

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

**October 13, 2009**

**REGULAR MEETING – 6:30 P.M.**

**City Council Closed Session**

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

**City Council Study Sessions**

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

**City Council Meetings**

Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

*Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to the City Clerk's office at 951.413.3001 at least 48 hours before the meeting. The 48-hour notification will enable the City to make reasonable arrangements to ensure accessibility to this meeting.*

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

Richard A. Stewart, Mayor

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

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

**REGULAR MEETING - 6:30 PM  
OCTOBER 13, 2009**

**CALL TO ORDER**

(Joint Meeting of the City Council, Community Services District, Community Redevelopment Agency, and the Board of Library Trustees - actions taken at the Joint Meeting are those of the Agency indicated on each Agenda item)

**PLEDGE OF ALLEGIANCE**

**INVOCATION** - Pastor Rowland Nwosu, Imani Praise Fellowship

**ROLL CALL**

**INTRODUCTIONS**

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

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

**JOINT CONSENT CALENDARS (SECTIONS A-D)**

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



Agency or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

## **A. CONSENT CALENDAR-CITY COUNCIL**

### **A.1 ORDINANCES - READING BY TITLE ONLY**

**Recommendation:** Waive reading of all Ordinances.

### **A.2 PA04-0058 - APARTMENT COMPLEX - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF PERRIS BOULEVARD AND EUCALYPTUS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: PERRIS ISLE LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP, MERCED, CA 95348 (Report of: Public Works Department)**

**Recommendation:**

1. Adopt Resolution No. 2009-98 authorizing the acceptance of the public improvements within PA04-0058 as complete and accepting the portion of Perris Boulevard and Eucalyptus Avenue associated with the project into the City's maintained street system; and

**Resolution No. 2009-98**

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements As Complete Within PA04-0058, and Accepting the Portion of Perris Boulevard and Eucalyptus Avenue Associated with the Project into the City's Maintained Street System

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

### **A.3 APPROVE UTILITY AGREEMENT WITH SOUTHERN CALIFORNIA EDISON (SCE) FOR THE SR-60/NASON STREET INTERCHANGE IMPROVEMENTS PROJECT - PROJECT NO. 98-25897 (Report of: Public Works Department)**

**Recommendation:**

1. Authorize the City Manager to execute "Utility Agreement No. 08-UT-

21012" with Southern California Edison to relocate utilities for the SR-60/Nason Street Interchange Improvements project;

2. Authorize the issuance of a Purchase Order to SCE for \$200,000.00 for the SR-60/Nason Street Interchange Improvements project (Account No. 125.89720); and
3. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the Utility Agreement with SCE, subject to the approval of the City Attorney.

A.4 TRACT 32834 - PARTIALLY REDUCE FAITHFUL PERFORMANCE SECURITY AND ACCEPT THE PARTIAL PUBLIC IMPROVEMENTS AS COMPLETE - DEVELOPER: BEAZER HOMES HOLDINGS CORP., BREA, CA 92821 (Report of: Public Works Department)

**Recommendation:**

1. Accept the partial Public Improvements, as complete, but not into the City's maintained street system; and
2. Authorize the City Engineer to execute the partial reduction to the Faithful Performance security, exonerate the portion of the Material and Labor security associated with the completed improvements in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the portion of the 10% warranty Faithful Performance security associated with the completed improvements in one year when all clearances are received.

A.5 ADOPTION OF RESOLUTION AMENDING CONTINUITY OF GOVERNMENT RESOLUTION 2007-96 (Report of: Human Resources Department)

**Recommendation:**

Adopt Resolution No. 2009-99, amending Continuity of Government Resolution 2007-96.

Resolution No. 2009-99

A Resolution of the City Council of the City of Moreno Valley, California, Amending Continuity of Government Resolution 2007-96, Establishing Continuity of Government for Council Members

A.6 MINUTES - REGULAR MEETING OF SEPTEMBER 22, 2009 (Report of: City Clerk's Department)

**Recommendation:**

Approve as submitted.

- A.7 FIRST AMENDMENT OT THE AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF MORENO VALLEY AND THE COUNTY OF RIVERSIDE (Report of: Police Department)

**Recommendation:**

Adopt the First Amendment to the Agreement for Law Enforcement Services and authorize the Mayor to sign the document.

- A.8 ACCEPTANCE OF \$10,000 DONATION TO THE ANIMAL SERVICES DIVISION (Report of: Financial & Administrative Services Department)

**Recommendation:**

Accept a monetary donation in the amount of \$10,000 made to the City's Animal Services Division.

- A.9 RESOLUTION IN SUPPORT OF HR 2788 DESIGNATING A DISTINGUISHED FLYING CROSS NATIONAL MEMORIAL AT THE MARCH FIELD AIR MUSEUM (Report of: City Manager's Office)

**Recommendation:**

Adopt Resolution No. 2009-100 in support of House Resolution (H.R.) 2788 designating a Distinguished Flying Cross National Memorial at the March Field Air Museum.

Resolution No. 2009-100

A Resolution of the City Council of the City of Moreno Valley in Support of H.R. 2788 in the United States House of Representatives.

- A.10 LEASE AGREEMENT WITH AMERICAN MEDICAL RESPONSE FOR FIRE STATION USE (Report of : Fire Department)

**Recommendation:**

Approve the lease agreement with American Medical Response for use of Fire Station 91, College Park.

- A.11 REORGANIZATION OF SENIOR COMMUNITY CENTER BUDGETED POSITIONS (ITEM ALSO LISTED AS ITEM B.2) (Report of: Parks and Community Services Department)

**Recommendation:**

1. Authorize the appropriation of funding to include the addition of two part time career Recreation Leader positions to the City employee

roster for the Senior Community Center; and

2. Deletion of one full time Senior Customer Services Assistant (0410) from the City employee roster for the Senior Community Center.

A.12 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 September 16 – October 6, 2009.

**B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT**

B.1 ORDINANCES - READING BY TITLE ONLY

**Recommendation:** Waive reading of all Ordinances.

B.2 REORGANIZATION OF SENIOR COMMUNITY CENTER BUDGETED POSITIONS (ITEM ALSO LISTED AS ITEM A.11) (Report of: Parks and Community Services Department)

**Recommendation:**

1. Authorize the appropriation of funding to include the addition of two part time career Recreation Leader positions to the City employee roster for the Senior Community Center; and
2. Deletion of one full time Senior Customer Services Assistant (0410) from the City employee roster for the Senior Community Center.

B.3 MINUTES - REGULAR MEETING OF SEPTEMBER 22, 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 SEPTEMBER 22, 2009 (Report of: City Clerk's Department)

**Recommendation:**

Approve as submitted.

**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 SEPTEMBER 22, 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 RIVERSIDE COUNTY PUBLIC HEALTH H1N1 UPDATE (ORAL PRESENTATION BY DR. ERIC FRYKMAN, RIVERSIDE COUNTY HEALTH OFFICER)**

**G.2 WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS ENERGY EFFICIENCY AND WATER CONSERVATION PROGRAM (ORAL PRESENTATION BY RICK BISHOP, EXECUTIVE DIRECTOR)**

**G.3 APPOINTMENTS TO THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD AND THE RECREATIONAL TRAILS BOARD (Report of: City Clerk's Department)**

**Recommendation: That the City Council:**

1. Review the ballots for appointments to the Environmental and Historical Preservation Board and the Recreational Trails Board (to be provided by the City Clerk) and mark your choices where appropriate; or
2. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.



- G.4 A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE SALE OF THE SELLER'S PROPOSITION 1A RECEIVABLE FROM THE STATE; AND DIRECTING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH (Report of: Financial & Administrative Services Department)

**Recommendation: That the City Council:**

Adopt Resolution No. 2009-101 approving the form of and authorizing the execution and delivery of a Purchase and Sale Agreement and related documents with respect to the sale of the seller's Proposition 1A receivable from the State; and directing and authorizing certain other actions in connection therewith.

Resolution No. 2009-101

A Resolution Approving the Form of and Authorizing the Execution and Delivery of a Purchase and Sale Agreement and Related Documents with Respect to the Sale of the Seller's Proposition 1A Receivable from the State; and Directing and Authorizing Certain Other Actions in Connection Therewith

- G.5 SPORTS FIELDS UPDATE (Report of: Parks and Community Services Department)

**Recommendation: That the City Council:**

Review and discuss the sports fields issue and direct staff accordingly.

- G.6 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Council Member Robin N. Hastings on Western Riverside Council of Governments (WRCOG)

- G.7 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

**H. LEGISLATIVE ACTIONS**

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

- H.1 .1 ORDINANCE AMENDING CHAPTER 2.12 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING MODIFICATIONS TO THE TITLE OF THE FINANCE DEPARTMENT

AND FINANCE DIRECTOR (Report of: City Clerk's Department)

**Recommendation: That the City Council:**

Introduce Ordinance No. 801, amending Chapter 2.12 of the City of Moreno Valley Municipal Code regarding modifications to the title of the Finance Department and Finance Director. (Roll call required)

Ordinance No. 801

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Chapter 2.12 of the City of Moreno Valley Municipal Code Regarding Modifications to the Title of the Finance Department and Finance Director

H.2 ORDINANCES - 2ND READING AND ADOPTION

- H.2 .1 ORDINANCE NO. 796 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.12, FLOOD DAMAGE PREVENTION AND IMPLEMENTATION OF NATIONAL FLOOD INSURANCE PROGRAM (NFIP) (RECEIVED FIRST READING AND INTRODUCTION SEPTEMBER 22, 2009 ON A 4-0-1 VOTE, MAYOR STEWART ABSENT) Report of: Public Works Department)

**Recommendation: That the City Council:**

Adopt Ordinance No. 796, amending Title 8 of the City of Moreno Valley Municipal Code by repealing and reenacting Chapter 8.12, Flood Damage Prevention and Implementation of National Flood Insurance Program (NFIP).

Ordinance No. 796

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 8 of the City of Moreno Valley Municipal Code by Repealing and Reenacting Chapter 8.12, Flood Damage Prevention and Implementation of National Flood Insurance Program (NFIP)

- H.2 .2 ORDINANCE NO. 797 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING THE ADDITION OF THE NEW ZONING DISTRICT RESIDENTIAL 30 (R30), SEPARATING SINGLE-FAMILY

DEVELOPMENT STANDARDS FROM MULTIPLE-FAMILY DEVELOPMENT STANDARDS, DEFINING MINIMUM DENSITY STANDARDS AND DELETION OF REPETITIVE DEVELOPMENT GUIDELINES (RECEIVED FIRST READING AND INTRODUCTION SEPTEMBER 22, 2009 ON A 4-0-1 VOTE, MAYOR STEWART ABSENT) (Report of: Community Development Department)

**Recommendation: That the City Council:**

Adopt Ordinance No. 797 thereby approving PA08-0099, for creating the Residential 30 (R30) zoning district and amending various sections of Title 9 of the City of Moreno Valley Municipal Code.

Ordinance No. 797

An Ordinance of the City Council of the City of Moreno Valley, California, amending Title 9 of the City of Moreno Valley Municipal Code Regarding the addition of the New Zoning District Residential 30 (R30), separating Single-Family Development Standards from Multiple-Family Development Standards, Defining Minimum Density Standards and deletion of repetitive Development Guidelines

- H.2 .3 ORDINANCE NO. 798 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA09-0007 (CHANGE OF ZONE) TO CHANGE THE LAND USE DISTRICT FOR APPROXIMATELY 1.62 ACRES LOCATED AT 21652 COTTONWOOD (ASSESSOR PARCEL NUMBER 263-160-027) FROM THE BUSINESS PARK (BP) LAND USE DISTRICT TO THE RESIDENTIAL 15 (R15). (RECEIVED FIRST READING AND INTRODUCTION SEPTEMBER 22, 2009 ON A 4-0-1 VOTE, MAYOR STEWART ABSENT) (Report of: Community Development Department)

**Recommendation: That the City Council:**

Adopt Ordinance No. 798 approving a Zone Change (PA09-0007) from Business Park (BP) to Residential 15 (R15), based on the findings in the Ordinance, and the revised Zoning Atlas page as attached to the Ordinance as Exhibit A

Ordinance No. 798

An Ordinance of the City Council of the City of Moreno Valley, California, approving PA09-0007 (Change of Zone) to change the Land Use District for approximately 1.62 acres located at 21652 Cottonwood (Assessor Parcel Number 263-160-027) from the Business Park (BP) Land Use District to the

Residential 15 (R15)

- H.2 .4 ORDINANCE NO. 799 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DESIGNATING A CITY-WIDE RECOVERY ZONE (RECEIVED FIRST READING AND INTRODUCTION SEPTEMBER 22, 2009 ON A 4-0-1 VOTE, MAYOR STEWART ABSENT) (Report of: Economic Development Department)

**Recommendation: That the City Council:**

Adopt Ordinance No. 799 relating to the designation of a city-wide Recovery Zone for the City of Moreno Valley.

Ordinance No. 799

An Ordinance of the City Council of the City of Moreno Valley, California, Designating a City-Wide Recovery Zone

- H.2 .5 ORDINANCE NO. 800 - AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA AMENDING SECTION 12.20.020 OF CHAPTER 12.20 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO A PRIMA FACIE SPEED LIMIT FOR CERTAIN STREETS (FIRST READING AND INTRODUCTION SEPTEMBER 22, 2009 (ON A 4-0-1 VOTE, MAYOR STEWART ABSENT) (Report of: Public Works Department)

**Recommendation: That the City Council:**

Adopt Ordinance No. 800 of the City Council of the City of Moreno Valley, California, Amending Section 12.20.020 of Chapter 12.20 of the City of Moreno Valley Municipal Code Relating to a Prima Facie Speed Limit for Certain Streets

Ordinance No. 800

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 12.20.020 of Chapter 12.20 of the City of Moreno Valley Municipal Code Relating to a Prima Facie Speed Limit for Certain Streets

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

**PUBLIC COMMENTS ON ANY SUBJECT NOT ON THE AGENDA UNDER THE**

## **JURISDICTION OF THE CITY COUNCIL**

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

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

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



## **CLOSED SESSION**

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

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

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

The Closed Session will be held pursuant to Government Code:

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

Number of Cases: 2

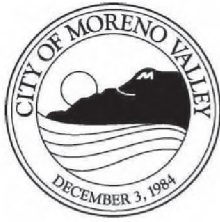
#### **2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION**

Number of Cases: 2

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

## **ADJOURNMENT**

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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** October 13, 2009

**TITLE:** PA04-0058 – APARTMENT COMPLEX – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF PERRIS BOULEVARD AND EUCALYPTUS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

DEVELOPER – PERRIS ISLE LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP  
3351 M STREET, #100  
MERCED, CA 95348

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2009-98 authorizing the acceptance of the public improvements within PA04-0058 as complete and accepting the portion of Perris Boulevard and Eucalyptus Avenue associated with the project into the City's maintained street system.
2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

## **ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable.

## **BACKGROUND**

PA04-0058 is a 189-unit senior housing apartment complex which was conditionally approved requiring construction of certain public improvements, including portions of Perris Boulevard and Eucalyptus Avenue along the project frontage. The public improvements included asphalt paving, curb, gutter, sidewalk, driveway approaches, wheelchair ramps, bus bay, landscaping, street lights, traffic signal modification, storm drain, and water facilities. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system.

## **DISCUSSION**

The improvements for the 189-unit senior housing apartment complex have been completed in accordance with the approved plans and the standards of the City of Moreno Valley and received a final inspection. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of \$985,000 issued by Bond Safeguard Insurance Company. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

## **ALTERNATIVES**

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements within PA04-0058 as complete and accepting the portion of Perris Boulevard and Eucalyptus Avenue associated with the project into the City's maintained street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements within PA04-0058 as complete and accepting the portion of Perris Boulevard and Eucalyptus Avenue associated with the project into the City's maintained street system. Do not authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*

### **FISCAL IMPACT**

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

### **CITY COUNCIL GOALS**

Not applicable

### **NOTIFICATION**

Publication of agenda

### **EXHIBITS**

Exhibit "A" - Vicinity Map

Exhibit "B" - Proposed Resolution



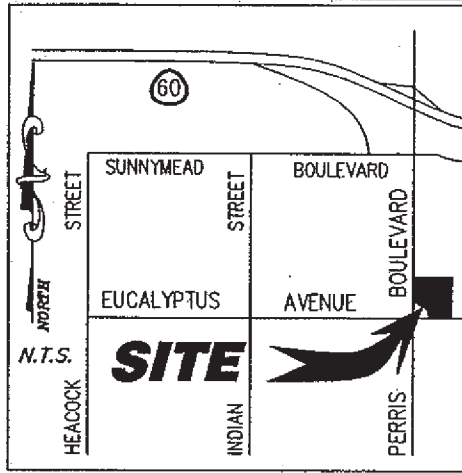
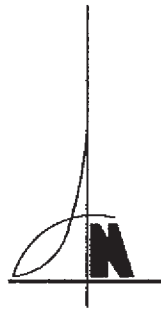
Prepared By  
Anitra N. Holt  
Management Analyst

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

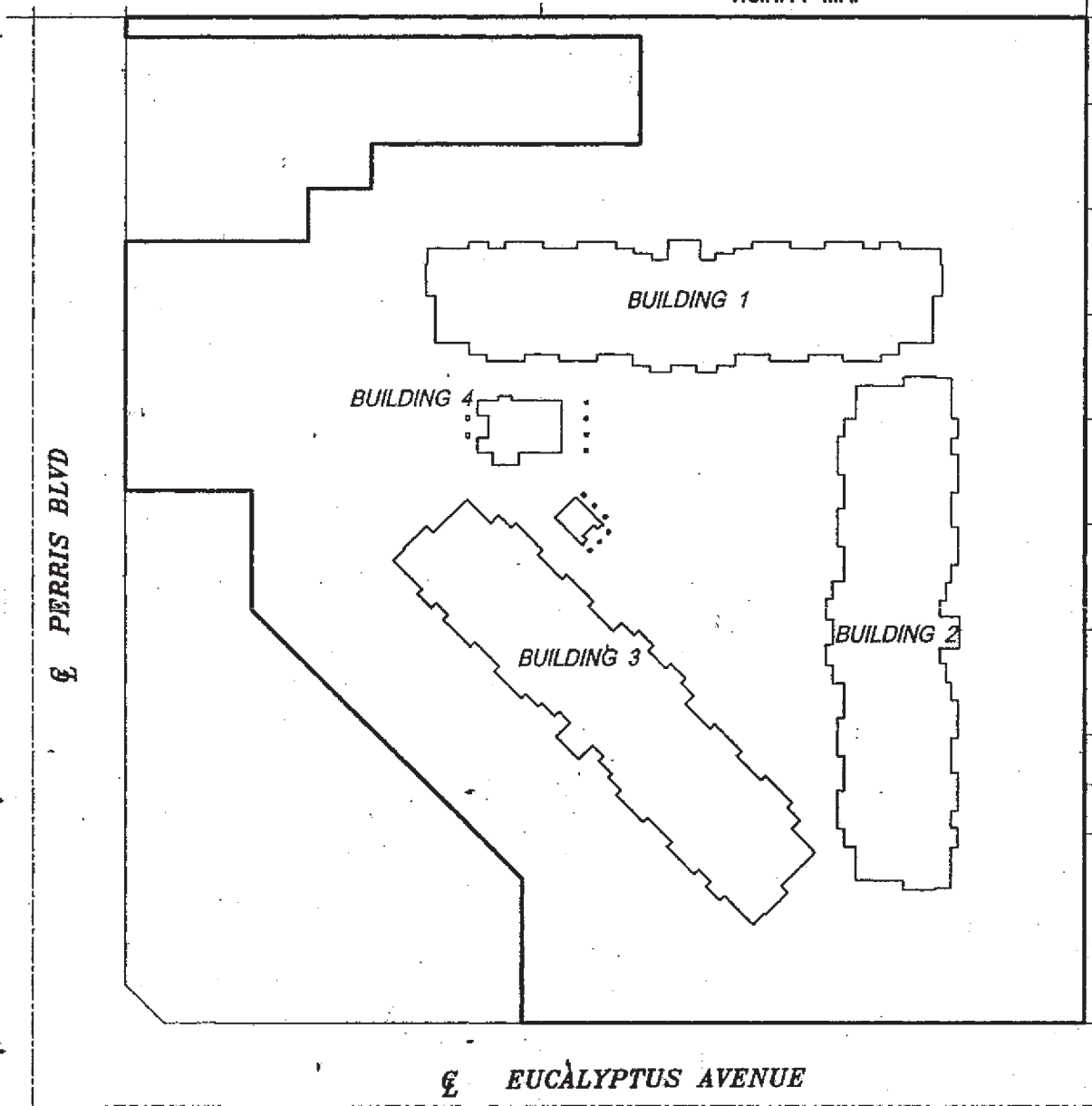
Concurred By  
Mark W. Sambito, P.E.  
Engineering Division Manager

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

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2009\10-13-09 PA04-0058 90% Bond Reduction.doc



VICINITY MAP



CITY OF MORENO VALLEY  
PUBLIC WORKS - LAND DEVELOPMENT

PA04-0058  
VICINITY MAP

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RESOLUTION NO. 2009-98

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE WITHIN PA04-0058, AND ACCEPTING THE PORTION OF PERRIS BOULEVARD AND EUCALYPTUS AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by Perris Isle Limited Partnership, a California Limited Partnership on the portion of Perris Boulevard and Eucalyptus Avenue associated with the project were constructed according to the approved plans on file with the City of Moreno Valley, and

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

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete within PA04-0058, and accept the portion of Perris Boulevard and Eucalyptus Avenue associated with the project into the City's maintained street system, and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moreno Valley that the public improvements within PA04-0058 are complete, and the portion of Perris Boulevard and Eucalyptus Avenue associated with the project are accepted into the City's maintained street system.

APPROVED AND ADOPTED this 13<sup>th</sup> day of October, 2009.

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

City Attorney

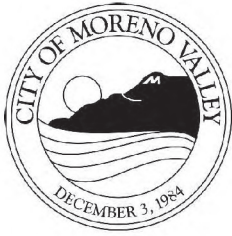
EXHIBIT "B"

RESOLUTION JURAT

[Clerk's office will prepare]

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





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

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** October 13, 2009

**TITLE:** APPROVE UTILITY AGREEMENT WITH SOUTHERN CALIFORNIA EDISON (SCE) FOR THE SR-60/NASON STREET INTERCHANGE IMPROVEMENTS PROJECT  
PROJECT NO. 98-25897

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Authorize the City Manager to execute "Utility Agreement No. 08-UT-21012" with Southern California Edison to relocate utilities for the SR-60/Nason Street Interchange Improvements project.
2. Authorize the issuance of a Purchase Order to SCE for \$200,000.00 for the SR-60/Nason Street Interchange Improvements project (Account No. 125.89720).
3. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the Utility Agreement with SCE, subject to the approval of the City Attorney.

### **BACKGROUND**

The overall purpose of the SR-60/Nason Street Interchange Improvements project is to improve the SR-60/Nason Street interchange ramps through reconstruction and realignment, while providing a design that will accommodate future ultimate bridge widening improvements needed to serve anticipated future traffic demand. The Nason Street design plans are complete and are undergoing final review by Caltrans.

Right-of-way acquisition for the project is currently under way. Various utilities must be relocated in order to obtain a required right-of-way certification from Caltrans.

Relocation plans for SCE, Eastern Municipal Water District (EMWD), and Verizon have been completed.

The City Council approved a Reimbursement Agreement for EMWD on March 10, 2009. On July 14, 2009, the City Council approved the "Agreement for Replacement of Overhead with Underground Distribution Facilities" (Rule 20B) with SCE.

Verizon and EMWD have completed their advance relocations. SCE's Rule 20B project began in late August 2009 and is expected to be completed by January 2010.

## **DISCUSSION**

As a prerequisite to advertising the SR-60/Nason Street Interchange Improvements project, the City must first follow Caltrans guidelines and procedures in order to certify the Right of Way. Caltrans requires the local agency (City) to enter into utility agreements in order to proceed with construction. "Utility Agreement No. 08-UT-21012" sets forth the City's responsibilities and the Utility Owner's (SCE) responsibilities, both in terms of scope and financial responsibility. The work covered by this utility agreement is for removal and installation of facilities supplemental to the Rule 20B project.

Caltrans has agreed to allow the City to advertise, award, and administer the project. Once the City obtains approval and funding authorization from Caltrans, the project can be advertised.

## **ALTERNATIVES**

1. Authorize the City Manager to execute "Utility Agreement No. 08-UT-21012" with Southern California Edison to relocate utilities for the SR-60/Nason Street Interchange Improvements project; authorize the issuance of a Purchase Order to SCE for \$200,000.00 for the SR-60/Nason Street Interchange Improvements project (Account No. 125.89720); and authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the Utility Agreement with SCE, subject to the approval of the City Attorney. *This alternative allows the City to complete the SR-60/Nason Street Interchange Improvements Project on schedule.*
2. Do not authorize the City Manager to execute "Utility Agreement No. 08-UT-21012" with Southern California Edison to relocate utilities for the SR-60/Nason Street Interchange Improvements project; do not authorize the issuance of a Purchase Order to SCE for \$200,000.00 for the SR-60/Nason Street Interchange Improvements project (Account No. 125.89720); and do not authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the Utility Agreement with SCE, subject to the approval of the City Attorney. *This alternative will delay the construction of needed utility relocations for the SR-60/Nason Street Interchange Improvements Project.*

**FISCAL IMPACT**

The Agreement requires the City to fund 100% of the construction cost for SCE's relocation due to the establishment of SCE's prior rights. SCE has provided an estimate of \$125,220 for the current work required, including removal of poles and overhead lines, removal of existing street lights, and installation of poles, overhead lines, and service pedestals. An estimated \$74,780 is requested for additional work anticipated to establish service connection points for irrigation, ramp metering, traffic signals, and lighting. Therefore, a Purchase Order in the amount of \$200,000 is recommended at this time in order to accommodate SCE work orders. The work will be performed during the interchange construction. The project is funded using federal funds, matching Measure "A" funds (Fund 125) and Transportation Uniform Mitigation Fee (TUMF) funds (Fund 415). There is no impact to the General Fund.

**FY 2009/2010 BUDGETED FUNDS**

TEA 21 Demonstration Funds (125.66929).....	\$4,500,000
STPL Discretionary Funds (125.67029).....	\$1,770,000
Measure "A" Funds (125.89720).....	\$3,744,000
TUMF (415.70429).....	\$1,000,000
<b>Total Available Funds .....</b>	<b>\$11,014,000</b>

**FY 2009/2010 ESTIMATED RELOCATION & CONSTRUCTION COSTS**

Estimated Interchange Construction Costs .....	\$ 7,540,000
Advance Utility Relocation – EMWD & SCE (Rule 20B).....	\$ 1,383,000
Utility Relocation - SCE.....	\$ 200,000
Remaining Interchange Right-of-Way Acquisition .....	\$ 1,891,000
<b>Total Estimated Costs.....</b>	<b>\$11,014,000</b>

**ANTICIPATED PROJECT SCHEDULE**

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

**CITY COUNCIL GOALS**

**PUBLIC SAFETY:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**POSITIVE ENVIRONMENT:**

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

**SUMMARY**

Utility Agreement No. 08-UT-21012 is required by Caltrans and sets forth the details of the City's and SCE's responsibilities pertaining to SCE's relocation activities within the Caltrans right-of-way for the proposed SR-60/Nason Street Interchange Improvements project.

**ATTACHMENTS**

Attachment "A" – Utility Agreement No. 08-UT-21012

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

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

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

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

W:\CapProj\CapProj\PROJECTS\Marge - 98-25897 Route 60-Nason Interchange\CC Reports\Caltrans SCE Utility Agreement Staff Report - 101309 (rev 2).doc

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Dist. 8	County RIV	Route SR-60	KP (P.M.) 29.1(18.1) / 30.4(18.9)	EA 323001
Federal Aid No.:		HP21STPL-0027 (012)		
Owner's File:		7777188_____		
FEDERAL PARTICIPATION: On the Project			<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
			On the Utilities	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**UTILITY AGREEMENT NO: 08-UT-21012**

**DATE:** \_\_\_\_\_

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

It is hereby mutually agreed that:

**I. WORK TO BE DONE**

In accordance with Notice to Owner No. 21012 dated August 14<sup>th</sup> 2009, OWNER shall relocate the existing overhead power lines and power poles in the vicinity of the project limit as depicted in the relocation plan and separate related work orders. All work shall be performed substantially in accordance with OWNER's Plan No. 7777188, dated March 18, 2009 consisting of twelve sheets, a copy of which is on file in the City Hall of the City of Moreno Valley at 14177 Frederick Street, Moreno Valley, CA 92552. Deviations from the OWNER's plan described above initiated by either the CITY or OWNER, shall be agreed upon by both parties hereto under a Revised Notice to Owner. Such Revised Notices to Owner, approved by the CITY and acknowledged by the OWNER, will constitute an approved revision of the OWNER's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the OWNER of the Revised Notice to Owner. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to Owner.

**II. LIABILITY FOR WORK**

The existing facilities described in Section I above will be relocated at CITY expense in accordance with Section 5 (A) of the Master Contract dated November 1<sup>st</sup>, 2004.

**III. PERFORMANCE OF WORK**

OWNER agrees to cause the herein described work to be performed by a contract with the lowest qualified bidder, selected pursuant to a valid competitive bidding procedure, and to furnish or cause to be furnished all necessary labor, materials, tools, and equipment required therefore, and to prosecute said work diligently to completion.



UTILITY AGREEMENT NO. <b>21012</b>
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Pursuant to Public Works Case No. 2001-059 determination by the California Department of Industrial Relations dated October 25, 2002, work performed by OWNER's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements. OWNER shall verify compliance with this requirement in the administration of its contracts referenced above.

#### **IV. PAYMENT FOR WORK**

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

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

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

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

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



UTILITY AGREEMENT NO.  
**21012**

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

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

**V. GENERAL CONDITION**

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

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

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

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

Upon completion of the work to be done by CITY in accordance with the above mentioned plans and specifications, the new facilities shall become the property of OWNER, and OWNER shall have the same rights in the new location that it had in the old location.

THE ESTIMATED COST TO CITY FOR ITS SHARE OF THE ABOVE-DESCRIBED WORK IS \$ 125,219.76.

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

CITY:

OWNER:

By \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
City Manager, City of Moreno Valley

APPROVAL RECOMMENDED:

By \_\_\_\_\_ Date \_\_\_\_\_ By \_\_\_\_\_ Date \_\_\_\_\_  
Public Works Director/City Engineer Utility Coordinator

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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** October 13, 2009

**TITLE:** TRACT 32834 – PARTIALLY REDUCE FAITHFUL PERFORMANCE SECURITY AND ACCEPT THE PARTIAL PUBLIC IMPROVEMENTS AS COMPLETE

DEVELOPER – BEAZER HOMES HOLDING CORP.  
1800 IMPERIAL HIGHWAY, SUITE 200  
BREA, CA 92821

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Accept the partial Public Improvements, as complete, but not into the City's maintained street system.
2. Authorize the City Engineer to execute the partial reduction to the Faithful Performance security, exonerate the portion of the Material and Labor security associated with the completed improvements in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the portion of the 10% warranty Faithful Performance security associated with the completed improvements in one year when all clearances are received.

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable.

## **BACKGROUND**

On March 14, 2006, the City Council approved Tract Map 32834 and accepted the Agreement for Public Improvements and security for the project. Accompanying the agreement was a Faithful Performance bond for \$10,682,000 and a Material and Labor bond for \$5,341,500 issued by Travelers Casualty and Surety Company of America. Beazer Homes Holding Corp. has requested a partial reduction to the Faithful Performance security for the public improvements that have been completed.

The public improvements included asphalt paving, curb, gutter, sidewalk, driveway approaches, landscaping, street lights, storm drain, water, and sewer. The park, trail, and staging area improvements included water quality basins, concrete walkways, picnic tables, public restroom, drinking fountains, tot-lots, barbeques, landscaping, and decomposed granite trail. These public improvements received ongoing inspection during the construction process. Upon completion of the improvements, Public Works/Land Development performed an inspection, and a punch list was generated. The punch list work remaining to be completed includes but is not limited to: final asphalt concrete pavement cap, final adjustment to grade for manholes and water valves, installation of sidewalk, driveway approaches, wheelchair ramps, mail boxes, monuments, and water meters.

As stated in the Subdivision Map Act (SMA), the City is able to retain an additional amount of security up to 200 percent of the cost estimate of the remaining work, (Section 66499.7.d), but in this case the City has determined that the hard and soft cost contingency should be a total of 65 percent. The City will also retain the appropriate amount for warranty purposes, and potential legal costs in addition to the amount estimated for the work remaining to be completed.

Partial reductions will only be considered when the remaining work does not exceed 20 percent of the total work required (SMA Section 66499.7.d). Lastly, a partial reduction does not necessarily deem the improvements accepted into the City's maintained street system unless noted in the recommended actions of this staff report. Therefore, the developer must continue to maintain the improvements until such time as the City accepts the improvements into the City's maintained street system (SMA Section 66499.7.d).

## **DISCUSSION**

Public Works, Land Development staff has identified that \$8,435,535 worth of public improvements have been completed in accordance with the approved plans and the standards of the City of Moreno Valley. It is therefore appropriate to accept those improvements as complete and to provide a partial reduction of \$8,435,535 to the Faithful Performance security. Ninety days after the partial Faithful Performance security reduction, the portion of the Material and Labor security associated with the completed improvements will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The portion of the 10% Faithful Performance security associated with the completed improvements will be held for the

one-year guarantee and warranty period. At the end of the guarantee and warranty period, the security will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

The remaining Faithful Performance Security, remaining Material and Labor bond, final warranty portion of the Faithful Performance bond and the remaining security held for hard cost contingency, soft cost contingency, and potential legal costs will be eligible for reduction once the project is 100% complete and is accepted by City Council. At that time the City will take over the maintenance of the project.

### **ALTERNATIVES**

1. Accept the partial Public Improvements, as complete, but not into the City's maintained street system. Authorize the City Engineer to execute the partial reduction to the Faithful Performance security, exonerate the portion of the Material and Labor security associated with the completed improvements in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the portion of the 10% warranty Faithful Performance security associated with the completed improvements in one year when all clearances are received. *The required partial improvements have been completed according to City of Moreno Valley standards.*
2. Do not accept the partial Public Improvements, as complete, but not into the City's maintained street system. Do not authorize the City Engineer to execute the partial reduction to the Faithful Performance security, exonerate the portion of the Material and Labor security associated with the completed improvements in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the portion of the 10% warranty Faithful Performance security associated with the completed improvements in one year when all clearances are received. *The required partial improvements have been completed according to City of Moreno Valley standards.*

### **FISCAL IMPACT**

Not applicable.

### **CITY COUNCIL GOALS**

Not applicable.

### **NOTIFICATION**

Publication of agenda.

### **EXHIBITS**

Exhibit "A" - Vicinity Map

Exhibit "B" - Faithful Performance Partial Bond Reduction Breakdown

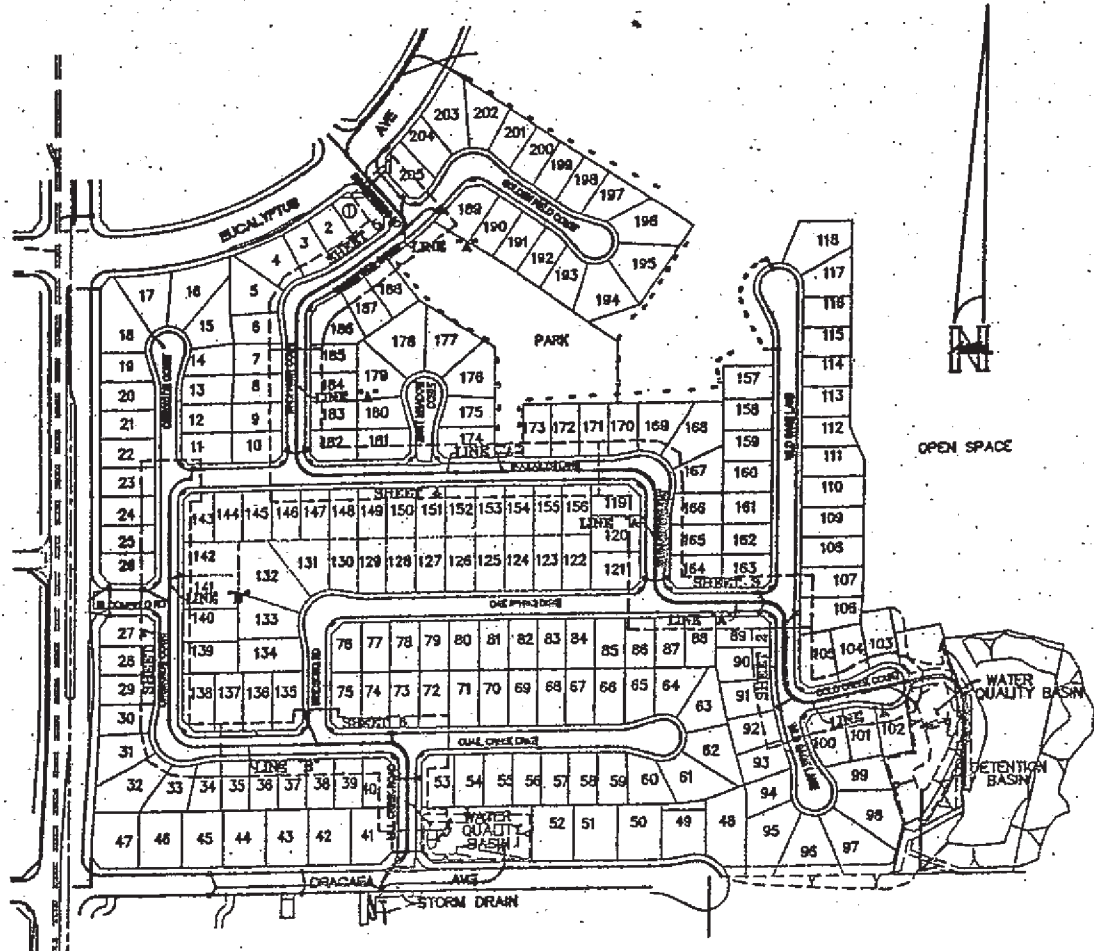
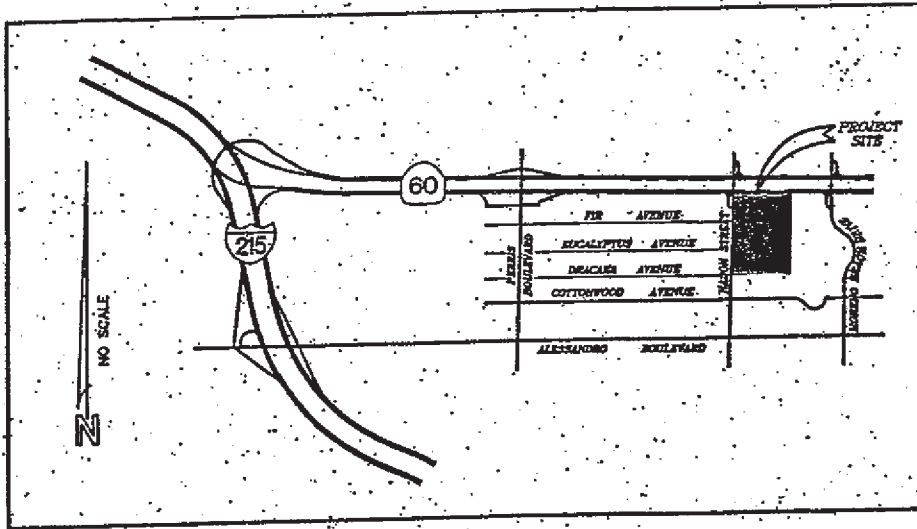
Prepared By  
Anitra N. Holt  
Management Analyst

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

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

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

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2009\10-13-09 Tract 32834 - Partial Security Reduction - Not Accepting Streets.doc



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

TRACT MAP 32834  
 VICINITY MAP

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**Tract 32834 - Faithful Performance Partial Bond Reduction Breakdown**

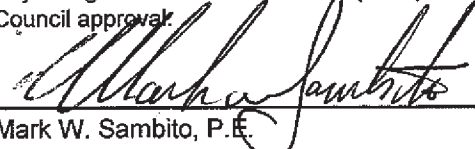
AC Cap	\$93,600
Slurry Seal (Based on \$150/Ton Type II)	\$71,405
Adjust M.H. to Grade	\$20,000
Adjust Water Valve to Grade	\$8,000
4" Thick Concrete Sidewalk per M.V. Std. No 210	\$140,084
Driveway Approach - 6"	\$190,554
Wheelchair Ramps	\$4,800
Mail Boxes	\$18,000
Monuments	\$1,400
Water Meters	\$45,045
Sub-total	\$592,888
Hard Cost Contingency (20%)	\$118,578
Soft Cost Contingency (45%)	\$266,800
Potential Legal Costs	\$200,000
10% Warranty (10% of total bond amount)	\$1,068,200
<b>Total</b>	<b>\$2,246,465</b>
Original bond amount	\$10,682,000
Amount Being Retained	\$2,246,465
<b>Amount Being Reduced</b>	<b>\$8,435,535</b>

**Notes:**

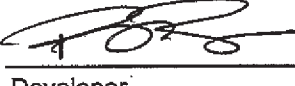
The following requirements will need to be met prior to processing the partial bond reduction: payment of the Partial Bond Reduction Fee, payment of any outstanding inspection, plan check fees, submittal of ADP fee receipt, and an active business license with the City of Moreno Valley.

