The Developer shall bear the cost for its performance under this Agreement.

(3) The Agency and the Developer will continue to negotiate toward the execution within such period of a DDA for the sale or lease of the Property and with respect to the development (the "Development") and use of the Property. If a DDA is signed, it shall supersede this Negotiation Agreement.

(b) Term. The term of the Negotiation Period shall be for sixty (60) days. As of the sixtieth (60th) day after the Date of Agreement, this Agreement shall automatically terminate unless this Agreement has been mutually extended by the Agency and the Developer. The Executive Director is authorized to administratively extend the Negotiation Period once only for a period of his discretion not to exceed sixty (60) days; any such extension shall be made in writing prior to expiration of the Negotiation Period to be effective. If such an administrative is granted, then the Negotiation Period shall end and this agreement shall automatically terminate, unless extended by action by the Agency Board.

(c) Agreement to Negotiate. The Agency (by and through its staff and consultants) and Developer agree that for the term of the Negotiation Period (whether said period expires or is earlier terminated by the provisions herein) each party shall negotiate diligently and in good faith to carry out its obligations under this Agreement. The Developer acknowledges that the Agency holds title to the Property. The Developer expressly agrees and acknowledges that its rights pursuant to this Agreement are subject to and based upon compliance by the Developer with this Agreement (including without limitation the making of all submittals required pursuant to this Agreement, in short conformity with this Agreement).

(d) Supplemental Progress Reports. In addition to the information required in Section 1 above, for so long as this Agreement remains in effect Developer agrees to make weekly oral progress reports and monthly written reports to the Executive Director or his designated representative of the Agency advising the Agency on all matters and all studies being made.

2. No Predetermination of Agency or City Discretion. The Parties agree and acknowledge that nothing in this Agreement in any respect does or shall be construed to affect or prejudice the exercise of the Agency's or the City's discretion. The Developer acknowledges in this regard that the feasibility of the Developer's proposal has not been determined, and further that, at the discretion of the City's Planning Director, an environmental impact report will be prepared and circulated for comment by the City in connection with the consideration of the sale and development of the Property. Further, nothing in this Agreement in any respect does or shall be construed to affect or prejudice the Agency's or the City's discretion to consider, negotiate, or undertake the disposition and/or development of any portion of the Property, or shall affect the Agency's or the City's compliance with the laws, rules, and regulations governing land uses, environmental review, or disposition of the Property.

3. Environmental and Other Requirements. Certain state and local environmental requirements (including, but without limitation, the California Environmental Quality Act of 1970, Public Resources Code Section 21000, *et seq.*) may be applicable to the Proposed Development.

Pursuant to such requirements, certain environmental documents may be required to be prepared and certified for the Proposed Development. The Agency, by this Agreement, undertakes no obligation to pay any costs associated with such environmental documents and to supply data and information both to determine the impact of the development on the environment and to assist in the preparation of any necessary environmental documents.

4. Costs and Expenses. Except as otherwise provided in this Agreement, each party shall be responsible for its own costs and expenses in connection with any activities and negotiations undertaken in connection with the performance of its obligations under this Agreement.

5. No Change in Developer or its Constituent Members. The Developer shall within sixty (60) days of this Agreement make full disclosure to the Agency of all pertinent information concerning the Developer, including any joint venture partners. The qualifications of the Developer are of particular interest to the Agency. Consequently, no person or entity, whether a voluntary or involuntary successor of Developer, shall acquire any rights or powers under this Agreement nor shall the Developer assign all or any part of this Agreement without the prior written approval of the Agency, which approval the Agency may grant, withhold, condition, or deny at its sole and absolute discretion. Any other purported transfer, voluntarily or by operation of law, shall be absolutely null and void and shall confer no rights whatsoever upon any purported assignee or transferee.

6. Lead Negotiators. The Executive Director, or his designee, shall be the lead negotiator for the Agency with respect to the subject matter of this Agreement; provided, however, that the Agency, reserves its rights to consider and approve or disapprove the proposed DDA. Danavon L. Horn and James Jernigan shall be the lead negotiator(s) for the Developer with respect to the subject matter of this Agreement.

7. Non-Discrimination. Developer shall not discriminate against nor segregate, any person, or group of persons on account of sex, race, color, marital status, religion, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure or enjoyment of the Property, nor shall the Developer establish or permit any such practice or practices of discrimination or segregation in the selection, location, number, use, or occupancy of tenants, lessees, subtenants, sublessees or vendees of the land.

