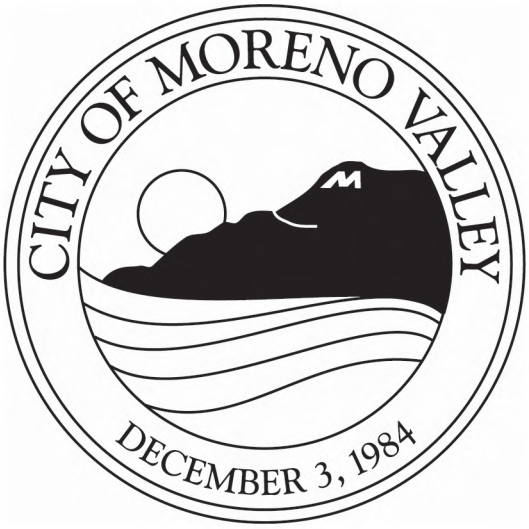

AGENDA

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

September 8, 2009

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

City Council Closed Session
First Tuesday of each month – 6:00 p.m.
City Council Study Sessions
Third Tuesday of each month – 6:00 p.m.
City Council Meetings
Second and Fourth Tuesdays – 6:30 p.m.

City Hall Council Chamber - 14177 Frederick Street

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

Richard A. Stewart, Mayor

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

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

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Presentation of Certificates by Moreno Valley Friends of the Library to Super Readers of the 2009 Summer Reading Program

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
SEPTEMBER 8, 2009

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

INVOCATION - Pastor Paul M. Cunningham, Calvary Baptist Church

ROLL CALL

INTRODUCTIONS

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

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

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for

separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF AUGUST 25, 2009 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.3 AUTHORIZATION TO ESTABLISH A PURCHASE AGREEMENT WITH DATA TICKET INCORPORATED FOR FY 2009/2010 (Report of: Community Development Department)

Recommendation:

1. Award the annual purchase agreement to Data Ticket Incorporated in the amount not to exceed $190,500 and authorize the Mayor to execute the agreement; and

2. Authorize the Code and Neighborhood Services Division Manager to issue a purchase order to Data Ticket Incorporated in the amount of $190,500 to cover the estimated costs for ticket processing, administrative citation processing and ticket printing costs for FY 2009/2010.

A.4 THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH VAS ASSOCIATES, INC. (Report of: Public Works Department)

Recommendation:

1. Approve the "Third Amendment to Agreement for Professional Consultant Services" with VAS Associates, Inc. (VAS), 571 Ruth Circle, Corona, CA 92879 to provide Professional Consultant Services;

2. Authorize the City Manager to execute said "Third Amendment to Agreement for Professional Consultant Services" with VAS; and

3. Authorize an increase in the purchase order to VAS in the amount of $250,000 when "Third Amendment to Agreement for Professional Consultant Services" has been signed by all parties.

A.5 FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR INDIAN DETENTION BASIN, DRAINAGE IMPROVEMENTS, AND IRONWOOD STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE - PROJECT NO. 09-89791726 (Report of: Public Works Department)

Recommendation:

1. Approve the "Fourth Amendment to Agreement for Professional Consultant Services" with Lim and Nascimento Engineering Corporation, 618 North Diamond Bar Boulevard, Diamond Bar, California 91765;

2. Authorize the City Manager to execute said "Fourth Amendment to Agreement for Professional Consultant Services" with Lim and Nascimento Engineering Corporation;

3. Authorize a Change Order to increase the Purchase Order with Lim and Nascimento Engineering Corporation for $61,560.40 ($55,964.00 proposal amount plus 10% contingency amount of $5,596.40) for additional design, right-of-way and environmental services when the Fourth Amendment to Agreement for Professional Consultant Services has been signed by all parties (Account No. 897.91726); and

4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendment(s) to the agreement with Lim and Nascimento Engineering Corporation, up to but not exceeding, the 10% contingency amount of $5,596.40, subject to the approval of the City Attorney.

A.6 FIRST AMENDMENT TO THE AFFORDABLE HOUSING AGREEMENT BETWEEN MV RANCHO DORADO II LIMITED PARTNERSHIP AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY FOR THE RANCHO DORADO APARTMENTS (THIS ITEM IS ALSO LISTED AS ITEM C3) (Report of: Economic Development Department)

Recommendation:

Approve the First Amendment to the Affordable Housing Agreement between Palm Desert Development Company and the Community Redevelopment Agency of the City of Moreno Valley for the Rancho Dorado Apartments

A.7 ORDINANCE NO. 793, APPROVING P08-060 (SPECIFIC PLAN AMENDMENT) TO REALIGN KRAMERIA AVENUE BETWEEN IRIS AVENUE AND HEACOCK STREET AND DOWNGRADE KRAMERIA

AVENUE FROM A MINOR ARTERIAL TO AN INDUSTRIAL COLLECTOR IN THE MORENO VALLEY INDUSTRIAL SPECIFIC PLAN (SP 208) AS DESCRIBED IN THE RESOLUTION, AND THE REVISED SPECIFIC PLAN MAPS ATTACHED TO THE RESOLUTION AS EXHIBITS A, B, C AND D (RECEIVED FIRST READING AND INTRODUCTION AUGUST 25, 2009 ON A 5-0 VOTE) (Report of: Community Development Department)

Recommendation:

ADOPT Ordinance No. 793 approving a Specific Plan Amendment (P08-060) for the realignment of Krameria Street and amending the Circulation Element in the Moreno Valley Industrial Specific Plan (SP 208) based on the findings in the Ordinance.

Ordinance No. 793

An Ordinance of the City Council of the City of Moreno Valley, California, Approving P08-060 (Specific Plan Amendment) to realign Krameria Avenue between Iris Avenue and Heacock Street and downgrade Krameria Avenue from a Minor Arterial to a Industrial Collector in the Moreno Valley Industrial Specific Plan (SP 208) as described in the Resolution, and the revised Specific Plan Maps attached to the Resolution as Exhibits A, B, C and D

A.8 ORDINANCE NO. 794, AMENDING SECTION 12.36.010 OF CHAPTER 12.36 OF TITLE 12 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, REVISING THE DESIGNATION OF TRUCK ROUTES (RECEIVED FIRST READING AND INTRODUCTION AUGUST 25, 2009 ON A 5-0 VOTE) (Report of: Public Works Department)

Recommendation:

Adopt Ordinance No. 794, amending Section 12.36.010 of Chapter 12.36 of Title 12 of the Municipal Code to remove Ironwood Avenue from Moreno Beach Drive to Theodore Street, as well as, Moreno Beach Drive from Ironwood Avenue to the SR-60 westbound on/off ramp as designated "Truck Routes." (Roll call required)

Ordinance No. 794

Ordinance No. 794, of the City Council of the City of Moreno Valley, California, Amending Section 12.36.010 of Chapter 12.36 of Title 12 of the City of Moreno Valley Municipal Code, Revising the Designation of Truck Routes

A.9 AGREEMENT FOR CONVEYANCE OF PROPERTY FOR THE PARTIAL ACQUISITION OF APN'S 488-090-031 AND 488-090-051 FOR THE SR-60/NASON STREET INTERCHANGE IMPROVEMENTS PROJECT - PROJECT NO. 98-25897 (Report of: Public Works Department)

Recommendation:

1. Approve and execute the "Agreement for Conveyance of Property" for the partial acquisition of APN's 488-090-031 and 488-090-051 and authorize the City Manager to execute said Agreement;

2. Authorize a purchase order in the total amount of $374,600 ($359,600 for the purchase price and $15,000 for escrow fees) when the Agreement has been signed by all parties (Account No. 125.89720); and

3. Authorize the Financial & Administrative Services Director to wire transfer funds into escrow in the amount of $374,600 ($359,600 for the purchase price and $15,000 for escrow fees) for the partial acquisition of APN's 488-090-031 and 488-090-051.

A.10 AGREEMENT FOR CONVEYANCE OF PROPERTY FOR THE ACQUISITION OF A PORTION OF APN 488-100-002 FOR THE SR-60/MORENO BEACH DRIVE INTERCHANGE IMPROVEMENT PROJECT - PROJECT NO. 07-41570024 (Report of: Public Works Department)

Recommendation:

1. Approve and execute the "Agreement for Conveyance of Property" for the acquisition of a portion of APN 488-100-002 and authorize the City Manager to execute said Agreement;

2. Authorize a Purchase Order in the amount of $874,550 ($849,550 for the purchase price plus $25,000 for escrow fees) when the Agreement has been signed by all parties (Account No. 415.70024); and

3. Authorize the Financial & Administrative Services Director to wire transfer funds into escrow in the amount of $874,550 ($849,550 for the purchase price plus $25,000 for escrow fees) for a portion of APN 488-100-002.

A.11 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 August 19 – September 1.

A.12 PM 33152-1 – EXECUTE A GRANT DEED TO ANDLAND PROPERTIES, LLC FOR THAT PORTION OF PARCELS 1, 2 AND THE REMAINDER PARCEL OF PARCEL MAP NO. 33152-1 ASSOCIATED WITH THE OLD

215 FRONTAGE ROAD RIGHT-OF-WAY REDUCTION, AT THE SOUTHEAST CORNER OF OLD 215 FRONTAGE ROAD AND ALESSANDRO BOULEVARD - DEVELOPER: ANDLAND PROPERTIES, LLC, TORRANCE, CA 90505 (MATERIAL NOT AVAILABLE AT TIME OF PRINTING - TO BE PROVIDED UNDER SEPARATE COVER) (THIS ITEM IS ALSO LISTED AS ITEM B3) (Report of: Public Works Department)

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 AUGUST 25, 2009 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

B.3 PM 33152-1 – EXECUTE A GRANT DEED TO ANDLAND PROPERTIES, LLC FOR THAT PORTION OF PARCELS 1, 2 AND THE REMAINDER PARCEL OF PARCEL MAP NO. 33152-1 ASSOCIATED WITH THE OLD 215 FRONTAGE ROAD RIGHT-OF-WAY REDUCTION, AT THE SOUTHEAST CORNER OF OLD 215 FRONTAGE ROAD AND ALESSANDRO BOULEVARD - DEVELOPER: ANDLAND PROPERTIES, LLC, TORRANCE, CA 90505 (MATERIAL NOT AVAILABLE AT TIME OF PRINTING - TO BE PROVIDED UNDER SEPARATE COVER) (THIS ITEM IS ALSO LISTED AS ITEM A12) (Report of: Public Works Department)

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 AUGUST 25, 2009 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

C.3 FIRST AMENDMENT TO THE AFFORDABLE HOUSING AGREEMENT BETWEEN MV RANCHO DORADO II LIMITED PARTNERSHIP AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY FOR THE RANCHO DORADO APARTMENTS (THIS ITEM IS ALSO LISTED AS ITEM A6) (Report of: Economic Development

Department)

Recommendation:
Approve the First Amendment to the Affordable Housing Agreement between Palm Desert Development Company and the Community Redevelopment Agency of the City of Moreno Valley for Rancho Dorado Apartments

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 AUGUST 25, 2009 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

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

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

Recommendation: That the City Council:

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

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

Resolution No. 2009-84

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

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

Ordinance No. 795

An Ordinance of the City Council of the City of Moreno Valley, California, Approving application PA05-0069 for an Amendment to the official Zoning Atlas from Residential 1 to Residential 2 for the approximately 9.5 net acres of Assessor's Parcel Number 474-250-003 in order to develop a 14 lot single family subdivision

4. APPROVE Resolution No. 2009-85 thereby APPROVING Tentative Tract Map No. 32388 (PA05-0071) to subdivide the 9.5 acres of Assessor's Parcel Number 474-250-003 located south of Mountain Ranch Road at Northshore Drive into 14 single family residential lots.

Resolution No. 2009-85

A Resolution of the City Council of the City of Moreno Valley, California, Approving Tentative Tract Map No. 32388 (PA05-0071) to develop a 14 lot single family residential subdivision on 9.5 net acres located on the south side of Mountain Ranch Road at Northshore Drive, within Assessor's Parcel Number 474-250-003

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

G. REPORTS

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

a) Report by Mayor Pro Tem Bonnie Flickinger on Southern California Association of Governments (SCAG)
b) Report by Council Member Robin N. Hastings on Western Riverside Council of Governments (WRCOG)

G.2 CITY MANAGER'S REPORT (Informational Oral Presentation - not for Council action)

H. LEGISLATIVE ACTIONS

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

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

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

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

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

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

CLOSED SESSION

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

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

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

The Closed Session will be held pursuant to Government Code:

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

Number of Cases: 3

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

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
August 25, 2009

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Officer of the Quarter Presentation to Officer William Davis and K-9, Max

2. Employee of the Quarter - Dori Lienhard

3. Recognition of Parks & Community Service Volunteer Groups
   Soka Gakkai International
   Calvary Chapel Christian School National Honor Society
   Oasis Community Church
   Lowe's of Moreno Valley

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
August 25, 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 6:30 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE - The Pledge of Allegiance was led by Council Member Batey

INVOCATION- Bishop KD Mercer, Sr., Bethesda Int'l Ministries

ROLL CALL

Council:

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

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Steve Elam	Financial & Administrative Services Director
Robert Hansen	Interim City Attorney
Robert Gutierrez	City Manager
Betsy Adams	Assistant City Manager
Rick Hartmann	Deputy City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Chris Vogt	Public Works Director/City Engineer
Kyle Kollar	Community Development Director
Barry Foster	Economic Development Director

Chris Paxton	Human Resources Director
Becky Guillan	Library Services Division Manager
Mike McCarty	Parks & Community Services Director

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

Mayor Stewart opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (Items A5 and A10) and Deanna Reeder (Items A10 and A22).

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

A.2 TELECOMMUNICATIONS LICENSE AGREEMENT WITH T-MOBILE WEST CORPORATION, A DELAWARE CORPORATION (Report of: Parks and Community Services)

Recommendation:
Authorize the Mayor to execute a Telecommunications License Agreement with T-Mobile West Corporation, a Delaware corporation for approximately 644 square feet of ground space on the property known as John F. Kennedy Veterans Memorial Park.

A.3 PARCEL MAP 35386 – APPROVE FINAL MAP - OVERLOOK CIRCLE, EAST SIDE OF KITCHING STREET AND NORTH OF IRONWOOD AVENUE - DEVELOPER: STEVEN AND DEBRA COLEMAN, MORENO VALLEY, CA 92557 (Continued from May 12, 2009) (Report of: Public Works Department)

Recommendation:
1. Approve Parcel Map 35386; and

2. Authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.

A.4 AWARD OF ANNUAL FUEL PURCHASE AGREEMENT (Report of: Financial & Administrative Services)

Recommendation:

1. Award the annual fuel purchase agreement to The SoCo Group, Inc. in an amount not-to-exceed $300,000 and authorize the Mayor to execute the Agreement; and

2. Authorize the Purchasing & Facilities Division Manager to issue a purchase order to The SoCo Group in the amount of $300,000 to cover estimated fuel purchases during Fiscal Year 2009-10.

A.5 APPROVAL OF CHECK REGISTER FOR JUNE, 2009 (Report of: Financial & Administrative Services)

Recommendation:

Adopt Resolution No. 2009-76, approving the Check Register for the month of June, 2009 in the amount of $36,797,608.02.

Resolution No. 2009-76

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

A.6 MINUTES - REGULAR MEETING OF JULY 14, 2009 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

A.7 PA05-0169 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF CACTUS AVENUE AND MORENO BEACH DRIVE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: MORENO MARKETPLACE, LLC, ONTARIO, CA 91761 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2009-77 authorizing the acceptance of the public improvements for PA05-0169 as complete and accepting the portion of Cactus Avenue and Moreno Beach Drive associated with the project into the City's maintained street system; and

Resolution No. 2009-77

A Resolution of the City Council of the City Of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within PA05-0169 and Accepting the Portion of Cactus Avenue and Moreno Beach Drive 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 TRANSFER OF REAL PROPERTY LOCATED AT THE SOUTHEAST CORNER OF PERRIS BOULEVARD AND FILAREE AVENUE (APN 486-084-001) FROM THE CITY OF MORENO VALLEY TO THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AND DEDICATION OF RIGHT OF WAY FROM THE MORENO VALLEY COMMUNITY SERVICES DISTRICT TO THE CITY OF MORENO VALLEY (Report of: Public Works Department) **(This item is also listed as Item B2)**

Recommendation:

1. Approve the transfer of real property known as Assessor's Parcel Number (APN) 486-084-001 from the City of Moreno Valley, a Municipal Corporation to the Moreno Valley Community Services District (CSD); and

2. Authorize the City Manager to execute quitclaim deed and all related documents as may be necessary to convey title to said property.

A.9 APPROVE AGREEMENT FOR EXCHANGE OF REAL PROPERTY WITH RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT (RCFC&WCD) FOR PIGEON PASS ROAD STREET IMPROVEMENTS FROM IRONWOOD AVENUE TO NORTH CITY LIMITS - PROJECT NO. 06-41570324 (Report of: Public Works Department)

Recommendation:

1. Approve the "Agreement for Exchange of Real Property" with Riverside County Flood Control and Water Conservation District (RCFC&WCD) for the Pigeon Pass Road Street Improvements (Ironwood Avenue to North City Limits); and

2. Authorize the City Manager to execute the "Agreement for Exchange of Real Property" upon concurrence by RCFC&WCD and authorize the City Manager to approve any minor changes that may be requested by RCFC&WCD subject to the approval of the City Attorney.

A.11 SECOND AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR PHASE II AND PHASE III DESIGN OF

THE STREET IMPROVEMENTS FOR HEACOCK STREET FROM HEMLOCK AVENUE TO IRONWOOD AVENUE PROJECT NO. 08-41678827 (Report of: Public Works Department)

Recommendation:

1. Approve the "Second Amendment to Agreement for Professional Consultant Services" for Phase II and Phase III design with PB Americas, Inc., 685 East Carnegie Drive, Suite 210, San Bernardino, CA 92408 to provide professional consultant services, extend the agreement from December 31, 2009 to December 31, 2010, and increase the agreement amount by the "not-to-exceed" fee of $83,420;

2. Authorize the City Manager to execute the "Second Amendment to Agreement for Professional Consultant Services" with PB Americas, Inc.;

3. Authorize an increase to the Purchase Order with PB Americas, Inc. in the amount of $91,762 ($83,420 amount plus 10% contingency) when the Second Amendment has been signed by all parties (Account No. 416.78827); and

4. Authorize the Public Works Director/City Engineer to execute any subsequent Amendments to the Agreement for Professional Consultant Services with PB Americas, Inc. up to but not to exceed the Purchase Order contingency in the amount of $8,342, subject to the approval of the City Attorney.

A.12 NOTICE OF COMPLETION AND ACCEPTANCE OF IRIS AVENUE IMPROVEMENTS FROM 650 FEET EAST OF INDIAN STREET TO 660 FEET WEST OF PERRIS BOULEVARD - PROJECT NO. 08-12272225 (Report of: Public Works Department)

Recommendation:

1. Accept the work as complete for Iris Avenue Improvements from 650 feet east of Indian Street to 660 feet west of Perris Boulevard, which was constructed by Tyner Paving Company, 2005 North San Fernando Road, Los Angeles, CA 90065;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial & Administrative Services Director to release the retention to Tyner Paving Company thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims

are filed against the project; and

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

A.13 POSITION CONTROL ROSTER FOR FISCAL YEAR 2009-10 (Report of: Financial & Administrative Services)

Recommendation:
Receive and file the Position Control Roster for Fiscal Year 2009-10.

A.14 NOTICE OF COMPLETION AND ACCEPTANCE OF SHEILA STREET SIDEWALK IMPROVEMENTS - PROJECT NO. 08-28268627 (Report of: Public Works Department)

Recommendation:
1. Accept the work as complete for Sheila Street Sidewalk Improvements, which was constructed by Contreras Construction Company, P. O. Box 1808, Indio, CA 92202;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the Office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code;

3. Authorize the Financial & Administrative Services Director to release the retention to Contreras Construction Company thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project; and

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

A.15 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR STRUCTURES AND CONDUITS IMPROVEMENTS AND ELECTRICAL CABLE INSTALLATION IMPROVEMENTS FOR THE INDIAN 12KV TO GLOBE 12KV CIRCUIT TIE, PROJECT MVU-0004 (Report of: Public Works Department)

Recommendation:
1. Award the construction contract for Structures and Conduits Improvements and Electrical Cable Installation Improvements for the Indian 12kV to Globe 12kV Circuit Tie, Project No. MVU-0004, to Richard Lopez Construction, the lowest responsible bidder;

2. Authorize the Mayor to execute a contract with Richard Lopez Construction;

3. Authorize the Financial and Administrative Services Director to issue

a Purchase Order to Richard Lopez Construction, in the amount of $222,631.37 (the base bid amount plus 10% contingency) for Structures and Conduits Improvements and Electrical Cable Installation Improvements for the Indian 12kV to Globe 12kV Circuit Tie, Project No. MVU-0004, when the contract has been signed by all parties. (Account No. 602.61830); and

4. Authorize the Director of Public Works/City Engineer to execute any subsequent change orders to the contract with Richard Lopez Construction up to, but not to exceed the Purchase Order Contingency authorized for the base bid amount of $202,392.15.

A.16 APPROVE TRANSFERRED AND NEW MUNICIPAL DEPARTING LOAD NONBYPASSABLE CHARGES AND COST RESPONSIBILITY SURCHARGE AGREEMENT BETWEEN SOUTHERN CALIFORNIA EDISON COMPANY AND THE CITY OF MORENO VALLEY (Report of: Public Works Department)

Recommendation:

1. Approve the Transferred and New Municipal Departing Load Nonbypassable Charges and Cost Responsibility Surcharge Agreement between Southern California Edison and the City of Moreno Valley;

2. Authorize the Mayor to execute the Transferred and New Municipal Departing Load Nonbypassable Charges and Cost Responsibility Surcharge Agreement between Southern California Edison and the City of Moreno Valley; and

3. Appropriate $1,671,000 from Electric Utility restricted reserves for payment under the Transferred and New Municipal Departing Load Nonbypassable Charges and Cost Responsibility Surcharge Agreement between Southern California Edison and the City of Moreno Valley.

A.17 RECEIPT OF QUARTERLY INVESTMENT REPORT - QUARTER ENDED JUNE 30, 2009 (Report of: Financial & Administrative Services Department)

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

A.18 JOINT RESOLUTION WITH THE SCHOOL DISTRICTS AND RIVERSIDE COMMUNITY COLLEGE DISTRICT (Report of: City Manager's Office)

Recommendation:

Adopt Resolution No. 2009-78, a joint resolution with the School Districts and Riverside Community College District supporting a commitment to better address the needs of our community's youth.

Resolution No. 2009-78

A Joint Resolution of the City Council of the City of Moreno Valley, the Riverside Community College District Board of Trustees, the Board of Education of the Moreno Valley Unified School District and the Board of Education of the Val Verde Unified School District Supporting a Commitment to Better Address the Needs of Our Community's Youth

A.19 AUTHORIZATION TO ENTER INTO AN EASEMENT AGREEMENT WITH ROSS DRESS FOR LESS, INC., AND A MAINTENANCE AGREEMENT WITH INDUSTRIAL DEVELOPMENTS INTERNATIONAL (IDI) FOR THE INSTALLATION AND MAINTENANCE OF A CITY ENTRY MONUMENT SIGN ON PRIVATE PROPERTY LOCATED AT 17800 PERRIS BOULEVARD (Report of: Economic Development Department)

Recommendation:

1. Authorize the City Manager to execute an Easement Agreement with Ross Dress For Less, Inc., accepting ownership and liability for a City entry monument sign to be installed on private property located at 17800 Perris Boulevard; and

2. Authorize the City Manager to execute a Maintenance Agreement with Industrial Developments International (IDI) accepting maintenance responsibility for a City entry monument sign to be installed on private property located at 17800 Perris Boulevard and accepting a one-time gift of $5,000 from Industrial Developments International (IDI) to be deposited into a Trust account to offset future maintenance costs.

A.20 RESOLUTION RELATED TO CALPERS EMPLOYER PAID MEMBER CONTRIBUTIONS (EPMC) (Report of: Human Resources Department)

Recommendation:

Adopt Resolution No. 2009-79 which eliminates the CalPERS Employer Paid Member Contribution (EPMC) benefit for City employees hired after August 31, 2009.

Resolution No. 2009-79

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing Employer Paid Member Contributions

A.21 UPDATE ON ORDINANCE NO. 741 AS AMENDED AND ORDINANCE NO. CSD 52 AS AMENDED RELATING TO THE PROHIBITION OF SMOKING IN PARKS AND RECREATION FACILITIES (Report of: Parks and Community Services) **(This item is also listed as Item B5)**

Recommendation:
Receive and file.

A.22 APPOINTMENT OF INTERIM CITY ATTORNEY ROBERT L. HANSEN AS THE CITY'S VOTING DELEGATE TO THE LEAGUE OF CALIFORNIA CITIES ANNUAL CONFERENCE BUSINESS MEETING TO BE HELD FRIDAY, SEPTEMBER 18, 2009 (Report of: City Clerk's Department)

Recommendation:
Appoint Interim City Attorney Robert L. Hansen as the City's Voting Delegate to the League of California Cities 2009 Annual Conference Business Meeting.

A.23 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 July 8 – August 18, 2009.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY
Recommendation: Waive reading of all Ordinances.

B.2 TRANSFER OF REAL PROPERTY LOCATED AT THE SOUTHEAST CORNER OF PERRIS BOULEVARD AND FILAREE AVENUE (APN 486-084-001) FROM THE CITY OF MORENO VALLEY TO THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AND DEDICATION OF RIGHT OF WAY FROM THE MORENO VALLEY COMMUNITY SERVICES DISTRICT TO THE CITY OF MORENO VALLEY (Report of: Public Works Department) **(This item is also listed as Item A8)**

Recommendation:
1. Accept the transfer of real property known as Assessor's Parcel Number (APN) 486-084-001 from the City of Moreno Valley, a Municipal Corporation to the Moreno Valley Community Services District;

2. Authorize the President of the Board of Directors of the Community Services District to execute the Certificate of Acceptance (COA) and direct the City Clerk to record the COA with the County Recorder of Riverside County when fully executed;

3. Approve the Offer of Dedication of a portion of APN 486-084-001 as a perpetual easement and right-of-way for public street and highway, public utilities, and public service facilities purposes; and

4. Authorize the President of the Board of Directors of the Community Services District to execute Easement Deed to the City of Moreno Valley, a Municipal Corporation and all related documents as may be necessary to complete said offer of dedication.

B.3 MINUTES - REGULAR MEETING OF JULY 14, 2009 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

B.4 RECOMMENDATION TO ENTER INTO AGREEMENT WITH CARNEY EDUCATIONAL SERVICES, LLC (Report of: Parks and Community Services)

Recommendation:

Authorize the City Manager to enter into an agreement with Carney Educational Services, LLC, to purchase customized snacks to be delivered to all 41 after school sites covering the 2009/2010 program year for the After School Education and Safety Program Grant (ASES), and direct the Budget Officer to issue a purchase order in the amount of $394,902.

B.5 UPDATE ON ORDINANCE NO. 741 AS AMENDED AND ORDINANCE NO. CSD 52 AS AMENDED RELATING TO THE PROHIBITION OF SMOKING IN PARKS AND RECREATION FACILITIES (Report of: Parks and Community Services) **(This item is also listed as Item A21)**

Recommendation:
Receive and file.

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 JULY 14, 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 JULY 14, 2009 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

Motion to Approve Joint Consent Calendar Items A1-D2 except Item A10, which was pulled for separate discussion/action. Motion by m/William H. Batey II, s/Bonnie Flickinger
Approved by a vote of 5-0.

E. PUBLIC HEARINGS

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

Recommendation: That the City Council:

1. After conducting the Public Hearing and accepting public testimony:
   a. Direct the City Clerk to tabulate the National Pollutant Discharge Elimination System ("NPDES") ballots for identified properties within Tentative Parcel Map ("TPM") 35629;
   b. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet and Assessor Parcel Number ("APN") listing;
   c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
   d. If approved, authorize and impose the NPDES maximum commercial/industrial regulatory rate to the identified properties within TPM 35629.

2. Acting in their capacities as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the Public Hearing and accepting public testimony:

a. Direct the Secretary of the CSD Board (City Clerk) to tabulate the CSD Zone M ballots for identified properties within TPM 35629;
b. Verify and accept the result of the mail ballot proceeding as identified on the Official Tally Sheet and APN listing;
c. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
d. If approved, authorize and impose the annual CSD Zone M (Commercial, Industrial, and Multifamily Improved Median Maintenance) charge to the identified properties within TPM 35629.

Motion to continue the item to the November 10, 2009 City Council Meeting by m/Bonnie Flickinger, s/William H. Batey II
Approved by a vote of 5-0.

E.2 A PUBLIC HEARING FOR AN INDUSTRIAL COMPLEX (PA07-0152, PA07-0153, PA07-0154, PA07-0155 AND PA07-0156) WITH FOUR BUILDINGS (1,484,407 TOTAL SQ FT) ON 66.9 NET ACRES. THE TENTATIVE PARCEL MAP 35879 (PA07-0151) WILL CREATE FOUR PARCELS. THE GENERAL PLAN (PA08-0057) AND SPECIFIC PLAN (P08-060) AMENDMENTS ARE REQUIRED FOR THE REALIGNMENT OF KRAMERIA STREET AND WILL AMEND THE CIRCULATION ELEMENT OF THE GENERAL PLAN AND IN THE MORENO VALLEY INDUSTRIAL SPECIFIC PLAN (SP 208) (CONTINUED FROM MAY 26, 2009 AND JUNE 23, 2009) (Report of: Community Development Department)

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

Recommendation: That the City Council:

1. ADOPT a Mitigated Negative Declaration for PA07-0151 (Tentative Parcel Map 35879), PA07-0152 (Master Plot Plan), PA07-0153 (Plot Plan), PA07-0154 (Plot Plan), PA07-0155 (Plot Plan), PA07-0156 (Plot Plan), PA08-0057 (General Plan Amendment) and P08-060 (Specific Plan Amendment). The projects, individually and cumulatively, will not result in a significant effect on the environment;

2. APPROVE Resolution No. 2009-44 approving PA08-0057, for the realignment of Krameria Street and amending the Circulation Element of the General Plan based on the findings in the Resolution and maps attached to the Resolution as Exhibits A, B, C, D and E;

Resolution No. 2009-44

A Resolution of the City Council of the City of Moreno Valley, California, approving an Amendment to the General Plan Circulation

Element (PA08-0057) to realign Krameria Avenue between Iris Avenue and Heacock Street and downgrade Krameria Avenue from a Minor Arterial to an Industrial Collector, as described in the Resolution, and the revised General Plan Maps attached to the Resolution as Exhibits A, B, C, D AND E

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

3. INTRODUCE Ordinance No. 793 approving a Specific Plan Amendment (P08-060) for the Realignment of Krameria Street and Amending the Circulation Element in the Moreno Valley Industrial Specific Plan (SP 208) based on the findings in the Ordinance; and

Ordinance No. 793

An Ordinance of the City Council of the City of Moreno Valley, California, Approving P08-060 (Specific Plan Amendment) to Realign Krameria Avenue Between Iris Avenue and Heacock Street and Downgrade Krameria Avenue from a Minor Arterial to an Industrial Collector in the Moreno Valley Industrial Specific Plan (Sp 208) as Described in the Resolution, and the Revised Specific Plan Maps Attached to the Resolution as Exhibits A, B, C and D

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

4. APPROVE Resolution No. 2009-45 approving PA07-0151(Tentative Parcel Map 35879), PA07-0152 (Master Plot Plan), PA07-0153 (Plot Plan), PA07-0154 (Plot Plan), PA07-0155 (Plot Plan), and PA07-0156 (Plot Plan), based on the findings in the Resolution, and the conditions of approval as attached to the resolution as Exhibit A.

Resolution No. 2009-45

A Resolution of the City Council of the City of Moreno Valley, California, Approving Plot Plan Applications PA07-0152, PA07-0153, PA07-0154, PA07-0155 and PA07-0156 and Tentative Parcel Map 35879 (PA07-0151). The Project is Located at the Southeast Corner of Iris Avenue and Heacock Street

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

E.3 HEARING ON PROPOSED RESOLUTIONS OF NECESSITY, TO MAKE FINDINGS AND DETERMINATIONS AND TO AUTHORIZE EMINENT

DOMAIN PROCEEDINGS TO ACQUIRE NECESSARY RIGHT-OF-WAY FOR THE SR-60/NASON STREET INTERCHANGE IMPROVEMENT PROJECT - PROJECT NO. 98-25897 (Report of: Public Works Department)

Recommendation: That the City Council:

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

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

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

Motion to Approve by m/Bonnie Flickinger, s/Robin N. Hastings Approved by a vote of 5-0.

3. Find the adoption of the proposed Resolutions of Necessity and acquisition of the fee and easement interests necessary for the Project are exempt from CEQA in that under §15061 (b) (3) of the CEQA Guidelines, this activity is covered by the general rule that CEQA applies only to projects which have the potential for causing a significant impact on the environment and it can be seen with certainty that there is no possibility this activity would have a significant effect on the environment and is excluded from NEPA in that this activity cannot individually or cumulatively have a significant effect on the human environment and no environmental assessment is required. Further, it has been determined that the proposed activity is within the scope of and is consistent with the approved Categorical Exclusion/Categorical Exemption (CE/CE) prepared for the SR-60/Nason Street Interchange Improvement Project, respectively by the FHWA and Caltrans, that there have been no changes to the approved project since the approval of the CE/CE, and no changes to the circumstances under which the project is to be undertaken which would alter the determination the project is exempt;

Motion to Approve by m/Bonnie Flickinger, s/Robin N. Hastings Approved by a vote of 5-0.

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

Motion to Approve by m/Bonnie Flickinger, s/Robin N. Hastings Approved by a vote of 5-0.

5. Find and determine that each of the statements, findings and facts in each of the proposed Resolutions of Necessity is true and correct;

Motion to Approve by m/Bonnie Flickinger, s/Robin N. Hastings Approved by a vote of 5-0.

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

Resolution No. 2009-80

A Resolution of the City Council of the City of Moreno Valley, California, Finding and Determining that the Public Interest and Necessity Require the Acquisition of Property for Public Street and Highway Purposes including Related Improvements and Facilities; that the Acquisition and Taking of the Fee and the Easements in the Herein-Described Property is Necessary for the State Route 60/Nason Street Interchange Improvement Project; that the Project is Planned in a Manner that is Most Compatible with the Greatest Public Good and the Least Private Injury; Authorizing Proceedings to be Commenced in Eminent Domain; and Authorizing the Deposit of Necessary Funds and the Payment of Necessary Expenses and Fees for Acquisition of Said Property; and Authorizing Counsel to Obtain an Order for Prejudgment Possession of the Subject Property [APN: 487-250-004]

Motion to Approve by m/Bonnie Flickinger, s/Robin N. Hastings Approved by a vote of 5-0.

7. If the City has not approved the "Agreements for Conveyance of Property" for the properties necessary for the project, adopt the following Resolution by a vote of two-thirds of all members of the City Council;

Resolution No. 2009-81

A Resolution of the City Council of the City of Moreno Valley, California, Finding and Determining that the Public Interest and Necessity Require the Acquisition of Property for Public Street and Highway Purposes Including Related Improvements and Facilities; that the Acquisition and Taking of the Fee and the Easements in the Herein-Described Property is Necessary for the State Route 60/Nason Street Interchange Improvement Project; that the Project is Planned in a Manner that is Most Compatible with the Greatest Public

Good and the Least Private Injury; Authorizing Proceedings to be Commenced in Eminent Domain; and Authorizing the Deposit of Necessary Funds and the Payment of Necessary Expenses and Fees for Acquisition of Said Property; and Authorizing Counsel to Obtain an Order for Prejudgment Possession of the Subject Property [APN: 488-090-031 And 488-090-051]

No action taken; not adopted.

8. If the City has not approved the "Agreements for Conveyance of Property" for the properties necessary for the project, adopt the following Resolution by a vote of two-thirds of all members of the City Council;

Resolution No. 2009-82

A Resolution of the City Council of the City of Moreno Valley, California, Finding and Determining that the Public Interest and Necessity Require the Acquisition of Property for Public Street and Highway Purposes Including Related Improvements and Facilities; that the Acquisition and Taking of the Fee and the Easements in the Herein-Described Property is Necessary for the State Route 60/Nason Street Interchange Improvement Project; that the Project is Planned in a Manner that is Most Compatible with the Greatest Public Good and the Least Private Injury; Authorizing Proceedings to be Commenced in Eminent Domain; and Authorizing the Deposit of Necessary Funds and the Payment of Necessary Expenses and Fees for Acquisition of Said Property; and Authorizing Counsel to Obtain an Order for Prejudgment Possession of the Subject Property [APN: 488-100-002]

No action taken; not adopted.

9. If the City has not approved the "Agreements for Conveyance of Property" for the properties necessary for the project, adopt the following Resolution by a vote of two-thirds of all members of the City Council; and

Resolution No. 2009-83

A Resolution of the City Council of the City of Moreno Valley, California, Finding and Determining that the Public Interest and Necessity Require the Acquisition of Property for Public Street and Highway Purposes Including Related Improvements and Facilities; that the Acquisition and Taking of the Fee and the Easements in the Herein-Described Property is Necessary for the State Route 60/Nason Street Interchange Improvement Project; that the Project is Planned in a Manner that is Most Compatible with the Greatest Public

Good and the Least Private Injury; Authorizing Proceedings to be Commenced in Eminent Domain; and Authorizing the Deposit of Necessary Funds and the Payment of Necessary Expenses and Fees for Acquisition of Said Property; and Authorizing Counsel to Obtain an Order for Prejudgment Possession of the Subject Property [APN: 488-100-050]

Motion to Approve by m/Bonnie Flickinger, s/Robin N. Hastings Approved by a vote of 5-0.

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

Motion to Approve by m/Bonnie Flickinger, s/Robin N. Hastings Approved by a vote of 5-0.

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

A.10 ADOPT A MITIGATED NEGATIVE DECLARATION FOR THE IRONWOOD AVENUE WIDENING FROM PERRIS BOULEVARD TO NASON STREET - PROJECT NO. 07-41572727 (Report of: Public Works Department)

Recommendation:
Adopt a Mitigated Negative Declaration (MND) for the Ironwood Avenue Widening from Perris Boulevard to Nason Street, Project No. 07-41572727, 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.

Motion to bring this item back following noticing (by mail and by placing a special ad in the newspaper) and a public meeting; m/Robin N. Hastings, s/Jesse L. Molina
Approved by a vote of 5-0.

G. REPORTS

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

a) Report by Mayor Richard A. Stewart on Joint Powers Authority (JPA)

Mayor Stewart reported the following:

1) Received many letters from members of Cross Word Church located at March Air Reserve Base. Explained that developer Donald Ecker and Pastor Sykes are working together on the expansion project. The JPA will not take any action on it until a resolution is reached with the developer. Any concerns should be directed to developer Donald Ecker or Pastor Sykes.

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

Council Member Hastings reported the following:
1) Gave an update on the energy program, which provides funds to residents who wants to retrofit their homes with solar or other alternative energy sources; as a member of the Energy Committee will meet with Congressman Calvert to discuss funding for the WRCOG AB 811 program and will go to Washington at the end of September to lobby for support to provide an additional funding.

c) Report by Council Member Jesse Molina on Riverside County Transportation Commission (RCTC)

Council Member Molina reported the following:
1) Discussed the expansion of San Pedro L.A. harbor. RCTC requested a new EIR report, especially addressing the impact of increased number of trains, and proposed a moderate container fee that will benefit all the stakeholders. Concerns about traffic and air pollution in the region were addressed. Asked the Council to file a petition of special interest.

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

G.2 ORDINANCE AMENDING SECTION 12.36.010 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE RELATING TO THE DESIGNATION OF TRUCK ROUTES (Report of: Public Works Department)

Recommendation: That the City Council:

Introduce Ordinance No. 794, amending Section 12.36.010 of Chapter 12.36 of Title 12 of the Municipal Code to remove Ironwood Avenue from Moreno Beach Drive to Theodore Street, as well as, Moreno Beach Drive from Ironwood Avenue to the SR-60 westbound on/off ramp as designated "Truck Routes." (Roll call required)

Ordinance No. 794

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Section 12.36.010 of Chapter 12.36 of Title 12 of the City Of Moreno Valley Municipal Code, Revising the Designation of Truck Routes

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

Motion to Approve by m/Robin N. Hastings, s/Bonnie Flickinger Approved by a vote of 5-0.

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

The City Manager reported the following:
1) The Moreno Valley New Employment Resource Center will be hosting a grand opening and ribbon cutting ceremony on August 26 at 9 a.m. The ERC is located in TownGate Center at 12625 Frederick Street. The Center was developed in partnership with the County of Riverside Economic Development Agency to assist residents with a full range of employment services.
2) The City of Moreno Valley Chamber of Commerce will host the annual State of the City luncheon on August 27 at 11 a.m. at the Conference and Recreation Center. The program will feature "meet and greet" of each of the Council members and Mayor's State of the City Address.

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

H. LEGISLATIVE ACTIONS

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

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

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Deanna Reeder
1) City's General Plan

Paul Angulo
1) Introduced himself as a candidate for Riverside County Auditor Controller

Daryl Terrell
1) Proposed Moreno Valley Works Program

Pete Bleckert
1) Improvements of Ironwood Avenue between Perris and Heacock
2) Improvements of Sunnymead Boulevard

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

Council Member Molina
1) Stated that business owners are against islands on Sunnymead Blvd.; the City needs to address this issue to retain the businesses in that area

Council Member Hastings
1) Thanked staff for accompanying her to a meeting with residents in Moreno Valley Ranch to address a speeding issue on Santa Rose and Mesa Verde. Staff was able to accommodate the residents concerned with the placement of speed humps; the project is going forward
2) Congratulated Chief Anderson and the Police Department on the successful Night Out; participation increased this year
3) Responded to a speaker's comments opposing Item G2 - stated that the widening of Ironwood Avenue was postponed until after a public meeting with residents is held, and a segment of Ironwood Avenue was removed from designated "Truck Routes"; cautioned residents to pay attention because what they are hearing may not be what is occurring
3) Thrilled with Coleman's project that was finally signed off at tonight's meeting
4) Commended staff for doing a great job, for managing very well and for being very responsive to residents even though staff was reduced by 25% and the work week was shortened

Mayor Pro Tem Flickinger
1) Attended a one year anniversary of the Moreno Valley Community Hospital as a Kaiser Foundation Hospital; after the ceremony, had an opportunity to take a tour of the hospital; Kaiser did an excellent job improving the hospital; was very impressed

2) Additional free Foreclosure Prevention Workshops have been scheduled for September 12, September 28, October 24, November 18 and December 7, one in each of the Council Districts
3) The Parks and Recreation Commission has a vacancy for a teen member; the deadline to apply is October 15, 2009
4) Emphasized the importance of participating in census count in 2010
5) RTA will again provide free bus rides on New Year's Eve from 6 p.m. until the end of the routes on that day

Council Member Batey
1) California Fair at Lake Perris grounds will be held in October - this is a great venue to advertise our City
2) Met with the Moreno Valley Tow Association and would like to address the issue of regulating and limiting the number of tow companies, as it will have a great impact on the City
3) Apologized to residents and businesses on Sunnymead Blvd. for an error on City's part and for the inconvenience caused by the improvements. Hopes that the improvements will be completed as quick as possible
4) Congratulated new Fire Chief Curley on his appointment and wished him the best

Mayor Stewart
1) Explained the role of the General Plan as a general guidance document that sets the acceptable zoning; emphasized that changing zoning does not always require general plan change
2) Stated that was not involved in the discussion and voting for the entire Sunnymead Boulevard improvement project because of conflict of interest (he was a part owner of a building on Sunnymead Boulevard); empathized with businesses' hardship because of ongoing constructions; thanked Council Member Batey and Council Member Molina for meeting with staff to make some changes/improvements
3) Attended National Night Out at mobile home park; a fantastic event
4) Received another e-mail about more teenagers being arrested for felony vandalism for graffiti; fantastic efforts
5) Reported on another event that can't be tolerated - a gunman robbed teachers at a teacher's lounge at one of the elementary schools. $25,000 reward is being offered by the School District; encouraged residents to turn the robber in
6) Heard rumors that we have inadequate or no fireworks ordinance and that the Fire Department can't issue citations for fireworks; Fire Chief responded that the Fire Department has the right to enforce illegal fireworks and the officers are issuing citations in Moreno Valley

CLOSED SESSION

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

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

None

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 9:00 p.m. by unanimous informal consent.

Submitted by:

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

Approved by:

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

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Kyle Kollar, Community Development Director

AGENDA DATE: September 8, 2009

TITLE: Authorization to establish a purchase agreement with Data Ticket Incorporated for FY 2009/2010

RECOMMENDED ACTION

Staff recommends that the City Council take the following actions:

1. Award the annual purchase agreement to Data Ticket Incorporated in the amount not to exceed $ 190,500 and authorize the Mayor to execute the agreement;

2. Authorize the Code and Neighborhood Services Division Manager to issue a purchase order to Data Ticket Incorporated in the amount of $190,500 to cover the estimated costs for ticket processing, administrative citation processing and ticket printing costs for FY 2009/2010.

BACKGROUND

The Code and Neighborhood Services Division administers the City's Parking Enforcement Program. Since 2001, the City has utilized private vendors/contractors for parking ticket processing, administrative citation processing and ticket printing. Currently, the City has a contract with Data Ticket, Inc. to provide these services and staff is requesting to establish the annual purchase agreement for services rendered in fiscal year 2009/2010 (see attached contracts in attachment A and B). Funding for the recommended agreement is provided in the Fiscal Year 2009-10 Adopted Budget.

DISCUSSION

Data Ticket, Inc. provides parking citation processing services to cities and other public agencies that require nationwide DMV access for registered owner information, delinquent collections, adjudication scheduling and services, electronic ticket writers and Franchise Tax Board collections for parking citations (see attachment C for a full range of services provided).

Data Ticket, Inc. dba Revenue Experts provides administrative citation processing services to cities and other public agencies that require collections, delinquent collections, adjudication scheduling and services, electronic ticket writers and Franchise Tax Board collections for code compliance citations (see attachment D for a full range of services provided).

The services provided by Data Ticket/Revenue Experts are budgeted annually as general fund expenditures. Annual revenues generated by the City's parking program and administrative citation program far exceed expenditures necessary to implement those programs. The following tables illustrate the amount paid by the City to the processing firm for services rendered in each of the last five years, as well as the revenues received by the City for parking citations and civil/administrative citations:

PARKING ENFORCEMENT PROGRAM

	FY 04/05	FY 05/06	FY 06/07	FY 07/08	FY 08/09
Expenditures	$ 98,500	$ 111,528	$ 122,858	$ 216,904	$ 155,198
Revenues	$ 502,005	$ 755,556	$ 977,533	$ 1,300,405	$ 1,081,160

ADMINISTRATIVE CITATION PROGRAM

	FY 04/05	FY 05/06	FY 06/07	FY 07/08	FY 08/09
Expenditures	$ 15,890	$ 15,186	$ 11,847	$ 14,493	$ 17,851
Revenues	$ 82,891	$ 157,812	$ 180,252	$ 157,812	$ 149,918

ALTERNATIVES

1. Award the annual purchase agreement to Data Ticket Incorporated in the amount not to exceed $ 190,500 and authorize the Mayor to execute the agreement.

2. Authorize the Code and Neighborhood Services Division Manager to issue a purchase order to Data Ticket Incorporated in the amount of $190,500 to cover the estimated costs for ticket processing, citation processing and ticket printing costs for FY 2009/2010.

3. Elect to not award the agreement and purchase order to Data Ticket Incorporated and provide staff with further direction.

Staff recommends Alternative Numbers 1 and 2.

FISCAL IMPACT

Approval of staff recommendations will obligate the City to a Fiscal Year 2009/2010 expenditure of approximately $190,500;

- $165,000 in the Parking Control Services Fund (account 010.45310.6257)
- $ 20,500 in the Administrative Citation Services Fund (account 010.45310.6260)
- $ 5,000 in the Printing Supplies Fund (account 010.45310.6313).

These funds have been included in the Adopted Budget for Fiscal Year 2009/2010.

CITY COUNCIL GOALS

The parking citation program, along with the Code's administrative citation program, addresses the City Council goals of "Revenue Diversification and Preservation, Community Image, Neighborhood Pride and Cleanliness."

SUMMARY

The City has utilized outside vendors for both administrative citation processing and for parking ticket processing since 2001. During this time, the City has been under contract with vendors to provide the aforementioned services under an annual purchasing agreement.

Staff recommends that the City Council award the purchase agreement to Data Ticket, Inc. in an amount not-to-exceed $190,500; authorize the Mayor to execute the agreement; and authorize the Code and Neighborhood Services Division Manager to issue a purchase order to Data Ticket Inc. in the amount of $190,500 to cover estimated costs during Fiscal Year 2000/2010.

ATTACHMENTS

ATTACHMENT A - Contract agreement with Data Ticket, Inc. for parking services

ATTACHMENT B - Contract agreement with Data Ticket, Inc. for citation services

ATTACHMENT C - Fee schedule for parking services

ATTACHMENT D - Fee schedule for administrative services

Prepared By: Al Brady
Code and Neighborhood Services Official

Department Head Approval: Kyle Kollar
Community Development Director

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

SECOND AMENDMENT TO SCOPE OF SERVICE AND PERFORMANCE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND DATA TICKET, INC. FOR PARKING CONTROL PROGRAM SERVICES

This SECOND Amendment to Agreement is made and entered into as of the date signed by the City Manager, and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and DATA TICKET, INC., a corporation, hereinafter referred to as "Contractor."

RECITALS:

Whereas, the City and Contractor entered into an Agreement entitled "SCOPE OF SERVICE AND PERFORMANCE AGREEMENT," hereinafter referred to as "Agreement," dated September 11, 2006.

Whereas the Contractor is providing professional and technical services as more specifically described in the Agreement.

SECTION 1 SECOND AMENDMENT TO ORIGINAL AGREEMENT:

1.1 "Exhibit B" to the Agreement was previously amended by replacing with "Exhibit B-1" in which the City agrees to pay an increase in postage for general mailing services as noted in original Agreement, ARTICLE V – ADDITIONAL SERVICES, 5.2 Postal Rate Increase effective June 1, 2008.

1.2 "Exhibit B-1" to the Agreement is hereby amended by replacing with "Exhibit B-2" in which the City agrees to pay an increase in postage for general mailing services as noted in original Agreement, ARTICLE V – ADDITIONAL SERVICES, 5.2 Postal Rate Increase effective May 11, 2009.

SECTION 2

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

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

City of Moreno Valley

BY: _____
Robert G. Gutierrez
City Manager

DATE: 5-28-09

Approved as to Legal Form:

BY: _____
Deputy City Attorney

DATE: 5-27-09

DATA TICKET, INC.

BY: _____
Marjorie A. Fleming

TITLE: President

DATE: 5/22/09

BY: _____
A. William Fleming

TITLE: Corporate Secretary

DATE: 22 MAY 09

RECOMMENDED FOR APPROVAL:

By: _____
Kyle Kollar
Community Development
Director

Date: May 7 2009

Attachments:

Attachment 1:	Exhibit B – 2: Revised Cost Proposal for the City of Moreno Valley (Parking)
Attachment 2:	Amendment to Agreement
Attachment 3:	Exhibit B - 1: Revised Cost Proposal for the City of Moreno Valley (Parking)
Attachment 4:	Exhibit A: Original Independent Contractor Agreement
Attachment 5:	Exhibit B: Cost Proposal for the City of Moreno Valley (Parking)

EXHIBIT B - 2
REVISED COST PROPOSAL FOR THE CITY OF MORENO VALLEY (Parking) – PAGE 1

(Effective: 5/11/2009)

Description	Proposed Fee
Fee for processing and updating (electronically and manually)	$ 0.76 per cite
Fee for collecting payments	$ 0.28 per payment
Fee for collecting each out-of-state citation	30% of collected revenue
Fee for sending each delinquent notice	$ 0.69 per notice (INCREASE from $0.67 to $0.69 due to 2-cent postage increase)

Specified services and material covered by the Fee for both in-state and out-of-state citations shall include:

Data entry of handwritten citations and entry of electronically transferred citations
Collecting and processing all payments
Processing all status changes to citation database
Two user passwords for Client Access to Web Site
Allows viewing and printing of citation management reports and citations at the City 24/7. The City will always have access to its citation database including all status updates real-time.
Additional user passwords can be issued for a small additional fee.
Credit card payments accepted via phone or paper
Credit card payments accepted real-time on-line via Ticket Wizard 5000 web site
Allows citizens 24/7 ability to access, view and pay their citations
On-Line connection to California DMV for daily registered owner information files
On-Line connection to California DMV for daily hold and release files
Interface with DMV's nationwide for registered owner information
Interface with third party vendor for nationwide registered owner information
All forms and tracking
Correspondence tracking and response
Bi-lingual 800 line voice mail information 24 hours per day, 7 days per week
Bi-lingual 800 line customer service answered by customer service representative
Daily bank deposits
Bank reconciliation
Comprehensive monthly management reports on issuance and revenue
All required insurance
Local corporate headquarters

Confidential Information

EXHIBIT B - 2
REVISED COST PROPOSAL FOR THE CITY OF MORENO VALLEY (Parking) – PAGE 2

(Effective: 5/11/09)

Additional Correspondence	$ 1.55 per letter (INCREASE from $1.53 to $1.55 due to 2-cent postage increase)
Fee for Delinquent Collection Notices – (Old Citations, those which have gone through the normal collection cycle including DMV hold, or are 3 months or older and remain uncollected)	32% of collected revenue

---

Six Additional User Passwords: Real Time Viewing & Reporting on Client Database Viewing and printing of citation management reports and citations at the City 24/7. The City will always have access to its citation database including all status updates.	$ 50.00 per mo.
NSF Checks: Processed, Payments Reversed, penalties added & letter sent	$ 5.00 per NSF
Scheduling: Review, Hearing and Court Appearances	$ 0.75 per appeal
Hearings: Hearing Appointments (Minimum four hours per visit. Visits are scheduled in accordance with City requirements, but no less than every 90 days, according to CA law).	$ 75.00 per hour

FTB Tax Lien Participation:

Matching social security number to debts	$5.00 per SS request
Collections, file adjustment &reconciliation reports	15% of collections

Cost to Purchase Hand Held Ticket Writers:

If City is interested in handheld ticket writers, Cost and description sheets are attached. Upon selection of preferred unit, a total cost proposal will be generated for City including exact costs for all hardware, software, ticket stock, envelopes and additional items.

Convenience Fee to Violator: for Company Credit Card usage (Web Site, phone & paper credit card payments)	$ 3.00 per use

Confidential Information

AMENDMENT TO SCOPE OF SERVICE AND PERFORMANCE AGREEMENT BETWEEN THE CITY OF MORENO VALLEY AND DATA TICKET, INC. FOR PARKING CONTROL PROGRAM SERVICES

This Amendment to Agreement is made and entered into as of the date signed by the City Manager, and between the CITY OF MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and DATA TICKET, INC., a corporation, hereinafter referred to as "Contractor."

RECITALS:

Whereas, the City and Contractor entered into an Agreement entitled "SCOPE OF SERVICE AND PERFORMANCE AGREEMENT," hereinafter referred to as "Agreement," dated September 11, 2006.

Whereas the Contractor is providing professional and technical services as more specifically described in the Agreement.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 "Exhibit B" to the Agreement is hereby amended by replacing with "Exhibit B-1" in which the City agrees to pay an increase in postage for general mailing services as noted in original Agreement, ARTICLE V – ADDITIONAL SERVICES, 5.2 Postal Rate Increase effective June 1, 2008.

SECTION 2

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

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

City of Moreno Valley

BY: _____
Robert G. Gutierrez
City Manager

DATE: 7-22-08

Approved as to Legal Form:

BY: _____
City Attorney

DATE: 8 July 2008

DATA TICKET, INC.

BY: _____
Marjorie A. Fleming

TITLE: President

DATE: 6/27/08

BY: _____
A. William Fleming

TITLE: Corporate Secretary

DATE: 27 June 08

Attachments:
Exhibit A: Original Independent Contractor Agreement
Exhibit B - 1: Revised Cost Proposal for the City of Moreno Valley (Parking)

EXHIBIT B - 1
REVISED COST PROPOSAL FOR THE CITY OF MORENO VALLEY (Parking) – PAGE 1

(Effective: 6/1/08)

Description	Proposed Fee
Fee for processing and updating (electronically and manually)	$ 0.76 per cite
Fee for collecting payments	$ 0.28 per payment
Fee for collecting each out-of-state citation	30% of collected revenue
Fee for sending each delinquent notice	$ 0.64 per notice (INCREASE to $0.67 due to postage increase)

Specified services and material covered by the Fee for both in-state and out-of-state citations shall include:

Data entry of handwritten citations and entry of electronically transferred citations
Collecting and processing all payments
Processing all status changes to citation database
Two user passwords for Client Access to Web Site
Allows viewing and printing of citation management reports and citations at the City 24/7. The City will always have access to its citation database including all status updates real-time.
Additional user passwords can be issued for a small additional fee.
Credit card payments accepted via phone or paper
Credit card payments accepted real-time on-line via Ticket Wizard 5000 web site
Allows citizens 24/7 ability to access, view and pay their citations
On-Line connection to California DMV for daily registered owner information files
On-Line connection to California DMV for daily hold and release files
Interface with DMV's nationwide for registered owner information
Interface with third party vendor for nationwide registered owner information
All forms and tracking
Correspondence tracking and response
Bi-lingual 800 line voice mail information 24 hours per day, 7 days per week
Bi-lingual 800 line customer service answered by customer service representative
Daily bank deposits
Bank reconciliation
Comprehensive monthly management reports on issuance and revenue
All required insurance
Local corporate headquarters

Confidential Information

EXHIBIT B - 1
REVISED COST PROPOSAL FOR THE CITY OF MORENO VALLEY (Parking) – PAGE 2

(Effective: 6/1/08)

Additional Correspondence	$ 1.50 per letter (INCREASE to $1.53 due to postage increase.
Fee for Delinquent Collection Notices – (Old Citations, those which have gone through the normal collection cycle including DMV hold, or are 3 months or older and remain uncollected)	32% of collected revenue
Six Additional User Passwords: Real Time Viewing & Reporting on Client Database Viewing and printing of citation management reports and citations at the City 24/7. The City will always have access to its citation database including all status updates.	$ 50.00 per mo.
NSF Checks: Processed, Payments Reversed, penalties added & letter sent	$ 5.00 per NSF
Scheduling: Review, Hearing and Court Appearances	$ 0.75 per appeal
Hearings: Hearing Appointments (Minimum four hours per visit. Visits are scheduled in accordance with City requirements, but no less than every 90 days, according to CA law).	$ 75.00 per hour

FTB Tax Lien Participation:

Matching social security number to debts	$5.00 per SS request
Collections, file adjustment &reconciliation reports	15% of collections

Cost to Purchase Hand Held Ticket Writers:

If City is interested in handheld ticket writers, Cost and description sheets are attached. Upon selection of preferred unit, a total cost proposal will be generated for City including exact costs for all hardware, software, ticket stock, envelopes and additional items.

Convenience Fee to Violator: for Company Credit Card usage (Web Site, phone & paper credit card payments)	$ 3.00 per use

Confidential Information

EXHIBIT A

SCOPE OF SERVICE AND PERFORMANCE AGREEMENT

Data Ticket, Inc.
4600 Campus Drive, Suite 200
Newport Beach, California 92660
(hereinafter sometimes referred to as "COMPANY")

AND

THE CITY OF MORENO VALLEY
14177 FREDERICK STREET
MORENO VALLEY, CALIFORNIA 92553

(hereinafter sometimes referred to as "AGENCY"),

The Company intends to provide for the processing of fines, bail and forfeiture thereof, in connection with the issuance of citations for illegal parking pursuant to the laws of the California.

ARTICLE I - CITATION PROCESSING

1.1 Referral and Reconciliation: COMPANY shall receive and process citations from AGENCY. COMPANY will provide a reconciliation of the number of citations received from AGENCY.

1.2 Determination of Processable Citations: COMPANY shall screen the parking citations referred to it by AGENCY to determine if the citation is processable. If the citation is determined by COMPANY to be unprocessable (e.g., essential processing information is missing), COMPANY shall return the citation to AGENCY for clarification. COMPANY will be paid the contractual rate hereinafter provided, for citations properly returned to the AGENCY as unprocessable.

1.3 Collection and deposit of funds: A direct deposit system shall be employed for all funds received in payment of citations. The AGENCY shall have the choice of owning a bank account with the COMPANY or directing the COMPANY to deposit directly into an AGENCY account. In either case deposits shall be made directly into the account by the COMPANY for the collecting AGENCY, with the exception of credit card payments made using VISA, MasterCard and Discover cards belonging to the COMPANY. Credit card payments will be directly deposited into an account held by the COMPANY. Credit card payments are reconciled and remitted on a monthly basis to the AGENCY, but tracked on the citations management software system on a daily basis. Citations paid by credit card are marked "paid" real-time immediately upon authorization, thus affording the citizen the opportunity to make payment at any time and have the payment recognized immediately.

ARTICLE II - PAYMENT PROCESSING

2.1 Disposition Processing: COMPANY will maintain all citation dispositions for a minimum of two (2) years. Closed citations will remain on-line for at least two (2) years, for research and statistical purposes.

2.2 Payments Processing: COMPANY shall process citation payments within twenty-four (24) hours of receipt. Payments shall be immediately posted in one (1) of three (3) following categories:

"Regular Payments" are citations with the correct bail, paid on or before the due date. (This includes payments properly complying with Notices-of-Intent).

"Partial Payments" are citations paid after the due date, or if the defendant has paid less than the amount of bail due. A Notice-of-Intent, or a postcard will advise defendant of late charges and/or incorrect bail, if the check has insufficient information for deposit.

"Court/Hearing Requests" are all requests for administrative/court hearings by defendants. These requests are sorted so that bail submitted is immediately posted, and if needed the original citations are retrieved.

2.3 Miscellaneous Letters Processing: COMPANY will receive and review all miscellaneous correspondence. These are generally letters requesting meter checks, refunds, voids, or otherwise setting forth complaints. These letters will be researched by COMPANY for proper follow-up either by AGENCY or by COMPANY.