(There will be requirements that must be met prior to the bond reduction at 100% completion. They may include, but are not limited to: additional payment of the Partial Bond Reduction Fee, EMWD Clearance, RCFC Clearance, submittal of center line street ties, submittal of letter from engineer/surveyor stating they have been paid for their services associated with the center line street ties, clearance from Parks & Community Services, payment of any outstanding fees, etc.

This bond reduction will not include acceptance of any streets associated with the project into the City's street maintained system and therefore the maintenance of the streets will remain the responsibility of the developer until such time as the City recognizes the streets are complete per City standard and accepted into the City's street maintained system via City Council approval.

 8/19/09  
 Mark W. Sambito, P.E.  
 Land Development - Engineering Division Manager

**Bryan Bergeron**  
**Development Manager**  
**Orange Division**

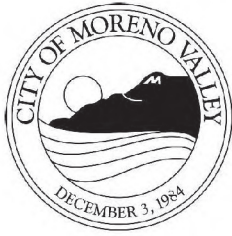
 8/2/09  
 Developer

**SIGN, DATE AND RETURN TO THE LAND DEVELOPMENT DIVISION, FAX (951) 413.3158.**

**EXHIBIT "B"**

W:\LandDev\MANAGEMENT ASSISTANT\Bonds\Bonds\Partial Security Reductions\TR 32834\TR 32834 - Partial Reduction Breakdown Worksheet\_2009\_07\_09.xls

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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Chris Paxton, Human Resources Director

**AGENDA DATE:** October 13, 2009

**TITLE:** ADOPTION OF RESOLUTION AMENDING CONTINUITY OF GOVERNMENT RESOLUTION 2007-96

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### **RECOMMENDED ACTION**

Staff recommends that the City Council adopt Resolution No. 2009-99, amending Continuity of Government Resolution 2007-96.

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

N/A

### **BACKGROUND**

On August 28, 2007, City Council adopted Resolution 2007-96 establishing Continuity of Government to preserve law and order and to continue or restore local services for the City of Moreno Valley in the event an emergency renders its officials unavailable to perform their duties. The 2007 Resolution specifically identifies up to three Standby Council Members for each City Council District. By doing this, a new resolution must be adopted each time new City Council Members are elected, as well as each time there is a change or addition of Standby Council Members.

The proposed amended Resolution would require City Council to provide the City Clerk's Office with a list of Standby Council Members for their specific district within three months of being elected to City Council. In addition, City Council would be required to provide the City Clerk's Office with any changes as soon as possible. The complete list of Standby Officers would remain on file with the City Clerk's Office.

## **DISCUSSION**

During an emergency, the City Council may proceed to reconstitute itself by filling vacancies until there are sufficient Council Members for the largest quorum required by law. Should only one member of the City Council be available, that one member shall have the power to reconstitute the City Council. If the Mayor is unavailable, the Mayor Pro Tem shall fill the position of Mayor. If the Mayor Pro Tem is unavailable, the Council Member having served the longest time in office shall fill that position until such time that the Mayor or Mayor Pro Tem is once again available. However, if both the Mayor and Mayor Pro Tem become permanently unable to perform their respective duties, the remaining City Council Members, at a special meeting after the occurrence of a vacancy, shall select successors to such offices.

The Standby Council Members shall take the oath of office required for the officer occupying the office for which he/she stands by and shall have the same authority and powers as the regular Council Members. Persons appointed as Standby Council Members shall serve in their posts until such time that a special meeting is held to select a successor to such office. Standby Council Members serve at the will of City Council and can be removed and replaced at any time with or without cause.

Persons appointed as Standby Council Members may be residents or officers of a political subdivision other than that to which they are appointed as standby officers. Persons may hold incompatible offices while temporarily serving as a Standby Council Member. An example of incompatible offices would be a City employee temporarily serving as a Standby Council Member for the jurisdiction for which he or she is employed. In 2004, the California Attorney General issued an opinion that the prohibition against holding incompatible offices does not cause the officer to forfeit his office by temporarily filling the standby office during a state of emergency. Based on these criteria, the proposed resolution reflects City Council's selection of Standby Council Members.

If all members of the governing body, including all Standby Council Members, are unavailable, temporary officers shall be appointed to serve until a regular member or a standby member becomes available or until the election or appointment of a new regular or standby member. Should this occur, per Section 8644 of the Government Code, temporary officers shall be appointed as follows: (a) by the chairman of the board of supervisors of the county in which the political subdivision is located if he/she is available; (b) by the chairman of the board of supervisors of any other county within 150 miles of the political subdivision, beginning with the nearest and most populated county and going to the farthest and least populated, if he/she is available; (c) by the mayor of any city within 150 miles of the political subdivision, beginning with the nearest and most populated city and going to the farthest and least populated.

By adopting the proposed amended Resolution, City Council will be required to provide the City Clerk's Office with a list of Standby Council Members for their specific district within three months of being elected to City Council. The City Council would also be

required to provide the City Clerk's Office with any changes as soon as possible. The complete list of Standby Officers would remain on file with the City Clerk's Office.

### **ALTERNATIVES**

1. Adopt the proposed amended Resolution requiring City Council to provide the City Clerk's Office with a list of Standby Council Members for their specific district within three months of being elected to City Council and also provide the City Clerk's Office with any changes as soon as possible. The complete list of Standby Officers would remain on file with the City Clerk's Office. **Staff recommends this alternative.**
2. Do not adopt the proposed amended Resolution. This alternative would require an amended Resolution each time there are additions and/or changes to Standby Officers.
3. Provide staff with further direction.

### **FISCAL IMPACT**

There is no fiscal impact associated with the recommended action.

### **CITY COUNCIL GOALS**

ENHANCE COMMUNITY 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 the citizens who live, work and visit the City of Moreno Valley.

### **NOTIFICATION**

Publication of the Council Agenda.

### **ATTACHMENTS/EXHIBITS**

Exhibit "A" - Proposed Resolution

Prepared By:  
LeAnn M. Coletta, CEM  
Emergency Operations and Volunteer Services  
Program Manager

Department Head Approval:  
Chris Paxton  
Human Resources Director

Concurred By:  
Betsy Adams  
Assistant City Manager

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



RESOLUTION NO. 2009-99

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING CONTINUITY OF GOVERNMENT RESOLUTION 2007-96, ESTABLISHING CONTINUITY OF GOVERNMENT FOR COUNCIL MEMBERS

WHEREAS, in order to preserve law and order and to continue or restore local services, it is essential that local units of government continue to function; and

WHEREAS, the preservation of local government in the event of enemy attack or a state of emergency or local emergency is a matter of statewide concern; and

WHEREAS, the interdependence of political subdivisions requires that, for their mutual preservation and for the protection of all the citizens of the State of California, all political subdivisions have the power to take the minimum precautions set forth in California Government Code §§8635-8644 (California Emergency Services Act, Article 15, Preservation of Local Government); and

WHEREAS, said statutes provide that local governments may designate alternates to act on Council Members' behalf if they are unavailable to attend meetings or otherwise perform their duties in the event of an emergency; and

WHEREAS, it is in the City's best interest that the City of Moreno Valley furnish a means by which the continued functioning of political subdivisions will be assured.

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

1. A Council Member is considered unavailable if he or she is killed, missing, or so seriously injured as to be unable to attend meetings or otherwise perform his or her duties. Any question as to whether a particular officer is unavailable shall be settled by the City Council or any remaining available Council Members (including Standby Council Members, when seated).

2. In the event of an Emergency, if the Mayor is unable to perform his or her duties, the Mayor Pro Tem shall fill the position of Mayor. If the Mayor Pro Tem is unavailable during an Emergency, the Council Member having served the longest time in office may fill that position. If both the Mayor and Mayor Pro Tem are unable to fill the position of Mayor during an Emergency, then the Council Member having served the longest time in office shall fill the position of Mayor until such time as the Mayor or Mayor Pro Tem are once again available. However, if both the Mayor and Mayor Pro Tem become permanently unable to perform their respective duties, the remaining City Council Members, at a special meeting after the occurrence of a vacancy created by the unavailability of the Mayor and/or Mayor Pro Tem shall select a successor to such office

pursuant to the selection procedures established by the Rules of Procedures for Council Meetings and Related Functions and Activities, as adopted by resolution of the City Council, and as amended from time to time.

3. To provide for the continuance of the legislative function of the City during an emergency, Resolution 2007-96 is amended to require that City Council members provide the City Clerk's Office with a list of Standby Council Members for their specific district within three months of being elected to City Council. In addition, City Council members are required to provide the City Clerk's Office with any changes as soon as possible when they occur. Standby Council Members shall be designated in descending order of succession.

4. Each Standby Council Member, when seated, shall take the oath of office required for the officer occupying the office for which he/she stands by. Persons appointed as Standby Council Members shall serve in their posts as Standby Council Members at the pleasure of the City Council appointing them and may be removed and replaced at any time with or without cause.

5. Each Standby Council Member shall have the following duties:

A. To inform himself or herself of the duties of the office for which the Standby Council Member stands by. Officers and employees of the City shall assist the Standby Council Member, and the City shall provide each Standby Council Member with a copy of this Resolution.

B. To keep informed of the business and affairs of the City to the extent necessary to enable the standby officer to fill his or her post competently. For this purpose, the City may arrange informational meetings and require attendance.

C. To immediately report himself or herself ready for duty in the event of an emergency at the place and in the method previously designated by the City.

D. To fill the post for which he or she has been appointed when the regular Council Member is unavailable during an emergency. Standby Council Members Nos. 2 and 3 shall substitute in succession for Standby Council Member No. 1 in the same way that Standby Council Member No. 1 is substituted in place of the regular Council Member. The Standby Council Member shall serve until the regular Council Member becomes available or until the election or appointment of a new regular Council Member. Before being appointed as a new regular Council Member, said person must have the approval of the remaining Council Members who were elected by their respective constituents.

6. During an emergency, the City Council shall:

A. Ascertain the damage to the City and its personnel and property. For this purpose, it shall have the power to issue subpoenas to compel the attendance of witnesses and the production of records.



B. Proceed to reconstitute itself by filling vacancies until there are sufficient Council Members to form the largest quorum required by law. Should only one member of the City Council be available, that one member shall have the power to reconstitute the City Council.

C. Proceed to reconstitute the City government by appointment of qualified persons to fill vacancies.

D. Proceed to perform its functions in the preservation of law and order and in the furnishing of local services.

7. Should all members of the City Council, including all Standby Council Members, be unavailable, temporary officers shall be appointed to serve until a regular member or a standby member becomes available or until the election or appointment of a new regular or standby Member. Temporary officers shall be appointed pursuant to the provisions of the California Emergency Services Act (Government Code §§8635-8644), as amended from time to time.

APPROVED AND ADOPTED this XX day of XXXX, 2009.

\_\_\_\_\_  
Richard A. Stewart, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

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

**MINUTES**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**September 22, 2009**

**CALL TO ORDER**

**SPECIAL PRESENTATIONS**

1. Community Health Charities of California - Corporate Excellence Award Recognizing the 2008 Employee Giving Campaign
2. Proclamation Recognizing Constitution Week - September 17 - 23, 2009
3. Recognition of Moreno Valley's Promise – Youth Leaders Making Change (YLMC)

**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  
September 22, 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 6:34 p.m. by Mayor Pro Tem Flickinger in the Council Chamber located at 14177 Frederick Street.

**PLEDGE OF ALLEGIANCE** – The Pledge of Allegiance was led by Council Member Batey.

**INVOCATION** - Bishop Randy Triplett, Victory Temple of Deliverance Ministries

**ROLL CALL**

Council:

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

Absent:

Richard A. Stewart	Mayor
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Staff:

Jane Halstead	City Clerk
Julienne Clay	Administrative Assistant
Steve Elam	Financial and Administrative Services Director
Robert Hansen	Interim City Attorney
Betsy Adams	Assistant City Manager
Rick Hartmann	Deputy City Manager
John Anderson	Police Chief
Chris Vogt	Public Works Director/City Engineer

Kyle Kollar  
Barry Foster  
Chris Paxton  
Becky Guillan  
Steve Kupsak

Community Development Director  
Economic Development Director  
Human Resources Director  
Library Services Division Manager  
Parks Maintenance Division Manager

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

Mayor Pro Tem Flickinger opened the agenda items for the Consent Calendars for public comments, which were received from Thomas Ruiz (Item A14) and Deanna Reeder (Items A14).

**A. CONSENT CALENDAR-CITY COUNCIL**

**A.1 ORDINANCES - READING BY TITLE ONLY**

**Recommendation:** Waive reading of all Ordinances.

**A.2 TRACT 32834 OFFSITE SUPPLEMENTAL FOR STONERIDGE TOWN CENTER PROJECT - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF NASON STREET, DRACAEA AVENUE, AND FIR AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: BEAZER HOMES HOLDING CORP., BREA, CA 92821 (Report of: Public Works Department)**

**Recommendation:**

1. Adopt Resolution No. 2009-86 authorizing the acceptance of the public improvements for Tract 32834 Offsite Supplemental for Stoneridge Town Center Project as complete and accepting the portion of Nason Street, Dracaea Avenue, and Fir Avenue associated with the project into the City's maintained street system; and

**Resolution No. 2009-86**

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements for Tract 32834 Off Site Supplemental for the Stoneridge Town Center Project as Complete and Accepting the Portion of Nason Street, Dracaea Avenue, and Fir Avenue Associated with the Project into the City's Maintained Street System

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

A.3 TRACT 32836 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE "BACKBONE" PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF NASON STREET, FIR AVENUE, EUCALYPTUS AVENUE, AND DRACAEA AVENUE INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: BEAZER HOMES HOLDING CORP., BREA, CA 92821 (Report of: Public Works Department)

**Recommendation:**

1. Adopt Resolution No. 2009-87 authorizing the acceptance of the "backbone" public improvements for Tract 32836 as complete and accepting the portion of Nason Street, Fir Avenue, Eucalyptus Avenue, and Dracaea Avenue into the City's maintained street system; and

Resolution No. 2009-87

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the "Backbone" Public Improvements for Tract 32836 as Complete and Accepting the Portion of Nason Street, Fir Avenue, Eucalyptus Avenue, and Dracaea Avenue Associated with the Project into the City's Maintained Street System

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

A.5 TRACT MAP 31269 STORM DRAIN – REDUCE FAITHFUL PERFORMANCE BOND OF THE STORM DRAIN IMPROVEMENTS AS COMPLETE AND ADOPT THE RESOLUTION ACCEPTING QUINCY CHANNEL IMPROVEMENTS INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: PINNACLE MORENO VALLEY 72, LLC, ALISO VIEJO, CA 92656 (Report of: Public Works Department)

**Recommendation:**

1. Accept the storm drain improvements within Tract Map 31269 as

complete but not into the City's maintained street system;

2. Accept the Quincy Channel improvements as complete and into the City's maintained street system;
3. Adopt Resolution No. 2009-88 authorizing the acceptance of Quincy Channel improvements into the city's maintained street system; and  
Resolution No. 2009-88

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 31269 - Storm Drain and Accepting the Portion of Quincy Channel Improvements Associated with the Project into the City's Maintained Street System

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

A.7 TRACT MAP 31424 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING WEXFORD AVENUE, TRACER COURT, STRAUSS LANE, ESSEN LANE, GALINO COURT AND PORTIONS OF EUCALYPTUS AVENUE AND DRACAEA AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: PINNACLE MORENO VALLEY 72, LLC, ALISO VIEJO, CA 92656 (Report of: Public Works Department)

**Recommendation:**

1. Adopt Resolution No. 2009-89 authorizing the acceptance of the public improvements within Tract Map 31424 as complete and accepting Wexford Avenue, Tracer Court, Strauss Lane, Essen Lane, Galino Court and portions of Eucalyptus Avenue and Dracaea Avenue associated with the project into the City's maintained street system; and

Resolution No. 2009-89

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Tract Map 31424 and Accepting Wexford Avenue, Tracer Court, Strauss Lane, Essen Lane, Galino Court and Portions of Eucalyptus Avenue and Dracaea Avenue Associated with the

Project into the City's Maintained Street System

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

- A.8 P08-146 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF SAN MICHELE ROAD ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: INDIAN AVENUE LLC, NEWPORT BEACH, CA 92660 (Report of: Public Works Department)

**Recommendation:**

1. Adopt Resolution No. 2009-90 authorizing the acceptance of the public improvements within P08-146 as complete and accepting the portion of San Michele Road associated with the project into the City's maintained street system; and

Resolution No. 2009-90

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within P08-146 and Accepting the Portion of San Michele Road Associated with the Project into the City's Maintained Street System

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

- A.9 RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT JOINT COMMUNITY FACILITIES AGREEMENT PERTAINING TO COMMUNITY FACILITIES DISTRICT NO. 7 ( Report of: Public Works Department)

**Recommendation:**

Approve and adopt Resolution No. 2009-91; a Resolution of the City Council of the City of Moreno Valley, California, approving the form of the Joint Community Facilities Agreement by and among the City of Moreno Valley and the Riverside County Flood Control and Water Conservation



District, FR/CAL Moreno Valley, LLC, First Industrial, LP, and FR/CAL Indian Avenue, LLC pertaining to Community Facilities District No. 7.

Resolution No. 2009-91

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Form of the Joint Community Facilities Agreement By and Among the City Of Moreno Valley and the Riverside County Flood Control and Water Conservation District, FR/CAL Moreno Valley, LLC, First Industrial, LP, and FR/CAL Indian Avenue, LLC, Pertaining To Community Facilities District No. 7

- A.10 APPROVAL OF CHECK REGISTER FOR JULY, 2009 (Report of: Financial & Administrative Services Department)

**Recommendation:**

Adopt Resolution No. 2009-92, approving the Check Register for the month of July, 2009 in the amount of \$24,334,280.12.

Resolution No. 2009-92

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

- A.11 ADOPT A MITIGATED NEGATIVE DECLARATION (MND) FOR THE STREET IMPROVEMENTS FOR HEACOCK STREET FROM HEMLOCK AVENUE TO IRONWOOD AVENUE - PROJECT NO. 08-41678827 (Report of: Public Works Department)

**Recommendation:**

Adopt a Mitigated Negative Declaration (MND) for the street improvements for Heacock Street from Hemlock Avenue to Ironwood Avenue, Project No. 08-41678827, in that mitigation measures included in the Initial Study and ultimately incorporated into the project specifications will reduce all potential environmental impacts to an acceptable level.

- A.12 PARTICIPATION IN THE RIVERSIDE COUNTY MORTGAGE CREDIT CERTIFICATE PROGRAM (Report of: Economic Development Department)

**Recommendation:**

Adopt Resolution 2009-93 authorizing the City's participation in Riverside County's Mortgage Credit Certificate Program.

Resolution No. 2009-93

A Resolution of the City Council of the City of Moreno Valley, California Approving Participation in the Riverside County Mortgage Credit Certificate

(MCC) Program

A.13 CERTIFICATES OF ACCEPTANCE AND NEIGHBORHOOD STABILIZATION PROGRAM (NSP) DEVELOPMENT PARTNER AFFORDABLE HOUSING AGREEMENTS (Report of: Economic Development Department)

**Recommendation:**

1. Adopt Resolution 2009-94 authorizing the City Manager to execute Certificates of Acceptance for properties acquired through the Neighborhood Stabilization Program;

Resolution No. 2009-94

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the City Manager to Accept and Consent to Deeds or Grants for Residential Properties Acquired Through the Neighborhood Stabilization Program

2. Authorize the City Clerk to record the Certificates of Acceptance and other related NSP Documents;
3. Authorize the City Manager to prepare, approve, and execute NSP Development Partner Affordable Housing Agreements (subject to approval as to form by Special Counsel), and execute other NSP related documents; and
4. Authorize Financial & Administrative Services Director to fund payment for properties acquired through the NSP Program.

A.14 RESOLUTION AMENDING RESOLUTION NO. 2007-43 BY TEMPORARILY REDUCING RESIDENTIAL SINGLE-FAMILY AND RESIDENTIAL AFFORDABLE SINGLE-FAMILY DEVELOPMENT IMPACT FEES (Report of: Economic Development Department)

**Recommendation:**

Adopt Resolution 2009-95, amending Resolution No. 2007-43, by temporarily reducing residential single-family and residential affordable single-family development impact fees by fifty percent, with the opportunity to consider a possible one year renewal.

Resolution No. 2009-95

A Resolution of the City Council of the City of Moreno Valley, California, Amending Resolution No. 2007-43 Regarding the Fee Structures for Residential Single-Family and Residential Affordable Single-Family

Development Impact Fees

- A.15 MINUTES - REGULAR MEETING OF SEPTEMBER 8, 2009 (Report of: City Clerk's Department)

**Recommendation:**  
Approve as submitted.

- A.16 MINUTES - SPECIAL MEETING OF SEPTEMBER 1, 2009 (Report of: City Clerk's Department)

**Recommendation:**  
Approve as submitted.

- A.17 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 September 2-15, 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 SEPTEMBER 8, 2009 (Report of: City Clerk's Department)

**Recommendation:**  
Approve as submitted.

- B.3 MINUTES - SPECIAL MEETING OF SEPTEMBER 1, 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 SEPTEMBER 8, 2009 (Report of: City Clerk's Department)

**Recommendation:**  
Approve as submitted.

- C.3 MINUTES - SPECIAL MEETING OF SEPTEMBER 1, 2009 (Report of: City Clerk's Department)

**Recommendation:**  
Approve as submitted.

**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 SEPTEMBER 8, 2009 (Report of: City Clerk's Department)

**Recommendation:**  
Approve as submitted.

- D.3 MINUTES - SPECIAL MEETING OF SEPTEMBER 1, 2009 (Report of: City Clerk's Department)

**Recommendation:**  
Approve as submitted.

**Motion to Approve Joint Consent Calendar Items A1-D3 except Item A4 and A6, which were pulled for separate discussion/action. Motion by m/Council Member William H. Batey II, s/Council Member Hastings Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.**

**E. PUBLIC HEARINGS**

- E.1 A PUBLIC HEARING REGARDING PA09-0018 (GENERAL PLAN AMENDMENT) AND PA08-0099 (MUNICIPAL CODE AMENDMENT), A PROPOSAL TO ADD A NEW ZONING DESIGNATION TO THE GENERAL PLAN CREATING THE RESIDENTIAL 30 (R30) ZONING DISTRICT AND AMEND A RANGE OF ZONING REGULATIONS CONTAINED IN TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING MULTIPLE FAMILY DEVELOPMENT STANDARDS (Report of: Community Development Department)

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

**Recommendation: That the City Council:**

1. Find that PA09-0018 (General Plan Amendment) and PA08-0099 (Municipal Code Amendment) are exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 as defined by Section 15378 of the CEQA Guidelines;

**Motion to Approve PA08-0018 (Municipal Code Amendment) is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 as defined by Section 15378 of the CEQA Guidelines: by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II**

**Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.**

**Motion amended to include: PA08-0099 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 as defined by Section 15378 of the CEQA Guidelines. Motion by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II**

**Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.**

2. APPROVE Resolution No. 2009-96 approving PA09-0018, for creating the Residential 30 (R30) zoning district and amending Chapter 9 of the General Plan based on the findings in the Resolution and attached to the Resolution as Exhibit A; and

Resolution No. 2009-96

A Resolution of the City Council of the City of Moreno Valley, California, Approving an Amendment to the General Plan for the addition of the Residential 30 (R30) Zoning District (PA09-0018)

**Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II**

**Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.**

3. Introduce Ordinance No. 797 thereby approving PA08-0099, for creating the Residential 30 (R30) zoning district and amending various sections of Title 9 of the City of Moreno Valley Municipal Code.

Ordinance No. 797

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 9 of the City of Moreno Valley Municipal Code regarding the addition of the new Zoning District Residential 30 (R30), separating single-family development standards from Multiple-Family Development Standards, defining Minimum Density Standards

and deletion of repetitive Development Guidelines

**Motion to Approve by m/Council Member Hastings, s/Council Member Batey II**

**Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.**

- E.2 A PUBLIC HEARING REGARDING PA09-0009 (GENERAL PLAN AMENDMENT) AND PA09-0007 (CHANGE OF ZONE), A PROPOSAL TO CHANGE THE LAND USE FROM BUSINESS PARK (BP) TO RESIDENTIAL/OFFICE (R/O). THE CHANGE OF ZONE WILL CHANGE THE ZONING FROM BUSINESS PARK (BP) TO RESIDENTIAL 15 (R15). THE PARCEL HAS AN EXISTING SINGLE FAMILY RESIDENCE AND A MULTIPLE FAMILY DUPLEX (Report of: Community Development Department)

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

**Recommendation: That the City Council:**

1. ADOPT a Negative Declaration for applications PA09-0009 (General Plan Amendment) and PA09-0007 (Change of Zone). The projects, individually and cumulatively, will not result in a significant effect on the environment;

**Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings**

**Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.**

2. APPROVE Resolution No. 2009-97 approving PA09-0009, thereby establishing General Plan Land Use Map designations for certain properties as described in the Resolution, and the revised General Plan Maps as attached to the Resolution as Exhibit A; and

Resolution No. 2009-97

A Resolution of the City Council of the City of Moreno Valley, California, Approving an Amendment to the General Plan Land Use Element (PA09-0009) to change the Land Use Designation from Business Park (BP) to Residential/Office (R/O) for the approximately 1.62 acres located within Assessor's Parcel Number 263-160-027, located at 21652 Cottonwood

**Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings**

**Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.**

3. INTRODUCE Ordinance No. 798 approving a Zone Change (PA09-0007) from Business Park (BP) to Residential 15 (R15), based on the findings in the Ordinance, and the revised Zoning Atlas page as attached to the ordinance as Exhibit A.

Ordinance No. 798

An Ordinance of the City Council of the City of Moreno Valley, California, Approving PA09-0007 (Change of Zone) to change the Land Use District for approximately 1.62 acres located at 21652 Cottonwood (Assessor Parcel Number 263-160-027) from the Business Park (BP) Land Use District to the Residential 15 (R15)

**Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings**  
**Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.**

- E.3 A PUBLIC HEARING REGARDING THE DESIGNATION OF A CITY-WIDE RECOVERY ZONE (Report of: Economic Development Department)

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

**Recommendation: That the City Council:**

Introduce Ordinance No. 799 relating to the designation of a city-wide Recovery Zone for the City of Moreno Valley.

Ordinance No. 799

An Ordinance of the City Council of the City of Moreno Valley, California, Designating a City-Wide Recovery Zone

**Motion to Approve by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings**  
**Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.**

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

Mayor Pro Tem Flickinger opened the agenda item for public comments, which were received from Pete Bleckert (A.6).

- A.4 LEASE AGREEMENT WITH AMERICAN MEDICAL RESPONSE FOR FIRE STATION USE (Report of : Fire Department)



**Recommendation:**

Approve the lease agreement with American Medical Response for use of Fire Station 91, College Park.

**Motion to continue item to October 13, 2009 City Council Meeting, Motion by m/Council Member William H. Batey II, s/Council Member Robin N. Hastings**

**Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.**

- A.6 THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH VALI COOPER AND ASSOCIATES, INC. (Report of: Public Works Department)

**Recommendation:**

1. Approve the "Third Amendment to Agreement for Professional Consultant Services" with Vali Cooper and Associates, Inc. (Vali Cooper), 3900 Market Street, Suite 250, Riverside, CA 92501 to provide Professional Consultant Services;
2. Authorize the City Manager to execute said "Third Amendment to Agreement for Professional Consultant Services" with Vali Cooper; and
3. Authorize an increase in the purchase order to Vali Cooper in the amount of \$275,000 when "Third Amendment to Agreement for Professional Consultant Services" has been signed by all parties.

**Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member William H. Batey II**

**Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.**

**G. REPORTS**

- G.1 ORDINANCE DESIGNATING SPEED LIMIT CERTIFICATION ON VARIOUS STREETS (Report of: Public Works Department)

Mayor Pro Tem Flickinger opened the public testimony portion of the public hearing; there being none, public comments were closed.

**Recommendation: That the City Council:**

1. Receive and file this report.
2. Introduce Ordinance No. 800, amending Section 12.20.020 of Chapter 12.20 of the City of Moreno Valley Municipal Code declaring prima facie speed limits on certain streets (as listed on the



ordinance). (Roll call required)

Ordinance No. 800

An Ordinance of the City Council of the City Of Moreno Valley, California, Amending Section 12.20.020 of Chapter 12.20 of the City of Moreno Valley Municipal Code Relating to a Prima Facie Speed Limit for Certain Streets

**Motion to Approve by m/Council Member William H. Batey II, s/Council Member Jesse L. Molina**  
**Approved by a vote of 4-0-1, Mayor Richard A. Stewart absent.**

G.2 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)

a) Report by Council Member Robin N. Hastings on Western Riverside Council of Governments (WRCOG)

Council Member Hastings reported that WRCOG had approved a Nexus study on the TUMF fee. Council Member Hastings will be participating in a planning workshop in October; also will be traveling to Washington, D.C. regarding AB 811 and is hoping to obtain funding.

b) Report by Council Member William H. Batey II on Riverside County Habitat Conservation Agency (RCHCA)

Council Member Batey reported that the RCHCA had received a \$206,000 grant to help with the management of the Stephens' Kangaroo Rats. A staff biologist has been trapping and relocating kangaroo rats to less populated areas. The project is starting its second year.

G.3 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

Assistant City Manager Betsy Adams reported the following:

- 1) Animal Services received \$10,000 from an anonymous donor. Monies would be used to purchase equipment and provide veterinarian care.
- 2) The Foreclosure Prevention Workshop on September 12 had 185 attendees from 96 different households; 84 met with mortgage lenders. The next foreclosure prevention workshop will be held September 28 at 6:30 p.m. at Bethune Elementary School.

## H. LEGISLATIVE ACTIONS

### H.1 ORDINANCES - 1ST READING AND INTRODUCTION

- H.1 .1 INTRODUCTION OF ORDINANCE NO. 796 AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.12, FLOOD DAMAGE PREVENTION AND IMPLEMENTATION OF NATIONAL FLOOD INSURANCE PROGRAM (NFIP) (Report of: Public Works Department)

**Recommendation: That the City Council:**

Introduce Ordinance No. 796, amending Title 8 of the City of Moreno Valley Municipal Code by repealing and reenacting Chapter 8.12, Flood Damage Prevention and Implementation of National Flood Insurance Program (NFIP).

Ordinance No. 796

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Title 8 of the City of Moreno Valley Municipal Code by Repealing and Reenacting Chapter 8.12, Flood Damage Prevention and Implementation of National Flood Insurance Program (NFIP)

Mayor Pro Tem Flickinger 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 Jesse L. Molina**  
**Approved by a vote of 4-0-1, Richard A. Stewart absent.**

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

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Ezri Vargas

- 1) Sports field allocation

Raul Wilson

- 1) Soccer fields

David Delgado

- 1) Soccer field concerns

Sharon Moore-Duncan

- 1) Soccer fields

Dan Burns

- 1) Soccer fields

Darryl Terrel

- 1) Create jobs in Moreno Valley

Francisco Cueves

- 1) Soccer fields

Deanna Reader

- 1) Collect development fees to build parks
- 2) Consent Calendar priorities

Pete Bleckert

- 1) Ironwood improvements
- 2) Flood control
- 3) Jordon property

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

Council Member William H. Batey II

- 1) Directed Parks and Community Services staff to look at the process for assigning soccer fields. Staff is working to build new soccer fields. Asked Council to help expedite the process. Stated that it has been a problem and everyone is trying to work to resolve issues and conflicts and ensure the safety of the community.

2) Cautioned the public to check their brush clearance, as the Santa Ana winds would be starting. Three or four new fires had broken out today.

3) October is Fire Prevention month.

Council Member Robin N. Hastings

1) Understands the public's concern with lack of soccer fields. The City has four parks on the east end of Moreno Valley, and that did not include the equestrian park. She is very concerned with a reallocation after fields have been assigned, would like staff to look into that and report back. Council Member Hastings stated that part of the general fund goes to the maintenance of parks. Money hasn't been raised in over 20 years, and funds are being used for basic maintenance. Also directed staff to look into the cost of portable lights.

2) Expressed her appreciation of an anonymous donation to Animal Services. More animals are being turned in or abandoned because of the economy. The money donated will go a long way.

3) Thanked Mayor Pro Tem, Bonnie Flickinger, for doing a fantastic job in Mayor Stewart's absence.

Council Member Jesse L. Molina

1) Twenty years ago football was practiced and shared with soccer teams at Cottonwood Park. Population has grown so much and there is a need for more parks.

2) Attended a meeting with Parks and Community Services Director Mike McCarty regarding park allocations. Reiterated the need for more parks in the City. Will ask staff to look at alternate locations to see if some of the sponsors would plant grass and utilize parks for sports practice. Advised the public speakers that their voices are being heard.

Mayor Pro Tem Bonnie Flickinger

1) Supported Council Member Hasting's suggestion on how the fields are being allocated and asked what the status of portable lights is. Inquired what the alternatives of solving the problem of not having enough fields are.

2) Construction of the Oakwood Apartments was temporarily suspended, which makes it unsafe for children to walk to the Armada School campus. Public Works has provided a safe alternative. Construction will be resumed on the Oakwood Apartment.

- 3) The City's Patriot Park in Warner Ranch would soon be constructed within a few months.
- 4) The Foreclosure Prevention Workshop is scheduled for Monday at Bethune Elementary school.
- 5) POW/MIA ceremony was held at March Air Reserve Base. A full section of seats were occupied by POW.
- 6) The Moreno Valley Chamber of Commerce's Military Affairs Committee is holding a flapjack fundraiser at Applebee's on Sunday, September 27. Tickets are \$10.
- 7) ARTober Fest is scheduled for Saturday, October 3 at the Conference and Recreation Center, and it is free to attend.
- 8) A 25<sup>th</sup> Birthday celebration will be held around December 3. There is enough funding left from the 21<sup>st</sup> Birthday celebration; therefore, it will not be at taxpayer's expense.

**CLOSED SESSION** – canceled

## **ADJOURNMENT**

There being no further business to conduct, the meeting was adjourned at 8:26 p.m. by unanimous informal consent.

Submitted by:

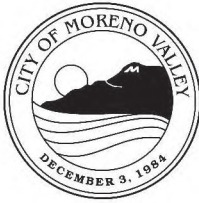
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Jane Halstead, City Clerk, CMC  
Secretary, Moreno Valley Community Services District  
Secretary, Community Redevelopment Agency of the City of Moreno Valley  
Secretary, Board of Library Trustees

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



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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** John Anderson, Chief of Police

**AGENDA DATE:** October 13, 2009

**TITLE:** FIRST AMENDMENT TO THE AGREEMENT FOR LAW ENFORCEMENT SERVICES BETWEEN THE CITY OF MORENO VALLEY AND THE COUNTY OF RIVERSIDE

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council adopt the First Amendment to the Agreement for Law Enforcement Services and authorize the Mayor to sign the document.

