

**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**

**July 14, 2009**

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

**City Council Closed Session**

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

**City Council Study Sessions**

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

**City Council Meetings**

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

City Hall Council Chamber - 14177 Frederick Street

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

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

Richard A. Stewart, Mayor

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

**AGENDA**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**July 14, 2009**

**CALL TO ORDER**

**SPECIAL PRESENTATIONS**

1. 4th of July Parade Awards
2. Recognition of Family FunFest 2009 Moreno Valley Idol Competition Winners

**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  
JULY 14, 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 Mark Avila, Calvary Chapel of Moreno Valley

**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 TENTATIVE TRACT MAP 32711 – SINGLE FAMILY RESIDENTIAL SUBDIVISION – APPROVE THE FINAL MAP, AND ACCEPT THE AGREEMENT, AND BONDS FOR PUBLIC IMPROVEMENTS - FRONTING THE SOUTH SIDE OF JANET K DRIVE AT THE "T" INTERSECTION OF BOGUE STREET - DEVELOPER: ISAAC GENAH AND GLORIA M. GENAH, TRUSTORS AND TRUSTEES OF THE CSA REVOCABLE TRUST DATED SEPTEMBER 10, 1993, AND HANSON A.H. HO 2001 FAMILY TRUST, LA HABRA HEIGHTS, CA 90631 (Report of: Public Works Department)**

**Recommendation:**

1. Approve Tract Map 32711, authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation;
2. Accept the Agreement and Bonds for Public Improvements;
3. Authorize the Mayor to execute the Agreement;
4. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation; and
5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said time frame.

### **A .3 NOTICE OF COMPLETION AND ACCEPTANCE OF MAINTENANCE AREA II ANNUAL SLURRY SEAL PROGRAM -- PROJECT NO. 08-12584830 (Report of: Public Works Department)**

**Recommendation:**

1. Accept the work as complete for Maintenance Area II Annual Slurry Seal Program, constructed by Doug Martin Contracting Co., Inc., 220 E. Foundation Ave., La Habra, CA 90631;

2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code;
3. Authorize the Financial and Administrative Services Director to release the retention to Doug Martin Contracting Co., Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project; and
4. Accept the improvements into the City's maintained road system.

- A .4 TRACT 31494 – PARTIALLY REDUCE FAITHFUL PERFORMANCE WARRANTY SECURITIES AND ACCEPT THE PARTIAL PUBLIC IMPROVEMENTS AS COMPLETE - DEVELOPER: COLLIE COURT DEVELOPMENT, LLC, MORENO VALLEY, CA 92552-7599 (Report of: Public Works Department)

**Recommendation:**

1. Accept the partial Public Improvements, as complete, but not into the City's maintained street system; and
2. Authorize the City Engineer to execute the partial reduction to the Faithful Performance warranty securities, and exonerate the remaining portion of the Faithful Performance warranty security once the developer has completed the improvements and when all clearances are received, including final fee reconciliation.

- A .5 AUTHORIZATION TO ISSUE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR RELOCATION OF UTILITIES FOR THE KITCHING STREET IMPROVEMENTS PROJECT NO. 06-50182425 (Report of: Public Works Department)

**Recommendation:**

1. Authorize the issuance of a Purchase Order to SCE in the amount of \$434,500 (\$395,000 plus 10% contingency) from Account No. 501.82425.7500; and
2. Authorize payment to SCE in an amount up to \$434,500 for relocation of SCE facilities associated with the Kitching Street Improvements project.

- A .6 PARCEL MAP 35859 – APPROVAL OF COOPERATIVE AGREEMENT FOR PERRIS VALLEY MASTER DRAINAGE PLAN LATERAL B-1, STAGE 2 AND LATERAL B-1.2, BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND FIRST INDUSTRIAL, L.P. - NANDINA AVENUE WEST OF PERRIS AND ON PERRIS BOULEVARD NORTH AND SOUTH OF NANDINA AVENUE - DEVELOPER: FIRST INDUSTRIAL, L.P., C/O FIRST INDUSTRIAL REALTY TRUST, INC., IRVINE, CA 92618 (Report of: Public Works Department)

**Recommendation:**

1. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District, City of Moreno Valley, and FIRST INDUSTRIAL, L.P. for Perris Valley Master Drainage Plan Lateral B-1, Stage 2, and Lateral B-1.2;
2. Authorize the Mayor to execute the Cooperative Agreement; and
3. Direct the City Clerk to forward the signed Cooperative Agreement to Riverside County Flood Control and Water Conservation District.

- A .7 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2009 PAVEMENT RESURFACING PROJECT - PHASE II PROJECT NO. 08-12556330 (Report of: Public Works Department)

**Recommendation:**

1. Award the construction contract for the 2009 Pavement Resurfacing Project – Phase II to All American Asphalt, PO Box 2229, Corona, CA 92878, the lowest responsible bidder;
2. Authorize the City Manager to execute a contract with All American Asphalt;
3. Authorize the issuance of a Purchase Order to All American Asphalt in the amount of \$776,250 (bid amount \$675,000 plus 15% contingency of \$101,250) when the contract has been signed by all parties (Account No. 225.68722);
4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with All American Asphalt, up to but not to exceed the Purchase Order contingency of \$101,250; and

5. Authorize the Public Works Director/City Engineer to incrementally accept completed portions of work and pay retainage based on the acceptance of said work in accordance with Public Contract Code, Section 7107.

- A .8 ADOPT THE PROPOSED RESOLUTION TO APPROVE THE CITY OF MORENO VALLEY DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM FOR SUBMITTAL TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) (Report of: Public Works Department)

**Recommendation:**

Adopt Resolution No. 2009-71, to approve the City of Moreno Valley DBE Program for submittal to Caltrans.

Resolution No. 2009-71

A Resolution of the City Council of the City of Moreno Valley, California, to Approve the Disadvantaged Business Enterprise (DBE) Program for Submittal to the California Department of Transportation (Caltrans)

- A .9 APPROVAL OF CHECK REGISTER FOR MAY, 2009 (Report of: Financial & Administrative Services)

**Recommendation:**

Adopt Resolution No. 2009-72, approving the Check Register for the month of May, 2009 in the amount of \$22,683,602.18.

Resolution No. 2009-72

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

- A .10 AGREEMENT FOR CONVEYANCE OF PROPERTY FOR THE PARTIAL ACQUISITION OF APN 487-250-008 FOR THE SR-60/NASON STREET INTERCHANGE IMPROVEMENTS PROJECT - PROJECT NO. 98-25897 (Report of: Public Works Department)

**Recommendation:**

1. Approve the "Agreement for Conveyance of Property" for the partial acquisition of APN 487-250-008 and authorize the City Manager to execute said Agreement;

2. Authorize a purchase order in the amount of \$1,120,000 from Account No. 125.89720 when the agreement has been signed by all parties; and
3. Authorize the Financial & Administrative Services Director to wire transfer funds into escrow in the amount of \$1,100,000 for the purchase price and an additional amount of \$20,000 for escrow fees for the partial acquisition of APN 487-250-008.

A .11 PARCEL MAP 33930 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING NEWHOPE STREET INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: MORENO VALLEY HEALTH, LLC, GOLDEN, COLORADO 80401(Report of: Public Works)

**Recommendation:**

1. Adopt Resolution No. 2009-73 authorizing the acceptance of the public improvements for Parcel Map 33930 as complete and accepting Newhope Street into the City's maintained street system; and

Resolution No. 2009-73

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Associated with Parcel Map 33930, and Accepting Newhope Street 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 .12 APPROVE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON (SCE) FOR REPLACEMENT OF OVERHEAD DISTRIBUTION FACILITIES FOR SR-60/NASON INTERCHANGE IMPROVEMENTS PROJECT -- PROJECT NO. 98-25897 (Report of: Public Works Department)

**Recommendation:**



1. Approve the "Agreement for Replacement of Overhead With Underground Distribution Facilities" with Southern California Edison (SCE) to replace existing overhead distribution facilities located along the right shoulder of East Bound SR-60 with underground distribution facilities located along Morrison Street, Eucalyptus Avenue, Fir Avenue, and Nason Street and subsequently remove the existing overhead distribution lines located along the right shoulder of East Bound SR-60 for the SR-60/Nason Street Interchange Improvements Project;
2. Authorize the City Manager to execute the "Agreement for Replacement of Overhead With Underground Distribution Facilities" with SCE;
3. Authorize the issuance of two Purchase Orders to SCE totaling \$2,412,138.07 (\$2,010,115.06 plus 20% contingency) for SCE improvements for the SR-60/Nason Interchange project (\$1,206,069.04 from Account No. 125.89720 and \$1,206,069.03 from Account No. 415.70024);
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreement with SCE up to, but not exceeding, the total purchase order contingency amount of \$402,023.01, subject to the approval of the City Attorney;
5. Authorize a full road closure of Fir Avenue from Tulip Tree Road to Nason Street and minor street closures up to 30 days maximum to facilitate smooth construction operations as authorized by the Public Works Director between July 1, 2009 and January 31, 2010; and
6. Authorize the Public Works Director to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen issues.

A .13 TRACTS 27251 AND 27251-1 - PARTIALLY REDUCE FAITHFUL PERFORMANCE SECURITIES AND ACCEPT THE PARTIAL PUBLIC IMPROVEMENTS AS COMPLETE - DEVELOPER: RICHLAND PALMDALE DEVELOPERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, NEWPORT BEACH, CA 92660 (Report of: Public Works)

**Recommendation:**

1. Accept the partial Public Improvements, as complete, but not into the City's maintained street system;

2. Authorize the City Engineer to execute the partial reductions to the Faithful Performance securities, exonerate the portion of the Material and Labor securities associated with the completed improvements in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance security in one year when all clearances are received;
3. Authorize the Mayor to execute the Amendments to Agreements for Public Improvements for Tracts 27251 and 27251-1; and
4. Instruct the City Clerk to forward the completed Amendments to Agreements for Public Improvements to the County Recorder's Office for recordation.

A .14 APPROVE JOINT USE AGREEMENT FOR REPLACEMENT OF RIGHTS FOR DISTRIBUTION FACILITIES FOR SR-60/NASON INTERCHANGE IMPROVEMENTS PROJECT -- PROJECT NO. 98-25897 (Report of: Public Works Department)

**Recommendation:**

1. Approve the Joint Use Agreement with Southern California Edison (SCE) to replace prior rights for the existing overhead distribution facilities for the SR-60/Nason Street Interchange Improvements Project;
2. Authorize the City Manager to execute the Joint Use Agreement with SCE; and
3. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreement with SCE, subject to the approval of the City Attorney.

A .15 NOTICE OF COMPLETION AND ACCEPTANCE OF PIGEON PASS ROAD STREET IMPROVEMENTS FROM IRONWOOD AVENUE TO NORTH CITY LIMITS PROJECT NO. 06-41570324 (Report of: Public Works Department)

**Recommendation:**

1. Accept the work as complete for Pigeon Pass Road Street Improvements from Ironwood Avenue to North City Limits, which was constructed by Sukut Construction Inc. (Sukut), 11840 Pierce Street, #100, Riverside, CA 92505;

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 Sukut Construction 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 .16 MINUTES - REGULAR MEETING OF JUNE 23, 2009 (Report of: City Clerk's Department)

**Recommendation:**  
Approve as submitted.

A .17 MINUTES - SPECIAL MEETING OF JUNE 30, 2009 (Report of: City Clerk's Department)

**Recommendation:**  
Approve as submitted.

A .18 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 June 17 – July 7, 2009.

A .19 DEVELOPMENT PARTNERS FOR THE NEIGHBORHOOD STABILIZATION PROGRAM (Report of: Economic Development Department)

- Recommendation:**
1. Authorize the City Manager to execute a Memorandum of Understanding agreement with National Community Stabilization Trust to acquire foreclosed homes at a discount;
  2. Approve Acquisition Rehabilitation and Resale – Single Family Residential Program Guidelines;

3. Approve Acquisition Rehabilitation and Rental – Multi Family Residential Program Guidelines;
4. Authorize the City Manager to prepare and execute a Development Agreement with recommended Development Partners; and
5. Authorize the City Manager to execute purchase agreements for the acquisition of foreclosed properties per the provisions of the Neighborhood Stabilization Program and Moreno Valley ARR Program Guidelines.

A .20 RESOLUTION TO GRANT ANOTHER DESIGNATED PERIOD FOR TWO YEARS ADDITIONAL SERVICE CREDIT (Report of: Human Resources Department)

**Recommendation:**

1. Adopt Resolution No. 2009-74 granting a second designated period for employees to retire and receive an additional 2 years of CalPERS service credit;

Resolution No. 2009-74

A Resolution of the City Council of the City of Moreno Valley, California, to Grant Another Designated Period for Two Years Additional Service Credit

2. Approve Form PERS-CON-12, Certification of Governing Body's Action;
3. Approve Form PERS-CON-12A, Certification of Compliance with Government Code Section 7507;
4. Approve the Certification of Compliance with Government Code Section 20903; and
5. Direct the City Clerk, upon adoption of said Resolution, to forward to CalPERS a certified copy of: Resolution, Certification of Governing Body's Action and Certification of Compliance with Gov. Code. Sections 7507 and 20903.

A .21 FISCAL YEAR 2009/2010 MEMORANDUM OF UNDERSTANDING (MOU) WITH MORENO VALLEY CITY EMPLOYEES ASSOCIATION (MVCEA) (Report of: City Manager's Office)

**Recommendation:**

Approve Memorandum of Understanding (MOU) with the Moreno Valley City Employees Association (MVCEA).

- A .22 PM 33152-1 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF OLD 215 FRONTAGE ROAD BETWEEN ALESSANDRO BOULEVARD AND DAY STREET FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM AUGUST 17, 2009 – FEBRUARY 17, 2010 - DEVELOPER: ANDLAND PROPERTIES, LLC, TORRANCE, CA 90505 (Report of: Public Works Department)

**Recommendation:**

1. Authorize a full road closure of Old 215 Frontage Road Street from Alessandro Boulevard to Day Street for the construction of street improvements from August 17, 2009 – February 17, 2010; and
2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

- A .23 3RD ANNUAL REVIEW (P09-041) OF THE AQUABELLA DEVELOPMENT AGREEMENT, A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF MORENO VALLEY AND MORENO VALLEY PROPERTIES, LP (Report of: Community Development Department)

**Recommendation:**

Determine that the property owner has complied in good faith with the terms, obligations and conditions of the Aquabella Development Agreement.

- A .24 PARCEL MAP 33152-1 – INDUSTRIAL SUBDIVISION – APPROVE THE FINAL PARCEL MAP, AND ACCEPT THE AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS (Report of: Public Works Department)

**Recommendation:**

1. Approve Parcel Map 33152-1, authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation;

2. Accept the Agreement and Security for Public Improvements;
3. Authorize the Mayor to execute the Agreement;
4. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation; and
5. Authorize the City Engineer to execute any future time extensions amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

## **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 JUNE 23, 2009 (Report of: City Clerk's Department)**

**Recommendation:**  
Approve as submitted.

### **B .3 MINUTES - SPECIAL MEETING OF JUNE 30, 2009 (Report of: City Clerk's Department)**

**Recommendation:**  
Approve as submitted.

## **C CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY**

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

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

### **C .2 MINUTES - REGULAR MEETING OF JUNE 23, 2009 (Report of: City Clerk's Department)**

**Recommendation:**  
Approve as submitted.

### **C .3 MINUTES - SPECIAL MEETING OF JUNE 30, 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 JUNE 23, 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 PUBLIC HEARING TO APPROVE THE NEIGHBORHOOD STABILIZATION PROGRAM 2 GRANT APPLICATION (Report of: Economic Development Department)

**Recommendation: That the City Council:**

1. Approve Resolution No. 2009-75 authorizing the City's application for the Neighborhood Stabilization Program 2 (NSP2) funding; and

Resolution No. 2009-75

A Resolution of the City Council of the City of Moreno Valley Approving the Submittal of an Application for the Competitive Neighborhood Stabilization Program (NSP2) Funds

2. Approve and Authorize the City Manager to execute the Consortium Agreement.

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

## **G REPORTS**

- G .1 SOUTHERN CALIFORNIA EDISON (SCE) UPDATE (Oral Presentation by Raymond Hicks, Region Manager)
- G .2 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES
  - a) Report by Council Member Robin N. Hastings on Western Riverside Council of Governments (WRCOG)
- G .3 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.

***Adjournment in Honor and Remembrance of Oattie Motte (Aunt of Supervisor Marion Ashley)***



## **CLOSED SESSION**

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

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

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

The Closed Session will be held pursuant to Government Code:

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

Number of Cases: 2

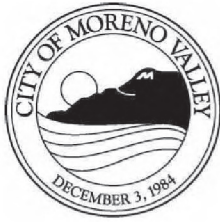
#### **2 SECTION 54956.9(c) - CONFERENCE WITH LEGAL COUNSEL - INITIATION OF LITIGATION**

Number of Cases: 2

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

## **ADJOURNMENT**

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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 14, 2009

**TITLE:** TRACT MAP 32711 – SINGLE FAMILY RESIDENTIAL SUBDIVISION – APPROVE THE FINAL MAP, AND ACCEPT THE AGREEMENT AND BONDS FOR PUBLIC IMPROVEMENTS

FRONTING THE SOUTH SIDE OF JANET K DRIVE AT THE “T” INTERSECTION OF BOGUE STREET.

**DEVELOPER:** ISAAC GENAH AND GLORIA M. GENAH,  
TRUSTORS AND TRUSTEES OF THE CSA  
REVOCABLE TRUST DATED SEPTEMBER  
10, 1993, AND HANSON A. H. HO 2001  
FAMILY TRUST  
1430 TANGELO LANE  
LA HABRA HEIGHTS, CA 90631

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Tract Map 32711, authorize the City Clerk to sign the map and transmit said map to the County Recorder’s Office for recordation;
2. Accept the Agreement and Bonds for Public Improvements;
3. Authorize the Mayor to execute the Agreement in the form attached hereto;
4. Direct the City Clerk to forward the signed Agreement to the County Recorder’s Office for recordation; and

5. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said time frame.

**ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable.

**BACKGROUND**

On September 8, 2005, the Planning Commission of the City of Moreno Valley approved Tentative Tract Map 32711. The tentative tract map is an infill subdivision that proposes to subdivide 2.32 acres into 9 residential lots.

**DISCUSSION**

Final Map 32711 is in substantial conformance with the tentative map, and the developer has requested the map be approved for recordation. The Conditions of Approval for this project requires the developer provide surety for the required improvements. The developer has also complied with the remaining final map conditions for approval.

The developer has completed and submitted an Agreement for Public Improvements. The developer agrees to perform and complete all of the required improvements within twenty-four (24) months of the date the agreement is executed. The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required improvements are not completed within said timeframe. The public improvements include but are not limited to asphalt pavement, curb, gutter, sidewalk, driveway approaches, street lights, landscaping, storm drain, sewer, and water. Accompanying the agreement are a Faithful Performance Bond in the amount of \$297,000 and a Material and Labor Bond in the amount of \$148,500 issued by Developers Surety and Indemnity Company as surety for the improvements.

**ALTERNATIVES**

Not applicable.

**FISCAL IMPACT**

No fiscal impact is anticipated.

**CITY COUNCIL GOALS**

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**NOTIFICATION**

Publication of agenda.

**EXHIBITS**

Exhibit "A" - Vicinity Map

Exhibit "B" - Agreement for Public Improvements

Exhibit "C" - Faithful Performance Bond

Exhibit "D" - Material and Labor Bond

Prepared By  
Liz Plazola  
Senior Administrative Assistant

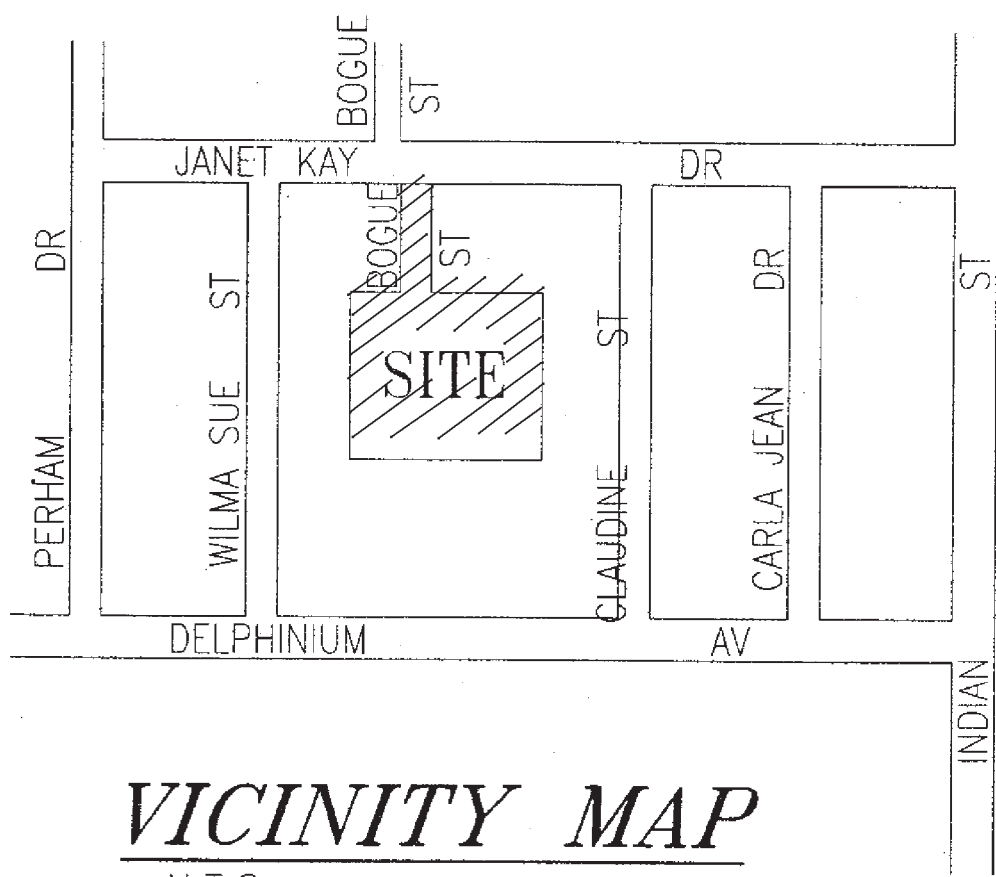
Department Head Approval  
Chris A. Vogt, P.E.  
Public Works Director/City Engineer

Concurred By  
Guy Pegan, P.E.  
Senior Engineer

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

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

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# VICINITY MAP

N.T.S

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

**TRACT MAP 32711**  
**VICINITY MAP**

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RECORDING REQUESTED BY:  
City of Moreno Valley

**WHEN RECORDED, RETURN TO:**

CITY OF MORENO VALLEY  
City Clerk  
P. O. Box 88005  
Moreno Valley, CA 92552-0805

*No recording fee per Government Code, Section 6103*

*This space for Recorder's use only.*

**AGREEMENT FOR PUBLIC IMPROVEMENTS  
PROJECT NO. TM 32711**

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **ISAAC GENAH AND GLORIA M. GENAH, TRUSTORS AND TRUSTEES OF THE CSA REVOCABLE TRUST DATED SEPTEMBER 10, 1993, AND HANSON A. H. HO 2001 FAMILY TRUST**, herein after called Contractor, on the date the City signs this agreement.

**WITNESSETH:**

**FIRST:** Contractor, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **TM 32711** agrees, at Contractor's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Contractor further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Contractor shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Contractor shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Contractor waives the 120 day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto, is the sum of **TWO HUNDRED NINETY-SEVEN THOUSAND AND NO/100 Dollars (\*\*\*\$297,000.00\*\*\*)**.

**SECOND:** Contractor agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Contractor further agrees that, if suit is brought upon this Agreement or any bond guaranteeing the completion of the required improvements, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Contractor and guaranteed by the surety in addition to the face amount of the security, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

**THIRD:** City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Contractor, his agents or employees, in the performance of the work, and all of said liabilities are assumed by Contractor. Contractor agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Contractor, his agents and employees, in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

**Exhibit B**

**FOURTH:** The Contractor hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Contractor has completed the work within the time specified or any extension thereof granted by the City.

**FIFTH:** Contractor agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The contractor shall keep all traveled ways that are a part of, or affected by the construction of this project free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City. The Contractor's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

**SIXTH:** The Contractor, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of work.

**SEVENTH:** If the Contractor, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as have been granted by the City, or if the Contractor violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Contractor because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Contractor, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law.

**EIGHTH:** Contractor agrees to file with City, prior to the date this Agreement is executed, a good and sufficient improvement security in an amount not less than the estimated cost of the work and improvements for the faithful performance of the terms and conditions of this Agreement, and good and sufficient security for payment of labor and materials in the amount prescribed by City ordinances and regulations to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California. Contractor agrees to renew each and every said bond or bonds with good and sufficient sureties or increase the amounts of said bond or bonds, or both, within ten (10) days after being notified by the City Engineer that the sureties or amounts are insufficient. Notwithstanding any other provision herein, if Contractor fails to take such action as is necessary to comply with said notice, he shall be in default of this Agreement unless all required improvements are completed within ninety (90) days of the date on which the City Engineer notified the Contractor of the insufficiency of the security or the amount of the bonds or both.

**NINTH:** It is further agreed by and between the parties hereto, including the surety or sureties on the bonds securing this Agreement that, in the event it is deemed necessary to extend the time of completion of the work contemplated to be done under this Agreement, extensions of time **may** be granted by the City from time to time, either at its own option, or upon request of Contractor, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Contractor further agrees to maintain the aforesaid bonds in full force and effect during the terms of this Agreement, including any extensions of time as may be granted therein.

**TENTH:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

**ELEVENTH:** Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

**City:**  
City Engineer  
P.O. Box 88005  
14177 Frederick  
Moreno Valley, CA 92552-0805

**Contractor:**  
Issac Genah and Gloria M. Genah, Trustors and Trustees of the  
CSA Revocable Trust Dated September 10, 1993, and Hanson A. H.  
Ho 2001 Family Trust  
1430 Tangelo Lane  
La Habra Height, CA 90631

**IN WITNESS WHEREOF** Contractor has affixed his name, address and seal.

Date approved by the City: \_\_\_\_\_

BY: Gloria M. Genah

GLORIA M. GENAH

OWNER

**Issac Genah and Gloria M. Genah, Trustors and Trustees  
of the CSA Revocable Trust Dated September 10, 1993,  
and Hanson A.H. Ho 2001 Family Trust:**

Developer

BY: [Signature]  
Signature

BY: [Signature]  
Signature

ISAC Genah  
Print/Type Name

HANSON A.H. HO  
Print/Type Name

Owner  
Title

OWNER  
Title

**ATTEST:  
CITY CLERK  
OF THE CITY OF MORENO VALLEY**

**CITY OF MORENO VALLEY**

By: \_\_\_\_\_  
City Clerk

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

(SEAL)

**APPROVED AS TO FORM:  
CITY ATTORNEY**

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

By: \_\_\_\_\_  
City Attorney

**NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.**

SIGNATURES OF CONTRACTOR MUST BE EXECUTED IN QUADRUPPLICATE AND THE EXECUTION OF THE ORIGINAL COPY MUST BE ACKNOWLEDGED BEFORE A NOTARY  
ORIGINAL - CITY CLERK; PINK - CONTRACTOR; GREEN - SURETY; BLUE - PROJECT FILE

**ALL PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On May 1, 2009 before me, Erika Magaleon, Notary Public,  
personally appeared Hanson Ho, Isaac Genah and Gloria Genah,  
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.

WITNESS my hand and official seal.

Signature *Erika Magaleon*



**OPTIONAL**

Title of Document \_\_\_\_\_

Document Date \_\_\_\_\_

Capacity(ies) of Signer(s)

Corporate Officer

Other: \_\_\_\_\_

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 1 of 6

PROJECT: PA04-0136 / TM 32711  
STREET WORK

DATE: 08/19/08  
PREPARED BY: Robert Linton

OK  
MLW  
9/3/08

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Interior Streets and Perimeter Non DIF Non TUMF Streets</b>				
Roadway Excavation		0 C.Y.	20.00	0
A.B. Class II	0.5	Thickness (ft.)		
	13164	S.F.	477 Ton	55.00
A.C.	0.333	Thickness (ft.)		26,246
	13164	S.F.	318 Ton	90.00
A.B. Class II	0	Thickness (ft.)		28,603
	0	S.F.	0 Ton	
A.C.	0	Thickness (ft.)		0
	0	S.F.	0 Ton	55.00
A.C.	0	Thickness (ft.)		0
	0	S.F.	0 Ton	90.00
<b>DIF Streets Only</b>				
Roadway Excavation		0 C.Y.	20.00	0
A.B. Class II	0	Thickness (ft.)		
	0	S.F.	0 Ton	55.00
A.C.	0	Thickness (ft.)		0
	0	S.F.	0 Ton	90.00
A.B. Class II	0	Thickness (ft.)		0
	0	S.F.	0 Ton	55.00
A.C.	0	Thickness (ft.)		0
	0	S.F.	0 Ton	90.00
<b>TUMF Streets Only</b>				
Roadway Excavation		0 C.Y.	20.00	0
A.B. Class II	0	Thickness (ft.)		
	0	S.F.	0 Ton	55.00
A.C.	0	Thickness (ft.)		0
	0	S.F.	0 Ton	90.00
A.B. Class II	0	Thickness (ft.)		0
	0	S.F.	0 Ton	55.00
A.C.	0	Thickness (ft.)		0
	0	S.F.	0 Ton	90.00
A.C. Cap		0 Ton	90.00	0
A.C. Overlay		0 Ton	90.00	0
Grind & Pave 0.15'		0 S.F.	3.25	0
Curb and Gutter - 6"	670	L.F.	22.00	14,740
Curb and Gutter - 8"	0	L.F.	25.00	0
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	25.00	0
Curb Only - 6"	0	L.F.	18.00	0
Curb Only - 8"	0	L.F.	20.00	0
Curb Only - 8" (DIF Street Name)	0	L.F.	20.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	20.00	0
Cross Gutter and Spandrel	783	S.F.	15.00	11,745
Sidewalk	6703	S.F.	7.00	46,921
Sidewalk (DIF Street Name)	0	S.F.	7.00	0
Sidewalk (TUMF Street Name)	0	S.F.	7.00	0
Driveway Approach - 6"	1485	S.F.	14.00	20,790
Driveway Approach - 8"	0	S.F.	16.00	0
Alley Approach - 8"	0	S.F.	16.00	0
P.C.C. Paving - 6"	0	S.F.	14.00	0
P.C.C. Paving - 8"	0	S.F.	16.00	0
A.C. Berm - 6"	0	L.F.	10.00	0
A.C. Berm - 8"	0	L.F.	15.00	0
Slurry Seal (Based on \$150/Ton Type II)	0	S.Y.	2.25	0
Redwood Header	12	L.F.	6.00	72
Sawcut	110	L.F.	1.50	165
Trench Repaving	0	S.F.	12.00	0
Utility Trench	0	L.F.	17.00	0
Wheelchair Ramp	2	EA.	1,200.00	2,400
Barricade	0	L.F.	100.00	0

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 2 of 6

PROJECT: PA04-0136 / TM 32711

DATE: 08/19/08  
PREPARED BY: Robert Linton

OK  
MLW  
9/3/08

STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Bus Bay	0	EA.	20,000.00	0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Relocate Trees	0	EA.	2,500.00	0
1/2 Alley Apron	0	S.F.	16.00	0
Street Lights (9500 lumen)	2	EA.	4,000.00	8,000
Street Lights (22000 lumen)	0	EA.	5,000.00	0
Adjust M.H. to Grade	0	EA.	800.00	0
Adjust Water Valve to Grade	0	EA.	400.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Relocate Street Lights	1	EA.	1,500.00	1,500
Monuments	0	EA.	100.00	0
SUBTOTAL:				161,182
<u>Enterprise Services Administration</u>				
Landscaping	0	S.F.	6.00	0
Water Quality Basins	0	S.F.	6.00	0
Electrical Utility Infrastructure	0	L.S.	--	0
Electrical Utility Line Extension	0	L.F.	135.00	0
SUBTOTAL:				0
<u>Transportation Engineering</u>				
Traffic Signal (Includes Interconnect, Controller, Software)	0	EA.	272,000.00	0
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
Traffic Striping/raised pavement markers	1	L.S.	--	3,500
Traffic Striping (DIF Street Name)	0	L.S.	--	0
Street Name Sign	1	EA.	500.00	500
Stop Sign	1	EA.	200.00	200
Signs and Posts	0	EA.	200.00	0
Signs and Posts (DIF Street Name)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	--	0
Traffic Control (DIF Street Name)	0	L.S.	--	0
SUBTOTAL:				4,200

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 3 of 6

PROJECT: PA04-0136 / TM 32711

DATE: 08/19/08  
PREPARED BY: Robert Linton

*OK*  
*MLW*  
*9/3/08*

STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	0	L.F.	190.00	0
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
50" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	5500.00	0
Manhole No. 3	0	EA.	6500.00	0
Manhole No. 4	0	EA.	7000.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	1	EA.	5500.00	5,500
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	0	EA.	535.00	0
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	S.F.	535.00	0
Grated Catch Basin	0	EA.	6000.00	0
Transition Structure	0	EA.	5500.00	0
Inlet Structure (drop)	1	EA.	5000.00	5,000
Type IX Inlet Structure	0	EA.	2500.00	0
Junction Structure	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0
Rip Rap	0	TON	60.00	0
Parkway Drain	1	EA.	3500.00	3,500
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
PCC "U" Shape Channel	190	L.F.	15.00	2,850
			SUBTOTAL:	16,850





EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 5 of 6

PROJECT: PA04-0136 / TM 32711

DATE: 08/19/08  
PREPARED BY: Robert Linton

*OK*  
*MLN*  
*9/3/08*

SEWER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
36" V.C. Pipe	0	L.F.	185.00	0
33" V.C. Pipe	0	L.F.	165.00	0
30" V.C. Pipe	0	L.F.	150.00	0
27" V.C. Pipe	0	L.F.	135.00	0
24" V.C. Pipe	0	L.F.	120.00	0
21" V.C. Pipe	0	L.F.	105.00	0
18" V.C. Pipe	0	L.F.	90.00	0
15" V.C. Pipe	0	L.F.	75.00	0
12" V.C. Pipe	0	L.F.	50.00	0
10" V.C. Pipe	0	L.F.	40.00	0
8" V.C. Pipe	298	L.F.	30.00	8,940
6" V.C. Pipe	390	L.F.	25.00	9,750
4" V.C. Pipe	0	L.F.	20.00	0
15" SDR - 35	0	L.F.	60.00	0
12" SDR - 35	0	L.F.	50.00	0
10" SDR - 35	0	L.F.	30.00	0
8" SDR - 35	0	L.F.	25.00	0
6" SDR - 35	0	L.F.	19.00	0
4" SDR - 35	0	L.F.	13.00	0
Standard Manhole 48"	2	EA.	3,000.00	6,000
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,000.00	0
Tie Into Existing Manhole	0	EA.	1,500.00	0
Raise Manhole to Grade	2	EA.	300.00	600
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	600.00	0
Join Existing 12" Pipe	0	EA.	800.00	0
Clean-outs	9	EA.	700.00	6,300
Clean Out Lateral	0	EA.	120.00	0
Wyes	0	EA.	90.00	0
Pavement Replacement	88	S.F.	3.00	264
Concrete Encasement	0	L.F.	20.00	0
TV Sewer	0	L.F.	1.00	0
Trench Paving	0	S.F.	5.00	0
SUBTOTAL:				31,854

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 6 of 6

OK 11/10  
9/3/08

CITY OF MORENO VALLEY  
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION  
BOND COMPUTATION SHEET

PROJECT: PA04-0136 / TM 32711

DATE: 08/19/08  
PREPARED BY: Robert Linton

IMPROVEMENT TYPE:

ROADWORK	:	\$161,182
STORM DRAIN	:	\$16,850
WATER SYSTEM	:	\$33,100
SEWER SYSTEM	:	\$31,854
SURVEY MONUMENTS	:	\$0
LANDSCAPING:		\$0
WATER QUALITY BASINS:		\$0
ELECTRICAL UTILITY INFRASTRUCTURE		\$0
ELECTRICAL UTILITY LINE EXTENSION		\$0
TRANSPORTATION ENGINEERING IMPROVEMENTS		\$4,200
TOTAL COST (VALUE) OF IMPROVEMENTS:		\$247,186
+20% CONTINGENCY:		\$49,437
<u>GRAND TOTAL:</u>		\$296,623

BOND AMOUNT:

\$297,000

FAITHFUL PERFORMANCE BOND

City of Moreno Valley  
County of Riverside  
State of California  
(Government Code Section 66499.1)

Public Improvements \$297,000.00

Project No. TM 32711

Bond No. 349794-S

Premium \$ 6,237.00  
Issac Genah and Gloria M. Genah, Trustors  
and Trustees of the CSA Revocable Trust  
Dated September 10, 1993, and Hanson

Surety INDEMNITY COMPANY OF CALIFORNIA

Principal A. H. Ho 2001 Family Trust

Address P.O. BOX 19725

Address 1430 Tangelo Lane

City/Zip IRVINE, CA 92623

City/Zip La Habra Heights, CA 90631

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **ISSAC GENAH AND GLORIA M. GENAH, TRUSTORS AND TRUSTEES OF THE CSA REVOCABLE TRUST DATED SEPTEMBER 10, 1993, AND HANSON A. H. HO 2001 FAMILY TRUST,** (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **TM 32711**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, said principal is required under the terms of said agreement to furnish bond for the faithful performance of said agreement;

NOW, THEREFORE, we the Principal, and INDEMNITY COMPANY OF CALIFORNIA, as Surety, are held and firmly bound to the City of Moreno Valley in the penal sum of **TWO HUNDRED NINETY-SEVEN THOUSAND AND NO/100** Dollars (**\*\*\*\$297,000.00\*\*\***), lawful money of the United States, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, successors, executors and administrator, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bonded Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As part of the obligation secured hereby, and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

Exhibit C

**FAITHFUL PERFORMANCE BOND (Page 2 of 2)**  
**PROJECT NO. TM 32711**

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. Surety further stipulates and agrees that the provisions of Section 2845 of the Civil Code are not a condition precedent to Surety's obligations hereunder and are hereby waived by Surety.

When the work covered by the agreement is complete, the City Council of the City of Moreno Valley will accept the work and thereupon the amount of the obligation of this bond is reduced by 90%, with the remaining 10% held as security for the one-year maintenance period provided for in the agreement(s).

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named on APRIL 16TH, 2009.

NAME OF PRINCIPAL: Issac Genah and Gloria M. Genah, Trustors and Trustees of the CSA Revocable Trust Dated September 10, 1993, and Hanson A. H. Ho 2001 Family Trust

Company Name

AUTHORIZED SIGNATURE(S): By

Gloria M. Genah owner

[Signature] owner

Name

Title

[Signature]

OWNER  
Title

NAME OF SURETY: INDEMNITY COMPANY OF CALIFORNIA

Company Name

AUTHORIZED SIGNATURE:

~~PHILIP VEGA~~

ITS ATTORNEY-IN-FACT

ATTACH NOTARIAL ACKNOWLEDGMENT OF SIGNATURE OF PRINCIPAL AND ATTORNEY-IN-FACT.  
BOND COMPANY - ATTACH POWER OF ATTORNEY

Approved as to form:

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

\_\_\_\_\_  
City Attorney  
City of Moreno Valley

**POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO BOX 19725, IRVINE, CA 92623 (949) 263-3300**

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

\*\*\*Phillip E. Vega, Frank Morones, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of December, 2005.

By:   
David H. Rhodes, Executive Vice-President

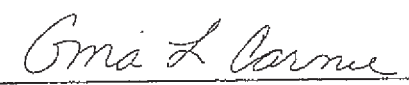
By:   
Walter A. Crowell, Secretary



STATE OF CALIFORNIA ]  
COUNTY OF ORANGE ]

On December 1, 2005 before me, Gina L. Garner, Notary Public (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or 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.

WITNESS my hand and official seal.

Signature 

(SEAL)



CERTIFICATE

The undersigned, as Assistant Secretary, of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 16TH day of APRIL, 2009.

By:   
Alben Hillebrand, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

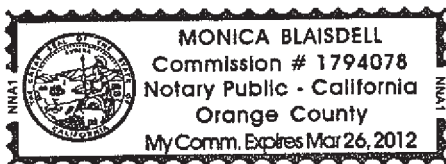
State of California

County of Los Angeles

On 4/16/09 before me, Monica Blaisdell, Notary  
Date Here Insert Name and Title of the Officer

personally appeared Philip Vega  
Name(s) of Signer(s)

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 Monica Blaisdell  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

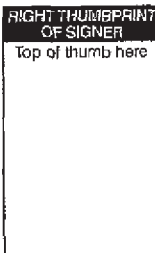
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**ALL PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On May 1, 2009 before me, Erika Magaleon, Notary Public,  
personally appeared Hanson Ho, Isaae Genah and Gloria Genah,  
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.

WITNESS my hand and official seal.

Signature *Erika Magaleon*



**OPTIONAL**

Title of Document \_\_\_\_\_

Document Date \_\_\_\_\_

Capacity(ies) of Signer(s)

Corporate Officer

Other: \_\_\_\_\_

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MATERIAL AND LABOR BOND

City of Moreno Valley  
County of Riverside  
State of California  
(Government Code Section 66499.2)

Public Improvements \$148,500.00

Project No. TM 32711

Bond No. 349794-S

Premium \$ 6,237.00  
Issac Genah and Gloria M. Genah, Trustors  
and Trustees of the CSA Revocable Trust  
Dated September 10, 1993, and Hanson

Surety INDEMNITY COMPANY OF CALIFORNIA

Principal A. H. Ho 2001 Family Trust

Address P.O. BOX 19725

Address 1430 Tangelo Lane

City/Zip IRVINE, CA 92623

City/Zip La Habra Heights, CA 90631

WHEREAS, the City Council of the City of Moreno Valley, County of Riverside, State of California, and **ISSAC GENAH AND GLORIA M. GENAH, TRUSTORS AND TRUSTEES OF THE CSA REVOCABLE TRUST DATED SEPTEMBER 10, 1993, AND HANSON A. H. HO 2001 FAMILY TRUST**, (hereinafter designated as "Principal") have entered into, or are about to enter into the attached agreement whereby Principal agrees to install and complete the above-designated public improvements, relating to **TM 32711**, which agreement is hereby referred to and made a part hereof; and,

WHEREAS, under the terms of said agreement, principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the City of Moreno Valley to secure the claims to which reference is made in Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code of the State of California.

NOW, THEREFORE, we the Principal, and the undersigned as corporate Surety, are held and firmly bound unto the City of Moreno Valley and all contractors, subcontractors, laborers, material persons and other persons employed in the performance of the aforesaid agreement and referred to in the aforesaid Civil Code in the sum of **ONE HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100** Dollars (**\*\*\*\$148,500.00\*\*\***), lawful money of the United States, for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, also in case suit is brought upon this bond, will pay, in addition to the face amount hereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgement therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Title 15 (commencing with Section 3082) of Part 4 of Division 3 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Exhibit D



POWER OF ATTORNEY FOR  
DEVELOPERS SURETY AND INDEMNITY COMPANY  
INDEMNITY COMPANY OF CALIFORNIA  
PO BOX 19725, IRVINE, CA 92613 (949) 263-3300

KNOW ALL MEN BY THESE PRESENTS, that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, do each, hereby make, constitute and appoint:

\*\*\*Phillip E. Vega, Frank Morones, jointly or severally\*\*\*

as their true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporations, as sureties, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporations could do, but reserving to each of said corporations full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolutions adopted by the respective Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, effective as of November 1, 2000:

RESOLVED, that the Chairman of the Board, the President and any Vice President of the corporation be, and that each of them hereby is, authorized to execute Powers of Attorney, qualifying the attorney(s) named in the Powers of Attorney to execute, on behalf of the corporations, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporations be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA have severally caused these presents to be signed by their respective Executive Vice President and attested by their respective Secretary this 1st day of December, 2005.

By:   
David H. Rhodes, Executive Vice-President

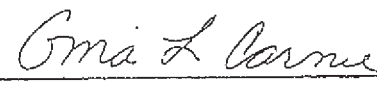
By:   
Walter A. Crowell, Secretary



STATE OF CALIFORNIA  
COUNTY OF ORANGE

On December 1, 2005 before me, Gina L. Garner, Notary Public (here insert name and title of the officer), personally appeared David H. Rhodes and Walter A. Crowell, personally known to me (or 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.

WITNESS my hand and official seal.

Signature 

(SEAL)



CERTIFICATE

The undersigned, as Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY and INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked, and furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney, are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, the 16TH day of APRIL, 2009.

By:   
Albert Hillbrand, Assistant Secretary

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On 4/16/09  
Date

before me,

Monica Blaisdell, Notary  
Here Insert Name and Title of the Officer

personally appeared Philip Vega  
Name(s) of Signer(s)

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 Monica Blaisdell  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

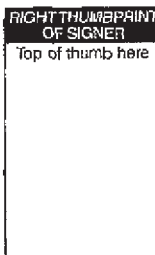
Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_

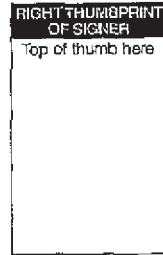
- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- Individual
- Corporate Officer — Title(s): \_\_\_\_\_
- Partner —  Limited  General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: \_\_\_\_\_



Signer Is Representing: \_\_\_\_\_

**ALL PURPOSE ACKNOWLEDGMENT**

State of California

County of Los Angeles

On May 1, 2009 before me, Erika Magaleon, Notary Public,  
personally appeared Hanson Ho, Isaae Genah and Gloria Genah,  
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.

WITNESS my hand and official seal.

Signature *Erika Magaleon*



*OPTIONAL*

Title of Document \_\_\_\_\_

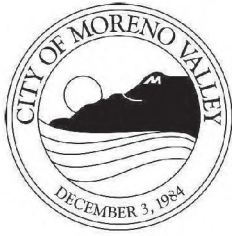
Document Date \_\_\_\_\_

Capacity(ies) of Signer(s)

Corporate Officer

Other: \_\_\_\_\_

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APPROVALS	
BUDGET OFFICER	<i>C. A. Vogt</i>
CITY ATTORNEY	<i>R. K. ...</i>
CITY MANAGER	<i>R. H. ...</i>

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 14, 2009

**TITLE:** NOTICE OF COMPLETION AND ACCEPTANCE OF MAINTENANCE AREA II ANNUAL SLURRY SEAL PROGRAM  
PROJECT NO. 08-12584830

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Accept the work as complete for Maintenance Area II Annual Slurry Seal Program, constructed by Doug Martin Contracting Co., Inc., 220 E. Foundation Ave., La Habra, CA 90631.
2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code.
3. Authorize the Financial and Administrative Services Director to release the retention to Doug Martin Contracting Co., Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.
4. Accept the improvements into the City's maintained road system.

### **BACKGROUND**

On November 12, 2008, the City Council awarded the construction contract to Doug Martin Contracting Co., Inc., for the Maintenance Area II Annual Slurry Seal Program. A Purchase Order in the amount of \$1,642,167.00 (the bid amount plus 10% contingency) was issued to the Contractor.

## **DISCUSSION**

Doug Martin Contracting Co., Inc. completed the construction of Maintenance Area II Annual Slurry Seal Program on May 18, 2009. The Contractor completed the work in sixty-four (64) working days.

The original contract total was one million, four hundred ninety-two thousand, eight hundred seventy-nine and no/100 dollars (\$1,492,879.00). One Contract Change Order increased the contract total by thirty-four thousand, seven hundred sixty-six and 57/100 dollars (\$34,766.57). The final contract total cost is one million, five hundred twenty-seven thousand, six hundred forty-five and 57/100 dollars (\$1,527,645.57), which did not exceed the amount of the approved purchase order.

## **ALTERNATIVES**

1. Accept the work as complete for Maintenance Area II Annual Slurry Seal Program, constructed by Doug Martin Contracting Co., Inc., 220 E. Foundation Ave., La Habra, CA 90631, direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Doug Martin Contracting Co., Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project, and accept the improvements into the City's maintained road system. *This alternative will result in payment to the contractor and acceptance of the improvements into the City's maintained road system.*
2. Do not accept the work as complete for Maintenance Area II Annual Slurry Seal Program, constructed by Doug Martin Contracting Co., Inc., 220 E. Foundation Ave., La Habra, CA 90631, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, do not authorize the Financial and Administrative Services Director to release the retention to Doug Martin Contracting Co., Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project, and do not accept the improvements into the City's maintained road system. *This alternative will result in delaying payment to the contractor, delaying acceptance of the improvements into the City's maintained road system, and incurring extra cost to the City.*

## **FISCAL IMPACT**

This project is funded by Measure A (Fund 125) monies and is included in the 2008/2009 Capital Improvement budget.



**AVAILABLE BUDGET:**

Available Funding (Account No. 125.84830).....	<b>\$2,260,754</b>
Total Funding .....	<b>\$2,260,754</b>

**FINAL CONSTRUCTION RELATED COSTS:**

Construction Contract.....	\$1,527,646
Stockpile Inspection and Quality Control.....	\$50,000
Materials Testing.....	\$20,000
Project Administration, Engineering and Inspection .....	<b>\$80,000</b>
Total Project Construction Costs.....	<b>\$1,677,646</b>

**CITY COUNCIL GOALS**

**PUBLIC SAFETY:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**SUMMARY**

Doug Martin Contracting Co., Inc. completed the construction of the Maintenance Area II Annual Slurry Seal Program on May 18, 2009. The City Council is requested to accept the work as complete, direct the City Clerk to record the Notice of Completion, authorize the release of retention to All American Asphalt, and accept the improvements into the City’s maintained road system.

**ATTACHMENTS**

Attachment “A” – Location Map

Prepared By:  
 Bruce E. Blank, P.E., L.S.  
 Consultant Project Manager

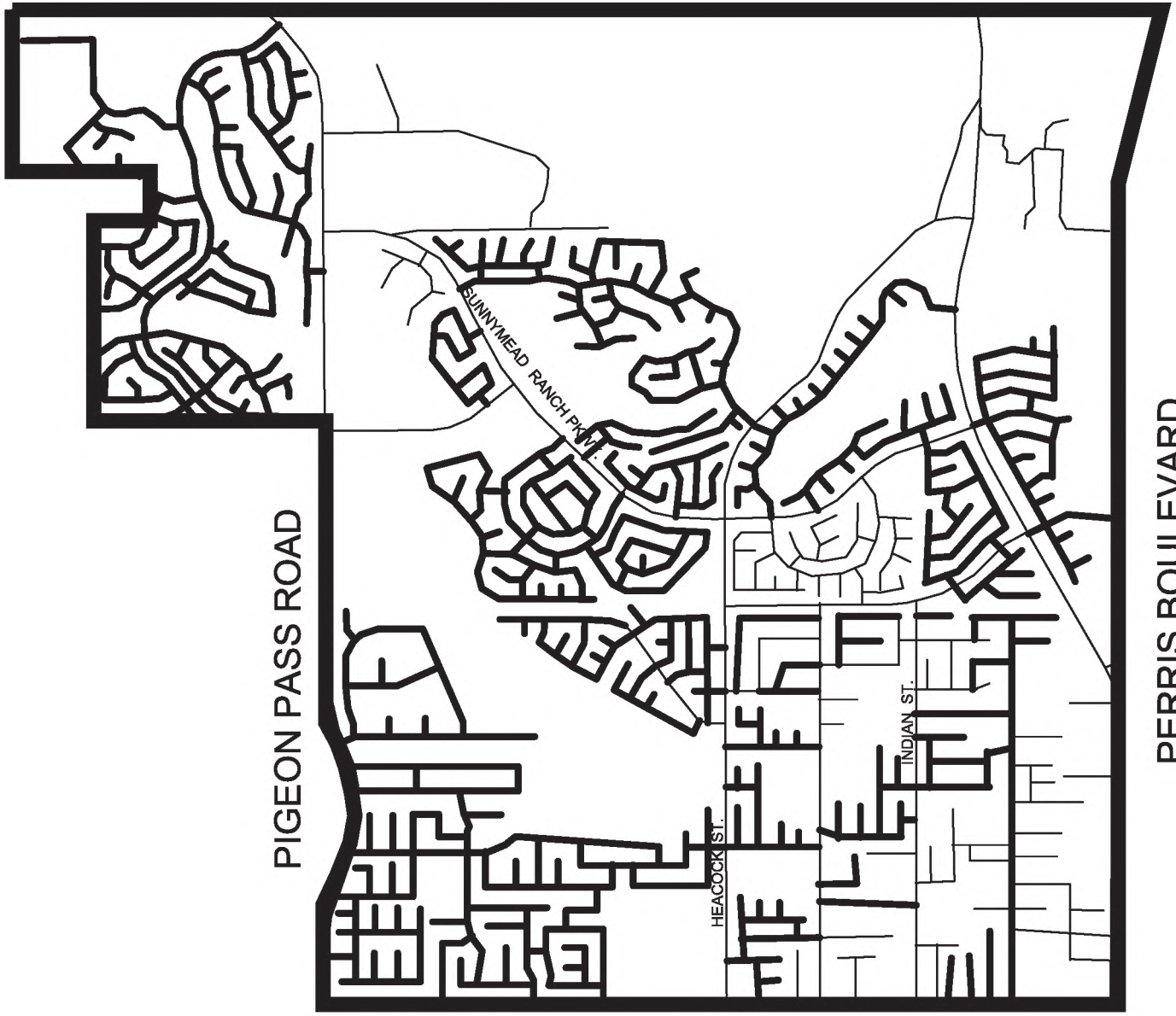
Department Head Approval:  
 Chris A. Vogt, P.E.  
 Public Works Director/City Engineer

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

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

W:\CapProj\CapProj\PROJECTS\Bruce - 08-12584830 - Area II Slurry Sea\CC Reports\Notice of Completion (CC 07-14-09)  
 REV061109.doc

CITY LIMITS



PIGEON PASS ROAD

PERRIS BOULEVARD

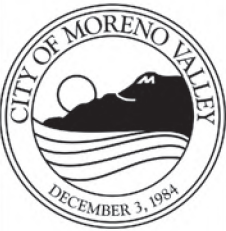
IRONWOOD AVENUE

LEGEND:

 SLURRY SEAL STREETS



# LOCATION MAP

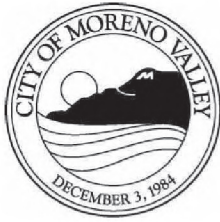


Public Works Department  
Capital Projects Division

ATTACHMENT "A"

PROJECT NO. 08-12584830  
AREA II SLURRY SEAL PROGRAM

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APPROVALS	
BUDGET OFFICER	<i>CAF</i>
CITY ATTORNEY	<i>KH</i>
CITY MANAGER	<i>RA</i>

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 14, 2009

**TITLE:** TRACT 31494 – PARTIALLY REDUCE FAITHFUL PERFORMANCE WARRANTY SECURITIES AND ACCEPT THE PARTIAL PUBLIC IMPROVEMENTS AS COMPLETE

DEVELOPER – COLLIE COURT DEVELOPMENT, LLC  
23205 SUNNYMEAD BLVD., SUITE 100  
MORENO VALLEY, CA 92552-7599

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Accept the partial Public Improvements, as complete, but not into the City's maintained street system.
2. Authorize the City Engineer to execute the partial reduction to the Faithful Performance warranty securities, and exonerate the remaining portion of the Faithful Performance warranty security once the developer has completed the improvements and when all clearances are received, including final fee reconciliation.

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

Not applicable.

## **BACKGROUND**

On January 22, 2004, the Planning Commission of the City of Moreno Valley reviewed and approved Tentative Tract Map 31494, subject to the Conditions of Approval. The project subdivided 7.60-net acres into 12 single-family residential lots.

On September 25, 2007, the City Council for the City of Moreno Valley approved the final map and accepted the Agreement for Public Improvements and \$121,000 cash security for the warranty portion of Tract 31494 from Collie Court Development, Ltd.

The public improvements for the tract include asphalt paving, curb, gutter, sidewalk, driveway approaches, street lights, landscaping, storm drain, water, and sewer. These public improvements received on-going inspection during the construction process.

On April 15, 2008, the city returned \$4,800 of the warranty security amount to the developer for completion of the installation of the survey monumentation, leaving \$116,200 of security remaining for warranty purposes. The Public Works/Land Development inspection staff recently performed a warranty inspection and the only remaining improvements include corrections to the storm drain system and erosion control facilities. As stated in the Subdivision Map Act (SMA) Section 66499.7.d, the City is able to retain the appropriate amount for warranty purposes, in the amount estimated for the work remaining to be completed.

A partial reduction of the warranty security does not deem the improvements accepted into the City's maintained street system. Therefore, the developer must continue to maintain the improvements until such time as the City accepts the improvements into the City's maintained street system (SMA Section 66499.7.d).

## **DISCUSSION**

Public Works, Land Development staff has identified that \$111,200 worth of the remaining public improvements warranty items have been completed during the warranty period for Tract 31494 in accordance with the approved plans and the standards of the City of Moreno Valley. It is therefore appropriate to accept those improvements as complete and to provide a partial reduction of \$111,200 to the Faithful Performance warranty security for Tract 31494 in accordance with LDD Policy No. 2008-09 and SMA Section 66499.7.a. Once the developer completes the remaining punch list warranty items, the City will accept the streets and public improvements associated with the project into the maintained system. The warranty period will be effective until all the improvements are complete and approved by City Council.

This action reduces the remaining Faithful Performance warranty security for Tract 31494 from \$116,200 to \$5,000 for those improvements still to be completed.

**ALTERNATIVES**

1. Accept the partial Public Improvements, as complete, but not into the City's maintained street system. Authorize the City Engineer to execute the partial reduction to the Faithful Performance warranty securities, and exonerate the remaining portion of the Faithful Performance warranty security once the developer has completed the improvements and when all clearances are received, including final fee reconciliation. *The partial improvements have been completed according to City of Moreno Valley Standards, but shall not be included in the City's maintained street system.*
2. Do not accept the partial Public Improvements, as complete, nor into the City's maintained street system. Do not authorize the City Engineer to execute the partial reduction to the Faithful Performance warranty securities, and exonerate the remaining portion of the Faithful Performance warranty security once the developer has completed the improvements and when all clearances are received, including final fee reconciliation. *The partial improvements have been completed according to City of Moreno Valley Standards, but shall not be included in the City's maintained street system.*

**FISCAL IMPACT**

Not applicable.

**CITY COUNCIL GOALS**

Not applicable.

**NOTIFICATION**

Publication of agenda.

**EXHIBITS**

Exhibit "A" – Vicinity Map

Prepared By  
Anitra N. Holt  
Management Analyst

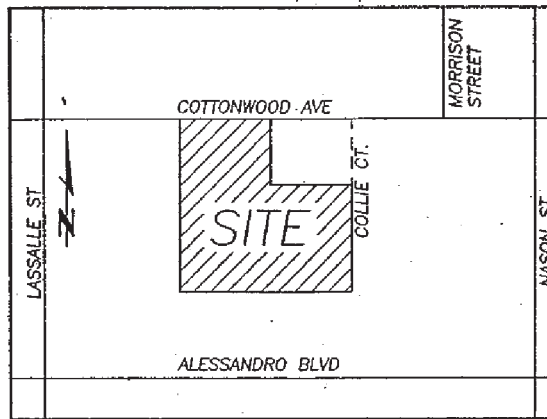
Department Head Approval  
Chris A. Vogt, P.E.  
Public Works Director/City Engineer

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

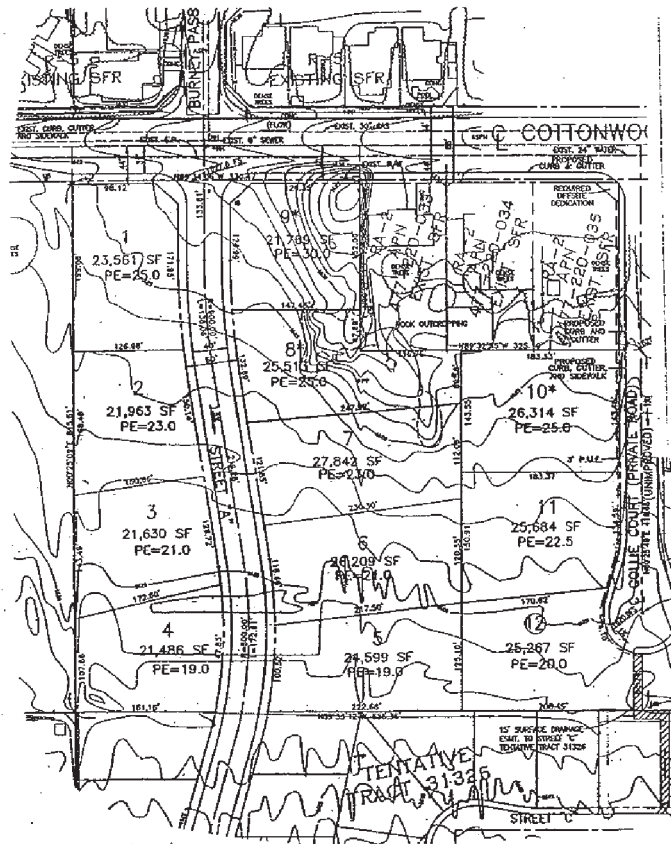
Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

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VICINITY MAP  
NOT TO SCALE

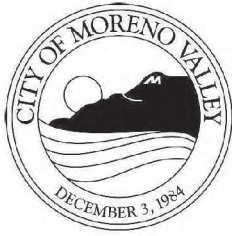


**CITY OF MORENO VALLEY**  
**PUBLIC WORKS - LAND DEVELOPMENT**  
 Exhibit A

**TR 31494**  
**LOCATION MAP**

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

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## Report to City Council

---

**TO:** Mayor and City Council

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

**AGENDA DATE:** July 14, 2009

**TITLE:** AUTHORIZATION TO ISSUE PURCHASE ORDER TO SOUTHERN CALIFORNIA EDISON (SCE) FOR RELOCATION OF UTILITIES FOR THE KITCHING STREET IMPROVEMENTS PROJECT -- PROJECT NO. 06-50182425

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Authorize the issuance of a Purchase Order to SCE in the amount of \$434,500 (\$395,000 plus 10% contingency) from Account No. 501.82425.7500.
2. Authorize payment to SCE in an amount up to \$434,500 for relocation of SCE facilities associated with the Kitching Street Improvements project.

### **BACKGROUND**

The Kitching Street Improvements project proposes to connect Kitching Street to Alessandro Boulevard and widen the remaining roadway to the ultimate paved width to provide four (4) travel lanes with curb and gutter for the full length of the improvements (Gentian Avenue to Alessandro Boulevard). The project will also widen two existing roadway crossings over the Kitching Street Flood Control Channel to provide for ultimate widths at Alessandro Boulevard and John F. Kennedy Drive. Proposed project improvements include turning lanes at intersections, new bus stops, traffic signal modifications, streetlights, related storm drain facilities, and a new traffic signal at the intersection of Cactus Avenue and Kitching Street.

On August 26, 2008, the City Council adopted a Mitigated Negative Declaration (MND) for the roadway improvements for Kitching Street from Gentian Avenue to Alessandro Boulevard.

## DISCUSSION

This project involves connecting Kitching Street to Alessandro Boulevard and widening the remaining roadway to the ultimate paved width to provide four (4) travel lanes with curb and gutter for the full length Kitching Street from Gentian Avenue to Alessandro Boulevard. As part of the street widening project, it is necessary to relocate existing SCE facilities. SCE enjoys prior rights since their facilities are located within SCE's easement adjacent to the Kitching Street right of way. Consequently, the cost of relocating SCE's facilities is to be paid by the City. These facilities include relocation and/or vertical adjustments of 10 poles, adjustment of three vaults, and relocation of transmission, distribution and telecom lines.

## ALTERNATIVES

1. Authorize the issuance of a Purchase Order to SCE in the amount of \$434,500 (\$395,000 plus 10% contingency) from Account No. 501.82425.7500; and authorize payment to SCE in an amount up to \$434,500 for relocation of SCE facilities associated with the Kitching Street Improvements project. *This alternative will facilitate completion of the project in a timely manner.*
2. Do not authorize the issuance of a Purchase Order to SCE in the amount of \$434,500 (\$395,000 plus 10% contingency) from Account No. 501.82425.7500; and do not authorize payment to SCE in an amount up to \$434,500 for relocation of SCE facilities associated with the Kitching Street Improvements project. *This alternative will delay the project.*

## FISCAL IMPACT

The project is funded using 2005 Lease Revenue Bond funds (Fund 501) and City Development Impact Fees (DIF) for traffic signals (Fund 417). There are sufficient monies to fund the SCE relocations. Construction funds are anticipated to be appropriated in the future. There is no impact to the General Fund.

### BUDGETED FUNDS:

Fiscal Year 2008/2009 (Acct. No. 501.82425).....	\$3,704,000
Fiscal Year 2008/2009 (Acct. No. 417.79125).....	\$ 24,000
<b>Total Available Funds .....</b>	<b>\$3,728,000</b>

### ESTIMATED PROJECT COSTS:

Design-related Costs.....	\$ 689,000
SCE Relocation Costs.....	\$ 434,500
Other Utility Relocation Costs .....	\$ 185,500
Environmental Mitigation and Fees .....	\$ 75,000
<b>Total Design and Right-of-way Costs.....</b>	<b>\$ 1,384,000</b>

**ANTICIPATED SCHEDULE:**

Design and Right-of-way Phase.....	January 2008 to June 2009
Utility Relocation .....	August 2009 to December 2009
Construction (Phase 1)* .....	March 2010 to September 2010

*\* Tentative subject to funding*

**CITY COUNCIL GOALS**

**PUBLIC SAFETY:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**SUMMARY**

This action authorizes issuance of a Purchase Order in the amount of \$434,500 to SCE for relocation of facilities owned by Southern California Edison associated with the widening of Kitching Street from Gentian Street to Alessandro Boulevard.

**ATTACHMENTS**

Attachment "A" – Location Map

Attachment "B" – Purchase Requisition for Southern California Edison

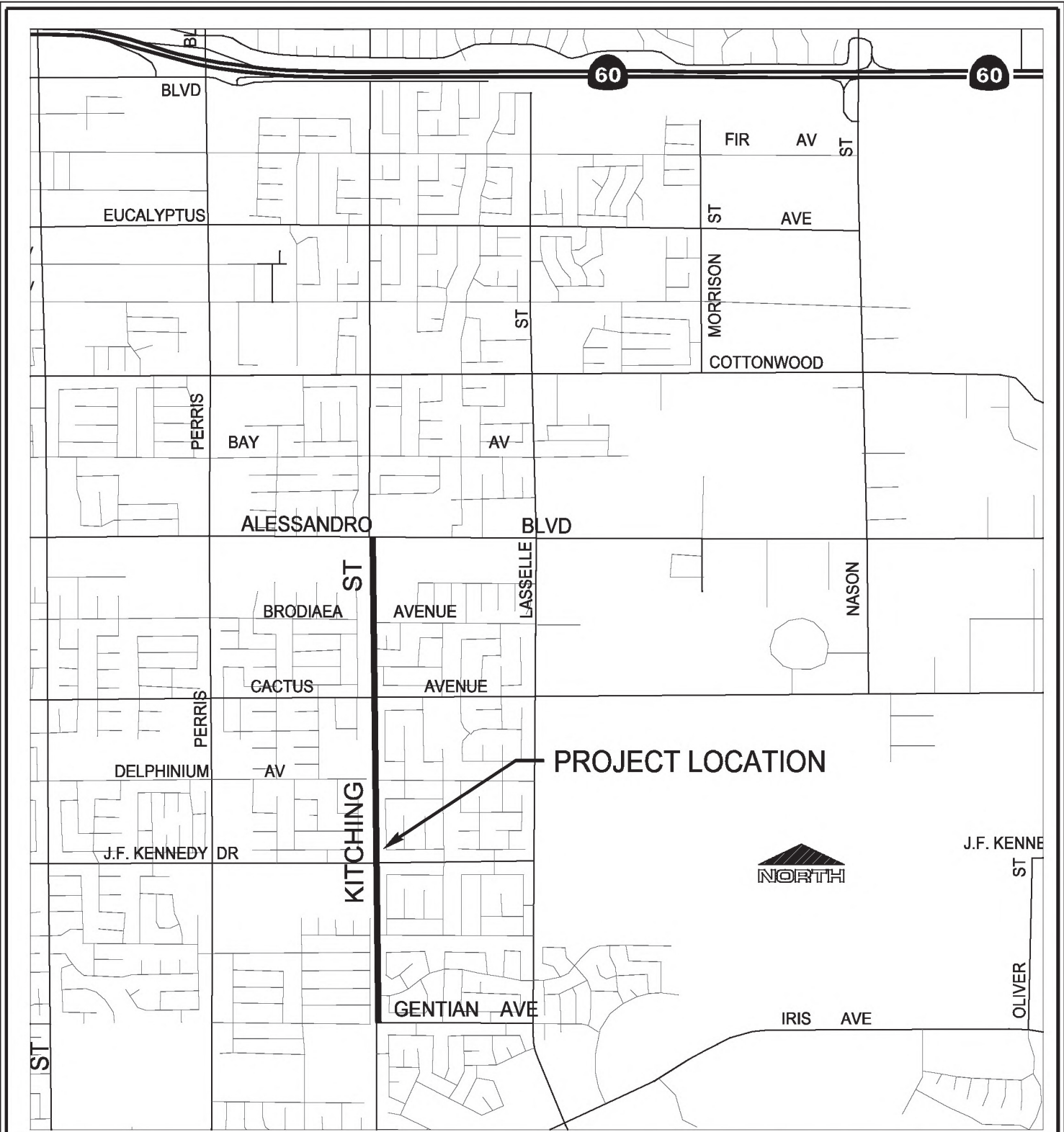
Prepared By:  
Viren A. Shah, P.E.  
Consultant Project Manager

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

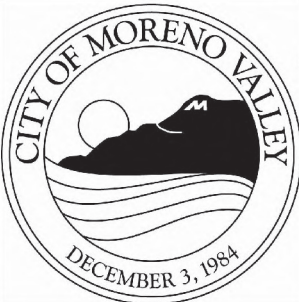
Concurred By:  
Prem Kumar, P.E.  
Deputy Public Works Director/Assistant City Engineer

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

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# LOCATION MAP



Public Works Department  
Capital Projects Division

Scale: None

ATTACHMENT "A"

**KITCHING STREET  
FROM GENTIAN AVE TO ALESSANDRO BLVD  
PROJECT NO. 07-50182425**

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April 2, 2009

Mr. Viren Shah, Contract Project Manager  
City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, CA 92552

RE: Estimate of SCE Costs for Materials and Relocation of Facilities for the Widening of Kitching Street

Dear Viren:

As you are aware, the team has been working with SCE for over a year on the relocation of their facilities that will result from the widening of Kitching Street. SCE will not provide a comprehensive estimate until they have received feedback from all of their departments (Distribution, Transmission, and Telecom). Based on SCE's current schedule they will probably not be providing an estimate until late July. We do anticipate receiving SCE's estimate for their Transmission poles any day.

Since the transmission poles are the largest constraint to work around, and since it will take 8 weeks for the City to authorize payment to SCE, it seems advisable to pursue an authorization now rather than wait until July and then have the 8 week clock starting. To assist you in this strategy, we have put together an estimate of the SCE costs. Please note that this is an estimate based on our past experience, and on meetings and communication we have had with SCE on this project. SCE's final numbers may vary from our estimate.

The major work items for SCE are as follows:

1. Relocation of Transmission poles near Alessandro: 4 poles x \$40K/ pole = \$160K
2. Vertical adjustment of SCE vaults: 3 vaults x \$10K/vault = \$30K
3. New Distribution poles near Gentian due to vertical adjustment: 4 poles x \$12.5K/ = \$50K
4. New Transmission pole at JFK: \$30K
5. New Transmission pole + Guy pole at Delphinium: 50K
6. SCE Engineering cost: Total 40K - 25K deposit (paid) = 15K

1875 California Avenue  
Corona CA 92881  
T: 951/280-3300  
F: 951/280-0279

[www.proactiveengineering.net](http://www.proactiveengineering.net)

7. Distribution line relocation cost = 40K
8. Telecom line relocation cost = 20K

The total estimate for SCE relocation of facilities, including materials, is \$395K.

Thank you for the opportunity to be of service.

Sincerely,



Tom Braun, PE  
Principal

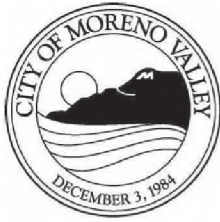


Michael Ng, PE  
Senior Project Manager

1875 California Avenue  
Corona CA 92881  
T: 951/280-3300  
F: 951/280-0279

[www.proactiveengineering.net](http://www.proactiveengineering.net)

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APPROVALS	
BUDGET OFFICER	<i>CAF</i>
CITY ATTORNEY	<i>Rut</i>
CITY MANAGER	<i>PH</i>

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 14, 2009

**TITLE:** PARCEL MAP 35859 – APPROVAL OF COOPERATIVE AGREEMENT FOR PERRIS VALLEY MASTER DRAINAGE PLAN LATERAL B-1, STAGE 2 AND LATERAL B-1.2, BETWEEN THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT, CITY OF MORENO VALLEY, AND FIRST INDUSTRIAL, L.P.

NANDINA AVENUE WEST OF PERRIS AND ON PERRIS BLVD.  
NORTH AND SOUTH OF NANDINA AVENUE

DEVELOPER – FIRST INDUSTRIAL, L.P.  
C/O FIRST INDUSTRIAL REALTY TRUST, INC.  
114 PACIFICA, SUITE 220  
IRVINE, CA 92618

---

### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District, City of Moreno Valley, and FIRST INDUSTRIAL, L.P. for Perris Valley Master Drainage Plan Lateral B-1, Stage 2, and Lateral B-1.2.
2. Authorize the Mayor to execute the Cooperative Agreement.
3. Direct the City Clerk to forward the signed Cooperative Agreement to Riverside County Flood Control and Water Conservation District.

**ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable.

**BACKGROUND**

On November 07, 2007, the Planning Commission of the City of Moreno Valley approved Tentative Parcel Map 35859. The tentative parcel map is a proposal to build two distribution warehouse buildings totaling 880,000 square feet on approximately 40 acres of land located at the northwest corner of Perris Blvd and Nandina Avenue. The final map, Agreement for Public Improvements, and bonds for Parcel Map 35859 have not been submitted for approval to the City Council.

**DISCUSSION**

As a condition of approval for Parcel Map 35859, the City requires the Developer to construct certain storm drain facilities in order to provide flood protection and drainage for the Developer's planned development. The Cooperative Agreement is the District's mechanism by which the District, the City, and the Developer coordinate the construction and maintenance of Master Storm Drain facilities.

The required facilities for this project include construction of approximately 1,345 linear feet of reinforced concrete box culvert and underground storm drain system called Lateral B-1 Stage 2, and construction of 1,330 linear feet of underground storm drain system called Lateral B-1.2, and three stub out laterals totaling approximately 70 linear feet.

The Developer will be responsible for the design and construction of the project. The Developer will prepare plans and specifications in accordance with the District's and the City's standards and submit improvement plans to the District and the City for review and approval.

The District is willing to review the plans and specifications, provide inspection for the construction, and accept ownership and responsibility for the maintenance of the District's Drainage Facilities, if the developer meets all requirements of the agreement.

The City is willing to review the plans and specifications, provide inspection for the construction, and accept ownership and responsibility for the maintenance of the City's Drainage Facilities, if the developer meets all requirements of the agreement. The City will also consent to the recordation and conveyance of Irrevocable Offers(s) of Dedication furnished by the Developer, and hold a Faithful Performance bond and Material and Labor bond for both the District's Drainage Facility and the City's Drainage Facility.

The Storm Drain improvements will be bonded for by the Developer and submitted to City Council for approval as part of the Agreement for Public Improvements for Perris Valley Master Drainage Plan - Lateral B-1 Stage 2 and Lateral B-1.2. Agreement will be executed prior to any issuance of encroachment permits for construction of the said

facilities. Upon completion of the Storm Drain Improvements and after the City Council and RCFC & WD accept the project; the City will only then release any bonds.

### **ALTERNATIVES**

1. Approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District, City of Moreno Valley, and First Industrial L.P. for Perris Valley Master Drainage Plan Lateral B-1, Stage 2, and Lateral B-1.2. Authorize the Mayor to execute the Cooperative Agreement. Direct the City Clerk to forward the signed Cooperative Agreement to Riverside County Flood Control and Water Conservation District. *Approval of staff's recommendations will allow the Developer to construct the Perris Valley Master Drainage Plan Lateral B-1, Stage 2 and Lateral B-1.2. Approval of this alternative is consistent with Policy Statement 7.10 of Objective 7.0 of the Public Health and Safety Element of the General Plan.*
  
2. Do not approve the Cooperative Agreement between the Riverside County Flood Control and Water Conservation District, City of Moreno Valley, and First Industrial L.P. for Perris Valley Master Drainage Plan Lateral B-1, Stage 2, and Lateral B-1.2. Do not authorize the Mayor to execute the Cooperative Agreement. Do not direct the City Clerk to forward the signed Cooperative Agreement to Riverside County Flood Control and Water Conservation District. *Not approving staff's recommendation would result in the Developer not constructing the Perris Valley Master Drainage Plan Lateral B-1, Stage 2 and Lateral B-1.2.*

### **FISCAL IMPACT**

There is no fiscal impact associated with Alternative 1. On June 24, 2008, the City Council approved the formation of Community Facilities District No. 7 ("CFD No. 7") and authorized a maximum bond issuance of \$18,250,000 for the three Improvement Areas. Of the \$10,000,000 maximum authorized bond issuance for Improvement Area No. 1 of CFD No. 7, the Acquisition and Financing Agreement identifies approximately \$7,177,610 for flood control improvements and sets forth the terms for reimbursement to the Developer for funding the costs for design and construction of the Perris Valley Master Drainage Plan Lateral B-1, Stage 2 and Lateral B-1.2.

### **CITY COUNCIL GOALS**

#### **PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

### **NOTIFICATION**

Publication of agenda

**ATTACHMENTS**

Attachment 1 – Vicinity Map

Attachment 2 – Cooperative Agreement Moreno Perris Valley MDP – Lateral B-1, Stage 2, Perris Valley MDP – Lateral B-1.2, with Exhibits A & B



Prepared By  
Guy Pegan, P.E.  
Senior Engineer

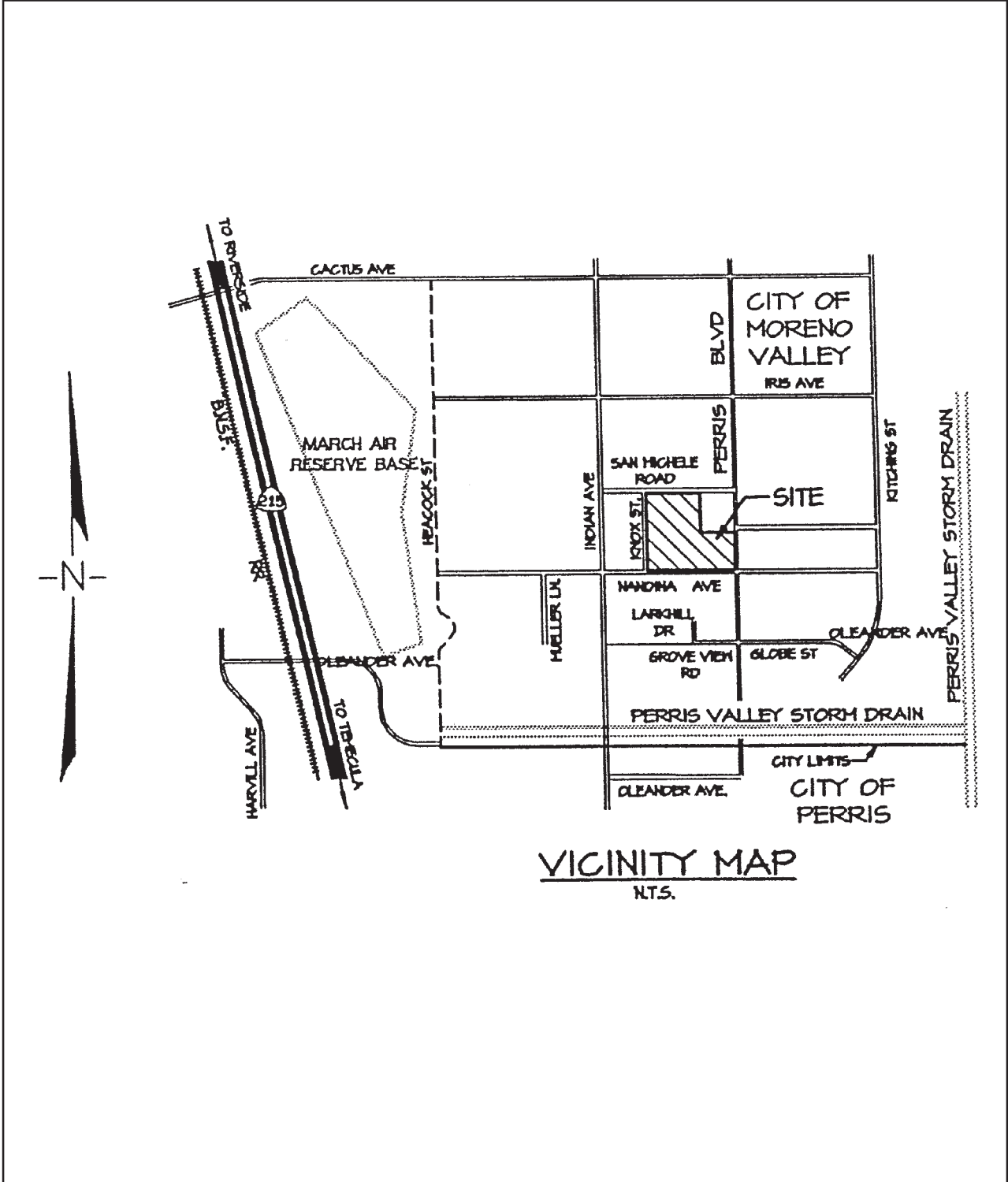
Department Head Approval  
Chris A. Vogt, P.E.  
Public Works Director/City Engineer

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

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

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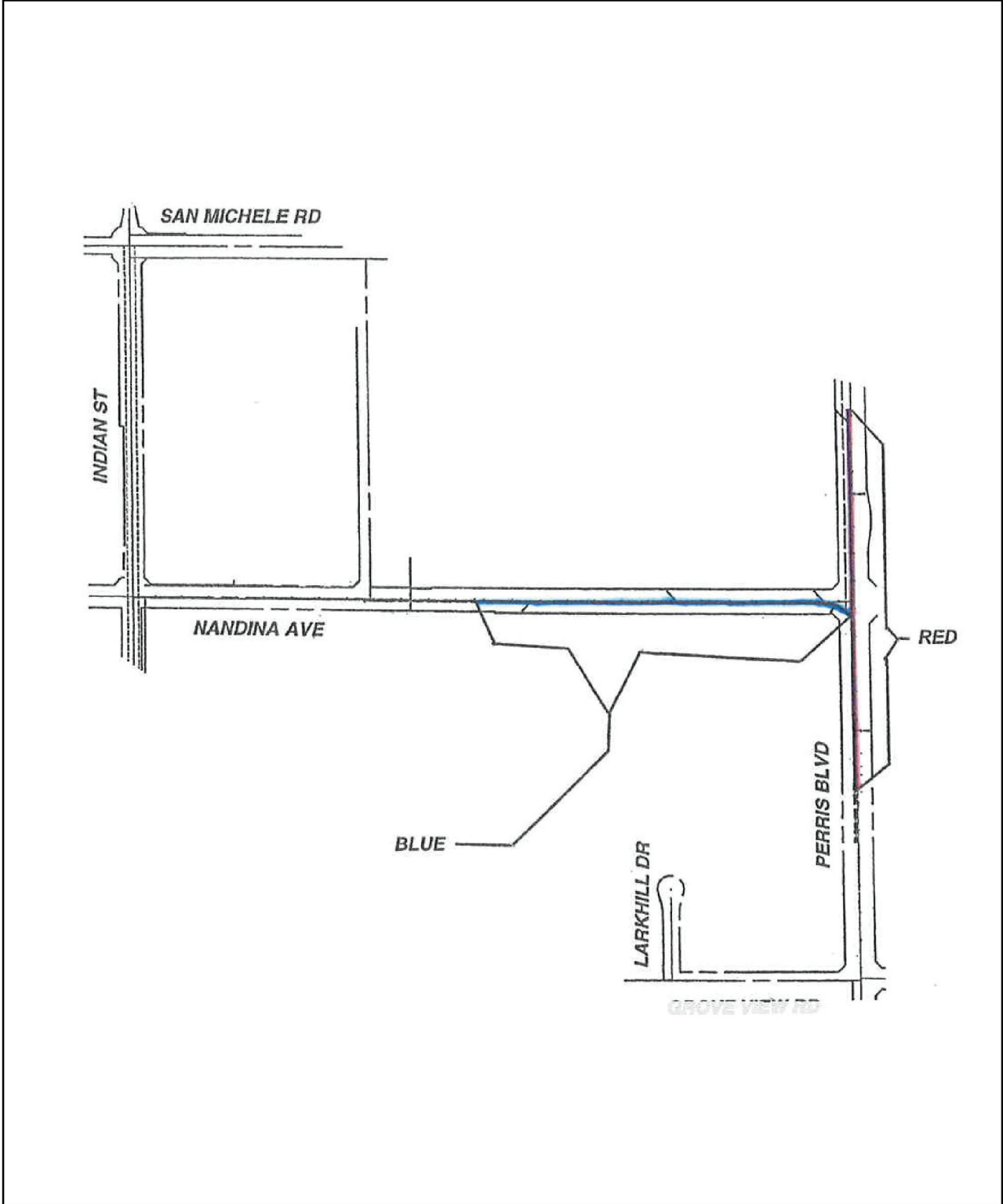


VICINITY MAP  
N.T.S.

**CITY OF MORENO VALLEY**  
**PUBLIC WORKS - LAND DEVELOPMENT**  
 Attachment 1

**PM 35859**  
**VICINITY MAP**  
 Page 1 of 2

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

**PM 35859  
VICINITY MAP  
Page 2 of 2**

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1 components of DISTRICT'S Perris Valley MDP and drain into DISTRICT'S Perris Valley MDP  
2 Line B; and

3 C. LATERAL B-1, STAGE 2 and LATERAL B-1.2 are among the identified  
4 drainage improvements that are proposed to be financed through Community Facilities District  
5 No. 7 of the City of Moreno Valley, formed by CITY on June 24, 2008, under the authority of  
6 the Mello-Roos Community Facilities Act of 1982 to provide, among other things, a means of  
7 financing the construction of the subject drainage facilities; and  
8

9 D. Prior to the issuance of the first series of bonds for Community Facilities  
10 District No. 7 of the City of Moreno Valley, DISTRICT, CITY and DEVELOPER, together  
11 with additional parties that are not parties to this Agreement, anticipate entering into a separate  
12 Joint Community Facilities Agreement, hereinafter called the "CFD No. 7 JCFA", whereby the  
13 Community Facilities District No. 7 of the City of Moreno Valley will attempt to sell bonds for  
14 the purpose of reimbursing DEVELOPER for costs associated with the construction of  
15 DISTRICT DRAINAGE FACILITIES; and  
16

17 E. It is the intent of DISTRICT, CITY and DEVELOPER that this Agreement  
18 shall principally address matters pertaining to the design, construction and inspection of  
19 DISTRICT DRAINAGE FACILITIES and DISTRICT'S acceptance thereof for ownership,  
20 operation and maintenance. It is the intent of DISTRICT, CITY and DEVELOPER that CFD  
21 No. 7 JCFA shall principally address matters pertaining to formation of Community Facilities  
22 District No. 7 of the City of Moreno Valley and the procedures DEVELOPER must follow to  
23 obtain reimbursement from Community Facilities District No. 7 of the City of Moreno Valley  
24 for constructing DISTRICT DRAINAGE FACILITIES including, but not limited to, "public  
25 works" contracting requirements; and  
26  
27  
28

1 F. Associated with the construction of DISTRICT DRAINAGE FACILITIES  
 2 is the construction of certain catch basins, inlets, laterals and connector pipes located within  
 3 CITY held easements or rights of way, hereinafter called "APPURTENANCES". Together,  
 4 DISTRICT DRAINAGE FACILITIES and APPURTENANCES are hereinafter called  
 5 "PROJECT"; and

6 G. DEVELOPER and CITY desire DISTRICT to accept ownership and  
 7 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES.  
 8 Therefore, DISTRICT must review and approve DEVELOPER'S plans and specifications, and  
 9 subsequently inspect the construction of DISTRICT DRAINAGE FACILITIES; and

10 H. DEVELOPER and DISTRICT desire CITY to accept ownership and  
 11 responsibility for the operation and maintenance of APPURTENANCES. Therefore, CITY  
 12 must review and approve DEVELOPER'S plans, specifications and subsequently inspect the  
 13 construction of PROJECT; and

14 I. DISTRICT is willing to (i) review and approve DEVELOPER'S plans and  
 15 specifications for PROJECT, (ii) inspect the construction of DISTRICT DRAINAGE  
 16 FACILITIES, and (iii) acquire ownership and assume responsibility for the operation and  
 17 maintenance of DISTRICT DRAINAGE FACILITIES in accordance with the provisions of the  
 18 anticipated CFD No. 7 JCFA, provided DEVELOPER (i) complies with this Agreement, (ii)  
 19 pays DISTRICT the amounts specified herein to cover DISTRICT'S plan review and  
 20 construction inspection costs, (iii) constructs PROJECT in accordance with plans and  
 21 specifications approved by DISTRICT and CITY, (iv) obtains all necessary permits, regulatory  
 22 permits, licenses and rights of entry as set forth herein, and (v) accepts ownership and  
 23 responsibility for the operation and maintenance of PROJECT following completion of  
 24 PROJECT construction until such time as DISTRICT accepts ownership and responsibility for  
 25  
 26  
 27  
 28

1 the operation and maintenance of DISTRICT DRAINAGE FACILITIES and CITY accepts  
2 ownership and responsibility for the operation and maintenance of APPURTENANCES; and

3 J. CITY is willing to (i) review and approve plans and specifications prepared  
4 by DEVELOPER for PROJECT, (ii) inspect the construction of PROJECT, (iii) accept and hold  
5 faithful performance and payment bonds submitted by DEVELOPER for DISTRICT  
6 DRAINAGE FACILITIES, (iv) grant DISTRICT the right to inspect, operate and maintain  
7 DISTRICT DRAINAGE FACILITIES within CITY rights of way, and (v) accept ownership  
8 and responsibility for the operation and maintenance of APPURTENANCES, provided  
9 PROJECT is constructed in accordance with plans and specifications approved by DISTRICT  
10 and CITY; and

12 K. Additionally, in accordance with the provisions of the anticipated CFD No.  
13 7 JCFA, CITY is willing to (i) review and approve DEVELOPER'S bid documents prior to  
14 DEVELOPER'S award of a construction contract for PROJECT, and (ii) monitor  
15 DEVELOPER'S bidding and contract procedures for conformance with the applicable  
16 provisions of the Public Contract Code which apply to DISTRICT.  
17

18 NOW, THEREFORE, the parties hereto mutually agree as follows:

19 SECTION I

20 DEVELOPER shall:

21 1. Prepare PROJECT plans and specifications, as shown on District Drawing  
22 No. 4-954, hereinafter called "IMPROVEMENT PLANS", in accordance with DISTRICT and  
23 CITY standards, and submit to DISTRICT and CITY for their review and approval.  
24

25 2. Continue to pay DISTRICT, within thirty (30) days after receipt of periodic  
26 billings from DISTRICT, any and all such amounts as are deemed reasonably necessary by  
27 DISTRICT to cover DISTRICT'S costs associated with the review of IMPROVEMENT PLANS  
28



1 and with the processing and administration of this Agreement. Additionally, deposit with  
2 CITY, any and all such amounts as are deemed reasonably necessary by CITY to cover CITY'S  
3 costs associated with the review of IMPROVEMENT PLANS and with the processing and  
4 administration of this Agreement.

5           3. Deposit with DISTRICT (Attention: Business Office – Accounts  
6 Receivable), at the time of providing written notice to DISTRICT of the start of DISTRICT  
7 DRAINAGE FACILITIES construction as set forth in Section I.8. herein, the estimated cost of  
8 providing construction inspection for DISTRICT DRAINAGE FACILITIES in an amount as  
9 determined and approved by DISTRICT in accordance with Ordinance Nos. 671 and 749 of the  
10 County of Riverside, including any amendments thereto, based upon the bonded value of  
11 DISTRICT DRAINAGE FACILITIES to be inspected, operated and maintained by DISTRICT.  
12 Additionally, deposit with CITY (Attention: Public Works/Land Development), at the time of  
13 providing written notice to DISTRICT of the start of PROJECT construction as set forth in  
14 Section I.8., the estimated cost of providing construction inspection in an amount as determined  
15 and approved by CITY in accordance with the most recent City Code and Fee Resolution of  
16 CITY, including any amendments thereto.

17  
18  
19           4. [This Section Intentionally Left Blank.]

20           5. Secure, at its sole cost and expense, all necessary licenses, agreements,  
21 permits and rights of entry as may be needed for the construction, inspection, operation and  
22 maintenance of DISTRICT DRAINAGE FACILITIES. DEVELOPER shall furnish  
23 DISTRICT, at the time of providing written notice to DISTRICT of the start of construction as  
24 set forth in Section I.8., with sufficient evidence of DEVELOPER having secured such  
25 necessary licenses, agreements, permits and rights of entry, as determined and approved by  
26 DISTRICT.  
27  
28

1           6.   Furnish DISTRICT with copies of all permits, approvals or agreements  
2 required by any Federal or State resource and/or regulatory agency for the construction,  
3 operation and maintenance of DISTRICT DRAINAGE FACILITIES. Such documents include  
4 but are not limited to those issued by the U.S. Army Corps of Engineers, California Regional  
5 Water Quality Control Board, California State Department of Fish and Game, and State Water  
6 Resources Control Board.

7  
8           7.   Provide CITY, prior to providing written notice to DISTRICT of the start  
9 of construction as set forth in Section I.8., with a faithful performance bond in the amount of  
10 one hundred percent (100%) of the estimated cost for construction of DISTRICT DRAINAGE  
11 FACILITIES as determined by DISTRICT and a material and labor bond in the amount of fifty  
12 percent (50%) of the estimated cost for construction of DISTRICT DRAINAGE FACILITIES  
13 as determined by DISTRICT. The surety, amount and form of the bonds shall be subject to the  
14 approval of DISTRICT and CITY. The bonds shall remain in full force and effect until  
15 DISTRICT DRAINAGE FACILITIES are accepted by DISTRICT as complete; at which time  
16 the faithful performance bond amount may be reduced to ten percent (10%) for a period of one  
17 year to guarantee against any defective work, labor or materials.

18  
19           8.   Notify DISTRICT in writing (Attention: Administrative Services Section)  
20 at least twenty (20) days prior to the start of construction of DISTRICT DRAINAGE  
21 FACILITIES. Construction shall not begin on any element of DISTRICT DRAINAGE  
22 FACILITIES for any reason whatsoever, until DISTRICT has issued to DEVELOPER a written  
23 Notice to Proceed authorizing DEVELOPER to commence construction of DISTRICT  
24 DRAINAGE FACILITIES.

25  
26           9.   Grant DISTRICT, by execution of this Agreement, the right to enter upon  
27 DEVELOPER'S property where necessary and convenient for the purpose of gaining access to,  
28

1 and performing inspection service for, the construction of DISTRICT DRAINAGE  
2 FACILITIES as set forth herein.

3 10. [This Section Intentionally Left Blank.]

4 11. [This Section Intentionally Left Blank.]

5 12. No less than thirty (30) days prior to advertising for bids for construction of  
6 PROJECT, provide CITY with a copy of DEVELOPER'S bid solicitation documents for review  
7 and approval in conformance with the applicable provisions of the Public Contract Code which  
8 apply to DISTRICT.

9  
10 13. Furnish DISTRICT, at the time of providing written notice to DISTRICT of  
11 the start of construction as set forth in Section I.8., with a complete list of all contractors and  
12 subcontractors to be performing work on DISTRICT DRAINAGE FACILITIES, including the  
13 corresponding license number and license classification of each. At such time, DEVELOPER  
14 shall further identify in writing its designated superintendent for DISTRICT DRAINAGE  
15 FACILITIES construction.

16  
17 14. Furnish DISTRICT, at the time of providing written notice to DISTRICT of  
18 the start of construction as set forth in Section I.8., a construction schedule which shall show the  
19 order and dates in which DEVELOPER or DEVELOPER'S contractor proposes to carry on the  
20 various parts of work, including estimated start and completion dates. As construction of  
21 DISTRICT DRAINAGE FACILITIES progresses, DEVELOPER shall update said construction  
22 schedule as requested by DISTRICT.

23  
24 15. Furnish DISTRICT with final mylar IMPROVEMENT PLANS and assign  
25 their ownership to DISTRICT prior to the start of DISTRICT DRAINAGE FACILITIES  
26 construction.

27

28

1           16. Not permit any change to or modification of IMPROVEMENT PLANS  
2 without the prior written permission and consent of DISTRICT.

3           17. Comply with all Cal/OSHA safety regulations including regulations  
4 concerning confined space and maintain a safe working environment for DEVELOPER and  
5 DISTRICT employees on the site.

6           18. Furnish DISTRICT, at the time of providing written notice to DISTRICT of  
7 the start of construction as set forth in Section I.8., a confined space entry procedure specific to  
8 DISTRICT DRAINAGE FACILITIES. The procedure shall comply with requirements  
9 contained in California Code of Regulations, Title 8 Section 5158, Other Confined Space  
10 Operations, Section 5157, Permit Required Confined Space and DISTRICT Confined Space  
11 Procedures, SOM-18. The procedure shall be reviewed and approved by DISTRICT prior to the  
12 issuance of a Notice to Proceed.

13  
14           19. Commencing on the date notice is given pursuant to Section I.8. and  
15 continuing until DISTRICT accepts DISTRICT DRAINAGE FACILITIES for operation and  
16 maintenance, DEVELOPER shall furnish or cause to be furnished, original certificates of  
17 insurance and policy endorsements naming DISTRICT, the County of Riverside (COUNTY)  
18 and CITY as additional insureds with respect to this Agreement and the obligations of  
19 DEVELOPER as set forth herein. Without limiting or diminishing DEVELOPER'S obligation  
20 to indemnify or hold DISTRICT and CITY harmless pursuant to Section IV.7 hereof,  
21 DEVELOPER shall procure and maintain or cause to be procured and maintained, at its sole  
22 cost and expense the following insurance coverage or alternate coverage acceptable to  
23 COUNTY'S Risk Manager:  
24  
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26           (a) *Commercial General Liability:* Commercial General Liability  
27 insurance coverage, including but not limited to, premises liability,  
28

1 contractual liability, products and completed operations, explosion,  
 2 collapse, use of cranes, and other heavy equipment and underground  
 3 hazards, personal and advertising injury covering claims which may  
 4 arise from or out of DEVELOPER'S performance of its obligations  
 5 hereunder. The policy shall name by endorsement DISTRICT,  
 6 COUNTY and CITY, their respective directors, officers, Board of  
 7 Supervisors, elected officials, employees, agents or representatives as  
 8 Additional Insureds. Policy's limit of liability shall not be less than  
 9 \$2,000,000 per occurrence combined single limit. If such insurance  
 10 contains a general aggregate limit, it shall apply separately to this  
 11 Agreement or be no less than two (2) times the occurrence limit.  
 12

13  
 14 (b) *Vehicle Liability:* Vehicle Liability insurance for all owned, non-  
 15 owned or hired vehicles in an amount not less than \$1,000,000 per  
 16 occurrence combined single limit. If such insurance contains a general  
 17 aggregate limit, it shall apply separately to this Agreement or be no  
 18 less than two (2) times the occurrence limit. Policy shall name by  
 19 endorsement DISTRICT, COUNTY and CITY, their respective  
 20 directors, officers, Board of Supervisors, elected officials, employees,  
 21 agents or representatives as Additional Insureds.  
 22

23  
 24 (c) *Worker's Compensation Insurance:* Workers' Compensation Insurance  
 25 (Coverage A) as prescribed by the laws of the State of California.  
 26 Policy shall include Employers' Liability (Coverage B) including  
 27 Occupational Disease with limits not less than \$1,000,000 per person  
 28

1 per accident. Policy shall be endorsed to waive subrogation in favor of  
2 DISTRICT and CITY, and if applicable, to provide a Borrowed  
3 Servant/Alternate Employer Endorsement.  
4

5 General Insurance Provisions - all lines:

6 (i) Any insurance carrier providing insurance coverage hereunder shall  
7 be admitted to the State of California and have a current A.M. Best rating of not less  
8 than an A:VIII (A:8), unless such requirements are waived, in writing, by COUNTY'S  
9 Risk Manager.

10 (ii) DEVELOPER'S insurance carrier(s) must declare all applicable  
11 insurance deductibles or self-insured retentions. If such deductibles or self-insured  
12 retentions exceed \$500,000 per occurrence, such deductibles and/or retentions shall have  
13 the prior written consent of COUNTY'S Risk Manager before the commencement of  
14 operations under this Agreement. Upon notification of deductibles or self-insured  
15 retentions which are deemed unacceptable to COUNTY'S Risk Manager,  
16 DEVELOPER'S carriers shall either: (i) reduce or eliminate such deductibles or self-  
17 insured retentions with respect to this Agreement, or (ii) procure a bond which  
18 guarantees payment of losses and related investigations, claims administration, defense  
19 costs and expenses; as approved by COUNTY'S Risk Manager.

20 (iii) DEVELOPER shall cause its insurance carrier(s) to furnish  
21 DISTRICT and CITY with (i) original certificate(s) of insurance and certified original  
22 copies of all applicable endorsements effecting coverage as required herein, or (ii)  
23 evidence of coverage acceptable to COUNTY'S Risk Manager that may include original  
24 certified copies of policies, including all necessary policy endorsements and all  
25 attachments thereto, showing such insurance is in full force and effect.

26 (iv) All Certificates of Insurance and Endorsements furnished pursuant  
27 to this Agreement shall be signed by a duly authorized representative of the insurance  
28 carrier.

1 (v) Further, said certificate(s) and endorsements to policies of insurance  
 2 shall contain the covenant of the insurance carrier(s) that it shall provide no less than  
 3 sixty (60) days written notice be given to DISTRICT and CITY prior to any material  
 4 modification or cancellation of such insurance. In the event of a material modification  
 5 or cancellation of coverage, DEVELOPER shall immediately suspend all construction  
 6 activity authorized by this Agreement, unless DISTRICT and CITY receive, prior to  
 7 such effective date, another properly executed original certificate of insurance and  
 8 original copies of endorsements or certified original policies, including all endorsements  
 9 and attachments thereto evidencing coverage and the insurance required herein is in full  
 force and effect.

10 (vi) DEVELOPER shall not commence construction of DISTRICT  
 11 DRAINAGE FACILITIES until DISTRICT and CITY have been furnished either  
 12 original certificate(s) of insurance and certified original copies of endorsements, policies  
 13 of insurance including all endorsements and any and all other attachments as required in  
 14 this Section, or other evidence of coverage acceptable to COUNTY'S Risk Manager.

15 (vii) It is understood and agreed by the parties hereto and  
 16 DEVELOPER'S insurance company(s) that the certificate(s) of insurance and policies  
 17 shall so covenant and shall be construed as primary insurance, and DISTRICT'S and  
 18 CITY'S insurance and/or deductibles and/or self-insured retentions or self-insured  
 programs shall not be construed as contributory.

19 (viii) DEVELOPER may pass down their insurance obligations set forth  
 20 herein to their principal contractor(s) provided that DISTRICT, COUNTY and CITY,  
 21 their respective directors, officers, Board of Supervisors, elected officials, employees,  
 22 agents or representatives are named, by endorsement, as Additional Insureds. Original  
 23 copies of the applicable certificates and endorsements shall be provided to DISTRICT  
 24 and CITY as set forth above.

25 Failure to maintain the insurance required by this paragraph shall be  
 26 deemed a material breach of this Agreement and shall authorize and constitute authority for  
 27  
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1 DISTRICT, at its sole discretion, to proceed to perform the remaining work pursuant to Section  
2 IV.3.

3 20. Construct or cause to be constructed, PROJECT at DEVELOPER'S sole  
4 cost and expense in accordance with DISTRICT and CITY approved IMPROVEMENT  
5 PLANS.

6 21. Within two (2) weeks of completing PROJECT construction, provide  
7 DISTRICT with written notice (Attention: Contract Administration Section) that PROJECT  
8 construction is substantially complete and requesting that DISTRICT conduct a final inspection  
9 of DISTRICT DRAINAGE FACILITIES.  
10

11 22. [This Section Intentionally Left Blank.]

12 23. [This Section Intentionally Left Blank.]

13 24. Accept ownership and sole responsibility for the operation and maintenance  
14 of PROJECT until such time as DISTRICT accepts ownership and responsibility for operation  
15 and maintenance of DISTRICT DRAINAGE FACILITIES and CITY accepts ownership and  
16 responsibility for operation and maintenance of APPURTENANCES. Further, it is mutually  
17 understood by the parties hereto that prior to DISTRICT acceptance of ownership and  
18 responsibility for the operation and maintenance of DISTRICT DRAINAGE FACILITIES,  
19 PROJECT shall be in a satisfactorily maintained condition as solely determined by DISTRICT.  
20

21 25. Pay, if suit is brought upon this Agreement or any bond guaranteeing the  
22 completion of DISTRICT DRAINAGE FACILITIES, all costs and reasonable expenses and  
23 fees, including reasonable attorneys' fees, and acknowledge that, upon entry of judgment, all  
24 such costs, expenses and fees shall be computed as costs and included in any judgment  
25 rendered.  
26  
27  
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1           26. Upon completion of construction of PROJECT but prior to DISTRICT  
 2 acceptance of DISTRICT DRAINAGE FACILITIES for ownership, operation and maintenance,  
 3 DEVELOPER'S civil engineer of record or construction civil engineer of record, duly registered  
 4 in the State of California, shall provide DISTRICT a redlined "as-built" copy of  
 5 IMPROVEMENT PLANS. After DISTRICT approval of the redlined "as-built" drawings,  
 6 DEVELOPER'S engineer shall schedule with DISTRICT a time to transfer the redlined changes  
 7 onto DISTRICT'S original mylars at DISTRICT'S office, after which the engineer shall review,  
 8 stamp and sign the original IMPROVEMENT PLANS "AS-BUILT".  
 9

10           27. Ensure that all work performed pursuant to this Agreement by  
 11 DEVELOPER, its agents or contractors is done in accordance with all applicable laws and  
 12 regulations, including but not limited to all applicable provisions of the Labor Code, Business  
 13 and Professions Code, and Water Code. DEVELOPER shall be solely responsible for all costs  
 14 associated with compliance with applicable laws and regulations.  
 15

## 16           SECTION II

17           DISTRICT shall:

18           1. Review and approve IMPROVEMENT PLANS prior to the start of  
 19 DISTRICT DRAINAGE FACILITIES construction.

20           2. Provide CITY an opportunity to review and approve IMPROVEMENT  
 21 PLANS prior to DISTRICT'S final approval.

22           3. Upon execution of this Agreement, record or cause to be recorded, a copy  
 23 of this Agreement in the Official Records of the Riverside County Recorder.  
 24

25           4. [This Section Intentionally Left Blank.]

26           5. Inspect DISTRICT DRAINAGE FACILITIES construction.  
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1           6.    Keep an accurate accounting of all DISTRICT costs associated with the  
2 review and approval of IMPROVEMENT PLANS and the processing and administration of this  
3 Agreement.

4           7.    Keep an accurate accounting of all DISTRICT construction inspection  
5 costs, and within forty-five (45) days after DISTRICT acceptance of DISTRICT DRAINAGE  
6 FACILITIES as being complete, submit a final cost statement to DEVELOPER. If the deposit,  
7 as set forth in Section I.3. exceeds such costs, DISTRICT shall reimburse DEVELOPER the  
8 excess amount within sixty (60) days after DISTRICT acceptance of DISTRICT DRAINAGE  
9 FACILITIES as being complete. If at any time the costs exceed the deposit or are anticipated  
10 by DISTRICT to exceed the deposit, DEVELOPER shall pay such additional amount(s), as  
11 deemed reasonably necessary by DISTRICT to complete inspection of DISTRICT DRAINAGE  
12 FACILITIES, within thirty (30) days after receipt of billing from DISTRICT.

13           8.    Accept ownership and sole responsibility for the operation and maintenance  
14 of DISTRICT DRAINAGE FACILITIES upon (i) DISTRICT acceptance of PROJECT  
15 construction as being complete, (ii) acceptance by CITY of all necessary street rights of way as  
16 deemed necessary by DISTRICT and CITY for the operation and maintenance of PROJECT,  
17 and (iii) receipt of Notices of Completion for DISTRICT DRAINAGE FACILITIES in  
18 accordance with the terms of CFD No. 7 JCFA.