2.4 Batching Procedures: COMPANY shall maintain effective procedures of internal control. Such procedures shall involve reconciliation of all payments received using generally accepted accounting principles. After proper reconciliation, deposit slips shall be prepared for and deposits made at the appropriate bank, including an itemized listing of all batch numbers included in the deposit. The batch of citation payment documentation shall then be stored in a file room, for a period of two (2) years.

2.5 Cash Payments: COMPANY shall maintain an effective method of handling cash payments. All cash received through the mail, shall be logged in a cash journal. Thereafter, effective internal control procedures shall be implemented to reconcile such payments, using generally accepted accounting principles.

2.6 Deposits: All deposits shall be made daily, subject to regular banking hours. Deposits shall be itemized and detailed information will be captured regarding submitted funds. Deposit slips shall be prepared in duplicate, allowing one (1) copy for the bank and one (1) copy for the COMPANY. If the bank account is held jointly the COMPANY shall make all deposits, perform all reconciliation, refunds and check generation along with monthly invoicing. This information shall be available for

AGENCY review. If only the AGENCY'S designated bank account is used, COMPANY will deposit directly into the designated account, but will have no authorization to perform any other duties. Monthly invoicing will be generated by the citation management system and AGENCY will be responsible to reconcile their bank account and cut all checks including any refund checks. If the AGENCY holds the account individually, it will supply deposit slips and endorsement stamp to COMPANY.

2.7 Revenue Report: A monthly revenue report will list all revenues received during the preceding month. This report will also provide information regarding the AGENCY'S responsibility for any taxes on collected funds.

ARTICLE III – WEB SITE

3.1 Citation Management Web Site: The COMPANY offers a web site for AGENCY review of its database, including all citations and information relating to changes in status.

3.2 Citizen Web Site Access: When the AGENCY has web site access, the citizens who receive citations will be able to access the web site to review their individual citations, pay on-line and appeal on-line.

3.3 Web Site Interaction: The web site may be "view only" or "interactive," for the AGENCY depending on requirements of the AGENCY.

3.4 Web Site Reports: Web site reports are available to the AGENCY on a daily 24/7 schedule.

3.5 Web Site Cost: Two user ID's and passwords will be assigned to the AGENCY at no cost. Additional user ID's and passwords may be assigned in groups of six.

ARTICLE IV - GENERAL

4.1 Public Inquiries: The COMPANY will respond to reasonable inquiry by telephone or letter of a nonjudicial nature. Inquiries of a judicial nature will be referred to the AGENCY for determination, unless the COMPANY has been designated to handle appeals.

4.2 COMPANY Limitations: COMPANY will not take legal action or threaten legal action in any specific case without AGENCY'S prior approval.

4.3 Use of Approved Forms: AGENCY shall have the right to reasonable approval of all forms, delinquency notices, and correspondence sent by the COMPANY. These must conform to State and local law.

4.9 COMPANY Files: COMPANY shall maintain master files on parking citations referred to it for processing under the scope of services. Such files will contain records of payments, dispositions, and any other pertinent information required to provide a reasonable audit trail.

4.10 Storage for AGENCY:

A. COMPANY agrees to store original citations for the current year plus two (2) years, at which time they will be returned to AGENCY or shredded. COMPANY will have such information available on system, CD or diskette for AGENCY'S review for a reasonable time period to permit AGENCY retrieval of such information. AGENCY relieves COMPANY of all liability costs associated with data released by AGENCY to any other person or entity using such data.

B. Subsequent to the termination of the contract, COMPANY will return all hard copies to the AGENCY or shred them. If requested, an electronic file, diskette or CD of all processed data will be available to the AGENCY.

ARTICLE V – ADDITIONAL SERVICES

5. 1 Other Collections: COMPANY shall retain a percent of payments collected on delinquent citations which have been processed in accordance with the current Agreement, and meet the following criteria:

A. Delinquent citations are those for which the normal daily processing cycle is complete, but payment in full has not been received; or those for which the State Department of Motor Vehicles has received a registration hold and/or has dropped the registration hold due to a transfer of ownership or non-renewal of registration or a registration hold was not accepted, but the normal daily processing cycle is complete and in full has not been received.

B. Citations with out-of-state license plates for which the normal daily processing cycle is complete.

C. Any other problem or special citations that AGENCY so designates and refers to COMPANY under this Agreement.

5.2 Postal Rate Increase: The COMPANY will maintain auditable records to document the COMPANY'S actual postage costs associated with the mailing of all notices for unpaid citations and for other mailings related to the processing of correspondence. If there is a postal increase, that increase will be invoiced effective on the date that the postal rate increase goes into effect.

5.3 Cost: Please see Cost Proposal, Exhibit B, for all fees.

ARTICLE VIII – CLAIMS AND ACTIONS

8.1 AGENCY Cooperation: in the event any claim or action is brought against COMPANY relating to COMPANY'S performance or services rendered under this Agreement, COMPANY shall notify the AGENCY, in writing, within ten (10) days, of said claim or action.

8.2 Hold Harmless: COMPANY and AGENCY agree to the following hold harmless clauses.

A. COMPANY agrees to indemnify, defend, and hold harmless the AGENCY and its officers and employees against all claims, demands, damages, costs, and liabilities arising out of, or in connection with the performance by COMPANY or AGENCY or any of their officers, employees or agency under this AGREEMENT, excepting only loss, injury or damage caused solely by the negligent acts or omissions of AGENCY or any of its officers or employees.
B. AGENCY agrees to indemnify, defend and hold harmless the COMPANY and its officers and employees against all claims, demands, damages, costs and liabilities for loss, injury or damage caused solely by the negligent acts or omissions of AGENCY or any of its officers or employees arising out of or in connection with the performance by the AGENCY or any of its officers or employees under this AGREEMENT.

ARTICLE IX – SUBCONTRACTORS AND ASSIGNMENTS

9.1 Subcontracting: COMPANY is authorized to engage subcontracts as permitted by law at COMPANY'S own expense, subcontracts shall be deemed agents of COMPANY.

9.2 Assignments: This contract may not be assigned without the prior consent of the AGENCY. It is understood and acknowledged by the parties that the COMPANY is uniquely qualified to perform the services in this Agreement.

ARTICLE X - INDEPENDENT COMPANY

10.1 COMPANY'S Relationship: COMPANY'S relationship to the AGENCY in the performance of this Agreement is that of an independent COMPANY. Personnel performing services under this Agreement shall at all times be under COMPANY'S exclusive direction and control and shall be employees of COMPANY and not employees of the AGENCY. COMPANY shall pay all wages and salaries and shall not be responsible for all reports and obligations respecting them relating to social security, income tax withholding, unemployment compensation, worker's compensation, and similar matters. Neither COMPANY nor any officer, agent, or employee of COMPANY shall obtain any right to retirement benefits or other benefits which accrue to employees of

party may be given by depositing in the United States mail, postage prepaid, first-class, addressed to the following:

AS TO THE AGENCY:

THE CITY OF MORENO VALLEY
14177 FREDERICK STREET
MORENO VALLEY, CALIFORNIA 92553

AS TO THE COMPANY:

DATA TICKET, INC.
A California Corporation
4600 CAMPUS DRIVE, STE 200
NEWPORT BEACH, CALIFORNIA 92660

IN WITNESS HEREOF, the parties hereto have each caused their authorized representative to execute this Agreement on the 11th day of September, 2006.

City of Moreno Valley

By: _____
City Manager

LBG _____
Print Name

Data Ticket, Inc.

By: _____
President

Marjorie A. Fleming
Print Name

By: _____
Corporate Secretary

A. William Kennedy
Print Name

APPROVED AS TO LEGAL FORM:

_____
City Attorney

Date: 9/6/06

Attachments

Exhibit B

COST PROPOSAL FOR THE CITY OF MORENO VALLEY (Parking)

Description	Proposed Fee
Fee for processing and updating (electronically and manually)	$ 0.76 per cite
Fee for collecting payments	$ 0.28 per payment
Fee for collecting each out-of-state citation	30% of collected revenue
Fee for sending each delinquent notice	$ 0.64 per notice

Specified services and material covered by the Fee for both in-state and out-of-state citations shall include:

Data entry of handwritten citations and entry of electronically transferred citations
Collecting and processing all payments
Processing all status changes to citation database
Two user passwords for Client Access to Web Site
Allows viewing and printing of citation management reports and citations at the City 24/7. The City will always have access to its citation database including all status updates real-time. Additional user passwords can be issued for a small additional fee.
Credit card payments accepted via phone or paper
Credit card payments accepted real-time on-line via Ticket Wizard 5000 web site
Allows citizens 24/7 ability to access, view and pay their citations
On-Line connection to California DMV for daily registered owner information files
On-Line connection to California DMV for daily hold and release files
Interface with DMV's nationwide for registered owner information
Interface with third party vendor for nationwide registered owner information
All forms and tracking
Correspondence tracking and response
Bi-lingual 800 line voice mail information 24 hours per day, 7 days per week
Bi-lingual 800 line customer service answered by customer service representative
Daily bank deposits
Bank reconciliation
Comprehensive monthly management reports on issuance and revenue
All required insurance
Local corporate headquarters

Confidential Information

Additional Correspondence	$ 1.50 per letter
Fee for Delinquent Collection Notices – (Old Citations, those which have gone through the normal collection cycle including DMV hold, or are 3 months or older and remain uncollected)	32% of collected revenue

---

Six Additional User Passwords: Real Time Viewing & Reporting on Client Database Viewing and printing of citation management reports and citations at the City 24/7. The City will always have access to its citation database including all status updates.	$ 50.00 per mo.
NSF Checks: Processed, Payments Reversed, penalties added & letter sent	$ 5.00 per NSF
Scheduling: Review, Hearing and Court Appearances	$ 0.75 per appeal
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Cost to Purchase Hand Held Ticket Writers:

If City is interested in handheld ticket writers, Cost and description sheets are attached. Upon selection of preferred unit, a total cost proposal will be generated for City including exact costs for all hardware, software, ticket stock, envelopes and additional items.

Convenience Fee to Violator: for Company Credit Card Usage (Web Site, phone & paper credit card payments) $ 3.00 per use

Confidential Information

AGREEMENT BETWEEN THE CITY OF MORENO VALLEY, AND DATA TICKET, INC. dba REVENUE EXPERTS FOR ADMINISTRATIVE CITATION PROCESSING SERVICES

This Agreement is made by and between the City of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "City", and Revenue Experts, Inc, hereinafter referred to as the "Contractor".

WITNESSETH AS FOLLOWS:

1. RECITALS:

   A) The City is in need of a processing and collection system designed to enhance the City's ability to obtain code compliance and/or revenue from administrative citations and other debts owed to the City, and to provide for an administrative appeal process as required by law; and

   B) The City does not have available employees to perform such services; and

   C) The Contractor is ready, willing, and able to supply such services; and

   D) The Contractor has personnel with sufficient training and expertise to provide such services; now, therefore,

   The parties agree as follows:

2. SCOPE OF SERVICES TO BE RENDERED: Under the direction of the City Manager, or other designee of the City Manager, the Contractor shall provide said services as more specifically described in Exhibit "A" attached hereto and incorporated herein by this reference.

3. TERMS OF AGREEMENT:

   A) Contract Term: The term of this Agreement shall become effective upon execution by both parties with a termination date of June 30, 2011.

   B) Amendment: City and Contractor agree that the terms and conditions of this Agreement may be reviewed or modified at any time. Any modifications to this Agreement, however, shall be effective only when agreed to in writing by both City and Contractor.

   C) Termination: This Agreement may be terminated with or without cause by either party on sixty (60) days written notice to the other party.

   Either party may terminate this Agreement upon breach of the Agreement by the other party. In the event the City terminates the Agreement, the Contractor shall

perform no further services under the Agreement unless the notice of termination authorizes such further work. All records to be provided to City.

4. GENERAL PROVISIONS:

A) Compensation: For services rendered pursuant to this Agreement, the Contractor shall be compensated according to the fee schedule in Exhibit "B" attached hereto and incorporated herein by this reference.

B) Prevailing Wages: Contractor shall pay prevailing wages as required by the labor laws of the State of California and applicable Federal laws.

C) Control of Work. Contractor is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Contractor or his/her/its employees.

D) Intent of Parties. Contractor is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the Contractor or any individual whose compensation for services is paid by the Contractor, an agent or employee of the City, or authorizing the Contractor to create or assume any obligation or liability for or on behalf of the City, or entitling the Contractor to any right, benefit, or privilege applicable to any officer or employee of the City.

E) Subcontracting. Contractor may retain or subcontract for the services of other necessary contractors with the prior written approval of the City. Payment for such services shall be the responsibility of the Contractor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Contractor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].

F) Legal Considerations. The Contractor shall comply with applicable Federal, State, and local laws in the performance of this Agreement.

G) Contractor Indemnification. Contractor shall indemnify, defend and hold the City, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of Contractor's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the Contractor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Contractor shall be fully responsible for such coverage.

H) City Indemnification. The City agrees to indemnify, defend and save the Contractor and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the City's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the City under this Agreement, or are caused or claim to be caused by the negligent acts of the City and it's officers, agents or employees, or its subcontractor(s) or any person acting for the City or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the Contractor, its officers, agent, employees, or subcontractors.

I) Insurance Requirements. Where determined applicable by the City, Contractor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:

- General Liability Insurance—to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Contractor, sub-Contractor, or any person acting for the Contractor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

Bodily Injury	$1,000,000 per occurrence/ $2,000,000 aggregate
Property Damage	$500,000 per occurrence/ $500,000 aggregate

- Professional Errors and Omission Insurance—such coverage shall not be less than $1,000,000 per claim and aggregate.

- Worker's Compensation Insurance—in such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Contractor and the City, RDA, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Contractor in the course of carrying out the Agreement. This coverage may be waived if the Contractor is determined to be functioning as a sole proprietor and the City provided form "Exception to Worker's Compensation Coverage" is signed, notarized and attached to this Agreement

- Liability and Property Damage Insurance coverage for owned and non-owned automotive equipment operated on City/CSD/RDA premises. Such coverage limits shall not be less than $1,000,000 combined single limit.

A Certificate of Insurance and appropriate additional insured endorsement evidencing the above applicable insurance coverage shall be submitted to the City Risk Manager prior to the execution of this Agreement. The Certificate of Insurance or an appropriate binder shall bear an endorsement containing the following provisions:

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

The terms of the insurance policy or policies issued to provide the above coverage shall neither be amended to reduce the required insurance limits and coverages nor shall such policies be canceled by the carrier without thirty (30) days prior written notice by certified or registered mail of amendment or cancellation to the City, except that cancellation for non-payment of premium shall require ten (10) days prior written notice by certified or registered mail. In the event the insurance is canceled, the Contractor shall, prior to the cancellation date, submit to the Risk Manager new evidence of insurance in the amounts established.

J) Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Contractor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Contractor in performance of this Agreement. The City and the Contractor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

K) Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.

L) Payment. Payments to the Contractor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Contractor. Contractor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Contractor shall maintain adequate records to permit inspection and audit of the Contractors time and materials charges under the Agreement. Upon reasonable notice, such records must be made available to the City's agent; however, nothing herein shall convert such records into public records. Such records shall be retained by the Contractor for five (5) years following completion of the services under the Agreement.

M) Restrictions on City Employees. The Contractor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of Federal, State, or local law.

N) Conflict of Interest. During the term of this Agreement, the Contractor shall not engage in any business or transaction or maintain a financial interest which conflicts, or reasonably might be expected to conflict, with the proper discharge of the Contractor's duties under this Agreement.

O) Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

P) Licenses. The Contractor is required to have in full force and effect all business and/or contractor's licenses and permits required by applicable laws to perform general nuisance abatement services within the City. A State contractor's license, if applicable, shall be current and without any record of disciplinary actions.

Q) NOTICES: All notices, communications, and billings under this Agreement shall be made to:

Revenue Experts, Inc.
4600 Campus Drive, Suite 203
Newport Beach, CA 92660
Attn: A. William Fleming

City of Moreno Valley
City Manager's Office
P.O. Box 88005
Moreno Valley, CA 92552-0805

SIGNATURE PAGE TO FOLLOW

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

City of Moreno Valley

BY: _____
Robert G. Gutierrez
City Manager

DATE: 10-23-08

Approved as to Legal Form:

BY: _____
City Attorney

DATE: 10/21/08

Revenue Experts, Inc.

BY: _____
Marjorie A. Fleming

TITLE: President

DATE: 10/14/08

BY: _____
A. William Fleming

TITLE: Corporate Secretary

DATE: 10/14/08

Attachments: Exhibit "A" Scope of Services to be Rendered
Exhibit "B" Fee Schedule

**AGREEMENT BETWEEN THE CITY OF MORENO VALLEY,
AND DATA TICKET, INC. dba REVENUE EXPERTS
FOR ADMINISTRATIVE CITATION PROCESSING SERVICES**

EXHIBIT A

SCOPE OF SERVICES TO BE RENDERED: The Contractor is authorized to act as an agent for the City to collect administrative citation fines and other items as specified by the city, and to provide an administration appeals procedure for the hearing of appeals of such citations and other items.

1. The City will be obligated as follows:

   A) To provide a mutually suitable arrangement for the collection of funds, and express authorization to do business on the City's behalf.

   B) Be responsible to pay the $25 court-filing fee if the administrative adjudication decisions are overturned by the court.

   C) Send all correspondence via first class mail

   D) Be responsible for reporting all collections received from the Interagency Intercept Collections program to the Contactor, by submitting copies of the Interagency Intercept Collections program paperwork, weekly statements and monthly warrant files reporting payments.

   E) Provide Contractor with names and contact information for each City representative of each program utilizing these services; i.e., Animal Control, Building and Safety, Code & Neighborhood Services, and Police Department. Each program representative will be responsible for monitoring and contract performance of Contractor.

2. The Contractor will be obligated as follows:

   A) To provide forms, notices, toll-free phones lines, banking, web-site database access 24 hours per day/7 days per week, postage; maintain files on collected information and provide this information to the city to update its files; provide the City with management reports; and use its best efforts to obtain maximum results.

   B) The Contractor is responsible for conducting reviews and hearings in accordance with State law, within ninety (90) days of the appeal date, on a site to be provided by the City

   C) All correspondence will be mailed first class and is included in the per citation fee. Unpaid citations will receive up to four (4) notices, prior to being sent to the Interagency Intercept Program.

D) The City shall receive one-hundred percent (100%) of all revenue collected on its behalf.

E) The Contractor will not be responsible for the City's failure to provide correct or timely infraction or verification information.

F) Funds will be collected, deposited and reconciled on a daily basis when collected by the Contractor. On a monthly basis, these funds will be transferred to the City supported by activity reports. Funds reported as collected by the Interagency Intercept Collections program will be applied on a weekly basis. Management reports and an invoice will be sent by the Contractor to the City on a monthly basis.

G) The Contractor shall adhere to the Penalty and Administrative Fee Schedule described in the City of Moreno Valley Municipal Code Manual, adopted by the City Council. No fee shall exceed the maximum penalty as outlined in said schedule.

H) Contractor shall maintain separate accounts, billings, records, and citation formats for each department as follows:

a) Administrative Services Department
Animal Services Division
Michelle Dawson, Acting Animal Services Division Manager

b) Community Development Department
Building & Safety Division
Gary Kyle, Building Division Manager/Building Official

c) Community Development Department
Code & Neighborhood Services Division
Al Brady, Code & Neighborhood Services Official

d) Fire Department
Fire Prevention Division
Randy Metz, Fire Marshall

e) Public Works Department
Land Development Division
Mark Sambito, Engineering Division Manager

f) Moreno Valley Police Department
John Anderson, Chief of Police

AGREEMENT BETWEEN THE CITY OF MORENO VALLEY, AND DATA TICKET, INC. dba REVENUE EXPERTS FOR ADMINISTRATIVE CITATION PROCESSING SERVICES

EXHIBIT B

FEE SCHEDULE: Fee schedule from Contractor attached hereto.

Description	Fee
Fee for processing and collecting each citation	**$19.00 per cite**

Specified services and material covered by the fee for all citations shall include:

- Data entry of handwritten citations and entry of electronically transferred citations
- Processing and collection of all payments
- Disposition and status updating
- All forms and tracking
- Correspondence tracking and response
- Up to four (4) Notices
- 800 line voice mail information 24-hours per day/7-days per week
- 800 line customer services answered by customer service representative
- Daily bank deposits
- Bank reconciliation
- Comprehensive monthly management reports on issuance and revenue
- All required insurance
- Local corporate headquarters

* (Minimum monthly fee of $150.00 per month) Applies if basic charges are less than that amount.

Additional client real time viewing and reporting on client database — **$50.00 per month**

Includes:

- Client access to entire database real-time includes up to six (6) user passwords
- Viewing and printing citation management reports 24-hours per day/7-days per week
- Citizen web-site access for viewing and paying citations 24-horus per day/7-days per week.

Social Security Number access — **$5.00 per request**

(One request for multiple citations attached to one violator)

Franchise Tax Board Interface — **15% of collected revenue**

(Interagency Intercept Program - IIP)

Includes:

- Database transfers
- Multiple debs consolidated to one record with total due
- Files sent to IIP
- Noticing
- Daily deposits
- Payment reconciliation
- Deposit reconciliation
- Toll-free customer service inquiry lines
- Web-site inquiry and payment access 24 hours per day/7 days per week
- Overpayment verification and refund service
- Customer correspondence as required
- Forms
- Paperwork back-up
- Database updating
- IIP updating
- Monthly management reports

Fee to Violator for company credit card usage — **$3.50 per use**

Option:

- **In person hearing and toll-free hearing appointments four (4) hour minimum every sixty (60) to ninety (90) days, two (2) hearings per hour)** — **$75.00 per hour**
- All correspondence and taped hearings included; interface with court and client, if hearing goes to court

Cost to purchase hand-held ticket writers:

- See Cost Sheets for Ticket Writers, upon selection of preferred unit, a total cost proposal will be generated for Agency including exact costs for all hardware, software, ticket stock, envelopes and additional items
- **Cost Sheets to be provided upon request. Upon selection of preferred unit, a total cost proposal will be generated for City including exact costs for all hardware, software, ticket stock, envelopes and additional items.**

THE CITY OF MORENO VALLEY PARKING FEE SCHEDULE

Description	Proposed Fee
Fee for processing and updating (electronically and manually)	$ 0.76 per cite
Fee for collecting payments	$ 0.28 per payment
Fee for collecting each out-of-state citation	30% of collected revenue
Fee for sending each delinquent notice	$ 0.69 per notice

Specified services and material covered by the Fee for both in-state and out-of-state citations shall include:

Data entry of handwritten citations and entry of electronically transferred citations
Collecting and processing all payments
Processing all status changes to citation database
Two user passwords for Client Access to Web Site
Allows viewing and printing of citation management reports and citations at the City 24/7. The City will always have access to its citation database including all status updates real-time. Additional user passwords can be issued for a small additional fee.
Credit card payments accepted via phone or paper
Credit card payments accepted real-time on-line via Ticket Wizard 5000 web site
Allows citizens 24/7 ability to access, view and pay their citations
On-Line connection to California DMV for daily registered owner information files
On-Line connection to California DMV for daily hold and release files
Interface with DMV's nationwide for registered owner information
Interface with third party vendor for nationwide registered owner information
All forms and tracking
Correspondence tracking and response
Bi-lingual 800 line voice mail information 24 hours per day, 7 days per week
Bi-lingual 800 line customer service answered by customer service representative
Daily bank deposits
Bank reconciliation
Comprehensive monthly management reports on issuance and revenue
All required insurance
Local corporate headquarters

Additional Correspondence	$ 1.55 per letter

Confidential Information

Fee for Delinquent Collection Notices – (Old Citations, those which have gone through the normal collection cycle including DMV hold, or are 3 months or older and remain uncollected)	32% of collected revenue

---

Six Additional User Passwords: Real Time Viewing & Reporting on Client Database Viewing and printing of citation management reports and citations at the City 24/7. The City will always have access to its citation database including all status updates.	$ 50.00 per mo.
NSF Checks: Processed, Payments Reversed, penalties added & letter sent	$ 5.00 per NSF
Scheduling: Review, Hearing and Court Appearances	$ 0.75 per appeal
Hearings: Hearing Appointments (Minimum four hours per visit. Visits are scheduled in accordance with City requirements, but no less than every 90 days, according to CA law).	$ 75.00 per hour

FTB Tax Lien Participation:

Matching social security number to debts	$5.00 per SS request
Collections, file adjustment &reconciliation reports	15% of collections

Cost to Purchase Hand Held Ticket Writers:

If City is interested in handheld ticket writers, Cost and description sheets are attached. Upon selection of preferred unit, a total cost proposal will be generated for City including exact costs for all hardware, software, ticket stock, envelopes and additional items.

Convenience Fee to Violator: for Company Credit Card usage (Web Site, phone & paper credit card payments)	$ 3.25 per use

Confidential Information

THE CITY OF MORENO VALLEY

FEE SCHEDULE

Description – Phase I	Proposed Fee
Fee for processing and collecting each citation	$ 19.00/cite

Specified services and material covered by the Fee for all citations shall include:

- Data entry of handwritten citations and entry of electronically transferred citations
- Processing and collection of all payments
- Disposition and status updating
- All forms and tracking
- Correspondence tracking and response
- Up to four Notices
- 800 line voice mail information 24 hours per day, 7 days per week
- 800 line customer service answered by customer service representative
- Daily Bank Deposits
- Bank reconciliation
- Comprehensive monthly management reports on issuance and revenue
- All required insurance
- Local corporate headquarters

* (Minimum monthly fee $ 150.00 per month) Applies if basic charges are less than that amount.

Additional Client Real Time Viewing & Reporting on Client Database	$ 50.00/month

Includes:

- Client access to entire database real-time includes up to six user passwords
- Viewing and printing citation management reports 24/7
- Citizen web site access for viewing and paying citations 24/7

CONFIDENTIAL INFORMATION

• Social Security Number Access	$ 5.00/request
• (One request for multiple citations attached to one violator)	

Franchise Tax Board Interface (Interagency Intercept Program)	15% of collected revenue

Includes:

- Database transfers
- Multiple debts consolidated to one record with total due
- Files sent to IIP
- Noticing
- Daily deposits
- Payment reconciliation
- Deposit reconciliation
- Toll-free customer service inquiry lines
- Web site inquiry and payment access 24/7
- Overpayment verification and refund service
- Customer correspondence as required
- Forms
- Paperwork back-up
- Database updating
- IIP updating
- Monthly management reports

Fee to Violator for Company Credit Card Usage	$ 3.50/use

Option:

In-person Hearing and Toll-Free Hearing Appointments (four-hour minimum every 60 to 90 days, two hearings per hour) All correspondence and taped hearings included; interface with court and client, if hearing goes to court.	$ 75.00/hr

Cost to Purchase Hand Held Ticket Writers:

Please see Cost Sheets for Ticket Writers, upon selection of preferred unit, a total cost proposal will be generated for Agency including exact costs for all hardware, software, ticket stock, envelopes and additional items.

CONFIDENTIAL INFORMATION

MORENO VALLEY

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: September 8, 2009

TITLE: THIRD AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH VAS ASSOCIATES, INC.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "Third Amendment to Agreement for Professional Consultant Services" with VAS Associates, Inc. (VAS), 571 Ruth Circle, Corona, CA 92879 to provide Professional Consultant Services.

2. Authorize the City Manager to execute said "Third Amendment to Agreement for Professional Consultant Services" with VAS, in the form attached hereto.

3. Authorize an increase in the purchase order to VAS in the amount of $250,000 when "Third Amendment to Agreement for Professional Consultant Services" has been signed by all parties.

BACKGROUND

In March 2005, staff invited firms to submit proposals to provide temporary project management services on an ongoing basis. The "Agreement for Professional Consultant Services" for $99,000 with VAS was executed by the City Manager on May 31, 2007. The First Amendment to Agreement for $250,000 was approved by the City Council on September 25, 2007. The Second Amendment to Agreement for $250,000 was approved by the City Council on October 14, 2008.

DISCUSSION

Due to an increase in budgeted capital improvement projects and activities for the FY 09/10, the Capital Projects Division requires additional resources to expedite their

completion. This action is necessary due to a shortage of qualified Project Managers to complete budgeted capital improvement projects funded by revenue bonds, redevelopment bonds and projects funded by Transportation Uniform Mitigation Fee (TUMF) Funds.

Staff is satisfied with the consultant's performance and is recommending a Third Amendment to Agreement with VAS to renew the firm's services for the next approximate fourteen months. This Amendment also reflects the consultant's reduced hourly rates in light of the current economic conditions.

Over the past year, VAS has successfully worked on budgeted capital improvement projects such as the Pigeon Pass Road Widening; Lasselle Street Widening; Traffic Signal projects at Lasselle and Cottonwood, Lasselle and Bay, and Kitching and Cactus; and Kitching Street Improvements.

During the next fourteen months, VAS will continue to work on Lasselle Street Widening; Kitching Street Improvements; Bridge Maintenance Program; and various Traffic Signal projects, as well as other projects and assigned tasks, to facilitate the timely design and construction of budgeted capital improvement projects.

ALTERNATIVES

1. Approve the "Third Amendment to Agreement for Professional Consultant Services" with VAS Associates, Inc. (VAS), 571 Ruth Circle, Corona, CA 92879 to provide Professional Consultant Services; authorize the City Manager to execute said "Third Amendment to Agreement for Professional Consultant Services" with VAS, in the form attached hereto; authorize an increase in the purchase order to VAS in the amount of $250,000 when "Third Amendment to Agreement for Professional Consultant Services" has been signed by all parties. T*his alternative will provide resources to assist staff to complete budgeted City capital improvement projects.*

2. Do not approve the "Third Amendment to Agreement for Professional Consultant Services" with VAS Associates, Inc. (VAS), 571 Ruth Circle, Corona, CA 92879 to provide Professional Consultant Services; do not authorize the City Manager to execute said "Third Amendment to Agreement for Professional Consultant Services" with VAS, in the form attached hereto; do not authorize an increase in the purchase order to VAS in the amount of $250,000 when "Third Amendment to Agreement for Professional Consultant Services" has been signed by all parties. *This alternative will delay the design and construction of budgeted capital improvement projects.*

FISCAL IMPACT

The Third Amendment to Agreement for Professional Consultant Services with VAS will be fully expended in October 2009. This Third Amendment increases the purchase

order by $250,000 to extend the temporary professional staffing services from October 30, 2009 to December 31, 2010. Adequate funding is provided through the various budgeted capital improvement projects assigned to the temporary staff. The agreement provides the City the ability to terminate the agreement by giving at least ten days written notice to the consultant.

Sufficient funds are available in the Kitching Street Improvements project budget (Account No. 501.82425) to encumber the purchase order. As costs are incurred in this purchase order, the expenditures will be transferred to the capital projects for which services were performed. The associated costs for the "Agreement for Professional Consultant Services" will be funded through 2005 Lease Revenue Bonds (LRBS) (Fund 501), Measure A Funds (Fund 125), Proposition 1B Funds (Fund 226), TUMF Capital Projects (Fund 415), DIF Arterial Streets (Fund 416), and DIF Traffic Signals (417):

Kitching Street Improvements (Account No. 501.82425)	$82,500
Traffic Signal at Cottonwood and Pattilynn (Account No. 125.66628)	$15,000
Bridge Maintenance Program (Account No. 226.79828)	$22,500
Pigeon Pass Widening (Account No. 415.70324)	$10,000
Traffic Signal & Street Imp. at Lasselle & Bay (Account No. 416.83127)	$10,000
Traffic Signal & Street Imp. at Lasselle & Cottonwood (Account No. 416.83227)	$10,000
Lasselle Street Widening (Account No. 501.82725)	$100,000
Total	**$250,000**

There is no impact on the General Fund.

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

Due to the need for additional temporary project management consultant services on a variety of projects, the Third Amendment to Agreement for Professional Consultant Services with VAS is necessary to extend the temporary professional staffing services to the Capital Projects Division. Staff recommends an increase in the Purchase Order to VAS in the amount of $250,000.00.

ATTACHMENT

Attachment "A" - Third Amendment to Agreement for Professional Consultant Services

Prepared By:
Kimberly Jester
Consultant Contract Administrative Assistant

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:

c: File

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THIRDAMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

This Third Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and **VAS Associates, Inc.**, a California corporation hereinafter referred to as "Consultant." This Third Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT for PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated **May 31, 2007**.

Whereas, the Consultant is providing consultant project management services of a temporary nature as more specifically described in Exhibit "A" (City's Scope of Work) and Exhibit "B" (Consultant's Proposal) of the Agreement dated May 31, 2007.

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this Third Amendment.

Whereas, the City has provided a description for the expansion of the scope of work to be performed, dated June 24, 2009 and a copy of said description is attached as Exhibit "A-1" hereto and incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date is extended from October 30, 2009 to December 31, 2010.

1.2 Exhibit "A" to the May 31, 2007 Agreement is hereby amended by adding to the

Attachment "A"

"SCOPE of WORK" section described in Exhibit "A-1" to this Third Amendment, entitled "Amended Scope of Work".

1.3 Exhibit "D" to the May 31, 2007 Agreement is hereby further amended by adding to the "COST PROPOSAL" section thereof Exhibit "A-1" to this Third Amendment, entitled "Amended Scope of Work".

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $250,000, as set forth in the above-referenced Cost Proposal, in consideration of the Consultant's performance of the work set forth in Exhibit "A-1" to this Third Amendment.

1.5 The total "Not to Exceed" fee for this contract is $849,000 ($99,000 for the original Agreement plus $250,000 for the First Amendment to Agreement, $250,000 for the Second Amendment to Agreement, and $250,000 for the Third Amendment to Agreement).

SECTION 2

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

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

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

City of Moreno Valley

BY: _____
City Manager

_____
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head

_____
Date

VAS Associates, Inc.

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: Exhibit "A-1" – Amended Scope of Work

W:\CapProj\CapProj\hirestaffconsultant\Vali Cooper\New Agreement - Contract Admin - Mar 2008\3rd Amendment\Vali Cooper Third Amendment 09-2009.DOC
Revised Mar. 2007

June 24, 2009

Amended Scope of Work

Summary Scope of Work for Professional Consultant Services

VAS Associates, Inc. (VAS) staff will work as directed by the City Engineer on various projects of the Capital Projects Division. The City may assign a variety of projects and tasks to the assigned VAS staff members. The City Engineer has the right to review any proposed personnel replacement or additions and associated rate changes.

Hourly rates effective for the duration of the Agreement follow.

In addition to the scope of work defined in Exhibit "A" of the May 31, 2007 Agreement for Professional Consultant Services, the scope of work is amended as follows:

Tasks

1. Work on a variety of tasks and projects as assigned by the City Engineer.

2. Perform temporary project management services to complete budgeted City capital improvement projects.

Cost Proposal

1. The total "Not-to-Exceed" fee for the aforementioned services is $849,000 ($99,000 for original Agreement, $250,000 for First Amendment to Agreement, $250,000 for Second Amendment to Agreement, and $250,000 for the Third Amendment to Agreement).

VAS Associates, Inc.
571 Ruth Circle
Corona, CA 92879-8088
(951) 314 2288

June 24, 2009

City of Moreno Valley
Public Works Department
Capital Projects Division
14177 Frederick Street
Moreno Valley, CA 92552-0805
Attn: Prem Kumar, Deputy Public Works Director/Assistant City Engineer

Subject: Request for an Amendment to Agreement for Professional Consultant Services

Dear Mr. Kumar,

VAS Associates is pleased to offer continuation of our Professional Consultant services to the City of Moreno Valley's Capital Improvements Program and requests an amendment to our agreement for Professional Consultant Services such that:

1) All current terms of the agreement are the same except that we offer a reduction in our current hourly rate from $125 per hour to $120 per hour effective November 1, 2009.
2) Extend the termination date of the current agreement by one year to October 31, 2010.

Please call me at (951) 314 2288 if you have any questions.

Sincerely,

Viren Shah
Principal

Exhibit "A-1" - Amended Scope of Work
Page 2 of 2

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: September 8, 2009

TITLE: FOURTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR INDIAN DETENTION BASIN, DRAINAGE IMPROVEMENTS, AND IRONWOOD STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE PROJECT NO. 09-89791726

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "Fourth Amendment to Agreement for Professional Consultant Services" with Lim And Nascimento Engineering Corporation, 618 North Diamond Bar Boulevard, Diamond Bar, California 91765.

2. Authorize the City Manager to execute said "Fourth Amendment to Agreement for Professional Consultant Services" with Lim And Nascimento Engineering Corporation in the form attached hereto.

3. Authorize a Change Order to increase the Purchase Order with Lim And Nascimento Engineering Corporation for $61,560.40 ($55,964.00 proposal amount plus 10% contingency amount of $5,596.40) for additional design, right-of-way and environmental services when the Fourth Amendment to Agreement for Professional Consultant Services has been signed by all parties (Account No. 897.91726).

4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendment(s) to the agreement with Lim And Nascimento Engineering Corporation, up to but not exceeding, the 10% contingency amount of $5,596.40, subject to the approval of the City Attorney.

BACKGROUND

On July 8, 2008 the City Council approved an Agreement for Professional Consultant Services for the Indian Detention Basin, Drainage Improvements/Ironwood Avenue Improvements, with Lim And Nascimento Engineering Corporation (LAN), to provide planning and engineering services for the storm drain improvements and for the related street improvements on the south side of Ironwood Avenue from Heacock Street to Nita Drive. On July 8, 2008, City Council also approved a separate Agreement for Professional Consultant Services for Ironwood Avenue Improvements from Heacock Street to Perris Boulevard for street improvements on Ironwood Avenue easterly of the area covered by the Indian Basin project. The respective scopes of work included environmental studies to address both projects within one environmental clearance. On March 24, 2009, the City Council adopted a Mitigated Negative Declaration for the Indian Detention Basin, Drainage Improvements/Ironwood Avenue Improvements, and for the Ironwood Avenue Improvements from Heacock Street to Perris Boulevard.

DISCUSSION

The Indian Basin, Appurtenant Storm Drain and Miscellaneous Street Improvements Project will construct storm drain Line H along Ironwood Avenue from the Ironwood Avenue/Heacock Street intersection to the Davis Street/Ironwood Avenue intersection, then southerly in Davis Street to the Indian Detention Basin. The project will also construct associated storm drain laterals as well as related street improvements on the south side of Ironwood Avenue from Heacock Street to Nita Drive.

Design is 95% complete. Utility and right-of-way negotiations are underway. The Agreement for Professional Consultant Services for the Indian Detention Basin, Drainage Improvements/Ironwood Avenue Improvements with LAN provided for design, right-of-way engineering, and environmental assessment. The City has executed three minor amendments, all within the contingency amount of the original Purchase Order. The First Amendment provided for updated environmental documentation formats. The Second Amendment provided for additional potholing services due to the presence of additional utility laterals which became evident during the course of utility coordination. The Third Amendment provided for additional environmental analysis to evaluate access road alternatives at the downstream end of the proposed improvements.

Staff requests that the City Council authorize the Fourth Amendment to Agreement for additional design, right-of-way and environmental services with LAN. The additional design services include evaluation and adjustment of storm drain and lateral alignments to avoid potential utility conflicts, which have been requested by the utility companies during the course of negotiations, and which will save time and money for the City during construction. The additional services also include designing a signal modification at Heacock Street/Ironwood Avenue to accommodate the ultimate curb return on the southeast corner. The additional services include evaluating the proposed improvements using additive alternate scenarios in order to maximize available funding and minimize potential traffic disruption during construction. The additional right-of-way

services consist of additional research and extensive strategizing with owners in order to facilitate negotiations and reach agreement. The Amendment also includes scope for a pre-construction nesting bird survey, the need for which was identified upon completion of the environmental assessment. The consultant has submitted a proposal for $55,964.00 to perform the additional work. The price is fair and reasonable, and results in overall cost savings in construction and utility relocation on the project. The additional services will be completed concurrently with the ongoing work, and will not delay the project schedule.

The Agreement with Lim And Nascimento Engineering Corporation expires December 30, 2010 and is not extended by this Fourth Amendment.

ALTERNATIVES

1. Approve the "Fourth Amendment to Agreement for Professional Consultant Services" with Lim And Nascimento Engineering Corporation, 618 North Diamond Bar Boulevard, Diamond Bar, California 91765, authorize the City Manager to execute said "Fourth Amendment to Agreement for Professional Consultant Services" with Lim And Nascimento Engineering Corporation in the form attached hereto, authorize a Change Order to increase the Purchase Order with Lim And Nascimento Engineering Corporation for $61,560.40 ($55,964.00 proposal amount plus 10% contingency amount of $5,596.40) for additional design, right-of-way and environmental services when the Fourth Amendment to Agreement for Professional Consultant Services has been signed by all parties (Account No. 897.91726), and authorize the Public Works Director/City Engineer to execute any subsequent related minor amendment(s) to the agreement with Lim And Nascimento Engineering Corporation, up to but not exceeding, the 10% contingency amount of $5,596.40, subject to the approval of the City Attorney. *This alternative will facilitate the construction of needed improvements.*

2. Do not approve the "Fourth Amendment to Agreement for Professional Consultant Services" with Lim And Nascimento Engineering Corporation, 618 North Diamond Bar Boulevard, Diamond Bar, California 91765, do not authorize the City Manager to execute said "Fourth Amendment to Agreement for Professional Consultant Services" with Lim And Nascimento Engineering Corporation in the form attached hereto, do not authorize a Change Order to increase the Purchase Order with Lim And Nascimento Engineering Corporation for $61,560.40 ($55,964.00 proposal amount plus 10% contingency amount of $5,596.40) for additional design, right-of-way and environmental services when the Fourth Amendment to Agreement for Professional Consultant Services has been signed by all parties (Account No. 897.91726), and do not authorize the Public Works Director/City Engineer to execute any subsequent related minor amendment(s) to the agreement with Lim And Nascimento Engineering Corporation, up to but not exceeding, the 10% contingency amount of $5,596.40, subject to the approval of the City Attorney. *This alternative will delay the construction of needed improvements.*

FISCAL IMPACT

The Indian Basin Project is being funded with 2007 RDA Tax Allocation Bonds (Account No. 897.91726). There is no impact to the General Fund.

AVAILABLE BUDGETED FUNDS:

Fiscal Year 2009/2010 (Account No. 897.91726)	$2,560,000.00
Total Available Funds	**$2,560.000.00**

ESTIMATED CONSULTANT DESIGN COSTS:

Original Design Contract	$315,300.00
First Amendment	$7,679.00
Second Amendment	$3,300.00
Third Amendment	$20,116.00
Proposed Fourth Amendment	$55,964.00
Total Consultant Estimated Design Costs	**$402,359.00**

*City staff will provide Project Administration

ANTICIPATED SCHEDULE:

Complete Design	October 2009
Advertise	November 2009
Start Construction	January 2010
Finish Construction	July 2010

CITY COUNCIL GOALS

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

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

SUMMARY

The Indian Detention Basin project will construct storm drain Line "H" along Ironwood Avenue from Heacock Street to Davis Street/Indian Basin and laterals, and associated street improvements on the south side of Ironwood Avenue from Heacock Street to Nita Drive. Staff recommends approval of the "Fourth Amendment to Agreement for

Professional Consultant Services" to LAN for additional design, right-of-way and environmental services.

ATTACHMENTS

Attachment "A" – Location Map
Attachment "B" – Fourth Amendment to Agreement for Professional Consultant Services with Exhibits

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

Department Head Approval:
Barry Foster
Economic Development Director

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

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

Concurred By:
Michele Patterson
Acting Redevelopment Division Manager

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

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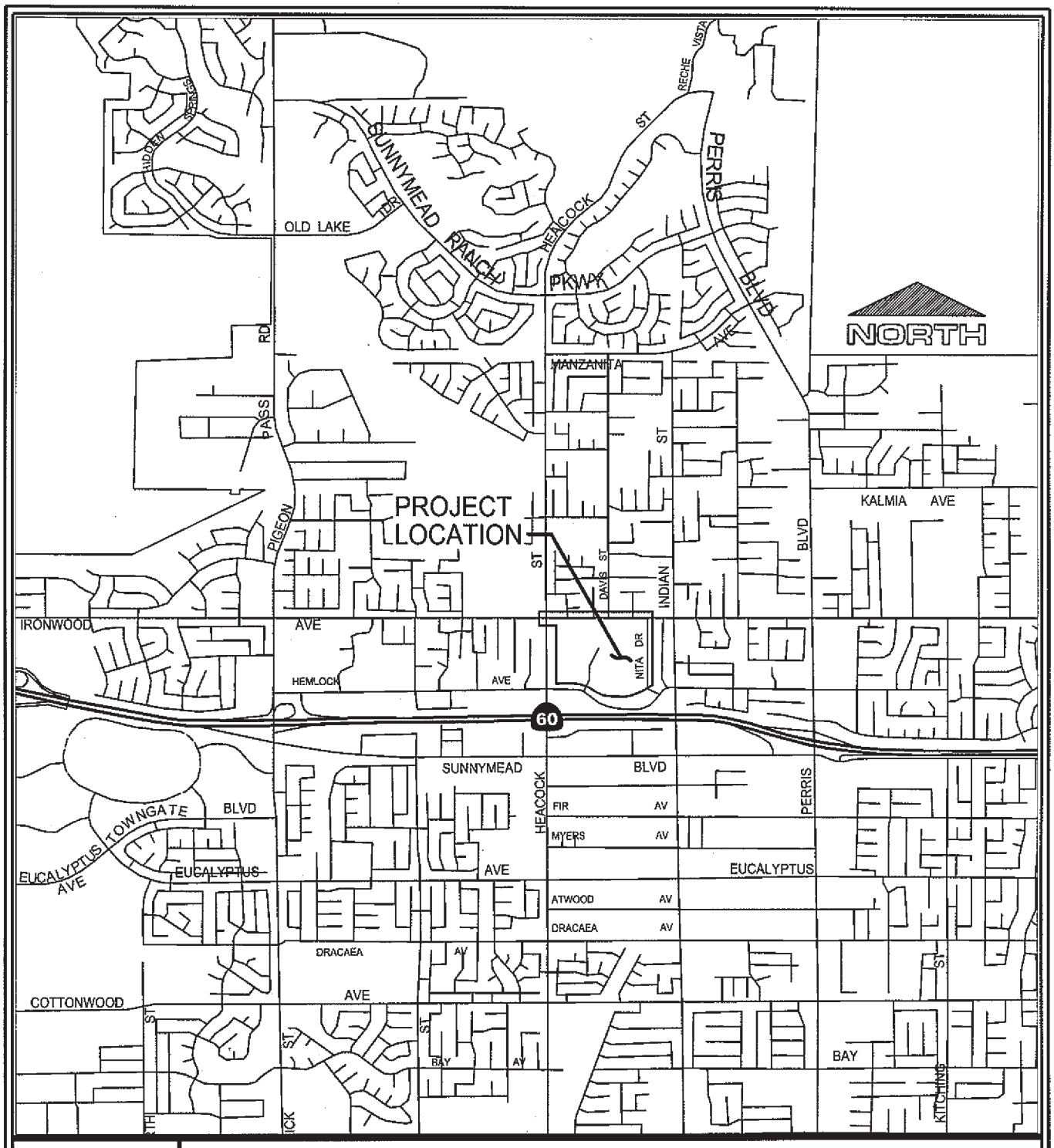

LOCATION MAP

Public WorksDepartment Capital Projects Division	INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS AND IRONWOOD AVE FROM HEACOCK STREET TO NITA DRIVE (SOUTH SIDE) PROJECT NUMBER 09-89791726
Scale: None	
ATTACHMENT "A"	

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FOURTH AMENDMENT TO AGREEMENT
FOR PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 09-89791726

This Fourth Amendment to Agreement is by and between the CITY of MORENO VALLEY, a municipal corporation, hereinafter referred to as "City," and Lim And Nascimento Engineering Corporation a California corporation hereinafter referred to as "Consultant." This Fourth Amendment to Agreement is made and entered into effective on the date the City signs this Amendment.

RECITALS:

Whereas, the City and Consultant entered into an Agreement entitled "AGREEMENT for PROFESSIONAL CONSULTANT SERVICES," hereinafter referred to as "Agreement," dated **July 15, 2008.**

Whereas, the Consultant is providing consultant design services for Indian Detention Basin, Drainage Improvements, and Ironwood Street Improvements from Heacock Street to Nita Drive project.

Whereas, the Agreement was amended on November 11, 2008 to extend the professional consultant design services in the First Amendment to Agreement for Professional Consultant Services.

Whereas, the Agreement was amended on February 11, 2009 to extend the professional consultant design services in the Second Amendment to Agreement for Professional Consultant Services.

Whereas, the Agreement was amended on July 27, 2009 to extend the professional consultant design services in the Third Amendment to Agreement for Professional Consultant Services.

Attachment "B"

AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 09-89791726

Whereas, it is desirable to amend the Agreement to expand the scope of the work to be performed by the Consultant as is more particularly described in Section 1 of this Fourth Amendment.

Whereas, the Consultant has submitted a Proposal dated **July 29, 2009**, for expansion of the scope of work to be performed. A copy of said Proposal is attached as "Exhibit A -- Fourth Amendment" and is incorporated herein by this reference.

SECTION 1 AMENDMENT TO ORIGINAL AGREEMENT:

1.1 The Agreement termination date of **December 30, 2010** is not extended by this Amendment.

1.2 Exhibit "B" to the Agreement is hereby amended by adding to the scope of work section described in "Exhibit A -- Fourth Amendment," entitled "Change Order Request No. 4 – Additional Work and Change of Project Scope."

1.3 Exhibit "D" to the Agreement is hereby further amended by adding to the cost proposal section thereof "Exhibit B -- Fourth Amendment," entitled "Cost Proposal."

1.4 The City agrees to pay the Consultant and the Consultant agrees to receive a "Not-to-Exceed" fee of $55,964.00, as set forth in the above-referenced Cost Summary, in consideration of the Consultant's performance of the work set forth in "Exhibit A -- Fourth Amendment."

1.5 The total "Not to Exceed" fee for this contract is $402,359.00 ($315,300.00 for the original Agreement plus $7,679.00 for the First Amendment to Agreement, $3,300.00 for the Second Amendment to Agreement, $20,116.00 for the Third Amendment to Agreement and $55,964.00 for the Fourth Amendment to Agreement).

AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 09-89791726

SECTION 2

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

SIGNATURE PAGE TO FOLLOW

AMENDMENT TO AGREEMENT FOR
PROFESSIONAL CONSULTANT SERVICES
PROJECT NO. 09-89791726

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

City of Moreno Valley

BY: _____
City Manager

_____
Date

INTERNAL USE ONLY

APPROVED AS TO LEGAL FORM:

_____
City Attorney

_____
Date

RECOMMENDED FOR APPROVAL:

_____
Department Head
(if contract exceeds $15,000)

_____
Date

Lim And Nascimento
Engineering Corporation

BY: _____

TITLE: _____
(President or Vice President)

_____
Date

BY: _____

TITLE: _____
(Corporate Secretary)

_____
Date

Attachments: "Exhibit A – Fourth Amendment"
"Exhibit B – Fourth Amendment"

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Revised Feb 2009

July 14, 2009
(*revised 7/29/09*)

City of Moreno Valley
Public Works Department
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805

Attention: Ms. Margery Lazarus, P.E.

Subject: Change Order Request No. 4 - Additional Work and Change of Project Scope
Project No. 09-89791726
Indian Detention Basin, Drainage Improvements and Ironwood Ave Improvements from Heacock Street to Nita Drive

Dear Ms. Lazarus:

LAN Engineering has been requested by the City of Moreno Valley to provide additional professional services for the Indian Detention Basin, Drainage Improvements and Ironwood Ave Improvements from Heacock Street to Nita Drive. The additional services are for the tasks requested by the City and which were not identified in the City's request for proposal (RFP) nor were they included in the authorized scope of work.

These unanticipated efforts have caused us to exceed our available budget for the project. To assure that we will be able to complete the project, we need to request a change order. The additional services requested by the City include:

- Design and right-of-way efforts for areas beyond the immediate area of the Heacock Street intersection
- Preparing additional cost estimates
- Additional storm drain alternatives development
- Right-of-way coordination for Festival and Sunnymead Mutual Water properties
- Additional environmental biological services

We understand that, although the project construction involves two different funding sources, the design effort is funded by only one source which is the RDA Tax Allocation Bonds (TABS).

SCOPE OF SERVICES

The Scope of Services covered by this change order are as follows:

1. Engineering Design Services for Heacock Street

   A. Additional Right-of-Way requirements was added to the scope of work. The RFP and original scope of work did not indicate the construction of the ultimate southeast corner of the Heacock Street intersection. The decision was made in February 2009 by the City of Moreno Valley to widen the southeast quadrant of Heacock Street

intersection in accordance with the projected 2030 traffic volumes in the Final Traffic Analysis prepared by LAN in December 2008. additional discussions will take place in project team meetings to determine additional project scope and design issues for the construction of the ultimate southeast corner of the Heacock Street intersection. Meetings with agencies and utility companies will be held as needed to coordinate work and improvements impacting their facilities.

B. The decision to construct the ultimate intersection improvements also includes an additional bus bay just east of the Heacock Street intersection. LAN will need to identify the specific traffic signal, storm drain and street improvement elements to be included in the additional right-of-way configuration and coordinate with affected property owners to establish the final right of way map for the ultimate widening. The right of way map needs to be revised based on the feedback of the discussion and research results.

C. LAN was requested to establish the ultimate lane configuration and alignment study for the Ironwood Avenue and Heacock Street intersection. This task included truck turning analysis for truck movement in all directions.

D. LAN provided additional traffic analysis based on the comments from the City in November 2008. The results are provided in the Final Traffic Analysis prepared by LAN in December 2008. The original scope does not require specific analysis for the Heacock Street intersection.

E. LAN provided traffic signal design for the modification of the Heacock Street intersection. The additional traffic signal design also require new striping and signing configuration.

F. Additional survey along south east corner of Heacock Street and Ironwood Intersection, and prepares legal description and plat for the corner parcel along the new additional roadway frontage at this location.

2. Additional Cost Estimates for the City Annual Budget
LAN provided an additional cost estimate for the City in CIP format for the annual budget requirement. The cost estimates had to be reformatted at the request of the City to allow the proper assignment of costs to the appropriate accounts and phases to meet the budgetary constraints.

3. Additional Storm Drain Alternatives for Line H and Line H-1A
Instead of three alternatives as requested in the City's original RFP, a total of seven alternatives were provided per the City's request. For storm drain Line "H", LAN prepared three studies (Alts 1a, 1b, and 2a) per the RFP. Four additional alternatives (Alts 1c, 1d, 2b and 2c). The efforts included changes to pipe sizes and cross-section, running hydraulic calculations, preparing cost estimates, and preparing exhibits.

4. Additional Right-of-Way Coordination for Festival and Sunnymead Mutual Water
LAN was requested to provide additional support for the easement dedication process for the Festival and Sunnymead Mutual Water properties. The additional efforts included strategy meetings, preparation of exhibits for meetings with property owners, and attending and conducting presentation meetings with property owners. The typical design engineering support for right-of-way acquisitions is limited to preparation of right-of-way requirements maps. The above efforts exceed the typical level expected for similar types of projects.

5. Environmental

   A. Pre-Construction Nesting Bird Survey

   In accordance with the project's Mitigation Measures, and the Migratory Bird Treaty Act (MBTA)/California Department of Fish & Game (CDFG) Game Code Section 3513, ECORP will conduct a pre-construction nesting bird survey within 30 days prior to any grading, tree or brush clearing or trimming, grubbing or other project related ground disturbances that is proposed to occur between February 1 through August 31.

   If no nesting birds are observed during the survey, site preparation and construction activities may begin. If an active bird nest is located, the nest site shall be fenced to a distance recommended by the monitoring biologist. Typically this is a minimum of 300 feet from the nest site in all directions (500 feet is typically recommended by CDFG for raptors), until the juveniles have fledged and there has been no evidence of a second attempt at nesting.

FEE PROPOSAL

The proposed fee for the above services is $55,964. Attached is a breakdown of the costs by the Change Order task.

Please review the proposed scope and fee estimates and process the Change Order No. 4 so that we may proceed with the tasks. Should you have any questions, please do not hesitate to call me at (909) 895-0520.

Very truly yours,
Lim And Nascimento Engineering Corporation

Edward Ng, PE
Project Manager
en/nm

cc:

Attachment: Fee Estimates

COST PROPOSAL

	TOTALS
Lim & Nascimento Eng. Corp.	$47,935
ECORP Consulting, Inc.	$1,204
KDM Meridian	$6,824
TOTALS	$55,964

COMPANY:	SCOPE OF WORK	DATE:	REVISION:
Lim & Nascimento Eng. Corp.		7/29/2009	
PROJECT:			
Indian Basin and Ironwood Ave from Heacock St to Nita Dr CCO No. 4		Project Summary	

Lim & Nascimento Eng. Corp. Summary

	$170.00	$170.00	$115.00	$85.00	$85.00	$85.00	$85.00	$115.00	$85.00									
Subtotal	54	64	80	64	12	40	16	30	22									382
Totals	54	64	80	64	12	40	16	30	22									382

ECORP Consulting, Inc. Summary

	$130.00	$80.00																
	1	10																11

KDM Meridian Summary

	$140.00	$115.00	$99.75	$220.50														
	3	8	3	16														30

Summary

Summary

COMPANY:	SCOPE OF WORK	DATE:	REV:
Lim & Nascimento Eng. Corp.	Project Design	7/29/2009	
PROJECT:			
Indian Basin and Ironwood Ave from Heacock St to Nita Dr CCO No. 4			

DIRECT LABOR

	FUNCTION	HOURS		RATE	AMOUNT
Edward Ng, PE	Project Manager	54	@	$170.00	$9,180.00
Mahmoud Khodr, TE, PE	Traffic Engineer	64	@	$170.00	$10,880.00
Paul Lau, PE	Project Engineer	80	@	$115.00	$9,200.00
Nelly Lo	Asst. Engineer	64	@	$85.00	$5,440.00
Heng Chow	Asst. Engineer	12	@	$85.00	$1,020.00
Julian Yap	Asst. Engineer	40	@	$85.00	$3,400.00
YC Hsieh	Asst. Engineer	16	@	$85.00	$1,360.00
Robert Wong	Drainage Engineer	30	@	$115.00	$3,450.00
Alex Lam	Asst. Engineer	22	@	$85.00	$1,870.00
	TOTAL HOURS	382		TOTAL DIRECT LABOR	$45,800.00

MULTIPLIERS

ESCALATION @	(Rate)
OVERHEAD @	(of Total Direct Labor + Escalation)
PAYROLL ADDITIVES @	(of Total Direct Labor + Escalation)
	TOTAL MULTIPLIERS

OTHER DIRECT EXPENSES ••• Billed at Actual Cost •••

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
Printing	1250	@	$1.00	$1,250.00
Mileage	150	@	$0.55	$82.50
			TOTAL OTHER DIRECT EXPENSES	$1,332.50

OUTSIDE SERVICES (w/o fee)

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
ECORP Consulting, Inc.				$1,204.25
KDM Meridian				$6,823.98
			TOTAL OUTSIDE SERVICES	$8,028.23

FEES

OUTSIDE SERVICES ADMIN I	10.00%	(of Total Outside Services & Outside Services Fee	$8,028.23
LIM & NASCIMENTO ENG. CC		(of Total Direct Labor + Total Multipliers)	
OUTSIDE SERVICES @	10.00%	(of Total Labor + Total Multiplier for Outside Servic	
		TOTAL FEES	$802.82
		TOTAL COST	**$47,936.32**

COMPANY:	SCOPE OF WORK	DATE:	REVISION:
Lim & Nascimento Eng. Corp.	Project Design	7/29/2009	
PROJECT:			
Indian Basin and Ironwood Ave from Heacock St to Nita Dr CCO No.			

Total Manhours	54	64	80	64	12	40	16	30	22									382
1. A. Additional Meetings & Reports	10		10					2										22
1. B. Additional R/W Map for Heacock St.	4	8	16	24														52
1. C. Additional Alignment & Truck Turn Study	24	4	8	24			16											76
1. D. Additional Traffic Analysis for Heacock St		4	2															6
1. E. Heacok St Signal/Striping PS$E		48	24	16		24												112
2. Additional Cost Estimates for City Budget			4		12													16
3. Additional Alternative Alignment Study								28	22									50
4. Additional R/W Meetings and Exhibits	16		16			16												48

COMPANY:	SCOPE OF WORK	DATE:	REV:
ECORP Consulting, Inc.	Environmental Survey & Permit Application	7/29/2009	
PROJECT:			
Indian Basin and Ironwood Ave from Heacock St to Nita Dr CCO No. 4			

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS	RATE	AMOUNT
Scott Taylor	Biology Manager	1	$130.00	$130.00
Anthony Mann	Biologist	10	$80.00	$800.00
	TOTAL HOURS	11	TOTAL DIRECT LABOR	$930.00

MULTIPLIERS

ESCALATION @	(Rate)	
OVERHEAD @	(of Total Direct Labor + Escalation)	
PAYROLL ADDITIVES @	(of Total Direct Labor + Escalation)	
	TOTAL MULTIPLIERS	

OTHER DIRECT EXPENSES *** Billed at Actual Cost ***

ITEM	QUANTITY	UNIT	UNIT COST	AMOUNT
digital camera	1	@	$3.50	$3.50
GIS	1	@	$20.00	$20.00
photographs/film	1	@	$3.00	$3.00
cell phone	1	@	$1.00	$1.00
GPS rental	1	@	$10.00	$10.00
Mileage	100	@	$0.51	$50.50
Rental Vehicle	1	@	$30.00	$30.00
aerial photos	1	@	$100.00	$100.00
photocopies b/w	175	@	$0.15	$26.25
photocopies color	30	@	$1.00	$30.00
			TOTAL OTHER DIRECT EXPENSES	$274.25

OUTSIDE SERVICES (w/o fee)

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL
			TOTAL OUTSIDE SERVICES	

FEES

OUTSIDE SERVICES ADMIN FEE @	(of Total Outside Services & Outside Services Fees
ECORP CONSULTING, INC. @	(of Total Direct Labor + Total Multipliers)
OUTSIDE SERVICES @	(of Total Labor + Total Multiplier for Outside Service
	TOTAL FEES
	TOTAL COST $1,204.25

COMPANY:	SCOPE OF WORK	DATE:	REVISION:
ECORP Consulting, Inc.	Environmental Survey & Permit Application	7/29/2009	
PROJECT:			
Indian Basin and Ironwood Ave from Heacock St to Nita Dr CCO No. 4			

Total Manhours	1	10																11
1. Indian Basin Pre-construction Nesting Bird Survey	1	10																11

COMPANY:	SCOPE OF WORK	DATE:	REV:
KDM Meridian	Survey and Legals	7/29/2009	
PROJECT:			
Indian Basin and Ironwood Ave from Heacock St to Nita Dr CCO No. 4			

DIRECT LABOR

PERSONNEL	FUNCTION	HOURS		RATE	AMOUNT
Project Surveyor		3	@	$140.00	$420.00
Survey Technician		8	@	$115.00	$920.00
AutoCAD Drafter		3	@	$99.75	$299.25
2-Man Survey Crew		16	@	$220.50	$3,528.00

TOTAL HOURS 30 — TOTAL DIRECT LABOR $5,167.25

MULTIPLIERS

ESCALATION @	(Rate)	
OVERHEAD @	(of Total Direct Labor + Escalation)	
PAYROLL ADDITIVES @	(of Total Direct Labor + Escalation)	
		TOTAL MULTIPLIERS

OTHER DIRECT EXPENSES *** Billed at Actual Cost ***

ITEM	QUANTITY		UNIT	UNIT COST	AMOUNT
Legal Description & Plat	2	@		$570.00	$1,140.00

TOTAL OTHER DIRECT EXPENSES $1,140.00

OUTSIDE SERVICES (w/o fee)

COMPANY	LABOR	MULTIPLIER	EXPENSES	TOTAL

TOTAL OUTSIDE SERVICES

FEES

OUTSIDE SERVICES ADMIN FEE @	(of Total Outside Services & Outside Services Fees	
KDM MERIDIAN @	10.00% (of Total Direct Labor + Total Multipliers)	$516.73
OUTSIDE SERVICES @	10.00% (of Total Labor + Total Multiplier for Outside Servic	
		TOTAL FEES $516.73

TOTAL COST $8,824

COMPANY: KDM Meridian	SCOPE OF WORK Survey and Legals	DATE: 7/29/2009	REVISION:
PROJECT: Indian Basin and Ironwood Ave from Heacock St to Nita Dr CCO No.			