### **ADVISORY COMMITTEE RECOMMENDATION**

On June 22, 2008, the Public Safety Subcommittee considered several Police Department cost reduction options presented by staff. The subcommittee recommended de-funding three vacant patrol officer positions and the West County Narcotics Task Force officer position for a projected savings of \$811,069.

### **SUMMARY**

On June 30, 2009 during a regular public meeting of the Moreno Valley City Council, Council Members voted to adopt the FY 09-10 budget. That budget included a reduction in allocated Police contract positions and service hours.

### **BACKGROUND**

The original agreement with Riverside County Sheriff for law enforcement services was executed in 1985. A new agreement for law enforcement services was adopted on December 8, 1998 and became effective on January 1, 1999. The next most recent five-year agreement for law enforcement services was approved on October 7, 2003 and expired on June 30, 2008. A new agreement for law enforcement services was



approved on December 16, 2008, with a retroactive effective date of July 01, 2008. The agreement is effective from July 01, 2008 through June 30, 2013.

Amendments are the method used to reflect changes in the allocated contract positions, changes in the average service hours, to add positions, and to reflect changes in contract language. The attached First Amendment reflects a change in the allocated contract positions, changes in the average service hours, and the deletion of positions.

### **DISCUSSION**

On June 30, 2009, during the FY 09-10 budget approval process, the City Council approved the reduction of three vacant patrol officer positions and the West County Narcotics Task Force officer position. This action represents a reduction of approximately 15 service hours per day. Prior to the reduction, the contract called for 600 service hours per day. The First Amendment reduces that daily number to 585 hours per day. In addition to the reduced service hours, MVPD no longer has a representative on the West County Narcotics Task Force.

### **ALTERNATIVES**

The following alternatives are available for Council consideration:

1. Adopt the First Amendment to the Agreement for Law Enforcement Services, and authorize the Mayor to sign the agreement.
2. Elect not to adopt the First Amendment to the Agreement for Law Enforcement Services at this time, and provide further direction to staff.

### **FISCAL IMPACT**

During the FY 09-10 budget approval process, council approved the reduction of four positions effective July 01, 2009, as follows:

<u>Positions/Equipment</u>	<u>Savings</u>
Salary and benefits for three patrol officers	\$660,825
Salary and benefits for one task force officer	\$120,244
Cancel replacement of task force vehicle	<u>\$ 30,000</u>
	\$811,069



**CITY COUNCIL GOALS**

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

**STAFF RECOMMENDATION**

Staff recommends that the City Council adopt the First Amendment to the Agreement for Law Enforcement Services and authorize the Mayor to sign the document.

**NOTIFICATION**

None other than those already identified in the body of this report.

**ATTACHMENTS/EXHIBITS**

- A. First Amendment to the Agreement for Law Enforcement Services between the City of Moreno Valley and the County of Riverside.
- B. Amended Attachment A-2 (Level of Service Detail)

Prepared By  
**Joel Ontiveros**  
 Lieutenant

Department Head Approval  
**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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FIRST AMENDMENT TO AGREEMENT FOR LAW  
ENFORCEMENT SERVICES BETWEEN COUNTY OF  
RIVERSIDE AND CITY OF MORENO VALLEY

IT IS MUTUALLY AGREED that the Agreement for Law Enforcement Services between the County of Riverside, a political subdivision of the State of California, on behalf of its Sheriff's Department, and the City of Moreno Valley, a General Law City, approved by the Board of Supervisors on December 16, 2008, for services effective July 1, 2008 through June 30, 2013, is hereby amended in the following respects, and all other terms and conditions of the Agreement remain in full force and effect:

**1. Attachment A-1 is amended to read as follows:**

ATTACHMENT A-1  
CITY OF MORENO VALLEY  
LEVEL OF SERVICE

Average Patrol Services

585 supported hours per day. (Approximate equivalent of one hundred and twenty (120) Deputy Sheriff positions @ 1,780 annual productive hours per position)

Dedicated Positions

- One (1) Captain position (Applied at an equivalent to 90% of position hours)
- One (1) Lieutenant position
- Two (2) Sheriff's Sergeant positions
- Twelve (12) Deputy Sheriff (fully supported) positions – Motorcycle Team
- Two (2) Deputy Sheriff (fully supported) positions – K-9
- Three (3) Deputy Sheriff (unsupported) positions – Crime Prevention Officers
- One (1) Deputy Sheriff (unsupported) position – Regional Gang Task Force
- One (1) Deputy Sheriff (unsupported) position – Graffiti Prevention
- Two (2) Forensic Technicians
- Sixteen (16) Community Service Officer II positions
- Five (5) Community Service Officer I positions
- One (1) Sheriff's Service Officer position
- Two (2) Office Assistant II positions
- One (1) Supervising Office Assistant I position

ATTACHMENT A

2. Attachment A-2 is amended to read as follows:  
Attachment A-2

City of Moreno Valley  
Positions by Program  
Level of Service as of July 2009

**PROGRAM: POLICE ADMINISTRATION (62110)**

---

Position Title	Authorized Staffing	
	<u>Sworn</u>	<u>Classified</u>
Captain	1.0	
Lieutenant	1.0	
Sergeant	1.0	
Accounting Technician		1.0
Senior Accounting Assistant		1.0
Accounting Assistant II		2.5
Supervising Office Assistant II		1.0
Supervising Office Assistant I		1.0
Office Assistant III		2.0
Office Assistant II		14.0
TOTAL	<u>3.0</u>	<u>22.5</u>

**PROGRAM: POLICE PATROL (62210)**

---

Position Title	Authorized Staffing	
	<u>Sworn</u>	<u>Classified</u>
Lieutenant	2.0	
Sergeant	10.0	
Deputy	85.0	
Deputy (Includes 2 K-9 Officers)	2.0	
Community Service Officer II		13.0
Sheriff's Service Officer II		3.0
TOTAL	<u>99.0</u>	<u>16.0</u>

**PROGRAM: POLICE TRAFFIC ENFORCEMENT TEAMS (62310)**

---

Position Title	Authorized Staffing	
	<u>Sworn</u>	<u>Classified</u>
Lieutenant	1.0	

Sergeant		2.0	
Deputy		20.0	
Community Service Officer II			5.0
	TOTAL	<u>23.0</u>	<u>5.0</u>

**PROGRAM: POLICE DETECTIVE UNIT (62410)**

---

Position Title	Authorized Staffing		
	<u>Sworn</u>	<u>Classified</u>	
Lieutenant	1.0		
Sergeant	2.0		
Investigator	17.0		
Deputy (Burglary Suppression)	2.0		
Forensic Technicians		2.0	
Sheriff's Service Officer II		1.0	
	TOTAL	<u>22.0</u>	<u>3.0</u>

**PROGRAM: POLICE COMMUNITY SERVICES (62510)**

---

Position Title	Authorized Staffing		
	<u>Sworn</u>	<u>Classified</u>	
Sergeant	2.0		
Deputy-Community Services	3.0		
Deputy-Graffiti Prevention	1.0		
Community Service Officer I - Cm.Services		3.0	
	TOTAL	<u>6.0</u>	<u>3.0</u>

**PROGRAM: PROBLEM ORIENTED POLICING (62610)**

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Position Title	Authorized Staffing		
	<u>Sworn</u>	<u>Classified</u>	
Sergeant	2.0		
Deputy	9.0		
Community Service Officer I		2.0	
	TOTAL	<u>11.0</u>	<u>2.0</u>

IN WITNESS WHEREOF, the City of Moreno Valley, by minute order or resolution duly adopted by its City Council, has caused this Agreement to be signed by its Mayor and attested and sealed by its Clerk, and the County of Riverside, by order of its Board of Supervisors, has caused this Agreement to be signed by the Chairman of said Board and sealed and attested by the Clerk of said Board, all on the dates indicated below.

CITY OF MORENO VALLEY

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Richard A. Stewart, Mayor

ATTEST:

Name  
Title

By: \_\_\_\_\_

COUNTY OF RIVERSIDE

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Jeff Stone, Chair,  
Riverside County Board of Supervisors

ATTEST:

Kecia Harper-Ihem  
Clerk of the Board

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Kipnis DATE \_\_\_\_\_

By: \_\_\_\_\_  
Deputy

ATTACHMENT A



ORIGINAL  
1 of 3

LAW ENFORCEMENT SERVICES AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE AND THE MORENO VALLEY UNIFIED SCHOOL DISTRICT

THIS AGREEMENT is made and entered into by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California, on behalf of its Sheriff's Department, hereinafter "SHERIFF", and the MORENO VALLEY UNIFIED SCHOOL DISTRICT, a Special-Purpose District, hereinafter "DISTRICT".

WHEREAS, SHERIFF and DISTRICT have identified a need to provide additional law enforcement among DISTRICT's school sites; and

WHEREAS, SHERIFF and DISTRICT share common goals that include the provision of programs within DISTRICT's jurisdiction that address the needs of students at risk; and

WHEREAS, SHERIFF and DISTRICT desire to work cooperatively toward these goals by entering into this Agreement to place Deputy Sheriffs as School Resource Officers on DISTRICT campuses as needed to work in partnership with DISTRICT to provide a safe environment for learning that encourages the development of social responsibility among the students, and to be a visual deterrent to aberrant behavior and thereby enhance DISTRICT's campus control and student protection;

IT IS THEREFORE AGREED AS FOLLOWS:

1. TERM. This Agreement shall be effective from July 1, 2009 through June 30, 2010, unless sooner terminated as provided in Paragraph 8.

2. SCOPE OF SERVICES.

A. SHERIFF agrees to provide eight (8) Deputy Sheriffs to serve as School Resource Officers (at 1,440 hours each) hereinafter called "DEPUTIES". Three (3) DEPUTIES will assist in the implementation of the Moreno Valley Unified School District Program, "Too Good for Violence/Second Step" at each middle school. DISTRICT will provide training to DEPUTIES presenting this curriculum. DEPUTIES will be assigned to provide services at the following HIGH SCHOOLS: Canyon Springs, Bayside Community & Charter School, Moreno Valley, Valley View, March Mountain and Vista Del Lago, and the following MIDDLE SCHOOLS: Badger Springs, Landmark, Mountain View, Palm, Sunnymead and Vista Heights. The DEPUTIES may also provide presentations on drug, alcohol and violence resistance education at the various DISTRICT middle schools. The duties of the DEPUTIES shall also include provision of classroom presentations on relevant law enforcement issues, patrol of said high schools and middle schools, investigation of crimes occurring on a school campus, counseling of students and their parents, and serving as a liaison at the elementary school sites. DEPUTIES will also serve as liaison between the educators employed by DISTRICT, the School Attendance Review Boards (S.A.R.B.), the Riverside County Probation Department and other law enforcement officials, and perform other related duties. It is understood that DEPUTIES will be assigned to DISTRICT on a full-time basis.

B. In addition, SHERIFF agrees to provide one (1) DEPUTY (at 1,440 hours) to

ATTACHMENT B

work at March Mountain/March Valley High Schools, Bayside Community Day School and Moreno Valley Community Learning Center under the School Community Policing Partnership Grant Program. In addition to the regular SRO duties, the DEPUTY will work with the Violence Prevention Specialist to establish relationships with at-risk students and their families aimed at gang and violence prevention and intervention. The DEPUTY will help establish an in-service training program for all staff designed to assist school staff with identifying at-risk students, communicating effectively with those students and appropriately referring those students for service. The Deputy will develop a referral system for matching students and families with existing services including Conflict Resolution, Individual and Group Counseling, Mentorship, Job Training, Apprenticeships with Local Businesses, and Vocational and crime prevention. The DEPUTY will assist the school district regarding compliance with grant regulations and fiscal matters.

C. DISTRICT agrees to comply with all reasonable requests of SHERIFF necessary to the performance of DEPUTIES' duties under this Agreement. DISTRICT agrees to furnish space at each high school and middle school for use by DEPUTIES while performing the above-described services.

3. MODIFICATION OF SERVICES. No portion of the services or responsibilities of either party described in this Agreement may be eliminated, reduced, or appreciably changed without the mutual written consent of both parties.

4. COMPENSATION. DISTRICT shall reimburse SHERIFF the full cost of rendering service pursuant to this Agreement. Such cost of services shall be established by the County Board of Supervisors in the form of an hourly rate for an unsupported deputy sheriff and a mileage rate, and shall include all items of cost and expense to the SHERIFF for providing the services hereunder. Total cost to DISTRICT under this Agreement is estimated to be \$933,000. SHERIFF has based this cost estimate on a projection of training and service hours and mileage for FY 2009-10 plus anticipated contract rate adjustments. Payment for services shall be rendered on a monthly basis upon receipt by DISTRICT of a proper invoice submitted by SHERIFF.

5. VACATION AND HOLIDAY TIME.

A. DEPUTIES' vacation time shall not conflict with the schedule of duties mutually developed by DISTRICT and SHERIFF.

B. Because DISTRICT and SHERIFF holidays may not correspond, holiday time will be taken by DEPUTIES in accordance with DISTRICT holidays during the contract period. The excess days shall be taken with reasonable notice to DISTRICT, but shall not conflict with the schedule of duties mutually developed by DISTRICT and SHERIFF.

6. ADMINISTRATION AND SUPERVISION. SHERIFF (or his designee) shall administer this Agreement and supervise DEPUTIES on behalf of the County of Riverside. The Superintendent of DISTRICT (or designee) shall administer this Agreement on behalf of DISTRICT.

ATTACHMENT B



7. COUNTY EMPLOYEE. DEPUTIES shall remain employees of SHERIFF on special assignment to DISTRICT for the purposes set forth in this Agreement, and shall not be considered agents, employees, or deputies of DISTRICT.

8. TERMINATION. Either party may terminate this Agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof, at least thirty (30) days before the effective date of such termination. In the event of termination, DISTRICT shall pay for services actually rendered through termination date only.

9. HOLD HARMLESS AND INDEMNIFICATION.

A. DISTRICT shall indemnify and hold SHERIFF, 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 DISTRICT, 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 DISTRICT 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.

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

10. ASSIGNMENT. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by DISTRICT without prior written consent of SHERIFF.

11. ENTIRE AGREEMENT. This Agreement supersedes any and all agreements, either oral or written, between the parties, and contains all of the covenants and agreements between the parties with respect to the subject matter hereof. Each party acknowledges that no other agreement, understanding or promise, oral or otherwise, relative to this subject matter exists between the parties at the time of execution of this Agreement. Any modification of this Agreement shall be effective only if it is in writing and signed by both parties.

12. NOTICES. Any notice required or desired to be served by either party upon the

ATTACHMENT B

other shall be addressed to the respective parties as set forth below:

Sheriff

Stanley L. Sniff Jr., Sheriff  
Post Office Box 512  
Riverside, California 92502

District

Moreno Valley Unified School District  
25634 Alessandro Boulevard  
Moreno Valley, California 92553  
Attn.: Rowena Lagrosa, Superintendent

An information copy of any notice to Sheriff shall also be sent to:

Clerk of the Board of Supervisors  
County of Riverside  
4080 Lemon Street, 1st Floor  
Riverside, California 92501

13. WAIVER. Any waiver by SHERIFF of any breach of any one or more of the terms of this agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term thereof. Failure on the part of SHERIFF to require exact, full, and complete compliance with any term of this Agreement shall not be construed in any manner as changing the terms hereof, or estopping SHERIFF from enforcement hereof.

14. SEVERABILITY. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the duly authorized representative of each of the parties hereto has signed in confirmation of this Agreement on the dates indicated below.

MORENO VALLEY UNIFIED SCHOOL DISTRICT

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Rowena Lagrosa, Superintendent

ATTEST:

Name:  
Title:  
By: \_\_\_\_\_

COUNTY OF RIVERSIDE

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Jeff Stone, Chair  
Riverside County Board of Supervisors

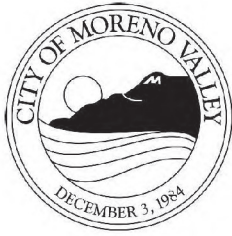
ATTEST:

Name: Kecia Harper-Ihem  
Title: Clerk of the Board  
By: \_\_\_\_\_  
Deputy

FORM APPROVED COUNTY COUNSEL  
BY:   
NEAL R. KIPNIS DATE

ATTACHMENT B





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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Steve Elam, Financial & Administrative Services Director

**AGENDA DATE:** October 13, 2009

**TITLE:** ACCEPTANCE OF \$10,000 DONATION TO THE ANIMAL SERVICES DIVISION

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council accept a monetary donation in the amount of \$10,000 made to the City's Animal Services Division.

### **BACKGROUND**

The City's administrative policy on Donations requires that the City Council formally accept all donations whose estimated value is more than \$3,000. The Animal Services Division has received a \$10,000 monetary donation from a local resident who has requested to remain publically anonymous. The express purpose of this donation is as follows:

- Promote the adoption of companion animals;
- Purchase equipment that will enhance the Animal Shelter's functionality; and
- Provide veterinary care for animals identified with special needs.

### **DISCUSSION**

On September 1, 2009, the Animal Services Division received a check in the amount of \$10,000 made payable the Moreno Valley Animal Shelter. Upon receiving this generous donation, the Animal Services Division Manager contacted the donor, a local resident, who has requested to remain publically anonymous. The donor expressed the desire to donate to a worthwhile cause by supporting companion animals being cared for at the Moreno Valley Animal Shelter. A letter acknowledging the donation and thanking the resident for the generous donation was sent by the City Manager.

## **ALTERNATIVES**

The following alternatives are available to the City Council:

1. Accept the monetary donation of \$10,000.
2. Reject the monetary donation of \$10,000.
3. Provide staff with further direction.

Staff recommends Alternative 1.

## **FISCAL IMPACT**

The fiscal impact of accepting the \$10,000 donation will be to increase the Animal Services Division's expenditure budget for FY 2009-10 as identified below, enabling the Division to fulfill the purpose of the donation as stated in the Background section of this report.

<b>Expenditure Account</b>	<b>Description</b>	<b>Current Budget</b>	<b>Donation Allocation</b>	<b>Revised Budget</b>
63110.6235	Public Relations/Promotions	\$0	\$2,000	\$2,000
63110.6255	Other Professional Services (Veterinary contract)	\$100,000	\$3,000	\$103,000
63110.6312	Lab Supplies	\$23,500	\$1,000	\$24,500
63110.6361.365	Other Operating Supplies	\$21,500	\$4,000	\$25,500
Total		\$145,000	\$10,000	\$155,000

Note: Total FY 2009-10 budget for Animal Services Division is \$2,432,419; with \$10,000 donation it will increase to \$2,442,419.

## **SUMMARY**

The Animal Services Division has received a \$10,000 monetary donation from a local resident who has requested to remain publically anonymous. The express purpose of this donation is as follows:

- Promote the adoption of companion animals;
- Purchase equipment that will enhance the Animal Shelter's functionality; and
- Provide veterinary care for animals identified with special needs.

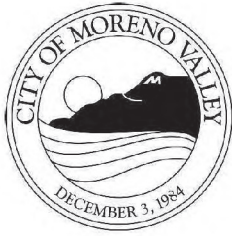
The City's administrative policy on Donations requires that the City Council formally accept all donations whose estimated value is more than \$3,000. Staff recommends that the City Council accept the \$10,000 donation to the Animal Services Division so that staff may fulfill the purpose of the donation as expressed by the donor.

Prepared By:  
Steve Fries  
Animal Services Division Manager

Department Head Approval:  
Steve Elam  
Financial & Administrative Services Director

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

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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Betsy M. Adams, Assistant City Manager

**AGENDA DATE:** October 13, 2009

**TITLE:** Resolution in Support of H.R. 2788 designating a Distinguished Flying Cross National Memorial at the March Field Air Museum.

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### **RECOMMENDED ACTION**

Staff recommends that the City Council adopt Resolution No. 2009-100 in support of House Resolution (H.R.) 2788 designating a Distinguished Flying Cross National Memorial at the March Field Air Museum.

### **BACKGROUND/DISCUSSION**

Congressman Ken Calvert has introduced a bill that would designate a memorial at March Field Air Museum as the Distinguished Flying Cross National Memorial. H.R. 2788 was introduced by the Congressman at the request of the Inland Empire Chapter of The Distinguished Flying Cross Society, a nonprofit organization dedicated to the preservation, perpetuation, and publication of the history and traditions of the men and women who served in all Military Services worldwide and who have been awarded the Distinguished Flying Cross as a result of deeds accomplished during aerial flight. H.R. 2788 would upgrade the memorial at March Field Air Museum to the level of a National Memorial. A rendering of the proposed memorial is attached.

### **FISCAL IMPACT**

None.

### **CITY COUNCIL GOALS**

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

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

**ATTACHMENTS/EXHIBITS**

Attachments: Resolution No. 2009-100  
Renderings of the Distinguished Flying Cross Memorial

Prepared By: Michelle Dawson

Department Head Approval: Betsy M. Adams

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



RESOLUTION NO. 2009-100

A RESOLUTION OF THE CITY COUNCIL OF  
THE CITY OF MORENO VALLEY,  
CALIFORNIA, IN SUPPORT OF H.R. 2788 IN  
THE UNITED STATES HOUSE OF  
REPRESENTATIVES

WHEREAS, Congressman Kenneth Calvert submitted H.R. 2788 to the United States House of Representatives on June 10, 2009; and

WHEREAS, H.R. 2788 would officially designate the memorial under construction at March Field Air Museum as the Distinguished Flying Cross National Memorial; and

WHEREAS, The Distinguished Flying Cross Society is a nonprofit organization dedicated to the preservation, perpetuation, and publication of the history and traditions of the men and women who served in all Military Services worldwide and who have been awarded the Distinguished Flying Cross as a result of deeds accomplished during aerial flight; and

WHEREAS, the City of Moreno Valley is proud to have such a distinguished memorial located at the March Field Air Museum; and

WHEREAS, supporting H.R. 2788 also represents the City's strong support for veterans and the March Field Air Museum.

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

The City Council of the City of Moreno Valley supports H.R. 2788 and the designation of the Distinguished Flying Cross Memorial at March Field Air Museum as a National Memorial.

APPROVED AND ADOPTED this 13th day of October, 2009.

Signed:

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Mayor  
City of Moreno Valley

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

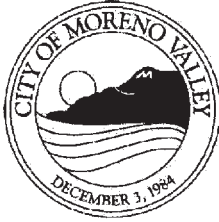
**[NOTE: Any attachments or exhibits to this resolution should follow this jurat.]**

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**DISTINGUISHED FLYING CROSS MEMORIAL: MARCH FIELD AIR MUSEUM**



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APPROVALS	
BUDGET OFFICER	<i>mg</i>
CITY ATTORNEY	<i>gsk</i>
CITY MANAGER	<i>PA</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Steve Curley, Fire Chief

**AGENDA DATE:** October 13, 2009 (continued from September 22, 2009)

**TITLE:** Lease Agreement with American Medical Response for Fire Station Use

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Approve the attached lease agreement (Attachment A) with American Medical Response for use of Fire Station 91, College Park.

### **BACKGROUND**

American Medical Response (AMR) is the emergency medical service (EMS) provider under contract with the County of Riverside EMS Agency to provide Advanced Life Support (ALS) ambulance services throughout the County, including incorporated cities. AMR has provided ALS ambulance services to the City of Moreno Valley since the late 1990's when they acquired Goodhew Ambulance Services.

### **DISCUSSION**

On November 23, 2004, the City entered into a lease agreement with AMR for use of Fire Station 48 (Sunnymead Ranch) and Fire Station 91 (College Park). This agreement has been continuing on a day-to-day basis since the expiration of the lease on June 30, 2007.

The lease agreement is for the use of Fire Station 91 as AMR terminated their lease agreement for Fire Station 48 effective August 31, 2009. The lease of Fire Station 91 by AMR will allow them to meet the County contract standard that requires AMR to respond to at least 90% of the calls for service in less than 10 minutes in the City. This lease also allows for Fire Department personnel and AMR employees to jointly train on



EMS delivery as well as become familiar with each other's standard operating procedures (SOP).

**ALTERNATIVES**

1. Authorize the Mayor to execute the lease agreement with American Medical Response for use of Fire Station 91, College Park Station. *This alternative will allow AMR to continue to operate their ambulances from this location.*
2. Do not authorize the Mayor to execute the lease agreement with American Medical Response for use of Fire Station 91, College Park Station. *This alternative would require the City to terminate the existing lease with AMR.*

**FISCAL IMPACT**

AMR will pay the City of Moreno Valley rent as set forth by the County of Riverside Fire Department. Currently this is \$500.00 per month.

**CITY COUNCIL GOALS**

**PUBLIC SAFETY:**

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

**ATTACHMENTS/EXHIBITS**

ATTACHMENT A – Lease Agreement

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:

AMERICAN MEDICAL RESPONSE  
FIRE STATION LEASE

The CITY OF MORENO VALLEY, herein called City, leases to AMERICAN MEDICAL RESPONSE – INLAND EMPIRE (AMR), a California corporation, herein called Lessee, the property described below upon the following terms and conditions:

1. Recitals.

City owns land and improvements throughout the City and is desirous of leasing a portion of facilities listed in Exhibit "A" to Lessee in order that it may provide direct responsive ambulance services.

Lessee has an interest, desire and willingness to provide such services.

2. Description. The premises leased hereby consist of land and a portion of the building thereon shown on Exhibit "A".

3. Use.

(a) The premises are leased to Lessee for the purpose of providing facilities to accommodate an advanced life support ambulance and paramedic personnel and office and communication equipment in connection therewith.

(b) Lessee shall have the right to use the leased premises jointly with the City Fire Department and the volunteer fire company.

4. Term.

(a) The term of this lease shall become effective on the date signed by the City and remain in effect until June 30, 2012, subject to the provisions contained in Paragraphs 16, 17, and 18 herein. Any holding over by Lessee, after the expiration of this lease shall be on a day-to-day basis strictly and continuing tenancy rights shall not accrue to Lessee.

(b) Lessee shall have the right of first refusal as to renewal of this lease at the expiration of said term on whatever terms and conditions City may then offer, provided that Lessee is not otherwise in default under the lease and has a valid permit to operate an ambulance service in the City.

(c) Exhibit "A" may be amended by agreement of both parties to update lease amounts of facilities occupied.

5. Utilities.

ATTACHMENT A

City shall provide for all utilities including gas, water, electricity, and rubbish collection services except Lessee shall provide for its own disposal of medical waste at Lessee's expense. Lessee shall provide and pay for the own telephone services. In consideration for such services provided by the City, Lessee shall pay to City that amount as described in Exhibit "A".

6. Repairs.

Lessee, at its expense, shall be responsible for the repair or replacement of the exterior and/or interior of the building, related equipment and property due to damage caused by acts or omissions of Lessee's personnel. All repair or replacement shall be completed in a manner acceptable to the City. In the event Lessee fails, or refuses to perform such repairs, or any portion thereof, City reserves the right to perform same and Lessee shall pay City forthwith for any costs incurred in connection therewith upon an accounting and billing therefore. If Lessee uses commercial vendors to perform the repairs and maintenance work required in this agreement, vendors shall maintain and provide proof of coverage for the insurance requirements (workers' compensation, commercial general liability, vehicle liability, etc.) in Article 18 except for Professional Liability. In lieu of Article 18.d., vendors shall maintain Equipment Floater coverage (Property Physical Damage) for the full replacement value of any and all equipment brought on the leased premises.

7. Security of Leased Premises.

Lessee shall be jointly responsible for the security and safekeeping of the leased premises and all equipment, supplies and other personal property situated therein on a 24-hour basis, except at such times that Lessee is responding to an emergency.

8. Improvements by Lessee.

(a) Any alteration, improvements or installation of fixtures to be undertaken by Lessee, shall have the prior written consent of the City's Fire Chief after the Lessee has submitted proposed plans for such alterations, improvements or fixtures to the City's Fire Chief in writing.

(b) All alterations, improvements and fixtures installed by Lessee, or caused to be made or installed by Lessee, shall become the property of City, with the exception of trade fixtures as such term is used in Section 1019 of the California Civil Code. At, or prior to, the expiration of this lease, Lessee may remove such trade fixtures; provided, however, that such removal does not cause injury or damage to the leased premises, or in the event it does, Lessee shall restore the premises to their original shape and

ATTACHMENT A

condition as nearly as practicable at Lessee's sole expense.. In the event such trade fixtures are not removed, City may, at its election, either (1) remove and store such fixtures and restore the premises for the account of Lessee, and in such event, Lessee shall, within thirty (30) days after billing and accounting therefore reimburse City for the costs so incurred, or (2) take and hold such fixtures as its sole property.

9. City's Reserved Rights.

- (a) Lessee has inspected the leased premises and Lessee accepts such premises in their present condition. Lessee also takes the premises subject to any and all existing easements or other encumbrances, and City shall have the right to enter upon the leased premises and to install, lay, construct, maintain, repair and operate such sanitary sewers, drains, storm water sewers, pipelines, manholes, connections, water, oil and gas pipelines, and telephone, telegraph and computer service lines and such other appliances and appurtenances necessary or convenient to premises or any part thereof. City also reserves the right to grant franchises, easements, rights of way and permits in, over, and upon, along side, or across any, and all portions of said leased premises as City may elect to do; provided however, that no right of the City provided for in this paragraph shall be so executed as to interfere unreasonably with Lessee's use hereunder. Any right, as set forth, in this paragraph shall not be exercised unless a prior written notice of thirty (30) days is given to Lessee; provided, however, in the event such right must be exercised, by reason of emergency, then City shall give such notice in writing as soon as is reasonable under the circumstances.
- (b) City, through its duly authorized agent(s), shall have the full and unrestricted right to enter the leased premises for the purpose of inspection or maintenance, and for the purpose of doing any and all things which it is obligated and has a right to do under this lease.

10. Additional Obligations/Rights of Lessee.

- (a) Lessee shall not display, brandish or discharge any firearms within or upon the leased premises.
- (b) Lessee shall not cut any trees within or upon the leased premises or remove any trees therefrom unless approval is first obtained in writing from City's Fire Chief.
- (c) Except as may be required in the performance of its maintenance obligations as provided in Paragraph 7 herein, Lessee shall not cut or

ATTACHMENT A

otherwise remove any brush or other vegetation from or within the leased premises unless approval is first obtained in writing from City's Fire Chief.

- (d) Lessee shall not interfere in any manner whatsoever with City's Fire Department operations or the volunteer fire company, relative to its activities within the leased premises.
- (e) Lessee's employees shall adhere to all City Fire Department policies and procedures relating to the day-to-day operation of the fire station.
- (f) Lessee's employees shall adhere to local rules and regulations affecting specific station routines as directed by the Fire Department.
- (g) Television will not be on during normal business hours (0800 to 1700). Exceptions will include lunch hours and necessary use for training.
- (h) Visitors will be allowed only in common areas of the fire station and shall not interfere with daily business.
- (i) Lessee's employees will wear the AMR work uniform during normal business hours and will be properly attired when interacting with the general public at the station.
- (j) Lessee will ensure their employees are familiar with the Fire Department code of conduct and will adhere to them while on station property.
- (k) Conflict resolution will start with the local, on-duty Battalion Chief and AMR Field Supervisor.

11. Signs.

Lessee shall not erect, maintain or display any signs or other forms of advertising upon the leased premises without first obtaining the written approval of City's Fire Chief.

12. Compliance with Law.

Lessee, at its sole cost and expense, shall comply with the requirements of all local, state, and federal statutes, regulations, rules, ordinances and orders now in force, or which may be hereafter in force, pertaining to the leased premises. The judgment, decree or order of any court of competent jurisdiction, or the admission of Lessee in any action or proceeding against Lessee, whether Lessee be a party thereto or not, that Lessee has violated any such statutes, regulations, rules, ordinances, or orders, in the use of the leased premises, shall be conclusive of that fact a between City and Lessee.

ATTACHMENT A

13. Discrimination or Segregation.

- (a) Lessee shall not discriminate in its recruitment, hiring, promotion, demotion or termination practices on the bases of race, religious creed, color, national origin, ancestry, sex, gender, age, physical handicap, medical condition or marital status with respect to the use of the leased premises hereunder, and Lessee shall comply with the provision of the California Fair Employment Practice Act (commencing with Section 1410 of the Labor Code), the Federal Civil Rights Act of 1965 (P.L. 88-352), and all amendments thereto, Executive Order No. 12266 (30 Federal Register 12319), as amended, and all Administrative Rules and Regulations issued to said Acts and Orders with respect to its use of the leased premises.
- (b) Lessee shall not discriminate against or cause the segregation of any person or group of person on account of race, religious creed, color, national origin, ancestry, sex, gender, age, physical handicap, medical condition or marital status, in the occupancy, use tenure or enjoyment of the leased premises nor shall Lessee, or any person claiming under or through it, establish or permit any such practice or practices or discrimination or segregation with reference to the selection, location, number, use or occupancy of any person within the leased premises.
- (c) Lessee assures that it will undertake an affirmative action program as required by 49 CFR, Part 21, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 49 CFR, Part 21, with respect to its use of the leased premises. Lessee further assures that no person shall be excluded on these grounds from participating in or receiving services or benefits of any program or activity covered herein with respect to its use of the leased premises. Lessee further assures that it will require that its subcontractors and independent contractors provide assurance to Lessee that they similarly will undertake affirmative action programs and that they will require assurances form subcontractors and independent contractors, as required by 49 CFR, Part 21, to the same effect with respect to its use of the leased premises.

14. Free from Liens.

Lessee shall pay, when due, all sums of money that may become due for any labor, services, material supplies, or equipment, alleged to have been furnished or to be furnished to Lessee, in, upon, or about the leased premises, and which may be secured by a mechanic's, materialmen's or other lien against the leased premises or City' interest therein, and will cause each such lien to be fully discharged and released at the time the performance of

ATTACHMENT A



any obligation secured by such lien matures or becomes due; provided, however, that if Lessee desires to contest any such lien, it may do so, but not withstanding any such contest, if such lien shall be reduced to final judgment, and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed, and said stay thereafter expires, then and in such event, Lessee shall forthwith pay and discharge said judgment forthwith.

15. Termination by City.

City shall have the right to terminate this lease:

- (a) In the event a petition is filed for voluntary or involuntary bankruptcy, for the adjudication of Lessee as a debtor and is not dismissed within thirty (30) days.
- (b) In the event that Lessee makes a general assignment, or Lessee's interest hereunder is assigned involuntarily or by operation of law, for the benefit of creditors.
- (c) In the event of the abandonment of, or the discontinuance of, the use of the leased premises by Lessee.
- (d) In the event Lessee fails to perform, keep or observe any of its duties or obligations hereunder provided, however, that Lessee shall have fifteen (15) days in which to correct its breach or default after written notice thereof has been served on it by City Fire Chief or his/her designee.
- (e) In the event Lessee's permit to operate an ambulance service as required under City Ordinance is not renewed, or is suspended, revoked or otherwise terminated.
- (f) By giving sixty (60) days written notice thereof to Lessee.

16. Termination by Lessee.

Lessee shall have the right to terminate this lease:

- (a) In the event the City fails to perform, keep or observe any of its duties or obligations hereunder; provided, however, that City shall have fifteen (15) days in which to correct its breach or default, after written notice thereof has been served on it by Lessee; provided, further, however, that in the event such breach or default is not corrected, Lessee may elect to terminate this lease in its entirety or as to any portion of the premises

ATTACHMENT A



affected thereby, and such election shall be given by an additional fifteen (15) days written notice to City Fire Chief.

(b) By giving sixty (60) days written notice thereof to City.

17. Insurance.

Without limiting or diminishing the Lessee's obligation to indemnify or hold the City harmless, Lessee shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement:

- (a) Worker's Compensation: Lessee shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the City of Moreno Valley, and if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
- (b) Commercial General Liability: Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, cross liability coverage and employment practices liability, covering claims which may arise from or out of Lessee's performance of its obligations hereunder. Policy shall name the City of Moreno Valley, the Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, other Special Districts, and its Departments, their respective directors, officers, City Council Members, employees, elected or appointed officials, agents or representatives as Additional Insured. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.
- (c) Vehicle Liability: Lessee shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the City of Moreno Valley, the Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, other Special Districts, and its Departments, their respective directors, officers, City Council Members, employees, elected or appointed officials, agents or representative as Additional Insured.

ATTACHMENT A

(d) Property (Physical Damage): All-Risk real and personal property insurance coverage for the full replacement cost value of all alterations, improvements, trade fixtures, furniture and equipment, systems and other Lessee property as it may appear on the premises. Policy shall name the City of Moreno Valley, the Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, other Special Districts, and its Departments, their respective directors, officers, City Council Members, employees, elected or appointed officials, agents or representatives as Additional Insured and provide a Waiver of subrogation in favor for the City of Moreno Valley.

(e) General Insurance Provisions – All lines:

1. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A-VII (A 7).
2. The Lessee's insurance carrier(s) must declare its insurance deductibles or self-insured retentions.
3. Lessee shall cause Lessee's insurance carrier(s) to furnish the City of Moreno Valley with a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the City of Moreno Valley prior to material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the City of Moreno Valley receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements, including all Insurance and original copies of endorsements, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Lessee shall not commence operations until the City has been furnished original Certificate(s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.

ATTACHMENT A

4. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the City's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
5. The City's Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or there is a material change in the equipment to be used in the performance of the scope of work which will add to additional exposures (such as the use of aircraft, watercraft, cranes, etc); or, the term of this Agreement including any extensions thereof exceeds five (5) years the City reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein if, in the City's Risk Manager's reasonable judgment, the amount or type of insurance carried by the Lessee has become inadequate.
6. Lessee shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
7. The insurance requirement contained in this Agreement may be met with a program(s) of self-insurance acceptable to the City.
8. Lessee agrees to notify the City of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

18. Hold Harmless.

- (a) Lessee represents that it has inspected the leased premises, that it accepts the condition thereof and that it fully assumes any and all risks incidental to the use thereof. City shall not be liable to Lessee, its officers, agents, employees, subcontractors or independent contractors, for any personal injury or property damage suffered by them which may result from hidden, latent or other dangerous conditions within the leased premises; provided, however, that such dangerous conditions are not caused by the negligence of the City, its officers, agents or employees.
- (b) Lessee shall indemnify and hold harmless the City of Moreno Valley, the Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, other Special Districts, and its Departments, their respective directors, officers, City Council Members, employees, elected or appointed officials, agents or representatives from any liability whatsoever, based or asserted upon any services of Lessee, its officers,

ATTACHMENT A

employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including by not limited to property damage, bodily injury, or death or any other element of any kind arising from the performance of Lessee, its officers, agents, employees, subcontractors, agents or representatives from this Agreement. Lessee shall defend, at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of investigation, defense and settlements or awards the City of Moreno Valley, the Redevelopment Agency of the City of Moreno Valley, the Moreno Valley Community Services District, other Special Districts, and its Departments, their respective directors, officers, City Council Members, employees, elected or appointed officials, agents or representatives in any claim or action based upon such alleged acts or omissions.