19           9.    Provide CITY with a reproducible duplicate copy of "as-built"  
20 IMPROVEMENT PLANS upon DISTRICT acceptance of DISTRICT DRAINAGE  
21 FACILITIES as being complete.  
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SECTION III

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CITY shall:

1. Review and approve DEVELOPER'S bid solicitation documents for conformance with the applicable provisions of the Public Contract Code which apply to DISTRICT prior to DEVELOPER'S advertisement for construction bids for PROJECT.

2. Monitor DEVELOPER'S bidding and contract procedures for conformance with the applicable provisions of the Public Contract Code which apply to DISTRICT.

3. Review and approve IMPROVEMENT PLANS prior to the start of PROJECT construction.

4. Accept CITY and DISTRICT approved faithful performance and payment bonds submitted by DEVELOPER as set forth in Section I.7., and hold said bonds as provided herein.

5. Inspect construction of APPURTENANCES.

6. [This Section Intentionally Left Blank.]

7. [This Section Intentionally Left Blank.]

8. Grant DISTRICT, by execution of this Agreement, the right to construct, inspect, operate and maintain DISTRICT DRAINAGE FACILITIES within CITY rights of way.

9. - Accept ownership and sole responsibility for the operation and maintenance of APPURTENANCES upon completion of construction and DISTRICT acceptance of DISTRICT DRAINAGE FACILITIES as being complete.

SECTION IV

It is further mutually agreed:

1. All work involved with DISTRICT DRAINAGE FACILITIES shall be inspected by DISTRICT and shall not be deemed complete until approved and accepted in writing as complete by DISTRICT.

2. CITY and DEVELOPER personnel may observe and inspect all work being done on DISTRICT DRAINAGE FACILITIES but shall provide any comments to DISTRICT personnel who shall be solely responsible for all quality control communications with DEVELOPER'S contractor(s) during the construction of DISTRICT DRAINAGE FACILITIES.

3. DEVELOPER shall complete construction of DISTRICT DRAINAGE FACILITIES within twelve (12) consecutive months after execution of this Agreement and within one hundred twenty (120) consecutive calendar days after commencing work on DISTRICT DRAINAGE FACILITIES. It is expressly understood that since time is of the essence in this Agreement, failure of DEVELOPER to perform the work within the agreed upon time shall constitute authority for DISTRICT to perform the remaining work and require DEVELOPER'S surety to pay to CITY the penal sum of any and all bonds. In which case, CITY shall subsequently reimburse DISTRICT for DISTRICT costs incurred.

4. DEVELOPER shall not request DISTRICT to accept any portion or portions of DISTRICT DRAINAGE FACILITIES or CITY to accept any portion or portions of APPURTENANCES prior to the completion of PROJECT construction.

5. DISTRICT shall endeavor to issue DEVELOPER a Notice to Proceed within twenty (20) days of receipt of DEVELOPER'S complete written notice as set forth in Section I.8.; however, DISTRICT'S construction inspection staff is limited and, therefore, the issuance of a Notice to Proceed is subject to staff availability.

1 In the event DEVELOPER wishes to expedite issuance of a Notice to  
2 Proceed, DEVELOPER may elect to furnish an independent qualified construction inspector at  
3 DEVELOPER'S sole cost and expense. DEVELOPER shall furnish appropriate documentation  
4 of the individual's credentials and experience to DISTRICT for review and, if appropriate,  
5 approval. DISTRICT shall review the individual's qualifications and experience and, upon  
6 approval thereof, said individual, hereinafter called "DEPUTY INSPECTOR", shall be  
7 authorized to act on DISTRICT'S behalf on all DISTRICT DRAINAGE FACILITIES  
8 construction and quality control matters. If DEVELOPER'S initial construction inspection  
9 deposit furnished pursuant to Section I.3. exceeds ten thousand dollars (\$10,000.00), DISTRICT  
10 shall refund to DEVELOPER up to eighty percent (80%) of DEVELOPER'S initial inspection  
11 deposit within forty-five (45) days of DISTRICT'S approval of DEPUTY INSPECTOR;  
12 however, a minimum balance of ten thousand dollars (\$10,000.00) shall be retained on account.  
13

14 6. DISTRICT DRAINAGE FACILITIES construction work shall be on a five  
15 (5) day, forty (40) hour work week with no work on Saturdays, Sundays or DISTRICT  
16 designated legal holidays, unless otherwise approved in writing by DISTRICT. If  
17 DEVELOPER feels it is necessary to work more than the normal forty (40) hour work week or  
18 on holidays, DEVELOPER shall make a written request for permission from DISTRICT to  
19 work the additional hours. The request shall be submitted to DISTRICT at least seventy-two  
20 (72) hours prior to the requested additional work hours and state the reasons for the overtime  
21 and the specific time frames required. The decision of granting permission for overtime work  
22 shall be made by DISTRICT at its sole discretion and shall be final. If permission is granted by  
23 DISTRICT, DEVELOPER will be charged the cost incurred at the overtime rates for additional  
24 inspection time required in connection with the overtime work in accordance with Ordinance  
25 Nos. 671 and 749, including any amendments thereto, of the County of Riverside.  
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1           7. DEVELOPER shall indemnify and hold harmless DISTRICT and CITY  
2 (including their agencies, districts, special districts and departments, their respective directors,  
3 officers, Board of Supervisors, elected and appointed officials, employees, agents and  
4 representatives) from any liability, claim, damage, proceeding or action, present or future, based  
5 upon, arising out of or in any way relating to DEVELOPER'S (including its officers, employees,  
6 subcontractors and agents) actual or alleged acts or omissions related to this Agreement,  
7 performance under this Agreement, or failure to comply with the requirements of this  
8 Agreement, including but not limited to: (a) property damage; (b) bodily injury or death; (c)  
9 liability or damage pursuant to Article I, Section 19 of the California Constitution, the Fifth  
10 Amendment of the United States Constitution or any other law, ordinance or regulation caused  
11 by the diversion of waters from the natural drainage patterns or the discharge of drainage within  
12 or from PROJECT; or (d) any other element of any kind or nature whatsoever.

14           DEVELOPER shall defend, at its sole expense, including all costs and fees  
15 (including but not limited to attorney fees, cost of investigation, defense and settlements or  
16 awards), DISTRICT and CITY (including their agencies, districts, special districts and  
17 departments, their respective directors, officers, Board of Supervisors, elected and appointed  
18 officials, employees, agents and representatives) in any claim, proceeding or action for which  
19 indemnification is required.

21           With respect to any of DEVELOPER'S indemnification requirements,  
22 DEVELOPER shall, at its sole cost, have the right to use counsel of their own choice and shall  
23 have the right to adjust, settle or compromise any such claim, proceeding or action without the  
24 prior consent of DISTRICT and CITY; provided, however, that any such adjustment, settlement  
25 or compromise in no manner whatsoever limits or circumscribes DEVELOPER'S  
26 indemnification obligations to DISTRICT or CITY.  
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1 DEVELOPER'S indemnification obligations shall be satisfied when  
2 DEVELOPER has provided to DISTRICT and CITY the appropriate form of dismissal relieving  
3 DISTRICT or CITY from any liability for the claim, proceeding or action involved.

4 The specified insurance limits required in this Agreement shall in no way  
5 limit or circumscribe DEVELOPER'S obligations to indemnify and hold harmless DISTRICT  
6 and CITY from third party claims.

7  
8 In the event there is conflict between this section and California Civil Code  
9 Section 2782, this section shall be interpreted to comply with Civil Code 2782. Such  
10 interpretation shall not relieve DEVELOPER from indemnifying DISTRICT or CITY to the  
11 fullest extent allowed by law.

12 8. Any waiver by DISTRICT or by CITY of any breach of any one or more of  
13 the terms of this Agreement shall not be construed to be a waiver of any subsequent or other  
14 breach of the same or of any other term hereof. Failure on the part of DISTRICT or CITY to  
15 require exact, full and complete compliance with any terms of this Agreement shall not be  
16 construed as in any manner changing the terms hereof, or estopping DISTRICT or CITY from  
17 enforcement hereof.

18  
19 9. DISTRICT and CITY each pledge to cooperate in regard to the operation  
20 and maintenance of their respective facilities as set forth herein and to discharge their respective  
21 maintenance responsibilities in an expeditious fashion so as to avoid the creation of any  
22 nuisance condition or undue maintenance impact upon the others' facilities.

23  
24 10. This Agreement is to be construed in accordance with the laws of the State  
25 of California.

26 11. Any and all notices sent or required to be sent to the parties of this  
27 Agreement will be mailed by first class mail, postage prepaid, to the following addresses:  
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RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT  
1995 Market Street  
Riverside, CA 92501

CITY OF MORENO VALLEY  
Post Office Box 88005  
Moreno Valley, CA 92552-0805  
Attn: Chris A. Vogt

FIRST INDUSTRIAL, L.P.  
c/o FIRST INDUSTRIAL REALTY TRUST, INC.  
114 Pacifica Court, Suite 220  
Irvine, CA 92618  
Attn: Phil Bowman

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

13. This Agreement is the result of negotiations between the parties hereto, and the advice and assistance of their respective counsel. The fact that this Agreement was prepared as a matter of convenience by DISTRICT shall have no import or significance. Any uncertainty or ambiguity in this Agreement shall not be construed against DISTRICT because DISTRICT prepared this Agreement in its final form.

14. The rights and obligations of DEVELOPER shall inure to and be binding upon all heirs, successors and assignees.

15. DEVELOPER shall not assign or otherwise transfer any of its rights, duties or obligations hereunder to any person or entity without the written consent of the other parties hereto being first obtained. In the event of any such transfer or assignment, DEVELOPER expressly understands and agrees that it shall remain liable with respect to any and all of the obligations and duties contained in this Agreement.



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16. The individual(s) executing this Agreement on behalf of DEVELOPER hereby certify that they have the authority within their respective company(ies) to enter into and execute this Agreement, and have been authorized to do so by any and all boards of directors, legal counsel, and or any other board, committee or other entity within their respective company(ies) which have the authority to authorize or deny entering this Agreement.

17. This Agreement is intended by the parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith. This Agreement may be changed or modified only upon the written consent of the parties hereto.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on

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(to be filled in by Clerk of the Board)

RECOMMENDED FOR APPROVAL:

By \_\_\_\_\_  
WARREN D. WILLIAMS  
General Manager-Chief Engineer

**RIVERSIDE COUNTY FLOOD CONTROL  
AND WATER CONSERVATION DISTRICT**

By \_\_\_\_\_  
MARION ASHLEY, Chairman  
Riverside County Flood Control and Water  
Conservation District Board of Supervisors

APPROVED AS TO FORM:

PAMELA J. WALLS  
County Counsel

ATTEST:  
NANCY ROMERO  
Clerk of the Board

By   
NEAL KIPNIS  
Deputy County Counsel

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

(SEAL)

Cooperative Agreement: Parcel Map 35859; PA 07-0166 and PA 07-0167  
JPS:blj  
3/16/09

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RECOMMENDED FOR APPROVAL:

**CITY OF MORENO VALLEY**

By \_\_\_\_\_  
CHRIS A. VOGT, P.E.  
Public Works Director/City Engineer

By \_\_\_\_\_  
RICHARD A. STEWART  
Mayor

APPROVED AS TO FORM:

ATTEST:

JANE HALSTEAD  
City Clerk

By \_\_\_\_\_  
ROBERT D. HERRICK  
City Attorney

By \_\_\_\_\_


(SEAL)

Cooperative Agreement: Parcel Map 35859; PA 07-0166 and PA 07-0167  
JPS:blj  
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**FIRST INDUSTRIAL, L.P.**,  
a Delaware limited partnership

By: **FIRST INDUSTRIAL REALTY TRUST, INC.**,  
a Maryland corporation,  
Its Sole General Partner

By   
PHIL BOWMAN  
Senior Vice President - Development

(ATTACH NOTARY WITH  
CAPACITY STATEMENT)

Cooperative Agreement: Parcel Map 35859; PA 07-0166 and PA 07-0167  
JPS:blj  
3/16/09

STATE OF CALIFORNIA

COUNTY OF ORANGE

On March 01, 2009 before me, Tiffany Benz, a Notary Public, personally appeared Phil Bowman, 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 Tiffany Benz

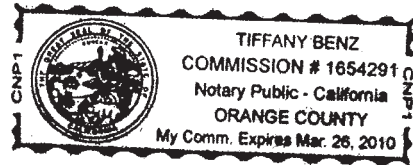
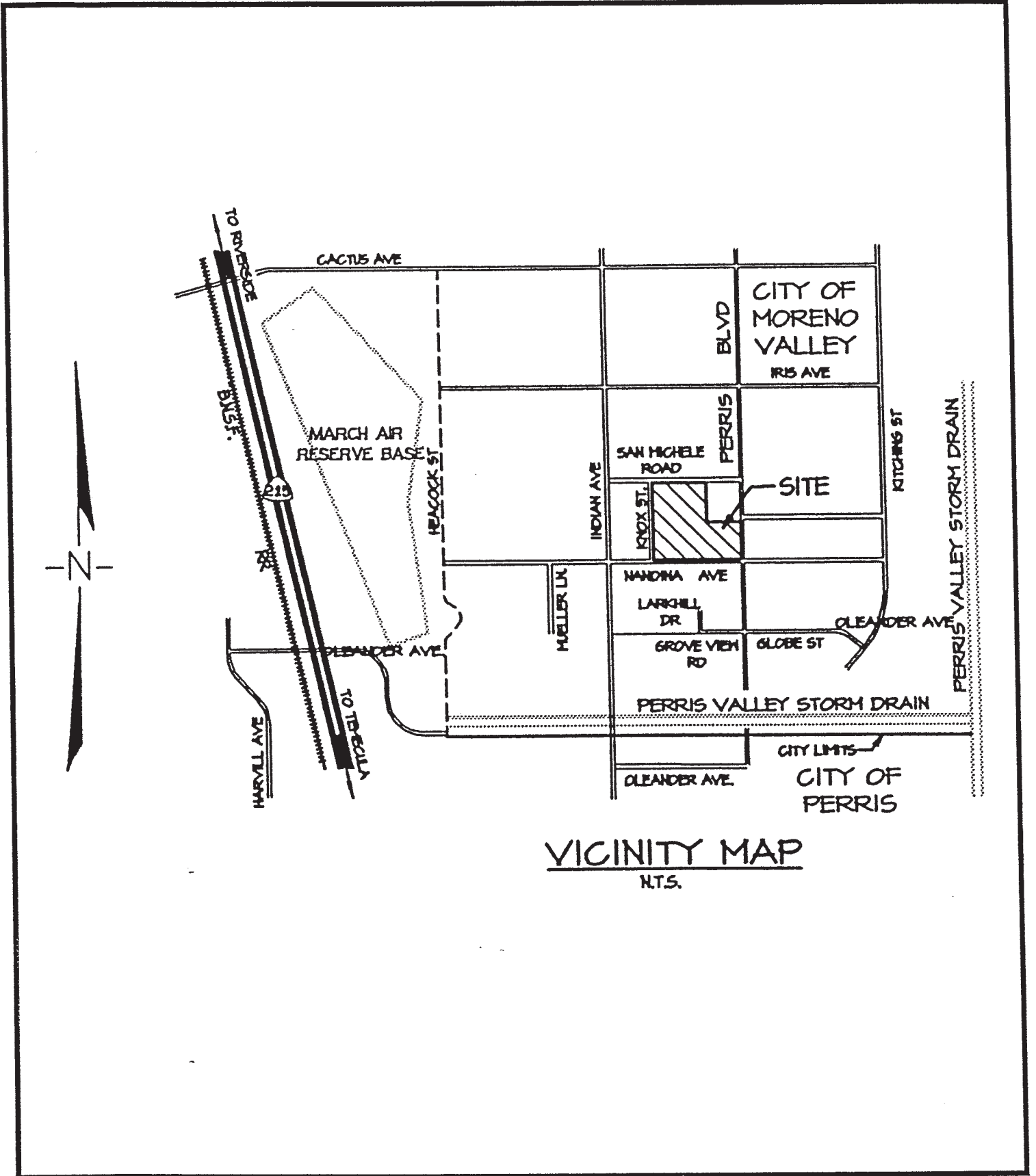


Exhibit A

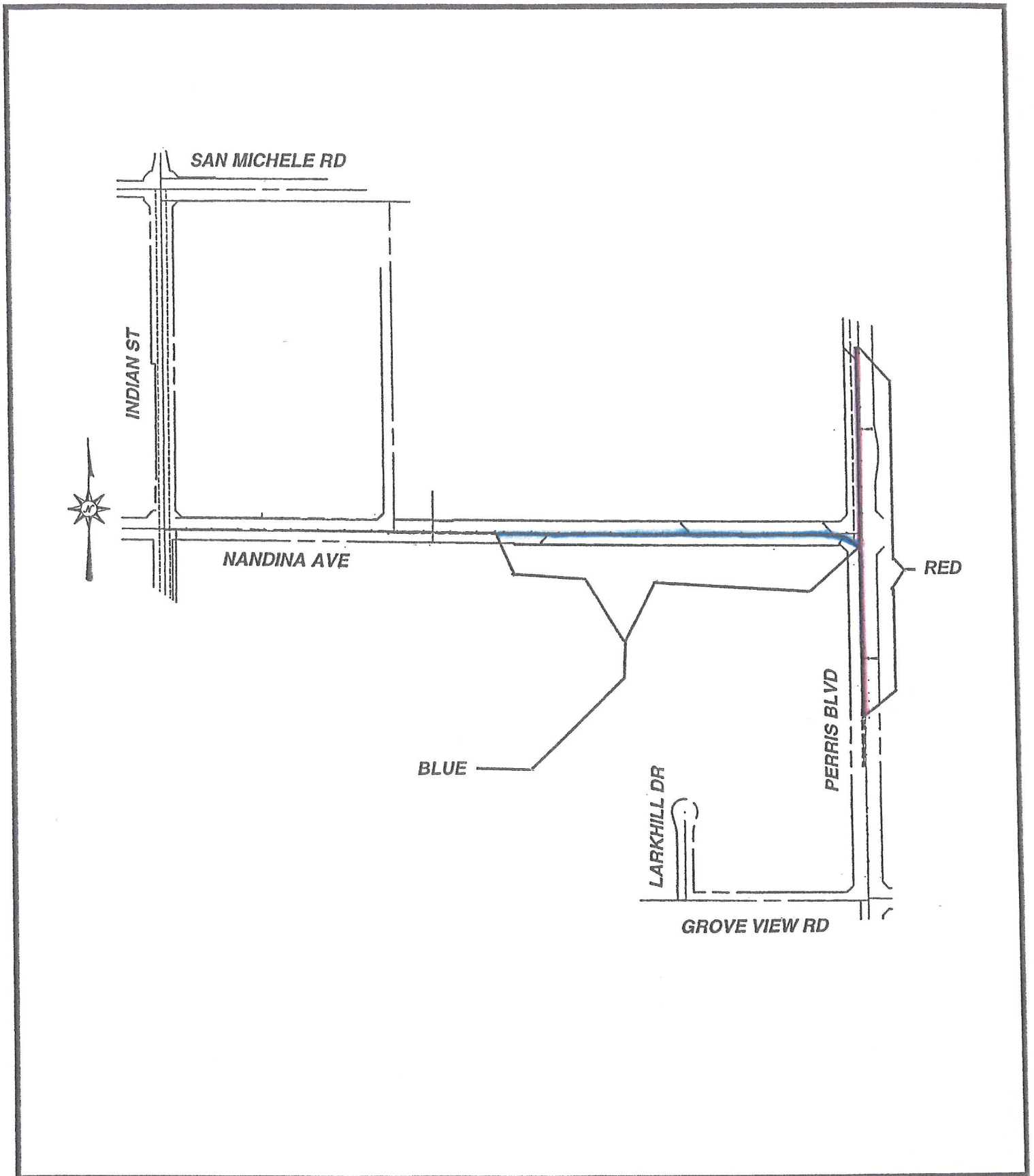


VICINITY MAP  
N.T.S.

Cooperative Agreement  
Parcel Map 35859

1/2

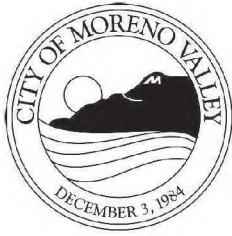
Exhibit A



Cooperative Agreement  
Parcel Map 35859  
2/2

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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 14, 2009

**TITLE:** AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2009 PAVEMENT RESURFACING PROJECT – PHASE II  
PROJECT NO. 08-12556330

---

### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for the 2009 Pavement Resurfacing Project – Phase II to All American Asphalt, PO Box 2229, Corona, CA 92878, the lowest responsible bidder.
2. Authorize the City Manager to execute a contract with All American Asphalt in the form attached hereto.
3. Authorize the issuance of a Purchase Order to All American Asphalt in the amount of \$776,250 (bid amount \$675,000 plus 15% contingency of \$101,250) when the contract has been signed by all parties (Account No. 225.68722).
4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with All American Asphalt, up to but not to exceed the Purchase Order contingency of \$101,250.
5. Authorize the Public Works Director/City Engineer to incrementally accept completed portions of work and pay retainage based on the acceptance of said work in accordance with Public Contract Code, Section 7107.

### BACKGROUND

The State of California provides street maintenance funding to the City on a quarterly basis as part of the Traffic Congestion Relief Program (Proposition 42). These funds

are typically utilized to rehabilitate streets under the Annual Pavement Resurfacing Program (Account No. 225.68722) and are time sensitive in requirement for expenditure.

On April 8, 2008 the City Council approved the Project Recommendations for Proposition 1B - Transportation which made the City eligible to receive an allocation of \$2.9 million in Proposition 1B funding from the State Department of Finance. On June 18, 2008, the City received the \$2.9 million allocation, \$2.6 million of which will be used for pavement rehabilitation of arterial and collector streets that are adjacent to schools and commercial areas and the remaining \$300,000 will be used to review the City's roughly 30 bridges and provide the necessary repairs and maintenance.

An agreement with VA Consulting was signed by the City Manager on July 15, 2008 to select the streets to be rehabilitated and prepare the Plans and Specifications.

**DISCUSSION**

This project is part of the City's ongoing annual street maintenance program. The purpose of the project is the reconstruction of areas of failed pavement and resurfacing of weathered streets to provide safe, smooth driving surfaces. The reconstruction effort will be performed by removal and reconstruction of portions of the street pavements. The resurfacing will entail placement of an asphalt concrete overlay on the existing street pavement. The areas to be overlaid will be prepared by edge grinding for smooth joints at the pavement edges. Pavement striping will be replaced after pavement repairs are complete.

The resurfacing process will enhance the structural integrity of the street and protect the pavement against environmental effects, prolonging the service life of the pavement. Typically, this process will extend the pavement life of the selected five (5) streets by an additional 10 to 12 years. The following five (5) streets segments were selected:

<u>STREET NAME</u>	<u>FROM</u>	<u>TO</u>
Heacock Street.....	s/o Gregory Lane.....	Gregory Lane
Dracaea Avenue .....	Frederick Street.....	Graham Street
Bay Avenue .....	Indian Street.....	Perris Boulevard
Delphinium Avenue .....	Indian Street .....	Perris Boulevard
Krameria Avenue .....	Perris Boulevard.....	Lasselle Street

Formal bidding procedures have been followed in conformance with the Public Contract Code (PCC) and the City Clerk opened bids at 2:00 p.m., May 21, 2009, for the subject project. Eleven (11) bids were received, as follows:

- 1. **All American Asphalt..... \$675,000.00**
- 2. Hardy & Harper, Inc. .... \$706,000.00
- 3. Excel Paving Company..... \$716,507.00
- 4. Imperial Paving Company..... \$716,716.00

5. Silvia Construction, Inc. ....	\$718,966.00
6. Sequel Contractors, Inc. ....	\$732,895.50
7. Ortiz Asphalt Paving, Inc.....	\$745,048.21
8. Elite Bobcat Service, Inc. ....	\$773,481.00
9. NPG Corporation .....	\$781,971.00
10. Wheeler Paving, Inc.....	\$906,683.00
11. Vance Corporation.....	\$933,264.50
Engineer's Estimate .....	\$ 962,696.50

Staff has reviewed the bid by All American Asphalt and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding problems were identified through review of the references submitted by All American Asphalt.

**ALTERNATIVES**

1. Award the construction contract for the 2009 Pavement Resurfacing Project – Phase II to All American Asphalt, PO Box 2229, Corona, CA 92878, the lowest responsible bidder, authorize the City Manager to execute a contract with All American Asphalt in the form attached hereto, authorize the issuance of a Purchase Order to All American Asphalt in the amount of \$776,250 (bid amount \$675,000 plus 15% contingency of \$101,250) when the contract has been signed by all parties, authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with All American Asphalt, up to but not to exceed the Purchase Order contingency of \$101,250, and authorize the Public Works Director/City Engineer to incrementally accept completed portions of work and pay retainage based on the acceptance of said work in accordance with Public Contract Code, Section 7107. *This alternative will allow for much needed improvements.*
  
2. Do not award the construction contract for the 2009 Pavement Resurfacing Project – Phase II to All American Asphalt, PO Box 2229, Corona, CA 92878, the lowest responsible bidder, do not authorize the City Manager to execute a contract with All American Asphalt in the form attached hereto, do not authorize the issuance of a Purchase Order to All American Asphalt in the amount of \$776,250 (bid amount \$675,000 plus 15% contingency of \$101,250) when the contract has been signed by all parties, do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with All American Asphalt, up to but not to exceed the Purchase Order contingency of \$101,250, and do not authorize the Public Works Director/City Engineer to incrementally accept completed portions of work and pay retainage based on the acceptance of said work in accordance with Public Contract Code, Section 7107. *This alternative will delay the completion of needed improvements.*

**FISCAL IMPACT**

The construction phase of this project is included in Fiscal Year 2008-2009 Capital Improvements Project Budget and will be financed by Proposition 1B (Fund 226) and Proposition 42 (Fund 225). There is no impact to the General Fund.

**BUDGETED FUNDS:**

Citywide Annual Pavement Resurfacing Program (Acct. No. 226.79728).....	\$2,602,673
Citywide Annual Pavement Resurfacing Program (Acct. No. 225.68722).....	<u>\$3,136,687</u>
Total 2008/2009 Budgeted Funds .....	\$5,739,360

**ESTIMATED PROJECT RELATED COSTS**

Design Costs.....	\$272,700
Contractor Construction Costs (plus 15% contingency) .....	\$776,250
Construction Geotechnical Services (Contract plus 15% contingency) .....	\$50,000
Construction Survey (Contract plus 15% contingency) .....	\$35,000
Project Administration and Inspection (by City staff & consultants).....	<u>\$85,000</u>
Total Estimated Project Related Costs.....	\$1,218,950

**ANTICIPATED PROJECT SCHEDULE**

Begin Construction .....	September, 2009
Complete Construction.....	December, 2009

**CITY COUNCIL GOALS****PUBLIC SAFETY:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**POSITIVE ENVIRONMENT:**

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

**SUMMARY**

This project involves resurfacing five (5) selected street segments by removing and reconstructing areas of failed asphalt concrete pavement, or by placement of an asphalt concrete overlay on the existing pavement, which has been prepared to receive the overlay. This project will extend the life of the street pavements. The resurfacing program is funded with Proposition 1B and Proposition 42 funds. The City Council is requested to approve the award of the construction contract to All American Asphalt.

**NOTIFICATION**

Local residents, law enforcement, Fire Department, and the school district will be notified of the proposed construction. Construction notification signs will also be installed to notify commuters, businesses, and residents of the construction work.

**ATTACHMENTS/EXHIBITS**

Attachment "A" – Location Map

Attachment "B" – Agreement with All American Asphalt

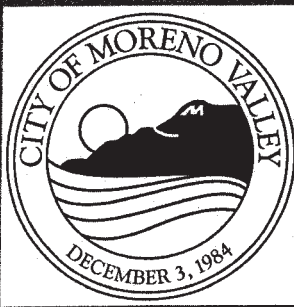
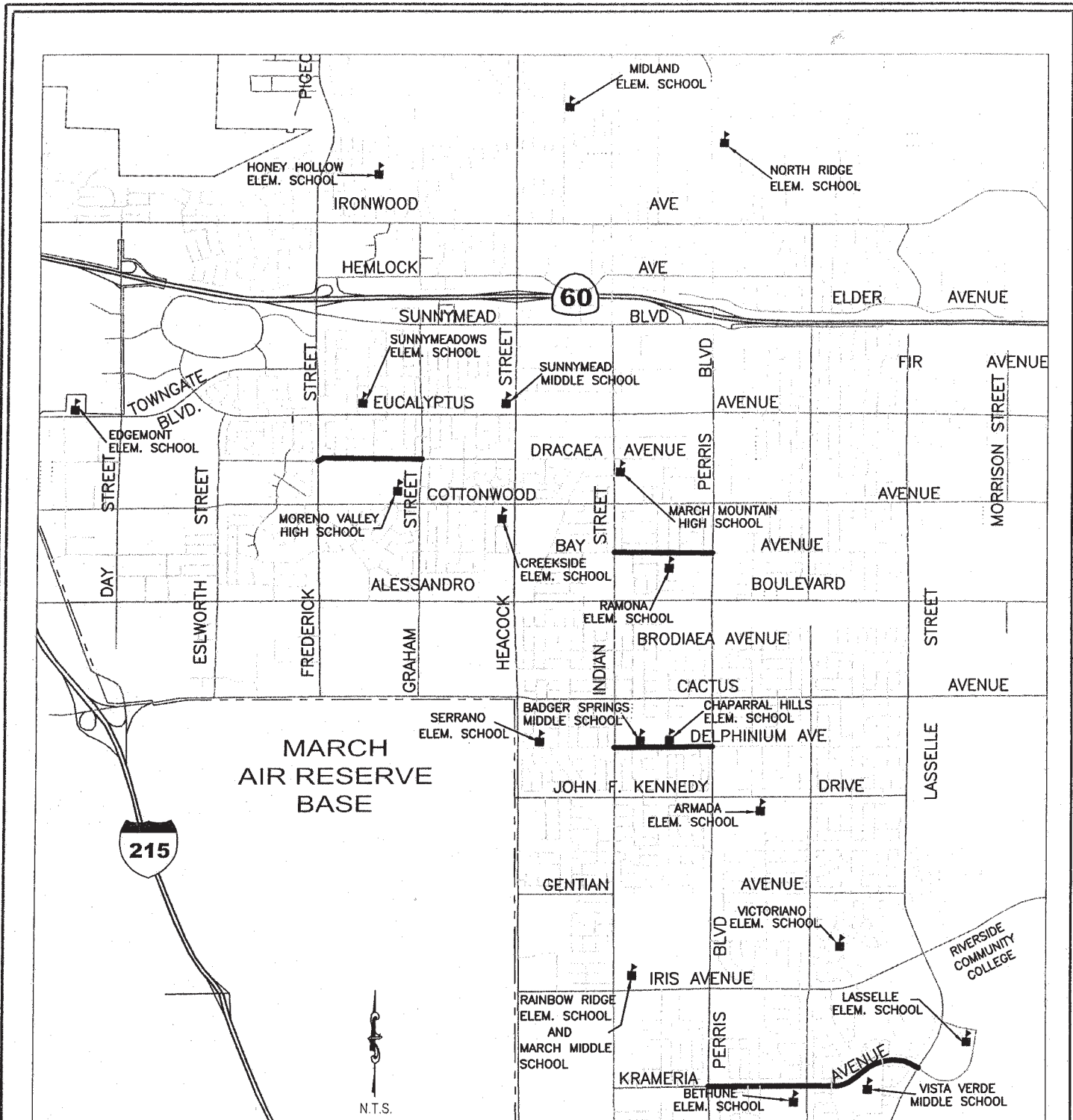
Prepared By:  
 Bruce E. Blank, P.E., L.S.  
 Consultant Project Manager

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

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

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

W:\CapProj\CapProj\PROJECTS\Bruce - 08-12556330 - 2008-2009 Pavement Resurfacing Project\CC Reports\Staff Report - Notice of Award (CC 07-14-09) All American (Phase 2).doc



# LOCATION MAP

Public Works Department  
 Capital Projects Division  
 Scale: None  
 ATTACHMENT "A"

2009 Pavement Resurfacing Program  
 Phase II  
 Project No. 08-12556330

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**AGREEMENT**

**PROJECT NO. 08-12556330**

**2009 PAVEMENT RESURFACING PROJECT – Phase II**

**Pavement Rehabilitation**

**For**

**Heacock Street (from s/o Gregory Lane to Gregory Lane)**

**Dracaea Avenue (from Frederick Street to Graham Street)**

**Bay Avenue (from Indian Street to Perris Boulevard)**

**Delphinium Avenue (from Indian Street to Perris Boulevard)**

**Krameria Avenue (from Perris Boulevard to Lasselle Street)**

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

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

1. The written Agreement includes all of the following: a) any and all Contract Change Orders issued after execution of this Agreement, b) **Addenda Nos. None inclusive**, issued prior to the opening of the Bids, c) the bound Bid Documents, d) the Special Provisions which include the General Provisions and Technical Provisions, e) the project Plans, f) the Standard Plans, g) the Standard Specifications, h) Reference Specifications, all of which are essential parts of this Agreement, and i) the Bidder's Proposal which includes the Bidder's Bond and Non-collusion Affidavit. In the event of any conflict in the provisions thereof, the terms of said Contract Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

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

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedules as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Items and Additive Alternate Bid Items A, B, C and D, in the sum total amount of **\$675,000.00**, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Contract Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Contract documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Contract within fourteen (14) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees

Attachment "B"

to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **sixty (60) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

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

It is, therefore, agreed that such damages shall be presumed to be in the amount of \$1,200.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Contract Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

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

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

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

The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. Insurance companies providing insurance here under shall be rated (A minus: VII - Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct insurance business in the State of California.

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

evidence of insurance in the amounts established.

All liability insurance policies shall bear an endorsement or shall have an attached rider which provides that the City of Moreno Valley will be notified by certified or registered mail at least 30 days prior to the effective date of cancellation, non-renewal, or material alteration of such policy.

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

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

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

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

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

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

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

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

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

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Contract fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident

within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

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

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

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

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

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

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

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

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

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

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

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

**(SIGNATURE PAGE FOLLOWS)**

CITY OF MORENO VALLEY,  
Municipal Corporation

All American Asphalt

BY: \_\_\_\_\_  
City Manager

License No./  
Classification: \_\_\_\_\_

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

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

Federal I.D. No.: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

PRINT NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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

**SIGNING INSTRUCTION TO THE CONTRACTOR:**

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

**General Partners must sign on behalf of the partnership.**

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

BOND NO. \_\_\_\_\_

PREMIUM \$ \_\_\_\_\_

**FAITHFUL PERFORMANCE BOND  
(100% of Total Contract Amount)**

**PROJECT NO. 08-12556330**

**2009 PAVEMENT RESURFACING PROJECT – Phase II  
Pavement Rehabilitation  
For**

**Heacock Street (from s/o Gregory Lane to Gregory Lane)  
Dracaea Avenue (from Frederick Street to Graham Street)  
Bay Avenue (from Indian Street to Perris Boulevard)  
Delphinium Avenue (from Indian Street to Perris Boulevard)  
Krameria Avenue (from Perris Boulevard to Lasselle Street)**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to All American Asphalt, as Principal hereinafter designated as "Contractor" and have entered into a Contract Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Contract Agreement, effective on the date signed by the City Manager, and identified as Project No. 08-12556330, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Contract Agreement is required to furnish a bond guaranteeing the faithful performance of said Contract Agreement;

NOW THEREFORE, we the undersigned Contractor and \_\_\_\_\_, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bound Contractor, his or her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in said Contract Agreement and any alterations thereof made as therein provided, on his or her or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Moreno Valley, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event suit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract Agreement or to the work to be performed thereunder, or the Provisions accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work or the Provisions.

**(SIGNATURE PAGE FOLLOWS)**



**FAITHFUL PERFORMANCE BOND  
PROJECT NO. 08-1256330**

**BOND NO.** \_\_\_\_\_

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_.

**BIDDER**

**SURETY**

Contractor Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attorney-in-Fact

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Approved as to Form this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
City Attorney  
City of Moreno Valley

**NOTE:**

This bond must be executed by both parties. Corporate seal may be affixed hereto. All signatures must be acknowledged before a notary public (attach acknowledgments). The attorney-in-fact for the corporate surety must be registered, as such, in at least one county in the State of California. (Attach one original Power of Attorney sheet for each bond).

BOND NO. \_\_\_\_\_

PREMIUM \$ \_\_\_\_\_

**LABOR AND MATERIALS PAYMENT BOND  
(100% of Total Contract Amount)**

**PROJECT NO. 08-12556330**

**2009 PAVEMENT RESURFACING PROJECT – Phase II  
Pavement Rehabilitation  
For**

**Heacock Street (from s/o Gregory Lane to Gregory Lane)  
Dracaea Avenue (from Frederick Street to Graham Street)  
Bay Avenue (from Indian Street to Perris Boulevard)  
Delphinium Avenue (from Indian Street to Perris Boulevard)  
Krameria Avenue (from Perris Boulevard to Lasselle Street)**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to All American Asphalt, as Principal hereinafter designated as "Contractor" and have entered into a Contract Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Contract Agreement, effective on the date signed by the City Manager, and identified as Project No. 08-12556330, is hereby referred to and made a part hereof; and

WHEREAS, said Contractor under the terms of said Agreement is required to furnish a bond to secure the payment of claims of laborers, mechanics, materialmen, and other persons, as provided by law;

NOW, THEREFORE, we the undersigned Contractor and \_\_\_\_\_, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of \_\_\_\_\_ dollars, (\$ \_\_\_\_\_), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons described in the State of California Civil Code Section 3181, to give a right of action to such persons or their assigns in any suit brought upon this bond.

**LABOR AND MATERIALS PAYMENT BOND  
PROJECT NO. 08-1256330**

**(SIGNATURE PAGE FOLLOWS)**

**LABOR AND MATERIALS PAYMENT BOND  
PROJECT NO. 08-1256330**

**BOND NO.** \_\_\_\_\_

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this \_\_\_\_\_ day  
of \_\_\_\_\_ 20\_\_\_\_.

**BIDDER**

**SURETY**

Contractor Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attorney-in-Fact

Signature: \_\_\_\_\_

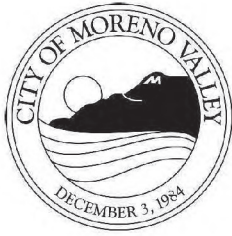
Signature: \_\_\_\_\_

Approved as to Form this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
City Attorney  
City of Moreno Valley

**NOTE:** This bond must be executed by both parties. Corporate seal may be affixed hereto. All signatures must be acknowledged before a notary public (attach acknowledgments). The attorney-in-fact for the corporate surety must be registered, as such, in at least one county in the State of California. (Attach one original Power of Attorney sheet for each bond).



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

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 14, 2009

**TITLE:** ADOPT THE PROPOSED RESOLUTION TO APPROVE THE CITY OF MORENO VALLEY DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM FOR SUBMITTAL TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS)

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Adopt Resolution No. 2009-71, to approve the City of Moreno Valley DBE Program for submittal to Caltrans.

### **BACKGROUND**

The DBE Program was formally adopted by Resolution No. 2001-08 on February 27, 2001. The resolution approved the DBE Program, which included the appointment of the Public Works Director as the DBE Liaison Officer for the City of Moreno Valley, and authorized the City Manager to sign the DBE Program and supporting documents. Approving the DBE Program was necessary for the City to receive Federal-Aid Transportation Funds. Annually thereafter, the City published a DBE goal for the Federal Fiscal Year (FFY) of October 1st through September 30th. A new resolution is required due to major changes in the DBE program.

### **DISCUSSION**

The U.S. Department of Transportation (DOT) requires compliance with the DBE Program as a condition to receive federal funding on transportation projects. The City of Moreno Valley must ensure that DBEs have an equal opportunity to receive and participate in DOT-assisted contracts. In accordance with the latest directives issued in March 2009 by the Caltrans Division of Local Assistance, DOT and Caltrans require the

implementation of the new DBE program that includes both race-neutral and race-conscious components. The race-conscious component of the DBE Program is limited to under-utilized DBEs (UDBE), and requires local agencies to incorporate a race-conscious DBE contract goal. The race-neutral component focuses on all small businesses and includes both race and gender neutrality.

The City is required to approve the Caltrans DBE Program Implementation Agreement which identifies the City's overall Annual Anticipated DBE Participation Level (AADPL) and includes race-neutral and race-conscious goal components. The AADPL and goals must be updated annually for the FFY of October 1st through September 30th. The AADPL and goals are determined using the goal establishing methodology specified by Caltrans. The new DBE Program is structured to ensure that the goals reflect the availability of DBEs in the local market area.

The City is also required to appoint a DBE Liaison Officer responsible for implementing all aspects of the DBE program and ensuring that the City complies with all provisions of Title 49, Code of Federal Regulations (CFR), Part 26. It is recommended that the Public Works Director be appointed as the DBE Liaison Officer, and the City Manager be authorized to sign the Caltrans DBE Implementation Agreement and supporting documents, as well as any amendments to the agreement on an annual basis.

**ALTERNATIVES**

1. Adopt the proposed Resolution to approve the City of Moreno Valley DBE Program for submittal to Caltrans. *Adoption of the new DBE Program is necessary to receive federal transportation funds for projects such as roadway widening, bridge replacement and rehabilitation, State Route interchange projects and bicycle and pedestrian facilities.*
2. Do not adopt the proposed Resolution to approve the City of Moreno Valley DBE Program for submittal to Caltrans. *This alternative eliminates federal funding for all qualifying projects.*

**FISCAL IMPACT**

DOT programs funded through the State Highway Account are reimbursable programs. Approximately \$9.6 million in federal funds have been allocated and programmed into the City's Fiscal Year (FY) 2009-2010 Capital Improvement Plan.

**FY 2009/2010 Budgeted Federal-Aid Funds**

<u>SR-60 / Nason Street Interchange</u>	
TEA Demonstration Funds (125.89720) .....	\$4,500,000
STPL Discretionary Funds (125.89720) .....	\$1,770,219
<u>Sunnymead Boulevard / Frederick Street to Perris Boulevard</u>	
TE Grant .....	\$1,264,800

<u>Heacock Street Bridge / Perris Valley Storm Drain Lateral "A"</u>	
HBRRP Funds (125.66825) .....	\$ 107,969
<u>Reche Vista Realignment / Perris / Heacock to North City Limits</u>	
STPL Funds (125.66722) .....	<u>\$1,967,000</u>
<b>Total Federal-Aid Funds .....</b>	<b>\$9,609,988</b>

Approving the DBE Program will ensure that the City continues to receive Federal-Aid funds.

**CITY COUNCIL GOALS**

**REVENUE DIVERSIFICATION AND PRESERVATION**

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

**PUBLIC 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**

Adoption of Resolution No. 2009-71, to approve the City of Moreno Valley DBE Program for submittal to Caltrans is necessary for the City to receive Federal-Aid Transportation Funds in accordance with DOT, Title 49, CFR, Part 26.

**ATTACHMENTS**

Attachment "A" - Proposed Resolution

Prepared By:  
Linda Wilson  
Senior Management Analyst

Department Head Approval:  
Chris 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\Caltrans-FHWA\DBE Disadvantage Business Enterprise\DBE Yearly Goals\FY 2009-10\FY 09-10 docs\Staff Report.doc



RESOLUTION NO. 2009-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO APPROVE THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM FOR SUBMITTAL TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS).

WHEREAS, Title 49, Code of Federal Regulations (CFR), Part 26, heretofore requires a DBE Program for recipients of U.S. Department of Transportation (DOT) funds through Caltrans; and

WHEREAS, the City of Moreno Valley intends to receive federal financial assistance from the DOT through Caltrans; and

WHEREAS, Caltrans conducted a DBE Availability and Disparity Study that determined the significant underutilization of several presumed disadvantaged groups, and therefore, modified the DBE Program in March 2009 to include a race-conscious component to address this underutilization; and

WHEREAS, as a condition of receiving federal assistance, the City of Moreno Valley is required to adopt and execute the new Caltrans DBE Program Implementation Agreement and execute the new Caltrans DBE Program Implementation Agreement;

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

1. The Caltrans DBE Program Implementation Agreement, which is attached, hereto and made a part of this resolution is hereby approved; and
2. The Public Works Director is hereby appointed as the DBE Liaison Officer whose duties and responsibilities are defined in the DBE Program; and
3. The City Manager is authorized to execute and submit the Caltrans DBE Program Implementation Agreement and supporting documents as well as any amendments to the agreement on an annual basis, and
4. The City Manager is authorized to execute and submit the Local Agency DBE Annual Submittal Form to Caltrans to remain in conformance with the DBE Program on an annual basis.

APPROVED AND ADOPTED this 14th day of July, 2009.

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Mayor

ATTEST:

---

City Clerk

APPROVED AS TO FORM:

---

City Attorney

RESOLUTION JURAT

**ATTACHMENTS**

Attachment "A" - Exhibit 9-A DBE Implementation Agreement for Local Agencies

Attachment "B" - Exhibit 9-B Local Agency DBE Annual Submittal Form

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**Exhibit 9-A Disadvantaged Business Enterprise Implementation Agreement for Local Agencies**

**CALIFORNIA**

**DEPARTMENT OF TRANSPORTATION**

**DISADVANTAGED BUSINESS ENTERPRISE**

**PROGRAM**

**IMPLEMENTATION AGREEMENT**

**FOR**

**LOCAL AGENCIES**

## CALIFORNIA DEPARTMENT OF TRANSPORTATION DISADVANTAGED BUSINESS ENTERPRISE IMPLEMENTATION AGREEMENT

For the City of Moreno Valley/County of Riverside, hereinafter referred to as “RECIPIENT.”

### I Definition of Terms

The terms used in this agreement have the meanings defined in 49 CFR § 26.5.

### II OBJECTIVE/POLICY STATEMENT (§26/1. 26/23)

The RECIPIENT intends to receive federal financial assistance from the U. S. Department of Transportation (DOT) through the California Department of Transportation (Caltrans), and as a condition of receiving this assistance, the RECIPIENT will sign the California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement (hereinafter referred to as Agreement). The RECIPIENT agrees to implement the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan (hereinafter referred to as the DBE Program Plan) as it pertains to local agencies. The DBE Program Plan is based on U.S. Department of Transportation (DOT), 49 CFR, Part 26 requirements.

It is the policy of the RECIPIENT to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also their policy:

- To ensure nondiscrimination in the award and administration of DOT-assisted contracts.
- To create a level playing field on which DBE’s can compete fairly for DOT-assisted contracts.
- To ensure that their annual overall DBE participation percentage is narrowly tailored, in accordance with applicable law.
- To ensure that only firms that fully meet 49 CFR, Part 26 eligibility standards are permitted to participate as DBEs.
- To help remove barriers to the participation of DBEs in DOT-assisted contracts.
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

### III Nondiscrimination (§26.7)

RECIPIENT will never exclude any person from participation in, deny any person the benefits of, or otherwise discriminate against anyone in connection with the award and performance of any contract covered by 49 CFR, Part 26 on the basis of race, color, sex, or national origin. In administering the local agency components of the DBE Program Plan, the RECIPIENT will not, directly, or through contractual or other arrangements, use criteria or methods of administration that have the effect of defeating or substantially impairing accomplishment of the objectives of the DBE Program Plan with respect to individuals of a particular race, color, sex, or national origin.

#### IV Annual DBE Submittal Form (§26.21)

The RECIPIENT will provide to the Caltrans District Local Assistance Engineer (DLAE) a completed *Local Agency DBE Annual Submittal Form* (Exhibit 9-B) by June 1 of each year for the following Federal Fiscal Year (FFY). This form includes an Annual Anticipated DBE Participation Level (AADPL), methodology for establishing the AADPL, the name, phone number, and electronic mailing address of the designated DBELO, and the choice of Prompt Pay Provision to be used by the RECIPIENT for the following FFY.

#### V Race-Neutral Means of Meeting the Overall Statewide Annual DBE Goal (§26.51)

RECIPIENT must meet the maximum feasible portion of its AADPL by using race-neutral means of facilitating DBE participation. Race-neutral DBE participation includes any time a DBE wins a prime contract through customary competitive procurement procedures, is awarded a subcontract on a prime contract that does not carry a DBE goal, or even if there is a DBE goal, wins a subcontract from a prime contractor that did not consider its DBE status in making the award (e.g., a prime contractor that uses a strict low-bid system to award subcontracts).

Race-neutral means include, but are not limited to, the following:

1. Arranging solicitations, times for the presentation of bids, quantities, specifications, and delivery schedules in ways that facilitate DBE, and other small businesses, participation (e.g., unbundling large contracts to make them more accessible to small businesses, requiring or encouraging prime contractors to subcontract portions of work that they might otherwise perform with their own forces);
2. Providing assistance in overcoming limitations such as inability to obtain bonding or financing (e.g., by such means as simplifying the bonding process, reducing bonding requirements, eliminating the impact of surety costs from bids, and providing services to help DBEs, and other small businesses, obtain bonding and financing);
3. Providing technical assistance and other services;
4. Carrying out information and communication programs on contracting procedures and specific contract opportunities (e.g., ensuring the inclusion of DBEs, and other small businesses, on recipient mailing lists of bidders; ensuring the dissemination to bidders on prime contracts of lists of potential subcontractors; provision of information in languages other than English, where appropriate);
5. Implementing a supportive services program to develop and improve immediate and long-term business management, record keeping, and financial and accounting capability for DBEs and other small businesses;
6. Providing services to help DBEs, and other small businesses, improve long-term development, increase opportunities to participate in a variety of types of work, handle increasingly significant projects, and achieve eventual self-sufficiency;
7. Establishing a program to assist new, start-up firms, particularly in fields in which DBE participation has historically been low;
8. Ensuring distribution of your DBE directory, through print and electronic means, to the widest feasible universe of potential prime contractors; and
9. Assisting DBEs, and other small businesses, to develop their capability to utilize emerging technology and conduct business through electronic media.

**VI Race Conscious Means of Meeting the Overall Statewide Annual DBE Goal (§26.51(d))**

RECIPIENT must establish contract goals for Underutilized Disadvantaged Business Enterprises (UDBEs) to meet any portion of your AADPL you do not project being able to meet using race-neutral means. UDBEs are limited to these certified DBEs that are owned and controlled by African Americans, Native Americans, Women, and Asian Pacific Americans.

**VII Quotas (§26.43)**

RECIPIENT will not use quotas or set-asides in any way in the administration of the local agency component of the DBE Program Plan.

**VIII DBE Liaison Officer (DBELO) (§26.25)**

RECIPIENT has designated a DBE Liaison Officer. The DBELO is responsible for implementing the DBE Program Plan, as it pertains to the RECIPIENT, and ensures that the RECIPIENT is fully and properly advised concerning DBE Program Plan matters. [Specify resources available to the DBELO; e.g., the DBELO has a staff of two professional employees assigned to the DBE program on a full-time basis and two support personnel who devote a portion of their time to the program.] The name, address, telephone number, electronic mail address, and an organization chart displaying the DBELO's position in the organization are found in **Attachment I** to this Agreement. This information will be updated annually and included on the DBE Annual Submittal Form.

The DBELO is responsible for developing, implementing, and monitoring the RECIPIENT's requirements of the DBE Program Plan in coordination with other appropriate officials. Duties and responsibilities include the following:

1. Gathers and reports statistical data and other information as required.
2. Reviews third party contracts and purchase requisitions for compliance with this program.
3. Works with all departments to determine projected Annual Anticipated DBE Participation Level.
4. Ensures that bid notices and requests for proposals are made available to DBEs in a timely manner.
5. Analyzes DBE participation and identifies ways to encourage participation through race-neutral means.
6. Participates in pre-bid meetings.
7. Advises the CEO/governing body on DBE matters and DBE race-neutral issues.
8. Provides DBEs with information and recommends sources to assist in preparing bids, obtaining bonding and insurance.
9. Plans and participates in DBE training seminars.
10. Provides outreach to DBEs and community organizations to fully advise them of contracting opportunities.



**IX Federal Financial Assistance Agreement Assurance (§26.13)**

RECIPIENT will sign the following assurance, applicable to and to be included in all DOT-assisted contracts and their administration, as part of the program supplement agreement for each project.

The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract, or in the administration of its DBE Program, or the requirements of 49 CFR Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR, Part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). [Note – this language is to be used verbatim, as it is stated in §26.13(a).]

**X DBE Financial Institutions (§26.27)**

It is the policy of the RECIPIENT to investigate the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in the community to make reasonable efforts to use these institutions, and to encourage prime contractors on DOT-assisted contracts to make use of these institutions.

Information on the availability of such institutions can be obtained from the DBELO. The Caltrans' Disadvantaged Business Enterprise Program may offer assistance to the DBELO.

**XI Directory (§26.31)**

RECIPIENT will refer interested persons to the Unified Certification Program DBE directory available from the Caltrans Disadvantaged Business Enterprise Program's website at [www.dot.ca.gov/hq/bep](http://www.dot.ca.gov/hq/bep).

**XII Required Contract Clauses (§§26.13, 26.29)**

RECIPIENT ensures that the following clauses or equivalent will be included in each DOT-assisted prime contract:

**A. CONTRACT ASSURANCE**

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as recipient deems appropriate.

[Note – This language is to be used verbatim, as is stated in §26.13(b). See Caltrans Sample Boiler Plate Contract Documents on the Internet at [www.dot.ca.gov/hq/LocalPrograms](http://www.dot.ca.gov/hq/LocalPrograms) under "Publications."]

## **B. PROMPT PAYMENT**

### **Prompt Progress Payment to Subcontractors**

The local agency shall require contractors and subcontractors to be timely paid as set forth in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subcontractors. The 10-days is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of Section 7108.5 shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

### **Prompt Payment of Withheld Funds to Subcontractors**

The local agency shall ensure prompt and full payment of retainage from the prime contractor to the subcontractor within thirty (30) days after the subcontractor's work is satisfactorily completed and accepted. This shall be accompanied by including either (1), (2), or (3) of the following provisions [local agency equivalent will need Caltrans approval] in their federal-aid contracts to ensure prompt and full payment of retainage [withheld funds] to subcontractors in compliance with 49 CFR 26.29.

No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance; and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

### **XIII Local Assistance Procedures Manual**

The RECIPIENT will advertise, award and administer DOT-assisted contracts in accordance with the most current published Local Assistance Procedures Manual (LAPM).

### **XIV Transit Vehicle Manufacturers (§ 26.49)**

If FTA-assisted contracts will include transit vehicle procurements, RECIPIENT will require each transit vehicle manufacturer, as a condition of being authorized to bid or propose on transit vehicle procurements, to certify that it has complied with the requirements of 49 CFR Part 26, Section 49.

### **XV Bidders List (§26.11(c))**

The RECIPIENT will create and maintain a bidders list, consisting of information about all DBE and non-DBE firms that bid or quote on its DOT-assisted contracts. The bidders list will include the name, address, DBE/non-DBE status, age, and annual gross receipts of the firm.

### **XVI Reporting to the DLAE**

RECIPIENT will promptly submit a copy of the Local Agency Bidder/Proposer-UDBE Commitment (Consultant Contract), (Exhibit 10-O(1) "Local Agency Bidder/Proposer-DBE Commitment (Consultant Contract)") or Exhibit 15-G(1) "Local Agency Bidder-UDBE Commitment (Construction Contract) to the DLAE at the time of award of the consultant or construction contracts.

RECIPIENT will promptly submit a copy of the Local Agency Bidder-DBE Information (Exhibit 15-G(2) "Local Agency Bidder-DBE (Construction Contracts) – Information" or Exhibit 10-O(2) "Local Agency Proposer/Bidder-DBE (Consultant Contracts)-Information" of the LAPM) to the DLAE at the time of execution of consultant or construction contract.

RECIPIENT will promptly submit a copy of the Final Utilization of DBE participation to the DLAE using Exhibit 17-F "Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors" of the LAPM immediately upon completion of the contract for each consultant or construction contract.

**XVII Certification (§26.83(a))**

RECIPIENT ensures that only DBE firms currently certified by the California Unified Certification Program will participate as DBEs on DOT-assisted contracts.

**XVIII Confidentiality**

RECIPIENT will safeguard from disclosure to third parties, information that may reasonably be regarded as confidential business information consistent with federal, state, and local laws.

By \_\_\_\_\_  
Robert Gutierrez, City Manager  
City of Moreno Valley

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

Phone Number: 951-413-3020

This California Department of Transportation's Disadvantaged Business Enterprise Program Implementation Agreement is accepted by:

\_\_\_\_\_  
[Signature of DLAE]

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

\_\_\_\_\_  
[Print Name of DLAE]

Distribution: (1) Original – DLAE  
(2) Signed copy by the DLAE – Local Agency  
  
(Updated: March 4, 2009)

## Exhibit 9-B Local Agency DBE Annual Submittal Form

TO: CALTRANS DISTRICT 8  
District Local Assistance Engineer

The amount of the Annual Anticipated DBE Participation Level (AADPL) and methodology are presented herein, in accordance with Title 49 of the Code of Federal Regulations (CFR), Part 26, and the State of California, Department of Transportation Disadvantaged Business Enterprise (DBE) Program Plan.

The City of Moreno Valley submits our AADPL information.

We have established an AADPL of 7.0% (2.1% Race Neutral; 4.9% Race Conscious) for the Federal Fiscal Year 2009 /2010 beginning on October 1, 2009 and ending on September 30, 2010.

### Methodology

**Please see Attachment I**

### Disadvantaged Business Enterprise Liaison Officer (DBELO)

Chris Vogt, DBE Liaison Officer  
Public Works Director/ City Engineer  
City of Moreno Valley  
P.O. Box 88005  
Moreno Valley, CA 92552  
Ph. 951-413-3100/ Fax 951-413-3170  
e-mail:chrisv@moval.org

### Planned Race-Neutral Measures

The City of Moreno Valley plans to implement the following race-neutral measures for the upcoming Federal Fiscal Year per 49 CFR Part 26.51 and Section V of Exhibit 9A the California Department of Transportation Race-Conscious DBE Program Implementation Agreement for Local Agencies:

- Arranging solicitations, times for the presentation of bids, quantities specifications, and delivery schedules in ways that facilitate DBE and other small businesses participation.
- Providing technical assistance and other services.
- Carrying out information and communication programs on contracting procedures and specific contract opportunities.

### Prompt Pay

Federal regulation (49 CFR 26.29) requires one of three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage, kept by the prime contractor or subcontractor, to a subcontractor. (Attached is a listing of the three methods. On the attachment, please designate which prompt payment provision the local agency will use.)

49 CFR Part 26.29(d) requires providing appropriate means to enforce prompt payment. These means may include appropriate penalties for failure to comply with the terms and conditions of the contract. The means may also provide that any delay or postponement of payment among the parties may take place only for good cause, with the local agency's prior written approval. Please briefly describe the monitoring and enforcement mechanisms in place to ensure that all subcontractors, including DBEs, are promptly paid.

\_\_\_\_\_  
Robert G. Gutierrez, City Manager  
City of Moreno Valley

\_\_\_\_\_  
Date

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Patrick Halley, Caltrans District Local Assistance Engineer

\_\_\_\_\_  
Date

Distribution: (1) Original - DLAE  
(2) Signed copy by the DLAE – Local Agency

DBE Annual Submittal Form (04/01/08)

### Prompt Payment of Withheld Funds to Subcontractors

Federal regulation (49 CFR 26.29) requires one of the following three methods be used in federal-aid contracts to ensure prompt and full payment of any retainage kept by the prime contractor or subcontractor to a subcontractor.

Please check the box of the method chosen by the local agency to ensure prompt and full payment of any retainage.

- Method 1:** No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 2:** No retainage will be held by the agency from progress payments due the prime contractor. Any retainage kept by the prime contractor or by a subcontractor must be paid in full to the earning subcontractor in 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.
- Method 3:** The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The prime contractor or subcontractor shall return all monies withheld in retention from all subcontractors within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating prime contractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of: a dispute involving late payment or nonpayment by the contractor; deficient subcontractor performance and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

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**CITY OF MORENO VALLEY  
ANNUAL ANTICIPATED DBE PARTICIPATION LEVEL (AADPL)  
METHODOLOGY FOR FY 2010**

October 1, 2009 though September 30, 2010

**INTRODUCTION**

In accordance with directives issued by the California Department of Transportation (Caltrans) Division of Local Assistance (letter dated March 4, 2009), the Federal Highway Administration (FHWA) and Caltrans requires the implementation of the new Disadvantaged Business Enterprise (DBE) Program that includes a Race-Conscious (RC) component. The City of Moreno Valley, as a local agency receiving federal-aid funds is implementing the new RC DBE Program.

The findings of the Caltrans Availability and Disparity Study revealed statistically significant underutilization of the following four groups: African American, Asian Pacific American, Native American, and Women. The RC component of the DBE Program is limited to under-utilized DBEs (UDBE), and requires local agencies to incorporate a race-conscious DBE contract goal. The remaining two presumed disadvantaged groups, Hispanic and Subcontinent Asian Males, shall be reported and counted toward the race-neutral portion of the City of Moreno Valley's overall AADPL.

**FHWA-ASSISTED CONTRACTING PROGRAM FOR FEDERAL FISCAL YEAR (FFY) 2010**

The following table represents the three (3) City of Moreno Valley FHWA Federal-aid construction projects anticipated to be awarded in FFY 2010:

<b>PROJECT</b>	<b>TOTAL ESTIMATED PROJECT COST</b>	<b>ESTIMATED FEDERAL DOLLAR SHARE</b>
Route 60/Nason Street Interchange	\$11,664,732	\$6,270,219
Reche Vista Realignment - Perris/Heacock	\$2,723,433	\$1,967,000
Heacock Street Bridge PVSD Lateral A	\$2,159,063	\$2,016,000
<b>TOTAL</b>	<b>\$16,547,228</b>	<b>\$10,253,219</b>

**METHODOLOGY**

The City of Moreno Valley's methodology is based on the following analysis, and is detailed in Attachments **A through D**.

DATA AND PROCESS UTILIZED IN CALCULATING THE AADPL BASE FIGURE

- Review of the City's three FY 2010 FHWA-assisted construction projects: 1) Route 60 / Nason Street Interchange, \$11,664,732; 2) Reche Vista Realignment, \$2,723,433 and 3) Heacock Street Bridge Replacement Project, \$2,159,063.

- Analysis of the City of Moreno Valley's FY 2007 and FY 2008 Bidders/Planholders Lists to determine which counties, based on zip codes, have significant bidder representation (**Attachment A**). The City's market area includes Riverside, San Bernardino and Orange counties.
- Review of the Scope of Work for each project, and assignment of an NAICS code to each work category including costs (**Attachment B**).
- Query of the California Unified Certification Program (CUCP) database for all DBEs in the relevant NAICS codes, located in the counties of Orange, Riverside and San Bernardino (**Attachment C**).
- Query of the U.S. Census Data 2006 County Business Patterns for all businesses in the relevant NAICS codes, located in the counties of Orange, Riverside and San Bernardino (**Attachment C**).
- Consideration of other factors, detailed on page 4, to determine if the preliminary FY 2010 AADPL base figure should be adjusted.

**DETERMINATION OF BASE FIGURE**

Step 1: The City of Moreno Valley's FY 2007 and FY 2008 Bidders/Planholders Lists were reviewed to determine the Market Area. (The list consists of bidders/planholders for three (3) City of Moreno Valley federally-assisted construction contracts. A county was assigned to each bidder's zip code, to reveal which county(ies) had the most significant bidder representation. The data revealed that 34.7% of bidders were located in Riverside County, 29.3% were located in Orange County and 16.0 % were located in San Bernardino County. Therefore, it was determined that the counties of Orange, Riverside and San Bernardino should be utilized in determining the FY 2010 AADPL.

**For Step 1, please refer to Attachment A.**

Step 2: The scope of work of the City of Moreno Valley's three FHWA-assisted construction projects was analyzed. NAICS codes were assigned to each work category for each project. The dollar amounts allocated to each NAICS code, for each project, were added, to arrive at a total dollar amount and percentage allocated to each NAICS code, for all of the projects. The results are as follows:

<b>NAICS Code</b>	<b>\$ Amount (All Projects) Allocated to Each NAICS Code</b>	<b>% of Total \$ Amount (All Projects) Allocated to Each NAICS Code</b>
237310	\$13,930,628	84.19%
238910	\$1,464,630	8.85%
238210	\$1,151,970	6.96%
<b>Total *</b>	<b>\$16,547,228</b>	<b>100.00%</b>

\* The total amount shown above (\$16,547,228) equals the sum of the dollar amounts of all projects (\$11,664,732 + \$2,723,433 + \$2,159,063= \$16,547,228).

**For Step 2, please refer to Attachment B.**

Step 3: The CUCP database was queried for all DBEs in the applicable NAICS codes located in the counties of Riverside, San Bernadino and Orange. The query revealed the following results:

NAICS Code	Description	# of DBEs in Orange County *	# of DBEs in Riverside County*	# of DBEs in San Bernardino County*
237310	Highway, Street & Bridge	8	8	5
238910	Site Preparation	3	4	4
238210	Electrical Contractors	5	4	4

\* The DBEs in Orange, Riverside and San Bernardino counties were counted by selecting "Orange", "Riverside" and "San Bernardino", respectively, in the "County" field of the online DBE query form, assigning counties to the zip codes of the DBEs listed in the query results, then counting the number of zip codes in each of the three counties. Date of DBE query: May 20, 2009.

Step 4: The U.S. Census Data 2006 County Business Patterns was queried, for all businesses in the applicable NAICS codes located in the counties of Orange, Riverside and San Bernardino. The query revealed the following results:

NAICS Code	Description	# of Total Businesses in Orange County	# of Total Businesses in Riverside County	# of Total Businesses in San Bernardino
237310	Highway, Street & Bridge	64	57	54
238910	Site Preparation Contractors	230	249	179
238210	Electrical Contractors	823	507	386

Step 5: Utilizing the number of DBEs and number of all businesses, in each applicable NAICS code, located in each of the **three** counties utilized in this analysis, the percentage of DBEs to all businesses, in each NAICS code, was established. From these results, a three county (Orange, Riverside and San Bernardino) average percentage was established.

NAICS Code	% of DBEs to All Businesses			Three-County Average
	Orange County	Riverside County	San Bernardino County	
237310	12.50%	14.04%	9.26%	11.93%
238910	1.30%	1.61%	2.23%	1.71%
238210	0.61%	0.79%	1.04%	0.81%

**For Steps 3 through 6, please refer to Attachment C.**

Step 6: **AADPL**

To establish the AADPL, the following formula is used to calculate the AADPL for each NAICS Code. Then each NAICS Code calculation is added together to establish the overall AADPL.

$$\text{All DBEs} / \text{All Businesses} \times \text{NAICS Code Weight} = \text{AADPL for NAICS Code}$$

**Race-Conscious**

The calculation is the same for the Race-Conscious component except that UDBES are substituted for DBEs.

$$\text{All UDBEs} / \text{All Businesses} \times \text{NAICS Code Weight} = \text{AADPL for NAICS Code}$$

**Race-Neutral**

To establish the Race-Neutral component of the AADPL, the Race-Conscious calculation is subtracted from the AADPL calculation.

The results for each NAICS code were added, to yield a **preliminary AADPL base figure of 10.3%**.

**For Step 6, please refer to Attachments D through G.**

ADJUSTMENT OF BASE FIGURE

The following factors were reviewed and analyzed to determine if the preliminary FY 2010 AADPL base figure should be adjusted:

- **Factor #1: Analysis of City of Moreno Valley's Bidders List:** A review of the bidders list indicates that 3 of the 75 firms on the list were DBE firms (no UDBEs), and 1 of the 3 DBE firms fell outside the market area (Los Angeles County). Therefore, the available information does not merit an adjustment of the FY 2010 AADPL base figure.
- **Factor #2: Evidence from Disparity Studies:** Caltrans completed a Disparity Study and implemented changes to its DBE Program accordingly. The study found that 4 out of the 6 presumed disadvantaged groups, as defined in 49 CFR Part 26.5, still meet the criteria for setting race-conscious goals. Caltrans has instituted a race-conscious component of the DBE Program that will be limited to these 4 groups (African American, Asian Pacific American, Native American, and Women). Therefore, Caltrans has addressed this factor by creating the new DBE Program, and no adjustment of the FY 2010 AADPL base figure is necessary.
- **Factor #3: Other Agencies' AADPLs:** Several other cities with FHWA-assisted construction contracts were surveyed, to obtain information regarding their FY 2009 AADPLs. The percentages represented a wide range of AADPLs, as follows: **City of Culver City 4 %**, **City of Pomona 10% (median)**, **City of Santa Clarita 15.3%**, **City of Palmdale 14.6%**, and **City of Santa Monica 9%**. Since the median of other agency AADPLs is 10%, the FY 2010 AADPL will not be adjusted for this factor.
- **Factor #4: Past DBE utilization on City of Moreno Valley FHWA-assisted construction projects:** Within the past three fiscal years, the City completed 4 FHWA-assisted construction projects (see table below).

PROJECT	DBE CONTRACT GOAL	DBE GOAL COMMITMENT	COMPLETION DATE	DBE GOAL ATTAINMENT
AQUADUCT BIKE TRAIL	11%	11%	MARCH 22, 2007	11.6%
IRONWOOD AVENUE STREET IMPROVEMENTS	0%	0%	MARCH 25, 2008	2.5%
HEACOCK ST. & FREDERICK ST./PIGEON PASS ROAD REHABILITATION	9%	0.8%	MAY 26, 2009	4.7%
INDIAN ST. AND CACTUS AVE. INTERSECTION AND STORM DRAIN IMPROVEMENTS	9%	2.2%	JANUARY 27, 2009	2.2%

Base Figure (10.3%) + Median Past Participation (4.7%+2.5%/2) / 2 = Adjusted Base Figure

**The Adjusted Base Figure is 6.95% rounded up to 7%.**

- **Factor #5: Other Relevant Evidence:** We are not aware of any additional relevant data or factors, in addition to the data and factors considered, that would merit consideration for adjusting the FY 2010 AADPL base figure.

**CONTRACT-SPECIFIC UDBE GOALS**

The City of Moreno Valley calculated AADPLs for each FY 2010 project utilizing the NAICS codes and project costs as outlined in **Attachment B**. The contract-specific AADPLs consist of a Race-Conscious and Race-Neutral component. The contract-specific AADPL calculations are contained in **Attachments E through G**.

Project	Overall AADPL %	Race-Conscious %	Race-Neutral %
SR 60/Nason Street Interchange	7.0	5.3*	1.7
Reche Vista Realignment	7.0	3.8*	3.2
Heacock Street Bridge/PVSD Lateral A	7.0	4.3*	2.7

\* indicates contract specific UDBE goal.

Attachment E – State Route 60/Nason Street Interchange  
Attachment F – Reche Vista Realignment  
Attachment G – Heacock Street Bridge/PVSD Lateral A

**FINAL FY 2009 AADPL FOR FHWA-ASSISTED CITY OF MORENO VALLEY CONSTRUCTION PROJECTS**

Based on all of the data and factors utilized in this analysis, **the City of Moreno Valley’s Fiscal Year 2010 AADPL, for FHWA-assisted federal-aid construction projects, has been established at 7.0%. The Race-Conscious component is established at 4.9% and the Race-Neutral component is established at 2.1%.**

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**ATTACHMENT A  
ANALYSIS OF BIDDERS LIST FOR THE CITY OF MORENO VALLEY**

<b>Fiscal Year</b>	<b>Total # of Bidders</b>	<b>Los Angeles County</b>	<b>Orange County</b>	<b>Riverside County</b>	<b>San Bernardino County</b>	<b>Ventura County</b>	<b>San Diego, Imperial &amp; Yolo Counties</b>	<b>Central &amp; Northern CA</b>	<b>Out-of-State</b>
FY 2007/2008	65	10	18	21	11	0	5	0	0
FY 2006/2007	10	0	4	5	1	0	0	0	0
<b>% of Total Bidders</b>	<b>100.0%</b>	<b>13.33%</b>	<b>29.33%</b>	<b>34.67%</b>	<b>16.00%</b>	<b>0.00%</b>	<b>6.67%</b>	<b>0.00%</b>	<b>0.00%</b>

**Note:** The above analysis was prepared utilizing bidders/planholders lists representing the four (4) FHWA projects advertised by the City of Moreno Valley in FY 2007 and FY 2008.

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**ATTACHMENT B  
WORK ALLOCATION, ASSIGNMENT OF NAICS CODES AND  
PERCENTAGE OF WORK ALLOCATED TO EACH NAICS CODE**

<b>Project #1: SR- 60 Nason Interchange</b>		
<b>NAICS Code and Description</b>		<b>Project Construction Cost: \$10,497,508</b>
<b>NAICS</b>	<b>Description</b>	<b>\$ Amount of Work Allocated to NAICS Code</b>
237310	Highway, Street and Bridge	\$10,737,762
238210	Electrical Contractors	\$926,970
<b>Total</b>		<b>\$11,664,732</b>

<b>Project #2: Reche Vista Realignment</b>		
<b>NAICS Code and Description</b>		<b>Project Construction Cost: \$2,560,000</b>
<b>NAICS</b>	<b>Description</b>	<b>\$ Amount of Work Allocated to NAICS Code</b>
237310	Highway, Street and Bridge	\$1,626,433
238210	Electrical Contractors	\$225,000
238910	Site Preparation	\$872,000
<b>Total</b>		<b>\$2,723,433</b>

<b>Project #3: Heacock Bridge/PVSD Lateral A</b>		
<b>NAICS Code and Description</b>		<b>Project Construction Cost: \$2,159,063</b>
<b>NAICS</b>	<b>Description</b>	<b>\$ Amount of Work Allocated to NAICS Code</b>
237310	Highway, Street and Bridge	\$1,566,433
238910	Site Preparation	\$592,630
<b>Total</b>		<b>\$2,159,063</b>

<b>TOTAL PROJECTS</b>			
<b>NAICS Code and Description</b>		<b>Total Project Construction Cost: \$16,547,228</b>	
<b>NAICS</b>	<b>Description</b>	<b>\$ Amount of Work Allocated to NAICS Code</b>	<b>% of Work Allocated to NAICS Code</b>
237310	Highway, Street and Bridge	\$13,930,628	84.19%
238210	Electrical Contractors	\$1,151,970	6.96%
238910	Site Preparation	\$1,464,630	8.85%
<b>Total</b>		<b>\$16,547,228</b>	<b>100.00%</b>

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**ATTACHMENT C  
NUMBER AND PERCENTAGE OF DBEs TO ALL BUSINESSES  
ESTABLISHMENT OF PRELIMINARY AADPL BASE FIGURE**

NAICS Code and Description	# of DBEs from CUCP Database			# of Businesses from U.S. Census Data 2006 County Business Patterns			% of DBEs to All Businesses			
	Orange County	Riverside County	San Bernardino County	Orange County	Riverside County	San Bernardino County	Orange County	Riverside County	San Bernardino County	3-County Average
237310 Highway, Street and Bridge	8	8	5	64	57	54	12.50%	14.04%	9.26%	11.93%
238910 Site Preparation	3	4	4	230	249	179	1.30%	1.61%	2.23%	1.72%
238210 Electrical Contractors	5	4	4	823	507	386	0.61%	0.79%	1.04%	0.81%

\* The available DBEs for this calculation were determined by selecting Orange, Riverside and San Bernardino counties, respectively, in the "County" field of the CUCP online DBE query form and assigning counties to the zip codes of the DBEs listed in the query results. Date of report query: May 20, 2009

NAICS	Description	% of Work Allocated to Each NAICS Code (All Projects)	% of DBEs to All Businesses (Three-County)	Results: Preliminary AADPL Base Figure
237310	Highway, Street and Bridge	84.19%	11.93%	10.05%
238210	Electrical Contractors	6.96%	1.72%	0.12%
238910	Site Preparation	8.85%	0.81%	0.07%
<b>Total</b>		<b>100.00%</b>		<b>10.24%</b>

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**ATTACHMENT D  
AADPL BASE FIGURE CALCULATION WORKSHEET**

<b>NAICS Codes</b>			
	<b>#237310</b>	<b>#238210</b>	<b>#238910</b>
Formula	(C/A)*D	(C/A)*D	(C/A)*D
<b>AADPL</b>	10.103%	0.053%	0.148%
			<b>10.30%</b>
Formula	(B/A)*D	(B/A)*D	(B/A)*D
<b>Face-Conscious</b>	4.811%	0.028%	0.094%
	10.103 - 4.811	0.053 - 0.028	0.148 - 0.094
<b>Face-Neutral</b>	5.292%	0.024%	0.054%
			<b>5.37%</b>
<b>NAICS Codes</b>			
	<b>#237310</b>	<b>#238210</b>	<b>#238910</b>
A = All Businesses	175	1716	658
B = All UDBEs	10	7	7
C = All DBEs	21	13	11
D = Weight	84.19%	6.96%	8.85%

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**ATTACHMENT E  
SR 60/NASON STREET INTERCHANGE RACE-CONSCIOUS GOAL**

<b>NAICS Codes</b>	
<b>#237310</b>	<b>#238210</b>
(C/A)*D	(C/A)*D
11.040%	0.061%
<b>11.040+0.061</b>	<b>11.10%</b>
<b>5.257%</b>	<b>0.033%</b>
<b>11.040 - 0.061</b>	<b>0.061 - 0.033</b>
<b>5.783%</b>	<b>0.028%</b>
<b>5.257+0.033</b>	<b>5.29%</b>
<b>5.783+0.028</b>	<b>5.81%</b>
<b>NAICS Codes</b>	
<b>#237310</b>	<b>#238210</b>
175	1716
10	7
21	13
92.00%	8.00%
<b>A = All Businesses</b>	
<b>B = All UDBEs</b>	
<b>C = All DBEs</b>	
<b>D = Weight</b>	

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**ATTACHMENT F  
RECHE VISTA REALIGNMENT RACE-CONSCIOUS GOAL**

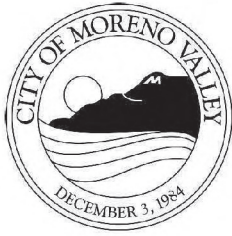
<b>NAICS Codes</b>			
	<b>#237310</b>	<b>#238210</b>	<b>#238910</b>
Formula	(C/A)*D	(C/A)*D	(C/A)*D
<b>AADPL</b>	7.164%	0.063%	0.535%
			<b>7.76%</b>
Formula	(B/A)*D	(B/A)*D	(B/A)*D
<b>Race-Conscious</b>	3.411%	0.034%	0.340%
	7.164 - 3.411	0.063 - 0.034	0.535 - 0.340
<b>Race-Neutral</b>	3.753%	0.029%	0.195%
			<b>3.98%</b>
<b>NAICS Codes</b>			
	<b>#237310</b>	<b>#238210</b>	<b>#238910</b>
A = All Businesses	175	1716	658
B = All UDBEs	10	7	7
C = All DBEs	21	13	11
D = Weight	59.70%	8.30%	32.00%

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**ATTACHMENT G  
HEACOCK BRIDGE/PVSD LATERAL A RACE-CONSCIOUS GOAL**

<b>NAICS Codes</b>			
	<u>#237310</u>	<u>#238910</u>	
Formula	(C/A)*D	(C/A)*D	(C/A)*D
<b>AADPL</b>	8.712%	0.176%	<b>8.89%</b>
Formula	(B/A)*D	(B/A)*D	(B/A)*D
<b>Race-Conscious</b>	4.149%	0.112%	<b>4.26%</b>
	8.712 - 4.149	0.176 - 0.112	<b>4.563 + 0.064</b>
<b>Race-Neutral</b>	4.563%	0.064%	<b>4.63%</b>
<b>NAICS Codes</b>			
	<u>#237310</u>	<u>#238910</u>	
A = All Businesses	175	1716	
B = All UDBEs	10	7	
C = All DBEs	21	11	
D = Weight	72.60%	27.40%	

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>RDH</i>
CITY MANAGER	<i>RM</i>

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 14, 2009

**TITLE:** Approval of Check Register for May, 2009

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### **RECOMMENDED ACTION**

Staff recommends that the City Council adopt Resolution No. 2009-72, approving the Check Register for the month of May, 2009 in the amount of \$22,683,602.18.

### **DISCUSSION**

To facilitate Council's review, the Check Register lists in alphabetical order all checks in the amount of \$25,000 or greater, followed by a listing in alphabetical order of all checks less than \$25,000. The Check Register also includes wire transfers, thus eliminating the need for a separate wire transfer register, as well as the fiscal year-to-date (FYTD) amount paid to each vendor.

### **FISCAL IMPACT**

The disbursements itemized in the attached Check Register are reflected in the adopted FY 2008-09 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

### **ATTACHMENTS/EXHIBITS**

Resolution No. 2009-72  
Check Register for Month of May, 2009

Prepared By:  
 Domilena R. Gonzales  
 Principal Accountant

Department Head Approval:  
 Steve Elam  
 Financial & Administrative Services Director

Concurred By:  
 Edith Houser  
 Financial Operations Division Manager

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

RESOLUTION NO. 2009-72

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

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period May 1, 2009 through May 31, 2009, for review and approval by the City Council of the City of Moreno Valley;

WHEREAS, it is in the best interest of the City that the referenced Check Register be approved;

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Check Register for the period May 1, 2009 through May 31, 2009, in the total amount of \$22,683,602.18 is approved.

APPROVED AND ADOPTED this 14<sup>th</sup> day of July 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.]**





# City of Moreno Valley

## Check Register

For Period 5/1/2009 through 5/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CHECKS IN THE AMOUNT OF \$25,000 OR GREATER</b>				
<b>BEMUS LANDSCAPE, INC.</b>				
5/21/2009	195006	41,374.96		
			IRRIGATION REPAIR	30.00
			IRRIGATION REPAIR	186.85
			IRRIGATION REPAIR	31.64
			IRRIGATION REPAIR	60.03
			PLANTS FOR E-4	1,600.00
			APR'09 LNDSCP MAINT>AQDCT A	850.50
			APR'09 LNDSCP MAINT>AQDCT B	735.00
			APR'09 LNDSCP MAINT>N AQDCT	525.00
			APR'09 LNDSCP MAINT>SR CTR	262.50
			APR'09 LNDSCP MAINT>EDSN/OLD L	1,785.00
			APR'09 LNDSCP MAINT>PAN AM SEC	600.00
			APR'09 LNDSCP MAINT> E-4	15,510.00
			APR'09 LNDSCP MAINT> E-4A	350.00
			APR'09 LNDSCP MAINT> E-1	7,249.49
			APR'09 LNDSCP MAINT> E-1A	608.81
			APR'09 LNDSCP MAINT> ANML SHLT	520.00
			APR'09 LNDSCP MAINT> CTY HALL	992.56
			APR'09 LNDSCP MAINT>VTRNS MEM	250.00
			APR'09 LNDSCP MAINT>CRC	1,900.00
			APR'09 LNDSCP MAINT>ANNX #1	300.00
			APR'09 LNDSCP MAINT>FIRE STATI	2,300.00
			APR'09 LNDSCP MAINT>LIBRARY	520.00
			APR'09 LNDSCP MAINT>PSB	1,047.58
			APR'09 LNDSCP MAINT>STARS BLDG	300.00
			APR'09 LNDSCP MAINT>AQDCT	1,900.00
			APR'09 LNDSCP MAINT>MVU SUBSTA	480.00
			APR'09 LNDSCP MAINT>MVU	480.00
		<b>Vendor Total</b>	<b>41,374.96</b>	
<b>FYTD for BEMUS LANDSCAPE, INC.</b>			<b>529,711.61</b>	
<b>BERG &amp; ASSOCIATES, INC.</b>				
5/14/2009	194854	37,661.57		
			PIGEON PASS RD STREET IMP SVCS	37,661.57
		<b>Vendor Total</b>	<b>37,661.57</b>	
<b>FYTD for BERG &amp; ASSOCIATES, INC.</b>			<b>353,079.61</b>	
<b>BOYLE ENGINEERING CORPORATION</b>				
5/7/2009	194710	49,556.00		
			PERRIS BLVD WIDENING PROJ SVCS	49,425.00
			PERRIS BLVD WIDENING PROJ SVCS	131.00
		<b>Vendor Total</b>	<b>49,556.00</b>	
<b>FYTD for BOYLE ENGINEERING CORPORATION</b>			<b>205,616.52</b>	



# City of Moreno Valley

## Check Register

For Period 5/1/2009 through 5/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>COMPU COM</b>				
5/21/2009	195013	113,901.13	MICROSOFT ENT. RNWL	113,901.13
<b>Vendor Total</b>		<b>113,901.13</b>		
<b>FYTD for COMPU COM</b>		<b>144,720.70</b>		
<b>COUNTY OF RIVERSIDE FIRE DEPT</b>				
5/28/2009	80513	3,199,283.39	3RD QTR FIRE SERVICES	3,199,283.39
<b>Vendor Total</b>		<b>3,199,283.39</b>		
<b>FYTD for COUNTY OF RIVERSIDE FIRE DEPT</b>		<b>13,185,310.86</b>		
<b>DMC DESIGN GROUP, INC</b>				
5/7/2009	194731	37,928.38	ALESSANDRO BLVD IMPRVMENT SVCS	37,928.38
<b>Vendor Total</b>		<b>37,928.38</b>		
<b>FYTD for DMC DESIGN GROUP, INC</b>		<b>538,684.12</b>		
<b>DOUG MARTIN CONTRACTING COMPANY, INC.</b>				
5/14/2009	194874	628,166.18	ANNUAL SLURRY SEAL AREA II SVC	628,166.18
<b>Vendor Total</b>		<b>628,166.18</b>		
<b>FYTD for DOUG MARTIN CONTRACTING COMPANY, INC.</b>		<b>1,104,392.28</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2009 through 5/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>EASTERN MUNICIPAL WATER DISTRICT</b>				
5/7/2009	194734	46,722.15		
			SERVICE APPLICATION FEES-E.O.C	46,722.15
5/14/2009	194876	30,508.75		
			WATER UTILITY	1,648.34
			WATER UTILITY	38.09
			WATER UTILITY	3,000.53
			WATER UTILITY	9,136.56
			WATER UTILITY	10,063.18
			WATER UTILITY	1,162.45
			WATER UTILITY	1,875.30
			WATER UTILITY	476.85
			WATER UTILITY	1,188.78
			WATER UTILITY	400.42
			WATER UTILITY	248.41
			WATER UTILITY	170.59
			WATER UTILITY	273.32
			WATER UTILITY	344.66
			WATER UTILITY	169.37
			WATER UTILITY	311.90
5/21/2009	195026	63,310.62		
			WATER UTILITY	1,986.46
			WATER UTILITY	1,562.30
			WATER UTILITY	604.99
			WATER UTILITY	1,005.26
			WATER UTILITY	109.43
			WATER UTILITY	22,695.81
			WATER UTILITY	5,928.44
			WATER UTILITY	1,650.98
			WATER UTILITY	7,178.72
			WATER UTILITY	3,357.02
			WATER UTILITY	2,423.76
			WATER UTILITY	6,094.77
			WATER UTILITY	471.17
			WATER UTILITY	221.86
			WATER UTILITY	48.17
			WATER UTILITY	1,116.89
			WATER UTILITY	1,964.42
			WATER UTILITY	661.86
			WATER UTILITY	227.10
			WATER UTILITY	1,548.48
			WATER UTILITY	920.11
			WATER UTILITY	415.46
			WATER UTILITY	273.81
			WATER UTILITY	308.48
			WATER UTILITY	187.95
			WATER UTILITY	346.92
5/28/2009	195184	27,094.03		
			WATER UTILITY-SUBSTN. LANDSC.	88.75
			WATER UTILITY	172.48
			WATER UTILITY	19.27
			WATER UTILITY	943.68
			WATER UTILITY	12,135.24



# City of Moreno Valley

## Check Register

For Period 5/1/2009 through 5/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			WATER UTILITY	1,169.72
			WATER UTILITY	510.97
			WATER UTILITY	6,170.32
			WATER UTILITY	3,235.90
			WATER UTILITY	2,519.49
			WATER UTILITY	34.52
			WATER UTILITY	93.69
<b>Vendor Total</b>		<b>167,635.55</b>		
<b>FYTD for EASTERN MUNICIPAL WATER DISTRICT</b>		<b>1,122,449.51</b>		
<b>EMPLOYMENT DEVELOPMENT DEPARTMENT</b>				
5/14/2009	194879	45,351.41		
			1ST QTR UNEMP REIMB CLMS	45,351.41
5/8/2009	2404	44,231.45		
			DEP STATE INC TAX W/H 5/8/09	44,231.45
5/22/2009	2414	44,828.78		
			DEP STATE INC TAX W/H 5/22/09	44,828.78
<b>Vendor Total</b>		<b>134,411.64</b>		
<b>FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT</b>		<b>1,218,766.81</b>		
<b>ENCO UTILITY SERVICES MORENO VALLEY LLC</b>				
5/21/2009	195027	27,041.11		
			ELECT. OUTAGE REPAIR	8,620.54
			MOVAL SUBST. FOR RITE AID CTR	147.36
			APR'09 PROF SRVCS>1ST INDUST.	97.58
			PERRIS BLVD 12 KV FEEDER WORK	291.69
			APR'09 PROF SRVCS>O'REILLY	1,167.86
			EOC TO CITY HALL LOOP WORK	225.63
			APR'09 PROF SRVCS>BACKBONE	2,488.77
			ENG/DESIGN WORK-CITY CAP. PROJ	1,876.41
			GLOBE KV INTERCONN TO LASSELLE	3,075.29
			NASON 12 KV > LASSELLE CIRCTS	5,081.70
			GLOBE 12 KV I.C. > INDIAN I.C.	3,968.28
<b>Vendor Total</b>		<b>27,041.11</b>		
<b>FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC</b>		<b>2,010,083.22</b>		
<b>ENVIRONMENTAL CONSTRUCTION, INC.</b>				
5/7/2009	194737	127,683.58		
			SUNNYMD BLVD REVIT. PROJ SVCS.	127,683.58
5/28/2009	195189	441,979.87		
			SUNNYMD BLVD REVIT. PROJ SVCS.	441,979.87
<b>Vendor Total</b>		<b>569,663.45</b>		
<b>FYTD for ENVIRONMENTAL CONSTRUCTION, INC.</b>		<b>2,543,191.23</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2009 through 5/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ETA CUISENAIRE</b>				
5/21/2009	195028	25,419.84		
			VOICEWORKS BOOKROOM	22,080.00
			READING RODS	1,294.56
			SALES TAX	2,045.28
<b>Vendor Total</b>		<b>25,419.84</b>		
<b>FYTD for ETA CUISENAIRE</b>		<b>25,419.84</b>		
<b>EXCEL LANDSCAPE, INC</b>				
5/14/2009	194883	26,839.00		
			APR'09 LNDSCP MAINT>E-3	24,988.00
			APR'09 LNDSCP MAINT>E-3A	1,491.00
			MISC. PLANTING>E-3	360.00
<b>Vendor Total</b>		<b>26,839.00</b>		
<b>FYTD for EXCEL LANDSCAPE, INC</b>		<b>415,931.26</b>		
<b>FULBRIGHT &amp; JAWORSKI, L.L.P.</b>				
5/14/2009	194891	26,805.52		
			MAR'09 LGL SRVCS-UTILITIES	26,805.52
<b>Vendor Total</b>		<b>26,805.52</b>		
<b>FYTD for FULBRIGHT &amp; JAWORSKI, L.L.P.</b>		<b>354,520.91</b>		
<b>HARRIS &amp; ASSOCIATES, INC.</b>				
5/7/2009	194753	30,803.57		
			SUNNYMD EMWD PIPELINE PROJ SVC	2,309.25
			SUNNYMD EMWD PIPELINE PROJ SVC	1,309.40
			SUNNYMD BLVD REVIT. PROJ SVCS.	5,840.16
			SUNNYMD BLVD REVIT. PROJ SVCS.	17,926.56
			SUNNYMD BLVD REVIT. PROJ SVCS.	3,418.20
<b>Vendor Total</b>		<b>30,803.57</b>		
<b>FYTD for HARRIS &amp; ASSOCIATES, INC.</b>		<b>433,814.01</b>		
<b>HIGHLAND FAIRVIEW PROPERTIES</b>				
5/7/2009	194757	50,000.00		
			RFND DEP- LGL SERVICES	50,000.00
<b>Vendor Total</b>		<b>50,000.00</b>		
<b>FYTD for HIGHLAND FAIRVIEW PROPERTIES</b>		<b>54,949.80</b>		
<b>IAC ENGINEERING, INC.</b>				
5/14/2009	194906	215,416.44		
			PSB PARKING LOT EXPANSION SVCS	215,416.44
<b>Vendor Total</b>		<b>215,416.44</b>		
<b>FYTD for IAC ENGINEERING, INC.</b>		<b>357,193.44</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2009 through 5/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>INTERNAL REVENUE SERVICE</b>				
5/8/2009	2403	177,295.57		
			DEP FED INC TAX W/H 5/8/09	177,295.57
5/22/2009	2413	170,587.71		
			DEP FED INC TAX W/H 5/22/09	170,587.71
<b>Vendor Total</b>		<b>347,883.28</b>		
<b>FYTD for INTERNAL REVENUE SERVICE</b>		<b>4,714,470.22</b>		
<b>K &amp; S CONSTRUCTION SERVICES, INC.</b>				
5/21/2009	195048	35,937.00		
			24638 BAY AVE-HILP>E RODRIGUEZ	35,937.00
<b>Vendor Total</b>		<b>35,937.00</b>		
<b>FYTD for K &amp; S CONSTRUCTION SERVICES, INC.</b>		<b>35,937.00</b>		
<b>LIM &amp; NASCIMENTO ENGINEERING CORP.</b>				
5/7/2009	194768	43,811.62		
			PERRIS BLVD WIDENING PROJ SVCS	43,811.62
5/21/2009	195053	35,379.12		
			PERRIS BLVD WIDENING-RAMONA XP	27,837.44
			PERRIS BLVD WIDENING-RAMONA XP	7,541.68
5/28/2009	195227	37,491.00		
			PERRIS BLVD WIDENING SVCS.	37,491.00
5/28/2009	195228	29,469.79		
			INDIAN BASIN STORM DRAIN PROJ	29,469.79
<b>Vendor Total</b>		<b>146,151.53</b>		
<b>FYTD for LIM &amp; NASCIMENTO ENGINEERING CORP.</b>		<b>640,103.65</b>		
<b>MATICH CORPORATION</b>				
5/7/2009	194772	31,129.48		
			ASPHALTIC MATERIALS-PROM PROJ.	10,422.17
			PARAKEET & SWAN PROM PROJECT	10,251.53
			QUALTON CT & SEARSON PROM PROJ	10,455.78
<b>Vendor Total</b>		<b>31,129.48</b>		
<b>FYTD for MATICH CORPORATION</b>		<b>81,420.37</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2009 through 5/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MORENO VALLEY UTILITY</b>				
5/21/2009	195065	50,849.98		
			ELECTRICAL CHRGS-MAY'09	78.44
			ELECTRICAL CHRGS-MAY'09	972.91
			ELECTRICAL CHRGS-MAY'09	114.33
			ELECTRICAL CHRGS-MAY'09	1,466.16
			ELECTRICAL CHRGS-MAY'09	12,710.29
			ELECTRICAL CHRGS-MAY'09	10,892.24
			ELECTRICAL CHRGS-MAY'09	3,262.85
			ELECTRICAL CHRGS-MAY'09	4,701.17
			ELECTRICAL CHRGS-MAY'09	731.01
			ELECTRICAL CHRGS-MAY'09	1,189.91
			ELECTRICAL CHRGS-MAY'09	9,182.55
			ELECTRICAL CHRGS-MAY'09	4,832.08
			ELECTRICAL CHRGS-MAY'09	176.83
			ELECTRICAL CHRGS-MAY'09	111.98
			ELECTRICAL CHRGS-MAY'09	70.52
			ELECTRICAL CHRGS-MAY'09	52.89
			ELECTRICAL CHRGS-MAY'09	53.61
			ELECTRICAL CHRGS-MAY'09	137.47
			ELECTRICAL CHRGS-MAY'09	112.74
	<b>Vendor Total</b>	<b>50,849.98</b>		
<b>FYTD for MORENO VALLEY UTILITY</b>		<b>739,697.69</b>		
<b>MOSS BROS CJD, INC.</b>				
5/28/2009	195249	54,386.09		
			REIMB-SPECIAL TAX	54,386.09
	<b>Vendor Total</b>	<b>54,386.09</b>		
<b>FYTD for MOSS BROS CJD, INC.</b>		<b>108,826.93</b>		
<b>MOSS BROS HONDA, INC.</b>				
5/28/2009	195250	55,597.04		
			REIMB-SPECIAL TAX	55,597.04
	<b>Vendor Total</b>	<b>55,597.04</b>		
<b>FYTD for MOSS BROS HONDA, INC.</b>		<b>111,250.05</b>		
<b>MOSS MO VAL PROPERTIES, LLC</b>				
5/28/2009	195251	151,987.28		
			REIMB-SPECIAL TAX	151,987.28
	<b>Vendor Total</b>	<b>151,987.28</b>		
<b>FYTD for MOSS MO VAL PROPERTIES, LLC</b>		<b>304,127.55</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2009 through 5/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>NATIONWIDE RETIREMENT SOLUTIONS</b>				
5/8/2009	2400	33,467.74		
			DEF COMP 457 & 401(A) 5/8/09	33,467.74
5/22/2009	2410	66,052.96		
			DEF COMP 457 & 401(A) 5/22/09	66,052.96
	<b>Vendor Total</b>	<b>99,520.70</b>		
<b>FYTD for NATIONWIDE RETIREMENT SOLUTIONS</b>		<b>1,063,377.25</b>		
<b>NORRIS-REPKE, INC.</b>				
5/28/2009	195258	41,151.00		
			STAFFING SVCS FOR VARIOUS PROJ	20,677.00
			STAFFING SVCS FOR VARIOUS PROJ	20,474.00
	<b>Vendor Total</b>	<b>41,151.00</b>		
<b>FYTD for NORRIS-REPKE, INC.</b>		<b>714,261.50</b>		
<b>PARSONS TRANSPORTATION GROUP, INC.</b>				
5/14/2009	194935	160,746.36		
			SR-60/MOR BCH/NASON INTERCHG	160,746.36
5/21/2009	195074	89,670.54		
			SR-60/NASON ST OVERCRSSNG IMPS	89,670.54
	<b>Vendor Total</b>	<b>250,416.90</b>		
<b>FYTD for PARSONS TRANSPORTATION GROUP, INC.</b>		<b>1,718,829.07</b>		
<b>PB AMERICAS, INC.</b>				
5/21/2009	195076	168,810.55		
			SR-60/NASON ST INTERCHG IMPS.	168,810.55
	<b>Vendor Total</b>	<b>168,810.55</b>		
<b>FYTD for PB AMERICAS, INC.</b>		<b>463,009.08</b>		
<b>PBS &amp; J</b>				
5/7/2009	194790	64,132.00		
			SHEILA ST SIDEWALK IMP. SVCS	38,614.00
			SERVICES-SHEILA ST. PARK	25,518.00
	<b>Vendor Total</b>	<b>64,132.00</b>		
<b>FYTD for PBS &amp; J</b>		<b>95,076.53</b>		
<b>PERRIS ALESSANDRO, LLC</b>				
5/28/2009	195265	250,500.00		
			SECURITY REDUCTION	250,500.00
	<b>Vendor Total</b>	<b>250,500.00</b>		
<b>FYTD for PERRIS ALESSANDRO, LLC</b>		<b>250,500.00</b>		





# City of Moreno Valley

## Check Register

For Period 5/1/2009 through 5/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PERS HEALTH INSURANCE</b>				
5/6/2009	80504	250,458.65	EMPLOYEE HEALTH INS	250,458.65
<b>Vendor Total</b>		<b>250,458.65</b>		
<b>FYTD for PERS HEALTH INSURANCE</b>		<b>2,428,022.41</b>		
<b>PERS RETIREMENT</b>				
5/1/2009	2395	260,345.50	PERS RETIREMENT 5/1/09	260,345.50
5/15/2009	2405	258,709.13	PERS RETIREMENT 5/15/09	258,709.13
5/29/2009	2415	257,868.68	PERS RETIREMENT 5/29/09	257,868.68
<b>Vendor Total</b>		<b>776,923.31</b>		
<b>FYTD for PERS RETIREMENT</b>		<b>6,469,889.72</b>		
<b>PROACTIVE ENGINEERING CONSULTANTS, INC.</b>				
5/14/2009	194942	74,553.40	CACTUS AVE WIDENING PROJ SVCS	14,833.00
			CACTUS AVE WIDENING PRJ-STG II	14,323.65
			KITCHING STREET IMPS. PRJ SVCS	45,396.75
<b>Vendor Total</b>		<b>74,553.40</b>		
<b>FYTD for PROACTIVE ENGINEERING CONSULTANTS, INC.</b>		<b>747,177.15</b>		
<b>RIALTO CONSTRUCTION, INC.</b>				
5/28/2009	195277	58,283.87	AQUUCT BIKEWAY IMP/INDIAN>FAY	58,283.87
<b>Vendor Total</b>		<b>58,283.87</b>		
<b>FYTD for RIALTO CONSTRUCTION, INC.</b>		<b>58,283.87</b>		
<b>RIVERSIDE COUNTY SHERIFF</b>				
5/19/2009	80509	2,630,808.31	CONTRACT LAW ENFRC BILLING #8	2,630,808.31
5/19/2009	80510	70,688.58	FACILITIES EXPENSES BILLING	70,688.58
<b>Vendor Total</b>		<b>2,701,496.89</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF</b>		<b>29,041,011.23</b>		
<b>RLZ ENGINEERING</b>				
5/21/2009	195088	25,447.00	TEMP STAFFING SVCS-VARIOUS PRJ	20,558.00
			TEMP STAFFING SVCS-VARIOUS PRJ	4,889.00
<b>Vendor Total</b>		<b>25,447.00</b>		
<b>FYTD for RLZ ENGINEERING</b>		<b>213,826.50</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2009 through 5/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ROESLING NAKAMURA TERADA ARCHITECTS, INC</b>				
5/7/2009	194803	58,460.53		
			PUB SAFETY BLDG RENOVATION PRJ	58,460.53
<b>Vendor Total</b>		<b>58,460.53</b>		
<b>FYTD for ROESLING NAKAMURA TERADA ARCHITECTS, INC</b>		<b>77,186.81</b>		
<b>SEMPRA ENERGY SOLUTIONS</b>				
5/21/2009	195100	563,395.29		
			APR'09 PURCHASED POWER	563,395.29
<b>Vendor Total</b>		<b>563,395.29</b>		
<b>FYTD for SEMPra ENERGY SOLUTIONS</b>		<b>6,533,748.52</b>		
<b>SOUTHERN CALIFORNIA EDISON</b>				
5/14/2009	194964	135,664.98		
			ELECTRIC CHARGES FOR APRIL'09	43.69
			ELECTRIC CHARGES FOR APRIL'09	19.92
			ELECTRIC CHARGES FOR APRIL'09	972.56
			ELECTRIC CHARGES FOR APRIL'09	939.31
			ELECTRIC CHARGES FOR APRIL'09	903.68
			ELECTRIC CHARGES FOR APRIL'09	2,809.45
			ELECTRIC CHARGES FOR APRIL'09	93,846.60
			ELECTRIC CHARGES FOR APRIL'09	35,408.24
			ELECTRIC CHARGES FOR APRIL'09	470.37
			ELECTRIC CHARGES FOR APRIL'09	127.04
			ELECTRIC CHARGES FOR APRIL'09	20.39
			ELECTRIC CHARGES FOR APRIL'09	22.75
			ELECTRIC CHARGES FOR APRIL'09	80.98
5/28/2009	195292	31,155.32		
			APR'09 WDAT CHRGS>SUBSTATION	10,447.31
			APR'09 WDAT CHRGS>FREDERICK	2,420.64
			APR'09 WDAT CHRGS>NANDINA	2,647.31
			APR'09 WDAT CHRGS>GLOBE	9,287.19
			APR'09 WDAT CHRGS>GRAHAM	3,727.65
			APR'09 WDAT CHRGS>IRIS	2,625.22
<b>Vendor Total</b>		<b>166,820.30</b>		
<b>FYTD for SOUTHERN CALIFORNIA EDISON</b>		<b>2,638,100.50</b>		
<b>STANDARD INSURANCE CO</b>				
5/14/2009	194968	38,084.82		
			LIFE & DISB. INSURANCE	16,739.76
			LIFE & DISB. INSURANCE	21,904.46
			LIFE & DISB. INSURANCE	-559.40
<b>Vendor Total</b>		<b>38,084.82</b>		
<b>FYTD for STANDARD INSURANCE CO</b>		<b>460,957.50</b>		



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<b>STEWART TITLE OF CALIFORNIA</b>				
5/12/2009	80514	165,396.10		
			APN 484-030-001 PARTIAL ACQUIS	165,396.10
<b>Vendor Total</b>		<b>165,396.10</b>		
<b>FYTD for STEWART TITLE OF CALIFORNIA</b>		<b>178,993.10</b>		
<b>SUKUT CONSTRUCTION, INC.</b>				
5/28/2009	195301	69,956.10		
			PIGEON PASS RD WIDENING PROJ	69,956.10
<b>Vendor Total</b>		<b>69,956.10</b>		
<b>FYTD for SUKUT CONSTRUCTION, INC.</b>		<b>3,448,342.71</b>		
<b>THOMCO CONSTRUCTION, INC.</b>				
5/28/2009	195305	40,291.20		
			E-4 ARTERIAL WALLS REFURBISHED	40,291.20
<b>Vendor Total</b>		<b>40,291.20</b>		
<b>FYTD for THOMCO CONSTRUCTION, INC.</b>		<b>40,291.20</b>		
<b>U.S. BANK/CALCARDS</b>				
5/13/2009	80516	105,396.38		
			CALCARD PMT CYCLE END 05/07/09	105,396.38
<b>Vendor Total</b>		<b>105,396.38</b>		
<b>FYTD for U.S. BANK/CALCARDS</b>		<b>1,944,005.80</b>		
<b>UNION BANK OF CALIFORNIA NA</b>				
5/5/2009	80502	1,000,000.00		
			FHLMC 3.125% MAT 5/5/14	1,000,000.00
5/1/2009	80503	1,000,000.00		
			FNMA STP UP 2.25-4% MAT 5/1/14	1,000,000.00
5/1/2009	80505	1,049,140.00		
			WFB NA TLGP 12/9/11	1,049,140.00
5/13/2009	80506	1,000,000.00		
			FHLMC 2.4% MAT 5/13/13	1,000,000.00
5/11/2009	80507	1,000,000.00		
			FED FARM CR 2.2% MAT 4/8/13	1,000,000.00
5/14/2009	80508	1,000,000.00		
			FNMA STPUP 2.125-4 MAT 5/14/14	1,000,000.00
5/7/2009	80511	1,000,135.42		
			FNMA STPUP 1.625-3% MAT 5/4/12	1,000,135.42
5/11/2009	80512	1,000,000.00		
			FHLMC 2.05% MAT 5/11/12	1,000,000.00
5/29/2009	80518	1,013,166.67		
			B OF A 2.1% MAT 4/30/12	1,013,166.67
<b>Vendor Total</b>		<b>9,062,442.09</b>		
<b>FYTD for UNION BANK OF CALIFORNIA NA</b>		<b>83,149,727.65</b>		



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<b>VA CONSULTING, INC.</b>				
5/7/2009	194826	29,105.45		
			ANNUAL PAVEMENT RESURF. PROJ.	16,252.30
			SVCS-AUTO MALL STREET IMPS.	12,853.15
<b>Vendor Total</b>		<b>29,105.45</b>		
<b>FYTD for VA CONSULTING, INC.</b>		<b>625,862.79</b>		
<b>WURM'S JANITORIAL SERVICES, INC.</b>				
5/21/2009	195138	25,888.19		
			APR'09 CLEANINGS>CRC	1,630.00
			APR'09 CLEANINGS>TWNNGTE	480.00
			MAR09 CLEANING-VALLEY KIDS CMP	334.53
			MAY09 JANITOR SVC-SUNNYMD ELEM	184.10
			MAY'09 JANITOR. SVC-CITY HALL	5,716.54
			MAY'09 JANITOR. SVC-TRAILER	123.00
			MAY'09 JANITOR. SVC-CITY YARD	433.62
			MAY'09 JANITOR. SVC-ESA ANNEX	735.73
			MAY'09 JANITOR. SVC-FAC. ANNEX	155.36
			MAY'09 JANITOR. SVC-LIBRARY	2,134.68
			MAY'09 JANITOR. SVC-STARS BLDG	298.87
			MAY'09 JANITOR. SVC-GOLF SHOP	644.70
			MAY'09 JANITOR. SVC-MV P.D.	5,564.25
			MAY'09 JANITOR. SVC-MVTV ANNEX	58.05
			MAY'09 JANITOR. SVC-RNBOW RDG.	310.19
			MAY'09 JANITOR. SVC-RED MAPLE	310.19
			MAY'09 JANITOR. SVC-SR. CENTER	1,916.18
			MAY'09 JANITOR. SVC-SNNYMD MID	152.10
			MAY'09 JANITOR SVC-TOWNGATE CC	691.38
			MAY'09 JANITOR. SVC-TS ANNEX	566.79
			MAY'09 JANITOR. SVC-CONF. CTR	3,447.93
<b>Vendor Total</b>		<b>25,888.19</b>		
<b>FYTD for WURM'S JANITORIAL SERVICES, INC.</b>		<b>297,888.75</b>		
<b>Subtotal</b>		<b>21,342,760.13</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CHECKS LESS THAN \$25,000</b>				
<b>3E COMPANY</b>				
5/14/2009	194840	72.91	DOCUMENT SERVICES	72.91
<b>Vendor Total</b>		<b>72.91</b>		
<b>FYTD for 3E COMPANY</b>		<b>4,109.91</b>		
<b>ACCESS SECURITY CONTROLS INT., INC.</b>				
5/14/2009	194841	250.00	SRVC CALL-ANML SHLTR	250.00
<b>Vendor Total</b>		<b>250.00</b>		
<b>FYTD for ACCESS SECURITY CONTROLS INT., INC.</b>		<b>2,618.71</b>		
<b>ACTIVE NETWORK, INC., THE</b>				
5/14/2009	194842	9,308.12	CONSULTING SVCS-FAC. RESERV.	700.00
			CLASS MAINT SPPRT>6/30/09	8,287.00
			SALES TAX	321.12
<b>Vendor Total</b>		<b>9,308.12</b>		
<b>FYTD for ACTIVE NETWORK, INC., THE</b>		<b>16,873.59</b>		
<b>ADAMS, MARK L.</b>				
5/28/2009	195140	318.73	JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for ADAMS, MARK L.</b>		<b>3,374.76</b>		
<b>ADLERHORST INTERNATIONAL INC.</b>				
5/14/2009	194843	4,149.23	MISC. K-9 SUPPLIES	149.23
			DETECTION CRS> K-9 LEX	4,000.00
<b>Vendor Total</b>		<b>4,149.23</b>		
<b>FYTD for ADLERHORST INTERNATIONAL INC.</b>		<b>18,075.48</b>		
<b>ADMINSURE</b>				
5/28/2009	195141	2,600.00	JUN'09 WRKMNS COMP ADMIN	1,400.00
			JUN'09 WRKMNS COMP ADMIN	1,200.00
<b>Vendor Total</b>		<b>2,600.00</b>		
<b>FYTD for ADMINSURE</b>		<b>31,200.00</b>		