Total Manhours	3	8	3	16															30
Control		1		4															5
Cross-Sections		1		6															7
Stationing				2															2
R/W Parcel/Lot Topography		1		4															5
Topographic Mapping	1		3																4
C/L & R/W	1	3																	4
Topographic Base	1	2																	3

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council and Redevelopment Agency Chairperson and Board of Directors

FROM: Barry Foster, Economic Development Director

AGENDA DATE: September 8, 2009

TITLE: FIRST AMENDMENT TO THE AFFORDABLE HOUSING AGREEMENT BETWEEN MV RANCHO DORADO II LIMITED PARTNERSHIP AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY FOR THE RANCHO DORADO APARTMENTS

RECOMMENDED ACTION

Staff recommends that the City Council and the Board of Directors of the Community Redevelopment Agency:

1. Approve the First Amendment to the Affordable Housing Agreement between Palm Desert Development Company and the Community Redevelopment Agency of the City of Moreno Valley for the Rancho Dorado Apartments.

BACKGROUND

On May 26, 2009, the City Council and the Board of Directors of the Redevelopment Agency (RDA) adopted resolution number 2009-49 and RDA resolution number 2009-05 authorizing the Affordable Housing Agreement (AHA) between the Palm Desert Development Company and Community Redevelopment Agency of the City of Moreno Valley for the Rancho Dorado Apartments. Rancho Dorado II Limited Partnership is the limited liability partnership created by Palm Desert Development Company for this project.

The Agreement was made to facilitate the construction of the Rancho Dorado affordable housing project, which will include a first phase with 70 units (plus one unit for the project manager) and a later second phase with 79 units. The first phase of this project contains 70 units restricted for low and very low income residents. This phase also contains a manager's unit and amenities including a community center, computer

room, laundry facilities, tot lot, pool and splash park, barbeque and recreational areas. All major project amenities, roads and landscaping for the entire multi-family housing project will be developed with the first phase. A unique component of the project that will come in the first phase is 15 units that will be available for use as Permanent Supportive Housing. These units would be reserved for formerly homeless individuals that have mental disabilities, but have demonstrated the ability to live independently. The RDA has committed $4,750,000 in gap financing assistance for the first phase of Rancho Dorado.

DISCUSSION

The Rancho Dorado Apartments were originally proposed as a 150-unit single-phase affordable apartment complex that will be situated near the southeast corner of Perris Boulevard and John F. Kennedy Drive. However, changes in the financial markets made it necessary to divide the project into two phases.

After the Affordable Housing Agreement (AHA) for the first phase was approved and executed, Palm Desert Development Company - the developer of the project - proceeded to secure their construction financing. In doing so, the affects of the declining tax credit market became evident. As the value of tax credits continued to diminish, the decline adversely affected the financing assumptions of the project, as originally supposed by – the Developer – PDDC. This decline ultimately jeopardized their ability to secure construction financing in this challenging credit market. As a condition of financing, Farmers and Merchant Bank (the construction lender to the project) required PDDC to decrease the overall loan-to-value ratio of the construction loan. As a result, PDDC had to revisit their financing assumptions. To make the numbers work and reduce the loan-to-value ratio, the developer needed assistance from the RDA and requested that a portion of the financing be funded during construction.

After considering the current economic climate; the condition of the tax-credit market; and the importance of the project to the City and its residents, staff determined the request was appropriate and recommends payment acceleration to the RDA Board. Please note that the RDA has accelerated payment with other affordable housing projects including PDDC's Cottonwood Place project. Staff subsequently advised Special Counsel to the RDA, to draft a First Amendment to the Affordable Housing Agreement (Attachment A).

Under the terms of the First Amendment to the Affordable Housing Agreement, the RDA will contribute the $4,750,000 in gap financing agreement, as set forth in the AHA; however, a one-time accelerated payment of $1,500,000 will be funded to the developer during construction. The remaining $3,250,000 will be disbursed per the original timing and terms set forth in the AHA. The Amendment contains specific requirements (Conditions Precedent to Disbursement) that the developer must meet before payments are accelerated and monies are disbursed. These requirements help ensure the loan

made by the RDA remains secure. The RDA's financial assistance will include a Promissory Note secured by a deed of trust recorded against the project.

ALTERNATIVES

1) Approve the First Amendment to the Affordable Housing Agreement between the Redevelopment Agency (RDA) and MV Rancho Dorado II Limited Partnership. *Staff recommends this alternative because it will assist in the timely development of the project and the creation of additional affordable housing opportunities.*

2) Decline to approve the First Amendment to the Affordable Housing Agreement between the Redevelopment Agency (RDA) and MV Rancho Dorado II Limited Partnership. *Staff does not recommend this alternative because declining to approve the amendment will prevent this affordable project from being developed at this time.*

FISCAL IMPACT

Approval of the First Amendment to the AHA will allow $1,500,000 of the $4,750,000 funding approved on May 26, 2009, with the AHA to be accelerated to the developer. The expenditure has been budgeted from the RDA's Affordable Housing Set Aside Funds and has no fiscal impact on the City's General Fund.

Fund	Business Unit	Amount
894	RDA Affordable Housing Fund	$4,750,000

CITY COUNCIL GOALS

Community Image, Neighborhood Pride, and Cleanliness
The Rancho Dorado Apartments will promote community pride and foster an excellent image for Moreno Valley.

SUMMARY

The Rancho Dorado Apartments are a 150-unit affordable housing project that will be constructed in two phases- Rancho Dorado North and Rancho Dorado South. The project site is located on John F. Kennedy Drive, east of Perris Boulevard. The shifts in the credit markets have affected the project's financing; consequently, making it necessary to accelerate payment of a portion of the RDA committed funds to assist with the project. Staff proposes the amendment of the AHA to allow the acceleration of the $1,500,000 payment; the remaining $3,250,000 will be disbursed per the terms and conditions set forth in the original AHA. The Amendment, as drafted, includes conditions to protect the RDA's funding position. Accelerating a portion of the RDA financing has been done previously with other affordable housing projects.

NOTIFICATION

The public has been notified through the publication of the agenda.

ATTACHMENTS/EXHIBITS

Attachment A First Amendment to the Affordable Housing Agreement

Prepared By
Shanikqua Freeman
Acting Management Analyst

Department Head Approval
Barry Foster
Economic Development Director

Concurred By
Michele Patterson
Acting Redevelopment Manager

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

FIRST AMENDMENT TO AFFORDABLE HOUSING AGREEMENT

by and between the

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY

and

MV RANCHO DORADO II LIMITED PARTNERSHIP, a California Limited Partnership

FIRST AMENDMENT TO AFFORDABLE HOUSING AGREEMENT

This **FIRST AMENDMENT TO AFFORDABLE HOUSING AGREEMENT** (the "First Amendment"), dated, for identification purposes only, as of August 25, 2009 (the "First Amendment Date"), is entered into by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY,** a public body, corporate and politic ("Agency") and **MV RANCHO DORADO II LIMITED PARTNERSHIP,** a California Limited Partnership ("Participant"). All terms used herein which are not otherwise defined shall have the meaning set forth in the Original Agency Agreement.

RECITALS

A. Agency is a California redevelopment agency acting under the California Community Redevelopment Law, Part 1 of Division 24 of the Health and Safety Code (the "Redevelopment Law").

B. The Agency and Participant entered into an Affordable Housing Agreement dated as of May 26, 2009 (the "Original AHA"), which provided for Participant to acquire and redevelop, for affordable rental housing purposes, certain real property described therein as the "Site" (capitalized terms not defined herein shall have the meanings set forth therefor in the Original AHA).

C. In addition, the Original AHA provided for the Agency to disburse amount equal to the sum of (a) the City Fee Amount and (b) the lesser of (i) the sum of Sixty-Seven Thousand Eight Hundred Fifty-Seven Dollars ($67,857) for each of the Required Affordable Units developed on the Site; or (ii) the sum of Four Million Seven Hundred Fifty Thousand Dollars ($4,750,000) apart from the City Fee Amount (the "Agency Disbursement Amount") upon the achievement of Stabilized Occupancy.

D. Participant has reviewed the cash requirements in connection with the development of the Improvements and has determined that while there is sufficient funding committed to the Improvements to assure completion, Participant nevertheless requires that disbursement of the Agency Disbursement Amount be made at the respective times and in those respective amounts as set forth in this First Amendment in order to reduce the cost of interest during construction. Participant agrees and acknowledges that: (i) any and all such disbursements are subject to the prior satisfaction of requirements set forth in the corresponding subsection of Section 2 of this First Amendment and all applicable Conditions Precedent to Disbursement (as set forth in Section 3.1 of the Original AHA); and (ii) no moneys will be disbursed by the City with respect to the Improvements or in connection with the activities conducted on the Site and no moneys other than the Agency Disbursement Amount will be disbursed by the Agency with respect to the Improvements or in connection with the activities conducted on the Site. This First Amendment to Affordable Housing Agreement (the "First Amendment") is, together with the Original AHA, referred to herein as the "AHA." Except as expressly amended hereunder the Original AHA shall remain in full force and effect.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. Capitalized terms shall have the meanings established under the Original AHA. Agency is a California redevelopment agency acting under the California Community

Redevelopment Law, Part 1 of Division 24 of the Health and Safety Code (the "Redevelopment Law").

2. Subsections (b) and (c) of Section 3.1 of the Original AHA are modified to read as follows:

"(b) **Evidence of Permanent Financing**. Participant shall have provided written proof acceptable to Agency that Participant has funding commitments in an amount of not less those items set forth as "Sources" in the sources and uses shown in Attachment No. 19 to the Original AHA, including without limitation a commitment from the State of California as to the MHSA Amount and a commitment from the County as to $650,000 under the HOME Agreement.

"(c) **Allocation of 9% Tax Credits**. TCAC shall have issued a reservation of 9% Tax Credits and the Participant shall have satisfied all conditions precedent to such reservation. The parties recognize that the Participant intends to exchange the 9% Tax Credits for Section 1602 funds provided under the American Recovery and Reinvestment Act of 2009. TCAC shall have issued a preliminary conditional reservation letter regarding Section 1602 funds, and the Participant shall have accepted such letter."

3. Section 4.16.1 of the Original AHA is modified to read as follows:

"(a) Provided that except as for Section 3.1(j) herein, each of the Conditions Precedent to Disbursement have first been met and the Participant has executed and delivered to Agency a "Participant Certificate" (in the form of Attachment No. 17 to the Original AHA), the Agency will disburse to the Participant the sum of One Million Five Hundred Thousand Dollars ($1,500,000) as the "Initial Disbursement" from the Agency Disbursement Amount within ten (10) days after the later to occur of: (A) the twentieth (20th) day following the First Amendment Date or (B) the date by which Participant shall have fully satisfied, as determined in good faith by the Executive Director, each of the Conditions Precedent to Disbursement; and

(b) Provided that each of the Conditions Precedent to Disbursement have first been met and Participant executes and delivers to Agency after the achievement of Stabilized Occupancy and the Participant executes and delivers to Agency a "Participant Certificate" (in the form of Attachment No. 17 to the Original AHA), the Agency will disburse to the Participant, as the final disbursement of the Agency Disbursement Amount, an amount equal to the lesser of (i) the sum of Forty-Six Thousand Four Hundred Twenty-Nine Dollars ($46,429) for each of the Required Affordable Units developed on the Site; or (ii) the sum of Three Million Two Hundred Fifty Thousand Dollars ($3,250,000) within ten (10) days after the later to occur of: (A) the receipt by Agency of a certificate by the Participant in the form of Attachment No. 20 hereto (the "First Amendment Additional Certificate") following achievement of Stabilized Occupancy or (B) the date by which Participant shall have fully satisfied, as determined in good faith by the Executive Director, each of the Conditions Precedent to Disbursement.

4. Section 4.16.2 of the Original AHA is modified to read as follows: Excepting only to the extent otherwise expressly set forth in Section 3(a) of the First Amendment concerning the Initial Disbursement, the Agency shall have no obligation to disburse and shall not disburse any portion of

the Agency Disbursement Amount unless and until all of the Conditions Precedent to Disbursement are first satisfied and Stabilized Occupancy has been achieved.

5. Participant reaffirms each and every representation and warranty as provided by Participant under the Original AHA as to each of the Original AHA and this First Amendment. Each such representation and warranty by Participant shall be deemed to be an ongoing representation and warranty.

6. This First Amendment is made for the purpose of setting forth rights and obligations of Participant and Agency, and no other person (except for the City) shall have any rights hereunder or by reason hereof. Except for the City, which shall be deemed to be a third party beneficiary of the Original AHA and this First Agreement (including without limitation the Attachments hereto), there shall be no third party beneficiaries of the Original AHA or this First Amendment.

7. Participant agrees to defend (by counsel satisfactory to Agency), indemnify and save harmless the Agency, the City and their officers, agents and employees from and against any claims, damages, demands, actions, losses, liabilities, costs, expenses (including, without limitation, attorneys fees and court costs) arising from or relating to the Original AHA and this First Amendment.

8. The Original AHA, as modified hereby, shall remain in full force and effect.

9. This First Amendment shall be interpreted to effectuate the terms of the Original AHA as expressly modified hereby, in accordance with the laws of the State of California, and as if prepared and reviewed equally by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed as of August 25, 2009.

PARTICIPANT:

MV RANCHO DORADO II LIMITED PARTNERSHIP,
a California Limited Partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ron Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)

By: _____
James M. Jernigan
Its: CFO/Secretary

AGENCY:

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

By:_____
Robert G. Gutierrez, Executive Director

ATTEST:

_____
Jane Halstead, Secretary

ATTACHMENT NO. 20

FIRST AMENDMENT ADDITIONAL CERTIFICATE

_____, 2009 (the "Date of First Amendment Additional Certificate")

Community Redevelopment Agency of the City of Moreno Valley
14177 Frederick Street
PO Box 88005
Moreno Valley, CA 92552-0800
Attention: Executive Director

Re: Affordable Housing Agreement by and between the Community Redevelopment Agency (the "Agency") and MV Rancho Dorado II Limited Partnership, a California limited partnership (the "Participant"), dated as of May 26, 2009 (the "Original AHA") as amended by a First Amendment to Affordable Housing Agreement by and between the Agency and the Participant dated as of August 25, 2009 (the "First Amendment" and together with the Original AHA, the "AHA")

Ladies and Gentlemen:

The undersigned as Participant under the AHA does hereby state, declare, certify, represent and warrant to the Agency, its officers, agents and employees as follows:

1. Participant has reviewed, executed and is familiar with the terms of the AHA. All capitalized terms herein shall have the meanings established therefor in the AHA.

2. The AHA is in full force and effect and shall remain in full force and effect.

3. Participant has been advised by legal counsel of its change in connection with the AHA (including without limitation all attachments thereto) and this Certificate and executes this Certificate with knowledge that the Agency will disburse moneys to the Participant in reliance upon this First Amendment Additional Certificate ("First Amendment Additional Certificate").

4. Participant reaffirms each and every representation and warranty as provided by Participant under the Original AHA and the First Amendment.

5. Participant has not, prior to the Date of First Amendment Additional Certificate transferred the Agreement, the Site, or any rights of Participant therein.

6. Participant certifies that: (i) the financing assumptions for the Improvements as set forth in the Participant Application for Financial Assistance have not changed, excepting for the need for the Agency to disburse the Agency Disbursement Amount as provided in Section 4.16.1 of the Agreement; and(ii) the Participant has complied with all applicable laws in connection with the construction of the Improvements, including without limitation provisions pertaining to the requirement, if applicable, for the payment of prevailing wages.

7. Participant represents and warrants that each of the Conditions Precedent to Disbursement has been satisfied.

8. Participant is not aware of and has received no notice from any governmental agency that there are Hazardous Materials on the Site.

9. Participant has complied with all applicable laws in connection with the design and construction of the Improvements.

10. Participant acknowledges that Agency will rely upon this First Amendment Additional Certificate and will disburse moneys in reliance thereon.

11. There are no defaults under the AHA.

12. Participant has received no stop notice or notice of any lien, claim or liability concerning the Site.

13. Participant executes and delivers this First Amendment Additional Certificate for the benefit and protection of the Agency and to induce reliance thereon by the Agency with full knowledge that the Agency is relying on this First Amendment Additional Certificate in connection with the disbursement of moneys to or for the benefit of the Participant.

IN WITNESS WHEREOF, the undersigned, as Participant, has executed this First Amendment Additional Certificate as of the date first written above.

PARTICIPANT

MV RANCHO DORADO II LIMITED PARTNERSHIP,
a California Limited Partnership

By: HOUSING CORPORATION OF AMERICA,
a Utah nonprofit corporation
(Its: Managing General Partner)

By: _____
Ron Olson
Its: President

By: PALM DESERT DEVELOPMENT COMPANY,
a California corporation
(Its: Administrative General Partner)

By: _____
James M. Jernigan
Its: CFO/Secretary

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ORDINANCE NO. 793

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING P08-060 (SPECIFIC PLAN AMENDMENT) TO REALIGN KRAMERIA AVENUE BETWEEN IRIS AVENUE AND HEACOCK STREET AND DOWNGRADE KRAMERIA AVENUE FROM A MINOR ARTERIAL TO A INDUSTRIAL COLLECTOR IN THE MORENO VALLEY INDUSTRIAL SPECIFIC PLAN (SP 208) AS DESCRIBED IN THE RESOLUTION, AND THE REVISED SPECIFIC PLAN MAPS ATTACHED TO THE RESOLUTION AS EXHIBITS A, B, C AND D.

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. An Initial Study has been completed for P08-060 (Specific Plan Amendment). Based upon the Initial Study, a determination has been made that this project will not result in the potential for significant impacts to the environment. Therefore, the adoption of a Mitigated Negative Declaration is appropriate.

SECTION 2: FINDINGS

2.1 Based upon substantial evidence presented to the City Council during the public hearing on May 26, 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: This Specific Plan Amendment (SPA) would revise the designation and design of Krameria Avenue as follows:

   - The existing design of Krameria Avenue from future "A" Street to Heacock Street would be modified;

- The segment of Krameria Avenue from Indian Avenue to Heacock Street would be changed from Minor Arterial to Industrial Collector designation.

The City of Moreno Valley General Plan Circulation Element and Moreno Valley Industrial Area Specific Plan (Specific Plan 208) shows Krameria Avenue as ultimately being constructed to Heacock Street. The proposed GPA would remove the existing curvilinear design of the street which would extend along the Perris Valley Channel from future "A" Street to Heacock Street and replaces it with a left turn from future "A" Street.

The proposed realigning of Krameria Avenue will enable project to develop the site more efficiently while creating a functional and safe circulation system. The existing design has the potential of promoting high vehicle speeds from Indian Avenue to Heacock Street. A vehicle driving down the proposed Krameria Street will be required to make a left turn onto future "A" Street, slowing down its speed, thus creating a safer environment. The redesign would also reduce the likelihood of mixing industrial truck traffic with residential commuter traffic.

Since the proposed Specific Plan Amendment meets the current General Plan's goals of a circulation system that fosters traffic safety and the efficient movement of vehicles, 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: This Specific Plan Amendment (SPA) would revise the designation and design of Krameria Avenue as follows:

- The existing design of Krameria Avenue from future "A" Street to Heacock Street would be modified;
- The segment of Krameria Avenue from Indian Avenue to Heacock Street would be changed from Minor Arterial to Industrial Collector designation.

The City of Moreno Valley General Plan Circulation Element and Moreno Valley Industrial Area Specific Plan (Specific Plan 208) shows Krameria Avenue as ultimately being constructed to Heacock Street. The proposed GPA would remove the existing curvilinear design of the street which would extend along the Perris Valley Channel from future "A" Street to Heacock Street and replaces it with a left turn from future "A" Street.

The proposed realigning of Krameria Avenue will enable project to develop the site more efficiently while creating a functional and safe circulation system. The existing design has the potential of promoting high vehicle speeds from Indian Avenue to Heacock Street. A vehicle driving down the proposed Krameria Street will be required to make a left turn onto future "A" Street, slowing down its speed, thus creating a safer environment. The redesign would also reduce the likelihood of mixing industrial truck traffic with residential commuter traffic.

Since the proposed Specific Plan Amendment meets the current General Plan's goals of a circulation system that fosters traffic safety and the efficient movement of vehicles, the project would not conflict with the goals, objectives, policies or programs of the General Plan.

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 Specific Plan Amendment will not adversely affect the public health, safety or general welfare. An initial study of the potential environmental impacts of the amendment has been conducted in accordance with the provisions of the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration has been considered and prepared, and there is no evidence that the proposed Specific Plan Amendment will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole.

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 requirements of the City's Municipal Code and other regulations applicable to a Specific Plan Amendment. With the proposed Specific Plan Amendment, the proposal is to would remove the existing curvilinear design of the street which would extend along the Perris Valley Channel from future "A" Street to Heacock Street and replaces it with a left turn from future "A" Street in the Moreno Valley Industrial Specific Plan (SP 208). As proposed, the Specific Plan Amendment is consistent with the purposes and intent of Title 9.

SECTION 3 : SPECIFIC PLAN AMENDED

3.1 On Page IV-7, Section d. (Minor Arterials), the Moreno Valley Industrial Specific Plan (SP 208) minor arterials will include the following:

- Nandina Avenue (between Indian Street to Perris Boulevard)

- Indian Street

3.2 On Page IV-8, Section e. (Collector Streets), the Moreno Valley Industrial Specific Plan (SP 208) minor arterials will include the following:

Collector streets planned for the construction and improvement within the Project site include:

- Krameria Avenue (between Indian Street to Heacock Street)

3.3 On Page V-14, under Minor Arterials (88' ROW):

- Nandina Avenue (between Indian Street to Kitching Street Perris Boulevard)
- Indian Street

3.4 On Page V-14, under Industrial Collector (78' ROW)

- Krameria Avenue (between Indian Street to Heacock Street)

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 8th day of September, 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. 794

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING SECTION 12.36.010 OF CHAPTER 12.36 OF TITLE 12 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, REVISING THE DESIGNATION OF TRUCK ROUTES.

The City Council of the City of Moreno Valley does ordain as follows:

SECTION 1. MUNICIPAL CODE AMENDED:

Section 12.36.010 of Chapter 12.36 of Title 12 of the City of Moreno Valley Municipal Code is amended in its entirety to read as follows:

"12.36.010 Truck Routes Established. The following Streets and portions thereof are designated and established as truck routes:

Street	Limits
Alessandro Boulevard	Interstate Route 215 to the Easterly City Limits
Cactus Avenue	Interstate Route 215 to Perris Boulevard
Elsworth Avenue	Alessandro Boulevard to Cactus Avenue
Frederick Street	Cactus Avenue to Sunnymead Boulevard
Gilman Springs Road	State Highway 60 to the Eastern~~n~~ly City Limits
Graham Street	Alessandro Boulevard to Cactus Avenue
Heacock Street	San Michele Road to Reche Vista Drive
Indian Street	San Michele Road to the Southern~~n~~ly City Limits
Ironwood Avenue	Pigeon Pass Road to Perris Boulevard
	~~Moreno Beach Drive to Theodore Street~~
Moreno Beach Drive	Alessandro Boulevard to ~~Ironwood Avenue~~
	The SR-60 westbound on/off ramp

Nandina Avenue	Perris Boulevard to Indian Street
Perris Boulevard	Ironwood Avenue to ~~Oleander Avenue~~
	The Southerly City Limits
Pigeon Pass Road	Sunnymead Boulevard to Ironwood Avenue
Reche Vista Road	Heacock Street to Northern~~n~~ly City Limits
Redlands Boulevard	Alessandro Boulevard to Northern~~n~~ly City Limits
San Michele Road	Perris Boulevard to Heacock Street
Sunnymead Boulevard	Frederick Street to Perris Boulevard
Theodore Street	Alessandro Boulevard to Ironwood Avenue

The City does not intend by this chapter to regulate, or to attempt to regulate traffic or parking on any Federal or State highway."

SECTION 2. 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 3. 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 4. EFFECTIVE DATE:

This ordinance shall take effect thirty days after the date of its adoption.

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

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: September 8, 2009

TITLE: AGREEMENT FOR CONVEYANCE OF PROPERTY FOR THE PARTIAL ACQUISITION OF APN'S 488-090-031 AND 488-090-051 FOR THE SR-60/NASON STREET INTERCHANGE IMPROVEMENTS PROJECT -- PROJECT NO. 98-25897

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve and execute the "Agreement for Conveyance of Property" for the partial acquisition of APN's 488-090-031 and 488-090-051 and authorize the City Manager to execute said Agreement in the form attached hereto.

2. Authorize a purchase order in the total amount of $374,600 ($359,600 for the purchase price and $15,000 for escrow fees) when the Agreement has been signed by all parties (Account No. 125.89720).

3. Authorize the Financial & Administrative Services Director to wire transfer funds into escrow in the amount of $374,600 ($359,600 for the purchase price and $15,000 for escrow fees) for the partial acquisition of APN's 488-090-031 and 488-090-051.

BACKGROUND

The Target Corporation property is located north of Fir Avenue and east of Nason Street and is currently owned by Target Corporation. The parcel is improved with a Target shopping center, containing approximately 15.76 acres, and is zoned "CC," Community Commercial. The Nason Street Improvement project proposes to construct eastbound on/off ramps, westbound on/off ramps, and road improvements on Nason Street from

Fir Avenue to Elder Avenue. The purpose of the project is to alleviate congestion, enhance freeway access, and accommodate future ultimate bridge widening.

DISCUSSION

The City is acquiring a slope easement (Attachment "B") consisting of 29,875 square feet and a temporary construction easement (Attachment "C") consisting of 42,246 square feet on the Target property to construct the improvements on Nason Street.

An appraisal of the Target property was prepared on January 12, 2009 by Donahue Appraisal Associates. Overland, Pacific & Cutler, the City's acquisition consultants, presented the written offer to the property owner and an amicable settlement was reached. The property owner signed the Agreement on August 24, 2009.

The partial acquisition of this property will allow the City to move forward with the SR-60/Nason Street Interchange Improvement Project.

ALTERNATIVES

1. Approve and execute the "Agreement for Conveyance of Property" for the partial acquisition of APN's 488-090-031 and 488-090-051 and authorize the City Manager to execute said Agreement in the form attached hereto; authorize a purchase order in the total amount of $374,600 ($359,600 for the purchase price and $15,000 for escrow fees) when the Agreement has been signed by all parties (Account No. 125.89720); and authorize the Financial & Administrative Services Director to wire transfer funds into escrow in the amount of $374,600 ($359,600 for the purchase price and $15,000 for escrow fees) for the partial acquisition of APN's 488-090-031 and 488-090-051. *This alternative will facilitate the timely construction of the project.*

2. Do not approve and execute the "Agreement for Conveyance of Property" for the partial acquisition of APN's 488-090-031 and 488-090-051 and do not authorize the City Manager to execute said Agreement in the form attached hereto; do not authorize a purchase order in the total amount of $374,600 ($359,600 for the purchase price and $15,000 for escrow fees) when the Agreement has been signed by all parties (Account No. 125.89720); and do not authorize the Financial & Administrative Services Director to wire transfer funds into escrow in the amount of $374,600 ($359,600 for the purchase price and $15,000 for escrow fees) for the partial acquisition of APN's 488-090-031 and 488-090-051. *This will delay the construction of the project.*

FISCAL IMPACT

The SR-60/Nason Street Interchange Improvement Project is funded through Measure "A" (Fund 125). Additionally the City has successfully obtained approximately $7.4 million of federal matching funds, which consist of Congestion Management and Air

Quality ($700,000), Surface Transportation Program ($2.2 million) and Transportation Efficiency Act of the 21st Century ($4.5 million) demonstration funds.

This acquisition is eligible for reimbursement from federal matching funds. There is no impact to the General Fund.

FY 2009/2010 BUDGETED FUNDS

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

FY 2009/2010 ESTIMATED RELOCATION & CONSTRUCTION COSTS

Estimated Interchange Construction Costs	$ 7,540,000
Utility Relocation – EMWD & SCE	$ 1,583,000
Partial Acquisition of APN's 488-090-031 & -051	$ 375,000
Remaining Interchange Right-of-Way Acquisition	$ 1,516,000
Total Estimated Costs	**$11,014,000**

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

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

SUMMARY

The partial acquisition of APNS 488-090-031 and 488-090-051, along with other properties needed for the project, will allow the City to move forward with the SR-60/Nason Street Interchange Improvement Project. The acquisition is eligible for reimbursement from federal matching funds.

ATTACHMENTS

Attachment "A" – Agreement for Conveyance of Property (APN's 488-090-031 and 488-090-051)
Attachment "B" – Slope Easement
Attachment "C" – Temporary Construction Easement

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\Agmt for Conveyance of Property - APN 488-090-031 & -051 Staff Report- 090809.doc

AGREEMENT
FOR CONVEYANCE OF PROPERTY

THIS AGREEMENT is entered into by and between Target Corporation, a Minnesota corporation ("Grantor"), and the CITY OF MORENO VALLEY, a municipal corporation ("Grantee").

RECITALS

A. Grantor owns certain real property located along the northeast corner of Nason Street and Fir Avenue, in Moreno Valley, California, bearing Assessor Parcel No. 488-090-031 and 051 (the "Property").

B. Grantee desires to purchase a slope easement and a temporary construction easement in a portion of the Property, and Grantor desires to sell and convey a slope easement and a temporary construction easement in a portion of the Property as described in Exhibit "A" and Exhibit "B" attached hereto and made a part hereof (the "Easements").

C. The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Easements.

AGREEMENT

The parties therefore agree as follows:

1. PURCHASE.

Grantee agrees to buy and Grantor agrees to sell and convey the Easements for the purchase price and upon the terms and conditions hereinafter set forth. The Purchase Price, defined below, is acknowledged by both parties to be fair market value for the Easements.

2. ESCROW.

Upon execution of this Agreement by all parties, Grantee shall open an escrow (the "Escrow") with Stewart Title Company (the "Escrow Holder") for the purpose of consummating the purchase and sale of the Easements. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to consummate this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions of sale:

2.1 PURCHASE PRICE.

Attachment "A"

The total purchase price for the Easements shall be the lump sum of Three Hundred Fifty Nine Thousand, Six Hundred Dollars ($359,600.00) which shall be paid by Grantee to Grantor through Escrow Holder in cash at Close of Escrow.

2.2 CLOSE OF ESCROW.

Escrow shall close on or before ninety (90) days following the execution of this Agreement (the "Close of Escrow"). If the Escrow is not in a condition to close by the Close of Escrow, this Agreement shall be null and void and all items held by Escrow Holder shall be returned to the party that deposited such item with Escrow Holder.

2.3 CONDITION OF TITLE TO THE EASEMENT.

Grantee intends to obtain a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by a title insurance company to be selected by Grantee in an amount equal to the purchase price.

2.4 ESCROW AND CLOSING COSTS.

Grantee shall pay the cost of the Title Policy, all Escrow fees (including reconveyance fees, trustee's fees or forwarding fees for any partial reconveyance or subordination of a deed of trust or mortgage), and all recording costs incurred herein. All parties acknowledge that Grantee is exempt from payment of documentary transfer taxes.

2.5 INTENTIONALLY DELETED.

2.6 DEPOSIT OF FUNDS AND DOCUMENTS.

A. Prior to Close of Escrow, Grantee shall deposit into Escrow (i) all Escrow and Closing Costs as described above; (ii) the purchase price to be paid to Grantor through Escrow; (iii) properly executed and acknowledged Acceptance Certificates for each of the Easements legally binding Grantee to the terms thereof; and (iv) such other documentation as is necessary to close Escrow in conformance herewith.

B. Prior to the Close of Escrow, Grantor shall deposit into Escrow (i) the properly executed Easement Deeds conveying the Easements, and (ii) such other documents, if any, as are necessary to close Escrow in conformance herewith.

2.7 GRANTEE'S CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

The Close of Escrow is subject to the following conditions:

A. All representations and warranties of Grantor set forth in this Agreement shall be true and correct as of the Close of Escrow.

B. Grantor shall timely perform all obligations required by the terms of this Agreement to be performed by them.

C. The title company is willing to issue the Title Policy in a form acceptable to Grantee.

2.8 GRANTOR'S CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

For the benefit of Grantor, the Close of Escrow shall be conditioned upon all representations and warranties of Grantee set forth in this Agreement being true and correct as of the Close of Escrow and the timely performance by Grantee of all obligations required of Grantee by the terms of this Agreement.

3. POSSESSION OF EASEMENTS.

Grantor hereby agrees that Grantee may take possession of the Easements and begin construction of the works of improvement thereon as of the date of execution of this Agreement, prior to the Close of Escrow. If escrow does not close within the ninety (90) day period provided for in Section 2.2 above, Grantee may continue in possession of the Easements if Grantee initiates an action in eminent domain for the taking of the Easements.

4. REPRESENTATIONS AND WARRANTIES OF GRANTOR.

Grantor makes the following representations and warranties, each of which shall survive the Close of Escrow:

A. Grantor has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Grantor pursuant hereto, and all required actions and approvals therefor have been duly taken and obtained.

B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Grantor is and shall be duly authorized to sign the same on Grantor's behalf and to bind Grantor thereto.

C. This Agreement and all documents to be executed pursuant hereto by Grantor are and shall be binding upon and enforceable against Grantor in accordance with their respective terms.

D. Grantor will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in anyway interfere with Grantee's use of the Easement Areas without the prior written consent of Grantee.

These representations and warranties shall survive the Close of Escrow.

5. REPRESENTATIONS AND WARRANTIES OF GRANTEE.

A. Grantee shall repair and restore any improvements or land (other than the Easement property and any improvements located thereon) belonging to Grantor that may be damaged by Grantee or Grantee's contractor during construction of the works of improvement for which the Easements are conveyed, provided that this Section shall not be construed to require Grantee to pay for the use for which the Easements are intended.

B. Grantee shall save harmless and indemnify Grantor against any and all claims, demands, suits, judgments, expenses, and costs on account of injury to, or death of, persons, or loss of, or damage to, property of others, incurred during or proximately caused by acts or omissions of Grantee or Grantee's contractor in the performance of any work by Grantee or Grantee's contractor to construct the works of improvement for which the Easements are conveyed.

C. Grantee has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Grantee pursuant hereto, and all required actions and approvals therefor have been duly taken and obtained.

D. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Grantee is and shall be duly authorized to sign the same on Grantee's behalf and to bind Grantee thereto.

E. This Agreement and all documents to be executed pursuant hereto by Grantee are and shall be binding upon and enforceable against Grantee in accordance with their respective terms.

These representations and warranties shall survive the Close of Escrow.

6. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE.

A. By execution of this Agreement, Grantor, on behalf of itself and its respective heirs, executors, administrators, successors and assigns, hereby acknowledge that payment of the purchase price pursuant to this Agreement provides full payment for the acquisition of the Easements by Grantee, and Grantor, effective upon Close of Escrow, hereby expressly and unconditionally waives any and all claims for damages, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable precondemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement, it being understood that this is a complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Easements.

B. This Agreement arose out of Grantee's efforts to acquire the Easements through its municipal authority. The parties agree that this Agreement is a settlement of claims in order to avoid litigation and shall not in any manner be construed as an admission of the fair market value of the Easements or of the Property or of liability by any party to this Agreement. Grantor, effective upon Close of Escrow, on behalf of itself

and its respective heirs, executors, administrators, successors and assigns, hereby fully release Grantee, its successors, agents, representatives, and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Grantee's efforts to acquire the Easements or to construct works of improvement thereon, or any preliminary steps thereto, except as set forth in Section 5 above and in the Easements.

C. Grantor hereby acknowledges that it has been advised by its attorney and is familiar with the provisions of California Civil Code section 1542, which provides as follows:

> "A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Grantor acknowledge that they may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Grantor hereby acknowledges that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waives any and all rights which they may have under California Civil Code section 1542, or under any statute or common law or equitable principal of similar effect, except as set forth in Section 5 above and in the Easements.

This acknowledgment and release shall survive the Close of Escrow.

7. REMEDIES

If Grantor defaults under this Agreement, then Grantee may, at Grantee's option, terminate the Escrow or initiate an action for specific performance of this Agreement, or pursue any other rights or remedies that Grantee may have at law or in equity. If Grantee defaults under this Agreement, then Grantor may, at Grantor's option, terminate the Escrow or pursue any rights or remedies that Grantor may have at law or in equity.

8. MISCELLANEOUS.

A. Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Grantor: Target Corporation

Property Development
Attn: Matt Wise, Real Estate Manager,
Existing Stores
1000 Nicollet Mall, TPN-12H
Minneapolis, MN 55403

Grantee:

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

Any party hereto may, from time to time, by written notice to the other parties, designate a different address, which shall be substituted for the one specified above. Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other documents in the United States mail.

B. Time of Essence. Time is of the essence with respect to each and every provision hereof.

C. Assignment. Neither this Agreement, nor any interest herein, shall be assignable by any party without prior written consent of the other party.

D. Governing Law. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

E. Inurement. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto. Notwithstanding the foregoing, this Agreement may not be assigned by Grantee, voluntarily or involuntarily, by operation of law or otherwise, except to CalTrans. Any purported or attempted assignment in violation of this Agreement shall be null and void and of no effect.

F. Attorneys Fees. If any legal action, arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with the Agreement, the successful or prevailing party shall be entitled to recover actual attorneys fees (including fees for in-house counsel, paraprofessionals and similar personnel and disbursements) and other costs it incurs in that action or proceeding, in addition to any other relief to which it may be entitled. The parties agree that actual attorneys' fees shall be based on attorney's fees actually incurred (based on the attorneys' customary hourly billing rates including, but not limited to, equivalent rates for in-house counsel) rather than the court or arbitrator making an independent inquiry concerning reasonableness. The venue of any

such action, arbitration, lawsuit or other proceeding or litigation may, at the option of the Grantee, be laid in Riverside County, California, and the parties waive any right to change of venue.

G. Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

H. Additional Documents. The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

I. Confidentiality. Grantor will keep confidential the terms of this Agreement and refrain from disclosing or causing same to be disclosed to any person or entity not specifically released herein. In no event, however, shall Grantor be required to refrain from disclosing the terms of this Agreement where: (i) it is legally required to do so, whether by statute, court order, process or otherwise; or (ii) disclosure is required or necessary to enforce any right, duty, obligation or release arising under the terms of this Agreement; or (iii) disclosure is required or necessary in order for Grantor, or any of its agents or employees, to maintain or compile their personal or business books or records; or (iv) disclosure is necessary or required in order for Grantor, or any of its agents or employees, to prepare and file income tax returns or any other forms required by any governmental, administrative or regulatory entities, boards or authorities.

J. No Admissions. This Agreement is a compromise and settlement of outstanding claims between the parties relating to Grantee's acquisition of the Easements and shall never be treated as an admission by either party to the Agreement for any purpose in any judicial, arbitration or administrative proceeding between the parties. This paragraph shall not apply to any claim that one may have against the other for breach of any provision or covenant of this Agreement.

K. No Merger. All representations, warranties, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Easement Deeds for the Easements.

L. Ratification. This Agreement is subject to approval and ratification by the City Council of the City of Moreno Valley. If this Agreement is not so approved and ratified within ninety (90) days of execution by Grantor, then Grantor's execution and delivery of this Agreement shall automatically be null and void and of no further force and effect.

M. Broker. Grantor and Grantee each represent and warrant to the other that no broker, agent or finder has been engaged by it in connection with the transaction contemplated by this Agreement and that all negotiations relative to these instructions and

this transaction have been carried out by such party directly with the other party without the intervention of any person in such a manner as to give rise to any valid claim against either of the parties for a broker's commission, finder's fee or other like payment. Each of the parties shall indemnify and defend the other party and hold it harmless from any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, which the other party may incur or sustain by reason of or in connection with any misrepresentation or breach of warranty by the indemnifying party with respect to the foregoing.

N. Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

O. Legal Advice and Review. The parties hereby acknowledge that they have entered into this Agreement upon their own volition and have not relied upon the other party for any interpretation or legal advice relating hereto. The parties acknowledge that they have had an opportunity to have this Agreement reviewed by legal counsel of their choice. Therefore, the parties acknowledge their intent that this Agreement be construed as having been jointly created and that neither party shall be determined to be the drafter hereof.

9. SPECIAL CONDITIONS FOR SLOPE EASEMENT. From and after Grantee's assignment of the Slope Easement to CALTRANS, Grantee shall assist and cooperate with efforts of Grantor in any addressing any unsatisfactory actions or omissions of CALTRANS in its use of the Slope Easement. The terms of this Section 9 shall survive Close of Escrow.

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

DATED: 8/24/09 Grantor: Target Corporation,
a Minnesota Corporation

By: _____
Name:
Its: *Joan Ahrens*
Director Real Estate
Target Corporation

By: _____
Name:
Its:

DATED: _____ Grantee: CITY OF MORENO VALLEY

By: _____

Its: _____

Attest: _____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT "A"

That portion of Parcel 1 of PARCEL MAP No. 34411, in the City of Moreno Valley, County of Riverside, State of California, as shown by map on file in Book 217 of Parcel Maps, pages 67 through 72 inclusive, Records of said County, described as a whole as follows:

COMMENCING at the intersection of the centerline of Nason Street and the westerly prolongation of the most southerly line of LOT "A" as shown on said Parcel Map No. 34411; thence at right angles to said centerline South 89°32'02" East 19.684 meters (64.58 feet) to the **POINT OF BEGINNING,** being a point in the easterly line of Nason Street, as described in Grant Deed to the State of California recorded June 15, 1961 as Instrument No. 51259, Official Records of said County, and as shown on Right-of-Map No.'s 414533 and 905543, on file in Caltrans' District 8 Office; thence continuing along said westerly prolongation and along the line common to said Parcel 1 and said LOT "A", South 89°32'02" East 24.887 meters (81.65 feet) to an angle point in the westerly line of said Parcel 1, thence along the westerly and northerly lines of said Parcel 1, the following three (3) courses;

North 00°33'45" East 65.808 meters (215.91 feet),
North 60°40'47" East 17.340 meters (56.89 feet),
North 75°36'10" East 86.131 meters (282.58 feet); thence leaving said northerly line,

South 14°23'50" East 3.600 meters (11.81 feet); thence South 75°36'10" West 85.660 meters (281.04 feet); thence South 60°40'47" West 14.785 meters (48.51 feet); thence South 00°33'45" West 52.908 meters (173.58 feet); thence South 13°59'15" West 24.369 meters (79.95 feet); thence South 02°08'08" West 44.857 meters (147.17 feet); thence South 18°07'32" West 26.638 meters (87.39 feet); thence South 07°50'06" West 28.911 meters (94.85 feet) to the southerly line of said Parcel 1; thence along said southerly line and the westerly prolongation thereof North 89°32'02" West 11.108 meters (36.44 feet) to a point in the easterly line of said Nason Street, said line being that certain Course "A", as described in said Instrument No. 51259, and as shown on said right-of-way maps, said easterly line being parallel and distant easterly 18.288 meters (60.00 feet) from the centerline of said Nason Street; thence along said easterly line North 00° 27' 58" East 64.012 meters (210.01 feet) to an angle point therein; thence continuing along said easterly line and along the right-of-way as described in said Instrument 51259 and as shown on said right-of-way maps North 02°08'25" East 47.784 meters (156.77 feet) to the **POINT OF BEGINNING.**

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6.

Multiply all distances shown by 1.00006355 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature _____
JAMES L. ELLIOTT, L.S. 6334
Expires 12/31/10

Date 2-06-2009

08-RIV-60-KP 29.61-20787 (20787-1)

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EXHIBIT "B"

That portion of Parcel 1 of PARCEL MAP No. 34411, in the City of Moreno Valley, County of Riverside, State of California, as shown by map on file in Book 217 of Parcel Maps, pages 67 through 72 inclusive, Records of said County, said portion described as follows.

COMMENCING at an angle point in the southerly line of said Parcel 1, said point being the most northerly corner of Parcel 24 as shown on said map, said southerly line being a curve concave northerly, having a radius of 152.391 meters (499.97 feet), a radial line to said point bears South 14°32'57" East; thence southwesterly along said southerly line and along said curve, through a central angle of 10°17'57", a distance of 27.393 meters (89.87 feet) to the **POINT OF BEGINNING**, a radial line to said point bears South 04°15'00" East; thence continuing along said curve and along said southerly line, through a central angle of 04°42'58", a distance of 12.543 meters (41.15 feet); thence continuing along the southerly line of said Parcel 1 North 89°32'02" West 25.959 meters (85.17 feet); thence leaving said southerly line North 07°50'06" East 28.911 meters (94.85 feet); thence North 18°07'32" East 26.638 meters (87.39 feet); thence North 02°08'08" East 44.857 meters (147.17 feet); thence North 13°59'15" East 24.369 meters (79.95 feet); thence North 00°33'45' East 52.908 meters (173.58 feet); thence North 60°40'47" East 14.785 meters (48.51 feet); thence North 75°36'10" East 85.660 meters (281.04 feet); thence North 14°23'50" West 3.600 meters (11.81 feet); thence North 75°36'10" East 55.277 meters (181.35 feet); thence North 80°30'12" East 42.133 meters (138.23 feet); thence North 83°02'20" East 36.113 meters (118.48 feet) to the most northerly corner of said Parcel 1; thence along the easterly line of said Parcel 1 South 12°25'53" East 8.726 meters (28.63 feet); thence South 83°02'20" West 21.769 meters (71.42 feet) to the beginning of a curve concave southeasterly, having a radius of 543.764 meters (1784.00 feet); thence westerly along said curve, through a central angle of 07°26'20" a distance of 70.598 meters (231.62 feet); thence South 75°36'00' West 118.235 meters (387.91 feet) to the beginning of a curve concave southeasterly, having a radius of 22.555 meters (74.00 feet); thence southwesterly along said curve, through a central angle of 75°02'34" a distance of 29.548 meters (96.94 feet); thence South 00°33'26" West 87.469 meters (286.97 feet) to the beginning of a curve concave westerly, having a radius of 157.277 meters (516.00 feet); thence southwesterly along said curve, through a central angle of 20°04'34" a distance of 55.110 meters (180.81 feet) to the beginning of a non-tangent curve concave northeasterly, having a radius of 54.864 meters (180.00 feet), a radial line to said point bears South 20°38'00" West; thence southeasterly along said curve, through a central angle of 24°23'15", a distance of 23.351 meters (76.61 feet); thence South 03°45'15" East along a radial line to said curve 12.232 meters (40.13 feet) to the **POINT OF BEGINNING**.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6.

Multiply all distances shown by 1.00006355 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature _____
JAMES L. ELLIOTT, L.S. 6334
Expires 12/31/10

Date 2-06-2009

08-RIV-60-KP 29.61-20787 (20787-2)

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Recording requested by and when
recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103

City of Moreno Valley

A.P.N. 488-090-031, 51

(Space above this line for Recorder's use)

DOCUMENTARY TRANSFER TAX IS NONE.

Public Agency exempt.
Revenue and Taxation Code Section 11922

TEMPORARY CONSTRUCTION EASEMENT

Riverside County
APN: 488-090-031, 51

[ ] All
[ ] Portion
[X]Temporary Construction Easement

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

TARGET CORPORATION, a Minnesota corporation ("Target")

HEREBY GRANTS TO THE

CITY OF MORENO VALLEY, a municipal corporation ("Grantee")

A temporary non-exclusive construction easement ("Easement") for the construction of certain slopes and other improvements relating to the State Route 60 and Nason Street interchange, as more particularly described in the drawings referenced in Exhibit "B" attached hereto and made a part hereof ("Work"), over that real property in the City of Moreno Valley, County of Riverside, State of California described on Exhibit "A", which exhibit is attached hereto and by reference made a part hereof ("Easement Area"), subject to and in accordance with the terms and conditions hereinafter set forth. Target reserves and retains all other property rights in and to the Easement Area so long as such use does not unreasonably interfere with or endanger the Work.

The Easement shall be effective upon execution of the Acceptance Certificate attached hereto legally binding Grantee to the terms hereof. Use of the Easement shall commence on the date designated by Grantee upon at least ten (10) business days prior notice to Target ("Commencement Date") and shall terminate on the earlier of (i) the date which is fifteen (15) months from the Commencement Date and (ii) the date of completion of the Work; provided, however, in no event shall the term of the Easement extend past December 31, 2012. Grantee's notice regarding the Commencement Date shall include contact information for Grantee's on-site representative for the Work.

1. Easement Use. The Easement is granted to Grantee only for the purpose stated

herein and for no other purpose, and Grantee shall not be entitled to use the Easement Area or any other portion of the property owned by Target ("Target Tract") for any other purpose. In connection with the use of the Easement Area, Grantee agrees to each of the following terms and conditions:

a. Grantee shall, at its sole cost and expense, at all times keep the Easement Area and, if requested by Target, the Target Tract free from any and all debris and trash relating to the Work.

b. Grantee shall not use the Easement Area, or cause or permit the same to be used, for any use or purpose in violation of this Temporary Construction Easement or any laws, ordinances, regulations or requirements of any governmental entity.

c. Grantee shall use its best efforts to keep all property of Grantee and/or Grantee's Permittees used in the Work in a secure and protected condition to prevent theft, vandalism and/or other loss.

d. Grantee shall not bring to or upon, or cause or permit to be brought to or upon, the Target Tract any objectionable noises, odors or nuisances (except those reasonable and necessary in the construction of the Work) or any hazardous wastes or substances as defined by federal or state law.

e. Grantee shall comply with, or cause compliance with, all health, police, and safety statutes, ordinances, regulations, zoning, building, and code requirements governing the use of the Easement Area and/or the Work.

f. Grantee shall not permit liens or claims of any nature relating to the Work to be filed or charged against the Target Tract. Should any such lien be filed against the Target Tract, Grantee shall, within 30 days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

g. Except as shown on Exhibit B, no existing improvements within the Easement Area shall be removed or disturbed by Grantee or Grantee's officers, employees, agents, general contractor, any subcontractors, materialmen, suppliers or any other person or entity associated with the Work (collectively, "Grantee's Permittees"). Grantee shall use its best efforts to prevent any damage to the Target Tract (including the store building), any interruption of utility service, interference with the use of the truck docks or the service road in the rear of the store building on the Target Tract and any other interference with operations on the Target Tract. Any damage to the Target Tract caused by or related to the use of the Easement Area or performance of the Work (including, but not limited to, damage to landscaping, plants or grass) shall be immediately repaired by Grantee at its sole cost and expense to the condition that existed immediately prior to such damage. If, due to unforeseen circumstances encountered during construction, Grantee desires to remove or disturb any improvements within the Easement Area other than surface vegetation and landscaping, such removal or disturbance shall be subject to the approval of Target. Such approval not to be unreasonably withheld and shall be either given or denied within three (3) business days of the request by Grantee.

h. Grantee assumes all risk of loss or damage to the property of Grantee and/or Grantee's Permittees associated with the Work and/or use of the Easement Area, including any loss or damage caused by water, fire, windstorm, explosion, theft, or other cause. Grantee shall be responsible for all costs related to the use of the Easement Area pursuant to this Temporary Construction Easement and shall have responsibility for the security and safety of all persons and property directly or indirectly associated with the Work and use of the Easement Area pursuant to this Temporary Construction Easement. Target will not be liable to Grantee, or those claiming through Grantee (including, but not limited to, Grantee's Permittees), for injury, death or property damage occurring on or about the Easement Area.

i. Grantee shall include an enforceable liquidated damages provision in contracts for any of Grantee's Permittees utilizing the Easement Area providing that, for any day during the months of November, December or January that there is any physical interference with deliveries to the Target store or any physical interference with customers of the Target store due to use of the Easement Area, such party shall pay to Target, as liquidated damages and not as a penalty, the sum of Two Hundred Fifty Thousand Dollars ($250,000.00), in consideration for lost sales, lost profits and additional costs and expenses Target would incur during the peak retail sales period, the exact amount of which would be impracticable or extremely difficult to ascertain. The foregoing liquidated damages provision would represent the parties' good faith agreement as to the injuries which Target would incur and which would otherwise not be susceptible of exact ascertainment.

j. The Easement Area may be used for storage or staging of materials and equipment as reasonable and necessary for performance of the Work, other than vehicles, tractors, or trailers. No construction equipment shall be left overnight on the Easement Area.

k. Grantee shall keep both full ingress and egress at the access point directly from Nason Street to the Target Tract open to traffic at all times, except that Grantee may fully close such access point for one (1) period of up to seven (7) days and one (1) period of up to ten (10) days. Neither the seven nor ten day closure permitted in the preceding sentence shall occur during the months of November or December. Grantee shall provide notice to the Target store at least ten (10) business days prior to any permitted closure of the access point directly from Nason Street. Grantee shall keep Nason Street open to both directions of traffic at all times, except for a maximum of two (2) weekend closures (Friday through Sunday) between 10:00 p.m. and 6:00 a.m. on a nightly basis. A minimum of one (1) lane only shall be kept open during the two weekend closures (Friday through Sunday) between 6:00 a.m. and 10:00 p.m.

l. Until completion of the Work, the provisions of this Section 1 shall also apply to Grantee's use of the slope easement area under that certain Slope Easement of even date herewith for property adjacent to the Easement Area.

2. Default. If Grantee or any of Grantee's Permittees, at any time breaches one or more of the provisions of this Temporary Construction Easement, Target shall notify Grantee of such breach in writing. If such breach is not cured within five (5) days following receipt of such notice by Grantee, Target may (in addition to all other rights and remedies at law or in equity)

elect to reasonably cure such default at Grantee's sole risk and expense and/or terminate this Temporary Construction Easement and the Easement granted herein. Notwithstanding the foregoing, if the breach is an emergency condition, Target may (in addition to all other rights and remedies at law or in equity) elect to reasonably cure such breach at Grantee's sole risk and expense upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as reasonably possible thereafter and/or immediately terminate this Temporary Construction Easement and the Easement granted herein. If Target elects to reasonably cure such breach, Grantee shall reimburse Target for all costs and expenses incurred in connection with such curative action within thirty (30) days after receipt of demand therefor.

3. Indemnification. Grantee agrees to defend, indemnify and hold Target harmless from and against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including, without limitation, attorneys' fees and court costs) incurred by Target as a result of or in connection with (a) the use of the Easement Area hereunder by Grantee or Grantee's Permittees and/or (b) the Work. Grantee shall bear, pay and discharge, promptly as and when the same become due and payable, any and all such judgments or claims for damages, penalties or otherwise, against Target and shall hold Target harmless against all such claims, losses, damages, liabilities, costs and expenses, and shall assume the burden and expense of defending all suits, administrative proceedings and negotiations of any description with any and all persons, political subdivisions or government agencies arising out of any of the occurrences covered by the foregoing indemnification obligation.

4. Insurance. On or before the Commencement Date, Grantee shall provide to Target evidence of the insurance described in Exhibit "C" attached hereto and made a part hereof.

5. Notices. All notices, terminations, demands, acceptances, requests and approvals required or permitted to be given under this Temporary Construction Easement (each of which is herein sometimes referred to as a "Notice") must be in writing and must be delivered personally, or by prepaid nationally recognized overnight or second day courier, or by deposit in the United States mail, prepaid and certified or registered mail, return receipt requested, addressed in each instance to Target or Grantee, as the case may be, at the following addresses:

If to Target:

Target Corporation
Property Development
Attn: Matt Wise, Real Estate Manager,
Existing Stores
1000 Nicollet Mall, TPN-12H
Minneapolis, Minnesota 55403

With a copy to:

Target Store #2309
27100 Eucalyptus Ave
Moreno Valley, CA 92555
Attn: STL

If to Grantee: City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Margery Lazarus
Senior Engineer, P.E.

Each such Notice shall be deemed to have been given as of the date the same is personally delivered to the party to be notified or the date the same is delivered to the address designated hereunder for the party to be notified, as the case may be; provided, however, that rejection or refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request. Each party shall have the right from time to time and at any time upon at least ten (10) days' written notice thereof, to change its respective address, and each party shall have the right to specify as its address any other address within the United States of America.

6. Binding Effect. This Temporary Construction Easement will inure to the benefit of and bind the respective successors, heirs, personal representatives and permitted assigns of the parties hereto. This Temporary Construction Easement may not be assigned by Grantee, voluntarily or involuntarily, by operation of law or otherwise, except to CalTrans or any other governmental agency. Any purported or attempted assignment in violation of this Temporary Construction Easement shall be null and void and of no effect.

7. Authority. Target and Grantee each represents and warrants to the other that it has the full capacity, right, power and authority to execute, deliver and perform under this Temporary Construction Easement and that all required actions, consents and approvals therefor have been duly taken and obtained. Grantee agrees that it is accepting the Easement without any warranty or representation regarding the Easement or the Easement Area whatsoever, in their "AS-IS", "WHERE-IS", "WITH ALL FAULTS" condition, and subject to all valid and existing licenses, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting the Target Tract and/or affecting access thereto.

8. Attorneys' Fees. If a suit is brought to enforce the terms and provisions of this Temporary Construction Easement, or for damages as a result of a party's breach of any term, covenant, agreement or other provision contained herein, the successful party shall be entitled to an award against the other party for the successful party's reasonable attorneys' fees and court costs incurred in connection with any such suit.

9. Entire Agreement. This instrument constitutes the entire agreement between the parties respecting the Easement. This Agreement can not be amended except in writing executed by all of the parties hereto.

10. Survival. All of the covenants, agreements and indemnities of the parties made herein shall survive the expiration or earlier termination of the Easement.

11. Target Signage. Target shall have the right to locate up to twenty (20) signs at

reasonably agreeable locations along roads adjacent to the shopping center, including, but not limited to, State Highway 60. Such signs shall not exceed 4' x 8' in dimension, shall be designed and fabricated by Target at its sole cost and expense and may include various forms of Target branding, such as coloring and logos. The number of signs installed at any one time, in addition to sign installations, sign locations, sign relocations, sign removals, and the timing of said installations, relocations, and removals, shall be coordinated in good faith between the Target and the Grantee. Grantee shall install such signs at its sole cost and expense, including the cost of installation materials.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the grantor hereto has caused this Temporary Construction Easement Deed to be executed as of this 24th day of Angust, 2009.

Target Corporation,
a Minnesota corporation

By: _____
Its:

Joan Ahrens
Director Real Estate
Target Corporation

Acceptance Certificate

This is to certify that the interest in real property APN 488-090-031, 51 conveyed by the Temporary Construction Easement dated _____ 2009 from Target Corporation, a Minnesota corporation, to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted by the undersigned City Engineer on behalf of the City of Moreno Valley pursuant to authority conferred by Resolution No. 94-5 of the City Council of the City of Moreno Valley adopted on January 25, 1994, and the grantee consents to recordation thereof by the City Clerk.