- (c) With respect to any action or claim subject to indemnification herein by Lessee, Lessee shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of City; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes Lessee's indemnification to the City as set forth herein.
- (d) Lessee's obligation hereunder shall be satisfied when Lessee has provided to City the appropriate form of dismissal relieving City from any liability for the action or claim involved.
- (e) The specified insurance limits required in this Agreement shall in no way limit or circumscribe Lessee's obligation to indemnify and hold harmless the City herein from third party claims.
- (f) In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the Lessee from indemnifying the City to the fullest.

19. Permits, Licenses and Taxes.

Lessee shall secure, at its own expense, all necessary permits and licenses as it may be required to obtain, and Lessee shall pay for fees and taxes levied or required by any authorized public entity. Lessee recognizes and understands that this lease may create a possessory interest subject to property taxation and that Lessee may be subject to payment of property taxes levied on such interest.

20. Toxic Materials.

ATTACHMENT A

During the term of this lease, and any extensions thereof, Lessee shall not violate any federal, state or local law or ordinance or regulations, relating to industrial hygiene or to the environmental condition on, under, or about the leased premises including, but not limited to, soil and groundwater conditions. Further, Lessee, its successors, assigns and sublessees, shall not use, generate, manufacture, produce, store or dispose of, on, under, or about the leased premises, or transport to or from the leased premises, any flammable explosives, asbestos, radioactive materials, hazardous materials, hazardous wastes, toxic substances or related injurious materials, whether injury is by themselves or in combination with, other materials (collectively "hazardous materials"). For the purpose of this lease, hazardous materials shall include, but not be limited to, substances defined as "hazardous substances", "hazardous materials", or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq.; The Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq.; and those substances defined as "hazardous wastes" in section 25117 of the California Health and Safety Code or as "hazardous substances" in Section 25316 of the California Health and Safety Code; and in the regulations promulgated pursuant to said laws.

21. Assignment.

Lessee cannot assign, sublet, mortgage, hypothecate or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the written consent of City being first obtained.

22. Binding on Successors.

Lessee, its heirs, assigns and successors in interest shall be bound by all terms and conditions contained in this lease, and all of the parties thereto shall be jointly and severally liable hereunder.

23. Employees and Agents of Lessee.

It is understood that all person hired or engaged by Lessee shall be considered to be employees or agents of Lessee and not of City.

24. Surrender in Good Condition.

Lessee shall not permit waste or damage to the leased premises, and upon the expiration, or earlier termination, of this lease, Lessee shall return the premises to City in as good a shape and condition as they now are, reasonable wear and tear and damage by the elements accepted.

ATTACHMENT A

25. Waiver of Performance.

No waiver by City at any time of any of the terms and conditions of this lease shall be deemed or construed as a waiver at any time thereafter of the same or of any other terms or conditions contained herein or of the strict and timely performance of such terms and conditions.

26. Severability.

The invalidity of any provision in this lease as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision herein.

27. Venue.

Any action at law or in equity brought by either of the parties hereto, for the purpose of enforcing a right or rights provided for by this lease, shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other City.

28. Attorney's Fees.

In the event of any litigation, or arbitration, between Lessee and City to enforce any of the provisions of this lease, or any right of either party hereto, the unsuccessful party to such litigation or arbitration, agrees to pay to the successful party, all costs and expenses, including reasonable attorney's fees incurred therein, by the successful party, all of which shall be included in, and as a part of, the judgment or award rendered in such litigation or arbitration.

29. Notices.

Any notices required or desired to be served by either party upon the other shall be addressed to the respective parties as set forth below:

<u>CITY</u>	<u>LESSEE</u>
City of Moreno Valley	American Medical Response
Fire Department Headquarters	879 Marlborough Ave.
22850 Call San Juan de Los Lagos	Riverside, CA 92507
Moreno Valley, CA 92552-0805	

or to such other addresses as from time to time shall be designated by the respective parties

30. No Third Party Rights.

ATTACHMENT A

This lease does not create any rights in any party not a signatory to this lease.

31. City's Representative.

City hereby appoints the City Fire Chief as its authorized representative to administer this lease.

ATTACHMENT A



32. Entire Lease.

This lease is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of terms and conditions thereof and supersedes any and all prior and contemporaneous leases, agreements and understandings, oral or written consent of the parties hereto.

Dated: \_\_\_\_\_

CITY OF MORENO VALLEY

CITY ATTORNEY  
Approved as to Form

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_ Date

ATTEST:

Alice Reed  
City Clerk

By: \_\_\_\_\_

(SEAL)

AMERICAN MEDICAL RESPONSE – INLAND EMPIRE  
A CALIFORNIA CORPORATION

By: \_\_\_\_\_

Title: \_\_\_\_\_

(Corporate Seal)

ATTACHMENT A

EXHIBIT "A"

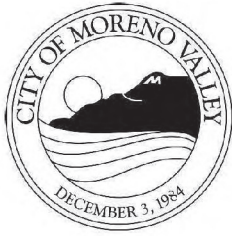
FIRE STATION FACILITY LEASE

<u>Facility</u>	<u>Lease Amount Monthly</u>
Fire Station 91 – College Park	\$500.00*
Monthly Payment in Advance	\$500.00
Annual Payment	\$6,000.00

\*Amount subject to change based on study being conducted by Riverside County Fire Department.

ATTACHMENT A

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	<i>[Signature]</i>

## Report to City Council

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**TO:** Mayor and City Council, and the Mayor and City Council, acting in their capacity as President and Board of Directors for the Moreno Valley Community Services District

**FROM:** Michael McCarty, Director of Parks and Community Services

**AGENDA DATE:** October 13, 2009

**TITLE:** REORGANIZATION OF SENIOR COMMUNITY CENTER  
BUDGETED POSITIONS

---

### **RECOMMENDED ACTION**

Staff recommends that the Mayor and City Council and the President and Board of Directors for the Moreno Valley Community Services District, authorize:

1. The appropriation of funding to include the addition of two part time career Recreation Leader positions to the City employee roster for the Senior Community Center.
2. The deletion of one full time Senior Customer Services Assistant (0410) from the City employee roster for the Senior Community Center.

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable.

### **BACKGROUND**

The Moreno Valley Senior Community Center opened its doors at its current location on March 6, 1993. Senior Center staff provide necessary services to approximately 2,500 seniors monthly. On weekdays the Senior Center provides services to seniors and to the community through contract classes. On weekends the Center provides community services through community rentals of the banquet facility.

The Senior Center currently operates with the following budgeted positions: one full time Senior Citizen Center Coordinator, one full time Senior Customer Services Assistant (vacant), one part time career Recreation Leader, and one part time temporary Recreation Aide.

### **DISCUSSION**

As our community ages and there is an increase in the Moreno Valley senior citizen population, staff is tasked with the role of being more efficient and effective in the services it provides to the seniors. Recently the full time Senior Customer Services Assistant at the Senior Center accepted the two-year service credit and retired leaving the Senior Center understaffed. In an effort to stay on target with programming and continue to provide services to the ongoing increase in the senior population, staff has determined that reorganization of staff positions at the Senior Center is necessary. Staff is proposing to defund the vacant position of the full time Senior Customer Services Assistant and in its place budget for two part time career Recreation Leader positions. By replacing the position of the Senior Customer Services Assistant with two part time career Recreation Leader positions, the Senior Center would realize increased flexible staff scheduling and additional staff hours, which can be used for both senior services and community rental events which generate revenue.

The proposed increase to the budget for Fiscal Year 2009/10 for the two part time career Recreation Leader positions is \$2,001. These positions would be affected by the recent MOU with MVCEA through the 10% work reduction plan, expending \$1,571 of the appropriated \$2,001 funding for this year. As part of the City's policy, the City Council needs to authorize approval for the above referenced positions.

### **ALTERNATIVES**

1. Approving staff's recommendations would ensure that the Senior Center program will operate more efficiently.
2. Not approving staff's recommendations could potentially jeopardize the staffing levels of the Senior Center program.

### **FISCAL IMPACT**

The proposed reorganization would allocate additional funding in the amount of \$2,001 to the Moreno Valley Community Services District Zone A fund FY 2009/2010 program 73110.

### **CITY COUNCIL GOALS**

Not applicable.

**SUMMARY**

By authorizing the hiring of the requested two part time career positions, staff believes it will not only create a more efficient Senior Center program, but also be proactive in foreseeing the needs of the increasing senior population.

**NOTIFICATION**

Publication of the Agenda.

**ATTACHMENTS/EXHIBITS**

Not applicable.

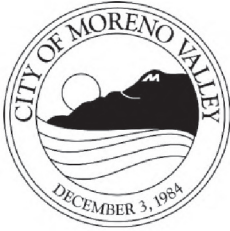
Prepared By:  
Cecilia Gonzales  
Community Services Supervisor

Department Head Approval:  
Michael McCarty  
Director of Parks and Community Services

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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk

**AGENDA DATE:** October 13, 2009

**TITLE:** CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

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### RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of September 16 – October 6, 2009.

<i>Reports on Reimbursable Activities</i> September 16 – October 6, 2009		
Council Member	Date	Meeting
William H. Batey II	9/23/09	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
	9/25/09	Boy Scouts of America Distinguished Citizen of the Year Award Dinner
	9/26/09	Morning Optimist Club of Moreno Valley Installation Dinner
Bonnie Flickinger	9/18/09	358 <sup>th</sup> Civil Affairs Brigade First Annual Dining Out Event
	9/20/09	Mobility 21 Transportation Summit
	9/25/09	Boy Scouts of America Distinguished Citizen of the Year Award Dinner
	9/26/09	Morning Optimist Club of Moreno Valley Installation Dinner
	10/1/09	Leadership Moreno Valley
Robin N. Hastings		None
Jesse L. Molina	9/23/09	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
	9/25/09	Boy Scouts of America Distinguished Citizen of the Year Award Dinner

Richard A. Stewart	9/25/09	Boy Scouts of America Distinguished Citizen of the Year Award Dinner
	9/26/09	Morning Optimist Club of Moreno Valley Installation Dinner
	10/1/09	Moreno Valley Hispanic Chamber of Commerce Adelante

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:

**SEE AGENDA ITEM A.11**

**B2. REORGANIZATION OF SENIOR COMMUNITY CENTER  
BUDGETED POSITIONS (Report of: Parks and  
Community Services) (Also listed as Item A11- SEE  
ITEM A11)**

**Recommendation:**

1. Authorize the appropriation of funding to include the addition of two part time career Recreation Leader positions to the City employee roster for the Senior Community Center; and
2. Deletion of one full time Senior Customer Services Assistant (0410) from the City employee roster for the Senior Community Center.

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**MINUTES - REGULAR MEETING OF SEPTEMBER 22, 2009  
(Report of: City Clerk's Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.6**

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**MINUTES - REGULAR MEETING OF SEPTEMBER 22, 2009  
(Report of: City Clerk's Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.6**



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**MINUTES - REGULAR MEETING OF SEPTEMBER 22, 2009  
(Report of: City Clerk's Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.6**

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# FINANCING ENERGY EFFICIENCY AND WATER CONSERVATION RETROFIT IMPROVEMENTS FOR WESTERN RIVERSIDE COUNTY

## Executive Summary

### Member Jurisdictions / Agencies

County of Riverside

City of Banning

City of Beaumont

City of Calimesa

City of Canyon Lake

City of Corona

City of Hemet

City of Lake Elsinore

City of Menifee

City of Moreno Valley

City of Murrieta

City of Norco

City of Perris

City of Riverside

City of San Jacinto

City of Temecula

City of Wildomar

Eastern Municipal Water District

Western Municipal Water District

Western Riverside Council of Governments

4080 Lemon Street,  
3rd Floor  
Riverside, CA 92501  
Phone: (951) 955-7985  
Fax: (951) 787-7991  
www.wrcog.cog.ca.us

**Program Summary:** The Western Riverside Council of Governments (WRCOG) is developing an Energy Efficiency and Water Conservation Program (Program) that would allow for residents and businesses in western Riverside County to implement energy efficient improvements using low-interest loans that would be repaid over time through annual property tax payments. California law allows for local jurisdictions to enter into contractual assessments with property owners for such improvements; WRCOG is proposing to implement a regional program on behalf of its member jurisdictions in order to centralize responsibilities and realize cost savings.

WRCOG seeks a partnership with the Federal Government to secure a \$300 million loan that would be paid back over a period of time at an established interest rate. WRCOG will utilize this federal loan to implement and administer the Program, providing secured, low interest loans to residential and commercial properties in the subregion for the purchase and installation of energy efficient projects.

The Program goal is to offer low interest loans to 13,500 residential and commercial properties in Western Riverside County to install energy efficient projects, such as solar panels, heating and air conditioning systems, lighting control systems, windows, and pool equipment. These loans would be paid back through voluntary contractual annual assessments between WRCOG and property owners within a specified amount of time.

### Program Benefits for Property Owners:

- Provides no-money-down means of financing energy efficiency and conservation improvements;
- Provides fixed-rate financing over a set number of years;
- Provides financing without requiring a property appraisal;
- Provides an easy-to-understand and straightforward financing process;
- Provides residents and businesses access to financing that may not readily be available through traditional means, such as home equity loans; and
- Removes the up-front initial costs from becoming a detriment to energy efficient retrofitting.

### Program Benefits for Western Riverside County:

- Creates an estimated 3,261 jobs<sup>1</sup>;
- Provides a mechanism to retrofit thousands of properties to achieve considerable future energy savings;
- Results in air quality improvements and greenhouse gas emission reductions;
- Reduces/delays the need for costly infrastructure investments related to energy production and transmission; and
- A regional approach for Program development and implementation reduces administrative costs for individual jurisdictions.

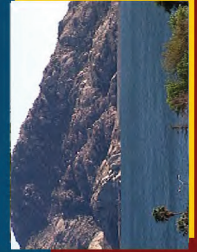
<sup>1</sup>This is using the methodology from the May 2009 report for Recovery Reinvestment Act of 2009, states that "every \$10 billion of government spending creates 1,085,355 job-years, using a \$92,000 Item No. G.2<sup>1</sup>

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# Financing Energy Efficiency and Water Conservation Retrofit Improvements For Western Riverside County



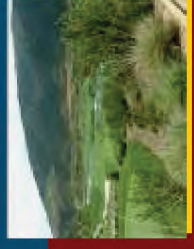
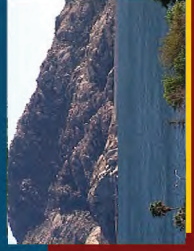
City of Moreno Valley  
City Council Meeting  
October 13, 2009





## AB 811: Contractual Assessments: Energy Efficiency Improvements

- Signed into law on July 21, 2008. Provides opportunities for people with existing homes or businesses to finance the installation of solar and other energy efficiency improvements with loans that would be repaid through property taxes;
- Goal is to remove financial barriers that prevent property owners from installing energy efficiency upgrades by allowing for long term financing; and
- A jurisdiction and an interested property owner would enter into an agreement to finance the installation of energy efficiency sources that are permanently fixed to the structure.



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# Benefits

## For property owners

- Doesn't require "up-front" costs to be borne by the property owner(s);
- Provides fixed-rate financing and repayment process via property taxes;
- Provides access to financing that may not readily be available through traditional means, such as home equity loans; and
- Investment recaptured through lower utility bills.

## For Western Riverside County

- Creates an estimated 3,216 jobs;
- Provides a mechanism to retrofit thousands of properties and achieve significant energy savings;
- Results in air quality improvements and greenhouse gas emission reductions; and
- Reduces / delays the need for costly infrastructure investments related to energy production and transmission.

## Benefits of Subregional Approach

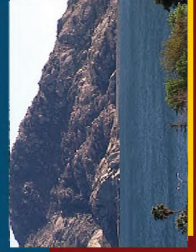
- Economies of scale;
- Reduced burden on local jurisdiction on staffing its own program;
- Leveraging and coordination of funding sources;
- Consistent regional messaging and marketing; and
- Consistent program design and implementation.



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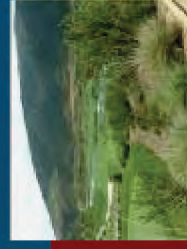
## Eligible Improvements

Staff is in the process of developing a formal eligible listing of improvements that can be financed under the Program. These include but are not limited to:

- Geothermal exchange heat pumps;
- Home EV charging installations;
- Natural gas storage water heater;
- Tankless water heater;
- Windows and glass doors;
- Window filming;
- Home sealing;
- Lighting control systems;
- Solar thermal systems (hot water);
- Solar thermal systems for pool heating; and
- Photovoltaic systems.



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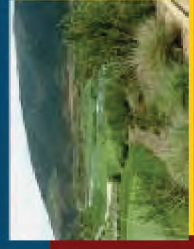
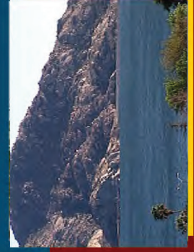


# Example of Costs / Savings / Payments

- Avg. Home Electric Bill (annual): **\$2,300** (Source: Alliance to Save Energy).
- Heating and Cooling System: **45%** of electric bill (Estimate, Source: Trane).
- Install Energy Efficient Heating and Ventilation (HAV) system: **\$10,000** (Estimate).
- Energy Savings (new vs. old): **40%** energy savings for HAV system (Source: Trane).
- Customer Savings: **\$414** per year or **\$34.50** per month.
- Tax Credit: **30%** of cost up to **\$1,500** (Source: IRS).
- AB 811 Program: Finance **\$8,500** over **15** years at **4%** interest rate to be paid back on tax bill.
- Approximate Tax Bill (delta): **\$754.44** per year or **\$62.87** per month.



City of Moreno Valley  
City Council Meeting  
October 13, 2009





## WRCOG Program Goals

- Implement an Energy Efficiency Program on a subregional scale.
- Target: 189,000 residential and 7,000 commercial properties (pre 2000).
  - City of Moreno Valley has approximately 12,675 residential and 390 commercial properties that would receive a high rate of return on investment from this type of program.
- Target: \$300m program @ \$17,500 per residential property, @ \$30,000 per non-residential property.
- Offer low interest loans to approximately 13,500 properties (7% of the eligible residential and commercial properties in the subregion) for energy efficiency, water conservation, and solar projects.
- Create an estimated 3,200\* new jobs in the subregion and retain potentially 100's or even 1,000's of existing jobs.

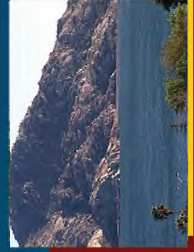
(\* based on Obama administration economic advisors job creation report)



City of Moreno Valley

City Council Meeting

October 13, 2009



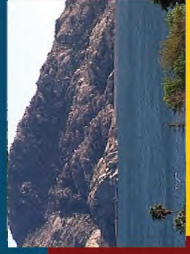


## WRCOG's Responsibilities

1. Identify and receive funding to implement the Program;
2. Conduct training sessions for contractors;
3. Conduct outreach for the program;
4. Work with the Utilities to have either energy and/or water conservation surveys conducted (this would be done by the Utility or WRCOG staff);
5. Receive, process, and approve/deny loan applications;
6. Receive and answer questions from public on the Program;
7. Process title checks on properties; and
8. Track and report on job creation and job retention in the subregion;

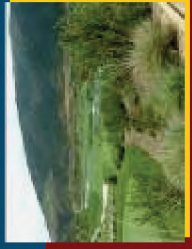


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# Jurisdictional Responsibilities

1. Provide intent to participate in the WRCOG Program by approving resolution and agreement (provided by WRCOG).
2. Process permits for homeowners / businesses as required by jurisdiction.



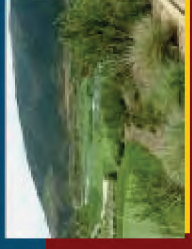
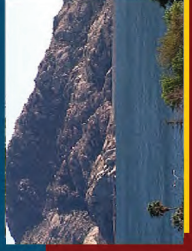
**City of Moreno Valley  
City Council Meeting  
October 13, 2009**



# Funding

WRCOG staff is examining a number of funding options:

- WRCOG staff proposes solicitation of a federal loan (\$300 million) to implement the subregional program; and
- Loan to be paid off (with interest) over a specified period of time.
- California Energy Commission – State Energy Program;
- California Energy Commission – Energy Efficiency Loan Program;
- Small Business Alliance Micro-lender Program;
- U.S. Department of Energy, National Energy Technology Laboratory “Unsolicited Proposals” Program; and
- Federal stimulus or other funds.

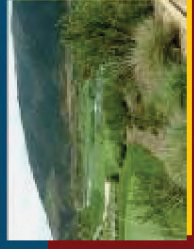


**City of Moreno Valley  
City Council Meeting  
October 13, 2009**

# Next Steps

## Jurisdictions

- Notify WRCOG staff of jurisdictions intent.
- An authorizing resolution and agreement will be needed that authorizes WRCOG to implement the Program on their behalf.
- A draft agreement and resolution is provided.



**City of Moreno Valley  
City Council Meeting  
October 13, 2009**



## QUESTIONS?

### Contact Information:

Western Riverside Council of Governments  
4080 Lemon Street, 3<sup>rd</sup> Floor  
Riverside, CA 92501

Rick Bishop, Executive Director  
(951) 955-8303 or e-mail [bishop@wrcog.ca.us](mailto:bishop@wrcog.ca.us)

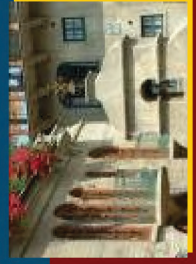
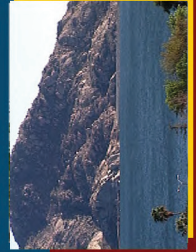
Barbara Spoonhour, Program Manager  
(951) 955-8313 or e-mail [spoonhour@wrcog.ca.us](mailto:spoonhour@wrcog.ca.us)



**City of Moreno Valley**

**City Council Meeting**

**October 13, 2009**





# FINANCING ENERGY EFFICIENCY AND WATER CONSERVATION RETROFIT IMPROVEMENTS FOR WESTERN RIVERSIDE COUNTY

## Frequently Asked Questions

### Member Jurisdictions / Agencies

County of Riverside

City of Banning

City of Beaumont

City of Calimesa

City of Canyon Lake

City of Corona

City of Hemet

City of Lake Elsinore

City of Menifee

City of Moreno Valley

City of Murrieta

City of Norco

City of Perris

City of Riverside

City of San Jacinto

City of Temecula

City of Wildomar

Eastern Municipal Water District

Western Municipal Water District

Western Riverside Council of Governments

4080 Lemon Street,  
3rd Floor  
Riverside, CA 92501  
Phone: (951) 955-7985  
Fax: (951) 787-7991  
www.wrcog.cog.ca.us

**What is this Program?** The goal of the Program is to offer low interest loans to approximately 13,500 homes and businesses in Western Riverside County for the purchase and installation of energy efficiency and water conservation improvements. Loans to property owners would be repaid over a period of years through voluntary annual assessments.

**Why will a loan Program work?** Many homeowners and businesses desire to retrofit older buildings in order to achieve energy efficiencies and lower related energy costs. Unfortunately, the up-front, one-time costs for installing these kinds of improvements are often an impediment to energy efficient retrofitting. This loan Program will remove this funding impediment, and allow for thousands of properties in one of the fastest growing areas in the United States to reduce energy use, improve home values, and create jobs.

**Who will implement the Program?** The Program will be administered by the Western Riverside Council of Governments (WRCOG). WRCOG is a joint powers authority consisting of each of the 16 cities in Western Riverside County, the County of Riverside, and the Eastern Municipal Water District and Western Riverside Water District. A regional approach to program implementation through WRCOG will provide for a consistent approach throughout Western Riverside County and achieve significant economies of scale as they relate to costs for staffing. As part of its responsibilities, WRCOG will develop the Program implementation / administration parameters, conduct energy and water surveys, develop Program outreach materials and campaign, develop and conduct training workshops, initiate loans and develop tracking and reporting mechanisms.

**How will the Program work?** This is a voluntary program. Willing property owners will apply for Program coverage, and describe the energy and/or water saving improvement(s) desired to be purchased and installed. If approved, WRCOG and the property owner will enter into an assessment contract, through which WRCOG will pay the up-front costs of the energy efficient improvements. WRCOG will place an assessment lien on the property, and the property owner will repay WRCOG for the improvements as part of an annual assessment on the property tax bill over a specified period of time.

**What kinds of improvements qualify?** WRCOG will work with member jurisdictions, water districts, and utilities to develop a listing of eligible projects that the loans will cover. Generally, these are improvements that would be considered as permanent fixtures to a property. These include, but are not limited to solar panels, heating and air conditioning systems, pool filtration equipment, windows and doors, and other investments that will significantly reduce energy use and, in many instances, pay for themselves over time through reduced utility bills.

**Who qualifies to participate?** Property owners may be individuals, associations, business entities, cooperatives, and virtually any owner paying real property taxes. Any residential, commercial, or industrial property owner in participating jurisdictions can participate in the program. In order to qualify, the property owner must: 1) Have clear title to the property; 2) Be current on property taxes; 3) Be current on mortgage payments; and 4) Request improvements that are reasonable both in cost, and in relation to the property value. Properties built prior to 2000 would most likely receive a larger return on energy efficient retrofit investments. In Western Riverside County, there are approximately 189,000 residential properties and 7,000 commercial properties that were constructed prior to 2000.



# FINANCING ENERGY EFFICIENCY AND WATER CONSERVATION RETROFIT IMPROVEMENTS FOR WESTERN RIVERSIDE COUNTY

## Frequently Asked Questions

### Member Jurisdictions / Agencies

County of Riverside

City of Banning

City of Beaumont

City of Calimesa

City of Canyon Lake

City of Corona

City of Hemet

City of Lake Elsinore

City of Menifee

City of Moreno Valley

City of Murrieta

City of Norco

City of Perris

City of Riverside

City of San Jacinto

City of Temecula

City of Wildomar

Eastern Municipal Water District

Western Municipal Water District

Western Riverside Council of Governments

4080 Lemon Street,  
3rd Floor  
Riverside, CA 92501  
Phone: (951) 955-7985  
Fax: (951) 787-7991

**What are the economic impacts?** Using methodological information from the Obama Administration, it is estimated that implementing a \$300 million Program would create or retain an estimated 3,200 jobs in Western Riverside County.

**What are the benefits to the Western Riverside County?** In addition to significant jobs creation, the Program will also:

- Reduce/delay the need for costly infrastructure investments related to additional energy generation and transmission facilities;
- Reduce utility bills for thousands of property owners;
- Improve home and property values by upgrading buildings with energy efficient improvements;
- Position Western Riverside County as a leader in improving air quality and reducing greenhouse gas emissions via a coordinated, large-scale effort supported by jurisdictions in one of the fastest-growing regions in the United States.

**What are the Program benefits to property owners?**

- Provides no-money-down means of financing energy efficiency and conservation improvements;
- Provides a fixed-rate financing over a number of years;
- Provides financing without requiring a property appraisal;
- Provides an easy-to-understand and straightforward financing process;
- Provides residents and businesses access to financing that might not readily be available through traditional means, such as home equity loans;
- Removes the initial up-front costs from being a detriment to energy efficient retrofitting.

**What would an average loan amount be?** WRCOG estimates that average residential property loan will be \$17,500, and average commercial property loan will be approximately \$30,000.

**What happens if a participant sells their property?** The tax obligation will remain an obligation of the property when it is sold. If a participant sells a property prior to the end of the contract tax period, the new owner will assume the obligation as part of the annual tax obligation on that property. The energy systems are part of the property and ownership of the energy system will transfer to the new owner at the close of the real estate sale.

**What are the loan terms?** The loan terms can run 5, 10, 15, and 20 years. The terms will be based on the type and cost of improvements.

**What is the interest rate?** The interest rate for the Program will be determined once funding for the Program has been secured.

**Does the Property still qualify for rebates or tax credits?** Yes, rebates or other incentives that are received at the time of project completion or shortly thereafter (by either the property owner or the contractor) so as to reduce the costs of a project at the outset will not be included in the financing amount. Tax credits that may eventually be available to a property owner and would vary based on applicable tax brackets are not taken into account in determining the financing amount.



# Western Riverside County's Proposed Regional Energy Efficiency and Water Conservation Program

## Frequently Asked Questions

### Member Jurisdictions / Agencies

County of Riverside

City of Banning

City of Beaumont

City of Calimesa

City of Canyon Lake

City of Corona

City of Hemet

City of Lake Elsinore

City of Menifee

City of Moreno Valley

City of Murrieta

City of Norco

City of Perris

City of Riverside

City of San Jacinto

City of Temecula

City of Wildomar

Eastern Municipal  
Water District

Western Municipal  
Water District

*Western Riverside  
Council of  
Governments*

4080 Lemon Street,  
3rd Floor  
Riverside, CA 92501  
Phone: (951) 955-7985  
Fax: (951) 787-7991  
[www.wrcog.cog.ca.us](http://www.wrcog.cog.ca.us)

**How will the Program be funded?** WRCOG is seeking a \$300 million loan from the federal government to spearhead the Program. The loan would be fully repaid.

**What if the Special Tax or Assessment is not paid by the property owner?** The Special Tax or Assessments, like other property taxes, will be secured by a lien on the property, which ranks senior to the first mortgage.

**What about foreclosures?** As WRCOG secures funding for the Program, 10% of these funds will be set aside in a reserve account that will be used to assist properties that fall behind on their tax bill for 6 to 12 months.

**What happens if the mortgage company pays the property taxes?** If the property owner has their mortgage company makes their tax payments, the property owner should advise the lender of the assessment on the property, so that the proper amount can be set aside for both the taxes and the assessment.

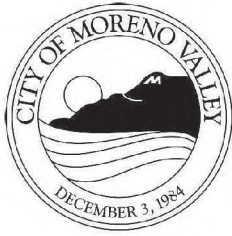
**How do jurisdictions participate?** A jurisdiction that wishes to participate in the program must notify WRCOG staff of its intent and approve a resolution and agreement authorizing WRCOG to implement the Program on their behalf. A copy of the draft agreement and resolution will be provided by WRCOG.

**What level of involvement is required from the jurisdiction?** After providing WRCOG with the appropriate notification to participate in the program, the only role of cities and counties will be to process the permits they require for the installation of the energy efficient equipment.

For more information, please contact Barbara Spoonhour, WRCOG Program Manager at (951) 955-8313 or by e-mail at [spoonhour@wrcog.cog.ca.us](mailto:spoonhour@wrcog.cog.ca.us).



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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk, CMC

**AGENDA DATE:** October 13, 2009

**TITLE:** APPOINTMENTS TO THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD AND THE RECREATIONAL TRAILS BOARD

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council, after reviewing the ballots provided by the City Clerk:

1. Review the ballots for appointments to the Environmental and Historical Preservation Board and the Recreational Trails Board (to be provided by the City Clerk) and mark your choices where appropriate; or
2. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

### **BACKGROUND**

Applications were accepted by the City Clerk's Office to fill vacancies for the Environmental and Historical Preservation Board and the Recreational Trails Board. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointees will serve without compensation for designated terms.

The Environmental and Historical Preservation Board has two vacant positions with terms expiring June 30, 2012. The City Clerk's Office received one application from Brian Stokes.

The Recreational Trails Board has two vacant positions with terms expiring June 30, 2012 and one vacant position with a term expiring June 30, 2011. The City Clerk's Office received two applications for this Board. Applications were submitted by Radene Ramos Hiers and Brian Stokes.

Per the Council-adopted policy, prospective applicants are required to attend at least one meeting of their desired board or commission prior to appointment. Brian Stokes, an applicant to the Environmental and Historical Preservation Board and the Recreational Trails Board, planned to attend a meeting in September.

**ALTERNATIVES**

The Recreational Trails Board considers matters pertaining to single-use and multi-use recreational trails, including bicycle, jogging and equestrian trails within or affecting the City. The Environmental and Historical Preservation Board considers matters pertaining to the preservation of the City's heritage and cultures, and matters of environmental concern, including matters pertaining to hazardous materials and waste within or affecting the City. Choosing not to fill vacancies on the above-mentioned boards would result in decreased participation from residents. This option is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council make the recommended appointments.

**NOTIFICATION**

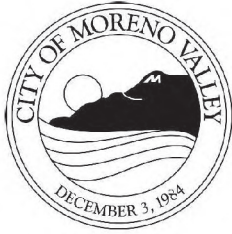
1. Publication of the agenda
2. Report and agenda mailed to applicants

Prepared By:  
Ewa Lopez  
Deputy City Clerk, CMC

Department Head Approval:  
Jane Halstead  
City Clerk, CMC

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

\\zurich\shared\InterDept\Council-Clerk\City Clerk Files\Advisory Boards and Commissions\Appointment Staff Reports\2009\1013.doc



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

## Report to City Council

---

**TO:** Mayor and City Council

**FROM:** Steve Elam, Financial & Administrative Services Director

**AGENDA DATE:** October 13, 2009

**TITLE:** A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE SALE OF THE SELLER'S PROPOSITION 1A RECEIVABLE FROM THE STATE; AND DIRECTING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council adopt Resolution No. 2009-101 approving the form of and authorizing the execution and delivery of a Purchase and Sale Agreement and related documents with respect to the sale of the seller's Proposition 1A receivable from the State; and directing and authorizing certain other actions in connection therewith.

### **BACKGROUND**

#### ***Proposition 1A Suspension***

Proposition 1A was passed by California voters in 2004 to ensure that local property tax and sales tax revenues remain with local government; thereby safeguarding funding for public safety, health, libraries, parks, and other local services. Provisions of Proposition 1A can only be suspended if the Governor declares a fiscal necessity and two-thirds of the State Legislature concurs.

The emergency suspension of Proposition 1A was passed by the State Legislature and signed by the Governor as ABX4 14 and ABX4 15 as part of the State's 2009-10 budget



package on July 28, 2009. Under these provisions, the State will borrow 8% of the amount of property tax revenue apportioned to cities, counties and special districts. The State will be required to repay those obligations plus interest by June 30, 2013.

The State Legislature is currently reviewing a clean-up bill, SB67, which would provide for several critical changes to the enacted legislation, including a financing mechanism called the "Proposition 1A Securitization Program", through which cities, counties, and special districts may sell their property tax receivable and, in turn, receive full payment of their property tax allocation in Fiscal Year (FY) 2009-10. While SB 67 has not been passed and signed into law at the time of this staff report preparation, it is expected to occur prior to funding of the Proposition 1A Securitization Program. If for any reason SB 67 is not enacted and the financing cannot proceed, all executed documents related to the Securitization Program that have placed in escrow with transaction counsel will be of no force and effect and will be destroyed.

### ***Proposition 1A Securitization Program***

Authorized under ABX4 14 and ABX4 15, the Proposition 1A Securitization Program was instituted by the California Statewide Communities Development Authority (known as "California Communities") to enable local agencies to sell their respective Proposition 1A receivables to California Communities. Currently, SB67 is being considered to clarify specific aspects of ABX4 14 and ABX4 15. Under the Securitization Program, California Communities will simultaneously purchase the Proposition 1A receivables, issue bonds ("Prop 1A Bonds") and provide each local agency with the cash proceeds in two equal installments, on January 15, 2010 and May 3, 2010, to coincide with the dates that the State will be shifting property tax from local agencies. **The purchase price paid to the local agencies will equal 100% of the amount of the property tax reduction. All transaction costs of issuance and interest will be paid by the State of California. Participating local agencies will have no obligation on the bonds and no credit exposure to the State.**

If the City sells its Proposition 1A receivable under the Proposition 1A Securitization Program, California Communities will pledge the City's Proposition 1A receivable to secure the repayment of a corresponding amount of the Prop 1A Bonds. The City's sale of its Proposition 1A receivable will be irrevocable. Bondholders will have no recourse to the City if the State does not make the Proposition 1A repayment.

### ***Proposition 1A Program Sponsor***

California Communities is a Joint Powers Authority (JPA) sponsored by the California State Association of Counties and the League of California Cities. California Communities' mission is to provide local governments and private entities access to low-cost, tax-exempt financing for projects that provide a tangible public benefit, contribute to social and economic growth, and improve the overall quality of life in local governments throughout California. The member agencies of California Communities include approximately 230 cities and 54 counties throughout California. California Communities has issued more than \$42 billion in tax-exempt debt since its inception in 1988.

## **DISCUSSION**

When the City's FY 2009-10 budget was adopted on June 30, 2009, it was anticipated that the State would enact the borrowing provisions of Proposition 1A, which would result in a property tax revenue loss of 8% of total FY 2009-10 property tax for Moreno Valley, totaling nearly \$3 million. To prepare for this expected State action, the City Council authorized staff to backfill the property tax revenue loss with a loan from the Equipment Replacement Fund. However, participation in the Proposition 1A Securitization Program will enable the City to receive its full property tax allocation without borrowing from the Equipment Replacement Fund. This benefit and others related to the Proposition 1A Securitization Program are summarized below:

### ***Benefits of Participation in the Proposition 1A Securitization Program***

- Immediate cash relief - The sale of the City's Proposition 1A receivable will provide the City with 100% of its Proposition 1A receivable in two equal installments, on January 15, 2010 and May 3, 2010.
- Mitigates impact of 8% property tax withholding in January and May - Per ABX4 14 and ABX4 15 and the proposed clean-up legislation, SB 67, the State will withhold 8% of property tax receivables due to cities, counties, and special districts under Proposition 1A. The financing outlines bond proceeds to be distributed to coincide with the dates that the State will be shifting property tax from local agencies.
- All costs of financing borne by the State of California - The City will not have to pay any interest cost or costs of issuance in connection with its participation in the program.
- No obligation on Bonds - The City has no obligation with respect to the payment of the bonds, nor any reporting, disclosure or other compliance obligations associated with the bonds.

### ***Proceeds of the Sale of the City's Proposition 1A Receivable***

Upon delivery of the Prop 1A Bonds, California Communities will make available to the City its fixed purchase price, which will equal 100% of the City's Proposition 1A receivable. These funds may be used for any lawful purpose of the City and are not restricted by the program.