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<b>ADVANCED APPLIED ENGINEERING, INC</b>				
5/7/2009	194702	9,867.50	TS & ST IMP @ SR-60 & REDLANDS	9,867.50
<b>Vendor Total</b>		<b>9,867.50</b>		
<b>FYTD for ADVANCED APPLIED ENGINEERING, INC</b>		<b>77,966.50</b>		
<b>ADVANCED ELECTRIC</b>				
5/28/2009	195142	2,428.00	LIGHT REPAIR @STAGING CTR	279.00
			SRVC CALL @TWNGTE	774.00
			SRVC CALL @CELEBRATION PK	62.00
			LIGHT RPR @CELEBRATION PK	98.00
			LIGHT RPR @CELEBRATION PK	168.00
			LIGHT RPR @WOODLAND PK	62.00
			SRVC CALL @WOODLAND PK	78.00
			PUMP REPAIR	62.00
			ELECT. RPR @BAYSIDE PARK	62.00
			LIGHT RPR @MARCH FLD PK	62.00
			LIGHT RPR @COMM. PARK	721.00
<b>Vendor Total</b>		<b>2,428.00</b>		
<b>FYTD for ADVANCED ELECTRIC</b>		<b>66,707.00</b>		
<b>AECOM USA, INC.</b>				
5/14/2009	194844	63.43	RFND-BUS. LIC. OVRPMT	63.43
<b>Vendor Total</b>		<b>63.43</b>		
<b>FYTD for AECOM USA, INC.</b>		<b>63.43</b>		
<b>AEI-CASC ENGINEERING</b>				
5/28/2009	195143	362.50	PLAN CK>PA08-0003	362.50
<b>Vendor Total</b>		<b>362.50</b>		
<b>FYTD for AEI-CASC ENGINEERING</b>		<b>184,231.44</b>		
<b>AGOSTI, ALISON</b>				
5/21/2009	194992	75.00	RFND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for AGOSTI, ALISON</b>		<b>75.00</b>		
<b>AHLERS, ROSCEAL</b>				
5/21/2009	194993	228.00	6 DAYS-INSTRUCT. SRVCS	228.00
<b>Vendor Total</b>		<b>228.00</b>		
<b>FYTD for AHLERS, ROSCEAL</b>		<b>3,496.00</b>		



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<b>ALABOUT FIRE</b>				
5/21/2009	194994	246.00		
			RFND-FIRE INSPCT FEES	225.00
			RFND-FIRE INSPCT FEES	21.00
<b>Vendor Total</b>		<b>246.00</b>		
<b>FYTD for ALABOUT FIRE</b>		<b>246.00</b>		
<b>ALBERT A. WEBB ASSOCIATES</b>				
5/21/2009	194995	21,455.76		
			EDGEMONT WATER MSTR PLAN SVCS.	21,455.76
<b>Vendor Total</b>		<b>21,455.76</b>		
<b>FYTD for ALBERT A. WEBB ASSOCIATES</b>		<b>115,094.68</b>		
<b>ALICEA, RICHARD</b>				
5/21/2009	194996	103.95		
			MILEAGE REIMBURSEMENT	103.95
<b>Vendor Total</b>		<b>103.95</b>		
<b>FYTD for ALICEA, RICHARD</b>		<b>1,415.80</b>		
<b>ALLIANZ LIFE INSURANCE CO</b>				
5/14/2009	194845	150.00		
			NON-EXEMPT ANNUITY	150.00
<b>Vendor Total</b>		<b>150.00</b>		
<b>FYTD for ALLIANZ LIFE INSURANCE CO</b>		<b>1,650.00</b>		
<b>ALSHALALDEH, JENNEEN H.</b>				
5/21/2009	194997	20.00		
			RFND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for ALSHALALDEH, JENNEEN H.</b>		<b>20.00</b>		
<b>ALTERNATIVES TO DOMESTIC VIOLENCE</b>				
5/7/2009	194703	5,695.53		
			REIMBURSE EXP.-CDBG	1,976.55
			REIMBURSE EXP.-CDBG	1,997.55
			REIMBURSE EXP.-CDBG	1,721.43
<b>Vendor Total</b>		<b>5,695.53</b>		
<b>FYTD for ALTERNATIVES TO DOMESTIC VIOLENCE</b>		<b>7,717.88</b>		
<b>AMEC EARTH &amp; ENVIRONMENTAL, INC.</b>				
5/7/2009	194704	360.00		
			AQUEDUCT BIKEWAY IMPRVMT SVCS	360.00
<b>Vendor Total</b>		<b>360.00</b>		
<b>FYTD for AMEC EARTH &amp; ENVIRONMENTAL, INC.</b>		<b>360.00</b>		



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<b>AMERICAN CANCER SOCIETY SHARED SVC CTR</b>				
5/14/2009	194846	200.00	DEP RFND:4/25 MBL STG	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for AMERICAN CANCER SOCIETY SHARED SVC CTR</b>		<b>200.00</b>		
<b>AMERICAN FORENSIC NURSES</b>				
5/28/2009	195144	835.00	CHP BLOOD DRAW	45.00
			MV BLOOD DRAW	790.00
<b>Vendor Total</b>		<b>835.00</b>		
<b>FYTD for AMERICAN FORENSIC NURSES</b>		<b>26,958.00</b>		
<b>AMERIGAS PROPANE LP</b>				
5/21/2009	194998	1,646.95	PROPANE PURCHASE	1,646.95
<b>Vendor Total</b>		<b>1,646.95</b>		
<b>FYTD for AMERIGAS PROPANE LP</b>		<b>2,844.11</b>		
<b>ANAYA, KIM REYE</b>				
5/14/2009	194847	48.40	REIMB-PROJECT MGMT TRNG.	48.40
<b>Vendor Total</b>		<b>48.40</b>		
<b>FYTD for ANAYA, KIM REYE</b>		<b>377.99</b>		
<b>ANDREWS-BAKER, SUE</b>				
5/21/2009	194999	75.00	CPR INSTRUCTOR PAYMENT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for ANDREWS-BAKER, SUE</b>		<b>900.00</b>		
<b>ANIMAL EMERGENCY CLINIC, INC.</b>				
5/14/2009	194848	515.00	EMERG. VET SERVICES	55.00
			EMERG. VET SERVICES	55.00
			EMERG. VET SERVICES	55.00
			EMERG. VET SERVICES	75.00
			EMERG. VET SERVICES	70.00
			EMERG. VET SERVICES	75.00
			EMERG. VET SERVICES	75.00
			EMERG. VET SERVICES	55.00
<b>Vendor Total</b>		<b>515.00</b>		
<b>FYTD for ANIMAL EMERGENCY CLINIC, INC.</b>		<b>4,240.00</b>		





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<b>ANIMAL HEALTH AND SANITARY SUPPLY</b>				
5/14/2009	194849	1,196.44		
			TRIPLE TWO 55 GALLON DRUM	1,016.81
			TRIPLE TWO 5 GALLON PAIL	119.63
			SHIPPING	60.00
5/28/2009	195145	1,375.88		
			ELIMINATOR DRUM	1,315.88
			SHIPPING	60.00
	<b>Vendor Total</b>	<b>2,572.32</b>		
<b>FYTD for ANIMAL HEALTH AND SANITARY SUPPLY</b>		<b>10,119.61</b>		
<b>ANIMAL PEST MANAGEMENT SERVICES, INC.</b>				
5/21/2009	195000	1,790.00		
			APR'09 PEST CNTRL-PARKS	665.00
			APR'09 PEST CNTRL-AQDCTS	255.00
			APR'09 PEST CNTRL-MRCH FLD	330.00
			APR'09 PEST CNTRL-MRCH FLD	100.00
			APR'09 PEST CNTRL-CFD #1	160.00
			APR'09 PEST CNTRL-GOLF	180.00
			APR'09 PEST CNTRL-STARS	100.00
	<b>Vendor Total</b>	<b>1,790.00</b>		
<b>FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.</b>		<b>21,780.00</b>		
<b>ARCE, ANGELA</b>				
5/21/2009	195001	49.22		
			MVU RFND-ACCT 7004000-02	49.22
	<b>Vendor Total</b>	<b>49.22</b>		
<b>FYTD for ARCE, ANGELA</b>		<b>49.22</b>		
<b>ARCHIVE MANAGEMENT SERVICE</b>				
5/14/2009	194850	2,339.68		
			DESTRUCTION SRVC-CDD	63.72
			APR'09 OFF SITE STORAGE	2,275.96
	<b>Vendor Total</b>	<b>2,339.68</b>		
<b>FYTD for ARCHIVE MANAGEMENT SERVICE</b>		<b>23,154.61</b>		



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<b>ARROWHEAD WATER</b>				
5/7/2009	194705	511.03		
			WTR PURIF>4/8/09-CITY HALL	123.86
			WTR PURIF>4/8/09-CITY YARD	24.77
			WTR PURIF>4/8/09-TRNS TRLR	24.77
			WTR PURIF>4/8/09-LIBRARY	24.77
			WTR PURIF>4/22/09-ANML SRVC	49.54
			WTR PURIF>4/22/09-SNR CTR	24.77
			WTR PURIF>4/22/09-ESA ANN	24.77
			WTR PURIF>4/22/09-TS ANN	24.77
			WTR PURIF>4/22/09-FAC ANN	24.77
			WTR PURIF>4/22/09-CRC	24.77
			WTR PURIF>4/8/09-FS #6	24.77
			WTR PURIF>4/8/09-FS #48	24.77
			WTR PURIF>4/8/09-FS #2	24.77
			WTR PURIF>4/8/09-FS #58	15.62
			WTR PURIF>4/8/09-FS #91	24.77
			WTR PURIF>4/8/09-FS #65	24.77
5/14/2009	194851	49.54		
			WTR PURIF>4/22 @STARS BLDG	49.54
5/28/2009	195146	340.78		
			WTR PURIF>5/8/09-CITY HALL	125.01
			WTR PURIF>5/8/09-CITY YARD	25.00
			WTR PURIF>5/8/09-TRNSP TRLR	25.00
			WTR PURIF>5/8/09-LIBRARY	25.00
			WTR PURIF>5/8/09-FS #6	25.00
			WTR PURIF>5/8/09-FS #48	25.00
			WTR PURIF>5/8/09-FS #2	25.00
			WTR PURIF>5/8/09-FS #58	15.77
			WTR PURIF>5/8/09-FS #91	25.00
			WTR PURIF>5/8/09-FS #65	25.00
<b>Vendor Total</b>		<b>901.35</b>		
<b>FYTD for ARROWHEAD WATER</b>		<b>5,861.56</b>		
<b>ASBERRY, DONNA</b>				
5/14/2009	194852	20.00		
			RFND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for ASBERRY, DONNA</b>		<b>20.00</b>		
<b>AT &amp; T STATE CALLING SERVICE</b>				
5/21/2009	195002	95.64		
			MAY'09 INTRASTATE CHRGS	95.64
<b>Vendor Total</b>		<b>95.64</b>		
<b>FYTD for AT &amp; T STATE CALLING SERVICE</b>		<b>97.73</b>		



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<b>AT&amp;T/MCI</b>				
5/28/2009	195147	414.04	MAR'09 PH CHRGT>GTF	414.04
<b>Vendor Total</b>		<b>414.04</b>		
<b>FYTD for AT&amp;T/MCI</b>		<b>11,654.07</b>		
<b>AV GRAPHICS, INC.</b>				
5/7/2009	194706	2,126.06	ADMIN CITATION BOOKS	1,955.00
			SALES TAX	171.06
<b>Vendor Total</b>		<b>2,126.06</b>		
<b>FYTD for AV GRAPHICS, INC.</b>		<b>8,449.39</b>		
<b>BACHER, GRACE</b>				
5/28/2009	195148	303.60	JUNE'09 RETIREE MED BENEFIT	303.60
<b>Vendor Total</b>		<b>303.60</b>		
<b>FYTD for BACHER, GRACE</b>		<b>3,583.25</b>		
<b>BALISINSKI, GRETCHEN</b>				
5/21/2009	195003	494.00	13 DAYS-INSTRUCT. SRVCS	494.00
<b>Vendor Total</b>		<b>494.00</b>		
<b>FYTD for BALISINSKI, GRETCHEN</b>		<b>1,634.00</b>		
<b>BARNES, DARLENE</b>				
5/28/2009	195149	110.82	MAY'09 RETIREE MED BENEFIT	110.82
<b>Vendor Total</b>		<b>110.82</b>		
<b>FYTD for BARNES, DARLENE</b>		<b>1,164.49</b>		
<b>BARRIENTOS, LUIS A.</b>				
5/28/2009	195150	20.00	RFND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for BARRIENTOS, LUIS A.</b>		<b>20.00</b>		
<b>BASIC BACKFLOW</b>				
5/14/2009	194853	429.70	RPR BCKFLW @MORRISON PK	399.70
			TEST/CERTIFY VALVE	30.00
<b>Vendor Total</b>		<b>429.70</b>		
<b>FYTD for BASIC BACKFLOW</b>		<b>2,582.07</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>BATTERY SYSTEMS</b>				
5/21/2009	195004	208.52	MISC. BATTERIES	208.52
<b>Vendor Total</b>		<b>208.52</b>		
<b>FYTD for BATTERY SYSTEMS</b>		<b>5,920.96</b>		
<b>BELL, ORROCK &amp; WATASE, INC</b>				
5/7/2009	194707	289.80	LGL SRVCS: 2004-24	289.80
<b>Vendor Total</b>		<b>289.80</b>		
<b>FYTD for BELL, ORROCK &amp; WATASE, INC</b>		<b>68,610.29</b>		
<b>BEMUS LANDSCAPE, INC.</b>				
5/7/2009	194708	17,858.47	MAR'09 LNDSCP MAINT>E-4	15,496.00
			MAR'09 LNDSCP MAINT>E-4A	364.00
			RPLCD PLANT MTRL>E-4	1,929.00
			IRRIGATION RPR>E-4	69.47
<b>Vendor Total</b>		<b>17,858.47</b>		
<b>FYTD for BEMUS LANDSCAPE, INC.</b>		<b>529,711.61</b>		
<b>BENESYST, INC.</b>				
5/21/2009	195007	255.05	JUN'09 ADMIN COSTS	255.05
<b>Vendor Total</b>		<b>255.05</b>		
<b>FYTD for BENESYST, INC.</b>		<b>2,696.81</b>		
<b>BEST, BEST &amp; KRIEGER, LLP</b>				
5/28/2009	195151	439.48	APR'09 LGL SRVCS>BENITEZ	158.52
			APR'09 LGL SRVCS>EMPIRE LAND	213.46
			APR'09 LGL SRVCS>GENERAL	67.50
<b>Vendor Total</b>		<b>439.48</b>		
<b>FYTD for BEST, BEST &amp; KRIEGER, LLP</b>		<b>12,442.75</b>		
<b>BICKMORE RISK SERVICES &amp; CONSULTING</b>				
5/14/2009	194855	6,500.00	ACTUARIAL/COMP STUDY	6,500.00
<b>Vendor Total</b>		<b>6,500.00</b>		
<b>FYTD for BICKMORE RISK SERVICES &amp; CONSULTING</b>		<b>6,500.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>BLAIR, CHERYL</b>				
5/7/2009	194709	162.00	BELLY DNC-6 PARTICIPANTS	162.00
5/14/2009	194856	216.00	BELLY DNC-8 PARTICIPANTS	216.00
<b>Vendor Total</b>		<b>378.00</b>		
<b>FYTD for BLAIR, CHERYL</b>		<b>1,777.80</b>		
<b>BLUE SHIELD OF CALIFORNIA</b>				
5/28/2009	195152	3,248.84	HEALTH INS PREM: J01001762-9	812.21
			HEALTH INS PREM: J01001762-9	812.21
			HEALTH INS PREM: J01001762-9	812.21
			HEALTH INS PREM: J01001762-9	812.21
<b>Vendor Total</b>		<b>3,248.84</b>		
<b>FYTD for BLUE SHIELD OF CALIFORNIA</b>		<b>3,248.84</b>		
<b>BREAKTHROUGH CHURCH OF GOD</b>				
5/28/2009	195153	8.29	RFND-FALSE ALARM OVRPMT	8.29
<b>Vendor Total</b>		<b>8.29</b>		
<b>FYTD for BREAKTHROUGH CHURCH OF GOD</b>		<b>758.29</b>		
<b>BRIZUELA, LAURA</b>				
5/14/2009	194857	20.00	RFND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for BRIZUELA, LAURA</b>		<b>20.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>BRODART CO.</b>				
5/7/2009	194713	3,879.42		
			MISC. BOOKS FOR LIBRARY	73.88
			MISC. BOOKS FOR LIBRARY	62.65
			MISC. BOOKS FOR LIBRARY	36.93
			MISC. BOOKS FOR LIBRARY	43.25
			MISC. BOOKS FOR LIBRARY	38.96
			MISC. BOOKS FOR LIBRARY	533.27
			MISC. BOOKS FOR LIBRARY	50.81
			MISC. BOOKS FOR LIBRARY	50.97
			MISC. BOOKS FOR LIBRARY	21.30
			MISC. BOOKS FOR LIBRARY	43.25
			MISC. BOOKS FOR LIBRARY	21.03
			MISC. BOOKS FOR LIBRARY	21.03
			MISC. BOOKS FOR LIBRARY	78.30
			MISC. BOOKS FOR LIBRARY	47.08
			MISC. BOOKS FOR LIBRARY	60.27
			MISC. BOOKS FOR LIBRARY	39.00
			MISC. BOOKS FOR LIBRARY	20.12
			MISC. BOOKS FOR LIBRARY	54.84
			MISC. BOOKS FOR LIBRARY	60.94
			MISC. BOOKS FOR LIBRARY	59.53
			MISC. BOOKS FOR LIBRARY	105.02
			MISC. BOOKS FOR LIBRARY	19.48
			MISC. BOOKS FOR LIBRARY	27.40
			MISC. BOOKS FOR LIBRARY	16.45
			MISC. BOOKS FOR LIBRARY	41.63
			MISC. BOOKS FOR LIBRARY	20.09
			MISC. BOOKS FOR LIBRARY	26.77
			MISC. BOOKS FOR LIBRARY	22.53
			MISC. BOOKS FOR LIBRARY	19.50
			MISC. BOOKS FOR LIBRARY	18.90
			MISC. BOOKS FOR LIBRARY	91.49
			MISC. BOOKS FOR LIBRARY	20.09
			MISC. BOOKS FOR LIBRARY	33.70
			MISC. BOOKS FOR LIBRARY	40.78
			MISC. BOOKS FOR LIBRARY	25.61
			MISC. BOOKS FOR LIBRARY	79.00
			MISC. BOOKS FOR LIBRARY	32.78
			MISC. BOOKS FOR LIBRARY	293.00
			MISC. BOOKS FOR LIBRARY	282.22
			MISC. BOOKS FOR LIBRARY	39.59
			MISC. BOOKS FOR LIBRARY	19.50
			MISC. BOOKS FOR LIBRARY	19.50
			MISC. BOOKS FOR LIBRARY	38.01
			MISC. BOOKS FOR LIBRARY	41.63
			MISC. BOOKS FOR LIBRARY	43.25
			MISC. BOOKS FOR LIBRARY	31.28
			MISC. BOOKS FOR LIBRARY	273.27
			MISC. BOOKS FOR LIBRARY	269.83
			MISC. BOOKS FOR LIBRARY	20.12
			MISC. BOOKS FOR LIBRARY	34.12
			MISC. BOOKS FOR LIBRARY	11.06
			MISC. BOOKS FOR LIBRARY	20.09
			MISC. BOOKS FOR LIBRARY	14.02



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			MISC. BOOKS FOR LIBRARY	32.29
			MISC. BOOKS FOR LIBRARY	20.70
			MISC. BOOKS FOR LIBRARY	19.50
			MISC. BOOKS FOR LIBRARY	233.84
			MISC. BOOKS FOR LIBRARY	21.32
			MISC. BOOKS FOR LIBRARY	42.65
<b>Vendor Total</b>		<b>3,879.42</b>		
<b>FYTD for BRODART CO.</b>		<b>42,282.30</b>		
<b>BROWN, ANTHONY</b>				
5/28/2009	195154	20.00		
			RFND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for BROWN, ANTHONY</b>		<b>20.00</b>		
<b>BROWN, JOYA</b>				
5/28/2009	195155	200.00		
			DEP RFND:5/16 @TWNNGTE	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for BROWN, JOYA</b>		<b>200.00</b>		
<b>BRUESKE GRADING, INC.</b>				
5/7/2009	194714	37.56		
			RFND-B/L #15623-YR'07 OVRPMT	37.56
<b>Vendor Total</b>		<b>37.56</b>		
<b>FYTD for BRUESKE GRADING, INC.</b>		<b>37.56</b>		
<b>BURKE, WILLIAMS &amp; SORENSEN, LLP.</b>				
5/7/2009	194715	718.77		
			LGL SRVCS: JENNY INVESTMNT	718.77
5/21/2009	195008	702.92		
			APR'09 LGL SRVC>JNNY INVST	287.00
			APR'09 LGL SRVC-CNTRY SQR MBL	415.92
<b>Vendor Total</b>		<b>1,421.69</b>		
<b>FYTD for BURKE, WILLIAMS &amp; SORENSEN, LLP.</b>		<b>38,295.60</b>		
<b>BURNELL, ERIC</b>				
5/7/2009	194716	35.00		
			FALSE ALARM REFUND	35.00
<b>Vendor Total</b>		<b>35.00</b>		
<b>FYTD for BURNELL, ERIC</b>		<b>35.00</b>		



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<b>BURRELL, VIRGINIA</b>				
5/28/2009	195156	750.00		
			DEP RFND:5/9 @C&RC	550.00
			DEP RFND:5/9 @C&RC	200.00
<b>Vendor Total</b>		<b>750.00</b>		
<b>FYTD for BURRELL, VIRGINIA</b>		<b>750.00</b>		
<b>BWI - BOOK WHOLESALERS, INC.</b>				
5/7/2009	194717	967.10		
			MISC. BOOKS FOR LIBRARY	117.06
			MISC. BOOKS FOR LIBRARY	56.58
			MISC. BOOKS FOR LIBRARY	164.89
			MISC. BOOKS FOR LIBRARY	98.91
			MISC. BOOKS FOR LIBRARY	28.34
			MISC. BOOKS FOR LIBRARY	67.67
			MISC. BOOKS FOR LIBRARY	29.30
			MISC. BOOKS FOR LIBRARY	90.10
			MISC. BOOKS FOR LIBRARY	59.30
			MISC. BOOKS FOR LIBRARY	33.26
			MISC. BOOKS FOR LIBRARY	111.19
			MISC. BOOKS FOR LIBRARY	75.57
			MISC. BOOKS FOR LIBRARY	34.93
<b>Vendor Total</b>		<b>967.10</b>		
<b>FYTD for BWI - BOOK WHOLESALERS, INC.</b>		<b>40,911.00</b>		
<b>CA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM</b>				
5/14/2009	194858	200.00		
			VALUATION FEE-SEC 21548	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for CA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM</b>		<b>200.00</b>		
<b>CAIN, GREGORY</b>				
5/28/2009	195157	318.73		
			JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CAIN, GREGORY</b>		<b>3,543.49</b>		
<b>CALAVERAS STANDARD MATERIALS</b>				
5/14/2009	194859	3,790.10		
			PORTLAND CEMENT FOR PROM PROJ.	411.34
			PORTLAND CEMENT FOR PROM PROJ.	572.57
			PORTLAND CEMENT FOR PROM PROJ.	411.34
			PORTLAND CEMENT FOR PROM PROJ.	895.02
			PORTLAND CEMENT FOR PROM PROJ.	669.30
			PORTLAND CEMENT FOR PROM PROJ.	830.53
<b>Vendor Total</b>		<b>3,790.10</b>		
<b>FYTD for CALAVERAS STANDARD MATERIALS</b>		<b>32,720.87</b>		





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<b>CALIFORNIA AGRI-CONTROL, INC.</b>				
5/7/2009	194718	1,532.67		
			APR'09 RDNT CNTRL>DSG-1	268.58
			APR'09 RDNT CNTRL>ZN M	161.14
			APR'09 RDNT CNTRL>ZN E	35.81
			APR'09 RDNT CNTRL>ZN E	35.80
			APR'09 RDNT CNTRL>ZN E	537.16
			APR'09 RDNT CNTRL>ZN E	134.29
			APR'09 RDNT CNTRL>ZN E	134.29
			APR'09 RDNT CNTRL>ZN E	10.74
			APR'09 RDNT CNTRL>ZN E	42.97
			APR'09 RDNT CNTRL>ZN E	10.74
			APR'09 RDNT CNTRL>ZN E	161.15
<b>Vendor Total</b>		<b>1,532.67</b>		
<b>FYTD for CALIFORNIA AGRI-CONTROL, INC.</b>		<b>16,671.55</b>		
<b>CALIFORNIA CENTERS MAGAZINE, INC.</b>				
5/21/2009	195009	4,200.00		
			ADVERTISEMENT	4,200.00
<b>Vendor Total</b>		<b>4,200.00</b>		
<b>FYTD for CALIFORNIA CENTERS MAGAZINE, INC.</b>		<b>12,600.00</b>		
<b>CALIFORNIA STATE CONTROLLER'S OFFICE</b>				
5/28/2009	195158	6.08		
			UNCLAIMED PAYROLL CK	2.19
			UNCLAIMED PAYROLL CK	3.39
			UNCLAIMED PAYROLL CK	0.50
<b>Vendor Total</b>		<b>6.08</b>		
<b>FYTD for CALIFORNIA STATE CONTROLLER'S OFFICE</b>		<b>6.08</b>		
<b>CALIFORNIA WATERSHED ENGINEERING CORP.</b>				
5/28/2009	195159	311.00		
			PLAN CK>PA07-0147	311.00
<b>Vendor Total</b>		<b>311.00</b>		
<b>FYTD for CALIFORNIA WATERSHED ENGINEERING CORP.</b>		<b>13,661.94</b>		
<b>CALTROP ENGINEERING CORP.</b>				
5/7/2009	194719	5,320.00		
			PSB PARKING LOT EXPANSION SVCS	5,320.00
5/28/2009	195160	6,365.00		
			PSB PARKING LOT EXP. PROJ SVCS	6,365.00
<b>Vendor Total</b>		<b>11,685.00</b>		
<b>FYTD for CALTROP ENGINEERING CORP.</b>		<b>104,242.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CAMPUS MEDICAL CENTER, LLC</b>				
5/28/2009	195161	30.00		
			RFND-FALSE ALARM OVRPMT	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for CAMPUS MEDICAL CENTER, LLC</b>		<b>30.00</b>		
<b>CANON BUSINESS SOLUTIONS, INC.</b>				
5/14/2009	194860	7,642.22		
			JAN-MAR'09 MGT FEES	6,047.60
			JAN-MAR'09 COPY FEES	1,044.95
			JAN-MAR'09 COPY FEES	549.67
<b>Vendor Total</b>		<b>7,642.22</b>		
<b>FYTD for CANON BUSINESS SOLUTIONS, INC.</b>		<b>39,244.34</b>		
<b>CANON FINANCIAL SERVICES, INC.</b>				
5/14/2009	194861	7,529.95		
			COPIER LEASE	7,059.29
			COPIER LEASE SALES TAX	470.66
<b>Vendor Total</b>		<b>7,529.95</b>		
<b>FYTD for CANON FINANCIAL SERVICES, INC.</b>		<b>82,869.04</b>		
<b>CAP WORLD</b>				
5/14/2009	194862	352.00		
			EMBROIDERY SERVICES	252.00
			EMBROIDERY SERVICES	100.00
<b>Vendor Total</b>		<b>352.00</b>		
<b>FYTD for CAP WORLD</b>		<b>377.75</b>		
<b>CASKEY, DEBRA C.</b>				
5/28/2009	195162	318.73		
			JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CASKEY, DEBRA C.</b>		<b>1,912.38</b>		
<b>CATANO, ANWAR</b>				
5/28/2009	195163	50.00		
			RFND-TRAP DEPOSIT	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for CATANO, ANWAR</b>		<b>50.00</b>		
<b>CERTIFIED CREDIT REPORTING, INC</b>				
5/21/2009	195010	36.99		
			CRDT RPRT SRVCS	36.99
<b>Vendor Total</b>		<b>36.99</b>		
<b>FYTD for CERTIFIED CREDIT REPORTING, INC</b>		<b>165.63</b>		



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<b>CHAMBERS, CHRISTINA</b>				
5/28/2009	195164	20.00		
			RFND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for CHAMBERS, CHRISTINA</b>		<b>20.00</b>		
<b>CHANDLER AGGREGATES, INC.</b>				
5/28/2009	195165	85.35		
			C-MIX FOR PROM PROJECTS	85.35
<b>Vendor Total</b>		<b>85.35</b>		
<b>FYTD for CHANDLER AGGREGATES, INC.</b>		<b>85.35</b>		
<b>CHAPMAN, STEVE</b>				
5/28/2009	195166	318.73		
			JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CHAPMAN, STEVE</b>		<b>1,593.65</b>		
<b>CHAPPELL, ISAAC</b>				
5/28/2009	195167	318.73		
			JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for CHAPPELL, ISAAC</b>		<b>318.73</b>		
<b>CHOICE POINT BUSINESS AND GOVERNMENT</b>				
5/28/2009	195168	500.00		
			MAR'09 AUTO TRACK SRVCS	500.00
<b>Vendor Total</b>		<b>500.00</b>		
<b>FYTD for CHOICE POINT BUSINESS AND GOVERNMENT</b>		<b>5,500.00</b>		
<b>CHRISTIAN, OWEN</b>				
5/28/2009	195169	240.44		
			JUNE'09 RETIREE MED BENEFIT	240.44
<b>Vendor Total</b>		<b>240.44</b>		
<b>FYTD for CHRISTIAN, OWEN</b>		<b>3,296.47</b>		
<b>CITY OF LA QUINTA</b>				
5/7/2009	194720	135.00		
			5/11/09 LCC GEN. MEMB. MTG.	45.00
			5/11/09 LCC GEN. MEMB. MTG.	45.00
			5/11/09 LCC GEN. MEMB. MTG.	45.00
<b>Vendor Total</b>		<b>135.00</b>		
<b>FYTD for CITY OF LA QUINTA</b>		<b>135.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CITY OF MORENO VALLEY VEBA TRUST</b>				
5/14/2009	194863	4,887.50	EXEMPT VEBA	4,887.50
<b>Vendor Total</b>		<b>4,887.50</b>		
<b>FYTD for CITY OF MORENO VALLEY VEBA TRUST</b>		<b>35,425.00</b>		
<b>CLAY, JAMES</b>				
5/21/2009	195011	722.00	RFND-ADMIN. CITATION	722.00
<b>Vendor Total</b>		<b>722.00</b>		
<b>FYTD for CLAY, JAMES</b>		<b>801.40</b>		
<b>COAST FITNESS REPAIR SHOP</b>				
5/21/2009	195012	3,233.56	TREADMILL	2,743.50
			DELIVERY & INSTALLATION	50.00
			SALES TAX	240.06
			WARRANTY	200.00
<b>Vendor Total</b>		<b>3,233.56</b>		
<b>FYTD for COAST FITNESS REPAIR SHOP</b>		<b>3,372.74</b>		
<b>COLONIAL SUPPLEMENTAL INSURANCE</b>				
5/7/2009	194721	8,738.21	SUPPLEMENTAL INSURANCE	8,738.21
<b>Vendor Total</b>		<b>8,738.21</b>		
<b>FYTD for COLONIAL SUPPLEMENTAL INSURANCE</b>		<b>93,558.99</b>		
<b>COLOR TECH</b>				
5/7/2009	194722	3,344.99	FORECLOSURE FLYERS	1,715.38
			FORECLOSURE FLYERS	1,629.61
<b>Vendor Total</b>		<b>3,344.99</b>		
<b>FYTD for COLOR TECH</b>		<b>12,570.69</b>		
<b>COMMUNITY ASSISTANCE PROGRAM - CAP</b>				
5/7/2009	194723	6,668.90	REIMBURSE EXP.-CDBG	2,249.55
			REIMBURSE EXP.-CDBG	2,228.10
			REIMBURSE EXP.-CDBG	2,191.25
<b>Vendor Total</b>		<b>6,668.90</b>		
<b>FYTD for COMMUNITY ASSISTANCE PROGRAM - CAP</b>		<b>22,917.02</b>		



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<b>COMMUNITY HEALTH CHARITIES</b>				
5/14/2009	194864	395.00	CHC CONTRIBUTIONS	395.00
5/28/2009	195170	305.00	CHC CONTRIBUTIONS	305.00
<b>Vendor Total</b>		<b>700.00</b>		
<b>FYTD for COMMUNITY HEALTH CHARITIES</b>		<b>9,971.00</b>		
<b>COMPLIANCE SOLUTIONS, INC.</b>				
5/7/2009	194724	2,193.44	RFND-UUT OVRPMT	2,193.44
<b>Vendor Total</b>		<b>2,193.44</b>		
<b>FYTD for COMPLIANCE SOLUTIONS, INC.</b>		<b>2,193.44</b>		
<b>CONVERT-A-DOC</b>				
5/7/2009	194725	4,975.43	ELECTR. ARCHIVING OF B&S DOCS.	377.52
			ELECTR. ARCHIVING OF B&S DOCS.	2,432.58
			ELECTR. ARCHIVING OF B&S DOCS.	2,165.33
5/14/2009	194865	550.00	SCANNING SERVICES	550.00
<b>Vendor Total</b>		<b>5,525.43</b>		
<b>FYTD for CONVERT-A-DOC</b>		<b>50,269.91</b>		
<b>CONWAY DATA DBA SITE SELECTION MAGAZINE</b>				
5/28/2009	195171	5,890.00	MAY'09 ADVERTISING	5,890.00
<b>Vendor Total</b>		<b>5,890.00</b>		
<b>FYTD for CONWAY DATA DBA SITE SELECTION MAGAZINE</b>		<b>17,670.00</b>		



# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>COSTCO</b>				
5/7/2009	194726	8,781.88	MISC. SNACKS-STARS	47.40
			MISC. SNACKS-STARS	966.14
			MISC. SNACKS-STARS	974.62
			MISC. SNACKS-STARS	1,062.16
			MISC. SNACKS-STARS	872.09
			MISC. SNACKS-STARS	1,071.88
			MISC. SNACKS-STARS	921.85
			MISC. SNACKS-STARS	848.54
			MISC. SNACKS-STARS	899.35
			MISC. SNACKS-STARS	1,117.85
5/14/2009	194866	8,308.17	MISC. SNACKS FOR STARS	1,192.43
			MISC. SNACKS FOR STARS	1,085.43
			MISC. SNACKS FOR STARS	995.74
			MISC. SNACKS FOR STARS	1,747.29
			MISC. SNACKS FOR STARS	991.56
			MISC. SNACKS FOR STARS	112.37
			MISC. COOKING CLUB SUPPLIES	216.01
			MISC. SNACKS FOR STARS	1,013.72
			MISC. SNACKS FOR STARS	953.62
5/21/2009	195014	5,128.45	MISC. SNACKS FOR PARKS	102.37
			MISC. SNACKS FOR STARS	1,096.80
			MISC. SNACKS FOR STARS	856.31
			MISC. SNACKS FOR STARS	352.55
			MISC. SNACKS FOR STARS	938.68
			MISC. SNACKS FOR STARS	1,007.95
			SUPPLIES-STARS COOKING CLUB	161.05
			SUPPLIES-STARS COOKING CLUB	52.94
			SUPPLIES-STARS COOKING CLUB	559.80
5/28/2009	195172	150.09	STARS COOKING SUPPLIES	86.89
			STARS COOKING SUPPLIES	63.20
<b>Vendor Total</b>		<b>22,368.59</b>		
<b>FYTD for COSTCO</b>		<b>127,461.31</b>		
<b>COUNSELING TEAM, THE</b>				
5/21/2009	195015	1,250.00	APR'09 EMP CNSLNG SRVCS	1,250.00
<b>Vendor Total</b>		<b>1,250.00</b>		
<b>FYTD for COUNSELING TEAM, THE</b>		<b>12,190.00</b>		
<b>COUNTRY SQUIRE ESTATES</b>				
5/28/2009	195173	34.08	RFND UT USER TAXES-EXMPT RESID	34.08
<b>Vendor Total</b>		<b>34.08</b>		
<b>FYTD for COUNTRY SQUIRE ESTATES</b>		<b>508.86</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>COUNTY OF RIVERSIDE AUDITOR</b>				
5/14/2009	194867	22,483.00		
			PARKING CONTROL FEES	8,810.00
			PARKING CONTROL FEES-DISB	976.00
			PARKING CONTROL FEES	9,455.00
			PARKING CONTROL FEES-DISB	3,242.00
<b>Vendor Total</b>		<b>22,483.00</b>		
<b>FYTD for COUNTY OF RIVERSIDE AUDITOR</b>		<b>117,227.00</b>		
<b>CREATIVE MEDIA</b>				
5/21/2009	195016	500.00		
			RADIO PROMOTION	500.00
<b>Vendor Total</b>		<b>500.00</b>		
<b>FYTD for CREATIVE MEDIA</b>		<b>500.00</b>		
<b>CREATIVE PROMOTIONAL IDEAS</b>				
5/7/2009	194727	2,171.50		
			GROCERY BAGS	1,720.00
			SHIPPING	301.00
			SALES TAX	150.50
<b>Vendor Total</b>		<b>2,171.50</b>		
<b>FYTD for CREATIVE PROMOTIONAL IDEAS</b>		<b>2,830.15</b>		
<b>CREATIVE TOUCH INTERIORS, INC.</b>				
5/14/2009	194868	66.51		
			RFND-BUS. LIC. OVRPMT	66.51
<b>Vendor Total</b>		<b>66.51</b>		
<b>FYTD for CREATIVE TOUCH INTERIORS, INC.</b>		<b>94.51</b>		
<b>CTAI PACIFIC GREENSCAPE</b>				
5/21/2009	195017	7,392.88		
			APR'09 LNDSCP MAINT>DSG1-W	7,274.85
			IRRIGATION REPAIR>DSG1	88.05
			IRRIGATION REPAIR>DSG1	24.53
			IRRIGATION REPAIR>DSG1	5.45
<b>Vendor Total</b>		<b>7,392.88</b>		
<b>FYTD for CTAI PACIFIC GREENSCAPE</b>		<b>84,800.71</b>		
<b>CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH</b>				
5/28/2009	195174	871.00		
			HLTH PRMT>GRND VLLY BLRM	871.00
<b>Vendor Total</b>		<b>871.00</b>		
<b>FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH</b>		<b>10,911.99</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>CUSTOM CONCEPTS</b>				
5/28/2009	195175	248.82		
			POLO SHIRTS FOR STAFF	228.80
			SALES TAX	20.02
<b>Vendor Total</b>		<b>248.82</b>		
<b>FYTD for CUSTOM CONCEPTS</b>		<b>794.85</b>		
<b>D &amp; D SERVICES DBA D &amp; D DISPOSAL, INC.</b>				
5/21/2009	195018	745.00		
			APR'09 ANML DISPSL SRVCS	745.00
<b>Vendor Total</b>		<b>745.00</b>		
<b>FYTD for D &amp; D SERVICES DBA D &amp; D DISPOSAL, INC.</b>		<b>8,145.00</b>		
<b>D K SHOWER PANS</b>				
5/14/2009	194869	5.25		
			RFND-BUS. LIC. OVRPMT	5.25
<b>Vendor Total</b>		<b>5.25</b>		
<b>FYTD for D K SHOWER PANS</b>		<b>5.25</b>		
<b>DAHER, MARIA</b>				
5/7/2009	194728	32.00		
			RFND-AEROBICS REGIST	32.00
<b>Vendor Total</b>		<b>32.00</b>		
<b>FYTD for DAHER, MARIA</b>		<b>32.00</b>		
<b>DATA TICKET, INC.</b>				
5/14/2009	194870	210.00		
			FEB'09 MAINT/SPRRT FEE	105.00
			MAR'09 MAINT/SPRRT FEE	105.00
<b>Vendor Total</b>		<b>210.00</b>		
<b>FYTD for DATA TICKET, INC.</b>		<b>149,918.07</b>		
<b>DATAQUICK CORPORATE HEADQUARTERS</b>				
5/28/2009	195176	430.50		
			APR'09 ONLINE SUBSCRIPTION	130.50
			APR'09 ONLINE PROP SRVC	300.00
<b>Vendor Total</b>		<b>430.50</b>		
<b>FYTD for DATAQUICK CORPORATE HEADQUARTERS</b>		<b>7,076.50</b>		
<b>DE LA TORRE, KORINA</b>				
5/28/2009	195177	300.00		
			RFND-DAMAGE DEPOSIT	300.00
<b>Vendor Total</b>		<b>300.00</b>		
<b>FYTD for DE LA TORRE, KORINA</b>		<b>300.00</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>DELTA DENTAL</b>				
5/7/2009	194729	12,637.20	EMPLOYEE DENTAL INSURANCE	12,637.20
<b>Vendor Total</b>		<b>12,637.20</b>		
<b>FYTD for DELTA DENTAL</b>		<b>141,222.30</b>		
<b>DELTACARE USA</b>				
5/14/2009	194871	7,154.34	EMPLOYEE DENTAL INSURANCE	7,038.97
			EMPLOYEE DENTAL INSURANCE	115.37
<b>Vendor Total</b>		<b>7,154.34</b>		
<b>FYTD for DELTACARE USA</b>		<b>83,915.51</b>		
<b>DEPARTMENT OF ENVIRONMENTAL HEALTH</b>				
5/14/2009	194872	274.00	HEALTH PERMIT-4TH OF JULY	274.00
<b>Vendor Total</b>		<b>274.00</b>		
<b>FYTD for DEPARTMENT OF ENVIRONMENTAL HEALTH</b>		<b>274.00</b>		
<b>DEPOSITION REPORTERS ASSOCIATION</b>				
5/28/2009	195178	100.00	DEP RFND:5/9 @C&RC	100.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for DEPOSITION REPORTERS ASSOCIATION</b>		<b>100.00</b>		
<b>DESIGN WORKS</b>				
5/21/2009	195019	395.60	ADLT AWARD SHIRTS	395.60
<b>Vendor Total</b>		<b>395.60</b>		
<b>FYTD for DESIGN WORKS</b>		<b>1,360.96</b>		
<b>DEVORE, CHALES</b>				
5/21/2009	195020	50.00	RFND-TRAP DEPOSIT	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for DEVORE, CHALES</b>		<b>50.00</b>		
<b>DIAZ, CARLOS</b>				
5/7/2009	194730	396.00	RFND-ADMIN CITATION FEE	396.00
<b>Vendor Total</b>		<b>396.00</b>		
<b>FYTD for DIAZ, CARLOS</b>		<b>396.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>DIAZ, MICHAEL</b>				
5/21/2009	195021	37.00	RFND-KOBODO REGIST	37.00
<b>Vendor Total</b>		<b>37.00</b>		
<b>FYTD for DIAZ, MICHAEL</b>		<b>37.00</b>		
<b>DISPENSING TECHNOLOGY CORPORATION</b>				
5/21/2009	195022	74.41	DUCK BILL VALVE	74.41
<b>Vendor Total</b>		<b>74.41</b>		
<b>FYTD for DISPENSING TECHNOLOGY CORPORATION</b>		<b>74.41</b>		
<b>DISTINCTIVELY YOURS</b>				
5/14/2009	194873	995.67	SHIRTS FOR TRADESHOWS	995.67
<b>Vendor Total</b>		<b>995.67</b>		
<b>FYTD for DISTINCTIVELY YOURS</b>		<b>2,282.19</b>		
<b>DLS LANDSCAPE, INC</b>				
5/28/2009	195179	16,419.56	MAY'09 LNDSCP SRVC>CFD #1	2,758.11
			MAY'09 LNDSCP SRVC>ZN A	13,661.45
<b>Vendor Total</b>		<b>16,419.56</b>		
<b>FYTD for DLS LANDSCAPE, INC</b>		<b>195,292.05</b>		
<b>DMC DESIGN GROUP, INC</b>				
5/21/2009	195023	11,111.53	HEACOCK ST IMP-CACTUS>SAN MICH	7,484.36
			HEACOCK ST IMP-PVSD>SAN MICH.	3,627.17
<b>Vendor Total</b>		<b>11,111.53</b>		
<b>FYTD for DMC DESIGN GROUP, INC</b>		<b>538,684.12</b>		
<b>DMV</b>				
5/28/2009	195180	104.00	VEH REGIST>83B94G 2003 HONDA	52.00
			VEH REGIST>83B93G 2003 HONDA	52.00
<b>Vendor Total</b>		<b>104.00</b>		
<b>FYTD for DMV</b>		<b>104.00</b>		
<b>DORY, ALLEEN F.</b>				
5/28/2009	195181	318.73	JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for DORY, ALLEEN F.</b>		<b>3,374.76</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>DURAN, BLANCA</b>				
5/7/2009	194732	63.00		
			FOLKLORIC DNC-3 PARTICIPANTS	63.00
5/28/2009	195182	42.00		
			FOLKLORIC DNC-2 PARTICIPANTS	42.00
<b>Vendor Total</b>		<b>105.00</b>		

<b>FYTD for DURAN, BLANCA</b>	<b>966.00</b>
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<b>E.R. BLOCK PLUMBING &amp; HEATING, INC.</b>				
5/7/2009	194733	4,443.52		
			BACKFLOW TESTING-AREA M	140.00
			BACKFLOW RPLCMNT-TR19518	702.82
			BACKFLOW RPLCMNT>DSG-2	738.44
			BACKFLOW RPLCMNT>DSG-2	738.44
			BACKFLOW RPLCMNT>DSG-2	682.56
			BACKFLOW RPLCMNT>E-3	702.82
			BACKFLOW RPLCMNT>E-2	738.44
5/21/2009	195024	683.88		
			RPLC BACKFLOW PRVNTR	53.88
			BACKFLOW TEST>TR30319	35.00
			BACKFLOW TEST>AREA D	595.00
5/28/2009	195183	735.00		
			BACKFLOW TESTING	35.00
			BACKFLOW TESTING	385.00
			BACKFLOW TESTING	35.00
			BACKFLOW TESTING	105.00
			BACKFLOW TESTING	70.00
			BACKFLOW TESTING	35.00
			BACKFLOW TESTING	35.00
			BACKFLOW TESTING	35.00
<b>Vendor Total</b>		<b>5,862.40</b>		

<b>FYTD for E.R. BLOCK PLUMBING &amp; HEATING, INC.</b>	<b>36,020.73</b>
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<b>EAST CORONA DRYWALL</b>				
5/14/2009	194875	7.00		
			RFND-BUS. LIC. OVRPMT	7.00
<b>Vendor Total</b>		<b>7.00</b>		

<b>FYTD for EAST CORONA DRYWALL</b>	<b>7.00</b>
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<b>EASTERN MUNICIPAL WATER DISTRICT</b>				
5/7/2009	194735	5,673.16		
			WATER UTILITY	443.46
			WATER UTILITY	3,973.06
			WATER UTILITY	740.72
			WATER UTILITY	222.75
			WATER UTILITY	293.17
<b>Vendor Total</b>		<b>5,673.16</b>		

<b>FYTD for EASTERN MUNICIPAL WATER DISTRICT</b>	<b>1,122,449.51</b>
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>EDFUND</b>				
5/14/2009	194877	276.54		
			GARNISHMENT	94.37
			GARNISHMENT	182.17
5/28/2009	195185	280.84		
			GARNISHMENT	99.04
			GARNISHMENT	181.80
<b>Vendor Total</b>		<b>557.38</b>		
<b>FYTD for EDFUND</b>		<b>2,592.40</b>		
<b>EDGELANE MOBILE PARK</b>				
5/14/2009	194878	10.71		
			RFND UT USER TAXES-EXMPT RESID	10.71
<b>Vendor Total</b>		<b>10.71</b>		
<b>FYTD for EDGELANE MOBILE PARK</b>		<b>125.11</b>		
<b>EGGERSTEN, ANNE</b>				
5/28/2009	195186	303.60		
			JUNE'09 RETIREE MED BENEFIT	303.60
<b>Vendor Total</b>		<b>303.60</b>		
<b>FYTD for EGGERSTEN, ANNE</b>		<b>4,719.22</b>		
<b>EL DORADO POINTE</b>				
5/28/2009	195187	56.99		
			RFND-BUS. LIC. OVRPMT	56.99
<b>Vendor Total</b>		<b>56.99</b>		
<b>FYTD for EL DORADO POINTE</b>		<b>56.99</b>		
<b>EL DORADO POINTE - MANAGEMENT</b>				
5/28/2009	195188	40.74		
			RFND-BUS. LIC. OVRPMT	40.74
<b>Vendor Total</b>		<b>40.74</b>		
<b>FYTD for EL DORADO POINTE - MANAGEMENT</b>		<b>40.74</b>		
<b>EMBASSY SUITES LOS ANGELES</b>				
5/7/2009	194736	291.84		
			K. JONES-LODGING/HPRP TRNG.	291.84
<b>Vendor Total</b>		<b>291.84</b>		
<b>FYTD for EMBASSY SUITES LOS ANGELES</b>		<b>291.84</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>EMPLOYMENT DEVELOPMENT DEPARTMENT</b>				
5/6/2009	2397	936.57		
			DEP STATE INC TAX W/H 5/6/09	936.57
5/20/2009	2407	1,429.35		
			DEP STATE INC TAX W/H 5/20/09	1,429.35
<b>Vendor Total</b>		<b>2,365.92</b>		
<b>FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT</b>		<b>1,218,766.81</b>		
<b>ENCO UTILITY SERVICES MORENO VALLEY LLC</b>				
5/14/2009	194880	9,500.00		
			MAY'09 CBNT LS>LASSELLE	23.79
			MAY'09 CBNT LS>LASSELLE	1,226.21
			MAY'09 CBNT LS>GRAHAM	47.14
			MAY'09 CBNT LS>GRAHAM	1,202.86
			MAY'09 CBNT LS>KITCHING	52.90
			MAY'09 CBNT LS>KITCHING	1,197.10
			MAY'09 CBNT LS>CTTNWD	114.53
			MAY'09 CBNT LS>CTTNWD	1,135.47
			MAY'09 CBNT LS>FREDERICK	64.35
			MAY'09 CBNT LS>FREDERICK	1,185.65
			MAY'09 CBNT LS>INDIAN	146.80
			MAY'09 CBNT LS>INDIAN	1,103.20
			MAY'09 CBNT LS>IRIS	162.59
			MAY'09 CBNT LS>IRIS	1,087.41
			METER FEES-ALONDA'S FASHION	332.00
			TEMP SRVC-BEAZER BOMES	418.00
<b>Vendor Total</b>		<b>9,500.00</b>		
<b>FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC</b>		<b>2,010,083.22</b>		
<b>ERVIN, NATHALYNN</b>				
5/14/2009	194881	80.00		
			RFND-ANIMAL SRVC FEES	30.00
			RFND-ANIMAL SRVC FEES	20.00
			RFND-ANIMAL SRVC FEES	10.00
			RFND-ANIMAL SRVC FEES	10.00
			RFND-ANIMAL SRVC FEES	10.00
<b>Vendor Total</b>		<b>80.00</b>		
<b>FYTD for ERVIN, NATHALYNN</b>		<b>80.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>EVANS ENGRAVING &amp; AWARDS</b>				
5/7/2009	194738	285.90		
			ENGRAVING SERVICES	225.00
			PLAQUE FOR JOHN CLARK	28.00
			PLAQUE FOR JOHN CLARK	2.45
			PLAQUE FOR DOUG MERKT	28.00
			PLAQUE FOR DOUG MERKT	2.45
5/14/2009	194882	193.58		
			PLATE FOR VETERANS MEM.	10.00
			PLATE FOR VETERANS MEM.	0.88
			PLAQUES-RETIREEES	105.60
			PLAQUES-RETIREEES	16.20
			PLAQUE-CARYLON WAGY	28.00
			PLAQUE-CARYLON WAGY	2.45
			PLAQUE-RICHARD GASTON	28.00
			PLAQUE-RICHARD GASTON	2.45
<b>Vendor Total</b>		<b>479.48</b>		
<b>FYTD for EVANS ENGRAVING &amp; AWARDS</b>		<b>2,213.12</b>		
<b>EXCEL LANDSCAPE, INC</b>				
5/7/2009	194739	2,651.37		
			MISC. LNDSCP SRVC>E-8	10.96
			APR'09 LNDSCP MAINT>E-7	2,640.41
5/21/2009	195029	63.88		
			MISC. LANDSCAPE>E-8	10.96
			MISC. LANDSCAPE>E-14	52.92
5/28/2009	195190	3,426.80		
			APR'09 LNDSCPING MAINT>E-14	3,426.80
<b>Vendor Total</b>		<b>6,142.05</b>		
<b>FYTD for EXCEL LANDSCAPE, INC</b>		<b>415,931.26</b>		
<b>FAIR HOUSING COUNCIL OF RIV CO, INC.</b>				
5/7/2009	194740	12,937.15		
			REIMBURSE EXP. (#7)-CDBG	4,273.42
			REIMBURSE EXP. (#8)-CDBG	2,898.56
			REIMBURSE EXP. (#9)-CDBG	3,670.89
			REIMBURSE EXP. (#7)-CDBG	1,973.76
			REIMBURSE EXP. (#8)-CDBG	120.52
<b>Vendor Total</b>		<b>12,937.15</b>		
<b>FYTD for FAIR HOUSING COUNCIL OF RIV CO, INC.</b>		<b>49,402.29</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>FALCON FUELS</b>				
5/7/2009	194741	6,805.30		
			FUEL PURCHASE	3,674.87
			FUEL PURCHASE	3,130.43
5/21/2009	195030	10,792.89		
			FUEL PURCHASE	3,910.47
			FUEL PURCHASE	3,166.85
			FUEL PURCHASE	3,715.57
<b>Vendor Total</b>		<b>17,598.19</b>		
<b>FYTD for FALCON FUELS</b>		<b>274,802.35</b>		
<b>FAMILY SOCKS</b>				
5/28/2009	195191	35.03		
			RFND-BUS. LIC. OVRPMT	35.03
<b>Vendor Total</b>		<b>35.03</b>		
<b>FYTD for FAMILY SOCKS</b>		<b>35.03</b>		
<b>FAST SIGNS</b>				
5/7/2009	194742	1,849.42		
			BANNERS-FRCLSR WRKSHPS	1,580.04
			RPRD DAMAGED BANNER	269.38
<b>Vendor Total</b>		<b>1,849.42</b>		
<b>FYTD for FAST SIGNS</b>		<b>5,106.93</b>		
<b>FEENSTRA, JOHN</b>				
5/28/2009	195192	361.25		
			JUNE'09 RETIREE MED BENEFIT	361.25
<b>Vendor Total</b>		<b>361.25</b>		
<b>FYTD for FEENSTRA, JOHN</b>		<b>4,335.00</b>		
<b>FILARSKY &amp; WATT, LLP</b>				
5/14/2009	194884	728.00		
			APR'09 LEGAL SRVCS-H.R.	728.00
<b>Vendor Total</b>		<b>728.00</b>		
<b>FYTD for FILARSKY &amp; WATT, LLP</b>		<b>3,042.00</b>		
<b>FIRST AMERICAN CORE LOGIC, INC.</b>				
5/28/2009	195193	170.00		
			APR'09 ONLINE PROP SRVC	170.00
<b>Vendor Total</b>		<b>170.00</b>		
<b>FYTD for FIRST AMERICAN CORE LOGIC, INC.</b>		<b>1,360.00</b>		



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<b>FIRST CHOICE SERVICES</b>				
5/7/2009	194743	64.71	COFFEE SRVC-ESA ANNX	64.71
5/14/2009	194885	663.48	COFFEE SRVC>BRKRM	225.22
			COFFEE SRVC>CTY MGRS	92.23
			COFFEE SRVC>PW AREA	204.54
			COFFEE SRVC>CNCL CHMBRS	95.86
			COFFEE SRVC>CNCL ALCOVE	45.63
5/21/2009	195031	78.40	COFFEE SRVC-CITY YARD	14.23
			COFFEE SRVC-CITY YARD	64.17
<b>Vendor Total</b>		<b>806.59</b>		
<b>FYTD for FIRST CHOICE SERVICES</b>		<b>9,846.82</b>		
<b>FITNESS 19 CA 155 11C</b>				
5/28/2009	195194	343.00	GYM MEMBERSHIP DEDUCTIONS	343.00
<b>Vendor Total</b>		<b>343.00</b>		
<b>FYTD for FITNESS 19 CA 155 11C</b>		<b>4,728.00</b>		
<b>FLORENCE, RANDY</b>				
5/28/2009	195195	10.00	RFND-ADMIN. CITATION	10.00
<b>Vendor Total</b>		<b>10.00</b>		
<b>FYTD for FLORENCE, RANDY</b>		<b>10.00</b>		
<b>FONG, RONALD &amp; DEANNA</b>				
5/14/2009	194886	30.00	FALSE ALARM REFUND	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for FONG, RONALD &amp; DEANNA</b>		<b>30.00</b>		
<b>FOREST WOOD FIBER, INC.</b>				
5/28/2009	195196	4,235.83	FIBER FOR PLAYGROUNDS	1,033.13
			FIBER FOR PLAYGROUNDS	1,033.13
			FIBER FOR PLAYGROUNDS	1,033.13
			FIBER FOR PLAYGROUNDS	1,136.44
<b>Vendor Total</b>		<b>4,235.83</b>		
<b>FYTD for FOREST WOOD FIBER, INC.</b>		<b>4,235.83</b>		





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<b>FOSTER, JAMES BARRY</b>				
5/7/2009	194744	256.00	PER DIEM-ICSC RECON CONVENTION	256.00
<b>Vendor Total</b>		<b>256.00</b>		
<b>FYTD for FOSTER, JAMES BARRY</b>		<b>1,097.71</b>		
<b>FOWLER, MELISSA ANN G.</b>				
5/21/2009	195032	380.00	10 DAYS-INSTRUCT. SRVCS	380.00
<b>Vendor Total</b>		<b>380.00</b>		
<b>FYTD for FOWLER, MELISSA ANN G.</b>		<b>3,572.00</b>		
<b>FRANCE PUBLICATIONS, INC. DBA SHOPPING</b>				
5/21/2009	195033	3,200.95	MAY'09 ADVERTISING-SHPNG CTR B	3,200.95
<b>Vendor Total</b>		<b>3,200.95</b>		
<b>FYTD for FRANCE PUBLICATIONS, INC. DBA SHOPPING</b>		<b>9,602.85</b>		
<b>FRANCHISE TAX BOARD</b>				
5/14/2009	194887	190.00	GARNISHMENT	190.00
5/14/2009	194888	60.41	GARNISHMENT	30.30
			GARNISHMENT	30.11
5/28/2009	195197	21.54	GARNISHMENT	21.54
5/28/2009	195198	190.00	GARNISHMENT	190.00
<b>Vendor Total</b>		<b>461.95</b>		
<b>FYTD for FRANCHISE TAX BOARD</b>		<b>8,026.51</b>		
<b>FRANKLIN, L. C.</b>				
5/7/2009	194745	97.90	MILEAGE REIMBURSEMENT	97.90
5/14/2009	194889	230.45	MILEAGE REIMBURSEMENT	230.45
<b>Vendor Total</b>		<b>328.35</b>		
<b>FYTD for FRANKLIN, L. C.</b>		<b>328.35</b>		
<b>FRANZINO, ELIZABETH</b>				
5/21/2009	195034	418.00	11 DAYS-INSTRUCT. SRVCS	418.00
<b>Vendor Total</b>		<b>418.00</b>		
<b>FYTD for FRANZINO, ELIZABETH</b>		<b>4,902.00</b>		



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<b>FREEMAN, SHANIKUA</b>				
5/7/2009	194746	384.00		
			PER DIEM-ICSC RECON CONVENTION	384.00
<b>Vendor Total</b>		<b>384.00</b>		
<b>FYTD for FREEMAN, SHANIKUA</b>		<b>384.00</b>		
<b>FRIENDS OF THE SENIOR CENTER</b>				
5/7/2009	194747	10,000.00		
			NOV-DEC'08 EXPNS REIMBURSEMEN	10,000.00
<b>Vendor Total</b>		<b>10,000.00</b>		
<b>FYTD for FRIENDS OF THE SENIOR CENTER</b>		<b>20,000.00</b>		
<b>FUENTES, JOSE</b>				
5/14/2009	194890	4.00		
			OVERPAYMENT ON C/C	4.00
<b>Vendor Total</b>		<b>4.00</b>		
<b>FYTD for FUENTES, JOSE</b>		<b>4.00</b>		
<b>G &amp; S ACOUSTICS, INC.</b>				
5/14/2009	194892	7.54		
			RFND-BUS. LIC. OVRPMT	7.54
<b>Vendor Total</b>		<b>7.54</b>		
<b>FYTD for G &amp; S ACOUSTICS, INC.</b>		<b>7.54</b>		
<b>GALLARD, LUIS</b>				
5/14/2009	194893	75.00		
			RFND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for GALLARD, LUIS</b>		<b>75.00</b>		
<b>GARCIA, RAMON</b>				
5/28/2009	195199	200.00		
			DEP RFND:5/9 @TWNGTE	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for GARCIA, RAMON</b>		<b>200.00</b>		
<b>GATES CAPITAL CORPORATION</b>				
5/26/2009	80517	6,394.11		
			REMARKETING SVCS 97 CH COPS	6,394.11
<b>Vendor Total</b>		<b>6,394.11</b>		
<b>FYTD for GATES CAPITAL CORPORATION</b>		<b>6,394.11</b>		



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<b>GENERAL SECURITY SERVICES, INC.</b>				
5/7/2009	194748	1,349.92		
			SEC SRVC:4/13 -4/18/09	1,349.92
5/14/2009	194894	199.42		
			SEC SRVC:3/21 @ TWNGTE	99.71
			SEC SRVC:4/25 @ TWNGTE	99.71
5/21/2009	195035	2,151.44		
			SEC SRVC:4/11 @SR CTR	214.76
			SEC SRVC:4/18 @SR CTR	291.46
			SEC SRVCS>4/25/09	1,415.12
			SEC SRVCS>4/23/09	230.10
5/28/2009	195200	3,309.61		
			SEC SRVC>5/2/09	1,418.95
			SEC SRVC>5/9/09	1,629.88
			SEC SRVCS>4/17-18 @TWNGTE	184.08
			SEC SRVCS>5/2 @TWNGTE	76.70
<b>Vendor Total</b>		<b>7,010.39</b>		
<b>FYTD for GENERAL SECURITY SERVICES, INC.</b>		<b>102,852.95</b>		
<b>GIBBS, GIDEN, LOCHER, TURNER &amp; SENET LLP</b>				
5/14/2009	194895	17,796.75		
			MAR'09 LGL SRVCS-EMPIRE LAND	3,096.99
			MAR'09 LGL SRVCS-EMPIRE LAND	6,800.77
			APR'09 LGL SRVC-EMPIRE LAND	7,898.99
5/28/2009	195201	840.97		
			LEGAL SVCS-COMM PRK SOCCER FLD	840.97
<b>Vendor Total</b>		<b>18,637.72</b>		
<b>FYTD for GIBBS, GIDEN, LOCHER, TURNER &amp; SENET LLP</b>		<b>90,252.27</b>		
<b>GIBSON, SANDRA L.</b>				
5/21/2009	195036	75.00		
			CPR INSTRUCTOR PAYMENT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for GIBSON, SANDRA L.</b>		<b>525.00</b>		
<b>GILES, GREG</b>				
5/7/2009	194749	3,018.00		
			AUDIT SRVCS> 4/9/09	1,360.00
			AUDIT SRVCS> 4/23/09	1,658.00
<b>Vendor Total</b>		<b>3,018.00</b>		
<b>FYTD for GILES, GREG</b>		<b>3,018.00</b>		



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<b>GOD'S HELPING HAND</b>				
5/7/2009	194750	833.36		
			REIMBURSE EXP. -CDBG	416.68
			REIMBURSE EXP. -CDBG	416.68
<b>Vendor Total</b>		<b>833.36</b>		
<b>FYTD for GOD'S HELPING HAND</b>		<b>3,750.16</b>		
<b>GONZALES, MARNEE</b>				
5/21/2009	195037	37.00		
			RFND-BALLET REGIST.	37.00
<b>Vendor Total</b>		<b>37.00</b>		
<b>FYTD for GONZALES, MARNEE</b>		<b>37.00</b>		
<b>GONZALEZ, MARICELA</b>				
5/28/2009	195202	70.00		
			RFND-ANML SRVC FEES	30.00
			RFND-ANML SRVC FEES	20.00
			RFND-ANML SRVC FEES	10.00
			RFND-ANML SRVC FEES	10.00
<b>Vendor Total</b>		<b>70.00</b>		
<b>FYTD for GONZALEZ, MARICELA</b>		<b>70.00</b>		
<b>GONZALEZ, MIREYA JACOBO</b>				
5/21/2009	195038	120.00		
			RFND-VEHICLE RLS FEE	120.00
<b>Vendor Total</b>		<b>120.00</b>		
<b>FYTD for GONZALEZ, MIREYA JACOBO</b>		<b>120.00</b>		
<b>GORM INC.</b>				
5/7/2009	194751	3,437.91		
			MISC. JANITORIAL SUPPLIES	1,489.33
			MISC. JANITORIAL SUPPLIES	62.54
			MISC. JANITORIAL SUPPLIES	1,886.04
5/14/2009	194896	3,028.25		
			MISC. JANITORIAL SUPPLIES	577.06
			MISC. JANITORIAL SUPPLIES	2,451.19
<b>Vendor Total</b>		<b>6,466.16</b>		
<b>FYTD for GORM INC.</b>		<b>11,837.23</b>		
<b>GOZDECKI, DAN</b>				
5/14/2009	194897	459.00		
			KUNG FU-4 PARTICIPANTS	108.00
			KUNG FU-13 PARTICIPANTS	351.00
<b>Vendor Total</b>		<b>459.00</b>		
<b>FYTD for GOZDECKI, DAN</b>		<b>5,875.80</b>		



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<b>GRAFFITI TRACKER, INC.</b>				
5/28/2009	195203	24,000.00		
			GRAFFITI ANLYS/TRCKNG>SEP'09	24,000.00
<b>Vendor Total</b>		<b>24,000.00</b>		
<b>FYTD for GRAFFITI TRACKER, INC.</b>		<b>47,404.50</b>		
<b>GRAPHIC SOLUTIONS LTD.</b>				
5/28/2009	195204	1,185.00		
			SUNNYMD BLVD REVIT. SIGN PROJ.	1,185.00
<b>Vendor Total</b>		<b>1,185.00</b>		
<b>FYTD for GRAPHIC SOLUTIONS LTD.</b>		<b>21,205.15</b>		
<b>GREEN IT UP LANDSCAPE, INC.</b>				
5/21/2009	195039	24,622.27		
			RET. RELEASE-SUBST. LANDSC PRJ	23,065.16
			RET. RELEASE-SUBST. LANDSC PRJ	1,557.11
<b>Vendor Total</b>		<b>24,622.27</b>		
<b>FYTD for GREEN IT UP LANDSCAPE, INC.</b>		<b>246,222.68</b>		
<b>GRIFFIN, MARLENE C</b>				
5/28/2009	195205	303.60		
			JUNE'09 RETIREE MED BENEFIT	303.60
<b>Vendor Total</b>		<b>303.60</b>		
<b>FYTD for GRIFFIN, MARLENE C</b>		<b>3,583.25</b>		
<b>GUILLIS, LINDA B.</b>				
5/28/2009	195206	318.73		
			JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for GUILLIS, LINDA B.</b>		<b>3,374.76</b>		
<b>GUTIERREZ, CARLOS A./MARLA Y.</b>				
5/14/2009	194898	342.47		
			RFND-ADMIN CITATION	342.47
<b>Vendor Total</b>		<b>342.47</b>		
<b>FYTD for GUTIERREZ, CARLOS A./MARLA Y.</b>		<b>342.47</b>		
<b>GUTIERREZ, RAMIRO</b>				
5/14/2009	194899	20.00		
			RFND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for GUTIERREZ, RAMIRO</b>		<b>20.00</b>		



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<b>GUTIERREZ, ROBERT</b>				
5/7/2009	194752	256.00		
			PER DIEM-ICSC RECON CONVENTION	256.00
5/14/2009	194900	79.50		
			PROFESSIONAL DEVELOPMENT	79.50
	<b>Vendor Total</b>	<b>335.50</b>		
<b>FYTD for GUTIERREZ, ROBERT</b>		<b>1,385.92</b>		
<b>GUZMAN'S CART SERVICE</b>				
5/14/2009	194901	4,049.00		
			APR'09 CART RTRVL SRVC	4,049.00
	<b>Vendor Total</b>	<b>4,049.00</b>		
<b>FYTD for GUZMAN'S CART SERVICE</b>		<b>44,339.00</b>		
<b>HALA, RUTH VAN</b>				
5/21/2009	195040	50.00		
			JUDGING SRVC>4/11/09	50.00
	<b>Vendor Total</b>	<b>50.00</b>		
<b>FYTD for HALA, RUTH VAN</b>		<b>50.00</b>		
<b>HAMBLIN, MELISSA</b>				
5/14/2009	194902	95.00		
			RFND-RABIES/SPAY/NTR DEP	20.00
			RFND-RABIES/SPAY/NTR DEP	75.00
	<b>Vendor Total</b>	<b>95.00</b>		
<b>FYTD for HAMBLIN, MELISSA</b>		<b>95.00</b>		
<b>HANES, MARTIN D.</b>				
5/28/2009	195207	318.73		
			JUNE'09 RETIREE MED BENEFIT	318.73
	<b>Vendor Total</b>	<b>318.73</b>		
<b>FYTD for HANES, MARTIN D.</b>		<b>2,692.65</b>		
<b>HANIGAN BUSINESS FORMS</b>				
5/14/2009	194903	2,242.40		
			WARNING NOTICES-CODE	538.53
			WARNING NOTICES-SALES TAX	47.12
			WARNING NOTICES-CODE	58.56
			PRKNG CITATION NOTICES-CODE	1,452.90
			PRKNG CITATION NOTICES-CODE	145.29
	<b>Vendor Total</b>	<b>2,242.40</b>		
<b>FYTD for HANIGAN BUSINESS FORMS</b>		<b>7,021.65</b>		



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<b>HANSEN, ROBERT L.</b>				
5/21/2009	195041	115.50		
			ADDTL EXP.-5/5-5/8/09 LCC CONF	115.50
	<b>Vendor Total</b>	<b>115.50</b>		
<b>FYTD for HANSEN, ROBERT L.</b>		<b>642.00</b>		
<b>HARDING, JOHN S.</b>				
5/28/2009	195208	318.73		
			JUNE'09 RETIREE MED BENEFIT	318.73
	<b>Vendor Total</b>	<b>318.73</b>		
<b>FYTD for HARDING, JOHN S.</b>		<b>3,374.76</b>		
<b>HARPER, MARGARITA</b>				
5/14/2009	194904	20.00		
			RFND-RABIES DEPOSIT	20.00
	<b>Vendor Total</b>	<b>20.00</b>		
<b>FYTD for HARPER, MARGARITA</b>		<b>167.80</b>		
<b>HARPER, MARK/RANDI</b>				
5/28/2009	195209	40.00		
			RFND-RABIES DEPOSIT	20.00
			RFND-RABIES DEPOSIT	20.00
	<b>Vendor Total</b>	<b>40.00</b>		
<b>FYTD for HARPER, MARK/RANDI</b>		<b>126.00</b>		
<b>HARRIS &amp; ASSOCIATES, INC.</b>				
5/28/2009	195210	1,309.40		
			SUNNYMD EMWD PIPELINE PROJ SVC	1,309.40
	<b>Vendor Total</b>	<b>1,309.40</b>		
<b>FYTD for HARRIS &amp; ASSOCIATES, INC.</b>		<b>433,814.01</b>		
<b>HARRIS, SCOTT</b>				
5/7/2009	194754	288.00		
			TENNIS-6 PARTICIPANTS	288.00
	<b>Vendor Total</b>	<b>288.00</b>		
<b>FYTD for HARRIS, SCOTT</b>		<b>1,584.00</b>		
<b>HARTMANN, RICK</b>				
5/7/2009	194755	256.00		
			PER DIEM-ICSC RECON CONVENTION	256.00
	<b>Vendor Total</b>	<b>256.00</b>		
<b>FYTD for HARTMANN, RICK</b>		<b>256.00</b>		



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<b>HATFIELD, CHARLES</b>				
5/28/2009	195211	318.73	JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HATFIELD, CHARLES</b>		<b>3,374.76</b>		
<b>HAUGHT, PEGGY</b>				
5/28/2009	195212	31.00	RFND-LICENSE FEE	31.00
<b>Vendor Total</b>		<b>31.00</b>		
<b>FYTD for HAUGHT, PEGGY</b>		<b>31.00</b>		
<b>HAUSER, ADRIANA</b>				
5/21/2009	195042	570.00	15 DAYS-INSTRUCT. SRVCS	570.00
<b>Vendor Total</b>		<b>570.00</b>		
<b>FYTD for HAUSER, ADRIANA</b>		<b>5,814.00</b>		
<b>HEFFLEY, ROSS W.</b>				
5/28/2009	195213	318.73	JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for HEFFLEY, ROSS W.</b>		<b>3,131.03</b>		
<b>HEIM, BERNADETTE</b>				
5/21/2009	195043	75.00	RFND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for HEIM, BERNADETTE</b>		<b>95.00</b>		
<b>HEISSER, NIKKI</b>				
5/28/2009	195214	21.60	RFND-BBALL CLINIC REGIST	21.60
<b>Vendor Total</b>		<b>21.60</b>		
<b>FYTD for HEISSER, NIKKI</b>		<b>21.60</b>		
<b>HENKENIUS, LINDSEY</b>				
5/28/2009	195215	1,111.80	TUMBLING-4 PARTICIPANTS	126.00
			GUITAR-12 PARTICIPANTS	481.80
			TUMBLING-16 PARTICIPANTS	504.00
<b>Vendor Total</b>		<b>1,111.80</b>		
<b>FYTD for HENKENIUS, LINDSEY</b>		<b>5,816.85</b>		





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<b>HERNANDEZ, SERGIO</b>				
5/28/2009	195216	300.00	RFND-DMG DEP>A CARRANZA	300.00
<b>Vendor Total</b>		<b>300.00</b>		
<b>FYTD for HERNANDEZ, SERGIO</b>		<b>300.00</b>		
<b>HETHERMAN, ANTHONY CHRISTOPHER</b>				
5/7/2009	194756	90.75	REIMB-IRRIG. AUDITOR CLASS	90.75
<b>Vendor Total</b>		<b>90.75</b>		
<b>FYTD for HETHERMAN, ANTHONY CHRISTOPHER</b>		<b>153.45</b>		
<b>HIGHER GROUND CALVARY CHAPEL</b>				
5/14/2009	194905	75.00	DEPOSIT REFUND	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for HIGHER GROUND CALVARY CHAPEL</b>		<b>75.00</b>		
<b>HIGHLAND FAIRVIEW PROPERTIES</b>				
5/21/2009	195044	4,388.80	RECORD COPY FEE	4,388.80
5/28/2009	195217	561.00	RFND-APPLICATION FEE	561.00
<b>Vendor Total</b>		<b>4,949.80</b>		
<b>FYTD for HIGHLAND FAIRVIEW PROPERTIES</b>		<b>54,949.80</b>		
<b>HODGE PRODUCTS, INC.</b>				
5/21/2009	195045	277.14	PADLOCKS FOR PARKS	163.71
			PADLOCKS FOR CFD #1	113.43
<b>Vendor Total</b>		<b>277.14</b>		
<b>FYTD for HODGE PRODUCTS, INC.</b>		<b>1,189.02</b>		
<b>HOME SAFE ENVIRONMENTAL, INC.</b>				
5/7/2009	194758	350.00	LEAD BASE PAINT INSPECTION	350.00
<b>Vendor Total</b>		<b>350.00</b>		
<b>FYTD for HOME SAFE ENVIRONMENTAL, INC.</b>		<b>350.00</b>		
<b>HUNTER, PHUONG</b>				
5/7/2009	194759	158.40	REIMB-CWEA CONF./PALM SPRINGS	158.40
<b>Vendor Total</b>		<b>158.40</b>		
<b>FYTD for HUNTER, PHUONG</b>		<b>409.95</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>ICMA RETIREMENT CORP 457</b>				
5/8/2009	2402	13,265.49		
			DEF COMP 457 5/8/09	13,265.49
5/22/2009	2412	13,565.49		
			DEF COMP 457 5/22/09	13,565.49
<b>Vendor Total</b>		<b>26,830.98</b>		
<b>FYTD for ICMA RETIREMENT CORP 457</b>		<b>286,898.65</b>		
<b>IL SORRENTO MOBILE PARK</b>				
5/14/2009	194907	116.31		
			RFND UT USER TAXES-EXMPT RESID	116.31
<b>Vendor Total</b>		<b>116.31</b>		
<b>FYTD for IL SORRENTO MOBILE PARK</b>		<b>1,970.96</b>		
<b>ILLUMECON, LLC</b>				
5/21/2009	195046	2,175.00		
			72" LITEBAR LED RETROFIT KITS	1,600.00
			CA SALES TAX @ 8.75%	140.00
			LED RETRO LIGHT SYSTEM	435.00
<b>Vendor Total</b>		<b>2,175.00</b>		
<b>FYTD for ILLUMECON, LLC</b>		<b>2,175.00</b>		
<b>ING USA ANNUITY &amp; LIFE INSURANCE CO.</b>				
5/14/2009	194908	625.00		
			NON-EXEMPT ANNUITY	625.00
<b>Vendor Total</b>		<b>625.00</b>		
<b>FYTD for ING USA ANNUITY &amp; LIFE INSURANCE CO.</b>		<b>6,875.00</b>		
<b>INLAND EMPIRE PROPERTY SERVICE, INC</b>				
5/7/2009	194760	5,155.45		
			NSNC ABTMT: 478132004	531.00
			NSNC ABTMT: 482662043	252.00
			NSNC ABTMT: 482362010	216.45
			NSNC ABTMT: 486443011	254.00
			WEED ABTMT: POORMANS RESV	3,902.00
<b>Vendor Total</b>		<b>5,155.45</b>		
<b>FYTD for INLAND EMPIRE PROPERTY SERVICE, INC</b>		<b>65,501.86</b>		
<b>INLAND EMPIRE SMALL BUSINESS DEV.CENTER</b>				
5/7/2009	194761	10,000.00		
			JAN-MAR'09 BUS CNSLNG SRVCS	10,000.00
<b>Vendor Total</b>		<b>10,000.00</b>		
<b>FYTD for INLAND EMPIRE SMALL BUSINESS DEV.CENTER</b>		<b>40,000.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>INLAND PETROLEUM EQUIPMENT &amp; REPAIR, INC</b>				
5/14/2009	194909	1,449.40		
			VAPOR RECOVERY TESTING	458.00
			VAPOR RECOVERY TESTING	161.64
			VAPOR RECOVERY TESTING	458.00
			VAPOR RECOVERY TESTING	371.76
<b>Vendor Total</b>		<b>1,449.40</b>		
<b>FYTD for INLAND PETROLEUM EQUIPMENT &amp; REPAIR, INC</b>		<b>4,273.17</b>		
<b>INSIDE PLANTS, INC.</b>				
5/14/2009	194910	316.00		
			MAY'09 PLANT MAINT.	316.00
<b>Vendor Total</b>		<b>316.00</b>		
<b>FYTD for INSIDE PLANTS, INC.</b>		<b>3,476.00</b>		
<b>INTERNAL REVENUE SERVICE</b>				
5/6/2009	2396	4,508.40		
			DEP FED INC TAX W/H 5/6/09	4,508.40
5/20/2009	2406	7,662.43		
			DEP FED INC TAX W/H 5/20/09	7,662.43
<b>Vendor Total</b>		<b>12,170.83</b>		
<b>FYTD for INTERNAL REVENUE SERVICE</b>		<b>4,714,470.22</b>		
<b>INTERNATIONAL CALCULATOR &amp; COMPUTER</b>				
5/7/2009	194762	157.50		
			CALCULATOR REPAIR	157.50
			CALCULATOR REPAIR	2.54
			CALCULATOR REPAIR	-2.54
<b>Vendor Total</b>		<b>157.50</b>		
<b>FYTD for INTERNATIONAL CALCULATOR &amp; COMPUTER</b>		<b>157.50</b>		
<b>IRON MOUNTAIN OFF-SITE DATA PROTECTION</b>				
5/28/2009	195218	1,114.20		
			MAY'09 OFFSITE STORAGE	1,114.20
<b>Vendor Total</b>		<b>1,114.20</b>		
<b>FYTD for IRON MOUNTAIN OFF-SITE DATA PROTECTION</b>		<b>12,891.37</b>		
<b>ISS SWEEPING, INC.</b>				
5/7/2009	194763	2,503.50		
			APR'09 STREET SWEEPING	1,783.50
			APR'09 STREET SWEEPING	720.00
<b>Vendor Total</b>		<b>2,503.50</b>		
<b>FYTD for ISS SWEEPING, INC.</b>		<b>27,120.02</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>JEHOVAH'S WITNESSES CONGREGATION</b>				
5/7/2009	194764	750.00		
			DEP RFND:4/9/09 @C&RC	750.00
<b>Vendor Total</b>		<b>750.00</b>		
<b>FYTD for JEHOVAH'S WITNESSES CONGREGATION</b>		<b>750.00</b>		
<b>JOE A. GONSALVES &amp; SON</b>				
5/14/2009	194911	3,150.00		
			MAY'09 LEGIS. REPRES.	3,150.00
<b>Vendor Total</b>		<b>3,150.00</b>		
<b>FYTD for JOE A. GONSALVES &amp; SON</b>		<b>34,650.00</b>		
<b>JOHNSON, ANGELESE G.</b>				
5/21/2009	195047	100.00		
			RFND-ADMIN. CITATION	100.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for JOHNSON, ANGELESE G.</b>		<b>100.00</b>		
<b>JOHNSON, DELIA</b>				
5/14/2009	194912	90.00		
			AEROBICS-5 PARTICIPANTS	90.00
5/28/2009	195219	54.00		
			AEROBICS-3 PARTICIPANTS	54.00
<b>Vendor Total</b>		<b>144.00</b>		
<b>FYTD for JOHNSON, DELIA</b>		<b>378.00</b>		
<b>JONES III, JOSEPH</b>				
5/7/2009	194765	99.55		
			MILEAGE REIMBURSEMENT	44.00
			MILEAGE REIMBURSEMENT	55.55
<b>Vendor Total</b>		<b>99.55</b>		
<b>FYTD for JONES III, JOSEPH</b>		<b>549.46</b>		
<b>JONES, KEYNEICA</b>				
5/7/2009	194766	166.00		
			TRAVEL EXP.-HPRP TRAINING	128.00
			TRAVEL EXP.-HPRP TRAINING	38.00
<b>Vendor Total</b>		<b>166.00</b>		
<b>FYTD for JONES, KEYNEICA</b>		<b>166.00</b>		
<b>JONES, SUSAN</b>				
5/28/2009	195220	318.73		
			JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for JONES, SUSAN</b>		<b>3,374.76</b>		



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<b>JTB SUPPLY CO., INC.</b>				
5/14/2009	194913	11,380.69	MISC. TRAFFIC SGNL PARTS	11,380.69
<b>Vendor Total</b>		<b>11,380.69</b>		
<b>FYTD for JTB SUPPLY CO., INC.</b>		<b>259,350.42</b>		
<b>KANE, BALLMER &amp; BERKMAN</b>				
5/28/2009	195221	80.00	APR'09 LGL SRVCS>HOUSING	80.00
<b>Vendor Total</b>		<b>80.00</b>		
<b>FYTD for KANE, BALLMER &amp; BERKMAN</b>		<b>6,973.94</b>		
<b>KERSEY, BRIAN/ASLEY</b>				
5/28/2009	195222	95.00	RFND-RABIES/SPAY/NEUTER DEP	20.00
			RFND-RABIES/SPAY/NEUTER DEP	75.00
<b>Vendor Total</b>		<b>95.00</b>		
<b>FYTD for KERSEY, BRIAN/ASLEY</b>		<b>95.00</b>		
<b>KHANG, THAI HUA</b>				
5/28/2009	195223	200.00	RFND-ADMIN. CITATION	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for KHANG, THAI HUA</b>		<b>200.00</b>		
<b>KIL, CAROLINE</b>				
5/21/2009	195049	150.00	JUDGING SRVCS>4/13 & 5/3	150.00
<b>Vendor Total</b>		<b>150.00</b>		
<b>FYTD for KIL, CAROLINE</b>		<b>150.00</b>		
<b>KING, PATRICIA A.</b>				
5/28/2009	195224	318.73	JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for KING, PATRICIA A.</b>		<b>3,374.76</b>		
<b>KOLLAR, KYLE</b>				
5/7/2009	194767	256.00	PER DIEM-ICSC RECON CONVENTION	256.00
<b>Vendor Total</b>		<b>256.00</b>		
<b>FYTD for KOLLAR, KYLE</b>		<b>5,458.53</b>		



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<b>LAFATA, JOSEPHINE</b>				
5/28/2009	195225	21.45	MILEAGE REIMBURSEMENT	21.45
<b>Vendor Total</b>		<b>21.45</b>		
<b>FYTD for LAFATA, JOSEPHINE</b>		<b>21.45</b>		
<b>LANG, TRACEY</b>				
5/21/2009	195050	152.00	4 DAYS-INSTRUCT. SRVCS	152.00
<b>Vendor Total</b>		<b>152.00</b>		
<b>FYTD for LANG, TRACEY</b>		<b>760.00</b>		
<b>LAW ENFORCEMENT APPRECIATION COMMITTEE</b>				
5/21/2009	195051	50.00	ATTND: BONNIE FLICKINGER	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for LAW ENFORCEMENT APPRECIATION COMMITTEE</b>		<b>50.00</b>		
<b>LEWIS, CAROLYN S.</b>				
5/28/2009	195226	315.49	JUNE'09 RETIREE MED BENEFIT	315.49
<b>Vendor Total</b>		<b>315.49</b>		
<b>FYTD for LEWIS, CAROLYN S.</b>		<b>315.49</b>		
<b>LEWIS, GERALDINE</b>				
5/14/2009	194914	50.00	RFND-TRAP DEPOSIT	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for LEWIS, GERALDINE</b>		<b>50.00</b>		
<b>LEXISNEXIS</b>				
5/21/2009	195052	1,559.00	APR'09 ONLINE LGL RSRCH	1,270.14
			APR'09 ONLINE LGL RSRCH	288.86
<b>Vendor Total</b>		<b>1,559.00</b>		
<b>FYTD for LEXISNEXIS</b>		<b>18,095.00</b>		
<b>LIVE EVENT TECHNOLOGY</b>				
5/14/2009	194915	195.00	REPAIR OF VIDEO MONITOR	195.00
<b>Vendor Total</b>		<b>195.00</b>		
<b>FYTD for LIVE EVENT TECHNOLOGY</b>		<b>1,795.00</b>		



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<b>LLAMAS, CESAR/SUSANA</b>				
5/21/2009	195054	31.00		
			RFND-LICENSE FEE	31.00
<b>Vendor Total</b>		<b>31.00</b>		
<b>FYTD for LLAMAS, CESAR/SUSANA</b>		<b>31.00</b>		
<b>LOGAN, CHARLES</b>				
5/28/2009	195229	248.11		
			JUNE'09 RETIREE MED BENEFIT	248.11
<b>Vendor Total</b>		<b>248.11</b>		
<b>FYTD for LOGAN, CHARLES</b>		<b>3,304.14</b>		
<b>LOR GEOTECHNICAL GROUP, INC.</b>				
5/7/2009	194769	6,374.00		
			SUNNYMD BLVD REVIT. PROJ SVCS.	3,316.00
			SUNNYMD BLVD REVIT. PROJ SVCS.	3,058.00
<b>Vendor Total</b>		<b>6,374.00</b>		
<b>FYTD for LOR GEOTECHNICAL GROUP, INC.</b>		<b>157,942.50</b>		
<b>LOS ANGELES COUNTY AUDITOR CONTROLLER</b>				
5/28/2009	195230	464.00		
			GSR KITS	464.00
<b>Vendor Total</b>		<b>464.00</b>		
<b>FYTD for LOS ANGELES COUNTY AUDITOR CONTROLLER</b>		<b>464.00</b>		
<b>LUMLEY, ROBERT C.</b>				
5/28/2009	195231	318.73		
			JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for LUMLEY, ROBERT C.</b>		<b>318.73</b>		
<b>LUTHERAN SOCIAL SERVICES OF SO. CALI F.</b>				
5/7/2009	194770	4,998.00		
			REIMBURSE EXP. -CDBG	2,499.00
			REIMBURSE EXP. -CDBG	2,499.00
<b>Vendor Total</b>		<b>4,998.00</b>		
<b>FYTD for LUTHERAN SOCIAL SERVICES OF SO. CALI F.</b>		<b>4,998.00</b>		
<b>M &amp; J QUEZADA'S CLEANING SERVICES</b>				
5/14/2009	194916	26.43		
			RFND-BUS. LIC. OVRPMT	26.43
<b>Vendor Total</b>		<b>26.43</b>		
<b>FYTD for M &amp; J QUEZADA'S CLEANING SERVICES</b>		<b>59.44</b>		



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<b>M S L ELECTRIC, INC</b>				
5/28/2009	195232	45.50		
			RFND-BUS. LIC. OVRPMT	45.50
<b>Vendor Total</b>		<b>45.50</b>		
<b>FYTD for M S L ELECTRIC, INC</b>		<b>45.50</b>		
<b>MADISON-FAIRRER, MARGO</b>				
5/21/2009	195055	570.00		
			15 DAYS-INSTRUCT. SRVCS	570.00
<b>Vendor Total</b>		<b>570.00</b>		
<b>FYTD for MADISON-FAIRRER, MARGO</b>		<b>5,244.00</b>		
<b>MARB / MARCH AIR RESERVE BASE</b>				
5/28/2009	195233	50.00		
			RFND-TRAP DEPOSIT	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for MARB / MARCH AIR RESERVE BASE</b>		<b>50.00</b>		
<b>MARTIAL ARTS INTERNATIONAL, USKO</b>				
5/7/2009	194771	56.00		
			BOXING-1 PARTICIPANT	56.00
5/28/2009	195234	56.00		
			BOXING-1 PARTICIPANT	56.00
<b>Vendor Total</b>		<b>112.00</b>		
<b>FYTD for MARTIAL ARTS INTERNATIONAL, USKO</b>		<b>1,603.20</b>		
<b>MATHIS, NOLAN</b>				
5/28/2009	195235	288.60		
			APR'09 RETIREE MED BENEFIT	288.60
<b>Vendor Total</b>		<b>288.60</b>		
<b>FYTD for MATHIS, NOLAN</b>		<b>3,104.24</b>		
<b>MATICH CORPORATION</b>				
5/21/2009	195056	5,914.60		
			ASPHALTIC MATERIAL-PROM PROJ.	310.01
			ASPHALTIC MATERIAL-PROM PROJ.	1,127.28
			ASPHALTIC MATERIAL-PROM PROJ.	2,472.83
			ASPHALTIC MATERIAL-PROM PROJ.	501.12
			ASPHALTIC MATERIAL-PROM PROJ.	501.12
			ASPHALTIC MATERIAL-PROM PROJ.	501.12
			ASPHALTIC MATERIAL-PROM PROJ.	501.12
<b>Vendor Total</b>		<b>5,914.60</b>		
<b>FYTD for MATICH CORPORATION</b>		<b>81,420.37</b>		





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<b>MAYER HOFFMAN MCCANN P.C.</b>				
5/7/2009	194773	190.00		
			ATND:C FORTUNE/D GONZALES	190.00
5/14/2009	194917	21,110.00		
			CITY AUDITS > 6/30/08	4,399.00
			CITY AUDITS > 6/30/08	4,577.00
			SINGLE AUDITS> 6/30/08	2,350.00
			CITY AUDITS > 6/30/08	1,136.00
			SINGLE AUDITS> 6/30/08	637.00
			CSD AUDIT SRVCS >6/30/08	4,774.00
			RDA AUDIT SRVCS> 6/30/08	1,630.00
			RDA AUDIT SRVCS> 6/30/08	528.00
			RDA AUDIT SRVCS> 6/30/08	815.00
			RDA AUDIT SRVCS> 6/30/08	264.00
	<b>Vendor Total</b>	<b>21,300.00</b>		
<b>FYTD for MAYER HOFFMAN MCCANN P.C.</b>		<b>68,570.00</b>		
<b>MCALLISTER, GERALD</b>				
5/21/2009	195057	51.16		
			MANAGING MULT PRIOR, PROJ TRNG	51.16
	<b>Vendor Total</b>	<b>51.16</b>		
<b>FYTD for MCALLISTER, GERALD</b>		<b>901.63</b>		
<b>MCCARTHY &amp; BERLIN, LLP</b>				
5/28/2009	195236	7,382.51		
			APR'09 LGL SRVCS	7,382.51
	<b>Vendor Total</b>	<b>7,382.51</b>		
<b>FYTD for MCCARTHY &amp; BERLIN, LLP</b>		<b>41,632.32</b>		
<b>MCDONALD PARTNERS, INC.</b>				
5/28/2009	195237	2,851.25		
			ADVISORY SRVCS	2,851.25
	<b>Vendor Total</b>	<b>2,851.25</b>		
<b>FYTD for MCDONALD PARTNERS, INC.</b>		<b>23,887.44</b>		
<b>MCDONOUGH, HOLLAND &amp; ALLEN</b>				
5/28/2009	195238	642.20		
			OCT'08 LGL SRVCS>GENERAL	460.20
			DEC'08 LGL SRVCS>GENERAL	182.00
	<b>Vendor Total</b>	<b>642.20</b>		
<b>FYTD for MCDONOUGH, HOLLAND &amp; ALLEN</b>		<b>3,996.06</b>		
<b>MCI</b>				
5/21/2009	195058	681.96		
			JUN'09 INTERNET SRVC	681.96
	<b>Vendor Total</b>	<b>681.96</b>		
<b>FYTD for MCI</b>		<b>13,393.78</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MCI WORLDCOM</b>				
5/14/2009	194918	1,073.63		
			DATA SERVICES	1,073.63
<b>Vendor Total</b>		<b>1,073.63</b>		
<b>FYTD for MCI WORLDCOM</b>		<b>2,607.50</b>		
<b>MELAD &amp; ASSOCIATES</b>				
5/14/2009	194919	4,992.69		
			PLAN CHECK SERVICES	4,992.69
<b>Vendor Total</b>		<b>4,992.69</b>		
<b>FYTD for MELAD &amp; ASSOCIATES</b>		<b>44,526.03</b>		
<b>MENGISTU, YESHIALEM</b>				
5/14/2009	194920	141.35		
			MILEAGE REIMBURSEMENT	141.35
<b>Vendor Total</b>		<b>141.35</b>		
<b>FYTD for MENGISTU, YESHIALEM</b>		<b>1,073.42</b>		
<b>MESSIN, LOUIS</b>				
5/28/2009	195239	318.73		
			JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for MESSIN, LOUIS</b>		<b>3,374.76</b>		
<b>MEYERS, ROBERT</b>				
5/28/2009	195240	315.00		
			DRAWING-11 PARTICIPANTS	231.00
			PHOTO-4 PARTICIPANTS	84.00
<b>Vendor Total</b>		<b>315.00</b>		
<b>FYTD for MEYERS, ROBERT</b>		<b>1,470.00</b>		
<b>MGT OF AMERICA, INC.</b>				
5/28/2009	195241	3,000.00		
			SB 90 MANDATED COST CLM>4TH QT	3,000.00
<b>Vendor Total</b>		<b>3,000.00</b>		
<b>FYTD for MGT OF AMERICA, INC.</b>		<b>12,000.00</b>		
<b>MICON CONSTRUCTION, INC.</b>				
5/21/2009	195059	12,262.00		
			VORTEX DEBRIS TRAP	12,262.00
<b>Vendor Total</b>		<b>12,262.00</b>		
<b>FYTD for MICON CONSTRUCTION, INC.</b>		<b>12,262.00</b>		



# City of Moreno Valley

## Check Register

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MIERKE, JOSEPH</b>				
5/14/2009	194921	20.00		
			RFND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for MIERKE, JOSEPH</b>		<b>20.00</b>		
<b>MILES, ROBERT</b>				
5/28/2009	195242	240.44		
			JUNE'09 RETIREE MED BENEFIT	240.44
<b>Vendor Total</b>		<b>240.44</b>		
<b>FYTD for MILES, ROBERT</b>		<b>3,520.09</b>		
<b>MIRACLE RECREATION EQUIPMENT</b>				
5/7/2009	194774	13,095.27		
			DEBRIS TRAP	11,443.93
			SHIPPING	650.00
			SALES TAX	1,001.34
<b>Vendor Total</b>		<b>13,095.27</b>		
<b>FYTD for MIRACLE RECREATION EQUIPMENT</b>		<b>29,221.80</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MISSION LINEN SUPPLY, INC.</b>				
5/14/2009	194924	1,515.85		
			UNIFORM SUPPLY/LAUNDERING SVCS	18.52
			UNIFORM SUPPLY/LAUNDERING SVCS	18.52
			UNIFORM SUPPLY/LAUNDERING SVCS	18.52
			UNIFORM SUPPLY/LAUNDERING SVCS	18.52
			UNIFORM SUPPLY/LAUNDERING SVCS	57.70
			UNIFORM SUPPLY/LAUNDERING SVCS	57.09
			UNIFORM SUPPLY/LAUNDERING SVCS	57.09
			UNIFORM SUPPLY/LAUNDERING SVCS	5.27
			UNIFORM SUPPLY/LAUNDERING SVCS	51.82
			UNIFORM SUPPLY/LAUNDERING SVCS	14.69
			UNIFORM SUPPLY/LAUNDERING SVCS	14.09
			UNIFORM SUPPLY/LAUNDERING SVCS	14.49
			UNIFORM SUPPLY/LAUNDERING SVCS	9.13
			UNIFORM SUPPLY/LAUNDERING SVCS	4.96
			UNIFORM SUPPLY/LAUNDERING SVCS	31.51
			UNIFORM SUPPLY/LAUNDERING SVCS	31.51
			UNIFORM SUPPLY/LAUNDERING SVCS	31.51
			UNIFORM SUPPLY/LAUNDERING SVCS	31.51
			UNIFORM SUPPLY/LAUNDERING SVCS	8.99
			UNIFORM SUPPLY/LAUNDERING SVCS	8.99
			UNIFORM SUPPLY/LAUNDERING SVCS	8.99
			UNIFORM SUPPLY/LAUNDERING SVCS	8.99
			UNIFORM SUPPLY/LAUNDERING SVCS	13.48
			UNIFORM SUPPLY/LAUNDERING SVCS	13.48
			UNIFORM SUPPLY/LAUNDERING SVCS	13.48
			UNIFORM SUPPLY/LAUNDERING SVCS	13.48
			UNIFORM SUPPLY/LAUNDERING SVCS	17.98
			UNIFORM SUPPLY/LAUNDERING SVCS	17.98
			UNIFORM SUPPLY/LAUNDERING SVCS	17.98
			UNIFORM SUPPLY/LAUNDERING SVCS	17.98
			UNIFORM SUPPLY/LAUNDERING SVCS	4.08
			UNIFORM SUPPLY/LAUNDERING SVCS	4.08
			UNIFORM SUPPLY/LAUNDERING SVCS	4.08
			UNIFORM SUPPLY/LAUNDERING SVCS	4.08
			UNIFORM SUPPLY/LAUNDERING SVCS	31.05
			UNIFORM SUPPLY/LAUNDERING SVCS	15.22
			UNIFORM SUPPLY/LAUNDERING SVCS	46.07
			UNIFORM SUPPLY/LAUNDERING SVCS	46.07
			UNIFORM SUPPLY/LAUNDERING SVCS	49.51
			UNIFORM SUPPLY/LAUNDERING SVCS	91.53
			UNIFORM SUPPLY/LAUNDERING SVCS	91.33
			UNIFORM SUPPLY/LAUNDERING SVCS	91.33
			UNIFORM SUPPLY/LAUNDERING SVCS	87.90
			UNIFORM SUPPLY/LAUNDERING SVCS	14.65
			UNIFORM SUPPLY/LAUNDERING SVCS	14.65
			UNIFORM SUPPLY/LAUNDERING SVCS	14.65
			UNIFORM SUPPLY/LAUNDERING SVCS	14.65
			UNIFORM SUPPLY/LAUNDERING SVCS	8.99
			UNIFORM SUPPLY/LAUNDERING SVCS	8.99
			UNIFORM SUPPLY/LAUNDERING SVCS	8.99
			UNIFORM SUPPLY/LAUNDERING SVCS	8.99
			UNIFORM SUPPLY/LAUNDERING SVCS	10.25
			UNIFORM SUPPLY/LAUNDERING SVCS	10.25



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			UNIFORM SUPPLY/LAUNDERING SVCS	10.25
			UNIFORM SUPPLY/LAUNDERING SVCS	10.25
			UNIFORM SUPPLY/LAUNDERING SVCS	40.22
			UNIFORM SUPPLY/LAUNDERING SVCS	40.22
			UNIFORM SUPPLY/LAUNDERING SVCS	45.05
			UNIFORM SUPPLY/LAUNDERING SVCS	40.22
<b>Vendor Total</b>		<b>1,515.85</b>		
<b>FYTD for MISSION LINEN SUPPLY, INC.</b>		<b>20,322.41</b>		
<b>MITCHELL 1</b>				
5/14/2009	194925	1,303.91		
			MANAGER PLUS SUBS. DISK	1,199.00
			MANAGER PLUS -SALES TAX	104.91
<b>Vendor Total</b>		<b>1,303.91</b>		
<b>FYTD for MITCHELL 1</b>		<b>3,707.26</b>		
<b>MOELLER, DONNA M.</b>				
5/7/2009	194775	168.76		
			REIMBURSE COSTS INCURRED	168.76
<b>Vendor Total</b>		<b>168.76</b>		
<b>FYTD for MOELLER, DONNA M.</b>		<b>695.57</b>		
<b>MOLLICA, MIKE</b>				
5/28/2009	195243	401.42		
			JUNE'09 RETIREE MED BENEFIT	401.42
<b>Vendor Total</b>		<b>401.42</b>		
<b>FYTD for MOLLICA, MIKE</b>		<b>4,817.04</b>		
<b>MONDACA, CARLOS</b>				
5/14/2009	194926	90.00		
			RFND-FALSE ALRM OVRPMT	90.00
<b>Vendor Total</b>		<b>90.00</b>		
<b>FYTD for MONDACA, CARLOS</b>		<b>90.00</b>		
<b>MONTANO, SWEET</b>				
5/7/2009	194776	200.00		
			DEP RFND:4/18 (ZARIA GUZMAN)	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for MONTANO, SWEET</b>		<b>200.00</b>		
<b>MORELAND TEMPORARY SERVICES</b>				
5/7/2009	194777	4,305.00		
			TEMP SRVC:GILES (W/E 3/27)	4,305.00
<b>Vendor Total</b>		<b>4,305.00</b>		
<b>FYTD for MORELAND TEMPORARY SERVICES</b>		<b>57,225.00</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2009 through 5/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MORENO VALLEY CHAMBER OF COMMERCE</b>				
5/7/2009	194778	25.00	ATTND:MAYOR R. STEWART	25.00
5/7/2009	194779	105.00	4/17/09 WAKE-UP MTG-7 ATTND	15.00
			4/17/09 WAKE-UP MTG-7 ATTND	15.00
			4/17/09 WAKE-UP MTG-7 ATTND	15.00
			4/17/09 WAKE-UP MTG-7 ATTND	15.00
			4/17/09 WAKE-UP MTG-7 ATTND	15.00
			4/17/09 WAKE-UP MTG-7 ATTND	15.00
			4/17/09 WAKE-UP MTG-7 ATTND	15.00
5/28/2009	195244	120.00	MAY 15 "WAKE-UP" MTG-8 ATTND	15.00
			MAY 15 "WAKE-UP" MTG-8 ATTND	15.00
			MAY 15 "WAKE-UP" MTG-8 ATTND	15.00
			MAY 15 "WAKE-UP" MTG-8 ATTND	15.00
			MAY 15 "WAKE-UP" MTG-8 ATTND	15.00
			MAY 15 "WAKE-UP" MTG-8 ATTND	15.00
			MAY 15 "WAKE-UP" MTG-8 ATTND	15.00
			MAY 15 "WAKE-UP" MTG-8 ATTND	15.00
<b>Vendor Total</b>		<b>250.00</b>		
<b>FYTD for MORENO VALLEY CHAMBER OF COMMERCE</b>		<b>31,140.00</b>		
<b>MORENO VALLEY CITY EMPLOYEES ASSOC.</b>				
5/8/2009	2401	1,754.00	EMPLOYEE DUES MVCEA 5/8/09	1,754.00
5/22/2009	2411	1,737.00	EMPLOYEE DUES MVCEA 5/22/09	1,737.00
<b>Vendor Total</b>		<b>3,491.00</b>		
<b>FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.</b>		<b>44,008.49</b>		
<b>MORENO VALLEY GATEWAY, LLC</b>				
5/21/2009	195060	21,093.43	JUN'09 RENT-FACILITIES ANNEX	2,004.00
			JUN'09 CAM-FACILITIES ANNEX	454.97
			JUN'09 RENT-TECH SRVC ANNEX	4,502.40
			JUN'09 CAM-TECH SRVC ANNEX	973.50
			JUN'09 RENT-SPCL DIST	13,158.56
<b>Vendor Total</b>		<b>21,093.43</b>		
<b>FYTD for MORENO VALLEY GATEWAY, LLC</b>		<b>226,996.23</b>		
<b>MORENO VALLEY HISPANIC CHAMBER OF COMMER</b>				
5/21/2009	195061	200.00	RFND-MBL STG UNIT DEPOSIT	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for MORENO VALLEY HISPANIC CHAMBER OF COMMER</b>		<b>6,960.00</b>		