_____ Date:_____

Chris A. Vogt, P.E.
Public Works Director/City Engineer
City of Moreno Valley

State of California
County of_____ }

On_____ before me, _____,

a Notary Public, personally appeared _____

_____

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT A

Legal Description of Temporary Construction Easement Area

EXHIBIT "A"

That portion of Parcel 1 of PARCEL MAP No. 34411, in the City of Moreno Valley, County of Riverside, State of California, as shown by map on file in Book 217 of Parcel Maps, pages 67 through 72 inclusive, Records of said County, said portion described as follows:

COMMENCING at an angle point in the southerly line of said Parcel 1, said point being the most northerly corner of Parcel 24 as shown on said map, said southerly line being a curve concave northerly, having a radius of 152.391 meters (499.97 feet), a radial line to said point bears South 14°32'57" East; thence southwesterly along said southerly line and along said curve, through a central angle of 10°17'57", a distance of 27.393 meters (89.87 feet) to the **POINT OF BEGINNING**, a radial line to said point bears South 04°15'00" East; thence continuing along said curve and along said southerly line, through a central angle of 04°42'58", a distance of 12.543 meters (41.15 feet); thence continuing along the southerly line of said Parcel 1 North 89°32'02" West 25.959 meters (85.17 feet); thence leaving said southerly line North 07°50'06" East 28.911 meters (94.85 feet); thence North 18°07'32" East 26.638 meters (87.39 feet); thence North 02°08'08" East 44.857 meters (147.17 feet); thence North 13°59'15" East 24.369 meters (79.95 feet); thence North 00°33'45" East 52.908 meters (173.58 feet); thence North 60°40'47" East 14.785 meters (48.51 feet); thence North 75°36'10" East 85.660 meters (281.04 feet); thence North 14°23'50" West 3.600 meters (11.81 feet); thence North 75°36'10" East 55.277 meters (181.35 feet); thence North 80°30'12" East 42.133 meters (138.23 feet); thence North 83°02'20" East 36.113 meters (118.48 feet) to the most northerly corner of said Parcel 1; thence along the easterly line of said Parcel 1 South 12°25'53" East 8.726 meters (28.63 feet); thence South 83°02'20" West 21.769 meters (71.42 feet) to the beginning of a curve concave southeasterly, having a radius of 543.764 meters (1784.00 feet); thence westerly along said curve, through a central angle of 07°26'20" a distance of 70.598 meters (231.62 feet); thence South 75°36'00" West 118.235 meters (387.91 feet) to the beginning of a curve concave southeasterly, having a radius of 22.555 meters (74.00 feet); thence southwesterly along said curve, through a central angle of 75°02'34" a distance of 29.548 meters (96.94 feet); thence South 00°33'26" West 87.469 meters (286.97 feet) to the beginning of a curve concave westerly, having a radius of 157.277 meters (516.00 feet); thence southwesterly along said curve, through a central angle of 20°04'34" a distance of 55.110 meters (180.81 feet) to the beginning of a non-tangent curve concave northeasterly, having a radius of 54.864 meters (180.00 feet), a radial line to said point bears South 20°38'00" West; thence southeasterly along said curve, through a central angle of 24°23'15", a distance of 23.351 meters (76.61 feet); thence South 03°45'15" East along a radial line to said curve 12.232 meters (40.13 feet) to the **POINT OF BEGINNING**.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6.

Multiply all distances shown by 1.00006355 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature _____
JAMES L. ELLIOTT, L.S. 6334
Expires 12/31/10

Date 2-06-2009

LICENSED LAND SURVEYOR
JAMES L. ELLIOTT
NO. 6334
Exp. 12-31-10
STATE OF CALIFORNIA

08-RIV-60-KP 29.01-20787 (20787-2)

L:\2005\05048\PARCELS_and_LEGALS\20787-Target\20787-2-TCE.doc

EXHIBIT B

Description of Work

8/18/09

INDEX OF SHEETS

1 TITLE SHEET & LOCATION MAP
2-5 TYPICAL CROSS SECTIONS
6 KEY MAP & LINE INDEX
7-12 LAYOUTS
13-25 PROFILE & SUPERELEVATION DIAGRAM
26-46 CONSTRUCTION DETAILS
47-55 TEMPORARY WATER POLUTION CONTROL, DETAILS, & QUANITIES
56-62 EROSION CONTROL PLANS & QUANTITIES
63-68 CONTOUR GRADING
69-103 DRAINAGE PLANS, PROFILES, DETAILS, & QUANTITIES
104-109 UTILITY PLANS
110 CONSTRUCTION AREA SIGNS
111-135 STAGE CONSTRUCTION, TRAFFIC HANDLING PLANS, & QUANTITIES
136-148 DETOUR PLANS, & QUANTITIES
149-158 PAVEMENT DELINEATION PLANS, & QUANTITIES
159-171 SIGN PLANS, DETAILS, & QUANTITIES
172-174 SUMMARY OF QUANTITIES
175-176 RETAINING WALL PLANS, TYPICALS, QUANTITIES, & LOG OF TEST BORINGS
177-188 PLANT LIST, PLANTING PLAN, IRRIGATION PLAN, & QUANTITIES
189-209 SIGNAL, LIGHTING, & ELECTRICAL SYSTEMS PLANS & DETAILS

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Caltrans Metric

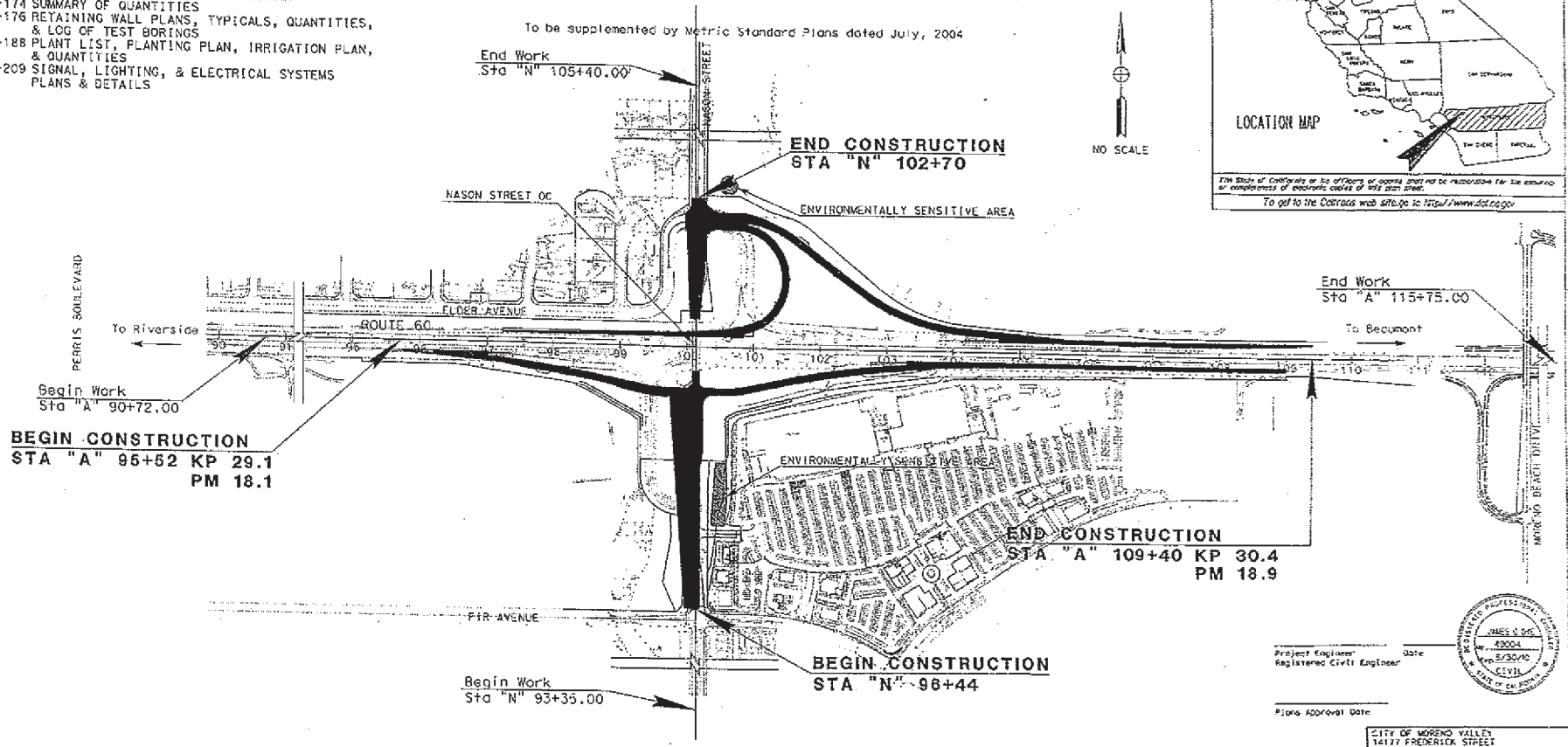
PROJECT PLANS FOR CONSTRUCTION ON
STATE HIGHWAY
IN RIVERSIDE COUNTY
IN CITY OF MORENO VALLEY
FROM 2.8 km EAST OF PERRIS BOULEVARD
TO 0.29 km WEST OF MORENO BEACH DRIVE

To be supplemented by Metric Standard Plans dated July, 2004

DIST	COUNTY	ROUTE	KILOMETER POST TOTAL PROJECT	SHEET NO.	TOTAL SHEETS
08	Riv	60	29.1/30.4	1	209

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.

To get to the Caltrans web site go to http://www.dot.ca.gov



PROJECT ENGINEER - CONSULTANT: JAMES DYE
DESIGN OVERSIGHT APPROVAL: GEORGE MORRIS
APPROVED AS TO IMPACT ON STATE FACILITIES AND CONFORMANCE WITH APPLICABLE STATE STANDARDS AND DESIGN CRITERIA. ALL DESIGN EXCEPTIONS HAVE BEEN APPROVED AS DOCUMENTED IN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION'S PROJECT DEVELOPMENT PROCEDURES MANUAL.
MISSION FACTOR NO.
DATE

The Contractor shall possess the Class (or Classes) of license as specified in the "Notice to Contractors".

95% RE-SUBMITTAL

Project Engineer _____ Date
Registered Civil Engineer

JAMES C. DYE
No. 43004
Exp. 6/30/10
CIVIL
STATE OF CALIFORNIA

Plans Approval Date

CITY OF MORENO VALLEY
14177 FREDERICK STREET
MORENO VALLEY, CA. 92553

PARSONS BRINCKERHOFF
625 EAST CARNEGIE DRIVE SUITE 210
SAN BERNARDINO, CA. 92408

Contract No. 08-323004

FORM OC-OE-93-PP (REV. 3/88)

FOR REDUCED PLANS ORIGINAL SCALE IS IN MILLIMETERS 0 20 40 60 80

TIME PLOTTED => 03-AUG-2009 13:47

CU 08224 EA 32300:

USER NAME = jdye DGN FILE = KEY SHEET.dgn

EXHIBIT C

Insurance Requirements

Prior to commencing any use of the Easement Area, Grantee shall require each of its contractors and subcontractors to obtain, and thereafter maintain, so long as any use of the Easement Area is occurring, at least the minimum insurance coverages set forth below:

1. Workers' Compensation and Employer's Liability insurance:

   (a) Worker's Compensation insurance as required by any applicable law or regulation.

   (b) Employer's Liability insurance in the amount of $500,000 each accident for bodily injury, $500,000 policy limit for bodily injury by disease and $500,000 each employee for bodily injury by disease.

2. Commercial General Liability insurance covering all operations by or on behalf of the Contractor, which shall include the following minimum limits of liability and coverages:

   (a) Required coverages:

      (i) Premises and Operations.

      (ii) Products and Completed Operations.

      (iii) Contractual Liability, insuring the indemnity obligations assumed by the Contractor under the contract documents.

      (iv) Broad Form Property Damage (including Completed Operations).

      (v) Explosion, Collapse and Underground Hazards.

      (vi) Personal Injury Liability.

   (b) Minimum limits liability:

      (i) $1,000,000 each occurrence (for bodily injury and property damage.

      (ii) $500,000 for Personal Injury Liability.

      (iii) $2,000,000 general aggregate applying separately to the work contemplated under the Agreement.

3. Automobile Liability insurance, including coverage for owned, hired and non-owned automobiles. The limits of liability shall not be less than $1,000,000 combined single limit each accident for bodily injury and property damage. The Contractor shall require each of his subcontractors to include in their liability insurance policies coverage for automobile contractual liability.

Target shall be named as an additional insured on each policy (for the Commercial General Liability policy, pursuant to a CG 2010 11-85 version Form B endorsement, or equivalent), and each policy shall provide that the same shall not be cancelled, allowed to expire, or reduced in amount or coverage below the requirements set forth above without at least thirty (30) days prior written notice to Target. If any of the insurance policies are cancelled, expire or the amount or coverage thereof is reduced below the level required, then Grantee shall immediately stop or cause to be stopped all work on and use of the Temporary Construction Area until either the required insurance is reinstated, or replacement insurance is obtained, and evidence thereof is given to Target. All insurance required above shall be written on an occurrence basis and procured from companies rated by Best's Rating Guide not less than A-/X which are authorized to do business in the State of California.

Recording requested by and when
recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley

A.P.N. 488-090-031, 51

(Space above this line for Recorder's use)

DOCUMENTARY TRANSFER TAX IS NONE.

Public Agency exempt.
Revenue and Taxation Code Section 11922

SLOPE EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged Target Corporation, a Minnesota corporation, GRANTOR, hereby grants and conveys to the CITY OF MORENO VALLEY, a municipal corporation of the State of California, as Grantee, its successors and assigns, an easement and right-of-way for roadway slope and support purposes, in, on, under, through, over and along that certain real property as described in Exhibit "A" attached hereto and incorporated herein by this reference, located in the City of Moreno Valley, County of Riverside, State of California. Said roadway slope and support easement is to be used for all purposes proper and convenient in the construction, reconstruction and maintenance of roadway slopes and supports, including the rights of ingress and egress, the temporary deposit of tools, equipment, machinery, vehicles, materials and supplies used in the performance of said work, and for similar and related purposes by the City of Moreno Valley, its officers, employees agents or contractors.

IN WITNESS WHEREOF, this instrument has been executed this 24th day of August 2009.

Target Corporation,
a Minnesota corporation

By: _____
Its: Joan Ahrens
Director Real Estate
Target Corporation

By: _____
Its:

EXHIBIT "A"

That portion of Parcel 1 of PARCEL MAP No. 34411, in the City of Moreno Valley, County of Riverside, State of California, as shown by map on file in Book 217 of Parcel Maps, pages 67 through 72 inclusive, Records of said County, described as a whole as follows:

COMMENCING at the intersection of the centerline of Nason Street and the westerly prolongation of the most southerly line of LOT "A" as shown on said Parcel Map No. 34411; thence at right angles to said centerline South 89°32'02" East 19.684 meters (64.58 feet) to the **POINT OF BEGINNING,** being a point in the easterly line of Nason Street, as described in Grant Deed to the State of California recorded June 15, 1961 as Instrument No. 51259, Official Records of said County, and as shown on Right-of-Map No.'s 414533 and 905543, on file in Caltrans' District 8 Office; thence continuing along said westerly prolongation and along the line common to said Parcel 1 and said LOT "A", South 89°32'02" East 24.887 meters (81.65 feet) to an angle point in the westerly line of said Parcel 1, thence along the westerly and northerly lines of said Parcel 1, the following three (3) courses;

North 00°33'45" East 65.808 meters (215.91 feet),
North 60°40'47" East 17.340 meters (56.89 feet),
North 75°36'10" East 86.131 meters (282.58 feet); thence leaving said northerly line,

South 14°23'50" East 3.600 meters (11.81 feet); thence South 75°36'10" West 85.660 meters (281.04 feet); thence South 60°40'47" West 14.785 meters (48.51 feet); thence South 00°33'45" West 52.908 meters (173.58 feet); thence South 13°59'15" West 24.369 meters (79.95 feet); thence South 02°08'08" West 44.857 meters (147.17 feet); thence South 18°07'32" West 26.638 meters (87.39 feet); thence South 07°50'06" West 28.911 meters (94.85 feet) to the southerly line of said Parcel 1; thence along said southerly line and the westerly prolongation thereof North 89°32'02" West 11.108 meters (36.44 feet) to a point in the easterly line of said Nason Street, said line being that certain Course "A", as described in said Instrument No. 51259, and as shown on said right-of-way maps, said easterly line being parallel and distant easterly 18.288 meters (60.00 feet) from the centerline of said Nason Street; thence along said easterly line North 00° 27' 58" East 64.012 meters (210.01 feet) to an angle point therein; thence continuing along said easterly line and along the right-of-way as described in said Instrument 51259 and as shown on said right-of-way maps North 02°08'25" East 47.784 meters (156.77 feet) to the **POINT OF BEGINNING.**

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6.

Multiply all distances shown by 1.00006355 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature _____
JAMES L. ELLIOTT, L.S. 6334
Expires 12/31/10

Date 2-06-2009

08-RIV-60-KP 29.61-20787 (20787-1)

L:\2005\05048\PARCELS_and_LEGALS\20787-Target\20787-1-PE.doc

Acceptance Certificate

This is to certify that the interest in real property APN 488-090-031, 51 conveyed by the Slope Easement dated _____ 2009 from Target Corporation, a Minnesota corporation, to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted by the undersigned City Engineer on behalf of the City of Moreno Valley pursuant to authority conferred by Resolution No. 94-5 of the City Council of the City of Moreno Valley adopted on January 25, 1994, and the grantee consents to recordation thereof by the City Clerk.

_____ Date:_____

Chris A. Vogt, P.E.
Public Works Director/City Engineer
City of Moreno Valley

State of California
County of_____ }

On_____ before me, _____,

a Notary Public, personally appeared _____

_____

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

Recording requested by and when
recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley

A.P.N. 488-090-031, 51

(Space above this line for Recorder's use)

DOCUMENTARY TRANSFER TAX IS NONE.

Public Agency exempt.
Revenue and Taxation Code Section 11922

SLOPE EASEMENT

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged Target Corporation, a Minnesota corporation, GRANTOR, hereby grants and conveys to the CITY OF MORENO VALLEY, a municipal corporation of the State of California, as Grantee, its successors and assigns, an easement and right-of-way for roadway slope and support purposes, in, on, under, through, over and along that certain real property as described in Exhibit "A" attached hereto and incorporated herein by this reference, located in the City of Moreno Valley, County of Riverside, State of California. Said roadway slope and support easement is to be used for all purposes proper and convenient in the construction, reconstruction and maintenance of roadway slopes and supports, including the rights of ingress and egress, the temporary deposit of tools, equipment, machinery, vehicles, materials and supplies used in the performance of said work, and for similar and related purposes by the City of Moreno Valley, its officers, employees agents or contractors.

IN WITNESS WHEREOF, this instrument has been executed this 24th day of August 2009.

Target Corporation,
a Minnesota corporation

By: _____
Its: Joan Ahrens
Director Real Estate

By: _____
Its: Target Corporation

Attachment "B"

EXHIBIT "A"

That portion of Parcel 1 of PARCEL MAP No. 34411, in the City of Moreno Valley, County of Riverside, State of California, as shown by map on file in Book 217 of Parcel Maps, pages 67 through 72 inclusive, Records of said County, described as a whole as follows:

COMMENCING at the intersection of the centerline of Nason Street and the westerly prolongation of the most southerly line of LOT "A" as shown on said Parcel Map No. 34411; thence at right angles to said centerline South 89°32'02" East 19.684 meters (64.58 feet) to the **POINT OF BEGINNING,** being a point in the easterly line of Nason Street, as described in Grant Deed to the State of California recorded June 15, 1961 as Instrument No. 51259, Official Records of said County, and as shown on Right-of-Map No.'s 414533 and 905543, on file in Caltrans' District 8 Office; thence continuing along said westerly prolongation and along the line common to said Parcel 1 and said LOT "A", South 89°32'02" East 24.887 meters (81.65 feet) to an angle point in the westerly line of said Parcel 1, thence along the westerly and northerly lines of said Parcel 1, the following three (3) courses;

North 00°33'45" East 65.808 meters (215.91 feet),
North 60°40'47" East 17.340 meters (56.89 feet),
North 75°36'10" East 86.131 meters (282.58 feet); thence leaving said northerly line,

South 14°23'50" East 3.600 meters (11.81 feet); thence South 75°36'10" West 85.660 meters (281.04 feet); thence South 60°40'47" West 14.785 meters (48.51 feet); thence South 00°33'45" West 52.908 meters (173.58 feet); thence South 13°59'15" West 24.369 meters (79.95 feet); thence South 02°08'08" West 44.857 meters (147.17 feet); thence South 18°07'32" West 26.638 meters (87.39 feet); thence South 07°50'06" West 28.911 meters (94.85 feet) to the southerly line of said Parcel 1; thence along said southerly line and the westerly prolongation thereof North 89°32'02" West 11.108 meters (36.44 feet) to a point in the easterly line of said Nason Street, said line being that certain Course "A", as described in said Instrument No. 51259, and as shown on said right-of-way maps, said easterly line being parallel and distant easterly 18.288 meters (60.00 feet) from the centerline of said Nason Street; thence along said easterly line North 00° 27' 58" East 64.012 meters (210.01 feet) to an angle point therein; thence continuing along said easterly line and along the right-of-way as described in said Instrument 51259 and as shown on said right-of-way maps North 02°08'25" East 47.784 meters (156.77 feet) to the **POINT OF BEGINNING.**

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6.

Multiply all distances shown by 1.00006355 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature _____
JAMES L. ELLIOTT, L.S. 6334
Expires 12/31/10

Date 2-06-2009

08-RIV-60-KP 29.61-20787 (20787-1)

L:\2005\05048\PARCELS_and_LEGALS\20787-Target\20787-1-PE.doc

Acceptance Certificate

This is to certify that the interest in real property APN 488-090-031, 51 conveyed by the Slope Easement dated _____ 2009 from Target Corporation, a Minnesota corporation, to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted by the undersigned City Engineer on behalf of the City of Moreno Valley pursuant to authority conferred by Resolution No. 94-5 of the City Council of the City of Moreno Valley adopted on January 25, 1994, and the grantee consents to recordation thereof by the City Clerk.

_____ Date:_____

Chris A. Vogt, P.E.
Public Works Director/City Engineer
City of Moreno Valley

State of California
County of_____ }

On_____ before me, _____,

a Notary Public, personally appeared _____

_____

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

This page intentionally left blank.

Recording requested by and when
recorded, mail to:
City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103

City of Moreno Valley

A.P.N. 488-090-031, 51

(Space above this line for Recorder's use)

DOCUMENTARY TRANSFER TAX IS NONE.

Public Agency exempt.
Revenue and Taxation Code Section 11922

TEMPORARY CONSTRUCTION EASEMENT

Riverside County
APN: 488-090-031, 51

[ ] All
[ ] Portion
[X]Temporary Construction Easement

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

TARGET CORPORATION, a Minnesota corporation ("Target")

HEREBY GRANTS TO THE

CITY OF MORENO VALLEY, a municipal corporation ("Grantee")

A temporary non-exclusive construction easement ("Easement") for the construction of certain slopes and other improvements relating to the State Route 60 and Nason Street interchange, as more particularly described in the drawings referenced in Exhibit "B" attached hereto and made a part hereof ("Work"), over that real property in the City of Moreno Valley, County of Riverside, State of California described on Exhibit "A", which exhibit is attached hereto and by reference made a part hereof ("Easement Area"), subject to and in accordance with the terms and conditions hereinafter set forth. Target reserves and retains all other property rights in and to the Easement Area so long as such use does not unreasonably interfere with or endanger the Work.

The Easement shall be effective upon execution of the Acceptance Certificate attached hereto legally binding Grantee to the terms hereof. Use of the Easement shall commence on the date designated by Grantee upon at least ten (10) business days prior notice to Target ("Commencement Date") and shall terminate on the earlier of (i) the date which is fifteen (15) months from the Commencement Date and (ii) the date of completion of the Work; provided, however, in no event shall the term of the Easement extend past December 31, 2012. Grantee's notice regarding the Commencement Date shall include contact information for Grantee's on-site representative for the Work.

1. Easement Use. The Easement is granted to Grantee only for the purpose stated

Attachment "C"

herein and for no other purpose, and Grantee shall not be entitled to use the Easement Area or any other portion of the property owned by Target ("Target Tract") for any other purpose. In connection with the use of the Easement Area, Grantee agrees to each of the following terms and conditions:

a. Grantee shall, at its sole cost and expense, at all times keep the Easement Area and, if requested by Target, the Target Tract free from any and all debris and trash relating to the Work.

b. Grantee shall not use the Easement Area, or cause or permit the same to be used, for any use or purpose in violation of this Temporary Construction Easement or any laws, ordinances, regulations or requirements of any governmental entity.

c. Grantee shall use its best efforts to keep all property of Grantee and/or Grantee's Permittees used in the Work in a secure and protected condition to prevent theft, vandalism and/or other loss.

d. Grantee shall not bring to or upon, or cause or permit to be brought to or upon, the Target Tract any objectionable noises, odors or nuisances (except those reasonable and necessary in the construction of the Work) or any hazardous wastes or substances as defined by federal or state law.

e. Grantee shall comply with, or cause compliance with, all health, police, and safety statutes, ordinances, regulations, zoning, building, and code requirements governing the use of the Easement Area and/or the Work.

f. Grantee shall not permit liens or claims of any nature relating to the Work to be filed or charged against the Target Tract. Should any such lien be filed against the Target Tract, Grantee shall, within 30 days after notice of the filing thereof, cause the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise.

g. Except as shown on Exhibit B, no existing improvements within the Easement Area shall be removed or disturbed by Grantee or Grantee's officers, employees, agents, general contractor, any subcontractors, materialmen, suppliers or any other person or entity associated with the Work (collectively, "Grantee's Permittees"). Grantee shall use its best efforts to prevent any damage to the Target Tract (including the store building), any interruption of utility service, interference with the use of the truck docks or the service road in the rear of the store building on the Target Tract and any other interference with operations on the Target Tract. Any damage to the Target Tract caused by or related to the use of the Easement Area or performance of the Work (including, but not limited to, damage to landscaping, plants or grass) shall be immediately repaired by Grantee at its sole cost and expense to the condition that existed immediately prior to such damage. If, due to unforeseen circumstances encountered during construction, Grantee desires to remove or disturb any improvements within the Easement Area other than surface vegetation and landscaping, such removal or disturbance shall be subject to the approval of Target. Such approval not to be unreasonably withheld and shall be either given or denied within three (3) business days of the request by Grantee.

h. Grantee assumes all risk of loss or damage to the property of Grantee and/or Grantee's Permittees associated with the Work and/or use of the Easement Area, including any loss or damage caused by water, fire, windstorm, explosion, theft, or other cause. Grantee shall be responsible for all costs related to the use of the Easement Area pursuant to this Temporary Construction Easement and shall have responsibility for the security and safety of all persons and property directly or indirectly associated with the Work and use of the Easement Area pursuant to this Temporary Construction Easement. Target will not be liable to Grantee, or those claiming through Grantee (including, but not limited to, Grantee's Permittees), for injury, death or property damage occurring on or about the Easement Area.

i. Grantee shall include an enforceable liquidated damages provision in contracts for any of Grantee's Permittees utilizing the Easement Area providing that, for any day during the months of November, December or January that there is any physical interference with deliveries to the Target store or any physical interference with customers of the Target store due to use of the Easement Area, such party shall pay to Target, as liquidated damages and not as a penalty, the sum of Two Hundred Fifty Thousand Dollars ($250,000.00), in consideration for lost sales, lost profits and additional costs and expenses Target would incur during the peak retail sales period, the exact amount of which would be impracticable or extremely difficult to ascertain. The foregoing liquidated damages provision would represent the parties' good faith agreement as to the injuries which Target would incur and which would otherwise not be susceptible of exact ascertainment.

j. The Easement Area may be used for storage or staging of materials and equipment as reasonable and necessary for performance of the Work, other than vehicles, tractors, or trailers. No construction equipment shall be left overnight on the Easement Area.

k. Grantee shall keep both full ingress and egress at the access point directly from Nason Street to the Target Tract open to traffic at all times, except that Grantee may fully close such access point for one (1) period of up to seven (7) days and one (1) period of up to ten (10) days. Neither the seven nor ten day closure permitted in the preceding sentence shall occur during the months of November or December. Grantee shall provide notice to the Target store at least ten (10) business days prior to any permitted closure of the access point directly from Nason Street. Grantee shall keep Nason Street open to both directions of traffic at all times, except for a maximum of two (2) weekend closures (Friday through Sunday) between 10:00 p.m. and 6:00 a.m. on a nightly basis. A minimum of one (1) lane only shall be kept open during the two weekend closures (Friday through Sunday) between 6:00 a.m. and 10:00 p.m.

l. Until completion of the Work, the provisions of this Section 1 shall also apply to Grantee's use of the slope easement area under that certain Slope Easement of even date herewith for property adjacent to the Easement Area.

2. Default. If Grantee or any of Grantee's Permittees, at any time breaches one or more of the provisions of this Temporary Construction Easement, Target shall notify Grantee of such breach in writing. If such breach is not cured within five (5) days following receipt of such notice by Grantee, Target may (in addition to all other rights and remedies at law or in equity)

elect to reasonably cure such default at Grantee's sole risk and expense and/or terminate this Temporary Construction Easement and the Easement granted herein. Notwithstanding the foregoing, if the breach is an emergency condition, Target may (in addition to all other rights and remedies at law or in equity) elect to reasonably cure such breach at Grantee's sole risk and expense upon such advance notice as is reasonably possible under the circumstances or, if necessary, without advance notice, so long as notice is given as soon as reasonably possible thereafter and/or immediately terminate this Temporary Construction Easement and the Easement granted herein. If Target elects to reasonably cure such breach, Grantee shall reimburse Target for all costs and expenses incurred in connection with such curative action within thirty (30) days after receipt of demand therefor.

3. Indemnification. Grantee agrees to defend, indemnify and hold Target harmless from and against any and all claims, losses, damages, liabilities, judgments, costs and expenses (including, without limitation, attorneys' fees and court costs) incurred by Target as a result of or in connection with (a) the use of the Easement Area hereunder by Grantee or Grantee's Permittees and/or (b) the Work. Grantee shall bear, pay and discharge, promptly as and when the same become due and payable, any and all such judgments or claims for damages, penalties or otherwise, against Target and shall hold Target harmless against all such claims, losses, damages, liabilities, costs and expenses, and shall assume the burden and expense of defending all suits, administrative proceedings and negotiations of any description with any and all persons, political subdivisions or government agencies arising out of any of the occurrences covered by the foregoing indemnification obligation.

4. Insurance. On or before the Commencement Date, Grantee shall provide to Target evidence of the insurance described in Exhibit "C" attached hereto and made a part hereof.

5. Notices. All notices, terminations, demands, acceptances, requests and approvals required or permitted to be given under this Temporary Construction Easement (each of which is herein sometimes referred to as a "Notice") must be in writing and must be delivered personally, or by prepaid nationally recognized overnight or second day courier, or by deposit in the United States mail, prepaid and certified or registered mail, return receipt requested, addressed in each instance to Target or Grantee, as the case may be, at the following addresses:

If to Target:

Target Corporation
Property Development
Attn: Matt Wise, Real Estate Manager,
Existing Stores
1000 Nicollet Mall, TPN-12H
Minneapolis, Minnesota 55403

With a copy to:

Target Store #2309
27100 Eucalyptus Ave
Moreno Valley, CA 92555
Attn: STL

If to Grantee: City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Margery Lazarus
Senior Engineer, P.E.

Each such Notice shall be deemed to have been given as of the date the same is personally delivered to the party to be notified or the date the same is delivered to the address designated hereunder for the party to be notified, as the case may be; provided, however, that rejection or refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice, demand or request. Each party shall have the right from time to time and at any time upon at least ten (10) days' written notice thereof, to change its respective address, and each party shall have the right to specify as its address any other address within the United States of America.

6. Binding Effect. This Temporary Construction Easement will inure to the benefit of and bind the respective successors, heirs, personal representatives and permitted assigns of the parties hereto. This Temporary Construction Easement may not be assigned by Grantee, voluntarily or involuntarily, by operation of law or otherwise, except to CalTrans or any other governmental agency. Any purported or attempted assignment in violation of this Temporary Construction Easement shall be null and void and of no effect.

7. Authority. Target and Grantee each represents and warrants to the other that it has the full capacity, right, power and authority to execute, deliver and perform under this Temporary Construction Easement and that all required actions, consents and approvals therefor have been duly taken and obtained. Grantee agrees that it is accepting the Easement without any warranty or representation regarding the Easement or the Easement Area whatsoever, in their "AS-IS", "WHERE-IS", "WITH ALL FAULTS" condition, and subject to all valid and existing licenses, leases, grants, exceptions, encumbrances, title defects, matters of record, reservations and conditions affecting the Target Tract and/or affecting access thereto.

8. Attorneys' Fees. If a suit is brought to enforce the terms and provisions of this Temporary Construction Easement, or for damages as a result of a party's breach of any term, covenant, agreement or other provision contained herein, the successful party shall be entitled to an award against the other party for the successful party's reasonable attorneys' fees and court costs incurred in connection with any such suit.

9. Entire Agreement. This instrument constitutes the entire agreement between the parties respecting the Easement. This Agreement can not be amended except in writing executed by all of the parties hereto.

10. Survival. All of the covenants, agreements and indemnities of the parties made herein shall survive the expiration or earlier termination of the Easement.

11. Target Signage. Target shall have the right to locate up to twenty (20) signs at

reasonably agreeable locations along roads adjacent to the shopping center, including, but not limited to, State Highway 60. Such signs shall not exceed 4' x 8' in dimension, shall be designed and fabricated by Target at its sole cost and expense and may include various forms of Target branding, such as coloring and logos. The number of signs installed at any one time, in addition to sign installations, sign locations, sign relocations, sign removals, and the timing of said installations, relocations, and removals, shall be coordinated in good faith between the Target and the Grantee. Grantee shall install such signs at its sole cost and expense, including the cost of installation materials.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the grantor hereto has caused this Temporary Construction Easement Deed to be executed as of this 24th day of August, 2009.

Target Corporation,
a Minnesota corporation

By: _____
Its: Joan Ahrens
Director Real Estate
Target Corporation

Acceptance Certificate

This is to certify that the interest in real property APN 488-090-031, 51 conveyed by the Temporary Construction Easement dated _____ 2009 from Target Corporation, a Minnesota corporation, to the City of Moreno Valley, a municipal corporation, in the form attached hereto, is hereby accepted by the undersigned City Engineer on behalf of the City of Moreno Valley pursuant to authority conferred by Resolution No. 94-5 of the City Council of the City of Moreno Valley adopted on January 25, 1994, and the grantee consents to recordation thereof by the City Clerk.

_____ Date:_____

Chris A. Vogt, P.E.
Public Works Director/City Engineer
City of Moreno Valley

State of California
County of_____ }

On_____ before me, _____,

a Notary Public, personally appeared _____

_____

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

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary Seal Above

EXHIBIT A

Legal Description of Temporary Construction Easement Area

EXHIBIT "A"

That portion of Parcel 1 of PARCEL MAP No. 34411, in the City of Moreno Valley, County of Riverside, State of California, as shown by map on file in Book 217 of Parcel Maps, pages 67 through 72 inclusive, Records of said County, said portion described as follows:

COMMENCING at an angle point in the southerly line of said Parcel 1, said point being the most northerly corner of Parcel 24 as shown on said map, said southerly line being a curve concave northerly, having a radius of 152.391 meters (499.97 feet), a radial line to said point bears South 14°32'57" East; thence southwesterly along said southerly line and along said curve, through a central angle of 10°17'57", a distance of 27.393 meters (89.87 feet) to the **POINT OF BEGINNING**, a radial line to said point bears South 04°15'00" East; thence continuing along said curve and along said southerly line, through a central angle of 04°42'58", a distance of 12.543 meters (41.15 feet); thence continuing along the southerly line of said Parcel 1 North 89°32'02" West 25.959 meters (85.17 feet); thence leaving said southerly line North 07°50'06" East 28.911 meters (94.85 feet); thence North 18°07'32" East 26.638 meters (87.39 feet); thence North 02°08'08" East 44.857 meters (147.17 feet); thence North 13°59'15" East 24.369 meters (79.95 feet); thence North 00°33'45" East 52.908 meters (173.58 feet); thence North 60°40'47" East 14.785 meters (48.51 feet); thence North 75°36'10" East 85.660 meters (281.04 feet); thence North 14°23'50" West 3.600 meters (11.81 feet); thence North 75°36'10" East 55.277 meters (181.35 feet); thence North 80°30'12" East 42.133 meters (138.23 feet); thence North 83°02'20" East 36.113 meters (118.48 feet) to the most northerly corner of said Parcel 1; thence along the easterly line of said Parcel 1 South 12°25'53" East 8.726 meters (28.63 feet); thence South 83°02'20" West 21.769 meters (71.42 feet) to the beginning of a curve concave southeasterly, having a radius of 543.764 meters (1784.00 feet); thence westerly along said curve, through a central angle of 07°26'20" a distance of 70.598 meters (231.62 feet); thence South 75°36'00" West 118.235 meters (387.91 feet) to the beginning of a curve concave southeasterly, having a radius of 22.555 meters (74.00 feet); thence southwesterly along said curve, through a central angle of 75°02'34" a distance of 29.548 meters (96.94 feet); thence South 00°33'26" West 87.469 meters (286.97 feet) to the beginning of a curve concave westerly, having a radius of 157.277 meters (516.00 feet); thence southwesterly along said curve, through a central angle of 20°04'34" a distance of 55.110 meters (180.81 feet) to the beginning of a non-tangent curve concave northeasterly, having a radius of 54.864 meters (180.00 feet), a radial line to said point bears South 20°38'00" West; thence southeasterly along said curve, through a central angle of 24°23'15", a distance of 23.351 meters (76.61 feet); thence South 03°45'15" East along a radial line to said curve 12.232 meters (40.13 feet) to the **POINT OF BEGINNING**.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6.

Multiply all distances shown by 1.00006355 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature _____
JAMES L. ELLIOTT, L.S. 6334
Expires 12/31/10

Date 2-06-2009

08-RIV-60-KP 29.61-20787 (20787-2)

L:\2005\05048\PARCELS and LEGALS\20787-Target\20787-2-TCE.doc

EXHIBIT B

Description of Work

8/18/09

INDEX OF SHEETS

1 TITLE SHEET & LOCATION MAP
2-5 TYPICAL CROSS SECTIONS
6 KEY MAP & LINE INDEX
7-12 LAYOUTS
13-25 PROFILE & SUPERELEVATION DIAGRAM
26-46 CONSTRUCTION DETAILS
47-55 TEMPORARY WATER POLUTION CONTROL, DETAILS, & QUANITIES
56-62 EROSION CONTROL PLANS & QUANTITIES
63-68 CONTOUR GRADING
69-103 DRAINAGE PLANS, PROFILES, DETAILS, & QUANTITIES
104-109 UTILITY PLANS
110 CONSTRUCTION AREA SIGNS
111-135 STAGE CONSTRUCTION, TRAFFIC HANDLING PLANS, & QUANTITIES
136-148 DETOUR PLANS, & QUANTITIES
149-158 PAVEMENT DELINEATION PLANS, & QUANTITIES
159-171 SIGN PLANS, DETAILS, & QUANTITIES
172-174 SUMMARY OF QUANTITIES
175-176 RETAINING WALL PLANS, TYPICALS, QUANTITIES, & LOG OF TEST BORINGS
177-188 PLANT LIST, PLANTING PLAN, IRRIGATION PLAN, & QUANTITIES
189-209 SIGNAL, LIGHTING, & ELECTRICAL SYSTEMS PLANS & DETAILS

STATE OF CALIFORNIA

DEPARTMENT OF TRANSPORTATION

PROJECT PLANS FOR CONSTRUCTION ON

STATE HIGHWAY

IN RIVERSIDE COUNTY
IN CITY OF MORENO VALLEY
FROM 2.8 km EAST OF PERRIS BOULEVARD
TO 0.29 km WEST OF MORENO BEACH DRIVE

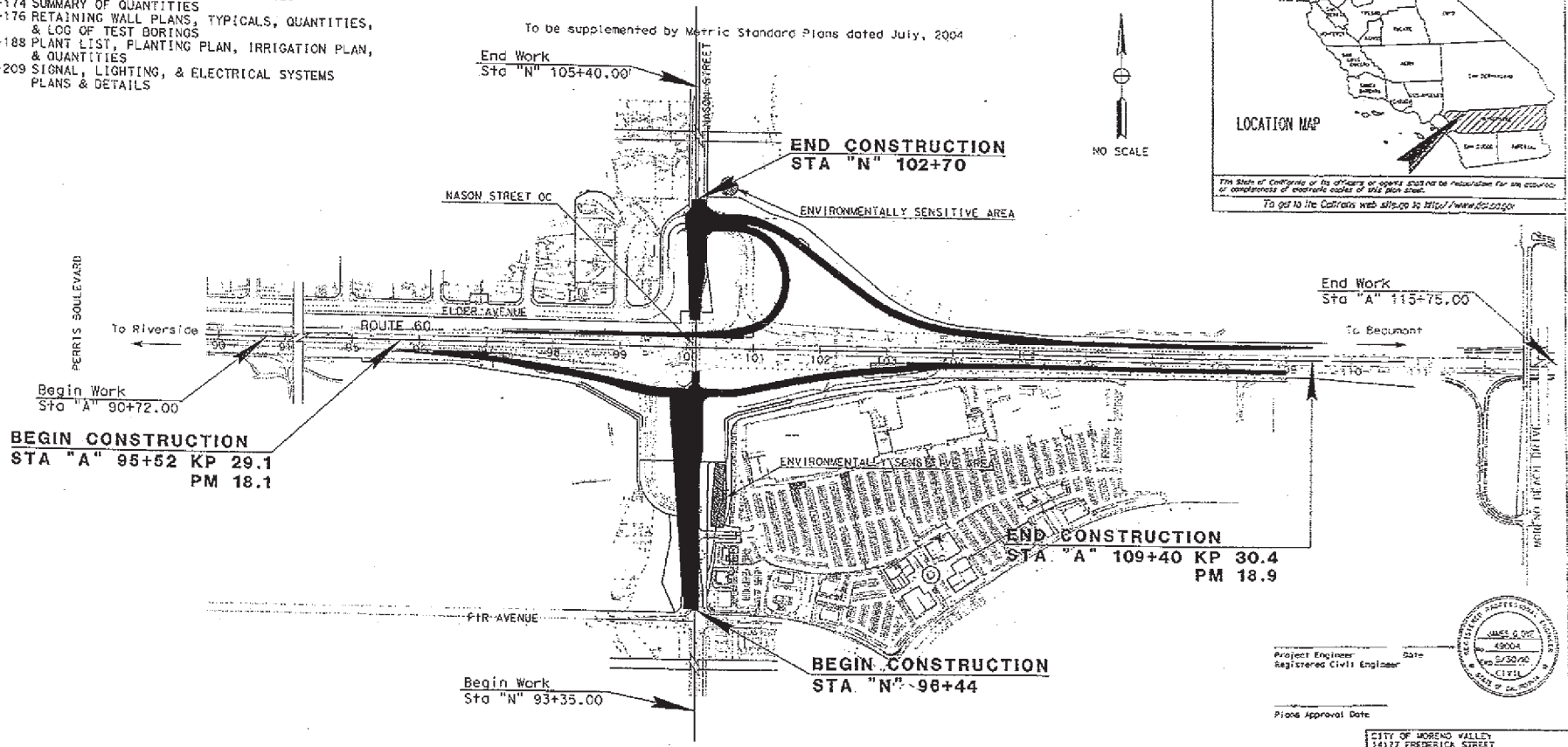
Caltrans Metric

DIST	COUNTY	ROUTE	KILOMETER POST TOTAL PROJECT	SHEET No	TOTAL SHEETS
08	Riv	60	29.1/30.4	1	209

The State of California or its officers or agents shall not be responsible for the accuracy or completeness of electronic copies of this plan sheet.

To get to the Caltrans web site go to http://www.dot.ca.gov

To be supplemented by Metric Standard Plans dated July, 2004



Project Engineer Date
Registered Civil Engineer

Plans Approval Date

CITY OF MORENO VALLEY
14177 FREDERICK STREET
MORENO VALLEY, CA. 92553

PARSONS BRINCKERHOFF
665 EAST CARNEGIE DRIVE SUITE 210
SAN BERNARDINO, CA. 92403

Contract No. 08-323004

The Contractor shall possess the Class (or Classes) of license as specified in the "Notice to Contractors".

95% RE-SUBMITTAL

PROJECT ENGINEER - CONSULTANT: JAMES DYE
DESIGN OVERSIGHT APPROVAL: GEORGE MORNIG
REVISION NO. | DATE

APPROVED AS TO IMPACT ON STATE FACILITIES AND CONFORMANCE WITH APPLICABLE STATE STANDARDS AND PRACTICES AND THAT TECHNICAL OVERSIGHT WAS PERFORMED AS DISCRIBED IN THE CALIFORNIA DEPARTMENT OF TRANSPORTATION A & E CONSULTANT SERVICES MANUAL.

FORM DC-OE-93-PP (REV. 3/86)

FOR REDUCED PLANS ORIGINAL SCALE IS IN MILLIMETERS 0 20 40 60 80

TIME PLOTTED => 03-AUG-2009 13:47

CU 06224 | EA 323001

EXHIBIT C

Insurance Requirements

Prior to commencing any use of the Easement Area, Grantee shall require each of its contractors and subcontractors to obtain, and thereafter maintain, so long as any use of the Easement Area is occurring, at least the minimum insurance coverages set forth below:

1. Workers' Compensation and Employer's Liability insurance:

   (a) Worker's Compensation insurance as required by any applicable law or regulation.

   (b) Employer's Liability insurance in the amount of $500,000 each accident for bodily injury, $500,000 policy limit for bodily injury by disease and $500,000 each employee for bodily injury by disease.

2. Commercial General Liability insurance covering all operations by or on behalf of the Contractor, which shall include the following minimum limits of liability and coverages:

   (a) Required coverages:

      (i) Premises and Operations.

      (ii) Products and Completed Operations.

      (iii) Contractual Liability, insuring the indemnity obligations assumed by the Contractor under the contract documents.

      (iv) Broad Form Property Damage (including Completed Operations).

      (v) Explosion, Collapse and Underground Hazards.

      (vi) Personal Injury Liability.

   (b) Minimum limits liability:

      (i) $1,000,000 each occurrence (for bodily injury and property damage.

      (ii) $500,000 for Personal Injury Liability.

      (iii) $2,000,000 general aggregate applying separately to the work contemplated under the Agreement.

3. Automobile Liability insurance, including coverage for owned, hired and non-owned automobiles. The limits of liability shall not be less than $1,000,000 combined single limit each accident for bodily injury and property damage. The Contractor shall require each of his subcontractors to include in their liability insurance policies coverage for automobile contractual liability.

Target shall be named as an additional insured on each policy (for the Commercial General Liability policy, pursuant to a CG 2010 11-85 version Form B endorsement, or equivalent), and each policy shall provide that the same shall not be cancelled, allowed to expire, or reduced in amount or coverage below the requirements set forth above without at least thirty (30) days prior written notice to Target. If any of the insurance policies are cancelled, expire or the amount or coverage thereof is reduced below the level required, then Grantee shall immediately stop or cause to be stopped all work on and use of the Temporary Construction Area until either the required insurance is reinstated, or replacement insurance is obtained, and evidence thereof is given to Target. All insurance required above shall be written on an occurrence basis and procured from companies rated by Best's Rating Guide not less than A-/X which are authorized to do business in the State of California.

APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: September 8, 2009

TITLE: AGREEMENT FOR CONVEYANCE OF PROPERTY FOR THE ACQUISITION OF A PORTION OF APN 488-100-002 FOR THE SR-60/MORENO BEACH DRIVE INTERCHANGE IMPROVEMENT PROJECT -- PROJECT NO. 07-41570024

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve and execute the "Agreement for Conveyance of Property" for the acquisition of a portion of APN 488-100-002 and authorize the City Manager to execute said Agreement in the form attached hereto.

2. Authorize a Purchase Order in the amount of $874,550 ($849,550 for the purchase price plus $25,000 for escrow fees) when the Agreement has been signed by all parties (Account No. 415.70024).

3. Authorize the Financial & Administrative Services Director to wire transfer funds into escrow in the amount of $874,550 ($849,550 for the purchase price plus $25,000 for escrow fees) for a portion of APN 488-100-002.

BACKGROUND

The Waugh/Meyer/Canale Trusts property is located on the southwest quadrant of SR-60 and Moreno Beach Drive and is currently owned by Fred R. Waugh, Trustee of the Waugh Family Trust Under Declaration of Trust Dated March 28, 1974, Joseph D. Meyer and Maggie K. Meyer, Co-Trustees of the Meyer Family Trust Under Declaration of Trust Dated November 30, 1990, and Lawrence J. Canale and Debbie L. Canale, Co-Trustees of the Canale Family Trust Under Declaration of Trust Dated November 7,

1997. The parcel is unimproved, containing approximately 2.01 acres, and is zoned "CC," Community Commercial.

The entire parcel was determined to be needed for two separate projects, SR-60/Moreno Beach Interchange Improvements and SR-60/Nason Interchange Improvements (Project No. 98-25897). The SR-60/Moreno Beach project proposes to realign the SR-60/Moreno Beach on- and off-ramps, add auxiliary lanes in both directions on SR-60 between Moreno Beach and Nason, replace the overcrossing structure at Moreno Beach, and related work. The SR-60/Nason Street project proposes to construct eastbound on- and off-ramps, westbound on- and off-ramps, and road improvements on Nason Street from Fir Avenue to Elder Avenue. The purpose of both projects is to alleviate congestion, enhance freeway access, and accommodate ultimate bridge widenings.

DISCUSSION

The "Agreement for Conveyance of Property" is to acquire fee interest in the portion of APN 488-100-002 that is needed for the SR-60/Moreno Beach project, consisting of 83,916 square feet on the Waugh/Meyer/Canale Trusts property.

The parcel needed from this owner has a large portion needed for the proposed SR-60/Moreno Beach eastbound off-ramp and one small portion needed for the proposed SR-60/Nason eastbound on-ramp. Since the entire parcel was needed for two separate projects, the owner requested, and the City and Caltrans agreed, to appraise and acquire the property for both projects at one time to reduce hardship on the owner. The entire appraisal was approved in Closed Session on October 7, 2008. The final acquisition amount for the SR-60/Moreno Beach portion of the property exceeds $100,000 and requires that the Agreement be approved by City Council. The smaller portion of the parcel needed for SR-60/Nason is less than $100,000, so does not need Council approval. However, the final agreements with the owner stipulate that both escrows close concurrently. Therefore, acquisition will allow the City to enter into escrow with this owner and, therefore, move forward with both the SR-60/Moreno Beach Interchange Project and the SR-60/Nason Street Interchange Improvement Project.

ALTERNATIVES

1. Approve and execute the "Agreement for Conveyance of Property" for the acquisition of a portion of APN 488-100-002 and authorize the City Manager to execute said Agreement in the form attached hereto; authorize a Purchase Order in the amount of $874,550 ($849,550 for the purchase price plus $25,000 for escrow fees) when the Agreement has been signed by all parties (Account No. 415.70024); and authorize the Financial & Administrative Services Director to wire transfer funds into escrow in the amount of $874,550 ($849,550 for the purchase price plus $25,000 for escrow fees) for a portion of APN 488-100-002. *This alternative will facilitate the timely construction of the projects.*

2. Do not approve and execute the "Agreement for Conveyance of Property" for the acquisition of a portion of APN 488-100-002 and do not authorize the City Manager to execute said Agreement in the form attached hereto; do not authorize a Purchase Order in the amount of $874,550 ($849,550 for the purchase price plus $25,000 for escrow fees) when the Agreement has been signed by all parties (Account No. 415.70024); and do not authorize the Financial & Administrative Services Director to wire transfer funds into escrow in the amount of $874,550 ($849,550 for the purchase price plus $25,000 for escrow fees) for a portion of APN 488-100-002. *This alternative will delay the construction of the projects.*

FISCAL IMPACT

The SR-60/Moreno Beach Drive Interchange Project is funded using Transportation Uniform Mitigation Fees (Fund 415). There is no impact to the General Fund.

FY 2009/2010 AVAILABLE FUNDS

TUMF Funds for SR-60/Moreno Beach Interchange (Account 415.70024).....	$3,309,000
Available Funds.....	**$3,309,000**

FY 2009/2010 ESTIMATED COST FOR DESIGN AND RIGHT-OF-WAY

Design	$809,000
Acquisition of a Portion of APN 488-100-002	$875,000
Remaining Right-of-Way	$1,625,000
Total Cost.....	**$3,309,000**

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:
Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained.

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

SUMMARY

The "Agreement for Conveyance of Property" is to acquire fee interest in the portion of APN 488-100-002 that is needed for the SR-60/Moreno Beach project, consisting of 83,916 square feet on the Waugh/Meyer/Canale Trusts property. The entire parcel (APN 488-100-002) is being acquired for both the SR-60/Moreno Beach Drive and SR-60/Nason Interchange improvement projects at the same time to minimize any hardship on the property owner. The approval of this Agreement will allow the City to move forward with both the SR-60/Moreno Beach Interchange Project (Project No. 07-41570024) and the SR-60/Nason Street Interchange Improvement Project (Project No. 98-25897).

ATTACHMENT

Attachment "A"" – Agreement for Conveyance of Property (APN 488-100-002)

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 - 07-41570024 Rte 60 Nason-Moreno Beach Bridge Intrchng\CC Reports\Agmt for Con`veyance of Property - APN 488-100-002 (Canale).doc

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Project: SR-60/Moreno Beach Interchange and Improvement Project
Project No.: 0027(012)
EA No.: 08-323011
APN: 488-100-002

AGREEMENT
FOR CONVEYANCE OF PROPERTY

THIS AGREEMENT is entered into by and between FRED R. WAUGH, TRUSTEE OF THE WAUGH FAMILY TRUST UNDER DECLARATION OF TRUST DATED MARCH 28, 1974, JOSEPH D. MEYER AND MAGGIE K. MEYER, CO-TRUSTEES OF THE MEYER FAMILY TRUST UNDER DECLARATION OF TRUST DATED NOVEMBER 30, 1990, and LAWRENCE J. CANALE AND DEBBIE L. CANALE, CO-TRUSTEES OF THE CANALE FAMILY TRUST UNDER DECLARATION OF TRUST DATED NOVEMBER 7, 1997 (individually and collectively, "Grantors") and CITY OF MORENO VALLEY, a municipal corporation ("Grantee").

RECITALS

A. Grantors own, as tenants in common, certain real property adjacent to the State Route 60 freeway in the City of Moreno Valley, State of California bearing Assessor Parcel No. 488-100-002, and more specifically described on Exhibit "A", attached hereto and incorporated herein by reference (the "Property").

B. Grantee has the power of condemnation pursuant to California Government Code Section 37350.5;

C. Grantors have agreed to sell the Property to Grantee, and Grantee has agreed to purchase the Property from Grantors, all upon the terms and conditions set forth herein.

AGREEMENT

The parties therefore agree as follows:

1. PURCHASE.

Grantee agrees to buy and Grantors agree to sell and convey to Grantee the Property for the purchase price and upon the terms and conditions hereinafter set forth. The Purchase Price, defined below, is acknowledged by both parties to be fair market value for the Property.

Attachment "A"

2. ESCROW.

Upon execution of this Agreement by all parties, Grantee shall open an escrow (the "Escrow") with Stewart Title Company (the "Escrow Holder") for the purpose of consummating the purchase and sale of the Property. The parties hereto shall execute and deliver to Escrow Holder such escrow instructions prepared by Escrow Holder as may be required to consummate this transaction. Any such instructions shall not conflict with, amend, or supersede any provision of this Agreement. If there is any inconsistency between such instructions and this Agreement, this Agreement shall control unless the parties agree in writing otherwise. The Escrow Instructions shall include the following terms and conditions of sale:

2.1. Purchase Price.

The total purchase price for the Property shall be the lump sum of Eight Hundred Forty-Nine Thousand Five Hundred Fifty and No/100 Dollars ($849,550.00) which shall be paid by Grantee to Grantors through Escrow Holder in cash at Close of Escrow.

2.2. Close of Escrow.

Escrow shall close on or before sixty (60) days following the execution of this Agreement (the "Close of Escrow"). This Agreement is being executed concurrently with another Purchase Agreement between Grantors and Grantee for certain real property contiguous to the Property ("Adjacent Purchase Agreement"). Grantee shall close escrow under the Adjacent Purchase Agreement concurrently with the Close of Escrow hereunder. It shall be a condition to Grantor's obligations hereunder that the Adjacent Purchase Agreement closes escrow concurrently with the Close of Escrow hereunder.

2.3. Condition of Title to the Property.

Grantors shall convey title to the Property to Grantee by a Grant Deed in the form attached hereto as Exhibit "B", and incorporated herein by reference ("Grant Deed"), subject to all exceptions of record. Grantee shall have the right to obtain, at its cost, a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by a title insurance company to be selected by Grantee in an amount equal to the purchase price. Any exceptions to title representing monetary liens or encumbrances caused by Grantors are hereby disapproved by Grantee, and Escrow Holder is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any such monetary exceptions to Grantee's title to the Property at or prior to the Close of Escrow.

2.4. Escrow and Closing Costs.

Grantee shall pay the cost of the Title Policy, all Escrow fees (including reconveyance fees, trustee's fees or forwarding fees for any partial reconveyance or subordination of a deed of trust or mortgage), and all recording costs incurred herein. All parties acknowledge that Grantee is exempt from payment of documentary transfer taxes. In connection with the foregoing, it is the intention of Grantors and Grantee that Grantee shall pay all costs of the transaction contemplated hereby, so that Grantors receive Eight Hundred Forty-Nine Thousand Five Hundred Fifty and No/100 Dollars ($849,550.00) at the Closing, subject only to a

deduction for the proration of any taxes that may be attributable to Grantors hereunder and the payment of any monetary liens for which Grantors are responsible under Section 2.3 above. All other costs and expenses related to the transaction contemplated herein shall be paid by Grantee.

2.5. Investigations.

Prior to the Close of Escrow, Grantee may, at its option, conduct, at Grantee's expense, any and all non-invasive investigations, inspections, surveys, and tests of the Property, which Grantee determines, in its sole discretion, are required to determine the suitability of the Property for Grantee's intended use thereof. Grantee shall not conduct any invasive testing without Grantors' approval, which approval shall not be unreasonably withheld, and subject to such conditions as Grantors may reasonably require. If Grantee determines that the Property is not suitable for its intended use, Grantee may disapprove this item and terminate this Agreement as provided at Section 2.2 above. Grantors hereby grant to Grantee, and Grantee's employees, representatives, agents and independent contractors, a license to enter the Property for purposes of conducting such investigations, inspections, surveys, and tests. Grantee shall repair any damage to the Property resulting from such investigations, inspections, surveys, and tests conducted by Grantee or Grantee's employees, representatives, agents or independent contractors. Grantee shall indemnify, defend and hold Grantors harmless from any and all losses, costs, liabilities, expenses or damages suffered by Grantors arising out of the exercise of any rights hereunder by Grantee. In addition, during the entire term of this Agreement, Grantee agrees to procure and maintain General Liability Insurance in a form and substance and with carriers acceptable to Grantors at its sole expense to protect against loss from liability imposed by law for damages on account of bodily injury, including death therefrom, suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of Grantee, its consultants, sub-consultants, or any person acting for Grantee or under its control or direction, and also to protect against loss from liability imposed by law for any damages to any property or any persons caused directly or indirectly by or from acts or activities of Grantee, its consultants, sub-consultants, or any person acting for Grantee or under its control or direction. Such public liability and property damage insurance shall be maintained in full force and effect throughout the terms of this Agreement and any extension thereof in the minimum limits provided below:

GENERAL LIABILITY

Bodily Injury	$1,000,000 per occurrence
Property Damage	$ 500,000 per occurrence

A combined single limit policy with aggregate limits in the amount of Two Million and No/100 Dollars ($2,000,000.00) will be considered equivalent to the above minimum limits.

In connection with Grantee's review of the Property and upon Grantee's request, Grantors agree to provide to Grantee, without warranty, copies of any non-proprietary reports or surveys that that are in Grantor's possession and relate to the condition of the Property.

2.6. Deposit of Funds and Documents.

A. Prior to Close of Escrow, Grantee shall deposit into Escrow (i) all Escrow and Closing Costs as described above; (ii) the purchase price to be paid to Grantors through Escrow; and (iii) such other documentation as is necessary to close Escrow in conformance herewith.

B. Prior to the Close of Escrow, Grantors shall deposit into Escrow (i) the properly executed Grant Deed; and (ii) such other documents, if any, as are necessary to close Escrow in conformance herewith.

2.7. Grantee's Conditions Precedent to Close of Escrow.

The Close of Escrow is subject to the following conditions:

(a) All representations and warranties of Grantors set forth in this Agreement shall be true and correct as of the Close of Escrow; and

(b) Grantors shall timely perform all obligations required by the terms of this Agreement to be performed by them.

2.8. Grantors' Conditions Precedent to Close of Escrow.

The Close of Escrow is subject to the following conditions:

(a) All representations and warranties of Grantee set forth in this Agreement shall be true and correct as of the Close of Escrow; and

(b) Grantee shall timely perform all obligations required by the terms of this Agreement to be performed by Grantee.

2.9. Taxes and Assessments.

Real property taxes and assessments shall be prorated and adjusted on the basis of the actual days in the calendar year, with Grantee being allocated for all such taxes and assessments beginning as of the Closing Date. Grantors shall pay all such taxes and assessments attributable to any period of time before the Closing Date.

2.10. Tax-Deferred Exchange.

Grantors may use the proceeds from the sale of the Property to affect one or more tax deferred exchanges under Internal Revenue Code §§ 1031 or 1033. Grantee agrees to accommodate Grantors in effecting such tax-deferred exchange. Grantors shall have the right, expressly reserved herein, to elect such tax-deferred exchange at any time before the Close of Escrow. Grantors and Grantee agree, however, that consummation of the purchase and sale of the Property is not conditioned on such exchange. If Grantors elect to make a tax-deferred exchange, Grantee agrees to execute such additional escrow instructions, deeds, documents, agreements, or instruments to effect such exchange, provided that Grantee shall incur no

additional costs, expenses, or liabilities in this transaction as a result of or in connection with this exchange. Grantors agree to hold Grantee harmless from any liability, damages, or costs, including reasonable attorney fees, that may arise from Grantee's participation in such exchange.

3. POSSESSION OF PROPERTY.

Grantors and Grantee acknowledge and agree that, under certain circumstances as outlined in this Section 3, it may be necessary for Grantee to take possession of the Property and begin construction of certain works of improvement on the Property prior to the Close of Escrow. Accordingly, Grantors and Grantee hereby agree that Grantee shall have the right to take possession of the Property and begin construction of works of improvement on the Property if the following three (3) conditions are satisfied: (i) all conditions to the Close of Escrow in favor of both Grantors and Grantee have been satisfied or waived by the appropriate party, (ii) Grantee has deposited the entire Purchase Price into Escrow, and (iii) Grantee has fully performed its obligations under this Agreement and is ready, willing and able to proceed to the Closing.

In connection with any entry onto the Property pursuant to this Section 3, Grantee shall indemnify, defend and hold Grantors harmless from any and all losses, costs, liabilities, expenses or damages suffered by Grantors arising out of the exercise of any rights hereunder by Grantee. In addition, prior to any entry onto the Property pursuant to this Section 3, Grantee shall provide Grantors at least fifteen (15) days notice of such entry, and Grantee shall procure commercial general liability insurance with limits of not less than Ten Million and No/100 Dollars ($10,000,000.00) naming Grantors as additional insureds, and shall provide a certificate of such insurance to Grantors.