Following is a brief description of the various documents that need to be approved by the City in order to participate in the Proposition 1A Securitization Program. Although the form of the documents may vary somewhat from the City's standard form, participation in the program requires that these documents be executed exactly as prepared by California Communities' legal counsel. Since virtually all cities, counties and special districts in the State are expected to participate in this program, customization of documents by the various agencies is not possible.



### Proposition 1A Receivables Sale Resolution

- Authorizes the sale of the City's Proposition 1A receivable to California Communities for 100% of its receivable;
- Approves the form, and directs the execution and delivery, of the Purchase and Sale Agreement with California Communities and related documents;
- Authorizes and directs any Authorized Officer to send, or to cause to be sent, an irrevocable written instruction required by statute to the State Controller notifying the State of the sale of the Proposition 1A receivable and instructing the disbursement of the Proposition 1A receivable to the Proposition 1A Bond Trustee;
- Appoints certain City officers and officials as Authorized Officers for purposes of signing documents; and
- Authorizes miscellaneous related actions and makes certain ratifications, findings and determinations required by law.

### Purchase and Sale Agreement

- Provides for the sale of the Proposition 1A receivable to California Communities;
- Contains representations and warranties of the City to assure California Communities that the Proposition 1A receivable has not been previously sold, is not encumbered, that no litigation or other actions is pending or threatened to disrupt the transaction and that this is an arm's length "true sale" of the Proposition 1A receivable;
- Provides mechanics for payment of the purchase price; and
- Contains other miscellaneous provisions.

### Purchase and Sale Agreement Exhibits

- (B1) Opinion of Counsel: This is an opinion of the legal counsel to the local agency (which may be an in-house counsel or an outside counsel) covering basic approval of the documents, litigation, and enforceability of the document against the seller. It will be dated as of the pricing date of the bonds (currently expected to be November 10, 2009).
- (B2) Bringdown Opinion: This simply "brings down" the opinions to the closing date (currently expected to be November 19, 2009).
- (C1) Certificate of the Clerk of the Local Agency: A certificate of the City Clerk confirming that the resolution was duly adopted and is in full force and effect.
- (C2) Seller Certificate: A certification of the seller dated as of the pricing date confirming that the representations and warranties of the seller are true as of the pricing date, confirming authority to sign, confirming due approval of the resolution and providing payment instructions.

- (C3) Bill of Sale and Bringdown Certificate: Certificate that brings the certifications of C2 down to the closing date and confirms the sale of the Proposition 1A receivable as of the closing date.
- (D) Irrevocable Instructions to the Controller: Required in order to let the State Controller know that the Proposition 1A receivable has been sold and directing the State to make payment of the receivable to the Trustee on behalf of the Purchaser.
- (E) Escrow Instruction Letter: Instructs Transaction Counsel (Orrick, Herrington & Sutcliffe, LLC) to hold all documents in escrow until closing, and if closing does not occur by December 31, 2009 for any reason, to destroy all documents.

### **ALTERNATIVES**

The following alternatives are available to the City Council:

1. Adopt Resolution No. 2009-101 and related documents authorizing the City's participation in the Proposition 1A Securitization Program. ***Staff recommends this alternative as it will provide the City with 100% of its property tax allocation for FY 2009-10 without incurring any costs of issuance or interest, obligation on the bonds, or credit exposure. This alternative will also preclude a loan from the Equipment Replacement Fund to backfill property tax borrowed by the State.***
2. Do not adopt Resolution No. 2009-101 and related documents; thereby opting to not participate in the Proposition 1A Securitization Program. ***Staff does not recommend this alternative as it will result in a reduction of the City's property tax revenues for FY 2009-10 of nearly \$3 million and require borrowing of an equal amount from the City's Equipment Replacement Fund.***
3. Provide staff with further direction.

### **FISCAL IMPACT**

Based on the State Legislature's adoption of ABX4 14 and ABX4 15 as part of the State's 2009-10 budget package, the following allocations of FY 2009-10 property tax are scheduled to be borrowed by the State instead of paid to the City of Moreno Valley, per the estimate provided by the Riverside County Auditor-Controller's Office on September 16, 2009.

General Fund:	\$2,609,880
CSD Zone A / Parks:	189,059
CSD Zone B / Street Lighting:	9,173
CSD Zone L / Library:	141,718
Total	<u>\$2,949,830</u>

In conjunction with adoption of the FY 2009-10 budget, the City Council authorized a loan from the Equipment Replacement Fund to backfill the loss of property tax revenue resulting from the anticipated State action to borrow these funds. Participation in the Proposition 1A Securitization Program will provide the City with its full property tax allocation for FY 2009-10, such that a loan from the Equipment Replacement Fund will not be necessary. As previously indicated, all costs of participating in the Proposition 1A Securitization Program will be paid by the State of California. Additionally, participating local agencies will have no obligation for the Prop 1A Bonds and no credit exposure to the State.

### **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.

### **SUMMARY**

As part of the State's 2009-10 budget package approved on July 28, 2009, legislation was enacted allowing the State to borrow 8% of the amount of property tax revenue apportioned to cities, counties and special districts. The State will be required to repay those obligations plus interest by June 30, 2013. The impact of this borrowing on the City of Moreno Valley will be a loss of nearly \$3 million in FY 2009-10. The State Legislature is currently reviewing a clean-up bill, SB67, which would provide for several critical changes to the enacted legislation, including a Securitization Program sponsored by the California Statewide Communities Development Authority ("California Communities"). Under this Securitization Program, California Communities will simultaneously purchase the property tax receivables, issue bonds ("Prop 1A Bonds") and provide each local agency with the cash proceeds in two equal installments, on January 15, 2010 and May 3, 2010, to coincide with the dates that the State will be shifting property tax from local agencies. The purchase price paid to the local agencies will equal 100% of the amount of the property tax reduction. All transaction costs of issuance and interest will be paid by the State of California. Participating local agencies will have no obligation for the bonds and no credit exposure to the State. Staff recommends that the City Council adopt Resolution No. 2009-101 to approve participation in the Proposition 1A Securitization Program, enabling the City to receive its full property tax allocation in FY 2009-10.

### **ATTACHMENTS/EXHIBITS**

Resolution No. 2009-101

Purchase and Sale Agreement between the City of Moreno Valley and California Statewide Communities Development Authority ("California Communities")

Prepared By:  
Steve Elam  
Financial & Administrative Services Director

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

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**RESOLUTION NO. 2009-101**

**CITY COUNCIL  
OF THE  
CITY OF MORENO VALLEY**

A RESOLUTION APPROVING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF A PURCHASE AND SALE AGREEMENT AND RELATED DOCUMENTS WITH RESPECT TO THE SALE OF THE SELLER'S PROPOSITION 1A RECEIVABLE FROM THE STATE; AND DIRECTING AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION THEREWITH

WHEREAS, pursuant to Section 25.5 of Article XIII of the California Constitution and Chapter 14XXXX of the California Statutes of 2009 (Assembly Bill No. 15), as amended (the "Act"), certain local agencies within the State of California (the "State") are entitled to receive certain payments to be made by the State on or before June 30, 2013, as reimbursement for reductions in the percentage of the total amount of ad valorem property tax revenues allocated to such local agencies during the State's 2009-10 fiscal year (the "Reimbursement Payments"), which reductions have been authorized pursuant to Sections 100.05 and 100.06 of the California Revenue and Taxation Code;

WHEREAS, the City of Moreno Valley, a local agency within the meaning of Section 6585(f) of the California Government Code (the "Seller"), is entitled to and has determined to sell all right, title and interest of the Seller in and to its "Proposition 1A receivable", as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, in order to obtain money to fund public capital improvements or working capital;

WHEREAS, the Seller is authorized to sell or otherwise dispose of its property as the interests of its residents require;

WHEREAS, the California Statewide Communities Development Authority, a joint exercise of powers authority organized and existing under the laws of the State (the "Purchaser"), has been authorized pursuant to Section 6588(x) of the California Government Code to purchase the Proposition 1A Receivable;

WHEREAS, the Purchaser desires to purchase the Proposition 1A Receivable and the Seller desires to sell the Proposition 1A Receivable pursuant to a purchase and sale agreement by and between the Seller and the Purchaser in the form presented to this City Council (the "Sale Agreement") for the purposes set forth herein;

WHEREAS, in order to finance the purchase price of the Proposition 1A Receivable from the Seller and the purchase price of other Proposition 1A Receivables from other local agencies, the Purchaser will issue its bonds (the "Bonds") pursuant to Section 6590 of the California Government Code and an Indenture (the "Indenture"), by and between the Purchaser and Wells Fargo Bank, National Association, as trustee (the "Trustee"), which Bonds will be payable solely



from the proceeds of the Seller's Proposition 1A Receivable and other Proposition 1A Receivables sold to the Purchaser by local agencies in connection with the issuance of the Bonds;

WHEREAS, the Seller acknowledges that (i) any transfer of its Proposition 1A Receivable to the Purchaser pursuant to the Sale Agreement shall be treated as an absolute sale and transfer of the property so transferred and not as a pledge or grant of a security interest by City of Moreno Valley to secure a borrowing, (ii) any such sale of its Proposition 1A Receivable to the Purchaser shall automatically be perfected without the need for physical delivery, recordation, filing or further act, (iii) the provisions of Division 9 (commencing with Section 9101) of the California Commercial Code and Sections 954.5 to 955.1 of the California Civil Code, inclusive, shall not apply to the sale of its Proposition 1A Receivable, and (iv) after such transfer, the Seller shall have no right, title, or interest in or to the Proposition 1A Receivable sold to the Purchaser and the Proposition 1A Receivable will thereafter be owned, received, held and disbursed only by the Purchaser or a trustee or agent appointed by the Purchaser;

WHEREAS, the Seller acknowledges that the Purchaser will grant a security interest in the Proposition 1A Receivable to the Trustee and any credit enhancer to secure payment of the Bonds;

WHEREAS, a portion of the proceeds of the Bonds will be used by the Purchaser to, among other things, pay the purchase price of the Proposition 1A Receivable;

WHEREAS, the Seller will use the proceeds received from the sale of the Proposition 1A Receivable for any lawful purpose as permitted under the applicable laws of the State;

NOW THEREFORE, the City Council of the City of Moreno Valley hereby resolves as follows:

Section 1. All of the recitals set forth above are true and correct, and this City Council hereby so finds and determines.

Section 2. The Seller hereby authorizes the sale of the Proposition 1A Receivable to the Purchaser for a price equal to the amount certified as the Initial Amount (as defined in the Sale Agreement) by the County auditor pursuant to the Act. The form of Sale Agreement presented to the City Council is hereby approved. An Authorized Officer (as set forth in Appendix A of this Resolution, attached hereto and by this reference incorporated herein) is hereby authorized and directed to execute and deliver the Sale Agreement on behalf of the Seller, which shall be in the form presented at this meeting.

Section 3. Any Authorized Officer is hereby authorized and directed to send, or to cause to be sent, an irrevocable written instruction to the State Controller (the "Irrevocable Written Instruction") notifying the State of the sale of the Proposition 1A Receivable and instructing the disbursement pursuant to Section 6588.6(c) of California Government Code of the Proposition 1A Receivable to the Trustee, on behalf of the Purchaser, which Irrevocable Written Instruction shall be in the form presented at this meeting.

Section 4. The Authorized Officers and such other Seller officers, as appropriate, are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents, including but not limited to, if required, appropriate escrow instructions relating to the delivery into escrow of executed documents prior to the closing of the Bonds, and such other documents mentioned in the Sale Agreement or the Indenture, which any of them may deem necessary or desirable in order to implement the Sale Agreement and otherwise to carry out, give effect to and comply with the terms and intent of this Resolution; and all such actions heretofore taken by such officers are hereby ratified, confirmed and approved.

Section 5. All consents, approvals, notices, orders, requests and other actions permitted or required by any of the documents authorized by this Resolution, whether before or after the sale of the Proposition 1A Receivable or the issuance of the Bonds, including without limitation any of the foregoing that may be necessary or desirable in connection with any default under or amendment of such documents, may be given or taken by an Authorized Officer without further authorization by this City Council, and each Authorized Officer is hereby authorized and directed to give any such consent, approval, notice, order or request, to execute any necessary or appropriate documents or amendments, and to take any such action that such Authorized Officer may deem necessary or desirable to further the purposes of this Resolution.

Section 6. The City Council acknowledges that, upon execution and delivery of the Sale Agreement, the Seller is contractually obligated to sell the Proposition 1A Receivable to the Purchaser pursuant to the Sale Agreement and the Seller shall not have any option to revoke its approval of the Sale Agreement or to determine not to perform its obligations thereunder.

Section 7. This Resolution shall take effect from and after its adoption and approval.

PASSED AND ADOPTED by the City Council of the City of Moreno Valley, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by the following vote:

AYES:

NOES:

ABSENT:

\_\_\_\_\_

Mayor

Attest:

\_\_\_\_\_  
City Clerk

Approved as to form :

SELLER'S COUNSEL

By \_\_\_\_\_

Dated: \_\_\_\_\_

**APPENDIX A**

**CITY OF MORENO VALLEY**

**Authorized Officers:**

**Betsy M. Adams, Assistant City Manager**

**Steve Elam, Financial & Administrative Services Director**

**Cynthia A. Fortune, Budget Officer**

any designee of any of them, as appointed in a written certificate of such Authorized Officer delivered to the Trustee.

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**CITY OF MORENO VALLEY, CALIFORNIA,**  
as Seller

and

**CALIFORNIA STATEWIDE COMMUNITIES  
DEVELOPMENT AUTHORITY,**  
as Purchaser

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**PURCHASE AND SALE AGREEMENT**

Dated as of November 1, 2009

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## **PURCHASE AND SALE AGREEMENT**

THIS PURCHASE AND SALE AGREEMENT, dated as of November 1, 2009 (this "Agreement"), is entered into by and between:

- (1) **CITY OF MORENO VALLEY**, a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code (the "Seller"); and
- (2) **CALIFORNIA STATEWIDE COMMUNITIES DEVELOPMENT AUTHORITY**, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Purchaser").

### **RECITALS**

A. Pursuant to Section 25.5 of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, local agencies within the meaning of Section 6585(f) of the California Government Code are entitled to receive certain payments to be made by the State of California (the "State") on or before June 30, 2013, as reimbursement for reductions in the percentage of the total amount of ad valorem property tax revenues allocated to such local agencies during the State's 2009-10 fiscal year, which reductions have been authorized pursuant to Sections 100.05 and 100.06 of the California Revenue and Taxation Code.

B. The Seller is the owner of the Proposition 1A Receivable (as defined below) and is entitled to and has determined to sell all right, title and interest in and to the Proposition 1A receivable, namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code, in order to obtain money to fund any lawful purpose as permitted under the applicable laws of the State.

C. The Seller is authorized to sell or otherwise dispose of its property as the interests of its residents require.

D. The Purchaser, a joint exercise of powers authority organized and existing under the laws of the State, has been authorized pursuant to Section 6588(x) of the California Government Code to purchase the Proposition 1A Receivable.

E. The Seller is willing to sell, and the Purchaser is willing to purchase, the Proposition 1A Receivable upon the terms specified in this Agreement.

F. Pursuant to its Proposition 1A Receivable Financing Program (the "Program"), the Purchaser will issue its bonds (the "Bonds") pursuant to an Indenture (the "Indenture"), between the Purchaser and Wells Fargo Bank, National Association, as trustee (the "Trustee"), and will use a portion of the proceeds thereof to purchase the Proposition 1A Receivable from the Seller.

G. The Purchaser will grant a security interest in such Proposition 1A Receivable to the Trustee and each Credit Enhancer to secure the Bonds.

## AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals and the mutual covenants herein contained, the parties hereto hereby agree as follows:

### 1. Definitions and Interpretation.

(a) For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in Exhibit A attached hereto and which is incorporated by reference herein.

(b) The words “hereof,” “herein,” “hereunder” and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement; section and exhibits references contained in this Agreement are references to sections and exhibits in or to this Agreement unless otherwise specified; and the term “including” shall mean “including without limitation.”

(c) Any agreement, instrument or statute defined or referred to herein or in any instrument or certificate delivered in connection herewith means such agreement, instrument or statute as from time to time may be amended, modified or supplemented and includes (in the case of agreements or instruments) references to all attachments and exhibits thereto and instruments incorporated therein; and any references to a Person are also to its permitted successors and assigns.

### 2. Agreement to Sell and Purchase; Conditions Precedent.

(a) The Seller agrees to sell, and the Purchaser agrees to purchase, on the Closing Date, for an amount equal to the Purchase Price, all right, title and interest of the Seller in and to the “Proposition 1A receivable” as defined in Section 6585(g) of the California Government Code (the “Proposition 1A Receivable”), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code. The Purchase Price shall be paid by the Purchaser to the Seller in two equal cash installment payments, without interest (each, an “Installment Payment” and, collectively, the “Installment Payments”), on January 15, 2010, and May 3, 2010 (each a “Payment Date” and, collectively, the “Payment Dates”). The Purchaser shall pay the Purchase Price by wire transfer pursuant to wire instructions provided by the Seller to the Trustee by e-mail to john.delaray@wellsfargo.com or by facsimile to 213-614-3355, Attention: John Delaray. If wire instructions are not provided to the Trustee (or if such wire instructions are invalid) payment will be made by check mailed to the Seller’s Principal Place of Business.

(b) The performance by the Purchaser of its obligations hereunder shall be conditioned upon:

- (i) Transaction Counsel receiving on or before the date the Bonds are sold (the “Pricing Date”), to be held in escrow until the Closing Date and then delivered to the Purchaser on the Closing Date, the following documents



duly executed by the Seller or its counsel, as applicable: (1) an opinion of counsel to the Seller dated the Pricing Date in substantially the form attached hereto as Exhibit B1, (2) certificates dated the Pricing Date in substantially the forms attached hereto as Exhibit C1 and Exhibit C2, (3) irrevocable instructions to the Controller dated as of the Closing Date in substantially the form attached hereto as Exhibit D, (4) this Agreement, (5) a certified copy of the resolution of the Seller's City Council approving this Agreement, the transactions contemplated hereby and the documents attached hereto as exhibits, and (6) an escrow instruction letter in substantially the form attached hereto as Exhibit E;

- (ii) Transaction Counsel receiving on or before the Pricing Date, (1) a bringdown opinion of counsel to the Seller dated as of the Closing Date in substantially the form attached hereto as Exhibit B2, and (2) a bill of sale and bringdown certificate of the Seller (the "Bill of Sale") in substantially the form attached hereto as Exhibit C3; provided that the Purchaser may waive, in its sole discretion, the requirements of Section 2(b)(ii)(1);
- (iii) the Purchaser issuing Bonds in an amount which will be sufficient to pay the Purchase Price; and
- (iv) the receipt by the Purchaser of a certification of the County Auditor confirming the Initial Amount of the Proposition 1A Receivable pursuant to the Act.

(c) The performance by the Seller of its obligations hereunder shall be conditioned solely upon the Purchaser's issuance of the Bonds its execution and delivery of this Agreement, pursuant to which it is legally obligated to pay the Installment Payments to the Seller on the Payment Dates as set forth in this Agreement, and no other act or omission on the part of the Purchaser or any other party shall excuse the Seller from performing its obligations hereunder. Seller specifically disclaims any right to rescind this Agreement, or to assert that title to the Proposition 1A Receivable has not passed to the Purchaser, should Purchaser fail to make Installment Payments in the requisite amounts on the Payment Dates.

3. Purchase Price, Conveyance of Proposition 1A Receivable and Payment of Purchase Price.

(a) Upon pricing of the Bonds by the Purchaser, the Purchaser will inform the Seller that it will pay the Purchase Price in Installment Payments on the Payment Dates.

(b) In consideration of the Purchaser's agreement to pay and deliver to the Seller the Installment Payments on the Payment Dates, the Seller agrees to (i) transfer, grant, bargain, sell, assign, convey, set over and deliver to the Purchaser, absolutely and not as collateral security, without recourse except as expressly provided herein, and the Purchaser agrees to purchase, accept and receive, the Proposition 1A Receivable, and (ii) assign to the Purchaser, to the extent permitted by law, all present or future rights, if any, of the Seller to enforce or cause the enforcement of payment of the Proposition 1A Receivable pursuant to the Act and other

applicable law. Such transfer, grant, bargain, sale, assignment, conveyance, set over and delivery is hereby expressly stated to be a sale and, pursuant to Section 6588.6(b) of the California Government Code, shall be treated as an absolute sale and transfer of the Proposition 1A Receivable, and not as a grant of a security interest by the Seller to secure a borrowing. This is the statement referred to in Sections 6588.6(b) and (c) of the California Government Code.

4. Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Seller, as of the date hereof, as follows:

(a) The Purchaser is duly organized, validly existing and in good standing under the laws of the State of California.

(b) The Purchaser has full power and authority to enter into this Agreement and to perform its obligations hereunder and has duly authorized such purchase and assignment of the Proposition 1A Receivable by the Purchaser by all necessary action.

(c) Neither the execution and delivery by the Purchaser of this Agreement, nor the performance by the Purchaser of its obligations hereunder, shall conflict with or result in a breach or default under any of its organizational documents, any law, rule, regulation, judgment, order or decree to which it is subject or any agreement or instrument to which it is a party.

(d) To the best of the knowledge of the Purchaser, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Purchaser affecting the existence of the Purchaser or the titles of its commissioners or officers, or seeking to restrain or to enjoin the purchase of the Proposition 1A Receivable or to direct the application of the proceeds of the purchase thereof, or in any way contesting or affecting the validity or enforceability of any of the Transaction Documents or any other applicable agreements or any action of the Purchaser contemplated by any of said documents, or in any way contesting the powers of the Purchaser or its authority with respect to the Transaction Documents to which it is a party or any other applicable agreement, or any action on the part of the Purchaser contemplated by the Transaction Documents, or in any way seeking to enjoin or restrain the Purchaser from purchasing the Proposition 1A Receivable or which if determined adversely to the Purchaser would have an adverse effect upon the Purchaser's ability to purchase the Proposition 1A Receivable, nor to the knowledge of the Purchaser is there any basis therefor.

(e) This Agreement, and its execution, delivery and performance hereof have been duly authorized by it, and this Agreement has been duly executed and delivered by it and constitutes its valid and binding obligation enforceable against it in accordance with the terms hereof, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors' rights generally or the application of equitable principles in any proceeding, whether at law or in equity.

(f) The Purchaser is a separate legal entity, acting solely through its authorized representatives, from the Seller, maintaining separate records, books of account, assets, bank accounts and funds, which are not and have not been commingled with those of the Seller.



(g) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would adversely affect, the purchase by the Purchaser of the Proposition 1A Receivable or the performance by the Purchaser of its obligations under the Transaction Documents to which it is a party and any other applicable agreements, have been obtained and are in full force and effect.

(h) Insofar as it would materially adversely affect the Purchaser's ability to enter into, carry out and perform its obligations under any or all of the Transaction Documents to which it is a party, or consummate the transactions contemplated by the same, the Purchaser is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which it is a party or to which it or any of its property or assets is otherwise subject, and, to the best of the knowledge of the Purchaser, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, and the execution and delivery by the Purchaser of the Transaction Documents to which it is a party, and compliance by the Purchaser with the provisions thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the Purchaser a breach of or default under any agreement or other instrument to which the Purchaser is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Purchaser is subject.

5. Representations and Warranties of the Seller. The Seller hereby represents and warrants to the Purchaser, as of the date hereof, as follows:

(a) The Seller is a local agency within the meaning of Section 6585(f) of the California Government Code, with full power and authority to execute and deliver this Agreement and to carry out its terms.

(b) The Seller has full power, authority and legal right to sell and assign the Proposition 1A Receivable to the Purchaser and has duly authorized such sale and assignment to the Purchaser by all necessary action; and the execution, delivery and performance by the Seller of this Agreement has been duly authorized by the Seller by all necessary action.

(c) This Agreement has been, and as of the Closing Date the Bill of Sale will have been, duly executed and delivered by the Seller and, assuming the due authorization, execution and delivery of this Agreement by the Purchaser, each of this Agreement and the Bill of Sale constitutes a legal, valid and binding obligation of the Seller enforceable in accordance with its terms, subject to the effect of bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance and other similar laws relating to or affecting creditors' rights generally or the application of equitable principles in any proceeding, whether at law or in equity.

(d) All approvals, consents, authorizations, elections and orders of or filings or registrations with any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to, or the absence of which would adversely affect, the sale by the Seller of the Proposition 1A Receivable or the performance by the Seller of its



obligations under the Resolution and the Transaction Documents to which it is a party and any other applicable agreements, have been obtained and are in full force and effect.

(e) Insofar as it would materially adversely affect the Seller's ability to enter into, carry out and perform its obligations under any or all of the Transaction Documents to which it is a party, or consummate the transactions contemplated by the same, the Seller is not in breach of or default under any applicable constitutional provision, law or administrative regulation of the State of California or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which it is a party or to which it or any of its property or assets is otherwise subject, and, to the best of the knowledge of the Seller, no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or an event of default under any such instrument, and the adoption of the Resolution and the execution and delivery by the Seller of the Transaction Documents to which it is a party, and compliance by the Seller with the provisions thereof, under the circumstances contemplated thereby, do not and will not conflict with or constitute on the part of the Seller a breach of or default under any agreement or other instrument to which the Seller is a party or by which it is bound or any existing law, regulation, court order or consent decree to which the Seller is subject.

(f) To the best of the knowledge of the Seller, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Seller affecting the existence of the Seller or the titles of its **City Council** members or officers to their respective offices, or seeking to restrain or to enjoin the sale of the Proposition 1A Receivable or to direct the application of the proceeds of the sale thereof, or in any way contesting or affecting the validity or enforceability of any of the Transaction Documents or any other applicable agreements or any action of the Seller contemplated by any of said documents, or in any way contesting the powers of the Seller or its authority with respect to the Resolution or the Transaction Documents to which it is a party or any other applicable agreement, or any action on the part of the Seller contemplated by the Transaction Documents, or in any way seeking to enjoin or restrain the Seller from selling the Proposition 1A Receivable or which if determined adversely to the Seller would have an adverse effect upon the Seller's ability to sell the Proposition 1A Receivable, nor to the knowledge of the Seller is there any basis therefor.

(g) Prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller was the sole owner of the Proposition 1A Receivable, and has such right, title and interest to the Proposition 1A Receivable as provided in the Act. From and after the conveyance of the Proposition 1A Receivable by the Seller to Purchaser on the Closing Date, the Seller shall have no right, title or interest in or to the Proposition 1A Receivable. Except as provided in this Agreement, the Seller has not sold, transferred, assigned, set over or otherwise conveyed any right, title or interest of any kind whatsoever in all or any portion of the Proposition 1A Receivable, nor has the Seller created, or to the best knowledge of the Seller permitted the creation of, any lien, pledge, security interest or any other encumbrance (a "Lien") thereon. Prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller held title to the Proposition 1A Receivable free and clear of any Liens. As of the Closing Date, this Agreement, together with the Bill of Sale, constitutes a valid and absolute sale to the Buyer of all of the Seller's right, title and interest in and to the Proposition 1A Receivable.



(h) The Seller acts solely through its authorized officers or agents.

(i) The Seller maintains records and books of account separate from those of the Purchaser.

(j) The Seller maintains its respective assets separately from the assets of the Purchaser (including through the maintenance of separate bank accounts); the Seller's funds and assets, and records relating thereto, have not been and are not commingled with those of the Purchaser.

(k) The Seller's principal place of business and chief executive office is located at P.O. Box 88005, Moreno Valley, CA 92552-0805.

(l) The aggregate amount of the Installment Payments is reasonably equivalent value for the Proposition 1A Receivable. The Seller acknowledges that the amount payable to or on behalf of the Purchaser by the State with respect to the Proposition 1A Receivable will be in excess of the Purchase Price and the Initial Amount of the Proposition 1A Receivable and confirms that it has no claim to any such excess amount whatsoever.

(m) The Seller does not act as an agent of the Purchaser in any capacity, but instead presents itself to the public as an entity separate from the Purchaser.

(n) The Seller has not guaranteed and shall not guarantee the obligations of the Purchaser, nor shall it hold itself out or permit itself to be held out as having agreed to pay or as being liable for the debts of the Purchaser; and the Seller has not received nor shall the Seller accept any credit or financing from any Person who is relying upon the availability of the assets of the Purchaser in extending such credit or financing. The Seller has not purchased and shall not purchase any of the Bonds or any interest therein.

(o) All transactions between or among the Seller, on the one hand, and the Purchaser on the other hand (including, without limitation, transactions governed by contracts for services and facilities, such as payroll, purchasing, accounting, legal and personnel services and office space), whether existing on the date hereof or entered into after the date hereof, shall be on terms and conditions (including, without limitation, terms relating to amounts to be paid thereunder) which are believed by each such party thereto to be both fair and reasonable and comparable to those available on an arms-length basis from Persons who are not affiliates.

(p) The Seller has not, under the provisions of Section 100.06(b) of the California Revenue and Taxation Code, received a reduction for hardship or otherwise, nor has it requested, made arrangements for, or completed a reallocation or exchange with any other local agency, of the total amount of the ad valorem property tax revenue reduction allocated to the Seller pursuant to Section 100.06(a) of the California Revenue and Taxation Code.

#### 6. Covenants of the Seller.

(a) The Seller shall not take any action or omit to take any action which adversely affects the interests of the Purchaser in the Proposition 1A Receivable and in the proceeds thereof. The Seller shall not take any action or omit to take any action that shall adversely affect

the ability of the Purchaser, and any assignee of the Purchaser, to receive payments of the Proposition 1A Receivable.

(b) The Seller shall not take any action or omit to take any action that would impair the validity or effectiveness of the Act, nor, without the prior written consent of the Purchaser or its assignees, agree to any amendment, modification, termination, waiver or surrender of, the terms of the Act, or waive timely performance or observance under the Act. Nothing in this agreement shall impose a duty on the Seller to seek to enforce the Act or to seek enforcement thereof by others, or to prevent others from modifying, terminating, discharging or impairing the validity or effectiveness of the Act.

(c) Upon request of the Purchaser or its assignee, (i) the Seller shall execute and deliver such further instruments and do such further acts (including being named as a plaintiff in an appropriate proceeding) as may be reasonably necessary or proper to carry out more effectively the purposes and intent of this Agreement and the Act, and (ii) the Seller shall take all actions necessary to preserve, maintain and protect the title of the Purchaser to the Proposition 1A Receivable.

(d) On or before the Closing Date, the Seller shall send (or cause to be sent) an irrevocable instruction to the Controller pursuant to Section 6588.6(c) of California Government Code to cause the Controller to disburse all payments of the Proposition 1A Receivable to the Trustee, together with notice of the sale of the Proposition 1A Receivable to the Purchaser and the assignment of all or a portion of such assets by the Purchaser to the Trustee. Such notice and instructions shall be in the form of Exhibit D hereto. The Seller shall not take any action to revoke or which would have the effect of revoking, in whole or in part, such instructions to the Controller. Upon sending such irrevocable instruction, the Seller shall have relinquished and waived any control over the Proposition 1A Receivable, any authority to collect the Proposition 1A Receivable, and any power to revoke or amend the instructions to the Controller contemplated by this paragraph. Except as provided in Section 2(c) of this Agreement, the Seller shall not rescind, amend or modify the instruction described in the first sentence of this paragraph. The Seller shall cooperate with the Purchaser or its assignee in giving instructions to the Controller if the Purchaser or its assignee transfers the Proposition 1A Receivable. In the event that the Seller receives any proceeds of the Proposition 1A Receivable, the Seller shall hold the same in trust for the benefit of the Purchaser and the Trustee and each Credit Enhancer, as assignees of the Purchaser, and shall promptly remit the same to the Trustee.

(e) The Seller hereby covenants and agrees that it will not at any time institute against the Purchaser, or join in instituting against the Purchaser, any bankruptcy, reorganization, arrangement, insolvency, liquidation, or similar proceeding under any United States or state bankruptcy or similar law.

(f) The financial statements and books and records of the Seller prepared after the Closing Date shall reflect the separate existence of the Purchaser and the sale to the Purchaser of the Proposition 1A Receivable.

(g) The Seller shall treat the sale of the Proposition 1A Receivable as a sale for regulatory and accounting purposes.



(h) From and after the date of this Agreement, the Seller shall not sell, transfer, assign, set over or otherwise convey any right, title or interest of any kind whatsoever in all or any portion of the Proposition 1A Receivable, nor shall the Seller create, or to the knowledge of the Seller permit the creation of, any Lien thereon.

7. The Purchaser's Acknowledgment. The Purchaser acknowledges that the Proposition 1A Receivable is not a debt or liability of the Seller, and that the Proposition 1A Receivable is payable solely by the State from the funds of the State provided therefor. Consequently, neither the taxing power of the Seller, nor the full faith and credit thereof is pledged to the payment of the Proposition 1A Receivable. No representation is made by the Seller concerning the obligation or ability of the State to make any payment of the Proposition 1A Receivable pursuant to Section 100.06 of the Revenue and Taxation Code and Section 25.5 of Article XIII of the California Constitution, nor is any representation made with respect to the ability of the State to enact any change in the law applicable to the Transaction Documents (including without limitation Section 100.06 of the Revenue and Taxation Code or Section 6588.6 of the Government Code). The Purchaser acknowledges that the Seller has no obligation with respect to any offering document or disclosure related to the Bonds.

8. Notices of Breach.

(a) Upon discovery by the Seller or the Purchaser that the Seller or Purchaser has breached any of its covenants or that any of the representations or warranties of the Seller or the Purchaser are materially false or misleading, in a manner that materially and adversely affects the value of the Proposition 1A Receivable or the Purchase Price thereof, the discovering party shall give prompt written notice thereof to the other party and to the Trustee, as assignee of the Purchaser, who shall, pursuant to the Indenture, promptly thereafter notify each Credit Enhancer and the Rating Agencies.

(b) The Seller shall not be liable to the Purchaser, the Trustee, the holders of the Bonds, or any Credit Enhancer for any loss, cost or expense resulting from the failure of the Trustee, any Credit Enhancer or the Purchaser to promptly notify the Seller upon the discovery by an authorized officer of the Trustee, any Credit Enhancer or the Purchaser of a breach of any covenant or any materially false or misleading representation or warranty contained herein.

9. Liability of Seller; Indemnification. The Seller shall be liable in accordance herewith only to the extent of the obligations specifically undertaken by the Seller under this Agreement. The Seller shall indemnify, defend and hold harmless the Purchaser, the Trustee and each Credit Enhancer, as assignees of the Purchaser, and their respective officers, directors, employees and agents from and against any and all costs, expenses, losses, claims, damages and liabilities to the extent that such cost, expense, loss, claim, damage or liability arose out of, or was imposed upon any such Person by the Seller's breach of any of its covenants contained herein or any materially false or misleading representation or warranty of the Seller contained herein. Notwithstanding anything to the contrary herein, the Seller shall have no liability for the payment of the principal of or interest on the Bonds issued by the Purchaser.

10. Limitation on Liability.

(a) The Seller and any officer or employee or agent of the Seller may rely in good faith on the advice of counsel or on any document of any kind, prima facie properly executed and submitted by any Person respecting any matters arising hereunder. The Seller shall not be under any obligation to appear in, prosecute or defend any legal action regarding the Act that is unrelated to its specific obligations under this Agreement.

(b) No officer or employee of the Seller shall have any liability for the representations, warranties, covenants, agreements or other obligations of the Seller hereunder or in any of the certificates, notices or agreements delivered pursuant hereto, as to all of which recourse shall be had solely to the assets of the Seller.

11. The Seller's Acknowledgment. The Seller hereby agrees and acknowledges that the Purchaser intends to assign and grant a security interest in all or a portion of (a) its rights hereunder and (b) the Proposition 1A Receivable, to the Trustee and each Credit Enhancer pursuant to the Indenture. The Seller further agrees and acknowledges that the Trustee, the holders of the Bonds, and each Credit Enhancer have relied and shall continue to rely upon each of the foregoing representations, warranties and covenants, and further agrees that such Persons are entitled so to rely thereon. Each of the above representations, warranties and covenants shall survive any assignment and grant of a security interest in all or a portion of this Agreement or the Proposition 1A Receivable to the Trustee and each Credit Enhancer and shall continue in full force and effect, notwithstanding any subsequent termination of this Agreement and the other Transaction Documents. The above representations, warranties and covenants shall inure to the benefit of the Trustee and each Credit Enhancer.

12. Notices. All demands upon or, notices and communications to, the Seller, the Purchaser, the Trustee or the Rating Agencies under this Agreement shall be in writing, personally delivered or mailed by certified mail, return receipt requested, to such party at the appropriate notice address, and shall be deemed to have been duly given upon receipt.

13. Amendments. This Agreement may be amended by the Seller and the Purchaser, with (a) the consent of the Trustee, (b) the consent of each Credit Enhancer, and (c) a Rating Agency Confirmation, but without the consent of any of the holders of the Bonds, for the purpose of adding any provisions to or changing in any manner or eliminating any of the provisions of this Agreement.

Promptly after the execution of any such amendment, the Purchaser shall furnish written notification of the substance of such amendment to the Trustee and to the Rating Agencies.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Seller, the Purchaser and their respective successors and permitted assigns. The Seller may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Purchaser. Except as specified herein, the Purchaser may not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of the Seller.

15. Third Party Rights. The Trustee and each Credit Enhancer are express and intended third party beneficiaries under this Agreement. Nothing expressed in or to be implied from this Agreement is intended to give, or shall be construed to give, any Person, other than the parties hereto, the Trustee, and each Credit Enhancer, and their permitted successors and assigns hereunder, any benefit or legal or equitable right, remedy or claim under or by virtue of this Agreement or under or by virtue of any provision herein.

16. Partial Invalidity. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired thereby.

17. Counterparts. This Agreement may be executed in any number of identical counterparts, any set of which signed by all the parties hereto shall be deemed to constitute a complete, executed original for all purposes.

18. Entire Agreement. This Agreement sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes any and all oral or written agreements or understandings between the parties as to the subject matter hereof.



19. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the Seller and the Purchaser have caused this Agreement to be duly executed as of the date first written above.