# City of Moreno Valley

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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MORENO VALLEY PONTIAC/GMC/BUICK</b>				
5/28/2009	195245	8,553.01	REIMB-SPECIAL TAX	8,553.01
<b>Vendor Total</b>		<b>8,553.01</b>		
<b>FYTD for MORENO VALLEY PONTIAC/GMC/BUICK</b>		<b>144,785.89</b>		
<b>MORENO VALLEY UNIFIED SCHOOL DISTRICT</b>				
5/21/2009	195062	14,880.00	TRANSP. FOR ASES>6/12/09	14,880.00
5/21/2009	195063	342.00	CUSTODIAL SRVCS>5/30/09	342.00
5/21/2009	195064	60.00	TRANSP. FOR ASES ON 12/9/08	60.00
5/28/2009	195246	306.18	TRANSLATION SRVCS>MORTON	306.18
5/28/2009	195247	207.39	TRANSLATION SRVCS>MURAGA	207.39
<b>Vendor Total</b>		<b>15,795.57</b>		
<b>FYTD for MORENO VALLEY UNIFIED SCHOOL DISTRICT</b>		<b>27,023.57</b>		
<b>MORENO, ODILVA</b>				
5/28/2009	195248	200.00	DEP RFND:5/17 @TWNGTE	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for MORENO, ODILVA</b>		<b>200.00</b>		
<b>MR. CLEAN, INC.</b>				
5/7/2009	194780	553.00	PRESSURE WASHING SRVC	553.00
5/14/2009	194927	6,445.52	GYM RESURFACING SRVCS	6,445.52
<b>Vendor Total</b>		<b>6,998.52</b>		
<b>FYTD for MR. CLEAN, INC.</b>		<b>11,718.12</b>		
<b>MUNITEMPS</b>				
5/7/2009	194781	1,772.77	TEMP SRVC: A MUNOZ>3/29/09	926.68
			TEMP SRVC: C MEDINA>3/29/09	846.09
<b>Vendor Total</b>		<b>1,772.77</b>		
<b>FYTD for MUNITEMPS</b>		<b>18,039.52</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>MYERS, ANA MARIA</b>				
5/21/2009	195066	75.00		
			CPR INSTRUCTOR PAYMENT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for MYERS, ANA MARIA</b>		<b>600.00</b>		
<b>NARA, LOWELON</b>				
5/21/2009	195067	71.50		
			MILEAGE REIMBURSEMENT	71.50
<b>Vendor Total</b>		<b>71.50</b>		
<b>FYTD for NARA, LOWELON</b>		<b>826.85</b>		
<b>NATHANIEL BROWN</b>				
5/21/2009	195068	100.00		
			JUDGING SRVC>5/3/09	100.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for NATHANIEL BROWN</b>		<b>100.00</b>		
<b>NATIONWIDE RETIREMENT SOLUTIONS</b>				
5/8/2009	2399	11,331.42		
			PST DEF COMP FOR FICA 5/8/09	11,331.42
5/22/2009	2409	11,134.82		
			PST DEF COMP FOR FICA 5/22/09	11,134.82
<b>Vendor Total</b>		<b>22,466.24</b>		
<b>FYTD for NATIONWIDE RETIREMENT SOLUTIONS</b>		<b>1,063,377.25</b>		
<b>NELSON PAVING</b>				
5/28/2009	195252	7,977.24		
			SPEED HUMP INSTALL-KINROSS LN	7,977.24
<b>Vendor Total</b>		<b>7,977.24</b>		
<b>FYTD for NELSON PAVING</b>		<b>56,266.88</b>		
<b>NELSON, ROBERT</b>				
5/28/2009	195253	303.60		
			JUNE'09 RETIREE MED BENEFIT	303.60
<b>Vendor Total</b>		<b>303.60</b>		
<b>FYTD for NELSON, ROBERT</b>		<b>4,719.22</b>		
<b>NEUSTAEDTER, CRAIG S</b>				
5/28/2009	195254	318.73		
			JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for NEUSTAEDTER, CRAIG S</b>		<b>3,374.76</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>NEW HORIZON MOBILE HOME PARK</b>				
5/14/2009	194928	7.07		
			RFND UT USER TAXES-EXMPT RESID	7.07
<b>Vendor Total</b>		<b>7.07</b>		
<b>FYTD for NEW HORIZON MOBILE HOME PARK</b>		<b>112.56</b>		
<b>NEXUS INTEGRATION SERVICES</b>				
5/14/2009	194929	47.41		
			RFND-BUS. LIC. OVRPMT	47.41
<b>Vendor Total</b>		<b>47.41</b>		
<b>FYTD for NEXUS INTEGRATION SERVICES</b>		<b>47.41</b>		
<b>NGUYEN, QUANG</b>				
5/14/2009	194930	172.59		
			MILEAGE REIMBURSEMENT	172.59
<b>Vendor Total</b>		<b>172.59</b>		
<b>FYTD for NGUYEN, QUANG</b>		<b>838.41</b>		
<b>NIEBURGER, JUDITH A.</b>				
5/28/2009	195255	401.42		
			JUNE'09 RETIREE MED BENEFIT	401.42
<b>Vendor Total</b>		<b>401.42</b>		
<b>FYTD for NIEBURGER, JUDITH A.</b>		<b>4,817.04</b>		
<b>NINA CARR SALON</b>				
5/28/2009	195256	142.40		
			RFND-PERMIT FEE>80%	142.40
<b>Vendor Total</b>		<b>142.40</b>		
<b>FYTD for NINA CARR SALON</b>		<b>142.40</b>		
<b>NOBEL SYSTEMS</b>				
5/28/2009	195257	11,230.00		
			ARCGIS SERVER IMPLEMENTATION	11,230.00
<b>Vendor Total</b>		<b>11,230.00</b>		
<b>FYTD for NOBEL SYSTEMS</b>		<b>31,230.00</b>		
<b>NORRIS-REPKE, INC.</b>				
5/14/2009	194931	16,704.00		
			PROF STAFFING SVCS-VARIOUS PRJ	16,704.00
<b>Vendor Total</b>		<b>16,704.00</b>		
<b>FYTD for NORRIS-REPKE, INC.</b>		<b>714,261.50</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>NUKAYA, ANNE MARIE</b>				
5/28/2009	195259	20.00		
			RFND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for NUKAYA, ANNE MARIE</b>		<b>20.00</b>		
<b>OCB REPROGRAPHICS</b>				
5/14/2009	194932	1,385.68		
			REPROGRPHC SRVC-PERRIS BL	1,385.68
5/21/2009	195069	24.89		
			REPROGRAPHIC SRVC	24.89
<b>Vendor Total</b>		<b>1,410.57</b>		
<b>FYTD for OCB REPROGRAPHICS</b>		<b>60,949.15</b>		
<b>OLIVE CREST TREATMENT CENTER, INC.</b>				
5/7/2009	194782	2,496.00		
			EXPNS REIMBRS.-CDBG	2,496.00
<b>Vendor Total</b>		<b>2,496.00</b>		
<b>FYTD for OLIVE CREST TREATMENT CENTER, INC.</b>		<b>2,553.00</b>		
<b>OPERATION SAFEHOUSE, INC.</b>				
5/7/2009	194783	2,000.00		
			EXPNS REIMBRS.-CDBG	1,333.32
			EXPNS REIMBRS.-CDBG	666.68
<b>Vendor Total</b>		<b>2,000.00</b>		
<b>FYTD for OPERATION SAFEHOUSE, INC.</b>		<b>6,869.21</b>		
<b>ORTEGA, JOSE</b>				
5/28/2009	195260	20.00		
			RFND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for ORTEGA, JOSE</b>		<b>20.00</b>		
<b>ORTIZ ROOFING</b>				
5/7/2009	194784	79.89		
			RFND-PARTIAL PERMIT FEE	79.89
<b>Vendor Total</b>		<b>79.89</b>		
<b>FYTD for ORTIZ ROOFING</b>		<b>79.89</b>		
<b>ORTIZ, CORRINA A.</b>				
5/21/2009	195070	76.00		
			2 DAYS-INSTRUCT. SRVCS	76.00
<b>Vendor Total</b>		<b>76.00</b>		
<b>FYTD for ORTIZ, CORRINA A.</b>		<b>912.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>OTTO COMMUNICATIONS</b>				
5/21/2009	195071	4,881.29		
			EARPHONE KIT	4,621.79
			QUICK DISCONNECT	250.78
			EARTIPS	76.99
			USE TAX ACCRUAL	-68.27
<b>Vendor Total</b>		<b>4,881.29</b>		
<b>FYTD for OTTO COMMUNICATIONS</b>		<b>4,881.29</b>		
<b>OVERLAND PACIFIC &amp; CUTLER, INC.</b>				
5/7/2009	194785	158.75		
			ALESSANDRO & DAY ST REDEV. SVC	158.75
5/14/2009	194933	1,169.00		
			ALESSANDRO & DAY ST REDEV SVCS	384.50
			ALESSANDRO & DAY ST REDEV SVCS	784.50
5/21/2009	195072	6,510.00		
			RIGHT OF WAY SVCS-VARIOUS PROJ	6,510.00
5/28/2009	195261	4,384.00		
			SR-60/NASON INTERCHG PROJ SVCS	1,279.00
			SR-60/NASON INTERCHG PROJ SVCS	3,105.00
<b>Vendor Total</b>		<b>12,221.75</b>		
<b>FYTD for OVERLAND PACIFIC &amp; CUTLER, INC.</b>		<b>233,146.75</b>		
<b>PACIFIC GREEN HORTICULTURAL SVC</b>				
5/7/2009	194786	1,081.00		
			PESTICIDE TRTMNT-OAK TREES	393.09
			PESTICIDE TRTMNT-OAK TREES	687.91
5/14/2009	194934	1,635.65		
			APR'09 FERTILIZATION>E-1	217.01
			APR'09 FERTILIZATION>E-7	80.57
			APR'09 FERTILIZATION>E-3	471.08
			APR'09 FERTILIZATION>E-4	866.99
5/28/2009	195262	185.00		
			BUG SPAYING ON SHRUBS	185.00
<b>Vendor Total</b>		<b>2,901.65</b>		
<b>FYTD for PACIFIC GREEN HORTICULTURAL SVC</b>		<b>25,341.25</b>		
<b>PACIFIC SAFETY COUNCIL</b>				
5/21/2009	195073	1,755.00		
			4/27/09 TRAINING	1,755.00
<b>Vendor Total</b>		<b>1,755.00</b>		
<b>FYTD for PACIFIC SAFETY COUNCIL</b>		<b>3,744.97</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PAINTING BY ZEB BODE</b>				
5/7/2009	194787	1,400.00		
			HALLWAY PAINTING-CRC	1,400.00
<b>Vendor Total</b>		<b>1,400.00</b>		
<b>FYTD for PAINTING BY ZEB BODE</b>		<b>27,350.00</b>		
<b>PARTS PLUS OF MORENO VALLEY, INC.</b>				
5/7/2009	194788	56.77		
			CIRCUIT BREAKER-M&O	56.77
5/21/2009	195075	853.54		
			MISC. PARTS	38.18
			MISC. PARTS	69.51
			MISC. PARTS	92.07
			MISC. PARTS	12.53
			MISC. PARTS	68.32
			MISC. PARTS	25.48
			MISC. PARTS	2.11
			MISC. PARTS	158.56
			MISC. PARTS	77.42
			MISC. PARTS	17.55
			MISC. PARTS	45.95
			MISC. PARTS	70.04
			MISC. PARTS	11.49
			MISC. PARTS	80.81
			MISC. PARTS	11.18
			MISC. PARTS	9.57
			MISC. PARTS	48.72
			MISC. PARTS	14.05
<b>Vendor Total</b>		<b>910.31</b>		
<b>FYTD for PARTS PLUS OF MORENO VALLEY, INC.</b>		<b>8,606.61</b>		
<b>PATRICK, LARRY K.</b>				
5/7/2009	194789	89.00		
			RFND-PARTIAL PERMIT FEE	89.00
<b>Vendor Total</b>		<b>89.00</b>		
<b>FYTD for PATRICK, LARRY K.</b>		<b>89.00</b>		
<b>PENTON MEDIA, INC.</b>				
5/21/2009	195077	3,000.00		
			ADVRTSNG IN APR'09 ISSUE	3,000.00
5/28/2009	195263	3,000.00		
			MAY'09 ADVERTISING	3,000.00
<b>Vendor Total</b>		<b>6,000.00</b>		
<b>FYTD for PENTON MEDIA, INC.</b>		<b>9,000.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PERALTA, DIANA</b>				
5/28/2009	195264	300.00		
			RFND-RENTAL DEPOSIT	300.00
<b>Vendor Total</b>		<b>300.00</b>		
<b>FYTD for PERALTA, DIANA</b>		<b>300.00</b>		
<b>PEREZ, SERGIO</b>				
5/21/2009	195078	618.50		
			RFND-ADMIN. CITATION	618.50
<b>Vendor Total</b>		<b>618.50</b>		
<b>FYTD for PEREZ, SERGIO</b>		<b>618.50</b>		
<b>PERRIS VALLEY PRINTING CO.</b>				
5/7/2009	194791	1,169.06		
			PRNT/GRDN UPDATES-STARS	1,169.06
5/14/2009	194936	573.65		
			VEH PARKING WARNINGS-CODE	527.50
			VEH PARKING WARNINGS-CODE	46.15
5/28/2009	195266	89.00		
			PURCHASE ORDER PAPER	89.00
<b>Vendor Total</b>		<b>1,831.71</b>		
<b>FYTD for PERRIS VALLEY PRINTING CO.</b>		<b>11,291.85</b>		
<b>PERRY, NORMA</b>				
5/28/2009	195267	318.73		
			JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for PERRY, NORMA</b>		<b>3,598.38</b>		
<b>PERRY, YACI</b>				
5/14/2009	194937	20.00		
			RFND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for PERRY, YACI</b>		<b>95.00</b>		
<b>PERS LONG TERM CARE PROGRAM</b>				
5/14/2009	194938	715.80		
			LONG TERM CARE INSURANCE	715.80
5/28/2009	195268	715.80		
			LONG TERM CARE INSURANCE	715.80
<b>Vendor Total</b>		<b>1,431.60</b>		
<b>FYTD for PERS LONG TERM CARE PROGRAM</b>		<b>16,936.44</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PETTY CASH - FINANCE</b>				
5/14/2009	194940	777.56		
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	20.91
			PETTY CASH FUND REPLENISHMENT	15.34
			PETTY CASH FUND REPLENISHMENT	42.50
			PETTY CASH FUND REPLENISHMENT	3.00
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	2.00
			PETTY CASH FUND REPLENISHMENT	2.65
			PETTY CASH FUND REPLENISHMENT	2.25
			PETTY CASH FUND REPLENISHMENT	2.00
			PETTY CASH FUND REPLENISHMENT	3.00
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	40.96
			PETTY CASH FUND REPLENISHMENT	6.00
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	11.91
			PETTY CASH FUND REPLENISHMENT	11.91
			PETTY CASH FUND REPLENISHMENT	11.91
			PETTY CASH FUND REPLENISHMENT	11.91
			PETTY CASH FUND REPLENISHMENT	2.00
			PETTY CASH FUND REPLENISHMENT	93.50
			PETTY CASH FUND REPLENISHMENT	64.90
			PETTY CASH FUND REPLENISHMENT	36.95
			PETTY CASH FUND REPLENISHMENT	5.00
			PETTY CASH FUND REPLENISHMENT	43.89
			PETTY CASH FUND REPLENISHMENT	3.89
			PETTY CASH FUND REPLENISHMENT	70.00
			PETTY CASH FUND REPLENISHMENT	8.15
			PETTY CASH FUND REPLENISHMENT	58.03
	<b>Vendor Total</b>	<b>777.56</b>		
<b>FYTD for PETTY CASH - FINANCE</b>		<b>11,099.04</b>		
<b>PINGEL, ERIN VON</b>				
5/21/2009	195079	50.00		
			JUDGING SRVC>4/11/09	50.00
	<b>Vendor Total</b>	<b>50.00</b>		
<b>FYTD for PINGEL, ERIN VON</b>		<b>50.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PIP PRINTING</b>				
5/7/2009	194792	1,994.56	CSD ZN D MAIL BALLOTS	1,994.56
<b>Vendor Total</b>		<b>1,994.56</b>		
<b>FYTD for PIP PRINTING</b>		<b>4,614.39</b>		
<b>PLAY N TRADE</b>				
5/28/2009	195269	26.79	RFND-BUS. LIC. OVRPMT	26.79
<b>Vendor Total</b>		<b>26.79</b>		
<b>FYTD for PLAY N TRADE</b>		<b>26.79</b>		
<b>POIEMA LANDSCAPE, INC.</b>				
5/7/2009	194793	6,052.50	LNDSCP MAINT>E-12 REPLANTING PRKWYS>E-12	2,110.00 3,942.50
<b>Vendor Total</b>		<b>6,052.50</b>		
<b>FYTD for POIEMA LANDSCAPE, INC.</b>		<b>25,032.50</b>		
<b>POLLARD, MARK A.</b>				
5/21/2009	195080	150.00	JUDGING SRVCS>4/11 & 5/3	150.00
<b>Vendor Total</b>		<b>150.00</b>		
<b>FYTD for POLLARD, MARK A.</b>		<b>150.00</b>		
<b>POLLARD, ROCHELLE</b>				
5/14/2009	194941	55.00	REIMB-PROJECT MGMT TRNG.	55.00
<b>Vendor Total</b>		<b>55.00</b>		
<b>FYTD for POLLARD, ROCHELLE</b>		<b>549.34</b>		
<b>PREFERRED CONSTRUCTION SPECIALTIES, INC.</b>				
5/28/2009	195270	10.93	RFND-BUS. LIC. OVRPMT	10.93
<b>Vendor Total</b>		<b>10.93</b>		
<b>FYTD for PREFERRED CONSTRUCTION SPECIALTIES, INC.</b>		<b>10.93</b>		
<b>PRICE, GEORGE E.</b>				
5/28/2009	195271	318.73	JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for PRICE, GEORGE E.</b>		<b>3,475.58</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>PROTECTION ONE, INC.</b>				
5/21/2009	195081	40.00		
			MAY'09 SEC SRVC @MVTV-3 STUDIO	20.00
			MAY'09 SEC SRVC @MVTV-3 STUDIO	20.00
<b>Vendor Total</b>		<b>40.00</b>		
<b>FYTD for PROTECTION ONE, INC.</b>		<b>688.51</b>		
<b>PULLIAM, TRENT D.</b>				
5/28/2009	195272	318.73		
			JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for PULLIAM, TRENT D.</b>		<b>3,374.76</b>		
<b>QUALITY CODE PUBLISHING, LLC</b>				
5/14/2009	194943	1,422.74		
			SUPPLEMENT SERVICES	1,422.74
<b>Vendor Total</b>		<b>1,422.74</b>		
<b>FYTD for QUALITY CODE PUBLISHING, LLC</b>		<b>3,866.04</b>		
<b>QUINONEZ, CARMELA</b>				
5/28/2009	195273	18.40		
			RFND-BBALL CLINIC REGIST	2.00
			RFND-BBALL CLINIC REGIST	16.40
<b>Vendor Total</b>		<b>18.40</b>		
<b>FYTD for QUINONEZ, CARMELA</b>		<b>18.40</b>		
<b>R &amp; S OVERHEAD DOORS, INC.</b>				
5/21/2009	195082	1,016.75		
			GATE SRVC AT CITY YARD	225.75
			DOOR SRVC AT FS #6	791.00
<b>Vendor Total</b>		<b>1,016.75</b>		
<b>FYTD for R &amp; S OVERHEAD DOORS, INC.</b>		<b>22,456.00</b>		
<b>RALLY MANAGEMENT SERVICES, LLC</b>				
5/21/2009	195083	1,693.19		
			TEMP SRVCS>4/26/09 @ASES	1,693.19
5/28/2009	195274	3,233.03		
			TEMP SRVCS>5/3/09 STARS	2,929.00
			TEMP SRVCS>5/3/09 ANML SRVC	304.03
<b>Vendor Total</b>		<b>4,926.22</b>		
<b>FYTD for RALLY MANAGEMENT SERVICES, LLC</b>		<b>4,926.22</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>RAMTOX CORPORATION</b>				
5/14/2009	194944	425.81		
			RFND-PERMIT FEES	398.00
			RFND-PERMIT FEES	26.81
			RFND-PERMIT FEES	0.90
			RFND-PERMIT FEES	0.10
<b>Vendor Total</b>		<b>425.81</b>		
<b>FYTD for RAMTOX CORPORATION</b>		<b>425.81</b>		
<b>RAYA, JOEL</b>				
5/21/2009	195084	500.00		
			1ST PLACE AWARD-PAYBACK	500.00
<b>Vendor Total</b>		<b>500.00</b>		
<b>FYTD for RAYA, JOEL</b>		<b>500.00</b>		
<b>RCC-RIVERSIDE COMMUNITY COLLEGE DISTRICT</b>				
5/7/2009	194794	100.00		
			DEP RFND:3/6/09 @C&RC	100.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for RCC-RIVERSIDE COMMUNITY COLLEGE DISTRICT</b>		<b>200.00</b>		
<b>RCOE</b>				
5/14/2009	194945	463.00		
			DEP RFND:4/25 @C&RC	463.00
<b>Vendor Total</b>		<b>463.00</b>		
<b>FYTD for RCOE</b>		<b>463.00</b>		
<b>REEDER, DEANNA</b>				
5/14/2009	194946	33.80		
			RFND OVRPMT OF PAGES PAID	33.80
<b>Vendor Total</b>		<b>33.80</b>		
<b>FYTD for REEDER, DEANNA</b>		<b>33.80</b>		
<b>REMINGTON, ANGELA</b>				
5/28/2009	195275	95.00		
			RFND-ANML SRVC FEES	20.00
			RFND-ANML SRVC FEES	75.00
<b>Vendor Total</b>		<b>95.00</b>		
<b>FYTD for REMINGTON, ANGELA</b>		<b>95.00</b>		
<b>RENT 4 LESS</b>				
5/28/2009	195276	69.45		
			RFND-BUS. LIC. OVRPMT	69.45
<b>Vendor Total</b>		<b>69.45</b>		
<b>FYTD for RENT 4 LESS</b>		<b>69.45</b>		



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<b>REVENUE EXPERTS, INC.</b>				
5/7/2009	194795	7,581.90		
			JAN'09 CITATION PROC-B&S	800.61
			MAR'09 CITATION PROC-B&S	1,632.66
			MAR'09 CITATION PROC-ANML SHLT	3,961.37
			MAR'09 CITATION PROC-ANML SHLT	1,187.26
5/14/2009	194947	3,535.62		
			FEB'09 ADMIN CITATIONS-CODE	1,530.13
			MAR'09 ADMIN CITATIONS-CODE	2,005.49
<b>Vendor Total</b>		<b>11,117.52</b>		
<b>FYTD for REVENUE EXPERTS, INC.</b>		<b>100,573.22</b>		
<b>REYNOLDS, LORRAINE</b>				
5/21/2009	195085	190.00		
			5 DAYS-INSTRUCT. SRVCS	190.00
<b>Vendor Total</b>		<b>190.00</b>		
<b>FYTD for REYNOLDS, LORRAINE</b>		<b>1,026.00</b>		
<b>RICE FIRE PROTECTION</b>				
5/14/2009	194948	46.29		
			RFND-BUS. LIC. OVRPMT	46.29
<b>Vendor Total</b>		<b>46.29</b>		
<b>FYTD for RICE FIRE PROTECTION</b>		<b>46.29</b>		
<b>RICHARDSON, MELANIE</b>				
5/14/2009	194949	47.00		
			RFND-PIANO CLASS	47.00
<b>Vendor Total</b>		<b>47.00</b>		
<b>FYTD for RICHARDSON, MELANIE</b>		<b>47.00</b>		
<b>RICK ENGINEERING COMPANY</b>				
5/7/2009	194796	4,295.00		
			PSB PARKING LOT EXPANSION SVCS	3,315.00
			PSB PARKING LOT EXPANSION SVCS	980.00
5/14/2009	194950	2,997.50		
			PSB PARKING LOT EXPANSION SVCS	2,997.50
<b>Vendor Total</b>		<b>7,292.50</b>		
<b>FYTD for RICK ENGINEERING COMPANY</b>		<b>10,823.44</b>		
<b>RIDGE MORENO VALLEY, LLC</b>				
5/21/2009	195086	120.00		
			FALSE ALARM REFUND	120.00
<b>Vendor Total</b>		<b>120.00</b>		
<b>FYTD for RIDGE MORENO VALLEY, LLC</b>		<b>1,265,548.37</b>		



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<b>RISE INTERPRETING, INC.</b>				
5/7/2009	194797	1,260.00	INTERPRETING SRVCS-CPR/1ST AID	1,260.00
<b>Vendor Total</b>		<b>1,260.00</b>		
<b>FYTD for RISE INTERPRETING, INC.</b>		<b>1,260.00</b>		
<b>RIV CO FLOOD CONTROL &amp; WATER CONSERVATN</b>				
5/7/2009	194798	2,000.00	STORM DRAIN CONN.-PERRIS BLVD	2,000.00
5/28/2009	195278	267.98	KITCHING ST PLAN CK SVCS-FEB09	267.98
<b>Vendor Total</b>		<b>2,267.98</b>		
<b>FYTD for RIV CO FLOOD CONTROL &amp; WATER CONSERVATN</b>		<b>120,142.32</b>		
<b>RIVERSIDE AREA RAPE CRISIS CENTER</b>				
5/7/2009	194799	1,750.12	EXPNS REIMBRS.-CDBG	707.04
			EXPNS REIMBRS.-CDBG	557.01
			EXPNS REIMBRS.-CDBG	486.07
<b>Vendor Total</b>		<b>1,750.12</b>		
<b>FYTD for RIVERSIDE AREA RAPE CRISIS CENTER</b>		<b>7,145.35</b>		
<b>RIVERSIDE COUNTY CLERK</b>				
5/28/2009	195279	2,057.00	ENVIR FEE-PERRIS BLVD WIDENING	2,057.00
<b>Vendor Total</b>		<b>2,057.00</b>		
<b>FYTD for RIVERSIDE COUNTY CLERK</b>		<b>14,114.25</b>		
<b>RIVERSIDE COUNTY CLERK/RECORDER</b>				
5/7/2009	194800	64.00	FILING FEE-NTC OF DETERMINATIO	64.00
5/7/2009	194801	52.15	APR'09 MAP RECORDING	52.15
5/14/2009	194951	64.00	FILING FEE-NTC OF DETERMINATIO	64.00
<b>Vendor Total</b>		<b>180.15</b>		
<b>FYTD for RIVERSIDE COUNTY CLERK/RECORDER</b>		<b>1,317.85</b>		



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<b>RIVERSIDE COUNTY INFORMATION TECHNOLOGY</b>				
5/7/2009	194802	3,574.13		
			FEB'09 RADIO SERVICE	1,788.29
			MAR'09 RADIO SERVICE	1,785.84
5/21/2009	195087	274.44		
			RADIO LSE/MAINT>APR'09	274.44
5/28/2009	195280	105.54		
			APR'09 VPN CONNECTION	77.65
			APR'09 VPN CONNECTION	27.89
<b>Vendor Total</b>		<b>3,954.11</b>		
<b>FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY</b>		<b>23,988.66</b>		
<b>RIVERSIDE COUNTY SHERIFF COURT SERVICES</b>				
5/14/2009	194952	569.65		
			GARNISHMENT	424.98
			GARNISHMENT	144.67
5/28/2009	195281	567.63		
			GARNISHMENT	424.17
			GARNISHMENT	143.46
<b>Vendor Total</b>		<b>1,137.28</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES</b>		<b>21,584.21</b>		
<b>RIVERSIDE COUNTY SHERIFF MV</b>				
5/28/2009	195282	1,896.11		
			XTR DUTY-MLK PARADE 3/14/09	1,896.11
<b>Vendor Total</b>		<b>1,896.11</b>		
<b>FYTD for RIVERSIDE COUNTY SHERIFF MV</b>		<b>4,074.05</b>		
<b>RIVERSIDE COUNTY TREASURER/TAX COLLECTOR</b>				
5/28/2009	195283	30.00		
			RFND-FALSE ALARM OVRPMT	30.00
<b>Vendor Total</b>		<b>30.00</b>		
<b>FYTD for RIVERSIDE COUNTY TREASURER/TAX COLLECTOR</b>		<b>30.00</b>		
<b>ROCHA, JUANA</b>				
5/14/2009	194953	200.00		
			DEP RFND:4/25 @TWNTE	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for ROCHA, JUANA</b>		<b>200.00</b>		
<b>RODRIGUEZ, AUTUMN EARLE</b>				
5/21/2009	195089	50.00		
			JUDGING SRVC>4/11/09	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for RODRIGUEZ, AUTUMN EARLE</b>		<b>50.00</b>		



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<b>RODRIGUEZ, LAUREN</b>				
5/14/2009	194954	58.30	REIMB-PROJECT MGMT TRNG.	58.30
<b>Vendor Total</b>		<b>58.30</b>		
<b>FYTD for RODRIGUEZ, LAUREN</b>		<b>890.70</b>		
<b>RODRIGUEZ, OMAR</b>				
5/14/2009	194955	308.00	PER DIEM-CSDIAI ANNUAL TRNG.	308.00
<b>Vendor Total</b>		<b>308.00</b>		
<b>FYTD for RODRIGUEZ, OMAR</b>		<b>308.00</b>		
<b>ROGERS, EUGENE</b>				
5/28/2009	195284	318.73	JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for ROGERS, EUGENE</b>		<b>3,543.49</b>		
<b>ROGERS, KIANNA</b>				
5/7/2009	194804	125.40	MILEAGE REIMBURSEMENT	125.40
5/21/2009	195090	83.60	MILEAGE REIMBURSEMENT	83.60
<b>Vendor Total</b>		<b>209.00</b>		
<b>FYTD for ROGERS, KIANNA</b>		<b>1,022.79</b>		
<b>ROSAS, MAVIE ELIZABETH</b>				
5/21/2009	195091	152.00	4 DAYS-INSTRUCT. SRVCS	152.00
<b>Vendor Total</b>		<b>152.00</b>		
<b>FYTD for ROSAS, MAVIE ELIZABETH</b>		<b>1,862.00</b>		
<b>ROSS, DAVID T.</b>				
5/28/2009	195285	318.73	JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for ROSS, DAVID T.</b>		<b>3,374.76</b>		
<b>ROSS, LA TONYA DAVIS</b>				
5/21/2009	195092	38.00	1 DAY-INSTRUCT. SRVCS	38.00
<b>Vendor Total</b>		<b>38.00</b>		
<b>FYTD for ROSS, LA TONYA DAVIS</b>		<b>798.00</b>		



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<b>ROSSON, LOUIS A.</b>				
5/28/2009	195286	318.73	JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for ROSSON, LOUIS A.</b>		<b>3,374.76</b>		
<b>ROTO-ROOTER PLUMBERS</b>				
5/21/2009	195093	162.50	EMERG. REPAIR @PSB	162.50
<b>Vendor Total</b>		<b>162.50</b>		
<b>FYTD for ROTO-ROOTER PLUMBERS</b>		<b>320.00</b>		
<b>RUIZ, ANGEL</b>				
5/14/2009	194956	39.50	RFND-ATHLETIC FLDS FEE	39.50
<b>Vendor Total</b>		<b>39.50</b>		
<b>FYTD for RUIZ, ANGEL</b>		<b>39.50</b>		
<b>RUSSO, JOHN</b>				
5/28/2009	195287	318.73	JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for RUSSO, JOHN</b>		<b>3,374.76</b>		
<b>SA ASSOCIATES</b>				
5/14/2009	194957	12,375.00	PROF STAFFING SVCS-VARIOUS PRJ	12,375.00
<b>Vendor Total</b>		<b>12,375.00</b>		
<b>FYTD for SA ASSOCIATES</b>		<b>481,354.50</b>		
<b>SAGASTUME, MARIO</b>				
5/21/2009	195094	380.00	10 DAYS-INSTRUCT. SRVCS	380.00
<b>Vendor Total</b>		<b>380.00</b>		
<b>FYTD for SAGASTUME, MARIO</b>		<b>4,028.00</b>		
<b>SALAS, SALVADOR</b>				
5/21/2009	195095	315.00	RFND-PLAN CK FEES OVRPMT	315.00
<b>Vendor Total</b>		<b>315.00</b>		
<b>FYTD for SALAS, SALVADOR</b>		<b>315.00</b>		



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<b>SAN BERNARDINO &amp; RIVERSIDE CO FIRE EQUIP</b>				
5/28/2009	195288	253.01	FIRE EXT. SRVC-EMERG OP	253.01
<b>Vendor Total</b>		<b>253.01</b>		
<b>FYTD for SAN BERNARDINO &amp; RIVERSIDE CO FIRE EQUIP</b>		<b>11,701.50</b>		
<b>SAT/HUMAN RESOURCES</b>				
5/21/2009	195096	479.50	PROF. SRVCS>4/30/09	479.50
<b>Vendor Total</b>		<b>479.50</b>		
<b>FYTD for SAT/HUMAN RESOURCES</b>		<b>2,063.50</b>		
<b>SCHAEFER FLOORING</b>				
5/7/2009	194805	450.00	REINSTALL BASEBOARD-CRC	450.00
<b>Vendor Total</b>		<b>450.00</b>		
<b>FYTD for SCHAEFER FLOORING</b>		<b>450.00</b>		
<b>SCHUCH CONSTRUCTION CO., INC.</b>				
5/7/2009	194806	1,841.80	RETENTION-12035 RIPARIAN(ROSE)	1,221.60
			RETENTION-12035 RIPARIAN(ROSE)	446.20
			RETENTION-12035 RIPARIAN(ROSE)	149.00
			RETENTION-12035 RIPARIAN(ROSE)	25.00
<b>Vendor Total</b>		<b>1,841.80</b>		
<b>FYTD for SCHUCH CONSTRUCTION CO., INC.</b>		<b>18,418.00</b>		
<b>SCMAF-INLAND VALLEYS</b>				
5/7/2009	194807	0.00	FOOTBALL TRNY ENTRY FEES	350.00
			BSKTBL TRNY ENTRY FEES	525.00
			FOOTBALL TRNY ENTRY FEES	-350.00
			BSKTBL TRNY ENTRY FEES	-525.00
<b>Vendor Total</b>		<b>0.00</b>		
<b>FYTD for SCMAF-INLAND VALLEYS</b>		<b>0.00</b>		
<b>SEAGRAVE, DENI JO</b>				
5/21/2009	195097	190.00	5 DAYS-INSTRUCT. SRVCS	190.00
<b>Vendor Total</b>		<b>190.00</b>		
<b>FYTD for SEAGRAVE, DENI JO</b>		<b>2,356.00</b>		



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<b>SECTRAN SECURITY, INC</b>				
5/21/2009	195098	463.50		
			MAY'09 TRNSPRT SRVC>TREASURY	154.50
			MAY'09 TRNSPRT SRVC>PARKS	154.50
			MAY'09 TRNSPRT SRVC>MVU	154.50
<b>Vendor Total</b>		<b>463.50</b>		
<b>FYTD for SECTRAN SECURITY, INC</b>		<b>8,152.95</b>		
<b>SECURITY LOCK &amp; KEY</b>				
5/7/2009	194808	128.33		
			DUPLICATE KEYS	63.62
			RPR LOCK-GATEWAY PARK	64.71
5/21/2009	195099	72.62		
			RE-KEY OFFICE-S PEEK	72.62
<b>Vendor Total</b>		<b>200.95</b>		
<b>FYTD for SECURITY LOCK &amp; KEY</b>		<b>6,059.07</b>		
<b>SHAH, JAGDISH</b>				
5/14/2009	194958	23,280.00		
			PROF STAFFING SVCS-VARIOUS PRJ	23,280.00
<b>Vendor Total</b>		<b>23,280.00</b>		
<b>FYTD for SHAH, JAGDISH</b>		<b>58,320.00</b>		
<b>SHARPER FUTURE</b>				
5/14/2009	194959	57.00		
			RFND-BUS. LIC. OVRPMT	57.00
<b>Vendor Total</b>		<b>57.00</b>		
<b>FYTD for SHARPER FUTURE</b>		<b>57.00</b>		
<b>SHARRETT, SHARON K.</b>				
5/28/2009	195289	179.16		
			JUNE'09 RETIREE MED BENEFIT	179.16
<b>Vendor Total</b>		<b>179.16</b>		
<b>FYTD for SHARRETT, SHARON K.</b>		<b>3,042.34</b>		





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<b>SHELL OIL CO.</b>				
5/14/2009	194960	372.04		
			FUEL PURCHASES	72.24
			FUEL PURCHASES	183.60
			FUEL PURCHASES	78.60
			FUEL PURCHASES	37.60
5/21/2009	195101	1,721.64		
			FUEL PURCHASES	295.85
			FUEL PURCHASES	66.42
			FUEL PURCHASES	1,359.37
<b>Vendor Total</b>		<b>2,093.68</b>		
<b>FYTD for SHELL OIL CO.</b>		<b>55,981.38</b>		
<b>SHURTLEFF, JEANNETTE L.</b>				
5/21/2009	195102	570.00		
			15 DAYS-INSTRUCT. SRVCS	570.00
<b>Vendor Total</b>		<b>570.00</b>		
<b>FYTD for SHURTLEFF, JEANNETTE L.</b>		<b>4,142.00</b>		
<b>SIMON, SHERMAN</b>				
5/21/2009	195103	75.00		
			CPR INSTRUCTOR PAYMENT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for SIMON, SHERMAN</b>		<b>750.00</b>		
<b>SINGER &amp; COFFIN, APC</b>				
5/14/2009	194961	860.00		
			MISC. LEGAL SRVCS	860.00
<b>Vendor Total</b>		<b>860.00</b>		
<b>FYTD for SINGER &amp; COFFIN, APC</b>		<b>39,845.52</b>		
<b>SKY TRAILS MOBILE VILLAGE</b>				
5/14/2009	194962	20.45		
			RFND UT USER TAXES-EXMPT RESID	20.45
<b>Vendor Total</b>		<b>20.45</b>		
<b>FYTD for SKY TRAILS MOBILE VILLAGE</b>		<b>388.58</b>		
<b>SKYTERRA, LP</b>				
5/7/2009	194809	37.38		
			PH SRVC-EMERG. OP.	37.38
<b>Vendor Total</b>		<b>37.38</b>		
<b>FYTD for SKYTERRA, LP</b>		<b>413.11</b>		



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<b>SMITH FLOORS &amp; INSTALLATIONS</b>				
5/21/2009	195104	11,110.00	FLOORING FOR CRC	11,110.00
<b>Vendor Total</b>		<b>11,110.00</b>		
<b>FYTD for SMITH FLOORS &amp; INSTALLATIONS</b>		<b>46,900.00</b>		
<b>SMITH, SARAH</b>				
5/28/2009	195290	20.00	RFND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for SMITH, SARAH</b>		<b>20.00</b>		
<b>SO. CALIF SCHOOL OF MUSIC</b>				
5/7/2009	194810	432.00	PIANO-5 PARTICIPANTS	135.00
			PIANO-11 PARTICIPANTS	297.00
<b>Vendor Total</b>		<b>432.00</b>		
<b>FYTD for SO. CALIF SCHOOL OF MUSIC</b>		<b>5,235.00</b>		
<b>SOLOMON, GREG A.</b>				
5/21/2009	195105	50.00	JUDGING SRVC>4/11/09	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for SOLOMON, GREG A.</b>		<b>50.00</b>		
<b>SOSA, JORGE</b>				
5/14/2009	194963	543.00	KOBUDO-3 PARTICIPANTS	63.00
			NINPO-8 PARTICIPANTS	192.00
			KARATEDO-8 PARTICIPANTS	288.00
<b>Vendor Total</b>		<b>543.00</b>		
<b>FYTD for SOSA, JORGE</b>		<b>5,259.00</b>		



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<b>SOUTHERN CALIFORNIA EDISON</b>				
5/7/2009	194811	5,697.09		
			ELECTRIC CHARGES FOR APRIL'09	58.37
			ELECTRIC CHARGES FOR APRIL'09	109.90
			ELECTRIC CHARGES FOR APRIL'09	1,425.51
			ELECTRIC CHARGES FOR APRIL'09	559.59
			ELECTRIC CHARGES FOR APRIL'09	848.64
			ELECTRIC CHARGES FOR APRIL'09	470.78
			ELECTRIC CHARGES FOR APRIL'09	338.48
			ELECTRIC CHARGES FOR APRIL'09	19.27
			ELECTRIC CHARGES FOR APRIL'09	901.17
			ELECTRIC CHARGES FOR APRIL'09	141.46
			ELECTRIC CHARGES FOR APRIL'09	119.92
			ELECTRIC CHARGES FOR APRIL'09	56.68
			ELECTRIC CHARGES FOR APRIL'09	41.98
			ELECTRIC CHARGES FOR MARCH'09	82.22
			ELECTRIC CHARGES FOR MARCH'09	523.12
5/14/2009	194965	13,623.25		
			IFA CHARGES: 4/1 -5/1/09	954.51
			ELECTRIC CHRGS:3/30 -4/29/09	383.42
			IFA CHARGES: SUBSTATION	12,285.32
5/21/2009	195106	12,698.57		
			ELECTRIC CHARGES FOR APRIL'09	543.30
			ELECTRIC CHARGES FOR APRIL'09	469.73
			ELECTRIC CHARGES FOR APRIL'09	369.39
			ELECTRIC CHARGES FOR APRIL'09	125.63
			ELECTRIC CHARGES FOR APRIL'09	2,829.59
			ELECTRIC CHARGES FOR APRIL'09	868.57
			ELECTRIC CHARGES FOR APRIL'09	1,009.74
			ELECTRIC CHARGES FOR APRIL'09	871.63
			ELECTRIC CHARGES FOR APRIL'09	1,244.17
			ELECTRIC CHARGES FOR APRIL'09	21.66
			ELECTRIC CHARGES FOR APRIL'09	4,176.78
			ELECTRIC CHARGES FOR APRIL'09	42.64
			ELECTRIC CHARGES FOR APRIL'09	18.56
			ELECTRIC CHARGES FOR APRIL'09	22.19
			ELECTRIC CHARGES FOR APRIL'09	64.01
			ELECTRIC CHARGES FOR APRIL'09	20.98
5/28/2009	195291	18,858.77		
			ELECTRIC CHARGES FOR APRIL'09	171.58
			ELECTRIC CHARGES FOR APRIL'09	4,847.27
			ELECTRIC CHARGES FOR APRIL'09	2,528.42
			ELECTRIC CHARGES FOR APRIL'09	18.85
			ELECTRIC CHARGES FOR APRIL'09	784.77
			ELECTRIC CHARGES FOR APRIL'09	2,236.07
			ELECTRIC CHARGES FOR APRIL'09	175.49
			ELECTRIC CHARGES FOR APRIL'09	4,656.01
			ELECTRIC CHARGES FOR APRIL'09	296.49
			ELECTRIC CHARGES FOR APRIL'09	129.79
			ELECTRIC CHARGES FOR APRIL'09	1,550.13
			ELECTRIC CHARGES FOR APRIL'09	229.61
			ELECTRIC CHARGES FOR APRIL'09	394.65
			ELECTRIC CHARGES FOR APRIL'09	494.26



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			ELECTRIC CHARGES FOR APRIL'09	204.03
			ELECTRIC CHARGES FOR APRIL'09	141.35
<b>Vendor Total</b>		<b>50,877.68</b>		
<b>FYTD for SOUTHERN CALIFORNIA EDISON</b>		<b>2,638,100.50</b>		
<b>SOUTHERN CALIFORNIA GAS CO.</b>				
5/21/2009	195107	4,776.74		
			GAS CHARGES-APR'09	1,124.99
			GAS CHARGES-APR'09	1,926.23
			GAS CHARGES-APR'09	14.73
			GAS CHARGES-APR'09	40.84
			GAS CHARGES-APR'09	457.62
			GAS CHARGES-APR'09	120.01
			GAS CHARGES-APR'09	49.22
			GAS CHARGES-APR'09	339.05
			GAS CHARGES-APR'09	89.70
			GAS CHARGES-APR'09	102.43
			GAS CHARGES-APR'09	69.49
			GAS CHARGES-APR'09	103.35
			GAS CHARGES-APR'09	174.39
			GAS CHARGES-APR'09	141.60
			GAS CHARGES-APR'09	23.09
<b>Vendor Total</b>		<b>4,776.74</b>		
<b>FYTD for SOUTHERN CALIFORNIA GAS CO.</b>		<b>563,542.03</b>		
<b>SPARKLETTS</b>				
5/14/2009	194966	4.50		
			BOTTLED WATER>EMERG. OP.	4.50
5/21/2009	195108	4.50		
			APR'09 BOTTLED WTR>SNNYMD	4.50
<b>Vendor Total</b>		<b>9.00</b>		
<b>FYTD for SPARKLETTS</b>		<b>672.86</b>		
<b>SPENCER, MARTHA</b>				
5/28/2009	195293	240.44		
			JUNE'09 RETIREE MED BENEFIT	240.44
<b>Vendor Total</b>		<b>240.44</b>		
<b>FYTD for SPENCER, MARTHA</b>		<b>3,996.28</b>		
<b>SPORTS INNOVATORS</b>				
5/14/2009	194967	1,585.00		
			SPORT OFF.>4/2 -4/30/09	1,270.00
			FIELD PREP>4/5 -4/26/09	315.00
<b>Vendor Total</b>		<b>1,585.00</b>		
<b>FYTD for SPORTS INNOVATORS</b>		<b>21,642.50</b>		



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<b>SPRINT/NEXTEL</b>				
5/7/2009	194812	35.84	GTF CELL PH CHRGS>4/16/09	35.84
<b>Vendor Total</b>		<b>35.84</b>		
<b>FYTD for SPRINT/NEXTEL</b>		<b>1,197.37</b>		
<b>STANDARD INSURANCE CO</b>				
5/7/2009	194813	1,933.22	SUPPLEMENTAL INSURANCE	1,933.22
<b>Vendor Total</b>		<b>1,933.22</b>		
<b>FYTD for STANDARD INSURANCE CO</b>		<b>460,957.50</b>		
<b>STANLEY CONVERGENT SECURITY SOLUTNS, INC</b>				
5/14/2009	194969	575.50	SEC MNTRNG>5/31/09	117.00
			4/9/09 SEC SRVC @RED MAPLE	458.50
5/21/2009	195109	300.00	SEC SRVC>3/16/09	300.00
5/28/2009	195294	161.12	JUN'09 SEC SRVCS	161.12
<b>Vendor Total</b>		<b>1,036.62</b>		
<b>FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC</b>		<b>24,716.05</b>		
<b>STATE BOARD OF EQUALIZATION</b>				
5/22/2009	200904	4,299.00	SALES & USE TAX APR 2009	4,299.00
<b>Vendor Total</b>		<b>4,299.00</b>		
<b>FYTD for STATE BOARD OF EQUALIZATION</b>		<b>30,562.75</b>		
<b>STATE DISBURSEMENT UNIT</b>				
5/14/2009	2398	2,003.62	CHILD SUPPORT W/H 5/14/09	2,003.62
5/28/2009	2408	2,040.56	CHILD SUPPORT W/H 5/28/09	2,040.56
<b>Vendor Total</b>		<b>4,044.18</b>		
<b>FYTD for STATE DISBURSEMENT UNIT</b>		<b>41,824.36</b>		
<b>STATE OF CALIFORNIA</b>				
5/14/2009	194970	13,132.00	ENCR PERMIT-INSPECT. FEE/DEPOS	6,560.00
			ENCR PERMIT-EQUIPMNT FEE/DEPOS	6,572.00
<b>Vendor Total</b>		<b>13,132.00</b>		
<b>FYTD for STATE OF CALIFORNIA</b>		<b>13,132.00</b>		



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<b>STATE OF CALIFORNIA -DEPT OF TRANSPORTAT</b>				
5/7/2009	194814	9,057.42		
			SR-60/MORENO BCH & NASON STUDY	9,057.42
<b>Vendor Total</b>		<b>9,057.42</b>		
<b>FYTD for STATE OF CALIFORNIA -DEPT OF TRANSPORTAT</b>		<b>40,970.50</b>		
<b>STATE OF CALIFORNIA DEPT. OF CONSUMER AF</b>				
5/7/2009	194815	125.00		
			RNWL:CLEMENT M JIMENEZ	125.00
5/14/2009	194971	125.00		
			MBR:HOANG M NGUYEN	125.00
5/21/2009	195110	125.00		
			RNWL: MARK SAMBITO	125.00
<b>Vendor Total</b>		<b>375.00</b>		
<b>FYTD for STATE OF CALIFORNIA DEPT. OF CONSUMER AF</b>		<b>750.00</b>		
<b>STATE OF CALIFORNIA DEPT. OF JUSTICE</b>				
5/28/2009	195295	4,220.00		
			MAR'09 FINGERPRINTING	4,220.00
<b>Vendor Total</b>		<b>4,220.00</b>		
<b>FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE</b>		<b>64,612.00</b>		
<b>STATE OF CALIFORNIA/DEPT OF COM SVCS&amp;DEV</b>				
5/28/2009	195296	69.94		
			MVU RFND:26983 STORRIE LAKE	69.94
<b>Vendor Total</b>		<b>69.94</b>		
<b>FYTD for STATE OF CALIFORNIA/DEPT OF COM SVCS&amp;DEV</b>		<b>1,244.83</b>		
<b>STEIN, BRAD</b>				
5/21/2009	195111	53.35		
			MILEAGE REIMBURSEMENT	53.35
<b>Vendor Total</b>		<b>53.35</b>		
<b>FYTD for STEIN, BRAD</b>		<b>53.35</b>		
<b>STEPHENS, CHRISTOPHER T.</b>				
5/28/2009	195297	20.00		
			RFND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for STEPHENS, CHRISTOPHER T.</b>		<b>20.00</b>		



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<b>STERICYCLE (BFI)</b>				
5/28/2009	195298	1,135.10		
			WASTE HAULING	518.07
			WASTE HAULING	617.03
<b>Vendor Total</b>		<b>1,135.10</b>		
<b>FYTD for STERICYCLE (BFI)</b>		<b>5,617.03</b>		
<b>STEVE'S LANDSCAPING &amp; WEED ABATEMENT</b>				
5/7/2009	194816	222.00		
			NSNC ABTMT: 14247 CHOLLA ST	222.00
<b>Vendor Total</b>		<b>222.00</b>		
<b>FYTD for STEVE'S LANDSCAPING &amp; WEED ABATEMENT</b>		<b>46,218.86</b>		
<b>STEWART, ESPERANZA</b>				
5/7/2009	194817	64.00		
			RFND-PICNIC SHELTER FEE	64.00
<b>Vendor Total</b>		<b>64.00</b>		
<b>FYTD for STEWARD, ESPERANZA</b>		<b>64.00</b>		
<b>STEWART TITLE OF CALIFORNIA</b>				
5/12/2009	805140	297.00		
			APN 484-030-001 PARTIAL ACQUIS	297.00
<b>Vendor Total</b>		<b>297.00</b>		
<b>FYTD for STEWART TITLE OF CALIFORNIA</b>		<b>178,993.10</b>		
<b>STEWART, CLIFFORD</b>				
5/28/2009	195299	248.11		
			JUNE'09 RETIREE MED BENEFIT	248.11
<b>Vendor Total</b>		<b>248.11</b>		
<b>FYTD for STEWART, CLIFFORD</b>		<b>3,304.14</b>		
<b>STRADLING, YOCCA, CARLSON &amp; RAUTH</b>				
5/7/2009	194818	3,994.27		
			MAR'09 LGL SRVCS-PERRIS ISLE	3,637.29
			MAR'09 LGL SRVCS-RANCHO DORADO	356.98
5/14/2009	194972	577.80		
			PRF SRVC:SPCL TAX RFNDNG	577.80
5/21/2009	195112	800.48		
			MAR'09 LGL SRVCS>GENERAL	400.48
			MAR'09 LGL SRVCS>HOUSING	50.00
			MAR'09 LGL SRVCS>RDA	350.00
<b>Vendor Total</b>		<b>5,372.55</b>		
<b>FYTD for STRADLING, YOCCA, CARLSON &amp; RAUTH</b>		<b>51,083.72</b>		



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<b>STRICKLER II, JOHN W.</b>				
5/28/2009	195300	318.73	JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for STRICKLER II, JOHN W.</b>		<b>318.73</b>		
<b>STUCKEY, HARRIETTE</b>				
5/14/2009	194973	237.60	LINE DNC-13 PARTICIPANTS	173.20
			LINE DNC-13 PARTICIPANTS	64.40
<b>Vendor Total</b>		<b>237.60</b>		
<b>FYTD for STUCKEY, HARRIETTE</b>		<b>1,064.40</b>		
<b>SUNNYMEAD ACE HARDWARE</b>				
5/7/2009	194819	40.47	MISC. HARDWARE-FIRE DEPT	14.94
			MISC. HARDWARE-FIRE DEPT	25.53
5/14/2009	194974	234.36	MISC. HARDWARE FOR P.D.	46.24
			MISC. HARDWARE FOR P.D.	1.59
			MISC. HARDWARE FOR P.D.	7.47
			MISC. HARDWARE FOR P.D.	30.44
			MISC. HARDWARE FOR P.D.	45.45
			MISC. HARDWARE FOR P.D.	62.98
			MISC. HARDWARE FOR P.D.	31.49
			MISC. HARDWARE FOR P.D.	8.70
5/28/2009	195302	41.35	MISC. HARDWARE>PARK MAINT	41.35
<b>Vendor Total</b>		<b>316.18</b>		
<b>FYTD for SUNNYMEAD ACE HARDWARE</b>		<b>2,746.85</b>		
<b>T.Y. LIN INTERNATIONAL</b>				
5/28/2009	195303	20,739.43	GRAHAM ST OVERCRSSNG/SR-60 PRJ	20,739.43
<b>Vendor Total</b>		<b>20,739.43</b>		
<b>FYTD for T.Y. LIN INTERNATIONAL</b>		<b>121,272.07</b>		
<b>TEHSELDAR, SAMIR MOHAMED</b>				
5/21/2009	195113	494.00	INSTRUC. SVCS: 13 DAYS	494.00
<b>Vendor Total</b>		<b>494.00</b>		
<b>FYTD for TEHSELDAR, SAMIR MOHAMED</b>		<b>5,092.00</b>		





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>TEMPLEMAN, IRENE</b>				
5/21/2009	195114	190.00		
			INSTRUC. SVCS: 5 DAYS	190.00
<b>Vendor Total</b>		<b>190.00</b>		
<b>FYTD for TEMPLEMAN, IRENE</b>		<b>1,900.00</b>		
<b>TETLEY, JERRY</b>				
5/28/2009	195304	50.00		
			RFND-TRAP DEPOSIT	50.00
<b>Vendor Total</b>		<b>50.00</b>		
<b>FYTD for TETLEY, JERRY</b>		<b>50.00</b>		
<b>THE SPECIAL EVENT CONNECTION, INC. DBA</b>				
5/14/2009	194975	2,232.86		
			CATERING FOR VOLUNTEER APPREC.	2,232.86
<b>Vendor Total</b>		<b>2,232.86</b>		
<b>FYTD for THE SPECIAL EVENT CONNECTION, INC. DBA</b>		<b>2,232.86</b>		
<b>TOWNSEND, ROBERT</b>				
5/28/2009	195306	20.00		
			RFND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for TOWNSEND, ROBERT</b>		<b>20.00</b>		
<b>TRICHE, TARA</b>				
5/7/2009	194821	1,798.20		
			BALLET CLASS-15 PARTICIPANTS	333.00
			BALLET/ACRO-9 PARTICIPANTS	199.80
			DANCE EXPLOR.-11 PARTICIPANTS	244.20
			DANCE EXPLOR.-11 PARTICIPANTS	244.20
			DANCE EXPLOR.-15 PARTICIPANTS	333.00
			HIP-HOP/JAZZ-6 PARTICIPANTS	133.20
			HIP-HOP/JAZZ-5 PARTICIPANTS	111.00
			INT. BALLET-2 PARTICIPANTS	44.40
			JAZZ/HIP-HOP/ACRO-7 PARTICPNTS	155.40
5/21/2009	195116	2,308.80		
			BALLET CLASS-20 PARTICIPANTS	444.00
			BALLET/ACRO-8 PARTICIPANTS	177.60
			DANCE EXPLOR.-3 CLASSES/48 TOT	1,065.60
			HIP-HOP DANCE-2 CLASSES/20 TOT	444.00
			INTERMED BALLET-3 PARTICIPANTS	44.40
			JAZZ/HIP-HOP/ACRO-6 PARTICPNTS	133.20
<b>Vendor Total</b>		<b>4,107.00</b>		
<b>FYTD for TRICHE, TARA</b>		<b>14,807.40</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>TRI-CITY LINEN SUPPLY, INC.</b>				
5/7/2009	194820	106.50		
			LINEN RENTAL	56.00
			LINEN RENTAL SVC. FOR CONF CTR	25.00
			LINEN RENTAL	25.50
5/21/2009	195115	77.45		
			LINEN RENTAL	53.50
			LINEN RENTAL	23.95
<b>Vendor Total</b>		<b>183.95</b>		
<b>FYTD for TRI-CITY LINEN SUPPLY, INC.</b>		<b>308.95</b>		
<b>TROPICAL PLAZA NURSERY, INC.</b>				
5/14/2009	194976	15,946.03		
			APR'09 LANDSC. MAINT./AREA E-2	13,422.58
			APR'09 LANDSC. MAINT/AREA E-16	2,195.49
			APR'09 IRRIG. REPAIRS FOR E-2	327.96
<b>Vendor Total</b>		<b>15,946.03</b>		
<b>FYTD for TROPICAL PLAZA NURSERY, INC.</b>		<b>187,050.75</b>		
<b>TRUGREEN LANDCARE</b>				
5/28/2009	195307	10,749.21		
			APR'09 LANDSC. MAINT-ZONE M	4,901.46
			APR'09 LANDSC. MAINT FOR DSG-2	5,847.75
<b>Vendor Total</b>		<b>10,749.21</b>		
<b>FYTD for TRUGREEN LANDCARE</b>		<b>261,232.57</b>		
<b>TUNTLAND, JAMES</b>				
5/28/2009	195308	248.11		
			JUNE'09 RETIREE MED BENEFIT	248.11
<b>Vendor Total</b>		<b>248.11</b>		
<b>FYTD for TUNTLAND, JAMES</b>		<b>4,088.32</b>		
<b>TURBOSCAPE, INC.</b>				
5/7/2009	194822	1,696.00		
			MULCH FOR PARKWAYS IN E-3A	1,696.00
5/21/2009	195117	2,862.00		
			INSTALL FIBAR AT 8 PLAYGROUNDS	3,112.43
			USE TAX ACCRUAL	-250.43
<b>Vendor Total</b>		<b>4,558.00</b>		
<b>FYTD for TURBOSCAPE, INC.</b>		<b>41,658.00</b>		
<b>TURCKEL, PATRICE</b>				
5/14/2009	194977	200.00		
			DEP RFND:5/2 @TWNGTE	200.00
<b>Vendor Total</b>		<b>200.00</b>		
<b>FYTD for TURCKEL, PATRICE</b>		<b>200.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>TWIN GRAPHICS</b>				
5/14/2009	194978	427.77		
			VEH. GRAPHICS FOR UNIT #03-231	35.67
			VEH. GRAPHICS FOR UNIT #03-231	392.10
<b>Vendor Total</b>		<b>427.77</b>		
<b>FYTD for TWIN GRAPHICS</b>		<b>12,195.38</b>		
<b>U.S. DEPARTMENT OF AGRICULTURE</b>				
5/14/2009	194979	1,442.00		
			WILDLIFE SERVICES	1,442.00
<b>Vendor Total</b>		<b>1,442.00</b>		
<b>FYTD for U.S. DEPARTMENT OF AGRICULTURE</b>		<b>2,884.00</b>		
<b>U.S. HEALTHWORKS MEDICAL GROUP</b>				
5/14/2009	194980	76.00		
			PRE-EMPL. PHYSICAL-B. STEIN	76.00
5/28/2009	195309	37.00		
			DOT/DMV EXAM-B. THOMPSON	37.00
<b>Vendor Total</b>		<b>113.00</b>		
<b>FYTD for U.S. HEALTHWORKS MEDICAL GROUP</b>		<b>24,423.69</b>		
<b>UNION BANK OF CALIFORNIA</b>				
5/7/2009	194823	487.00		
			MAR'09 INVSTMNT SAFEKEEP SVCS.	487.00
5/21/2009	195118	462.00		
			APR'09 INVSTMNT SAFEKEEP SVCS	462.00
5/12/2009	80515	14,187.07		
			RETENTION PAYABLE	14,187.07
<b>Vendor Total</b>		<b>15,136.07</b>		
<b>FYTD for UNION BANK OF CALIFORNIA</b>		<b>440,672.58</b>		
<b>UNITED POWER GENERATION, INC.</b>				
5/21/2009	195119	3,368.83		
			GENERATOR REPAIRS-FIRE ST# 65	2,634.83
			REPLACE GENERATOR WATER PUMP	734.00
<b>Vendor Total</b>		<b>3,368.83</b>		
<b>FYTD for UNITED POWER GENERATION, INC.</b>		<b>12,998.07</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>UNITED SITE SERVICES OF CA, INC.</b>				
5/7/2009	194824	174.88		
			PORTABLE TOILET-GOLF CTR <5/14	77.33
			PORTABLE TOILET-CTY YARD <5/14	97.55
5/14/2009	194981	107.39		
			FENCE RENTAL AT ANIMAL SHELTER	107.39
	<b>Vendor Total</b>	<b>282.27</b>		
<b>FYTD for UNITED SITE SERVICES OF CA, INC.</b>		<b>9,572.47</b>		
<b>UNITED WAY OF INLAND VALLEYS</b>				
5/14/2009	194982	988.61		
			U W CONTRIBUTIONS	988.61
5/28/2009	195310	993.61		
			U W CONTRIBUTIONS	993.61
	<b>Vendor Total</b>	<b>1,982.22</b>		
<b>FYTD for UNITED WAY OF INLAND VALLEYS</b>		<b>27,122.80</b>		
<b>URBAN CROSSROADS, INC.</b>				
5/28/2009	195311	1,987.50		
			M.V. TRAFFIC MODEL UPDATE SVCS	1,987.50
	<b>Vendor Total</b>	<b>1,987.50</b>		
<b>FYTD for URBAN CROSSROADS, INC.</b>		<b>24,485.71</b>		
<b>USA MOBILITY/ARCH WIRELESS</b>				
5/21/2009	195120	92.72		
			MAY'09 PAGER SVCS-PARK RANGER	2.02
			MAY'09 PAGER SVCS-TRANSP.	5.06
			MAY'09 PAGER SVCS-SEC. GUARDS	24.29
			MAY'09 PAGER SVCS-POLICE	9.60
			MAY'09 PAGER SVCS-ANIMAL SVCS	48.75
			MAY'09 PAGER ADMINSTR. FEES	3.00
	<b>Vendor Total</b>	<b>92.72</b>		
<b>FYTD for USA MOBILITY/ARCH WIRELESS</b>		<b>1,865.65</b>		
<b>USTASZEWSKI, IRENE</b>				
5/7/2009	194825	20.00		
			RFND-RABIES DEPOSIT	20.00
	<b>Vendor Total</b>	<b>20.00</b>		
<b>FYTD for USTASZEWSKI, IRENE</b>		<b>20.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>VA CONSULTING, INC.</b>				
5/21/2009	195121	21,981.72		
			HEACOCK ST BRIDGE REPLCMNT PRJ	21,981.72
5/28/2009	195312	3,126.77		
			HEACOCK ST BRIDGE REPLCMNT PRJ	3,126.77
<b>Vendor Total</b>		<b>25,108.49</b>		

<b>FYTD for VA CONSULTING, INC.</b>	<b>625,862.79</b>
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>VACATE PEST ELIMINATION COMPANY</b>				
5/7/2009	194827	115.00		
			APR'09 PEST CNTRL-ANIMAL SHLTR	115.00
5/14/2009	194983	1,090.00		
			APR'09 PEST CTRL-MVU FLD OFFCE	45.00
			APR'09 PEST CTRL-CITY HALL	75.00
			APR'09 PEST CTRL-F.S. #2	45.00
			APR'09 PEST CTRL-F.S. #6	45.00
			APR'09 PEST CTRL-F.S. #48	45.00
			APR'09 PEST CTRL-F.S. #65	45.00
			APR'09 PEST CTRL-F.S. #91	45.00
			APR'09 PEST CTRL-F.S. #58	45.00
			APR'09 PEST CTRL-GOLF PRO SHOP	22.50
			APR'09 PEST CTRL-MVTV ANNEX	22.50
			APR'09 PEST CTRL-TOWN GATE C/C	45.00
			APR'09 PEST CTRL-CONF/REC CTR	75.00
			APR'09 PEST CTRL-LIBRARY	55.00
			APR'09 PEST CTRL-SENIOR CTR	55.00
			APR'09 PEST CTRL-ANNEX BLDG 1	55.00
			APR'09 PEST CTRL-ASES AT MARCH	45.00
			APR'09 PEST CTRL-MARCH HOBBY	45.00
			APR'09 PEST CTRL-MARCH FLD PRK	45.00
			APR'09 PEST CTRL-TRANSP TRAILR	45.00
			APR'09 PEST CTRL-CITY YARD	115.00
			APR'09 PEST CTRL-PUB SFTY BLDG	75.00
5/28/2009	195313	1,000.00		
			BEE HIVE REMOVAL-RED CRSS BLDG	500.00
			BEE HIVE REMOVAL-RED CRSS BLDG	250.00
			BEE HIVE REMOVAL-RED CRSS BLDG	250.00
<b>Vendor Total</b>		<b>2,205.00</b>		

<b>FYTD for VACATE PEST ELIMINATION COMPANY</b>	<b>21,340.00</b>
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>VAL VERDE UNIFIED SCHOOL DISTRICT</b>				
5/7/2009	194828	14,505.40		
			MAR '09 AFTER-SCHOOL SNACK SVC	14,505.40
5/28/2009	195314	343.41		
			ENRGY INCENT-MARCH MDDL SCH	343.41
<b>Vendor Total</b>		<b>14,848.81</b>		

<b>FYTD for VAL VERDE UNIFIED SCHOOL DISTRICT</b>	<b>93,139.01</b>
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>VALDEZ, ANGELICA/JUAN</b>				
5/28/2009	195315	20.00		
			RFND-RABIES DEPOSIT	20.00
<b>Vendor Total</b>		<b>20.00</b>		
<b>FYTD for VALDEZ, ANGELICA/JUAN</b>		<b>20.00</b>		
<b>VALI COOPER &amp; ASSOCIATES, INC.</b>				
5/14/2009	194984	21,951.25		
			TEMP STAFFING SVCS-VARIOUS PRJ	21,951.25
5/21/2009	195122	6,180.00		
			HEACOCK ST/GENTIAN AVE PRJ SVC	5,356.00
			HEACOCK ST/GENTIAN AVE PRJ SVC	824.00
<b>Vendor Total</b>		<b>28,131.25</b>		
<b>FYTD for VALI COOPER &amp; ASSOCIATES, INC.</b>		<b>480,273.55</b>		
<b>VALLEY CITIES/ GONZALES FENCE INC</b>				
5/28/2009	195316	2,740.00		
			TUBE EXT TO FENCE AT COMM PARK	2,740.00
<b>Vendor Total</b>		<b>2,740.00</b>		
<b>FYTD for VALLEY CITIES/ GONZALES FENCE INC</b>		<b>9,880.00</b>		
<b>VAS ASSOCIATES, INC.</b>				
5/14/2009	194985	20,375.00		
			PROF STAFFING SVCS-VARIOUS PRJ	20,375.00
<b>Vendor Total</b>		<b>20,375.00</b>		
<b>FYTD for VAS ASSOCIATES, INC.</b>		<b>227,485.00</b>		
<b>VASQUEZ, CHAD</b>				
5/7/2009	194829	75.00		
			RFND-SPAY/NEUTER DEPOSIT	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for VASQUEZ, CHAD</b>		<b>75.00</b>		
<b>VEHICLE REGISTRATION COLLECTIONS</b>				
5/28/2009	195317	117.00		
			GARNISHMENT	117.00
<b>Vendor Total</b>		<b>117.00</b>		
<b>FYTD for VEHICLE REGISTRATION COLLECTIONS</b>		<b>333.64</b>		
<b>VERIZON</b>				
5/21/2009	195123	1,620.59		
			MAY'09 BACKBONE CHRGS	1,620.59
<b>Vendor Total</b>		<b>1,620.59</b>		
<b>FYTD for VERIZON</b>		<b>17,759.91</b>		



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<b>VERIZON BUSINESS</b>				
5/14/2009	194986	47.28	APR'09 LONG DISTANCE SRVC	47.28
<b>Vendor Total</b>		<b>47.28</b>		
<b>FYTD for VERIZON BUSINESS</b>		<b>5,184.00</b>		



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<b>VERIZON CALIFORNIA</b>				
5/14/2009	194987	398.52		
			PH CHRGS:CITY YARD	70.03
			PH CHRGS: CRC	70.03
			PH CHRGS: CITY HALL	70.03
			PH CHRGS: GOLF CRS	72.03
			PH BK LISTING-SRVC CTR	116.40
5/21/2009	195125	9,410.27		
			TELEPHONE BOOK DIST.	258.16
			TELEPHONE CHARGES	202.40
			TELEPHONE CHARGES	266.04
			TELEPHONE CHARGES	159.08
			TELEPHONE CHARGES	520.34
			TELEPHONE CHARGES	219.33
			TELEPHONE CHARGES	89.50
			TELEPHONE CHARGES	217.61
			TELEPHONE CHARGES	184.26
			TELEPHONE CHARGES	68.62
			TELEPHONE CHARGES	213.55
			TELEPHONE CHARGES	143.65
			TELEPHONE CHARGES	325.54
			TELEPHONE CHARGES	113.39
			TELEPHONE CHARGES	421.56
			TELEPHONE CHARGES	313.35
			TELEPHONE CHARGES	123.88
			TELEPHONE CHARGES	70.10
			TELEPHONE CHARGES	287.71
			TELEPHONE CHARGES	21.25
			TELEPHONE CHARGES	136.96
			TELEPHONE CHARGES	273.23
			TELEPHONE CHARGES	11.24
			TELEPHONE CHARGES	11.23
			TELEPHONE CHARGES	45.36
			TELEPHONE CHARGES	27.65
			TELEPHONE CHARGES	52.32
			TELEPHONE CHARGES	22.68
			TELEPHONE CHARGES	22.68
			TELEPHONE CHARGES	22.68
			TELEPHONE CHARGES	138.15
			TELEPHONE CHARGES	78.06
			TELEPHONE CHARGES	40.96
			TELEPHONE CHARGES	63.75
			TELEPHONE CHARGES	47.51
			TELEPHONE CHARGES	54.96
			TELEPHONE CHARGES	181.61
			TELEPHONE CHARGES	193.62
			TELEPHONE CHARGES	3,766.30
5/28/2009	195318	523.39		
			PH CHRGS-SNR CTR	70.03
			PH CHRGS-ANML SHLTR	70.03
			PH CHRGS-PD @MALL	383.33





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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>Vendor Total</b>		<b>10,332.18</b>		
<b>FYTD for VERIZON CALIFORNIA</b>		<b>99,063.84</b>		
<b>VIGIL, ERNEST</b>				
5/28/2009	195319	318.73	JUNE'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for VIGIL, ERNEST</b>		<b>318.73</b>		
<b>VISION SERVICE PLAN</b>				
5/7/2009	194830	4,753.29	EMPLOYEE VISION INSURANCE	4,753.29
<b>Vendor Total</b>		<b>4,753.29</b>		
<b>FYTD for VISION SERVICE PLAN</b>		<b>54,616.88</b>		
<b>VISTA PAINT CORPORATION</b>				
5/7/2009	194831	1,118.17	GRAFFITI REMOVAL PAINT	1,118.17
5/28/2009	195320	197.83	GRAFFITI RMVL PAINT/SUPPLIES	197.83
<b>Vendor Total</b>		<b>1,316.00</b>		
<b>FYTD for VISTA PAINT CORPORATION</b>		<b>17,072.17</b>		
<b>VIZCAINO, SILVERIO</b>				
5/7/2009	194832	104.89	PERMIT FEE RFND-80%	104.89
<b>Vendor Total</b>		<b>104.89</b>		
<b>FYTD for VIZCAINO, SILVERIO</b>		<b>104.89</b>		
<b>VOGT, CHRIS</b>				
5/7/2009	194833	381.00	PAID PROF. LICENSE-ENGINEER	125.00
			PER DIEM-ICSC RECON CONVENTION	256.00
<b>Vendor Total</b>		<b>381.00</b>		
<b>FYTD for VOGT, CHRIS</b>		<b>622.37</b>		
<b>VOLUNTEER CENTER OF RIVERSIDE COUTY</b>				
5/7/2009	194834	750.00	DEP RFND:4/16 @C&RC	750.00
<b>Vendor Total</b>		<b>750.00</b>		
<b>FYTD for VOLUNTEER CENTER OF RIVERSIDE COUTY</b>		<b>750.00</b>		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>VORTEX INDUSTRIES</b>				
5/14/2009	194988	1,174.65		
			PREV MAINT-ROLLING DOORS/FS#48	99.95
			P.M.-ROLLING DOORS/GATE-FS #6	199.95
			PREV MAINT-ROLLING DOORS/FS#65	99.95
			P.M.-ROLLING DOORS-MVU FLD OFF	99.95
			P.M.-ROLLING DOORS/GATES-@ YRD	324.95
			P.M.-ROLLING DOORS/GATE-FS #91	199.95
			PREV MAINT-ROLLING DOORS @ PSB	149.95
<b>Vendor Total</b>		<b>1,174.65</b>		
<b>FYTD for VORTEX INDUSTRIES</b>		<b>7,517.50</b>		
<b>VOYAGER FLEET SYSTEM, INC.</b>				
5/14/2009	194989	1,329.54		
			CNG FUEL FOR STREET SWEEPING	1,329.54
<b>Vendor Total</b>		<b>1,329.54</b>		
<b>FYTD for VOYAGER FLEET SYSTEM, INC.</b>		<b>20,010.81</b>		
<b>VULCAN MATERIALS CO, INC.</b>				
5/7/2009	194835	780.81		
			ASPHALT MATERIAL FOR CIP PROJ.	518.28
			ASPHALTIC CONCRETE & EMULSION	130.94
			ASPHALTIC CONCRETE & EMULSION	131.59
5/14/2009	194990	197.28		
			ASPHALTIC CONCRETE & EMULSION	98.97
			ASPHALTIC CONCRETE & EMULSION	98.31
5/21/2009	195126	640.27		
			ASPHALTIC CONCRETE & EMULSION	131.59
			ASPHALTIC CONCRETE & EMULSION	131.59
			ASPHALTIC CONCRETE & EMULSION	66.34
			ASPHALTIC CONCRETE & EMULSION	310.75
5/28/2009	195321	329.52		
			ASPHALTIC CONCRETE & EMULSION	98.97
			ASPHALTIC CONCRETE & EMULSION	164.86
			ASPHALTIC CONCRETE & EMULSION	65.69
<b>Vendor Total</b>		<b>1,947.88</b>		
<b>FYTD for VULCAN MATERIALS CO, INC.</b>		<b>203,110.99</b>		
<b>W.R.G. &amp; ASSOCIATES</b>				
5/21/2009	195127	10,140.00		
			AREA II SLURRY SEAL PRGM SVCS	10,140.00
<b>Vendor Total</b>		<b>10,140.00</b>		
<b>FYTD for W.R.G. &amp; ASSOCIATES</b>		<b>45,532.50</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2009 through 5/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>WARRICK, JOHN W.</b>				
5/21/2009	195128	75.00	CPR/FIRST AID INSTRUCTOR SVCS	75.00
<b>Vendor Total</b>		<b>75.00</b>		
<b>FYTD for WARRICK, JOHN W.</b>		<b>375.00</b>		
<b>WASSON, KIRK</b>				
5/21/2009	195129	266.00	INSTRUC. SVCS: 7 DAYS	266.00
<b>Vendor Total</b>		<b>266.00</b>		
<b>FYTD for WASSON, KIRK</b>		<b>1,608.00</b>		
<b>WASTE MANAGEMENT, INC.</b>				
5/28/2009	195322	1,767.82	RENTAL/DELIV.-9 STORAGE BINS	1,767.82
<b>Vendor Total</b>		<b>1,767.82</b>		
<b>FYTD for WASTE MANAGEMENT, INC.</b>		<b>7,938.76</b>		
<b>WELLS FARGO BANK</b>				
5/21/2009	195130	2,000.00	TRUSTEE FEE	2,000.00
<b>Vendor Total</b>		<b>2,000.00</b>		
<b>FYTD for WELLS FARGO BANK</b>		<b>22,500.00</b>		
<b>WELLS FARGO CORPORATE TRUST</b>				
5/1/2009	80501	2,353.11	INT VAR RATE BOND 5/1/09	2,353.11
<b>Vendor Total</b>		<b>2,353.11</b>		
<b>FYTD for WELLS FARGO CORPORATE TRUST</b>		<b>8,269,373.38</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2009 through 5/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>WEST COAST MOTORSPORT</b>				
5/28/2009	195323	3,114.72		
			LABOR FOR OFF ROAD VEH. REPAIR	222.50
			PARTS FOR OFF ROAD VEH. REPAIR	64.22
			LABOR FOR OFF ROAD VEH. REPAIR	222.50
			PARTS FOR OFF ROAD VEH. REPAIR	115.04
			LABOR FOR OFF ROAD VEH. REPAIR	222.50
			PARTS FOR OFF ROAD VEH. REPAIR	155.07
			LABOR FOR OFF ROAD VEH. REPAIR	222.50
			PARTS FOR OFF ROAD VEH. REPAIR	132.04
			LABOR FOR OFF ROAD VEH. REPAIR	222.50
			PARTS FOR OFF ROAD VEH. REPAIR	190.29
			LABOR FOR OFF ROAD VEH. REPAIR	222.50
			PARTS FOR OFF ROAD VEH. REPAIR	42.00
			LABOR FOR OFF ROAD VEH. REPAIR	333.88
			PARTS FOR OFF ROAD VEH. REPAIR	186.58
			LABOR FOR OFF ROAD VEH. REPAIR	72.00
			LABOR FOR OFF ROAD VEH. REPAIR	120.00
			PARTS FOR OFF ROAD VEH. REPAIR	113.04
			LABOR FOR OFF ROAD VEH. REPAIR	80.00
			PARTS FOR OFF ROAD VEH. REPAIR	175.56
<b>Vendor Total</b>		<b>3,114.72</b>		
<b>FYTD for WEST COAST MOTORSPORT</b>		<b>4,378.28</b>		
<b>WEST GROUP</b>				
5/7/2009	194836	268.89		
			LEGAL PUBLICATIONS	89.44
			LEGAL PUBLICATIONS	179.45
<b>Vendor Total</b>		<b>268.89</b>		
<b>FYTD for WEST GROUP</b>		<b>11,749.99</b>		
<b>WESTERN MUNICIPAL WATER DISTRICT</b>				
5/28/2009	195324	1,165.37		
			WATER UTILITY	1,113.60
			WATER UTILITY	51.77
<b>Vendor Total</b>		<b>1,165.37</b>		
<b>FYTD for WESTERN MUNICIPAL WATER DISTRICT</b>		<b>18,695.72</b>		
<b>WESTERN PACIFIC SIGNAL, LLC</b>				
5/21/2009	195131	4,788.14		
			PTZ CAMERA	4,788.14
<b>Vendor Total</b>		<b>4,788.14</b>		
<b>FYTD for WESTERN PACIFIC SIGNAL, LLC</b>		<b>4,788.14</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2009 through 5/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>WHEELER, GERALD</b>				
5/7/2009	194837	151.20		
			YTH GOLF CLINIC-6 PARTICIPANTS	151.20
5/21/2009	195132	201.60		
			YTH GOLF CLINIC-8 PARTICIPANTS	201.60
<b>Vendor Total</b>		<b>352.80</b>		
<b>FYTD for WHEELER, GERALD</b>		<b>945.90</b>		
<b>WILLDAN AND ASSOCIATES</b>				
5/14/2009	194991	22,828.04		
			PLAN CHK SVCS FOR BLDG & SFTY.	22,828.04
5/21/2009	195133	3,905.00		
			FREDERICK ST MEDIAN IMPS SVCS.	3,905.00
5/28/2009	195325	6,904.01		
			PLAN CHECK SVCS-BLDG & SAFETY	6,904.01
<b>Vendor Total</b>		<b>33,637.05</b>		
<b>FYTD for WILLDAN AND ASSOCIATES</b>		<b>617,442.44</b>		
<b>WILLDAN FINANCIAL SERVICES</b>				
5/7/2009	194838	1,000.00		
			MATERIAL EVENT NOTICES	250.00
			MATERIAL EVENT NOTICES	250.00
			MATERIAL EVENT NOTICES	250.00
			MATERIAL EVENT NOTICES	222.00
			MATERIAL EVENT NOTICES	28.00
5/21/2009	195134	2,128.40		
			PROF. SRVCS>CFD #7	2,128.40
<b>Vendor Total</b>		<b>3,128.40</b>		
<b>FYTD for WILLDAN FINANCIAL SERVICES</b>		<b>23,087.13</b>		
<b>WILLIAMS, JANE L.</b>				
5/28/2009	195326	537.00		
			RETIREE MED BENEFIT>5/15/09	537.00
<b>Vendor Total</b>		<b>537.00</b>		
<b>FYTD for WILLIAMS, JANE L.</b>		<b>1,181.40</b>		
<b>WILLIAMS, LARRY</b>				
5/28/2009	195327	318.73		
			APR'09 RETIREE MED BENEFIT	318.73
<b>Vendor Total</b>		<b>318.73</b>		
<b>FYTD for WILLIAMS, LARRY</b>		<b>318.73</b>		



# City of Moreno Valley

## Check Register

For Period 5/1/2009 through 5/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>WILLIAMS-CLARK, WENDY</b>				
5/21/2009	195135	100.00		
			RFND-ADMIN. CITATION	100.00
<b>Vendor Total</b>		<b>100.00</b>		
<b>FYTD for WILLIAMS-CLARK, WENDY</b>		<b>100.00</b>		
<b>WILSON-BEILKE, DENESE</b>				
5/28/2009	195328	102.05		
			RET MED BENEFIT>APR'09 (1/2)	102.05
<b>Vendor Total</b>		<b>102.05</b>		
<b>FYTD for WILSON-BEILKE, DENESE</b>		<b>2,053.47</b>		
<b>WONG-FLORES, LAURIE</b>				
5/21/2009	195136	532.00		
			INSTRUC. SVCS: 14 DAYS	532.00
<b>Vendor Total</b>		<b>532.00</b>		
<b>FYTD for WONG-FLORES, LAURIE</b>		<b>3,382.00</b>		
<b>WRCRCA</b>				
5/28/2009	195329	17,442.00		
			RESIDENTIAL LOW DENSITY	17,442.00
<b>Vendor Total</b>		<b>17,442.00</b>		
<b>FYTD for WRCRCA</b>		<b>217,462.59</b>		
<b>WRIGHT SEPTIC TANK PUMPING</b>				
5/21/2009	195137	225.00		
			SEPTIC TANK PUMPED-EQUESTER CTR	225.00
<b>Vendor Total</b>		<b>225.00</b>		
<b>FYTD for WRIGHT SEPTIC TANK PUMPING</b>		<b>1,237.50</b>		
<b>WURM'S JANITORIAL SERVICES, INC.</b>				
5/28/2009	195330	745.64		
			SPCL CLEANING>3/21 & 3/28	260.00
			SPCL CLEANING>4/11 & 4/18	260.00
			MAY'09 JANITORIAL-GANG TSK FRC	225.64
<b>Vendor Total</b>		<b>745.64</b>		
<b>FYTD for WURM'S JANITORIAL SERVICES, INC.</b>		<b>297,888.75</b>		



# City of Moreno Valley

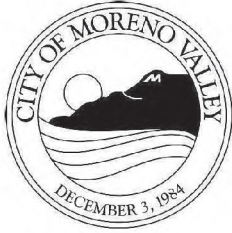
## Check Register

For Period 5/1/2009 through 5/31/2009

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
<b>XEROX</b>				
5/21/2009	195139	1,536.86		
			APR'09 COPIER LEASE CHG.	359.34
			APR'09 COPIER LSE/EXC. COPIES	1,177.52
5/28/2009	195331	1,840.97		
			APR'09 COPIER RNTL/MAINT.-PD	55.39
			APR'09 COPIER RNTL/MAINT.-PD	60.19
			APR'09 COPIER RNTL/MAINT.-PD	66.50
			APR'09 COPIER MAINT/EXC COPIES	1,230.06
			APR'09 COPIER MAINT-GRAPHICS	397.79
			APR'09 COPIER RNTL/MAINT-PD	31.04
<b>Vendor Total</b>		<b>3,377.83</b>		
<b>FYTD for XEROX</b>		<b>49,837.46</b>		
<b>XEROX CAPITAL SERVICES, LLC</b>				
5/28/2009	195332	1,299.67		
			APR'09 COPIER MAINT & COPIES	1,299.67
<b>Vendor Total</b>		<b>1,299.67</b>		
<b>FYTD for XEROX CAPITAL SERVICES, LLC</b>		<b>10,874.60</b>		
<b>YUCAIPA BIKE CENTER</b>				
5/7/2009	194839	509.37		
			BICYCLE REPAIR & MAINT.-LABOR	329.00
			BICYCLE REPAIR & MAINT.-PARTS	180.37
<b>Vendor Total</b>		<b>509.37</b>		
<b>FYTD for YUCAIPA BIKE CENTER</b>		<b>509.37</b>		
<b>Subtotal</b>		<b>1,340,842.05</b>		
<b>GRAND TOTAL</b>		<b>22,683,602.18</b>		

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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 14, 2009

**TITLE:** AGREEMENT FOR CONVEYANCE OF PROPERTY FOR THE PARTIAL ACQUISITION OF APN 487-250-008 FOR THE SR-60/NASON STREET INTERCHANGE IMPROVEMENT PROJECT – PROJECT NO. 98-25897

---

### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "Agreement for Conveyance of Property" for the partial acquisition of APN 487-250-008 and authorize the City Manager to execute said Agreement in the form attached hereto.
2. Authorize a purchase order in the amount of \$1,120,000 from Account No. 125.89720 when the agreement has been signed by all parties.
3. Authorize the Financial & Administrative Services Director to wire transfer funds into escrow in the amount of \$1,100,000 for the purchase price and an additional amount of \$20,000 for escrow fees for the partial acquisition of APN 487-250-008.

### BACKGROUND

The Fung property is located on the southwest corner of the SR-60 and Nason Street Interchange and is currently owned by David M. Fung and Hee-Sook Fung, Trustees of the David M. Fung and Hee-Sook Fung Revocable Trust. The parcel is vacant land and zoned "CC" (Community Commercial) and contains approximately 2.44 acres. The SR-60/Nason Street Interchange 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 roadway easement consisting of 17,444 square feet and a slope/utility easement consisting of 32,043 square feet on the property to construct the improvements on Nason Street.

An appraisal of the property was prepared on January 11, 2009, by Lidgard and Associates, Inc. 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 June 22, 2009.

The partial acquisition of this property, along with the other properties needed for the project, will allow the City to move forward with the SR-60/Nason Street Interchange Improvement Project.

### **ALTERNATIVES**

1. Approve the "Agreement for Conveyance of Property" for the partial acquisition of APN 487-250-008 and authorize the City Manager to execute said Agreement in the form attached hereto; authorize a purchase order in the amount of \$1,120,000 from Account No. 125.89720 when the agreement has been signed by all parties; and authorize the Financial & Administrative Services Director to wire transfer funds into escrow in the amount of \$1,100,000 for the purchase price and an additional amount of \$20,000 for escrow fees for the partial acquisition of APN 487-250-008. *This alternative will facilitate the timely construction of the project.*
2. Do not approve the "Agreement for Conveyance of Property" for the partial acquisition of APN 487-250-008 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 \$1,120,000 from Account No. 125.89720 when the agreement has been signed by all parties; and do not authorize the Financial & Administrative Services Director to wire transfer funds into escrow in the amount of \$1,100,000 for the purchase price and an additional amount of \$20,000 for escrow fees for the partial acquisition of APN 487-250-008. *This alternative will delay construction of the project.*

### **FISCAL IMPACT**

This 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 21<sup>st</sup> Century (\$4.5 million) demonstration funds.

This acquisition is eligible for reimbursement from federal matching funds. The acquisition cost was budgeted in FY 2008/2009. There is no impact to the General Fund.

**AVAILABLE FY 2008/2009 BUDGETED FUNDS**

Fiscal Year 2008/2009 (Account 125.89720) .....	<u>\$5,207,000</u>
<b>Total Available Funds .....</b>	<b><u>\$5,207,000</u></b>

**ESTIMATED FY 2008/2009 DESIGN/RELOCATION/RIGHT OF WAY COSTS**

Program Management and Utility Relocation (Phase 1 & 2) .....	\$824,000
Design Costs .....	\$1,400,000
Partial Acquisition of APN 487-250-008 .....	\$ 1,120,000
Remaining Right-of-Way .....	<u>\$1,860,000</u>
<b>Total Estimated Relocation &amp; Right of Way Costs .....</b>	<b><u>\$5,204,000</u></b>

**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 acquisition of APN 487-250-008, along with the other properties needed for the project, will allow the City to move forward with the SR-60/Nason Street Interchange Improvement Project. This acquisition is eligible for reimbursement from federal matching funds.

**ATTACHMENTS**

Attachment "A" – Agreement for Conveyance of Property (APN 487-250-008)

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

Concurred By:  
 Prem Kumar  
 Deputy Public Works Director/Assistant City  
 Engineer

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

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

W:\CapProj\CapProj\PROJECTS\Marge - 98-25897 Route 60-Nason Interchange\CC Reports\Agmt for Conveyance of Property - APN 487-250-008 Staff Rpt - 071409 - V1.doc

AGREEMENT  
FOR CONVEYANCE OF PROPERTY

THIS AGREEMENT is entered into by and between David M. Fung and Hee-Sook Fung as Trustees on behalf of the "David M. Fung and Hee-Sook Fung Revocable Trust" ("Grantor"), and the CITY OF MORENO VALLEY, a municipal corporation ("Grantee").

RECITALS

A. Grantor owns certain real property located along Nason Street, in Moreno Valley, California, bearing Assessor Parcel No. 487-250-008 (the "Property").

B. Grantee desires to purchase a street easement and a slope/utility easement in a portion of the Property, and Grantor desires to sell and convey a street easement and a slope/utility 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.

Grantee shall pay to the Grantor the sum of One Million One Hundred Thousand Dollars (\$1,100,000) ("Purchase Price"). The Purchase Price shall represent full and complete compensation pursuant to Compensatory Laws for the rights and interests being acquired herein by Grantee, including, without limitation, real property, fixtures and equipment, loss of business goodwill, relocation assistance and such other compensation, damages and benefits as may be permitted by law. The Purchase Price shall be payable to

**Attachment "A"**

Grantor, upon the Close of Escrow, in immediately available funds in accordance with the provisions and requirements of this Agreement.

## 2.2 JUST COMPENSATION.

Payment of the Purchase Price and compensation under this Agreement shall be deemed Just Compensation and shall include fair market value, damages of whatever kind or nature arising out of the Grantee's acquisition of the Grantor's interest in realty, improvements, fixtures and equipment, and business interests including, without limitation, loss of business goodwill, loss of rent, bonus value, loss of inventory, equipment, patronage, and loss of opportunities.

## 2.3 CLOSE OF ESCROW.

Escrow shall close on or before sixty (60) 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, any party who is not then in default may, in writing, demand the return of its/his/her money and/or documents. Thereupon, subject to the provisions in paragraph 3, all obligations and liabilities of the parties under this Agreement shall cease and terminate. If no such demand is made, Escrow shall be closed as soon as possible.

## 2.4 CONDITION OF TITLE TO THE EASEMENT.

Grantor shall convey title to the Easements to Grantee as evidenced by 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. The Title Policy shall show as exceptions with respect to the Easements only matters approved in writing by Grantee. Any exceptions to title representing monetary liens or encumbrances 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 Easements at or prior to the Close of Escrow.

## 2.5 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.

## 2.6 EMINENT DOMAIN.

This Agreement is made by the parties in anticipation of possible eminent domain litigation and in lieu of involuntary acquisition by eminent domain. This Agreement is intended to be a resolution of all elements of "Just Compensation" to which Grantor may be entitled and such other elements of damage, benefits and assistance as are authorized by law. Grantee has made an offer to purchase the Property pursuant to California Government Code Section 7267.2. The parties desire by this Agreement to provide the terms and conditions for the purchase and sale of the Property.

## 2.7 TAX-DEFERRED EXCHANGE.

Grantor 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 Grantor in effecting such tax-deferred exchange. Grantor shall have the right, expressly reserved herein, to elect such tax-deferred exchange at any time before the Close of Escrow. Grantor and Grantee agree, however, that consummation of the purchase and sale of the Property is not conditioned on such exchange. If Grantor elects to make a tax-deferred exchange, Grantee agrees to execute such additional escrow instructions, deeds, documents, agreements, or instruments to effect this 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. Grantor agrees to hold Grantee harmless from any liability, damages, or costs, including reasonable attorney fees, that may arise from Grantee's participation in such exchange.

## 2.8 DUE DILIGENCE.

Grantee shall have fourteen (14) days from the Effective Date ("Contingency Date") to perform, in its sole discretion, its due diligence review of the condition of Property and all other matters concerning the Property, including without limitation, economic, financial, and accounting matters relating to or affecting the Property or its value, and the physical and environmental condition of the Property. Such physical inspection shall include, but not be limited to, the roof, HVAC systems, structural aspects of the structures, code compliance of improvements, operating and mechanical systems, and any other matters deemed necessary to Grantee. Prior to the Contingency Date, Grantee shall have made such inquiries, communicated with local, state and federal government agencies as it sees fit, retained such consultants, and taken such actions as Grantee deems necessary or appropriate to enter into this Agreement. On or before the Contingency Date, Grantee shall deliver written notice to Grantor accepting the Property, or terminating this Agreement. If Grantee fails to give such notice on or before the Contingency Date, Grantee shall be deemed to have accepted the Property and proceed with this Agreement.

## 2.9 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; and (iii) 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 Deed conveying the Easement, and (ii) such other documents and sums, if any, as are necessary to close Escrow in conformance herewith.

## 2.10 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; and

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

#### 2.11 GRANTOR' CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

For the benefit of Grantor, the Close of Escrow shall be conditioned upon 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 should not close for any reason, or under the conditions specified in paragraph 2.3, or in paragraph 7, or in any other paragraph hereunder, Grantee shall have the right to continue in possession and construct the works of improvement, and Grantor's purchase price and terms shall be determined by agreement of the parties, or absent an agreement, by a form of arbitration agreed to by the parties, or if they cannot so agree, then Grantee will initiate an action in eminent domain in which the issue will be to determine the amount of compensation to be paid. In the event that this escrow cannot close pursuant to paragraph 2.3 and there are no Hazardous Materials found on the Property as described in paragraph 4(e), the Purchase Price shall not be less than One Million One Hundred Thousand Dollars (\$1,100,000).

#### 4. REPRESENTATIONS AND WARRANTIES OF GRANTOR.

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

(a) Grantor holds title to an indefeasible estate in fee simple in the Property. Grantor is the sole owner of the Property and has good, absolute and marketable title to the Property and has full power and authority to own and sell and convey the Easements over, under and/or through 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 Grantor, Grantor'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 Grantors is at present a party, or by which Grantor is bound;

(c) Grantor 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 Grantor's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Property is pending, proposed or threatened;

(e) According to Grantor's knowledge, the Property is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions underlying the Property which could affect the Easements or its use, and



neither Grantor nor any other person or predecessor in interest have used, generated, manufactured, stored or disposed of on, under or about the Property, or transported to or from the Property, any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances ("Hazardous Materials"). For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, et seq; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, et seq; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time;

(f) In the event Grantee discovers Hazardous Materials, contaminated soil and/or water in, on or under the Property, Grantor shall be solely responsible for the removal and disposal of any and all such Hazardous Materials, contaminated soil and/or water;

(g) In the event Grantor fails to remove said Hazardous Materials, contaminated soil and/or water, Grantee or its designee shall have the right to remove and dispose of said Hazardous Materials, contaminated soil and/or water at Grantors' sole cost and expense. Grantor shall immediately reimburse Grantee for costs and expenses incurred by Grantee for the removal and disposal of any Hazardous Materials, contaminated soil and/or water upon receipt of a bill or invoices therefor. Grantor further agrees to indemnify and hold Grantee, its officers, employees, consultants and agents, harmless from any and all liability, costs, fines, penalties, charges and/or claims of any kind whatsoever related to the existence and removal of any Hazardous Materials, contaminated soil and/or water; and

(h) Grantor has 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. If not paid prior to Close of Escrow, Grantors hereby authorizes Escrow Holder to discharge said taxes, assessments, penalties and interest. Unless the Easements are assessed separately, Grantor also covenants and agrees to keep current, year-by-year, all taxes, assessments, penalties and interest levied and assessed against the Easements and the larger Property of which it is a part.

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, or, at Grantee's option, pay to Grantor 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 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.

6. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE.

A. By execution of this Agreement, Grantor, on behalf of herself and her respective heirs, executors, administrators, successors and assigns, hereby acknowledge that this Agreement provides full payment for the acquisition of the Easements by Grantee, and Grantor 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, on behalf of herself and her 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. Grantors further release and agree to hold Grantee harmless from any and all claims by reason of any leasehold interest in the Property.

C. Grantor hereby acknowledge that she has been advised by her 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, 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 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 Grantors may, at Grantor 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: David M. Fung, Trustee  
Hee-Sook Fung, Trustee  
3831 Diamante Place  
Encino, CA 91436-4149

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

Escrow Officer: Grace Kim  
Stewart Title Company  
2010 Main Street, Suite 250  
Irvine, CA 92614

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 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. Grantors 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 be required to refrain from disclosing the terms of this Agreement where: (i) she 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 Grantors, or any of her agents or employees, to maintain or compile her personal or business books or records; or (iv) disclosure is necessary or required in order for Grantors, or any of her 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.

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. 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.

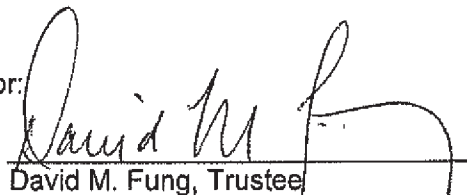
N. Counterparts. This Agreement may be signed in counterpart or duplicate copies, and any signed counterpart or duplicate copy shall be equivalent to a signed original for all purposes.

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.

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

DATED: 6/22/09

Grantor:

  
David M. Fung, Trustee

  
Hee-Sook Fung, Trustee

DATED: \_\_\_\_\_

Grantee:

CITY OF MORENO VALLEY

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

Its: \_\_\_\_\_

Attest: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

# EXHIBIT "A"

EXHIBIT "A"

That portion of the Northeast quarter of the Southeast quarter of Section 4, Township 3 South, Range 3 West, San Bernardino Meridian, in the City of Moreno Valley, County of Riverside, State of California, according to the official plat thereof on file in the District Land Office, said plat dated February 20, 1883, said portion described as follows:


**BEGINNING** at the Southeasterly corner of that certain parcel of land as conveyed to "David M. Fung and Hee-Sook Fung Revocable Trust" by Quitclaim Deed recorded February 15, 2006, as Document No 2006-0111968 in Official Records, County of Riverside, State of California;  
thence North 89° 32' 46" West, along the southerly line of said parcel 19.811 meters (65.00 feet);  
thence North 45° 27' 36" East 12.933 meters (42.43 feet);  
thence North 00° 27' 58" East 138.865 meters (455.59 feet) to the northerly line of said parcel;  
thence South 89° 32' 02" East, along said northerly line 10.667 meters (35.00 feet) to the easterly line of said parcel, said line also being the westerly line of Nason Street;  
thence along the easterly line of said parcel South 00° 27' 58" West 148.006 meters (485.58 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 29.53-20784 (20784-1)

IN THE CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE

EXHIBIT "B"  
SHEET 1 OF 1

CURVE DATA

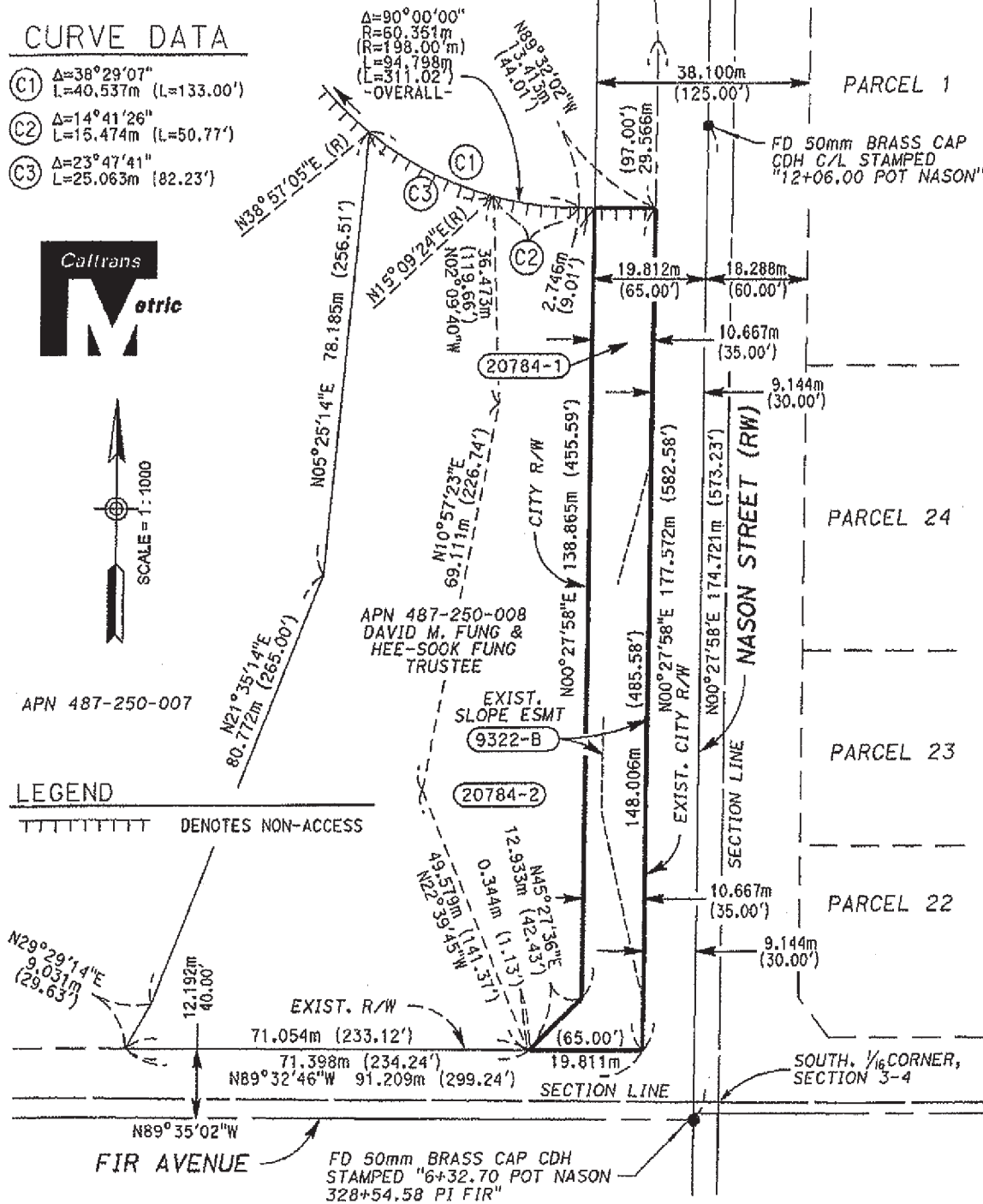
- (C1)  $\Delta=38^{\circ}29'07''$   
 $L=40.537m$  ( $L=133.00'$ )
- (C2)  $\Delta=14^{\circ}41'26''$   
 $L=15.474m$  ( $L=50.77'$ )
- (C3)  $\Delta=23^{\circ}47'41''$   
 $L=25.063m$  ( $L=82.23'$ )



APN 487-250-007

LEGEND

TTTTTTTT DENOTES NON-ACCESS



P.M. NO. 34411, P.M.B. 217/67-72



Associated Engineers, Inc.  
3311 EAST SHELBY STREET ONTARIO, CA . 91764  
TEL. (909) 980-1982 FAX: (909) 941-0891

AFFECTS APN 487-250-008

NASON STREET EASEMENT



# EXHIBIT "B"

EXHIBIT "A"

That portion of the Northeast Quarter of the Southeast Quarter of Section 4, Township 3 South, Range 3 West, San Bernardino Meridian, in the City of Moreno Valley, County of Riverside, State of California, according to the official plat thereof dated February 20, 1883, on file in the District Land Office, said portion described as follows:

**COMMENCING** at the Southeasterly corner of that certain parcel of land as conveyed to "David M. Fung and Hee-Sook Fung Revocable Trust" as described in Quitclaim Deed recorded February 15, 2006, as document No 2006-0111968 Official Records of said County;  
thence along the southerly line of said parcel North 89°32'46" West 19.811 meters (65.00 feet) to the **POINT OF BEGINNING**; thence continuing along said southerly line North 89°32'46" West 0.344 meters (1.13 feet); thence leaving said southerly line North 22° 39' 45" West 49.579 meters (162.66 feet); thence North 10°57'23" East 69.111 meters (226.74 feet); thence North 02°09'40" West 36.473 meters (119.66 feet) to the northerly line of said parcel, said northerly line being a non-tangent curve concave northerly and having a radius of 60.351 meters (198.00 feet), a radial line to said point bears South 15°09'24" West; thence easterly along said curve and along said northerly line, through a central angle of 14°41'26" a distance of 15.474 meters (50.77 feet); thence continuing along said northerly line South 89°32'02" East 2.746 meters (9.01 feet); thence South 00°27'58" West 138.865 meters (455.59 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.

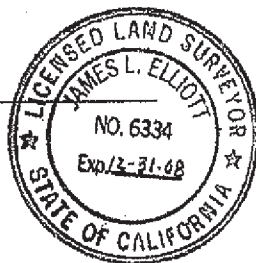
Multiply all distances shown by 1.00006355 to obtain ground level distances.

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 12/31/08



Date

Oct 14, 2008

08-RIV-60-KP 29.53-20784 (20784-2)

IN THE CITY OF MORENO VALLEY  
COUNTY OF RIVERSIDE

EXHIBIT "B"  
SHEET 1 OF 1

CURVE DATA

- (C1)  $\Delta=38^{\circ}29'07''$   
 $L=40.537m$  ( $L=133.00'$ )
- (C2)  $\Delta=14^{\circ}41'26''$   
 $L=15.474m$  ( $L=50.77'$ )
- (C3)  $\Delta=23^{\circ}47'41''$   
 $L=25.063m$  ( $82.23'$ )

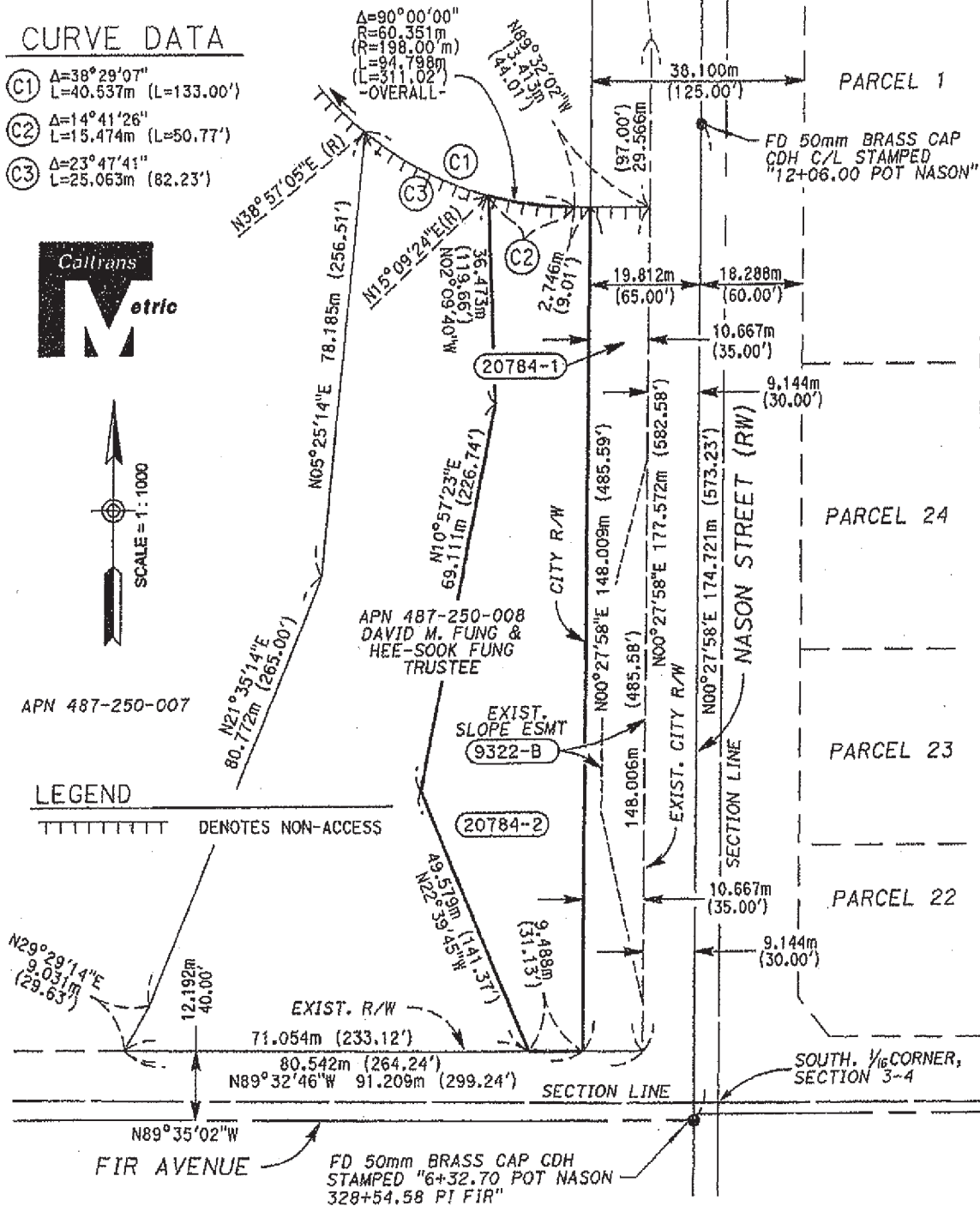


SCALE = 1:1000

APN 487-250-007

LEGEND

TTTTTTTT DENOTES NON-ACCESS



P.M. NO. 34411, P.M.B. 217/67-72



Associated Engineers, Inc.