4. REPRESENTATIONS AND WARRANTIES OF GRANTORS.

Grantors make the following representations and warranties, each of which shall survive the Close of Escrow:

(a) Grantors have full power and authority to own and sell and convey the Property to Grantee and to enter into and perform his/her/its obligations pursuant to this Agreement;

(b) The execution and delivery of this Agreement by Grantors, Grantors' performance hereunder, and the consummation of this transaction will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Grantors are at present parties, or by which Grantors are bound;

(c) Grantors will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Grantee;

(d) To Grantors' knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Property is pending; and

(e) Grantors have and shall have paid before Close of Escrow any and all current and past due taxes, assessments, penalties and interest levied and assessed against the Property for any period prior to the Closing. If not paid prior to Close of Escrow, Grantors hereby authorize Escrow Holder to disburse to the taxing authority from funds otherwise due to Grantors an amount sufficient to discharge said taxes, assessments, penalties and interest. Unless the Property is assessed separately, Grantors also covenant and agree to keep current, year-by-year, all taxes, assessments, penalties and interest levied and assessed against the Property for any period prior to the Closing and the larger Property of which it is a part.

All of Grantors' representations and warranties made in this Agreement are being made based upon the actual knowledge of Fred R. Waugh, Joseph D. Meyer and Larry J. Canale without any duty of inquiry. These representations and warranties shall survive the Close of Escrow.

5. COVENANTS AND AGREEMENTS OF GRANTEE.

5.1. Representations and Warranties of Grantee.

Grantee represents and warrants that the execution and delivery of this Agreement by Grantee, Grantee's performance hereunder, and the consummation of this transaction will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Grantee is at present a party, or by which Grantee is bound. Grantee's representations and warranties herein shall survive the Close of Escrow.

5.2. Post-Closing Improvement Covenants.

A. Grantee shall repair and restore any improvements or land (other than the Property and any improvements located thereon) belonging to Grantors that may be damaged by Grantee or Grantee's contractor during construction of the works of improvement for which the Property is conveyed, or, at Grantee's option, pay to Grantors the market value of such improvements, provided that this Section shall not be construed to require Grantee to pay for the use for which the Property is intended.

B. Grantee shall save harmless and indemnify Grantors against any and all claims, demands, suits, judgments, expenses, and costs on account of injury to, or death of, persons, or loss of, or damage to, property of others, incurred during or proximately caused by acts or omissions of Grantee or Grantee's contractor in the performance of any work by Grantee or Grantee's contractor to construct the works of improvement for which the Property is conveyed.

5.3. GRANTEE ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN SECTION 4, GRANTORS HAVE NOT MADE, DO NOT MAKE AND SPECIFICALLY NEGATE AND DISCLAIM ANY REPRESENTATIONS OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) VALUE; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY CONDUCT THEREON (C) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING, WITHOUT

LIMITATION, THE WATER, SOIL AND GEOLOGY; (D) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (E) COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATION, ORDERS OR REQUIREMENTS, INCLUDING, WITHOUT LIMITATION, TITLE III OF THE AMERICANS WITH DISABILITIES ACT OF 1990, CALIFORNIA HEALTH & SAFETY CODE, THE FEDERAL WATER POLLUTION CONTROL ACT, THE FEDERAL RESOURCE CONSERVATION AND RECOVERY ACT, THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, THE RESOURCE CONSERVATION AND RECOVERY ACT OF 1976, THE CLEAN WATER ACT, THE SAFE DRINKING WATER ACT, THE HAZARDOUS MATERIALS TRANSPORTATION ACT, THE TOXIC SUBSTANCE CONTROL ACT, AND REGULATIONS PROMULGATED UNDER ANY OF THE FOREGOING; (F) THE PRESENCE OR ABSENCE OF HAZARDOUS MATERIALS AT, ON, UNDER, OR ADJACENT TO THE PROPERTY; (G) THE CONTENT, COMPLETENESS OR ACCURACY OF ANY DUE DILIGENCE MATERIALS OR OTHER DOCUMENTS THAT SELLER MAY PROVIDE TO BUYER OR PRELIMINARY REPORT REGARDING TITLE; OR (H) WITH RESPECT TO ANY OTHER MATTER. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY AND REVIEW INFORMATION AND DOCUMENTATION AFFECTING THE PROPERTY, GRANTEE IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND REVIEW OF SUCH INFORMATION AND DOCUMENTATION, AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTORS. GRANTEE REPRESENTS, WARRANTS, AND COVENANTS TO GRANTORS, WHICH REPRESENTATION, WARRANTY, AND COVENANT SHALL SURVIVE THE CLOSE OF ESCROW AND NOT BE MERGED WITH THE GRANT DEED, THAT, EXCEPT FOR GRANTORS' EXPRESS REPRESENTATION AND WARRANTY SPECIFIED IN THIS AGREEMENT, GRANTEE IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE PROPERTY.

BY INITIALING BELOW, THE GRANTEE ACKNOWLEDGES THAT (I) THIS SECTION HAS BEEN READ AND FULLY UNDERSTOOD, AND (II) GRANTEE HAS HAD THE CHANCE TO ASK QUESTIONS OF ITS COUNSEL ABOUT ITS MEANING AND SIGNIFICANCE.

GRANTEE'S INITIAL _____

6. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE.

A. By execution of this Agreement, Grantors, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby acknowledge that this Agreement provides full payment for the acquisition of the Property by Grantee, and Grantors hereby expressly and unconditionally waive any and all claims for damages, relocation assistance benefits, severance damages, interest, loss of goodwill, claims for inverse condemnation or unreasonable precondemnation conduct, or any other compensation or benefits, other than as already expressly provided for in this Agreement, it being understood that this is a

complete and full settlement of all acquisition claims, liabilities, or benefits of any type or nature whatsoever relating to or in connection with the acquisition of the Property .

B. This Agreement arose out of Grantee's efforts to acquire the Property through its municipal authority. The parties agree that this Agreement is a settlement of claims in order to avoid litigation and shall not in any manner be construed as an admission of the fair market value of the Property or of the Property or of liability by any party to this Agreement. Grantors, on behalf of themselves and their respective heirs, executors, administrators, successors and assigns, hereby fully release Grantee, its successors, agents, representatives, and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Grantee's efforts to acquire the Property or to construct works of improvement thereon, or any preliminary steps thereto, except as set forth in Section 5 above. Grantors further release and agree to hold Grantee harmless from any and all claims by reason of any leasehold interest in the Property that was granted by Grantors.

C. Grantors hereby acknowledge that they have been advised by their attorney and are familiar with the provisions of California Civil Code Section 1542, which provides as follows:

> "A general release does not extend to claims which the Creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

Grantors acknowledge that they may have sustained damage, loss, costs or expenses which are presently unknown and unsuspected, and such damage, loss, costs or expenses which may have been sustained, may give rise to additional damage, loss, costs or expenses in the future. Nevertheless, Grantors hereby acknowledge that this Agreement has been negotiated and agreed upon in light of that situation, and hereby expressly waive any and all rights which they may have under California Civil Code Section 1542, or under any statute or common law or equitable principal of similar effect, except as set forth in Section 5 above.

This acknowledgment and release shall survive the Close of Escrow.

7. REMEDIES.

If Grantors default under this Agreement, then Grantee may, at Grantee's option, terminate the Escrow or initiate an action for specific performance of this Agreement. If Grantee defaults under this Agreement, then Grantors may, at Grantors' option, terminate the Escrow or pursue any rights or remedies that Grantors may have at law or in equity.

8. MISCELLANEOUS.

A. Notice. Any notice to be given or other document or documents to be delivered to either party by the other hereunder may be delivered in person or may be deposited in the United States Mail in the State of California, duly registered or certified, with postage prepaid, and addressed as follows:

Grantors:	Fred R. Waugh Joseph D. Meyer and Maggie. K. Meyer Lawrence J. Canale and Debbie L. Canale 5225 Canyon Crest Drive, Suite 166 Riverside, CA 92507
With a Copy to:	J. Matthew Wilcox, Esq. Gresham Savage Nolan & Tilden 550 E. Hospitality Lane, Suite 300 San Bernardino, CA 92408
Grantee:	City of Moreno Valley 14177 Frederick Street P. O. Box 88005 Moreno Valley, CA 92552-0805 Attn: Margery Lazarus Senior Engineer, P.E.

Any party hereto may, from time to time, by written notice to the other parties, designate a different address, which shall be substituted for the one specified above. Any notice or other documents sent by registered or certified mail as aforesaid shall be deemed to have been effectively served or delivered at the expiration of twenty-four (24) hours following the deposit of said notice or other documents in the United States mail.

B. Time of Essence. Time is of the essence with respect to each and every provision hereof.

C. Assignment. Neither this Agreement, nor any interest herein, shall be assignable by any party without prior written consent of the other party.

D. Governing Law. All questions with respect to this Agreement, and the rights and liabilities of the parties hereto, shall be governed by the laws of the State of California.

E. Inurement. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

F. Attorneys' Fees. If any legal action, arbitration or other proceeding is brought for the interpretation or enforcement of this Agreement, or because of any alleged dispute, breach, default or misrepresentation in connection with the Agreement, the successful or prevailing party shall be entitled to recover actual attorneys fees (including fees for in-house counsel, paraprofessionals and similar personnel and disbursements) and other costs it incurs in that action or proceeding, in addition to any other relief to which it may be entitled. The parties agree that actual attorneys' fees shall be based on the attorneys fees actually incurred (based on the attorneys' customary hourly billing rates including, but not limited to, equivalent rates for in-house counsel) rather than the court or arbitrator making an independent inquiry concerning reasonableness. The venue of any such action, arbitration, lawsuit or other proceeding or

litigation may, at the option of the Grantee, be laid in Riverside County, California, and the parties waive any right to change of venue.

G. Entire Agreement. This Agreement contains the entire Agreement of the parties hereto, and supersedes any prior written or oral agreements between them concerning the subject matter contained herein. There are no representations, agreements, arrangements, or understandings, oral or written, between the parties hereto, relating to the subject matter contained in this Agreement which are not fully expressed herein.

H. Additional Documents. The parties hereto agree to execute any and all additional documents and instruments necessary to carry out the terms of this Agreement.

I. Confidentiality. Grantors and Grantee will keep confidential the terms of this Agreement and refrain from disclosing or causing same to be disclosed to any person or entity not specifically released herein. In no event, however, shall Grantors or Grantee be required to refrain from disclosing the terms of this Agreement where: (i) they are legally required to do so, whether by statute, court order, process or otherwise; or (ii) disclosure is required or necessary to enforce any right, duty, obligation or release arising under the terms of this Agreement; or (iii) disclosure is required or necessary in order for Grantors or Grantee, as the case may be, or any of their agents or employees, to maintain or compile their personal or business books or records; or (iv) disclosure is necessary or required in order for Grantors or Grantee, as the case may be, or any of their agents or employees, to prepare and file income tax returns or any other forms required by any governmental, administrative or regulatory entities, boards or authorities.

J. No Admissions. This Agreement is a compromise and settlement of outstanding claims between the parties relating to Grantee's acquisition of the Property and shall never be treated as an admission by either party to the Agreement for any purpose in any judicial, arbitration or administrative proceeding between the parties. This Section shall not apply to any claim that one may have against the other for breach of any provision or covenant of this Agreement.

K. No Merger. All representations, warranties, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Grant Deed for the Property.

L. Ratification. This Agreement is subject to approval and ratification by the City Council of the City of Moreno Valley.

M. Broker. Grantors and Grantee each represent and warrant to the other that no broker, agent or finder has been engaged by it in connection with the transaction contemplated by this Agreement and that all negotiations relative to these instructions and this transaction have been carried out by such party directly with the other party without the intervention of any person in such a manner as to give rise to any valid claim against either of the parties for a broker's commission, finder's fee or other like payment. Notwithstanding the foregoing, each of Joseph D. Meyer and Fred. R. Waugh hereby disclose the fact that they are licensed real estate brokers in the State of California. Each of the parties shall indemnify and

defend the other party and hold it harmless from any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, which the other party may incur or sustain by reason of or in connection with any misrepresentation or breach of warranty by the indemnifying party with respect to the foregoing.

N. Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

[REST OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES ON NEXT PAGE]

EXECUTED on the date or dates set forth below. This Agreement shall be effective as of the date signed by all parties.

GRANTORS:

FRED R. WAUGH, Trustee of the WAUGH FAMILY TRUST, under declaration of trust dated March 28, 1974

By:_____
Fred R. Waugh, Trustee

JOSEPH D. MEYER and MAGGIE K. MEYER, Co-Trustees of the MEYER FAMILY TRUST, under declaration of trust dated November 30, 1990

By:_____
Joseph D. Meyer, Co-Trustee

By:_____
Maggie K. Meyer, Co-Trustee

LAWRENCE J. CANALE and DEBBIE L. CANALE, Co-Trustees of the CANALE FAMILY TRUST, under declaration of trust dated November 7, 1997

By:_____
Lawrence J. Canale, Trustee

By:_____
Debbie L. Canale, Trustee

GRANTEE:

CITY OF MORENO VALLEY, a municipal corporation

By:_____
Name:_____
Its:_____

Attest:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

EXHIBIT "A"

Parcel "A" of Parcel Map No 30882 in the City of Moreno Valley, County of Riverside, State of California, as shown on map filed in Book 208, pages 3 through 8, inclusive of Parcel Maps, records of said county, **EXCEPTING THEREFROM** all that portion thereof lying within the following described strip of land:

BEGINNING at the intersection of the westerly line of the southeast quarter of Section 3, Township 3 South, Range 3 West, San Bernardino Meridian and a line parallel to and distant 26.518 meters (87.00 feet) southerly of the centerline of State Route 60 as shown on Caltrans Right-of-Way Map 414534 (VIII-Riv-19-C), said southerly line being the southerly line of land described in document recorded June 22, 1961 in Book 2931, page 192 Official Records of said county, said intersection being the westerly terminus of that certain "Course (1)" designated therein; thence along said southerly line and along said parallel line South 89°32'23" East 72.872 meters (239.08 feet); thence South 00°27'37" West 5.331 meters (17.49 feet); thence North 89°32'23" West 47.409 meters (155.54 feet) to a line that bears North 77°54'34" West, said line being the southerly line of said Parcel "A"; thence continuing North 89°32'23" West 25.470 meters (83.56 feet) to said westerly line; thence along said westerly line North 00°31'51" East 5.331 meters (17.49 feet) to the **POINT OF BEGINNING.**

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to said freeway.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6.

Multiply all distances shown by 1.00006355 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature _____
JAMES JOHN IMBIORSKI, L.S. 4430
Expires 09/30/09

LICENSED LAND SURVEYOR
JAMES JOHN IMBIORSKI
NO. 4430
Exp. 09/30/09
STATE OF CALIFORNIA

Date Oct 16, 2008

08-Riv-60-KP 30.41- Remainder Portion Parcel "A" PM 30882

PARCEL 9
PARCEL 8
PARCEL 7
P.M. NO. 30411
P.M.B. 217/67-72
SEE SHEET 12
SEE DETAIL 2
PARCEL 1 PER LLA 986 RECORDED 10/22/2007 AS DOC. No. 2007-648810 O.R.
PARCEL 2 PER LLA 986 RECORDED 10/22/2007 AS DOC. No. 2007-648810 O.R.
PARCEL 3 PER LLA 986 RECORDED 10/22/2007 AS DOC. No. 2007-648810 O.R.
T.5S., R.3W., S.B.M.
SEC. 3
P.M. NO. 30882
P.M.B. 208/3-8
PARCEL 1 PER LLA 987 RECORDED 10/22/2007 AS DOC. No. 2007-648812 O.R.
PARCEL 3 PER LLA 987 RECORDED 10/22/2007 AS DOC. No. 2007-648812 O.R.
PARCEL 1 PER LLA 988 RECORDED 10/22/2007 AS DOC. No. 2007-648814 O.R.
PARCEL 2 PER LLA 988 RECORDED 10/22/2007 AS DOC. No. 2007-648814 O.R.
PARCEL A
RIGHT OF WAY MAP

EXHIBIT B

GRANT DEED

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

City Clerk
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley
By:
A.P.N. 488-100-002

(Space above this line for Recorder's use)
DOCUMENTARY TRANSFER TAX IS NONE.
Public Agency exempt.
Revenue and Taxation Code Section 11922

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

FRED R. WAUGH, TRUSTEE OF THE WAUGH FAMILY TRUST UNDER DECLARATION OF TRUST DATED MARCH 28, 1974, as to an undivided 1/3 interest, JOSEPH D. MEYER AND MAGGIE K. MEYER, CO-TRUSTEES OF THE MEYER FAMILY TRUST UNDER DECLARATION OF TRUST DATED NOVEMBER 30, 1990, as to an undivided 1/3 interest, and LAWRENCE J. CANALE AND DEBBIE L. CANALE, CO-TRUSTEES OF THE CANALE FAMILY TRUST UNDER DECLARATION OF TRUST DATED NOVEMBER 7, 1997, as to an undivided 1/3 interest, all as tenants in common,

hereby grant and convey to the CITY OF MORENO VALLEY, a municipal corporation, the real property in the City of Moreno Valley, County of Riverside, State of California, described on the attached Exhibit "A".

SUBJECT TO: (1) real property taxes and assessments not delinquent; (2) covenants, conditions, restrictions, reservations, rights of way, liens, leases, licenses, rights of occupancy and easements of record, if any; and (3) all matters that would be disclosed or apparent by a survey and/or inspection of the Property.

[END – SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this instrument has been executed this _____ day of _____, 20__.

FRED R. WAUGH, Trustee of the WAUGH FAMILY TRUST, under declaration of trust dated March 28, 1974

By:_____
Fred R. Waugh, Trustee

JOSEPH D. MEYER and MAGGIE K. MEYER, Co-Trustees of the MEYER FAMILY TRUST, under declaration of trust dated November 30, 1990

By:_____
Joseph D. Meyer, Co-Trustee

By:_____
Maggie K. Meyer, Co-Trustee

LAWRENCE J. CANALE and DEBBIE L. CANALE, Co-Trustees of the CANALE FAMILY TRUST, under declaration of trust dated November 7, 1997

By:_____
Lawrence J. Canale, Trustee

By:_____
Debbie L. Canale, Trustee

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On August 24, 2009, before me, Krystle Danko, a Notary Public, in and for said County and State, personally appeared FRED R. WAUGH, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or entity upon behalf of which the person acted, executed the instrument.

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

WITNESS my hand and official seal.

Krystle Danko
Notary Public

KRYSTLE DANKO
Commission # 1744665
Notary Public - California
Riverside County
My Comm. Expires May 12, 2011

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On August 24, 2009, before me, Krystle Danko, a Notary Public, in and for said County and State, personally appeared JOSEPH D. MEYER and MAGGIE K. MEYER, who proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons, or entity upon behalf of which the persons acted, executed the instrument.

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

WITNESS my hand and official seal.

Krystle Danko
Notary Public

KRYSTLE DANKO
Commission # 1744665
Notary Public - California
Riverside County
My Comm. Expires May 12, 2011

STATE OF CALIFORNIA)
)
COUNTY OF RIVERSIDE)

On August 24, 2009, before me, Krystle Danko, a Notary Public, in and for said County and State, personally appeared LAWRENCE J. CANALE and DEBBIE L. CANALE, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

KRYSTLE DANKO
Commission # 1744665
Notary Public - California
Riverside County
MyComm.Expires May 12, 2011

Krystle Danko
Notary Public

CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by the Grant Deed from FRED R. WAUGH, TRUSTEE OF THE WAUGH FAMILY TRUST UNDER DECLARATION OF TRUST DATED MARCH 28, 1974, as to an undivided 1/3 interest, JOSEPH D. MEYER AND MAGGIE K,. MEYER, CO-TRUSTEES OF THE MEYER FAMILY TRUST UNDER DECLARATION OF TRUST DATED NOVEMBER 30, 1990, as to an undivided 1/3 interest, and LAWRENCE J. CANALE AND DEBBIE L. CANALE, CO-TRUSTEES OF THE CANALE FAMILY TRUST UNDER DECLARATOIN OF TRUST DATED NOVEMBER 7, 1997, as to an undivided 1/3 interest, all as tenants in common, to the City of Moreno Valley, is hereby accepted by order of the Moreno Valley City Council, pursuant to its authority on April 22, 2008 and the grantees consent to recordation. Thereof by its duly authorized officer.

Dated: _____

_____

City Clerk, of the City of Moreno Valley

NOTARY ACKNOWLEDGMENT

State of _____ }
County of _____ } ss

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

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

WITNESS my hand and official seal.

_____

Signature of Notary

Notary Seal

EXHIBIT "A"

Parcel "A" of Parcel Map No 30882 in the City of Moreno Valley, County of Riverside, State of California, as shown on map filed in Book 208, pages 3 through 8, inclusive of Parcel Maps, records of said county, **EXCEPTING THEREFROM** all that portion thereof lying within the following described strip of land:

BEGINNING at the intersection of the westerly line of the southeast quarter of Section 3, Township 3 South, Range 3 West, San Bernardino Meridian and a line parallel to and distant 26.518 meters (87.00 feet) southerly of the centerline of State Route 60 as shown on Caltrans Right-of-Way Map 414534 (VIII-Riv-19-C), said southerly line being the southerly line of land described in document recorded June 22, 1961 in Book 2931, page 192 Official Records of said county, said intersection being the westerly terminus of that certain "Course (1)" designated therein; thence along said southerly line and along said parallel line South 89°32'23" East 72.872 meters (239.08 feet); thence South 00°27'37" West 5.331 meters (17.49 feet); thence North 89°32'23" West 47.409 meters (155.54 feet) to a line that bears North 77°54'34" West, said line being the southerly line of said Parcel "A"; thence continuing North 89°32'23" West 25.470 meters (83.56 feet) to said westerly line; thence along said westerly line North 00°31'51" East 5.331 meters (17.49 feet) to the **POINT OF BEGINNING.**

This conveyance is made for the purpose of a freeway and the grantor hereby releases and relinquishes to the grantee any and all abutter's rights including access rights, appurtenant to grantor's remaining property, in and to said freeway.

The bearings and distances used in the above description are based on the California Coordinate System of 1983, Zone 6.

Multiply all distances shown by 1.00006355 to obtain ground level distances.

This real property description has been prepared by me, or under my direction, in conformance with the Professional Land Surveyors Act.

Signature _____
JAMES JOHN IMBIORSKI, L.S. 4430
Expires 09/30/09

LICENSED LAND SURVEYOR
JAMES JOHN IMBIORSKI
NO. 4430
Exp. 09/30/09
STATE OF CALIFORNIA

Date Oct 16, 2008

08-Riv-60-KP 30.41- Remainder Portion Parcel "A" PM 30882

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Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: September 8, 2009

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of August 19 – September 1.

Reports on Reimbursable Activities August 19 – September 1		
Council Member	Date	Meeting
William H. Batey II	8/20/09	March Field Air Museum – 25th Annual Fundraising Barbecue
	8/27/09	State of the City Address
	9/1/09	Moreno Valley Hispanic Chamber of Commerce - Adelante
Bonnie Flickinger	8/20/09	March Field Air Museum – 25th Annual Fundraising Barbecue
	8/26/09	Moreno Valley Chamber of Commerce – Wake-Up Moreno Valley
	8/27/09	State of the City Address
Robin N. Hastings	8/20/09	March Field Air Museum – 25th Annual Fundraising Barbecue
Jesse L. Molina	8/20/09	March Field Air Museum – 25th Annual Fundraising Barbecue
	8/26/09	Moreno Valley Chamber of Commerce – Wake-Up Moreno Valley
	8/27/09	State of the City Address
Richard A. Stewart	8/27/09	State of the City Address

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:

\\Zurich\shared\InterDept\Council-Clerk\City Clerk Files\Council Office\AB 1234 Reports\2009\090809.doc

APPROVALS	
BUDGET OFFICER	caf
CITY ATTORNEY	RM
CITY MANAGER	RM

Report to City Council

TO: Mayor and Members of the City Council; and Mayor and City Council, acting in their respective capacities as the President and Members of the Board of Directors of the Moreno Valley Community Services District

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

AGENDA DATE: September 8, 2009

TITLE: PM 33152-1 – EXECUTE A GRANT DEED TO ANDLAND PROPERTIES, LLC FOR THAT PORTION OF PARCELS 1, 2 AND THE REMAINDER PARCEL OF PARCEL MAP NO. 33152-1 ASSOCIATED WITH THE OLD 215 FRONTAGE ROAD RIGHT-OF-WAY REDUCTION

AT THE SOUTHEAST CORNER OF OLD 215 FRONTAGE ROAD AND ALESSANDRO BOULEVARD

DEVELOPER: ANDLAND PROPERTIES, LLC
22629 FELBAR AVENUE
TORRANCE, CA 90505

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Authorize the Mayor to execute the Grant Deed transferring the City's fee-title interest for that portion of Parcels 1, 2 and the Remainder Parcel of Parcel Map No. 33152-1 associated with the Old 215 Frontage Road right-of-way reduction located at the southeast corner of Old 215 Frontage Road and Alessandro Boulevard to Andland Properties, LLC.

Staff recommends that the Community Services District:

2. Authorize the President to execute the Grant Deed transferring the Community Services District's fee-title interest for that portion of Parcels 1, 2 and the

Remainder Parcel of Parcel Map No. 33152-1 associated with the Old 215 Frontage Road right-of-way reduction located at the southeast corner of Old 215 Frontage Road and Alessandro Boulevard to Andland Properties, LLC.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

This segment of the Old 215 Frontage Road is currently classified as a Minor Arterial according to the Circulation Element of City's General Plan. The existing right-of-way on this portion of Old 215 Frontage Road is 182 feet. The City's current Standard Plan for a Minor Arterial only requires a half-street right-of-way of 44 feet. The development project which involves PM 33152-1 was conditioned to construct certain street improvements along the east side of Old 215 Frontage Road south of Alessandro Boulevard in accordance with current City Standard Plans. The conditions of approval, approved on February 28, 2008 by the Planning Commission, only require a 44-foot half-street right-of-way on the east side of Old 215 Frontage Road.

A portion of the east side of Old 215 Frontage Road was held in fee-simple title by the County of Riverside until November 8, 2007, when the City of Moreno Valley and Moreno Valley Community Services District annexed said portion of the Old 215 Frontage Road via Instrument No. 2007-0681923 in Official Records of Riverside County. All previous rights for public use were transferred to the City of Moreno Valley and the Moreno Valley Community Services District at that time.

On June 14, 2009, the City Council of the City of Moreno Valley approved Parcel Map 33152-1 for Andland Properties, LLC. The parcel map contained a statement of abandonment which abandoned the public use rights over said annexed portion. However, the City of Moreno Valley and Moreno Valley Community Services District remained as owners in fee-simple title.

DISCUSSION

In an effort to satisfy the conditions of approval for this project and allow for the construction of the agree-to public improvements in the ultimate configuration, the developer must cause for the removal of all existing easements and/or any fee right-of-way within the said annexed property. This is accomplished by two separate actions, one being the abandoning of the public use rights over the annexed property and the other being the transfer of ownership of said annexed property. The abandonment of said rights was approved by the City Council on June 14, 2009 when Parcel Map 33152-1 was approved and later recorded. City Council and Moreno Valley Community

Services District must now deed the fee-simple title interest for the portion of Parcels 1, 2 and the Remainder Parcel of Parcel Map No. 33152-1 within the annexed portion of Old 215 Frontage Road, totaling approximately 2.9 acres, to complete the second action and for the project to remain in compliance with the conditions of approval. The portion of Parcels 1, 2 and the Remainder Parcel of Parcel Map No. 33152-1 that is being deeded to the developer will not affect the future use or ultimate alignment of said roadway. The City and the Moreno Valley Community Services District will relinquish to the Developer all interest and ownership in the property located within instrument No. 2007-0681923.

ALTERNATIVES

Staff recommends that the City Council:

1. Authorize the Mayor to execute the Grant Deed transferring the City's fee-title interest for that portion of Parcels 1, 2 and the Remainder Parcel of Parcel Map No. 33152-1 associated with the Old 215 Frontage Road right-of-way reduction located at the southeast corner of Old 215 Frontage Road and Alessandro Boulevard to Andland Properties, LLC. *The project will be in conformance with the conditions of approval and said portion of right-of-way is no longer, nor in the future will be useful for road and public utility easement purposes.*

2. Do not authorize the Mayor to execute the Grant Deed transferring the City's fee-title interest for that portion of Parcels 1, 2 and the Remainder Parcel of Parcel Map No. 33152-1 associated with the Old 215 Frontage Road right-of-way reduction located at the southeast corner of Old 215 Frontage Road and Alessandro Boulevard to Andland Properties, LLC. *The project will not be in conformance with the conditions of approval and this portion of Old 215 Frontage Road would remain as right-of-way for public road and utility purposes; however, the right-of-way is no longer, nor in the future will be useful for road and public utility easement purposes.*

Staff recommends that the Community Services District:

1. Authorize the President to execute the Grant Deed transferring the Community Services District's fee-title interest for that portion of Parcels 1, 2 and the Remainder Parcel of Parcel Map No. 33152-1 associated with the Old 215 Frontage Road right-of-way reduction located at the southeast corner of Old 215 Frontage Road and Alessandro Boulevard to Andland Properties, LLC. *The project will be in conformance with the conditions of approval and said portion of right-of-way is no longer, nor in the future will be useful for road and public utility easement purposes.*

2. Do not authorize the President to execute the Grant Deed transferring the Community Services District's fee-title interest for that portion of Parcels 1, 2 and the Remainder Parcel of Parcel Map No. 33152-1 associated with the Old 215 Frontage Road right-of-way reduction located at the southeast corner of Old 215 Frontage Road and Alessandro Boulevard to Andland Properties, LLC. *The project will not be in conformance with the conditions of approval and this portion of Old 215 Frontage Road would remain as right-of-way for public road and utility purposes; however, the right-of-way is no longer, nor in the future will be useful for road and public utility easement purposes.*

FISCAL IMPACT

The developer/owner, Andland Properties, LLC has paid the City costs associated with the grant deed proceedings; therefore, there is no fiscal impact to the City.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Publication of the agenda

ATTACHMENTS

Attachment A – Vicinity Map
Attachment B – Grant Deed

Prepared By
Vince Giron
Associate Engineer

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

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

Concurred By
Barry Foster
Economic Development Director

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\9-08-09 PA05-0108 PM 33152-1 Staff Report.doc

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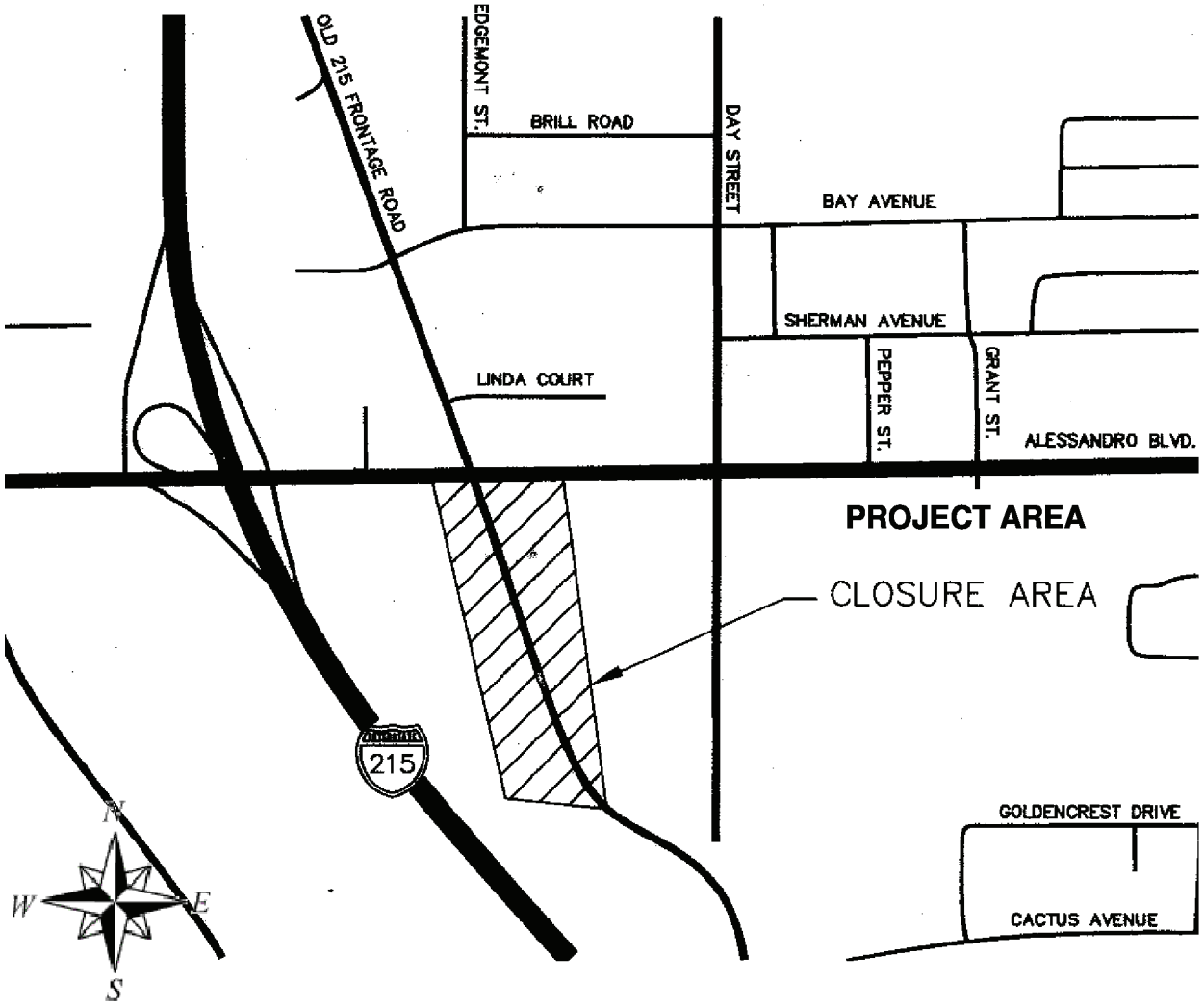

CITY OF MORENO VALLEY **PUBLIC WORKS - LAND DEVELOPMENT** Attachment A	**PM 33152-1** **VICINITY MAP**

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2009\9-08-09 PA05-0108 PM 33152-1 - Attachment A.doc

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RECORDING REQUESTED BY:
City Clerk
Public Works/Land Development
City of Moreno Valley
P.O. Box 88005
Moreno Valley, CA 92552-0805

WHEN RECORDED MAIL TO:
Anna-Lisa Lonier
c/o SVN Equities, LLC
18881 Von Karman, #800
Irvine, CA 92612

Exempt from Recording Fee per
Govt. Code Sec. 6103
City of Moreno Valley

(Space above this line for Recorder's use)
DOCUMENTARY TRANSFER TAX IS NONE.
Public Agency exempt.
Revenue and Taxation Code Section 11922

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the **CITY OF MORENO VALLEY,** a municipal corporation, AND the **MORENO VALLEY COMMUNITY SERVICES DISTRICT,** a district formed pursuant to California Community Services District Law, hereby grant to **ANDLAND PROPERTIES, LLC**, a California Limited Liability Company, the following described real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

All as more fully described in the attached legal description and illustrated on the plat(s) marked ***Exhibits "A" and "B"*** respectively, dated _____, 2009 and attached hereto.

IN WITNESS WHEREOF, this instrument has been executed this _____ day of _____, 2009.

CITY OF MORENO VALLEY,
a municipal corporation

_____
Richard A. Stewart, Mayor

MORENO VALLEY COMMUNITY SERVICES DISTRICT, a district formed pursuant to California Community Services District Law

_____
Richard A. Stewart, President

STATE OF CALIFORNIA)
County of _____)ss.
On _____ before me, _____, a Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____
Signature of Notary Public

Place Notary S

C:\Program Files\Neevia.Com\Document Converter\temp\2006474.doc

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EXHIBIT 'A'
LEGAL DESCRIPTION

THOSE PORTIONS OF PARCELS 1 AND 2, AND THE REMAINDER PARCEL, OF PARCEL MAP NO. 33152-1, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS SHOWN ON THE MAP FILED IN BOOK 229, PAGES 39 THROUGH 41, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, LYING WITHIN THE LAND DESCRIBED IN THE DOCUMENT RECORDED NOVEMBER 8, 2007 AS DOCUMENT NUMBER 2007-0681923 OF OFFICIAL RECORDS OF SAID COUNTY.

AS SHOWN ON EXHIBIT "B", ATTACHED HERETO.

CONTAINING 2.88 ACRES, MORE OR LESS.

PREPARED UNDER THE SUPERVISION OF:

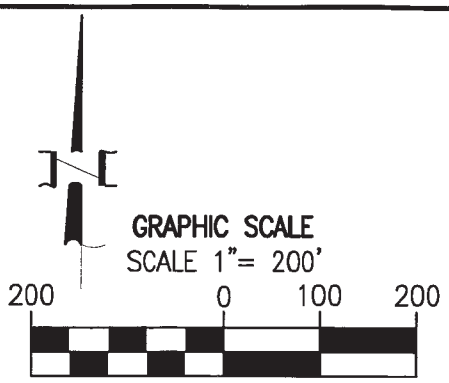
Walter A. Sheek 9/2/2009

WALTER A. SHEEK, P.L.S. 4838 DATE
LICENSE EXPIRES 9-30-2010

MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Ave.
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
FAX: 949-251-0516
PLANNERS ENGINEERS SURVEYORS

EXHIBIT "B"

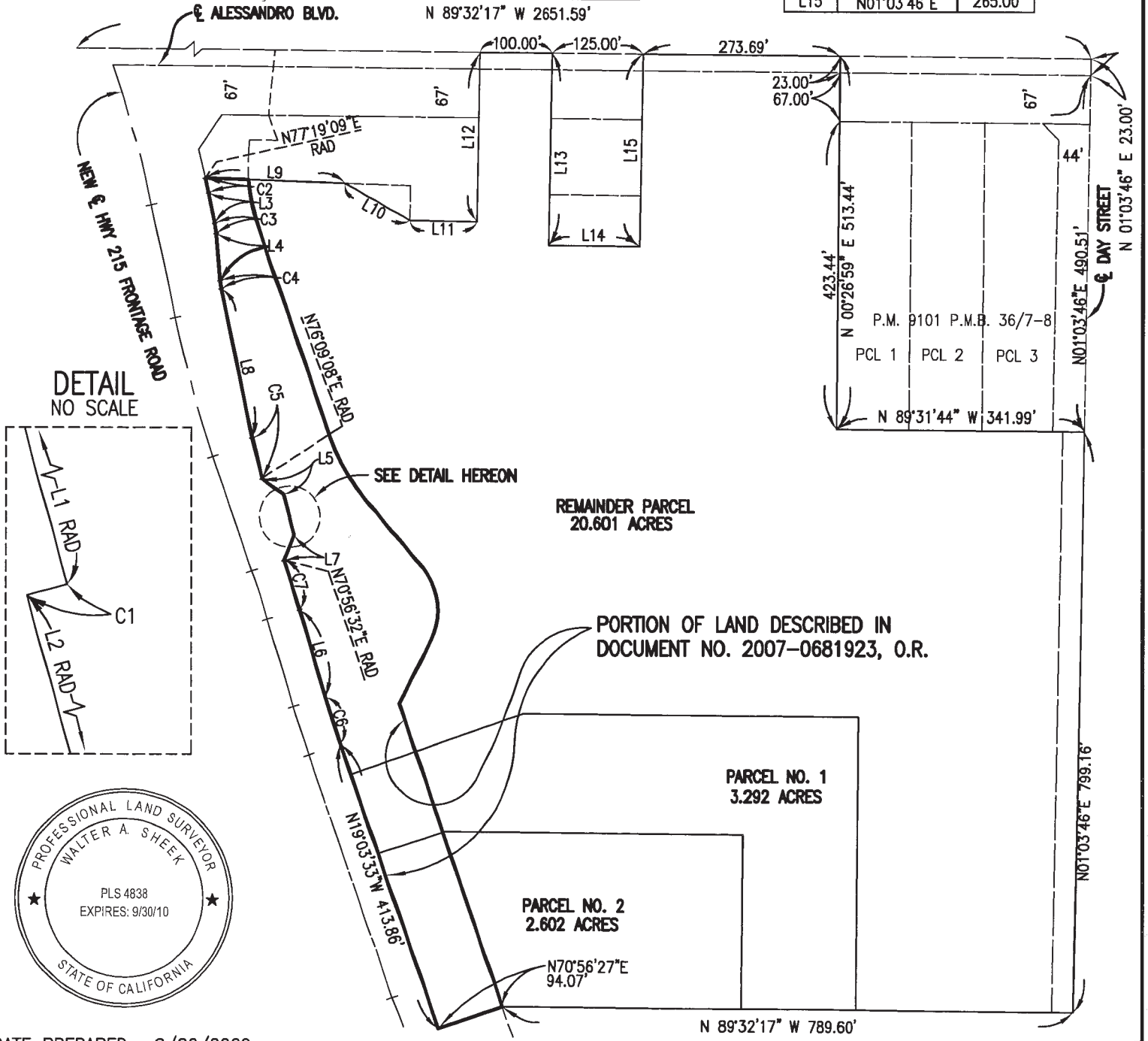
SHEET 1 OF 1



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	00°03'16"	300.00	0.29
C2	0°42'27"	1681.00	20.76
C3	7°23'31"	112.00	14.45
C4	7°23'31"	88.00	11.35
C5	1°52'28"	1759.00	57.55
C6	2°29'44"	1554.00	67.69
C7	2°29'39"	1646.00	71.65

LINE TABLE		
LINE	BEARING	LENGTH
L1	N15°14'55"W	33.00
L2	N15°18'11"W	25.00

LINE TABLE (CONT.)		
LINE	BEARING	LENGTH
L3	N11°58'24"W	42.91
L4	N04°34'53"W	64.81
L5	N54°05'00"W	36.67
L6	N16°33'49"W	125.54
L7	N22°31'56"E	37.41
L8	N11°58'24"W	209.12
L9	N88°03'08"W	192.77
L10	N60°18'11"W	102.54
L11	N88°54'38"W	93.00
L12	N01°03'52"E	233.53
L13	N01°03'46"E	265.00
L14	N89°32'17"W	125.00
L15	N01°03'46"E	265.00



DETAIL
NO SCALE

PROFESSIONAL LAND SURVEYOR
WALTER A. SHEEK
PLS 4838
EXPIRES: 9/30/10
STATE OF CALIFORNIA

DATE PREPARED: 9/02/2009

PREPARED UNDER THE SUPERVISION OF:

L. S. 4838 (EXPIRES 6/30/2010

MDS CONSULTING
MORSE SCHULTZ
17320 Redhill Ave.
Suite 350
Irvine, CA 92614
Voice: 949-251-8821
FAX: 949-251-0516
PLANNERS ENGINEERS SURVEYORS

MINUTES – REGULAR MEETING OF AUGUST 25, 2009 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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B.3 PM 33152-1 – EXECUTE A GRANT DEED TO ANDLAND PROPERTIES, LLC FOR THAT PORTION OF PARCELS 1, 2 AND THE REMAINDER PARCEL OF PARCEL MAP NO. 33152-1 ASSOCIATED WITH THE OLD 215 FRONTAGE ROAD RIGHT-OF-WAY REDUCTION, AT THE SOUTHEAST CORNER OF OLD 215 FRONTAGE ROAD AND ALESSANDRO BOULEVARD DEVELOPER: ANDLAND PROPERTIES, LLC, TORRANCE, CA 90505 (MATERIAL NOT AVAILABLE AT TIME OF PRINTING - TO BE PROVIDED UNDER SEPARATE COVER) (THIS ITEM IS ALSO LISTED AS ITEM A12) (Report of: Public Works Department)

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MINUTES - REGULAR MEETING OF AUGUST 25, 2009 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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SEE AGENDA ITEM A.6

C.3 FIRST AMENDMENT TO THE AFFORDABLE HOUSING AGREEMENT BETWEEN MV RANCHO DORADO II LIMITED PARTNERSHIP AND THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY FOR THE RANCHO DORADO APARTMENTS (Report of: Economic Development Department)

Recommendation: That the City Council and RDA
Approve the First Amendment to the Affordable Housing Agreement between Palm Desert Development Company and the Community Redevelopment Agency of the City of Moreno Valley for the Rancho Dorado Apartments

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MINUTES - REGULAR MEETING OF AUGUST 25, 2009 (Report of: City Clerk's Department)

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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APPROVALS	
BUDGET OFFICER	
CITY ATTORNEY	
CITY MANAGER	

Report to City Council

TO: Mayor and City Council

FROM: Kyle Kollar, Community Development Director

AGENDA DATE: September 8, 2009

TITLE: A public hearing on a Zone Change (PA05-0069) from the Residential 1 (Single Family - up to 1 unit per acre) land use district to the Residential 2 (Single Family - up to 2 units per acre) district, which is consistent with the existing Residential 2 General Plan land use designation; and a Tentative Tract Map No. 32388 (PA05-0071) to subdivide approximately 9.5 acres located on the south side of Mountain Ranch Road at Northshore Drive into 14 single family lots.

RECOMMENDED ACTION

Staff and the Planning Commission recommend that the City Council:

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

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

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

4. **APPROVE** Resolution No. 2009-85 thereby APPROVING Tentative Tract Map No. 32388 (PA05-0071) to subdivide the 9.5 acres of Assessor's Parcel Number

474-250-003 located south of Mountain Ranch Road at Northshore Drive into 14 single family residential lots.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission at its June 25, 2009 meeting approved Planning Commission Resolution No. 2009-20 recommending by a 4-1 vote that the City Council adopt a Mitigated Negative Declaration for PA05-0069 (Zone Change) and PA05-0071 (Tentative Tract Map No. 32388), and approve the project as described above.

Commissioner De Jong voted against the project. He stated that the applicant had not provided a compelling enough reason or information to support the zone change in light of the arguments and concerns raised by neighboring property owners that were opposed to the change in zone. He stated that the project would be a better project if it was developed under the existing R1 zone for a total of nine lots.

The Planner Commissioners in support of the project voted to recommend approval due to the proximity of similarly zoned homes to the north and west and viewed the project as an extension of existing half-acre development. The commissioners felt that the proposed project would not result in any significant increase in impacts compared to development under the existing zoning and would be compatible with surrounding development as designed and conditioned. The extension of proposed sewer lines to the northerly boundary of the development along with the completion of perimeter streets were also noted as reasons to support the project. The commissioners also felt that the neighbors that spoke against the project were more focused on the impacts of any development of the project site than they were on identifying specific concerns about the proposed change in zone from R1 to R2.

BACKGROUND

This project includes an application for a zone change and a tentative tract map to subdivide the 9.5 acres of Assessor's Parcel Map 474-250-003. The proposed density of the map requires approval of a change in zone. The Planning Commission has recommended approval of both the zone change and the tentative tract map. As a legislative action, the Zone Change requires City Council review and action.

Zone Change

The proposed zone change would replace the existing Residential 1 (R1) land use district with the Residential 2 (R2) land use district. While this represents a potential doubling of permitted density, the proposed district is consistent with the existing General Plan land use designation of Residential 2.

The proposed 20,000 square foot minimum lot size under the Residential 2 land use district is compatible with the predominant Residential 2 land use district for surrounding properties and with the developed pattern of land uses in the surrounding area,

specifically the area through which the project will take access. There is no access from the subject site to the adjacent large lot residential to the south and east. The proposed Residential 2 land use district represents a logical extension of existing development.

Tentative Tract Map

Tentative Tract Map 32388 as proposed will subdivide the approximately 9.5 acres (net) of Assessor's Parcel Number 474-250-003 into 14 single-family residential lots in the R2 zone (proposed). The proposed design provides residential lots exceeding the 20,000 square foot minimum for the R2 zone; with all lots also meeting the associated lot width (100 feet) and lot depth (120 feet) requirements. The proposed lots range in size from 20,000 to 39,068 square feet.

The grading design has taken into consideration the opportunities and constraints of the complex site topography. The knoll that occupies much of the eastern portion of the site is preserved in portions of Lots 9 through 14. The recommended conditions of approval require development of a uniform fencing plan (P14) for this area and recordation of legal documents to establish use restrictions and long-term maintenance provisions (P8).

Split level foundation pads are placed close to the street for lots along the west and south site boundaries, with the balance of the lot graded to gently transition to the exterior tract boundary. This design and layout is intended to soften the transition to existing adjoining residential development.

The tract design includes a water quality basin located in the southwest corner of the site at the rear of Lots 5 and 6. The recommended conditions of approval require creation of a homeowners association (LD35) to provide for long-term maintenance of the basin and development of a fence/wall plan (P14) that considers privacy and aesthetics for the neighbors.

The tract design proposes an easement along the east boundary of Lot 6. This easement will contain storm drain and sewer lines and will also serve as access to the water quality basin.

This project has been reviewed and meets and exceeds the minimum criteria of the proposed R2 zone. Density for the tract is approximately 1.5 dwelling units per net acre, where up to 2.0 dwelling units per acre is permitted.

Architectural plans for the future residences will be reviewed administratively under a future model home complex application or as individual custom homes.

Further detail on the project and advisory board consideration can be found in the attached Planning Commission staff report and minutes.

DISCUSSION

In addition to City notification of the Planning Commission public hearing, the applicant conducted an outreach program involving mailed notices to residents within 300 feet of the site.

Prior to the Planning Commission public hearing on June 25, 2009, staff received six inquiries in response to the applicant's outreach letter. These inquiries involved questions about project timing, nuisances during the construction period, impacts to common animals observed on the site, intent for walls and fences on the common property lines, proposed pad grades, drainage design, location of the off-site easement, logistics related to existing fences and landscaping, provisions for access during construction of off-site utilities, ability to connect to the proposed sewer line, anticipated sale price of proposed homes, consideration of adjoining equestrian uses in future landscaping; ability to extend the cul-de-sac to the east site boundary, and ability to extend utilities to an adjoining property, condition of existing roadways, water pressure, increased traffic and available of sewer in the future. Each of the concerns was responded to by e-mail or in telephone conversations. None of the individuals who inquired about the project expressed a specific objection to the project.

A public hearing for the project was conducted on June 25, 2009. There were seven speakers at this meeting. The concerns raised by the speakers were similar to those raised during the inquiries leading up to hearing as outlined previously. Several of the speakers indicated their opposition to the zone change and the proposed density of the project.

Following public testimony, the Planning Commissioners discussed the project, and determined that two conditions of approval should be added to address potential conflicts with existing or future adjacent homes owners who might keep large animals. These conditions require solid block walls at the project's eastern and southern boundaries and prohibit oleander plants and trees within the project. The applicant agreed to the addition of the new Planning conditions (conditions P23 and P24).

Staff's recommendation for approval of the project is based in part on its location which requires access through existing tract homes in the R2 zone. The project's location was viewed as an extension of these established neighborhoods. The tract map as designed and conditioned provides for a transition at the eastern and southern property lines from the R2 to the R1 zone through placement of larger lots and the water quality basin and preservation of the existing knoll.

Overall, the Planning Commission was pleased with the project as designed and conditioned and recommended City Council approval of the Zone Change and Tentative Tract Map.

ALTERNATIVES

1. The City Council could deny the project. If denial of the project is chosen, it is recommended that the item be continued in order to complete the necessary resolution and findings for a denial.

2. The City Council could approve the project.

3. The City Council could modify the project as presented.

4. The City Council could refer the project back to the Planning Commission with direction.

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

SUMMARY

This project proposes a Zone Change from the Residential 1 (Single Family - up to 1 unit per acre) land use district to the Residential 2 (Single Family - up to 2 units per acre) district, which is consistent with the existing Residential 2 General Plan land use designation. The change in land use will permit the subdivision of 9.5 acres located on the south side of Mountain Ranch Road at Northshore Drive into 14 single family residential lots, as proposed by Tentative Tract Map No. 32388.

NOTIFICATION

Notice of the proposed Zone Change and Tentative Tract Map was provided to all affected property owners as well as property owners of record within 300' of the properties covered under these applications. The public hearing notice for this project was also posted on the property sites and published in the local newspaper.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice
2. Resolution for Environmental Action
3. Ordinance for Zone Change
4. Resolution for Tentative Tract Map
5. Planning Commission Staff Report dated June 25, 2009 (excluding exhibits)
6. Planning Commission Minutes for Item #730 from June 25, 2009 Meeting

7. Mitigated Negative Declaration
8. Initial Study Checklist
9. Reduced Copy of Tentative Tract Map
10. Aerial Photograph
11. Letter to Planning Commission from adjacent property owner
12. Outreach Letter from Applicant to Neighboring property owners

Prepared By:
Jeff Bradshaw
Associated Planner

Department Head Approval:
Kyle Kollar
Community Development Director

Concurred By:
John C. Terell, AICP
Planning Official

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

Notice of PUBLIC HEARING

This may affect your property. Please read.

Notice is hereby given that a Public Hearing will be held by the City Council of the City of Moreno Valley on the following item(s):

CASE: PA05-0069 (Change of Zone, R1 to R2)
PA05-0071 (Tentative Tract Map No. 32388)

APPLICANTS AND OWNERS: Elie Abinader, John Klaeb and Naji Doumit

REPRESENTATIVE: Foresight Engineering

LOCATION: On the south side of Mountain Ranch Road at Northshore Drive.

PROPOSAL: Change of Zone from R1 to R2 and Tentative Tract Map No. 32388 which proposes to subdivide approximately 9.5 acres into 14 lots for single-family residential development. The proposed project includes perimeter street improvements (Mountain Ranch Road) and off-site utility and infrastructure improvements (sewer and storm drain). Proposed residential lot sizes range from 20,000 square feet to 39,000 square feet. The proposed use and density are consistent with the existing Residential 2 General Plan land use designation and the proposed Residential 2 zoning district.

ENVIRONMENTAL DETERMINATION: The City of Moreno Valley has prepared an initial study for this project in accordance with the California Environmental Quality Act. Potential impacts have been identified with respect to aesthetics, biological resources, geology and soils, and hazards (wildfire). All identified impacts are determined to be reduced to below a level of significance through the application of project design features, recommended conditions of approval, and standard City requirements. On the basis of the initial study, approval of a Mitigated Negative Declaration is recommended.

COUNCIL DISTRICT: District 3

STAFF RECOMMENDATION: Approval

Any person interested in any listed proposal may contact the Community Development Department, Planning Division, at 14177 Frederick St., Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday through Thursday or may telephone (951) 413-3206 for further information. The associated documents will be available for public inspection at the above address.

In the case of public hearing items, any person may also appear and be heard in support of or in opposition to the project or recommendation of adoption of the environmental determination at the time of the hearing.

The City Council, at the hearing or during deliberations, could approve changes or alternatives to the proposal.

If you challenge any of these items in court, you may be limited to raising only those items you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at, or prior to, the public hearing.

LOCATION MAP **North ↑**

CITY COUNCIL HEARING
City Council Chambers, City Hall
14177 Frederick Street
Moreno Valley, CA 92553

DATE/TIME: September 8, 2009 at 6:30 PM
CONTACT PLANNER: Jeff Bradshaw
PHONE: (951) 413-3224

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RESOLUTION NO. 2009-84

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING A MITIGATED NEGATIVE DECLARATION FOR A ZONE CHANGE (PA05-0069), AND TENTATIVE TRACT MAP NO. 32388 (PA05-0071) TO CHANGE THE LAND USE FOR 9.5 NET ACRES LOCATED WITHIN ASSESSOR'S PARCEL NUMBER 474-250-003 FROM RESIDENTIAL 1 TO RESIDENTIAL 2 IN ORDER TO DEVELOP A 14 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION.

WHEREAS, an Initial Study and Mitigated Negative Declaration have been prepared pursuant to the requirements of the California Environmental Quality Act (CEQA, Public Resources Code sections 21000-21177), CEQA Guidelines (14 California Code of Regulations sections 15000-15387), and any other applicable requirements, for the project, as described in the title of this Resolution; and

WHEREAS, the Mitigated Negative Declaration was duly noticed and circulated for public review for a period of 20 days from June 5, 2009 through June 25, 2009 and no comments were received; and

WHEREAS, on June 25, 2009, the Planning Commission of the City of Moreno Valley held a meeting to consider the application. At said meeting, the Planning Commission recommended that the City Council adopt a Mitigated Negative Declaration for the Zone Change and Tentative Tract Map No. 32388; and

WHEREAS, on September 8, 2009, the City Council of the City of Moreno Valley held a public hearing to consider the environmental documentation mentioned above; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred; and

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

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented to this City Council during the above-referenced meeting on September 8, 2009, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:

ATTACHMENT 2

1. Independent Judgment and Analysis – The Initial Study and Negative Declaration represent the City's independent judgment and analysis.

   FACT: A public hearing was conducted by the City Council on September 8, 2009, during which opportunity was given to address the adequacy of the Mitigated Declaration. All comments on the Initial Study and Mitigated Negative Declaration raised during the public and agency comment period and at the Public Hearing(s) on the project were considered by the City Council.

2. Less than Significant Impacts to the Environment – The proposed Negative Declaration determines that there is not substantial evidence that the project will have a significant effect on the environment.

   FACT: An Initial Study of the potential environmental impacts associated with the project has been completed in accordance with the provisions of the California Environmental Quality Act (CEQA). A Mitigated Negative Declaration has been prepared, concluding that as designed and conditioned, the project will not result in significant impacts to the environment.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley, California, DOES HEREBY APPROVE Resolution No. 2009-____, adopting a Mitigated Negative Declaration for PA05-0069 (Zone Change), and PA05-0071 (Tentative Tract Map No. 32388).

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

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

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

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ORDINANCE NO. 795

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION PA05-0069 FOR AN AMENDMENT TO THE OFFICIAL ZONING ATLAS FROM RESIDENTIAL 1 TO RESIDENTIAL 2 FOR THE APPROXIMATELY 9.5 NET ACRES OF ASSESSOR'S PARCEL NUMBER 474-250-003 IN ORDER TO DEVELOP A 14 LOT SINGLE FAMILY SUBDIVISION.

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 37 of the City of Moreno Valley Official Zoning Atlas shall be modified to reflect the changes proposed as part of the Zone Change (PA05-0069).

1.4. An Initial Study has been completed for PA05-0069 (Zone Change). Based upon the Initial Study, a determination has been made that this project will not result in the potential for significant impacts to the environment. Therefore, the adoption of a Mitigated Negative Declaration is recommended.

SECTION 2: FINDINGS

2.1 With respect to the proposed Zone Change to page 37 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 8, 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 proposed zone change from Residential 1 to Residential 2 would change the land use district to a higher density within the acceptable density under the existing Residential 2 General Plan land use designation. The proposed one-half acre minimum lot size under the Residential 2 land use district is compatible with the predominant Residential 2 land use designation for surrounding properties and with the developed pattern of land uses in this area.

The project has been conditioned to avoid disturbance of a locally prominent knoll, to address geologic issues related to rockfall potential, and to incorporate construction methods and fuel modification provisions to address location within a designated high fire hazard severity zone.

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

   FACT: An initial study of the potential environmental impacts of the proposed zone change has been conducted in accordance with the provisions of the California Environmental Quality Act (CEQA). While the proposed zone change, in and of itself, does not raise potential health, safety or welfare concerns, design features and conditions of approval for the related development proposal address site-specific health, safety and welfare issues related to wastewater treatment, rockfall hazard, and risk of wildland fire. A Mitigated Negative Declaration has been considered and prepared, and there is no evidence that the proposed land use change will have a significant effect on public health or be materially injurious to surrounding properties or the environment as a whole.

3. Conformance with Title 9 – The proposed amendment to change the zoning atlas is consistent with the purposes and intent of Title 9.

   FACT: With the proposed zone change, the proposed residential development will be located within a compatible zone in accordance with Municipal Code Section 9.02.020. The proposed Residential 2 land use district represents a logical extension of existing development at this density, and is consistent with the existing General Plan land use designation.

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 the land use from Residential 1 to Residential 2 for approximately 9.5 net acres located within Assessor's Parcel Number 474-250-003, located on the south side of Mountain Ranch Road at Northshore Drive, subject to the attached revised Zoning Map included as 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 _____ day of September, 2009.