8. Address for Notices. Any notices pursuant to this Agreement shall be in writing and sent (i) by Federal Express (or other established express delivery service which maintains delivery records), (ii) by hand delivery, or (iii) by certified or registered mail, postage prepaid, return receipt requested, to the following addresses:

To Agency: COMMUNITY REDEVELOPMENT AGENCY OF THE
CITY OF MORENO VALLEY
14177 Frederick Street
Moreno Valley, California 92552-0805
Attention: Executive Director

To Developer: PALM DESERT DEVELOPMENT COMPANY
Attention: Danavon L. Horn, President
P.O. Box 3958
Palm Desert, California 92261

9. Default. Failure by either party to perform one or more of its duties as provided in this Agreement shall constitute an event of default under this Agreement. The non-defaulting party shall give written notice of a default to the defaulting party, specifying the nature of the default and the action required to cure the default.

10. Remedies for Breach of Agreement. In the event of an uncured default under this Agreement, the sole remedy of the nondefaulting party shall be to terminate this Agreement. Following such termination, neither party shall have any further rights, remedies or obligations under this Agreement. Neither party shall have any liability to the other for monetary damages or specific performance for the breach of this Agreement, or failure to reach agreement on a DDA, and each party hereby waives and releases any such rights or claims it may otherwise have at law or at equity. Furthermore, the Developer knowingly agrees that it shall have no right to specific performance for conveyance of, nor to claim any right of title or interest in the Property or any portion thereof.

11. Termination. This Agreement shall: (i) automatically terminate at the time(s) set forth in Section 1(b) above, and (ii) terminate prior to the time(s) set forth in Section 1(b) above in the event the Developer shall fail to perform its obligations hereunder to the reasonable satisfaction of the Executive Director; provided that prior to termination under part (ii) of this paragraph 11, the Agency shall provide the Developer with notice of any failure to perform and ten (10) days in which to cure. In addition, the parties agree that if either party shall determine that it is infeasible to proceed with the Basic Development Concept or if the development of the Property, consistent with such Basic Development Concept, does not appear to either party to be economically sound and feasible, either party may, upon ten (10) days' written notice to the other party, terminate this Agreement. Upon termination of this Agreement, whether upon expiration of the Negotiation Period or otherwise, both Parties knowingly agree that neither Party shall have any further rights or remedies to the other and the Developer shall have no rights in respect to the Property.

12. Time of Essence. Time is of the essence of every portion of this Agreement in which time is a material part. During the Negotiation Period the time periods set forth in this Agreement for the performance obligations hereunder shall apply and commence upon a complete submittal of the applicable information or occurrence of an applicable event. In no event shall an incomplete submittal by the Developer trigger any of the Agency's obligations of review, approval and/or performance hereunder; provided, however that the Agency shall notify the Developer of an incomplete submittal as soon as is practicable and in no event later than the applicable time set forth for the Agency's action on the particular item in question. Thus, the parties agree that the requirements hereunder may occur and be completed in a shorter time frame than set forth herein.

13. Real Estate Commissions. The Agency shall not be liable for any real estate commission or brokerage fees which may arise with respect to this Agreement or the Property.

14. Developer Not an Agent. The Developer is not an agent of the Agency or the City.

15. Press Releases. The Developer agrees to discuss any press releases with the Executive Director prior to disclosure in order to assure accuracy and consistency of the information.

16. Entire Agreement. This Agreement constitutes the entire understanding and agreement of the parties, integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties or their

predecessors in interest with respect to all or any part of the subject matter hereof (including without limitation the May Agreement).

17. Agreement Does Not Constitute Development Approval. The Agency reserves final discretion and approval as to any DDA and all proceedings and decisions in connection therewith. This Agreement shall not be construed as a grant of development rights or land use entitlements to construct the Proposed Development or any other project. All design, architectural, and building plans for the Proposed Development shall be subject to the review and approval of the Agency and the City. By its execution of this Agreement, the Agency is not committing itself to or agreeing to undertake the disposition of the Property or other real property to the Developer, or any other acts or activities requiring the subsequent independent exercise of discretion by the Agency, the City, or any agency or department thereof.