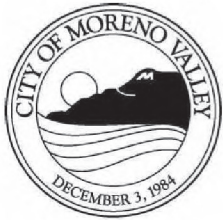
33 EAST SHELBY STREET ONTARIO, CA 91764  
TEL. (909) 980-1982 FAX: (909) 941-0891

AFFECTS APN 487-250-008

A PERMANENT EASEMENT FOR  
SLOPE AND UTILITY PURPOSES

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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 14, 2009

**TITLE:** PARCEL MAP 33930 – REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING NEWHOPE STREET INTO THE CITY’S MAINTAINED STREET SYSTEM

DEVELOPER – MORENO VALLEY HEALTH, LLC  
14143 DENVER WEST PARKWAY  
SUITE 500  
GOLDEN, CO 80401

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Adopt Resolution No. 2009-73 authorizing the acceptance of the public improvements for Parcel Map 33930 as complete and accepting Newhope Street into the City’s maintained street system.
2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received.

### ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

## **BACKGROUND**

Parcel Map 33930 was conditionally approved requiring construction of certain public improvements. The public improvements included asphalt paving, curb, gutter, sidewalk, driveway approaches, landscaping, street lights, storm drain, sewer, and water work. Those improvements received on-going inspection during the construction process. Upon completion of the improvements, Public Works/Land Development performed an inspection, and a punch list was generated. The required corrective actions have been completed, and the improvements are now eligible for acceptance into the City's maintained street system. Alessandro Boulevard, Ellsworth Street, and Veterans Way have already been accepted into the City's maintained street system. Newhope Street is proposed to be accepted into the City's maintained street system.

## **DISCUSSION**

The completed improvements have received a final inspection, and the improvements were completed in accordance with the approved plans and the standards of the City of Moreno Valley. In accordance with the Streets and Highway Code, the method for acceptance of improvements, per Section 1806, (a), and (b), is by action of the governing body, by resolution. It is therefore appropriate to accept those improvements into the City's maintained street system and to provide a 90% reduction to the Faithful Performance Bond of \$743,000 issued by Fidelity and Deposit Company of Maryland. Ninety days after City Council approves the Faithful Performance Bond reduction, the Material and Labor Bond will be exonerated by the City Engineer provided there are no stop notices or liens on file with the City Clerk. The remaining 10% of the bond will be held for the one-year guarantee and warranty period. At the end of the guarantee and warranty period the bond will be released by the City Engineer subject to completion of any defective work that may have appeared during this period.

## **ALTERNATIVES**

1. Adopt the proposed Resolution authorizing the acceptance of the public improvements for Parcel Map 33930 as complete and accepting Newhope Street into the City's maintained street system. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor Bond in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance Bond in one year when all clearances are received. *The required improvements have been completed according to City of Moreno Valley Standards and therefore should be included in the City's maintained street system.*
2. Do not adopt the proposed Resolution authorizing the acceptance of the public improvements for Parcel Map 33930 as complete and accepting Newhope Street

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

### **FISCAL IMPACT**

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

### **CITY COUNCIL GOALS**

Not applicable

### **NOTIFICATION**

Publication of agenda

### **EXHIBITS**

Exhibit "A" - Vicinity Map

Exhibit "B" - Proposed Resolution

Prepared By  
Clement Jimenez  
Senior Engineer, P.E.

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

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

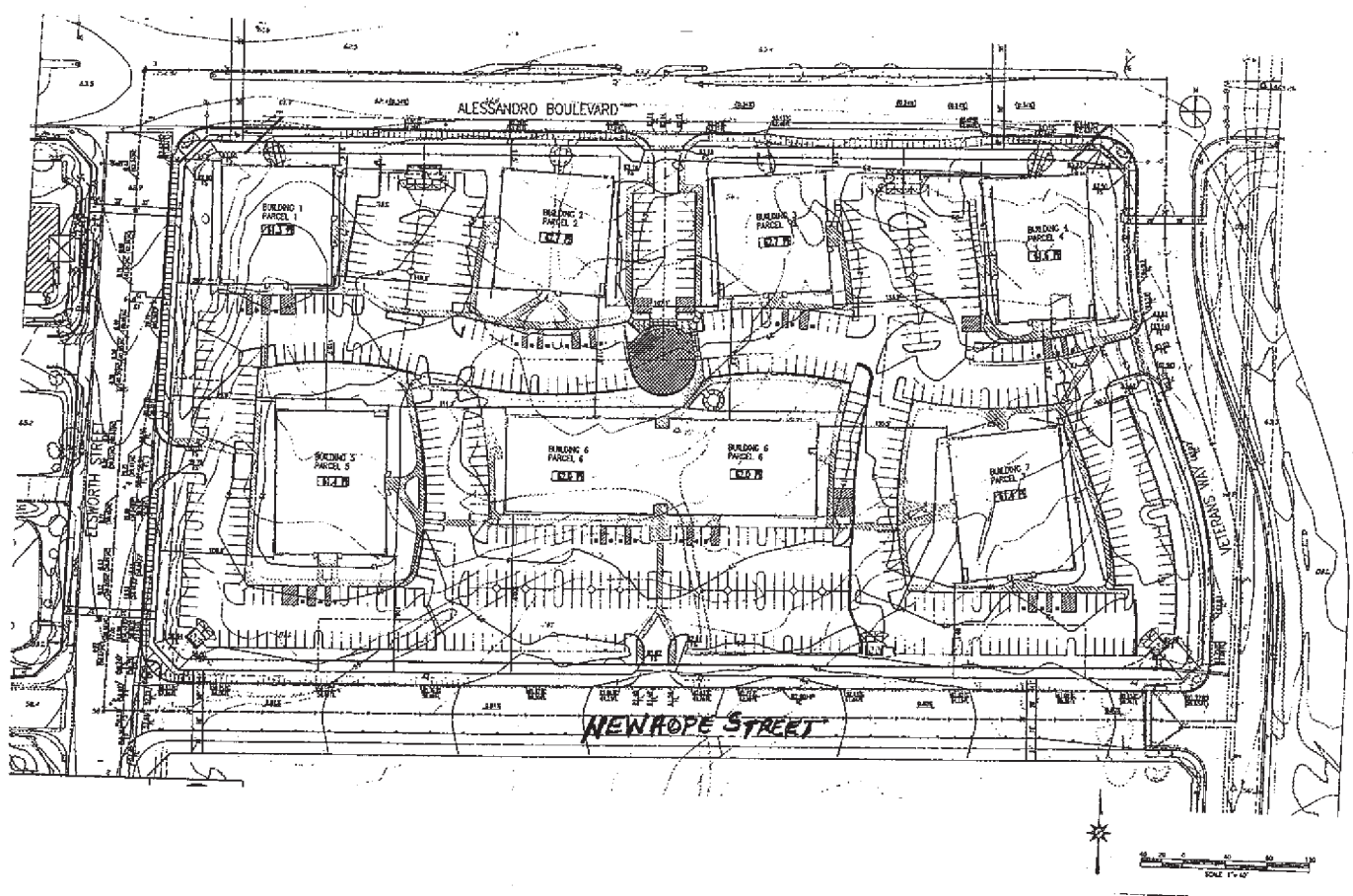
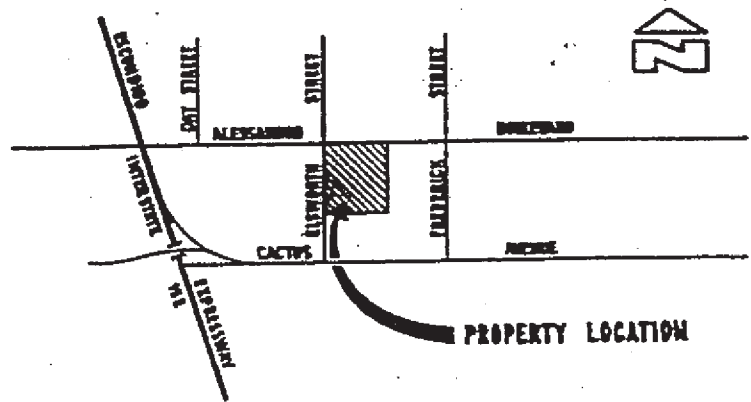
Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

w:\landdev\management assistant\staff reports\2009 stf rpts\7-14-09 PM 33930 – 90% Reduction Resolution.doc



**VICINITY MAP :**

NOT TO SCALE



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

**PARCEL MAP 33930  
VICINITY MAP**

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RESOLUTION NO. 2009-73

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE ASSOCIATED WITH PARCEL MAP 33930, AND ACCEPTING NEWHOPE STREET INTO THE CITY'S MAINTAINED STREET SYSTEM

WHEREAS, the City Engineer has determined that the public improvements constructed by Moreno Valley Health, LLC on Newhope Street was constructed according to the approved plans on file with the City of Moreno Valley, and

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

WHEREAS, the City Engineer has requested that the City Council authorize the acceptance of said public improvements as complete associated with Parcel Map 33930, and accept Newhope Street into the City's maintained street system, and

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

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Moreno Valley that the public improvements associated with Parcel Map 33930 are complete, and Newhope Street is accepted into the City's maintained street system.

APPROVED AND ADOPTED this 14<sup>th</sup> day of July, 2009.

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_

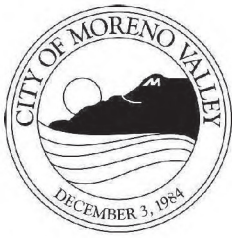
City Attorney

EXHIBIT "B"

RESOLUTION JURAT

[Clerk's office will prepare]

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



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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 14, 2009

**TITLE:** APPROVE AGREEMENT WITH SOUTHERN CALIFORNIA EDISON (SCE) FOR REPLACEMENT OF OVERHEAD DISTRIBUTION FACILITIES FOR SR-60/NASON INTERCHANGE IMPROVEMENTS PROJECT  
PROJECT NO. 98-25897

---

### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "Agreement for Replacement of Overhead With Underground Distribution Facilities" with Southern California Edison (SCE) to replace existing overhead distribution facilities located along the right shoulder of East Bound SR-60 with underground distribution facilities located along Morrison Street, Eucalyptus Avenue, Fir Avenue, and Nason Street and subsequently remove the existing overhead distribution lines located along the right shoulder of East Bound SR-60 for the SR-60/Nason Street Interchange Improvements Project.
2. Authorize the City Manager to execute the "Agreement for Replacement of Overhead With Underground Distribution Facilities" with SCE in the form attached hereto.
3. Authorize the issuance of two Purchase Orders to SCE totaling \$2,412,138.07 (\$2,010,115.06 plus 20% contingency) for SCE improvements for the SR-60/Nason Interchange project (\$1,206,069.04 from Account No. 125.89720 and \$1,206,069.03 from Account No. 415.70024).
4. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreement with SCE up to, but not exceeding,

the total purchase order contingency amount of \$402,023.01, subject to the approval of the City Attorney.

5. Authorize a full road closure of Fir Avenue from Tulip Tree Road to Nason Street and minor street closures up to 30 days maximum to facilitate smooth construction operations as authorized by the Public Works Director between July 1, 2009 and January 31, 2010.
6. Authorize the Public Works Director to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen issues.

## **BACKGROUND**

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

Caltrans has required that all utilities be relocated out of both the SR-60/Nason Interchange and the SR-60/Moreno Beach Interchange, including removing SCE's overhead facilities along SR-60. SCE has demonstrated that they have prior rights. Therefore, the interchange projects bear the relocation costs. Through extensive negotiations over the past two years, the City, Caltrans and SCE evaluated several alternatives for relocating SCE's facilities. The selected route was chosen as the most cost effective alternative. SCE has prepared relocation plans and has received bids. Once bids were received, SCE prepared the "Agreement for Replacement of Overhead with Underground Distribution Facilities" (Attachment "B").

## **DISCUSSION**

The "Agreement for Replacement of Overhead with Underground Distribution Facilities" identifies financial and other arrangements between the City and SCE. Pursuant to Section B of Utility's Rule No. 20, the Agreement shows the City's net contribution to relocating the facilities.

The selected underground alignment for SCE's new facilities is the most cost effective route for several reasons. First, the route does not require the purchase of new rights-of-way. Second, SCE, under Section B of Utility's Rule 20 program, provides a credit for the cost of an "equivalent overhead" facility along the same route. SCE also bears the cost of removals. The credit plus the removal total over \$500,000 in savings. Third, the route benefits two separate City interchange projects. This approach saves money by eliminating the need for purchasing interim rights-of-way and constructing interim connections to the existing system for each individual project. Fourth, undergrounding the facilities improves the reliability of the City's electrical grid, enhances safety by removing overhead wires, and improves aesthetics in the area.

SCE will award and administer the project, including construction administration, surveying and materials testing. Construction is expected to begin in late July 2009 and be completed by January 2010.

The project plans require a full road closure of Fir Avenue between Tulip Tree Road and Nason Street and other minor collector and local street closures to facilitate the construction of underground distribution facilities. The road closures will be for a maximum of thirty (30) calendar days and a 30-day time extension for potential unforeseen conditions. The request for the road closures is due to major improvement work in physically restricted areas, including trenching, installation of conduit, placement of backfill material, asphalt paving, and striping. All of the work will be reviewed by inspectors from SCE and the City of Moreno Valley.

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

## **ALTERNATIVES**

1. Approve the "Agreement for Replacement of Overhead With Underground Distribution Facilities" with Southern California Edison (SCE) to replace existing overhead distribution facilities located along the right shoulder of East Bound SR-60 with underground distribution facilities located along Morrison Street, Eucalyptus Avenue, Fir Avenue, and Nason Street and subsequently remove the existing overhead distribution lines located along the right shoulder of East Bound SR-60 for the SR-60/Nason Street Interchange Improvements Project; authorize the City Manager to execute the "Agreement for Replacement of Overhead With Underground Distribution Facilities" with SCE in the form attached hereto; authorize the issuance of two Purchase Orders to SCE totaling \$2,412,138.07 (\$2,010,115.06 plus 20% contingency) for SCE improvements for the SR-60/Nason Interchange project (\$1,206,069.04 from Account No. 125.89720 and \$1,206,069.03 from Account No. 415.70024); authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreement with SCE up to, but not exceeding, the total purchase order contingency amount of \$402,023.01, subject to the approval of the City Attorney; authorize a full road closure of Fir Avenue from Tulip Tree Road to Nason Street for 30 days and minor street closures up to 30 days maximum to facilitate smooth construction operations as authorized by the Public Works Director between July 1, 2009 and January 31, 2010; and authorize the Public Works Director to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen issues. *This alternative allows the City to complete the SR-60/Nason Interchange Improvements Project on schedule.*

2. Do not approve the "Agreement for Replacement of Overhead With Underground Distribution Facilities" with Southern California Edison (SCE) to replace existing overhead distribution facilities located along the right shoulder of East Bound SR-60 with underground distribution facilities located along Morrison Street, Eucalyptus Avenue, Fir Avenue, and Nason Street and subsequently remove the existing overhead distribution lines located along the right shoulder of East Bound SR-60 for the SR-60/Nason Street Interchange Improvements Project; do not authorize the City Manager to execute the "Agreement for Replacement of Overhead With Underground Distribution Facilities" with SCE in the form attached hereto; do not authorize the issuance of two Purchase Orders to SCE totaling \$2,412,138.07 (\$2,010,115.06 plus 20% contingency) for SCE improvements for the SR-60/Nason Interchange project (\$1,206,069.04 from Account No. 125.89720 and \$1,206,069.03 from Account No. 415.70024); do not authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreement with SCE up to, but not exceeding, the total purchase order contingency amount of \$402,023.01, subject to the approval of the City Attorney; do not authorize a full road closure of Fir Avenue from Tulip Tree Road to Nason Street for 30 days and minor street closures up to 30 days maximum to facilitate smooth construction operations as authorized by the Public Works Director between July 1, 2009 and January 31, 2010; and do not authorize the Public Works Director to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen issues. *This alternative will result in delaying the construction of needed utility relocations for the SR-60/Nason Street Interchange Improvements Project.*

**FISCAL IMPACT**

The Agreement allows the City to proceed with SCE utility relocation. The cost to relocate SCE's facilities is \$2,010,115.06 and will be split evenly between the two interchange projects (Account Nos. 125.89720 and 415.70024). The estimate provided by SCE is subject to adjustment after completion of the work based on actual costs. In addition, the City has the opportunity to review all change orders during construction. The SCE relocation work will be funded by Measure A (Fund 125) and TUMF (Fund 415) funds. There is no impact to the General Fund.

**SR-60/NASON INTERCHANGE**

**FY 2009/2010 BUDGETED FUNDS\***

TEA 21 Demonstration Funds (125.89720).....	\$4,500,000
STPL Discretionary Funds (125.89720) .....	\$1,770,000
Measure "A" Funds (125.89720) .....	\$3,744,000
TUMF Funds (415.NEW).....	\$1,000,000
<b>Total Available Funds .....</b>	<b>\$11,014,000</b>

\* Contingent upon adoption of FY 2009/2010 Budget



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

Estimated Interchange Construction Costs .....	\$ 7,540,000
Utility Relocation – EMWD .....	\$ 177,000
Utility Relocation - SCE .....	\$ 1,206,000
Remaining Interchange Right-of-Way Acquisition .....	\$ 2,091,000
<b>Total Estimated Costs.....</b>	<b>\$11,014,000</b>

**ANTICIPATED PROJECT SCHEDULE**

Complete Interchange Right-of-Way Acquisition.....	July 2009
Interchange Utility Relocation Construction Phase .....	May 2009 to January 2010
Interchange Construction .....	February 2010 to February 2011

**SR-60/MORENO BEACH INTERCHANGE**

**FY 2009/2010 BUDGETED FUNDS\***

TUMF Funds (Account 415.70024) .....	\$3,309,000
<b>Available Funds.....</b>	<b>\$3,309,000</b>

*\* Contingent upon adoption of FY 2009/2010 Budget*

**FY 2009/2010 ESTIMATED DESIGN & RIGHT-OF-WAY COSTS**

Interchange Design .....	\$ 810,000
SCE Utility Relocation .....	\$1,206,000
Remaining Interchange Right-of-Way Acquisition .....	\$1,293,000
<b>Total Estimated Costs.....</b>	<b>\$3,309,000</b>

**ANTICIPATED PROJECT SCHEDULE**

Complete SCE Utility Relocation.....	January 2010
Complete Interchange Design.....	March 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 "Agreement for Replacement of Overhead With Underground Distribution Facilities" identifies financial and other arrangements between the City and SCE for the relocation of electrical lines for the SR-60/Nason Interchange improvements project and the SR-60/Moreno Beach Interchange project.

**ATTACHMENTS**

Attachment "A" – Location Map

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

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

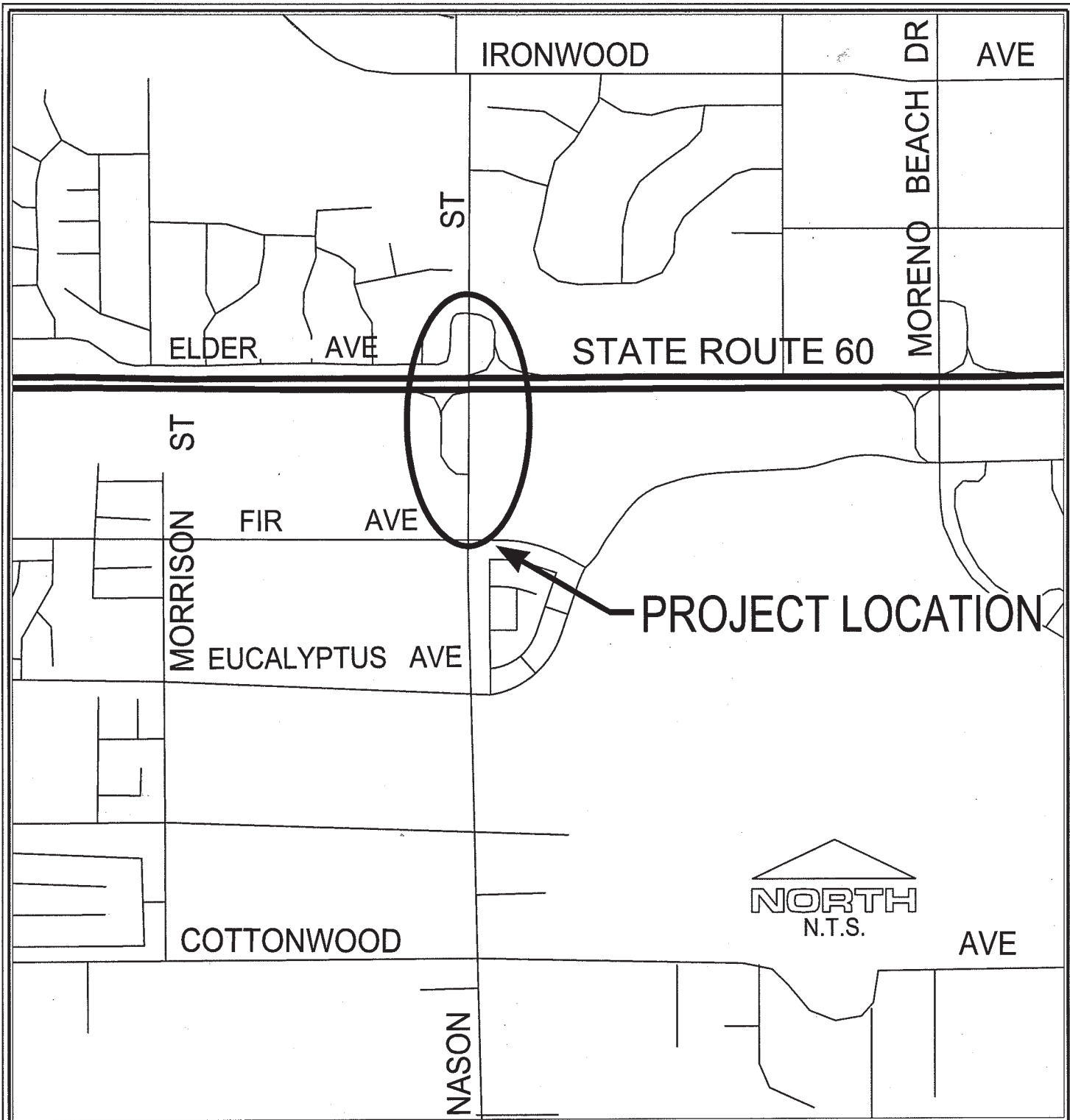
Department Head Approval  
 Chris A. Vogt, P.E.  
 Public Works Director/City Engineer

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

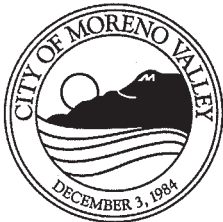
Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:
Denied:	Continued until:
Other:	Hearing set for:

W:\CapProj\CapProj\PROJECTS\Marge - 98-25897 Route 60-Nason Interchange\CC Reports\SCE Reimbursement Agmt (Rule 20B) Staff Rpt - 071409 - V2.doc)

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# NASON STREET



LOCATION MAP  
Public Works Department  
Capital Projects Division

ATTACHMENT "A"

STATE ROUTE 60 & NASON STREET  
Project No. 98-25897  
INTERCHANGE IMPROVEMENTS

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**AGREEMENT FOR REPLACEMENT  
OF OVERHEAD WITH UNDERGROUND DISTRIBUTION FACILITIES**

(Installation by Utility)

THIS AGREEMENT, made this 26<sup>TH</sup> day of MAY, 2009,  
between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Utility", and the  
party or parties whose names are subscribed hereunder as "Applicants",

WITNESSETH:

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

*SOUTH OF SR-60, BETWEEN MORENO BEACH + MORRISON,  
ALONG EUCALYPTUS, FIR, MORRISON + NASON ROADWAYS,  
WITHIN THE CITY OF MORENO VALLEY,*

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

WHEREAS,

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

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

WHEREAS, Applicants have requested Utility to furnish and install the pads and vaults for  
transformers and associated equipment, conduits, ducts, boxes, and electrolier bases and to perform other work  
related to structures and substructures including breaking of pavement, trenching, backfilling, and repaving required  
in connection with installation of the underground system; and

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

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

1. Applicants will pay to Utility concurrently with the execution hereof the nonrefundable amount of  
\$ 1,108,794.05, which is the excess, if any, of the estimated costs, including breaking of pavement,  
trenching, backfilling, and paving required in connection with installation of the underground system, and of  
\$ 901,321.01, the excess, if any, of the estimated costs including transformers, meters, and services,  
of completing the underground system and building a new equivalent overhead system. The amount contributed by  
each of said Applicants is shown hereinafter.

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

**Attachment "B"**

3. Said underground distribution facilities will be and will remain the property of Utility.

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

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

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

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

7-7188, 6777-7119 / TD 217845

SOUTHERN CALIFORNIA EDISON COMPANY

By Gerald Dedeaux/em  
REGION OR DIVISION MANAGER

San Jacinto  
REGION OR DIVISION

SIGNATURE OF APPLICANTS	ADDRESS	AMOUNT CONTRIBUTED
_____	_____	\$ <u>2,010,115.06</u>
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
TOTAL		\$ <u>2,010,115.06</u>

Witness \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_





**SOUTHERN CALIFORNIA  
EDISON\***

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

MARGE LAZARUS  
PO BOX 88005  
MORENO VALLEY CA 92552 0805

Invoice #	61646
Invoice Date:	05/26/2009
SCE Contact:	Lyle A Treend
Telephone:	(951)-928-8323
Install - Billing Option:	

Description		Amount
Service Request Number: 1081043 Project Address: W/O NASON ST TO E/O NASON ST XSTRT MORENO VALLEY CA 92555 W/O NASON ST TO E/O NASON ST, MORENO VALLEY, 6077-7182 7-7187, 6777-7119 7-7188		
Item #	64977 77188 65259	\$2,010,115.06
217845 - RULE 20B - UG INSTALL		
Previous Payment		\$0
<ul style="list-style-type: none"> <li>* Enclosed are 2 copies of our invoice. Please return 1 copy of the invoice with your payment</li> <li>* All prices are applicable for a period of 90 days from this date and are subject to change thereafter.</li> <li>* Please return all applications and/or contracts fully completed.</li> <li>* Easement documents will be mailed directly to you from our Right of Way department. Please complete and return them as soon as possible, as we will not be able to proceed with the project without clearance</li> <li>* An Edison Inspector must approve all underground systems. Please call your designated inspector 48 hours prior to construction to schedule an inspection.</li> <li>* Call the Edison company at 1-800-655-4555 to make application for electrical service.</li> </ul>		
Invoice Total		\$2,010,115.06

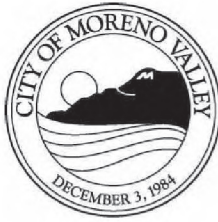
Please detach and return payment stub with payment

Payment Stub      Please pay total amount now due:      \$2,010,115.06

Invoice #: 61646  
  
MARGE LAZARUS  
PO BOX 88005  
MORENO VALLEY CA 92552 0805

Thank you for paying promptly  
Make check payable to Southern California Edison  
26100 MENIFEE ROAD  
MENIFEE CA 92585

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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 14, 2009

**TITLE:** TRACTS 27251 AND 27251-1 – PARTIALLY REDUCE FAITHFUL PERFORMANCE SECURITIES AND ACCEPT THE PARTIAL PUBLIC IMPROVEMENTS AS COMPLETE

DEVELOPER – RICHLAND PALMDALE DEVELOPERS, LLC  
A DELAWARE LIMITED LIABILITY COMPANY  
4100 NEWPORT PLACE, SUITE 800  
NEWPORT BEACH, CA 92660

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### RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the partial Public Improvements, as complete, but not into the City's maintained street system.
2. Authorize the City Engineer to execute the partial reductions to the Faithful Performance securities, exonerate the portion of the Material and Labor securities associated with the completed improvements in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance security in one year when all clearances are received.
3. Authorize the Mayor to execute the attached Amendments to Agreements for Public Improvements for Tracts 27251 and 27251-1.
4. Instruct the City Clerk to forward the completed Amendments to Agreements for Public Improvements to the County Recorder's Office for recordation.

**ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable.

**BACKGROUND**

On October 29, 2002, the City Council for the City of Moreno Valley approved the final map and accepted the Agreement for Public Improvements and security for Tract 27251-1 from Richland Meadowland, Ltd. On September 13, 2005, the City Council for the City of Moreno Valley approved the final map and accepted the Agreement for Public Improvements and security for Tract 27251 from Richland Meadowland, Ltd.

Richland Meadowland, Ltd. sold Tracts 27251 and 27251-1 to Richmond American Homes of California, Inc. and the City Council accepted the substitute agreements and bonds on July 11, 2006. Richmond American Homes of California Inc. sold Tracts 27251 and 27251-1 to Richland Palmdale Developers, LLC a Delaware limited liability company (Richland Palmdale) and the City Council accepted the substitute agreements and bonds on July 8, 2008. Accompanying the substitution agreement for Tract 27251 was a Faithful Performance bond for \$6,044,000 and a Material and Labor bond for \$3,022,000 issued by Bond Safeguard Insurance Company. Accompanying the substitution agreement for Tract 27251-1 was a Faithful Performance bond for \$5,689,000 and a Material and Labor bond for \$2,844,500 issued by Bond Safeguard Insurance Company. Richland Palmdale has requested a partial reduction to the Faithful Performance bonds for Tracts 27251 and 27251-1 for the public improvements that have been completed.

The public improvements for both tracts include asphalt paving, curb, gutter, sidewalk, driveway approaches, street lights, landscaping, storm drain, water, and sewer. These public improvements received on-going inspection during the construction process. The Public Works/Land Development inspection staff performed an inspection and the remaining improvements include but not limited to asphalt paving, curb and gutter, slurry seal, sidewalk, driveway approaches, ADP access, traffic barricades, traffic striping and signing, survey monuments, street landscaping, street lights, storm drain system, water and sewer system, erosion control, basin walls and landscaping.

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

On April 16, 2008, the Public Improvements Security Reduction and Foreclosure Policy (LDD Policy No. 2008-09) was approved. The policy allows one (1) partial reduction to the Faithful Performance security prior to 100% completion of the project. The approval of the partial reduction for the public improvements will not begin the one year warranty period. The one year warranty period will be effective when all the improvements are complete and approved by City Council.

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

## **DISCUSSION**

Public Works, Land Development staff has identified that \$2,566,069 worth of public improvements have been completed for Tract 27251 and \$3,861,178 worth of public improvements have been completed for Tract 27251-1 in accordance with the approved plans and the standards of the City of Moreno Valley. It is therefore appropriate to accept those improvements as complete and to provide a partial reduction of \$2,566,069 of the Faithful Performance security for Tract 27251 and to provide a partial reduction of \$3,861,178 of the Faithful Performance security for Tract 27251-1 in accordance with LDD Policy No. 2008-09 and SMA Section 66499.7.a. The Material and Labor bonds, warranty portions of the Faithful Performance bonds and the remaining securities held for hard cost contingency, soft cost contingency, and potential legal costs will be eligible for reduction once the projects are 100% complete and accepted by City Council. This action begins the one year warranty period. At that time the City will take over the maintenance of the projects.

The developer has submitted the proposed Amendments to Agreement for Public Improvements and revised Engineer's Cost Estimates (Exhibits A.1) for Tracts 27251 and 27251-1. The amendment reduces the Faithful Performance security for Tract 27251 from \$6,044,000 to \$3,477,931 for the remaining improvements to be completed and reduces the Faithful Performance security for Tract 27251-1 from \$5,689,000 to \$1,827,822 for the remaining improvements to be completed.

## **ALTERNATIVES**

1. Accept the partial Public Improvements, as complete, but not into the City's maintained street system. Authorize the City Engineer to execute the partial reductions to the Faithful Performance securities, exonerate the portion of the Material and Labor securities associated with the completed improvements in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance security in one year when all clearances are received. Authorize the Mayor to execute the attached Amendments to Agreements for Public Improvements for Tracts 27251 and 27251-1. Instruct the City Clerk to forward the completed Amendments to Agreements for Public Improvements to the County Recorder's Office for recordation. *The partial improvements have been completed according to City of Moreno Valley Standards but not included in the City's maintained street system.*

2. Do not accept the partial Public Improvements, as complete, but not into the City's maintained street system. Do not authorize the City Engineer to execute the partial reductions to the amounts of the Faithful Performance securities, exonerate the portion of the Material and Labor securities associated with the completed improvements in 90 days if there are no stop notices or liens on file with the City Clerk, and exonerate the final 10% of the Faithful Performance security in one year when all clearances are received. Do not authorize the Mayor to execute the attached Amendments to Agreements for Public Improvements for Tracts 27251 and 27251-1. Do not instruct the City Clerk to forward the completed Amendments to Agreements for Public Improvements to the County Recorder's Office for recordation. *The partial improvements have been completed according to City of Moreno Valley Standards but not included in the City's maintained street system.*

**FISCAL IMPACT**

Not applicable.

**CITY COUNCIL GOALS**

Not applicable.

**NOTIFICATION**

Publication of agenda.

**EXHIBITS**

Exhibit "A" – Vicinity Maps

Exhibit "B" – Amendment to Agreement for Public Improvements for Tract 27251

Exhibit "C" – Faithful Performance Bond Decrease Rider for Tract 27251

Exhibit "D" – Amendment to Agreement for Public Improvements for Tract 27251-1

Exhibit "E" – Faithful Performance Bond Decrease Rider for Tract 27251-1

Prepared By  
 Anitra N. Holt  
 Management Analyst

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

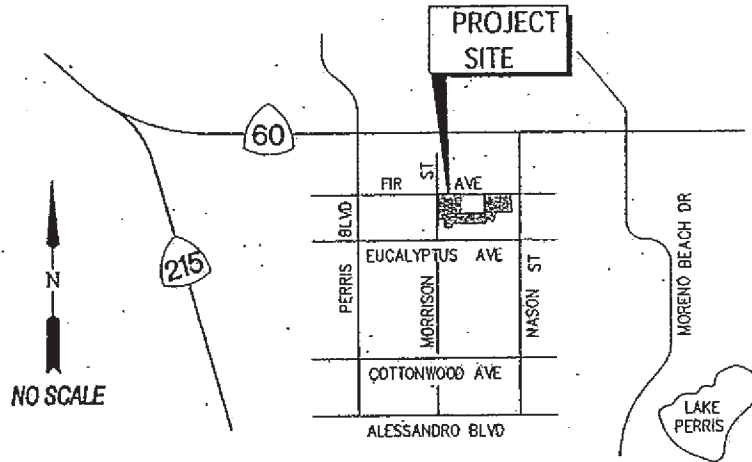
Concurred By  
 Mark W. Sambito, P.E.  
 Engineering Division Manager

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

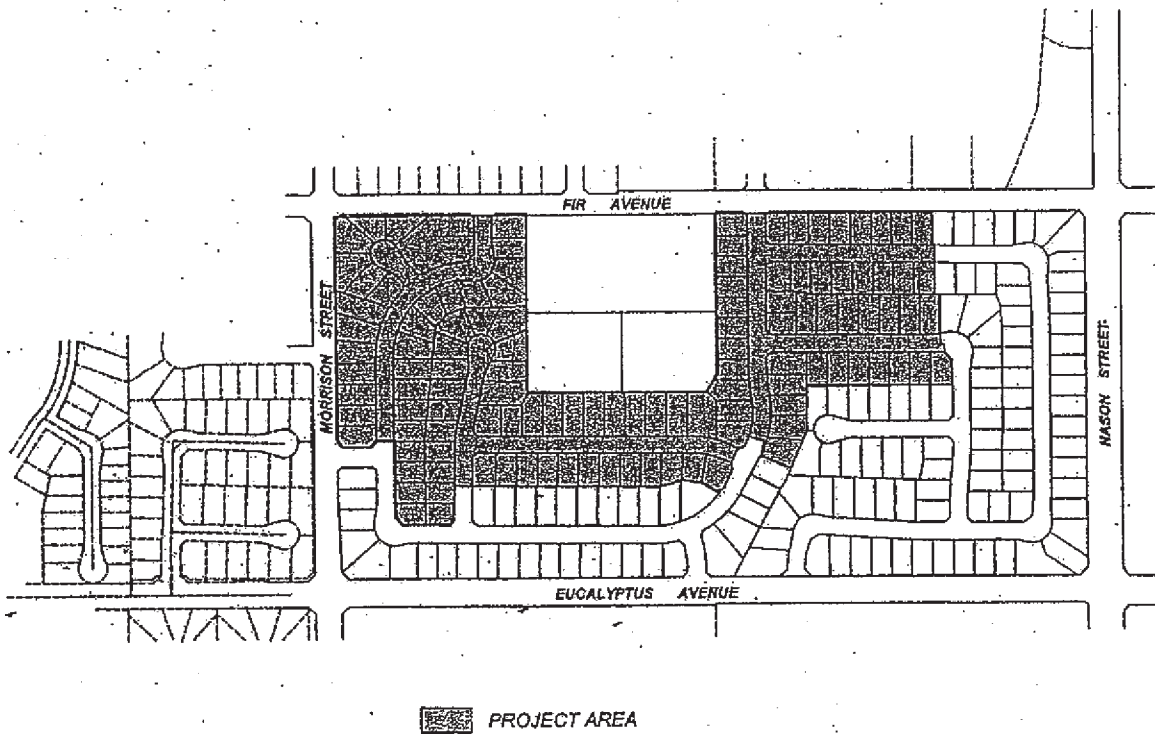
W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2009 StfRpts\7-14-09 TR 27251 - Partial Security Reduction - Not Accepting Streets.doc

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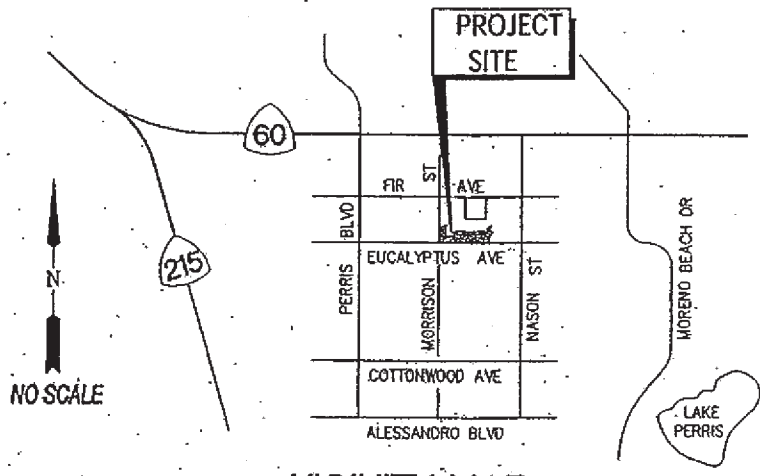


VICINITY MAP

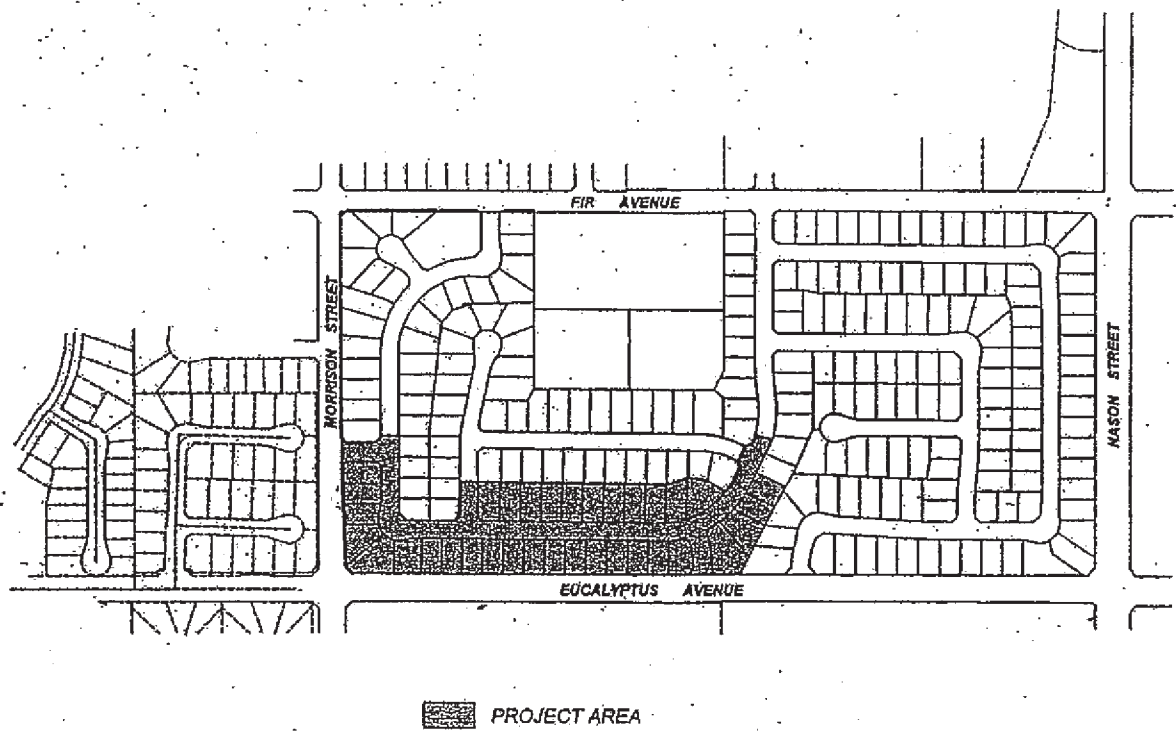


**CITY OF MORENO VALLEY  
PUBLIC WORKS - LAND DEVELOPMENT**

**TRACT 27251  
VICINITY MAP**



VICINITY MAP



 PROJECT AREA

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

**TRACT 27251-1  
VICINITY MAP**

**AMENDMENT TO AGREEMENT FOR PUBLIC IMPROVEMENTS  
FOR TRACT MAP 27251**

This Amendment to Agreement for Public Improvements is made and entered into by and between the City of Moreno Valley, hereinafter "City", and **RICHLAND PALMDALE DEVELOPERS, LLC A DELAWARE LIMITED LIABILITY COMPANY**, hereinafter "Contractor", on the date signed by the City Engineer.

1. RECITALS:

- (a) The City and the Contractor entered into an Agreement for Public Improvements hereinafter called the "Original Agreement" (Doc #2009-0049226) on July 8, 2008. That agreement expires on July 8, 2010.
- (b) The City and the Contractor wish to amend the Original Agreement as hereinafter provided.

2. AMENDMENT TO ORIGINAL AGREEMENT:

- (a) Based upon the foregoing Recitals, the City and the Contractor hereby amend the Original Agreement, with the estimated cost of said work and improvements, pursuant to the Estimate of Cost labeled Exhibit A.1 attached hereto.
- (b) The security currently on file is to remain in effect unless replacement security is being provided with this Amendment to Agreement for Public Improvements. The security should reflect the amount listed on Exhibit A.1.

3. LIMITED EFFECT:

Except as herein otherwise provided, the terms and conditions of the Original Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the Contractor and the City have duly caused this Amendment to the Original Agreement to be executed as of the date executed by the City Council.

**RICHLAND PALMDALE DEVELOPERS, LLC A DELAWARE LIMITED LIABILITY COMPANY,**

By:   
Signature

John C. Troutman, Vice President  
Print Name & Title

By:   
Signature

John Falliers VP  
Print Name & Title

ATTEST

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

CITY OF MORENO VALLEY

APPROVED AS TO FORM:

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

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

Original-City Clerk Pink-Contractor Green-Surety Company Blue-Project File

NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.

**EXHIBIT "B"**

EXHIBIT "A.1"  
ENGINEER'S ESTIMATE

Sheet 1 of 8

PROJECT: Tract: 27251

DATE: 04/23/09  
PREPARED BY: Anitra Holt

OFFSITE PAVEMENT SECTIONS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL	
<b>Street Work - Non DIF Non TUMF</b>					
A.B. Class II - Street 1	1	Thickness (ft.)	0 C.Y.	20.00	0
	0	S.F.	0 Ton	55.00	0
A.C. - Street 1	0	Thickness (ft.)	0 Ton	90.00	0
	0	S.F.	0 C.Y.	20.00	0
A.B. Class II - Street 2	0	Thickness (ft.)	0 Ton	55.00	0
	0	S.F.	0 Ton	90.00	0
A.C. - Street 2	0	Thickness (ft.)	0 Ton	90.00	0
	0	S.F.	0 C.Y.	20.00	0
A.B. Class II - Street 3	0	Thickness (ft.)	0 Ton	55.00	0
	0	S.F.	0 Ton	90.00	0
A.C. - Street 3	0	Thickness (ft.)	0 C.Y.	20.00	0
	0	S.F.	0 Ton	90.00	0
A.B. Class II - Street 4	0	Thickness (ft.)	0 Ton	55.00	0
	0	S.F.	0 Ton	90.00	0
A.C. - Street 4	0	Thickness (ft.)	0 Ton	90.00	0
	0	S.F.	0 Ton	90.00	0
<b>Street Work - DIF</b>					
A.B. Class II - Street 1	0	Thickness (ft.)	0 C.Y.	20.00	0
	0	S.F.	0 Ton	0.00	0
A.C. - Street 1	0	Thickness (ft.)	0 Ton	71,488.00	71,488
	1	L.S.	0 C.Y.	20.00	0
A.B. Class II - Shawnee	0	Thickness (ft.)	0 Ton	101,881.00	101,881
	1	L.S.	0 Ton	101,881.00	101,881
A.C. - Street 2	0	Thickness (ft.)	0 Ton	100,028.00	100,028
	1	L.S.	0 C.Y.	20.00	0
A.B. Class II - Street 3	0	Thickness (ft.)	0 Ton	55.00	0
	0	S.F.	0 Ton	90.00	0
A.C. - Street 3	0	Thickness (ft.)	0 C.Y.	20.00	0
	0	S.F.	0 Ton	90.00	0
A.B. Class II - Street 4	0	Thickness (ft.)	0 Ton	55.00	0
	0	S.F.	0 Ton	90.00	0
A.C. - Street 4	0	Thickness (ft.)	0 Ton	90.00	0
	0	S.F.	0 Ton	90.00	0
SUBTOTAL:				273,397	

EXHIBIT "A.1"  
ENGINEER'S ESTIMATE

Sheet 2 of 8

PROJECT: Tract 27251

DATE: 04/23/09  
PREPARED BY: Anitra Holt

OFFSITE STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Offsite Street Work</b>				
<b>Pavement</b>				
Grind & Pave 0.15'	0	S.F.	3.25	0
A.C. Cap	0	Ton	90.00	0
A.C. Overlay	0	Ton	90.00	0
Slurry Seal (Based on \$150/Ton Type II)	1	L.S.	16,075.00	16,075
Sawcut	0	L.F.	1.50	0
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
A.C. Berm - 6"	0	L.F.	10.00	0
A.C. Berm - 8"	0	L.F.	15.00	0
Adjust M.H. to Grade	0	EA.	800.00	0
Adjust Water Valve to Grade	0	EA.	400.00	0
Remove & Dispose Existing Pavement & Base	0	SF	3.00	0
Remove Existing Curb & Gutter	0	L.F.	12.00	0
<b>Concrete</b>				
P.C.C. Paving - 6"	0	S.F.	14.00	0
P.C.C. Paving - 8"	0	S.F.	16.00	0
Curb and Gutter - 6"	1	L.S.	51,040.00	51,040
Curb and Gutter - 8"	0	L.F.	25.00	0
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	25.00	0
Curb Only - 6"	0	L.F.	18.00	0
Curb Only - 8"	0	L.F.	20.00	0
Curb Only - 8" (DIF Street Name)	0	L.F.	20.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	20.00	0
Cross Gutter and Spandrel	0	S.F.	15.00	0
Sidewalk	1	L.S.	194,040.00	194,040
Sidewalk (DIF Street Name)	0	S.F.	7.00	0
Sidewalk (TUMF Street Name)	0	S.F.	7.00	0
Driveway Approach - 6"	1	L.S.	170,240.00	170,240
Driveway Approach - 8"	0	S.F.	16.00	0
Wheelchair Ramp	1	L.S.	7,200.00	7,200
Alley Approach - 8"	0	S.F.	16.00	0
1/2 Alley Apron	0	S.F.	16.00	0
Barricade	1	L.S.	12000.00	12,000
<b>Other</b>				
Undergrounding of Utilities	0	L.F.	184.00	0
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Bus Bay	0	EA.	20,000.00	0
Monuments	1	L.S.	22000.00	22,000
			<b>SUBTOTAL:</b>	<b>472,595</b>

EXHIBIT "A.1"  
ENGINEER'S ESTIMATE

Sheet 3 of 8

PROJECT: Tract 27251

DATE: 04/23/09  
PREPARED BY: Anitra Holt

OFFSITE STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Special Districts</b>				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	1	L.S.	357,120.00	357,120
Street Lights (9500 lumen)	1	L.S.	72,000.00	72,000
Street Lights (22000 lumen)	0	EA.	5,000.00	0
SPECIAL DISTRICTS SUBTOTAL:				429,120.00
<b>Moreno Valley Utilities</b>				
Electrical Utility Infrastructure	0	L.S.	0.00	0
Electrical Utility Line Extension	0	L.F.	135.00	0
MVU SUBTOTAL:				0
<b>Water Quality Basin</b>				
Landscaping	0	S.F.	6.00	0.00
Filtration Devices	0	EA.	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA.	0	0
Outlets	0	EA.	0	0
Risers	0	EA.	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0.00
Earthwork	0	S.F.	0.00	0
WQB SUBTOTAL:				0.00
<b>Transportation Engineering</b>				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordinatic	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	50	0
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
Traffic Striping/raised pavement markers	1	L.S.	15000	15,000
Traffic Striping (DIF Street Name)	0	L.S.	--	0
Street Name Sign	1	L.S.	4,000.00	4,000
Stop Sign	1	L.S.	1,200.00	1,200
Signs and Posts	1	L.S.	1,200.00	1,200
Signs and Posts (DIF Street Name)	0	EA.	200.00	0
Street Sweeping Sign	1	L.S.	4,000.00	4,000
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	--	0
Traffic Control (DIF Street Name)	0	L.S.	--	0
Street Light PB-Adjust to Grade	0	EA.	800.00	0
TRANSPORTATION SUBTOTAL:				25,400
<b>Miscellaneous</b>				
Erosion Control	1	L.S.	23,000.00	23,000
Walls - Masonry: 6' Maximum, Lot "I" (D-Basin)	1	L.S.	79,600.00	79,600
Landscaping, Lot "I" (D-Basin)	1	L.S.	236,160.00	236,160
Relocate Trees	0	EA.	2,500.00	0
MISCELLANEOUS SUBTOTAL:				338,760

EXHIBIT "A.1"  
ENGINEER'S ESTIMATE

Sheet 4 of 8

PROJECT: Tract 27251

DATE: 04/23/09  
PREPARED BY: Anitra Holt

OFFSITE STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Pipe</b>				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	1	L.S.	19950.00	19,950
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
	0		---	0
<b>Manholes</b>				
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	5500.00	0
Manhole No. 3	0	EA.	6500.00	0
Manhole No. 4	1	L.S.	8000.00	8,000
	0		---	0
<b>Catch Basins</b>				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	1	EA.	5500.00	5,500
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	0	EA.	535.00	0
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	E.A.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

EXHIBIT "A.1"  
ENGINEER'S ESTIMATE

Sheet 5 of 8

PROJECT: Tract 27251

DATE: 04/23/09  
PREPARED BY: Anitra Holt

OFFSITE STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Structures</b>				
Transition Structure	0	EA.	5500.00	0
Junction Structure	0	EA.	6000.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	5000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	5500.00	0
<b>Drains</b>				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		--	0
<b>Miscellaneous</b>				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
	0		--	0
			<b>SUBTOTAL:</b>	<b>33,450</b>



EXHIBIT "A.1"  
ENGINEER'S ESTIMATE

Sheet 6 of 8

PROJECT: Tract 27251

DATE: 04/23/09  
PREPARED BY: Anitra Holt

OFFSITE WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Pipes - Water System</b>				
4" PVC C-900	0		30.00	0
6" PVC C-900	0		40.00	0
8" PVC C-900	0		50.00	0
10" PVC C-900	0		55.00	0
12" PVC C-900	0		60.00	0
16" PVC C-900	0		90.00	0
18" PVC C-900	0		135.00	0
20" PVC C-900	0		180.00	0
	0	L.F.	--	0
<b>Valves - Water System</b>				
4" Gate Valve	0	EA.	600.00	0
6" Gate Valve	0	EA.	800.00	0
8" Gate Valve	0	EA.	1,000.00	0
10" Gate Valve	0	EA.	1,200.00	0
12" Gate Valve	0	EA.	2,000.00	0
16" Gate Valve	0	EA.	5,000.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	800.00	0
10" Butterfly Valve	0	EA.	1,000.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,000.00	0
2" Air Vac Release	0	EA.	3,000.00	0
4" Blow Off	0	EA.	2,000.00	0
6" Blow Off	0	EA.	2,500.00	0
<b>Fire Hydrants - Water System</b>				
6" Standard Fire Hydrants	0	EA.	2,800.00	0
6" Super Fire Hydrants	0	EA.	3,000.00	0
<b>Services Connections</b>				
1" Service	0	EA.	500.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service	0	EA.	1,600.00	0
<b>Fittings - Water System</b>				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	0		200.00	0
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
<b>Miscellaneous - Water System</b>				
EMWD Water & Sewer Estimate	1	L.S.	47,600.00	47,600
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
Blue Dot Marker	0	EA.	50.00	0
			<b>SUBTOTAL:</b>	<b>47,600</b>

EXHIBIT "A.1"  
ENGINEER'S ESTIMATE

Sheet 7 of 8

PROJECT: Tract 27251

DATE: 04/23/09  
PREPARED BY: Anitra Holt

OFFSITE SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Pipes - Sewer System</b>				
4" V.C. Pipe	0	L.F.	20.00	0
6" V.C. Pipe	0	L.F.	25.00	0
8" V.C. Pipe	0	L.F.	30.00	0
10" V.C. Pipe	0	L.F.	40.00	0
12" V.C. Pipe	0	L.F.	50.00	0
15" V.C. Pipe	0	L.F.	75.00	0
18" V.C. Pipe	0	L.F.	90.00	0
21" V.C. Pipe	0	L.F.	105.00	0
24" V.C. Pipe	0	L.F.	120.00	0
27" V.C. Pipe	0	L.F.	135.00	0
30" V.C. Pipe	0	L.F.	150.00	0
33" V.C. Pipe	0	L.F.	165.00	0
36" V.C. Pipe	0	L.F.	185.00	0
4" SDR - 35	0	L.F.	13.00	0
6" SDR - 35	0	L.F.	19.00	0
8" SDR - 35	0	L.F.	25.00	0
10" SDR - 35	0	L.F.	30.00	0
12" SDR - 35	0	L.F.	50.00	0
15" SDR - 35	0	L.F.	60.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		—	0
<b>Cleans Outs - Sewer System</b>				
Clean-outs	0	EA.	700.00	0
Clean Out Lateral	0	EA.	120.00	0
	0		—	0
<b>Manholes - Sewer System</b>				
Standard Manhole 48"	0	EA.	3,000.00	0
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,000.00	0
Adjust Manhole to Grade	0	EA.	300.00	0
Tie Into Existing Manhole	0	EA.	1,500.00	0
Rechannel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	600.00	0
Join Existing 12" Pipe	0	EA.	800.00	0
Back flow valve	0	EA.	150.00	0
<b>Miscellaneous - Sewer System</b>				
Wyes	0	EA.	90.00	0
TV Sewer	0	L.F.	1.00	0
Trench Paving	0	S.F.	5.00	0
Pavement Replacement	0	S.F.	3.00	0
Meter 5/8" W/O Service	0	EA.	200.00	0
			SUBTOTAL:	0

EXHIBIT "A.1"  
ENGINEER'S ESTIMATE

Sheet 8 of 8

CITY OF MORENO VALLEY  
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION  
BOND COMPUTATION SHEET

PROJECT: **Tract 27251**

DATE: **04/23/09**  
PREPARED BY: **Anitra Holt**

**IMPROVEMENT TYPE:**

PAVEMENT SECTION WORK	:	\$273,397
CONCRETE & OTHER STREET WORK	:	\$472,595
SPECIAL DISTRICTS	:	\$429,120
MORENO VALLEY UTILITIES	:	\$0
WATER QUALITY BASIN	:	\$0
TRANSPORTATION ENGINEERING	:	\$25,400
STORM DRAIN SYSTEM	:	\$33,450
WATER SYSTEM	:	\$47,600
SEWER SYSTEM	:	\$0
MISCELLANEOUS	:	\$338,760
TOTAL COST (VALUE) OF IMPROVEMENTS:		<u>\$1,620,322</u>
20% HARD COST CONTINGENCY		\$324,064
45% SOFT COST CONTINGENCY		\$729,145
POTENTIAL LEGAL COSTS		\$200,000
10% WARRANTY		\$604,400
<b><u>GRAND TOTAL:</u></b>		<u><u>\$3,477,931</u></u>

ORIGINAL BOND AMOUNT:	\$6,044,000
AMOUNT OF REDUCTION:	\$2,566,069
<b>AMOUNT TO BE RETAINED:</b>	<u><u>\$3,477,931</u></u>

**ADDITIONAL COMMENTS:**

1. Reduction Information above refers to the Faithful Performance Bond No. 5033121
2. The City will request to accept the completed improvements as complete at the next available City Council meeting. However, the streets associated with the project will not be accepted into the City's maintained system at this time and will remain the responsibility of the developer.
3. The Developer will need to pay the Document Processing fee of \$879 prior to being scheduled for City Council approval.
4. Developer will need to adhere to any final requirements prior to final release of security, which will include, but not be limited to, submitting EMWD Clearance, an additional Partial Bond Reduction Fee, Centerline Street Ties, payment of any outstanding fees and as-builts.

**ACKNOWLEDGEMENT**

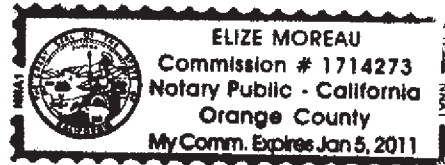
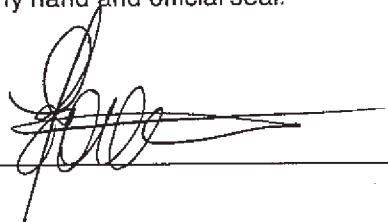
State of California )  
County of Orange )

On May 1, 2009, before me, Elize Moreau, Notary Public, personally appeared John C. Troutman, 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 the 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.

Signature \_\_\_\_\_



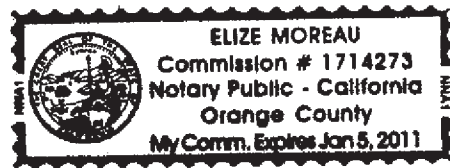
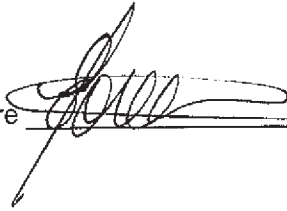
State of California )  
County of Orange )

On May 1, 2009, before me, Elize Moreau, Notary Public, personally appeared John C. Falliers, 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 the 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.

Signature \_\_\_\_\_



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TR 27251

To be attached to and form a part of **Bond No. 5033121**

Effective: 5/14/08

Bond Amount: \$3,477,931

RISK MANAGEMENT  
Approved

M. Alvarez 11-19-08

Executed by: Richland Palmdale Developers, LLC a  
Delaware limited liability company  
4100 Newport Place-Suite 800  
Newport Beach, CA 92660, as Principal

and by: Bond Safeguard Insurance Company  
1919 S. Highland Ave., Building A - Suite 300  
Lombard, IL 60148, as Surety

in favor of: **City of Moreno Valley** as Obligee

In consideration of the mutual agreements herein contained, the Principal and the Surety hereby consent to changing:

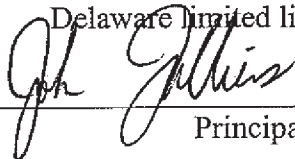
***The Penal Sum of This Bond Shall be Hereby Reduced to: Three Million Four Hundred Seventy Seven Thousand Nine Hundred Thirty One and 00/100 Dollars (\$3,477,931.00)***

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.


This rider is effective September 18, 2008

Signed and Sealed October 8, 2008

Principal: Richland Palmdale Developers, LLC a  
Delaware limited liability company

By:   
Principal

Surety: Bond Safeguard Insurance Company

By:   
Peggy Faust Attorney-in-Fact

**EXHIBIT "C"**

# Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: James I. Moore, Irene Diaz, Bonnie Kruse, Stephen T. Kazmer, Dawn L. Morgan, \*\*\*\*  
Peggy Faust, Kelly A. Jacobs, Elaine Marcus, Jennifer J. McComb, Melissa Schmidt, Joel E. Speckman, Heather A. Beck, Tariese M. Pisciotto \*\*\*\*\*

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surely, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond, \$ 3,800,000.00 Three million eight hundred thousand dollars \*\*\*\*\*

which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7<sup>th</sup> day of November, 2001.



**BOND SAFEGUARD INSURANCE COMPANY**

BY *David E. Campbell*  
David E. Campbell  
President

### ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

**"OFFICIAL SEAL"**  
**MAUREEN K. AYE**  
Notary Public, State of Illinois  
My Commission Expires 09/21/09

*Maureen K. Aye*  
Maureen K. Aye  
Notary Public

### CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 8th Day of October, 20 08



*Donald D. Buchanan*  
Donald D. Buchanan  
Secretary




State of Illinois }  
                          } ss.  
County of DuPage }

On October 8, 2008, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Peggy Faust known to me to be Attorney-in-Fact of Bond Safeguard Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he/she duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 4/23/2009

  
Elaine Marcus, Notary Public



State of California )  
County of Orange )

On October 9, 2008, before me, Katie Kemp, Notary Public, personally appeared John Falliers, 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 the 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.



Signature Katie Kemp



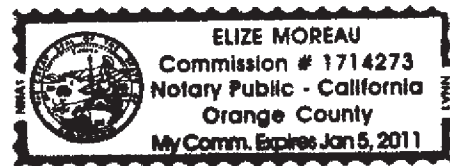
State of California )  
County of Orange )

On May 1, 2009, before me, Elize Moreau, Notary Public, personally appeared John C. Falliers, 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 the 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.

Signature \_\_\_\_\_



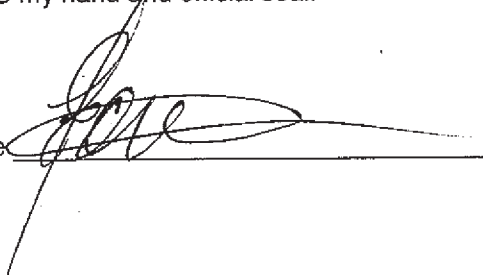
**ACKNOWLEDGEMENT**

State of California )  
County of Orange )

On May 1, 2009, before me, Elize Moreau, Notary Public, personally appeared John C. Troutman, 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 the 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.

Signature 

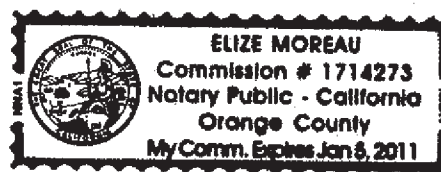


EXHIBIT "A.1"  
ENGINEER'S ESTIMATE

Sheet 1 of 8

PROJECT: Tract 27251-1

DATE: 04/23/09  
PREPARED BY: Anitra Hoff

OFFSITE PAVEMENT SECTIONS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Street Work - Non DIF Non TUMF</b>				
	0	C.Y.	20.00	0
A.B. Class II - Street 1	0	Thickness (ft.)		
	0	S.F.	55.00	0
A.C. - Street 1	0	Thickness (ft.)		
	0	S.F.	90.00	0
	0	C.Y.	20.00	0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	55.00	0
A.C. - Street 2	0	Thickness (ft.)		
	0	S.F.	90.00	0
	0	C.Y.	20.00	0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	55.00	0
A.C. - Street 3	0	Thickness (ft.)		
	0	S.F.	90.00	0
	0	C.Y.	20.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	55.00	0
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	90.00	0
<b>Street Work - DIF</b>				
	0	C.Y.	20.00	0
A.B. Class II - Street 1	0	Thickness (ft.)		
	0	S.F.	0.00	0
A.C. - Street 1	1	Thickness (ft.)		
	0	S.F.	35,284.00	35,284
	0	C.Y.	20.00	0
A.B. Class II - Swallow	0	Thickness (ft.)		
	1	L.S.	12,959.00	12,959
A.C. - Swallow	0	Thickness (ft.)		
	1	L.S.	14,844.00	14,844
	0	C.Y.	20.00	0
A.B. Class II - Shawnee	0	Thickness (ft.)		
	1	L.S.	33,296.00	33,296
A.C. - Shawnee	0	Thickness (ft.)		
	1	L.S.	32,690.00	32,690
	0	C.Y.	20.00	0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	55.00	0
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	90.00	0
	0	Ton		
	0	Ton		
			<b>SUBTOTAL:</b>	<b>129,073</b>

EXHIBIT "A.1"  
ENGINEER'S ESTIMATE

Sheet 2 of 8

PROJECT: Tract 27251-1

OFFSITE STREET WORK

DATE: 04/23/09  
PREPARED BY: Anitra Holt

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Offsite Street Work</b>				
<b>Pavement</b>				
Grind & Pave 0.15'	0	S.F.	3.25	0
A.C. Cap	0	Ton	90.00	0
A.C. Overlay	0	Ton	90.00	0
Slurry Seal (Based on \$150/Ton Type II)	1	L.S.	22,088.00	22,088
Sawcut	0	L.F.	1.50	0
Utility Trench	0	L.F.	17.00	0
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
A.C. Berm - 6"	0	L.F.	10.00	0
A.C. Berm - 8"	0	L.F.	15.00	0
Adjust M.H. to Grade	0	EA.	800.00	0
Adjust Water Valve to Grade	0	EA.	400.00	0
Remove & Dispose Existing Pavement & Base	0	SF	3.00	0
Remove Existing Curb & Gutter	0	L.F.	12.00	0
<b>Concrete</b>				
P.C.C. Paving - 6"	0	S.F.	14.00	0
P.C.C. Paving - 8"	0	S.F.	16.00	0
Curb and Gutter - 6"	0	L.F.	22.00	0
Curb and Gutter - 8"	0	L.F.	25.00	0
Curb and Gutter - 8" (DIF Street Name)	0	L.F.	25.00	0
Curb and Gutter - 8" (TUMF Street Name)	0	L.F.	25.00	0
Curb Only - 6"	0	L.F.	18.00	0
Curb Only - 8"	0	L.F.	20.00	0
Curb Only - 8" (DIF Street Name)	0	L.F.	20.00	0
Curb Only - 8" (TUMF Street Name)	0	L.F.	20.00	0
Cross Gutter and Spandrel	0	S.F.	15.00	0
Sidewalk	1	L.S.	45,360.00	45,360
Sidewalk (DIF Street Name)	0	S.F.	7.00	0
Sidewalk (TUMF Street Name)	0	S.F.	7.00	0
Driveway Approach - 6"	1	L.S.	47,040.00	47,040
Driveway Approach - 8"	0	S.F.	16.00	0
Wheelchair Ramp	1	L.S.	4,800.00	4,800
Alley Approach - 8"	0	S.F.	16.00	0
1/2 Alley Apron	0	S.F.	16.00	0
Barricade	1	L.S.	6,000.00	6,000
<b>Other</b>				
Undergrounding of Utilities	0	L.F.	184.00	0
Relocate Power Poles	0	EA.	30,000.00	0
Relocate Power Poles (DIF Street Name)	0	EA.	30,000.00	0
Cluster Mail Boxes	0	EA.	4,500.00	0
Bus Bay	0	EA.	20,000.00	0
Monuments	1	L.S.	12,400.00	12,400
			<b>SUBTOTAL:</b>	<b>137,688</b>

EXHIBIT "A.1"  
ENGINEER'S ESTIMATE

Sheet 3 of 8

PROJECT: Tract 27251-1

DATE: 04/23/09  
PREPARED BY: Anitra Holt

OFFSITE STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Special Districts</b>				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	1	L.S.	298,560.00	298,560
Street Lights (9500 lumen)	1	L.S.	20,000.00	20,000
Street Lights (22000 lumen)	0	EA.	5,000.00	0
SPECIAL DISTRICTS SUBTOTAL:				318,560.00
<b>Moreno Valley Utilities</b>				
Electrical Utility Infrastructure	0	L.S.	0.00	0
Electrical Utility Line Extension	0	L.F.	135.00	0
MVU SUBTOTAL:				0
<b>Water Quality Basin</b>				
Landscaping	0	S.F.	6.00	0.00
Filtration Devices	0	EA.	0	0
Access Ramp PCC	0	S.F.	0	0
Low-Flow Pipe System	0	L.F.	0	0
Headwalls	0	EA.	0	0
Outlets	0	EA.	0	0
Risers	0	EA.	0	0
Forebay PCC	0	S.F.	0	0
Toe of slope protection PCC	0	S.F.	20.00	0.00
Earthwork	0	S.F.	0.00	0
WQB SUBTOTAL:				0.00
<b>Transportation Engineering</b>				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordinati	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	50	0
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	0
Traffic Striping/raised pavement markers	0	L.S.	.30	0
Traffic Striping (DIF Street Name)	0	L.S.	--	0
Street Name Sign	0	EA.	500.00	0
Stop Sign	0	EA.	200.00	0
Signs and Posts	0	EA.	200.00	0
Signs and Posts (DIF Street Name)	0	EA.	200.00	0
Street Sweeping Sign	0	EA.	200.00	0
Warning Markers - Type L, Type N	0	EA.	100.00	0
Traffic Control	0	L.S.	--	0
Traffic Control (DIF Street Name)	0	L.S.	--	0
Street Light PB-Adjust to Grade	0	EA.	800.00	0
TRANSPORTATION SUBTOTAL:				0
<b>Miscellaneous</b>				
Erosion Control	0	AC		0
Walls - Masonry: 6' Maximum	0	L.F.	100.00	0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Relocate Trees	0	EA.	2,500.00	0
MISCELLANEOUS SUBTOTAL:				0



EXHIBIT "A.1"  
ENGINEER'S ESTIMATE

Sheet 4 of 8

PROJECT: Tract 27251-1

DATE: 04/23/09  
PREPARED BY: Anitra Holt

OFFSITE STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Pipe</b>				
12" Reinforced Concrete Pipe	0	L.F.	130.00	0
18" Reinforced Concrete Pipe	0	L.F.	140.00	0
24" Reinforced Concrete Pipe	0	L.F.	160.00	0
24" Reinforced Concrete Pipe (DIF Street Name)	0	L.F.	160.00	0
30" Reinforced Concrete Pipe	0	L.F.	180.00	0
36" Reinforced Concrete Pipe	1	L.S.	19950.00	19,950
42" Reinforced Concrete Pipe	0	L.F.	210.00	0
48" Reinforced Concrete Pipe	0	L.F.	250.00	0
54" Reinforced Concrete Pipe	0	L.F.	300.00	0
60" Reinforced Concrete Pipe	0	L.F.	350.00	0
12" HDPE	0	L.F.	45.00	0
18" HDPE	0	L.F.	50.00	0
24" HDPE	0	L.F.	55.00	0
30" HDPE	0	L.F.	60.00	0
36" HDPE	0	L.F.	70.00	0
42" HDPE	0	L.F.	80.00	0
48" HDPE	0	L.F.	90.00	0
54" HDPE	0	L.F.	125.00	0
60" HDPE	0	L.F.	140.00	0
4" PVC SCH. 40	0	L.F.	25.00	0
4" PVC SCH. 80	0	L.F.	30.00	0
6" PVC SCH. 40	0	L.F.	30.00	0
6" PVC SCH. 80	0	L.F.	35.00	0
8" PVC SCH. 40	0	L.F.	40.00	0
8" PVC SCH. 80	0	L.F.	48.00	0
Reinforced Concrete Structure	0	C.Y.	500.00	0
	0			0
<b>Manholes</b>				
Manhole No. 1	0	EA.	5000.00	0
Manhole No. 2	0	EA.	5500.00	0
Manhole No. 3	0	EA.	6500.00	0
Manhole No. 4	1	L.S.	8000.00	8,000
	0			0
<b>Catch Basins</b>				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	1	L.S.	5500.00	5,500
Catch Basin (14')	0	EA.	8000.00	0
Catch Basin (21')	0	EA.	12500.00	0
Local Depressions	0	EA.	535.00	0
Catch Basin (3.5') (DIF Street Name)	0	EA.	3100.00	0
Catch Basin (7') (DIF Street Name)	0	EA.	5500.00	0
Catch Basin (14') (DIF Street Name)	0	EA.	8000.00	0
Catch Basin (21') (DIF Street Name)	0	EA.	12500.00	0
Local Depressions (DIF Street Name)	0	EA.	535.00	0
24" X 24" Grate basin	0	EA.	2500.00	0
18" X 18" Grate Basin	0	EA.	2100.00	0
6" Wide Strip Basin	0	EA.	3000.00	0
Removal/Relocation- Catch Basin	0	EA.	5000.00	0
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

EXHIBIT "A.1"  
ENGINEER'S ESTIMATE

Sheet 5 of 8

PROJECT: Tract 27251-1

DATE: 04/23/09  
PREPARED BY: Anitra Holt

OFFSITE STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Structures</b>				
Transition Structure	0	EA.	5500.00	0
Junction Structure	0	EA.	6000.00	0
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	5000.00	0
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	5500.00	0
<b>Drains</b>				
Terrace Drain	0	S.F.	10.00	0
Down Drain	0	S.F.	10.00	0
Parkway Drain	0	EA.	3500.00	0
Under Sidewalk	0	EA.	600.00	0
Curb Outlet	0	EA.	250.00	0
"V" Gutter	0	S.F.	10.00	0
	0		---	0
<b>Miscellaneous</b>				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
	0		---	0
			<b>SUBTOTAL:</b>	<b>33,450</b>

EXHIBIT "A.1"  
ENGINEER'S ESTIMATE

Sheet 6 of 8

PROJECT: Tract 27251-1

DATE: 04/23/09  
PREPARED BY: Anitra Holt

OFFSITE WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Pipes - Water System</b>				
4" PVC C-900	0		30.00	0
6" PVC C-900	0		40.00	0
8" PVC C-900	0		50.00	0
10" PVC C-900	0		55.00	0
12" PVC C-900	0		60.00	0
16" PVC C-900	0		90.00	0
18" PVC C-900	0		135.00	0
20" PVC C-900	0		180.00	0
	0	L.F.	—	0
<b>Valves - Water System</b>				
4" Gate Valve	0	EA.	600.00	0
6" Gate Valve	0	EA.	800.00	0
8" Gate Valve	0	EA.	1,000.00	0
10" Gate Valve	0	EA.	1,200.00	0
12" Gate Valve	0	EA.	2,000.00	0
16" Gate Valve	0	EA.	5,000.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Butterfly Valve	0	EA.	520.00	0
8" Butterfly Valve	0	EA.	800.00	0
10" Butterfly Valve	0	EA.	1,000.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
1" Air Vac Release	0	EA.	2,000.00	0
2" Air Vac Release	0	EA.	3,000.00	0
4" Blow Off	0	EA.	2,000.00	0
6" Blow Off	0	EA.	2,500.00	0
<b>Fire Hydrants - Water System</b>				
6" Standard Fire Hydrants	0	EA.	2,800.00	0
6" Super Fire Hydrants	0	EA.	3,000.00	0
<b>Services Connections</b>				
1" Service	0	EA.	500.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service	0	EA.	1,600.00	0
<b>Fittings - Water System</b>				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	0		200.00	0
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
<b>Miscellaneous - Water System</b>				
Thrust Block	0	CY	150.00	0
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
Blue Dot Marker	0	EA.	50.00	0
			<b>SUBTOTAL:</b>	<b>0</b>

EXHIBIT "A.1"  
ENGINEER'S ESTIMATE

Sheet 7 of 8

PROJECT: Tract 27251-1

DATE: 04/23/09  
PREPARED BY: Anitra Holt

OFFSITE SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Pipes - Sewer System</b>				
4" V.C. Pipe	0	L.F.	20.00	0
6" V.C. Pipe	0	L.F.	25.00	0
8" V.C. Pipe	0	L.F.	30.00	0
10" V.C. Pipe	0	L.F.	40.00	0
12" V.C. Pipe	0	L.F.	50.00	0
15" V.C. Pipe	0	L.F.	75.00	0
18" V.C. Pipe	0	L.F.	90.00	0
21" V.C. Pipe	0	L.F.	105.00	0
24" V.C. Pipe	0	L.F.	120.00	0
27" V.C. Pipe	0	L.F.	135.00	0
30" V.C. Pipe	0	L.F.	150.00	0
33" V.C. Pipe	0	L.F.	165.00	0
36" V.C. Pipe	0	L.F.	185.00	0
4" SDR - 35	0	L.F.	13.00	0
6" SDR - 35	0	L.F.	19.00	0
8" SDR - 35	0	L.F.	25.00	0
10" SDR - 35	0	L.F.	30.00	0
12" SDR - 35	0	L.F.	50.00	0
15" SDR - 35	0	L.F.	60.00	0
Concrete Encasement	0	L.F.	20.00	0
	0		---	0
<b>Cleans Outs - Sewer System</b>				
Clean-outs	0	EA.	700.00	0
Clean Out Lateral	0	EA.	120.00	0
	0		---	0
<b>Manholes - Sewer System</b>				
Standard Manhole 48"	0	EA.	3,000.00	0
Standard Manhole 48" Extra Depth	0	EA.	3,500.00	0
Standard Manhole 60"	0	EA.	4,500.00	0
Shallow Manhole	0	EA.	3,000.00	0
Adjust Manhole to Grade	0	EA.	300.00	0
Tie Into Existing Manhole	0	EA.	1,500.00	0
Rechanel Existing Manhole	0	EA.	1,500.00	0
Join Existing 8" Pipe	0	EA.	600.00	0
Join Existing 12" Pipe	0	EA.	800.00	0
Back flow valve	0	EA.	150.00	0
<b>Miscellaneous - Sewer System</b>				
EMWD (Water & Sewer System Estimate)	1	L.S.	23,000.00	23,000
TV Sewer	0	L.F.	1.00	0
Trench Paving	0	S.F.	5.00	0
Pavement Replacement	0	S.F.	3.00	0
Meter 5/8" W/O Service	0	EA.	200.00	0
			<b>SUBTOTAL:</b>	<b>23,000</b>

**EXHIBIT "A.1"  
ENGINEER'S ESTIMATE**

Sheet 8 of 8

**CITY OF MORENO VALLEY  
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION  
BOND COMPUTATION SHEET**

PROJECT: **Tract 27251-1**

DATE: **04/23/09**  
PREPARED BY: **Anitra Holt**

**IMPROVEMENT TYPE:**

PAVEMENT SECTION WORK	:	\$129,073
CONCRETE & OTHER STREET WORK	:	\$137,688
SPECIAL DISTRICTS	:	\$318,560
MORENO VALLEY UTILITIES	:	\$0
WATER QUALITY BASIN	:	\$0
TRANSPORTATION ENGINEERING	:	\$0
STORM DRAIN SYSTEM	:	\$33,450
WATER SYSTEM	:	\$0
SEWER SYSTEM	:	\$23,000
MISCELLANEOUS	:	\$0
TOTAL COST (VALUE) OF IMPROVEMENTS:		<u>\$641,771</u>
20% HARD COST CONTINGENCY		\$128,354
45% SOFT COST CONTINGENCY		\$288,797
POTENTIAL LEGAL COSTS		\$200,000
10% WARRANTY		\$568,900
<b><u>GRAND TOTAL:</u></b>		<u>\$1,827,822</u>

ORIGINAL BOND AMOUNT:	\$5,689,000
AMOUNT OF REDUCTION:	\$3,861,178
<b>AMOUNT TO BE RETAINED:</b>	<u>\$1,827,822</u>

**ADDITIONAL COMMENTS:**

1. Reduction Information above refers to the Faithful Performance Bond #5033120.
2. The City will request to accept the completed improvements as complete at the next available City Council meeting. However, the streets associated with the project will not be accepted into the City's maintained system at this time and will remain the responsibility of the developer.
3. The Developer will need to pay the Document Processing fee of \$879 prior to being scheduled for City Council approval.
4. Developer will need to adhere to any final requirements prior to final release of security, which will included, but not be limited to, submitting EMWD Clearance, an additional Partial Bond Reduction Fee, Centerline Street Ties, payment of any outstanding fees and as-builts.

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TR 27251-1

To be attached to and form a part of **Bond No. 5033120**

OK MANAGEMENT  
Approved

Effective: 5/14/08

m. Alony 11-18-08

Bond Amount: \$5,689,000

Executed by: Richland Palmdale Developers, LLC, a  
Delaware limited liability company  
4100 Newport Place-Suite 800  
Newport Beach, CA 92660, as Principal

and by: Bond Safeguard Insurance Company  
1919 S. Highland Ave., Building A - Suite 300  
Lombard, IL 60148, as Surety

in favor of: **City of Moreno Valley** as Obligee

In consideration of the mutual agreements herein contained, the Principal and the Surety hereby consent to changing:

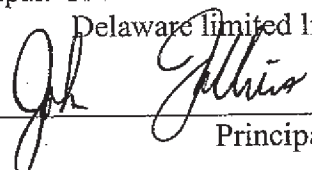
***The Penal Sum of This Bond Shall be Hereby Reduced to: One Million Eight Hundred Twenty Seven Thousand Eight Hundred Twenty Two and 00/100 Dollars (\$1,827,822.00)***

Nothing herein contained shall vary, alter or extend any provision or condition of this bond except as herein expressly stated.

This rider is effective September 17, 2008

Signed and Sealed October 8, 2008

Principal: Richland Palmdale Developers, LLC, a  
Delaware limited liability company

By:   
Principal

Surety: Bond Safeguard Insurance Company


By:   
Peggy Faust Attorney-in-Fact

EXHIBIT "E"

# Bond Safeguard INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, that **BOND SAFEGUARD INSURANCE COMPANY**, an Illinois Corporation with its principal office in Lombard, Illinois, does hereby constitute and appoint: James I. Moore, Irene Diaz, Bonnie Kruse, Stephen T. Kazmer, Dawn L. Morgan, \*\*\*\*  
Peggy Faust, Kelly A. Jacobs, Elaine Marcus, Jennifer J. McComb, Melissa Schmidt, Joel E. Speckman, Heather A. Beck, Tariese M. Pisciotto \*\*\*\*\*

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surely, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **BOND SAFEGUARD INSURANCE COMPANY** on the 7th day of November, 2001 as follows:

Resolved, that the President of the Company is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond, \$ 2,000,000.00 Two million dollars \*\*\*\*\*

which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Vice President, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **BOND SAFEGUARD INSURANCE COMPANY** has caused this instrument to be signed by its President, and its Corporate seal to be affixed this 7<sup>th</sup> day of November, 2001.



**BOND SAFEGUARD INSURANCE COMPANY**

BY *David E. Campbell*  
David E. Campbell  
President

### ACKNOWLEDGEMENT

On this 7th day of November, 2001, before me, personally came David E. Campbell to me known, who being duly sworn, did depose and say that he is the President of **BOND SAFEGUARD INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.

**"OFFICIAL SEAL"**  
**MAUREEN K. AYE**  
Notary Public, State of Illinois  
My Commission Expires 09/21/09

*Maureen K. Aye*  
Maureen K. Aye  
Notary Public

### CERTIFICATE

I, the undersigned, Secretary of **BOND SAFEGUARD INSURANCE COMPANY**, An Illinois Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Lombard, Illinois this 8<sup>th</sup> Day of October, 20 08



*Donald D. Buchanan*  
Donald D. Buchanan  
Secretary




State of Illinois }  
                          } ss.  
County of DuPage }

On October 8, 2008, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Peggy Faust known to me to be Attorney-in-Fact of Bond Safeguard Insurance Company the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he/she duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires 4/23/2009

  
\_\_\_\_\_  
Elaine Marcus, Notary Public



State of California )  
County of Orange )

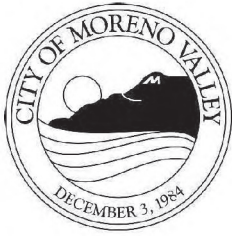
On October 9, 2008, before me, Katie Kemp, Notary Public, personally appeared John Falliers, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the 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.



Signature Katie Kemp



APPROVALS	
BUDGET OFFICER	<i>Caf</i>
CITY ATTORNEY	<i>Rut</i>
CITY MANAGER	<i>RM</i>

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 14, 2009

**TITLE:** APPROVE JOINT USE AGREEMENT FOR REPLACEMENT OF RIGHTS FOR DISTRIBUTION FACILITIES FOR SR-60/NASON INTERCHANGE IMPROVEMENTS PROJECT  
PROJECT NO. 98-25897

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Approve the Joint Use Agreement with Southern California Edison (SCE) to replace prior rights for the existing overhead distribution facilities for the SR-60/Nason Street Interchange Improvements Project.
2. Authorize the City Manager to execute the Joint Use Agreement with SCE in the form attached hereto.
3. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreement with SCE, subject to the approval of the City Attorney.

### **BACKGROUND**

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

Existing SCE facilities located within the SR-60/Nason Street Interchange Improvements Project right-of-way interfere with or obstruct construction of the SR-60/

Nason Interchange Improvement project. The existing facilities also interfere with the SR-60/Moreno Beach Interchange project (Project No. 07-41570024).

Caltrans has required that all utilities be relocated out of both the SR-60/Nason Interchange and the SR-60/Moreno Beach Interchange, including removing SCE's overhead facilities along SR-60. SCE demonstrated their prior rights on November 13, 2008. Through extensive negotiations over the past two years, the City, Caltrans and SCE evaluated several alternatives for relocating SCE's facilities. The selected route was chosen as the most cost effective alternative. SCE has prepared relocation plans and has received bids. Once the plans were completed, SCE prepared the "Joint Use Agreement," which addresses SCE's prior and replacement rights.

## **DISCUSSION**

The "Joint Use Agreement" (Attachment "A") identifies rights between the City and SCE for replacement of overhead distribution lines originally located within the SR-60 right-of-way with underground distribution facilities at a new location along Morrison Street, Nason Street, Fir Avenue, Eucalyptus Avenue, and Moreno Beach Drive within existing City rights-of-way. The new location of SCE's rights is designated as "Area of Joint Use Agreement" as shown on JUA Exhibit "A" attached to the Joint Use Agreement.

The selected underground alignment for SCE's new facilities is the most cost effective route for several reasons. First, the route does not require the purchase of new rights-of-way. Second, SCE, under Section B of Utility's Rule 20 program, provides a credit for the cost of an "equivalent overhead" facility along the same route. SCE also bears the cost of removals. Third, the route benefits two separate City interchange projects. This approach saves money by eliminating the need for purchasing interim rights-of-way and constructing interim connections to the existing system for each individual project. Fourth, undergrounding the facilities improves the reliability of the City's electrical grid, enhances safety by removing overhead wires, and improves aesthetics in the area.

Once the Agreement is executed, SCE will start construction in late July.

## **ALTERNATIVES**

1. Approve the Joint Use Agreement with Southern California Edison (SCE) to replace prior rights for the existing overhead distribution facilities for the SR-60/Nason Street Interchange Improvements Project; authorize the City Manager to execute the Joint Use Agreement with SCE in the form attached hereto; and authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreement with SCE, subject to the approval of the City Attorney. *This alternative allows the City to complete the SR-60/Nason Interchange Improvement Project on schedule.*
2. Do not approve the Joint Use Agreement with Southern California Edison (SCE) to replace prior rights for the existing overhead distribution facilities for the SR-

60/Nason Street Interchange Improvements Project; do not authorize the City Manager to execute the Joint Use Agreement with SCE in the form attached hereto; and do not authorize the Public Works Director/City Engineer to execute any subsequent related minor amendments to the agreement with SCE, subject to the approval of the City Attorney. *Staff does not recommend this alternative. This alternative will result in delaying the construction of needed utility relocations for the SR-60/Nason Interchange Improvement Project.*

**FISCAL IMPACT**

There is no fiscal impact related to this Joint Use Agreement with SCE. There is no cost to either the City or SCE to establish the rights for the underground facilities in the new location.

**ANTICIPATED SR-60/NASON PROJECT SCHEDULE**

Complete Interchange Right-of-Way Acquisition..... July 2009  
Interchange Utility Relocation Construction Phase ..... May 2009 to January 2010  
Interchange Construction ..... February 2010 to February 2011

**CITY COUNCIL GOALS**

**PUBLIC SAFETY:**

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

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**POSITIVE ENVIRONMENT:**

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

**SUMMARY**

This Joint Use Agreement identifies rights between the City and SCE for the relocation of existing overhead electrical lines for the SR-60/Nason Interchange Improvement project, as well as the SR-60/Moreno Beach Interchange project.

**ATTACHMENTS**

Attachment "A" – Joint Use Agreement

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\SCE Joint Use Agreement Staff Rpt - 071409 - V4.doc)

RECORDING REQUESTED BY  
SOUTHERN CALIFORNIA EDISON COMPANY

WHEN RECORDED MAIL TO  
SOUTHERN CALIFORNIA EDISON COMPANY  
14799 CHESTNUT STREET  
WESTMINSTER, CA. 92683-5240  
ATTN: TITLE & REAL ESTATE SERVICES

SPACE ABOVE THIS LINE FOR RECORDER'S USE

WO# 7-7188,6777-7119  
RP File No. CAL07184614  
Serial No. 68431A  
Affects SCE DOC. 257385  
Service Order: 800279800

JOINT USE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_, by and between SOUTHERN CALIFORNIA EDISON COMPANY, a corporation, hereinafter called "Company", and the CITY OF MORENO VALLEY, a municipal corporation of the State of California, hereinafter called "City",

WITNESSETH:

THAT WHEREAS Company is the owner in possession of certain rights of way and easement(s) for electrical facilities by virtue of the following easement rights:

Utility Agreement Nos. 10526, executed March 4, 1963 and No. 10526-1, executed January 14, 1963 and No. 10526-1-A, executed February 25, 1963, and No. 10526-1-B, executed July 2, 1963, and No. 10526-1-C, executed September 12, 1963, hereinafter referred to as "Company's Easement"; and

WHEREAS City has acquired easement rights for street and highway purposes for the construction and/or improvement of Morrison Street, Fir Avenue, Nason Street and Eucalyptus Avenue in said City, County of Riverside, State of California, hereinafter referred to as "highway right of way", as shown on the print attached hereto, marked "Exhibit A" and hereby made a part hereof which said highway right of way is subject to Company's easement; and

WHEREAS Company's facilities as now installed and located on said highway right of way will interfere with or obstruct the construction, reconstruction, maintenance or use of said street or highway, and City desires to eliminate such interference or obstruction;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, Company and City do hereby agree as follows:

The location of Company's easement insofar as it now lies within the said highway right of way, be, and it hereby is, changed to the strip of land within said highway right of way, hereinafter referred to as "new location", and shown and designated as "area in Joint Use Agreement" on said print marked "Exhibit A".

Attachment "A"

JOINT USE AGREEMENT

S.C.E. Co., a corp., to  
The City of Moreno Valley, a municipal corporation  
Serial 68431A  
RP FILE: CAL07184614

Company agrees to rearrange, relocate and reconstruct within said new location, any of its facilities heretofore or now installed pursuant to Company's easement within said highway right of way. Company hereby consents to the construction, reconstruction, maintenance or use by City of a street or highway over, along and upon Company's easement, both in the old location and in the new location within said highway right of way, upon and subject to the terms and conditions herein contained.

City acknowledges Company's title to Company's easement in said new location and the priority of Company's title over the title of City in said new location. Company has and reserves the right and easement to use, in common with the public's use of said street or highway, said new location for all of the purposes for which Company's easement was acquired, without need for any further permit or permission from City. Except in emergencies, Company shall give reasonable notice to City before performing any work on Company's facilities in said new location where such work will obstruct traffic. In all cases, Company shall exercise due care for the protection of the traveling public.

In the event that the future use of said highway right of way shall at any time or times necessitate a rearrangement, relocation, reconstruction or removal of any of Company's facilities then existing in said new location, and City shall notify Company in writing of such necessity and agree to reimburse Company on demand for its costs incurred in complying with such notice, Company will provide City with plans of its proposed rearrangement and an estimate of the cost thereof, and upon approval of such plans by City, Company will promptly proceed to effect such rearrangement, relocation, reconstruction or removal. Company shall exercise due care for the protection of the traveling public. No further permit or permission from City for such rearrangement, relocation or reconstruction shall be required and City will (1) enter into a Joint Use Agreement on the same terms and conditions as are herein set forth covering any such subsequent relocation of Company's facilities within said highway rights of way, (2) provide executed document(s) granting to Company a good and sufficient easement or easements over private property if necessary to replace Company's easement or any part thereof, and (3) reimburse Company for any costs which it may be required to expend to acquire such easement or easements, provided it is mutually agreed in writing that Company shall acquire such easement or easements.

City agrees to indemnify, defend and reimburse Company for any loss or claim Company may suffer because of any lack of or defect in City's title to said new location or any subsequent location within said highway right of way, or in the title to any easement provided by City over private property, to which Company relocates its facilities pursuant to the provisions hereof, and City agrees that if Company is ever required to relocate its facilities because of any such lack of or defect in title, City shall reimburse Company for the cost of relocating its facilities and any other reasonable costs arising therefrom, such as, but not limited to, costs to acquire any right of way required for such relocation. City shall not reimburse Company for any loss caused by Company's own fault or negligence.

Except as expressly set forth herein, this agreement shall not in any way alter, modify or terminate any provision of Company's easement. Both City and Company shall use said new location in such a manner as not to interfere unduly with the rights of the other. Nothing herein contained shall be construed as a release or waiver of any claim for compensation or damages which Company or City may now have or may hereafter acquire resulting from the construction of additional facilities or the alteration of existing facilities by either City or Company in such a manner as to cause an unreasonable interference with the use of said new location by the other party. City agrees that



**JOINT USE AGREEMENT**

S.C.E. Co., a corp., to  
The City of Moreno Valley, a municipal corporation  
Serial 68431A  
RP FILE: CAL07184614

Company's facilities shall not be damaged by reason of the construction, reconstruction, or maintenance of said street or highway, by the City or its contractors, and that, if necessary, City will protect Company's facilities against any such damage, at City's expense.

Company shall have the right to remove, trim or top any vegetation, brush, tree or trees which may grow in said new location in said highway right of way, and which in the opinion of Company may endanger or interfere with the proper operation or maintenance of Company's facilities, to the extent necessary to prevent any such interference or danger.

This agreement shall inure to the benefit of and be binding upon the Company and the City and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate by their respective officers thereunto duly authorized, as of the day and year herein first above written.

**SOUTHERN CALIFORNIA EDISON  
COMPANY, a corporation**

By: \_\_\_\_\_  
Carol Brown  
Right of Way Agent  
Real Estate Operations Division  
Corporate Real Estate Department  
Operations Support

**CITY OF MORENO VALLEY, a municipal  
corporation**

By: \_\_\_\_\_  
Name: Robert G. Gutierrez  
Its: City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

*Add City  
Attorney Stamp*

JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The City of Moreno Valley, a municipal corporation  
Serial 68431A  
RP FILE: CAL07184614

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 \_\_\_\_\_

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  
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Signature \_\_\_\_\_

JOINT USE AGREEMENT  
S.C.E. Co., a corp., to  
The City of Moreno Valley, a municipal corporation  
Serial 68431A  
RP FILE: CAL07184614

State of California )  
County of \_\_\_\_\_ )

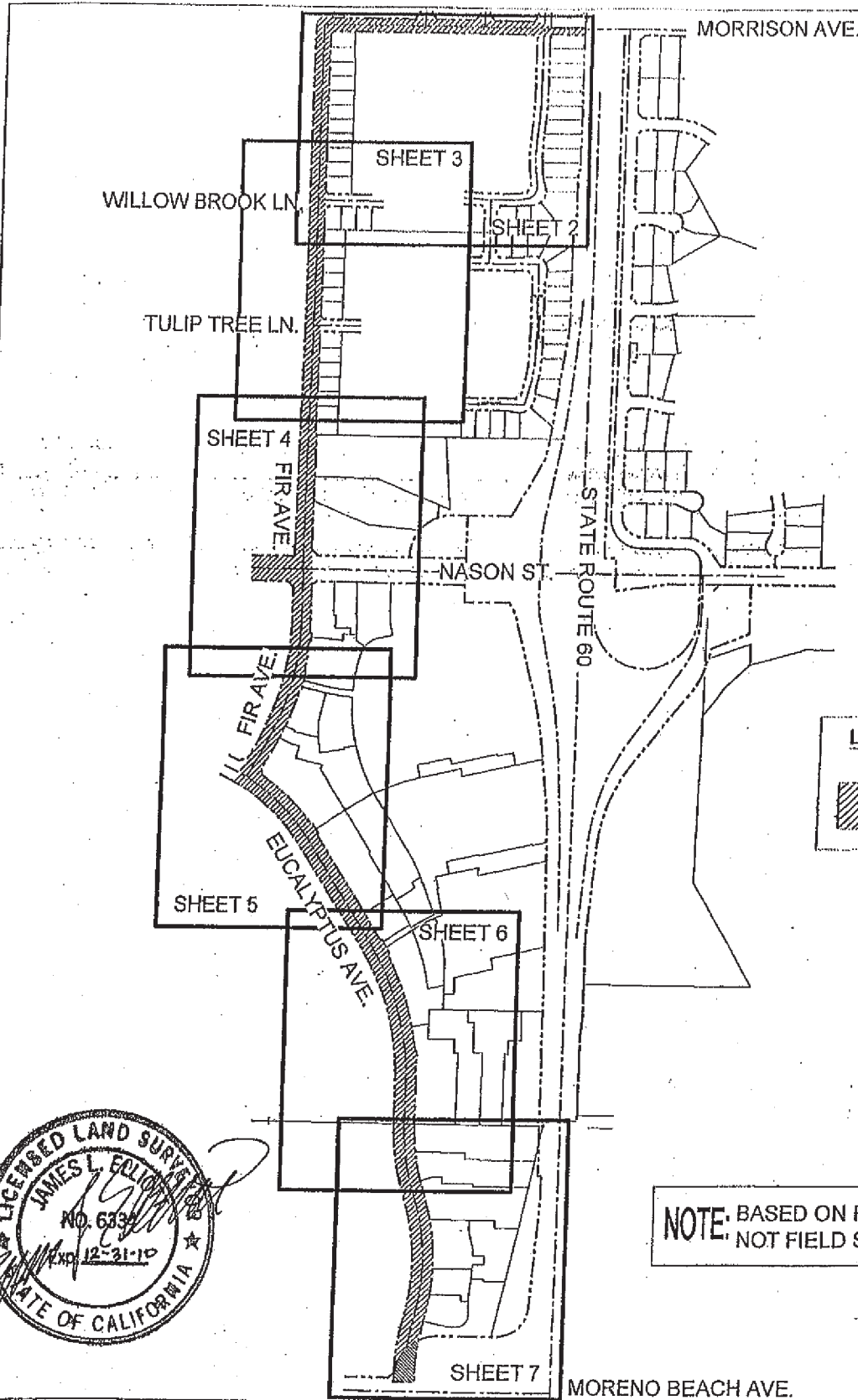
On \_\_\_\_\_ before me, \_\_\_\_\_, a Notary Public, personally appeared \_\_\_\_\_, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized 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 \_\_\_\_\_


SER. 68431A



**LEGEND:**

 AREA IN JOINT USE AGREEMENT

**NOTE:** BASED ON RECORD DATA,  
NOT FIELD SURVEY.

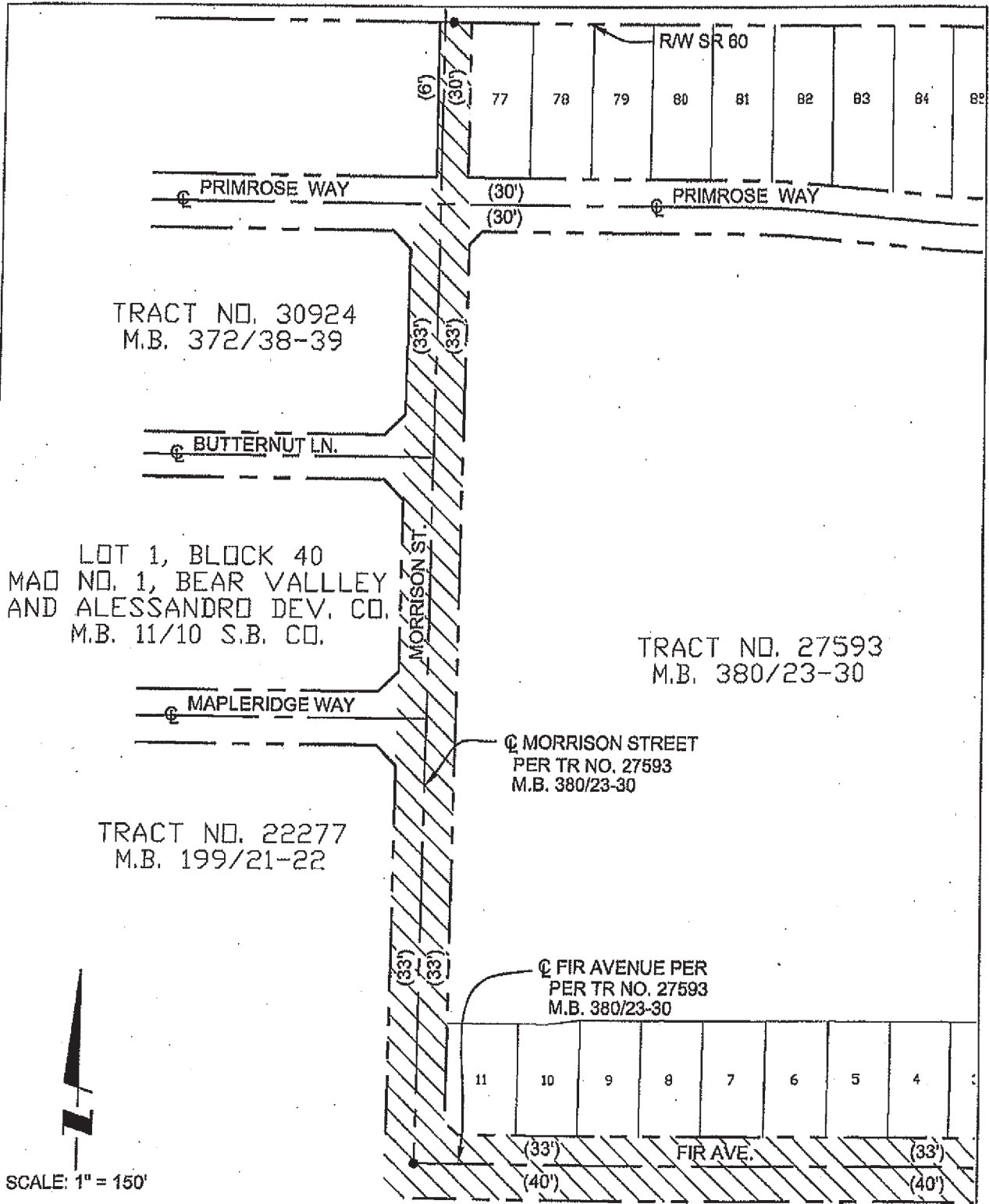
  
SCALE: 1" = 1000'



**Associated Engineers**  
A SUBSIDIARY OF **PARSONS BRINCKERHOFF**  
3311 E. SHELBY ST. • ONTARIO, CA 91764-4872  
TEL: (909) 980-1982 • FAX: (909) 941-0891

**SOUTHERN CALIFORNIA EDISON  
RIGHT OF WAY EXHIBIT**

SHEET 1 OF 7



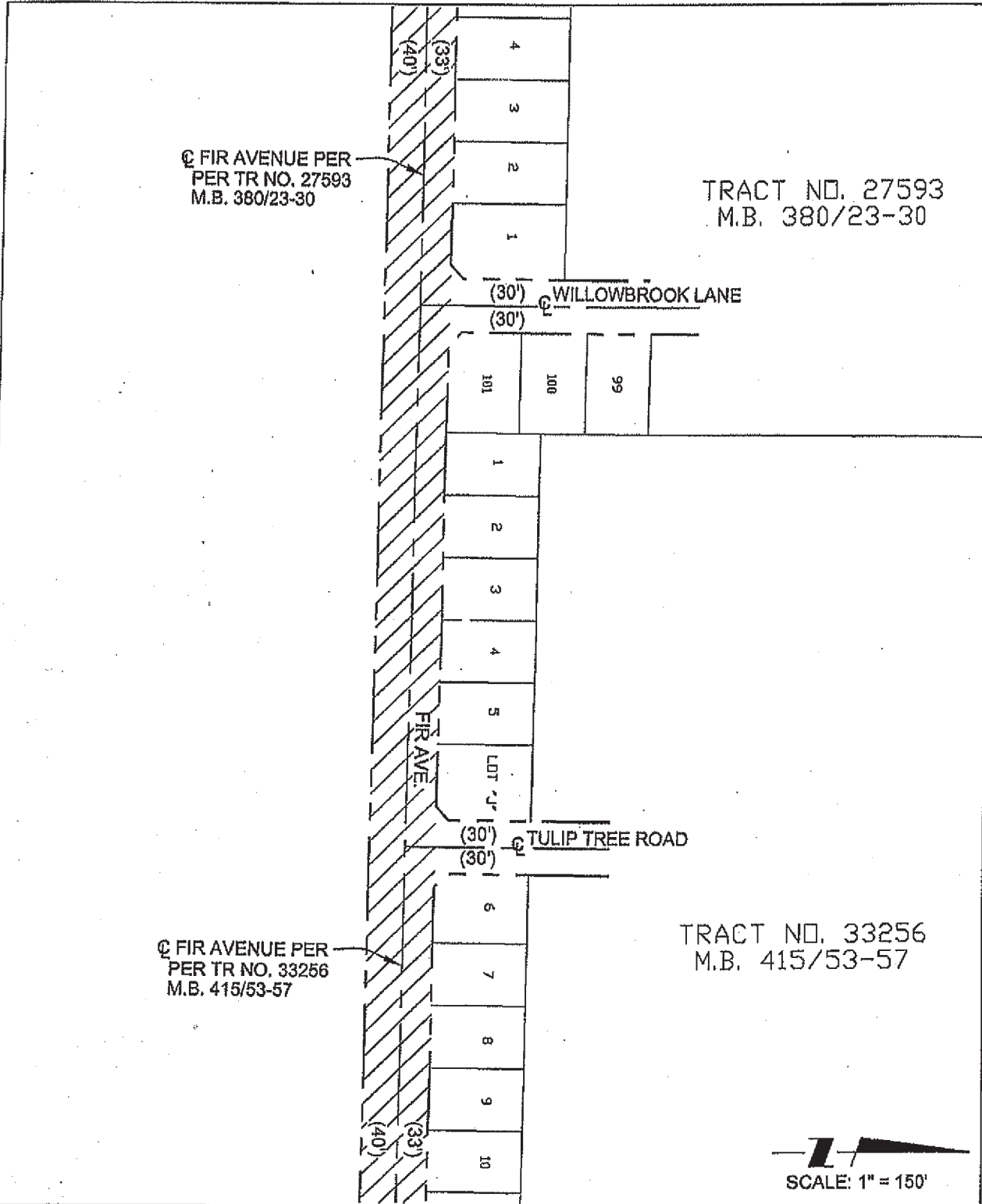
SCALE: 1" = 150'



**Associated Engineers**  
 A SUBSIDIARY OF **PARSONS BRINCKERHOFF**  
 3311 E. SHELBY ST. • ONTARIO, CA 91764-4872  
 TEL: (909) 980-1982 • FAX: (909) 941-0891

**SOUTHERN CALIFORNIA EDISON**  
**RIGHT OF WAY EXHIBIT**

SHEET 2 OF 7



C FIR AVENUE PER  
 PER TR NO. 27593  
 M.B. 380/23-30

TRACT NO. 27593  
 M.B. 380/23-30

(30') C WILLOWBROOK LANE  
 (30')

101 100 99

FIR AVE.

(30') C TULIP TREE ROAD  
 (30')

C FIR AVENUE PER  
 PER TR NO. 33256  
 M.B. 415/53-57

TRACT NO. 33256  
 M.B. 415/53-57

  
 SCALE: 1" = 150'



**Associated Engineers**  
 A SUBSIDIARY OF **PARSONS BRINCKERHOFF**  
 3311 E. SHELBY ST. • ONTARIO, CA 91764-4872  
 TEL: (909) 980-1982 • FAX: (909) 941-0891

**SOUTHERN CALIFORNIA EDISON  
 RIGHT OF WAY EXHIBIT**


SHEET 3 OF 7

☉ FIR AVENUE PER  
PER TR NO. 33256  
M.B. 415/53-57

☉ FIR AVE. R/W PER  
P.M. NO. 34411  
P.M.B. 217/67-72

☉ NASON ST.