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

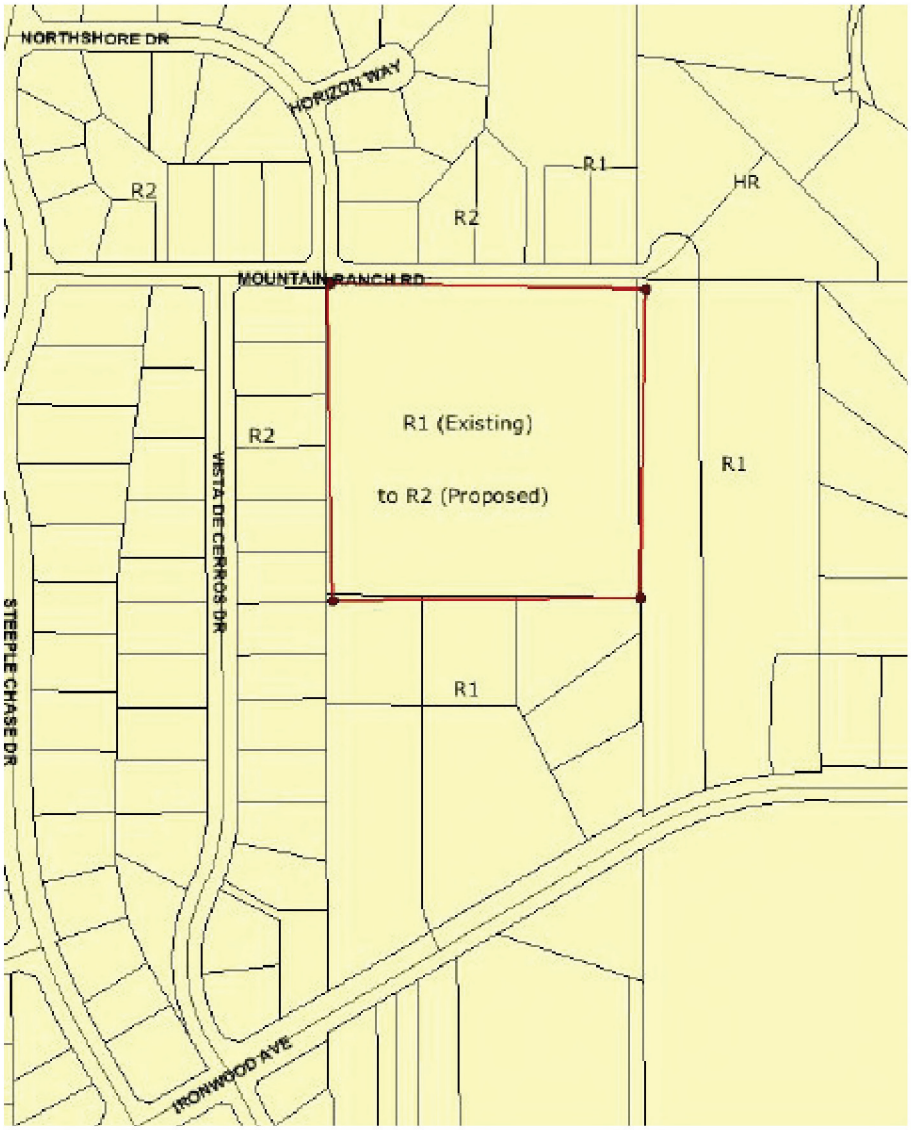
ORDINANCE JURAT

[Clerk's office will prepare]

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

CHANGE OF ZONE

Application No. PA05-0069
Ordinance No. ____



ADOPTED _____

EFFECTIVE _____

EXHIBIT A

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RESOLUTION NO. 2009-85

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING TENTATIVE TRACT MAP NO. 32388 (PA05-0071) TO DEVELOP A 14 LOT SINGLE FAMILY RESIDENTIAL SUBDIVISION ON 9.5 NET ACRES LOCATED ON THE SOUTH SIDE OF MOUNTAIN RANCH ROAD AT NORTHSHORE DRIVE, WITHIN ASSESSOR'S PARCEL NUMBER 474-250-003.

WHEREAS, the applicants, Elie Abinader, John Klaeb and Naji Doumit, have filed an application for the approval of Tentative Tract Map No. 32388 (PA05-0071) for development of a 14 lot single family residential subdivision on 9.5 net acres located on the south side of Mountain Ranch Road at Northshore Drive. Approval of this project is subject to approval of a Zone Change (PA05-0069) from Residential 1 to Residential 2;

WHEREAS, on June 25, 2009, the Planning Commission of the City of Moreno Valley held a public hearing to consider the subject application. At said meeting, the Planning Commission recommended City Council approval of the environmental documentation prepared for the project and approval of PA05-0071;

WHEREAS, on September 8, 2009, the City Council of the City of Moreno Valley held a public hearing to consider the subject applications and the environmental documentation prepared for the project.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

WHEREAS, there is hereby imposed on the proposed project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances;

WHEREAS, pursuant to Government Code Section 66020(d)(1), NOTICE IS HEREBY GIVEN that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS WITH RESPECT TO PA06-0025:

A. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.

B. Based upon substantial evidence presented during the above-referenced public hearing, including written and oral staff reports, and the record from the public hearing, the City Council finds that:

1. That the proposed land division is consistent with applicable general and specific plans;

   FACT: The proposed land division would create a subdivision for single-family residential use, consistent with the general intent of the Residential 2 designation for this site. The proposal for 14 residential lots on a parcel of approximately 9.5 net acres corresponds to a density of approximately 1.5 units per acre, which is consistent with the intensity of use envisioned under the General Plan. As designed and conditioned, the proposal is consistent with applicable goals, objectives, policies and programs of the General Plan. The project site is not within a specific plan area.

2. That the design or improvement of the proposed land division is consistent with applicable general and specific plans;

   FACT: The proposed subdivision would create 14 lots for single family residential development, together with associated road, drainage and water quality facility improvements. The proposed design preserves a locally prominent knoll, completes the adjacent public road, and extends sewer and storm drain facilities to the site. As designed and conditioned, the proposed land division is consistent with General Plan provisions related to project design and improvement. The project site is not within a specific plan area.

3. That the site of the proposed land division is physically suitable for the type of development;

   FACT: The project site is physically complex. The proposed type of development is consistent with the existing General Plan land use designation and the pattern of development in the surrounding area. The proposed lot layout, internal street access and grading design have carefully considered the physical opportunities and constraints of this site. Taking into consideration the proposed subdivision design and conditions of approval, the project site is physically suitable for the proposed type of development.

4. That the site of the proposed land division is physically suitable for the proposed density of the development;

FACT: The project site is physically complex. The proposed intensity of development is consistent with the existing General Plan land use designation and the pattern of development in the surrounding area. The proposed lot layout, internal street access and grading design have carefully considered the physical opportunities and constraints of this site. Taking into consideration the proposed subdivision design and conditions of approval, the project site is physically suitable for the proposed density of development.

5. That the design of the proposed land division or the proposed improvements are not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat;

FACT: An initial study of the potential environmental impacts associated with the project has been conducted in accordance with the provisions of the California Environmental Quality Act (CEQA). A habitat assessment and general biological resources evaluation was conducted by a qualified biologist in support of the CEQA analysis for this project. A Mitigated Negative Declaration has been considered and prepared, concluding that as designed and conditioned, the proposed subdivision would not result in significant environmental impacts, including impacts to fish and wildlife resources.

6. That the design of the proposed land division or the type of improvements are unlikely to cause serious public health problems;

FACT: Eastern Municipal Water District will provide water and sewer services to the subdivision. The project design and conditions address geologic hazards related to rockfall potential and location within a high fire hazard severity zone.

7. That the design of the land division or the type of improvements will not conflict with easements acquired by the public at large for access through or use of property within the proposed subdivision;

FACT: The tentative tract map has been designed to complete the adjacent segment of Mountain Ranch Road and to complete an on-site cul-de-sac to serve the proposed lots. The proposed development would not conflict with any existing public access easements. Project design and conditions of approval provide for

new easements associated with extension of utility services to the site.

8. The proposed land division and the associated design and improvements are consistent with applicable ordinances of the City;

FACT: The proposed single-family residential subdivision conforms to basic City Municipal Code zoning provisions as to the type (single-family residential) and intensity (1.5 units per acre where 2 units per acre is allowed) of use permitted in the Residential 2 district. The proposed design reflects unique circumstances of the site location with respect to complex site topography, a locally prominent knoll, geologic hazards, and wildland fire hazards. Reflecting current standards for wastewater handling, the proposed improvements will extend sewer service to an area where lots of comparable size are currently served by on-site disposal systems. As designed and conditioned, the proposed land division and associated improvements are consistent with applicable City of Moreno Valley ordinances.

9. That the design of the land division provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision; and

FACT: The design of this subdivision does not conflict with or preclude opportunities to incorporate passive heating or cooling elements in future building design, building placement, or landscaping design.

10. That the effect of the proposed land division on the housing needs of the region were considered and balanced against the public service needs of the residents of Moreno Valley and available fiscal and environmental resources.

FACT: The project does not exceed the planned density, the associated public service demand, or the demand for environmental resources envisioned by the Moreno Valley General Plan. The project will supplement the City's fiscal resources by paying impact fees for public facilities. Additionally, future residents will pay Community Services District fees, property tax, sales tax and other taxes and fees that will be used to provide police, fire and other public services.

C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions. These fees may include but are not limited to: Development Impact Fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Stephens Kangaroo Habitat Conservation fee, Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

   Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

   The adopted Conditions of Approval for PA05-0071, incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

   Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

   Your right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which you have been given a notice similar to this nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley, California, DOES HEREBY APPROVE Resolution No. 2009-_____, adopting a Mitigated Negative Declaration for PA05-0071 (Tentative Tract Map No. 32388), in that this application will not result in significant impacts; and approving PA05-0071 (Tentative Tract Map No. 32388), subject to the attached conditions of approval included as Exhibit A.

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

_____
Mayor

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

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

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CITY OF MORENO VALLEY
PLANNING COMMISSION RECOMMENDED
CONDITIONS OF APPROVAL FOR PA05-0071
TENTATIVE TRACT Map NO. 32388
ASSESSOR'S PARCEL NUMBER: 474-250-003

Approval Date:
Expiration Date:

The conditions of approval include requirements from the following:

- **Planning (P), including School District (S), Post Office (PO), Building (B)**
- **Fire Prevention Bureau (F)**
- **Public Works – Land Development (LD)**
- **Public Works – Special Districts (SD)**
- **Public Works – Transportation Engineering (TE)**
- **Parks and Community Services (PCS)**
- **Police Department(PD)**

Note: All Special conditions are in bold lettering. All other conditions are standard to all or most development projects.

COMMUNITY DEVELOPMENT DEPARTMENT

Planning Division

General Conditions

P1. Tentative Tract Map No. 32388 is approved for the subdivision of approximately 9.5 net acres into 14 single-family residential lots and one lettered lot for a water quality basin in the R2 zone (based upon concurrent approval of related change of zone from R1 to R2 under PA05-0069).

P2. This tentative map shall expire three years after the approval date of this tentative map unless extended as provided by the City of Moreno Valley Municipal Code; otherwise it shall become null and void and of no effect whatsoever in the event the applicant or any successor in interest fails to properly file a final map before the date of expiration. (MC 9.02.230, 9.14.050, 080)

EXHIBIT A

Timing Mechanisms for Conditions (see abbreviation at beginning of affected condition):

R - Map Recordation	GP - Grading Permits	CO - Certificate of Occupancy or building final
WP - Water Improvement Plans	BP - Building Permits	P - Any permit

Governing Document (see abbreviation at the end of the affected condition):

GP - General Plan	MC - Municipal Code	CEQA - California Environmental Quality Act
Ord - Ordinance	DG - Design Guidelines	Ldscp – Landscape Requirements
Res - Resolution	CFC - California Fire Code	CBC - California Building Code
	SBM - Subdivision Map Act	

P3. The site shall be developed in accordance with the approved tentative map on file in the Community Development Department – Planning Division, the Municipal Code regulations, the General Plan, and the conditions contained herein. (MC 9.14.020)

P4. The Community Development Director and the City Engineer may allow improvements to be completed in stages (phasing) provided that the improvements necessary to adequately serve or mitigate the impacts of each phase of development are completed prior to issuance of a Certificate of Occupancy for that phase. (MC 9.08.220)

P5. If potential historic, archaeological, or paleontological resources are uncovered during excavation or construction activities at the project site, work in the affected area will cease immediately and a qualified person meeting the Secretary of the Interior's standards (36CFR61) shall be consulted by the applicant to evaluate the find, and as appropriate, recommend alternative measures to avoid, minimize or mitigate negative effects on the historic, prehistoric, or paleontological resource. Determinations and recommendations by the consultant shall be implemented as deemed appropriate by the Community Development Director, in consultation with the State Historic Preservation Officer (SHPO) and any and all affected Native American Tribes before any further work commences in the affected area.

If human remains are discovered, work in the affected area shall cease immediately and the County Coroner shall be notified. If it is determined that the remains might be those of a Native American, the California Native American Heritage Commission and appropriate tribal representatives shall be notified. Appropriate measures as provided by State law shall be implemented. (DG, CEQA)

P6. Any undeveloped portion of the site shall be maintained in a manner that provides for the control of weeds, erosion and dust. (MC 9.02.030)

P7. All landscaped areas shall be maintained in a healthy and thriving condition, free from weeds, trash and debris. (MC 9.02.030)

Prior to Recordation of Final Map

P8. Prior to final map approval, subdivision phasing (including any proposed common open space or improvement phasing, if applicable), shall be subject to Planning Division approval. Any proposed phasing shall provide for adequate vehicular access to all lots in each phase as determined by the City Transportation Engineer or designee and shall substantially conform to the intent and purpose of the subdivision approval. (MC 9.14.080)

P9. Prior to final map approval, the developer shall obtain Planning Division approval of documents containing the following provisions, which shall demonstrate that the project will be developed and maintained in accordance with the intent and purpose of this approval:

- **a. Restriction upon any further subdivision of lots within this subdivision;**
- **b. Restrictions upon grading and improvements for the preserved knoll (affects Lots 9 through 14);**
- **c. Restrictions on use of fuel modification areas;**
- **d. Restrictions on use of the drainage/utility easements;**
- **e. Provisions for access and maintenance of the water quality basin, open space on Lots 9 through 14, drainage/utility easements, access easements, and fuel modification easements.**
- **f. Covenants, Conditions and Restrictions, including provisions relating to maintenance of the water quality basin, open space on Lots 9 through 14, drainage easements, utility easements, access easements, and fuel modification easements; and**
- ***g. Oleander plants or trees shall be prohibited within the project. This restriction and disclosure shall be included within the document(s) referenced above and the grant deed of the properties.**

The approved documents shall be recorded at the same time that the subdivision map is recorded. The approved documents shall be binding on the land, the subdivider, and future landowners, and shall include a provision which prohibits termination or substantial amendment without the consent of the City. (MC 9.14.090)

P10. The applicant shall obtain Planning Division approval of fuel modification plans.

Prior to Grading

P11. Prior to the issuance of a grading permit, a pre-construction survey for burrowing owl shall be conducted in accordance with requirements of the Riverside County Multi-species Habitat Conservation Plan. The survey shall be conducted by a qualified biologist using accepted protocols. The survey shall be submitted to the Planning Division for review and approval prior to issuance of grading permits.

P12. Prior to approval of grading plans, the plans shall reflect:

- **a. An extent of grading consistent with that represented on the preliminary grading plan provided for Planning Commission review;**
- **b. Maximized application of feasible low impact site design practices for water quality purposes (such as avoidance of directly connected**

impervious surface areas, use of permeable pavements, and use of landscaped areas for nuisance runoff filtration and infiltration);

c. Locations of rock outcroppings, with designation of those to be removed and those to be preserved in place;

d. Clear delineation of grading limits, including notations for physical barriers to be installed for the duration of construction activity; and

e. Requirements for a pre-construction meeting to advise construction personnel of defined construction limits and the requirement to avoid any encroachment into the preserved knoll on Lots 9 through 14.

P13. Manufactured slopes shall be no steeper than 2:1.

P14. Prior to approval of grading plans, the applicant shall obtain Planning Division approval of wall/fence plans. Plans shall conform to the provisions of Municipal Code Section 9.08.070 and shall specifically reflect:

a. A six (6) foot high decorative wall with pilasters at locations adjacent to public right-of-way (affects Lots 1and 13);

b. A six (6) foot high decorative open iron or steel fence with pilasters to define the open space area on Lots 9 through 14. Plans shall consider placement of gates to accommodate passive open space use and access for maintenance and fuel modification activities;

c. Fence/wall treatments for drainage/utility/access easements that consider adjoining residential uses (avoid creation of a walled alley effect);

d. Fence/wall treatments for Lot B that take into consideration privacy and aesthetics for adjoining residential lots (both on-site and off-site);

e. All fencing shall be constructed of non-combustible materials;

f. Retaining walls or catchment walls that are visible from public areas or adjoining properties shall incorporate architectural treatments consistent with any freestanding wall adjoining or atop the retaining wall; and

g. Coordination of perimeter fence/wall treatments with existing residential lots to the west, south and east (applies to Lots 1 through 4, Lots 7 through 9, Lot 10 and Lot B). The finished condition shall provide a single wall or fence at the common property line.

***h. A six foot solid wall of decorative materials shall be provided along the eastern property line of lots 9 and 10 and along the southern property line of lots 6 to 9 and Lot 'B'. The solid wall shall end at the toe of slope of the rock outcropping located on lots 9 and 10. View fencing of tubular steel or wrought iron shall be permitted within the rock outcropping along the project's eastern boundary, however, a solid wall or fence is not permitted within the rock outcropping.**

P15. Prior to approval of grading plans, landscape and irrigation plans shall be submitted to the Planning Division for review and approval. The plans shall be prepared in accordance with the City's Municipal Code and landscape guidelines, and include:

a. Street trees.
b. Treatments for all cut or fill slopes over 3 feet in height. Man-made slopes greater than 10 feet in height shall be "land formed" to conform to the natural terrain and shall be landscaped and stabilized to minimize visual scarring (MC 9.08.080, DG); and
c. The water quality basin.

P16. Prior to issuance of grading permits, the developer shall pay the applicable Stephens' Kangaroo Rat (SKR) Habitat Conservation Plan mitigation fee. (Ord)

P17. Prior to approval of precise grading plans, all site plans, grading plans, landscape and irrigation plans, and street improvement plans shall be coordinated for consistency with this approval.

Prior to Issuance of Building Permits

P18. Future improvements shall be subject to approval of a model home complex for a traditional tract development, or individual custom home reviews if lots are sold individually. Design shall incorporate a building configuration conforming to the driveway and pad limits reflected on the preliminary grading plan as reviewed and approved by the Planning Commission. Building form, building materials, and exterior colors shall consider compatibility with both surrounding development and preserved open space.

P19. The developer or developer's successor-in-interest shall pay all applicable fees, including but not limited to Development Impact Fees (DIF), Transportation Uniform Mitigation Fees (TUMF), Multiple Species Habitat Conservation Plan (MSHCP) fees, and park in-lieu fees. (Ord)

Prior to Occupancy Release

P20. Prior to occupancy release for the first residence, the applicant shall provide certification of implementation of fuel modification measures consistent with the approved fuel modification plan.

P21. All required landscaping and irrigation, including street trees, slope plantings, and basin plantings shall be installed per the approved plans on file in the Community Development Department – Planning Division.

P22. All required fences and walls shall be constructed per the approved plans on file in the Community Development Department – Planning Division. (MC 9.080.070)

Building and Safety Division

B1. The project shall comply with the current California Codes (CBC, CEC, CMC and the CPC) as well as all other City ordinances. All new projects shall provide a soils report. Plans shall be submitted to the Building and Safety Division as a separate submittal.

B2. Prior to the issuance of a building permit, the applicant shall submit a properly completed "Waste Management Plan" (WMP), as required, to the Compliance Official (Building Official) as part of the building or demolition permit process.

SCHOOL DISTRICT

S1. Prior to issuance of building permits, the applicant shall provide to the Community Development Director a written certification by the affected school district that either: (1) the project has complied with the fee or other exaction levied on the project by the governing board of the district, pursuant to Government Code Section 65996; or (2) the fee or other requirement does not apply to the project.

UNITED STATES POSTAL SERVICE

PO1. Prior to the issuance of building permits, the applicant shall contact the U.S. Postal Service to determine the appropriate type and location of mailboxes.

***Condition of Approval modified by Planning Commission at public hearing on June 25, 2009.**

FIRE PREVENTION BUREAU

The following fire protection measures shall be provided in accordance with Moreno Valley City Ordinances and/or recognized fire protection standards:

F1. Final fire and life safety conditions will be addressed when the Fire Prevention Bureau reviews building plans. These conditions will be based on occupancy, use, California Building Code (CBC), California Fire Code (CFC), and related codes, which are in force at the time of building plan submittal.

F2. Single Family Dwellings. Schedule "A" fire prevention approved standard fire hydrants (6" x 4" x 2 ½") located at each intersection of all residential streets and spaced no more than 500 feet apart in any direction, more than 250 feet from any portion of the building as measured along approved emergency vehicular travel ways. Minimum fire flow shall be 1500 GPM for 2 hours duration of 20 PSI. Where new water mains are extended along streets where hydrants are not needed for protection of structures or similar fire problems, serving one and two-family residential developments, standard fire hydrants shall be provided at spacing not to exceed 1000 feet along the tract boundary for transportation hazards. (CFC 508.3 MVMC 8.36.050 and 8.36.100 Section E).

F3. Maximum cul-de-sac or dead end road length shall not exceed 660 feet. The Fire Chief, based on City street standards, shall determine minimum turning radius for fire apparatus based upon fire apparatus manufacture specifications. (CFC 503.1)

F4. During phased construction, dead end roadways and streets which have not been completed shall have a turn-around capable of accommodating fire apparatus. (CFC 503.1 and 503.2.5)

F5. Prior to issuance of Building Permits, the applicant/developer shall provide the Fire Prevention Bureau with an approved site plan for Fire Lanes and signage. (MVMC 8.36.050 and CFC 501.3)

F6. Prior to construction and issuance of building permits, all locations where structures are to be built shall have an approved Fire Department emergency vehicular access road (all weather surface) capable of sustaining an imposed load of 80,000 lbs. GVW, based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.4 and MVMC 8.36.050 Section A)

F7. Prior to construction and issuance of Building Permits, fire lanes and fire apparatus access roads shall have an unobstructed width of not less the twenty–four (24) or thirty (30) feet as approved by the Fire Prevention Bureau and an unobstructed vertical clearance of not less the thirteen (13) feet six (6) inches. (CFC 503.2.1.1 and MVMC 8.36.050)

F8. Prior to construction, all roads, driveways and private roads shall not exceed 12 percent grade. (CFC 503.2.7 and MVMC 8.36.050)

F9. If construction is phased, each phase shall provide an approved emergency vehicular access way for fire protection prior to any building construction. (CFC 501.4 and MVMC 8.36.050 Section A)

F10. Prior to construction, all locations where structures are to be built shall have an approved Fire Department access based on street standards approved by the Public Works Director and the Fire Prevention Bureau. (CFC 501.3 and MVMC 8.36.050)

F11. Prior to building construction, dead end roadways and streets which have not been completed shall have a turnaround capable of accommodating fire apparatus. (CFC 503.2.5 and MVMC 8.36.050)

F12. Prior to issuance of Building Permits, the applicant/developer shall participate in the Fire Impact Mitigation Program. (Fee Resolution as adopted by City Council)

F13. Prior to issuance of Building Permits, the applicant/developer shall furnish one copy of the water system plans to the Fire Prevention Bureau for review. Plans shall:

a) Be signed by a registered civil engineer or a certified fire protection engineer;
b) Contain a Fire Prevention Bureau approval signature block; and
c) Conform to hydrant type, location, spacing of new and existing hydrants and minimum fire flow required as determined by the Fire Prevention Bureau.

After the local water company signs the plans, the originals shall be presented to the Fire Prevention Bureau for signatures. The required water system, including fire hydrants, shall be installed, made serviceable, and be accepted by the Moreno Valley Fire Department prior to beginning construction. They shall be maintained accessible.

Existing fire hydrants on public streets are allowed to be considered available. Existing fire hydrants on adjacent properties shall not be considered available unless fire apparatus access roads extend between properties and easements are established to prevent obstruction of such roads. (CFC 508.1 and MVMC 8.36.100)

F14. Prior to issuance of Certificate of Occupancy or Building Final, "Blue Reflective Markers" shall be installed to identify fire hydrant locations in accordance with City specifications. (CFC 510.1)

F15. Prior to issuance of Certificate of Occupancy or Building Final, all residential dwellings shall display street numbers in a prominent location on the street side of the residence in such a position that the numbers are easily visible to approaching

emergency vehicles. The numbers shall be located consistently on each dwelling throughout the development. The numerals shall be no less than four (4) inches in height and shall be low voltage lighted fixtures. (CFC 505.1)

F16. Prior to Certificate of Occupancy or Building Final, all structures shall have fire retardant roofing materials (Class A roofs) as described in CBC Chapter 7A and CFC Chapter 47.

F17. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer shall install a fire sprinkler system based on square footage and type of construction, occupancy or use. Fire sprinkler plans shall be submitted to the Fire Prevention Bureau for approval prior to installation. (CFC Chapter 9)

F18. Prior to issuance of Certificate of Occupancy or Building Final, the applicant/developer must submit a simple plot plan, a simple floor plan, and other plans as requested, each as an electronic file in .dwg format, to the Fire Prevention Bureau. Alternate file formats may be acceptable with approval by the Fire Chief.

F19. Prior to issuance of Building Permits, fuel modification plans shall be submitted to the Fire Prevention Bureau for review and approval for all open space areas adjacent to the wildland vegetation interface. (CFC Chapter 47)

F20. Prior to issuance of Building Permits, plans for structural protection from vegetation fires shall be submitted to the Fire Prevention Bureau for review and approval. Measures shall include, but are not limited to: noncombustible barriers (cement or block walls), fuel modification zones, etc. (CFC Chapter 47)

F21. The angle of approach and departure for any means of Fire Department access shall not exceed 1 ft drop in 20 ft (0.3 m drop in 6 m), and the design limitations of the fire apparatus of the Fire Department shall be subject to approval by the AHJ. (CFC 503.2.7 and MVMC 8.36.050 Section I)

F22. Prior to issuance of the building permit for development, independent paved access to the nearest paved road, maintained by the City shall be designed and constructed by the developer within the public right of way in accordance with City Standards. (MVMC 8.36.050)

F23. Prior to construction, "private" driveways over 150 feet in length shall have a turn-around as determined by the Fire Prevention Bureau capable of accommodating fire apparatus. Driveway grades shall not exceed 12 percent. (CFC 503 and MVMC 8.36.050)

F24. Complete plans and specifications for fire alarm systems, fire-extinguishing systems (including automatic sprinklers or standpipe systems), clean agent systems (or other special types of automatic fire-extinguishing systems), as well as other fire-protection systems and appurtenances thereto shall be submitted to the Moreno Valley Fire Prevention Bureau for review and approval prior to system installation. Submittals shall be in accordance with CFC Chapter 9 and associated accepted national standards.

F25. Approval of the safety precautions required for buildings being constructed, altered or demolished shall be required by the Fire Chief in addition to other approvals required for specific operations or processes associated with such construction, alteration or demolition. (CFC Chapter 14)

F26. Construction or work for which the Fire Prevention Bureau's approval is required shall be subject to inspection by the Fire Chief and such construction or work shall remain accessible and exposed for inspection purposes until approved. (CFC Section 106)

F27. The Fire Prevention Bureau shall maintain the authority to inspect, as often as necessary, buildings and premises, including such other hazards or appliances designated by the Fire Chief for the purpose of ascertaining and causing to be corrected any conditions which would reasonably tend to cause fire or contribute to its spread, or any violation of the purpose or provisions of this code and of any other law or standard affecting fire safety. (CFC Section 106)

F28. Permit requirements issued, which designate specific occupancy requirements for a particular dwelling, occupancy, or use, shall remain in effect until such time as amended by the Fire Chief. (CFC Section 104)

F29. In accordance with the California Fire Code Appendix Chapter 1, where no applicable standards or requirements are set forth in this code, or contained within other laws, codes, regulations, ordinances or bylaws adopted by the jurisdiction, compliance with applicable standards of the National Fire Protection Association or other nationally recognized fire safety standards as are approved shall be deemed as prima facie evidence of compliance with the intent of this code as approved by the Fire Chief. (CFC Section 102.7)

F30. Any alterations, demolitions, or change in design, occupancy and use of buildings or site will require plan submittal to the Fire Prevention Bureau with review and approval prior to installation. (CFC Appendix Chapter 1)

F31. Emergency and Fire Protection Plans shall be provided when required by the Fire Prevention Bureau. (CFC Section 105)

PUBLIC WORKS DEPARTMENT

Land Development Division

The following are the Public Works Department – Land Development Division Conditions of Approval for this project and shall be completed at no cost to any government agency. All questions regarding the intent of the following conditions shall be referred to the Public Works Department – Land Development Division.

General Conditions

LD1. (G) The developer shall comply with all applicable City ordinances and resolutions including the City's Municipal Code (MC) and if subdividing land, the Government Code (GC) of the State of California, specifically Sections 66410 through 66499.58, said sections also referred to as the Subdivision Map Act (SMA). (MC 9.14.010)

LD2. (G) If the project involves the subdivision of land, maps may be developed in phases with the approval of the City Engineer. Financial security shall be provided for all improvements associated with each phase of the map. The boundaries of any multiple map increment shall be subject to the approval of the City Engineer. The City Engineer may require the dedication and construction of necessary utilities, streets or other improvements outside the area of any particular map, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public. (MC 9.14.080, GC 66412 and 66462.5) If the project does not involve the subdivision of land and it is necessary to dedicate right-of-way/easements, the developer shall make the appropriate offer of dedication by separate instrument. The City Engineer may require the construction of necessary utilities, streets or other improvements beyond the project boundary, if the improvements are needed for circulation, parking, access, or for the welfare or safety of the public.

LD3. (G) It is understood that the tentative map correctly shows all existing easements, traveled ways, and drainage courses, and that their omission may require the map or plans associated with this application to be resubmitted for further consideration. (MC 9.14.040)

LD4. (G) In the event right-of-way or offsite easements are required to construct offsite improvements necessary for the orderly development of the surrounding area to meet the public health and safety needs, the developer shall make a good faith effort to acquire the needed right-of-way in accordance with the Land Development Division's administrative policy. In the event that the developer is unsuccessful, he shall enter into an agreement with the City to acquire the necessary right-of-way or offsite easements and complete the improvements at such time the City acquires

the right-of-way or offsite easements which will permit the improvements to be made. The developer shall be responsible for all costs associated with the right-of-way or easement acquisition. (GC 66462.5)

LD5. (G) If improvements associated with this project are not initiated within two years of the date of approval of the Public Improvement Agreement, the City Engineer may require that the improvement cost estimate associated with the project be modified to reflect current City construction costs in effect at the time of request for an extension of time for the Public Improvement Agreement or issuance of a permit.

LD6. (G) The developer shall monitor, supervise and control all construction and construction supportive activities, so as to prevent these activities from causing a public nuisance, including but not limited to, insuring strict adherence to the following:

a. Removal of dirt, debris, or other construction material deposited on any public street no later than the end of each working day.
b. Observance of working hours as stipulated on permits issued by the Public Works Department.
c. The construction site shall accommodate the parking of all motor vehicles used by persons working at or providing deliveries to the site.
d. All dust control measures per South Coast Air Quality Management District (SCAQMD) requirements shall be adhered to during the grading operations.

Violation of any condition or restriction or prohibition set forth in these conditions shall subject the owner, applicant, developer or contractor(s) to remedies as noted in the City Municipal Code 8.14.090. In addition, the City Engineer or Building Official may suspend all construction related activities for violation of any condition, restriction or prohibition set forth in these conditions until such time as it has been determined that all operations and activities are in conformance with these conditions.

LD7. (G) The developer shall protect downstream properties from damage caused by alteration of drainage patterns, i.e., concentration or diversion of flow. Protection shall be provided by constructing adequate drainage facilities, including, but not limited to, modifying existing facilities or by securing a drainage easement. (MC 9.14.110)

LD8. (G) Public drainage easements, when required, shall be a minimum of 25 feet wide and shall be shown on the map and plan, and noted as follows: "Drainage Easement – no structures, obstructions, or encroachments by land fills are allowed." In addition, the grade within the easement area shall not exceed a 3:1 (H:V) slope, unless approved by the City Engineer.

LD9. (G) For single family residential subdivisions, all lots shall drain toward the street unless otherwise approved by the City Engineer. Residential lot drainage to the street shall be by side yard swales and include yard drain pipes and inlet grates (or stubbed and capped if area is not yet landscaped) that convey flows to the street in accordance to City Standard No. 303 independent of adjacent lots. No over the sidewalk drainage shall be allowed, all drainage shall be directed to a driveway or drainage devices located outside the right-of-way. (MC 9.14.110)

LD10. (G) A detailed drainage study shall be submitted to the City Engineer for review and approval at the time of any improvement or grading plan submittal. The study shall be prepared by a registered civil engineer and shall include existing and proposed hydrologic conditions. Hydraulic calculations are required for all drainage control devices and storm drain lines. (MC 9.14.110)

LD11. (G) Water quality basins designed to meet Water Quality Management Plan (WQMP) requirements for single-family residential development may not be used as a construction best management practice. The water quality basin shall be maintained for the entire duration of project construction and be used to treat runoff from those developed portions of the project. The water quality basin shall be protected from upstream construction related runoff by having proper best management practices in place and maintained. The water quality basin shall be graded per the approved design drawings and once landscaping and irrigation has been installed, it and its maintenance shall be turned over to an established Homeowner's Association. The Homeowner's Association shall enter into an agreement with the City for basin maintenance.

LD12. (G) The final conditions of approval issued by the Planning Division subsequent to Planning Commission approval shall be photographically or electronically placed on mylar sheets and included in the Grading and Street Improvement plan sets on twenty-four (24) inch by thirty-six (36) inch mylar and submitted with the plans for plan check. These conditions of approval shall become part of these plan sets and the approved plans shall be available in the field during grading and construction.

LD13. (G) Upon approval of the tentative tract map or plot plan by the Planning Commission, the Developer shall submit the approved tentative tract map or plot plan on compact disk in (.dxf) digital format to the Land Development Division of the Public Works Department.

Prior to Grading Plan Approval or Grading Permit

LD14. (GPA) Prior to approval of the grading plans, plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD15. (GPA) Prior to approval of grading plans, the developer shall ensure compliance with the City Grading ordinance, these Conditions of Approval and the following criteria:

a. The project street and lot grading shall be designed in a manner that perpetuates the existing natural drainage patterns with respect to tributary drainage area and outlet points. Unless otherwise approved by the City Engineer, lot lines shall be located at the top of slopes.
b. Any grading that creates cut or fill slopes adjacent to the street shall provide erosion control, sight distance control, and slope easements as approved by the City Engineer.
c. A grading permit shall be obtained from the Public Works Department – Land Development Division prior to commencement of any grading outside of the City maintained road right-of-way.
d. All improvement plans are substantially complete and appropriate clearance and at-risk letters are provided to the City. (MC 9.14.030)
e. The developer shall submit a soils and geologic report to the Public Works Department – Land Development Division. The report shall address the soil's stability and geological conditions of the site.

LD16. (GPA) Prior to grading plan approval, the developer shall select and implement treatment control best management practices (BMPs) that are medium to highly effective for treating Pollutants of Concern (POC) for the project. Projects where National Pollution Discharge Elimination System (NPDES) mandates water quality treatment control best management practices (BMPs) shall be designed per the City of Moreno Valley guidelines or as approved by the City Engineer.

LD17. (GPA) Prior to approval of the grading plans for project sites which are one acre or larger, the developer shall obtain the WQMP number from the City's Land Development Division, if a WQMP is required, and as a condition of the State Water Quality Control Board, a Notice of Intent (NOI) for an NPDES permit must be filed and a Waste Discharge Identification (W.D.I.D.) permit number obtained from the State Water Quality Control Board. (Clean Water Act)

LD18. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall submit two (2) copies of the final project-specific Water Quality Management Plan (WQMP) for review by the City Engineer that :

a. Addresses Site Design Best Management Practices (BMPs) such as minimizing impervious areas, maximizing permeability, minimizes directly connected impervious areas to the City's street and storm drain systems, and conserves natural areas;
b. Incorporates Source Control BMPs and provides a detailed description of their implementation;

c. Incorporates Treatment Control BMPs and provides information regarding design considerations;
d. Describes the long-term operation and maintenance requirements for BMPs requiring maintenance; and
e. Describes the mechanism for funding the long-term operation and maintenance of the BMPs.

A copy of the final WQMP template can be obtained on the City's Website or by contacting the Land Development Division of the Public Works Department

LD19. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall record a "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," to provide public notice of the requirement to implement the approved final project-specific WQMP and the maintenance requirements associated with the WQMP.

A boilerplate copy of the "Stormwater Treatment Device and Control Measure Access and Maintenance Covenant," can be obtained by contacting the Land Development Division of the Public Works Department

LD20. (GPA) Prior to the grading plan approval, or issuance of a building permit, if a grading permit is not required, the Developer shall secure approval of the final project-specific WQMP from the City Engineer. The final project-specific WQMP shall be submitted at the same time of grading plan submittal.

LD21. (GPA) Prior to the grading plan approval, or issuance of a building permit as determined by the City Engineer, the approved final project-specific WQMP shall be incorporated by reference or attached to the project's Storm Water Pollution Prevention Plan as the Post-Construction Management Plan.

LD22. (GPA) Prior to grading plan approval, the developer shall prepare a Storm Water Pollution Prevention Plan (SWPPP) in conformance with the state's Construction Activities Storm Water General Permit. A copy of the current SWPPP shall be kept at the project site and be available for review upon request. The SWPPP shall be submitted to the Storm Water Program Manager on compact disk(s) in Microsoft Word format.

LD23. (GPA) Prior to the approval of the grading plans, the developer shall pay applicable remaining grading plan check fee.

LD24. (GPA/MA) Prior to the later of either grading plan or final map approval, resolution of all drainage issues shall be as approved by the City Engineer.

LD25. (GP) Prior to issuance of a grading permit, if the fee has not already been paid prior to map approval or prior to issuance of a building permit if a grading permit is not

required, the developer shall pay Area Drainage Plan (ADP) fees. The developer shall provide a receipt to the City showing that ADP fees have been paid to Riverside County Flood Control and Water Conservation District. (MC 9.14.100)

LD26. (GP) Prior to issuance of a grading permit, security, in the form of a cash deposit (preferable), letter of credit, or performance bond shall be required to be submitted as a guarantee of the completion of the grading required as a condition of approval of the project.

LD27. (GP) Prior to issuance of a grading permit, the developer shall pay the applicable grading inspection fees.

Prior to Map Approval or Recordation

LD28. (MA) Prior to approval of the map, the developer shall submit a copy of the Covenants, Conditions and Restrictions (CC&Rs) to the Land Development Division for review and approval. The CC&Rs shall include, but not be limited to, access easements, reciprocal access, private and/or public utility easements as may be relevant to the project. In addition, for single-family residential development, the developer shall submit bylaws and articles of incorporation for review and approval as part of the maintenance agreement for any water quality basin.

LD29. (MA) Prior to approval of the map, all street dedications shall be irrevocably offered to the public and shall continue in force until the City accepts or abandons such offers, unless otherwise approved by the City Engineer. All dedications shall be free of all encumbrances as approved by the City Engineer.

LD30. (MA) Prior to approval of the map, security shall be required to be submitted as a guarantee of the completion of the improvements required as a condition of approval of the project. A public improvement agreement will be required to be executed.

LD31. (MA) Prior to approval of the map, the developer shall enter into an agreement with the City and Riverside County Flood Control and Water Conservation District establishing the terms and conditions covering the inspection, operation and maintenance of Master Drainage Plan facilities. (MC 9.14.110)

LD32. (MR) Prior to recordation of the map the developer shall comply with the requirements of the City Engineer based on recommendations of the Riverside County Flood Control District regarding the construction of County Master Plan Facilities. (MC 9.14.110)

LD33. (MR) Prior to recordation of the map, if the developer chooses to construct the project in construction phases, a Construction Phasing Plan for the construction of on-site public and private improvements shall be reviewed and approved by the City

Engineer. This approval must be obtained prior to the Developer submitting a Phasing Plan to the California State Department of Real Estate.

LD34. (MR) Prior to recordation of the map, if applicable, the developer shall have all street names approved by the City Engineer. (MC 9.14.090)

LD35. (MR) Prior to recordation of the final map, this project is subject to requirements under the current permit for storm water activities required as part of the National Pollutant Discharge Elimination System **(NPDES)** as mandated by the Federal Clean Water Act. Following are the requirements:

a. Establish a Home Owners Association (HOA) to finance the maintenance of the "Water Quality Ponds/Bio-swales". Any lots which are identified as "Water Quality Ponds/Bio-Swales" shall be owned in fee by the HOA.
b. Dedicate a maintenance easement to the City of Moreno Valley.
c. Execute a maintenance agreement between the City of Moreno Valley and the HOA. The maintenance agreement must be approved by City Council.
d. Establish a trust fund per the terms of the maintenance agreement.
e. Provide a certificate of insurance per the terms of the maintenance agreement.
f. Select one of the following options to meet the financial responsibility to provide storm water utilities services for the required continuous operation, maintenance, monitoring system evaluations and enhancements, remediation and/or replacement, all in accordance with Resolution No. 2002-46.
    i. Participate in the mail ballot proceeding in compliance with Proposition 218, for the Residential NPDES Regulatory Rate Schedule and pay all associated costs with the ballot process, or
    ii. Establish an endowment to cover future maintenance costs for the Residential NPDES Regulatory Rate Schedule.
g. Notify the Special Districts Division of the intent to record the final map 70 days prior to City Council action authorizing recordation of the final map and the financial option selected. (California Government Code & Municipal Code

LD36. (MR) Prior to recordation of the Final Map, the Grading Plan (s) and Landscape and Irrigation Plan (s) prepared for the "Water Quality Ponds/Bio-Swales" shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer or other registered/licensed professional as required. The developer, or the developer's successors or assignees shall secure the initials of the Engineering Division Manager or his designee on the mylars prior to the plans being approved by the City Engineer. (MC 9.14.100.C.2)

LD37. (MR) Prior to recordation of the map, the developer shall submit the map, on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

Prior to Improvement Plan Approval or Construction Permit

LD38. (IPA) Prior to approval of the improvement plans, the improvement plans shall be drawn on twenty-four (24) inch by thirty-six (36) inch mylar and signed by a registered civil engineer and other registered/licensed professional as required.

LD39. (IPA) Prior to approval of the improvement plans, the developer shall submit clearances from all applicable agencies, and pay all outstanding plan check fees. (MC 9.14.210)

LD40. (IPA) All public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer in order for the Public Improvement Agreement and accompanying security to be executed.

LD41. (IPA) Prior to approval of the improvement plans, securities and a public improvement agreement shall be required to be submitted and executed as a guarantee of the completion of the improvements required as a condition of approval of the project.

LD42. (IPA) The street improvement plans shall comply with all applicable City standards and the following design standards throughout this project:

a. Corner cutbacks in conformance with City Standard 208 shall be shown on the final map or, if no map is to be recorded, offered for dedication by separate instrument.
b. Lot access to major thoroughfares shall be restricted except at intersections and approved entrances and shall be so noted on the final map. (MC 9.14.100)
c. The minimum centerline and flow line grades shall be one percent unless otherwise approved by the City Engineer. (MC 9.14.020)
d. All street intersections shall be at ninety (90) degrees plus or minus five (5) degrees or as approved by the City Engineer. (MC 9.14.020)
e. All reverse curves shall include a minimum tangent of one hundred (100) feet in length.

LD43. (IPA) Prior to approval of the improvement plans, the plans shall indicate any restrictions on trench repair pavement cuts to reflect the City's moratorium on

disturbing newly-constructed pavement less than three years old and recently slurry sealed streets less than one year old. Pavement cuts for trench repairs may be allowed for emergency repairs or as specifically approved in writing by the City Engineer.

LD44. (IPA) Prior to approval of the improvement plans, the developer is required to bring any existing access ramps adjacent to and fronting the project to current ADA (Americans with Disabilities Act) requirements. However, when work is required in an intersection that involves or impacts existing access ramps, those access ramps in that intersection shall be retrofitted to comply with current ADA requirements, unless approved otherwise by the City Engineer.

LD45. (IPA) Prior to approval of the improvement plans, drainage facilities with sump conditions shall be designed to convey the tributary 100-year storm flows. Secondary emergency escape shall also be provided. (MC 9.14.110)

LD46. (IPA) Prior to the approval of the improvement plans, the hydrology study shall show that the 10-year storm flow will be contained within the curb and the 100-year storm flow shall be contained within the street right-of-way. In addition, one lane in each direction shall not be used to carry surface flows during any storm event for street sections equal to or larger than a minor arterial. When any of these criteria is exceeded, additional drainage facilities shall be installed. (MC 9.14.110 A.2)

LD47. (IPA) The project shall be designed to accept and properly convey all off-site drainage flowing onto or through the site. All storm drain design and improvements shall be subject to review and approval of the City Engineer. In the event that the City Engineer permits the use of streets for drainage purposes, the provisions of the Development Code will apply. Should the quantities exceed the street capacity or the use of streets be prohibited for drainage purposes, as in the case where one travel lane in each direction shall not be used for drainage conveyance for emergency vehicle access on streets classified as minor arterials and greater, the developer shall provide adequate facilities as approved by the Public Works Department – Land Development Division. (MC 9.14.110)

LD48. (CP) All work performed within the City right-of-way requires a construction permit. As determined by the City Engineer, security may be required for work within the right-of-way. Security shall be in the form of a cash deposit or other approved means. The City Engineer may require the execution of a public improvement agreement as a condition of the issuance of the construction permit. All inspection fees shall be paid prior to issuance of construction permit. (MC 9.14.100)

LD49. (CP) Prior to issuance of a construction permit, all public improvement plans prepared and signed by a registered civil engineer in accordance with City standards, policies and requirements shall be approved by the City Engineer.

LD50. (CP) Prior to issuance of construction permits, the developer shall submit all improvement plans on compact disks, in (.dxf) digital format to the Land Development Division of the Public Works Department.

LD51. (CP) Prior to issuance of construction permits, the developer shall pay all applicable inspection fees.

Prior to Building Permit

LD52. (BP) Prior to issuance of building permits, if the project involves a subdivision, the map shall be recorded (excluding model homes). (MC 9.14.090)

LD53. (BP) Prior to issuance of a building permit (excluding model homes), an approval by the City Engineer is required of the water quality control basin(s). The developer shall provide certification to the line, grade, flow test and system invert elevations.

LD54. (BP) Prior to issuance of a building permit, all pads shall meet pad elevations per approved plans as noted by the setting of "Blue-top" markers installed by a registered land surveyor or licensed engineer.

LD55. (BP) Prior to issuance of a building permit, the developer shall submit for review and approval, a Waste Management Plan (WMP) that shows data of waste tonnage, supported by original or certified photocopies of receipts and weight tags or other records of measurement from recycling companies and/or landfill and disposal companies. The Waste Management Plan shall contain the following:

a. The estimated volume or weight of project waste to be generated by material type. Project waste or debris may consist of vegetative materials including trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are cleared from a site. Project waste may also include roadwork removal, rocks, soils, concrete and other material that normally results from land clearing.
b. The maximum volume or weight of such materials that can be feasibly diverted via reuse and recycling.
c. The vendor(s) that the applicant proposes to use to haul the materials.
d. Facility(s) the materials will be hauled to, and their expected diversion rates.
e. Estimated volume or weight of clearing, grubbing, and grading debris that will be landfilled.

Approval of the WMP requires that at least fifty (50) percent of all clearing, grubbing, and grading debris generated by the project shall be diverted, unless the developer is granted an exemption. Exemptions for diversions of less than fifty (50) percent will be reviewed on a case by case basis. (AB939, MC 8.80)

Prior to Certificate of Occupancy

LD56. (CO) Prior to issuance of the last certificate of occupancy or building final, the developer shall pay all outstanding fees.

LD57. (BP) The City of Moreno Valley has an adopted Development Impact Fee (DIF) nexus study. All projects unless otherwise exempted shall be subject to the payment of the DIF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD58. (BP) The City of Moreno Valley has an adopted area wide Transportation Uniform Mitigation Fee (TUMF). All projects unless otherwise exempted shall be subject to the payment of the TUMF prior to issuance of occupancy. The fees are subject to the provisions of the enabling ordinance and the fee schedule in effect at the time of occupancy.

LD59. (CO) Prior to issuance of a certificate of occupancy or building final, the developer shall construct all public improvements in conformance with applicable City standards, except as noted in the Special Conditions, including but not limited to the following applicable improvements:

a. Street improvements including, but not limited to: pavement, base, curb and/or gutter, cross gutters, spandrel, sidewalks, drive approaches, pedestrian ramps, street lights, signing, striping, under sidewalk drains, landscaping and irrigation, medians, redwood header boards, pavement tapers/transitions and traffic control devices as appropriate.
b. Storm drain facilities including, but not limited to: storm drain pipe, storm drain laterals, open channels, catch basins and local depressions.
c. City-owned utilities.
d. Sewer and water systems including, but not limited to: sanitary sewer, potable water and recycled water.
e. Under grounding of existing and proposed utility lines less than 115,000 volts.
f. Relocation of overhead electrical utility lines including, but not limited to: electrical, cable and telephone.

LD60. (CO) Prior to issuance of a certificate of occupancy or building final, all existing and new utilities adjacent to and on-site shall be placed underground in accordance with City of Moreno Valley ordinances. (MC 9.14.130)

LD61. (CO) Prior to issuance of a certificate of occupancy or building final for residential projects, the last 20% or last 5 units (whichever is greater, unless as otherwise determined by the City Engineer) of any Map Phase, punch list work for

improvements and capping of streets in that phase must be completed and approved for acceptance by the City.

LD62. (CO) Prior to issuance of a certificate of occupancy or building final, in order to treat for water quality the sub-area tributary to the basin, the Developer must comply with the following:

a. The water quality basin and all associated treatment control BMPs and all hardware per the approved civil drawing must be constructed, certified and approved by the City Engineer including, but not limited to, piping, forebay, aftbay, trash rack, etc.) Landscape and irrigation plans are not approved for installation at this time.
b. Provide the City with an Engineer's Line and Grade Certification.
c. Perform and pass a flow test per City test procedures.

LD63. (CO) Prior to issuance of a certificate of occupancy or building final for the last 20% of the permitted structures or the last five (5) permitted units (whichever is greater) for any Phase of the development , the Developer shall:

a. Notify City Staff (Land Development Division) prior to construction and installation of all structural BMPs so that an inspection(s) can be performed.
b. Demonstrate that all structural BMPs described in the approved final project-specific WQMP have been constructed and installed in conformance with the approved plans and specifications;
c. Demonstrate that Developer is prepared to implement all non-structural BMPs described in the approved final project-specific WQMP; and
d. Demonstrate that an adequate number of copies of the approved final project-specific WQMP are available for future owners/occupants.
e. Clean and repair the water quality basin, including regrading to approved civil drawing if necessary.
f. Provide City with updated Engineer's Line and Grade Certification.
g. Obtain approval from City to install irrigation and landscaping.
h. Complete installation of irrigation and landscaping.

<u>Prior to Acceptance of Streets into the City Maintained Road System</u>

LD64. (AOS) Aggregate slurry, as defined in Section 203-5 of Standard Specifications for Public Works Construction, may be required just prior to acceptance of the entire tract street(s) into the City maintained road system at the discretion of the City Engineer. If slurry is required, the developer/contractor must provide a slurry mix design submittal for City Engineer approval. The latex additive shall be Ultra Pave 70 (for anionic – per project geotechnical report) or Ultra Pave 65 K (for cationic – per project geotechnical report) or an approved equal. The latex shall be added at the emulsion plant after weighing the asphalt and before the addition of mixing water. The latex shall be added at a rate of two to two-and-one-half (2 to 2½) parts

to one-hundred (100) parts of emulsion by volume. Any existing striping shall be removed prior to slurry application and replaced per City standards.

SPECIAL CONDITIONS

LD65. (GP) Prior to rough grading plan approval, the plan shall clearly show that any slope near the public right-of-way has a minimum set-back area at 2% maximum of 2' before the start of the top or toe of slope. If the vertical height of the slope exceeds 10', this set-back area shall be 3' minimum.

LD66. (GP) Prior to rough grading plan approval, the plan shall clearly show and label the "Rock Outcrop" area and note that no grading will be allowed within this area. The "Rock Outcrop" area shall be consistent with that shown on the approved tentative tract map.

LD67. (GP) Prior to rough grading plan approval, the developer shall follow the recommendations in the Report of Geotechnical Engineering Investigation dated February 14, 2005 and submitted by Quartech Consultants (QCI), including addendums. The report addresses the rock fall potential. The report delineates any unbuildable areas of the map and/or outlines any necessary protective measures required by this map for the design as shown on the plans, such as the construction of a catchment wall. Catchment wall details shall be provided and reflected on the rough grading plans.

LD68. Prior to and for the duration of rough grading, rockfall mitigation shall be assessed by a registered engineering geologist. These measures may include, but not be limited to, one or a combination of the following:

a. Geologically map and paint mark the individual, round, perched rocks and rate the rock exposures for high, moderate or low rockfall potential.
b. Removal of the loose, round, perched rocks.
c. Establishment of a buffer zone for rock catchment and/or construction of fences, ditches, walls, etc.
d. Surface protection on the weathered and broken areas may include provision of shotcrete to bind the loose rocks and/or construction of concrete wedge in the front and/or around the rocks.
e. Anchored cable nets and mesh to restrain loose rock which is difficult to remove.
f. Periodic inspection of the slope areas by an engineering geologist to serve as a basic slope maintenance requirement.

Proposed measures shall be subject to review and approval by the City Engineer and Community Development Director prior to implementation.

LD69. (GP) Prior to rough grading plan approval, the grading plans shall clearly demonstrate that drainage is properly collected and conveyed. The plans shall show all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site, and downstream off-site improvements. The developer will be required to obtain the necessary permission for offsite construction including easements. Drainage improvements may include the construction of an onsite storm drain system within Street "A", a drainage easement through Lot 6 to the map south boundary, an offsite storm drain from the south map boundary within proposed offsite easements to Ironwood Avenue, and within Ironwood Avenue to its connection with an existing storm drain at the intersection of Ironwood Avenue and Vista de Cerros Drive.

LD70. (GP) Prior to rough grading plan approval, the plan shall clearly demonstrate that any sump catch basins, including but not limited to those on Street "A", as shown on the tentative map, are designed such that there is an emergency escape for drainage overflow in the event that the basin inlets become clogged. This might include, but not be limited to, over sizing the catch basin inlets, providing an approved emergency overflow path, or other method as approved by the City Engineer during the design/plan check stage.

LD71. Prior to final map approval, the developer shall secure any off-site easements from the off-site property owner(s) to ensure the proper drainage and utility connections for this project. This includes, but is not limited to, the proposed utility easement across APN 474-250-039 for proposed storm drain and sanitary sewer lines to Ironwood Avenue.

LD72. Prior to final map approval, the map shall show all existing and proposed easements within the map boundary including the private drainage easement across Lots 10-14, a five-foot wide drainage easement along the east, west and south property lines, a utility easement across the east side of Lot 6 which shall also accommodate an access driveway to the proposed water quality basin on Lot B, all as labeled on the approved tentative tract map. In accordance with the standard condition of approval, the final map shall record prior to issuance of a building permit, excluding model homes.

LD73. Prior to final map approval, the map shall dedicate 50' feet of right-of-way for the construction of Street "A" per City Standard No. 108B Modified, street knuckle per City Standard No. 122, cul-de-sac per City Standard No. 124, and corner cut backs per City Standard No. 208. The map shall dedicate 28' of right-of way for the construction of Mountain Ranch Road per City Standard No. 108B along the project's north frontage.

LD74. Prior to final map approval, the developer shall guarantee the construction of the following improvements by entering into a public improvement agreement and posting security. The improvements shall be completed prior to occupancy of the first building or as otherwise determined by the City Engineer.

a. **Mountain Ranch Road, Short Local Street, City Standard 108B (56' RW / 36' CC) shall be constructed to half-width plus an additional 12' north of the centerline, along the map's north frontage. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage facilities including under sidewalk drains and curb cores, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, and dry and wet utilities.**
b. **Street "A", Short Local, City Standard 108B Modified (56' RW / 36' CC) shall be constructed to full-width. Improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk on the west and south sides (and as shown on the approved tentative tract map), driveway approaches, storm drain and catch basins, curb cores, streetlights, pedestrian ramps, and dry and wet utilities..**
c. **Pavement core samples of existing pavement may be taken and findings submitted to the City for review and consideration of a lesser width of pavement improvements. The City will determine the adequacy of the existing pavement structural section. If the existing pavement section is found to be adequate, then a lesser width than that specified above for street pavement improvements may be allowed, as approved by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall construct the streets to the limits as listed above.**
d. **The developer shall install all necessary on-site and off-site drainage improvements to properly collect and convey drainage entering, within and leaving the project. This may include, but not be limited to on-site and perimeter drainage improvements to properly convey drainage within and along the project site including offsite flows entering across the east property line, and downstream off-site improvements of master plan storm drain lines. The developer shall construct the following storm drain lines: onsite storm drain system within Street "A" and a drainage easement through Lot 6 to the map south boundary, an offsite storm drain from the south map boundary within proposed offsite easements to Ironwood Avenue, and within Ironwood Avenue to its connection with an existing storm drain near the intersection of Ironwood Avenue and Vista de Cerros Drive. A portion of the proposed**

storm drain in Ironwood Avenue, upstream of its connection to an existing storm drain, is Line R-1 of the Sunnymead Area Drainage Plan.

LD75. It may be necessary for the developer to remove/relocate/reconstruct driveways, fences, gates, landscaping and other items, as required, for the installation of offsite storm drain and sewer improvements. It may be necessary for the developer to grade or construct on private property in which case the developer will be required to obtain right-of-entry.

LD76. The Applicant shall select and implement treatment control BMPs that are medium to highly effective for treating Pollutants of Concern (POC) for the project. POC include project pollutants associated with a 303(d) listing or a TMDL for receiving waters. Project POC include: Nutrients, Oxygen Demanding Substances, and Pathogens (Bacteria and Viruses). Exhibit C of the document, "Riverside County Water Quality Management Plan for Urban Runoff" dated July 24, 2006 shall be consulted for determining the effectiveness of proposed treatment BMPs.

LD77. Overall, the proposed treatment control concept is accepted as the conceptual treatment control BMP for the proposed site. The Applicant has proposed to incorporate the use of a Water Quality basin. Final design details of the Water Quality Basin must be provided in the first submittal of the F-WQMP and must comply with the City's design detail requirements. The size of the treatment control BMP is to be determined using the procedures set forth in Exhibit C of the Riverside County Guidance Document. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance.

LD78. The Applicant shall substantiate the applicable Hydrologic Condition of Concern (HCOC) (WQMP Section IV) in the F-WQMP. The HCOC designates that the project will comply with Condition A; therefore, the condition must be addressed in the F-WQMP.

LD79. The Applicant shall record with the County-Clerk Recorder a "Covenant and Agreement" that informs future property owners of the requirements to implement the approved F-WQMP. The "Covenant and Agreement" shall be in a form acceptable to the City of Moreno Valley. The Applicant may propose, subject to approval by the City of Moreno Valley, the recording of alternative documents to inform future owners of the requirements to implement the approved F-WQMP. Documents shall be approved by the City of Moreno Valley and recorded with the County-Clerk Recorder prior to issuance of building or grading permits.

LD80. The Applicant shall, prior to building or grading permit closeout or the issuance of a certificate of occupancy, demonstrate:

a. That all structural BMPs have been constructed and installed in conformance with the approved plans and specifications;
b. That all structural BMPs described in the F-WQMP have been implemented in accordance with approved plans and specifications;
c. That the applicant is prepared to implement all non-structural BMPs included in the FWQMP, conditions of approval, and building/grading permit conditions; and
d. That an adequate number of copies of the approved F-WQMP are available for the future owners/occupants of the project.

PUBLIC WORKS DEPARTMENT

Special Districts Division

The following items are Special Districts' Conditions of Approval for project **PA05-0071**; this project shall be completed at no cost to any Government Agency. All questions regarding Special Districts' conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Special Districts Division of the Public Works Department 951.413.3480. The applicant is fully responsible for communicating with each designated Special Districts staff member regarding their conditions.

General Conditions

SD1. The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zones A (Parks & Community Services) and C (Arterial Street Lighting). All assessable parcels therein shall be subject to annual Zone A and Zone C charges for operations and capital improvements.

SD2. Any damage to existing landscape easement areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the Moreno Valley Community Services District.

Prior to Recordation of Final Map

SD3. (R) This project has been identified to be included in the formation of a Community Facilities District (Mello-Roos) for **Public Safety** services, including but not limited to Police, Fire Protection, Paramedic Services, Park Rangers, and Animal Control services. The property owner(s) shall not protest the formation; however, they retain the right to object to the rate and method of maximum special tax. In compliance with Proposition 218, the developer shall agree to approve the mail ballot proceeding (special election) for either formation of the CFD or annexation into an existing district that may already be established. The Developer must notify

Special Districts of intent to record the final map 70 days prior to City Council action authorizing recordation of the map. (California Government Code)

SD4. (R) This project is conditioned to provide a funding source for the capital improvements, energy charges and maintenance for residential street lighting. In order for the Developer to meet the financial responsibility to maintain the defined service, one of the following options shall be selected:

a. Participate in the mail ballot proceeding in compliance with Proposition 218, for Moreno Valley Community Services District **Zone B** (Residential Street Lighting), and pay all associated costs with the ballot process; or
b. Establish a Home Owners Association (HOA) to maintain the residential streetlights; or
c. Establish an endowment to cover future maintenance costs for the residential streetlights.

The Developer must notify Special Districts of the intent to record the final map 70 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance.

SD5. *Residential* (R) If Land Development, a Division of the Public Works Department, requires this project to supply a funding source necessary to provide, but not limited to, stormwater utilities services for the required continuous operation, maintenance, monitoring, system evaluations and enhancements, remediation and/or replacement, the developer must notify Special Districts of intent to record final map 70 days prior to City Council action authorizing recordation of the map and the financial option selected to fund the continued maintenance. (California Government Code)

SD6. (R) Prior to recordation of the final map, the developer, or the developer's successors or assignees, shall record with the County Recorder's Office a **Declaration of Covenant and Acknowledgement of Assessments** for each assessable parcel therein, whereby the developer covenants and acknowledges the existence of the Moreno Valley Community Services District, its established benefit zones, and that said parcel(s) is (are) liable for payment of annual benefit zone charges and the appropriate National Pollutant Discharge Elimination System (NPDES) maximum regulatory rate schedule when due. A copy of the recorded Declaration of Covenant and Acknowledgement of Assessments shall be submitted to the Special Districts Division.

**For a copy of the Declaration of Covenant and Acknowledgement of the Assessments form, please contact Special Districts, phone 951.413.3480.

<u>Prior to Building Permit Issuance</u>

SD7. (BP) This project has been identified to be included in the formation of a Map Act Area of Benefit Special District for the construction of **major thoroughfares and/or freeway** improvements. The property owner(s) shall participate in such District, and pay any special tax, assessment, or fee levied upon the project property for such District. At the time of the public hearing to consider formation of the district, the property owner(s) will not protest the formation, but the property owners(s) will retain the right to object if any eventual assessment is not equitable, that is, if the financial burden of the assessment is not reasonably proportionate to the benefit which the affected property obtains from the improvements which are to be installed. (Street & Highway Code, GP Objective 2.14.2, MC 9.14.100)

Prior to Certificate of Occupancy

SD8. (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit a letter to Special Districts from the Utility service responsible for providing final electrical energy connections and energization of the streetlights for the development project. The letter must identify, by pole number, each streetlight in the development and state the corresponding date of its electrical energization.