**CITY OF MORENO VALLEY**, as Seller

By: \_\_\_\_\_  
Authorized Officer

**CALIFORNIA STATEWIDE COMMUNITIES  
DEVELOPMENT AUTHORITY**, as Purchaser

By: \_\_\_\_\_  
Authorized Signatory

**EXHIBIT A  
DEFINITIONS**

For all purposes of this Agreement, except as otherwise expressly provided herein or unless the context otherwise requires, capitalized terms not otherwise defined herein shall have the meanings set forth below.

“Act” means Chapter 14XXXX of the California Statutes of 2009 (Assembly Bill No. 15), as amended.

“Bill of Sale” has the meaning given to that term in Section 2(b)(ii) hereof.

“Closing Date” means the date on which the Bonds are issued. The Closing Date is expected to be November 19, 2009, but the Purchaser may change the Closing Date by providing e-mail notification to [stevee@moval.org](mailto:stevee@moval.org) not later than one day prior to the Closing Date.

“Controller” means the Controller of the State.

“County Auditor” means the auditor or auditor-controller of the county within which the Seller is located.

“Credit Enhancer” means any municipal bond insurance company, bank or other financial institution or organization which is performing in all material respects its obligations under any Credit Support Instrument for some or all of the Bonds.

“Credit Support Instrument” means a policy of insurance, a letter of credit, a stand-by purchase agreement, a revolving credit agreement or other credit arrangement pursuant to which a Credit Enhancer provides credit or liquidity support with respect to the payment of interest, principal or purchase price of the Bonds.

“Initial Amount” means, with respect to the Proposition 1A Receivable, the amount of property tax revenue reallocated away from the Seller pursuant to the provisions of Section 100.06 of the Revenue and Taxation Code, as certified by the County Auditor pursuant to the Act.

“Installment Payments” have the meaning set forth in Section 2(a).

“Payment Dates” have the meaning set forth in Section 2(a).

“Pricing Date” means the date on which the Bonds are sold. The Pricing Date is expected to be November 10, 2009, but the Purchaser may change the Pricing Date by providing e-mail notification to [stevee@moval.org](mailto:stevee@moval.org) not later than one day prior to the Pricing Date.

“Principal Place of Business” means, with respect to the Seller, the location of the Seller’s principal place of business and chief executive office located at [P.O. Box 88005, Moreno Valley, CA 92552-0805](mailto:stevee@moval.org).

“Proposition 1A Receivable” has the meaning set forth in Section 2(a).

“Purchase Price” means an amount equal to the Initial Amount.

“Rating Agency” means any nationally recognized rating agency then providing or maintaining a rating on the Bonds at the request of the Purchaser.

“Rating Agency Confirmation” means written confirmation from each Rating Agency that any proposed action will not, in and of itself, cause the Rating Agency to lower, suspend or withdraw the rating then assigned by such Rating Agency to any Bonds.

“Resolution” means the resolution adopted by the City Council approving the sale of the Proposition 1A Receivable.

“State” means the State of California.

“Transaction Counsel” means Orrick, Herrington & Sutcliffe LLP.

“Transaction Documents” mean this Agreement, the Bill of Sale, the Indenture, the Bonds and the Irrevocable Instructions For Disbursement of Proposition 1A Receivable of City of Moreno Valley, dated as of the Closing Date.



**OPINION OF COUNSEL**  
**to**  
**CITY OF MORENO VALLEY**

Dated: Pricing Date

California Statewide Communities Development Authority  
Sacramento, California

Wells Fargo Bank, National Association  
Los Angeles, California

Re: Sale of Proposition 1A Receivable

Ladies & Gentlemen:

[I have/This Office has] acted as counsel for the City of Moreno Valley (the “Seller”) in connection with the adoption of that certain resolution (the “Resolution”) of the City Council of the Seller (the “Governing Body”) pursuant to which the Seller authorized the sale to the California Statewide Communities Development Authority (the “Purchaser”) of the Seller’s “Proposition 1A Receivable”, as defined in and pursuant to the Purchase and Sale Agreement dated as of November 1, 2009 (the “Sale Agreement”) between the Seller and the Purchaser. In connection with these transactions, the Seller has issued certain Irrevocable Instructions For Disbursement of the Seller’s Proposition 1A Receivable to the Controller of the State of California (the “Disbursement Instructions”) and a Bill of Sale and Bringdown Certificate of the Seller (the “Bill of Sale” and, collectively with the Sale Agreement and the Disbursement Instructions, the “Seller Documents”).

Unless the context otherwise requires, capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Sale Agreement. [I/We] have examined and are familiar with the Seller Documents and with those documents relating to the existence, organization, and operation of the Seller, the adoption of the Resolution, and the execution of the Seller Documents, and have satisfied ourselves as to such other matters as [I/we] deem necessary in order to render the following opinions. As to paragraphs numbered 3 and 4 below, [I/we] have relied as to factual matters on the representations and warranties of the Seller contained in the Sale Agreement.

Based upon the foregoing, and subject to the limitations and qualifications set forth herein, [I/we] are of the opinion that:

1. The Seller is a local agency, within the meaning of Section 6585(f) of the California Government Code. The Governing Body is the governing body of the Seller.

2. The Resolution was duly adopted at a meeting of the Governing Body, which was called and held pursuant to law and with all public notice required by law, and at which a quorum was present and acting throughout, and the Resolution is in full force and effect and has not been modified, amended or rescinded since the date of its adoption.

3. To the best of [my/our] knowledge, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or threatened in any way against the Seller (i) affecting the existence of the Seller or the titles of its Governing Body members or officers to their respective offices; (ii) seeking to restrain or to enjoin the sale of the Proposition 1A Receivable or to direct the application of the proceeds of the sale thereof, or materially adversely affecting the sale of the Proposition 1A Receivable; (iii) in any way contesting or affecting the validity or enforceability of the Resolution, Seller Documents or any other applicable agreements or any action of the Seller contemplated by any of said documents; or (iv) in any way contesting the powers of the Seller or its authority with respect to the Resolution or the Seller Documents or any other applicable agreement, or any action on the part of the Seller contemplated by any of said documents.

4. To the best of [my/our] knowledge, prior to the sale of the Proposition 1A Receivable to the Purchaser, the Seller had not sold, transferred, assigned, set over or otherwise conveyed any right, title or interest of any kind whatsoever in all or any portion of the Seller's Proposition 1A Receivable, nor had the Seller created, or permitted the creation of, any Lien thereon.

5. The Seller has duly authorized and executed the Seller Documents and, assuming the due authorization execution and delivery of the Sale Agreement by the Purchaser, each Seller Document will be legal, valid and binding against the Seller and enforceable against the Seller in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, fraudulent conveyance, moratorium or laws relating to or affecting creditors' rights, and the application of equitable principles and the exercise of judicial discretion in appropriate areas.

No opinion is expressed concerning the obligation or ability of the State of California to make any payment of the Proposition 1A Receivable pursuant to Section 100.06 of the Revenue and Taxation Code and Section 25.5 of Article XIII of the California Constitution, nor is any opinion expressed with respect to the ability of the State to enact any change in the law applicable to the Seller Documents (including, without limitation, Section 100.06 of the Revenue and Taxation Code or Section 6588.6 of the Government Code). Furthermore, [I/we] express no opinion as to the value of the Proposition 1A Receivable or as to any legal or equitable remedies that may be available to any person should the Proposition 1A Receivable have little or no value. No opinion is expressed with respect to the sale of Bonds by the Purchaser.

The legal opinion set forth herein is intended for the information solely of the addressees hereof and for the purposes contemplated by the Sale Agreement. The addressees may not rely on it in connection with any transactions other than those described herein, and it is not to be relied upon by any other person or entity, or for any other purpose, or quoted as a whole or in part, or otherwise referred to, in any document, or to be filed with any governmental or administrative agency other than the Purchaser or with any other person or entity for any purpose without [my/our] prior written consent. In addition to the addressees hereof, each Credit Enhancer and the underwriters of the Bonds may rely upon this legal opinion as if it were addressed to them. [I/We] do not undertake to advise you of matters that may come to [my/our] attention subsequent to the date hereof that may affect the opinions expressed herein.

Very truly yours,

By: \_\_\_\_\_  
Seller's Counsel



**OPINION OF COUNSEL**  
**to**  
**CITY OF MORENO VALLEY**

Dated: Closing Date

California Statewide Communities Development Authority  
Sacramento, California

Wells Fargo Bank, National Association  
Los Angeles, California

Re: Sale of Proposition 1A Receivable (Bringdown Opinion)

Ladies & Gentlemen:

Pursuant to that certain Purchase and Sale Agreement dated as of November 1, 2009 (the "Sale Agreement") between the City of Moreno Valley (the "Seller") and the California Statewide Communities Development Authority (the "Purchaser"), this Office delivered an opinion (the "Opinion") dated the Pricing Date as counsel for the Seller in connection with the sale of the Seller's Proposition 1A Receivable (as defined in the Sale Agreement), the execution of documents related thereto and certain other related matters.

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Sale Agreement.

I confirm that you may continue to rely upon the Opinion as if it were dated as of the date hereof. Each Credit Enhancer and the underwriters of the Bonds may rely upon this legal opinion as if it were addressed to them. This letter is delivered to you pursuant to Section 2(b)(ii)(1) of the Sale Agreement.

Very truly yours,

By: \_\_\_\_\_  
Seller's Counsel

**EXHIBIT C1  
CLERK'S CERTIFICATE**

**CERTIFICATE OF THE  
CITY CLERK OF  
CITY OF MORENO VALLEY, CALIFORNIA**

Dated: Pricing Date

The undersigned City Clerk of the City of Moreno Valley (the "Seller"), a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code, does hereby certify that the foregoing is a full, true and correct copy of Resolution No. \_\_\_\_\_ duly adopted at a regular meeting of the City Council of said Seller duly and legally held at the regular meeting place thereof on the \_\_\_\_\_ day of \_\_\_\_\_, 2009, of which meeting all of the members of said City Council had due notice and at which a quorum was present and acting throughout, and that at said meeting said resolution was adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

I do hereby further certify that I have carefully compared the same with the original minutes of said meeting on file and of record in my office and that said resolution is a full, true and correct copy of the original resolution adopted at said meeting and entered in said minutes and that said resolution has not been amended, modified or rescinded since the date of its adoption and the same is now in full force and effect.

I do hereby further certify that an agenda of said meeting was posted at least 72 hours before said meeting at a location in the City of Moreno Valley, California freely accessible to members of the public, and a brief general description of said resolution appeared on said agenda.

Capitalized terms used but not defined herein shall have the meanings given to such terms in the Purchase and Sale Agreement, dated as of November 1, 2009, between the Seller and the California Statewide Communities Development Authority.

WITNESS by my hand as of the Pricing Date.

By: \_\_\_\_\_  
City Clerk of the City of Moreno Valley,  
California

**EXHIBIT C2  
SELLER CERTIFICATE**

**SELLER CERTIFICATE**

Dated: Pricing Date

We, the undersigned officers of the **City of Moreno Valley** (the "Seller"), a local agency of the State of California within the meaning of Section 6585(f) of the California Government Code, holding the respective offices herein below set opposite our signatures, do hereby certify that on the date hereof the following documents (the "Seller Transaction Documents") were officially executed and delivered by the Authorized Officer or Officers whose names appear on the executed copies thereof, to wit:

Document

1. Purchase and Sale Agreement, dated as of November 1, 2009 (the "Sale Agreement"), between the Seller and the California Statewide Communities Development Authority (the "Purchaser").
2. Irrevocable Instructions For Disbursement of Seller's Proposition 1A Receivable to the Controller of the State of California, dated the Closing Date.
3. Bill of Sale, dated the Closing Date.

Capitalized terms used herein and not defined herein shall have the meaning given such terms in the Sale Agreement.

We further certify as follows:

1. At the time of signing the Seller Transaction Documents and the other documents and opinions related thereto, we held said offices, respectively, and we now hold the same.
2. The representations and warranties of the Seller contained in the Seller Transaction Documents are true and correct as of the date hereof in all material respects.
3. The **City Council** duly adopted its resolution (the "Resolution") approving the sale of the Seller's Proposition 1A Receivable at a meeting of the **City Council** which was duly called and held pursuant to law with all public notice required by law and at which a quorum was present and acting when the Resolution was adopted, and such Resolution is in full force and effect and has not been amended, modified, supplemented or rescinded.

Name, Official Title \_\_\_\_\_

Signature

Betsy M. Adams, Assistant City Manager

\_\_\_\_\_

Steve Elam, Financial & Administrative Services Director

\_\_\_\_\_

Cynthia A. Fortune, Budget Officer

\_\_\_\_\_

I HEREBY CERTIFY that the signatures of the officers named above are genuine.

Dated: Pricing Date

By:

\_\_\_\_\_  
City Clerk of the City of Moreno Valley,  
California



**EXHIBIT C3**  
**BILL OF SALE AND BRINGDOWN CERTIFICATE**

**BILL OF SALE AND BRINGDOWN CERTIFICATE**

Pursuant to terms and conditions of the Purchase and Sale Agreement (the "Sale Agreement"), dated as of November 1, 2009, between the undersigned (the "Seller") and the California Statewide Communities Development Authority (the "Purchaser"), and in consideration of the obligation of the Purchaser to pay and deliver to the Seller the Purchase Price (as defined in the Sale Agreement), in two equal installment payments to be made on January 15, 2010, and May 3, 2010 (collectively, the "Payment Dates"), the Seller does hereby (a) transfer, grant, bargain, sell, assign, convey, set over and deliver to the Purchaser, absolutely and not as collateral security, without recourse except as expressly provided in the Sale Agreement, the Proposition 1A Receivable as defined in the Sale Agreement (the "Proposition 1A Receivable"), and (b) assign to the Purchaser, to the extent permitted by law (as to which no representation is made), all present or future rights, if any, of the Seller to enforce or cause the enforcement of payment of the Proposition 1A Receivable pursuant to the Act and other applicable law. Such transfer, grant, bargain, sale, assignment, conveyance, set over and delivery is hereby expressly stated to be a sale and, pursuant to Section 6588.6(b) of the California Government Code, shall be treated as an absolute sale and transfer of the Proposition 1A Receivable, and not as a grant of a security interest by the Seller to secure a borrowing. Seller specifically disclaims any right to rescind the Agreement, or to assert that title to the Proposition 1A Receivable has not passed to the Purchaser, should Purchaser fail to make the installment payments in the requisite amounts on the Payment Dates.

The Seller hereby certifies that the representations and warranties of the Seller set forth in the Certificate of the City Clerk dated the Pricing Date, the Seller Certificate dated the Pricing Date and in the Transaction Documents to which the Seller is a party are true and correct in all material respects as of the date hereof (except for such representations and warranties made as of a specified date, which are true and correct as of such date). Capitalized terms used but not defined herein shall have the meanings given to such terms in the Sale Agreement.

Dated: Closing Date

CITY OF MORENO VALLEY

By: \_\_\_\_\_  
Authorized Officer



**EXHIBIT D**  
**IRREVOCABLE INSTRUCTIONS TO CONTROLLER**

IRREVOCABLE INSTRUCTIONS FOR DISBURSEMENT  
OF PROPOSITION 1A RECEIVABLE OF  
CITY OF MORENO VALLEY

Dated: Closing Date

Office of the Controller  
State of California  
P.O. Box 942850  
Sacramento, California 94250-5872

Re: Notice of Sale of Proposition 1A Receivable by the City of Moreno Valley and Wiring Instructions Information Form

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Dear Sir or Madam:

Pursuant to Section 6588.6(c) of the California Government Code, City of Moreno Valley (the "Seller") hereby notifies you of the sale by Seller, effective as of the date of these instructions written above, of all right, title and interest of the Seller in and to the "Proposition 1A Receivable" as defined in Section 6585(g) of the California Government Code (the "Proposition 1A Receivable"), namely, the right to payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code.

By resolution, the Seller's City Council authorized the sale of the Proposition 1A Receivable to the California Statewide Communities Development Authority (the "Purchaser") pursuant to a Purchase and Sale Agreement, dated as of November 1, 2009 (the "Purchase and Sale Agreement") and a Bill of Sale, dated the Closing Date (as defined in the Purchase and Sale Agreement). The Proposition 1A Receivable has been pledged and assigned by the Purchaser pursuant to an Indenture, dated as of November 1, 2009 (the "Indenture") between the Purchaser and Wells Fargo Bank, National Association, as Trustee (the "Trustee").

The Seller hereby irrevocably requests and directs that, commencing as of the date of these instructions written above, all payments of the Proposition 1A Receivable (and documentation related thereto) be made directly to Wells Fargo Bank, National Association, as Trustee, in accordance with the wire instructions and bank routing information set forth below.

***Please note that the sale of the Proposition 1A Receivable by the Seller is irrevocable and that: (i) the Seller has no power to revoke or amend these instructions at any time; (ii) the Purchaser shall have the power to revoke or amend these instructions only if there are no notes of the Purchaser outstanding under the Indenture and the Indenture has been discharged; and (iii) so long as the Indenture has not been discharged, these instructions cannot be revoked or amended by the Purchaser without the consent of the Trustee. Should***

***the Purchaser, however, deliver a written notice to the Office of the Controller stating that: (a) the Seller failed to meet the requirements set forth in the Purchase and Sale Agreement; (b) the Purchaser has not waived such requirements; and (c) the Purchaser has not purchased the Proposition 1A Receivable as a result of the circumstances described in (a) and (b) above, then these instructions shall be automatically rescinded and the Seller shall again be entitled to receive all payment of moneys due or to become due to the Seller pursuant to Section 25.5(a)(1)(B)(iii) of Article XIII of the California Constitution and Section 100.06 of the California Revenue and Taxation Code.***

Bank Name: Wells Fargo Bank, N.A.  
Bank ABA Routing #: 121000248  
Bank Account #: 0001038377  
Bank Account Name: Corporate Trust Clearing  
Further Credit To: CSCDA Proposition 1A Bonds  
Bank Address: 707 Wilshire Blvd., 17th Floor  
MAC E2818-176  
Los Angeles, CA 90017  
Bank Telephone #: (213) 614-3353  
Bank Contact Person: Robert Schneider

Please do not hesitate to call the undersigned if you have any questions regarding this transaction. Thank you for your assistance in this matter.

Very truly yours,

**CITY OF MORENO VALLEY**

By: \_\_\_\_\_  
Authorized Officer



**EXHIBIT E**  
**ESCROW INSTRUCTION LETTER**

ESCROW INSTRUCTION LETTER

\_\_\_\_\_, 2009

California Statewide Communities Development Authority  
1100 K Street  
Sacramento, CA 95814

Re: Proposition 1A Receivable Financing

Dear Sir or Madam:

The **City of Moreno Valley** (the “Seller”) hereby notifies you of its agreement to participate in the California Statewide Communities Development Authority Proposition 1A Receivable Financing. By adoption of a resolution (the “Resolution”) authorizing the sale of its Proposition 1A Receivable, the Seller’s **City Council** has agreed to sell to the California Statewide Communities Development Authority (the “Purchaser”), for a purchase price that meets the conditions set forth in the Resolution, all of its right, title and interest in the Proposition 1A Receivable.

Enclosed herewith are the following documents which have been duly approved and executed by the Seller and which are to be held in escrow by Orrick, Herrington & Sutcliffe LLP, as transaction counsel (“Transaction Counsel”), as instructed below:

1. certified copy of the Resolution, together with a certificate of the **City Clerk**, dated the Pricing Date;
2. the Seller Certificate, dated the Pricing Date;
3. the Opinion of Seller’s Counsel, dated the Pricing Date;
4. the Opinion of Seller’s Counsel (bringdown opinion), dated the Closing Date;
5. the Purchase and Sale Agreement, dated as of November 1, 2009;
6. the Bill of Sale and Bringdown Certificate, dated the Closing Date; and
7. the Irrevocable Instructions to Controller, dated the Closing Date.

The foregoing documents are to be held in escrow by Transaction Counsel and shall be delivered on the Closing Date (as defined in the Purchase and Sale Agreement), provided that such Closing Date occurs on or before December 31, 2009.

Should (i) the Closing Date not occur on or before December 31, 2009, or (ii) Transaction Counsel receive prior to the Closing Date written notification from Seller or Seller's Counsel stating, respectively and in good faith, that the representations made in the Seller's Certificate are not true and accurate, or the opinions set forth in the Opinion of Seller's Counsel are not valid, in each case as of the Closing Date and provided that the Purchaser may, in its sole discretion, choose to waive receipt of such representations or opinions, then this agreement shall terminate and Transaction Counsel shall destroy all of the enclosed documents.

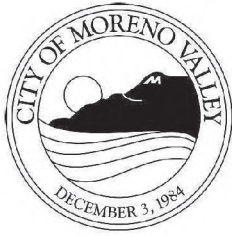
Very truly yours,

**CITY OF MORENO VALLEY**

By: \_\_\_\_\_  
Authorized Officer

Enclosures

cc: Orrick, Herrington & Sutcliffe LLP



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

## Report to City Council

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**TO:** Mayor and City Council, and the Mayor and City Council, acting in their capacity as President and Board of Directors for the Moreno Valley Community Services District

**FROM:** Michael McCarty, Director of Parks and Community Services

**AGENDA DATE:** October 13, 2009

**TITLE:** SPORTS FIELDS UPDATE

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### **RECOMMENDED ACTION**

Staff recommends that the Mayor, City Council, and the President and Board of Directors for the Moreno Valley Community Services District review and discuss the sports fields issue and direct staff accordingly.

### **ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable.

### **BACKGROUND**

At the September 22, 2009 City Council meeting, staff was directed to report back to Council with information regarding how athletic fields are allocated, cost of portable lights, possible alternate field locations, and overall review of the numbers of organizations, teams, and players involved in the field reservation process.

### **DISCUSSION**

1. Field Allocations

Field allocations are prioritized in the following manner:

Group A: City of Moreno Valley sponsored and co-sponsored activities and events.



Group B: Governmental, educational agencies, or non-profit agencies that have a relationship of mutual facility use with the City.

Group C: Other governmental agencies and approved local non-profit youth organizations with at least 90% Moreno Valley residents.

Group D: Resident and resident businesses' private events where no admission is charged; local non-profit organizations and service groups with 50% Moreno Valley residents.

Group E: Non-resident private events and non-resident groups, organizations, businesses, and commercial events.

Staff also takes into consideration the prior year's allocations, size of organization, and length of time as a Moreno Valley based organization. The entire Sports Facility Use Procedures and Guidelines are attached for your review.

## 2. Portable Lights:

Staff has found that renting portable lights to use at various athletic field locations will cost approximately \$400 per unit, per month. This does not include the cost of re-fueling or transporting the units. Adequately lighting one soccer field will take a minimum of 4-units or \$1,600 per month, per field.

## 3. Possible Alternative Field Locations:

- RCC College Park: The City/RCC have two fields currently available for daytime use. A budget of \$550,000 is available for lighting this facility with RCC being responsible for the construction, and the City to reimburse upon receipt of invoice. Division of State Architect (DSA) approval will expire soon and RCC has been notified concerning this situation.
- March Middle School: This site contains adequate area for two regulation-sized soccer fields. One issue at all Val Verde Unified School District school sites is that the District is charging all user groups \$32 per hour for janitorial reimbursement. At this location the only close parking is on adjacent streets. Estimated cost to install lighting is \$650,000, which includes engineering, DSA approval, contract administration, electrical backbone, and lighting.
- Vista Heights Middle School: Currently this facility has two lighted soccer fields and two additional fields that could be lit for approximately \$650,000. This cost again is all inclusive. The parking at this site is limited and adjacent streets will be and are currently used.
- Westbluff Park: This park could accommodate one regulation soccer field with the light cost being approximately \$380,000. However, if this improvement was done in conjunction with Vista Heights Middle School

(adjacent property), staff believes the combined cost would be around \$820,000.

- Shadow Mountain Park: This project is budgeted in FY 09/10 for \$666,000 and includes lighting and construction of one regulation size soccer field. This site does not have any restrooms and will be shared with two softball fields. Staff estimates that after design and bid period, construction would take place in FY 10/11.
- Moreno Valley Equestrian Center: The upper east section of this area has room for one regulation field. In addition to power for the lighting, turf, sprinklers, and ADA accessibility would be approximately \$750,000.
- Mountain View Middle School: This site is located across the street from Morrison Park and serves as the festival location for the City's Fourth of July Celebration. Currently this area is used by soccer organizations and has three smaller practice fields and one regulation field, or can be used as two regulation areas. If lighting was installed at this location, it would drastically expand the usage at a cost of approximately \$940,000 (all inclusive).
- March Field Park: This site is identified in the Moreno Valley Parks and Recreation Master Plan as having the potential to provide six to ten soccer fields. Cost for construction of field and lighting has yet to be determined.

#### 4. Overview of Organizations:

- Baseball (year round program):
  - Canyon Springs Little League has 15 teams totaling 200 players.
  - Moreno Valley Little League has 22 teams totaling 300 players.
  - Youth Federation has 65 teams totaling 800 players.
- Softball (year round program):
  - Diamond Girls has 33 teams totaling 400 players.
- Football (seasonal only from August through October):
  - Junior All American has 13 teams, with cheerleading squads, totaling 420 participants.
  - AAU has 5 teams, with cheerleading squads, totaling 160 participants.
  - Pop Warner has 1 team totaling 22 players.
- Soccer (year round):
  - AYSO has 110 teams totaling 1,200 players.
  - Moreno Valley Heat has 7 teams totaling 108 players; and 1 adult team.
  - Inland United has 20 teams totaling 320 players.
  - Inter Cities has 62 teams totaling 930 players; and 35 adult teams.
  - Moreno Valley Adult Soccer has 40 teams.

- City also receives field requests from Universal Soccer, Moreno Valley Soccer League, and others periodically.

In summary, the City is providing fields and service to 102 baseball teams (1,300 players), 33 softball teams (400 players), 37 football/cheerleading teams (700 participants), and 274 soccer teams (4,000 youth and adult players).

5. Changes in Policy:

Currently fields are allocated two times per year with fees being collected monthly for usage and lighting cost. At this time most organizations are behind in their payments for a total of approximately \$100,000. To ensure payment will be received while at the same time realizing that demanding full payment would not be financially feasible for the organizations, staff is setting up payment plans. If the late fees and current bills are not paid, staff will be withholding fields from those groups.

The other change staff will have in place by year 2010 is the formation of a Sports Council. Although monthly meetings are held with a Sports Committee, this new Council will have representatives from City staff, each sports organization, and both school districts that will address various issues including developing a fee-based process that relates to field safety, develop a more organized field allocation procedure, and respond to other issues that may arise.

**ALTERNATIVES**

None.

**FISCAL IMPACT**

Not applicable.

**CITY COUNCIL GOALS**

Not applicable.

**SUMMARY**

The main issue appears to be that there is a lack of lighted facilities. Currently all organizations have adequate fields for all scheduled games; however, staff has been receiving inquiries regarding the unavailability of lighted fields for practices.

Staff continues to work with the organizations to accommodate their needs through City facilities (see Attachment B). The City has also a joint use agreement to utilize Badger Springs Middle School and Vista Heights Middle School, which are lighted fields.

**NOTIFICATION**

Posting of the agenda.

**ATTACHMENTS/EXHIBITS**

- Attachment A: Sports Facility Use Procedures and Guidelines
- Attachment B: Parks and Facilities Listing
- Attachment C: Possible Alternative Field Locations with Site Maps

Prepared By:  
Michael McCarty  
Director of Parks and Community Services

Department Head Approval:  
Michael McCarty  
Director of Parks and Community Services

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

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## **MORENO VALLEY PARKS AND COMMUNITY SERVICES SPORTS FACILITY USE PROCEDURES AND GUIDELINES**

Sports facilities located on City- and School-owned property may be reserved for use by organizations and individuals according to the following procedures and guidelines.

### **I. PRIORITY CLASSIFICATION**

- A. Group A: City of Moreno Valley sponsored and co-sponsored activities and events.
- B. Group B: Governmental, educational agencies, or non-profit agencies that have a relationship of mutual facility use with the City of Moreno Valley.
- C. Group C: Other governmental agencies and approved local non-profit youth organizations with at least 90% Moreno Valley residents.

If a youth group wishes to be an approved Moreno Valley youth group, the following must be submitted for consideration

- Completed application form
  - Current member roster to verify residency status and list of board members
  - Copy of bylaws, mission statement, or statement of purpose
  - Signed hold harmless/waiver statement
  - Proof of registration as a not-for-profit corporation with the State of California or IRS
  - Certificate of Insurance required
- D. Group D: Resident and resident businesses' private events where no admission is charged; local non-profit organizations and service groups with 50% Moreno Valley residents.
  - E. Group E: Non-resident private events and non-resident groups, organizations, businesses, and commercial events.

### **II. LONG-TERM RESERVATIONS**

- A. Long-term requests for local youth organizations' practices and games must be submitted to Parks and Community Services as follows:
  - January through June – due by October 1
  - July through December – due by April 1
  - Baseball/softball only, July, and August – due by April 1
- B. For use of City-owned facilities, Parks and Community Services will assign each organization to specific facilities for practices and games, provided all fees that apply are paid for by the league in advance. The fees are due the last day of the month prior to the month being used.
- C. Long-term reservations will not include any holiday weekend, unless authorized by Parks and Community Services. Holidays include Martin Luther King Jr. Day, Presidents' Day, Memorial Day, July 4, Labor Day, Veterans' Day, Christmas, and New Years.
- D. School site facilities are assigned by Parks and Community Services according to demand and availability of the facilities and in accordance with the City/School District Joint Use Agreement.
- E. Individual teams are not allowed to reserve facilities on a long-term basis.

### **III. TOURNAMENT SCHEDULING**

- A. Request may be submitted up to one year in advance.

- B. Tournament scheduling is kept to a minimum during the peak play of local leagues.
- C. Prior to each tournament, staff will meet with the tournament organizer(s) to review facility issues and scheduling.
- D. A separate insurance certificate is required for tournament.

#### IV. SHORT-TERM USE

Organizations and individuals may reserve a facility for practice or game(s) as follows:

- A. A representative must come to the Parks and Community Services office during regular business hours, at least 24 hours in advance for weeknights and by Wednesday afternoon for weekends to reserve a facility.
- B. At the time of visitation, the representative may make *one reservation* for one field per weekday (Monday through Friday) and *one reservation* for one field per weekend (Saturday or Sunday).
- C. Reservations can be made for the current week and through the next week.
- D. Additional time for the current week may be requested beginning on Tuesday after 4:00 p.m. of the current week.
- E. A reservation consists of one field for a two-hour time block, or even number hours of the day (i.e., 2:00 p.m., 4:00 p.m., 6:00 p.m.).
- F. All required fees must be paid at the time of booking the fields.
- G. Representative will receive a permit. This permit must be on hand at the site during the entire reservation.
- H. The above guidelines may be relaxed during non-peak hours.

#### V. LIGHTS

The following applies to facilities with lights.

- A. Parks and Community Services will establish the mandatory time in which lights must be turned on.
- B. Lights will be turned off if it is at least half hour past the scheduled start time and/or after 15 minutes if no sign of activity is apparent on the ball field.
- C. User is not entitled to a refund if a facility is not used.

#### VI. CANCELLATIONS

- A. Parks and Community Services reserves the right to cancel and/or reschedule a reservation when necessary due to scheduling conflicts, weather conditions, priority usage, etc.
- B. Organizations and individuals may cancel their activity 24 hours in advance for weeknights and by Wednesday afternoon for weekends, provided the request is submitted in writing. Cancellations may be faxed to the Parks and Community Services office at (951) 413-3719 or emailed to Dept\_Parks-CommunityServices@moval.org.
- C. Cancelled reservations may be rescheduled or refunded at the discretion of the user.
- D. Facilities reserved and not used on three or more occasions are subject to cancellation or denial of future use by Parks and Community Services.

#### VII. INCLEMENT WEATHER

- A. During inclement weather field status is determined by 3:00 p.m. on weekdays and when information is available on weekends.
- B. Once a field is closed due to unsafe conditions, fields may not be used under any circumstances.
- C. Fields may be closed at any time by Parks and Community Services staff for maintenance or should conditions warrant that fields are unsafe for use.

- D. Call the field status hotline at (951) 413-3730 for information regarding field conditions. Information is updated daily at 3:00 p.m. and on weekends when information is available.
- E. Users may request a refund or reschedule fields that are closed due to unsafe or poor weather conditions.
- F. Users may cancel a reservation, on the day of the scheduled use, if weather conditions are poor and it is in the best interest of the participants not to use the facility.

#### **VIII. INSURANCE**

- A. All users have a signed hold harmless release form on file before reserving a facility.
- B. All users must provide a Certificate of Insurance naming the City of Moreno Valley, the Moreno Valley Community Services District, and their officers and employees as additional insured under a general liability policy. Contact Parks and Community Services staff for specifics as to limits and cancellation clauses.

#### **IX. GENERAL**

- A. Users are not allowed to transfer a facility reservation to another user.
- B. Private vehicles are not allowed on City or School property without advance written approval by the owner of the property. Facility users and visitors may be cited for failure to obey traffic and parking laws.
- C. In the event more than one user claims to have a reservation for the same facility, Parks and Community Services staff will determine who is entitled to use the facility. If appropriate, arrangements to use another facility will be arranged provided another facility is available.
- D. In the event of a facility conflict or problems with lights, contact the Recreation Office if it is before 5:30 p.m. or the Park Ranger pager at (951) 341-1163 after 5:30 p.m.
- E. Organizations and users are responsible to keep facilities clean. Please pick up all trash prior to leaving the facility.
- F. Facility damage or needed repairs should be reported to Parks and Community Services at (951) 413-3702.
- G. The Moreno Valley Sports Committee meets at 5:00 p.m. on the fourth Wednesday of each month (except November and December) at the Conference and Recreation Center, 14075 Frederick Street. This meeting is open to the public.
- H. For questions and clarification regarding sports facilities, please contact Parks and Community Services at (951) 413-3280.

**FAILURE TO FOLLOW THESE RULES WILL RESULT IN CANCELLATION OF YOUR PERMIT.**

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# Parks & Facilities

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ATTENTION B

PARKS & FACILITIES 32

Item No. G.5

PARK NUMBER	PARK NAME/LOCATION	Soccer Field	Football Field	Softball/Baseball Field	Basketball Court	Volleyball Court	Tennis Courts	Multi-Use Athletic Field	Restrooms	Off-Street Parking	Snack Bar	Water Feature	Tot Lot	Banquet Facilities	Picnic Tables	Barbeques	Security Lighting	Horse Arena and Dog Park	Skate Park/Roller Hockey Rink
* FACILITIES	Moreno Valley Conference & Recreation Center 14075 Frederick St.																		
**	Senior Community Center, 25075 Fir Av.																		
***	TownGate Community Center, 13100 Arbor Park Lane																		
▲	Cottonwood Golf Center, 13671 Frederick St.																		
▲▲	March Field Park Community Center, 15325 5th St.																		
1	Sunnymead Park, 12655 Perris Blvd.																		
2	Moreno Valley Community Park 13360 Frederick St.	4L																	
3	John F. Kennedy Park, 15115 Indian St.	1L																	
4	Weston Park, 13170 Lasselie St.					4L													
5	Gateway Park, 23975 Manzanita Av.																		
6	Westbluff Park, 10750 Pigeon Pass Rd.																		
7	Woodland Park, 25705 Cactus Av.	1L				4L													
8	Morrisoni Park, 26667 Dracaea Av.	4L																	
9	Bethune Park, 16745 Kitching St.																		
10	Moreno Valley Equestrian Park & Nature Center 17150 Redlands Blvd.																		
11	Cottonwood Equestrian Staging Area, 28590 Cottonwood Av.																		
12	Ridge Crest Park, 28506 John F. Kennedy Dr.																		
13	Fairway Park, 27891 John F. Kennedy Dr.																		
14	Victoriano Park, 29730 Los Cabos Dr.																		
15	Pedrona Park, 16009 Rancho Del Lago																		
16	El Potrero Park, 16901 Lasselie St.																		
17	TownGate Memorial Park, 13051 Elsworth St.																		
18	Bayside Park, 24435 Bay Av.																		
19	Adrienne Mitchell Memorial Park, 22631 Bay Av.																		
20	Shadow Mountain Park, 23239 Presidio Hills Dr.																		
21	Hidden Springs Park-Phase I (Open Space) 9675 Hidden Springs Dr.																		
22	March Field Park and Valley Skate Park, 6th St.																		
23	Parque Amistad, 26160 Gentian Av.																		
24	Gollige Park, 16130 Lasselie St.																		
25	Vista Lomas Park, 26700 Ins Av.																		
26	Celebration Park, 14965 Morgan Av.																		
27	Rock Ridge Park, 27119 Waterford Way																		
28	Rancho Verde Staging Area, 17484 Kentucky Derby Dr.																		
aa	Cold Creek Trailhead, Mason and Dracaea																		
bb	Rancho Verde Park, Lasselie St. and Cremlino																		
cc	Lasselie Sports Complex, 17165 Lasselie St.																		
dd	Patriot Park, scheduled opening Summer 2010 Corner of Perris Blvd. and Filaree St.																		
FUTURE SITES																			

To obtain a map of the City's multi-use trails and bikeways call 413.3702.  
\* All parks and recreation facilities meet current ADA standards.