P.M. NO. 34411  
P.M.B. 217/67-72

  
SCALE: 1" = 150'



**Associated Engineers**  
A SUBSIDIARY OF **PARSONS BRINCKERHOFF**  
3311 E. SHELBY ST. • ONTARIO, CA 91764-4872  
TEL: (909) 980-1982 • FAX: (909) 941-0891

**SOUTHERN CALIFORNIA EDISON  
RIGHT OF WAY EXHIBIT**

SHEET 4 OF 7

P.M.B. 217/67-72

☉ FIR AVE. R/W PER  
P.M. NO. 34411  
P.M.B. 217/67-72

(44') (44')


FIR AVE.

P.M. NO. 34411  
P.M.B. 217/67-72

EUCALYPTUS AVE.

(50') (60')

☉ EUCALYPTUS AVE. PER  
P.M. NO. 34411  
P.M.B. 217/67-72

  
SCALE: 1" = 150'



**Associated Engineers**  
A SUBSIDIARY OF **PARSONS BRINCKERHOFF**  
3311 E. SHELBY ST. • ONTARIO, CA 91764-4872  
TEL: (909) 980-1982 • FAX: (909) 941-0891

**SOUTHERN CALIFORNIA EDISON  
RIGHT OF WAY EXHIBIT**

SHEET 5 OF 7



☉ EUCALYPTUS AVE. PER  
P.M. NO. 34411  
P.M.B. 217/67-72

(50') (50')

EUCALYPTUS AVE.


P.M. NO. 34411  
P.M.B. 217/67-72

P.M. NO. 34411  
P.M.B. 217/67-72

EUCALYPTUS AVE. PER  
P.M. NO. 30882  
P.M.B. 208/3-8  
☉

(50') (50')

P.M. NO. 30882  
P.M.B. 208/3-8

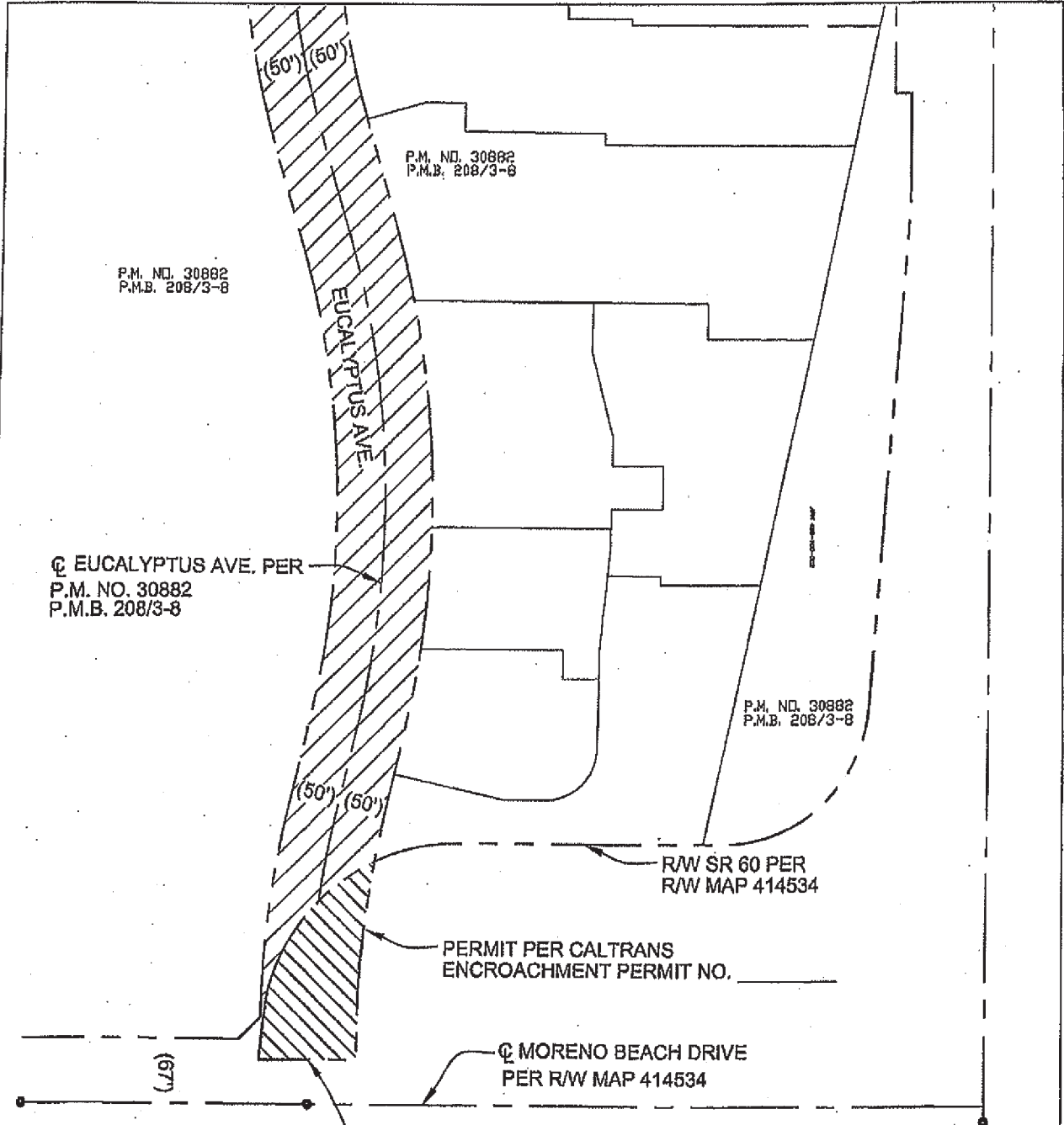
  
SCALE: 1" = 150'



**Associated Engineers**  
A SUBSIDIARY OF **PARSONS BRINCKERHOFF**  
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**SOUTHERN CALIFORNIA EDISON  
RIGHT OF WAY EXHIBIT**

SHEET 6 OF 7



P.M. NO. 30882  
P.M.B. 208/3-8

P.M. NO. 30882  
P.M.B. 208/3-8

☉ EUCALYPTUS AVE. PER  
P.M. NO. 30882  
P.M.B. 208/3-8

P.M. NO. 30882  
P.M.B. 208/3-8

R/W SR 60 PER  
R/W MAP 414534

PERMIT PER CALTRANS  
ENCROACHMENT PERMIT NO. \_\_\_\_\_

☉ MORENO BEACH DRIVE  
PER R/W MAP 414534

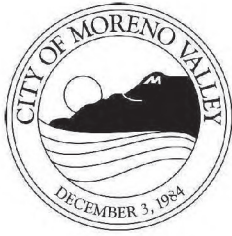
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DATED 08/06/64 RECORDED IN  
O.R. BOOK 3769 PAGE 445



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**SOUTHERN CALIFORNIA EDISON  
RIGHT OF WAY EXHIBIT**

SHEET 7 OF 7



APPROVALS	
BUDGET OFFICER	<i>CAF</i>
CITY ATTORNEY	<i>RLH</i>
CITY MANAGER	<i>PH</i>

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 14, 2009

**TITLE:** NOTICE OF COMPLETION AND ACCEPTANCE OF PIGEON PASS ROAD STREET IMPROVEMENTS FROM IRONWOOD AVENUE TO NORTH CITY LIMITS  
PROJECT NO. 06-41570324

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Accept the work as complete for Pigeon Pass Road Street Improvements from Ironwood Avenue to North City Limits, which was constructed by Sukut Construction Inc. (Sukut), 11840 Pierce Street, #100, Riverside, CA 92505.
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 Sukut Construction thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project.
4. Accept the improvements into the City's maintained road system.

### **BACKGROUND**

On April 22, 2008, the City Council awarded a construction contract to Sukut Construction Inc. for construction of Pigeon Pass Road Street Improvements from Ironwood Avenue to North City Limits and authorized issuance of a purchase order in the amount of \$4,161,614 (Base Bid and Additive Bid Alternates 1, 2, 3 and 4, plus a 20% contingency). The street widening construction work for this 2.6 mile long segment of Pigeon Pass Road began on May 27, 2008.

## **DISCUSSION**

Sukut Construction completed construction of the Pigeon Pass Road Street Improvements from Ironwood Avenue to the North City Limits at Hidden Springs Drive on March 23, 2009. The project enhanced mobility and increased safety by completing missing street widening improvements to provide four (4) traffic lanes with a continuous left turn lane and bikeway facilities. Improvements included asphalt paved traffic lanes, curb and gutter, sidewalks, signal modifications, and storm drain facilities.

The original contract amount was \$3,468,012 for the Base Bid and Additive Bid Alternates 1, 2, 3 and 4. The Contractor completed the project at a total construction cost of \$ 3,879,370.89, inclusive of Change Order Nos. 1 2, 3 and 4 (Final), which represent 11.86% of the original contract and within the \$4,161,614 authorized purchase order amount. The improvements were completed on schedule, within budget, and in accordance with the approved contract documents.

## **ALTERNATIVES**

1. Accept the work as complete for Pigeon Pass Road Street Improvements from Ironwood Avenue to North City Limits, which was constructed by Sukut Construction Inc. (Sukut), 11840 Pierce Street, #100, Riverside, CA 92505; direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the Office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code; authorize the Financial & Administrative Services Director to release the retention to Sukut Construction thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project; and accept the improvements into the City's maintained road system. *This alternative will allow payment to the Contractor and acceptance of the improvements into the City's maintained road system.*
2. Do not accept the work as complete for Pigeon Pass Road Street Improvements from Ironwood Avenue to North City Limits, which was constructed by Sukut Construction Inc. (Sukut), 11840 Pierce Street, #100, Riverside, CA 92505; do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the Office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code; do not authorize the Financial & Administrative Services Director to release the retention to Sukut Construction thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project; and do not accept the improvements into the City's maintained road system. *This alternative will result in delaying payment to the Contractor, delaying acceptance of the improvements into the City's maintained road system and incurring extra costs to the City.*

## **FISCAL IMPACT**

The construction phase of this project is included in Fiscal Year 2008-2009 Capital Improvements Project Budget and is financed by Transportation Uniform Mitigation

Fees (TUMF – Fund 415), Development Impact Fees (DIF – Fund 416) and Measure "A" (Fund 125).

**BUDGETED FUNDS FOR CONSTRUCTION PHASE**

FY 2008/2009 Measure "A" (125.67428).....	\$ 241,000
FY 2008/2009 -- TUMF (415.70324) .....	\$ 7,565,000
FY 2008/2009 – DIF/Streets (416.78725) .....	\$ 2,839,000
<b>Total Available Construction Phase Funds .....</b>	<b>\$10,645,000</b>

**CONSTRUCTION PHASE RELATED COSTS:**

Construction Cost.....	\$ 3,880,000
Construction Survey .....	\$ 113,000
Construction Geotechnical .....	\$ 74,000
Construction Management and Inspection.....	\$367,000
Construction Design Support .....	\$58,000
City Administration and Miscellaneous costs .....	<u>\$130,000</u>
<b>Total Construction Phase Related Costs .....</b>	<b>\$4,622,000</b>

**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**

Sukut Construction Inc. completed construction of the Pigeon Pass Road Street Improvements from Ironwood Avenue to North City Limits on March 23, 2009 within budget and on schedule. The project was funded using Transportation Uniform Mitigation Fees and DIF/Streets fees.

**ATTACHMENTS**

Attachment “A” – Location Map

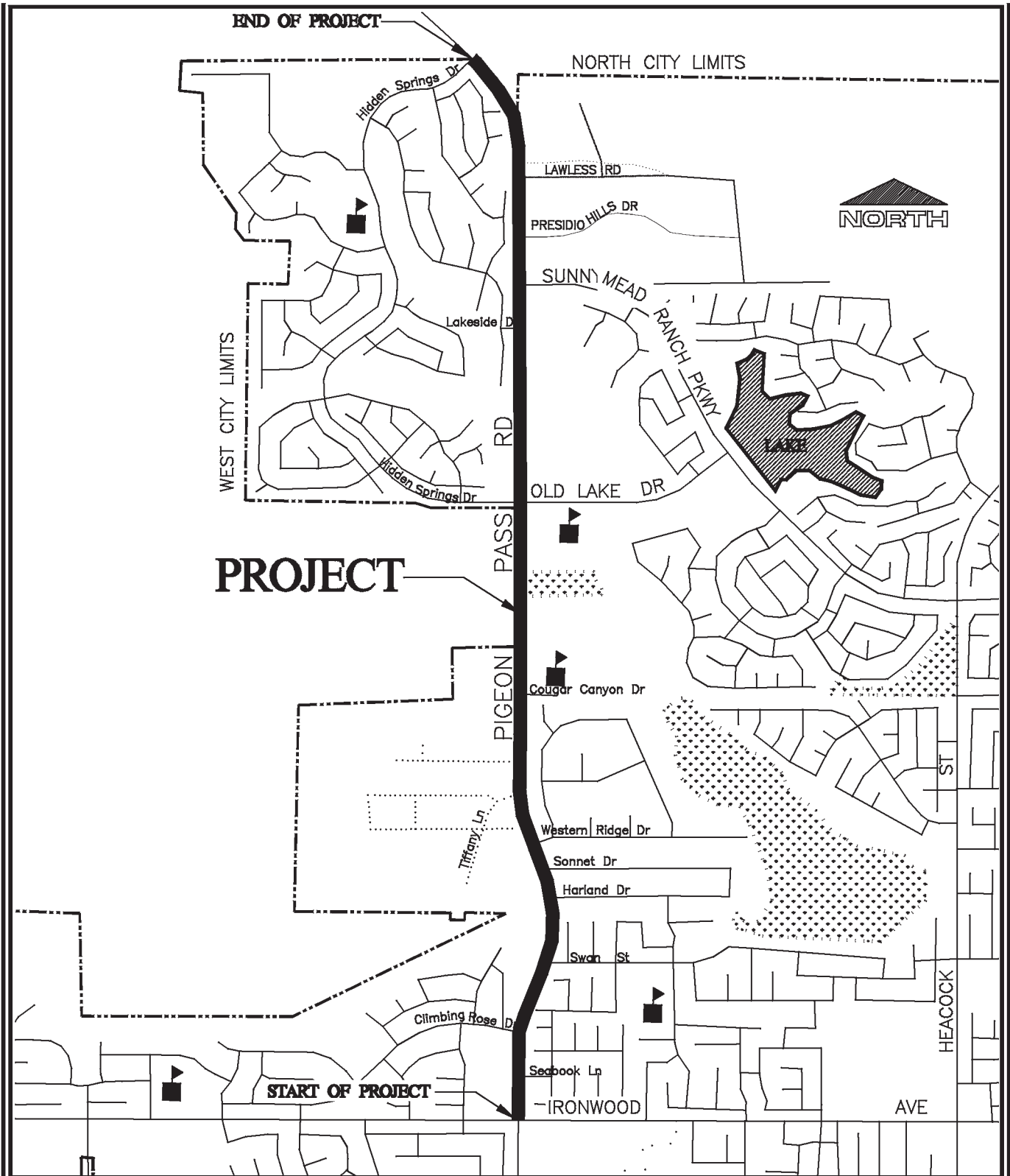
Prepared By:  
 Viren Shah, P.E.  
 Consultant Project Manager

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

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

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

W:\CapProj\CapProj\PROJECTS\Viren - 06-41570324 PigeonPass Climbing Rose-North City Limits TUMF\CC Reports\071409 Staff Report - Notice of Completion - Pigeon Pass\_R.doc



# LOCATION MAP

Public Works Department  
 Capital Projects Division

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Scale: None

**PROJECT NO. 06-415.70324**  
**PIGEON PASS ROAD STREET IMPROVEMENTS**  
 From Ironwood Avenue to North City Limits

**Attachment 1**

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**MINUTES**  
**CITY COUNCIL OF THE CITY OF MORENO VALLEY**  
**June 23, 2009**

**CALL TO ORDER**

**SPECIAL PRESENTATIONS**

1. Proclamation Recognizing Amateur Field Day, June 27-28, 2009
2. Proclamation Recognizing Nakita, a Japanese Akita Dog
3. Proclamation Recognizing County Supervisor Marion Ashley, Support of the Reading Program

**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  
June 23, 2009**

**CALL TO ORDER**

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:30 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

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

**INVOCATION** - Pastor Ted Collins, Renewed Life Fellowship

**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 Herrick	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  
Mike McCarty

Library Services Division Manager  
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; there being none, public comments were closed.

**A CONSENT CALENDAR - CITY COUNCIL**

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

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

**A .2 APPROVAL OF CHECK REGISTER FOR APRIL, 2009 (Report of: Financial & Administrative Services)**

**Recommendation:**

Adopt Resolution No. 2009-60, approving the Check Register for the month of April, 2009 in the amount of \$13,632,798.36.

Resolution No. 2009-60

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

**A .3 AUTHORIZE A CHANGE ORDER TO INCREASE PURCHASE ORDER WITH OVERLAND PACIFIC & CUTLER FOR SR-60/NASON STREET INTERCHANGE IMPROVEMENTS PROJECT - PROJECT NO. 98-25897 (Report of: Public Works Department)**

**Recommendation:**

1. Authorize a Change Order to increase the Purchase Order with Overland Pacific & Cutler (OPC) in the amount of \$104,520 (\$87,100 proposal plus 20% contingency) for extended negotiation services and eminent domain support services for SR-60/Nason Street Interchange Improvements project (Account No. 125.89720); and

2. Authorize the Public Works Director/City Engineer to approve any subsequent changes to the OPC proposal, up to but not to exceed the 20% contingency amount of \$17,420, for the SR-60/Nason Street Interchange Improvements project.

- A .4 APPROVE THE PROPOSED RESOLUTION SUMMARILY VACATING A PORTION OF KITCHING STREET SOUTH OF JOHN F. KENNEDY DRIVE - KITCHING STREET IMPROVEMENTS FROM GENTIAN AVENUE TO ALESSANDRO BOULEVARD PROJECT NO. 07-50182425 (Report of: Public Works Department)

**Recommendation:**

1. Approve and adopt Resolution No. 2009-61, summarily vacating a portion of old Kitching Street right-of-way, west of centerline, from John F. Kennedy Drive to approximately 130' south of Margaret Avenue, excepting and reserving any easement for existing public utilities; and

Resolution No. 2009-61

A Resolution of the City Council of the City of Moreno Valley, California, Ordering the Summary Vacation of a Portion of Kitching Street South of John F. Kennedy Drive

2. Instruct the City Clerk to certify said Resolution and transmit a copy of the Resolution to the County Recorder's office for recording.

- A .5 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR TRAFFIC SIGNAL, STREET AND STORM DRAIN IMPROVEMENTS FOR STATE ROUTE 60 EASTBOUND RAMPS AND REDLANDS BOULEVARD - PROJECT NO. 06-12566625 (Report of: Public Works Department)

**Recommendation:**

1. Award the construction contract for Traffic Signal, Street and Storm Drain Improvements for State Route 60 Eastbound Ramps and Redlands Boulevard to Murrieta Development Company, Inc., 42540 Rio Nedo Road, Temecula, CA 92590, the lowest responsible bidder;
2. Authorize the City Manager to execute a contract with Murrieta Development Company, Inc.;
3. Authorize the issuance of a Purchase Order for Murrieta Development Company, Inc., in the amount of \$672,380.97 (bid amount of \$584,679.10 plus 15% contingency) when the contract has been signed by all parties;

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Murrieta Development Company, Inc., up to, but not exceeding, the Purchase Order contingency amount of \$87,701.87, subject to the approval of the City Attorney; and
5. Authorize the Public Works Director/City Engineer to incrementally accept completed portions of work and pay retainage based on the acceptance of said work in accordance with Public Contract Code, Section 7107.

A .6 AUTHORIZATION TO CLOSE PUBLIC STREETS FOR THE INDEPENDENCE DAY FESTIVITIES ON SATURDAY, JULY 4, 2009 (Report of: Parks and Community Services)

**Recommendation:**

1. Authorize the closure of the following streets between the hours of 7:00 a.m. and 12:00 noon for the purpose of conducting the Fourth of July Parade scheduled to take place on July 4, 2009.
  - a. TownGate Boulevard between Frederick Street, Eucalyptus Avenue and Memorial Way;
  - b. Frederick Street between Centerpointe Drive and Cactus Avenue;
  - c. Cottonwood Avenue between Pan Am Boulevard and Dunhill Drive;
  - d. Eucalyptus Avenue between Pan Am Boulevard and Kochi Drive;
  - e. Dracaea Avenue between Pan Am Boulevard and Kochi Drive;
  - f. Atlantic Circle east of Frederick Street;
  - g. Brabham Street between Frederick Street and Andretti Street;
  - h. TownGate Boulevard between Frederick Street and Heritage Way;
  - i. Bay Avenue between Kristina Court and Courage Street;
  - j. Alessandro Boulevard between Chagall Court and Elsworth Street;
  - k. Resource Way between Frederick Street and Corporate Way;
  - l. Corporate Way between Calle San Juan de Los Lagos and Resource Way;
  - m. Calle San Juan de Los Lagos between Frederick Street and Veterans Way;
  - n. Veterans Way between Cactus Avenue and Alessandro Boulevard;

- o. New Hope between Veterans Way and Elsworth; and
- p. Heritage Way between TownGate Boulevard and Town Circle.

- 2. Authorize the closure of the following streets to through traffic, to remain open only to residents, between the hours of 11:00 a.m. and 9:00 p.m. for the purpose of conducting the Fourth of July Festival and Fireworks Program scheduled to take place on July 4, 2009.
  - a. Petaluma Avenue between Napa Valley and Morrison Street;
  - b. Napa Valley between Dracaea Avenue and Petaluma Avenue;
  - c. Lakeport Drive at Cottonwood Avenue;
  - d. Burney Pass Drive between Cottonwood Avenue and Dracaea Avenue;
  - e. Rockport Drive between Yuba Pass Road and Morrison Street;
  - f. Dracaea Avenue between Morrison Street and Nason Street;
  - g. Letterman Street at Cottonwood Avenue;
  - h. Athletics Drive at Cottonwood Avenue; and
  - i. Mascot Lane at Dracaea Avenue.

- A .7 APPROVE A COOPERATIVE AGREEMENT WITH THE STATE OF CALIFORNIA FOR A LANDSCAPE CORRIDOR MASTER PLAN FOR STATE ROUTE 60 (Report of: Public Works Department)

**Recommendation:**

Authorize the Mayor to execute the "Cooperative Agreement" with the State of California.

- A .8 PARCEL MAP 35150, PERRIS VALLEY MASTER DRAINAGE PLAN (LATERAL B-3 AND B-3.2) - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTION OF INDIAN STREET, SAN MICHELE ROAD, AND NANDINA AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER - FR/CAL MORENO VALLEY, LLC. A DELAWARE LIMITED LIABILITY COMPANY, LONG BEACH, CA 90802-4217 (Report of: Public Works Department)

**Recommendation:**

- 1. Adopt Resolution No. 2009-62 authorizing the acceptance of the public improvements for Parcel Map 35150, Perris Valley Master

Drainage Plan (Lateral B-3 and B-3.2) as complete and accepting the portion of Indian Street, San Michele Road, and Nandina Avenue associated with the project into the City's maintained street system; and

Resolution No. 2009-62

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete Within Parcel Map 35150, Perris Valley Master Drainage Plan (Lateral B-3 and B-3.2), and Accepting the Portion of Indian Avenue, San Michele Road, and Nandina Avenue Associated with the Project into the City's Maintained Street System

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

A .9 WASTE MANAGEMENT OF THE INLAND EMPIRE FY 2009/2010 RATE ADJUSTMENT (Report of: Public Works Department)

**Recommendation:**

Approve the Waste Management of the Inland Empire proposed Fiscal Year (FY) 2009/2010 Rate Adjustment

A .10 P08-031 – APPROVAL OF PROPOSED RESOLUTION, SUMMARY VACATION OF A PORTION OF HEMLOCK AVENUE - NORTH SIDE OF HEMLOCK AVENUE, WEST OF DEERWOOD LANE - DEVELOPER: WATHOGALA SARANASTRI MORENO VALLEY, CA 92557 (Report of: Public Works Department)

**Recommendation:**

1. Approve and adopt Resolution No. 2009-63, summarily vacating a portion of Hemlock Avenue, south of APN 292-181-020, located on the north side of Hemlock Avenue, west of Deerwood Lane for P08-031; and

Resolution No. 2009-63

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

California, Ordering the Summary Vacation of a Portion of Hemlock Avenue, North Side of Hemlock Avenue, West of Deerwood Lane.

2. Direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recording.

- A .11 AMENDMENT TO THE JOINT POWERS AGREEMENT OF THE WESTERN RIVERSIDE COUNCIL OF GOVERNMENTS TO ADD WATER DISTRICTS TO THE GOVERNING BOARD (Report of: City Manager's Office)

**Recommendation:**

Approve an amendment to the Joint Powers Agreement of the Western Riverside Council of Governments (WRCOG) to add water districts to the WRCOG governing board.

- A .12 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

**Recommendation:**

Receive and file the Reports on Reimbursable Activities for the period of June 3-16, 2009.

- A .13 RESOLUTION TO RATIFY THE APPLICATION FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT AND TO ACCEPT THE \$105,989.00 ALLOCATION TO THE CITY (Report of: Community Development Department)

**Recommendation:**

Approve Resolution 2009-65 to ratify the application by the Code & Neighborhood Services Division for the Edward Byrne Memorial Justice Assistance Grant and to accept the \$105,989 allocated to the City.

Resolution No. 2009-65

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Grant Application Submitted by the Code & Neighborhood Services Division to the Office of Justice Programs for the Edward Byrne Memorial Justice Assistance Grant and Accept the



\$105,989 Allocation

- A .14 CALIFORNIA OFFICE OF TRAFFIC SAFETY (OTS), GRANT FUNDING OPPORTUNITY (Report of: Police Department)

**Recommendation:**

Approve the grant application and authorize acceptance (if granted) of the California Office of Traffic Safety 2009/2010 "Click It or Ticket" seatbelt enforcement mini-grant program in the amount of \$86,991.

- A .15 FIRST AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES WITH NORRIS REPKE, INC. (CONTINUED FROM JUNE 9, 2009) (Report of: Public Works Department)

**Recommendation:**

1. Approve the "First Amendment to Agreement for Professional Consultant Services" with Norris Repke, Inc. (Norris Repke), 400 North Tustin Ave., Suite 230, Santa Ana, CA 92705, to provide Professional Consultant Services and increase the agreement amount by the "not to exceed" fee of \$295,000;
2. Authorize the City Manager to execute said "First Amendment to Agreement for Professional Consultant Services" with Norris Repke; and
3. Authorize a Change Order to the Purchase Order to Norris Repke in the amount of \$295,000 when "First Amendment to Agreement for Professional Consultant Services" has been signed by all parties. (Account No. 501.82725).

- A .17 AUTHORIZATION FOR THE MAYOR TO SIGN THE PROPOSITION 218 LETTER FOR EACH CITY AND COMMUNITY SERVICES DISTRICT FUND TO BE TRANSMITTED WITH THE FIXED CHARGE SUBMITTAL, AS REQUIRED BY THE COUNTY OF RIVERSIDE (Report of: Public Works Department)

**Recommendation:**

Approve and adopt the proposed Resolution No. 2009 - 64 to authorize the Mayor to sign the Proposition 218 letters to be sent to

the Riverside County Auditor-Controller for Fiscal Year (FY) 2009/10.

- A .18 TRANSFER OF REAL PROPERTY LOCATED AT 15111 INDIAN AVENUE (APN 485-042-029) FROM THE CITY OF MORENO VALLEY, A MUNICIPAL CORPORATION, TO THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AND THE TRANSFER OF 1.5 ACRES ON THE NORTHWEST CORNER OF THE REAL PROPERTY LOCATED AT THE NORTHEAST CORNER OF MORRISON STREET AND COTTONWOOD AVENUE (APN 487-370-013) FROM THE MORENO VALLEY COMMUNITY SERVICES DISTRICT TO THE CITY OF MORENO, A MUNICIPAL CORPORATION. (Report of: Fire Department)

**Recommendation:**

1. Authorize the Mayor to execute a quitclaim deed to transfer real property located at 15111 Indian Avenue (APN 485-042-029) from the City of Moreno Valley, a Municipal Corporation, to the Moreno Valley Community Services District; and
2. Authorize the Mayor to execute the Certificate of Acceptance, which will allow the transfer of 1.5 acres on the northwest corner of the real property located on the northeast corner of Morrison Street and Cottonwood Avenue (APN 487-370-013) from the Moreno Valley Community Services District to the City of Moreno Valley, a Municipal Corporation (Attachment B).

- A .19 AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT WITH WILLDAN TO PROVIDE FOR INTERIM BUILDING OFFICIAL SERVICES (Report of: Community Development Department)

**Recommendation:**

Approve the "Amendment to Agreement for Independent Contractor" with Willdan Engineering, to include professional consulting services for the position of Interim Building Official in the Building and Safety Division of the Community Development Department.

- A .20 MINUTES - REGULAR MEETING OF JUNE 9, 2009 (Report of: City Clerk's Department)

**Recommendation:**

Approve as submitted.

- A .21 APPLICATION FOR MEMBERSHIP IN THE PUBLIC ENTITY RISK MANAGEMENT AUTHORITY (PERMA) (Report of: Human Resources)

**Recommendation:**

Adopt Resolution 2009-67 making application for membership in the Public Entity Risk Management Authority (PERMA) Liability Program and authorizing the City Manager to execute the appropriate legal documents.

Resolution No. 2009-67

A Resolution of the City Council of the City of Moreno Valley, California, Applying for Membership in the Public Entity Risk Management Authority and to Participate in its Liability Program

- A .22 PARCEL MAP 33532 – RELEASE THE GRADING IMPROVEMENT BONDS FOR MASS GRADING IMPROVEMENTS AND ACCEPT THE SUBSTITUTE AGREEMENT FOR EROSION CONTROL (Report of: Public Works Department)

**Recommendation:**

1. Authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor securities associated with the Parcel Map 33532 mass grading improvements;
2. Authorize the Mayor to execute the attached Substitute Agreement for Erosion Control Improvements associated with Parcel Map 33532; and
3. Instruct the City Clerk to forward the completed Substitute Agreement for Erosion Control Improvements to the County Recorder's Office for recordation.

**B CONSENT CALENDAR - COMMUNITY SERVICES DISTRICT**

- B .1 ORDINANCES - READING BY TITLE ONLY

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

- B .2 AUTHORIZATION TO CLOSE PUBLIC STREETS FOR THE INDEPENDENCE DAY FESTIVITIES ON SATURDAY, JULY 4, 2009 (Report of: Parks and Community Services)

**Recommendation:**

1. Authorization to Close Public Streets for the Independence Day Festivities on Saturday, July 4, 2009
  - a. TownGate Boulevard between Frederick Street, Eucalyptus Avenue and Memorial Way;
  - b. Frederick Street between Centerpointe Drive and Cactus Avenue;
  - c. Cottonwood Avenue between Pan Am Boulevard and Dunhill Drive;
  - d. Eucalyptus Avenue between Pan Am Boulevard and Kochi Drive;
  - e. Dracaea Avenue between Pan Am Boulevard and Kochi Drive;
  - f. Atlantic Circle east of Frederick Street;
  - g. Brabham Street between Frederick Street and Andretti Street;
  - h. TownGate Boulevard between Frederick Street and Heritage Way;
  - i. Bay Avenue between Kristina Court and Courage Street;
  - j. Alessandro Boulevard between Chagall Court and Elsworth Street;
  - k. Resource Way between Frederick Street and Corporate Way;
  - l. Corporate Way between Calle San Juan de Los Lagos and Resource Way;
  - m. Calle San Juan de Los Lagos between Frederick Street and Veterans Way;
  - n. Veterans Way between Cactus Avenue and Alessandro Boulevard;
  - o. New Hope between Veterans Way and Elsworth; and
  - p. Heritage Way between TownGate Boulevard and Town Circle.
  
2. Authorize the closure of the following streets to through traffic, to remain open only to residents, between the hours of 11:00 a.m. and 9:00 p.m. for the purpose of conducting the Fourth of July Festival and Fireworks Program scheduled to take place on July 4, 2009.
  - a. Petaluma Avenue between Napa Valley and Morrison Street;
  - b. Napa Valley between Dracaea Avenue and Petaluma Avenue;
  - c. Lakeport Drive at Cottonwood Avenue;
  - d. Burney Pass Drive between Cottonwood Avenue and Dracaea Avenue;
  - e. Rockport Drive between Yuba Pass Road and Morrison Street;
  - f. Dracaea Avenue between Morrison Street and Nason Street;
  - g. Letterman Street at Cottonwood Avenue;

- h. Athletics Drive at Cottonwood Avenue; and
- i. Mascot Lane at Dracaea Avenue.

B .3 TRANSFER OF REAL PROPERTY LOCATED AT 15111 INDIAN AVENUE (APN 485-042-029) FROM THE CITY OF MORENO VALLEY, A MUNICIPAL CORPORATION, TO THE MORENO VALLEY COMMUNITY SERVICES DISTRICT AND THE TRANSFER OF 1.5 ACRES ON THE NORTHWEST CORNER OF THE REAL PROPERTY LOCATED AT THE NORTHEAST CORNER OF MORRISON STREET AND COTTONWOOD AVENUE (APN 487-370-013) FROM THE MORENO VALLEY COMMUNITY SERVICES DISTRICT TO THE CITY OF MORENO, A MUNICIPAL CORPORATION (Report of: Fire Department)

**Recommendation:**

1. Authorize the Chairman of the Board of Directors of the Moreno Valley Community Services District to execute the Certificate of Acceptance that will allow the transfer real property located at 15111 Indian Avenue (APN 485-042-029) from the City of Moreno Valley, a Municipal Corporation, to the Moreno Valley Community Services District;
2. Authorize the Chairman of the Board of Directors of the Moreno Valley Community Services District to execute a quitclaim deed, which will allow the transfer 1.5 acres on the northwest corner of the real property located on the northeast corner of Morrison Street and Cottonwood Avenue (APN 487-370-013) from the Moreno Valley Community Services District to the City of Moreno Valley, a Municipal Corporation; and
3. Authorize and direct the City Engineer to approve, and submit, the legal description for the transfer of title from the Moreno Valley Community Services District to the City of Moreno Valley, a Municipal Corporation, of 1.5 acres located on the northwest corner of APN 487-370-013 identified as Exhibit A on the grant deed as well as approve and submit an illustrated plat identified as Exhibit B on the grant deed.

B .4 MINUTES - REGULAR MEETING OF JUNE 9, 2009 (Report of: City Clerk's Department)

**Recommendation:**

Approve as submitted.

- B .5 AUTHORIZATION FOR THE MAYOR TO SIGN THE PROPOSITION 218 LETTER FOR EACH CITY AND COMMUNITY SERVICES DISTRICT FUND TO BE TRANSMITTED WITH THE FIXED CHARGE SUBMITTAL, AS REQUIRED BY THE COUNTY OF RIVERSIDE (Report of: Public Works Department)

**Recommendation:**

That the City Council acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), approve and adopt the proposed Resolution No. CSD 2009 - 16 to authorize the Mayor, acting in the capacity of President of the CSD, to sign the Proposition 218 letters to be sent to the Riverside County Auditor-Controller for FY 2009/10.

**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 JUNE 9, 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 JUNE 9, 2009 (Report of: City Clerk's Department)

**Recommendation:**

Approve as submitted.

**Joint Consent Calendar Items A1-D2 approved except Item A16, which was pulled for separate discussion/action. m/Mayor Pro Tem Bonnie Flickinger, s/Council Member Robin N. Hastings**  
**Approved by a vote of 5-0.**

## **E PUBLIC HEARINGS**

### **E .1 PUBLIC HEARING FOR DELINQUENT RESIDENTIAL SOLID WASTE ACCOUNTS**

#### **Recommendation: That the City Council:**

1. After conducting the public hearing:

Approve placing the submitted list of delinquent solid waste accounts, available in the City Clerk's office, on the Fiscal Year (FY) 2009/2010 Riverside County property tax roll for collection; and

2. Direct the City Clerk to file with the Riverside County Auditor a certified copy of Resolution 2007-72 and the list of delinquent solid waste accounts as required by Section 5473.4 of the California Health and Safety Code and Section 6.02.030 of the City of Moreno Valley Municipal Code.

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

**Motion to Approve by m/Council Member Robin N. Hastings, s/Council Member Jesse L. Molina**  
**Approved by a vote of 5-0.**

### **E .2 PUBLIC HEARING REGARDING A MAIL BALLOT PROCEEDING FOR TENTATIVE TRACT MAP 32711 BALLOTING FOR NPDES AND CSD ZONE B (Report of: Public Works 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. After conducting the public hearing:

a. Direct the City Clerk to tabulate the returned ballot for the National Pollutant Discharge Elimination System (NPDES) maximum residential regulatory rate for Tentative Tract Map (TTM) 32711;

**Motion to Approve m/Council Member Robin N. Hastings, s/Council Member Jesse L. Molina**  
**Approved by a vote of 5-0.**

The City Clerk announced the results as follows:

Tentative Tract Map 32711, NPDES - Passes

- b. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet and Assessor's 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 residential regulatory rate to TTM 32711.

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

- 2. Staff recommends that the Mayor and City Council acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board"), after conducting the public hearing:

- a. Direct the City Clerk ("CSD Board Secretary") to tabulate the returned ballot for inclusion into and approval of the annual charge for CSD Zone B (Residential Street Lighting) for TTM 32711;

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

The City Clerk announced the results as follows:

Tentative Tract Map 32711, CSD Zone B – Passes

- b. Verify and accept the results 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 CSD Official Tally Sheet and APN listing; and
- d. If approved, authorize and impose the annual charge for CSD Zone B (Residential Street Lighting) to TTM 32711.

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

- E .3 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ('GANN") LIMIT FOR THE CITY OF MORENO VALLEY FOR FY 2009-10 (Report of: Financial &



Administrative Services)

**Recommendation: That the City Council:**

1. Conduct a Public Hearing to receive public comments on the City's appropriations limit for Fiscal Year 2009-10; and

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

2. Adopt Resolution No. 2009-66 establishing the appropriations limit at \$85,198,650 for the City of Moreno Valley for Fiscal Year 2009-10.

Resolution No. 2009-66

A Resolution of the City Council of the City of Moreno Valley, California, Establishing the Appropriations Limit for Fiscal Year 2009-10

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

- E .4 PUBLIC HEARING AND ADOPTION OF RESOLUTION ESTABLISHING APPROPRIATIONS ("GANN") LIMIT FOR THE MORENO VALLEY COMMUNITY SERVICES DISTRICT FOR FY 2009-10 (Report of: Financial & Administrative Services)

**Recommendation: That the City Council:**

1. Acting in their capacity as President and Board Members of the Moreno Valley Community Services District

Conduct a Public Hearing to receive public comments on the Moreno Valley Community Services District's appropriations limit for Fiscal Year 2009-10; and

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

2. Adopt Resolution No. CSD 2009-17 establishing the appropriations limit at \$13,729,179 for the Moreno Valley Community Services District for Fiscal Year 2009-10.

Resolution No. CSD 2009-17

A Resolution of the Moreno Valley Community Services District  
Establishing the Appropriations Limit for Fiscal Year 2009-10

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

- E .5 CONTINUANCE OF 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) (Report of: Community Development Department)

**Recommendation: That the City Council:**

CONTINUE the item to the City Council meeting of July 14, 2009, at the request of the applicant.

**Motion to continue the item to August 25, 2009 City Council meeting by m/Mayor Pro Tem Bonnie Flickinger, s/Council Member William H. Batey II**  
**Approved by a vote of 5-0.**

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

- A .16 CALIFORNIA OFFICE OF TRAFFIC SAFETY "SOBRIETY CHECKPOINT MINI-GRANT PROGRAM FOR LOCAL LAW ENFORCEMENT AGENCIES" GRANT (Report of Police Department)

**Recommendation:**

Approve the grant application and authorize acceptance (if granted) of the California Office of Traffic Safety (OTS) "Sobriety Checkpoint Mini-Grant Program for Local Law Enforcement Agencies" in the amount of \$205,850 for a twelve-month period beginning October 1, 2009 and ending September 8, 2010.

Mayor Stewart opened the agenda item for public comments, which were received from Mike Rios and Ruthie Goldkorn.

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

## G REPORTS

### G .1 APPOINTMENTS TO THE CITY COUNCIL ADVISORY BOARDS AND COMMISSIONS (Report of: City Clerk's Department)

**Recommendation: That the City Council:**

1. Review the ballots for appointments to various City Council Boards and Commissions (to be provided by the City Clerk) and mark your choices where appropriate; or
2. If appointments are not made, declare the positions vacant and authorize the City Clerk to re-notice the positions as vacant.

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

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

Accessibility Appeals Board, Public Representative  
*One term expiring June 30, 2012*  
Michael Anthony Peters

Physically Challenged Representative  
*One term expiring June 30, 2010*  
Nina Hiers

Arts Commission  
*Three terms expiring June 30, 2012*  
Carlos Costillo  
Patricia Korzec  
Ruth Van Hala

Library Commission  
*Two terms expiring June 30, 2012*  
Steven Smelser  
Kristin Streich

Parks and Recreation Commission  
*Two terms expiring June 30, 2012*  
Stewart Swan  
Charles A. Van Dusen

Recreational Trails Board  
*One term expiring June 30, 2012*  
Brenda Jackson

Senior Citizens' Board  
*Three terms expiring June 30, 2012*  
Cleveland Johnson  
Carrie V. Morris  
Beverly K. Petersen

Traffic Safety Commission  
*Two terms expiring June 30, 2012*  
Wraymond Sawyerr  
Eric H. Whittemore

- G .2 RESULTS FOR MAIL BALLOT PROCEEDING FOR A PROPOSED CHARGE INCREASE FOR THE COMMUNITY SERVICES DISTRICT ZONE B (RESIDENTIAL STREET LIGHTING) PROGRAM (Report of: City Clerk's Department)

**Recommendation: That the City Council:**

Acting in their capacity as President and Members of the Board of Directors of the CSD ("CSD Board");

After receiving the report of the CSD Board Secretary:

- a. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet, and APN listing:
- b. Receive and file with the City Clerk's office the accepted Official Tally Sheet and APN listing; and
- c. If approved, authorize and impose the CSD Zone B charge.

Public hearing was conducted on June 9, 2009 (Item E.3).

The City Clerk announced results as follows:

Zone B: Valid WBC "Yes" - 2025; WBC "No" - 4076; Failed

**Motion to Approve by m/Vice President Bonnie Flickinger,**

**s/Board Member William H. Batey II**  
**Approved by a vote of 5-0.**

Council's direction: Bring the issue of street lighting to a future study session (Mayor Stewart/Mayor Pro Tem Flickinger)

- G .3 AMENDED RESULTS FOR MAIL BALLOT PROCEEDING FOR A PROPOSED INCREASE IN THE CSD ZONE D (PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE FOR 17334, 18512/21322, 18784/20906, 18930, 19852, and 31284 TRACTS AND AMENDED RESULTS FOR MAIL BALLOT PROCEEDING FOR A PROPOSED INCREASE IN THE CSD ZONE E (HIGH-SERVICE-LEVEL PARKWAY LANDSCAPE MAINTENANCE) ANNUAL CHARGE FOR ZONE E-3 (MORENO VALLEY RANCH-WEST) (Report of: City Clerk's Department)

**Recommendation: That the City Council:**

Acting in their capacities as President and Members of the Board of Directors of the Moreno Valley CSD ("CSD Board"):

After receiving the report of the CSD Board Secretary:

- a. Verify and accept the amended results of the mail ballot proceeding as identified on the Official Tally Sheet, and APN listing; and
- b. Receive and file with the City Clerk's office the accepted Amended Official Tally Sheet and APN listing.

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

The City Clerk announced that the mail ballots for CSD Zone D and Zone E-3 were tabulated and announced during the June 9, 2009 Regular City Council Meeting. The City Clerk's Department received CSD Zone D and Zone E-3 ballots in sealed Zone B envelopes. CSD Zone D mail ballots were received for tracts 17334, 18512/21322, 18784/20906, 18930, 19852, and 31284. These mail ballots were received before the close of the public hearing. The mail ballots have been counted and the following are the amended results:

Tract 17334:	Valid WBC "Yes": 4; Valid WBC "No": 20 - Failed
Tract 18512/21322:	Valid WBC "Yes":20; Valid WBC "No": 70 - Failed
Tract 18784/20906:	Valid WBC "Yes":8; Valid WBC "No": 22 - Failed
Tract 18930:	Valid WBC "Yes":8; Valid WBC "No": 34 - Failed
Tract 19852:	Valid WBC "Yes":15; Valid WBC "No": 39 - Failed
Tract 31284:	Valid WBC "Yes":6; Valid WBC "No": 28 - Failed

Zone E-3: Valid WBC "Yes": 308.906; Valid WBC "No": 497.847 - Failed

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

- G .4 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR FREDERICK STREET SYNTHETIC TURF MEDIAN IMPROVEMENTS BETWEEN ALESSANDRO BOULEVARD AND CALLE SAN JUAN DE LOS LAGOS - PROJECT NO. 07-41678627 (Report of: Public Works Department)

**Recommendation:**

1. Award the construction contract for the Frederick Street Synthetic Turf Median Improvements between Alessandro Blvd. and Calle San Juan De Los Lagos to Nature Tech Landscaping, Inc., 1760 Marlborough Avenue, Riverside, CA 92507, the lowest responsible bidder;
2. Authorize the City Manager to execute a contract with Nature Tech Landscaping, Inc.;
3. Authorize the issuance a Purchase Order to Nature Tech Landscaping, Inc. in the amount of \$175,638.50 (\$152,729.13 base bid amount plus 15% contingency) when the contract has been signed by all parties;
4. Authorize the City Engineer to execute any subsequent change orders to the contract with Nature Tech Landscaping, Inc., up to but not to exceed the Purchase Order contingency of \$22,909.37; and
5. Authorize the Public Works Director/City Engineer to incrementally accept completed portions of work and pay retainage based on the acceptance of said work in accordance with Public Contract Code, Section 7107.

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

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

**RECESS;  
RECONVENE**

- G .5 CONTINUING DISCUSSION ON PROPOSED OPERATING BUDGET FOR FISCAL YEAR 2009-10 (Report of: Financial & Administrative Services)

**Recommendation: That the City Council:**

Continue discussions on the Proposed Operating Budget for Fiscal Year 2009-10 and provide further direction to staff regarding the proposed solutions for addressing the projected General Fund deficit of \$6,286,400.

**Motion to approve Option No. 2 recommended by the Public Safety Subcommittee, which includes defunding three vacant undedicated supported officer positions and defunding the vacant dedicated unsupported officer position in the West County Narcotics Task Force (WCNTF) and pulling out from WCNTF (total savings of \$811,069) by m/Council Member William H. Batey II, s/Mayor Pro Tem Bonnie Flickinger**  
**Approved by a vote of 4-1, Mayor Stewart opposed.**

Mayor Stewart opened the agenda item for public comments, which were received from Pete Bleckert, Daryl Terrell and Deanna Reeder.

**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

**AGENDA ORDER**

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

Deanna Reeder

- 1) Criteria for the consent calendar agenda

Jerry L. Green

23

MINUTES  
June 23, 2009

1) Proposed Mega Chamber

Daryl Terrell

1) American dream; renewing hope

Linda Wright

1) Chambers of Commerce

Vonzetta Fielding

1) Chambers of Commerce

Mike Rios

1) Budget

2) Small businesses

Ruthie Goldkorn

1) Chambers of Commerce

William Barr

1) Chambers of Commerce

Pete Bleckert

1) Moreno Valley Electric Utility

2) Intersection of Indian and Sunnymead

## **AGENDA ORDER**

### **G .6 INPUT REGARDING THE MID-COUNTY PARKWAY (DISCUSSION) (Molina/Flickinger)**

Mayor Stewart opened the agenda item for public comments, which were received from Pete Bleckert.

No action required.

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

Council Member Batey

1) Responded to speakers' comments - the idea of merging the three Chambers is not new; it was brought up a number of times over the years (before the new Council Members came on board) and at that time it was decided to keep the three separate chambers

2) Attended the dedication of Rock Ridge Park - a very nice park; very impressed



- with drought tolerant grass
- 3) The City is facing very difficult budget choices; asked everyone to be patient; asked residents for suggestions
  - 4) 4th of July is coming up; advised against playing with fireworks, which are illegal in County of Riverside

Mayor Pro Tem Flickinger

- 1) RTA is partnering with Google in placing Riverside Transit Agency's schedules, bus stop locations and step-by-step travel directions on the Internet. Residents can access the information from cell phones or Internet by going to [google.com/transit](http://google.com/transit)
- 2) July 4th is coming up; asked everyone to reflect on why we celebrate it; this is the country of freedom; we are grateful that we live in a country where we can be free
- 3) EMWD is changing its water efficiency habits from voluntary to mandatory; fines will be imposed for violating the regulations

Council Member Hastings

- 1) Addressed Greater Moreno Valley Chamber of Commerce; stated that the Chambers have the same goal of retaining and providing services to business and should work together and address each segment of society
- 3) Responded to Mr. Rios's comments – stated that everybody shares the pain of budget cuts
- 4) EMWD's second tiered rates are now mandatory; the Community Services Department and EMWD will conduct a water conservation workshop to provide tips on how to manage water usage more efficiently; the workshop is tentatively scheduled for July 9; encouraged anyone interested to attend
- 5) Talked to the City Manager and Moreno Valley Chamber of Commerce Executive Director about Adopt a Street Program or Adopt a Center Program, a suggestion brought up by a resident to help Code Enforcement keep the City clean; asked residents to contact the Chamber of Commerce with any suggestions

Council Member Batey seconded to bring this subject to a future study session

Council Member Molina

- 1) Responded to speakers' comments regarding Chambers - stated that he was not familiar with the history behind the three Chambers; he attended several Chambers' events and noticed a low attendance; emphasized the need of working together
- 2) Thanked the Friends of Moreno Valley for donating a TV to the Senior Center; emphasized the importance of taking care of senior citizens' needs

Mayor Stewart

- 1) Stated that the Council is cognizant about preserving core government services (police, fire, animal control and street maintenance) while making budget decisions
- 2) Responded to Mike Rios's comments regarding small businesses - suggested for Mr. Rios to meet with his Council representative
- 3) Responded to Mike Rios's comments regarding Geller & Stewart law firm moving out of the City - explained the reasoning behind this financial decision
- 4) Is pleased that staff is working on small business development
- 5) Referred to an article in The Press-Enterprise regarding labor negotiations - hopes that an agreement will be reached before budget adoption
- 6) Emphasized the contributions of volunteers, especially citizens patrol; would like to see increased participation of volunteers in code enforcement and park ranger reserve programs
- 7) Responded to speaker's comments regarding So California Edison - City's relationship with So California Edison has been remarkable; So Ca Edison has worked with the City on a variety of projects, and they are very cooperative and open. The electric rates are under the control of the Public Utility Commissions.
- 8) Supports having separate Chambers of Commerce; businesses make the chambers successful

## **AGENDA ORDER**

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

The City Manager reported the following:

- 1) The Moreno Valley's Independence and Family FunFest will kick off with the parade from City Hall to TownGate Plaza on July 4, at 9:30 a.m. Beginning at 2 p.m. the festival activities, concert and fireworks display will take place at Morrison Park/Mountain View Middle School.
- 2) Public Works Department received the Targeted Rubberized Asphalt Concrete Incentive Grant for FY 08/09 in the amount of \$120,000 from the California Integrated Waste Management Board. The money will be expended through various capital improvement projects, part of overall City's capital improvement plan.

## **CLOSED SESSION**

### **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 10:37 p.m. by unanimous informal consent.

Submitted by:

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

Approved by:

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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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**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**

**SPECIAL MEETING - 7:00 PM  
JUNE 30, 2009**

**CALL TO ORDER**

Special 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 was called to order at 7:01 p.m. by Mayor Stewart in the Council Chamber located at 14177 Frederick Street.

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

**INVOCATION** – Interim City Attorney Robert Hansen

**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
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

**G. REPORTS**

Mayor Stewart opened the agenda item for public comments, which were received from Deanna Reeder, Jim Hutcheson, Marcia Amino, Daryl Terrell, and Pete Bleckert.

**G.1 ADOPTION OF FISCAL YEAR BUDGET AND RELATED ITEMS (Report of: Financial & Administrative Services)**

**Recommendation: That the City Council:**

1. Approve the Revised General Fund Budget Balancing Plan, as shown in Table 3 of the staff report;

**Motion to approve by m/Mayor Pro Tem Bonnie Flickinger, s/Council Member William H. Batey II**  
**Approved by a vote of 4-1, Council Member Jesse L. Molina opposed.**

2. Reaffirm the Council's direction provided during the Study Session of June 16, 2009, with respect to the Park Ranger/Park Maintenance Programs, or provide staff with further direction (see page 8 of staff report);

**Motion to approve the second option: Hire 1 Full-Time Ranger and 3 Part-Time Laborer positions by m/Mayor Pro Tem Bonnie Flickinger, s/Council Member Jesse L. Molina**  
**Approved by a vote of 5-0.**

3. Adopt Resolution No. 2009-70, approving the Operating Budget for the City of Moreno Valley for FY 2009-10, including all applicable adjustments to the City Manager's Proposed Budget pursuant to the Schedule of Budget Adjustments as amended by the City Council;

Resolution No. 2009-70

A Resolution of the City Council of the City Of Moreno Valley, California, Adopting the Operating Budget for Fiscal Year 2009-10

**Motion to approve by m/Council Member Robin N. Hastings, s/Mayor Pro Tem Bonnie Flickinger**  
**Approved by a vote of 5-0.**

4. Acting in its capacity as the President and Board of Directors of the Moreno Valley Community Services District, adopt Resolution No. CSD 2009-19, approving the Operating Budget for the Moreno Valley Community Services District for FY 2009-10, including all applicable adjustments to the City Manager's Proposed Budget pursuant to the Schedule of Budget Adjustments (Attachment "A") as amended by the City Council;

Resolution No. CSD 2009-19

A Resolution of the Moreno Valley Community Services District, Adopting the Operating Budget for Fiscal Year 2009-19

**Motion to approve by m/Vice President Bonnie Flickinger, s/Board Member Robin N. Hastings**  
**Approved by a vote of 5-0.**

5. Acting in its capacity as the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. RDA 2009-10, approving the Operating Budget for the Community Redevelopment Agency of the City of Moreno Valley for FY 2009-10, including all applicable adjustments to the City Manager's Proposed Budget pursuant to the Schedule of Budget Adjustments as amended by the City Council;

Resolution No. RDA 2009-10

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley, California Adopting the Operating Budget for Fiscal Year 2009-10

**Motion to approve by m/Vice Chairperson Bonnie Flickinger, s/Agency Member William H. Batey II**  
**Approved by a vote of 5-0.**

6. Approve the FY 2009-10 Position Control Roster, which reflects authorized City positions consistent with adoption of the FY 2009-10 Operating Budget;

**Motion to approve with the caveat that a new revised list sorted by department and division will be provided to Council at the August 25, 2009 City Council meeting by m/Mayor Pro Tem Bonnie Flickinger, s/Council Member William H. Batey II.**  
**Approved by a vote of 5-0.**

7. Approve the ratified FY 2009-10 Memorandum of Understanding (MOU) between the City of Moreno Valley and the Moreno Valley Management Association (MVMA); and  
**Motion to approve by m/Council Member Robin N. Hastings, s/Council Member Jesse L. Molina**  
**Approved by a vote of 5-0.**
8. Approve the ratified FY 2009-10 Memorandum of Understanding (MOU) between the City of Moreno Valley and the Moreno Valley Confidential Management Employees (MVCME).  
**Motion to approve by m/Mayor Pro Tem Bonnie Flickinger, s/Council Member William H. Batey II**  
**Approved by a vote of 5-0.**

G.2 ADOPTION OF FY 2009-10 CAPITAL IMPROVEMENT PLAN (Report of: Public Works Department)

**Recommendation: That the City Council:**

1. Adopt Resolution No. 2009-68, approving the Capital Improvement Plan as the capital budget for the City of Moreno Valley for FY 2009-10, including all applicable adjustments to the Proposed Capital Improvement Plan (CIP), as detailed in Revisions to the Proposed Capital Improvement Plan;

Resolution No. 2009-68

A Resolution of the City Council of the City of Moreno Valley, California, Adopting the Capital Improvement Plan for Fiscal Year 2009-10

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

2. Acting in its capacity as the President and Board of Directors of the Community Services District of the City of Moreno Valley, adopt Resolution No. CSD 2009-18, approving the Capital Improvement Plan as the capital budget for the Community Services District of the City of Moreno Valley for FY 2009-10, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan; and

Resolution No. CSD 2009-18

A Resolution of the Moreno Valley Community Services District, Adopting the Capital Improvement Plan for Fiscal Year 2009-10



**Motion to approve by m/Vice President Bonnie Flickinger, s/Board Member William H. Batey II**  
**Approved by a vote of 5-0.**

3. Acting in its capacity as the Chairperson and Agency Members of the Community Redevelopment Agency of the City of Moreno Valley, adopt Resolution No. RDA 2009-08, approving the Capital Improvement Plan as the capital budget for the Community Redevelopment Agency of the City of Moreno Valley for FY 2009-10, including all applicable adjustments to the Proposed Capital Improvement Plan, as detailed in Revisions to the Proposed Capital Improvement Plan.

Resolution No. RDA 2009-2009-08

A Resolution of the Community Redevelopment Agency of the City Of Moreno Valley, California Adopting the Capital Improvement Plan for Fiscal Year 2009-10

**Motion to approve by m/Vice Chairperson Bonnie Flickinger, s/Agency Member William H. Batey II**  
**Approved by a vote of 5-0.**

- G.3 A JOINT RESOLUTION OF THE CITY AND REDEVELOPMENT AGENCY OF MORENO VALLEY AUTHORIZING THE CITY ATTORNEY/REDEVELOPMENT AGENCY GENERAL COUNSEL TO COOPERATE WITH THE LEAGUE OF CALIFORNIA CITIES, THE CALIFORNIA REDEVELOPMENT ASSOCIATION, OTHER CITIES AND COUNTIES IN LITIGATION CHALLENGING THE CONSTITUTIONALITY OF ANY SEIZURE BY STATE GOVERNMENT OF THE CITY'S STREET MAINTENANCE AND REDEVELOPMENT FUNDS ( Report of: City Manager's Office)

**Recommendation: That the City Council:**

1. Adopt Joint Resolution No. 2009-69/Resolution No. RDA 2009-09 of the City Council and Redevelopment Agency of Moreno Valley, California Authorizing the City Attorney/Redevelopment Agency General Counsel to Cooperate with the League of California Cities, the California Redevelopment Association, Other Cities and Counties in Litigation Challenging the Constitutionality of any Seizure by State Government of the City's Street Maintenance and Redevelopment Funds

Resolution No. 2009-69/Resolution No. RDA 2009-09

A Joint Resolution of the City Council and Redevelopment Agency of the City of Moreno Valley, Authorizing the City

Attorney/Redevelopment Agency General Counsel to Cooperate with the League of California Cities, the California Redevelopment Association, Other Cities and Counties in Litigation Challenging the Constitutionality of any Seizure by State Government of the City's Street Maintenance and Redevelopment Funds

**Motion to approve by m/Mayor Pro Tem and Vice Chairperson Bonnie Flickinger, s/Council Member and Agency Member William H. Batey II**  
**Approved by a vote of 5-0.**

**CLOSED SESSION**

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

None

**ADJOURNMENT**

The meeting was adjourned in the memory of Probation Officer Walter J. Kelly, Mayor Stewart's brother in-law.

There being no further business to conduct, the meeting was adjourned at 8:40 p.m. by unanimous informal consent.

Submitted by:

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

Approved by:

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

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## Report to City Council

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**TO:** Mayor and City Council  
**FROM:** Jane Halstead, City Clerk  
**AGENDA DATE:** July 14, 2009  
**TITLE:** CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

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### **RECOMMENDED ACTION**

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of June 17 – July 7, 2009.

<i>Reports on Reimbursable Activities</i> June 17 – July 7, 2009		
Council Member	Date	Meeting
William H. Batey II	6/19/09	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
Bonnie Flickinger	6/19/09	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
	6/25/09	Leadership Moreno Valley
	6/25/09	Western Riverside Council of Governments (WRCOG) General Assembly
Robin N. Hastings		None
Jesse L. Molina		None
Richard A. Stewart	6/19/09	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley

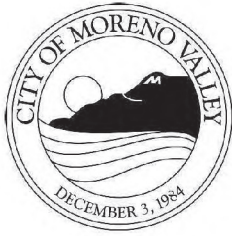
Prepared By:  
 Cindy Miller  
 Executive Assistant to the Mayor/City Council

Department Head Approval:  
 Jane Halstead  
 City Clerk

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

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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Economic Development Department Director

**AGENDA DATE:** July 14, 2009

**TITLE:** DEVELOPMENT PARTNERS FOR NEIGHBORHOOD STABILIZATION PROGRAM

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### RECOMMENDED ACTIONS

Staff recommends that the City Council:

1. Authorize the City Manager to execute a Memorandum of Understanding agreement with National Community Stabilization Trust to acquire foreclosed homes at a discount.
2. Approve Acquisition Rehabilitation and Resale – Single Family Residential Program Guidelines.
3. Approve Acquisition Rehabilitation and Rental – Multi Family Residential Program Guidelines.
4. Authorize the City Manager to prepare and execute a Development Agreement with recommended Development Partners.
5. Authorize the City Manager to execute purchase agreements for the acquisition of foreclosed properties per the provisions of the Neighborhood Stabilization Program and Moreno Valley ARR Program Guidelines.

### BACKGROUND

On November 25, 2008, the City Council approved a Substantial Amendment to the City's 2008-2009 CDBG Action Plan ("Action Plan") as a result of being awarded \$11,390,116 from the U.S. Housing and Urban Development Department's (HUD) Neighborhood Stabilization Program (NSP) to address the housing foreclosure crisis.

The City's NSP establishes three programs to address the foreclosure crisis including:

- The Acquisition, Rehabilitation and Resale (ARR-SFR) Program for single family homes;
- The Acquisition, Rehabilitation and Rental (ARR-MFR) Program for multi-unit rental housing; and,
- The Down Payment Loan Assistance Program for owner-occupied first-time homebuyer housing.

To implement the ARR programs for both single-family and multi-family properties, City staff has been working with CivicStone, Inc., which is a housing consulting firm experienced with the Neighborhood Stabilization Program. CivicStone, Inc. actually worked with the City nine years ago during the last foreclosure cycle and helped administer the City's previous ARR effort.

## **DISCUSSION**

In order to successfully implement elements of the ARR-SFR and ARR-MFR programs, several action items require Council approval and are presented in this Staff Report.

### **THE NATIONAL COMMUNITY STABILIZATION TRUST**

It is proposed that the City of Moreno Valley approve a non-binding MOU with the National Community Stabilization Trust (NCST) to purchase foreclosed homes. The NCST is an unprecedented collaboration of the nation's five leading housing and community development non-profit organizations – the Enterprise Community Partners, Housing Partnership Network, Local Initiatives Support Corporation (LISC), Neighbor Works America, and the National Urban League. Presently the NCST has eight of the largest lenders and mortgage companies in the United States participating in its program including Fannie Mae, Freddie Mac, Wells Fargo, JP Morgan-Chase, Citigroup, Bank of America, Saxon Mortgage and GMAC- Residential Capital.

There is absolutely no cost to the City of Moreno Valley to work with the NCST. The Trust receives its funding through organizations such as the Ford Foundation and other foundations of various financial institutions.

The purpose of the NCST is to serve as a single point of contact between the leading lenders in the country, which own foreclosed properties, and local government agencies that have received NSP funds and are striving to acquire vacant foreclosed properties.

The NCST has standardized the process for acquiring properties from lenders. NCST offers two programs:

1. The "First Look Program" gives the City the opportunity to inspect and acquire foreclosed properties before they are listed on the open market. An accelerated inspection and escrow closing allows lenders to offer properties at a discount and results in a "win-win" purchase scenario. The lenders win because the City closes escrow quickly and thereby reduces holding costs. The City wins because those lender savings are passed along in the form of a discount.

2. The “Targeted Bulk Purchase Program” gives the City the opportunity to purchase distressed properties that have been in the lender’s inventory for an extended period of time and are offered at discounted pricing, similar to the First Look program.

Ten Inland Empire cities with NSP funding have already executed the NCST MOU. Four of them (including Riverside and Corona) are already receiving access to foreclosed properties and the purchase discounts are at least 25% of their estimated value. The actual purchase discounts vary depending upon the holding costs of a particular lender, the condition of the local real estate market, and specific property conditions.

Once the City acquires a property from a lender, the City concurrently transfers ownership of the property to one of its approved Development Partners for the acquisition, rehabilitation and resale (or rental in the case of multi-family properties) of the single-family property to an eligible homebuyer.

The NCST requests the MOU so that they may illustrate their strength in working with local governments and thereby acquire and receive more properties from the participating financial institutions.

#### ARR - SFR PROGRAM GUIDELINES

The ARR-SFR Program for single family homes is designed to acquire and rehabilitate foreclosed homes (described as single-family units, condominiums and townhomes) and resell these homes to qualified buyers earning incomes of up to 120% of area median income (ami). NSP funds totaling \$3,701,788 have already been allocated for the ARR - SFR Program in Moreno Valley.

In creating the ARR Program Guidelines, the ultimate goal is to stabilize residential neighborhoods at risk of decline during this foreclosure crisis by reducing the number of vacant homes and increasing the supply of affordable housing for owner-occupied households. The goal also includes minimizing the subsidy levels from NSP funds, therefore enabling Moreno Valley to improve and stabilize the maximum number of foreclosed properties.

The ARR-SFR Program includes retaining several experienced for-profit or non-profit residential real estate and construction companies to partner with the City to implement the Program (“Development Partners”). The Development Partners are to be retained through a Request for Qualification (“RFQ”) process, which is noted later in this report.

The following are the proposed ARR-SFR Program Guidelines:

1. Development Partners, through City staff, will make offers to acquire foreclosed homes. All foreclosure acquisitions shall strive to obtain a minimum discount of 15% below appraised value, but shall comply with HUD’s NSP requirement of always being 1% below appraised value. For accepted offers, the Development

Partners will submit a proposal to the City prior to escrow closing. The proposal will include the cost to acquire and rehabilitate the property as well as include the post-rehabilitation resale value of the house.

2. Development Partners are compensated three ways, including:
  - a. a maximum of 20% of the actual repair costs for profit and overhead related to rehabilitation,
  - b. a maximum of \$16,000 as a development fee, and
  - c. a maximum of 6% as the resale commission.
3. In compliance with HUD's NSP regulations, homes will be resold for no more than the cost of acquisition and rehabilitation. If the market value exceeds this maximum resale price, surplus revenues from the sale, if any, will be in the form of a silent second loan to the homebuyer.
4. Each Development Partner will be supplied a "subsidy fund" in increments of \$100,000 each towards the acquisition of ARR - SFR foreclosed properties. The maximum subsidy per property allowed shall be \$20,000. Any deficit amount beyond the maximum subsidy allowed per property shall be paid out of the Development Fee. Any further deficit requirement beyond the maximum subsidy of \$20,000 and the development fee of \$16,000 shall be paid out of NSP funds.
5. The City and the Development Partner will have a concurrent escrow for acquisition closings. The Development Partner will be prohibited from transferring the property to another private party without the approval of the City. A regulatory covenant will be recorded on the property to prevent it from being sold to another party.
6. The City will provide acquisition and rehabilitation loans to Development Partners from NSP funds to cover the purchase price and rehabilitation costs. The terms of the acquisition loans will be 0% interest and \$0 fees for the first 180 days, after which the entire loan amount accrues simple interest at 10% annually.
7. Development Partners will be required to evaluate the conditions of the property and prepare a project scope of work as part of the acquisition of the house prior to close of escrow. Any home built prior to 1978 will require compliance within HUD-certified lead based paint testing. In addition, all building code violations will be required to be corrected. The Development Partners will both rehabilitate and maintain the property during the holding period. The City will have the authority to approve, revise, or deny the project scope of work and the rehabilitation performed, and enforce the maintenance conditions.
8. In conformance with HUD's requirements, the homes may only be resold to homebuyers who earn 120% or less of the area median income (\$77,400 for a family of four). Homebuyers will be required to occupy the homes as their primary



residence as well as attend an eight (8) hour HUD approved home buyer education course.

9. The City may provide a home buyer assistance loan utilizing NSP funds.
10. Development Partners are encouraged to use local businesses (including contractors, escrow companies, realtors, hardware suppliers, and title companies).
11. Development Partners must purchase a minimum of 2 properties per month with a maximum inventory of 10 at any given time.
12. All construction work shall commence within 15 days of acquisition closing.
13. The listing and final sales price must be submitted and approved by the City prior to listing and final purchase agreement approval.
14. Within 30 days of the close of escrow with the homebuyer, the Development Partner shall submit a form indicating all final development costs to the City.

#### ARR - MFR PROGRAM GUIDELINES

The ARR-MFR Program is designed to acquire and rehabilitate foreclosed multi-family properties. Twenty-five percent of NSP funds must be used to assist families earning incomes up to 50% of the area median income. The ARR-MFR will retain Development Partners skilled at rehabilitating multi-family apartments and then renting them to income-qualified families. Staff used a Request For Qualifications process to determine the effectiveness of Development Partners. The following are the proposed ARR-MFR Program Guidelines:

1. Profit and Overhead for Rehabilitation shall not exceed 20% of actual repair costs.
2. Developer Risk Fee shall not exceed \$21,000 per 4-unit complex.
3. All foreclosure acquisitions shall strive to obtain a minimum discount of 15% below appraised value, but shall comply with HUD's NSP requirement of always being 1% below appraised value.
4. The RDA and the Development Partner will have a concurrent escrow for acquisition closings.
5. The projects will be owned in fee by the Development Partner.
6. All housing units within the projects will be rented to income-qualified families earning up to 50% of the area median income.

7. Affordable Rent for Very Low Income Households is calculated as 30% of 50% of the area median income, adjusted for family size appropriate to the unit.
8. All projects will have recorded covenants restricting rents for at least 55 years to the 50% of the area median income.
9. Development Partners will execute an Affordable Housing Agreement with the City, which will include the conditions for ownership, rehabilitation, management, and operation of the project.
10. NSP funding will provide financing for all acquisition and rehabilitation. The Development Partner will sign a note for the total cost of the project including all acquisition, rehabilitation, profit, overhead and Developer Risk Fee.
11. The note will require annual payments amortized over the 55 year life of the affordability covenants.
12. The note will be secured by a deed of trust senior to any other financial encumbrance in favor of the City.
13. The note will be repaid from rental income generated by the project after deducting normal operating expenses.
14. All buildings constructed prior to 1978 must be lead based paint tested and remediated if necessary.
15. All Code, Health and Safety Code violations and illegal additions must be corrected.
16. All construction work shall commence within 15 days of acquisition.

#### RFQ - DEVELOPMENT PARTNERS

The benefits of the Acquisition, Rehabilitation, and Resale programs for both the single family and multi-family residential units are far reaching because of the housing stability created in Moreno Valley's neighborhoods. Clearly, property values should increase, but the stabilization of neighborhoods could also result in a diminished need for governmental services including police, fire, and code compliance.

The City of Moreno Valley seeks to retain the most qualified companies to participate in both ARR Programs. To ensure that only high-quality contractor/developers will be added to the participating list, the City issued two Requests for Qualifications (RFQs) – one for residential development partners and one for multi-family development partners. The RFQ's provide minimum qualifications to retain Development Partners, including a minimum of 5 years of extensive experience in the following areas: 1) residential real estate in buying and selling homes; 2) residential rehabilitation or

construction; 3) real property management; and 4.) involvement in other governmental housing programs.

The RFQ's were issued and publically noticed on June 6, 2009. Non-mandatory Bidders' Conferences were held on June 15, 2009 to explain the proposed Program Guidelines and answer questions about the RFQ requirements and processes. The deadline to submit the Statements of Qualifications was June 22, 2009. The response to the RFQ's was positive, with 18 responding for the ARR-MFR. A five person Interview Panel reviewed all Statements of Qualifications and interviewed the most qualified companies on July 2, 2009.

Companies were ranked into four different tier categories as described below:

- Tier 1: One company that is fully integrated. It has a real estate broker's license and general contractor's license within the same company. It has extensive experience in single-family real estate rehabilitation and sales (or in the case of multi-family projects it has experience in owning and managing affordable rental units), and have done extensive work in the Inland Empire area.
- Tier 2: Two companies that join together in one application; one company managing the real estate sales (or in the case of multi-family projects the company with affordable rental experience) and the other performing the construction. They have a long standing relationship with each other and knowledge and experience within the Inland Empire
- Tier 3: Two companies that are described in Tier 2 without the long standing relationship and/or those that lack extensive experience within the Inland Empire.
- Tier 4: Companies without a real estate broker's license (or affordable rental experience) or general contractor's license and/or did not provide an adequate RFQ response.

The following are the recommended Development Partners

Five firms are recommended for selection as the most qualified Development Partners for Moreno Valley's ARR-SFR program.

**ANR Industries Inc.**

Based in Santa Fe Springs, along with a San Bernardino office, ANR is one of the largest and most experienced REO and full-service residential rehabilitation development firms in Southern California. ANR participated in Moreno Valley's ARR-SFR program from 1999 to 2002 (along with similar programs in Pomona, San Bernardino, Rialto, and Perris).

**Mayans Development**

Based in Commerce, along with an office in Yorba Linda, Mayan's is an experienced REO contractor for many major banks, but also a full service construction, rehabilitation,

and real estate company. Mayan's also presently uses several Moreno Valley based-subcontractors in its business operation.

### **Mercy Housing**

Mercy Housing is one of the largest affordable housing developers in California, along with a national presence as an operator of affordable housing projects. Through its national standing in affordable housing, Mercy Housing has moved into working with NSP nationwide. Mercy Housing is presently working with San Bernardino with its NSP, along with talking with other Riverside, San Bernardino, and Orange cities about participating in their NSP's.

### **Sheffield Foreclosure Renovation**

Based in Riverside, Sheffield Homes has been a respected residential developer for sixteen years, with a reputation for delivery quality projects with superior customer service. As the residential market started to turn, Sheffield turned from focusing on new home development by creating an entity to work on REO rehabilitation for a variety of major mortgage lenders in Riverside County. Sheffield's direct access to lenders provides them with the opportunity to acquire distressed properties at significant discounts and their existing relationships with subcontractors and real estate agents in the Riverside/Moreno Valley area enable them to sell rehabilitated houses in a cost-effective manner.

### **VCD Corporation**

Based in Glendora, VCD is a full-service residential and real estate company that since 1992 has focused on providing high-quality development related services for affordable housing in Southern California. From 1999 to 2002 during the last major housing downturn, VCD worked with the cities of Moreno Valley, Rialto, Pomona, San Bernardino, Colton, Perris, and Ontario on their ARR-SFR programs.

Two firms are recommended for selection for a 'waiting list' for Development Partners with the ARR-SFR program.

### **McCanna Group**

Based in Oceanside, but with an office in Temecula, the McCanna Group is a recently formed partnership of several former executives from Barratt American, which has been a major residential developer in Southern California. The principal of the McCanna Group was formerly the President of Barratt's Inland Empire Division.

### **Superior Quality Corporation**

Murrieta based Superior Quality Construction has been very active in the REO rehabilitation industry for a variety of mortgage lenders in the I-215 and I-15 corridors (Temecula to Moreno Valley and Murrieta to Lake Elsinore. Recently, Superior secured an alliance with Century 21 to provide greater access to strong residential brokerage firm.

Two firms are recommended as the most qualified for selection as Development Partners for Moreno Valley's ARR-MFR

### **Mary Erickson Community Housing**

Based in San Clemente, but with an Inland Region office in Corona, Mary Erickson Community Housing is an active non-profit, affordable housing development corporation. Mary Erickson Community Housing has earned a strong track reputation of developing and operating quality affordable housing projects. Mary Erickson Community Housing has been selected to work with NSP activities with the cities of Corona, Riverside, Riverside County (Lake Elsinore area) and the City of San Bernardino.

### **Riverside Housing Development Corporation**

Based in Riverside, Riverside Housing Development Corporation (RHDC) is a respected non-profit, community housing development organization (CHADO). Since it was formed 18 years ago, RHDC has been active with a variety of affordable housing development projects in the Riverside and Moreno Valley area. RHDC has developed a specialization in acquiring distressed multi-family projects (four to eight plex apartment buildings), then rehabilitating and renting them with 55-year affordability covenants. Over the past few years RHDC has acquired a total of eleven multi-family properties in Moreno Valley.

One firm is recommended for selection for a 'waiting list' for Development Partners with Moreno Valley's ARR-MFR program.

### **Jamboree Housing /Stratus Development**

The partnership includes Jamboree Housing Corporation (one of the largest non-profit affordable housing groups in California) and Stratus Development (an Orange County based housing development company).

Development Partners must enter into a Development Agreement with the City. The Agreement will require each Development Partner to follow the Program Guidelines and will terminate if the Partner does not perform to the established standards.

In order to expedite the time needed to acquire the homes and meet the timeframes of the National Community Stabilization Trust, the City Manager will have the authority to either approve or deny acquisitions of properties, the rehabilitation scopes of work, and the resale prices. Please note that all acquisitions, scopes of work and resale prices must conform with the established ARR Guidelines and HUD's NSP requirements.

## **ALTERNATIVES**

1. **Alternative 1.** Authorize the City Manager to execute a Memorandum of Understanding agreement with National Community Stabilization Trust to acquire foreclosed homes at a discount, approve guidelines for both ARR-SFR and ARR-MFR, authorize the City Manager to prepare and execute a Development Agreement with recommended Development Partners, and authorize the City

Manager to execute purchase agreements for the acquisition of foreclosed properties per the provisions of the Neighborhood Stabilization Program and Moreno Valley ARR Program Guidelines.

2. **Alternative 2.** Reject or modify the recommended actions for the ARR Programs. Please note that modifying the Guidelines might jeopardize compliance with HUD's NSP requirements.

**FISCAL IMPACT**

The ARR-SFR and ARR-MFR programs will be funded entirely from the Neighborhood Stabilization Program federal grant.

<u>Fund</u>	<u>Business Unit No/Name</u>	<u>Estimated Amount</u>
00197	19710	\$11,390,116

Please note, there is no impact to the City's General Fund.

**NOTIFICATION**

All notices for RFQ's were accomplished in conformance with the City's Procurement Policy and HUD requirements.

**ATTACHMENTS/EXHIBITS**

ATTACHMENT A	Memorandum of Understanding
ATTACHMENT B	Memorandum of Understanding Guidelines
ATTACHMENT C	Request For Qualifications for ARR-SFR
ATTACHMENT D	Request For Qualifications for ARR-MFR

Prepared By:  
Barry Foster  
Economic Development Director

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



**National Community  
Stabilization Trust**

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1325 G Street, NW, Suite 800 • Washington, DC 20005-3100 • p: (202) 220-2300 • f: (202) 376-2600

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**Memorandum of Understanding**

January 20, 2009

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_

Re: National Community Stabilization Trust, LLC (“Stabilization Trust”)  
Memorandum of Understanding Relating to REO Acquisition Program  
 (“Acquisition Program”)

Dear \_\_\_\_\_:

We are pleased to forward to you the attached Acquisition Program Guidelines under which \_\_\_\_\_ (“Buyer”) has agreed to participate with the Stabilization Trust as a qualified buyer in the Acquisition Program outlined more completely in the attached Acquisition Program Guidelines. The purpose of this letter is to express our appreciation with your agreement to work with the Stabilization Trust in this initial phase of the Acquisition Program.

Although the document indicates “Draft”, it shall serve as our agreement. We anticipate that the terms of the Acquisition Program Guidelines will be ultimately incorporated into an agreement of understanding, as may be necessary in the future.

Preliminarily, however, it is our hope that you will acknowledge the terms of the Acquisition Program Guidelines with the Stabilization Trust by signing the acceptance below.

As we discussed, upon your acceptance, we will immediately commence our involvement with \_\_\_\_\_ as an eligible Buyer under the First Look Purchase Program outlined in Appendix I in the attached Acquisition Program Guidelines as well as the Targeted Bulk Purchase Program. We look forward to our association with you in this very important effort in helping to stabilize our neighborhoods.



**National Community  
Stabilization Trust**

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1325 G Street, NW, Suite 800 • Washington, DC 20005-3100 • p: (202) 220-2300 • f: (202) 376-2600

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Very truly yours,

National Community Stabilization Trust,  
LLC, a Delaware limited liability company

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





**National Community  
Stabilization Trust**

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1325 G Street, NW, Suite 800 • Washington, DC 20005-3100 • p: (202) 220-2300 • f: (202) 376-2600

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ACCEPTANCE:

The undersigned hereby agrees to the terms of the attached Acquisition Program Guidelines and agrees to proceed with the Acquisition Program set forth in the Acquisition Program Guidelines in connection with all eligible properties and the eligible Sellers.

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

\_\_\_\_\_  
\_\_\_\_\_

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

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## National Community Stabilization Trust

### REO Acquisition Program Guidelines for Buyers

#### Discussion Draft

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**Disclaimer:** *The following Term Sheet is provided for convenience only and does not constitute a commitment to purchase or sell any property and shall not create a binding or legally enforceable obligation on the National Community Stabilization Trust (the "Stabilization Trust") or any other party in any way, unless otherwise agreed to by the parties. The terms contained herein are of a summary nature and are not all-inclusive. The activities and policies of the Stabilization Trust will be governed by the legal documents to be executed by parties to the Stabilization Trust and reference is made to such documents for definitive descriptions of the Stabilization Trust and its activities.*

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#### Overview

This Term Sheet outlines the foreclosed property / real estate owned ("REO") Acquisition Program (the "Acquisition Program") of the National Community Stabilization Trust ("NCST" or the "Stabilization Trust"). The purpose of the Acquisition Program is to provide an efficient and cost-effective mechanism for transferring vacant and foreclosed properties from lenders, servicers and investors and GSEs qualified under the terms of the Acquisition Program Guidelines (the "Sellers"), to potential purchasers qualified under the terms of the Acquisition Program Guidelines applicable (the "Buyers"), who may be acting on behalf of a local collaborative effort including local or state community development corporations or other non-profit entities, local government agencies (municipalities, counties and states), for profit developers and individuals, as appropriate working to stabilize targeted communities (the "Local Programs"). By creating a single source structure for the transfer of property, the Stabilization Trust provides a pipeline of properties based on criteria provided by the Buyers on behalf of their Local Programs.

The Acquisition Program provides Buyers with either (a) a right of first offer to purchase REO properties on an ongoing-basis located in targeted communities from Sellers prior to their being listed through traditional REO sale procedures (the "First Look Program") or (b) a bulk purchase program for purchasing significant numbers of currently-listed properties located in communities heavily affected by the foreclosure crisis (the "Targeted Bulk Purchase Program"). The Acquisition Program will provide efficient ways to transfer clusters of properties in vulnerable communities for rehabilitation as part of a comprehensive neighborhood stabilization strategy. Procedures, policies and agreements for both programs are described herein.

The Stabilization Trust has developed a standardized transfer mechanism for offering, selling, and closing vacant REO properties with accepted procedures, timeframes, and documents.

The Acquisition Program establishes the basis for fair and transparent pricing between the Buyers and the Sellers, mitigating a critical issue associated with the transfer of properties in targeted areas – the valuation of REO and otherwise distressed properties in volatile and declining housing markets.

The Acquisition Program provides a standardized mechanism for the

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expedited and flexible transfer of distressed properties. The Stabilization Trust has both a high level of execution expertise and established relationships with Sellers. Through the participation in the Acquisition Program, Buyers gain the benefit of dealing with a single entity on a national level to develop a format and pipeline for purchasing properties in multiple communities. Furthermore the Acquisition Program has established standardized procedures, documents, and closing procedures with multiple Sellers, creating an efficient structure, allowing the Buyers and Local Programs to focus their resources within their respective communities.

The Acquisition Program is a general framework which is used for an ongoing series of transactions in states and communities across the country.

The Acquisition Program has been designed to meet the requirements of and to be used in combination with monies that may be available to states and localities through the HUD Neighborhood Stabilization Program ("NSP") and related Housing and Economic Recovery Act of 2008 (H.R. 3221), and the Stabilization Trust has been working closely with HUD on implementation of the NSP program.

The Stabilization Trust expects to continue to enter into Memoranda of Understanding with additional Buyers for implementation of the Acquisition Program to support their Local Programs pursuant to the terms described herein. The Stabilization Trust works closely with its sponsor organizations (Enterprise Community Partners, the Local Initiatives Support Corporation / LISC, the Housing Partnership Network and NeighborWorks America) in implementing the Acquisition Program with Buyers to support their Local Programs.

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Role of the Stabilization Trust in the Acquisition Program

The Stabilization Trust will provide services to assist selected Buyers and Sellers in arranging the transfer of properties. Such services will include but not be limited to:

- establishment of pre and post purchase procedures;
- coordination of offers for the sale/purchase of REO properties;
- consolidation and distribution of information;
- assistance with coordination of closing processes; and
- in some cases, providing the financing necessary for the purchase of certain properties.

The Stabilization Trust is in the process of refining the Acquisition Program and the services it will provide, and setting a timeline for the implementation of various services. The Stabilization Trust will provide assistance in coordinating the process but will not act as a retail broker for individual transactions or with end users/owner-occupants.

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Local Programs and their Eligible Buyers

The Stabilization Trust's Acquisition Program will be operated with Local Programs who are generally comprised of a coordinated group of community development housing organizations, public-private partnerships, units of local government, or other qualified entities, which may include collaborations of non-profit developers and other charitable organizations, "mission-driven" for-profit developers, private

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	<p>contractors, and local governmental organizations in their Local Programs that:</p> <ul style="list-style-type: none"> <li>are located in targeted communities particularly hard-hit by the foreclosure crisis. Such areas display high concentrations of REO properties, increasing vacancy rates, slow absorption of homes on the market, declining home values, increasing signs of blight, and increasing evidence of abandonment;</li> <li>currently have sufficient capacity to handle the acquisition of portfolios of REO properties; and</li> <li>have the ability to determine market pricing on an on-going basis.</li> </ul> <p>The Local Program, in coordination with the Stabilization Trust's Sponsors as appropriate, will be responsible for determining which entities are appropriate for participation within each targeted community. Additionally, the Local Program, in coordination with the Stabilization Trust's Sponsors as appropriate, will identify a single Buyer in a targeted community who will be responsible for acquiring properties on behalf of the Local Program through the Trust Acquisition Programs. The Buyer of a Local Program will oftentimes convey properties they acquired on behalf of the other participants in the Local Program through a second transaction.</p> <p>Buyers will be required to be pre-qualified by the Stabilization Trust and the Stabilization Trust Sponsor to participate in the Acquisition Program.</p>
Requirements of Buyers: Acquisition Capacity	<p>Buyers will be required to implement the necessary infrastructure within their Local Program for the successful participation in the Stabilization Trust's Acquisition Program.</p> <p>This includes ensuring the Buyers on behalf of their Local Programs have sufficient capacity for the evaluation and purchase of multiple properties through both the First Look Program and Targeted Bulk Purchase Program. This capacity includes the ability to perform property inspections and valuations, and to complete the transfer of the properties pursuant to the Acquisition Program buyer agreements, etc.</p>
Requirements of Buyers: Local Markets	<p>The Buyer will be responsible for the establishment of a baseline understanding of their respective local real estate and property market, to include but not limited to:</p> <ul style="list-style-type: none"> <li>determining what local legal and tax considerations will be relevant for transactions with the Acquisition Program; and</li> <li>determining historic, current and projected local residential market trends.</li> </ul> <p>The Buyer will be responsible for the ongoing monitoring of local markets and for the provision and review of local market reports to the Stabilization Trust.</p>
Requirements of Buyers: Pipeline	<p>The Buyer will be required to provide transaction process updates through the Stabilization Trust's pipeline reports on a periodic basis. These reports shall contain but not be limited to:</p> <ul style="list-style-type: none"> <li>expectation of periodic volume of properties anticipated to be</li> </ul>

	<p>acquired by the Buyer on behalf of their Local Programs; and</p> <p>general requirements of property characteristics.</p>
<p>Requirements of Buyers: Disposition Capacity</p>	<p>The Buyer will be required to establish the necessary infrastructure within their Local Program for the successful participation in the Acquisition Program. This includes:</p> <ul style="list-style-type: none"> <li>ensuring the applicable Local Program within the targeted community has the necessary infrastructure for the management of a large volume of properties, including rehabilitation, disposition strategies, property sales and marketing, asset management, etc.; and</li> <li>knowledge of local affordable housing markets including, affordable financing programs, redevelopment and rehabilitation programs and resources necessary to move purchased REO properties from vacancy to rehabilitated occupied properties.</li> </ul>
<p>Eligible Sellers</p>	<p>The Acquisition Program works with any Sellers that have or anticipate having:</p> <ul style="list-style-type: none"> <li>concentrations of REO properties in targeted communities; and</li> <li>the ability to sell properties under such terms and conditions that meet the requirements of the HUD NSP Property Acquisition Guidelines.</li> </ul> <p>The participating Sellers will:</p> <ul style="list-style-type: none"> <li>agree to participate with the Stabilization Trust in the Acquisition Program and regularly offer properties pursuant to the Acquisition Program Guidelines applicable to their agreement with the Stabilization Trust;</li> <li>supply all Stabilization Trust-requested information on REO properties offered for sale and disclose any known conditions of the properties as required by law; and</li> <li>provide estimates to the Stabilization Trust of the anticipated volume of properties that may enter foreclosure in the targeted communities in order to assist the Stabilization Trust in planning activities and program volume in connection with or relating to the Acquisition Program.</li> </ul>
<p>Eligible Property</p>	<p>In general, vacant and foreclosed property with clear and marketable title will be purchased by the Buyer on an as-is basis.</p> <p>The Buyer will be required to provide the Stabilization Trust with descriptions of property and portfolio characteristics including both those that are threshold minimum requirements and those that are desirable. Such characteristics will include but not be limited to: location, size, condition, value range, proximity to other REO properties, etc. The Stabilization Trust will coordinate with the Sellers on behalf of the Buyer regarding these characteristics.</p> <p>As a part of the sales process, Sellers will be required to fully disclose property characteristics requested by the Buyer and provide updates, as appropriate.</p>

	<p>The Stabilization Trust will identify exceptions to the eligible property criteria and, on a case by case basis, consider property that does not meet the criteria (i.e., occupied, title issues, foreclosure in process, etc.).</p>
Valuation Procedures and Pricing	<p>As a part of the Acquisition Program, Buyers and Sellers will agree to use standardized valuation procedures in order to promote quick and efficient transactions. The desire for expedited transactions requires that the valuation process be open and transparent. Buyers and Sellers will share information regarding the properties in question. Sellers will grant access to properties for inspection by Buyers or their agents. Both Buyers and Sellers will also share information about property history, property conditions, and local market conditions.</p> <p>In addition to agreeing to an open valuation process, Buyers and Sellers will agree that prices should reflect a number of factors beyond standard appraisals. Prices should reflect current local market conditions, including such possible conditions as declining home values, long holding periods, and increased vacancies. Prices should also be adjusted for required rehabilitation costs, the cost of capital invested in the properties, and other holding costs, such as taxes and insurance, maintenance, and administrative overhead during a potentially prolonged holding period.</p>
Pricing and Consideration	<p>In general, Buyers are expected to purchase property on an all-cash basis.</p>
Closing	<p>It is anticipated that Buyers will execute direct purchase contracts with Sellers.</p> <p>The Stabilization Trust has established standard form purchase agreements for the Acquisition Program.</p> <p>Buyers may acquire properties through the Acquisition Program for other entities within their Local Program, and may have subsequent transactions to transfer these properties.</p> <p>[The Stabilization Trust may contract with a national title company to coordinate efficient closings.]</p> <p>[Sellers may represent and warrant clean title (marketable or insurable) to expedite the closing date.]</p>
First Look Program	<p>Appendix I outlines the details of the First Look Program to govern transactions between Buyers and Sellers. The First Look Program will give Buyers the opportunity to purchase foreclosed properties before they are listed for sale through traditional mechanisms. The First Look Program gives Buyers the ability to purchase foreclosed properties in targeted communities immediately after the completion of the foreclosure process, with purchase prices that reflect savings on expenses associated with holding periods and other Seller expenses.</p>
Targeted Bulk Purchase Program	<p>Appendix II outlines the details of the Targeted Bulk Purchase Program to govern transactions between Buyers and Sellers. The Targeted Bulk Purchase Program will give Buyers the opportunity to purchase groupings of listed aged properties in targeted communities. This program allows Buyers to acquire properties in areas with high concentrations of REO properties.</p>

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## National Community Stabilization Trust REO Acquisition Program – First Look Program

### Appendix I

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#### Objective and Overview of the First Look Program

The First Look Program is designed to expedite the transfer process of REO properties. This program will facilitate efficient transactions by establishing a transparent price offer and acceptance process that will reduce and eliminate unnecessarily lengthy negotiations.

Under the First Look Program, Sellers will exclusively offer for sale to Buyers, via the Stabilization Trust [substantially all of] the eligible properties within the identified geographical area meeting the criteria provided by the Buyers via the Stabilization Trust for an agreed upon period. The Buyers will be provided the opportunity to accept an offer on a foreclosed property after the foreclosure process is complete (and any redemption period is expired) and the property is vacated, but before the Seller lists the property through a traditional mechanism (the "First Look Period").

During this First Look Period, the Seller will provide the Buyer (a) physical access to the property for inspection, and (b) the offer of a sale price for the property, which the Buyer will promptly accept, decline or counter.

Additionally, the three parties (the Seller the Buyer and the Stabilization Trust) will, prior to consummating transactions on individual properties within a specific market / target area, establish a common understanding of the local property market(s).

It is intended that the transparency created by sharing pricing methodologies and establishing a common understanding of the local property market(s) will reduce the length of negotiations for the two parties (the Seller and the Buyer) to allow for a greater volume of transactions in as short a time as possible.

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#### Procedures by Stabilization Trust and its Stabilization Trust Sponsors Prior to Offer from Sellers under First Look Program

Prequalify Buyers for the First Look Program participation and enter into an agreement with Buyers establishing the terms and conditions of the Stabilization Trust's services and Buyers' obligations.

Certification of the Buyers' financial capacity to complete the transfer.

In the case of acquisition financing provided by the Stabilization Trust, approval of the Buyers as an eligible recipient of financing.

Provide information to Sellers including:

Geographic areas of concentration and focus of the Buyers through the Stabilization Trust (e.g. zip codes, census tracts, etc.).

Criteria for selection of property in each selected geography (e.g. SFH, vacancy status, etc.).

Expected volume and capacity by area.

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It is expected that the Stabilization Trust will play a role in facilitating the ongoing data exchange, and may assist in further refining the property criteria on behalf of the Seller and Buyer (i.e. Buyer's target area may be set by boundaries incongruous with zip code boundaries).

Localization of this program's standardized procedures, documents, and closing procedures for applicable local market practices, laws and regulations.

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Procedures for Seller Offering of REO Properties and Buyer Responding to Offer

The Seller will provide an ongoing listing of available properties within [\*] days of the eligible vacant property being secured by the Seller. This will include addresses, available inspection dates and other available upfront property information.

The Seller will grant access to the property for inspection by the Buyer in accordance with standard offering procedures for a period of [5] business days. This access will typically be provided once the vacant property has been secured by the Seller, and will occur concurrently with the Seller's agents (i.e. property appraisers, etc.) accessing the property for the purposes of determining the property value.

The Buyer will be responsible for any preliminary property reviews including formal or informal inspections during this property inspection period. The Buyer will be responsible for their own determination of property values. This should be completed in anticipation of the Seller's first offer.

In establishing its offer price ("Offer Price") to the Buyer through the Stabilization Trust, the Seller will provide the following information:

*Seller's Estimate of Fair Market Value of the Property as of the date of the offering.* Seller will provide its Estimated Fair Market Value, the methodology used to derive the estimate (i.e., BPO, full appraisal, AVM, etc.), and the date of the last update to said estimate. Such Seller's estimate would be the price that the Seller would have listed the properties for sale through traditional sales methods. Seller will provide a reasonable level of information to the Stabilization Trust on the basis of the Seller's estimate.

*Seller's Offer Price for the Property as of the date of the offering.* The Stabilization Trust anticipates that the Offer Price will represent an adjustment to the price that incorporates several factors. The first factor is the savings associated with using this transaction type instead of a traditional market listing including: (1) reduced sales and marketing costs, (2) avoided property rehabilitation and maintenance costs, (3) avoided taxes and insurance expenses, and (4) any other one-time and holding costs avoided. The second factor is the benefit of an expeditious sale in the specific local market (which depending on the local market conditions may be a

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volatile and declining market with indeterminate holding periods). The third factor is the impact on net present value of receiving cash payments earlier than an expected sale through traditional means.

Buyer understands that some calculations outlined above may be proprietary and that the Seller may not be able to disclose all adjustments to the Offer Price in an explicit manner. The Seller will, at a minimum, indicate: (1) the Estimated Fair Market Value, (2) the total of any adjustments made to the sales price (and explicitly outline which adjustments were and were not included), (3) the estimated holding time had a traditional market listing been utilized, and (4) the corresponding Total Adjusted Sales Price.

Upon receipt of an offer from the Seller, the Buyer, through the Stabilization Trust, will promptly respond [same day or next business day] with an acceptance, counter offer, or declination. The Seller will make a best effort to respond to any reasonable counter offers during the First Look Period.

Upon acceptance of an offer from the Buyer through the Stabilization Trust, Seller will sign the Stabilization Trust's standard form of purchase contract and provide reasonable assistance to move diligently to closing [within 15 to 30 days]. It is anticipated that the acceptance of any offer made by the Buyer through the Stabilization Trust will be to purchase the property on an all cash basis.

Assuming the Buyer confirms its interest in the property and meets the timelines associated with property inspection and response to offers, the Seller will hold the property off the market and will not offer for sale the property through any other sales channel.

As the Seller's Offer Price (as outlined above) will be less than the Seller's Estimate of Fair Market Value, Seller will explicitly represent that the Seller's Offer Price is consistent with the provisions of the HUD NSP Property Acquisition Guidelines (although the Buyer will need to determine if the level of price adjustment is compliant with the guidelines for their local program).

If the Buyer's response to the Seller's Offer Price (as outlined above) is a counter offer, the Buyer will provide detailed information on the rationale of such counter offer, which may include: (1) the information associated with due diligence performed by the Buyer – for example, the Buyer's property inspection may have identified a structural issue with the property (e.g. fault with foundation, etc.) that may have been overlooked by the Seller's property inspection, and (2) any material differences in the property's value relative to comparables identified by a third-party valuation commissioned by the Buyer.

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## National Community Stabilization Trust REO Acquisition Program – Targeted Bulk Purchase Program

### Appendix II

Objective and Overview of the Targeted Bulk Purchase Program	<p>The Targeted Bulk Purchase Program seeks to facilitate the sale of significant numbers of REO properties in targeted areas that are currently for sale but have remained on the market for an extended period or are otherwise distressed. Targeted Bulk transactions offer the Buyers the benefit of reduced sales-associated costs as compared with traditional market sales on a one-off basis.</p> <p>Under the Targeted Bulk Purchase Program, Sellers will offer for sale to Buyers, via the Stabilization Trust eligible properties within the identified geographical area meeting the criteria provided by the Buyers through the Stabilization Trust.</p> <p>The Seller will provide the Buyer (a) physical access to the property for inspection, and (b) the offer of a sale price for the property, which the Buyer will promptly accept, decline or counter.</p> <p>Additionally, the three parties (the Seller, the Buyer, and the Stabilization Trust) will, prior to consummating transactions on individual properties within a specific market / target area, establish a common understanding of the local property market(s).</p>
Procedures by Stabilization Trust and its Stabilization Trust Sponsors Prior to Offer from Sellers under Targeted Bulk Purchase Program	(same as First Look Program in Appendix I of the Acquisition Program Guidelines)
Procedures for Seller Offering of REO Properties and Buyer Responding to Offer	<p>The Seller will provide current listing of available properties within [*] days of request from the Buyer via the Stabilization Trust. This will include addresses, available inspection dates and other available upfront property information.</p> <p>The Buyer will indicate which of these properties they will move forward with for inspection within [1-2 business days] of having received the current listing of available properties.</p> <p>The Seller will grant access to the properties for inspection by the Buyer in accordance with standard offering procedures for a period of [5] business days. This access will typically be provided by the Seller's agents. The Buyer will confirm which properties they would like to receive an offer for from the Seller by the end of the property inspection period.</p> <p>The Buyer will be responsible for any preliminary property reviews including formal or informal inspections during this property inspection period. Buyer will be responsible for their own determination of property values. This should be completed in anticipation of the Seller's first offer.</p> <p>In establishing its offer price ("Offer Price") to the Buyer through the Stabilization Trust, the Seller will provide the following</p>

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information:

- I. *Seller's Estimate of Fair Market Value of the Property as of the date of the offering.* Seller will provide its Estimated Fair Market Value, the methodology used to derive the estimate (i.e., BPO, full appraisal, AVM, etc.), and the date of the last update to said estimate.
- II. *Seller's Offer Price for the Property as of the date of the offering.* The Stabilization Trust anticipates that the Offer Price will represent an adjustment to the price that incorporates several factors. The first factor is the savings associated with using this transaction type instead of a continued market listing including: (1) reduced sales and marketing costs (if any), (2) avoided property rehabilitation and maintenance costs, (3) avoided taxes and insurance expenses, and (4) any other one-time and holding costs avoided. The second factor is the benefit of an expeditious sale in the specific local market (which depending on the local market conditions may be a volatile and declining market with indeterminate holding periods). The third factor is the impact on net present value of receiving cash payments earlier than an expected sale through traditional means.
- III. Buyer understands that some calculations outlined above may be proprietary and that the Seller may not be able to disclose all adjustments to the Offer Price in an explicit manner. The Seller will, at a minimum, indicate: (1) the Estimated Fair Market Value, (2) the total of any adjustments made to the sales price (and explicitly outline which adjustments were and were not included), (3) the estimated holding time had a traditional market listing been utilized, and (4) the corresponding Total Adjusted Sales Price.

Upon receipt of an offer from the Seller, the Buyer, through the Stabilization Trust, will promptly respond [same day or next business day] with an acceptance, counter offer, or declination. Seller will make a best effort to respond to any reasonable counter offers.

Upon acceptance of an offer from the Buyer through the Stabilization Trust, Seller will sign the Stabilization Trust's standard form of purchase contract and provide reasonable assistance to move diligently to closing [within 15 to 30 days]. It is anticipated that the acceptance of any offer made by the Buyer through the Stabilization Trust will be to purchase the properties on an all cash basis.

The Seller will typically not be able to hold the property off the market until after confirming the receipt of an accepted offer from the Buyer.

As the Seller's Offer Price (as outlined above) will be less than the Seller's Estimate of Fair Market Value, Seller will explicitly represent that the Seller's Offer Price is consistent with the provisions of the HUD NSP

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Property Acquisition Guidelines (although Buyer will need to determine if the level of price adjustment is compliant with the guidelines for their local program).

If the Buyer's response to the Seller's Offer Price (as outlined above) is a counter offer, Buyer will provide detailed information on the rationale of such counter offer, which may include: (1) the information associated with due diligence performed by the Buyer – for example, the Buyer's property inspection may have identified a structural issue with the property (e.g. fault with foundation, etc.) that may have been overlooked by the Seller's property inspection, and (2) any material differences in the property's value relative to comparables identified by a third-party valuation commissioned by the Buyer.

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**City of Moreno Valley  
Request for Qualifications  
Single-Family Residential Acquisition,  
Rehabilitation, and Resale Program**

**June 5, 2009**

ATTACHMENT C

**INVITATION**  
**Request for Qualifications #: NSP0809 – 102**

The City of Moreno Valley is soliciting Statements of Qualifications from qualified firms to provide Single-Family Residential Acquisition, Rehabilitation, and Resale services. This Request For Qualifications (RFQ) describes the services needed, requirements for submission of Statements of Qualifications, and the format to be followed. Statements submitted in response to the RFQ **must** meet all of the City's requirements as specified in the RFQ document to be eligible for consideration.

Documents for the RFQ may be obtained as follows:

**A. In person:**

RFQ documents may be obtained in person from the Economic Development Department, Neighborhood Preservation Division; located at 14177 Frederick St., Moreno Valley, CA 92553.

**B. To request delivery of documents:**

Documents will be sent via Federal Express for a shipping cost of \$10.00. You may call 951-413-3450 to request delivery, email your request [NP@moval.org](mailto:NP@moval.org) or fax it to 951-413-3459. Please address all mailed requests for delivery to Amy Nesmith at:

City of Moreno Valley,  
Economic Development Department / Neighborhood Preservation Division  
PO Box 88005  
Moreno Valley, CA 92552-0805

All questions regarding the content of the Request For Qualifications must be directed to: Shaniqua Freeman, Acting Management Analyst, City of Moreno Valley, CA. Phone: (951) 413-3450 or Email: [shaniquaf@moval.org](mailto:shaniquaf@moval.org).

**Sealed proposals must be received before 1:00 p.m. on June 22, 2009** at the Economic Development Department, Neighborhood Preservation Division, located at: 14177 Frederick St., Moreno Valley, CA 92553. All proposals **must** be delivered in a sealed envelope with the RFQ number, due date, time and the Company Name typed on the outside of the envelope.

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Barry Foster  
Economic Development Director

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Date



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## **INTRODUCTION**

The City of Moreno Valley is seeking qualified companies (“Development Partners”) with extensive experience in the acquisition, rehabilitation and resale of single-family housing to partner with the City of Moreno Valley’s Single-Family Acquisition, Rehabilitation & Resale (“ARR-SFR”) program. The ARR-SFR program is one component of the City of Moreno Valley’s strategy to stabilize rising foreclosures in the community. Funding for the ARR-SFR program will come from the Neighborhood Stabilization Program (“NSP”), which was enacted by the United States Housing and Urban Development Department (“HUD”) as part of the Housing & Economic Recovery Act of 2008.

The City of Moreno Valley has been awarded NSP funds totaling \$11,390,116 and will utilize the majority of this amount to help acquire, rehabilitate and provide rental or home buyer assistance with foreclosed and vacant residential properties with Development Partners selected through this and other Request For Qualification (“RFQ”) processes.

**INVITATION** - You are invited to submit a Statement of Qualifications for the role of:

### **SINGLE-FAMILY HOUSING DEVELOPMENT PARTNER**

## **PROGRAM DESCRIPTION**

In general, the Development Partners will be responsible for the rehabilitation, asset management, and resale single-family residential properties to eligible homebuyers. The following are the primary guidelines of the Moreno Valley ARR-SFR program:

- **ACQUISITION:** Using NSP funds, the City will assist selected Single-Family Development Partners (“Development Partners”) by providing all financing for the acquisition of the foreclosed, vacant single-family units. The City of Moreno Valley will acquire foreclosed homes and then bid these homes to Development Partners. The Development Partners will acquire foreclosed homes by submitting a proposal that includes the cost to acquire, rehabilitate and sell the property. The proposal will include the post-rehabilitation resale value of the house. A development agreement will be entered into between the Development Partner and the City. All acquisitions will require a concurrent escrow with the City of Moreno Valley and the selected Development Partner. Transferring the property title to a private party, with the exception of an income-qualified homebuyer, is prohibited.
- **DISCOUNT:** In accordance with NSP requirements, all foreclosure acquisitions must be purchased at a minimum of 15% below the HUD-certified appraised value of the property. Appraisals must be completed within 60 days of the final offer being

made or prior to close of escrow. The property being acquired must be both foreclosed and vacant.

- **OWNERSHIP:** The City of Moreno Valley will acquire foreclosed homes and then transfer them through a concurrent escrow to the selected Development Partner. Rehabilitated properties will be resold to homebuyers who are at or below moderate-income (<120% of Riverside County area median income). All homebuyers must obtain a low-risk home mortgage loan, attend a homebuyer education course with a HUD certified counseling agency, and remain owner-occupied.
- **REHABILITATION:** The Development Partners will evaluate the condition of the property and prepare a Scope of Work, which must receive City approval prior to close of escrow. The rehabilitation Scope of Work must meet the City's Building Code and Housing Quality Standards (HQS).
- **AFFORDABILITY:** The properties can only be resold to homebuyers who are at or below moderate-income (120% of Riverside County area median income). Homebuyers may be required to have an affordability covenant recorded on the property if they receive financial assistance from NSP funds.
- **FINANCING:** The City will pay for the purchase of the selected properties and will immediately transfer title to the Development Partner. The City will provide all financing for the acquisition and rehabilitation. The total project costs (acquisition and rehabilitation) become a loan ("ARR Loan") to the Development Partner that will be secured by a deed of trust on the property. ARR Loans will be made until funds are exhausted. The terms of the ARR Loans will be 0% interest, \$0 fee, for the first 180 days, after which the loan will accrue simple interest at 10%.
- **CAPACITY:** Development Partners will not be allowed to hold title to more than fifteen ARR-SFR properties at any given time. If this limit is reached, a Development Partner must sell rehabilitated properties to be eligible to purchase additional ARR-SFR properties.
- **COMPENSATION:** The Development Partner will be entitled to a rehabilitation fee based upon the cost of rehabilitation. Reasonable asset management fees can also be included.