SD9. (CO) Prior to issuance of a Certificate of Occupancy or building final, the developer shall submit, in a form acceptable to Special Districts, the current list of all Assessor's Parcel Numbers assigned to the recorded map. Please forward to:

City of Moreno Valley
Special Districts
14325 Frederick Street – Suite 9
P. O. Box 88005
Moreno Valley, CA 92552-0805

SD10. (CO) Prior to the issuance of the first Certificate of Occupancy or building final for this project, the developer shall pay Advanced Energy fees for all applicable Zone B (Residential Street Lighting) and/or Zone C (Arterial Street Lighting and Intersection Lighting) streetlights required for this development. The developer shall provide a receipt to the Special Districts Division showing that the Advanced Energy fees have been paid in full for the number of streetlights to be accepted into the CSD Zone B and/or Zone C program. Payment shall be made to the City of Moreno Valley, as collected by the Land Development Division, based upon the Advanced Energy fee rate at the time of payment and as set forth in the current Listing of City Fees, Charges and Rates, as adopted by City Council. Any change in the project which may increase the number of streetlights to be installed will require payment of additional Advanced Energy fees at the then current fee.

PUBLIC WORKS DEPARTMENT

Transportation Engineering Division

General Conditions

TE1. Mountain Ranch Road is classified as a Short Local Street (56'RW/36'CC) per City Standard Plan No. 108B.

TE2. Street "A" is designated as a Short Local Street (56'RW/36'CC) per City Standard Plan No. 108B modified to remove 6' of R/W and sidewalk on the east and north sides. The section shall have a 50'RW/36'CC, 10' parkway with sidewalk on the west and south, 4' parkway on the east and north.

TE3. Knuckles shall be constructed to City of Moreno Valley Standard Plan No. 122.

TE4. Cul-de-sacs shall be designed and constructed per City Standard Plan No. 123 and/or 124.

TE5. Driveways shall conform to Section 9.16.250, and Table 9.16.250A of the City's Development Code – Design Guidelines and City Standard Plan No. 117 for residential driveway approach.

TE6. During construction activity, developer is responsible for regularly scheduled street sweeping per approved street sweeping schedule. Failure to provide regularly scheduled street sweeping during construction activity at the approved times shall result in re-inspection fees (amounts to be determined by City Engineer) and/or project suspension until street sweeping is provided.

TE7. Conditions of approval may be modified if project is phased or altered from any approved plans.

Prior to Improvement Plan Approval or Construction Permit

TE8. Sight distance at driveways and on streets shall conform to City of Moreno Valley Standard No. 125 A, B and C at the time of preparation of final grading, landscape, and street improvements.

TE9. Prior to the final approval of the street improvement plans, a signing and striping plan shall be prepared per City of Moreno Valley Standard Plans - Section 4 for all streets to include provisions for street sweeping during construction activity. Street sweeping signs coordinated with City of Moreno Valley Street Sweeping schedules shall be included in the signing and striping plan.

TE10. Prior to final approval of the street improvement plans, the developer shall submit to the City a contract between the developer and a street sweeping company for sweeping the streets during the warranty period, for the day shown on the posted street sweeping signage. The contract shall include a contact person and phone number for said contact person.

TE11. Prior to issuance of a construction permit, construction traffic control plans prepared by a qualified, Registered Civil or Traffic engineer may be required.

Prior to Acceptance of Streets into the City-maintained Road System

TE12. Prior to the acceptance of streets into the City-maintained road system, all signing and striping and traffic claming measures shall be installed per current City Standards and the approved plans.

PARKS AND COMMUNITY SERVICES DEPARTMENT

The following items are Parks and Community Services Department Conditions of Approval for project **PA05-0071**. All questions regarding Parks and Community Services Department Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Parks and Community Services Department 951.413.3280 and Special Districts Division of the Public Works Department 951.413.3480.

PCS1. SPECIFIC CONDITIONS OF APPROVAL: NA

PCS2. Parks and Community Services Department
Standard Park and Community Services Project Conditions: NA

PCS3. (R) If Special Districts, a Division of the Public Works Department, requires this project to supply a funding source for the continued maintenance, enhancement, and or retrofit of neighborhood parks, open spaces, linear parks, and/or trails systems, the Developer must notify Special Districts of intent to record the final map 70 days prior to recordation of the final map and the financial option selected to fund the continued maintenance. (California Government Code, GP Chapter 2.7)

PCS3b. (BP) If Special Districts, a Division of the Public Works Department, requires this project to supply a funding source for the continued maintenance, enhancement, and or retrofit of neighborhood parks, open spaces, linear parks, and/or trails systems, the Developer must notify Special Districts of intent to request building permits 70 days prior to their issuance and the financial option selected to fund the continued maintenance. (California Government Code, GP Chapter 2.7)

PCS4. The parcel(s) associated with this project have been incorporated into the Moreno Valley Community Services Districts Zone A (Parks and Community Services). All assessable parcels therein shall be subject to the annual Zone A charge for operations and capital improvements.

PCS5. (R) Prior to recordation of the final map, the developer, or the developer's successors or assignees, shall supply a copy of the recorded Declaration of Covenant and Acknowledgement of Assessments to the Parks and Community Services Department.

PCS6. (BP) Prior to release of building permit, the developer, or the developer's successors or assignees shall supply a copy of the recorded Declaration of Covenant and Acknowledgement of Assessments to the Parks and Community Services Department.

PCS7. (BP) This project is subject to current Development Impact Fees, payable no later than time of Occupancy or Final.

POLICE DEPARTMENT

PD1. Prior to the start of any construction, temporary security fencing shall be erected. The fencing shall be a minimum of six (6) feet high with locking, gated access and shall remain through the duration of construction. Security fencing is required if there is: construction, unsecured structures, unenclosed storage of materials and/or equipment, and/or the condition of the site constitutes a public hazard as determined by the Public Works Department. If security fencing is required, it shall remain in place until the project is completed or the above conditions no longer exist. (MC 9.08.080)

PD2. Prior to the issuance of grading permits, a temporary project identification sign shall be erected on the site in a secure and visible manner. The sign shall be conspicuously posted at the site and remain in place until occupancy of the project. The sign shall include the following:

a. The name (if applicable) and address of the development.
b. The developer's name, address, and a 24-hour emergency telephone number. (MC 9.08.080)

PD3. Addresses are to be in plain view, visible from the street and visible at night.

PLANNING COMMISSION STAFF REPORT

Cases:	PA05-0069 – Change of Zone PA05-0071 – Tentative Tract Map 32388
Date:	June 25, 2009
Applicant:	Elie Abinader, John Klaeb, and Naji Doumit
Representative:	Foresight Engineering
Location:	South side of Mountain Ranch Road at Northshore Drive
Proposal:	Tentative Tract Map 32388 proposes to subdivide approximately 9.5 acres into 14 lots for single-family residential development. The accompanying change of zone would modify the existing Residential 1 land use district to the Residential 2 district, which is consistent with the existing Residential 2 General Plan land use designation.
Redevelopment Area:	No
Recommendation:	Approval

SUMMARY

Tentative Tract Map 32388 proposes to subdivide approximately 9.5 acres into 14 lots for single-family residential development. The proposed project includes perimeter street improvements (Mountain Ranch Road) and off-site utility and infrastructure improvements (sewer and storm drain). Proposed residential lot sizes range from 20,000 square feet to 39,000 square feet. The proposed use and density are consistent with the existing Residential 2 General Plan land use designation and the proposed Residential 2 zoning district.

ATTACHMENT 5

PROJECT DESCRIPTION

Zone Change

The proposed zone change would replace the existing Residential 1 (R1) land use district with the Residential 2 (R2) land use district. While this represents a potential doubling of permitted intensity, the proposed district is consistent with the existing General Plan land use designation of Residential 2.

The proposed 20,000 square foot minimum lot size under the Residential 2 land use district is compatible with the predominant Residential 2 land use district for surrounding properties and with the developed pattern of land uses in the surrounding area and in the area through which the project will take access. The proposed Residential 2 land use district represents a logical extension of existing development.

Tentative Tract Map

Tentative Tract Map 32388 as proposed will subdivide the approximately 9.5 acres (net) of Assessor's Parcel Number 474-250-003 into 14 single-family residential lots in the R2 zone (proposed). The proposed design provides residential lots exceeding the 20,000 square foot minimum for the R2 zone; with all lots also meeting the associated lot width (100 feet) and lot depth (120 feet) requirements.

The grading design has taken into consideration the opportunities and constraints of the complex site topography. The knoll that occupies much of the eastern portion of the site is preserved in portions of Lots 9 through 14. The recommended conditions of approval require development of a uniform fencing plan (P14) for this area and recordation of legal documents to establish use restrictions and long-term maintenance provisions (P8). Split level foundation pads are placed close to the street for lots along the west and south site boundaries, with the balance of the lot graded to gently transition to the exterior tract boundary. This design and layout is intended to soften the transition to existing adjoining residential development.

The tract design includes a water quality basin located in the southwest corner of the site at the rear of Lots 5 and 6. The recommended conditions of approval require creation of a homeowners association (LD35) to provide for long-term maintenance of the basin and development of a fence/wall plan (P14) that considers privacy and aesthetics for the neighbors.

The tract design proposes an easement along the east boundary of Lot 6. This easement will contain storm drain and sewer lines and will also serve as access to the water quality basin.

This project has been reviewed and meets and exceeds the minimum criteria of the proposed R2 zone. Density for the tract is approximately 1.5 dwelling units per net acre, where up to 2.0 dwelling units per acre is permitted.

Architectural plans for the future residences will be reviewed administratively under a future model home complex application or as individual custom homes.

Site

The project site is generally located northeast of Ironwood Avenue and Vista de Cerros Drive, lying on the south side of Mountain Ranch Road at Northshore Drive. The western third of the site is generally level with the eastern two-thirds characterized by a rocky knoll and several man-made basins. The site is vacant.

Surrounding Area

The surrounding area generally to the west and north is designated for single-family residential uses at the Residential 2 density, reflecting existing development. The surrounding area generally to the south and east is designated for single-family residential uses at the Residential 1 density, reflecting the dominant pattern of existing development and lot sizes for undeveloped parcels. The hillside area that lies to the northeast at the end of Mountain Ranch Road and extending uphill to Kalmia Avenue is designated for Hillside Residential uses, reflecting the steeply sloping terrain that is the lower slopes of the Reche Hills.

The project site is at the interface between existing Residential 1 and Residential 2 districts. Access to the project site is through existing development at Residential 2 densities. The proposed tract layout is sensitive to the existing lot pattern for adjoining properties. Overall, the proposed tentative tract map is compatible with existing and planned land uses, and the City's General Plan.

Access/Parking

The project site fronts Mountain Ranch Road, which is accessed by way of Steeplechase Drive or Vista de Cerros Drive from Ironwood Avenue. Four of the proposed lots will front Mountain Ranch Road, repeating the existing pattern of development on the north side of the street. A new interior street will provide access to the 10 remaining lots. The location and configuration of the internal street is constrained by the minimum lot depth requirement for the tier of lots along the west site boundary and the objective to preserve the knoll. To further the objective of preserving the knoll, and in recognition of the limited number of lots and substantial on-site parking on each lot, the design for the internal street is a reduced cross-section with sidewalk on only one side of the street.

Each lot, when developed, will be required to meet the parking standards for a single-family residence, which requires a minimum two (2) car garage to meet the off-street parking requirements of the Municipal Code.

Walls/Fences

The walls and fences for this tract are conditioned to be consistent with the provisions of the City's Municipal Code. Decorative block walls are required for the street side yards of all corner lots. The recommended conditions of approval (P14) address unique circumstances with the future walls and fences for this development, including the preserved knoll, retaining walls and catchment walls, and the water quality basin. Due to location in a high fire hazard severity zone, all walls and fences must be constructed of non-combustible materials.

REVIEW PROCESS

The application for this project was submitted in April 2005 and the project was first reviewed by the Project Review Staff Committee on May 10, 2005. Staff review focused on tract layout and design aspects related to grading, drainage, and water quality. The site design was improved by preserving the rocky knoll and in the process lot yield was increased by one developable lot.

The significant time span required to bring this matter to hearing reflected delays in submittal of technical studies and in obtaining authorization for an off-site easement.

ENVIRONMENTAL

An initial study was prepared to support the recommend environmental finding that a mitigated negative declaration is appropriate for this project. Issues of special discussion in the initial study are aesthetics, biological resources, geology and soils, and hazards (wildfire). All project impacts are less than significant when considering the project design, recommended conditions of approval, and established City programs and procedures. The following summarizes the discussion of focus issues from the initial study:

- Aesthetics – The project includes a locally-prominent knoll that will be preserved. Recommended conditions of approval P9, P12 and P14 address the implementing actions related to grading, fencing, open space easements, and long-term maintenance that will ensure preservation of this aesthetic feature. The initial study also acknowledges limited views of the valley floor that are enjoyed from the existing homes on the north side of Mountain Ranch Road. These views are interrupted by the on-site knoll, additional peaks in the area south of Ironwood Avenue, and by existing development to the south. While site development can be expected to further interrupt existing views, in the context of the currently limited nature of views, the potential impact is considered less than significant.
- Biological resources - The project site is within the plan area for the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). The site is subject to MSHCP policies governing impacts to the burrowing owl. In accordance with implementing guidance, habitat assessment and burrow

surveys were conducted. While no owls were observed, the site does contain habitat that is suitable for burrowing owl. As required under the MSHCP, the project conditions of approval include a requirement for pre-construction surveys to update the status of the species on the site immediately prior to grading.

- Geology and soils – project review included evaluation of stability of exposed rocks on natural slopes to remain above proposed residential pads. The geologist's opinion is that the rocks on these natural slopes are stable, with a further recommendation for construction of a debris catchment wall adjacent to Lots 12 and 14. The recommended wall is identified on the preliminary grading plan and recommended condition of approval LD67 reinforces the requirement for this wall. Recommended condition of approval LD68 requires ongoing evaluation of rockfall hazard during grading. Established City procedures for plan check, permit issuance, and building inspection ensure incorporation of engineering recommendations in project design and construction.
- Hazards – the project site is in a designated high fire hazard severity zone. The recommended conditions of approval (F16, F17, F19, F20, P10 and P14) require specified structural treatments for future residences and fuel modification provisions to mitigate this risk.

The initial study has been made available for a 20-day public review period ending on June 24th. No comments were received as of the date of publication of this report. Any comments received by close of the review period will be addressed at the Planning Commission hearing.

NOTIFICATION

Public notice was sent to all property owners of record within 300' of the project. The public hearing notice for this project was also posted on the project site and published in the local newspaper. In addition to City notification, the applicant conducted an outreach program involving mailed notice to residents within 300 feet of the site.

As of the date of publication of this report, staff has received four inquiries in response to the applicant's outreach letter. These inquiries involved questions about project timing, nuisances during the construction period, impacts to common animals observed on the site, intent for walls and fences on the common property lines, proposed pad grades, drainage design, location of the off-site easement, logistics related to existing fences and landscaping, provisions for access during construction of off-site utilities, ability to connect to the proposed sewer line, anticipated sale price of proposed homes, consideration of adjoining equestrian uses in future landscaping; ability to extend the cul-de-sac to the east site boundary, and ability to extend utilities to an adjoining property. Each of the concerns was responded to by e-mail or in telephone conversations. None of the individuals who inquired about the project expressed a specific objection to the project.

REVIEW AGENCY COMMENTS

Staff received only one response to the Project Review Staff Committee transmittal; which was sent to all potentially affected reviewing agencies.

Agency	Response Date	Comments
Riverside County Flood Control and Water Conservation District	May 17, 2005	This project is within the Sunnymead Area Drainage Plan and is subject to associated fees

In addition to the City's transmittal process, the applicant has been working with Eastern Municipal Water District regarding provision of water and sewer services and the related easements. The applicant has provided evidence that EMWD has accepted the proposed off-site easement (e-mail dated January 30. 2009)

STAFF RECOMMENDATION

Staff recommends that the Planning Commission take the following action:

APPROVE Resolution No. 2009-20, recommending that the City Council:

1. **ADOPT** a Mitigated Negative Declaration for PA05-0069 (Change of Zone) and PA05-0071 (Tentative Tract Map 32388) in that, as designed and conditioned, this project will not result in significant environmental impacts;

2. **APPROVE** PA05-0069 (Change of Zone), based on the findings contained in the resolution and as shown on the attachment included as Exhibit A of the resolution; and

3. **APPROVE** PA05-0071 (Tentative Tract Map No. 32388), based on the findings contained in the resolution and subject to the conditions of approval attached as Exhibit B of the resolution.

Prepared by: Approved by:

Kathleen Dale
Associate Planner

John C. Terell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Existing Zoning Exhibit
3. Planning Commission Resolution No. 2009-20
4. Negative Declaration
5. Initial Study (Figure 2 is aerial photograph of project site and vicinity)
6. Reduced Exhibits (TTM, 4 sheets, and Preliminary Grading, 1 sheet)

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PA05-0069 Change of Zone
PA05-0071 Tentative Tract Map. No. 32388

CHAIR MARZOEKI – May I have the Staff Report please?

PLANNING OFFICIAL TERELL – Yes Chair and Commission, as I reported at your last meeting, Kathy Dale has retired since that time and I'll be taking over the project for tonight and then Jeff Bradshaw will be shepherding it through the rest of the process.

The project before you is Tentative Tract Map No. 32388, which proposes to subdivide 9.5 acres into 14 lots for single family development. The project is located on the south side of Mountain Ranch Road just east of Vista de Cerros and North Shore Drive.

The project is currently in the R1 Zone and also in the General Plan as an R2 area or zone. As part of this subdivision, the Applicant is also requesting a change in zone from R1 to R2 and that would be the same designation that currently exists to the north and to the west of the property. The areas to the south and east of the property would remain in the R1 zoning designation. The R2 Zone has a 20,000 square foot minimum lot size. The lots in this proposed subdivision range in size from 20,000 to 39,000 square feet in size and the proposed density is 1.5 dwelling units per acre, which is well under the 2 dwelling units per acre that are permitted by the R2 Zone. All of the lots proposed in this subdivision meet or exceed the minimum development standards for the R2 Zone.

The grading on these lots is also different than the usual subdivision in that it's meant to fit this project better onto the site. Many of the lots around the edge of the subdivision have split pads, which means that at the street level it is at one level and the backyard is at a lower level and that is intended to minimize the amount of grading that is required for this site and would also make sure that the edge conditions where the new lots would meet the existing homes, that there won't be a huge difference there; basically they'd be at a similar grade at the property line and for quite a distance away from the property line. The grading also will preserve an existing rocky knoll that is on the property and there is a series of Conditions of Approval that provide for the protection of that existing feature.

The tract design also has a water quality basin and that's on the southwest corner of the site and that's to comply with current rules related to water quality. There is an existing easement that connects this property to Ironwood Avenue

ATTACHMENT 6

and that will be the location of the proposed sewer line and storm drain line that would first of all provide adequate drainage as well as the extension of sewer service to all the new lots.

There are no homes currently proposed for this site. Those would be part of a future… should the tract be approved; part of a future administrative review either as custom homes or as a subdivision model home complex depending on which way the property were developed.

As I said earlier, the area to the north and the west are existing subdivisions in the R2 Zone and the majority of those lots are of a similar size to those proposed for this subdivision. To the south are existing single family homes in the R1 Zone and to the east is vacant land and some additional existing homes in the R1 District. To the northeast is Hillside Residential and those properties are currently vacant but there is an approved custom home on one of those lots.

The project would gain access via Mountain Ranch Road to Vista De Cerros and the size of the subdivision in combination with the four other houses at the end of Mountain Ranch Road would be well under the maximum number of homes that are permitted with one access per the Fire Department standards. Up to 35 homes are allowed with one access point.

The walls and fences are conditioned to be compatible with the surroundings as far as height and material. A portion of this site is in the high fire zone; severity zone as much of the surrounding area and because of that any fencing shall be non-combustible material, so that would most likely be block wall but there may be some other materials that would fit that standard such as open fencing and then the rocky knoll; portions of that area are actually within proposed lots, but that area would be protected with the erection of view fencing that separate the protected area from the balance of the proposed lots.

The Environmental Review was done relative to aesthetics, biological resources, geology and hazards; primarily fire and as designed and conditioned, all of those issues have been adequately addressed so that they are to or at less than a significant level.

Public Notice of the project was provided to property owners within 300 feet of the site and in the local newspaper as well as posting on the site. In addition, the Applicant did a mailing of their own earlier. In combination between the developers notice and the City's notice, we received a total of 6 enquiries relative to the tract and they covered a number of issues. You have 2 letters that we provided for you. The other enquiries were by phone and I believe they adequately covered the various issues that were raised relative to views and traffic and there were concerns about sewer line extensions and that sort of thing.

With that, Staff recommends approval of a Resolution to recommend to the City Council approval of the project. With that, Staff is available for any questions you might have.

CHAIR MARZOEKI – Thank you, that was very thorough. I just have one question. We're just looking at a Zone Change, but it's already R2 in the General Plan, so there is no General Plan Amendment. Is that correct?

PLANNING OFFICIAL TERELL – That's correct

CHAIR MARZOEKI – Okay, do we have questions of Staff? No, so, what I will do is open up the Public Testimony portion of this item and call the Applicant forward. Please state your name and address for the record.

APPLICANT QOBORSI – Good evening. My name is Suhair Qoborsi. I'm with Foresight Engineering and we are representing the Applicants on this project and I'm here to introduce myself and will be available to answer any questions and also to express our agreement with the Conditions of Approval that the City has put on this project.

CHAIR MARZOEKI – Okay, thank you. Are there any questions of the Applicant? Okay, I've got a number of Speaker Slips here, so you can come back up and answer any concerns that the public does have after they are done speaking; okay?

APPLICANT QOBORSI – Alright

CHAIR MARZOEKI – The first one up is Vicki Patterson followed by Deanna Reeder.

SPEAKER PATTERSON – My name is Vicki Patterson. I live at 26268 Ironwood Avenue. My property is directly south of this backing up to what will be the retention basin and I've been in Moreno Valley since 1981, when we purchased the house we are currently in. It is a forever home and not a speculative home and I would like to maintain the lifestyle or the aesthetics. That's why we bought into this area. When we bought into this area, we thoroughly searched Moreno Valley; every back road and found this R1 and searched the existing zoning around us and decided this was not going to be a densely populated area and we were happy to move here. I'm strongly opposed to subdividing or changing the zoning. I would like to maintain the R1 as is the properties to the east of me and the south of me.

A couple of years ago we addressed the Planning Commission regarding the property to the south and at that time they stated that the lines to maintain R1 should be at the back of the properties on the eastern side of Vista de Cerros, so I'm hoping that they will remember that and stick with that. If they do not; if you

don't go with or if you should go ahead and approve the zoning of R2, I have several concerns… what type of fencing will be put between me and my property. During the construction, you are going to be coming all the down the east side of my property to do the sewer lines. Will that encroach into my property at all or impact into my landscaping or my fencing; what type of temporary fencing will be put there. On your map it says you have contacted my neighbor and have his permission, but no one has contacted us and again I'm not sure if it will impact and to what extent it will impact me. My utilities are on my neighbor's property; my water; some kind of electric box; my cable box, so what will be done to relocate those during the construction.

Also, there is only one way in and out of our little area down there. It's just a little dirt road and they will be putting the sewer line down the middle of that dirt road. How will they address us getting to and from our homes during that time? What type of lighting will be put in this tract? Will it be energy efficient; will it be low? I like having night light. I don't want a lot of lights and noise and stuff, so will you guys take that into consideration? You talked about the lots being at street level and at the back of the properties maintaining level with the current properties, but how much they be bringing in dirt and raising the grading and will that effect the runoff onto my property being that we're downhill from it.

The retention basin that we're going to be putting in, when I talked to Foresight Development, they told me that there would be no pumps or no noise generated from this. I'd like that on record that they have told me that and that there will only be someone going back there every couple of months for maintenance, so will that area be gated to dissuade vandalism? On that map, it shows that my fence encroaches into the property a little bit; my chain link fence and my chain link fence is built off of the existing property markers, so I kind of challenge the validity or would like to see that survey re-addressed, because there is a property marker in the ground at the corner of that fence.

What other services will be run through this easement? Is it strictly sewer; will there be gas, electric, cable or anything like that run through there that we should know about? Will we be forced to look up to the sewer system and at what cost to us? If we wanted to hook-up into the gas, would that be an option for us? How long is the estimated work going to last while they are tearing up my road? How long will be inconvenienced or my utilities be inconvenienced and the rock outcrop that they talked about; what will be done to ensure that that is not disturbed or you said that there would be fencing between there, but still, once a tract is in, people take down fencing and change, so what will you do to ensure that that is maintained?

Again, the report says that there is no big environmental impact. There will be. They just plowed the fields for weed abatement and there is broken eggshells all throughout the fields. I walk all the time. On a regular basis, we see raccoons, possums, road runners, skunks, snakes, variety of lizards. We have seen

bobcats and coyotes in the area; rabbits, squirrels, doves, falcons, hawks, owls, roadrunners, hummingbirds and various birds. I feed the birds every morning, so it will be an environmental impact, so I feel very strongly about changing the zoning in this area, so I hope that you guys will maintain it.

I do have neighbors to the east of me who area animal keeping and if the zoning is changed and the houses are changed, what will you do to say that they can still maintain their animals. Will these people have to sign some kind of waiver or be notified so that they know moving in, because so often you see people who say well they didn't know about the airport and then they complain, We want to maintain the animals you know, so something should be done up front so that they know that that's going on so that it doesn't impact my neighbors and their rights.

CHAIR MARZOEKI – Can you wrap it up?

SPEAKER PATTERSON – That's good.

COMMISSIONER GELLER – Could I ask her a question?

CHAIR MARZOEKI – Sure

COMMISSIONER GELLER – I've listened to everything you've said and it sounds to me like you don't want anything built there. Let me finish, there is a reason I'm saying it. The change of zone is only going to add four houses.

SPEAKER PATTERSON – Five

COMMISSIONER GELLER – Four or five; whatever…okay… Everything you've said has nothing to do with adding five houses. How are five houses going to do all those things on your list? If nine go in or fourteen go in, they are still going to put in the sewer and they still are going to do all those things that you talked about.

SPEAKER PATTERSON – There is going to be more traffic. That section of Ironwood is a very dangerous section of Ironwood. Are you guys going to put a traffic light in at the end of Vista de Cerros?

COMMISSIONER GELLER – Four houses is essentially no traffic. I mean…

SPEAKER PATTERSON – Five houses

COMMISSIONER GELLER – Five houses is essentially no impact on traffic. I'm just seeing if you had something specific.

SPEAKER PATTERSON – I think it is an impact on the traffic in the neighborhood. I think maintaining the density that exists in that area is how I feel.

COMMISSIONER GELLER – Okay

CHAIR MARZOEKI – Deanna Reeder followed by Susan Zeitz

SPEAKER REEDER – Hello my name is Deanna Reeder and I am not against change. I am not against development but when you hear people talk about Moreno Valley and Temecula, the reason Temecula gets the respect it gets is because every cotton-picking developer that wants to come in and make more money off of something, they don't let them do it. Here's our plan. You have to stick to our plan. That's why they get respect. The plan for this area is one house per acre. You need to stick to the plan. Everytime a developer wants to put houses so they can make more money, we need to address that. It's not acceptable. There is no reason whatsoever to put those in here except so that developer can make money. That is not the reason to make a decision. Thank you.

CHAIR MARZOEKI – Thank you. Susan Zeitz followed by David Zeitz.

SPEAKER SUSAN ZEITZ – Hi, I'm Susan Zeitz and I live at 26386 Ironwood Avenue. I'm opposed to changing the current R1 Zone to R2 on the Tentative Tract Map No. 32388. My three plus acre property is zoned R1 and shares the property line of the 9 ½ acres being proposed for the subdivision to the west. The properties to the northeast of us are also R1. Bordering us on the east is five plus acres of R1 and east of that are more R1 properties of one acre or larger. The three properties bordering the south property line are also R1. The properties to the southeast of those three properties are also R1. The undeveloped land south of these three south bordering properties was brought before the Council within the past three years requesting the same zone change R1 to R2. The vote was no. It was decided by the City Council to maintain the R1 zoning in keeping with the rural nature and R1 zoning of the neighboring properties to the north, south and the east.

That night it was said by the City Council that the line dividing R2 from R1 would be drawn at the east property lines of the homes zoned R2, which are located on the east side of Vista de Cerros. It was said there must be a line drawn in order to maintain the rural nature of the area. This line is the west property line of the Tentative Tract Map No. 32388, so according to the City Council this proposed change should be voted a resounding no. It would not be in keeping with the rural nature of our area. I know that those of us who bought large properties so specifically just for all the advantages that come from owning them; foremost no close neighbors and nature. I sent an email to the property representatives in reply to their notice regarding this tract map. In it I told them we have animals

and all that come with them; dust, flies, smell and so would want to have the largest buffer zone possible between the houses and our property. In addition, I told them for safety reasons, I wanted a six foot solid preferably block wall to separate our properties.

This would prevent accidents and damage in relationship to animal and humans or animal to animal encounters. We have horses. I wouldn't want a child to be able to reach through a fence and get bit. If the new property owners have dogs, I don't want them chasing our horses or animals back and forth along the fence line and barking at them. Horses will reach over a shorter fence and can lean on or damage less forcible fences. I also ask that there be a stipulation put in and I also asked them too, that a stipulation be put in that prevents the homeowners from planting Oleanders anywhere close to the property line or even on the property because they are deadly toxic to both humans and animals. I would like the stipulation put into the construction documents.

I also agree with her… there is a difference… you say there is not really a difference between 9 houses and 14. Yes, every house has an impact on the local area, the environment, the animals and also the lighting of the night sky, the animals… you know there is coyotes that come through there. There are bobcats that come through there. There are hawks that nest in the trees bordering our property on the east. All of these things… you the owls they hunt at night. All of these things are going to be affected. Yes it is all about change. Everything changes and nothing stays the same. Life is what happens when you are making changes, but trying to minimalize the impact that it is going to have on our environment; less innovative… you know they are doing innovative catch basins for rain water. I'm all for that; anything that is natural.

Let's get rid of the stupid street lights. We don't need them. All it does on Ironwood is it makes them go faster, so we don't really need a lot of street lights. We need to keep this area as rural as possible. There should be that dividing line that you guys said. Keep that area east of there rural. The properties all in that whole area are big. They don't need more homes that close to the rural area.

CHAIR MARZOEKI – Can you wrap it up?

SPEAKER SUSAN ZEITZ – Yup, I think so. And then, regarding the Oleanders…they do have things in certain areas where they do have livestock or animals, especially in Norco about the Oleanders, so those would be my… and especially too the property that meets ours in the southwest corner, that is going to be the most important one, the one that affects us the most. Thank you.

CHAIR MARZOEKI – Thank you. David Zeitz followed by Mike Ancheta.

SPEAKER DAVID ZEITZ – Hi my name is David Zeitz. I live at 26386 Ironwood Avenue. My wife spoke before you here. You know where my property lays. We do have large animals and small animals. One of my major concerns; what she stated that the I think it was the Planning Commission and not the City Council that stated that they needed to draw the line someplace and that's where they drew the line at that point. It would be hard for me to believe that within a half acre of the line they drew that they would change it again.

Also, with the changing from R1 to R2, will that eliminate property owners that live in that area to be able to have large animals on that property? Being R1, they can do that now. Being R2, would that eliminate that? Would that decrease the value of my property, because now nobody around me can have large animals? Again originally when we bought this property it was all R1. Many changes have come. I'm not against anybody buying a piece of property and improving it, but they bought this property knowing that it was R1 and they should plan accordingly when they buy it and not try to change it afterwards. It's typical of most people and I'm not against anybody trying to make money, but when they buy into something, they should know what they are getting into ahead of time and not trying to make changes. It's like marrying somebody and then wanting to change them. It never works and ends up in divorce or in a big fight.

Again I would like to emphasize on the Oleanders. They are very toxic to all animals and to children and I would like a stipulation that they would not be put in within the reach of the animals or on the property. There are other cities that have outlawed these plants and I would like to have that put in. As for the grading on the property; if anybody ever goes out and looks at the property, several years ago; probably decades, there were large ponds cut into that area. That is something that may want to be looked into and to the grading. The ponds still hold water at this time during the heavy rains, so I don't know if that was taken into consideration by the Planning Commission. Did they look at the property and know that they were there and how much they are going to have to cut. Parts of the large outcroppings were rocks that were removed from these ponds and moved, so that's another geological stipulation that they want to look into that they were put there and how stable will they be when they start moving earth from underneath them. Okay, that's it.

CHAIR MARZOEKI – Thank you. Mike Ancheta followed by Luis Aguayo

SPEAKER ANCHETA – It is the only thing I say you know It is good the progress you know, but why do you make up 14 houses instead of nine. That's it.

CHAIR MARZOEKI – Thank you. Okay, Luis… he's outside. We'll put him to the back. Okay, Keely Jones followed by Laura Smith

SPEAKER JONES – My name is Keely Jones and I live at 26360 Mountain Ranch Road. It's the last house. It's on the hill facing the project. I'm not against

the project I don't think. I would like to know why we didn't pay closer attention to the road coming off of Ironwood coming into the project where you have the easement. Noticing everything is coming off of this proposed street. I would call it a cul-de-sac sort of, coming into Mountain Ranch Road and then out to Vista de Cerros or Steeplechase. I think one of the residents has already mentioned something about this being a high fire area. It could be and these Lots 8, 9, 7; something could happen back there and at the simultaneously something out on Mountain Ranch Road could cause trouble. I think that it appears to me on the map that the developer set out… they're saying that there is a declaration of dedication coming up of off Ironwood. Could someone explain to me what that means? Is it a dedicated street or… I would like to know.

PLANNING OFFICIAL TERELL – I'm sorry; you're referring to the easement to the south?

SPEAKER JONES – Well the easement after the cul-de-sac there; you know there is an easement, but I'm talking about the road coming off of Ironwood that says and I can't see it there very well, but it says declaration of dedication per instrument I guess.

PLANNING OFFICIAL TERELL – Right, there is a cul-de-sac dedicated but not accepted by the City off of Ironwood and then there is a piece from the end of that cul-de-sac off of Ironwood with an easement and the easement is not for street purposes. The easement is only for utilities because it goes through two existing homes yards.

SPEAKER JONES – I understand that, but wouldn't you consider that to be a safety factor there for these people that are going to be buying these homes just beyond the mesa, just south of the mesa?

PLANNING OFFICIAL TERELL – I'm not sure what… The numbers of homes that are proposed here are well are under the number that is permitted on one access point.

SPEAKER JONES – Well I almost got a redundant… I called the City Hall and everybody is saying that but I've over there for 22 years and I'm retired now and that's all I have and I would like to see you know access to this project coming out from Ironwood.

PLANNING OFFICIAL TERELL – Okay, well I guess I understand your concern. We can address those with the other comments that we receive, but basically that would be impacting existing homeowners to the south and their existing yards and we can't require that. We can't require someone to put a street through somebody else's yard, but I understand your concern. It would be better. I understand that it would be better.

SPEAKER JONES – We could see if it's possible. I know that. Another is that thing we are on septic tanks. We are not being offered any kind of improvement on the north side, although I notice on the letter that people from the south side will have an option and how much of my view will be affected. We have a beautiful view and several of us on Mountain Ranch Road, we have a view that is worth fighting for and I'm here tonight. My concern is that these concerns that I brought up tonight are addressed. I will be for the project, but as it stands I am against it. Thank you.

CHAIR MARZOEKI – Thank you. Laura Smith followed by Edward Arbello

SPEAKER SMITH – It's Lona Smith. My name is Lona Smith and I live at 26320 Mountain Ranch Road. I can shed a little light on the ponds across the street. Our property is 3.2 acres and there is a cut ditch in our property that used to feed to those ponds across the street. One thing I wanted to bring up was a drainage issue that we have. We receive several hundred acres worth of rain water from Crystal Hill and that feeds into our property and ultimately into a gunite ditch behind two other properties and if you guys recall back when we did receive rain it created a problem that the City ended up having to work on Mountain Ranch Road because all of the drainage; all of the drain pipes were completely clogged and they spent months on it and I wanted to make sure that I was here to say that we don't claim any responsibility for any problems that arise to this proposed tract.

The other thing that I wanted to say was that in the map provided it doesn't show that Mountain Ranch is widened to the point of the eastern portion and currently it's a very narrow street where you can't drive two cars side by side if there are any cars parked on the street and this is kind of a safety issue. Currently our road is in disrepair. It's very steep. An additional four houses is going to cause additional runoff to the street with the pads and the final thing that I wanted to bring up is the lighting. We don't have a whole lot of lighting on Mountain Ranch. One of the things that they did suggest when I called the City was that the concern was that lighting be matched for the area when they add to it and I thought it was amusing because I just got something to vote on where I would vote yes or nay on the increase for the taxes in the area to keep the lights on as long as they are. I think it's an excellent time if you go forward with this to do something with solar lighting or alternate energy efficient lighting and that's pretty much all I had to say. Thanks.

CHAIR MARZOEKI – Okay thank you. Edward Arbello followed by Naji Doumit

PLANNING OFFICIAL TERELL – Oh, Naji is the Applicant, so…

CHAIR MARZOEKI – Oh, that's the Applicant… oh okay… then followed by Luis Aguayo. He's still outside? Do want to go get him.

SPEAKER ARBELLO – Good evening. My name is Ed Arbello. I live on Vista de Cerros on the west side. My concerns are the traffic that is going to take place during construction if this goes through. That's number one and when it does go through, if it does go through, the additional traffic that will be on that street… right now we have children that play on that street; a lot of skateboarders come in there and we do have people that speed up and down that street frequently and I think the impact of the traffic needs to be a concern and like I said there a lot of children in there and it's just a problem and another thing is that if it does go through, okay and I'm hoping it doesn't, because I like where I live and it's peaceful and it is rural. If it does go through, I would like the contractor to be responsible to put in a real low speed bump periodically up the street so that it will eliminate speeders and another item that I have is percolation in that area is terrible.

Every house on that street is having their… Well let me speak for myself. I have my tank pumped probably three times or four times a year because of the percolation and I do believe as I've been told that when these houses were being built in '85 there were a lot of inspectors passing things without really doing thorough checks. I know of three of my neighbors that already have had their tanks completely reinstalled and I would like to see, if this does go through the sewer system that is proposed to go up through my neighbor's property, be routed from Ironwood and up Vista des Cerros around into Mountain Ranch into the new project so that the people there have an opportunity to connect with the City sewer system because it's really a pain. We do conserve our water so it doesn't overflow the leech fields and I guess another thing that I really don't understand is being in a situation where we are short on water and we're being financially penalized if we use too much. Why are you adding more homes that are going to increase the water supply?

That's another concern and also again, the rezoning. Five homes, it just means more dollars in somebody's pocket. Those are my concerns as a resident there and I've spoken to my other neighbors that couldn't be here and they agree with me, so it's just not me and some of the ones that are here, there are more than us that couldn't make it. That's all I have to say. Thank you.

CHAIR MARZOEKI – Thank you. Did Luis make it in?

UNKNOWN SPEAKER – He had to leave

CHAIR MARZOEKI – Okay, does anybody else want to speak on this item? Okay, I'm going to call the Applicant back forward.

PLANNING OFFICIAL TERELL – Okay, before you do that, I'll try to address some of the questions that were more general and are more than what is conditioned as opposed to the proposal. One talked about the water quality area and that will be fenced, so there will be some protection there from potential

access from vandalism. And then about ensuring protection of the rock outcroppings… on the map it's identified as an area that is not to be disturbed and if we got applications for grading or for additions in the future if this approved, we would refer to those plans and we wouldn't approve any additional grading into those areas.

There was a statement saying that Temecula doesn't change its zoning. I'm pretty sure that's not true, but we do need to evaluate any change on it's merits and that's why this Planning Commission and City Council review these and make sure that the changes and the benefit of the community as a whole as well as not an imposition on the adjacent neighbors. So that's certainly a consideration that they do always make in those circumstances and the Applicant obviously is taking a risk. They don't have the right to change the zone but they have the right to request a change of zone. We have done restrictions and the CCNR's on some other projects to prohibit Oleanders and we could certainly do that. I'm not sure if the Applicant will have any problem with that but that has been done in other subdivisions that are adjacent to animal keeping areas.

There was a slope stability and rock stability study done for this project and it determined that the existing rock outcroppings was in fact stable enough to allow for grading around it. We talked about the easement already. That's an easement for utilities only. The Applicant can identify if there are any utilities beyond sewer and storm drain. The developer will be required to widen Mountain Ranch Road to full width, so that would be I believe 36 feet side, so that would be one lane way each direction plus parking on both sides and the subdivision will have curb and gutter and drainage inlets where water may currently be directed to the pond that is there, it would be directed through the street system into a storm drain and that storm drain would connect to the down stream area, so the water would be taken away from the site and not stored there. There was a question about speed bumps on Vista de Cerros. The City does have an existing program where neighborhoods can apply for… I think they're called speed humps and there is a criterion for that and we've been hesitant to require developers to do that in advance of review of a street in connection with the City-wide standard for street humps, but that could be applied for today. I don't know how long the waiting list is but there is a list for that. As far as re-routing the sewer line; the sewer line is placed within the easement that was identified many years for it. I'm not sure the feasibility or the ability to re-route that elsewhere based on the existing easements in place and with that I'll leave the rest of the questions for the Applicant to address.

CHAIR MARZOEKI – Thank you.

APPLICANT QOBORSI – Now you know why I didn't go into a lot of detail as Mr. Terrell has fully described the project and I wanted to get a chance to get all the questions and be able to answer them. With regards to and I'm going to go through the questions one by one as much as possible. The type of fencing the

City has already put in the Conditions of Approval says that it has to be non-combustible material. Due to the grading of the site, there is going to be significant amount of retaining walls where it is needed and within the criterion of the Municipal Code, so there will be retaining walls with block walls above them or other non-combustible material depending on how the design phase goes and this will be identified in more detail in the construction plans. Mrs. Patterson was asking about the sewer work which is on the south side of the property and how it's going to affect her landscaping or her fencing.

The easement for the utilities is right east of her property. Her fence might be impacted and temporary fencing will go into place to ensure the security of her property and then will be put back in place. Yes, the easement and the utilities will be on the neighbor's property. I guess she has some utilities on her neighbor's property and I guess during the design we will look and identify any utilities that are shown and work with that, but for now we are going to be running a sanitary sewer line and a storm drain line within that easement. We have contacted the property owner and he gave us a letter of intent to provide that easement for the utilities.

Dry utilities might go through it. We have not identified all… we are going to be contacting the different agencies for electrical, cable and gas and identify which route would be best for the project, so they may be coming through this easement; they may be coming through Mountain Ranch. She had a question regarding access during the sewer construction. Currently this is a dirt road that comes to these different residences and access will be maintained to these properties. If we had to re-grade around where the work area is, we will be doing that, but that definitely will be maintained. The duration of construction will be two to three months for that specific sewer and storm drain line. How will it affect drainage? Basically the design of this site was quite interesting. I'm the Civil Engineer who worked on it and given the nature of the terrain, we designed our grading and ensured first of all that all storm drainage on the property will be contained within the property. It will not overflow on any adjacent properties. Half of it will go down to the new local street within it and the other half will go to the rear of houses and then be contained within v-gutters and those v-gutters will go along the perimeter of the project wherever it is needed and all the storm flow will be directed to the water quality basin… not all of it; the first flash of rain. That's what the Water Quality Board requires us to treat basically from pollutants and that will go to the water quality basin and from there to a manhole that sends it south to new storm drain pipe.

The more frequent storms or flows will bypass the water quality basin, because we have already treated the first flash through the same manhole and through the same route, so in terms of drainage, it will be contained within the property and it will not affect adjacent houses and the flow; the drains that is coming to us, which is very small from the east will also be contained with a v-gutter that is

going to carry it to same outlet point. So we've taken a lot of consideration of drainage and took care of it thoroughly.

With regards to the water quality basin; yes, there will not be any pumps or noise. It is all based on gravity. That was a big condition that the City put on us where we had to dedicate this large area in order to treat pollutants and treat it in three different stages, where we have an aft bay and an fore bay and then a sand filter, so gravity flows throughout and it will be fenced with block walls and a gate and the noise that they will experience will be very infrequent; meaning the trash trucks that come every week will be more noisy than the maintenance needed for this water quality basin. It is just going to be maybe two or three times a year for trucks to come in through an access road within the new development to maintain the basin. Will they be forced to connect to the sewer? I don't believe so.

It's on the on whole a benefit for the community because we're going half a mile with a new sewer line which going to be quite an expense for the project and then we are going through the development all the way to north and maybe my letter in the Outreach Program that we did, did not describe that the sewer line is going to reach to Mountain Ranch and go east on Mountain Ranch in order to service Lots 10 through 13, so it will be available for the other houses in the area, but it is going to be their responsibility to apply to Eastern Municipal Water District and if they need to do any extensions of new pipes from their properties to the new manhole, then they would have to do it themselves, but once we're done building the sewer line, it will become the public agencies dedicated to EMWD and then they would have go to through the agency; the City and the EMWD for any further connections, but all in all this should be a great benefit to this area which is dependant on septic tanks and this developer is going through this big expense of extending the line all the way to this property from Ironwood to service the new homes and will definitely help the others connect later on.
The fence around the outcrop area is going to be in the conditions of approval; is going to be some kind of a metal wrought iron fence and the chances for an owner to just move it around, as Mr. Terell said, they will be applying and it will not be allowed. This outcrop area will be maintained. We are also going to be building a catchment wall that was recommended by the Geo-Tech, although their assessment was that the rock slide potential is very low and it is a stable area, but as a further precaution, there will be a catchment wall along two properties; 12 and 14 only and then there will be a metal fence all around that area to protect it from any further grading.

With regards to the comments by the property owners to the east, they have requested that the Oleanders be prohibited and we have no problem with that for it to be stipulated since it is a danger for their animals and we are okay with that. The wall they are requesting that there would be a wall between their property and the new development and as is for Lot No. 10, there will be a split level wall because of grading over there, so that has been met and if we need to, we can

go above that with a block wall, but as is, there is a six foot difference between their property and Lot 10. Lot 9 will more or less meet in grade at that point and we will be okay with building a block wall between Lot 9 and their property. Between the outcrop area and the east there will be also some kind of a wall built because of grade differentials.

Again a Geo-Tech was hired. Mr. David Zeitz commented on rock slide potential and safety. A Geo-Technical company was hired and did their assessment that it is stable enough and there is also a condition of approval where the City requires there is monitoring during construction to ensure stability. Again Mr. Keely Jones commented or talked about access from the south and again this not possible due to the properties south of the project and all what we're going to be getting is an easement for utilities. Yes, the sewer option or connection is available for the houses north of Mountain Ranch, but they are going to have to work with EMWD and the City in order to get the connection.

In terms of the view, obviously some partial loss of view might occur, although as is with the rock outcrops and the nature of the terrain out there, the view is obstructed by many features out there, but with the development, there will be some partial loss of view. And Ms. Lona Smith commented on drainage. Mountain Ranch Road is going to be developed to it's full width of 36 feet and it will be a crown street with curbs and gutters on both sides of street, so any drainage is going to be contained within Mountain Ranch and will be draining towards to the west, so we have no concerns regarding drainage coming through the new houses from the north or from the east.

Again we are designing v-gutters and we are containing drainage within the site and any drainage from off-site we are containing it from the east and from the other directions. We are not concerned about any drainage issues. Again access-wise, Mr. Terrell had mentioned the widening of Mountain Ranch and that it will be sufficient for one lane in each direction. Traffic concerns because of the zone change from R1 to R2; I really cannot see the big concern of adding five houses to the property and I think with that I have covered most of the questions. If you have any questions I'll be glad to answer them.

CHAIR MARZOEKI – Do we have any questions of the Applicant?

COMMISSIONER SALAS – That's an existing easement right? That's an existing easement?

APPLICANT QOBORSI – Which one?

COMMISSIONER SALAS – The sewer easement

APPLICANT QOBORSI– On the south?

COMMISSIONER SALAS – Yes

APPLICANT QOBORSI – No, there is a letter of intent from the owner of that property to provide that easement

COMMISSIONER SALAS – So in other words, you are working with one of the landowners to get the easement?

APPLICANT QOBORSI– Yes we have obtained that letter of intent and we will be processing that easement during the design phase.

COMMISSIONER SALAS – Okay

PLANNING OFFICIAL TERELL – Just to clarify; that easement is an existing easement for storm drain, so there is an existing easement there

COMMISSIONER SALAS – So there is an existing easement, but for storm drain, not for sewer. Is that correct?

PLANNING OFFICIAL TERELL – Right… the sewer would be an addition. I misspoke earlier. Clement had mentioned that the sewer really needs to go through that easement because this site is lower than Vista de Cerros, so it wouldn't be practical for the sewage to go uphill.

COMMISSIONER SALAS – It doesn't flow that way?

PLANNING OFFICIAL TERELL – No

COMMISSIONER SALAS – And the other thing is the south property line and I see it is a darkened area. Is that a block wall all the way or just part of it block wall or are you willing to put…

APPLICANT QOBORSI – Which area… along the south?

COMMISSIONER SALAS – Yes ma'am… Along the south that butts up to the R1 property

APPLICANT QOBORSI – The dark lines in here are because of the different features. Basically there is a v-gutter that goes along the inside or north of the property line and then underneath it there is a sewer storm drain pipe that picks up drainage from this inlet which picks up any drainage that comes to us from the east and this pipe goes underneath the v-gutter and comes to this manhole and routes the drainage out basically like a bike pass of any storm flow that comes to us. There will be some retaining walls built along this line, but it is not needed throughout because we are meeting grade at certain locations and we don't need retention. Beyond that, we might be building you know vinyl; there are these new

vinyl fences or block walls or whatever the Municipal Code allows us. We know now that it has to be a non-combustible material because of the fire hazards concerned, so we will be looking into what materials are out there, but basically in terms of walls; due to grading, it will be only within a certain length along the property line.

COMMISSIONER SALAS – Okay… personally I'd like to see a block wall there separating the R2 from the R1, but that is my opinion.

CHAIR MARZOEKI – Are there any other questions of the Applicant?

COMMISSIONER BAKER – What was the driving force in changing this from an ideal situation of R1 where we would put 9 lots in here; correct and we're going to 14. Is that just to provide more housing or is that what fits this plot. Because if we left 9 lots here, we wouldn't be going through this R1 to R2; is that correct or am I reading this wrong?

APPLICANT QOBORSI – Correct

COMMISSIONER BAKER – I mean why screw it up. That's my opinion, but I'm just thinking if it is R1 and I don't know what you guys agreed to earlier, but you know I understand picking up five more houses. It generates a little more cash, but you know I wondered what the driving force was to get five more houses in this plot. Is that what fits in there or makes more money or what is the deal?

APPLICANT QOBORSI – Obviously the developer would like to have a feasible project especially with all the requirements on this project for utility extensions and retaining walls and so the main thing is the developer would like a profitable project.

COMMISSIONER BAKER – Okay, so if you went with 9…

APPLICANT QOBORSI - I don't know if Naji has anything else to add but basically yes, and then in the General Plan, it is already an R2 Zone and west and north or it is R2 if I'm correct, so…

COMMISSIONER BAKER – I just wondered

APPLICANT QOBORIS – I hope I answered the question

COMMISSIONER BAKER – Okay

CHAIR MARZOEKI – Are there any other questions of the Applicant? Okay, seeing none, I'll close Public Testimony portion of this item and open it up for Commissioner Comments.

PLANNING OFFICIAL TERELL – Before you do that, a couple more items that may have been covered but I think there is some additional information that might help you in your deliberations. There was talk about the lighting. The lighting standard before this subdivision if approved would be the same as the standard subdivision lighting throughout town. I know on occasion, we have put a condition to further control the spillage of light and certainly that would be an appropriate condition to add to this subdivision should you want to. About hooking up to the sewer system; there is no requirement for anyone to hook up to the sewer system if their septic tank is maintained in good condition, so that would not be a requirement just because the sewer line is there.

There was a question about large animals and the R2 zone does not allow large animals, so just to clarify that this would not be an animal keeping area; just like the areas to the north and west do not allow large animals. There was some discussion on how the view would be affected. The two lots on the east end of Mountain Ranch Road that are proposed are roughly 40,000 square feet. That is the standard for the R1 zone, so any development on those lots we would anticipate any block of view would be the same and then to the west there are three lots and again those lots could easily comply with the R1 zone standard, so it's really hard to say whether there would be three additional houses or two there, but the addition of any homes would cause some blockage of view. And I talked about the sewer line, so that's it. Thanks.

CHAIR MARZOEKI – Thank you. Any Commissioner Comments?

COMMISSIONER GELLER – I guess I'll start. I certainly have no problem supporting an Oleander ban. I'll deal with a couple of things that I don't think have been dealt with. Somewhere in every part of the City there is a transition between animal keeping and non-animal keeping. I happen to live on animal keeping adjacent to non-animal keeping and it's been that way for three or four years and I'm not aware of any problems or complaints and it's too bad if they don't like it. I mean as long as the people on our side maintain the animals within the City's health and standards there is nothing the new houses can do and I'm not aware where there have been problems, but yes I live on a street that is adjacent to R5 and we are R1, so people do have animals right up to the block wall that separates the two properties and I'm not aware of ever being a problem that's not any different than other neighbors have.

Yes; the lighting has been addressed. The lighting is the lighting. I listened to everything that everybody said and let's talk about what let's say is five houses. I think from most perspectives, it's basically that's indistinguishable in terms of the total lot size and everything else; you'd barely see the difference. Everyone has this thing that oh they want to put in more houses. The fact is there is economic viability of every project. First of all on this project they are giving away a bunch of the land. The rock outcropping is unbuildable. It's a huge chunk of the land.

It's basically been given away, so actually the total density like I say is 1.5, which isn't a significant departure from R1.

Number two is the huge utility extensions are staggeringly expensive. If they ever succeed in building this project I don't think anyone is going to get rich from it. I mean the cost of all the infrastructure they are required to do is staggering. It's unbelievable. It's millions and millions of dollars. Five more lots make it being economically viable and not and so I've listened to everything that everybody said and I don't really… The complaints in general are all about any houses at all. I didn't hear anything that I thought was really a significant issue as to the zone change; why we should deny the zone change. I didn't hear anything that really the five houses are going to make any difference.

Everyone one of the things that have been said; I think that all the real concerns that people have, have been dealt with and there is always going to be somewhere there is going to be a transition from one zone to the other. R1 is not going to continue everywhere and like I say across the street in looking at the aerial map, which is really a good indication of how everything fits in, I just don't see it being incompatible, particularly with the huge amount of open space that they have to leave for the rock outcropping, so like I say with all of the issues that came up, I don't think any would be different whether they were building 9 houses or 14. There was nothing I heard that said wow these extra five houses are going to be all the difference. Anytime any houses are built street safety is an issue and that's what the Police are for.

Again, four or five any additional houses is not going to add to any traffic that is going to measurable. Five detached single-family houses is not going to add any measurable traffic and Mountain Ranch Road will be fully improved. That is not trivial; both in cost and the benefit to all the neighbors. That is not a trivial thing and that should resolve most of those traffic problems and if people are speeding down your streets, there are remedies… the City will… well maybe they will they have ways of dealing with speeding on any street, whether the houses are built or not. Like I say, I always have a tough time in removing R1. We'd like everyone to build large lot homes and it really would be nice, but both because of the extensive infrastructure required in this project and "b' just the overall cost of constructing one acre lots is unbelievable today. I mean, no one can afford a house that's on an acre anymore; really.

Other issues that no one brought up in either direction were the larger the lot, in a lot of ways is much more water consumption because you've got all this empty land and you've got to landscape it or do something with it. Actually smaller lot homes can reduce a lot of other issues and then the flooding will be resolved, so actually the downstream neighbors are going to be much better off than they are now when it's all done because they aren't going to have any more downstream flooding. The law is very clear. You can't add to anybody's downstream flow but here they are going to absorb it all. It is all going to be gone.

Right now, everything that goes on the property is allowed to drain into the downstream neighbors but they are going to retain all the water they generate, so actually the downstream neighbors are going to come much better if we ever do get heavy rains again. So I cannot; I just don't see any rational reason not to support this in its present form. I think they've jumped through the hoops and again we have to look at each project on it's own merits and I just don't see that this reduction in the zoning; you know particularly when we've heard people say oh you shouldn't change the General Plan and here we're not changing the General Plan, we're just changing the zoning. Sometimes we change the zoning and not the General Plan and sometimes the other way around. I just don't see that it is incompatible with this neighborhood in total. I just don't think anybody is going to be harmed. I don't think any of the existing homeowners are going to be harmed in any significant way if and when this project is ever built as approved.

As a matter fact, I think ultimately it will substantially help the people that are off of Mountain Ranch Road adjacent to the project because they'll have a fully improved street and again for the downstream neighbors they are going to have much better water flow and potentially access to sewers, which may or may not be significant at this moment, so I can't see any reason from what we've heard and the report not to approve it. Thank you.

CHAIR MARZOEKI – Thank you

COMMISSIONER SALAS – Yes I think Commissioner Geller made a good point, but he said co-existing between animals and non-animals and he said that the residents that are right up to the block wall and I agree with that. I think that should be a buffer between R1 and R2. It would help divide the property. I think that the block wall gives the R1 people a little more privacy; a little more to keep their R1 feeling. Not knowing what kind of fence is going to be put there, I think a block wall is almost a necessity there and yes they can co-exist but with a solid barrier there between the two, R1 and R2, I think that it would appease the R1 people a little but it would just help them out, so I agree with this project; we can do it, but I'd like to see a block wall there.

CHAIR MARZOEKI – Thank you

COMMISSIONER DE JONG – I'm actually going to offer a different viewpoint and although my voting record I think shows that I've been in favor of development many, many times, zone changes are certainly discretionary and I've really been weighing this heavily and the arguments that I've heard so far tonight are indeed true; compelling, but I don't think there is enough compelling reason in my mind to go ahead and change it. I think that it's reasonable expectation I think when people live in the area that their quality of life shouldn't be changed and addressed the way that I think that we've heard and although Foresight Engineering has done a diligent job, I think that the project would be in

my mind a better project if it was remaining at the nine houses and I will not support the zone change. Thank you.

COMMISSIONER BAKER - Yes I was just doing a little calculating here with that rock crop area. I mean really ideally to keep this an R1, all you could put in there if you keep in one acre as an R1, you can only put six or seven houses in this project the way it is set up. Is that correct? Because you've got 9.5 acres and it looks like you're taking about a sixth of it out with the rock crop out. I don't know what that acreage is, but you can't even put nine houses on that property and be a true R1 or am I looking at it wrong.

PLANNING OFFICIAL TERELL – Well I wouldn't call it wrong.

COMMISSIONER BAKER – Well it has to be an acre per lot right to be an R1?

PLANNING OFFICIAL TERELL – Yes but the rock outcropping can be within those lots, so the acre could include or a portion of the lot can be the outcropping. Really the existing lots… Commissioner Geller is correct also, because of the configuration of the rock outcroppings they can't achieve two units per acre; it's not possible, but if they were only allowed to achieve one unit per acre, they could still use the rock outcropping to cover a portion of that minimum lot size, so I have no doubt that they could easily put nine houses on this parcel or property and still meet the R1 standards.

COMMISSIONER BAKER – Okay and I still know the expense of this utility. I've done some of that work and I don't know what's going to be; several million dollars running that. That's a half mile there and if you spread that over less than the nine or even fourteen and I don't know what the charge is going to be even on the fourteen houses. It's going to be astronomical on that project. Personally myself, because none of the other areas on septic, I don't know how this thing is going to fly and somebody is going to be able to afford to buy a house in that tract with today's cost. I don't if anybody has done a cost study on what those utilities are going to be, but that's going to be astronomical even on fourteen lots.

COMMISSIONER GELLER – Yes, that's not really our…

COMMISSIONER BAKER – Yes, I know that, but that's something you've got to think about if we're getting to change that to an R2 and go through all those hoops and this thing isn't even going to work financially, why do it.

COMMISSIONER GELLER - Well it's not our job to determine whether it's financially feasible.

COMMISSIONER BAKER – But it's financially feasible, right…

PLANNING OFFICIAL TERELL – Finances as they say…

COMMISSIONER BAKER – Feasible, yes, let's put it that way. And that's out of our deal too; feasibility?

PLANNING OFFICIAL TERELL – Right and to make it feasible obviously they have to be able to develop the lots and sell them and in the nature of this development regardless of the zoning will result in the need for the houses to be very expensive in order to justify and really at the peak of the last boom we were seeing some very large houses being here built in town on acreages of half an acre and smaller and so it's a question if probably if it's feasible it's just when it's feasible and as Commissioner Geller said it's going to be feasible sooner with fourteen lots than nine, but again making it feasible is not the Planning Commission's job.

COMMISSIONER BAKER – I under stand that… okay

CHAIR MARZOEKI – Is that it?

COMMISSIONER BAKER – That's it

CHAIR MARZOEKI – Okay. Yes this is a difficult project because you listen to what the neighbors have to say about the project and then you listen to what the developer really has to say about the project or the engineer has to say about the project as well. I know that we can't take into consideration that it's economically feasible or anything like that, but staying an R1 is going to be very expensive and the homes will be very expensive. Working for an engineering firm myself, I understand all the stuff that goes on and the costs that are included in developing a tract this small; this infill project. It's very costly. I feel that it is compatible with the neighborhood. I agree with Commissioner Geller on that, that it is compatible. I see that there are some benefits to this as well. Yes you are getting five additional homes that you probably wouldn't get there but I see that you are going to get the improvements to Mountain Ranch Road; helps with your drainage issues that you are having right now; especially Mrs. Smith you have some drainage issues right now, so it should help with those drainage issues. It's just a very difficult thing to do to you know to change this, but the land use designation already in the General Plan is R2, so we're only changing the zoning and not the land use designation that was in the General Plan and I don't know why we had it in the General Plan as R2, but it was there.

PLANNING OFFICIAL TERELL – It's been R2 in the General Plan since the first City's General Plan in 1987, so it was not changed, it was just kept the same.

CHAIR MARZOEKI – Okay, so the R1 is then from the Riverside County days?