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City of Moreno Valley  
Parks and Community Services  
Possible Alternative Field Locations

Park	Additional # of Fields	Size	Lights Currently	Parking	Restroom	Cost to Light (in 1,000)	CIP Budget	Explanation
RCC College Park	2	Practice	No	Campus	Yes	550	Yes	RCC is aware that DSA approval will expire soon. Val Verde charges user group \$32 per hour.
March Middle School	2	Regulation	No	Street	Yes	650	No	Currently two fields of four are lit. Expand usage with two additional lit fields.
Vista Heights Middle School	2	Practice	No	Limited/ Street	Yes	650	No	If improvements are combined with Vista Heights, cost would be \$820,000.
Westbluff Park	1	Regulation	No	Limited	Yes	380/820	No	Shared with two softball fields. Construction in FY 2010/11.
Shadow Mountain Park	1	Regulation	No	Limited	No	650	Yes	Needs lights, turf, sprinklers, ADA accessibility.
Moreno Valley Equestrian Center	1	Regulation	No	Limited	No	750	No	Across from Morrison Park, three practice fields can be used as one regulation field. Currently being used. Expand usage with lights.
Mountain View Middle School	3	Practice	No	Limited/ Street	Yes	940	No	
	1	Regulation						

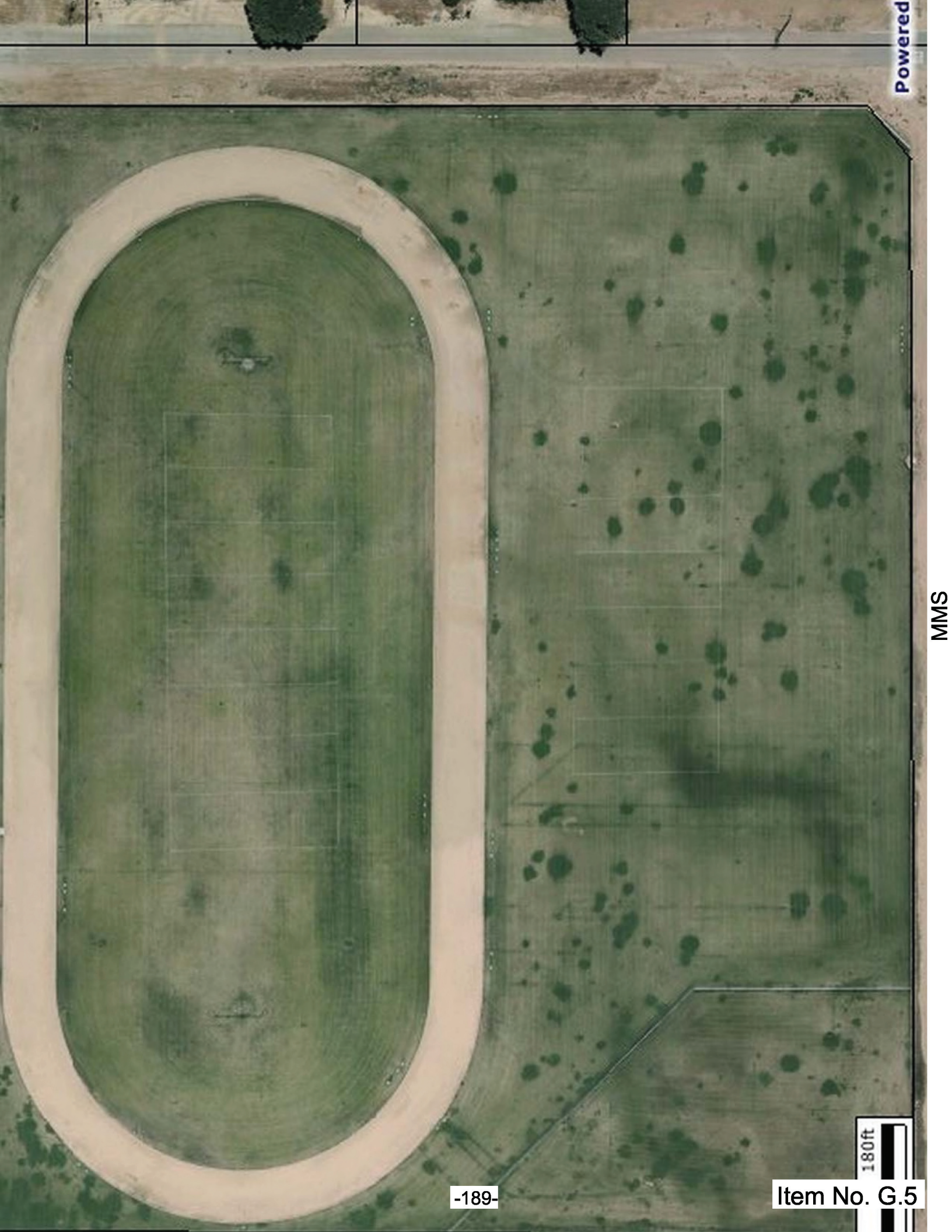
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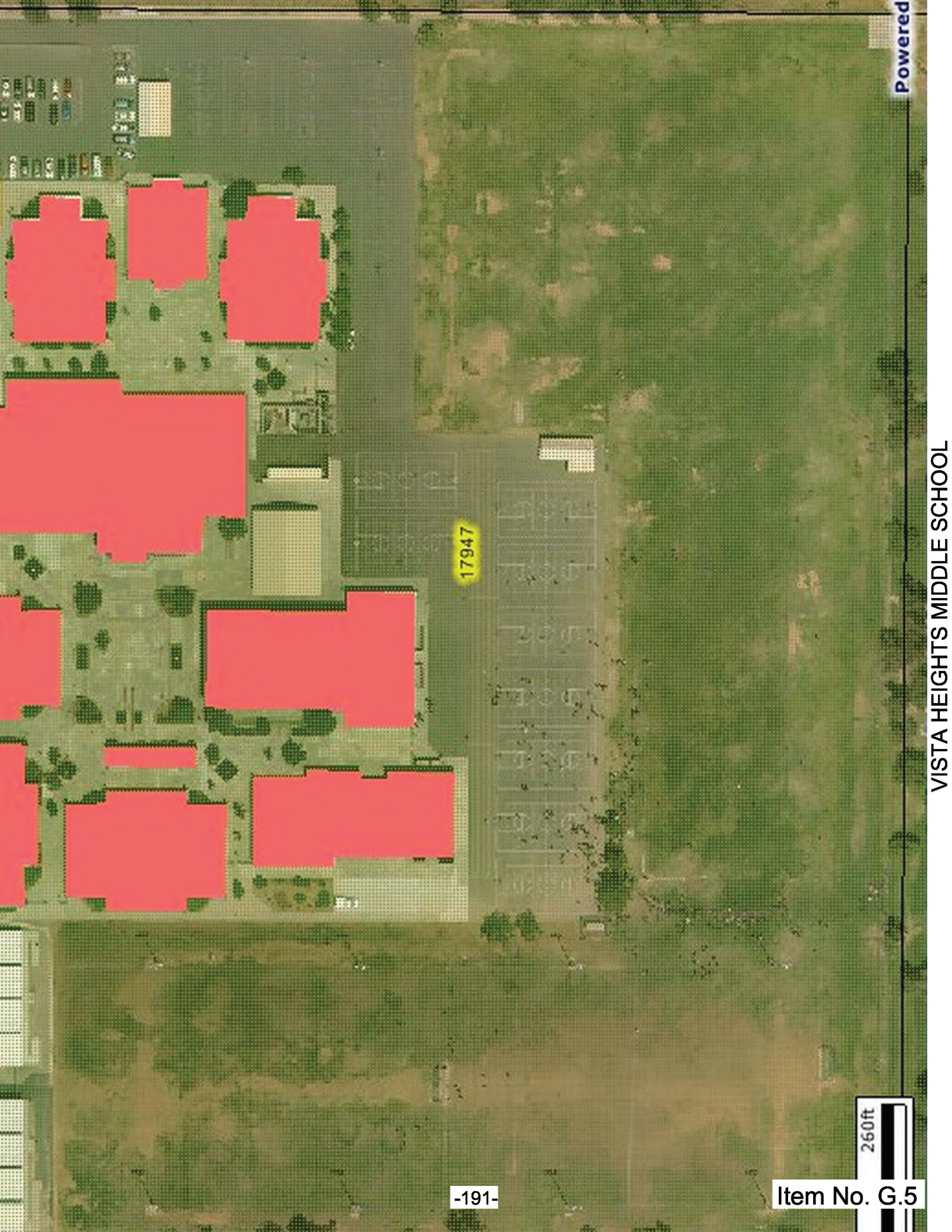




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23 DIVISION MODVNS

Powered

LAWLESS RD

23553

PRESIDIO HILLS DR

Shadow Mtn Ball Field

260ft

-195- CASALIA CT

Item No. G.5



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Powered

MV EQUESTRIAN CENTER

-197-

260ft

Item No. G.5



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19853

DRACAEVA AVE

300ft

Powered

Mountain View Middle School

MONROE ST

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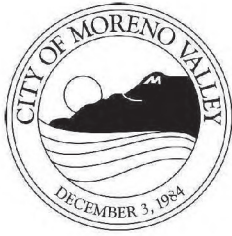
**CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES  
October 13, 2009**

- a) Report by Council Member Robin N. Hastings on  
Western Riverside Council of Governments  
(WRCOG)**

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	<i>[Signature]</i>
CITY MANAGER	<i>[Signature]</i>

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Jane Halstead, City Clerk, CMC

**AGENDA DATE:** October 13, 2009

**TITLE:** ORDINANCE AMENDING CHAPTER 2.12 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING MODIFICATIONS TO THE TITLE OF THE FINANCE DEPARTMENT AND FINANCE DIRECTOR.

---

### RECOMMENDED ACTION

Staff recommends that the City Council introduce Ordinance No. 801, amending Chapter 2.12 of the City of Moreno Valley Municipal Code regarding modifications to the title of the Finance Department and Finance Director. (Roll call required)

### SUMMARY

The Finance Department has been renamed to: Financial & Administrative Services Department; therefore, it is now appropriate and in the City's best interest to amend Chapter 2.12 to include the statement: The Finance Department's title has changed to Financial & Administrative Services Department and Finance Director's title to Financial & Administrative Services Director. Any reference to the Finance Department and Director by definition is: Financial & Administrative Services Department and Financial & Administrative Services Director.

### BACKGROUND/DISCUSSION

The introduction and subsequent adoption of the proposed ordinance will complete the process of renaming the Finance Department and updating the Municipal Code accordingly. The updated title for the department and director will be as follows:

Finance Department	Financial & Administrative Services Department
Finance Director	Financial & Administrative Services Director



**ALTERNATIVES**

1. Introduce the proposed ordinance, amending Chapter 2.12 of the City of Moreno Valley Municipal Code to reflect the correct title of the director and department. **(Recommended by staff)**
  
2. Not introduce the proposed ordinance, thus leaving the affected Municipal Code chapter with the obsolete titles of the director and department. **(Not recommended by staff)**

**FISCAL IMPACT**

There is minimal fiscal impact associated with the recommended action.

**NOTIFICATION**

Publication of the agenda

**ATTACHMENTS**

Proposed ordinance

Prepared By:  
 Name Jane Halstead  
 Title City Clerk

Department Head Approval:  
 Name  
 Title

Concurred By:  
 Name  
 Title

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

ORDINANCE NO. 801

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING CHAPTER 2.12 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING MODIFICATIONS TO THE TITLE OF THE FINANCE DEPARTMENT AND FINANCE DIRECTOR

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

SECTION 1.

1.1 Chapter 2.12.010 is hereby amended to include the following statement: The Finance Department's title has changed to Financial & Administrative Services Department and Finance Director's title to Financial & Administrative Services Director. Any reference to the Finance Department and Director by definition is: Financial & Administrative Services Department and Financial & Administrative Services Director.

SECTION 2. EFFECT OF ENACTMENT:

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

SECTION 3. NOTICE OF ADOPTION:

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

SECTION 4. EFFECTIVE DATE:

4.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ORDINANCE JURAT

[Clerk's office will prepare]

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

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ORDINANCE NO.796

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 8 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING AND REENACTING CHAPTER 8.12, FLOOD DAMAGE PREVENTION AND IMPLEMENTATION OF NATIONAL FLOOD INSURANCE PROGRAM (NFIP)

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

SECTION 1. REPEAL OF PRIOR ENACTMENT:

1.1 Chapter 8.12 of Title 8 of the City of Moreno Valley Municipal Code is hereby amended by repealing, the repeal to be effective only upon the effective date of the reenactment of said Chapter 8.12, as set forth in Section 2 of this Ordinance.

SECTION 2. REENACTMENT OF CHAPTER 8.12:

2.1 Chapter 8.12 of Title of the City of Moreno Valley Municipal Code is hereby reenacted in its entirety to read as follows:

**Chapter 8.12**

**FLOOD DAMAGE PREVENTION AND IMPLEMENTATION OF NATIONAL FLOOD INSURANCE PROGRAM (NFIP)**

**Sections:**

- 8.12.010 Statutory authorization.**
- 8.12.020 Findings of fact.**
- 8.12.030 Statement of purpose.**
- 8.12.040 Methods of reducing flood losses.**
- 8.12.050 Definitions.**
- 8.12.060 Lands to which this chapter applies.**
- 8.12.070 Basis for establishing the areas of special flood hazard.**
- 8.12.080 Compliance.**
- 8.12.090 Abrogation and greater restrictions.**
- 8.12.100 Interpretation.**
- 8.12.110 Warning and disclaimer of liability.**
- 8.12.120 Severability.**
- 8.12.130 Designation of the floodplain administrator.**
- 8.12.140 Duties and responsibilities of floodplain administrator.**
- 8.12.150 Development permit.**
- 8.12.160 Appeals.**

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Date Adopted:

- 8.12.170 Standards of construction.**
- 8.12.180 Standards for utilities.**
- 8.12.190 Standards for subdivisions and other proposed development.**
- 8.12.200 Standards for manufactured home.**
- 8.12.210 Standards for recreational vehicles.**
- 8.12.220 Floodways.**
- 8.12.230 Nature of variances.**
- 8.12.235 Conditions for variances.**
- 8.12.240 Appeal board.**

**8.12.010 Statutory authorization.**

The Legislature of the State of California has in Government Code Sections 65302, 65560 and 65800 conferred upon local governments the authority to adopt regulations designed to promote the public health, safety and general welfare of its citizenry. Therefore, the City Council of the City of Moreno Valley does hereby adopt the following floodplain management regulations.

**8.12.020 Findings of fact.**

A. The flood hazard areas of the City are subject to periodic inundation which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, additional public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

B. These flood losses are caused by uses that are inadequately elevated, floodproofed or protected from flood damage. The cumulative effect of obstructions in areas of special flood hazards which increase flood heights and velocities also contribute to flood losses.

**8.12.030 Statement of purpose.**

It is the purpose of this chapter to promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas by legally enforceable regulations applied uniformly throughout the City to all publicly and privately owned land within flood prone, mudslide [i.e. mudflow] or flood related erosion areas. These regulations are designed to:

- A. Protect human life and health;
- B. Minimize expenditure of public money for costly flood control projects;
- C. Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;

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Date Adopted:

- D. Minimize prolonged business interruptions;
- E. Minimize damage to public facilities and utilities such as water and gas mains; electric, telephone and sewer lines; and streets and bridges located in areas of special flood hazard;
- F. Help maintain a stable tax base by providing for the sound use and development of areas of special flood hazard so as to minimize future blighted areas caused by flood damage;
- G. Ensure that potential buyers are notified that property is in an area of special flood hazard; and
- H. Ensure that those who occupy the areas of special flood hazard assume responsibility for their actions.

**8.12.040 Methods of reducing flood losses.**

In order to accomplish its purposes, this chapter includes methods and provisions to:

- A. Restrict or prohibit uses which are dangerous to health, safety and property due to water or erosion hazards, or which result in damaging increases in erosion or flood heights or velocities;
- B. Require that uses vulnerable to floods, including facilities which serve such uses, be protected against flood damage at the time of initial construction;
- C. Control the alteration of natural floodplains, stream channels, and natural protective barriers, which help accommodate or channel flood waters;
- D. Control filling, grading, dredging and other development which may increase flood damage; and
- E. Prevent or regulate the construction of flood barriers which will unnaturally divert floodwaters or which may increase flood hazards in other areas.

**8.12.050 Definitions.**

Unless specifically defined below, words or phrases used in this chapter shall be interpreted so as to give them the meaning they have in common usage and to give this chapter its most reasonable application.

“A zone” – see “Special flood hazard area”.

“Accessory structure” means a structure that is either:

- 1. Solely for the parking of no more than two (2) cars; or

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2. A small, low cost shed for limited storage, less than one hundred fifty (150) square feet and \$1,500 in value.

“Accessory use” means a use which is incidental and subordinate to the principal use of the parcel of land on which it is located.

“Alluvial fan” means a geomorphologic feature characterized by a cone or fan-shaped deposit of boulders, gravel and fine sediments that have been eroded from mountain slopes, transported by flood flows, and then deposited on the valley floors, and which is subject to flash flooding, high velocity flows, debris flows, erosion, sediment movement and deposition, and channel migration.

“Apex” means a point on an alluvial fan or similar landform below which the flow path of the major stream that formed the fan becomes unpredictable and alluvial fan flooding can occur.

“Appeal” means a request for a review of the Floodplain Administrator’s interpretation of any provision of this chapter.

“Area of shallow flooding” means a designated AO or AH Zone on the Flood Insurance Rate Map (FIRM). The base flood depths range from one to three feet; a clearly defined channel does not exist; the path of flooding is unpredictable and indeterminate; and velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

“Area of Special Flood Hazard.” See “Special flood hazard area.”

“Base flood” means a flood which has a one percent chance of being equaled or exceeded in any given year (also called the “100-year flood”). Base flood is the term used throughout this chapter.

“Base flood elevation” (BFE) means the elevation shown on the Flood Insurance Rate Map for Zones AE, AH, A1-30, VE and V1-V30 that indicates the water surface elevation resulting from a flood that has a one-percent (1%) or greater chance of being equaled or exceeded in any given year.

“Basement” means any area of the building having its floor subgrade, i.e., below ground level, on all sides.

“Building.” See “Structure.”

“Development” means any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

“Encroachment” means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain which may impede or alter the flow capacity of a floodplain.

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Date Adopted:

“Existing manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including, at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed before June 18, 1987.

“Expansion to an existing manufactured home park or subdivision” means the preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads).

“Flood, flooding or flood water” means:

1. A general and temporary condition of partial or complete inundation of normally dry land areas from the overflow of inland or tidal waters; the unusual and rapid accumulation or runoff of surface waters from any source; and/or mudslides (i.e., mudflows); and
2. The condition resulting from flood-related erosion.

“Flood Boundary and Floodway Map (FBFM)” means the official map on which the Federal Emergency Management Agency or Federal Insurance Administration has delineated both the areas of special flood hazards and the floodway.

“Flood Insurance Rate Map (FIRM)” means the official map on which the Federal Emergency Management Agency (FEMA) or Federal Insurance Administration has delineated both the areas of special flood hazards and the risk premium zones applicable to the community.

“Flood Insurance Study” means the official report provided by the Federal Insurance Administration that includes flood profiles, the Flood Insurance Rate Map, the Flood Boundary and Floodway Map, and the water surface elevation of the base flood.

“Floodplain” or “flood-prone area” means any land area susceptible to being inundated by water from any source. See “Flooding.”

“Floodplain administrator” is the individual appointed to administer and enforce the floodplain management regulations.

“Floodplain management” means the operation of an overall program of corrective and preventive measures for reducing flood damage and preserving and enhancing, where possible, natural resources in the floodplain, including but not limited to emergency preparedness plans, flood control works, floodplain management regulations, and open space plans.

“Floodplain management regulations” means this chapter and other zoning ordinances, subdivision regulations, building codes, health regulations, special purpose ordinances (such as grading and erosion control) and other application of police power

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Date Adopted:



which control development in flood-prone areas. This term describes federal, state or local regulations in any combination thereof which provide standards for preventing and reducing flood loss and damage.

“Floodproofing” means any combination of structural and nonstructural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents. For guidelines on dry and wet floodproofing, see FEMA Technical Bulletins TB 1-93, TB 3-93, and TB 7-93.

“Floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as “Regulatory Floodway.”

“Floodway fringe” is that area of the floodplain on either side of the Regulatory Floodway where encroachment may be permitted.

“Fraud and victimization” as related to Sections 8.12.230 through 8.12.240 of this chapter, means that the variance granted must not cause fraud on or victimization of the public. In examining this requirement, the city will consider the fact that every newly constructed building adds to government responsibilities and remains a part of the community for fifty (50) to one hundred (100) years. Buildings that are permitted to be constructed below the base flood elevation are subject during all those years to increased risk of damage from floods, while future owners of the property and the community as a whole are subject to all the costs, inconvenience, danger and suffering that those increased flood damages bring. In addition, future owners may purchase the property, unaware that it is subject to potential flood damage, and can be insured only at very high flood insurance rates.

“Functionally dependent use” means a use which cannot perform its intended purpose unless it is located or carried out in close proximity to water. The term includes only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities, and does not include long-term storage or related manufacturing facilities.

“Governing body” is the local governing unit, i.e., county or municipality, that is empowered to adopt and implement regulations to provide for the public health, safety and general welfare of its citizenry.

“Hardship,” as related to Section 8.12.230, means the exceptional hardship that would result from a failure to grant the requested variance. The City requires that the variance be exceptional, unusual and peculiar to the property involved. Mere economic or financial hardship alone is not exceptional. Inconvenience, aesthetic considerations, physical handicaps, personal preferences, or the disapproval of one’s neighbors likewise cannot, as a rule, qualify as an exceptional hardship. All of these problems can be resolved through other means without granting a variance, even if the alternative is

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Date Adopted:

more expensive, or requires the property owner to build elsewhere or put the parcel to a different use than originally intended.

“Highest adjacent grade” means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

“Historic structure” means any structure that is

1. Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;

2. Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;

3. Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of Interior; or

4. Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program as determined by the Secretary of the Interior or directly by the Secretary of the Interior in states without approved programs.

“Levee” means a manmade structure, usually an earthen embankment, designed and constructed in accordance with sound engineering practices to contain, control or divert the flow of water so as to provide protection from temporary flooding.

“Levee system” means a flood protection system which consists of a levee, or levees, and associated structures, such as closure and drainage devices, which are constructed and operated in accord with sound engineering practices.

“Lowest floor” means the lowest floor of the lowest enclosed area, including basement (see “Basement” definition).

1. An unfinished or flood resistant enclosure below the lowest floor that is usable solely for parking of vehicles, building access or storage in an area other than a basement area, is not considered a building’s lowest floor provided it conforms to applicable non-elevation design requirements, including, but not limited to:

- a. The flood openings standard in Subsection 8.12.170(C)(3).
- b. The anchoring standards in Subsection 8.12.170(A).
- c. The construction materials and methods standards in Subsection

8.12.170(B).

Ordinance No. \_\_\_\_  
Date Adopted:

d. The standards for utilities in Section 8.12.180.

2. For residential structures, all subgrade enclosed areas are prohibited as they are considered to be basements (see “Basement” definition). This prohibition includes below-grade garages and storage areas.

“Manufactured home” means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when attached to the required utilities. The term “manufactured home” does not include a “recreational vehicle.”

“Manufactured home park or subdivision” means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

“Market value” is defined in the City substantial damage/improvement procedures. See Subsection 8.12.140 (B)(1).

“Mean sea level” means, for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, to which base flood elevations shown on a community’s Flood Insurance Rate Map are referenced.

“New construction,” for floodplain management purposes, means structures for which the start of construction commenced on or after the effective date of floodplain management regulations adopted by this community, and includes any subsequent improvements to such structures.

“New manufactured home park or subdivision” means a manufactured home park or subdivision for which the construction of facilities for servicing the lots on which the manufactured homes are to be affixed (including at a minimum, the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads) is completed on or after the effective date of floodplain management regulations adopted by this community.

“Obstruction” includes, but is not limited to, any dam, wall, wharf, embankment, levee, dike, pile, abutment, protection, excavation, channelization, bridge, conduit, culvert, building, wire, fence, rock, gravel, refuse, fill, structure, vegetation or other material in, along, across or projecting into any watercourse which may alter, impede, retard or change the direction and/or velocity of the flow of water, or due to its location, its propensity to snare or collect debris carried by the flow of water, or its likelihood of being carried downstream.

“One-Hundred-Year Flood” or “100-Year Flood”. See “Base flood.”

“Program deficiency” means a defect in a community’s floodplain management regulations or administrative procedures that impairs effective implementation of those floodplain management regulations.

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Date Adopted:

“Public safety and nuisance,” as related to Section 8.12.230, means that the granting of a variance must not result in anything which is injurious to safety or health of an entire community or neighborhood, or any considerable number of persons, or unlawfully obstructs the free passage or use, in the customary manner, of any navigable lake, or river, bay, stream, canal or basin.

“Recreational vehicle” means a vehicle which is

1. Built on a single chassis;
  2. Four hundred (400) square feet or less when measured at the largest horizontal projection;
  3. Designed to be self-propelled or permanently towable by a light-duty truck;
- and
4. Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational, camping, travel or seasonal use.

“Regulatory floodway” means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot. Also referred to as “floodway”.

“Remedy a violation” means to bring the structure or other development into compliance with State or local floodplain management regulations, or if this is not possible, to reduce the impacts of its noncompliance. Ways that impacts may be reduced include protecting the structure or other affected development from flood damages, implementing the enforcement provisions of the ordinance or otherwise deterring future similar violations, or reducing State or Federal financial exposure with regard to the structure or other development.

“Riverine” means relating to, formed by, or resembling a river (including tributaries), stream, brook, etc.

“Sheet flow area”. See “Area of shallow flooding.”

“Special flood hazard area (SFHA)” means an area in the floodplain subject to a one percent (1%) or greater chance of flooding in any given year. It is shown on a FIRM as Zone A, AO, A1-A30, AE, A99 or AH.

“Start of construction” includes substantial improvement and other proposed new development and means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement or other improvement was within one hundred eighty (180) days from the date of the permit. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a

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manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of construction means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

“Structure” means a walled and roofed building that is principally above ground; this includes a gas or liquid storage tank or a manufactured home.

“Substantial damage” means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed fifty (50) percent of the market value of the structure before the damage occurred.

“Substantial improvement” means any reconstruction, rehabilitation, addition or other improvement of a structure, the cost of which equals or exceeds fifty (50) percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage, regardless of the actual repair work performed. The term does not, however, include either:

1. Any project for improvement of a structure to correct existing violations or state or local health, sanitary or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions; or
2. Any alteration of a historic structure, provided that the alteration will not preclude the structure’s continued designation as a historic structure.

“Variance” means a grant of relief from the requirements of this chapter which permits construction in a manner that would otherwise be prohibited by this chapter.

“Violation” means the failure of a structure or other development to be fully compliant with this chapter. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in this ordinance is presumed to be in violation until such time as that documentation is provided.

“Water surface elevation” means the height, in relation to the National Geodetic Vertical Datum (NGVD) of 1929, North American Vertical Datum (NAVD) of 1988, or other datum, of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

“Watercourse” means a lake, river, creek, stream, wash, arroyo, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

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**8.12.060 Lands to which this chapter applies.**

This chapter shall apply to all areas of special flood hazards within the jurisdiction of the City.

**8.12.070 Basis for establishing the areas of special flood hazard.**

The areas of special flood hazard identified by the Federal Emergency Management Agency (FEMA) in the Flood Insurance Study (FIS) for Moreno Valley dated August 28, 2008, with accompanying Flood Insurance Rate Maps (FIRMs) and Flood Boundary and Floodway Maps (FBFMs), dated August 28, 2008, and all subsequent amendments and/or revisions, are adopted by reference and declared to be a part of this chapter. This FIS and attendant mapping is the minimum area of applicability of this chapter and may be supplemented by studies for other areas which allow implementation of this chapter and which are recommended to the City by the Floodplain Administrator. The study, FIRMs and FBFMs are on file at public works department, land development division.

**8.12.080 Compliance.**

No structure or land shall hereafter be constructed, located, extended, converted or altered without full compliance with the term of this chapter and other applicable regulations. Violation of the requirements set forth in this chapter or the continued maintenance of property in violation of the requirements set forth in this chapter (including violations of conditions and safeguards established in connection with conditions) shall constitute a misdemeanor. Nothing herein shall prevent the city from taking such lawful action as is necessary to prevent or remedy any violation.

**8.12.090 Abrogation and greater restrictions.**

This chapter is not intended to repeal, abrogate or impair any existing easements, covenants or deed restrictions. However, where this chapter and another ordinance, easement, covenant or deed restriction conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

**8.12.100 Interpretation.**

In the interpretation and application of this chapter, all provisions shall be:

- A. Considered as minimum requirements;
- B. Liberally construed in favor of the governing body; and

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C. Deemed neither to limit nor repeal any other powers granted under state statutes.

**8.12.110 Warning and disclaimer of liability.**

The degree of flood protection required by this chapter is considered reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur on rare occasions. Flood heights may be increased by man-made or natural causes. This chapter does not imply that land outside the areas of special flood hazards or uses permitted within such areas will be free from flooding or flood damages. This chapter shall not create liability on the part of the city, any officer or employee thereof, the state of California, or the Federal Insurance Administration, Federal Emergency Management Agency, for any flood damages that result from reliance on this chapter or any administrative decision lawfully made hereunder.

**8.12.120 Severability.**

This chapter and the various parts thereof are hereby declared to be severable. Should any section of this chapter be declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any portion thereof other than the section so declared to be unconstitutional or invalid.

**8.12.130 Designation of the Floodplain Administrator.**

The City Engineer is appointed to administer, implement and enforce this chapter by granting or denying development permits in accord with its provisions.

**8.12.140 Duties and responsibilities of the Floodplain Administrator.**

The duties and responsibilities of the Floodplain Administrator shall include, but not be limited to the following.

- A. Permit Review. Review all development permits to determine that:
  - 1. Permit requirements of this chapter have been satisfied; including determination of substantial improvement and substantial damage of existing structures;
  - 2. All other required state and federal permits have been obtained,
  - 3. The site is reasonably safe from flooding;
  - 4. The proposed development does not adversely affect the carrying capacity of areas where base flood elevations have been determined but a floodway has not been designated. This means that the cumulative effect of the proposed development when combined with all other existing and anticipated

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development will not increase the water surface elevation of the base flood more than one (1) foot at any point within the City; and

5. All Letters of Map Revision (LOMR's) for flood control projects are approved prior to issuance of building permits. Building permits must not be issued based on Conditional Letters of Map Revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

**B. Development of Substantial Improvement and Substantial Damage Procedures.**

1. Using FEMA publication FEMA 213, "Answers to Questions About Substantially Damaged Buildings," develop detailed procedures for identifying and administering requirements for substantial improvement and substantial damage, to include defining "Market Value."

2. Assure procedures are coordinated with other departments/divisions and implemented by City staff.

**C. Review, Use and Development of Other Base Flood Data.** When base flood elevation data has not been provided in accordance with Section 8.12.070, the Floodplain Administrator shall obtain, review and reasonably utilize any base flood elevation and floodway data available from a federal or state agency, or other source, in order to administer Sections 8.12.170 through 8.12.220. Note: A base flood elevation may be obtained using one of two methods from the FEMA publication, FEMA 265, "Managing Floodplain Development in Approximate Zone A Areas – A Guide for Obtaining and Developing Base(100-year) Flood Elevations" dated July 1995.

**D. Notification of Other Agencies.**

1. Alteration or relocation of a watercourse:

a. Notify the County of Riverside, Riverside County Flood Control and Water Conservation District (RCFC&WCD), adjacent communities and the California Department of Water Resources (DWR) prior to alteration or relocation;

b. Submit evidence of such notification to the Federal Emergency Management Agency; and

c. Assure that the flood carrying capacity within the altered or relocated portion of the watercourse is maintained.

2. Base Flood Elevation changes due to physical alterations:

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a. Within six (6) months of information becoming available or project completion, whichever comes first, the Floodplain Administrator shall submit or assure that the permit applicant submits technical or scientific data to FEMA for a Letter of Map Revision (LOMR).

b. All LOMR's for flood control projects are approved prior to the issuance of building permits. Building Permits must not be issued based on Conditional Letters of Map Revision (CLOMR's). Approved CLOMR's allow construction of the proposed flood control project and land preparation as specified in the "start of construction" definition.

Such submissions are necessary so that upon confirmation of those physical changes affecting flooding conditions, risk premium rates and floodplain management requirements are based on current data.

3. Changes in corporate boundaries:

Notify FEMA in writing whenever the corporate boundaries have been modified by annexation or other means and include a copy of a map of the community clearly delineating the new corporate limits.

E. Documentation of Floodplain Development.

Obtain and maintain for public inspection and make available as needed the following:

1. Certification required by Subsection 8.12.170(C)(1) and 8.12.200 (lowest floor elevations);

2. Certification required by Subsection 8.12.170(C)(2) (elevation or floodproofing of nonresidential structures);

3. Certification required by Subsection 8.12.170(C)(3) (wet floodproofing standard);

4. Certification of elevation required by Subsection 8.12.190(A)(3) (subdivision standards);

5. Certification required by Subsection 8.12.220(B) (floodway encroachments);

6. Maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

F. Map Determination.

Make interpretations where needed, as to the exact location of the boundaries of the areas of special flood hazard, where there appears to be a conflict between a

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mapped boundary and actual field conditions. The person contesting the location of the boundary shall be given a reasonable opportunity to appeal the interpretation as provided in Section 8.12.160.

G. Remedial Action.

Take action to remedy violations of this chapter as specified in Section 8.12.080.

H. Biennial Report.

Complete and submit Biennial Report to FEMA.

I. Planning.

Assure the City's General Plan is consistent with floodplain management objectives herein.

**8.12.150 Development Permit.**

A development permit shall be obtained before any construction or other development, including manufactured homes, within any area of special flood hazard established in Section 8.12.070. Application for a development permit shall be made on forms furnished by the City. The applicant shall provide the following minimum information:

A. Plans in duplicate, drawn to scale, showing:

1. Location, dimensions, and elevation of the area in question, existing or proposed structures, storage of materials and equipment and their location;
2. Proposed locations of water supply, sanitary sewer, and other utilities;
3. Grading information showing existing and proposed contours, any proposed fill, and drainage facilities;
4. Location of the regulatory floodway when applicable;
5. Base flood elevation information as specified in Section 8.12.070 or Subsection 8.12.140(C);
6. Proposed elevation in relation to mean sea level, of lowest floor (including basement) of all structures; and
7. Proposed elevation in relation to mean sea level to which any nonresidential structure will be floodproofed, as required in Subsection 8.12.170(C)(2) and detailed in FEMA Technical Bulletin TB 3-93.

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B. Certification from a registered civil engineer or architect that the nonresidential floodproofed building meets the floodproofing criteria in Subsection 8.12.170(C)(2).

C. For a crawl-space foundation, location and total net area of foundation openings as required in Subsection 8.12.170(C)(3) and detailed in FEMA Technical Bulletins 1-93 and 7-93.

D. Description of the extent to which any watercourse will be altered or relocated as a result of proposed development.

E. All appropriate certifications listed in Section 8.12.150.

#### **8.12.160 Appeals.**

The City Council shall hear and decide appeals when it is alleged there is an error in any requirement, decision or determination made by the Floodplain Administrator in the enforcement or administration of this chapter.

#### **8.12.170 Standards of construction.**

In all areas of special flood hazards the following standards are required:

A. Anchoring.

All new construction and substantial improvements shall be adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

B. Construction Materials and Methods. All new construction and substantial improvement shall be constructed:

1. With flood resistant materials, and utility equipment resistant to flood damage for areas below the base flood elevation;

2. Using methods and practices that minimize flood damage;

3. With electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding; and

4. Within Zones AH or AO, so that there are adequate drainage paths around structures on slopes to guide flood waters around and away from proposed structures.

C. Elevation and Floodproofing.

1. Residential construction.

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All new construction or substantial improvements of residential structures, shall have the lowest floor, including basement:

- a. In AE, AH, A1-30 Zones, elevated at least one foot above the base flood elevation.
- b. In an AO Zone, elevated at least one foot above the highest adjacent grade to a height equal to or exceeding the depth number specified in feet on the FIRM, or elevated at least two (2) feet above the highest adjacent grade if no depth number is specified.
- c. In A Zone, without BFE's specified on the FIRM (unnumbered A Zone), elevated at least one foot above the base flood elevation; as determined in Subsection 8.12.140(C).

Upon completion of the structure, the elevation of the lowest floor, including basement, shall be certified by a registered civil engineer or licensed land surveyor, and verified by a city official to be properly elevated. Such certification and verification shall be provided to the Floodplain Administrator.

2. Nonresidential construction. All new construction or substantial improvements of nonresidential structures shall either be elevated to conform with Subsection 8.12.170 (C)(1) or:

- a. Be floodproofed, together with attended utility and sanitary facilities, below the elevation recommended under Subsection 8.12.170 (C)(1), so that the structure is watertight with walls substantially impermeable to the passage of water;
- b. Have structural components capable of resisting hydrostatic and hydrodynamic loads and effects of buoyancy; and
- c. Be certified by a registered civil engineer or architect that the standards of Subsections 8.12.170(C)(2)(a) and (b) are satisfied. Such certification shall be provided to the Floodplain Administrator.

3. Flood openings. All new construction and substantial improvements of structures with fully enclosed areas below the lowest floor (excluding basements) that are usable solely for parking of vehicles, building access or storage, and which are subject to flooding, shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of floodwater. Designs for meeting this requirement must exceed the following minimum criteria:

- a. For non-engineered openings:
  1. Have a minimum of two (2) openings on different sides having a total net area of not less than one(1) square inch for every square foot of enclosed area subject to flooding;

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2. The bottom of all openings shall be no higher than one (1) foot above grade;
3. Openings may be equipped with screens, louvers, valves or other coverings or devices provided that they permit the automatic entry and exit of floodwater; and
4. Buildings with more than one enclosed area must have openings on exterior walls for each area to allow flood water to directly enter; or
5. Be certified by a registered civil engineer or architect.
6. Manufactured homes. See Section 8.12.200.
7. Garages and low cost accessory structures.

4. Attached garages:

1. A garage attached to a residential structure, constructed with the garage floor slab below the BFE, must be designed to allow for the automatic entry of flood waters. See Subsection 8.12.170 (C)(3). Areas of the garage below the BFE must be constructed with flood resistant materials. See Subsection 8.12.170(B).

2. A garage attached to a nonresidential structure must meet the above requirements or be dry floodproofed. For guidance on below grade parking areas, see FEMA Technical Bulletin TB-6.

5. Detached garages and accessory structures.

1. "Accessory structures" used solely for parking (2 car detached garages or smaller) or limited storage (small, low-cost sheds), as defined in Section 8.12.050, may be constructed such that its floor is below the base flood elevation (BFE), provided the structure is designed and constructed in accordance with the following requirements:

- a. Use of the accessory structure must be limited to parking or limited storage;
- b. The portions of the accessory structure located below the BFE must be built using flood-resistant materials;
- c. The accessory structure must be adequately anchored to prevent flotation, collapse and lateral movement;
- d. Any mechanical and utility equipment in the accessory structure must be elevated or floodproofed to or above the BFE;

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e. The accessory structure must comply with floodplain encroachment provisions in Section 8.12.220; and

f. The accessory structure must be designed to allow for the automatic entry of flood waters in accordance with Subsection 8.12.170(C)(3).