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## **DEVELOPMENT PARTNER MINIMUM QUALIFICATIONS**

The City of Moreno Valley would prefer to partner with companies that are fully integrated in all areas of real estate development including construction, asset management, and real estate sales. However, applicants who must "partner" with another company to fulfill the minimum qualifications are also encouraged to apply (shall demonstrate the cooperative ability to provide the minimum qualifications). Preference will be given to applicants that meet the following:

1. Minimum of five (5) years of real estate experience in acquiring and selling owner-occupied properties for development / redevelopment. This experience includes negotiating directly with sellers to acquire property; negotiating directly with buyers to sell property; listing, marketing and placing properties on the Multiple Listing Service; and, having a California real estate broker license in good standing. Within these five (5) years the company must have purchased and sold a minimum of 40 homes.
2. Minimum of five (5) years experience with rehabilitation and construction of single-family properties. This experience includes evaluating property conditions, identifying building code violations, including illegal room additions and conversions, preparing a written rehabilitation scope of work, determining rehabilitation costs; preparing building plans, obtaining required building permits and inspections, and having a California general contractor license in good standing. Within the past five (5) years the company must have been directly involved in rehabilitating a minimum of 20 properties.
3. Minimum of five (5) years experience in asset management including maintaining and securing properties.
4. Within the last ten (10) years, the company must have experience working with local governments in rehabilitating or constructing new single-family residential property. This experience includes a clear understanding of the government program regulations.
5. Development Partners will be required to have an understanding of and ability to work with the Neighborhood Stabilization Program federal regulations and the ARR program guidelines.

## **NSP REGULATIONS AND ARR PROGRAM GUIDELINES**

All companies participating with the City of Moreno Valley will be expected to adhere to the ARR-SFR program guidelines and a Development Agreement. The City reserves the right at any time to acquire, rehabilitate, sell, and/or conduct asset management with or without

the assistance of any company participating in the ARR-SFR program. All selected companies are also required to comply with all regulations per NSP.

### **SUBMISSION REQUIREMENTS**

1. "ITEMS FOR RESPONSE" (see below) will be the basis and outline for your response to this RFQ. Responses should follow the sequence indicated. If you cannot respond to any item, please indicate the reason.
2. Seven (7) copies of the Statement of Qualifications must be submitted (one of the copies shall be unbound and paper clipped, suitable for copying with an automatic-feed copy machine and one copy shall be on compact disk).
3. Submit proposals in a sealed envelope labeled with the words "ARR Program."
4. Only completed responses to this RFQ will be considered.
5. Each proposal submitted should include a cover letter and must be signed by an authorized representative of the company or organization.

### **PROPOSAL SUBMITTED**

All proposals **must** be delivered in a sealed envelope with the **RFQ # NSP0809 – 102**, due date, time and the Company Name typed on the outside of the envelope. Statements of Qualifications shall be received at the following address no later than 1:00 p.m. June 22, 2009:

City of Moreno Valley  
Economic Development Department / Neighborhood Preservation Division  
14177 Frederick Street (hand delivery), P.O. Box 88005 (by mail),  
Moreno Valley, California 92552-0805  
Attention: Shanikqua Freeman, Acting Management Analyst

### **SELECTION PROCESS**

The ARR-SFR program will require the selected Development Partners to participate in a review process. All proposals received will be first reviewed by City staff to ensure compliance with all minimum qualifications per the ARR guidelines. Proposals that meet all of the qualification requirements and demonstrate the applicant's extensive experience in real estate acquisitions, rehabilitation, property management, and financing will be invited to a Review Panel interview. The Review Panel will review all qualified proposals and

make recommendations to the City Manager regarding the Development Partners to retain. The recommendations will require approval of the City Council. The goal is to retain a minimum of four (4) Development Partners to participate in the ARR-SFR Program. Depending on the number of qualified bidders, the City may establish a waiting list for future consideration.

### **ANTICIPATED SCHEDULE**

Issuance of RFQ:	June 5, 2009
Non-Mandatory Bidders' Conference*:	June 15, 2009
Completed RFQ Due:	June 22, 2009 at 1:00 p.m.
Review Panel Meeting:	week of June 29, 2009
Notification Mailed:	week of June 29, 2009
City Council Meeting for Approval:	July 14, 2009

- \* To be held from 10:00 A.M. to Noon at Moreno Valley City Hall Training Room; 14177 Frederick Street, Moreno Valley

### **AGENCY DISCRETION, NON-LIABILITY WAIVERS AND HOLD HARMLESS**

The information in this RFQ is intended to provide general information regarding the ARR-SFR program. This information is not intended or warranted to be a complete statement of all of the information the company might ultimately be required to submit.

This RFQ does not commit the City of Moreno Valley to pay any costs incurred in the preparation of a response. The City reserves the right to accept or reject any proposal in part or in its entirety. The City reserves the right to choose any number of qualified finalists. In addition, the City reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or other schedules, should the City determine, at its sole and absolute discretion, that such changes are necessary. The proposing entity, by submitting a response to this RFQ, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFQ.

Any general questions regarding the program and RFQ should be directed to:

**Shanikqua Freeman**  
**Acting Management Analyst**  
**[shaniquaf@moval.org](mailto:shaniquaf@moval.org) (the best way to communicate with her) or 951-413-3445**  
**or you may also contact Amy Nesmith for assistance at 951-413-3450**

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## ITEMS FOR RESPONSE

(Responses should follow the structure outlined below)

### 1. PROGRAM UNDERSTANDING

This section should convey clear understanding of the nature of the work and identify any major program issues, plus any proposed solutions therefor, from both the Development Partner and any sub-developers.

### 2. BUSINESS STRUCTURE:

- a. Provide a description and an organizational chart of the company / team (including identification of sub-developers and team relationships). This includes when it was created, the company mission, company accomplishments, and why the company is interested in being involved in the ARR program. Please include resumes of all key individuals.
- b. Include a discussion of the firm/team's approach for completing the services required for this project within budget and schedule.
- c. Provide a copy of your Workers Comp and Liability Insurance indicating the limits, carrier and expiration date. A combined single limit policy with aggregate limits in the amount of \$2,000,000 is required. The City's insurance requirements are detailed in the attached Development Agreement.

### 3. APPROACH AND MANAGEMENT PLAN

- a. Provide a brief summary with the proposed approach and management plan for providing services.
- b. Include an organization chart showing proposed relationship among developer team/staff as well as any other parties that may have significant role in the delivery of this project. Please include resumes of all key individuals. Discuss the staffing plan and workload (both current and anticipated) for all key team members, plus their capacity to perform the requested services according to the proposed schedule.

### 4. WORK PLAN AND SCHEDULE

Include a description of how each task of a rehabilitation project will be conducted, identification of deliverables for each task, and an implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the Develop Partner's approach for completing the project.

### 5. REAL ESTATE EXPERIENCE

- a. Provide a description of the company's real estate experience in acquiring single-family properties for development / redevelopment over the last 5 years. This experience should include negotiating directly with sellers to

acquire property; negotiating directly with buyers to sell property; listing, marketing and placing property on the realtors' Multiple Listing Service. Include references.

- b. Provide a copy of the company's California real estate broker license in good standing.
- c. Provide a list of at least 40 properties that your company has directly acquired and sold in the last 5 years. Include the address in the list.
- d. Provide a description of how you plan to market homes for sale in difficult neighborhoods and a tough housing market.

**6. REHABILITATION/CONSTRUCTION EXPERIENCE**

- a. Provide a description of your experience in the rehabilitation and/or construction of residential housing in the last 5 years. Your description should include how you evaluate property conditions, identify building code violations, prepare a written rehabilitation scope of work; determine rehabilitation costs, prepare building plans, and obtain required building permits and inspections. Include references.
- b. Provide a sample scope of work document from one of your actual properties.
- c. Provide a copy of the company's California general contractor's license in good standing.
- d. Provide addresses of at least 20 properties that required major rehabilitation and/or construction by the company in the last 5 years. Include before and after photos of a few of the best properties.
- e. Do you agree to provide a one-year customer service warranty on your rehabilitation work for the eventual homebuyer?
- f. Disclose any cities that have already selected, or are considering, the company for participation in a similar ARR-NSP program.
- g. If all of the cities mentioned above approved your company for participation, how many properties could your company realistically commit to rehabilitating in the next twelve months in the City of Moreno Valley?

**7. ASSET MANAGEMENT EXPERIENCE**

- a. Provide a description of your experience in property asset management of in the in the last 5 years. Include a list of properties that you managed.
- b. Provide a description of how your company plans to maintain and secure the properties throughout the entire process, including during the construction period and after rehabilitation is completed but while the property waits for the tenants to move-in.

**4. FINANCING**

- a. Provide your organization's most recent financial statement.
- b. If the ARR-SFR program is very active, the acquisition and rehabilitation financing provided by the City will be exhausted. What are your existing financial sources for acquisition funds? Please include company, financial limits, contact person, address, and phone information.

**5. EXPERIENCE WORKING WITH GOVERNMENTS**

- a. Provide a brief description of your experience in the last 10 years in working with local governments in rehabilitating or constructing new residential property. Demonstrate that this experience includes understanding the government regulations in program administration and the various funding sources.
- b. Provide a list of government agencies (including reference contacts) with whom you have you have worked.





**City of Moreno Valley  
Request for Qualifications  
Multi-Family Acquisition, Rehabilitation,  
and Rental Program**

**June 5, 2009**

ATTACHMENT D

**INVITATION**  
**Request for Qualifications #: NSP0809 – 101**

The City of Moreno Valley is soliciting Statements of Qualifications from qualified firms to provide Multi-Family Residential Acquisition, Rehabilitation, and Rental services. This Request For Qualifications (RFQ) describes the services needed, requirements for submission of Statements of Qualifications, and the format to be followed. Statements submitted in response to the RFQ **must** meet all of the City's requirements as specified in the RFQ document to be eligible for consideration.

Documents for the RFQ may be obtained as follows:

**A. In person:**

RFQ documents may be obtained in person from the Economic Development Department, Neighborhood Preservation Division; located at 14177 Frederick St., Moreno Valley, CA 92553.

**B. To request delivery of documents:**

Documents will be sent via Federal Express for a shipping cost of \$10.00. You may call 951-413-3450 to request delivery, email your request [NP@moval.org](mailto:NP@moval.org) or fax it to 951-413-3459. Please address all mailed requests for delivery to Amy Nesmith at:

City of Moreno Valley,  
Economic Development Department / Neighborhood Preservation Division  
PO Box 88005  
Moreno Valley, CA 92552-0805

All questions regarding the content of the Request For Qualifications must be directed to: Shaniqua Freeman, Acting Management Analyst, City of Moreno Valley, CA. Phone: (951) 413-3450 or Email: [shaniquaf@moval.org](mailto:shaniquaf@moval.org).

**Sealed proposals must be received before 1:00 p.m. on June 22, 2009** at the Economic Development Department, Neighborhood Preservation Division, located at: 14177 Frederick St., Moreno Valley, CA 92553. All proposals **must** be delivered in a sealed envelope with the RFQ number, due date, time and the Company Name typed on the outside of the envelope.

---

Barry Foster  
Economic Development Director

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Date

## **INTRODUCTION**

The City of Moreno Valley is seeking qualified companies (“Development Partners”) with extensive experience in the acquisition, rehabilitation and rental of multi-family housing to partner with the City of Moreno Valley’s Multi-family Acquisition, Rehabilitation & Rental (“ARR-MFR”) program. The ARR-MFR program is one component of the City of Moreno Valley’s strategy to stabilize rising foreclosures in the community. Funding for the ARR-MFR program will come from the Neighborhood Stabilization Program (“NSP”), which was enacted by the United States Housing and Urban Development Department (“HUD”) as part of the Housing & Economic Recovery Act of 2008.

The City of Moreno Valley has been awarded NSP funds totaling \$11,390,116 and will utilize the majority of this amount to help acquire, rehabilitate and provide rental or home buyer assistance with foreclosed and vacant residential properties with Development Partners selected through this and other Request For Qualification (“RFQ”) processes.

**INVITATION** - You are invited to submit a Statement of Qualifications for the role of:

### **MULTI-FAMILY HOUSING DEVELOPMENT PARTNER**

## **PROGRAM DESCRIPTION**

The following are the primary guidelines of the Moreno Valley ARR-MFR program:

- **ACQUISITION:** Using NSP funds, the City will assist selected Multi-Family Development Partners (Development Partners) by providing all financing for the acquisition of the foreclosed, vacant multi-family rental units. All acquisitions will require a concurrent escrow with the City of Moreno Valley and the selected Development Partner.
- **DISCOUNT:** In accordance with NSP requirements, all foreclosure acquisitions must be purchased at a minimum of 15% below the HUD-certified appraised value of the property. Appraisals must be completed within 60 days of the final offer being made or prior to close of escrow. The property being acquired must be both foreclosed and vacant.
- **OWNERSHIP:** Rehabilitated properties will be owned, operated, and maintained by the Development Partner. The total project costs (acquisition and rehabilitation) become a loan to the selected Development Partner that will be secured by a deed of trust on the property.

- **REHABILITATION:** The Development Partner will evaluate the condition of the property and prepare a Scope of Work, which must receive City approval prior to close of escrow. The rehabilitation Scope of Work must meet the City's Building Code and Housing Quality Standards (HQS).
- **AFFORDABILITY:** Development Partners will rehabilitate the property and then rent units to families earning up to 50% of the area median income in accordance with the terms to be described in an Affordable Housing Agreement. Covenants restricting rental rates and the tenants' incomes will be recorded upon transfer. The restrictive covenants will remain in force for at least 55 years from the transfer.
- **FINANCING:** The City will pay for the purchase of the selected properties and will immediately transfer title to the Development Partner. The City will provide all financing for the acquisition and rehabilitation. The total project costs (acquisition and rehabilitation) become a loan to the Development Partner that will be secured by a deed of trust on the property.
- **COMPENSATION:** The Development Partner will be entitled to a rehabilitation fee based upon the cost of rehabilitation. Reasonable asset management fees can also be included.

### **DEVELOPMENT PARTNER MINIMUM QUALIFICATIONS**

The City of Moreno Valley would prefer to partner with companies that are fully integrated in all areas of affordable rental housing development including construction, asset management, and ongoing multi-family housing management operation. However, applicants who must "partner" with another company to fulfill the minimum qualifications are also encouraged to apply (shall demonstrate the cooperative ability to provide the minimum qualifications). Preference will be given to applicants that meet the following:

1. Minimum of five (5) years of real estate experience in acquiring properties for development / redevelopment. This experience includes negotiating directly with sellers to acquire property and having a California real estate broker license in good standing. Within these five (5) years the company must have purchased, rehabilitated, and operated as multi-family rentals a minimum of 5 projects.
2. Minimum of five (5) years experience with rehabilitation and construction of multi-family properties. This experience includes evaluating property conditions, identifying building code violations, preparing a written rehabilitation scope of work, determining rehabilitation costs; preparing building plans, obtaining required building permits and inspections, and having a California general contractor license in good standing. Within the past five (5) years the company must have been directly involved in rehabilitating a minimum of 5 properties.

3. Minimum of five (5) years experience in asset management including maintaining and properly operating multi-family residential properties.
4. Within the last ten (10) years, the company must have experience working with local governments in rehabilitating or constructing new multi-family residential property. This experience includes a clear understanding of the government program regulations.
5. Development Partners will be required to have an understanding of and ability to work with the Neighborhood Stabilization Program federal regulations and the ARR program guidelines.

### **NSP REGULATIONS AND ARR PROGRAM GUIDELINES**

All companies participating with the City of Moreno Valley will be expected to adhere to the ARR-MFR program guidelines and an Affordable Housing Agreement. The City reserves the right at any time to acquire, rehabilitate, sell, and/or conduct asset management with or without the assistance of any company participating in the ARR-MFR program. All selected companies are also required to comply with all regulations per NSP.

### **SUBMISSION REQUIREMENTS**

“ITEMS FOR RESPONSE” (see below) will be the basis and outline for your response to this RFQ. Responses should follow the sequence indicated. If you cannot respond to any item, please indicate the reason.

1. Seven (7) copies of the Statement of Qualifications must be submitted (one of the copies shall be unbound and paper clipped, suitable for copying with an automatic-feed copy machine and one copy shall be on compact disk).
2. Submit proposals in a sealed envelope labeled with the words “ARR-MFR Program.”
3. Only completed responses to this RFQ will be considered.
4. Each proposal submitted should include a cover letter and must be signed by an authorized representative of the company or organization.

**PROPOSAL SUBMITTED**

All proposals **must** be delivered in a sealed envelope with the **RFQ # NSP0809 – 101**, due date, time and the Company Name typed on the outside of the envelope. Statements of Qualifications shall be received at the following address no later than 1:00 p.m. June 22, 2009:

City of Moreno Valley  
Economic Development Department / Neighborhood Preservation Division  
14177 Frederick Street (hand delivery), P.O. Box 88005 (by mail),  
Moreno Valley, California 92552-0805  
Attention: Shanikqua Freeman, Acting Management Analyst

**SELECTION PROCESS**

The ARR-MFR program will require the selected Development Partners to participate in a review process. All proposals received will be first reviewed by City staff to ensure compliance with all minimum qualifications per the ARR guidelines. Proposals that meet all of the qualification requirements and demonstrate the applicant’s extensive experience in real estate acquisitions, rehabilitation, property management, and financing will be invited to a Review Panel interview. The Review Panel will review all qualified proposals and make recommendations to the City Manager regarding the Development Partners to retain. The recommendations will require approval of the City Council. The goal is to retain a minimum of two (2) Development Partners to participate in the ARR Program. Depending on the number of qualified bidders, the City may establish a waiting list for future consideration.

**ANTICIPATED SCHEDULE**

Issuance of RFQ:	June 5, 2009
Non-Mandatory Bidders’ Conference*:	June 15, 2009
Completed RFQ Due:	June 22, 2009 at 1:00 p.m.
Review Panel Meeting:	week of June 29, 2009
Notification Mailed:	week of June 29, 2009
City Council Meeting for Approval:	July 14, 2009

\* To be held from 1:00 to 3:00 P.M. at Moreno Valley City Hall Training Room; 14177 Frederick Street, Moreno Valley

**AGENCY DISCRETION, NON-LIABILITY WAIVERS AND HOLD HARMLESS**

The information in this RFQ is intended to provide general information regarding the ARR-MFR program. This information is not intended or warranted to be a complete statement of all of the information the company might ultimately be required to submit.

This RFQ does not commit the City of Moreno Valley to pay any costs incurred in the preparation of a response. The City reserves the right to accept or reject any proposal in part or in its entirety. The City reserves the right to choose any number of qualified finalists. In addition, the City reserves the right to issue written notice to all participants of any changes in the proposal submission schedule or other schedules, should the City determine, at its sole and absolute discretion, that such changes are necessary. The proposing entity, by submitting a response to this RFQ, waives all rights to protest or seek any legal remedies whatsoever regarding any aspect of this RFQ.

Any general questions regarding the program and RFQ should be directed to:

**Shaniqua Freeman**  
**Acting Management Analyst**  
[shaniquaf@moval.org](mailto:shaniquaf@moval.org) (the best way to communicate with her) or 951-413-3445  
or you may also contact Amy Nesmith for assistance at 951-413-3450

#### **ITEMS FOR RESPONSE**

(Responses should follow the structure outlined below)

**1. PROGRAM UNDERSTANDING**

This section should convey clear understanding of the nature of the work and identify any major program issues, plus any proposed solutions therefor from both the Development Partner and any sub-developers.

**2. BUSINESS STRUCTURE:**

- a. Provide a description of the company / team (including identification of sub-developers and team relationships). This includes when it was created, the company mission, company accomplishments, and why the company is interested in being involved in the ARR program.
- b. Include a discussion of the firm/team's approach for completing the services required for this project within budget and schedule.
- c. Provide a copy of your Workers Comp and Liability Insurance indicating the limits, carrier and expiration date. A combined single limit policy with aggregate limits in the amount of \$2,000,000 is required. The City's insurance requirements are detailed in an Affordable Housing Agreement.

**3. APPROACH AND MANAGEMENT PLAN**

- a. Provide a brief summary with the proposed approach and management plan for providing services.
- b. Include an organization chart showing proposed relationship among Development Partner's team/staff as well as any other parties that may have

significant role in the delivery of this project. Please include resumes of all key individuals. Discuss the staffing plan and workload (both current and anticipated) for all key team members, plus their capacity to perform the requested services according to the proposed schedule.

**4. WORK PLAN AND SCHEDULE**

Include a description of how each task of a rehabilitation project will be conducted, identification of deliverables for each task, and an implementation schedule. The work plan should include sufficient detail to demonstrate a clear understanding of the project. Discuss the Development Partner's approach for completing the project.

**5. REAL ESTATE EXPERIENCE**

- a. Provide a description of the company's real estate experience in acquiring multi-family properties for development / redevelopment over the last 5 years. This experience should include negotiating directly with sellers to acquire property. Include references.
- b. Provide a copy of the company's California real estate broker license in good standing.
- c. Provides a list of at least 5 properties that your company has directly acquired and sold in the last 5 years. Include the address in the list.

**6. REHABILITATION/CONSTRUCTION EXPERIENCE**

- a. Provide a description of your experience in the rehabilitation and/or construction of residential housing in the last 5 years. Your description should include how you evaluate property conditions, identify building code violations, prepare a written rehabilitation scope of work; determine rehabilitation costs, prepare building plans, and obtain required building permits and inspections. Include references.
- b. Provide a sample scope of work document from one of your actual properties.
- c. Provide a copy of the company's California general contractor's license in good standing.
- d. Provide addresses of at least 5 properties that required major rehabilitation and/or construction by the company in the last 5 years. Include before and after photos of a few of the best properties.
- e. Disclose any cities that have already selected, or are considering, the company for participation in a similar ARR-NSP program.
- f. If all of the cities mentioned above approved your company for participation, how many properties could your company realistically commit to rehabilitating in the next twelve months in the City of Moreno Valley?



**7. ASSET MANAGEMENT EXPERIENCE**

- a. Provide a description of your experience in property asset management of in the in the last 5 years. Include a list of properties that you managed.
- b. Provide a description of how your company plans to maintain and secure the properties throughout the entire process, including during the construction period and after rehabilitation is completed but while the property waits for the tenants to move-in.

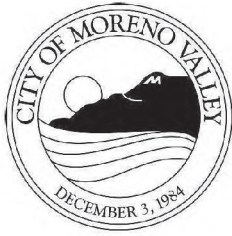
**4. FINANCING**

- a. Provide your organization's most recent financial statement.

**5. EXPERIENCE WORKING WITH GOVERNMENTS**

- a. Provide a brief description of your experience in the last 10 years in working with local governments in rehabilitating or constructing new residential property. Demonstrate that this experience includes understanding the government regulations in program administration and the various funding sources.
- b. Provide a list of government agencies (including reference contacts) with whom you have you have worked.

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

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## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 14, 2009

**TITLE:** Resolution to Grant Another Designated Period for 2 Years Additional Service Credit

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Adopt Resolution No. 2009-74 granting a second designated period for employees to retire and receive an additional 2 years of CalPERS service credit.
2. Approve Form PERS-CON-12, Certification of Governing Body's Action.
3. Approve Form PERS-CON-12A, Certification of Compliance with Government Code Section 7507.
4. Approve the Certification of Compliance with Government Code Section 20903.
5. Direct the City Clerk, upon adoption of said Resolution, to forward to CalPERS a certified copy of: Resolution, Certification of Governing Body's Action and Certification of Compliance with Gov. Code. Sections 7507 and 20903.

### **BACKGROUND**

In response to the City's current economic crisis, the City Council, on March 27, 2009 amended its retirement contract with CalPERS to provide for Government Code Section 20903 (Two Years Additional Service Credit). Under the provisions of this amendment, employees who meet certain minimum age and CalPERS service requirements may receive an additional two years of service credits if they retire during a prescribed "window" of between 90 and 180 days set by the City Council. The purpose of this amendment was to generate salary and benefit savings by way of voluntary retirements.

The first window period was opened for the period March 28, 2009 through June 25, 2009. The response to this early retirement program was very positive with 38 employees taking part and thereby creating an equivalent number of vacancies in General Fund and Non-General Fund positions. The savings resulting from these retirements have mitigated the number of involuntary layoffs required to balance the City's 2009/10 budget. While the full budget impacts from these early retirements will depend upon how many of these vacant positions remain unfilled, we expect that the savings will be substantial across the various funds.

## **DISCUSSION**

With the continuing negative economic outlook and the likelihood of more revenues being pre-empted by the State, staff expects that further budget cuts will be necessary over the next few months. In recent labor negotiations with the Moreno Valley Management Association (MVMA), which represents most of the City's exempt employees, much of the discussion revolved around the potential for more staff cuts and ways to help mitigate these impacts. As a result of those discussions, and after a number of pay and benefit concessions, the MVMA made a request that the City consider opening another retirement window. Thus staff is proposing that the City Council approve a new window period of 165 days (July 15, 2009 through December 26, 2009). This longer window period is being recommended because of the fact that we may not know the complete impacts of State budget actions for several weeks or months.

To take advantage of the additional service credit, employees must be at least 50 years of age, have a minimum of 5 years of CalPERS service credit and retire during the aforementioned retirement window. The retirement option will be offered to full-time miscellaneous employees. At this time, a total of 98 City employees are still eligible for the program. However, based on our previous experience we expect that the number of actual retirements will be less than 20.

In order to offer the additional retirement "window" the City Council must adopt a new Resolution defining the new window period (Exhibit A). The City also must provide three certifications as provided for in CalPERS law. The Certification of Governing Body Action is included as Exhibit B. The Certification of Compliance with Government Code Section 7507 (Exhibit C) certifies that the costs of the program were made public at the City Council meeting of June 30, 2009. The Certification of Compliance with Government Code Section 20903 (Exhibit D) confirms the City's need to take this action and that:

1. Impending layoffs constitute at least one percent of the job classification, department, or organizational unit, as designated by the City; and
2. By this action it is the intent of the City to create unfilled vacancies thereby resulting in a permanent overall reduction in the workforce.

**ALTERNATIVES**

1. Approve the recommended resolution granting a second window period of July 15, 2009 through December 26, 2009 during which eligible miscellaneous City employees may retire and obtain an additional 2 years of CalPERS service credit.
2. Not approve this resolution which may result in a larger involuntary reduction-in-force.

**FISCAL IMPACT**

The fiscal impacts of this second window period were made public at the City Council meeting of June 30, 2009 and are restated here.

The specific cost of authorizing an additional retirement window will not be known until employees apply for retirement. However, according to the CalPERS estimate formula, the cost of the previous offering is approximately 0.47% of payroll amortized over 20 years or approximately \$150,000 per year. That cost, and the cost of any additional service credit, will be added to the City's actuarial accrued liability, which will result in an increase in the employer contribution rate beginning with the 2011-12 fiscal year. If all 98 eligible employees take advantage of the plan, the additional costs would be approximately 1.2% of payroll or \$365,735 per year. However, experience shows that typically only a fraction of those eligible will opt to take part. Consequently, staff has considered two potential scenarios as shown below.

	10% Accept Incentive	20% Accept Incentive
Number of Employees	10	20
Service Credit Cost (amortized)	\$36,200	\$72,400
Annual Salary & Benefit Savings	\$739,500	\$1,479,000
Increase to CalPERS Employer Rate as of FY 2010-11	0.12%	0.24%

Above data assumes that employees accepting the incentive are 59 years old, earn \$51,000 annually, with an additional benefits factor of 45%.

**NOTIFICATION**

The City’s labor groups have been notified that this item is being considered at tonight’s meeting.

**SUMMARY**

The previous offering of the 2 year service credit option was well received and is expected to generate significant savings across a number of funds. Staff believes that a second offering is necessary to help deal with additional losses of City revenue expected as a result of the State taking local funds. With additional retirements we hope to mitigate additional involuntary layoffs.

**ATTACHMENTS**

Exhibit “A” – Resolution # 2009-74

Exhibit “B” – Certification of Governing Body’s Action

Exhibit “C” - Certification of Compliance with Government Code Section 7507

Exhibit “D” – Certification of Compliance with Government Code Section 20903

Prepared By:  
Chris Paxton  
HR Director

Concurred By:  
Betsy Adams  
Assistant City Manager

Department Head Approval:  
Chris Paxton  
HR Director

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

RESOLUTION NO. 2009-74

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO GRANT ANOTHER DESIGNATED PERIOD FOR TWO YEARS ADDITIONAL SERVICE CREDIT

WHEREAS, the City Council of the City of Moreno Valley is a contracting Public Agency of the Public Employees' Retirement System; and

WHEREAS, said Public Agency desires to provide another designated period for Two Years Additional Service Credit, Section 20903, based on the contract amendment included in said contract which provided for Section 20903, Two Years Additional Service Credit, for eligible members;

NOW, THEREFORE, BE IT RESOLVED that said City Council does seek to add another designated period, and does hereby authorize this Resolution, indicating a desire to add a designated period from July 15, 2009 through December 26, 2009 for eligible miscellaneous members.

APPROVED AND ADOPTED this 14<sup>th</sup> day of July, 2009.

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

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
City Clerk  
(Seal)

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

RESOLUTION JURAT

[Clerk's office will prepare]

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



**CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

Employer Services Division  
Contract Maintenance Unit  
P.O. Box 942709  
Sacramento, CA 94229-2709

**CERTIFICATION OF GOVERNING BODY'S ACTION**

I hereby certify that the foregoing is a true and correct copy of a Resolution adopted by the

\_\_\_\_\_ of the  
City Council  
(governing body)

\_\_\_\_\_ of  
City of Moreno Valley  
(public agency)

on \_\_\_\_\_ July 14, 2009  
(date)

\_\_\_\_\_  
Clerk/Secretary

\_\_\_\_\_  
Title

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**CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

Actuarial and Employer Services Branch

Public Agency Contract Services

P.O. Box 942709

Sacramento, CA 94229-2709

(888) CalPERS (225-7377)

**CERTIFICATION OF COMPLIANCE WITH  
GOVERNMENT CODE SECTION 7507**

I hereby certify that in accordance with Section 7507 of the Government Code the future annual costs as determined by the System Actuary for the increase in retirement benefit(s) have been made public at a public meeting of the

\_\_\_\_\_ City Council \_\_\_\_\_ of the  
(governing body)

\_\_\_\_\_ City of Moreno Valley \_\_\_\_\_  
(public agency)

on June 30, 2009 which is at least two weeks prior to the adoption of the  
(date)

Resolution / Ordinance.

\_\_\_\_\_  
Clerk / Secretary

\_\_\_\_\_  
Title

Date \_\_\_\_\_

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**CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM**

Employer Services Division  
Contract Maintenance Unit  
P.O. Box 942709  
Sacramento, CA 94229-2709

**CERTIFICATION OF COMPLIANCE WITH  
GOVERNMENT CODE SECTION 20903**

In accordance with Government code Section 20903 and the contract between the Public Employees' Retirement System, the City Council of the City of Moreno Valley hereby certifies that:

1. Because of an impending curtailment of, or change in the manner of performing service, the best interests of the agency will be served by granting such additional service credit.
2. The added cost to the retirement fund for all eligible employees who retire during the designated window period will be included in the contracting agency's employer contribution rate for the fiscal year that begins two years after the end of the designated period.
3. It has elected to become subject to Section 20903 because of impending mandatory transfers, demotions, and layoffs that constitute at least 1 percent of the job classification, department or organizational unit, as designated by the governing body, resulting from the curtailment of, or change in the manner of performing, its services.
4. Its intention at the time Section 20903 becomes operative is to keep all vacancies created by retirements under this section or 4 at least one vacancy in any position in any department or other organizational unit permanently unfilled thereby resulting in an overall reduction in the work force of such department or organizational unit.

THEREFORE, the City Council of the City of Moreno Valley hereby elects to provide the benefits of Government code Section 20903 to all eligible full-time miscellaneous members who retire within the designated period, July 15, 2009 through December 26, 2009.

CITY COUNCIL  
OF THE  
CITY OF MORENO VALLEY

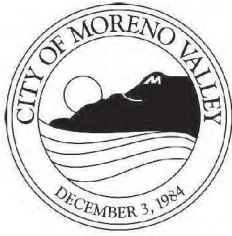
BY \_\_\_\_\_  
Presiding Officer

Attest:

\_\_\_\_\_  
Clerk/Secretary

\_\_\_\_\_

Date



APPROVALS	
BUDGET OFFICER	<i>CAF</i>
CITY ATTORNEY	<i>Red</i>
CITY MANAGER	<i>RM</i>

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 14, 2009

**TITLE:** Fiscal Year 2009/2010 Memorandum of Understanding with Moreno Valley City Employees Association

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### **RECOMMENDED ACTION**

Staff recommends that the City Council approve the attached Memorandum of Understanding (MOU) with the Moreno Valley City Employees Association (MVCEA).

### **BACKGROUND**

The City's previous MOU with MVCEA, a two-year agreement, expired at the end of Fiscal Year 2008/2009. The City was seeking a one-year agreement, which included wage and benefit concessions, to help address a projected General Fund operating deficit of nearly \$6.3 million. MVCEA was seeking compensation enhancements for its members, non exempt career full-time and part-time employees. The City and MVCEA met several times since March 19, 2009 to discuss terms and conditions of a potential one-year MOU but were not able to come to agreement. The City submitted its Last, Best & Final (LBF) offer to MVCEA on June 4, 2009. The City held an impasse meeting with MVCEA on June 24, 2009 where MVCEA agreed to present the LBF offer to its members. MVCEA requested, and the City agreed, the LBF offer be modified to include items in the MOUs with the Moreno Valley Management Association (MVMA) and the Moreno Valley Confidential Management Employees (MVCME) which were not specific to exempt employees. These MOUs were adopted as part of the Fiscal Year 2009/2010 budget on June 30, 2009. MVCEA presented the modified LBF offer to its members at two meetings on July 2, 2009. MVCEA's members voted overwhelmingly to approve it.

### **DISCUSSION**

The City's MOU with MVCEA contains a number of cost savings items already agreed to by the exempt employees represented by MVMA and MVCME and by the members

of the City's Executive Management team, who are not represented. Specifically, the MOU with MVCEA provides the following:

- Continued deferral of the 2% Cost of Living Adjustment (COLA) agreed to earlier this year;
- Agreement to implement a 36-hour work week, which effectively provides 10% in salary savings;
- Agreement to forego any merit increases during Fiscal Year 2009/2010;
- A \$1,629 reduction in the benefit bank for new employees hired after July 1, 2009;
- Agreement to have new employees hired after July 1, 2009 pay the employee share of the CalPERS retirement contribution;
- Agreement that the City will no longer provide the Employer Paid Member Contribution (EPMC) benefit for new employees hired after July 1, 2009; and
- Agreement to amend the City's Annual Leave Policy.

The savings from the MOU with MVCEA has already been included in the adopted budget for Fiscal Year 2009/2010.

### **ALTERNATIVES**

The City Council authorized the LBF offer in Closed Session on June 2, 2009. The MOU developed from the LBF offer was ratified by MVCEA's members on July 2, 2009. The requested action is for formal approval of the MOU with MVCEA by the City Council. There are no alternatives.

### **FISCAL IMPACT**

The adopted budget for Fiscal Year 2009/2010 includes the Revised General Fund Budget Balancing Plan. Included in this plan are the wage and benefit savings from the MOU with MVCEA.

### **CITY COUNCIL GOALS**

***Revenue Diversification and Preservation.*** Develop a variety of City revenue sources and policies to create a stable revenue base and fiscal policies to support essential City services, regardless of economic climate.

### **SUMMARY**

### **NOTIFICATION**

MVCEA was notified that this item was placed on the July 14, 2009 agenda.



**ATTACHMENTS/EXHIBITS**

A. Memorandum of Understanding between the City of Moreno Valley and the Moreno Valley City Employees Association

Prepared By:  
Name  
Title

Department Head Approval:  
Betsy M. Adams  
Assistant City Manager

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

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**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
THE CITY OF MORENO VALLEY  
AND THE MORENO VALLEY CITY EMPLOYEES ASSOCIATION**

The agreement entered into between the City of Moreno Valley and those employees designated as "Non-Exempt" who are represented by the Moreno Valley City Employees Association (MVCEA) covers provisions related to Fiscal Year 2009-10. The following is a list of provisions agreed to between the parties.

**1. TERM**

The term of this agreement shall be July 1, 2009 through June 30, 2010.

**2. SALARY**

The 2% COLA deferral agreed to previously shall remain in effect through June 30, 2010.

**3. MERIT INCREASES**

No merit increases will be awarded during the term of this agreement.

**4. REDUCED WORK-WEEK**

Effective July 10, 2009 employees will be temporarily placed on a 4/9 work schedule. That is, employees shall work four (4) nine-hour days. This will result in a 36-hour work-week and effectively result in a 10% decrease in the work schedule and salary. The work schedule reduction shall be arranged in such a way to provide adequate coverage for public services. City Hall and some other facilities will close on Fridays and the typical work week shall be Monday through Thursday. A 36-hour work week will also be implemented at other City facilities where it is practical to do so, although such facilities may not be closed on Fridays. Thus, some employees in some locations may have a different day off. Regardless of the unpaid day off, this day shall be referred to as the Work Schedule Reduction (WSR) day.

The employee's rate of pay will not change and the current pay rate shall continue to be reported to CalPERS for retirement contribution and reporting purposes. Employer Paid Member Contributions (EPMC) of 8% shall be made based on actual earnings in accordance with CalPERS rules.

Attachment A

**5. BENEFIT BANK**

The benefit bank for employees hired after July 1, 2009 shall be reduced from \$13,629 per year to \$12,000 per year.

**6. PERS EMPLOYEE CONTRIBUTIONS**

Employees hired after July 1, 2009 shall pay the employee's portion of CalPERS retirement contributions (currently 8%). These contributions shall be deducted from the employee's bi-weekly pay. In addition, the City will cease paying the Employer Paid Member Contribution (EPMC) for these employees.

**7. FORFEITED LEAVE BALANCES**

During the term of this agreement, if any MVCEA employee is laid off as the result of a reduction in force and subsequently forfeits any unused sick leave pursuant to City personnel rules, and that employee is later re-called to work within the two year period provided for in the City's "recall" policy, that employee shall have any forfeited sick leave reinstated to a frozen sick leave account established in his/her name. Existing City rules for the use of frozen sick leave will continue to apply to these accounts.

**8. ANNUAL LEAVE**

Effective 7/10/09, the City's existing Annual Leave program shall be modified as follows:

- A. The limit of accrued Annual Leave will be revised to 1,644 hours.
- B. 100% of accrued Annual Leave balances shall be paid in full at the time of separation.
- C. Holiday Hours (88 Hours), except for floating holidays, will no longer be accrued in Annual Leave and will be paid at the time of the holiday. This will involve a 3.385 hours deduction of Annual Leave per pay period. Floating holidays (16 hours) will remain a component of annual leave.
- D. MVCEA Employees shall earn 7.385 hours of annual leave per pay period of service (approximately 192 hours per year). This accrual shall extend to 8.925 hours per pay period (approximately 232 hours per year) at the beginning of the sixth year and extend to 9.845 hours per pay period (approximately 256 hours per year) at the beginning of the 11<sup>th</sup> year. Employees in this category may accrue up to 1,664 hours of annual leave. Once an employee reaches this cap, annual leave accruals will be suspended.

**MVCEA Employees hired prior to 9/22/92, shall accrue annual leave at the rate of 10.465 hours per pay period (approximately 272 hours per year), and may accrue up to 1,664 hours of annual leave. Once an employee reaches this cap, annual leave accruals will be suspended.**

- E. During each calendar year, each full time career employee shall use a minimum of 80 hours of annual leave.**
- F. Employees will be paid for all working hours scheduled to be worked on a holiday. Thus, career, Full-Time Employees will be paid ten hours on a holiday that falls on a ten hour work day, nine hours on holidays that fall on a nine hour work day and eight hours on holidays that fall on an eight hour work day. This only involves official holidays as recognized by the City. Two floating holidays will be credited at 8 hours and will continue to be included in Annual Leave accrual rates as described in Section D above.**
- G. When a holiday falls on a closed work schedule reduction day or regular day off, the employee shall be credited with the appropriate number of hours in his/her Holiday Leave Bank. Hours will be credited as described in Section F above.**
- H. At retirement, Frozen Sick Leave balance (sick leave accrued prior to December 14, 2007) will be paid as elected by the employee per the following formulas:**
  - 1. 70% PERS Service Credit with 30% Cash Out**
  - 2. 80 % PERS Service Credit with 20% Cash Out**
  - 3. 90 % PERS Service Credit with 10% Cash Out**
  - 4. 100 % PERS Service Credit with 0% Cash Out**

**Upon separation, employees shall be paid for 40% of sick leave previously frozen under the City's previous leave program. The remaining 60% shall be forfeited. The exception shall be those employees with sick leave balances "frozen" as of 9/22/92. For those employees, upon retirement, 40% of remaining "frozen" sick leave shall be available for use as PERS service credit while the remaining 60% shall be paid out in cash. Employees not retiring under the City's CalPERS contract shall forfeit the 40% of frozen sick leave.**

## **11. OTHER BENEFITS**

**There shall be no other reductions in City paid benefits during the term of this agreement.**

**12. PARITY**

During the term of this agreement, MVCEA shall have the right to incorporate into this agreement any elements of Memoranda of Understanding entered into between the City of Moreno Valley and any of its other bargaining units if such elements are allocable to non-exempt employees.

**13. RATIFICATION AND EXECUTION** The City and MVCEA acknowledge that this Memorandum of Understanding shall not be in full force and effective until ratified by the bargaining unit and signed by the Mayor and City Manager of the City of Moreno Valley. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and Association, and entered into this \_\_\_\_ day of July, 2009.

**CITY OF MORENO VALLEY**

**MVCEA**

\_\_\_\_\_  
**Richard Stewart,  
Mayor**

\_\_\_\_\_  
**Dennis Buckle,  
President**

\_\_\_\_\_  
**Robert G. Gutierrez,  
City Manager**

\_\_\_\_\_  
**Sherald Koliboski,  
Vice President**

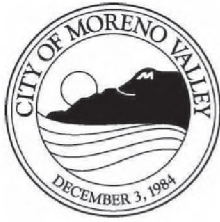
\_\_\_\_\_  
**Betsy Adams,  
Employee Relations Officer**

\_\_\_\_\_  
**Joe Lara,  
Secretary**

\_\_\_\_\_  
**Chris Paxton,  
Human Resources Director**

\_\_\_\_\_  
**Sandra Contreras,  
Treasurer**

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



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

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 14, 2009

**TITLE:** PM 33152-1 – REQUEST TO CONDUCT A FULL ROAD CLOSURE OF OLD 215 FRONTAGE ROAD BETWEEN ALESSANDRO BOULEVARD AND DAY STREET FOR THE CONSTRUCTION OF STREET IMPROVEMENTS FROM AUGUST 17, 2009 – FEBRUARY 17, 2010

**DEVELOPER:** ANDLAND PROPERTIES, LLC  
22629 FELBAR AVENUE  
TORRANCE, CA 90505

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Authorize a full road closure of Old 215 Frontage Road Street from Alessandro Boulevard to Day Street for the construction of street improvements from August 17, 2009 – February 17, 2010.
2. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

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

Not applicable.

### **BACKGROUND**

On February 26, 2008, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA05-0105 and Tentative Parcel Map 33152. The parcel map is a

proposal to divide the 25-acre site into six parcels, four for establishment of a business park development and two for future development. The master plot plan provides for establishment of a business park development consisting of 16 buildings, internal circulation, parking and various site amenities.

On March 4, 2009, the Planning Commission of the City of Moreno Valley approved an Administrative Plot Plan to Phase the project and create Parcel Map 33152-1, and accept phase-specific Conditions of Approval. Construction of the street improvements is being performed to prepare for future development in the surrounding area and as a Condition of Approval for PM 33152-1.

On July 14, 2009, the City Council of the City of Moreno Valley was asked to approve the modified Public Improvement Agreement and securities. The Agreement and securities include the construction of the street improvements.

### **DISCUSSION**

Andland Properties, LLC. is requesting a full road closure of Old 215 Frontage Road Street between Alessandro Boulevard and Day Street to facilitate the construction of street improvements on Old 215 Frontage Road. The road closure will be for six months, or approximately one-hundred eighty-two (182) calendar days. The request for the road closure is due to major improvement work including, but not limited to, removal of existing asphalt pavement, installation of asphalt paving, curb, gutter, sidewalk, medians, driveway approaches, street lights, landscaping, storm drain culverts, dry utilities, traffic signal modification and associated signing and striping. All of the work will be reviewed by inspectors from the City of Moreno Valley. It is anticipated that the road will be open to traffic on February 17, 2010.

There are 5 parcels in the area of construction. The road closure will affect the ingress or egress of all of the parcels, and it will require a detour to the traveling public. City staff was advised by the developer that all potentially affected property owners have been contacted/notified. The road closure/detour/traffic control plan for this closure has been reviewed and approved by the City Traffic Engineer.

### **ALTERNATIVES**

1. Authorize a full road closure of Old 215 Frontage Road between Alessandro Boulevard and Day Street for the construction of street improvements from August 17, 2009 – February 17, 2010. Authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.
2. Do not authorize a full road closure of Old 215 Frontage Road between Alessandro Boulevard and Day Street for the construction of street improvements from August 17, 2009 – February 17, 2010. Do not authorize the City Engineer to allow for an additional 30-day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues. There would be no road closure. *This alternative would result in an unsafe work environment.*



**FISCAL IMPACT**

The developer will be responsible for all costs associated with this proposal.

**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.

**NOTIFICATION**

The approved traffic control/detour plan requires the contractor to give notification to the Post Office, Police, Fire Department, Ambulance Services, Riverside Transit Authority, Waste Management, and affected businesses and residents. The public will be notified by special roadside signage showing the dates of closure and detour signs.

**EXHIBITS**

Exhibit "A" – Vicinity Map

Exhibit "B" – Road Closure Detour Map

Exhibit "C" – GIS Orthography Map – Road Closure Site Map

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Prepared By  
Anitra Holt  
Management Analyst

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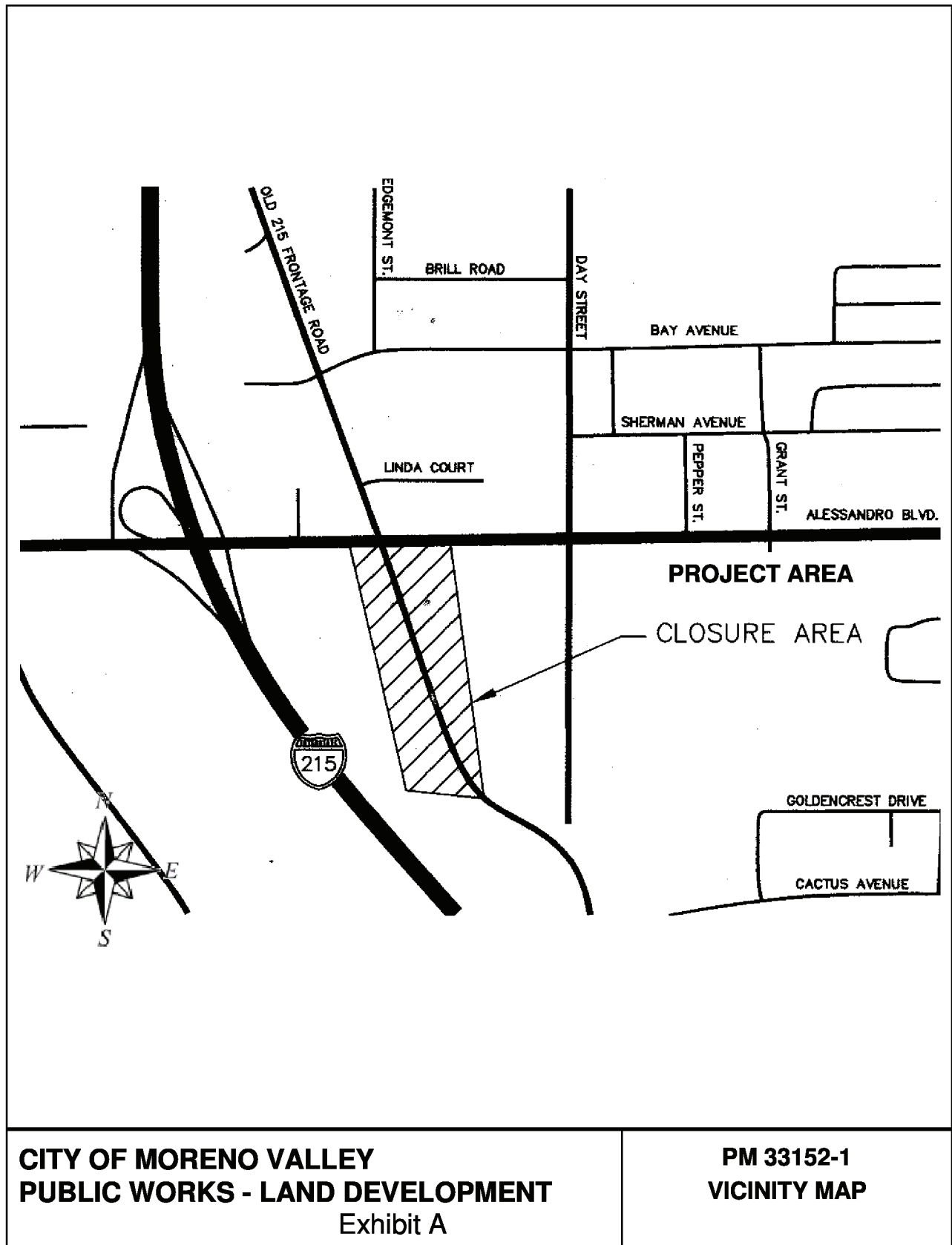
Department Head Approval  
Chris A. Vogt, P.E.  
Public Works Director/City Engineer

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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\07-14-09 Old 215 Street Improvements - Road Closure.doc



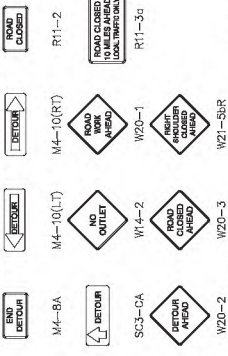
**CITY OF MORENO VALLEY**  
**PUBLIC WORKS - LAND DEVELOPMENT**  
 Exhibit A

**PM 33152-1**  
**VICINITY MAP**

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2009\7-14-09 PM 33152 - Exhibit A.doc

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**STANDARD DETOUR SIGNING:**



**LEGEND:**

1. THIS SHEET IS FOR DETOUR PLAN ONLY. SEE SHEETS 4-6 FOR TRAFFIC HANDLING PLAN.
2. CONTRACTOR TO PLACE CMS AS SHOWN AT LEAST TWO WEEKS PRIOR TO CONSTRUCTION. CMS TO REMAIN IN PLACE AND OPERABLE DURING ROAD CLOSURE.
3. CUSTOM SIGNS SHALL BE AS FOLLOWS: DOUBLE POSTED 4'x6' BREAKAWAY POST, 6" BLACK LETTERS ON ORANGE BACKGROUND PER CITY STANDARD. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO CHAIN TOGETHER TYPE III BARRICADE WHENEVER THERE ARE TWO OR MORE IN USE.

**CUSTOM DESIGN DETAILS:**

LENGTH SHALL BE MULTIPLES OF 6 INCHES.  
LETTERS HEIGHT SHALL BE AT LEAST 6 INCHES.  
LETTERS TYPE SHALL BE APPROVED BY THE CITY ENGINEER, AND TAKEN FROM THE STANDARD ALPHABETS FOR HIGHWAY SIGNS BOOK.

WIDTH SHALL BE MULTIPLES OF 6 INCHES.

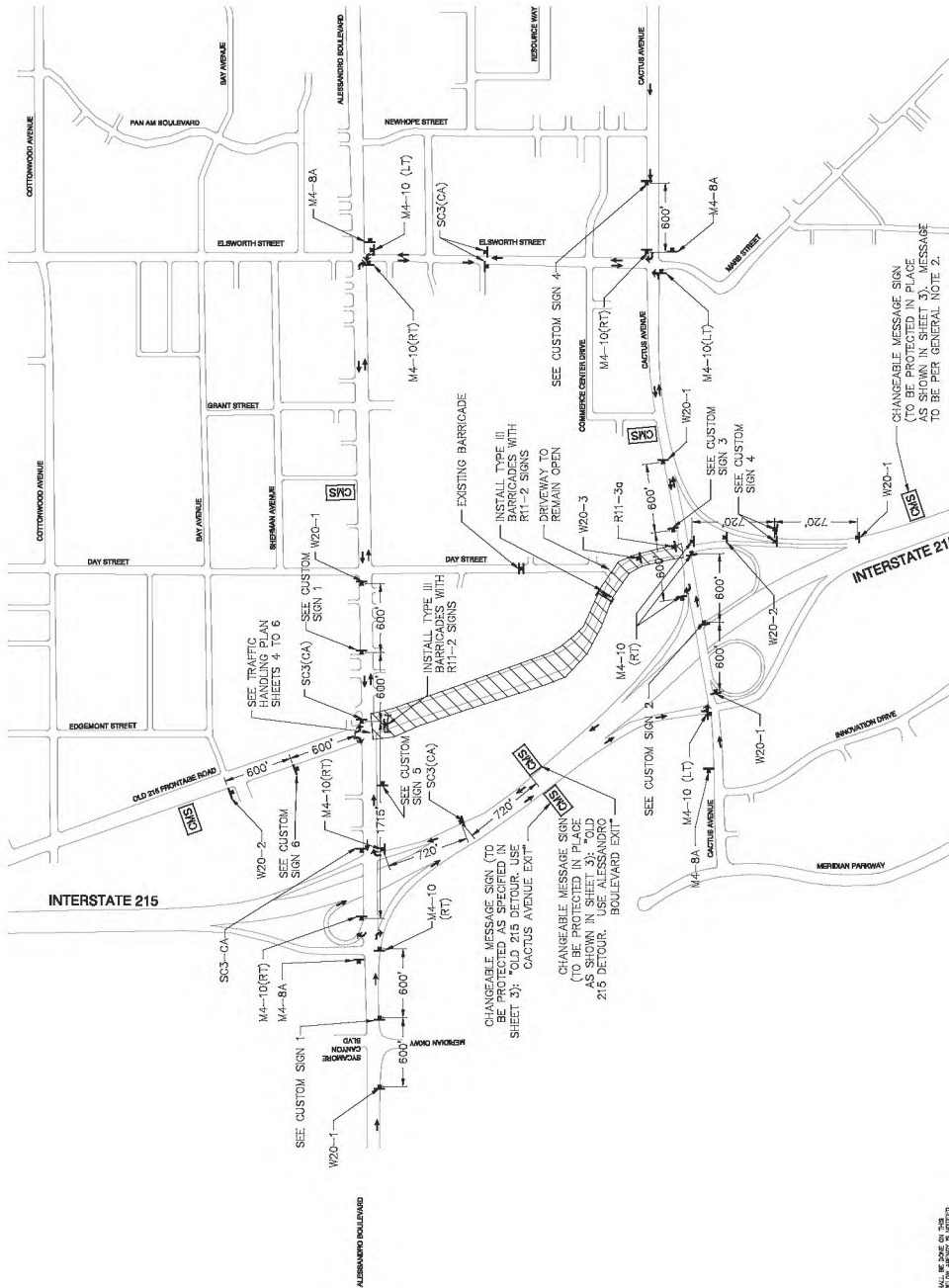
NOTE: LIMITED TO THREE ROWS OF TEXT.

CUSTOM SIGN 1:  
"OLD 215 SOUTH OF ALESSANDRO BLVD CLOSED."  
USE I-215 SOUTH DETOUR."

CUSTOM SIGN 2:  
"OLD 215 NORTH OF ALESSANDRO BLVD CLOSED."  
USE I-215 NORTH DETOUR."

CUSTOM SIGN 3:  
"OLD 215 NORTH OF CACTUS AVE CLOSED."  
USE I-215 NORTH DETOUR."

CUSTOM SIGN 4:  
"OLD 215 SOUTH OF ALESSANDRO BLVD CLOSED."  
USE I-215 OR ELSWORTH ST DETOUR."



CITY OF MORENO VALLEY APPROVALS

NO. DATE	DATE
CITY ENGINEER	DATE
CITY PLANNING	DATE
CITY MANAGER	DATE
CITY ATTORNEY	DATE
CITY CLERK	DATE

**DKS Associates**  
ENGINEER OF RECORD  
2225 W. STATE ST. SUITE 100  
MURFreesBORO, CA 92562  
TEL: 951-261-1111  
FAX: 951-261-1112  
UNDER THE SUPERVISION OF:  
[Professional Seal]

NO.	DATE	DESCRIPTION	REVISION

REVIEW BY	DATE

MARK	DATE	SCALE	REVISION

NO WORK SHALL BE DONE ON THIS PROJECT WITHOUT THE SIGNATURE OF THE ENGINEER OF RECORD. UNDER NO CIRCUMSTANCES SHALL THE ENGINEER BE HELD RESPONSIBLE FOR THE ACTIONS OF ANY OTHER PERSONS OR ORGANIZATIONS.

DATE: 07/27/2009  
TIME: 10:00 AM  
PROJECT: 06-09-017C-0358

MAP SCALE: 1"=500' PA 06-0106 & PA 06-0108 CALTRANS PERMIT NUMBER: 06-09-017C-0358

CITY OF MORENO VALLEY  
**TRAFFIC DETOUR AND HANDLING PLAN**  
DETOUR PLAN ONLY

SHEET NO. 6  
OF 6  
4375









EXHIBIT B

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# Old 215 Frontage Road

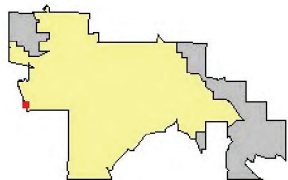
## Road Closure Site Map

### Legend

-  Parcels
-  Roads
-  Waterbodies
-  Ortho Photography
- City Boundaries**
-  Calimesa
-  Moreno Valley
-  Perris
-  Riverside

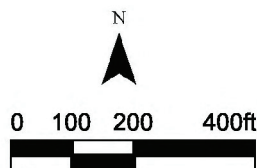


Powered By GeoSmart.net



City of Moreno Valley  
14177 Frederick St  
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.*



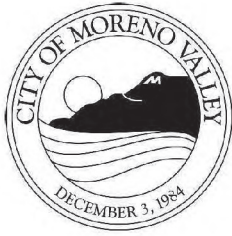
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Exhibit "C"

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

## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Kyle Kollar, Community Development Director

**AGENDA DATE:** July 14, 2009

**TITLE:** 3<sup>rd</sup> Annual Review (P09-041) of the Aquabella Development Agreement, a Development Agreement by and between the City of Moreno Valley and Moreno Valley Properties, LP

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

**Determine** that the property owner has complied in good faith with the terms, obligations and conditions of the Aquabella Development Agreement.

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

This review does not require an advisory committee recommendation.

### **BACKGROUND**

A Development Agreement is a negotiated instrument that allows a developer or property owner to protect project approvals for a fixed period of years. In exchange for long term vested rights, the City can require certain negotiated exactions.

On December 13, 2005, the City Council approved an amendment to Specific Plan No. 218 (formerly known as the Moreno Valley Field Station Specific Plan), creating the Aquabella Specific Plan, and approving the Aquabella Development Agreement (an Agreement by and between the City of Moreno Valley and Moreno Valley Properties, LP). The Agreement was subsequently recorded on February 16, 2006.

The term of the agreement began on the effective date of adoption of Ordinance 704, which was on December 13, 2005. The initial agreement was approved for ten years with the provision for three extensions of time, with each extension of time not to exceed a maximum of five years.

The Agreement addresses 685 acres of the 760-acre Aquabella Specific Plan. The 685 acres provides for a gated active-adult community of 2,702 dwelling units and 220 units outside of the gated community that are un-restricted multi-family units, for a total of 2,922 dwelling units.

## **DISCUSSION**

The Agreement provides that the developer shall submit to the City written documentation demonstrating good-faith compliance with the terms of the Agreement. City staff shall review the developer's written documentation and any other applicable evidence and make a recommendation to the City Council as to whether the developer is in compliance with the obligations of the Agreement.

Highland Fairview Properties (the entity developing property owned by Moreno Valley Properties, LP) submitted a letter to the City (Exhibit 1) dated May 11, 2009, which identifies the obligations of the Agreement, the general status of the project and the developer's statements of good-faith compliance. The letter is not all inclusive, and the attached Agreement (Exhibit 2) should be referenced for the full list of obligations. This is the second annual review of the Agreement.

This Agreement is performance based; as certain triggers or levels of development activity are reached, certain improvements or provisions are required. For example, prior to construction of the 585<sup>th</sup> dwelling unit, the Agreement provides for the completion of the entry statement, clubhouse facility and certain street and intersection improvements. At this time, the project development activity has not reached the criteria necessary to require the Developer to perform any of the obligations of the Agreement.

At present, approximately one half of the project site has been mass graded, and the erosion control and site stabilization features are in place. The grading operation has ceased as of December, 2007 and the developer has surrendered the mass grading permit. Staff has returned the grading security to the developer with the understanding that when the grading operations continue sometime in the future, the developer will provide a new security for grading prior to commencement of work.

The City continues to hold the erosion control security in accordance with the Municipal Code. Various infrastructure improvement plans are in the plan check process, inclusive of water and sewer, drainage, and street and traffic signal improvements, though few submittals for review have been received since around October 2008. The Line "F" channel storm drain improvement plans were approved by both the City of Moreno Valley and Riverside Flood Control and Water Conservation District on November 9, 2007. Several easement documents for the channel have been processed and a cooperative agreement has been approved for Line "F", but no work has started on the drainage infrastructure to date.

Additionally, Tentative Tract Map No. 34950, a finance map for the AquaBella Specific Plan, was approved by the Planning Commission on August 23, 2007. There is also a tentative tract map in review for the development of Planning Area 10. Tentative Tract

Map No. 34951 was submitted in June 2006 and is currently in the review process with the City.

Section 6.3 of the Agreement requires that the developer provide two million dollars to the City of Moreno Valley. The first one million dollars (\$1,000,000) is to be used for the benefit of the Moreno Valley Electric Utility. In accordance with the Agreement, the funds were to be placed in an interest bearing escrow account within thirty (30) days of the effective date of the Agreement, and the City was not to withdraw the funds until one-hundred twenty (120) days after the effective date of the Agreement, or until the conclusion of any legal proceedings. The monies were placed in escrow and there were no legal proceedings initiated. Consequently, the funds were withdrawn from escrow and placed in a Moreno Valley Electric Utility revenue account in October 2006.

A second one million dollar (\$1,000,000) payment for a Moreno Valley Electric Utility and/or other eligible City Capital Project is required at the time of recordation of the first residential subdivision map. A residential subdivision map has not been recorded yet.

Section 6.7 of the Agreement, provides that a main clubhouse of at least thirty-five thousand (35,000) square feet shall be provided with a construction cost of at least twenty million dollars (\$20,000,000). On July 27, 2006, the Planning Commission approved a Conditional Use Permit for a clubhouse facility within Planning Area #5, which exceeded the criteria of the Agreement. The facility is presently in plan check.

More recently, an application to amend the Conditional Use Permit for the clubhouse was submitted in order to make minor changes to the clubhouse site plan. This application is currently in review and the proposed changes are consistent with the requirements of the specific plan and the development agreement.

Section 6.8 - State Route 60/Nason Street Interchange. Highland Fairview indicates that they are continuing to work with City staff on the creation and implementation of a CFD to finance and construct these improvements. Highland Fairview must submit an application to the City to begin the process of CFD formation for funding the Nason Street interchange improvements. No application or correspondence has been received.

No residential units have been constructed at this time. The development is no longer on the original schedule as noted in Exhibit "B" of the Development Agreement (Phase 1 was to be completed sometime in February 2008). The schedule identifies the intent of Highland Fairview at the time of the adoption of the Agreement and is not binding.

There are no outstanding obligations of the Agreement.

## **ALTERNATIVES**

1. Accept the Annual Report and determine that the property owner has complied in good faith with the terms, obligations and conditions of the Aquabella Development Agreement. (Staff's recommendation.)

2. Reject the Annual Report based on evidence that the developer is in default. If the City Council elects to reject the Annual Report due to a default, written notice of the proposed termination or modification of the Development Agreement must be given describing the alleged nature of the default and suggested or potential actions and timing to cure the default, where applicable.

**FISCAL IMPACT**

None.

**CITY COUNCIL GOALS**

Not applicable.

**SUMMARY**

There are no outstanding obligations associated with the Agreement. Staff recommends that the City Council find that the Master Developer, Moreno Valley Properties, LP, has complied in good faith with the provisions of the Agreement.

**NOTIFICATION**

Posting of the Agenda.

**ATTACHMENTS/EXHIBITS**

Attachment 1 – Letter/Annual Report from Highland Fairview Properties, dated May 11, 2009

Attachment 2 – Aquabella Development Agreement

Prepared By:  
 Jeff Bradshaw  
 Associate Planner

Department Head Approval:  
 Kyle Kollar  
 Community Development Director

Concurred By:  
 John C. Terell, AICP  
 Planning Official

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



**HIGHLAND FAIRVIEW**

14225 Corporate Way  
Moreno Valley, CA 92553  
Tel: 951.242.9180 Fax: 951.867.9165

May 11, 2009

Mr. John Terell, Planning Official  
City of Moreno Valley  
14177 Frederick Street  
Moreno Valley, California 92552

SUBJECT: Aquabella Development Agreement – 2009 Annual Report

Dear Mr. Terell:

On December 13, 2005, the Aquabella Development Agreement was approved by the City of Moreno Valley. The Agreement was subsequently signed by the parties and was recorded on February 16, 2006. Pursuant to Section 15 of the Agreement, an Annual Report is required to be prepared and submitted to the City demonstrating Highland Fairview's good-faith compliance with the terms of the Agreement. Section 15.2 of the Agreement requires that this Annual Report "describe (i) any permits or other Project Approvals which have been issued or for which application has been made and (ii) any development or construction activity which has commenced or has been completed since the Effective Date hereof or since the preceding annual review." This report provides the required information.

The international economic downturn and its direct impact on project financial and local housing markets had a dramatic impact on the Aquabella project in 2008 causing progress to slow considerably since the previous update. Grading operations at Aquabella were suspended in February 2008 but progress on infrastructure design, permitting and construction has been on-going. The details of these efforts are contained in this report.

**GENERAL PROJECT STATUS**

Progress continues to be made in the areas of entitlement for the Aquabella project. Since the last update (April 2008), a final financing and conveyance map covering the entire site (FM 34950) commenced processing with the City. Final revisions are underway. A Planning Area Development Implementation Plan (PADIP) for the entire community was prepared and originally submitted to the City in 2006. Several revisions are being considered in order to keep up with the ever-changing housing market demands. Three separate Tentative Tract Maps were submitted for Planning Areas 6, 7 and 10 in 2006 and are currently being revised. Details of these projects are included later in this report.

Construction plans have been submitted for a number of specific projects within Aquabella including segments of the road network, traffic signals, water and sewer

**Attachment 1**

systems, flood control facilities segments, etc. Details of these projects are included later in this report.

A permit for the mass grading of the entire site was issued by the City (Permit # MV-0826). To date, approximately 5,700,000 cubic yards of grading has been completed. This represents approximately 56% of the permitted earthwork volume. Grading operations have been suspended at this time. Highland Fairview is self-performing various aspects of work on the site including erosion control and overall site maintenance.

Demolition of an existing well on-site was completed, as well as several measures in association with stabilization of the Line F channel. Although no other work has been completed on the channel, final improvement plans were approved and a Tri-party Cooperative Agreement was executed by Riverside County Flood Control, the City of Moreno Valley, and Highland Fairview and ratified by the Riverside County Board of Supervisors on June 17, 2008.

Highland Fairview continued to improve the landscape design of Aquabella, increasing use of drought tolerant California Friendly landscaping throughout the project. On March 5, 2008 the Eastern Municipal Water District, after evaluating the plan, published a revised Water Supply Assessment for the Aquabella project noting the reduced water demand Aquabella will generate as a result of the more efficient water usage throughout the project.

**OBLIGATIONS OF MASTER DEVELOPER**

The Agreement identifies specific actions required to be accomplished by the Master Developer. Following is a brief status update on each of these required actions:

*Section 6.2 – Construction of Public Street and Traffic Signal Improvements – Circulation Phasing Improvement Plan*

The status of each of the improvements listed in Exhibit “B” is provided in the following chart which utilizes the format of Exhibit “B” as it appeared in the Development Agreement for clarity and convenience.

**Phasing Improvement Details**

<b>Location</b>	<b>Direction</b>	<b>Improvement</b>	<b>Status</b>
Nason St. from Iris to Delphinium	NB / SB	Widen to half-width (one lane per direction)	Plans in process
Nason Street at Iris Avenue	I	Install traffic signal	Plans approved
Nason Street at Iris Avenue	SB	Construct dual right-turn lane	Plans in process
Nason Street at Iris Avenue	EB	Construct one additional left turn lane	Plans approved
Nason Street at Iris Avenue	WB	Construct one left turn lane	Plans approved
Nason Avenue at Iris Avenue	WB	Construct one right turn lane	Plans approved
Nason Avenue at Dracaea Avenue	I	Install traffic signal	Complete
Lasselle Street at Margaret Avenue	I	Install traffic signal	Not started
Nason Street at Fir Avenue	I	Install traffic signal	Complete
Nason Street at Fir Avenue	NB	Widen westside/eastside Nason to ultimate width (ROW)	Construction on-going
Nason Street at Fir Avenue	SB	Widen westside/eastside Nason to ultimate width (ROW) including dual left turn lane	Construction on-going

<b>Location</b>	<b>Direction</b>	<b>Improvement</b>	<b>Status</b>
Nason Street at Fir Avenue	EB	Construct one left turn lane	Completed
Nason Street at Fir Avenue	WB	Construct one left turn lane	Completed
Lasselle Street at Delphinium Avenue	I	Install traffic signal	Not started
Nason Street at Eucalyptus Avenue	I	Modify traffic signal	Completed
Nason Street at Eucalyptus Avenue	NB	Widen Nason to ultimate width (ROW)	Completed
Nason Street at Eucalyptus Avenue	SB	Widen westside/eastside Nason to ultimate width (ROW)	Completed
Nason Street at Eucalyptus Avenue	EB	Re-stripe lane configuration	Completed
Nason Street at Eucalyptus Avenue	EB	Construct one through lane	Completed
Nason Street at Eucalyptus Avenue	WB	Construct one left turn lane	Completed
Delphinium Avenue		Traffic calming on Delphinium	Not started
Lasselle Street at John F Kennedy Drive	EB	Construct one additional left turn lane (Including traffic signal modification to implement phase signal timing)	Concept Report completed
Lasselle Street at John F Kennedy Drive	EB	Re-stripe lane configuration	Concept Report completed
Lasselle Street at Gentian Avenue		Re-stripping lane configuration/signal modification	Not started
Clubhouse Drive at Cactus Avenue	I	Install traffic signal	Not started
Clubhouse Drive at Cactus Avenue	NB	Construct one left turn lane	In preparation
Clubhouse Drive at Cactus Avenue	NB	Construct one shared right turn lane	In preparation
Clubhouse Drive at Cactus Avenue	SB	Construct one left turn lane	In preparation
Clubhouse Drive at Cactus Avenue	SB	Construct one shared through-right turn lane	In preparation
Clubhouse Drive at Cactus Avenue	EB	Construct one left turn lane	In preparation



<b>Location</b>	<b>Direction</b>	<b>Improvement</b>	<b>Status</b>
Clubhouse Drive at Cactus Avenue	WB	Construct one left turn lane	In preparation
Cactus Ave from Lasselle to Nason	EB, WB	Widen to half-width (one lane per direction)	In preparation
Nason Street from Cottonwood to Dracaea	NB	Construct one NB lane	Not started
Nason Street at Cottonwood Avenue	I	Modify traffic signal	Not started
Nason Street at Delphinium Avenue	I	Modify traffic signal	Not started
Nason Street at Cactus Avenue	I	Modify traffic signal	Approved plan by others
Nason Street from Delphinium to Cactus	SB	Construct one SB lane	In preparation
Nason Street from Brodiaea to Alessandro	SB	Construct one SB lane	Not started
Nason Street from Alessandro to Cottonwood	NB / SB	Construct one lane per direction	Not started
Cactus Avenue from Nason to Oliver	WB	Construct one WB lane	Not started
Morrison St from Brodiaea to Cactus	NB / SB	Construct half-ultimate plus 12 feet	Not started
Morrison Street at Brodiaea Avenue	I	Install traffic signal	Not started
Morrison Street at Cactus Avenue	I	Install traffic signal	Not started
Oliver Street at Cactus Avenue	I	Modify traffic signal	Not started
Oliver Street at Cactus Avenue	SB	Widen Oliver to ultimate width (ROW) signing striping	Not started
Oliver Street at Iris Avenue	I	Modify traffic signal	Not started
Oliver Street at Iris Avenue	SB	Construct one right turn lane	Not started
Iris Ave from Lasselle to Camino Flores		Modification of Median (\$70 per LF)	Not started
Iris Avenue		Coordination of traffic signals (\$3500 per intersection)	Not started
Lasselle Street		Coordination of traffic signals (\$3,500 per intersection)	Not started
Lasselle Street at Cactus Avenue	I	Modify traffic signal	In preparation with City project
Lasselle Street at Cactus Avenue	NB	Construct one free left turn lane	In preparation with City project

<b>Location</b>	<b>Direction</b>	<b>Improvement</b>	<b>Status</b>
Lasselle Street at Cactus Avenue	EB	Re-stripe lane configuration	Concept Report completed
Lasselle Street at Cactus Avenue	WB	Construct one additional left turn lane	Not started
Lasselle Street at Brodiaea Avenue	I	Install traffic signal	Not started
Brodiaea Avenue from Lasselle to Morrison	EB / WB	Construct half ultimate plus 12 feet (include power poles)	Not started
Cactus Avenue at Apartment Access	I	Construct raised median to restrict left turn in/out movements from apartment access	Not started
Lasselle Street at Apartment Access	I	Construct raised median to restrict left turn out movement from apartment access	Not started
Nason Street at Bay Avenue	I	Install traffic signal	Not started
Nason Street at Bay Avenue	NB	Widen westside/eastside Nason to ultimate width (ROW)	Not started
Nason Street at Bay Avenue	SB	Widen westside/eastside Nason to ultimate width (ROW)	Not started
Nason Street at Brodiaea Avenue	I	Install traffic signal	Not started
Moreno Beach Drive at Cactus Avenue	I	Modify traffic signal	Not started
Moreno Beach Drive at Cactus Avenue	NB	Construct one shared through-right turn lane	Not started
Moreno Beach Drive at Cactus Avenue	SB	Construct one shared through-right turn lane	Not started
Moreno Beach Drive at Cactus Avenue	EB	Construct one shared through-right turn lane	Not started
Moreno Beach Drive at Cactus Avenue	WB	Construct one shared through-right turn lane	Not started
Moreno Beach Drive at Cactus Avenue	WB	Construct one through lane	Not started
Moreno Beach Drive at John F. Kennedy Drive	I	Modify traffic signal	Not started
Moreno Beach Drive at John F. Kennedy Drive	WB	Widening and re-striping and signing for additional left turn lane	Not started
Cactus Avenue		Coordination of traffic signals on Cactus (\$3,500 per intersections)	Not started

Location	Direction	Improvement	Status
Nason Street at SR-60 WB ramps / Elder Avenue	I	Participate in interchange improvements through payment of TUMF program fees	Not started
Nason Street at SR-60 EB ramps	I	Participate in interchange improvements through payment of TUMF program fees	Not started

*Section 6.3 – Moreno Valley Electric Utility and/or City Capital Project*

A deposit in the amount of \$1,000,000 was placed in escrow with the City of Moreno Valley in February 2006 and was released to the City in October 2006. No further activity is required on this item until a final tract map is recorded.

*Section 6.4 – Covenants, Conditions and Restrictions (CC&Rs)*

Drafts of a CC&R document for the Aquabella project have been through multiple reviews by the City and are nearly complete. Prior to recordation, a final review by the City will occur.

*Section 6.5 – Operation and Maintenance of Common Areas by Master Developer*

The entirety of the Aquabella property is currently being maintained by Highland Fairview. No “common area” exists within Aquabella as no property has been transferred to a homeowners’ association. There has been no recent activity on this item.

*Section 6.6 – Master Homeowners’ Association (Master HOA)*

Draft CC&R documents, including provisions for a Master Homeowners’ Association, are in process with the City per Section 6.4 above.

*Section 6.7 - Main Clubhouse, Recreational Facilities, Recreational Programs, Private Parks, and Trail Systems*

A variety of plans for the development of Aquabella are in process with the City which have provided for the applicable common area improvements referenced in this Section. A project-wide Tentative Parcel Map (TPM 33532) was approved in 2005 and a project-wide tentative finance and conveyance map (TT 34950) was approved in 2007. FM 34950 was initially submitted in October, 2007 and went through several plan checks over the course of 2008. Tentative Tract Maps were prepared and submitted for Planning Areas 6, 7 and 10 in June 2006. Each of these maps provided for the applicable common areas referenced in the Aquabella Specific Plan. At this time, TTMs are being re-evaluated. Some of these maps will be revised and re-submitted, while others have been withdrawn for purposes of re-designed. Each planning area and accompanying map will be addressed individually.

A Conditional Use Permit (CUP) for the Aquabella Clubhouse (City file # PA05-0188) was approved by the City on July 27, 2006. These plans were found to be consistent with the requirements of the Specific Plan and the Development

Agreement. An amended CUP for the Aquabella Clubhouse (City file #P07-189) has been through two PRSC reviews.

*Section 6.8 – State Route 60/Nason Street Interchange*

Highland Fairview has discussed with the City the need for an SR60 corridor-wide implementation program for all remaining SR60 interchanges located in the City. This issue is presently under review by the City Engineer.

*Section 6.9 – Entry Statement*

The concept for the Entry Statement was incorporated into the plans for the Aquabella Clubhouse, approved by the City on July 27, 2006 (CUP # 05-0188). See Section 6.7 above.

*Section 6.10 – Perimeter Walls and Landscaping*

Basic design criteria are included in the Planning Area Development Improvement Plan (PADIP) which was submitted for first review on June 29, 2006. A variety of project details, including walls and landscaping, are the subject of on-going discussions with City staff. Revisions to the PADIP remain under consideration by Highland Fairview as details of the development continue to evolve.

*Section 6.11 – Age Restricted Project*

Draft CC&R documents establishing the age-restricted nature of the Aquabella project were submitted to the City in October 2005. The CC&R document is being reviewed by the City per Section 6.4 above.

*Section 6.12 – Master Design Guidelines*

Master Design Guidelines for the Aquabella project are included in the Aquabella Specific Plan which was approved by the City of Moreno Valley on November 22, 2005 (Ord. 703).

In recognition of its obligations under the Development Agreement, Highland Fairview has prepared the required documents, paid the required fees and initiated the preparation of the required improvement plans for each of the specific tasks identified in the Agreement. Beyond the substantial entitlement and physical progress that has been made in the past, continued efforts are being made to advance those entitlements that are currently being plan checked through the City. Highland Fairview continues to closely monitor the status of the housing market. Our actions will be predicated on successful opportunities to capture market advantages as they arise.

Please review this Annual Report at your convenience and contact me if you have any questions or need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Iddo Benzeevi", with a long, sweeping horizontal line extending to the right.

Iddo Benzeevi  
President

cc: City Council  
Planning Commission  
Robert Gutierrez - City Manager  
Rick C. Hartmann – Assistant City Manager

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ORDINANCE NO. 704

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE AQUABELLA DEVELOPMENT AGREEMENT (PA04-0005) FOR 685 ACRES OF LAND WITHIN THE AQUABELLA SPECIFIC PLAN, GENERALLY LOCATED BETWEEN BRODIAEA AND IRIS AVENUES, AND BETWEEN LASSELLE AND OLIVER STREETS

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

SECTION 1 GENERAL:

1.1 Highland Fairview Properties filed Application PA04-0005, a development agreement for 685 acres of the AquaBella Specific Plan (Specific Plan No. 218, as amended) as described in the title of this ordinance.

1.2 Pursuant to the provisions of law, public hearings were held before the City of Moreno Valley Planning Commission and the City Council.

1.3 The matter was fully discussed and the public and other agencies presented testimony and documentation.

1.4 Pursuant to the California Environmental Quality Act (CEQA) guidelines, an environmental initial study completed for the proposed project concluded that the proposed uses would have no new significant environmental effects or substantial increase in the severity of previously identified significant effects were determined from the impacts evaluated with the previously certified Environmental Impact Report and Supplemental Environmental Impact Report, and approval of an Addendum Environmental Impact Report was recommended.

SECTION 2 FINDINGS:

2.1 Based upon substantial evidence presented to this City Council during the meeting on November 22, 2005 including written and oral staff reports and the record from the public hearing, this 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 proposal to protect the provisions of the AquaBella Specific Plan and its subsequent entitlements, and providing additional provisions for implementation of the entitlements will further support the project's

implementation which is compatible with the goals, objectives, policies, and programs of the General Plan.

3. **Conformance with Zoning Regulations** – The proposed use complies with all applicable zoning and other regulations.

**FACT:** The proposal to protect the provisions of the AquaBella Specific Plan and its subsequent entitlements, and provide provisions for implementation of the entitlements will further support the project's implementation which is compatible with the land uses in the general vicinity.

4. **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 project will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the surrounding area. Pursuant to the California Environmental Quality Act (CEQA) guidelines, an environmental initial study completed for the proposed project concluded that the proposed uses would have no new significant environmental effects or substantial increase in the severity of previously identified significant effects were determined from the impacts evaluated with the previously certified Environmental Impact Report and Supplemental Environmental Impact Report, and approval of an Addendum Environmental Impact Report was recommended.

### SECTION 3.

4.1 Based on the Findings contained in Section 2 of this ordinance, the development agreement entitled "AquaBella Development Agreement" is hereby approved between the City of Moreno Valley and Moreno Valley Properties, LLC. A copy of said Development Agreement, Exhibit A, is attached hereto and incorporated herein by this reference.

### SECTION 4.

2.1 Provided all other conditions precedent to the execution thereof have been satisfied, the agreement may be executed on behalf of the City at any time after this Ordinance becomes effective.

### SECTION 5.

1.1 Within ten (10) days after the City enters into the agreement, the City Clerk of the City of Moreno Valley shall have a copy of the agreement recorded in the office of the County Recorder for the County of Riverside, which shall describe the land subject



thereto.

SECTION 6 EFFECT OF ENACTMENT:

6.1 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 7 NOTICE OF ADOPTION:

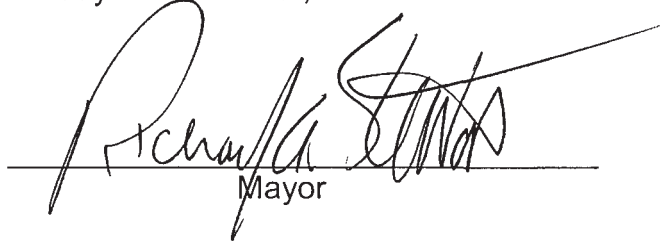
7.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 8 EFFECTIVE DATE:

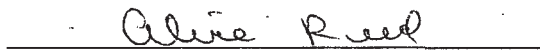
8.1 This ordinance shall take effect thirty days after the date of its adoption.

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APPROVED AND ADOPTED this 13 day of December, 2005.

  
\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

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

**ORDINANCE JURAT**

STATE OF CALIFORNIA    )  
COUNTY OF RIVERSIDE   ) ss.  
CITY OF MORENO VALLEY )

I, ALICE REED, City Clerk of the City of Moreno Valley, California, do hereby certify that Ordinance No. 704 had its first reading on November 22, 2005 and had its second reading on December 13, 2005, and was duly and regularly adopted by the City Council of the City of Moreno Valley at a regular meeting thereof held on the 13th day of December, 2005 by the following vote:

- AYES:           Council Members Batey, West, White, Mayor Pro Tem Flickinger and Mayor Stewart
  
- NOES:           None
  
- ABSENT:       None
  
- ABSTAIN:      None

  
\_\_\_\_\_  
CITY CLERK

(SEAL)

RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:

City of Moreno Valley  
Attn: City Manager  
P.O. Box 88005  
Moreno Valley, California 92552-0805

(SPACE ABOVE FOR RECORDER'S USE ONLY)

**AQUABELLA DEVELOPMENT AGREEMENT**  
**DEVELOPMENT AGREEMENT BY AND BETWEEN**  
**THE CITY OF MORENO VALLEY**  
**AND**  
**MORENO VALLEY PROPERTIES, LP,**  
**RELATIVE TO THE DEVELOPMENT KNOWN AS**  
**SPECIFIC PLAN NUMBER 218 AND AMENDMENTS THERETO**

**January 12, 2006**

THIS DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 12th day of January, 2006 (the "Effective Date"), by and between (i) the CITY OF MORENO VALLEY, a municipal corporation organized and existing under the laws of the State of California (the "City"), and (ii) MORENO VALLEY PROPERTIES, LP, a Delaware limited partnership (the "Master Developer"), pursuant to the authority of Sections 65864 through 65869.5 of the California Government Code. City and Master Developer may be referred to herein individually as a "Party" and collectively as the "Parties."

### RECITALS

A. To strengthen the public planning process, encourage private participation in comprehensive planning and reduce the economic risk of development, the Legislature of the State of California adopted Section 65864 et seq. of the California Government Code, which authorizes the City to enter into a development agreement with any person or entity having a legal or equitable interest in real property, providing for the development of such property and establishing certain reciprocal rights and obligations related to such development.

B. To implement the above-described state laws, the City adopted Section 9.02.110 of the Moreno Valley Municipal Code, establishing procedures and requirements for considering and approving development agreements.

C. The Master Developer has a legal and equitable interest in certain real property situated in the City, and therefore satisfies the statutory requirements to enter into this Agreement. This real property comprises approximately six hundred eighty-five (685) acres (the "Property"), more particularly described in Exhibit "A" attached hereto.

D. The Master Developer includes certain key Principals and personnel who are sophisticated and experienced real estate developers with substantial experience in the development and management of high quality residential neighborhoods.

E. The City, on September 20, 1988, adopted Resolution No. 88-75 approving the Moreno Valley General Plan (the "General Plan").

F. The City, on February 23, 1999, introduced Ordinance No. 548 approving Specific Plan 218, and adopted Resolution No. 99-13, approving a General Plan Amendment (GPA 1) and certifying the Final Environmental Impact Report, including findings and a statement of overriding considerations relating to the Specific Plan and findings of consistency with the General Plan, and approved mitigation measures for the Specific Plan (together, the "EIR"). On March 9, 1999, the City adopted Ordinance No. 548, approving Specific Plan 218 and related conditions of approval (the "Specific Plan").

G. The City, on May 27, 2003, approved the Supplemental EIR adopted by Resolution No. 2003-38 supporting the aforementioned entitlements for the Property.

H. The City, on November 22, 2005, adopted Ordinance No. 703, amending Specific Plan 218 and related conditions of approval ("SPA"); Resolution No. 2004-11, approving General Plan Amendment No. PA04-0070 (the "GPA 2"); and Resolutions No. 2004-11 and 2004-12, and Ordinance No. 703 approving an addendum to the certified EIR and Supplemental EIR (the "Addendum").

I. The Master Developer intends to make application to the City for one or more subdivision maps (the "Map" or the "Maps").

J. The Specific Plan, the SPA, the GPA 1, the GPA 2, the EIR, the Supplemental EIR, and the Addendum to the EIR as heretofore approved, and the Maps which collectively comprise the "Project Approvals," are incorporated herein by this reference. The Master Developer desires to develop the Property in accordance with the Project Approvals and this Agreement. Such development of the Property, as contemplated by the Project Approvals and subject to any refinements agreed upon by the Parties, is referred to herein as the "Project."

K. The implementation of this Agreement will provide the City with significant public benefits in the form of facilities, programs and revenues as set forth in Section 6 of this Agreement. Consequently, entering into this Agreement is acknowledged to be to the mutual benefit of the Parties.

L. The City Council, on November 22, 2005, made all findings and determinations relating to this Agreement which are required by Municipal Code Section 9.02.110, and by its introduction of Ordinance No. 704, and approved this Agreement by its adoption Of Ordinance No. 704 on December 13, 2005. In doing so, the City Council determined that this Agreement is consistent with the General Plan.

M. The City Council finds that execution of this Agreement and the performance of and compliance with the terms and conditions set forth herein by the Parties: (i) is in the best interests of the City; (ii) will promote the public convenience, general welfare and good land use practices in the City; (iii) will provide benefits to the City; (iv) will provide an upscale, high-quality active adult community; (v) will encourage the development of the Project by providing a reasonable level of certainty to the Master Developer; and (vi) will provide for orderly growth and development in a manner consistent with the General Plan and other plans and regulations of the City.

NOW, THEREFORE, in consideration of the above Recitals, all of which are expressly incorporated into this Agreement, and the mutual promises and obligations of the Parties set forth herein, the Parties agree as follows:

## AGREEMENT

### SECTION 1. DEFINITIONS

The following terms when used in this Agreement shall be defined as follows:

1.1 "Agreement" means this Development Agreement.

1.2 "Amended Specific Plan" means Specific Plan 218 as amended by the Specific Plan Amendment (SPA).

1.3 "Assignee Developer" means a developer to whom any of the rights, duties or obligations of this Agreement have been assigned in conformity with all assignment provisions contained herein.

1.4 "Builder" means a merchant homebuilder who has or may acquire portions of the Property consistent with this Agreement for purposes of constructing residential housing units, but to whom no direct Assignment, in whole or in part, of this Agreement has been made.

1.5 "Circulation Phasing Improvement Program" means the City approved plan for the phasing of public traffic circulation improvements for the Project addressed in Section 6.2, below and attached hereto and incorporated herein as Exhibit "B".

1.6 "City" means the City of Moreno Valley, a municipal corporation organized and existing pursuant to the laws of the State of California.

1.7 "City Council" means the City Council of the City of Moreno Valley.

1.8 "Covenants, Conditions and Restrictions" or "CC&Rs" shall mean the restrictions governing the use of real property. CC&Rs include, but are not limited to written rules, limitations and restrictions on use of real property mutually agreed to by all owners of real property in a common interest development as provided for in California Civil Code Section 1351 *et seq.* CC&Rs are enforceable by the homeowners association or by individual owners who can bring lawsuits against violators and are recorded, permanent and "run with the land" so future owners are bound to the same rules. A copy of the CC&Rs shall be recorded with the Riverside County Recorder and be provided to any prospective purchaser.

1.9 "Development" means the improvement of the Property for the purposes of completing the structures, improvements and facilities comprising the Project including, but not limited to: grading; the construction of infrastructure and public facilities related to the Project whether located within or outside the

Property; the construction of residential dwelling units, buildings and structures; and the installation of landscaping. "Development" does not include the maintenance, repair, reconstruction or redevelopment of any building, structure, improvement or facility after the construction and completion thereof.

1.10 "Development Approvals" means all permits and other entitlements for use subject to approval or issuance by City in connection with development of the Property including, but not limited to:

- 1.10.1.1 The City's General Plan and amendments thereto;
- 1.10.1.2 Specific Plans and Amendments;
- 1.10.1.3 Planning Area Development Implementation Plans;
- 1.10.1.4 Tentative and final subdivision and parcel maps;
- 1.10.1.5 Conditional use permits, variances, site plot plans;
- 1.10.1.6 Zoning amendments;

1.11 "Development Impact Fees" or "DIF" means all City adopted fees and monetary Exactions that are designed to pay for new or expanded public facilities needed to serve, or to mitigate the adverse effects of, a given development project and that are imposed by the City by ordinance or resolution of general application or as a condition of approval of discretionary or ministerial permits for, or in connection with, the implementation of that development project. The term "Development Impact Fees" (the "DIF") does not include processing fees and charges as described in this Agreement.

1.12 "Effective Date" means the effective date of the ordinance approving this Agreement.

1.13 "Exaction" means any requirement of City in connection with or pursuant to any Land Use Regulation or Development Approval for the dedication of land, the construction of improvements or public facilities, or the payment of money in order to provide public benefit or lessen, offset, mitigate or compensate for the impacts of development on the environment or other public interests. The term "Exaction" shall not include City administrative, permit processing or other City-wide imposed fees to cover the estimated or actual costs to City of processing applications for Development Approvals, Subsequent Development Approvals, or costs associated with preparation or implementation of this Development Agreement or for monitoring compliance with any Development Approvals which may be granted or issued pursuant to this Agreement.



1.14 "Existing Project Approvals" means all Project Approvals approved or issued prior to the Effective Date and all other Approvals which are a matter of public record on the Effective Date.

1.15 "Existing Land Use Regulations" means all Land Use Regulations in effect on the Effective Date and all other Development Regulations which are a matter of public record on the Effective Date.

1.16 "Homeowners' Association" (HOA) shall mean a master association of homeowners, and any associations of homeowners subsidiary to the master association, in the Project area organized and existing pursuant to the laws of the State of California for the purposes stated in the association's articles of incorporation and/or bylaws to provide, operate and maintain common or community facilities for the enjoyment of the Project's residents to include at a minimum streets, curbs, gutters, sidewalks, street lighting, signage, drainage and flood control facilities, any other private supporting infrastructure, landscaping, walls, lakes, the Main Clubhouse and its amenities, and other recreational facilities throughout the Project, including, but not limited to, community buildings and amenities, private parks, trails, and greenbelts.

1.17 "Land Use Regulations" means all ordinances, resolutions, codes, rules, regulations and official policies of City governing the development and use of land, including, without limitation, the permitted use of land, the density or intensity of use, subdivision requirements, the maximum height and size of proposed buildings, the provisions for reservation or dedication of land for public purposes, and the design, improvement and construction standards and specifications applicable to the development of the Property. By way of example and not limitation, "Land Use Regulations" does not include any City ordinance, resolution, code, rule, regulation or official policy, governing:

1.17.1 The conduct of businesses, professions, and occupations;

1.17.2 Taxes, fees (including, without limitation, Processing Fees and Development Impact Fees) and assessments;

1.17.3 The control and abatement of nuisances;

1.17.4 The granting of encroachment permits and the conveyance of rights and interests which provide for the use of or the entry upon public property;

1.17.5 The exercise of the power of eminent domain.

1.18 "Master Design Guidelines" means the overall vision of the thematic and qualitative characteristics for the Project, as mutually agreed upon by the Master Developer and City and memorialized in the SPA and elsewhere in the Project Approvals. Subsequent Development Approvals shall be consistent with the Master Design Guidelines.

1.19 "Master Developer" means MORENO VALLEY PROPERTIES, LP, any City approved Assignee or successor in interest to MORENO VALLEY PROPERTIES, LP, and/or any City approved Assignee or successor in interest to the obligations of the Master Developer set forth in Section 6 of this Agreement.

1.20 "Mortgagee" means a beneficiary or any other security-device lender under a mortgage, deed of trust, sale-and-lease-back, pledges of ownership interests in Master Developer, collateral assignments, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property, Master Developer, or both, and as well as such entities' successors and assigns.

1.21 "Planning Area Development Implementation Plan" ("PADIP") means a development plan for the implementation of defined areas within the SPA. The PADIP will include: a detailed architectural and landscaping theme consistent with the Master Design Guidelines; infrastructure and common area improvements to support a self-sustaining development; and the requirements established through the Project Approvals and Development Approvals.

1.22 "Processing Fees" means City Council adopted fees and charges for processing applications for City actions or approvals.

1.23 "Project" means the development of the Property contemplated by the SPA and implemented through PADIPs as defined herein which may be further defined, enhanced or modified pursuant to the provisions of this Agreement. This Agreement pertains to six hundred eighty-five (685) acres of the seven hundred sixty (760) acres comprising the Specific Plan area. The 685 acres will be developed as a gated age-restricted community with common amenities to be maintained by one or more Homeowner's Association(s). The Project contemplates a maximum of two thousand nine hundred twenty-two (2922) dwelling units and other uses as defined in the Project Approvals, with the exception of two hundred twenty (220) dwelling units (specifically identified in the SPA) that may or may not be age-restricted.

1.24 "Project Approvals" means The Specific Plan, the SPA, the GPA 1, the GPA 2, the EIR, the Supplemental EIR, the Addendum EIR and all Subsequent Development Approvals including without limitation their respective conditions of approval.

1.25 "Property" means the real property described on Exhibit "A" to this Agreement and made a part herein by this reference.

1.26 "Subsequent Development Approvals" means all Development Approvals obtained subsequent to the Effective Date in connection with development of the Property.

1.27 "Subsequent Land Use Regulations" means any Land Use Regulations adopted and effective after the Effective Date of this Agreement.

## **SECTION 2. GENERAL PROVISIONS**

2.1 Duration of Project Approvals. The Project Approvals shall remain valid and in effect for the entire term of this Agreement, and the City shall take no action to rescind, revise or otherwise modify the Project Approvals, except with the prior written consent or upon the request of the Master Developer (provided that such request shall not obligate the City to rescind, revise or otherwise modify the Project Approvals or this Agreement). Other than for modifications of this Development Agreement, the City's General Plan as applied to the Project, the GPA and GPA2, the Specific Plan and the SPA, individual Builders or property owners may apply for modification of the Project Approvals applicable to their own land without consent or approval of other parties holding interests in the Project, provided that any such modification does not materially affect other land or obligations of any party under this Agreement or the Project Approvals. Individual Builders or property owners may apply for modification of the Development Agreement, the General Plan and the Specific Plan only with the consent of the Master Developer and all approved Assignees of the Master Developer. Nothing in this Agreement shall be interpreted to supersede or conflict with any applicable State or Federal law, rule or regulation pertaining to any specific Project Approval.

2.2 Duration of Permits. Permits issued for the Project shall not have any time added to their duration or validity by this Agreement than what is already provided for in the applicable law governing such permit.

### 2.3 Term of Agreement.

2.3.1 Normal Term. The Term of this Agreement shall commence on the Effective Date of the ordinance approving this Agreement (the "Effective Date"), and shall extend for a period of ten (10) years thereafter, unless this Agreement is earlier terminated, modified or extended in accordance with the provisions of this Agreement.

2.3.2 Extension. The ten-year Term of this Agreement may be extended three times. Each extension shall be separately considered by the City according to the provisions in this Agreement. Each extension shall be for a maximum of five (5) years. An extension of the Term of this Agreement shall be upon the same terms and conditions contained in this Agreement and any modifications thereto.

2.3.3 Extension Application. Master Developer shall submit its application for an extension of this Agreement no later than six (6) months prior to its expiration. City may, at its sole discretion, accept a late application for an extension of this Agreement, but under no circumstances shall the City be

obligated by law or in equity to accept or consider an application for extension of this Agreement after the date of expiration of its then current Term.

2.3.4 Extension Granted. Each of the five (5) year extensions of the Term of this Agreement provided for in Subsection 2.3.2 above shall be granted upon determination by the City of the following:

2.3.4.1 All obligations of the Master Developer under Section 6 of this Agreement have been or are being completed in conformance with the standards and timing required by this Agreement, the Circulation Phasing Improvement Program, (Exhibit "B" to this Agreement which is incorporated herein by this reference), and the Project Approvals.

2.3.4.2 The architecture, construction and amenities of the portions of the Project that have been completed meet the standards set forth in Section 6.12 of this Agreement, the related Project Approvals and the Master Design Guidelines.

2.3.4.3 For purposes of determining consistency with the Master Design Guidelines, approval of discrete portions of the Project in the normal course of development by the appropriate entity (e.g. Planning Commission) and certification of passing the City final inspection shall satisfy this requirement.

2.3.4.4 The Master Developer has completed to the reasonable satisfaction of the City Engineer, and offered for dedication, that portion of the public infrastructure set forth in the Circulation Phasing Improvement Program (Exhibit "B") required for each extension as follows:

2.3.4.4.1 Prior to the granting of the first extension, all improvements listed as Phase 1.

2.3.4.4.2 Prior to the granting of the second extension, all improvements listed as Phase 2.

2.3.4.4.3 Prior to the granting of the third extension, all improvements listed as Phase 3.

2.3.4.5 The Master Developer has not abandoned the Project. If the Master Developer has abandoned the Project as set forth herein, this Agreement shall be deemed automatically terminated and of no further force and effect. The Master Developer shall be deemed to have abandoned the Project if any of the following occur at any time:

2.3.4.5.1 The Master Developer is dissolved or has filed a voluntary petition for dissolution in bankruptcy or been adjudicated bankrupt in an involuntary dissolution proceeding. Provided however, that if a voluntary petition for dissolution is filed and the affected Mortgagee notifies the City in writing within thirty-five (35) days of service of notice of the petition to the

Mortgagee as shown in the bankruptcy court's records that the Mortgagee intends to pursue possession of the Property and assumption of this Agreement and thereafter diligently pursues such rights, the Master Developer shall not be deemed to have abandoned the Project.

2.3.4.5.2 The Master Developer notifies the City in writing that it no longer intends to pursue development of the Project.

2.3.4.5.3 The Master Developer has not submitted public improvement agreements, construction plans and required security for public improvements, all in form and substance reasonably acceptable to the City using its normal review processes, for all public improvements required hereinabove for each extension at least two years prior to the expiration of the then current Term of this Agreement.

2.3.4.5.4 Abandonment of the Project shall be a material breach of this Agreement.

2.3.4.6 There are no outstanding material breaches of this Agreement, or material defaults under the Project Approvals, public improvement agreements or bonds issued in connection with the Property or Project which are not being diligently cured within any time permitted for such cure under the applicable document. Approval of any extension may be withheld under this provision until such cure is completed within the allotted cure period. The City's ability to grant an extension of the term of this Agreement shall not terminate during the pendency of such cure period so long as the Master Developer, or its City approved Assignee, is taking reasonable steps to effect such cure to the reasonable satisfaction of the City Manager.

2.3.4.7 For purposes of considering an extension of the term of this Agreement, the estoppel and waiver provisions of Section 15 (Subsections 15.6 and 15.7) shall apply.

2.3.5 Maximum Term. If the granting of an extension of the term of this Agreement occurs after the expiration of the Term of this Agreement, or any prior extension thereof, the extension of five (5) years shall be reduced by the total number of days that have elapsed after the original date of expiration of Term. Except as otherwise specifically allowed herein, this Agreement, shall not be effective for more than twenty-five (25) years from its Effective Date.

2.3.6 Termination Upon Completion.

2.3.6.1 If not already terminated by reason of any other provision hereof, this Agreement shall automatically terminate upon: (i) total build-out of the Project pursuant to the Project Approvals and any amendments thereto; (ii) the issuance of all occupancy permits for structures requiring such permits, or final building inspections for improvements on the Property; and (iii) acceptance by the City of all dedications of public rights-of-way and public

improvements (to the extent the City elects to accept dedication of public rights-of-way and public improvements).

2.3.6.2 Similarly, where all such conditions have been satisfied with respect to any Planning Area designated in the Specific Plan, provided that all fees have been paid or credited and provided that the Master Developer obligations required by that time have been completed as set forth in Section 6 of this Agreement and the Project Approvals, then the Master Developer may make a written request, and the City Manager shall review and act upon the written request, to terminate this Agreement as to the affected Planning Area. The City Manager shall act upon said request within thirty (30) days of receipt. If the request is not granted, the City Manager shall specify in writing all reasons for denying the request.

2.3.6.3 For purposes of Termination Upon Completion hereunder, "total build-out" shall mean the completion of all construction in the Project, or in any Planning Area of the Project, of all buildings, structures, infrastructure, improvements, landscaping and associated amenities contemplated, required or permitted by the Specific Plan, all other infrastructure required by this Agreement or the Project Approvals, and performance by the Master Developer and the City of all of their respective obligations hereunder.

2.3.6.4 This Agreement shall automatically terminate as to any individual dwelling unit upon close of escrow for a sale to an end user of that dwelling unit and issuance of a certificate of occupancy or final City inspection for that unit.

#### 2.4 Binding Effect of Agreement.

2.4.1 Covenant. This Agreement shall bind, and inure to the benefit of, the respective Parties and their successors in interest, including their heirs, representatives, assigns, partners and investors. All of the provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land as to the Property. However, there shall be no third party beneficiaries of this Agreement, except that this Agreement shall be enforceable by the City on behalf of any of its subsidiary or affiliated public agencies or special districts, including without limitation, its Community Redevelopment Agency, Community Services Districts, or Community Facilities Districts.

2.4.2 No Property Interest. Nothing herein shall be construed as a dedication or transfer of any right or interest in, or as creating a lien with respect to, title to the Property.

### **SECTION 3. PROJECT DEVELOPMENT REQUIREMENTS**

3.1 Property Ownership. Master Developer represents and covenants that it is the owner of the fee simple title to the Property.

3.2 Development. Master Developer shall develop the Project in accordance with the Project Approvals and this Agreement. During the term of this Agreement, the permitted uses within the Project, the density and intensity of use, maximum height and size of buildings, other zoning standards, the requirements for reservation or dedication of land for public purposes, the mitigation requirements and all other terms and conditions of development of the Project shall be those set forth in the Project Approvals. Except as specifically provided for in the Project Approvals and/or this Agreement, the Project shall be developed and maintained as an age-restricted active adult community as more fully set forth in Section 6.8.

3.3 Rules and Regulations. Pursuant to Government Code Section 65866, and except as otherwise provided in this Agreement, the regulations, rules and official policies of the City governing (i) permitted uses within the Project, (ii) density and intensity of use, (iii) design, improvement and construction standards and specifications, and (iv) all other terms and conditions of development of the Project shall be those regulations, rules and official policies which are in effect on the effective date of the ordinance approving this Agreement, except as set forth under the Reservations of Authority below, (the "Applicable Regulations").

3.4 Building Permits. The Master Developer shall have the right to obtain building permits consistent with the Project Approvals, Land Use Regulations and Subsequent Land Use Regulations as set forth in this Agreement for the entire life of this Agreement and any extensions thereof.

3.5 Timing of Development. The parties acknowledge that Master Developer cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of Master Developer, such as market orientation and demand, interest rates, absorption, completion and other similar factors. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal. 3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that Master Developer shall have the right to develop the Property in such order and at such rate and at such time as Master Developer deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in the Project Approvals. Master Developer expects to accomplish street and traffic signal improvements in conformity with the Circulation Phasing Improvement Program (Exhibit "B").

#### **SECTION 4. RESERVATION OF AUTHORITY**

4.1 Subsequent Land Use Regulations and Processing Requirements. Notwithstanding any other provision of this Agreement, the following Subsequent

Land Use Regulations shall apply to the development of the Property:

4.1.1 City Council amended or adopted Processing Fees and charges applicable to all developments imposed by City to cover the estimated actual costs to City of processing applications for development approvals or for monitoring compliance with any development approvals granted or issued.

4.1.2 City Council amended or adopted DIF, except as otherwise provided for in this Agreement.

4.1.3 Fees adopted by the City Council to implement regional mitigation programs (e.g. Transportation Uniform Mitigation Fee (TUMF), Western Riverside County Multiple Species Habitat Conservation Plan, etc.).

4.1.4 Procedural regulations relating to hearing bodies, petitions, applications, notices, findings, records, hearings, reports, recommendations, appeals and any other matter of procedure.

4.1.5 Regulations governing construction standards and specifications including, without limitation, the Uniform Building, Plumbing, Mechanical, Electrical, and Fire Codes as adopted, or amended and adopted, by the City.

4.1.6 Regulations which may be in conflict with the Project Approvals but which are reasonably necessary to protect the public health and safety. To the extent possible, any such regulations shall be applied and construed so as to provide Master Developer with the rights and assurances provided under this Agreement.

4.1.7 Regulations imposed by State or Federal Law.

4.2 Moratoria. Regulations imposed by the City, whether adopted by City Council action, initiative or otherwise, imposing a development moratorium or limiting the rate or timing of development of the Property shall be deemed to conflict with this Agreement and shall therefore not be applicable to the Development of the Property. Development moratoria imposed by other government agencies or otherwise outside the City's reasonable control, or due to the lack of availability of water or other necessary facilities or services shall not create liability or default under this Agreement.

4.3 Modification or Suspension by State or Federal Law. In the event that State or Federal laws or regulations, enacted after the Effective Date, prevent or preclude compliance with one or more of the provisions of this Agreement or render the City subject to liability, fine, penalty, charge, cost or restrictions on its authority or powers in order to comply with this Agreement, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such State or Federal laws or regulations, provided,



however, that this Agreement shall remain in full force and effect to the extent such laws or regulations do not render such remaining provisions impractical to enforce.

## **SECTION 5. PUBLIC FINANCING**

5.1 The Master Developer is not obligated to request public financing. However, if Master Developer does request the initiation of proceedings to form a community facilities district, benefit assessment district, community services district or other similar public financing mechanism (hereinafter individually, alternatively and/or collectively referred to as "Public Financing District"), Master Developer agrees that it will make application first and solely to the City, and the City agrees to accept and consider such application according to the City's ordinances, resolutions, standards and practices generally applied to Public Financing District applications throughout the City including, without limitation, the City's Special Districts Financing Policy. If the City declines to provide such public financing, then the Master Developer may elect to initiate proceedings for public financing through any other public agency.