PLANNING OFFICIAL TERELL – No the R1 zoning was put in place in 1992, but the General Plan of R2 was put in place in 1987 and why there is a difference… It is not uncommon in places to wait until a development comes

forward in order to permit the zoning to change. That's certainly occurred in many places including here where there was a difference in the underlying land use from the zoning. Under the County probably I think they had a combining zone that was lower density that I think was called W2 or something like that and I'd have to check the map to see if that applied to this particular property, but it was a large lot similar to what was developed out there.

CHAIR MARZOEKI – Okay and I do agree with Commissioner Salas when you talk about the block wall along the south end. I think that's great to have that dividing line.

COMMISSIONER GELLER – The east end or the south side?

CHAIR MARZOEKI – I think it's the south side that actually abuts up to the R1 properties; yes…

PLANNING OFFICIAL TERELL – Yes, and that would include the east that the Applicant has already talked about. To the east there is only a portion of the east that would have a block wall because we wouldn't put a block wall over the rock outcroppings, but certainly outside that area, I think the Applicant has already agreed to that.

COMMISSIONER GELLER – Do you want to see if the Applicant is in agreement to putting a block wall on the south, because I think they are running out of materials anyway that are fire-resistant. I think they're choices are going to be limited.

CHAIR MARZOEKI – Right I can see that. Okay… well I can open up the Public Testimony portion and call the Applicant back forward. So is there a problem with having a block wall on the south end of this project?

APPLICANT KAVORSKY - No we are in agreement with that.

CHAIR MARZOEKI – Okay

PLANNING OFFICIAL TERELL – Yes, again I think that would be where the lots butt up to the adjacent… Alot of the south side of the property is the water quality basin. Are we looking at having a block wall there also?

COMMISSIONER SALAS – That whole property; I think it should be divided all the way down.

PLANNING OFFICIAL TERELL – Right, because they'll be a distance between the homes where the water quality basin exists.

COMMISSIONER SALAS – Are you talking about the little pie right there on the corner John?

PLANNING OFFICIAL TERELL – Correct

CHAIR MARZOEKI – And what are we proposing for that?

PLANNING OFFICIAL TERELL – Typically those are surrounded by wrought iron fencing. It doesn't include a block wall.

CHAIR MARZOEKI – Does it have to do with access?

PLANNING OFFICIAL TERELL – It generally has to do with visibility because if you put a block wall around it then it provides a place where people if they jump over the wall, it's kind of a hiding place, so we try to discourage solid walls around those and currently the standard has evolved. I know the Planning Commission had concerns about the appearance of them but the later ones are very attractive the way they are landscaped.

CHAIR MARZOEKI – Okay… I'm okay with that then

COMMISSIONER GELLER – Yes I think they have to use the metal because of visibility; it's too bit an area to have this private from a security standpoint.

CHAIR MARZOEKI – Yes, that's true.

COMMISSIONER SALAS – John, I'm looking at the map. Isn't there an existing house there or existing residence there?

PLANNING OFFICIAL TERELL – Yes there is.

COMMISSIONER SALAS – Yes there is there…I'm just saying, In other words, for anybody to hide; whether they have to go through her yard to jump that fence or else jump through that other fence over there…

PLANNING OFFICIAL TERELL – Or from the north…

COMMISSIONER GELLER – I don't see any reason that segment can't be block.

COMMISSIONER SALAS - Really I can't neither. I think it should be.

PLANNING OFFICIAL TERELL – I wasn't saying it couldn't, I was just trying to clarify you're request just so the Applicant was clear.

COMMISSIONER SALAS – I'd like to see the block wall all the way through myself.

APPLICANT QOBORSI– And we have no objection to that on the south side.

CHAIR MARZOEKI – Okay, but not on the water quality basin?

COMMISSIONER SALAS – No, on the water quality basin too

PLANNING OFFICIAL TERELL – My understanding is that the Applicant has agreed to the whole south side and what we would do is we would end up with open fencing on the north side.

CHAIR MARZOEKI – Okay...on the north side; okay. Okay, there were issues brought up about the lighting standards and none of the Commissioners brought that up so I would like to talk a little bit about that as well. We were looking at some green standards. Does the City have green standards for lighting?

PLANNING OFFICIAL TERELL – We don't have a standard but we have other subdivisions where land development… we do additional shielding on the lights. Again if was added as a condition of approval.

CHAIR MARZOEKI – Okay, because I think that is something that we need to talk about as well.

PLANNING OFFICIAL TERELL – I think there was some talk about using a different kind of energy

CHAIR MARZOEKI – Solar I guess, huh

PLANNING OFFICIAL TERELL – Solar or LED's or whatever

COMMISSIONER GELLER – The problem is the sun is not shining at night

PLANNING OFFICIAL TERELL – Yes I'm not aware of solar ones but LED's obviously are much more effective and right now there is not a policy on that either by Edison who would have these street lights or the City's utility, but they are looking into it right now so I'm sure that may well become the standard within a short period of time and this property would have to meet whatever standards are in place at the time of development.

CHAIR MARZOEKI – That's great. That's great, okay. I guess that's really all that I have to say about this. Did anybody else want to address anything else before we ask for a motion? No, okay, does somebody want to make a motion?

UNKNOWN SPEAKER – Can I ask a question?

CHAIR MARZOEKI – Okay, just this once. Just this once, come on up to the microphone and say your name and address for the record.

SPEAKER BRENDA ARBELLO – My name is Brenda Arbello and I live on Vista de Cerros, but you were talking about the cost of putting in all the improvements of sewers and that sort of thing and I understand that. What is the option of keeping it at one acre lots and having them put septic in? I mean that just reduces all of that sewer and you know that's a huge cost.

PLANNING OFFICIAL TERELL – I'd defer to the Applicant, but my understanding from what's been talked about is that the percolation is very poor because of the rocky soil, so even one acre lots under the current standards may not permit septic tanks. So we don't know the answer to that, but that's a good point. They're not required to have sewers with half acre lots either, but I think the idea is and they may want to answer this but based on the soil studies, sewers may be required either way and I wouldn't be surprised if that was the case.

SPEAKER BRENDA ARBELLO – All of us there are on septic

COMMISSIONER SALAS – Everybody there is on septic

PLANNING OFFICIAL TERELL – They are on septic currently; correct; yes

SPEAKER BRENDA ARBELLO- That's all

CHAIR MARZOEKI – Okay, thank you. So do we want to let the Applicant address that?

COMMISSIONER GELLER – That's not what is in front of us

CHAIR MARZOEKI – Okay, well then I'll close Public Testimony

PLANNING OFFICIAL TERELL – I think the idea is you can consider that obviously either under R2 or R1. The sewer system is not required so you're approval doesn't require a sewer system but the Applicant has determined that's what is necessary for this project if it's approved.

CHAIR MARZOEKI – Right, okay

COMMISSIONER GELLER – I'll make a motion. Okay and just so we're clear, I think the changes that we had agreed to in addition to the CCNR's to prohibit Oleander anywhere on the project and that the south side be covered by a block wall designed with the approval of the…

PLANNING OFFICIAL TERELL – And the east side…

COMMISSIONER GELLER – And the east side designed with the approval of the Community Development Director or whoever does those things.

PLANNING OFFICIAL TERELL – Yes that is done as part of the fence and wall plan

COMMISSIONER SALAS – Is the heighth…are we going to name a heighth?

COMMISSIONER GELLER – 6 foot is the standard …

COMMISSIONER SALAS – Is 6 feet the standard?

PLANNING OFFICIAL TERELL – 6 feet is the standard, yes

COMMISSIONER GELLER – Okay, is that it? I don't think we had agreed to any other…

PLANNING OFFICIAL TERELL – So the lighting you hadn't agreed to

CHAIR MARZOEKI – Yes we had discussed it but does anybody have anything to say about the lighting?

COMMISSIONER GELLER – I'll just say they put in new lights… I mean our street has new lights because they didn't have lights before. They disappear… I mean there is a pool of light and then it's dark on both sides and they don't have anything special. I mean these bulbs that they use beam down and that's the end of it. I mean it's amazing. You go between street light and street light and its dark and they are built according to the modern standard you know the eight widths apart and it is really dark. I mean the light just doesn't emit very far at all. As a matter of fact, you could be driving and you'll think the bulb is not on until drive under it, so I don't know if there is anything on the modern… These are the brand new light fixtures and I don't know if there is anything more could be done or should be done.

CHAIR MARZOEKI – Yes, except for the solar or the energy which will be part of this also if they change it.

COMMISSIONER SALAS – So, John if the City of Moreno Valley accepts the light efficient or LED or whatever; going green, will this tract be subject to compliance with that even if it's not built by that time?

PLANNING OFFICIAL TERELL – Yes if it's not built by the time the standard changes and I would anticipate that standard will probably change within the next year or so, they would have to meet that new standard.

CHAIR MARZOEKI – Yes okay

COMMISSIONER GELLER – Okay, so those are the only changes, so I make a motion that we **APPROVE** Resolution No. 2009-20, **RECOMMENDING** that the City Council:

1. **ADOPT** a Mitigated Negative Declaration for PA05-0069 Change of zone and PA005-0071 Tentative Tract Map No. 32388 in that, as designed and Conditioned as amended this project will not result in significant Environmental impacts,
2. **APPROVE** PA05-0069 Change of Zone based on the findings contained in the Resolution and as shown on the attachment included as Exhibit A of the Resolution; and,
3. **APPROVE** PA05-0071 Tentative Tract Map No. 32388 based on the findings contained in the Resolution and subject to the Conditions of Approval as amended attached as Exhibit B of the Resolution.

CHAIR MARZOEKI – We have a motion. Do we have a second?

COMMISSIONER SALAS – I'll second

CHAIR MARZOEKI – Is there any discussion? All those in favor?

Opposed – 1, Commissioner De Jong

Motion carries 4 – 1, with one Opposed, (Commissioner De Jong) and two absent (Vice Chair Riechers and Commissioner Dozier)

CHAIR MARZOEKI – Staff wrap up please

PLANNING OFFICIAL TERELL – Yes this recommendation will be forwarded to the City Council for final review and action and just for those in audience, there will be a separate notice that will come out to everyone within 300 feet for that Hearing, but we haven't scheduled it yet so I can't give you a specific date yet.

CHAIR MARZOEKI – Thank you. Good luck. Moving on to Item 800, Other Business

NEGATIVE DECLARATION

PROJECT TITLE AND FILE NUMBER: Tentative Tract Map No. 33288 (PA05-0071) and Cahnge of Zone (R1 to R2, PA05-0069)

PROJECT APPLICANT: Elie Abinader, John Klaeb and Naji Doumit

TELEPHONE NUMBER: (714) 542-1214, Suhair Qoborsi, Foresight Engineering (Representative)

PROJECT LOCATION: South side of Mountain Ranch Road at Northshore Drive

PROJECT DESCRIPTION: Tentative Tract Map No. 32388 proposes to subdivide approximately 9.5 acres into 14 lots for single-family residential development. The proposed project includes perimeter street improvements (Mountain Ranch Road) and off-site utility and infrastructure improvements (sewer and storm drain). Proposed residential lot sizes range from 20,000 square feet to 39,000 square feet. The proposed use and density are consistent with the existing Residential 2 General Plan land use designation and the proposed Residential 2 zoning district.

FINDING

The City of Moreno Valley has reviewed the above project in accordance with the City of Moreno Valley's Guidelines for the Implementation of the California Environmental Quality Act, and has determined that an Environmental Impact Report need not be prepared because:

[ ] The proposed project will not have a significant effect on the environment.

[X] Although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because mitigation measures described in the attached Initial Study and hereby made a part of this Negative Declaration have been added to the project. The Final Conditions of Approval contain the final form and content of all mitigation measures.

This determination is based upon an Initial Study. The project file, including the Initial Study and related documents is available for review during normal business hours (8:00 a.m. to 5:00 p.m. Monday through Friday) at the City of Moreno Valley, Community Development Department, Planning Division, 14177 Frederick Street, Moreno Valley, California 92553, Telephone (951) 413-3206.

PREPARED BY: Kathleen Dale
Associate Planner

DATE: June 5, 2009

NOTICE

The public is invited to comment on the Negative Declaration. The appropriateness and adoption of the Negative Declaration is considered at the time of project approval in light of comments received.

DATE ADOPTED:

BY: City Council

ATTACHMENT 7

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INITIAL STUDY/
ENVIRONMENTAL CHECKLIST FORM
CITY OF MORENO VALLEY

1.	Project Title:	Tentative Tract Map 32388 and Change of Zone from R1 to R2 Case Numbers PA05-0069 and PA05-0071
2.	Lead Agency Name and Address:	City of Moreno Valley 14177 Frederick Street Moreno Valley, CA 92553
3.	Contact Person and Phone Number:	Jeff Bradshaw, Associate Planner 951.413.3224
4.	Project Location:	On the south side of Mountain Ranch Road at Northshore Drive
5.	Project Sponsor's Name and Address:	Elie Abinader, John Klaeb and Naji Doumit 9634 Washburn Road Downey, CA 90241
6.	General Plan Designation:	Residential 2 (R2) – intended for suburban style single-family residential development in a rural atmosphere, at a maximum density of two dwelling units per acre
7.	Zoning:	Existing zoning is Residential 1 (R1 – maximum density of one dwelling unit per acre). The proposed project includes a change of zone to Residential 2 (R2, maximum two dwelling units per acre). The proposed zone change is consistent with the existing General Plan land use designation of R2.

8. Description of the Project:

Tentative Tract Map No. 32388 proposes to subdivide approximately 9.5 acres into 14 lots for single-family residential development. The proposed project includes perimeter street improvements (Mountain Ranch Road) and off-site utility and infrastructure improvements (sewer and storm drain). Proposed residential lot sizes range from 20,000 square feet to 39,000 square feet. The proposed use and density are consistent with the existing Residential 2 General Plan land use designation and the proposed Residential 2 zoning district. While the preliminary grading plan identifies driveway and pad configurations on each of the lots, at this time, the requested approval does not include architectural plans.

The site is vacant and is characterized by a locally prominent, rock-covered knoll. A series of basins were previously created on the site; the timing or purpose is not known. The proposed development plan preserves the knoll within portions of several of the residential lots that will be restricted to open space use.

The proposed development includes a lot in the southwest corner of the site for a water quality basin. A homeowners association will be required to provide for long-term management of the basin. If necessary, the association could also assume responsibilities for ongoing management of the preserved knoll and related fencing.

Off-site improvements will be located within an expanded easement across an adjoining residential parcel to the south (the applicant has obtained written consent from the affected owner), continuing in existing rights-of way. Work will occur within previously disturbed areas associated with existing homes and roads.

Figure 1 provides the proposed project layout.

9. Surrounding Land Uses and Setting:

Land use in the project area is a mix of residential subdivisions, and custom homes in hillside and rural settings. The surrounding properties are primarily designated for single-family residential uses at the R2 density. The hillside that rises to the northeast at the terminus of Mountain Ranch Road is designated for Hillside Residential uses.

The project site is bordered by Mountain Ranch Road on the north with established R2 subdivisions generally to the west and north. The area generally northeast of the site is characterized by custom hillside residential lots accessed by Mountain Ranch Road (two lots presently undeveloped) and Kalmia Avenue (all lots are developed). Land to the east and south is characterized by established rural residential development on lots ranging from approximately 0.6 acre to 5 acres in area.

Figure 2 provides a recent aerial photograph of the project site and vicinity.

10. Other public agencies whose approval is required (e.g. permits, financing approval, or participation agreement).

No known.

ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED:

The environmental factors checked below(■) would be potentially affected by this project, involving at least one impact that is a "Potentially Significant Impact" as indicated by the checklist on the following pages.

	Aesthetics		Hazards & Hazardous Materials		Public Services
	Agricultural Resources		Hydrology/Water Quality		Recreation
	Air Quality		Land Use/Planning		Transportation/Traffic
	Biological Resources		Mineral Resources		Utilities/Service Systems
	Cultural Resources		Noise		Mandatory Findings of Significance
	Geology/Soils		Population/Housing		

DETERMINATION: (To be completed by the Lead Agency)

On the basis of this initial evaluation:

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

Kathleen Dale Date

EVALUATION OF ENVIRONMENTAL IMPACTS

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g. the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g. the project will not expose sensitive receptors to pollutants, based on a project-specific screening analysis).

2) All answers must take account of the whole action involved, including off-site as well as on-site, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Potentially Significant Unless Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level (mitigation measures from Section 17, "Earlier Analysis," may be cross-referenced).

5) Earlier analysis may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063 (c) (3) (d). In this case, a brief discussion should identify the following:

   (a) Earlier Analysis Used. Identify and state where they are available for review.

   (b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.

   (c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g. general plans, zoning ordinances). Reference to a previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) This is only a suggested form, and lead agencies are free to use different formats; however, lead agencies should normally address the questions from this checklist that are relevant to a project's environmental effects in whatever format is selected.

9) The analysis of each issue should identify: (a) the significance criteria or threshold used to evaluate each question; and (b) the mitigation measure identified, if any, to reduce the impact to less than significance.

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
1. **AESTHETICS.** Would the project:				
a) Have a substantial adverse effect on a scenic vista?			X	
The project site is located at the base of the hills that define the north edge of the City. The General Plan Conservation Element (Figure 7-2) recognizes a view corridor projected across this area, providing views of the upper slopes of the hills. In this context, the project site is an infill location within the developed landscape at the base of the hills. As designed and conditioned, the project will not have a substantial adverse effect on designated scenic vistas. Limited views of the valley floor are enjoyed from the existing homes on the north side of Mountain Ranch Road. These views are interrupted by the on-site knoll and additional peaks in the area south of Ironwood Avenue. The vertical depth of the view is confined by the existing development to the south. Future construction of homes, and landscaping, will create additional features that can be expected to further interrupt existing views. In the context of the currently limited nature of views, the potential impact is considered less than significant.				
b) Substantially damage scenic resources, including, but not limited to trees, rock outcroppings, and historic buildings within a state scenic highway?			X	
There are no state scenic highways in the vicinity of the site. The project area is visible from State Route 60, which is designated as a scenic route in the City of Moreno Valley General Plan. As designed and conditioned, the project will blend into the surrounding developed landscape and will not substantially damage scenic resources visible from a scenic highway.				
c) Substantially degrade the existing visual character or quality of the site and its surroundings?			X	
The project site is characterized by a locally-prominent knoll. Due to the nature of surrounding topography and development, this feature is only visible to residents and visitors in the immediate vicinity. The project design preserves the knoll within open space features of Lots 9 through 14. The project conditions of approval require preservation easements and a uniform fencing plan to ensure protection of the visual character of this locally prominent natural feature.				
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area?			X	
The proposed project will introduce new street lights and various sources of light on the individual lots. Municipal Code requirements, including the shielding of lighting and restrictions on the intensity of exterior lighting, reduce the potential for substantial light and glare impacts on surrounding properties.				
2. **AGRICULTURE RESOURCES**: In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Department of Conservation as an optional model to use in assessing impacts on agriculture and farmland. Would the project?				
a) Convert Prime Farmland, Unique Farmland or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency to non-agricultural use?				X
The site is not identified as Prime Farmland, Unique Farmland or Farmland of Statewide Importance on the official farmland maps prepared pursuant to the California Department of Conservation Farmland Mapping and Monitoring Program (Riverside County Important Farmland 2006, published October 2008).				
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
The site is not currently in agricultural use, or under Williamson Act control. There is no existing surrounding zoning for agricultural use, and no surrounding sites are under Williamson Act contract.				
c) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use?				X
The site is surrounded by residential development. While historical photos indicate the level, western portion of the site may have been dry farmed in the past, the site is not currently under agricultural use and there are no known records of recent agricultural use. The proposed residential development does not present the potential for changes in the environment that would result in conversion of Farmland at this site or beyond the project limits.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
3. **AIR QUALITY:** Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations. Would the project:				
a) Conflict with or obstruct implementation of the applicable air quality plan?				X
The Air Quality Management Plan (AQMP) for the South Coast Air Basin sets forth a comprehensive program that will lead the air basin into compliance with all federal and state air quality standards. The AQMP control measures and related emission reduction estimates are based upon emissions projections for a future development scenario derived from land use, population, and employment characteristics defined in consultation with local governments. Accordingly, conformance with the AQMP for development projects is determined by demonstrating compliance with local land use plans and/or population projections. The proposed project is consistent with the existing General Plan land use designation and, on this basis, would not conflict with or obstruct implementation of the AQMP.				
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation.			X	
The proposed residential project will contribute emissions of criteria pollutants during both the construction and operation phases. Based upon the residential nature of the project, the limited scale of the project, and emissions control and reduction programs under the adopted AQMP, the proposed project does not present the potential to violate any air quality standard or contribute substantially to an existing or projected violation.				
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions which exceed quantitative thresholds for ozone precursors)?			X	
The South Coast Air Basin is in non-attainment status for ozone, carbon monoxide (CO), nitrogen dioxide (NO_2), and particulate matter (PM_{10}). CEQA Section 21100 (e) addresses evaluation of cumulative effects, allowing the use of approved land use documents in a cumulative impact analysis. CEQA Guidelines Section 15064 (h)(3) further stipulates that for an impact involving a resource that is addressed by an approved plan or mitigation program, the lead agency may determine that a project's incremental contribution is not cumulatively considerable if the project complies with the adopted plan or program. In addressing cumulative effects for air quality, the AQMP is the most appropriate document to use because the AQMP sets forth a comprehensive program that will lead the air basin, including the project area, into compliance with all federal and state air quality standards. The AQMP compliance program includes control measures and related emission reduction estimates based upon emissions projections for a future development scenario derived from land use, population, and employment characteristics defined in consultation with local governments. Since the proposed project is consistent with the existing Residential 2 land use designation under the City's General Plan and the project would not generate significant pollutant levels on an individual basis, it is appropriate to conclude that the proposed project would not result in a cumulatively considerable increase in criteria pollutant emissions for which the basin is in non-attainment status.				
d) Expose sensitive receptors to substantial pollutant concentrations?				X
The proposed residential project is not a source of substantial pollutants and there are no sources of substantial pollutants in the project vicinity that would exposure future residents to substantial pollutant concentrations.				
e) Create objectionable odors affecting a substantial number of people?				X
The proposed residential project does not present the opportunity for creation of objectionable odors affecting a substantial number of people.				
4. **BIOLOGICAL RESOURCES**. Would the project:				
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U. S. Fish and Wildlife Service?			X	
A biological resources survey consisting of a records search and site inspection was conducted by a qualified biologist (P & D Consultants March 18, 2008). The biologist characterized the project site as disturbed by grading and discing, with a level field in the west portion of the site and hilly terrain in the east portion of the site. Surveys also included off-site areas to be disturbed due to utility extensions. No sensitive or special status species were observed or detected in the course of the field survey. In light of observation of potentially suitable habitat for burrowing owl, a focused burrow survey was conducted in accordance with provisions of the Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP). No owl burrows, potential owl				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
burrows, direct observations of burrowing owls or signs of burrowing owls were observed in the course of the focused burrow survey. As required under the MSHCP, the project conditions of approval include a requirement for pre-construction surveys to confirm status of the species on the site immediately prior to grading.				
b) Have a substantially adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, regulations or by the California Department of Fish and Game or U. S. Wildlife Service?				X
Several man-made basins are present on the site. On the basis of observations of plant species, soils and hydrology, the project biologist determined that the basins are not subject to regulation under applicable state and federal regulatory programs, nor are they subject to Western Riverside County Multiple Species Habitat Conservation Plan (MSHCP) policies directed at protection of riverine and riparian resources. The project biologist did not identify any sensitive natural communities on the site.				
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water Act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?				X
There are no wetland resources on the site.				
d) Interfere substantially with the movement of any resident or migratory fish or wildlife species or with established native resident migratory wildlife corridors, or impede the use of native wildlife nursery sites?				X
There is no evidence that the site supports these habitat resources.				
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	
The project site is removed from the hillsides and the San Jacinto Wildlife Preserve areas that are the focus of local biological resources preservation programs. The few pepper trees that are on the site will be replaced many times over by the street trees that will be required in accordance with City regulations, as monitored through established plan check and inspection procedures. Further tree plantings are also reasonably expected in conjunction with landscaping of future homes on the proposed lots.				
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Conservation Community Plan, other approved local, regional, or state habitat conservation plan?				X
The project site is within the plan area for the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). The project site is outside the plan Criteria Area, does not support riparian resources, and is not within the special survey areas designated under the plan for narrow endemic plants, small mammals, or amphibians. Project surveys included a habitat assessment and burrow surveys for burrowing owl; conformance to MSHCP provisions for burrowing owl is addressed under item 4a, above. Standard City conditions of approval provide for collection of MSHCP fees prior to issuance of building permits. These fees provide for general support of MSHCP conservation and management programs. The project site is also within the plan area for the Stephens' Kangaroo Rat Habitat Conservation Plan. Plan implementation is at a stage where all reserve lands have been acquired. Project obligations under this plan are now limited to a simple fee payment that funds long-term reserve management. Payment of SKR fees is a standard City condition of approval and must be complied with prior to issuance of grading permits.				
5. **CULTURAL RESOURCES.** Would the project:				
a) Cause a substantial adverse change in the significance of a historical resource as defined in Section 15064.5?				X
b) Cause a substantial adverse change in the significance of archaeological resources pursuant to Section 15064.5?				X
(a and b) The project site is within an area that is identified as potentially sensitive for prehistoric archaeological resources (Reche Hills Complex as identified on General Plan EIR Figure 5.10-2). In accordance with General Plan EIR Mitigation Measure C1, a cultural resources survey consisting of a records search and site inspection was conducted by a qualified archaeologist (Michael Brandman Associates, March 18, 2008). No pre-historic, historic, or Native American sites or isolated finds were identified on the project site (including disturbance areas for associated utility improvements). Survey efforts also included an inquiry to the Native American Heritage Commission and direct notification to eleven tribal entities. There were no responses from any tribal representatives.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?				X
The project site is not within an area identified as potentially sensitive for paleontological resources (General Plan EIR Figure 5.10-3).				
d) Disturb any human remains, including those interred outside of formal cemeteries?				X
There is no reasonable basis to suspect that project activities will disturb human remains.				
6. **GEOLOGY AND SOILS.** Would the project:				
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury or death involving:				
(i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.				X
According to geotechnical information developed as part of the City's General Plan, the project site is not on, or close to, any known earthquake fault. The project-specific geotechnical investigation (Quartech Consultants, February 14, 2005) did not reveal any new information that would indicate the existence of a fault or fault trace in proximity of the site. Accordingly, there is no risk of ground rupture due to faulting at the proposed project site.				
(ii) Strong seismic ground shaking?			X	
The project site is within a region that is susceptible to strong seismic ground shaking The nearest known fault is the San Jacinto fault system, which is located about 2 miles to the northeast. The San Andreas fault system is located approximately 12 miles to the northeast of the site, and the Elsinore fault zone is located approximately 22 miles to the southwest of the site. Standard building code regulations require investigation of ground shaking hazards and incorporation of known engineering practices in project design to address any ground shaking hazards identified in the investigation. Established City procedures for plan check, permit issuance, and building inspection ensure incorporation of engineering recommendations in project design and construction.				
(iii) Seismic-related ground failure, including liquefaction?			X	
While ground-shaking intensity could possibly be moderately-high, water table and soil conditions that would also contribute to seismic-related failure are not present in the project area.				
(iv) Landslides?				X
Environmental conditions presenting the potential for landslide hazard are absent at the project site.				
(b) Result in substantial soil erosion or the loss of topsoil?			X	
In the construction phase, exposed soils on the project site may be prone to erosion as a result of exposure to both wind and rain. Established regulatory programs of the South Coast Air Quality Management District (SCAQMD) and the California Regional Water Quality Control Board (RWQCB) require implementation of known best management practices during construction. The Stormwater Pollution Prevention Plan required for compliance with RWQCB regulations details the applicable measures, the location of application, the timing of application, and responsibility for monitoring and maintenance of erosion control measures. Established City programs for grading permit issuance and construction inspection ensure that the erosion control plans are implemented during construction and that erosion impacts during project construction are less than significant. Once completed, the buildings, paving, landscaping, and water quality basin that will occupy the site will establish a condition presenting negligible potential for soil erosion.				
(c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
According to geotechnical information developed as part of the City's General Plan, the project site is not known to be exposed to any unstable geologic or soil conditions. The site-specific analysis included evaluation of stability of exposed rocks on natural slopes to remain above proposed residential pads. The geologist's opinion is that the rocks on these natural slopes are stable, with a further recommendation for construction of a debris catchment wall adjacent to Lots 12 and 14 (Quartech Consultants letter dated January 21, 2009). The recommended wall is identified on the preliminary grading plan. Established City procedures for plan check, permit issuance, and building inspection ensure incorporation of engineering recommendations in project design and construction.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
(d) Be located on expansive soil, as defined in Table 18-a-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
The project site is not known to support expansive soils. As provided for in the conditions of approval, the applicant must provide a soils and geologic report to City Public Works Department prior to issuance of grading permits. In the unanticipated event the report identifies expansive soils, known engineering design practices will be recommended to alleviate the potential for substantial risks to life or property. Established City plan check and permit procedures provide for incorporation of engineering recommendations in project design and construction.				
(e) Have soils incapable of adequately supporting the use of septic tanks or alternative waste water disposal systems where sewers are not available for the disposal of waste water?				X
The proposed project will be served by the regional sewer system operated by Eastern Municipal Water District. The proposed project will not be introducing septic tanks or alternative water disposal systems.				
7. **HAZARDS AND HAZARDOUS MATERIALS.** Would the project?				
a) Create a significant hazard to the public or the environment through the routine transport, use or disposal of hazardous materials?				X
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the likely release of hazardous materials into the environment?				X
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an exiting or proposed school?				X
(a through c) The proposed residential uses will not involve the routine transport, use or disposal of hazardous materials.				
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result would it create a significant hazard to the public or the environment?				X
The project is not located on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5.				
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?				X
The site is not within an airport land use plan or within two miles of a public airport or a public use airport.				
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
There are no private airstrips in the project area.				
g) Impair implementation of, or physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
The proposed project would not have any direct effect on an adopted emergency response plan or emergency evacuation plan. The City's project review process includes routing of project plans to City Fire and Police representatives for consideration of emergency access requirements before development proposals are presented for decision-making body consideration. Access and circulation aspects of the proposed project design meet City standards for required emergency vehicle access and emergency egress of residents. Established City procedures for plan check, permit issuance, and construction inspection, ensure project implementation is consistent with the approved design.				
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?		X		
The project is within a Very High Fire Hazard Severity Zone as designated under the fire hazard mapping program by the California Department of Forestry and Fire Prevention. The project conditions of approval require designation of detailed fuel modification zones on the record map and also require sprinkler systems in each house and preparation and approval of a detailed fuel modification plan prior to map recordation. City procedures for plan check, permit issuance, construction inspection, and ongoing fire prevention inspections, provide an established mechanism to oversee implementation of required sprinkler systems and fuel modification measures.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
8. **HYDROLOGY AND WATER QUALITY**. Would the project:				
a) Violate any water quality standards or waste discharge requirements?			X	
Both project construction and operation are subject to established regulatory programs directed at avoiding violations of water quality standards and waste discharge requirements. Project construction activities are subject to implementation of known best management practices (BMPs) as detailed in the required Storm Water Pollution Prevention Plan (SWPPP). The SWPPP details the applicable measures, the location and timing of application, and responsibility for monitoring and maintenance. Established City programs for grading permit issuance and construction inspection ensure that the SWPPP BMPs are implemented during construction and that erosion impacts during project construction are less than significant. For the operation phase, compliance with water quality standards is addressed through the water quality control basin and other source control features incorporated in project design. Established City programs for plan check, permit issuance and construction inspection ensure that water quality features are implemented in accordance with the approved design. Project conditions of approval and established City programs provide for ongoing maintenance of water quality features.				
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	
Eastern Municipal Water District (EMWD) would provide water to the proposed project. EMWD sources of supply consist of a combination of local groundwater resources and imported surface water. Existing water supplies are adequate to serve the proposed project. Although the project would cover a majority of the site with impervious surfaces, landscaped areas and water quality basins will provide a means for continued groundwater recharge.				
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			X	
Project design incorporates features to collect site runoff and moderate discharges into the downstream storm drain system (Foresight Engineering, January 20, 2009). The project will not alter site discharges in a manner that would result in substantial erosion or siltation on- or off-site. Project conditions of approval and established City procedures for plan check, permit issuance, and construction inspection ensure that improvements are implemented in accordance with the approved design.				
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or surface runoff in a manner which would result in flooding on- or off site?			X	
Project design incorporates features to collect site runoff and moderate discharges into the downstream storm drain system (Foresight Engineering, January 20, 2009). The project will not alter site discharges in a manner that would result in flooding on or off the site. Project conditions of approval and established City procedures for plan check, permit issuance, and construction inspection ensure that improvements are implemented in accordance with the approved design.				
e) Create or contribute runoff which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			X	
Project design incorporates on-site features to collect site runoff and moderate discharges into the downstream storm drain system (Foresight Engineering, January 20, 2009). The increased rate and amount of site runoff in the developed condition will not exceed the capacity of downstream storm drain systems. As with any urban project, site runoff can be expected to contain minor amounts of pollutants (including pesticides, fertilizers and motor oil). As noted under item 8.a, above, project design incorporates source control and treatment features to control the quality of site runoff in accordance with established State and regional programs.				
f) Otherwise substantially degrade water quality?			X	
Established programs to protect water quality are discussed above under items 6.b and 8.a. The project location and proposed residential use do not present the potential for conditions that would otherwise substantially degrade water quality.				

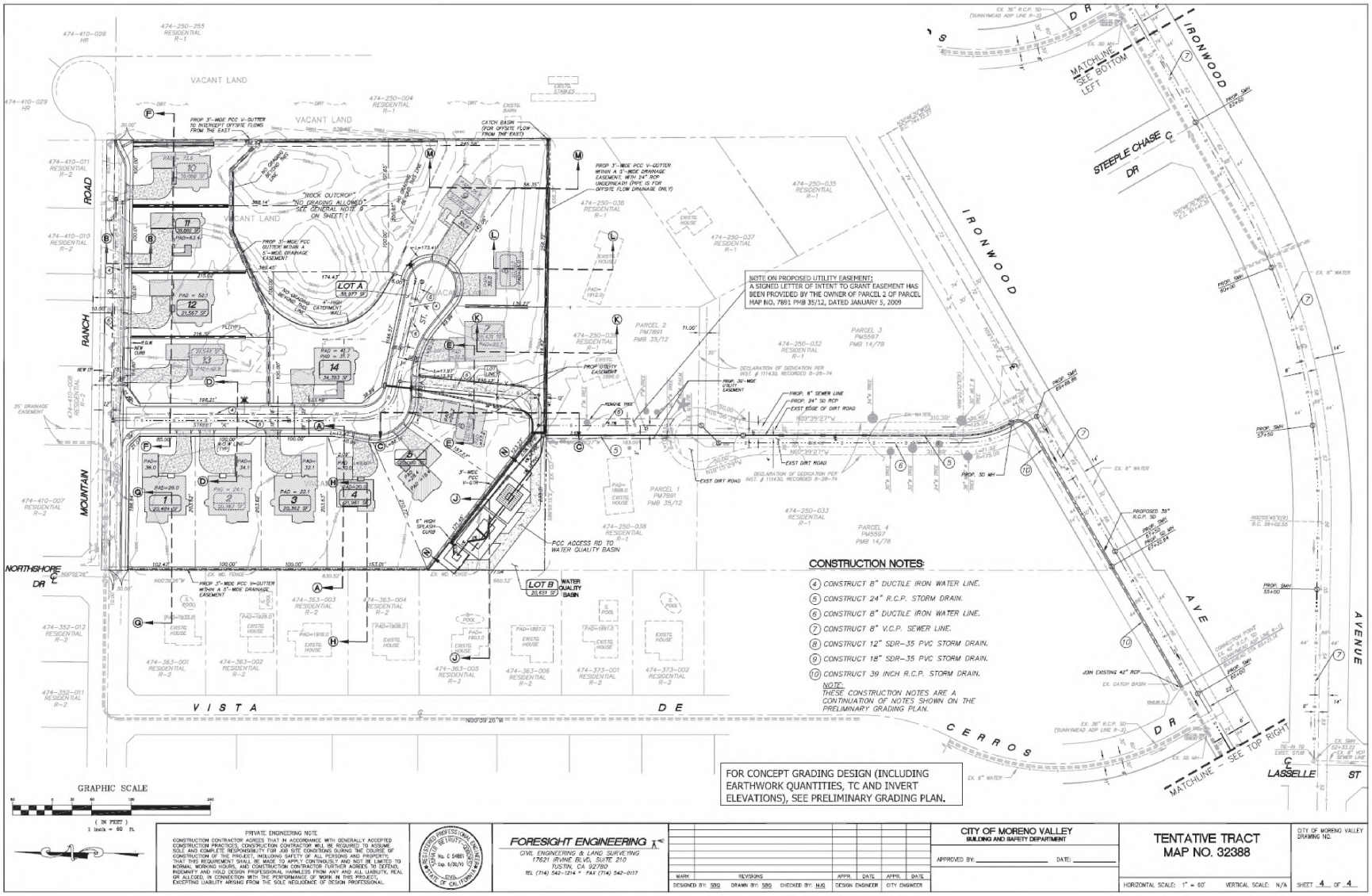
Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
g) Place housing within a 100-year floodplain, as mapped on a federal Flood Hazard Boundary or Flood Insurance Rate Map or other flood hazard delineation map?				X
The project site is not within the 100-year floodplain (Flood Insurance Rate Map Panel 065074 0010B).				
h) Place within a 100-year flood hazard area structures which would impede or redirect flood flows?				X
The project site is not within the 100-year floodplain (Flood Insurance Rate Map Panel 065074 0010B).				
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?				X
The project site is not within the 100-year floodplain (Flood Insurance Rate Map Panel 065074 0010B). There are no sources of potential flooding in the project area that present the potential for impacts upon the proposed residential development. The proposed project does not include any sources of flooding that present the potential for impacts upon downstream properties.				
j) Inundation by seiche, tsunami, or mudflow?				X
The environmental factors presenting the risk of these hazards are not present in the project vicinity.				
9. **LAND USE AND PLANNING.** Would the project:				
a) Physically divide an established community?				X
The proposed project will establish residential uses of a type and intensity consistent with the existing General Plan land use designation and proposed zoning. The layout of the proposed tract respects the location and access of adjoining development. The location and nature of the proposed project do not present the potential to divide an established community.				
b) Conflict with an applicable land use plan, policy or regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?				X
The proposed tentative tract map is consistent with the existing General Plan land use designation of R2 and the proposed R2 zoning district. As designed and conditioned, the project will not conflict with the General Plan or other City land use policy.				
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?				X
The project site is within the plan area for the Western Riverside Multiple Species Habitat Conservation Plan (MSHCP). The project site is outside the plan Criteria Area, does not support riparian resources, and is not within the special survey areas designated under the plan for narrow endemic plants, small mammals, or amphibians. Project surveys included a habitat assessment and burrow surveys for burrowing owl; conformance to MSHCP provisions for burrowing owl is addressed under item 4a, above. Standard City conditions of approval provide for collection of MSHCP fees prior to issuance of building permits. These fees provide for general support of MSHCP conservation and management programs. The project site is also within the plan area for the Stephens' Kangaroo Rat Habitat Conservation Plan. Plan implementation is at a stage where all reserve lands have been acquired. Project obligations under this plan are now limited to a simple fee payment that funds long-term reserve management. Payment of SKR fees is a standard City condition of approval and must be complied with prior to issuance of grading permits.				
10. **MINERAL RESOURCES.** Would the project:				
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally-important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X
(a and b) There are no designated mineral resources, active mines, or active mineral recovery programs at the site or in the surrounding area.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
11. **NOISE.** Would the project result in:				
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantially temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
(a through d) The nature of the proposed single-family residential use does not present the potential for substantial permanent increases in noise levels or groundborne vibration. During construction, there will be additional noise from construction activities. Construction activity causing noise that constitutes a "nuisance" is prohibited between the hours of 7:00 AM and 8:00 PM (City Municipal Code Section 11.80.030.D.7). For the operation phase, there are no sources of noise in the project area that would expose future residents to excessive noise levels.				
e) For a project located within an airport land use plan, or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?				X
The project is not located within the area of an adopted airport land use plan, or within two miles of a public airport or public use airport.				
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X
There is no private airstrip within the vicinity of the site, or within the City of Moreno Valley.				
12. **POPULATION AND HOUSING.** Would the project:				
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)?			X	
The proposed 14-lot single-family residential project is at a density consistent with the adopted General Plan.				
b) Displace substantial numbers of existing housing, necessitating the construction of replacement housing elsewhere?				X
There is no existing residential use on the subject site.				
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X
There is no existing residential use on the subject site.				
13. **PUBLIC SERVICES**. Would the project result in substantial adverse physical impacts associated with the provision of new or physically altered government facilities, need for new or physically altered government facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection?			X	
b) Police protection?			X	
c) Schools?			X	
d) Parks?			X	
e) Other public facilities?			X	
(a through e) The various city departments and responsible outside agencies have participated in the project review process and have determined that the proposed project will not result in substantial adverse physical impacts associated with the provision of public services for the site. Standard conditions of approval include City Development Impact Fees and Moreno Valley Unified School District (MVUSD) fees to address individual and cumulative impacts of development upon public services. Established City and MVUSD plan check and permit issuance procedures ensure payment of fees prior to issuance of building permits.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
14. **RECREATION.**				
a) Would the project increase the use of existing neighborhood or regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?			X	
The project would most likely increase the use of parks. The impact of this project on parks is anticipated to be minimal. This project will be subject to development impact fees, which shall address the impact of the proposed 14-lot subdivision to recreational facilities.				
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment?			X	
This project will be subject to development impact fees, which will address the impact of the proposed 14-lot subdivision to recreational facilities. The project site is within an area identified for future parkland acquisitions (General Plan Figure 4-2). City Parks and Community Services staff were involved in the review of this project and recommended only standard requirements for payment of impact fees and participation in the established City-wide assessment district (Zone A) for park development, operation and maintenance.				
15. **TRANSPORTATION/TRAFFIC.** Would the project:				
a) Cause an increase in the traffic which is substantial in relation to the existing traffic load and capacity of the street system (i.e., result in a substantial increase in either the number of vehicle trips, the volume to capacity ratio on roads, or congestion at intersections)?			X	
b) Exceed, either individually or cumulatively, a level of service standard established by the county congestion management agency for designated roads or highways?				X
(a and b) The proposed project is consistent with the anticipated type and density of development under the existing General Plan land use designation. Recognizing the existing transportation network, project improvements, and the scale of the project, the City Traffic Engineering Division determined in the course of the preliminary project review process that the project would not result in an increase in traffic load that would exceed the capacity of the street system. Project conditions of approval and established City procedures for plan check, permit issuance, and construction inspection ensure that required street improvements are implemented in accordance with the approved design.				
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?				X
The proposed project would have no direct or indirect effect on air traffic patterns.				
d) Substantially increase hazards to a design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g. farm equipment)?				X
The proposed project will establish a new local cul-de-sac intersecting with Mountain Ranch Road and will complete improvements on the south side of Mountain Ranch Road. The proposed circulation system design has been evaluated and approved by City Transportation Engineering staff. There are no incompatible uses that present the potential for hazards in this regard.				
e) Result in inadequate emergency access?				X
The project as designed and conditioned is consistent with City standards. The site will be readily accessible for emergency access.				
f) Result in inadequate parking capacity?				X
The project as designed provides for off-street parking in accordance with City standards. Project conditions of approval and established City procedures for plan check, permit issuance, and construction inspection ensure that required improvements are implemented in accordance with the approved design.				
g) Conflict with adopted policies or programs supporting alternative transportation (e.g., bus turnouts, bicycle racks)?				X
There is no conflict with adopted policies or programs supporting alternative transportation.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
16. **UTILITIES AND SERVICE SYSTEMS.** Would the project:				
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?				X
Eastern Municipal Water District has been advised of the proposed project and has not provided any indication of inadequate treatment capacity at the Moreno Valley Water Reclamation Facility.				
b) Require or result in construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?				X
Eastern Municipal Water District has been advised of the proposed project and has not provided any indication of inadequate water or wastewater treatment capacity.				
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
Project design incorporates features to collect site runoff and moderate discharges into the downstream storm drain system (Foresight Engineering, January 20, 2009). Impact analysis for this project has considered these off-site improvements and has not identified any potentially significant environmental effects.				
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?				X
The water purveyor, Eastern Municipal Water District (EMWD), prepared an Urban Water Master Plan demonstrating that it has or will have sufficient water supplies available to serve development on the property consistent with the existing General Plan land use designation. EMWD has been advised of the proposed project and has not provided any indication of inadequate water supplies.				
e) Result in a determination by the wastewater treatment provider which serves or may serve the project determined that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?				X
The wastewater treatment provider, Eastern Municipal Water District, has been advised of the proposed project and has not provided any indication of inadequate wastewater treatment capacity.				
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?				X
The limited scale and residential nature of the project present negligible potential for generation of substantial volumes of solid waste. The project will be served by a landfill in the Badlands with sufficient permitted capacity to accommodate the project's solid waste disposal needs (Draft EIR for the General Plan Update).				
g) Comply with federal, state, and local statues and regulations related to solid waste?				X
The limited scale and residential nature of the project do not present circumstances that would conflict with federal, state, and local statues and regulations related to solid waste. Waste collection services in the City of Moreno Valley incorporate waste reduction provisions directed at compliance with State waste stream diversion regulations.				
17. **MANDATORY FINDINGS OF SIGNIFICANCE.**				
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of an endangered, rare or threatened plant or animal, or eliminate important examples of the major periods of California history or prehistory?			X	
The project is a residential development at a density consistent with the existing General Plan land use designation. The project site does not support sensitive environmental resources that present the potential to substantially degrade the environment. The nature and scale of the proposed project do not present the potential to substantially degrade the environmental setting for existing development in the project vicinity. The project as conditioned is consistent with provisions of the Western Riverside County Multiple Species Habitat Conservation Plan and the Stephens' Kangaroo Rat Habitat Conservation Plan. The project site does not contain important archaeological or historical resources.				

Issues and Supporting Information	Potentially Significant Impact	Less than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
b) Does the project have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of the past projects, the effects of other current projects, and the effects of probable future projects)?			X	
The project is a residential development of limited scale at a density consistent with the existing General Plan land use designation. The proposed project will not disturb sensitive resources, will not exceed the capacity of service systems, and is consistent with applicable local, regional and State environmental programs and regulations. The issue of a project's contribution of greenhouse gases and the connection to global warming has become a controversial aspect of the CEQA documentation process. Recognizing the limited project scale and resultant criteria air pollutant project emissions below applicable South Coast Air Quality Management District significance thresholds, the proposed project would not represent a cumulatively considerable contribution to pollutant emissions contributing to this phenomenon.				
c) Does the project have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly?			X	
The project consists of residential development at an infill location. The nature of the proposed project does not present the potential for substantial adverse effects on human beings. Potential impacts of the project setting upon future residents, specifically location within a high fire hazard severity zone, have also been considered. As conditioned to incorporate fire attenuation measures in design of future residences and to develop and implement a fuel modification program, the proposed project would not expose local residents to substantial adverse effects in this regard.				



City of Moreno Valley
Initial Study for PA05-0069 and 0071
Figure 1 – Project Layout

PA05-0069 and 0071

Project Vicinity

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

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

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MORENO VALLEY
WHERE DREAMS SOAR

City of Moreno Valley
Initial Study for PA05-0069 and 0071
Figure 2 – Aerial Photograph

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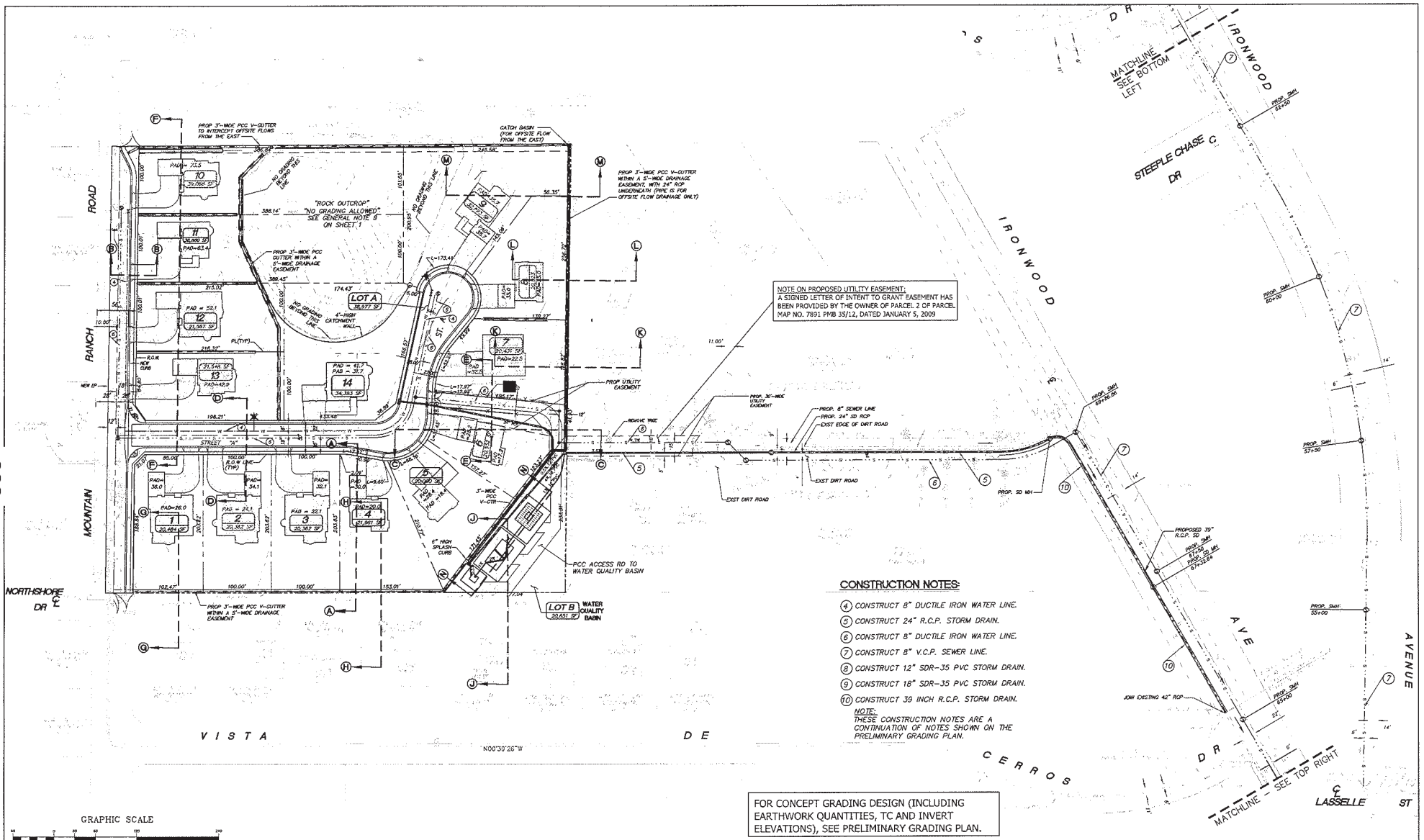

NOTE ON PROPOSED UTILITY EASEMENT:
A SIGNED LETTER OF INTENT TO GRANT EASEMENT HAS BEEN PROVIDED BY THE OWNER OF PARCEL 2 OF PARCEL MAP NO. 7891 PMB 35/12, DATED JANUARY 5, 2009

CONSTRUCTION NOTES:

4. CONSTRUCT 8" DUCTILE IRON WATER LINE.
5. CONSTRUCT 24" R.C.P. STORM DRAIN.
6. CONSTRUCT 8" DUCTILE IRON WATER LINE.
7. CONSTRUCT 8" V.C.P. SEWER LINE.
8. CONSTRUCT 12" SDR-35 PVC STORM DRAIN.
9. CONSTRUCT 18" SDR-35 PVC STORM DRAIN.
10. CONSTRUCT 39 INCH R.C.P. STORM DRAIN.

NOTE:
THESE CONSTRUCTION NOTES ARE A CONTINUATION OF NOTES SHOWN ON THE PRELIMINARY GRADING PLAN.

FOR CONCEPT GRADING DESIGN (INCLUDING EARTHWORK QUANTITIES, TC AND INVERT ELEVATIONS), SEE PRELIMINARY GRADING PLAN.

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.

PRIVATE ENGINEERING NOTE
CONSTRUCTION CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND CONSTRUCTION CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK IN THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF DESIGN PROFESSIONAL.

REGISTERED PROFESSIONAL ENGINEER
NAHAN BETRUTY - OSBORN
No. C 54861
Exp. 6/30/10
CIVIL
STATE OF CALIFORNIA

FORESIGHT ENGINEERING
CIVIL ENGINEERING & LAND SURVEYING
17621 IRVINE BLVD, SUITE 210
TUSTIN, CA 92780
TEL (714) 542-1214 * FAX (714) 542-0117

MARK	REVISIONS	APPR.	DATE	APPR.	DATE
DESIGNED BY: SBO	DRAWN BY: SBO	CHECKED BY: NJO	DESIGN ENGINEER	CITY ENGINEER	

CITY OF MORENO VALLEY
BUILDING AND SAFETY DEPARTMENT
APPROVED BY: _____ DATE: _____

TENTATIVE TRACT
MAP NO. 32388
HORIZONTAL SCALE: 1" = 60' VERTICAL SCALE: N/A

CITY OF MORENO VALLEY DRAWING NO.
SHEET 4 OF 4

ATTACHMENT 9

Item No. E.1

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Aerial Photograph

Legend

- Highways
- Parcels
- Roads
- March Installation Area
- Waterbodies
- Sphere of Influence
- Ortho Photography

City Boundaries

- Calimesa
- Moreno Valley
- Perris
- Riverside

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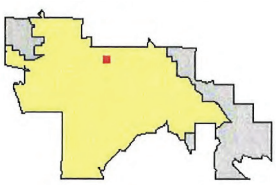

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

ATTACHMENT 10

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.

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MORENO VALLEY
WHERE DREAMS SOAR

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Lona Smith & John S. Smith
26320 Mountain Ranch Road
Moreno Valley, CA 92555-1734
(951) 242-1978

June 24, 2009

City of Moreno Valley
Planning Department
14177 Frederick Street
Moreno Valley, CA 92553

Attn: Kathleen Dale and Jeffrey

Re: PA05-0069 Change of Zone R1 to R2 & PA05-0071 Tentative Tract Map No 32388

Dear Ms. Dale:

We are writing to you due to concerns about the above zone change and tentative tract map.

We live across the street from the proposed tract on Mountain Ranch Road. Mountain Ranch Road, beyond the South East corner lot on Vista De Cerros and Mountain Ranch, narrows. It is not a street that can accommodate both parking and two-way traffic. As it is, there are only four homes' residents accessing this narrow portion of Mountain Ranch. The developer's proposal allows only one way into the tract, and it is from the narrow Mountain Ranch Road.

Mountain Ranch is a steep road, and concrete curb and gutter should have been constructed with the tract. Additional smaller lots will increase run-off, and Mountain Ranch Road needs improvement up to the cul-de-sac. As it is, the street is in disrepair due to erosion of asphalt, and it has ruts and dips. We would hope that you would consider concrete curb and gutter on a widened street, wide enough to match the western, wider, portion of Mountain Ranch Road.

We are on over three acres on Mountain Ranch and have a natural watercourse through that property. When it rains, many properties have a natural watercourse through them; however, three lots within our tract on Mountain Ranch Road eventually accommodate hundreds of acres worth of run off from the hillsides above Kalmia near the private roads of Boulder Ridge, Early Way, and Crystal Hill. This has been a problematic in the past to the point where we have spent hundreds of thousands of dollars on defense due to legal battles as a result of the problems. We do **not** assume any responsibility of any run off that will be incurred as a result of or received by the proposed subdivision. As it is, the City of Moreno Valley has not enforced cleanup of the concrete ditch which is part of two of the Mountain Ranch Road properties, which in the past, lead to overflow and flooding combined with improper grading that the city allowed on Crystal Hill Road, confirmed in Council Meeting by Frank Smith (we would have to refer to notes for the exact date).

ATTACHMENT 11

With this proposal, you are requesting long-time residents to live with increased traffic on a narrow road without any benefit to the area. The developers only propose that sewer will be "available" to the homes just south of their proposed tract, along Ironwood. I would ask that you consider making sewer available along Mountain Ranch, where there will be increased traffic and run-off and where the entrance of the properties will be located. There has been plenty in the paper about new regulations on septic tanks, and it would only be appropriate that it be brought to the street that you are accessing for this new tract.

We currently do not enjoy steady nor static water pressure, and we regularly call Eastern Municipal Water with this problem. Generally, they send someone out and they claim the same thing each time that it is a problem with a pump at the station on Ironwood and Steeplechase. They have claimed the same story each time until we threaten to get the fire department involved, and that is when we get our pressure back. We do have a pressure gauge and take readings when there appears to be a problem, i.e. when our sprinklers will not run. Is there any improvement planned with regard to water supply?

On a final note, we are concerned about recently getting a ballot on increasing the fees on our lot to keep street lights on. We have minimal lighting on Mountain Ranch Road to begin with; so, we hope that an alternate form of energy can be used for lighting in this new tract as it would not conflict with uniform "appearance."

We still hope to attend the meeting, but we wanted to voice our concerns since there is a possibility that we will not be back in time.

Thank you,

Lona Smith and John S. Smith

Lona & John S. Smith
26320 Mountain Ranch Road
Moreno Valley, CA 92555-1734

(951) 242-1978

FORESIGHT ENGINEERING, Inc.

Civil Engineering & Land Surveying

May 21, 2009

Subject: Tentative Tract Map 32388, PA05-0071
9.9-Acre Land Southeast corner of Mountain Ranch & Northshore, Moreno Valley
Neighborhood Outreach

Dear Moreno Valley Neighbor,

This letter is a courtesy informational letter regarding the proposed development of the 9.9 acres of vacant land in the southeast corner of Mountain Ranch Road and Northshore Drive. This project is at the tentative map phase and has gone through numerous plan checks by the different departments in the City of Moreno Valley. The developer hired a team of professionals which include Surveyors, Civil Engineers, Environmental Planners and Archaeologists who have put in months of serious professional work to ensure that this tentative map adheres to the City and County standards and protects the well being of your neighborhood.

The tentative tract map subdivides the land into 14 single family homes. The minimum size of each lot is 20,000 square feet (SF), per City of Moreno Standards for Zone R2. The new homes will be custom homes on lots that range in area from 20,000 SF to 39,000 SF and are expected to raise the property values in the area. Rock outcrops exist over twenty percent (20%) of the project's land and those will not be disturbed and will remain as a natural monument in a prominent part of the community.

Public utilities will be provided by the developer to service the new homes. These utilities include new domestic water lines, fire water lines, sewer lines, and storm drain lines. The new public sewer line consists of 2,514 linear feet of sewer pipe outside and south of the property, within Ironwood Avenue and the public alley from the south and additional 1,212 feet within the new public roads inside the property and along Mountain Ranch Road. The new sewer line, as costly as it is to this project, will provide the necessary gravity sanitary sewer service to this new development and at the same time enable the properties south of this project to connect and convert from septic tanks to a gravity sewer pipes.

For storm drainage purposes, we are proposing to construct 1,200 linear feet of storm drain pipes and manholes along Ironwood Avenue and the public access from the south, and additional 1,000 linear feet of storm drain pipes and catch basins within the property. All storm flow draining over this new development will be contained within the property and routed to a water quality basin for clarification before it exits the property into the new public storm drain system to the south. This is in compliance with the City of Moreno Valley and County of Riverside regulations for storm water pollution prevention and in full conformance with the document; "Riverside County Water Quality Management Plan for Urban Runoff".

In addition to all the civil engineering design done on this project, the City requested that a Phase I archaeological survey, a cultural resources assessment, a general biological assessment and a burrowing owl assessment be performed for this property. These studies were performed to the City's satisfaction and the results were all negative to any subjects of concern.

Please provide us with your questions or comments **by June 2, 2009** either in writing by email at TTM32388@gmail.com or by regular mail to my attention at 17621 Irvine Blvd, Suite 210, Tustin, CA 92780, or by phone at (714) 542-1214. The City of Moreno Valley may schedule our project for a Public Hearing in late June and we wanted to provide you with as much information as possible at an early time and be able to address your comments in a timely manner.

17621 Irvine Blvd, Suite 210, Tustin, CA 92780
Tel. (714) 542-1214 Fax (714) 542-0117

ATTACHMENT 12

If you wish to obtain information from the City regarding this Project, our Moreno Valley Case Planner is Ms. Kathleen Dale. Her direct number is (951) 413-3228. Reference numbers for this project are PA05-0071, Tentative Tract Map 32388.

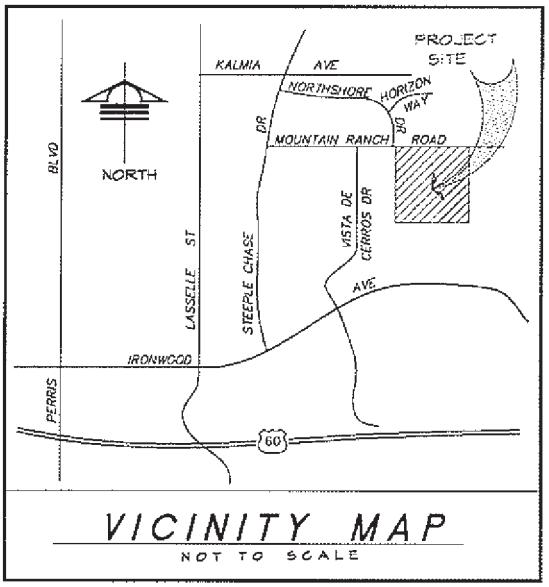
Below is a vicinity map for the project and attached is an exhibit showing the project general site plan.

Sincerely,

Foresight Engineering, Inc.

Suhair Qoborsi, P.E.
Civil Engineer
Vice President

Enclosure: General Site Plan – Proposed Improvements



MOUNTAIN RANCH DEVELOPMENT

17621 Irvine Blvd, Suite 210, Tustin, CA 92780
Tel. (714) 542-1214 Fax (714) 542-0117

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES
September 8, 2009

a) **Report by Mayor Pro Tem Bonnie Flickinger on Southern California Association of Governments (SCAG)**

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

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CITY MANAGER'S REPORT

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

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