2. Detached garages and accessory structures not meeting the above standards must be constructed in accordance with all applicable standards in Section 8.12.170.

**8.12.180 Standards for utilities.**

A. All new and replacement water supply and sanitary sewage systems shall be designed to minimize or eliminate:

1. Infiltration of flood waters into the systems; and
2. Discharge from the systems into flood waters.

B. On-site waste disposal systems shall be located to avoid impairment to them, or contamination from them during flooding.

**8.12.190 Standards for subdivisions and other proposed development.**

A. All new subdivision proposals and other proposed development, including proposals for manufactured home parks and subdivisions, greater than fifty (50) lots or five (5) acres, whichever is the lesser, shall:

1. Identify the Special Flood Hazard Areas (SFHA) and Base Flood Elevations (BFE).
2. Identify the elevations of the lowest floors of all proposed structures and pads on the final plans.
3. If the site is filled above the Base Flood Elevation, the following as-built information for each structure shall be certified by a registered civil engineer or licensed land surveyor and provided as part of an application for a Letter of Map Revision based on Fill (LOMR-F) to the Floodplain Administrator:
  - a. Lowest floor elevation.
  - b. Pad elevation.
  - c. Lowest adjacent grade.

B. All subdivision proposals and other proposed development shall be consistent with the need to minimize flood damage.

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C. All subdivision proposals and other proposed development shall have public utilities and facilities such as sewer, gas, electrical and water systems located and constructed to minimize flood damage.

D. All subdivisions and other proposed development shall provide adequate drainage to reduce exposure to flood hazards.

**8.12.200 Standards for manufactured home.**

A. All manufactured homes that are placed or substantially improved, on sites located: (1) outside of a manufactured home or subdivision; (2) in new manufactured home park or subdivision; (3) in an expansion to an existing manufactured home park or subdivision; or (4) in an existing manufactured home park or subdivision upon which a manufactured home has incurred "substantial damage" as the result of a flood, shall:

1. Within Zones A1-30, AH, and AE on the community's Flood Insurance Rate Map, be elevated on a permanent foundation such that the lowest floor of the manufactured home is elevated to at least one foot above the base flood elevation and be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement.

B. All manufactured homes to be placed or substantially improved on sites in an existing manufactured home park or subdivision within Zones A1-30, AH and AE, on the community's Flood Insurance Rate Map that are not subject to the provisions of Subsection 8.12.200(A) will be securely fastened to an adequately anchored foundation system to resist flotation, collapse, and lateral movement, and be elevated so that either the:

1. Lowest floor of the manufactured home is in accordance with the state of California recommendation of at least one foot above the base flood elevation; or

2. Manufactured home chassis is supported by reinforced piers or other foundation elements of at least equivalent strength that are no less than thirty-six (36) inches in height above grade.

Upon the completion of the structure, the elevation of the lowest floor including basement shall be certified by a registered civil engineer or licensed land surveyor, and verified by the community building inspector to be properly elevated. Such certification and verification shall be provided to the Floodplain Administrator.

**8.12.210 Standards for recreational vehicles.**

A. All recreational vehicles placed in Zones A1-30, AH and AE on the Flood Insurance Rate Map will either:

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1. Be on the site for fewer than one hundred eighty (180) consecutive days; or
2. Be fully licensed and ready for highway use. A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick disconnect type utilities and security devices, and has no permanently attached additions; or
3. Meet the permit requirements of Section 8.12.150 and the elevation and anchoring requirements for manufactured homes in Sections 8.12.170 through 8.12.220.

**8.12.220 Floodways.**

Since floodways are an extremely hazardous area due to the velocity of flood waters which carry debris, potential projectiles, and erosion potential, the following provisions apply:

A. Until a regulatory floodway is adopted, no new construction, substantial development, or other development (including fill) shall be permitted within Zones A1-30 and AE, unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other development, will not increase the water surface elevation of the base flood more than one (1) foot at any point within the City.

B. Within an adopted regulatory floodway, the City shall prohibit encroachments, including fill, new construction, substantial improvements, and other development, unless certification by a registered civil engineer is provided demonstrating that the proposed encroachment shall not result in any increase in flood levels during the occurrence of the base flood discharge.

C. If Subsections 8.12.220(A) and 8.12.220(B) are satisfied, all new construction, substantial improvement, and other proposed new development shall comply with all other applicable flood hazard reduction provisions of Sections 8.12.170 through 8.12.220.

**8.12.230 Nature of variances.**

The issuance of a variance is for floodplain management purposes only. Insurance premium rates are determined by statute according to actuarial risk and will not be modified by granting a variance.

The variance criteria set forth in this section are based on the general principle of zoning law that variances pertain to a piece of property and are not personal in nature. A variance may be granted for a parcel of property with physical characteristics so unusual that complying with the requirements of this chapter would create an exceptional hardship to the applicant or the surrounding property owners. The

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characteristics must be unique to the property and not be shared by adjacent parcels. The unique characteristic must pertain to the land itself, not to the structure, its inhabitants, or the property owners.

It is the duty of the City to help protect its citizens from flooding. This need is so compelling and the implications of the cost of insuring a structure built below flood level are so serious that variances from the flood elevation or from other requirements in the flood ordinance are quite rare. The long term goal of preventing and reducing flood loss and damage can only be met if variances are strictly limited. Therefore, the variance guidelines provided in this chapter are more detailed and contain multiple provisions that must be met before a variance can be properly granted. The criteria are designed to screen out those situations in which alternatives other than a variance are more appropriate.

#### **8.12.235 Conditions for variances.**

A. Generally, variances may be issued for new construction, substantial improvement, and other proposed new development to be erected on a lot of one-half acre or less in size contiguous to and surrounded by lots with existing structures constructed below the base flood level, providing that the procedures of Sections 8.12.130 through 8.12.220 have been fully considered. As the lot size increases beyond one-half acre, the technical justification required for issuing the variance increases.

B. Variances may be issued for the repair or rehabilitation of “historic structures” (as defined in Section 8.12.050) upon a determination that the proposed repair or rehabilitation will not preclude the structure’s continued designation as an historic structure and the variance is the minimum necessary to preserve the historic character and design of the structure.

C. Variances shall not be issued within any mapped regulatory floodway if any increase in flood levels during the base flood discharge would result.

D. Variances shall only be issued upon a determination that the variance is the “minimum necessary” considering the flood hazard, to afford relief. “Minimum necessary” means to afford relief with a minimum of deviation from the requirements of this ordinance. For example, in the case of variances to an elevation requirement, this means the City need not grant permission for the applicant to build at grade, or even to whatever elevation the applicant proposes, but only that elevation which the City believes will both provide relief and preserve the integrity of the local ordinance.

E. Any applicant to whom a variance is granted shall be given written notice over the signature of a city official that:

1. The issuance of a variance to construct a structure below the base flood level will result in increased premium rates for flood insurance up to amounts as high as \$25 for \$100 of insurance coverage, and

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2. Such construction below the base flood level increases risks to life and property. It is recommended that a copy of the notice shall be recorded by the Floodplain Administrator in the Office of the County of Riverside Recorder and shall be recorded in a manner so that it appears in the chain of the title of affected parcel of land.

F. The Floodplain Administrator will maintain a record of all variance actions, including justification for their issuance, and report such variances issued in its biennial report submitted to the Federal Emergency Management Agency.

**8.12.240 Appeal board.**

A. In passing upon requests for variances, the City Council shall consider all technical evaluations, all relevant factors, standards specified in other sections of this chapter; and the:

1. Danger that materials may be swept onto other lands to the injury of others;
2. Danger of life and property due to flooding or erosion damage;
3. Susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the existing individual owner and future owners of the property;
4. Importance of the services provided by the proposed facility to the community;
5. Necessity to the facility of a waterfront location, where applicable;
6. Availability of alternative locations for the proposed use which are not subject to flooding or erosion damage;
7. Compatibility of the proposed use with existing and anticipated development;
8. Relationship of the proposed use to the comprehensive plan and floodplain management program for that area;
9. Safety of access to the property in time of flood for ordinary and emergency vehicles;
10. Expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site; and
11. Costs of providing governmental services during and after flood conditions, including maintenance and repair of public utilities and facilities such as sewer, gas, electrical, and water system, and streets and bridges.

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- B. Variances shall only be issued upon a:
1. Showing of good and sufficient cause;
  2. Determination that failure to grant the variance would result in exceptional "hardship" to the applicant; and
  3. Determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, or extraordinary public expenses, create a nuisance (see "Public safety and nuisance"), cause "fraud and victimization" of the public, or conflict with existing local laws or ordinances.

C. Variances may be issued for new construction, substantial improvement, and other proposed new development necessary for the conduct of a functionally dependent use provided that the provisions of Subsections 8.12.240(A) through 8.12.240(D) are satisfied and that the structure or other development is protected by methods that minimize flood damages during the base flood and does not result in additional threats to public safety and does not create a public nuisance.

D. Upon consideration of the factors of Subsection 8.12.235(A) and the purposes of this ordinance, the City Council may attach such conditions to the granting of variances as it deems necessary to further the purposes of this ordinance.

SECTION 3 EFFECT OF ENACTMENT:

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

SECTION 4 NOTICE OF ADOPTION:

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

SECTION 5 EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Mayor

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Date Adopted:

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

Ordinance No. \_\_\_\_\_  
Date Adopted:



ORDINANCE JURAT

[Clerk's office will prepare]

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

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Date Adopted:

ORDINANCE NO. 797

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING TITLE 9 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE REGARDING THE ADDITION OF THE NEW ZONING DISTRICT RESIDENTIAL 30 (R30), SEPARATING SINGLE-FAMILY DEVELOPMENT STANDARDS FROM MULTIPLE-FAMILY DEVELOPMENT STANDARDS, DEFINING MINIMUM DENSITY STANDARDS AND DELETION OF REPETITIVE DEVELOPMENT GUIDELINES.

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

**SECTION 1. FINDINGS:**

Based on substantial evidence presented to this City Council during its public hearing on September 22, 2009, including written and oral staff reports and the record from the public hearing, this City Council hereby finds as follows:

- A. Conformance with General Plan – The proposed amendment is consistent with the General Plan and its goals, objectives, policies and programs.

**FACT:**The project consists of amendments to several sections of the City of Moreno Valley Municipal Code. The proposed Municipal Code Amendments are to be approved after the General Plan Amendment introducing the Residential 30 (R30) Zoning District is approved. With approval of the General Plan Amendment (PA09-0018), all of the proposed changes will be consistent with, and do not conflict with the goals, objectives, policies, and programs established within the General Plan or any specific plan.

California State law (Government Code Section 65580-65589.8) requires that cities provide an inventory of land suitable for residential development. Section 65583.2 (c)(3)(B)(iv) and (e)” requires that jurisdictions with a population greater than 100,000 must have sites allowing at least 30 unit per acre. The City of Moreno Valley’s current population is approximately 186,301 thus requiring the City to provide high density housing opportunities at the 30 unit per acre. The Redevelopment Agency is currently working on adding Residential 30 (R30) Zoning District to the Housing Element of the City of Moreno Valley’s General Plan.

Section 9.2.2 (Community Development Element Objectives and Policies) of the City of Moreno Valley’s General Plan states the City shall “provide a

wide range of residential opportunities and dwelling types to meet the demands of present and future residents of all socioeconomic groups”. The addition of the Residential 30 (R30) Zoning District to the General Plan will expand on the range of housing opportunities in the City of Moreno Valley.

- B. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

**FACT:**The proposed amendment to the General Plan does not have the potential of adversely affecting the public health, safety or welfare of the residents of City of Moreno Valley or surrounding jurisdictions. This item would be exempt from the requirements of the California Environmental Quality Act (CEQA) under Section 15061 as defined by Section 15378 of the CEQA Guidelines. The amendment will comply with all the health and safety provisions of the General Plan and Municipal Code and will expand the number of safe, affordable housing opportunities for low income families within the City of Moreno Valley.

- C. Conformance with Intent of Zoning Regulations – The proposed amendments is consistent with the purposes and intent of Title 9 of the Municipal Code.

**FACT:**The amendments to the Municipal Code provides for an internally consistent set of regulations that are compatible with the purpose and intent of Title 9. The proposed changes eliminate conflicts or clarify the meaning of some sections of Title 9. As such, it furthers the specific purpose and intent of Title 9 to “implement the goals, objectives, policies and programs of the Moreno Valley General Plan and manage future growth and change in accordance with that plan.”

## **SECTION 2 MUNICIPAL CODE AMENDED:**

2.1 Section 9.01.090(A) of Chapter 9.01 (under “Residential Districts”) of the City of Moreno Valley Municipal Code is hereby amended to include as follows:

“ k. Residential 30 (R30) district;

l. Residential single-family 10 (RS10) district. “

2.2 Section 9.03.020 under “Residential Districts” of Chapter 9.03 of the City of Moreno Valley Municipal Code by revising Residential 20 (R20) and adding Residential 30 (R30) is hereby amended to read as follows:

“K. Residential 20 District (R20). The primary purpose of the R20 district is to provide a broadened range of housing types in a more urban setting than is typically found within

other areas of the city. This district is intended as an area for development of multifamily residential dwelling units, as well as mobilehome parks, at a maximum allowable density of twenty (20) DU's per net acre in accordance with the provisions outlined herein.

L. Residential 30 District (R30). The primary purpose of the R30 district is to provide a broadened range of housing types in an urban setting than is typically found within other areas of the city. This district is intended as an area for development of multifamily residential dwelling units at a maximum allowable density of thirty (30) DU's per net acre in accordance with the provisions outlined herein."

2.3 Section 9.16.40 of Chapter 9.16 shall be removed from the City of Moreno Valley Municipal Code.

2.4 Section 9.03.040 of Chapter 9.03 of the City of Moreno Valley Municipal Code is hereby amended by adding Residential 30 (R30) to Table 9.03.040-6 and divide Table 9.03.040-6 into two separate tables, one each for single-family residential (Table 9.03.040-6, attached as Exhibit A) and multiple-family residential (Table 9.03.040-7, attached as Exhibit B).

2.4.2 Section 9.03.040 (E) of Chapter 9.03 of the City of Moreno Valley Municipal Code is hereby amended into two separate sections for single-family (Section 9.03.040 (E)) and multiple-family residential (Section 9.03.040 (F)). Section 9.03.040 (F) will also be edited to add "Residential 30 (R30)". The two sections will be placed after their related Table (single-family after Table 9.03.040-6 and multiple-family after Table 9.03.040-7) and read as followed:

"Section 9.03.040 (E):

E. Special Single-Family Residential Development Standards.

1. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.

2. In the R5 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.

3. In the RS10 district, driveways and fire hydrants shall be designed and located to maximize on-street parking opportunities in front of each residence.

4. Within the RS10 district, small lot single-family subdivisions on less than fifteen (15) gross acres shall provide landscaping and decorative walls along the street side of corner lots and at least two of the following amenities throughout the project:

a. Front porches;

- b. Automatic garage door openers;
- c. Electronic security systems;
- d. Fire sprinklers.

5. Within the RS10 district, small lot single-family subdivisions on fifteen (15) gross acres or more shall include usable common open space encompassing a minimum of ten (10) percent of each development. Usable common open space does not include individually owned lots, parking areas, nor vehicular rights-of-way. Usable common open space is open space and/or recreational amenities under joint (common) ownership, including, but not necessarily limited to, landscaped areas, trails, playgrounds, tennis courts, swimming pools and recreational buildings. A homeowners' association shall be established to provide continual maintenance of the commonly owned facilities.

6. For all developments within the R5 land use district, a buffer of lots held to the development standards of the R3 land use district shall be included for all portions of a subdivision located adjacent to lower density single-family residential land use districts, including the R1, R2, RA-2, and RR zones.

Section 9.03.040 (F):

F. Special Multiple-Family Residential Development Standards.

1. In the R10, R15, R20 and R30 districts, buildings exceeding one story in height shall maintain a minimum building setback of fifty (50) feet from any single-family district. Any single-story building within the R10, R15, R20 or R30 district shall maintain a minimum setback of twenty (20) feet from any single-family district.

2. In any residential district, front yard setbacks in subdivision developments may be reduced by twenty (20) percent provided the mean of all such setbacks in the development is not less than the minimum required for the district.

4. In the RS10, R10, R15, R20 and R30 districts, developments of five or more dwelling units shall include front and street side yard landscaping and shall consist predominantly of plant materials, except for necessary walks, drives and fences.

5. In the RS10, R10, R15, R20 and R30 districts, a minimum of thirty-five (35) percent of the net site area, exclusive of private patio and yard areas, shall be landscaped. Turf shall not exceed fifty (50) percent of this area. Required setback areas and outdoor recreation areas may be counted toward this minimum. Landscaping shall consist predominately of plant materials, except for necessary walks and fences.

6. Where a multiple-family project abuts property in a single-family district, a decorative masonry wall at least six feet in height and screening landscaping within a



planter of at least five-foot interior width shall be erected and maintained between such uses and the single-family district. Decorative walls composed of block, brick, stone, stucco-treated masonry or concrete panels are acceptable. The community development director may approve alternative materials, provided that the materials are decorative and comparable to masonry walls or concrete panels in durability and ability to attenuate light and sound.

7. Parking for each use shall comply with the requirements of Chapter 9.11 of this title.

8. In the R30 district, Landscape Trees: 1 tree per 20-ft linear building dimension for the portions of building visible from parking lot or ROW and 1 tree per 20-linear feet of perimeter planter areas.

9. In the R30 district, for a development of three acres or greater, up to 60 percent of the units may be in buildings with three or four stories, 50 feet maximum height subject to Planning Commission approval. “

2.4.3 Section 9.03.040 (F) of Chapter 9.03 of the City of Moreno Valley Municipal Code is hereby amended by adding Table 9.03.040-8 as followed:

“Table 9.03.040-8

Designation	Minimum Density*	Maximum Density
R10	8 units/acre	10 units/acre
R15	12 units/acre	15 units/acre
R20	16 units/acre	20 units/acre
R30	24 units/acre	30 units/acre

\* 80% of allowable density must be achieved by all multiple-family residential developments. “

2.4.4 Section 9.03.040 of Chapter 9.03 of the City of Moreno Valley Municipal Code is hereby amended by adding the new subsection 9.03.040 (G) as followed:

“G. General Multiple-Family Guidelines.

1. Opposing garages or carports should be turned to avoid the monotony of alley-like parking corridors
2. Parking areas should be staggered and landscaped to add visual interest, and opportunities for accent treatments.

3. Parking spaces within multifamily areas shall be located within two hundred fifty (250) feet of the dwellings they serve.
4. Multifamily parking lots shall be limited to two double aisles of cars to help reduce expanses of paving.
5. Open parking areas should be clustered and treated as landscaped plazas and courts.
6. Landscaping shall be used around the perimeter of the lot, as well as within the lot, reducing paved area and providing for a more pedestrian-oriented site.
7. No more than four units for a two-story structure should be served by one entry.
8. Each multiple-family unit shall have at least one hundred and fifty (150) square feet of private open space per downstairs unit and a minimum of one hundred (100) square feet of private open space per upstairs unit. Private open space may consist of a fenced yard area, patio or balcony. Fenced yards and patios shall have a minimum dimension of at least eight feet. Balconies shall be at least five feet deep.
9. Common Open Space at a minimum of three hundred (300) square feet per each residential dwelling in the project is required.
10. Individual units should have a porch or porch-like space at the front door.
11. Trash enclosures shall be located to provide a maximum walking distance of two hundred fifty (250) feet from the units they serve.
12. Trash enclosures shall be designed to be compatible with the project's architecture, perhaps including roofs, treated walls, special doors and enhanced landscaping.
13. Trash enclosures shall not be located on dead end drive aisles, unless adequate turnaround is provided for collection vehicles.
14. There shall be at least one double-bin trash enclosure for every forty-eight (48) residential units.
15. Mail boxes should be located at various places on the site and treated to match the building's architecture, avoiding the institutional and monumental "gang box" appearance, while conforming to Post Office guidelines.
16. Drive aisles should be curved and should incorporate landscaping and paving treatments to reduce vehicle speed. Landscaping treatments may include pinched planters and a mix of canopy and vertical trees. Paving treatments may include

interlocking paver bands or etchings across drives. Speed bumps or botts dots are not an acceptable alternative.

17. Freestanding structures, like gazebos or pergolas, should be located to define activity areas at pathway intersections or in secluded landscape areas.

18. Drive aisles shall be at least twenty-four (24) feet wide for two-way traffic and shall be at least twenty (20) feet wide for one-way traffic.

19. Buffer setbacks and landscaping shall be provided along all property lines. Buffers may also be appropriate within the complex, separating recreational areas from units and limiting lines of sight between balconies and into parking areas.

20. Multiple-family projects warrant special design considerations, including:

- a. Intimate, shaded outdoor seating areas;
- b. A network of pathways, providing interesting walking experiences;
- c. Gentle slopes for outdoor pathways and ramps to entry doors and between floors;
- d. Convenient and attractive access to transit, including portecocheres, information kiosks, seating areas and water elements;
- e. Security;
- f. Direct ambulance access (senior housing projects);
- g. Parking close to units;
- h. Elevators (senior housing projects)

21. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest.

22. Multifamily units shall be clustered to minimize grading and to help maintain the natural landscape.

23. Multi-family projects shall be designed for the needs of the intended residents. For example, children's needs would require open space, tot lots, handrails, and enclosed yards on ground floor units. Disabled or elderly needs would require

ramps, parking close to units, minimum and gradual elevation changes and elevators.

24. Architectural features should be used to increase privacy from nearby units and common or public spaces.

25. Roof forms should be mixed and combined to vary the perception of building height, to differentiate units and to add interest to building mass. The long, straight roofline of a single gable is not permitted.

26. A diagram of the complex showing the location of the viewer and the building designations shall be positioned at each visitor entrance of a multiple-family development.

27. Buildings shall provide for a variety of colors and architectural features to break up the massing of buildings and provide visual interest.

### SECTION 3 EFFECT OF ENACTMENT:

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

### SECTION 4 NOTICE OF ADOPTION:

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

### SECTION 5 EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 13th day of September, 2009.

**SIGNATURE PAGE FOLLOWS**

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney



ORDINANCE JURAT

[Clerk's office will prepare]

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

**Table 9.03.040-6**

**Residential Site Development Standards**

**Single-Family Standards**

<b>Requirement</b>	<b>R1</b>	<b>R2</b>	<b>RA2</b>	<b>R3</b>	<b>R5</b>	<b>RS10</b>
1. Maximum density (DU's* per net acre)	1	2	2	3	5	10
2. Minimum lot size (sq. ft. net area)	40K**	20K	20K	10K	7,200	4,500
3. Minimum lot width, in feet Cul-de-sac/Knuckle lot frontage	150	100	100	90	70	45
	35	35	35	35	35	35
4. Minimum lot depth, in feet	170	120	120	100	100	85
5. Minimum front yard setback	25	25	25	25	20	20
Front-facing garages	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable	10
Buildings other than front-facing garages						10
6. Minimum side yard setback, in feet***						
a. Interior side yard	See Note 3	See Note 3	See Note 3	See Note 3	See Note 4	See Note 6
b. Street side yard	20	20	20	20	20	10
7. Minimum rear yard setback, in feet***	20	35	30	40	40	50
8. Maximum lot coverage	25%	30%	30%	40%	40%	50%
9. Maximum building and structure height, in feet	Two stories not to exceed 35 feet.					
10. Minimum dwelling size (sq. ft.)	1500	1500	1500	1250	1250	1000
11. Minimum distance between buildings, in feet (including main DU's and accessory structures)	20	15	15	10	10	10
12. Floor area ratio						
a. One-story home	.25	.30	.30	.40	.40	.50
b. Multi-story home	.50	.60	.60	.70	.70	.75

\* The term "DU's" means dwelling units.

\*\* The term "K" means thousands.

\*\*\* See Section 9.08.030 regarding accessory structures and room additions

**EXHIBIT A**

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**Table 9.03.040-7**

**Residential Site Development Standards**

**Multiple-Family Standards**

<b>Requirement</b>	<b>R10</b>	<b>R15</b>	<b>R20</b>	<b>R30</b>
1. Maximum density (DU's*/net acre)	10	15	20	<u>30</u>
2. Minimum lot size (sq. ft. net area)	1 acre	1 acre	1 acre	<u>1 acre</u>
3. Minimum lot width, in feet	200	200	200	<u>200</u>
4. Minimum lot depth, in feet	175	175	175	<u>175</u>
5. Minimum front yard setback, in feet	20	25	30	<u>30</u>
6. Minimum side yard setback, in feet				
Interior side yard	10	10	10	<u>10 feet plus 2 feet for every 5 feet in height over 30 feet</u>
Street side yard	20	20	20	<u>20</u>
7. Minimum rear yard setback, in ft.	15	20	25	<u>10 feet plus 2 for every 5 feet in height over 30 feet</u>
8. Maximum lot coverage	40%	45%	50%	<u>50%</u>
9. Maximum building and structure height, in feet	50 feet	50 feet	50 feet	<u>50 feet</u>
10. Minimum dwelling size (sq. ft.)	See Note 5			
11. Minimum distance between buildings, in feet (including main DU's and accessory structures)	20	20	20	20
15. Floor area ratio	.75	.75	.75	1.0

\* The term "DU's" means dwelling units.

**EXHIBIT B**

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## ORDINANCE NO. 798

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING PA09-0007 (CHANGE OF ZONE) TO CHANGE THE LAND USE DISTRICT FOR APPROXIMATELY 1.62 ACRES LOCATED AT 21652 COTTONWOOD (ASSESSOR PARCEL NUMBER 263-160-027) FROM THE BUSINESS PARK (BP) LAND USE DISTRICT TO THE RESIDENTIAL 15 (R15).

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

### SECTION 1:

1.1 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.2 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.3 Page 81 of the City of Moreno Valley Official Zoning Atlas shall be modified to reflect the Zone Change (PA09-0007).

1.4 This project would be exempt from the requirements of the California Environmental Quality Act (CEQA) Guidelines as provided for in Section 15305 (Minor Alterations in Land Use Limitation).

### SECTION 2: FINDINGS

2.1 With respect to the proposed change to page 81 of the City of Moreno Valley Official Zoning Atlas, and based upon substantial evidence presented to the City Council during the public hearing on September 22, 2009, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed use is consistent with the General Plan, and its goals, objectives, policies and programs.

**FACT:** The project includes two applications, a General Plan Amendment and Zone Change to change the existing land use for Assessor's Parcel Number 263-160-027. The project site current land use designation is Business Park (BP). This project proposes to change the General Plan from Business Park (BP) to Residential/Office (R/O). The change in zoning will be from Business Park (BP) to Residential 15 (R15).

The proposed zoning supports the current use of the properties, which is a combination of single-family residential (one house) and multiple-family (two unit duplex).

The Transportation Engineering Division did not require a traffic study for the General Plan Amendment as the proposed residential designation is less intense than the current Business Park (BP) designation.

Since the proposed General Plan Amendment is less intensive than the current General Plan, the project would not conflict with the goals, objectives, policies or programs of the General Plan.

2. Conformance with Specific Plan Policies – The proposed use is consistent with any applicable Specific Plan.

**FACT:** The project site is not within a specific plan area.

3. Health, Safety and Welfare – The proposed use will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

**FACT:** The proposed General Plan Amendment will not adversely affect the public health, safety or general welfare. This item would be exempt from the requirements of the California Environmental Quality Act (CEQA) Guidelines as provided for in Section 15305 (Minor Alterations in Land Use Limitation).

4. Conformance with Title 9 – The proposed amendment to change the zoning atlas is consistent with the purposes and intent of Title 9.

**FACT:** The applicant has met the City's Municipal Code and other regulations to change the zone. As proposed, the zone change from Business Park (BP) to Residential 15 (R15) is consistent with the purposes and intent of Title 9.

### SECTION 3: ZONE CHANGE

3.1 Based on the findings contained in Section 2 of this Ordinance, the City Council hereby adopts a Zone Change to change to the zoning districts from Business Park (BP) to Residential 15 (R15) for the approximately 1.62 acres located at 21652 Cottonwood and subject to the revised zoning designations depicted in the attached Exhibit A.

### SECTION 4: EFFECT OF ENACTMENT

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

SECTION 5: NOTICE OF ADOPTION

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

SECTION 6: EFFECTIVE DATE

6.1 This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 13th day of October, 2009.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

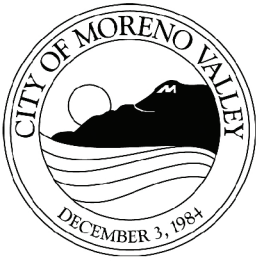
APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ORDINANCE JURAT

[Clerk's office will prepare]

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



**CHANGE OF ZONE**  
Application No. PA09-0009  
ADOPTED BY ORDINANCE NO. 798



ADOPTED: October 13, 2009

EFFECTIVE: November 13, 2009



N

**LEGEND**

R15



EXHIBIT A



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ORDINANCE NO. 799

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DESIGNATING A CITY-WIDE RECOVERY ZONE.

Whereas, the American Recovery and Reinvestment Act of 2009 (the "Act") authorizes the issuance of recovery zone economic development bonds; and

Whereas, pursuant to the Act, in order to issue recovery zone bonds the City Council must first designate a Recovery Zone area; and

Whereas, pursuant to the Act, the of designation of a Recovery Zone requires the City Council must make findings of fact that the City of Moreno Valley can be defined as a Recovery Zone because of significant poverty, unemployment, rate of foreclosures or general distress.

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

SECTION 1. RECOVERY ZONE DESIGNATION

Findings of fact for designating the City of Moreno Valley as a Recovery Zone.

- (a) Section 1401 of Title I of Division B of the American Recovery and Reinvestment Act of 2009 (the "Act") added Sections 1400-1 through 1400U-3 to the Internal Revenue Code as amended (the "Code"), authorizing state and local governments to issue Recovery Zone Bonds through December 31, 2010 which provide tax incentives to state and local governments by lowering borrowing costs as a means to promote job creation and economic recovery to targeted areas particularly affected by employment declines.
- (b) The Treasury Department established a national bond volume limitation ("volume cap") of \$10 billion for Recovery Zone Economic Development Bonds and \$15 billion for Recovery Zone Facility Bonds (collectively referred to as "Recovery Zone Bonds"), which is allocated among the states in the proportion that each State's 2008 State employment decline bears to the aggregate of the 2008 State employment declines for all of the states ("Recovery Zone Bond Allocation").
- (c) Recovery Zone Economic Development Bonds are taxable tax-credit governmental bonds that may be used to finance certain "qualified economic development purposes", defined as promoting development or other economic activity in a designated Recovery Zone, including (1) capital expenditures paid or incurred with respect to property located in the recovery zone, (2) expenditures for public infrastructure and

construction of public facilities, and (3) expenditures for job training and educational programs. Recovery Zone Facility Bonds are private activity bonds that may be used to finance certain property located within a designated Recovery Zone.

- (d) Each state that has received a Recovery Zone Bond Allocation is required, without discretion, to reallocate such allocation among the counties and large municipalities (minimum of 100,000 population) in such state in the proportion that each county's or municipality's 2008 employment decline bears to the aggregate of the 2008 employment declines for all the counties and municipalities in such state.
- (e) City of Moreno Valley has been allocated \$7,360,000 in Recovery Zone Economic Development Bonds and \$11,041,000 in Recovery Zone Facility Bonds, which must be issued on or before December 31, 2010.
- (f) Section 1400U-1(b) of the Code requires each governmental issuer of Recovery Zone Bonds to designate eligible recovery zones within its geographical jurisdiction using the following criteria: (1) significant poverty, unemployment, rate of home foreclosures, or general distress; (2) economic distress by reason of the closure of realignment of a military installation pursuant to the Defense Base Closure and Realignment Act of 1990; and (3) any area for which a designation as an empowerment zone or renewal community is in effect.
- (g) According to the California Department of Employment, the unemployment rate in the City of Moreno Valley was 17% in July 2009, significantly up from 10.8% in July 2008. Moreno Valley's unemployment rate was higher than both the Riverside County and State of California rates.
- (h) The volume of foreclosures in Moreno Valley is significant. According to Data Quick in July 2009 there were 13,295 foreclosed or bank owned properties in Moreno Valley in 2009.
- (i) The high unemployment rate and home foreclosures in the City of Moreno Valley has impacted citizens and businesses city-wide and has resulted in the general distress of the City of Moreno Valley. Accordingly, it is in the best interests of Moreno Valley that the entire geographic area of the City be designated a "Recovery Zone" for purposed of issuing Recovery Zone Bonds to promote job creation and economic recovery.

## SECTION 2. DESIGNATION OF RECOVERY ZONE

The entire geographic area of the City of Moreno Valley is hereby designated as a "Recovery Zone" for the purpose of issuing Recovery Zone Bonds.

SECTION 3. FUNDING APPROPRIATION

The appropriation or application of Recovery Zone Bond proceeds will be at the discretion of the City Council (the "Council") based on project qualifications.

SECTION 4. RECOVERY ZONE ECONOMIC DEVELOPMENT BONDS – ELIGIBLE ACTIVITIES/PROJECTS

Eligible activities/projects that qualify for issuance of Recovery Zone Economic Development Bonds include activities/projects within the Recovery Zone that promote economic development, as measured by the criteria set forth in Section 6 herein, and may include:

- (1) Capital expenditures paid or incurred with respect to property located in the Recovery Zone, including working capital expenditures to promote development or other economic activity;
- 2) Expenditures for public infrastructure and construction of public facilities; and
- 3) Expenditures for job training and educational programs.

SECTION 5. RECOVERY ZONE FACILITY BONDS – ELIGIBLE ACTIVITIES/PROJECTS

Eligible activities/projects that qualify for issuance of Recovery Zone Facility Bonds include any private activity bonds issued on behalf of qualified borrowers for projects located within the designated Recovery Zone, including qualifying capital improvements and infrastructure projects. However, qualifying projects do not include any private or commercial golf course, country club, massage parlor, hot tub facility, suntan facility, racetrack or other facility used for gambling.

SECTION 6. CRITERIA FOR ACTIVITY/PROJECT INVESTMENT

Eligible projects/activities for funding from Recovery Zone Bond proceeds shall be selected by the City Council in its sole discretion based upon, but not limited to, the following criteria:

- (a) Type of industry;
- (b) Number of current and/or projected employees;
- (c) Average wage of employees;
- (d) Capital investment;
- (e) Financial stability;

- (f) New product development;
- (g) Growth of sales; tax, property tax, or other City revenues;
- (h) Results of an economic impact study;
- (i) Commitment to local procurement and local hiring;
- (j) National/state recognition;
- (k) Regional impact; or
- (l) Any such other activity or factor proposed by the applicant that can be demonstrated in a satisfactory fashion to the City Council to promote economic development within the City.

**SECTION 7. COMPLIANCE**

All activities/projects financed through the issuance of Recovery Zone Bonds shall comply with all applicable existing Federal, State, and Local laws, rules and regulations.

**SECTION 8. EFFECT OF ENACTMENT:**

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

**SECTION 9. NOTICE OF ADOPTION:**

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

**SECTION 10. SUNSET DATE/EFFECTIVE DATE:**

This ordinance shall automatically sunset on December 31, 2010, unless otherwise reaffirmed or otherwise amended by the City Council prior to that date.

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Mayor



ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

ORDINANCE JURAT

[Clerk's office will prepare]

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

ORDINANCE NO. 800

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 12.20.020 OF CHAPTER 12.20 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO A PRIMA FACIE SPEED LIMIT FOR CERTAIN STREETS

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

SECTION 1. AMENDMENT TO THE MUNICIPAL CODE:

Section 12.20.020 of the City of Moreno Valley Municipal Code is hereby amended by declaring the prima facie speed limit (in miles per hour) for the following streets to provide as follows:

Name of Street	Segment Affected	Declared Prima Facie Speed Limit (MILES PER HOUR)
Brodiaea Avenue	Frederick Street to Heacock Street	35
Cactus Avenue	Old 215 Highway to Frederick Street	50
Cactus Avenue	Frederick Street to Heacock Street	50
Cactus Avenue	Heacock Street to Perris Boulevard	45
Cactus Avenue	Perris Boulevard to Lasselle Street	40
Cactus Avenue	Lasselle Street to Nason Street	50
Climbing Rose Drive	Barclay Drive to Pigeon Pass Road	25
Davis Street	Ironwood Avenue to Manzanita Avenue	30
Day Street	Alessandro Boulevard to Cottonwood Avenue	25
Delphinium Avenue	Heacock Street to Rio Bravo Road	30
Delphinium Avenue	Kitching Street to Lasselle Street	25
Dracaea Avenue	Gershwin Way to Redlands Boulevard	35
Frederick Street	Cactus Avenue to Eucalyptus Avenue	40
Frederick Street	Eucalyptus Avenue to Sunnymead Boulevard	40

Hemlock Avenue	Indian Street to Kitching Street	30
Indian Street	Ironwood Avenue to Manzanita Avenue	40
Kalmia Avenue	Perris Boulevard to Slawson Avenue	25
Nandina Avenue	Heacock Street to Perris Boulevard	45
Nason Street	Cactus Avenue to Alessandro Boulevard	45
Pigeon Pass Road	Ironwood Avenue to Old Lake Drive	50
Pigeon Pass Road	Old Lake Drive to North City Limits	50
Towngate Boulevard	Eucalyptus Avenue to Frederick Street	40

**SECTION 2. BASIS OF DETERMINATION:**

There is on file with the City Traffic Engineer a traffic investigative report indicating that the speed limits set forth above are reasonable and safe and most appropriate to facilitate the orderly movement of traffic.

**SECTION 3. IMPLEMENTATION:**

The City Traffic Engineer shall post appropriate signs giving notice of the prima facie speed limit changed as determined by this Ordinance.

**SECTION 4. EFFECT OF ENACTMENT:**

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

**SECTION 5. NOTICE OF ADOPTION:**

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

SECTION 6. EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

APPROVED AND ADOPTED this 13<sup>th</sup> day of October 2009.

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Mayor

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney



ORDINANCE JURAT

[Clerk's office will prepare]

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