18. Governing Law. This Agreement shall be construed in accordance with the laws of the State of California.

19. Implementation of Agreement. The Agency shall maintain authority to implement this Agreement through the Executive Director (or his or her duly authorized representative). The Executive Director shall have the authority to issue interpretations, waive provisions, and/or enter into certain amendments of this Agreement on behalf of the Agency so long as such actions do not materially or substantially change the uses or concept of the Proposed Development, or add to the costs or risks incurred or to be incurred by the Agency as specified herein, and such interpretations, waivers and/or amendments may include extensions of time to perform. All other materials and/or substantive interpretations, waivers, or amendments shall require the collective consideration, action and written consent of the governing board of the Agency.

NOW THEREFORE, the Parties have executed this Negotiation Agreement as of the date and year first set forth above.

AGENCY:

**THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF MORENO
VALLEY**, a public body corporate and politic

By: _____
Richard Stewart
Its: Chairperson

ATTEST:

Jane Halstead,
Agency Secretary

Approved as to form:

DEVELOPER:

PALM DESERT DEVELOPMENT COMPANY,
a California corporation

By: Robert Hansen
Interim City Attorney

By: James M. Jernigan
Its: CFO/Secretary

EXHIBIT "A"

MAP

[to come]

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

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

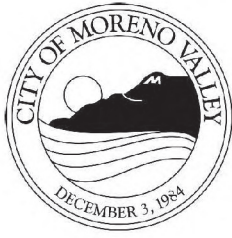
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**CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES
November 23, 2009**

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

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RH</i>
CITY MANAGER	<i>PH</i>

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: November 23, 2009

TITLE: APPOINTMENT TO THE PARKS AND RECREATION COMMISSION (TEENAGE MEMBER)

RECOMMENDED ACTION

Staff recommends 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.

BACKGROUND

The City Clerk's Office posted a Notice of Opening to fill the vacancy for the teen member position on the Parks and Recreation Commission, due to the expiration date of the term on November 25, 2009. 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 City Clerk's Office received three applications for this position. Applications were submitted by Dominique Beachem, Terrienne Dixon and Capri Jefferson. Dominique Beachem had already graduated from high school and, therefore, is not qualifying for this position.

The applicants were interviewed by the Parks and Community Services staff: Tony Hetherman, staff liaison to the Parks and Recreation Commission, and Joy Uribe, Senior Administrative Assistant; and Commissioner Chairperson Stuart Swan. Staff recommends that the City Council appoint Capri Jefferson to the Parks and Recreation Commission as a teenage member.

ALTERNATIVES

A teenage member on the Parks and Recreation Commission provides input on activities and programs for teenagers in and around the City. By not appointing a teen representative, contributions from the teenage population would be greatly reduced, which 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 appoint a teen member to the Parks and Recreation Commission.

NOTIFICATION

1. Posting of Notice of Opening
2. Publication of the agenda
3. Report and agenda mailed to the applicants

ATTACHMENTS

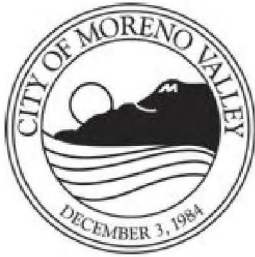
None

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>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: November 23, 2009

TITLE: PUBLIC MEETING 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 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.

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. Approving 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. **Accept public comments** regarding the mail ballot proceeding for Moreno Valley Disposal for approval of the NPDES maximum commercial/industrial regulatory rate. *By accepting public comment, the City complies with Proposition 218 state statutes for providing public comment.*
2. **Do not accept public comments** regarding the mail ballot proceeding for Moreno Valley Disposal for approval of the NPDES maximum commercial/industrial regulatory rate. *This alternative would be contrary to state statutes.*

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 support 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 comments regarding the mail ballot proceeding for Moreno Valley Disposal.

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 will be published again 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

-257-

Item No. G.3

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;



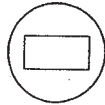
A dot or oval mark substantially inside a box;



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
Level I is levied on all parcels conditioned for the NPDES Rate Schedule.			
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

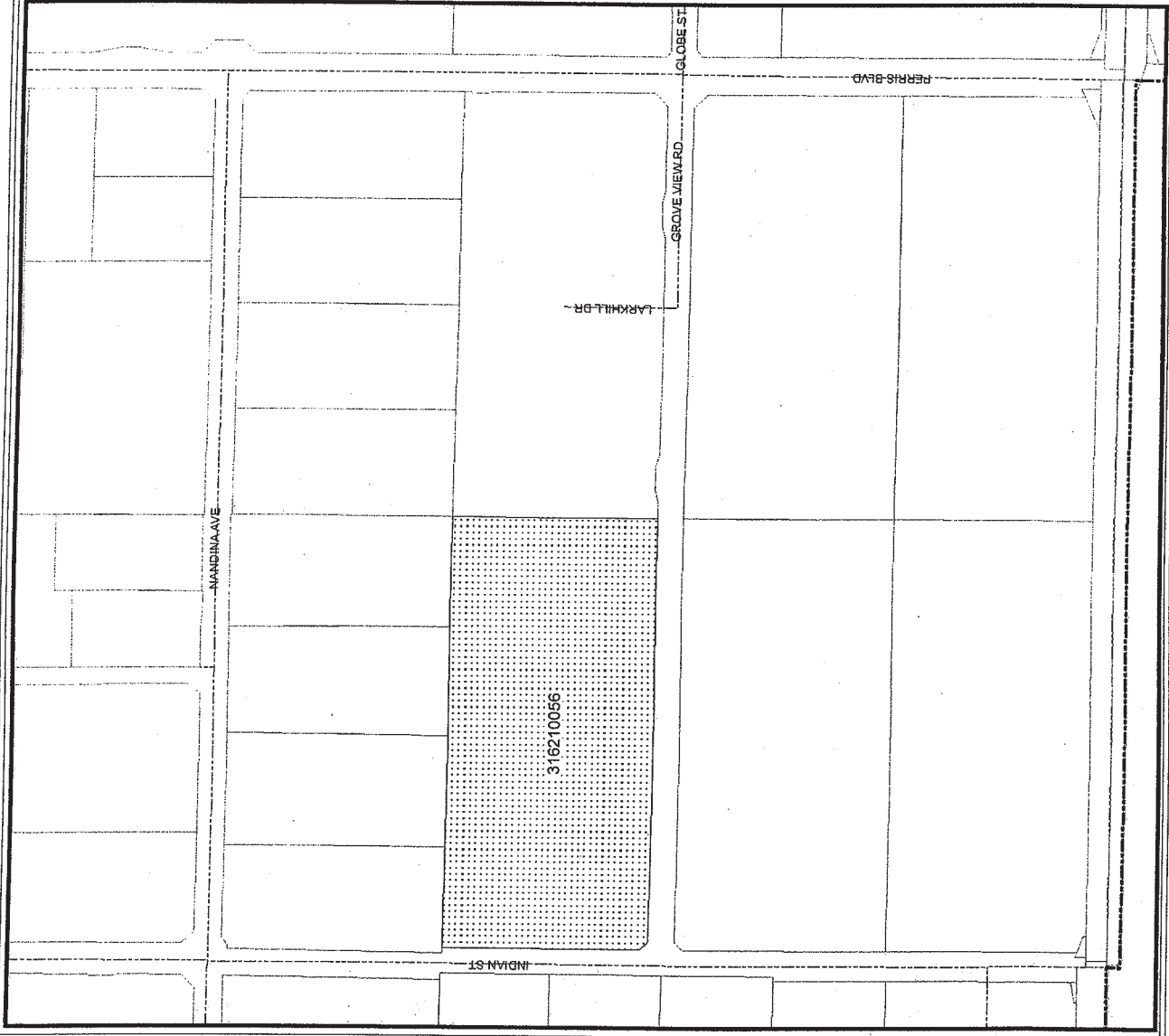
-  Median
-  Landscaped Areas
-  APN 316-210-056
-  Roads
-  Parcels
-  City Boundary

Map reflects all changes indicated on Riverside County Assessor Maps as of September 28, 2009.



G:\V\PSDA\Moreno Valley Disposal_PD8-135.mxd

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

W:\SpecialDist\jennifert\Ballots for FY 09.10\NPDES\Moreno Valley Disposal P08-135\date change of Public Meeting.doc

**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;



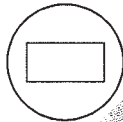
A dot or oval mark substantially inside a box;



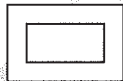
A completely shaded or filled mark substantially inside a box;



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.

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CITY MANAGER'S REPORT

**(Informational Oral Presentation only –
not for Council action)**

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