5.2 Consistent with Section 5.1 above, the City agrees to consider the initiation of proceedings for the establishment of one or more Public Financing Districts upon receipt of a completed written application by Master Developer. The Master Developer agrees to cast its votes in favor of, and/or to refrain from protesting the formation of, any such Public Financing District which the Master Developer has requested the City to initiate and to pay City's costs and expenses, and an issuer's fee to be established by City, in connection with each issuer. The Master Developer agrees and acknowledges that it will only support and participate in Public Financing Districts undertaken by the City (or one of City's subsidiary or affiliated entities), unless and until the City declines to provide such public financing.

5.3 If a Community Facilities District is formed at the request of the Master Developer, the proceeds from such financing shall be used as follows:

5.3.1 As first priority: public streets and traffic signals, City electric utility or other City capital project referred to in Section 6.3 below, and Riverside County Transportation Uniform Mitigation Fees (TUMF) paid by the Project to the extent they are allowed by Western Regional Council of Governments (WRCOG) and any other agency having jurisdiction thereof to be dedicated to State Route 60/Nason Street interchange improvements (including any improvements on Nason Street associated with or required as part of such interchange improvements);

5.3.2 As second priority: water and sewer infrastructure construction; and

5.3.3 As last priority: City DIF, but only to the extent such DIF is not subject to credit or reimbursement. The priority among City DIF shall be subject to City approval.

**SECTION 6. OBLIGATIONS OF AND CONTRIBUTIONS BY MASTER DEVELOPER**

6.1 Acknowledgement. The Master Developer acknowledges that it receives a substantial benefit by entering into this Agreement. The approval and execution of this Agreement by the City will provide the Master Developer with substantial vested rights and assurances that it would otherwise not receive as part of the development process, including without limitation, protection from City-imposed moratoria, and protection from changes in the Land Use Regulations and the Project Approvals that the City could otherwise have imposed in the exercise of its legitimate regulatory powers as a government agency. Under State law related to Development Agreements, by providing the protections of a development agreement, the City is entitled to receive from the Master Developer consideration in the form of benefits to the public that otherwise would or could not be imposed as conditions of approval for the Project. Therefore, as consideration for this Agreement, in addition to the other terms and conditions of this Agreement, the Master Developer shall provide to City the public benefits set forth herein.

6.2 Construction of Public Street and Traffic Signal Improvements – Circulation Phasing Improvement Program. Master Developer agrees to build all required public street and traffic signal improvements in accordance with the Circulation Phasing Improvement Program (Exhibit “B”). The parties acknowledge, and a traffic phasing study has confirmed, that the improvements listed on Exhibit “B” exceed the overall mitigation obligations of the Project for traffic, and agree that the accelerated timing of such improvements are a benefit to the public and a material inducement to the City to enter into this Agreement.

6.3 Moreno Valley Electric Utility and/or City Capital Project. Master Developer agrees to pay two million dollars (\$2,000,000) to the City. The first one million dollars (\$1,000,000) is to be used for the benefit of the Moreno Valley Electric Utility at the sole discretion of the City. Said payment is in addition to any other obligation the Master Developer may incur as a condition of approval, or otherwise, for the Project, or any portion thereof, concerning the Moreno Valley Electric Utility. Payment of this first one million dollars (\$1,000,000) shall be made within thirty (30) days of the Effective Date of this Agreement; provided, however, that said payment shall be placed in escrow in an interest bearing account, with interest payable to City, and City agrees not to withdraw the money until one hundred twenty (120) days after the Effective Date of this Agreement, or the conclusion of any legal proceedings challenging the validity of this Agreement or Project Approvals, whichever occurs later. Should any legal proceedings challenging the validity of this Agreement or the Project Approvals result in the invalidation of this Agreement or the Project Approvals and the decision of the

Master Developer to not proceed with the Project, all sums within the escrow account shall be returned by the escrow company to Master Developer within ten (10) calendar days of any court ruling invalidating this Agreement. The second one million dollar (\$1,000,000) payment shall be for a Moreno Valley Electric Utility and/or other City Capital Project that is eligible for inclusion in, or reimbursement from, a Community Facilities District as provided for in Section 5 of this Agreement. This second payment of one million dollars (\$1,000,000) to City shall occur at the time of recordation of the first (1<sup>st</sup>) residential subdivision map.

6.4 Covenants, Conditions and Restrictions (CC&Rs).

6.4.1 The Master Developer shall prepare CC&Rs for all Property within the Project to be recorded in the Riverside County Recorder's Office and made to run with the land.

6.4.2 Prior to recordation, the Master Developer shall submit the proposed CC&Rs to the City for review, approval and consent to record. The Master Developer shall not record any CC&Rs unless and until it has received City's consent thereto in writing. The City shall have the right to review, approve and consent to the recording of any amendments to the CC&Rs and Master Developer shall not record any amendments to the CC&Rs prior to obtaining the City's consent thereto in writing. The City shall not unreasonably withhold such consent and shall act upon any request for its consent within thirty (30) days of its receipt of the request and all information reasonably needed to make such a determination. It is understood that the City's interest in the CC&Rs is to protect the public interest, including, without limitation, assuring that common areas and facilities are properly maintained for protection of surrounding properties, protection of City facilities from impacts purportedly mitigated by private amenities (including those recreational amenities for which DIF credits have been provided), and protection from City liability or cost for water quality or other environmental impacts of the Project. Therefore, the reasonableness of the City's review and consent or denial of consent to any amendments shall be construed in light of the public interest, but review of any City decision hereunder shall be given the normal deference given to public agencies in determining the public interest.

6.4.3 The City shall be a named third party beneficiary pursuant to California Civil Code Section 1559 of all recorded CC&Rs, and any amendments thereto, with a separate and independent right, but not the obligation, to enforce the CC&Rs. This right of enforcement is in addition to all other legal and equitable remedies available to the City.

6.5 Operation and Maintenance of Common Areas by Master Developer.

6.5.1 The Master Developer acknowledges that the maintenance and operation of the common area facilities are a matter of public interest to the City in that improper or inadequate maintenance and operation will cause an impact on surrounding public facilities and surrounding home and property owners. Master Developer shall operate and maintain all common area facilities including, but not limited to, the Main Clubhouse facilities and the lake system, during the course of construction of the Project and until such time as a Master Homeowner's Association (Master HOA) for the Project shall be formed and the operation and maintenance obligations for such facilities are legally conveyed to and accepted by the Master HOA (hereinafter referred to as the "Transfer Date").

6.5.2 The Master Developer shall maintain a dedicated funding source in an amount reasonably acceptable to the City Manager for the operation and maintenance of all common area facilities during the course of construction of the Project and until the Transfer Date.

6.5.3 The Master Developer shall not be relieved of its obligations for the operation and maintenance of the Project's common area facilities until a Master HOA has been formed and the operation and maintenance responsibilities for the applicable common area facilities have been legally conveyed to and accepted by the Master HOA. Upon the Transfer Date, the Master HOA shall have the obligations described below.

6.6 Master Homeowners' Association (Master HOA).

6.6.1 The Master Developer shall form and capitalize a Master HOA for the Project. The Master HOA shall, at a minimum, have the responsibility and legal obligation to operate and maintain all common area facilities in the Project or on the Property which have been legally conveyed to and accepted by the Master HOA.

6.6.2 Until the Transfer Date, the Master Developer shall remain legally liable and responsible for the operation and maintenance of all common area facilities in the Project or on the Property. The Master Developer shall not transfer any common facilities to the Master HOA unless and until a budget approved by the California Department of Real Estate (DRE) provides for either the levy of assessments which will be adequate to fund all of the costs of operation, maintenance, repair and reserves for the common area facilities, or financial assurances deemed adequate by the DRE are posted in accordance with the regulations of the DRE. In connection with the governance of the Master HOA, the Master Developer shall, unless otherwise prevented from doing so by a court order or judgment, exercise its rights provided under Title 10 of the California Code of Regulations to appoint a majority of the Board for so long as permitted under the Master CC&Rs. As members of the Board, the Master Developer shall comply with the requirements established under the Common

Interest Development Act for preparation of budgets, the establishment of reserves and collection of assessments.

6.6.3 The CC&Rs shall require the Master HOA, upon request by the City, to provide all documentation reasonably requested by the City regarding the budgets and financial condition of the Master HOA. The City may utilize expert consultants to analyze and opine on the submitted documentation as necessary in the City's sole discretion to determine whether the Master HOA is adequately financed. The Master HOA shall bear all costs for any and all expert consultants utilized by the City in making this determination. The City shall make such determination according to accepted principles for HOA capitalization, operation and maintenance of the types and kinds of common area facilities for the Project, including any necessary reserves.

6.6.4 The CC&Rs shall include a provision which states that, if the City determines that the Master HOA has failed to maintain the common area facilities in accordance with the requirements of this Agreement and the Project Approvals, and as necessary to protect the public health, safety and general welfare, the City shall have the right, but not the obligation, to notify the Master HOA in writing of such maintenance deficiency. If within thirty (30) days after the Master HOA receives the notice from the City, the Master HOA fails to (i) correct such maintenance deficiency, or (ii) if such maintenance deficiency is of a type that cannot reasonably be corrected within thirty (30) days, fails to commence such maintenance correction and diligently pursue such correction to completion, the City may, but is not obligated to, enter onto the Property to perform all corrective maintenance at the expense of the Master HOA. All costs incurred by the City in connection with performing corrective maintenance as provided herein shall be paid for as common expenses out of the Master HOA maintenance funds as provided in the Master HOA Documentation, and if requested by the City to do so, the Master HOA shall levy a supplemental annual assessment against all Property owners or Properties in the Project area as an emergency assessment.

6.7 Main Clubhouse, Recreational Facilities, Recreational Programs, Private Parks, and Trail System.

6.7.1 Master Developer is developing the Project as an age-restricted, active adult Project. Master Developer represents it will build a Main Clubhouse of at least thirty-five thousand (35,000) square feet during phase one of the Project with a total construction cost of not less than twenty million dollars (\$20,000,000.00), including the cost of furniture, fixtures and equipment, but not including the value of the real property. Master Developer represents that Main Clubhouse amenities will include a swimming pool, tennis courts, and a spa/Jacuzzi. Master Developer also represents that active programming for Project residents will be provided in conjunction with the Main Clubhouse facilities. Based upon the needs and desires of the residents, such programming may include a staff activities director, exercise programs (e.g., yoga, aerobics,

pilates, etc.), aquatic exercise programs, tennis league and instruction, diet and nutrition programs, walking club, dance program/club, writing program/club, book club, education programs (e.g., computer classes, poetry, literature, etc.), games programs, arts and crafts programs, garden club, organized trips/excursions, and speaker series (current events, topics of the day, etc.). Master Developer also represents it will provide other recreational facilities and amenities throughout the Project, including, but not limited to, private parks, trails, greenbelts, and lakes suitable for limited boating and fishing. The standards for these other recreational facilities and amenities, including timing, acreage, number, types and quality of amenities and facilities, etc. shall be fully set forth in the SPA and shall be subject to the City's discretionary approval and shall be fully conditioned and implemented through the PADIPs. The Developer's right to the credits set forth in this Agreement for park land and facilities shall be subject to the Master Developer's providing all such recreational facilities and amenities in accordance with the standards and requirements of the SPA.

6.7.2 The Project's Master HOA documentation and CC&Rs shall make adequate provision for reasonable maintenance of the facilities and provision of appropriate programming and activities.

6.7.3 Master Developer agrees that it will commence construction of the Main Clubhouse prior to issuance of the one hundredth (100<sup>th</sup>) building permit issued anywhere in the Project, and complete construction prior to the issuance of the five hundred eighty-fifth (585<sup>th</sup>) building permit issued anywhere in the Project area. Master Developer agrees that the construction cost of the Main Clubhouse and its amenities shall be at least twenty million dollars (\$20,000,000), inclusive of furniture, fixtures and equipment, but exclusive of the value of the underlying real property.

6.7.4 Master Developer agrees to provide the recreational facilities, amenities and programming stated hereinabove to residents of the Project according to the Project Approvals and this Agreement. Master Developer agrees to comply with the Project Approvals pertaining to the other recreational facilities and amenities throughout the Project, including, but not limited to, private parks, trails, greenbelts, and lakes suitable for limited boating and fishing.

6.7.5 Master Developer agrees to provide legal and equitable assurance in the form of Master HOA documentation, CC&Rs, bonds, letters of credit, or other legally enforceable instruments to guarantee that the herein described facilities, amenities and programs will be constructed and perpetually maintained in a manner that meets or exceeds the City's standards for its own parks and facilities, and that recreational programs and amenities will be perpetually provided.

6.7.6 Master Developer agrees to, and shall ensure through Master HOA documentation that the Master HOA shall provide eight (8) days

annually, not more than two (2) of which shall be weekend days, for the Term of this Agreement, and any extension thereof, for non-exclusive use of the Main Clubhouse by the City, which dates are to be agreed upon in writing by the Parties each year. Master Developer or the Master HOA shall respond to the City's request for scheduled days within 30 days of receipt. The City's rights to such days of usage shall not be waived by failure to use or request any or all such days. All costs of such events other than use of the facility (e.g., insurance liability coverage, set-up and clean-up, food, food preparation and service, etc.) shall be born by City. In the event that this provision is found to be in conflict with any regulation of such private facilities by the California Department of Real Estate, or its inclusion would result in conditions or application of regulations that would significantly and unduly burden the Project, the parties shall meet and confer and agree to a different consideration to the City reasonably acceptable to the City and which provides similar public benefits.

6.8 State Route 60/Nason Street Interchange. Master Developer agrees to use its best efforts to obtain the consent of the Western Riverside Council of Governments, the Riverside County Transportation Commission, the California State Department of Transportation and any other local, regional, state or federal agency having jurisdiction or authority to dedicate and use the Transportation Uniform Mitigation Fees to be paid by the Master Developer for the Project for the improvement and reconstruction of the State Route 60 interchange at Nason Street in the City.

6.9 Entry Statement. Master Developer agrees to construct and provide legal and equitable assurance in the form of agreements, bonds, letters of credit, or other legally enforceable instruments for the construction and perpetual maintenance of a distinctive and quality entry statement reasonably acceptable to City, which may include arches or other structures, walls, landscaping, decorative pavement, street design and streetscape elements, water features and/or other design elements. Such entry statement shall be located at the Project's main entry on Nason Street. The SPA shall require and provide standards and design for the entry statement. Construction of the entry statement shall commence prior to the issuance of the one hundredth (100<sup>th</sup>) and be completed prior to the issuance of the five hundred eighty-fifth (585<sup>th</sup>) building permit issued anywhere in the Project area. Further, the Master HOA documentation and CC&Rs for the Project shall provide for and financially assure perpetual maintenance of the entry statement.

6.10 Perimeter Walls and Landscaping. Master Developer agrees to construct perimeter walls and landscaping consistent with the SPA and Project Approvals and provide legal and equitable assurance in the form of agreements, bonds, letters of credit, HOA documentation, CC&Rs, or other legally enforceable instruments reasonably acceptable to City for the construction and perpetual maintenance of such perimeter walls and landscaping by the five hundred eighty-fifth (585<sup>th</sup>) building permit issued anywhere in the Project area. It is acknowledged that such walls will be constructed with various phases and maps

and that security for each section of perimeter wall will be provided as appropriate with PADIPs, maps and/or other subsequent approvals.

6.11 Age Restricted Project. The Project is designed and conditioned to be an age restricted community requiring ownership and occupancy by adults aged 55 and over pursuant to State and Federal law. This age restriction is a material inducement for the City to enter into this Agreement. The parties acknowledge that, absent such age restriction, certain environmental and public facility impacts of the Project would far exceed those shown in the studies upon which the Project Approvals are predicated. A removal of, or failure to effectively enforce, the age restrictions would result in significant impacts to the surrounding community including, but not limited to, traffic, noise, air quality, excessive usage of public buildings, facilities and parks, and school overcrowding. Therefore, the Master Developer shall cause to be recorded Covenants, Conditions and Restrictions ("CC&Rs") applying such age restriction to the entire Property, with the exception of the Planning Area designated as apartment units located outside the private, gated community. Should the City and Master Developer determine that the apartments should also be age restricted, or that apartments are an inappropriate use for that Planning Area, nothing herein shall preclude application of the age restriction to that Planning Area as well. The age restriction in the CC&Rs shall be for a period of not less than fifty (50) years. The CC&Rs shall provide the City with a separate and independent right of enforcement as to each Property in the Project and shall run with the land. The age restriction in the CC&Rs shall be in form and substance reasonably acceptable to the City Manager and City Attorney, as well as the DRE.

6.12 Master Design Guidelines. The Master Developer has represented to the City its intent to build an upscale Project with quality of architecture, construction and amenities substantially higher than those normally built in the City or required by City rules and standards. This representation is a major consideration for the City's willingness to enter into this Agreement. An upscale development will provide public benefit to the community by attracting business owners and executives who are seeking an active adult lifestyle and who may relocate their businesses and attendant jobs to the City. Further, an upscale project environment could raise property values and enhance the image and aesthetics of the City. The Parties therefore agree that the Project will be subject to a set of guidelines (the "Master Design Guidelines") that will assure the targeted quality while providing reasonable flexibility to the Developer to address market conditions related to architectural style. The Master Design Guidelines shall be subject to the approval of the City and shall be incorporated into the SPA. Once so approved and incorporated, they shall be incorporated by this reference into this Agreement. This Agreement will be interpreted to be consistent with these twin goals of upscale quality and reasonable flexibility.

6.13 Nexus/Reasonable Relationship Challenges. The Master Developer consents to and waives any rights it may have as of the Effective Date of this Agreement to challenge the legal validity of the conditions, requirements,



exactions, policies or programs required by the Existing Land Use Regulations, the Project Approvals, the DIF, or the Processing Fees including, without limitation, any claim that they constitute an abuse of the police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax. Nothing in this Agreement shall be construed as a waiver of Master Developer's right to challenge future conditions, requirements, exactions, policies, or programs required by Subsequent Land Use Regulations, Subsequent Development Approvals, or subsequently adopted DIF or Processing Fees that are different than those in effect as of the Effective Date of this Agreement. The Master Developer consents to and waives any rights it may now or in the future have to challenge the legal validity of this Agreement or any of its provisions on any grounds whatsoever.

6.14 Cooperation By Master Developer. Master Developer will, in a timely manner, provide City with all documents, applications, plans, and other information necessary for the City to carry out its obligations under this Agreement, and cause Master Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents therefore.

6.15 Other Governmental Permits. Master Developer shall apply in a timely manner for such other permits and approvals from other governmental or quasi-governmental agencies having jurisdiction over the Property as may be required for the development of, or provision of services to, the Project.

6.16 Reimbursement For City's Efforts On Behalf Of Master Developer. To the extent that City, on behalf of the Master Developer, attempts to enter into binding agreements with other entities in order to assure the availability of certain permits and approvals or services necessary for development of the Project as described in this Agreement, Master Developer shall reimburse City for all costs, expenses and fully burdened staff time incurred in connection with seeking and entering into any such agreement. Any fees, assessments or other amounts payable by City pursuant to any such agreement described herein shall be borne by Master Developer except where Master Developer has notified City in writing, prior to City committing to enter into such agreement, that it does not desire for City to execute such agreement.

6.17 Defense, Indemnity, and Reimbursement For Multi-Agency Agreements. Master Developer shall defend, indemnify and reimburse City for any costs and expenses incurred by City in enforcing, executing, carrying out or defending any multi-agency agreement entered into on Master Developer's behalf.

6.18 Prevailing Wage. The Master Developer acknowledges that provisions of this Agreement, including without limitation, allowance of fee credits or caps, provision of public financing, and any other benefit to the Master

Developer, may cause the Project or portions thereof to become subject to prevailing wage and/or public contract bidding requirements under existing or future state or federal law and/or court decisions. The Master Developer acknowledges that the City has made no representations as to the applicability or non-applicability of such requirements to the Project. The Master Developer hereby assumes any and all responsibility for such determinations and any all risk and responsibility related thereto. Master Developer hereby expressly indemnifies, defends and holds City harmless from any cost, claim or liability related to prevailing wage or public bidding requirements for any public work related to the Project that the Master Developer, Assignee Developer or Builder is conditioned and/or agrees to provide.

6.19 Material Breach. Failure on the part of the Master Developer to comply with any provision of this Section shall constitute a material breach of this Agreement. However, this provision is intended to reflect a specific intent with regard to provisions that might otherwise be later interpreted not to be material and to clarify that they are material inducements to the City entering into this Development Agreement. It shall not be construed to limit what otherwise would be deemed a material breach of this agreement.

## **SECTION 7 OBLIGATIONS OF CITY**

7.1 Processing. Upon satisfactory completion by Master Developer of all required preliminary actions and payments of appropriate processing fees, City shall promptly commence and diligently proceed to complete all required steps necessary for the implementation of this Agreement and the development of the Project by the Master Developer in accordance with the City's ordinances, policies, procedures, protocol, and applicable state and federal law, including, but not limited to, the following:

7.1.1 The holding of all required public hearings; and

7.1.2 The processing of all Development Approvals and related matters as necessary for the completion of the development of the Project. In this regard, Master Developer will, in a timely manner, provide City with all documents, applications, plans, and other information necessary for City to carry out its obligations under this Agreement and as required by existing ordinances, policies, procedures, protocol, and applicable state and federal law and shall cause Master Developer's planners, engineers, and all other consultants to submit in a timely manner all required materials and documents as therefore required.

7.2 Regional Traffic Improvements. The City agrees to cooperate with and support Master Developer in its efforts to obtain the consent of the Western Riverside Council of Governments, the Riverside County Transportation Commission, the California State Department of Transportation and any other local, regional, state or federal agency having authority to dedicate and use the

Transportation Uniform Mitigation Fees to be paid by the Master Developer for the Project for the improvement and reconstruction of the State Route 60 interchange at Nason Street in the City.

7.3 Improvement Security. Subdivision improvement security posted by the Master Developer, Assignee Developer or Builder pursuant to the requirements of the Subdivision Map Act shall be released by the City in accordance with Government Code section 66499.7. The City agrees to provide for partial release of security pursuant to the provisions of subdivision (a) of section 66499.7.

## **SECTION 8 FEES, FEE CREDITS AND REIMBURSEMENT**

8.1 General Principles. The Parties recognize that fees which may be imposed by the City upon the Project fall within two categories: (i) fees for processing applications for City actions or approvals ("Processing Fees"); and (ii) fees or other monetary Exactions which are established or contemplated under City ordinances or resolutions in effect as of the Effective Date of this Agreement and which are intended to defray the costs of public facilities or other amenities related to development projects, including but not limited to parks, streets, libraries, traffic controls and other public facilities ("DIF").

8.2 Processing Fees. The Master Developer, Assignee Developer or Builder shall pay Processing Fees for the Project based upon the fees generally applicable to all development in the City at the time of the application for any City action or approval subject to the following adjustments:

8.2.1 Expedited Development Services. The City acknowledges Master Developer's intention to expedite the development of the Project. City agrees to cooperate with Master Developer in developing specific timeframes for City review and processing of particular submittals by Master Developer. When Master Developer desires to receive a higher level of service than is ordinarily available through existing budgeted staffing and consulting resources, City agrees to expeditiously negotiate and enter into specific written agreements with Master Developer that provide for Project-dedicated development services working under the direction of the City, including, but not limited to: Project management, transportation planning, land use planning, land development, Project inspections and legal services. It is agreed that the Master Developer shall be responsible for the full cost of the higher service levels, with the specific details to be addressed in each such written agreement.

8.3 Development Impact Fees (DIF). Except as specifically set forth in this Agreement, the Master Developer, Assignee Developer or Builder shall pay DIF for the Project based upon the fees applicable in accordance with the City's then current ordinances, resolutions and policies in effect at the time such fees are due, including the application of fee credits and reimbursements, in the same manner as applied to projects in the City not subject to a development

agreement. It is understood that the sole benefit conferred by this Agreement regarding DIF are credits and exemptions against otherwise payable fees as set forth in this Agreement, and that under no circumstances will any payments of monies be due from the City to any party on account of any DIF credit hereunder.

8.3.1 DIF Exemption – Circulation Improvements. A comprehensive Traffic Study and Phasing Study evaluated the improvements necessary to fully mitigate the Project's impacts on offsite circulation. The Circulation Phasing Improvement Program (Exhibit "B"), defines a comprehensive package of improvements which exceeds those minimum mitigation obligations, both in scope and timing. Additionally, the City has confirmed that the improvements identified in Exhibit "B" exceed the traffic-related DIF for which the Project otherwise would be liable. Accordingly, the Project is exempted from the arterial street fees, traffic signal fees, City interchange fees, and any other future DIF enacted by the City for City circulation improvements. Failure to comply with the following shall constitute a material breach of this Agreement:

8.3.1.1 Prior to the issuance of the first residential building permit for any phase identified in the Circulation Phasing Improvement Program (Exhibit "B"), and/or the Project Approvals, the Master Developer shall:

8.3.1.1.1 Execute and deliver public improvement agreements in form and content reasonably acceptable to the City for construction of all such improvements for that phase; and

8.3.1.1.2 Furnish bonds, letters of credit and/or other legally enforceable security in form, content, amounts, and with sureties reasonably acceptable to the City securing all labor, materials, and Master Developer's performance of all obligations for construction of such improvements for that phase; and

8.3.1.1.3 All such public improvement agreements and security shall remain in full force and effect until the completion and acceptance of offer of dedication of such improvements to the City.

8.3.1.2 All such improvements are actually constructed, completed, and accepted for dedication to the City in accordance with the applicable public improvement agreements, the Project Approvals, and this Agreement.

8.3.2 DIF Credit – Parks. The Master Developer, Assignee Developer or Builder shall not receive any Park DIF credit for the Planning Areas or portions thereof in the Project or on the Property that are not age restricted and/or not included in the private, gated community and shall pay one hundred percent (100%) of the Park DIF when due. Contingent upon the Master Developer complying with Section 6.7 of this Agreement, the Master Developer

will become eligible to receive a DIF credit of not more than eighty-seven and one-half percent (87.5%) of the otherwise payable park land (Quimby) and park improvements DIF, and a credit of one hundred percent (100%) for community center DIF for the age restricted portion only of the Project on a per unit, pro rata basis. Said credits shall be contingent upon the Master Developer constructing and completing all clubhouse and park facilities and providing all amenities identified in Section 6.7 of this Agreement and as conditioned in the Project Approvals. Said credits for Park DIF shall be the Master Developer's sole entitlement under this Section. The Master Developer will become eligible for the Park DIF credit upon satisfaction to the City Manager that Master Developer has constructed and completed the identified clubhouse and park facilities and is providing the identified amenities for the Planning Area or portion thereof conditioned for those facilities and amenities. The portion of park land, park improvement, and community/recreation center DIF subject to credit under this Agreement for a Planning Area or portion thereof shall be deferred for collection by the City until the completion of that Planning Area, Tract or other portion thereof, but only if bonds, letters of credit or other security for the full amount of the fee subject to the credit is delivered to the City in form and substance and from a surety reasonably acceptable to the City. The Park DIF amount not subject to such credit is payable by the Master Developer, City approved Assignee Developer or Builder, as appropriate, when due. This Park DIF credit is contingent upon the Master Developer completing all clubhouse and park and recreation facilities and amenities no later than the end of construction of the Planning Area or portion thereof conditioned for that improvement. If the clubhouse and park and recreation facilities and/or amenities for the conditioned Planning Area or portion thereof are not constructed and completed prior to the end of construction of the Planning Area or portion thereof conditioned for said improvement, the Master Developer shall not be entitled to any Park DIF credit for that Planning Area or portion thereof and shall pay the full amount of Park DIF for that Planning Area or portion thereof within thirty (30) days of the final inspection of the last unit in that Planning Area or portion thereof. If Master Developer fails to pay such Park DIF when due, City shall have the right, but not the obligation, to draw upon the security posted for such fees to assure payment to the City of one hundred percent (100%) of the Park DIF for the conditioned Planning Area or portion thereof.

## **SECTION 9                    ASSIGNMENT**

9.1 Acknowledgement. Master Developer and Master Developer's Principals have demonstrated, and the City finds, that Master Developer and Master Developer's Principals possess the experience, reputation, and financial resources to develop and maintain the Property in the manner contemplated by this Agreement. It is because of such qualifications, which assure the development of the Property to a high quality standard that the City is entering into this Agreement. Accordingly, restrictions on the right of the Master Developer and Master Developer's Principals to assign the rights and privileges

contained in this Agreement are necessary in order to assure the achievement of the objectives of the City and this Agreement.

9.2 Master Developer's Principals. Master Developer is a partnership owned directly or indirectly by Julius Trump and Eddie Trump and members of their families (or trusts therefore), Iddo Benzeevi and members of his family (or trusts therefore), and a trust, the beneficiaries of which may include members of the families of Julius Trump and Eddie Trump and/or charitable institutions (collectively, the "Partners"). Notwithstanding Section 9.7, a change in the ownership of the Master Developer which does not result in the Partners no longer having control of the Master Developer shall not constitute an assignment. Though not an assignment under this Agreement, should any of the Partners become no longer associated with the Master Developer, Master Developer agrees to provide City with notice thereof within thirty (30) calendar days of such event.

9.3 No Assignment Without City Consent. Except as otherwise specifically provided for in this Section, Master Developer shall not assign any rights, obligations or duties under this Agreement without prior written consent from the City. Such consent shall not be unreasonably withheld by the City and shall be made in accordance with the provisions of this Section 9.

9.4 Non-assignment Sales or Leases to Builders. Notwithstanding any other provision in this Section, a sale or lease of a portion of the Property (whether or not a "bulk" sale of lots) to Builders without an assignment of any of the rights or obligations of this Agreement shall not constitute an assignment or other conveyance sufficient to trigger this Section 9. Any such sale or lease shall be exempt from oversight or approval procedures by City. Further, any such sale or lease shall in no way lessen or compromise the rights and obligations of the Parties to this Agreement.

9.5 Restriction on Assignment. No assignment of any right, duty or obligation under this Agreement shall be made unless it is in conjunction with a sale, hypothecation or other transfer of a legal or equitable interest in the Property, or a portion thereof, including, but not limited to, any foreclosure of a mortgage or deed of trust or of a deed in lieu of foreclosure. However, except as specifically permitted in this Section, any assignment of this Agreement, or any portion of the rights, duties or obligations thereof, by Master Developer, voluntary or involuntary, without both the prior written consent of the City and an unconditional assumption of the rights, duties and obligations under this Agreement by the Assignee in form and content reasonably acceptable to the City Attorney, shall constitute a material breach of this Agreement and the Master Developer shall remain legally liable to the City for all such rights, duties and obligations. For purposes of this Section, contracting by the Master Developer or City Approved Assignee Developer for the construction of all or part of the Master Developer's obligations under Subsections 6.2, 6.7, 6.9, and/or 6.10 shall not constitute an assignment and the Master Developer or City approved Assignee

Developer shall remain responsible, and legally liable to the City under this Agreement, for the satisfactory and timely completion of said obligations.

9.6 Restriction on Assignment Not an Unreasonable Restraint on Alienation. Master Developer agrees that the restriction on its right to assign any of its rights, obligations or duties under this Agreement is not repugnant or unreasonable in that such a restriction is a material inducement to the City to enter into this Agreement because the restriction guarantees for the City that Master Developer will provide those public benefits identified in Section 6 of this Agreement and reserves for the City the power to prevent the assignment of any of the rights, obligations or duties under this Agreement.

9.7 Assignment. The management control and responsibility of Master Developer and the expertise, competence, reputation and financial strength of Master Developer are integral components of the consideration for City entering into this Agreement. In order to preserve such consideration for City and for City to receive full value, the Parties agree that the occurrence of any of the following events constitute, for the purposes of this Agreement, an assignment:

9.7.1 A change in the composition of ownership interests in or control of the Master Developer.

9.7.1.1 For purposes of this section, however, "change in the composition of ownership interests in or control of" shall not include uncontrolled changes in ownership based upon the death or disability of one or more of the ultimate owners (e.g., transfer to heirs or conservatorship).

9.7.2 A change in the composition of ownership interests in or control of the Property, including a sale of all or a portion of the Property (other than portions of the Property sold to an Assignee Developer or Builder).

9.7.3 Any express assignment or transfer of any of Master Developer's rights, duties, or obligations under this Agreement.

9.8 City Council Approval. Upon written request of the Master Developer for approval of an assignment, the matter shall be referred to the City Council. The City Council, or City Manager or designee on their behalf, may request further documentation from the Master Developer, and Master Developer shall provide such documentation, as the City Council reasonably deems necessary to make its decision. The City agrees, to the extent permissible by law, to maintain the confidentiality of any such documentation if requested by the Master Developer. The City Council shall have sixty (60) calendar days from the date of receipt of such request to approve or deny the requested assignment. Failure of the City Council to act within that sixty (60) calendar-day period shall automatically be deemed an approval of the request; provided however, that if there remains any obligation of the Master Developer under Section 6 of this Agreement and/or the Project Approvals that was required to be completed under

the terms of this Agreement or the Project Approvals as of the date of the request, but has not been completed as of the date of the request, the request shall be deemed denied.

9.9 Conditions and Standards. The conditions and standards upon which consent to assign will be given are as follows:

9.9.1 Such Assignee possesses the experience, reputation and financial resources to cause the Property to be developed and maintained in the manner consistent with the Project Approvals and this Agreement;

9.9.2 Such Assignee enters into a written assumption agreement, in form and content reasonably acceptable to the City Attorney, expressly assuming and agreeing to be bound by the provisions of this Agreement; and

9.9.3 Such assignment will not impair the ability of City to achieve the objectives of the Project Approvals and this Agreement.

9.10 City Manager Approved Assignee Developers. Notwithstanding any other provision of this Agreement, the City Manager shall have the authority to, and shall approve an assignment of all or part of the Master Developer's rights, benefits, covenants or obligations under this Agreement to an Assignee Developer, or its parent(s) if the proposed Assignee Developer is a subsidiary, upon the following terms:

9.10.1 The proposed Assignee Developer has developed to completion at least three (3) master planned residential communities within the immediately preceding ten (10) year period, at least one (1) of which is located within the Southwestern United States; and

9.10.2 The proposed Assignee Developer has a current group net worth of at least \$200,000,000 (two hundred million dollars); and

9.10.3 The proposed Assignee Developer has not committed a breach of any development agreement to which the proposed Assignee Developer is a party for any project resulting in termination of such development agreement; and

9.10.4 The proposed Assignee Developer is not currently declared by a legislative body to be in default of any active development agreement to which the proposed Assignee Developer is a party; and

9.10.5 The proposed Assignee Developer provides the City Manager with adequate documentation to make the findings in this Section 9.10 at the time of the request for assignment; and

9.10.6 The City Manager shall thereafter have thirty (30) calendar days to make a determination on the request for assignment. If the City Manager fails to make a determination within said thirty (30) calendar days, then the



assignment shall be deemed approved.

9.11 Financing Exemption. Mortgages, deeds of trust, sales and lease-backs, pledges of ownership interests in Master Developer, collateral assignments, or other forms of conveyance required for any reasonable method of financing requiring a security arrangement with respect to the Property are permitted without the consent of the City, provided the City receives prior notice of such financing (including the name and address of the lender and the person or entities acquiring any such secured interest) and Master Developer retains the legal and equitable interest in the Property and remains fully responsible hereunder. The words "mortgage" and "deed of trust," as used herein, include all other modes of financing real estate acquisition, construction and land development commonly used by reputable land developers. City recognizes that initial (though not exclusive) financing for the Project has already been secured by the Master Developer and presently encumbers the Property and that this financing is included in this exemption.

9.12 Notice of Assignment. Upon receiving approval of an assignment, Master Developer shall provide City with written notice of such assignment and as part of such notice the Assignee must execute and deliver to City a written assumption agreement in form and content reasonably acceptable to the City Attorney in which the name and address of the Assignee is set forth and the Assignee expressly and unconditionally assumes all obligations of the assigned provisions of this Agreement.

9.13 Unapproved Assignments. If City reasonably makes the determination not to consent to the assignment of the rights, obligations and duties contained in this Agreement, and Master Developer assigns this Agreement to a third party, in whole or in part, Master Developer shall remain legally liable and responsible for all of the duties and obligations of this Agreement not previously assigned with City approval, in addition to all other rights and remedies the City may have on account of such breach.

9.14 Approved Assignments. If City consents to the assignment, Master Developer shall remain liable and responsible for all of the rights, obligations and duties of this Agreement until City receives from the Assignee an executed written assumption agreement in form and content reasonably acceptable to the City Attorney. Upon receipt of an acceptable executed assumption agreement from the Assignee, the Master Developer shall be relieved of its rights, obligations and duties under this Agreement to the extent that such rights, obligations and duties have been specifically transferred to and accepted by the Assignee. As to those rights, obligations and duties not specifically accepted in writing by the Assignee, the Master Developer shall remain legally liable therefore to the City.

9.15 Notice of Sale of Property. Master Developer shall give written notice to the City, within ten (10) calendar-days after close of escrow, of any sale

or transfer of any portion of the Property, specifying the name or names of the Purchaser, the Purchaser's mailing address, the amount and location of the land sold or transferred, and the name and address of a single person or entity to whom any notice relating to this Agreement shall be given.

9.16 Termination of Agreement with respect to Individual Lots or Parcels Sold. The provisions of this Section shall not apply to a sale, or lease for a period longer than one year, of individual parcels or lots which have been individually sold or leased to an ultimate end user in accordance with a recorded final tract or parcel map. Notwithstanding any other provision of this Agreement, this Agreement shall terminate with respect to any such lot or parcel without the execution or recordation of any further document upon satisfaction of the following conditions:

9.16.1 The lot or parcel has been finally subdivided and individually (not in "bulk") sold or leased for a period longer than one year to an ultimate end user; and

9.16.2 A certificate of occupancy or approval of final building inspection by the Building and Safety Division has been issued for a structure on the lot or parcel.

9.17 Material Breach. Failure on the part of the Master Developer to comply with any provision of this Section shall constitute a material breach of this Agreement. However, this provision is intended to reflect a specific intent with regard to provisions that might otherwise be later interpreted not to be material and to clarify that they are material inducements to the City entering into this Development Agreement. It shall not be construed to limit what otherwise would be deemed a material breach of this agreement.

## **SECTION 10 DELAYS IN PERFORMANCE**

10.1 Permitted Delays. In addition to any other provisions of this Agreement with respect to delay, Master Developer and City shall be excused for performance of their obligations hereunder during any period of delay actually caused by natural disaster, acts of war, civil unrest, riots, strikes, picketing, or other labor disputes, shortage of materials or supplies, or damage to or prevention of work in process by reason of fire, floods, earthquake, or other casualties, litigation, acts or neglect of the other party, or restrictions imposed or mandated by governmental entities. Likewise, any delay caused by court action or proceeding brought by any third party to challenge this Agreement, or any other permit or approval required from City or any other governmental entity for development or construction of all or any portion of the Project, whether or not Master Developer is a party to or real party in interest in such action or proceeding, shall constitute a Permitted Delay under this Section. However, it is expressly understood that the provision of the third five year extension of the Term of this Agreement is the sole remedy regarding extension of the Term for

any cause whatsoever. Therefore, while the delays defined in this Section 10.1 may excuse or toll breaches of obligations during the Term of this Agreement and its extensions, in no event shall the Term of this Agreement extend beyond 25 years regardless of any such delays.

10.2 Effect of Permitted Delays. If written notice of such delay is given to either Party within thirty (30) days of the commencement of such delay, an extension of time for performance of affected obligations for such cause shall be granted in writing for the period of the enforced delay. However, any such delay shall not be deemed to extend the Term of this Agreement or any extension thereof beyond the expiration date of this Agreement.

## **SECTION 11        DEFAULT**

11.1 Enforcement. Unless amended or canceled as herein provided, this Agreement is enforceable by any Party to it notwithstanding a change in the applicable General or Specific Plan or amendments thereto, zoning, subdivision, building regulations or other Land Use Regulations adopted by the City which otherwise would alter or amend the rules, regulations, or policies governing permitted uses of the Property, density, design, improvement, and construction standards and specifications applicable to the Project Approvals.

11.2 Event of Default. Subject to any extensions of time by mutual consent in writing, and subject to the provisions of the Section regarding Permitted Delays, the failure or unreasonable delay by either Party to perform any material term or provision of this Agreement for a period of thirty (30) calendar days after the dispatch of a written notice of default from the other Party shall constitute a default under this Agreement. If the nature of the alleged default is such that it cannot reasonably be cured within such thirty (30) calendar day period, the commencement of the cure within such time period and the diligent prosecution to completion of the cure shall be deemed a cure within such period.

11.3 Material Breach Existing at Time of Assignment or Transfer. Any material breach of the provisions of this Agreement by the Master Developer existing at the time of a proposed assignment shall be grounds for the City to not to approve such assignment. All obligations under this Agreement shall remain the obligations of the Master Developer unless and until such assignment is approved by the City according to the provisions of this Agreement, and the Assignee expressly accepts such obligation in form and content reasonably acceptable to the City Attorney.

11.4 Notice of Default. The Party claiming default shall provide written notice to the other Party specifying the Event of Default and the steps the other Party must take to cure the default in accordance with the terms and conditions of this Agreement.

11.5 Cure Period. During the time periods herein specified for cure of an Event of Default, the Party charged therewith shall not be considered to be in default for purposes of termination of this Agreement, institution of legal proceedings with respect thereto, or issuance of any building permit with respect to the Project.

11.6 General Default Remedies. After notice and expiration of the thirty (30) calendar day period without cure, the non-defaulting Party shall have such rights and remedies against the defaulting Party as it may have at law or in equity, including, but not limited to, the right to terminate this Agreement pursuant to Government Code Section 65868 or seek mandamus, specific performance, injunctive or declaratory relief.

11.7 Specific Default Remedies. In the Event of Default by Master Developer, in addition to the General Default Remedies, City shall be entitled to retain fees, grants, dedications or improvements to public property which it may have received prior to Master Developer's default without recourse.

11.8 Remedies Cumulative. Any rights or remedies available to non-defaulting Party under this Agreement and any other rights or remedies that such Party may have at law or in equity upon a default by the other Party under this Agreement shall be distinct, separate and cumulative rights and remedies available to such non-defaulting Party and none of such rights or remedies, whether or not exercised by the non-defaulting Party, shall be deemed to exclude any other rights or remedies available to the non-defaulting Party. The non-defaulting Party may, in its discretion, exercise any and all of its rights and remedies, at once or in succession, at such time or times as the non-defaulting Party considers appropriate.

11.9 Legal Action. Either Party may, in addition to any other rights or remedies, institute legal action to cure, correct or remedy a default, enforce any covenant or agreement herein, enjoin any threatened or attempted violation hereof, or enforce by specific performance the obligations and rights of the Parties hereto.

11.10 No Monetary Damages Relief Against City. The parties acknowledge that City would not have entered into this Agreement had it been exposed to monetary damage claims from Master Developer for any breach thereof. As such, the parties agree that in no event shall Master Developer be entitled to recover monetary damages against City for breach of this Agreement but shall only be entitled to specific performance as determined by the court.

11.11 Master Developer Default. The City shall have no obligation to issue any grading, building or other development permit nor accept any permit application for any activity on the Property after Master Developer is determined by City to be in default of the provisions and conditions of this Agreement, and until such default thereafter is cured by the Master Developer or is waived by

City. Provided that the delegation or transfer of obligations under this Agreement has been approved by the City, the default of the Master Developer or an approved Assignee of such obligations shall not be a default by the other parties having separate obligations under this Agreement. In such event, the City shall not be entitled to terminate or modify this Agreement with respect to the non-defaulting Party or the portions of the Property owned by the non-defaulting Party. Nothing in this provision shall limit the City's ability to enforce any condition of approval or other obligation of any of the Project Approvals, public improvement agreements, or bonds for the Project or any part thereof, including withholding of permits for any part of the Project for which any such obligations remain unfulfilled regardless of the party holding the obligation.

11.12 Waiver. All waivers must be in writing, signed by the waiving party, to be effective or binding upon the waiving Party, and no waiver shall be implied from any omission by a Party to take any action with respect to such Event of Default. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party shall not constitute waiver of such Party's right to demand strict compliance by such other Party in the future.

11.13 Scope of Waiver. No express written waiver of any Event of Default shall affect any other Event of Default, or cover any other period of time than that specified in such express waiver.

11.14 Attorney's Fees. Should legal action be brought by either Party for breach of this Agreement or to enforce any provision herein, the prevailing party shall be entitled to reasonable attorneys fees (including attorneys' fees for in-house City Attorney services), court costs and such other costs as may be fixed by the court. Reasonable attorneys' fees of the City Attorney's Office or other in-house counsel shall be based on comparable fees of private attorneys practicing in Riverside County.

## **SECTION 12            TERMINATION**

12.1 Effect of Termination. Upon termination of this Agreement, the rights, duties and obligations of the Parties hereunder shall, subject to the following provision, cease as of the date of such termination.

12.2 Termination by City. If City terminates this Agreement because of Master Developer's default, then City shall retain any and all benefits, including money or land received by City hereunder.

## **SECTION 13            RELATIONSHIP OF PARTIES**

13.1 Project as a Private Undertaking. It is specifically understood and agreed by and between the parties hereto that the development of the Project Site is a separately undertaken private development.

13.2 Independent Contractors. The parties agree that the Project is a private development and that neither party is acting as the agent of the other in any respect hereunder.

13.3 No Joint Venture or Partnership. City and Master Developer hereby renounce the existence of any form of joint venture or partnership between them, and agree that nothing contained herein or in any document executed in connection herewith shall be construed as making City and Master Developer joint ventures or partners.

13.4 No Third Party Beneficiaries. The only Parties to this Agreement are Master Developer and City. There are no third party beneficiaries and this Agreement is not intended, and shall not be construed, to benefit, or be enforceable by any other person whatsoever except for City approved Assignee Developers of all or a portion of this Agreement. However, this Agreement shall be enforceable by the City on behalf of any of its affiliated agencies, including, without limitation, its Community Redevelopment Agency, Community Services District and Community Facilities Districts.

13.5 Ambiguities or Uncertainties. The parties hereto have mutually negotiated the terms and conditions of this Development Agreement and this has resulted in a product of the joint drafting efforts of both Parties. Neither Party is solely or independently responsible for the preparation or form of this Agreement. Therefore, any ambiguities or uncertainties are not to be construed against or in favor of either Party.

## **SECTION 14            AMENDMENT OF AGREEMENT**

14.1 Amendment or Cancellation of Agreement. This Agreement may be amended or modified in whole or in part only by written consent of all Parties in the manner provided for in Government Code Section 65868.

14.2 Clarification. The Parties acknowledge that refinement and further development of the Project may require Subsequent Development Approvals and may demonstrate that changes are appropriate and mutually desirable in the Existing Project Approvals. In the event Master Developer finds that a change in the Existing Project Approvals is necessary or appropriate, Master Developer shall apply for a Subsequent Development Approval to effectuate such change and City shall process and act on such application in accordance with the Existing Land Use Regulations, except as otherwise provided by this Agreement including the Reservations of Authority. Unless otherwise required by law, as determined in City's reasonable discretion, a change to the Existing Project Approvals shall be deemed "minor" and not require an amendment to this Agreement provided such change does not:

14.2.1 Alter the permitted uses, including the age-restriction, of the Property as a whole; or

14.2.2 Increase the density or intensity of use of the Property as a whole; or

14.2.3 Delete a requirement for the reservation or dedication of land for public purposes within the Property as a whole; or

14.2.4 Constitute a project requiring a subsequent or supplemental environmental impact report pursuant to Section 21166 of the Public Resources Code.

14.3 Implementation Agreement. The foregoing notwithstanding, the Parties acknowledge that implementation of this Agreement will require close cooperation between them, and that, in the course of such implementation, it may be necessary to supplement this Agreement to address details of the Parties' performance and to otherwise effectuate the purposes of this Agreement and the intent of the Parties with respect thereto. If and when, from time to time, the Parties find it necessary or appropriate to clarify the application or implementation of this Agreement without amending any of its material terms, the Parties may do so by means of an implementing agreement which, after execution, shall be attached hereto as an addendum and become a part hereof. Any such implementing agreement may be executed by the City Manager on behalf of the City.

## **SECTION 15 PERIODIC REVIEW OF COMPLIANCE WITH AGREEMENT**

15.1 Annual Review. This Agreement shall be subject to annual review, pursuant to California Government Code Section 65865.1. Within thirty (30) days following each anniversary of the date of recording of this Agreement, the Master Developer shall submit to the Planning Official of the City written documentation demonstrating good-faith compliance with the terms of this Agreement ("Annual Report"). Inaction by the City on any such annual review shall not constitute a waiver on the part of the City to take any action or enforce any rights under this Agreement and shall not be a defense to the Master Developer for failing to perform any of its obligations under this Agreement.

15.2 Contents of Report. The Annual Report and any supporting documents shall describe (i) any permits or other Project Approvals which have been issued or for which application has been made and (ii) any development or construction activity which has commenced or has been completed since the Effective Date hereof or since the preceding annual review. The City shall review all the information contained in such report in determining the Master Developer's good faith compliance with this Agreement.

15.3 Procedure. The following procedure shall be followed in conducting an Annual Review:

15.3.1 During either an annual review or a special review, Master Developer shall be required to demonstrate good faith compliance with the terms of the Agreement. The burden of proof on this issue shall be on Master Developer.

15.3.2 During either an annual review or special review, City shall not be prohibited from raising repeated non-compliance with the Master Design Guidelines, Project Approvals or this Agreement as evidence of a pattern of non-compliance.

15.3.3 Upon completion of an annual review, the City Manager shall submit a report to the City Council setting forth the evidence concerning good faith compliance by Master Developer with the terms of this Agreement and his or her recommended finding on that issue.

15.3.4 If the City Council finds on the basis of substantial evidence that Master Developer has complied in good faith with the terms and conditions of this Agreement, the review shall be concluded.

15.3.5 If the City Council makes a preliminary finding that Master Developer has not complied in good faith with the terms and conditions of this Agreement, the City Council may terminate this Agreement as provided in this Section and Section 11. Notice of default as provided under Section 11 of this Agreement shall be given to Master Developer prior to or concurrent with proceedings under this Section and/or Section 11. Should the City fail to issue a notice pursuant to Section 11 of this Agreement within sixty (60) days of the filing of an annual report by Master Developer, Master Developer may demand in writing a response from City. Should City fail to respond to Master Developer's written demand within fifteen (15) days of such demand, Master Developer shall be deemed to be in good faith compliance with the terms of this Agreement.

15.4 Proceedings Upon Termination. If, upon a finding under this Section, City determines to proceed with termination of this Agreement, City shall give written notice to Master Developer of its intention so to do. The notice shall be given at least ten (10) calendar days prior to the scheduled hearing and shall contain:

15.4.1 The time and place of the hearing; and

15.4.2 A statement as to whether or not City proposes to terminate the Agreement; and

15.4.3 Such other information as is reasonably necessary to inform Master Developer of the nature of the proceeding.

15.5 Hearing on Termination. At the time and place set for the hearing on termination, Master Developer shall be given an opportunity to be heard. Master Developer shall be required to demonstrate good faith compliance with



the terms and conditions of this Agreement. If the City Council finds, based upon substantial evidence, that Master Developer has not complied in good faith with the terms or conditions of this Agreement, the City Council may terminate this Agreement to protect the interests of the City. The decision of the City Council shall be final, subject only to judicial review pursuant to applicable provisions of the California Code of Civil Procedure.

15.6 Estoppel. If City determines that Master Developer is in compliance with the terms and provisions of this Agreement in its annual review of a timely filed Annual Report, City shall not be entitled to revisit any such year as grounds for default under this Agreement. As to any year that Master Developer does not timely file an Annual Report, City may request at any time, and Master Developer shall provide such Annual Report within thirty (30) calendar days of such request. However, as to any year that Master Developer fails to file a timely Annual Report, City shall not be estopped from asserting any events of non-compliance for any such year as grounds for default under this Agreement.

15.7 Waiver. The City does not waive any claim of defect in performance by the Master Developer if, at the time of an annual review, the City does not propose immediately to exercise its remedies hereunder.

## **SECTION 16 NOTICE**

16.1 Form of Notice. All notices between the City and either the Master Developer or any Assignee, given pursuant to the provisions of this Agreement, shall be in writing and shall be given by personal delivery or certified mail. Notice by personal delivery shall be deemed effective upon the delivery of such notice to the Party for whom it is intended at the address set forth below (or, in the case of an Assignee, at the address specified by such Assignee in a written notice to the City). Notice by mail shall be deemed effective two (2) business days after depositing such notice, addressed as set forth below, properly sealed, postage prepaid, certified, return receipt requested, with the United States Postal Service, regardless of when the notice is actually received. The addresses to be used for purposes of Notice shall be:

To City: City of Moreno Valley  
Attn: City Manager & Community Development  
Director  
14177 Frederick Street  
P.O. Box 88005  
Moreno Valley, CA 92552  
Facsimile: (951) 413-3210 and (951) 413-3469

With a copy to: City Attorney  
City of Moreno Valley  
14177 Frederick Street  
P.O. Box 88005

Moreno Valley, CA 92552  
Facsimile: (951) 413-3034

To Master Developer: Highland Fairview Properties, LLC  
24525 Alessandro Boulevard  
Moreno Valley, CA 92552  
Facsimile: (951) 242-9165  
Attn: Iddo Benzeevi

With copies to: The Trump Group  
4000 Island Boulevard  
Williams Island, FL 33160  
Facsimile: (305) 466-3570  
Attn: Jules Trump

Mark Hirsch  
The Trump Group  
200 W. 57<sup>th</sup> Street  
New York, NY 10019  
Facsimile: (646) 871-8796

TG Services, Inc.  
Attn: Jim Lieb, Executive Vice President  
4 Stage Coach Run  
East Brunswick, NJ 08816  
Facsimile: (732) 390-3319

16.2 Change of Address. Any Party (and any Assignee) may change the address to which notices are to be sent (and/or the person to whose attention notices are to be directed) at any time by giving written notice of such change in the manner provided above.

## **SECTION 17 INDEMNITY**

17.1 Indemnity. Master Developer shall indemnify, defend and hold City, its officers, agents, affiliated agencies and employees and independent contractors free and harmless from any claims or liability based or asserted upon any act or omission of Master Developer, its officers, agents, employees, subcontractors and independent contractors for property damage, bodily injury, or death (Master Developer's employees included) or any other element or damage of any kind or nature, relating to or in any way connected with or arising from the activities provided in this Agreement. Master Developer shall defend, at its expense, including payment of attorneys' fees, City, its officers, agents, employees and independent contractors in any legal action based upon such alleged acts or omissions. City may, in its discretion, participate in the defense of any such legal action, and may choose its own legal counsel, the costs of which

shall be subject to this indemnification by Master Developer

17.2 Defense of Agreement & Project Approvals. Master Developer shall defend, indemnify and hold the City, its officers, agents, affiliated agencies and employees harmless from any claims or liability based upon or arising from the approval, adoption and/or implementation of this Agreement, the Project Approvals, and/or any other approval, permit or other action undertaken by the City in approving or carrying out any part of the Project, including without limitation, actions based on the California Environmental Quality Act or other state statute or any provision of the California or United States Constitution.

17.3 Environmental Indemnity. Master Developer shall defend, indemnify and hold City, its officers, agents, affiliated agencies, employees, and independent contractors free and harmless from any claims or liability based upon or arising from the presence of any Hazardous Substance on any of the Property located in the Project. As used herein, "Hazardous Substance" shall mean any "hazardous substances," "toxic substance," "hazardous waste," or "hazardous material" as defined in one or more Environmental Laws, whether now in existence or hereinafter enacted; provided, however, that "Hazardous Substance" shall (i) include petroleum and petroleum products (other than naturally occurring crude oil and gas) and (ii) include radioactive substances which are not naturally occurring, and (iii) include any friable or non-friable asbestos or asbestos-containing material contained in or affixed to a structure existing on the Property or otherwise located in, on or about the Property as of the date of this Agreement. As used herein, "Environmental Laws" shall mean any and all federal, state, municipal and local laws, statutes, ordinances, rules, and regulations which are in effect as of the date of this Agreement, or any and all federal, or state laws, statutes, rules and regulations which may hereafter be enacted and which apply to the Property or any part thereof, pertaining to the use, generation, storage, disposal, release, treatment or removal of any Hazardous Substances, including without limitation, the Comprehensive Environmental Response Compensation Liability Act of 1980, 42 U.S.C. Sections 9601, et seq., the Resource Conservation and Recovery Act of 1976, 42 U.S.C. Sections 6901, et seq., ("RCRA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Clean Water Act, 33 U.S.C. Section 1251, et seq., and California Health and Safety Code Section 25100, et seq. Master Developer acquired the Property pursuant to a Real Property Purchase and Sales Agreement entered into with the Regents of the University of California ("Prior Property Owner") as the Seller dated as of January 6, 2004 ("the Purchase Agreement"). To the extent that Master Developer is or may be entitled to defense or indemnification from Prior Property Owner in connection with the presence of any such Hazardous Substances on the Property as provided in the Purchase Agreement, Master Developer shall assert any such defenses or indemnification rights on behalf of City, its officers, agents, employees, and independent contractors at City's option. If Master Developer chooses not to assert any such defenses or indemnification rights on behalf of City, Master Developer shall assign such rights to City. However, Master

Developer's obligation to defend, indemnify and hold harmless City and its officers, employees, agents or independent contractors from any claims or liability in connection with or arising from the presence of any Hazardous Substance on the Property or any portion thereof shall not be in any way limited or eliminated by the terms of the Purchase Agreement, and Master Developer's obligation hereunder shall survive the termination of this Development Agreement, no matter how caused. Notwithstanding anything herein to the contrary, Master Developer shall have no obligation to indemnify the City as herein provided with respect to any Hazardous Substances which are proven by Master Developer to have been first brought onto the Property subsequent to the sale by the Master Developer of the Property, or the affected portions thereof.

## **SECTION 18            MORTGAGEE PROTECTIONS**

18.1 Right to Encumber. The Parties agree that nothing in this Agreement shall prevent or limit the Master Developer, an Assignee Developer, or a Builder, in its sole discretion, from encumbering the Property, or any portion thereof, including without limitation any private improvements thereon, by any mortgage or other security device to a Mortgagee as defined in Section 1.20 of this Agreement. The City acknowledges that the Mortgagee providing such financing may request certain modifications to this Agreement and the City agrees, upon request from time to time, to meet with the Master Developer, Assignee Developer, and/or such representatives of a Mortgagee to negotiate in good faith regarding such request for modification.

18.2 Mortgage Protection. This Agreement shall be superior and senior to any lien placed upon the Property, or any portion thereof, including the lien of any mortgagee. Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgagee made in good faith and for value and any acquisition or acceptance of title or any right or interest in or with respect to the Property, or any portion thereof, by a Mortgagee shall be subject to all of the terms and conditions contained in this Agreement.

18.3 Mortgagee Not Obligated. No Mortgagee of the Master Developer or Assignee Developer shall in any way be obligated by any provisions of this Agreement, nor shall any covenant or any other provision of this Agreement be construed or interpreted to obligate such Mortgagee. However, any provision or covenant of this Agreement to be performed by the Master Developer or Assignee Developer as a condition precedent to the performance of a provision or covenant of this Agreement by the City shall continue to be a condition precedent to City's performance under this Agreement.

18.4 Notice of Default to Mortgagee. If City receives written notice from a Mortgagee of the Master Developer, Assignee Developer or Builder requesting a copy of any notice of default given to Master Developer or Assignee Developer under this Agreement and specifying the address for service thereof, then City shall deliver to such Mortgagee, concurrently with service thereon to Master

Developer or Assignee Developer, any notice given to Master Developer or Assignee Developer with respect to any claim by City that Master Developer or Assignee Developer has not complied in good faith with the terms of this Agreement or has committed an event of default. City shall only be obligated to serve such notice on any Mortgagee actually giving notice as provided for herein, and only at the address actually given by the Mortgagee in said notice. Mortgagees shall be required to provide City with a notice of change of address in the same manner as the original request for service of notice.

18.5 Mortgagee Rights and Obligations. Notwithstanding any default by the Master Developer or Assignee Developer, this Agreement shall not be terminated and any Mortgagee to whom notice has been given may assume all of the rights, benefits and obligations of the Master Developer or Assignee Developer in this Agreement as to the Property, or portion thereof, upon which the Mortgagee has a security interest if:

18.5.1 The Mortgagee notifies the City in writing within sixty (60) calendar days of the date the City gives notice of default to the Mortgagee of its intent to cure the default;

18.5.2 The Mortgagee thereafter commences to effectuate a cure of the default relative to the proportionate share of the master Developer's or Assignee Developer's obligation this Agreement allocable to that part of the Property in which the Mortgagee has an interest and diligently pursues completion of the cure within sixty (60) calendar days if the Mortgagee elects to cure without acquiring and obtaining possession of the Property, or any portion thereof; and

18.5.3 If the cure requires the Mortgagee to obtain title or possession of the Property, or any portion thereof, the Mortgagee shall:

18.5.3.1 Notify the City in writing within sixty (60) calendar days of the date the City gives notice of default to the Mortgagee of its intent to cure the default relative to the proportionate share of Master Developer's or Assignee Developer's obligation under this Agreement allocable to that part of the Property in which the Mortgagee has an interest;

18.5.3.2 Commence foreclosure proceedings within sixty (60) calendar days of the date of the Mortgagee's written notice to City of intent to cure;

18.5.3.3 Diligently pursue foreclosure proceedings to conclusion and obtain title and/or possession of the Property, or portion thereof, on which the cure is to be effectuated; and

18.5.3.4 Diligently pursue to effectuate and complete a cure in a timely manner.

18.5.4 Subject to the foregoing and there being no notice of default given by the City, any Mortgagee of the Master Developer or Assignee Developer who records a notice of default as to its mortgage or other security instrument, City shall consent to the assignment of all of Master Developer's or Assignee Developer's rights, benefits, covenants and obligations under this Agreement to said Mortgagee. As to any purchaser of the Property, or any portion thereof, at a foreclosure or trustee sale, and there being no default of the Master Developer or Assignee Developer under this Agreement, City shall consent to the assignment of all of Master Developer's or Assignee Developer's rights, benefits, covenants and obligations under this Agreement to said purchaser. If there is any event of default of this Agreement as to the Property, or portion thereof, acquired by the purchaser at a foreclosure or trustee sale, the purchaser shall be required to cure the event of default according to the provisions of this Section 18.5 prior to the City consenting to such assignment. Master Developer shall remain liable, however, for any obligations under the Amended Agreement unless Master Developer is released by City or the applicable portion of the Property is transferred with the consent of the City in accordance with Section 9 of this Agreement, provided that such Mortgagee or other purchaser assumes Master Developer's obligations under this Agreement.

18.5.5 If the Mortgagee or foreclosure-sale purchaser complies with the provisions of this Section 18.5, the City shall approve an Assignment of this Agreement to the Mortgagee or foreclosure-sale purchaser as it affects the Property, or portion thereof, upon which the Mortgagee or foreclosure-sale purchaser has obtained title and/or possession if the Mortgagee so requests.

18.5.6 Notwithstanding the foregoing, as to the Property or portion thereof to which the Mortgagee has acquired title, if the Mortgagee elects to develop the Property, or any portion thereof, in accordance with the Project Approvals, the Mortgagee shall be required to assume and perform the obligations and other affirmative covenants of the Master Developer or Assignee Developer under this Agreement.

18.6 Master Developer Remains Liable. Unless expressly released by the City in writing, the Master Developer or Assignee Developer shall remain legally and contractually liable to the City for all of the Master Developer's or Assignee Developer's, respectively, covenants and obligations under this Agreement as to the Property, or portion thereof, that is acquired by a Mortgagee or subsequent approved purchaser at a foreclosure or trustee sale. Upon an approved Assignment of this Agreement to a Mortgagee or subsequent purchaser at a foreclosure or trustee sale, City shall release in writing the Master Developer or Assignee Developer from its covenants and obligations under this Agreement that are expressly assigned to or assumed by the Mortgagee or subsequent approved purchaser at a foreclosure or trustee sale as to the Property, or portion thereof, that is acquired.

18.7 Bankruptcy. Notwithstanding the foregoing provisions of this Section 18, if any Mortgagee of The Master Developer or Assignee Developer is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by any court having jurisdiction of any bankruptcy or insolvency proceeding involving Master Developer or Assignee Developer, the times specified in Section 18.5 for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition, provided that such Mortgagee is proceeding expeditiously to terminate such prohibition and in no event for a period longer than one (1) year.

18.8 No Automatic Assignment to Mortgagee. Notwithstanding the foregoing provisions of this Section 18, no Mortgagee of the Master Developer or Assignee Developer shall become a party to this Agreement, or obtain any rights, privileges or obligations of this Agreement, except as provided for in this Section 18.

18.9 Assignment to Mortgagee. A Mortgagee or foreclosure-sale purchaser of the Master Developer or Assignee Developer who complies with the requirements of Section 18.5 shall be approved as an assignee of all the rights, benefits and obligations of this Agreement as it pertains to the Property, or portion thereof, that the Mortgagee or foreclosure-sale purchaser acquires.

18.10 Amendment. There shall be no amendment to or modification of this Agreement except as provided for in Section 14 of this Agreement governing amendments.

**SECTION 19 INTERPRETATION AND ENFORCEMENT OF AGREEMENT**

19.1 Complete Agreement. This Agreement represents the complete understanding between the Parties, and supersedes all prior agreements, discussions and negotiations relating to the subject matter hereof. No amendment, modification or cancellation of this Agreement shall be valid unless in writing and executed by the Parties.

19.2 Severability. If any terms, provisions, covenants or conditions of this Agreement shall be determined invalid, void or unenforceable, the remainder of this Agreement shall not be affected thereby to the extent such remaining provisions are not rendered impractical to perform taking into consideration the purposes of this Agreement. Notwithstanding the foregoing, the provisions for development of the Property as set forth in this Agreement, including without limitation the payment of the fees and provision of improvements set forth therein, are essential elements of this Agreement and City and Master Developer would not have entered into this Agreement but for such provisions and if determined to be invalid, void or unenforceable, this entire Agreement shall be null and void and of no force and effect whatsoever.

19.3 Interpretation and Governing Law. This Agreement and any dispute arising hereunder shall be governed and interpreted in accordance with the laws of the State of California. This Agreement shall be construed as a whole according to its fair language and common meaning to achieve the objectives and purposes of the parties hereto, and the rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be employed by interpreting this Agreement, all parties having been represented by counsel in the negotiation and preparation hereof.

19.4 Applicable Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of California and any applicable laws of the United States of America.

19.5 Time of Essence. Time is of the essence in the performance of the provisions of this Agreement as to which time is an element.

19.6 Jurisdiction and Venue. Any action at law or in equity arising under this Agreement or brought by a party hereto for the purpose of enforcing, construing or determining the validity of any provision of this Agreement shall be filed and tried in the Superior Court of the County of Riverside, State of California, and the parties hereto waive all provisions of law providing for the filing, removal or change of venue to any other court.

19.7 Authority of Signatories. All the Parties represent and warrant that the persons signing this Agreement on their behalves have full authority to bind the respective Parties.

19.8 Waiver and Delays. Failure by either Party to insist upon the strict performance of any of the provisions of this Agreement by the other Party, or failure by either Party to exercise its rights upon a default by the other Party, shall not constitute a waiver of any right to demand strict performance by such other Party in the future.

19.9 Third Party Actions. Nonperformance by either Party shall not be excused because of a failure of a third person, except as specifically provided herein.

19.10 Estoppel Certificates. Any Party may, at any time and from time to time, deliver written notice to another Party requesting certification in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended, or, if so amended, identifying the amendments; and (iii) the requesting Party is not in default in the performance of its obligations under this Agreement, or, if in default, describing the nature and extent of any such default. A Party receiving a request hereunder shall execute and return a certificate within thirty (30) days following the receipt thereof. The City Manager of the City shall have the authority to execute any such certificate requested by the Master Developer



in form reasonably acceptable to the City Manager. The City acknowledges that a certificate hereunder may be relied upon by transferees and mortgagees.

19.11 Exhibits. All exhibits referred to in, and attached to, this Agreement are incorporated herein by such reference.

19.12 Adoption of Agreement. Adoption of this Agreement by the City shall be by ordinance.

19.13 Recording of Agreement. Within ten (10) days following the adoption by the City of the ordinance approving this Agreement, or any subsequent amendment hereof, the City Clerk shall submit for recordation a fully executed copy hereof with the County Recorder of Riverside County, State of California.

19.14 Further Assurances. The Parties each agree to do such other and further acts and things, and to execute and deliver such instruments and documents (not creating any obligations additional to those otherwise imposed by the Agreement) as either may reasonably request from time to time in furtherance of the purposes of this Agreement.

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES APPEAR ON FOLLOWING PAGE.]**

IN WITNESS WHEREOF, the Parties have executed this Agreement, to be effective as of the date set forth in the first paragraph hereof.

“MASTER DEVELOPER”

“CITY”

MORENO VALLEY PROPERTIES, LLC,  
a California limited liability company

CITY OF MORENO VALLEY,  
a municipal corporation

By: \_\_\_\_\_  
\_\_\_\_\_, Manager

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

ATTEST:

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

APPROVED AS TO FORM:

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

**DESCRIPTION**

Page 1  
Order No. 42015016

ALL OF BLOCKS 129, 138, 139, 148, 149, 152 AND 153 AS SHOWN BY MAP NO. 1 BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY, IN THE COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11, PAGE 10 OF MAP, IN THE OFFICE OF THE COUNTY RECORDER OF SAN BERNARDINO COUNTY, CALIFORNIA, ALSO LOTS 2 TO 7 INCLUSIVE OF BLOCK 150, LOTS 2 TO 8, INCLUSIVE IN BLOCK 151, LOTS 1, 2, 7 AND 8 IN BLOCK 157 AND LOTS 3, 4 AND 5 IN BLOCK 158, AS SHOWN BY MAP NO. 1 OF BEAR VALLEY AND ALESSANDRO DEVELOPMENT COMPANY.

TOGETHER WITH THOSE PORTIONS OF THE STREETS AND AVENUES VACATED BY RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF RIVERSIDE, A CERTIFIED COPY OF WHICH WAS RECORDED AUGUST 11, 1966 AS INSTRUMENT NO. 81996, OFFICIAL RECORDS, WHICH WOULD PASS WITH A CONVEYANCE OF SAID LAND.

EXCEPTING FROM BLOCK 138 THOSE PORTIONS DESCRIBED IN THE DEED TO THE COUNTY OF RIVERSIDE RECORDED AUGUST 31, 1992 AS INSTRUMENT NO. 324866.

ALSO EXCEPTING FROM BLOCKS 148 AND 153 THOSE PORTIONS DESCRIBED IN THE DEED TO THE MORENO VALLEY UNIFIED SCHOOL DISTRICT RECORDED JULY 19, 1994 AS INSTRUMENT NO. 286514.

ALSO EXCEPTING AND RESERVING WITHOUT RIGHT OF SURFACE ENTRY, AS A MINERAL INTEREST AND NOT AS A ROYALTY INTEREST, ALL OIL, GAS, OTHER MINERALS AND HYDROCARBON SUBSTANCES, AND ACCOMPANYING FLUIDS, INCLUDING BUT NOT BY WAY OF LIMITATION, ALL GEOTHERMAL RESOURCES IN, UNDER, OR PRODUCED AND SAVED FROM THE REAL PROPERTY GRANTED HEREIN, TOGETHER WITH ANY OF THE FOREGOING THAT MAY BE ALLOCATED THERETO PURSUANT TO ANY POOLING OR UNITIZATION AGREEMENT OR RATABLE TAKINGS PROGRAM TO WHICH GRANTOR MAY SUBSCRIBE, AND TOGETHER WITH THE SOLE AND EXCLUSIVE RIGHT TO PROSPECT FOR, DRILL FOR, PRODUCE, AND REMOVE SUCH OIL, GAS, OTHER MINERALS AND HYDROCARBON SUBSTANCES, AND GEOTHERMAL RESOURCES, FROM SAID REAL PROPERTY BELOW THE DEPTH OF FIVE HUNDRED (500') FROM THE SURFACE OF SAID REAL PROPERTY, INCLUDING THE RIGHT TO SLANT DRILL FROM ADJACENT PROPERTY, THE RIGHT TO UTILIZE SUBSURFACE STORAGE FOR NATURAL SUBSTANCES, AND THE RIGHT TO MAINTAIN SUBSURFACE PRESSURES, AS RESERVED IN THE DEED RECORDED JANUARY 7, 2004 AS INSTRUMENT NO. 010169, OFFICIAL RECORDS.

**EXHIBIT "A"**

**EXHIBIT "B" – (6 Pages)**

**AquaBella – Circulation Phasing Improvement Program**

**Phasing Summary**

Phase	Type	Quantity	Units	Construction	Occupancy
1	<b>Active Adult (+55) Housing</b>				
	Detached	351	DU	July 06 – Jan 08	Jan 07 – Feb 08
Attached	234	DU			
2	<b>Active Adult (+55) Housing</b>				
	Detached	289	DU	July 07 – July 08	Jan 08 – Aug 08
Attached	193	DU			
3	<b>Active Adult (+55) Housing</b>				
	Detached	301	DU	Feb 08 – Mar 08	Aug 08 – Apr 09
Attached	201	DU			
4	<b>Active Adult (+55) Housing</b>				
	Detached	460	DU	Sept 08 – Feb 10	Mar 09 – Mar 10
Attached	306	DU			
5	<b>Active Adult (+55) Housing</b>				
	Detached	220	DU	Aug 09 – Aug 10	Feb 10 – Oct 10
Attached	147	DU			
6	<b>Apartment Complex</b>	220	DU	Aug 09 – Aug 10	Oct 10 – July 10
	<b>Hotel</b>	300	Room		

**Phasing Improvement Details**

Location	Direction	Improvement	Phase	Footnotes
Nason St from Iris to Delphinium	NB / SB	Widen to half-width (1 lane per direction)	Phase 1	
Nason Street at Iris Avenue	I	Install traffic signal	Phase 1	
Nason Street at Iris Avenue	SB	Construct dual right-turn lane	Phase 1	
Nason Street at Iris Avenue	EB	Construct one ADDITIONAL left turn lane	Phase 1	
Nason Street at Iris Avenue	WB	Construct one left turn lane	Phase 1	
Nason Street at Iris Avenue	WB	Construct one right turn lane	Phase 1	
Nason Street at Dracaea Avenue	I	Install traffic signal	Phase 1	
Lasselle Street at Margaret Avenue	I	Install traffic signal	Phase 1	
Nason Street at Fir Avenue	I	Install traffic signal	Phase 1	
Nason Street at Fir Avenue	NB	Widen westside/eastside Nason to ultimate width (ROW)	Phase 1	

Location	Direction	Improvement	Phase	Footnotes
Nason Street at Fir Avenue	SB	Widen westside/eastside Nason to ultimate width (ROW) including dual left-turn lane	Phase 1	
Nason Street at Fir Avenue	EB	Construct one left turn lane.	Phase 1	
Nason Street at Fir Avenue	WB	Construct one left turn lane	Phase 1	
Lasselle Street at Delphinium Avenue	I	Install traffic signal	Phase 1	

Location	Direction	Improvement	Phase	Footnotes
Nason Street at Eucalyptus Avenue	I	Modify Traffic Signal	Phase 2	
Nason Street at Eucalyptus Avenue	NB	Widen westside/eastside Nason to ultimate width (ROW)	Phase 2	
Nason Street at Eucalyptus Avenue	SB	Widen westside/eastside Nason to ultimate width (ROW)	Phase 2	
Nason Street at Eucalyptus Avenue	EB	Re-stripe lane configuration	Phase 2	
Nason Street at Eucalyptus Avenue	EB	Construct one through lane	Phase 2	
Nason Street at Eucalyptus Avenue	WB	Construct one left turn lane	Phase 2	
Delphinium Avenue		Traffic Calming on Delphinium	Phase 2	
Lasselle Street at John F Kennedy Drive	EB	Construct one additional left turn lane (Including traffic signal modification to implement Split-Phase Signal Timing)	Phase 2	
Lasselle Street at John F Kennedy Drive	EB	Re-stripe lane configuration	Phase 2	
Lasselle Street at Gentian Avenue		Re-striping lane configuration / Signal Modification	Phase 2	
Clubhouse Drive at Cactus Avenue	I	Install traffic signal	Phase 2	
Clubhouse Drive at Cactus Avenue	NB	Construct one left turn lane	Phase 2	
Clubhouse Drive at Cactus Avenue	NB	Construct one shared through-right turn lane.	Phase 2	

Location	Direction	Improvement	Phase	Footnotes
Clubhouse Drive at Cactus Avenue	SB	Construct one left turn lane	Phase 2	
Clubhouse Drive at Cactus Avenue	SB	Construct one shared through-right turn lane.	Phase 2	
Clubhouse Drive at Cactus Avenue	EB	Construct one left turn lane	Phase 2	
Clubhouse Drive at Cactus Avenue	WB	Construct one left turn lane	Phase 2	
Cactus Ave from Lasselle to Nason	EB / WB	Widen to half-width (1 lane per direction)	Phase 2	

Location	Direction	Improvement	Phase	Footnotes
Nason St from Cottonwood to Dracaea	NB	Construct 1 NB lane	Phase 3	
Nason Street at Cottonwood Avenue	I	Modify traffic signal	Phase 3	
Nason Street at Delphinium Avenue	I	Modify traffic signal	Phase 3	
Nason Street at Cactus Avenue	I	Modify traffic signal	Phase 3	
Nason St from Delphinium to Cactus	SB	Construct 1 SB lane	Phase 3	
Nason St from Brodiaea to Alessandro	SB	Construct 1 SB lane	Phase 3	
Nason St from Alessandro to Cottonwood	NB / SB	Construct 1 lane per direction	Phase 3	
Cactus Ave from Nason to Oliver	WB	Construct 1 WB lane	Phase 3	

Location	Direction	Improvement	Phase	Footnotes
Nason Street at Clubhouse Drive	I	Install traffic signal	Phase 4	

Location	Direction	Improvement	Phase	Footnotes
Nason Street at Clubhouse Drive	NB	Construct one left turn lane	Phase 4	
Nason Street at Clubhouse Drive	SB	Construct one left turn lane	Phase 4	
Nason St from Iris to Delphinium	NB / SB	Complete the remaining half-width (add 1 lane per direction)	Phase 4	
Cactus Ave from Lasselle to Nason	EB / WB	Complete the remaining half-width (add 1 lane per direction)	Phase 4	
Oliver St, project frontage	NB / SB	Widen to ultimate width	Phase 4	700' Project frontage only btw J.F.K and Iris

Location	Direction	Improvement	Phase	Footnotes
Morrison St from Brodiaea to Cactus	NB / SB	Construct half-ultimate plus 12 feet	Phase 5	
Morrison Street at Brodiaea Avenue	I	Install traffic signal	Phase 5	
Morrison Street at Cactus Avenue	I	Install traffic signal	Phase 5	
Oliver Street at Cactus Avenue	I	Modify Traffic Signal	Phase 5	
Oliver Street at Cactus Avenue	SB	Widen Oliver to ultimate width (ROW) w/ signing & striping	Phase 5	
Oliver Street at Iris Avenue	I	Modify traffic signal	Phase 5	
Oliver Street at Iris Avenue	SB	Construct one right turn lane	Phase 5	
Iris Ave from Lasselle to Camino Flores		Modification of Iris Median (\$70 per LF)	Phase 5	
Iris Avenue		Coordination of traffic signals on Iris (\$3500 per intersection)	Phase 5	
Lasselle Street		Coordination of traffic signals on Lasselle (\$3500 per intersection)	Phase 5	
Lasselle Street at Cactus Avenue	I	Modify Traffic Signal	Phase 5	Or concurrent with City Project
Lasselle Street at Cactus Avenue	NB	Construct one FREE right-turn lane	Phase 5	Or concurrent with City Project
Lasselle Street at Cactus Avenue	EB	Re-stripe lane configuration	Phase 5	Or concurrent with City Project
Lasselle Street at Cactus Avenue	WB	Construct one additional left turn lane	Phase 5	Or concurrent with City Project

Location	Direction	Improvement	Phase	Footnotes
Lasselle Street at Brodiaea Avenue	I	Install traffic signal	Phase 6	
Brodiaea Ave from Lasselle to Morrison	EB / WB	Construct half ultimate plus 12 feet (include power poles)	Phase 6	
Cactus Avenue at Apartment Access	I	Construct raised median to restrict left-turn in/out movements from apartment access	Phase 6	
Lasselle Street at Apartment Access	I	Construct raised median to restrict left-turn out movement from apartment access	Phase 6	
Nason Street at Bay Avenue	I	Install traffic signal	Phase 6	
Nason Street at Bay Avenue	NB	Widen westside/eastside Nason to ultimate width (ROW)	Phase 6	
Nason Street at Bay Avenue	SB	Widen westside/eastside Nason to ultimate width (ROW)	Phase 6	
Nason Street at Brodiaea Avenue	I	Install traffic signal	Phase 6	
Moreno Beach Drive at Cactus Avenue	I	Modify traffic signal	Phase 6	
Moreno Beach Drive at Cactus Avenue	NB	Construct one shared through-right turn lane.	Phase 6	
Moreno Beach Drive at Cactus Avenue	SB	Construct one shared through-right turn lane.	Phase 6	
Moreno Beach Drive at Cactus Avenue	EB	Construct one shared through-right turn lane.	Phase 6	
Moreno Beach Drive at Cactus Avenue	WB	Re-stripe shared left-through turn lane	Phase 6	
Moreno Beach Drive at Cactus Avenue	WB	Construct one through lane	Phase 6	
Moreno Beach Drive at Cactus Avenue	WB	Construct one shared through-right turn lane.	Phase 6	
Moreno Beach Drive at John F. Kennedy Drive	I	Modify traffic signal	Phase 6	
Moreno Beach Drive at John F. Kennedy Drive	WB	Widening & re-striping & signing for additional left-turn lane	Phase 6	
Cactus Avenue		Coordination of traffic signals on Cactus (\$3500 per intersection)	Phase 6	



Location	Direction	Improvement	Phase	Footnotes		
Nason St at SR-60 WB Ramps / Elder Ave	I	Participate in interchange improvements through payment of TUMF program fees	All			
Nason St at SR-60 EB Ramps	I	Participate in interchange improvements through payment of TUMF program fees	All			

**[BALANCE OF PAGE INTENTIONALLY LEFT BLANK.]**

**END OF EXHIBIT "B"**

**AFFIDAVIT OF POSTING  
CITY OF MORENO VALLEY**

I, Alice Reed, City Clerk of the City of Moreno Valley, California, certify that on the 22nd day of December, 2005, I caused Ordinance No. 704 to be posted in the following places pursuant to City of Moreno Valley Resolution No. 2003-20:

Moreno Valley Senior/Community Center  
25075 Fir Avenue

City Hall, City of Moreno Valley  
14177 Frederick Street

Moreno Valley Library  
25480 Alessando Boulevard

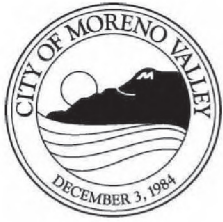
Dated: January 3, 2006

*Alice Reed*

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Alice Reed, City Clerk

(SEAL)



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Rut</i>
CITY MANAGER	<i>JA</i>

## Report to City Council

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**TO:** Mayor and City Council

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

**AGENDA DATE:** July 14, 2009

**TITLE:** PARCEL MAP 33152-1 – INDUSTRIAL SUBDIVISION –  
APPROVE THE FINAL PARCEL MAP, AND ACCEPT THE  
AGREEMENT AND SECURITY FOR PUBLIC IMPROVEMENTS

AT THE SOUTH EAST CORNER OF OLD 215 FRONTAGE ROAD  
AND ALESSANDRO BOULEVARD

**DEVELOPER:** ANDLAND PROPERTIES, LLC  
22629 FELBAR AVENUE  
TORRANCE, CA 90505

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

1. Approve Parcel Map 33152-1, authorize the City Clerk to sign the map and transmit said map to the County Recorder's Office for recordation.
2. Accept the Agreement and Security for Public Improvements.
3. Authorize the Mayor to execute the Agreement in the form attached hereto contingent upon the cash security being placed into the escrow account.
4. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.
5. Authorize the City Engineer to execute any future time extensions amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

**ADVISORY BOARD/COMMISSION RECOMMENDATION**

Not applicable.

**BACKGROUND**

On February 7, 2008, the Planning Commission of the City of Moreno Valley approved Tentative Parcel Map 33152.

On February 26, 2008, the City Council of the City of Moreno Valley approved Master Plot Plan No. PA05-0105 and Tentative Parcel Map 33152. The tentative parcel map is a proposal to subdivide the 25-acre site into six parcels, four for establishment of a business park development and two for future development. The master plot plan provides for establishment of a business park development consisting of 16 buildings, internal circulation, parking and various site amenities.

On March 4, 2009, the Planning Commission of the City of Moreno Valley approved an Administrative Plot Plan to Phase the project and create Parcel Map 33152-1, and accept phase-specific Conditions of Approval.

**DISCUSSION**

Parcel Map 33152-1 is in substantial conformance with the tentative map, and the developer has requested that the map be approved for recordation. The Conditions of Approval for this project require that the developer provide surety for the required improvements.

The developer has completed and submitted a Public Improvements Agreement, Security Agreement and Escrow Instructions and agrees to perform and complete all of the required street improvements within twelve (12) months of the date the agreement is executed. The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required street improvements are not completed within said timeframe. The public street improvements include but are not limited to asphalt pavement, curb, gutter, sidewalk, driveway approaches, wheelchair ramps, signage, traffic signal, landscaping, street lights, electrical infrastructure, storm drain, water, and sewer.

Accompanying the agreement are a Faithful Performance cash security in the amount of \$1,299,000 (per the approved Engineer's Estimate for the improvements), along with a Deed of Trust for the property. The cash security shall be placed in an escrow account that allows for disbursement of funds as the improvements are completed in accordance with the details in the Public Improvement Agreement. Given the present economy, the combination of a cash security and the use of a Deed of Trust seem appropriate and are consistent with the conditions of approval for the project. The construction of public improvements by the developer provides the completion of necessary road

improvements for Old 215 – the Frontage Road, consistent with the City’s General Plan. The improvements are also necessary for the start of the relocation of Robertson’s Ready Mix.

**ALTERNATIVES**

Not applicable.

**FISCAL IMPACT**

No fiscal impact is anticipated.

**CITY COUNCIL GOALS**

**PUBLIC FACILITIES AND CAPITAL PROJECTS:**

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

**NOTIFICATION**

Publication of agenda.

**EXHIBITS**

Exhibit “A” - Vicinity Map

Exhibit “B” - Public Improvements Agreement, Security Agreement and Escrow Instructions

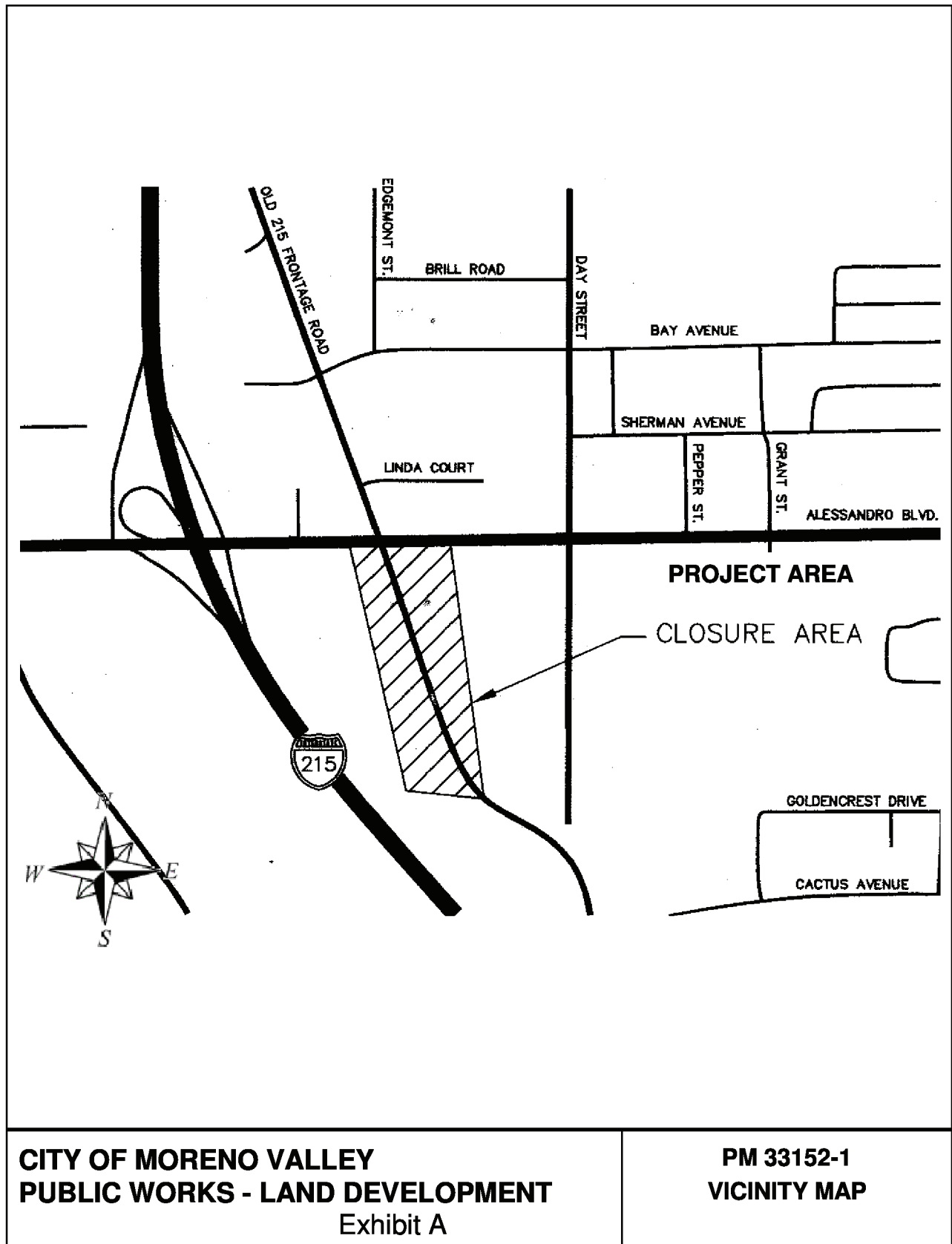
Chris A. Vogt, P.E.  
Public Works Director/City Engineer

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

Concurred By  
Barry Foster  
Economic Development Director

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\7-14-09 PM33152-1 - Final Map and Agreement Approval.doc



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

**PM 33152-1**  
**VICINITY MAP**

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2009\7-14-09 PM 33152 - Exhibit A.doc

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RECORDING REQUESTED BY:  
City of Moreno Valley

**WHEN RECORDED, RETURN TO:**

CITY OF MORENO VALLEY  
City Clerk  
P.O. Box 88005  
Moreno Valley, CA 92552-0805

*No recording fee per Government Code § 6103*

(SPACE ABOVE FOR RECORDER'S USE)

**PUBLIC IMPROVEMENTS AGREEMENT, SECURITY AGREEMENT AND  
ESCROW INSTRUCTIONS  
PROJECT NO. Parcel Map 33152-1**

This Public Improvements Agreement, Security Agreement and Escrow Instructions ("Agreement"), made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and ANDLAND PROPERTIES, LLC, a California limited liability company, herein after called Developer, to be effective on the date of recording Final Parcel Map 33152-1.

**WITNESSETH:**

**FIRST:** Developer, for and in consideration of the approval by the City of the final map of that certain land division known as PARCEL MAP 33152-1 for the Gateway Business Park project (the "Project"), agrees, at Developer's own expense, to furnish all labor, equipment and material necessary, and within SIX (6) months from the date this Agreement is approved and executed by City and Developer which may be signed in counterparts, to perform and complete in a good and workmanlike manner, Old 215 Frontage Road, Minor Arterial, City Standard 105A (88' RW/64' CC) constructed to half-width plus an additional 18 feet west of the centerline, along the entire Project's west frontage in satisfaction of Condition LD62 of Tentative Parcel Map 33152-1 and in accordance with those improvement plans which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering and construction necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Developer agrees to pay to the City the actual cost of such inspection of the works and improvements as may be required by the City Engineer. Developer shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Developer shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Developer waives the 120 day time limitation set forth in Section 66462.5, Government Code. Developer further agrees to guarantee the required improvements for a period of one year

**Exhibit B**

following acceptance by the City and during this period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. The period of time for completion of the work may be extended by mutual written agreement of Developer and City and may be further extended by any period of time caused by delays created by acts of nature or conditions in the construction industry, such as labor strikes and unavailability of materials, outside the control of Developer.

**SECOND:** The Developer, his agents and employees, shall give notice to the City Engineer at least 48 hours before beginning any work covered by this Agreement and shall furnish said City Engineer all reasonable facilities for obtaining full information with respect to the progress and manner of said work.

**THIRD:** Developer agrees at all times, up to the completion and acceptance of the improvements by the City, to give good and adequate warning to the traveling public of each and every dangerous condition caused by the construction of the improvements, and to protect the traveling public from such defective or dangerous conditions. The Developer shall keep all traveled ways that are a part of, or affected by the construction of the work required by this Agreement, free and clear of mud, dirt and debris and shall provide twice monthly street sweeping service. A copy of the contract for street sweeping service shall be provided to the City.

**FOURTH:** The estimated cost of the work and improvements is set forth in the Engineer's Preliminary Estimate of Cost labeled Exhibit A attached hereto and made part of this Agreement by this reference, is in the sum of ONE MILLION TWO HUNDRED NINETY-NINE THOUSAND AND NO/100 (\*\*\*\$1,299,000.00\*\*\*). Upon execution of this Agreement by Developer and City, the Developer shall deposit into an escrow account the total amount of funds in United States currency based on the Engineer's Preliminary Estimate of Cost to pay for the cost of the faithful performance of the terms and conditions of this Agreement. The escrow shall be established at Fidelity National Title Company at 1300 Dove Street, Suite 310, Newport Beach, CA 92660, Attn: Valerie Rapp, Escrow Officer. At twenty-five percent (25%) completion, fifty percent (50%) completion, seventy-five percent (75%) completion, and one hundred percent (100%) completion of the public improvements as measured by the dollar value of said improvements as set forth in the Engineer's Preliminary Estimate of Cost and associated unit costs (Exhibit A) and upon written request by the Developer for a partial reduction of the security, the escrow officer shall be instructed by the City Engineer in writing to release an amount in the escrow account to Developer not to exceed twenty-two and one-half percent (22 1/2 %) of the original amount deposited into escrow, provided that all such work has been reviewed, verified, inspected and approved by the City Engineer, Land Development engineering staff and applicable City inspectors. A total of ten percent (10%) of the original escrow deposit shall be retained in the escrow account until expiration of the twelve (12) month warranty period pursuant to Government Code Section 66499 to secure required warranty work. Developer will be responsible for paying the Partial Bond (Security) Reduction fee per the current City of Moreno Valley Fee Schedule prior to each reduction for partial completion. Developer agrees to maintain the aforesaid escrow account in full force and effect during the term of this Agreement, including any extensions of time and the warranty period. Developer shall be responsible for paying all costs of the escrow.

**FIFTH:** Developer's obligations for the faithful performance of the terms and conditions of this Agreement and to secure payment of all labor and materials under this Agreement pursuant to City ordinances and regulations to secure claims to which reference is made in Title 15, Chapter 1 (commencing with Section 3082) of the Civil Code of the State of California shall be secured by both the escrow and a first trust deed lien on the remainder parcel of Parcel Map No. 33152-1 property naming City as the secured party creating a security interest prior to any other security interest or lien on the remainder parcel of Parcel Map No. 33152-1. The form of the Deed of Trust is attached as Exhibit B and made a part of this Agreement by this reference. Until the work required by this Agreement is completed and accepted by the City, Developer shall not place any encumbrance on the remainder parcel of Parcel Map No. 33152-1 and shall keep the property free from any security interest that would adversely affect the interest of the City under the lien.

**SIXTH:** If the Developer, or his agents or employees, neglects, refuses, or fails to prosecute the work with such diligence as to insure its completion within the specified time, or within such extensions of time as provided in this Agreement, or if the Developer violates, neglects, refuses, or fails to perform satisfactorily any of the provisions of the plans and specifications, he shall be in default of this Agreement and notice in writing of such default shall be served upon him. The City Council shall have the power, on recommendation by the City Engineer, to terminate all rights of the Developer because of such default. The determination by the City Engineer of the question as to whether any of the terms of the Agreement or specifications have been violated, or have not been performed satisfactorily, shall be conclusive upon the Developer, and any and all parties who may have any interest in the Agreement or any portion thereof. The foregoing provisions of this section shall be in addition to all other rights and remedies available to the City under law. City shall have the right to directly access the funds in the escrow account and pay the construction costs to complete the work as provided in this Agreement.

**SEVENTH:** If the City Engineer reasonably determines at any time that the funds in the escrow account are insufficient to pay for the work required by this Agreement, or the Developer shall be in default of any other obligation under this Agreement, notice in writing of such insufficiency or default may at any time thereafter be served upon Developer by City. Developer shall have ten (10) calendar days to cure the insufficiency or default to the satisfaction of the City. In the event Developer fails to cure the insufficiency by placing and keeping sufficient funds in the escrow account to pay the costs of construction to complete the work as provided in this Agreement, or Developer fails to cure any default of the other obligations of this Agreement, then the City, without further notice, and to the extent permitted by law, shall have the authority to foreclose on the deed of trust lien and take possession of the remainder parcel of Parcel Map No. 33152-1 property and exclude Developer therefrom and exercise any and all of the rights and remedies conferred upon the City by the trust deed lien and may sell, lease or otherwise dispose of the remainder parcel of Parcel Map No. 33152-1 property and use the proceeds to satisfy Developer's obligations under this Agreement. The Developer hereby grants to the City and/or to any authorized agent or employee of the City, the irrevocable permission to enter upon the lands of the above-referenced land division for the purpose of completing the improvements. This permission shall terminate in the event that the Developer has completed the work within the time specified or any extension thereof granted by the City. Upon completion and acceptance by the City of the work and improvements and following the satisfactory repair or replacement of any defective work or materials during the one year warranty period thereafter as

provided in this Agreement, City shall reconvey the trust deed lien and the remainder parcel of Parcel Map No. 33152-1 property shall thereby be released from the lien.

**EIGHTH:** Developer agrees that, if suit is brought upon this Agreement, all costs and reasonable expenses and fees incurred by the City in successfully enforcing such obligations shall be paid by Developer, including reasonable attorney's fees, and that, upon entry of judgment, such costs, expenses and fees shall be taxed as costs and included in any judgment rendered.

**NINTH:** City shall not, nor shall any officer or employee of City, except for its or their sole negligence, be liable or responsible for any accident, loss or damage happening or occurring to the works specified in this Agreement prior to the completion and approval thereof, nor shall City or any officer or employee thereof, be liable for any persons or property injured by reason of the nature of the work, or by reason of the acts or omissions of Developer, his agents, employees, or contractors in the performance of the work, and all of said liabilities are assumed by Developer. Developer agrees to protect, defend and hold harmless City and the officers and employees thereof from all loss, liability or claim because of, or arising out of the acts or omissions of Developer, his agents, employees, and contractors in the performance of this Agreement, or arising out of the use of any patent or patented article in the performance of this Agreement.

**TENTH:** It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be unlawful and void, the validity of the remaining portions shall not be affected and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.

**ELEVENTH:** Any notice or notices required or permitted to be given pursuant to this Agreement shall be served on the other party by mail, postage prepaid, at the following addresses:

**City:**

City Engineer  
P.O. Box 88005  
14177 Frederick St.  
Moreno Valley, CA 92552-0805

**Developer:**

Andland Properties, LLC  
22629 Felbar Avenue  
Torrance, CA 90505  
Attention: Clarke Ashton

**Escrow:**

Fidelity National Title Company  
1300 Dove Street, Suite 310  
Newport Beach, CA 92660  
Attn: Valerie Rapp, Escrow Officer

IN WITNESS WHEREOF, this Agreement was approved by the City Council of the City on July 14, 2009.

**ANDLAND PROPERTIES, LLC**

By: Rosemary Perry, Manager  
Name Title

By: Diane Ashton, Manager  
Name Title

**ATTEST:  
CITY CLERK  
OF THE CITY OF MORENO VALLEY**

By: \_\_\_\_\_  
City Clerk

**CITY OF MORENO VALLEY**

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

(SEAL)

**APPROVED AS TO FORM:  
CITY ATTORNEY**

By: \_\_\_\_\_  
City Attorney

**NOTE: TWO SIGNATURES ARE REQUIRED FOR CORPORATIONS UNLESS CORPORATE DOCUMENTS ARE PROVIDED THAT INDICATE OTHERWISE.**

Fidelity National Title Company hereby acknowledges that it has received a fully executed original or originally executed counterparts of this Security Agreement and Joint Escrow Instructions and agrees to act as Escrow Agent thereunder and to be bound by and strictly perform the terms thereof as such terms apply to Escrow Agent.

**FIDELITY NATIONAL TITLE COMPANY**

By: \_\_\_\_\_  
Escrow Officer

**ACKNOWLEDGMENT**

State of California  
County of Orange

On 07/08/2009 before me, Wesley A. Alston, Notary  
(here insert name and title of the officer)

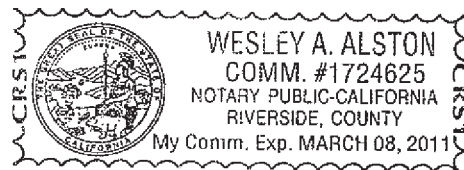
personally appeared Rosemary Sperry

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 *Wesley A. Alston*



(Seal)

**ACKNOWLEDGMENT**

State of California  
County of Los Angeles

On 07/08/2009 before me, Wesley A. Alston, Notary,  
(here insert name and title of the officer)

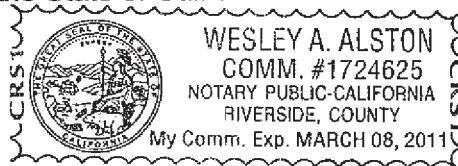
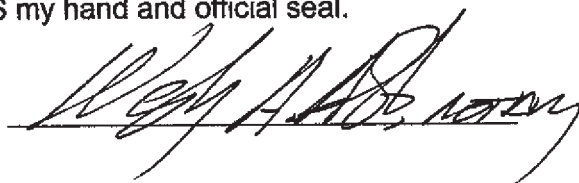
personally appeared Diane Ashton

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



(Seal)

**EXHIBIT B  
DEED OF TRUST**

RECORDING REQUESTED BY:  
City of Moreno Valley

**WHEN RECORDED, RETURN TO:**

CITY OF MORENO VALLEY  
City Clerk  
P.O. Box 88005  
Moreno Valley, CA 92552-0805

*No recording fee per Government Code § 6103*

(SPACE ABOVE FOR RECORDER'S USE)

**DEED OF TRUST  
(Short Form)**

This **DEED OF TRUST**, made \_\_\_\_\_, 2009, between ANDLAND PROPERTIES, LLC, a California limited liability company, herein called TRUSTOR, whose address is 22629 Felbar Avenue, Torrance, CA 90505, FIDELITY NATIONAL TITLE COMPANY, herein called TRUSTEE, whose address is 1300 Dove Street, Suite 310, Newport Beach, CA 92660, and the CITY OF MORENO VALLEY, a California municipal corporation, herein called BENEFICIARY, whose address is 14177 Frederick Street, Moreno Valley, CA 92552.

WITNESSETH: That Trustor grants to Trustee in trust, with power of sale, that property in the City of Moreno Valley, County of Riverside, State of California, described as:

See attached Exhibit "A" attached hereto and incorporated herein,

together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits for the purpose of securing payment of TRUSTOR's obligations under that certain Public Improvements Agreement, Security Agreement and Escrow Instructions dated \_\_\_\_\_, 2009 ("Security Agreement").

To protect the security of this Deed of Trust, Trustor agrees:

- 1) To keep said property in good condition and repair, to pay when due all claims for labor performed and materials furnished, to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon, not to commit or permit waste thereof, not to commit, suffer, or permit any act upon said property in violation of law.
- 2) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any such action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.
- 3) To pay, at least ten days before delinquency, all taxes and assessments affecting said property, all encumbrances, charges and liens on said property or any part thereof which appear to be prior or superior



hereto, and all costs, fees and expenses of this Trust. Should Trustor fail to make any payment or to do any act as herein provided or in the Security Agreement, then Beneficiary or Trustee, but without obligation to do so and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes, appear in and defend any action purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee, pay purchase, contest, or compromise any encumbrance, charge, or lien which in the judgment of either appears to be prior or superior hereto, and, in exercising any such powers, pay necessary expenses, employ counsel and pay reasonable attorneys' fees.

4) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums and obligations secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice shall cause to be filed for record.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of said having been given as then required by law, Trustee, without demand on Trustor, shall sell said property.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to it at its address hereinbefore set forth.

**TRUSTOR:**

ANDLAND PROPERTIES, LLC

By: Rosemary Sperry, Manager

By: Deane Ashton Manager

**ACKNOWLEDGMENT**

State of California  
County of Orange

On 07/08/2009 before me, Wesley A. Alston, Notary  
(here insert name and title of the officer)

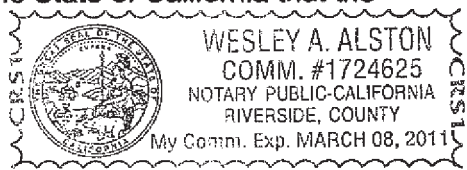
personally appeared Rosemary Sperry

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 *Wesley A. Alston, Notary*



(Seal)

**ACKNOWLEDGMENT**

State of California  
County of Los Angeles

On 07/08/2009 before me, Wesley A. Alston, Notary  
(here insert name and title of the officer)

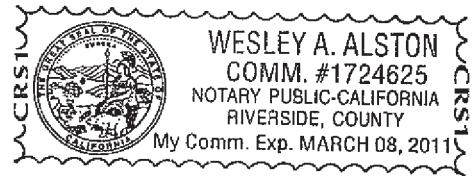
personally appeared Diane Ashton

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 *Wesley A. Alston*



(Seal)

**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**  
**PARCEL MAP NO. 33152-1 REMAINDER PARCEL**

THAT PARCEL OF LAND IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA, SHOWN AS THE REMAINDER PARCEL ON PARCEL MAP NO. 33152-1, IN SAID CITY, COUNTY AND STATE, FILED IN BOOK \_\_\_\_\_, PAGES \_\_\_\_ THROUGH \_\_\_\_, INCLUSIVE, OF PARCEL MAPS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE BOUNDARY OF PARCEL MAP NO. 9101, IN SAID CITY, COUNTY AND STATE, AS SHOWN ON THE MAP FILED IN BOOK 36, PAGES 7 AND 8 OF PARCEL MAPS IN THE OFFICE OF SAID COUNTY RECORDER;

THENCE ALONG THE BOUNDARY OF SAID REMAINDER PARCEL THROUGH THE FOLLOWING THIRTY-TWO (32) COURSES:

- 1) SOUTH 01°03'46" WEST, 799.16 FEET;
- 2) NORTH 88°32'17" WEST, 299.46 FEET;
- 3) NORTH 00°28'16" EAST, 403.16 FEET;
- 4) NORTH 89°31'44" WEST, 465.18 FEET;
- 5) SOUTH 70°29'20" WEST, 262.40 FEET;
- 6) NORTH 19°03'33" WEST, 44.15 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1,654.00 FEET;
- 7) NORTHERLY 67.69 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°29'44";
- 8) NORTH 16°33'49" WEST, 125.54 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 1,646.00 FEET;
- 9) NORTHERLY 71.65 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°29'39";
- 10) NORTH 22°31'56" EAST, 37.41 FEET;
- 11) NORTH 15°18'11" WEST, 25.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 300.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARING SOUTH 15°18'11" EAST;
- 12) EASTERLY 0.29 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°03'16";
- 13) NORTH 15°14'55" WEST, 33.00 FEET;
- 14) NORTH 54°05'00" WEST, 36.67 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 1,759.00 FEET, A RADIAL LINE TO SAID BEGINNING OF CURVE BEARING SOUTH 76°09'08" WEST;
- 15) NORTHERLY 57.55 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 01°52'28";
- 16) NORTH 11°58'24" WEST, 209.12 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY AND HAVING A RADIUS OF 88.00 FEET;
- 17) NORTHERLY 11.35 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°23'31";

- 18) NORTH 04°34'53" WEST, 64.81 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 112.00 FEET;
- 19) NORTHERLY 14.45 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 07°23'31";
- 20) NORTH 11°58'24" WEST, 42.91 FEET TO THE BEGINNING OF A CURVE, CONCAVE WESTERLY AND HAVING A RADIUS OF 1,681.00 FEET;
- 21) NORTHERLY 20.76 FEET ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 00°42'27";
- 22) SOUTH 88°03'08" EAST, 192.77 FEET;
- 23) SOUTH 60°18'11" EAST, 102.54 FEET;
- 24) SOUTH 88°54'38" EAST, 99.00 FEET;
- 25) NORTH 01°03'52" EAST, 233.53 FEET;
- 26) SOUTH 89°32'17" EAST, 100.00 FEET;
- 27) SOUTH 01°03'46" WEST, 265.00 FEET;
- 28) SOUTH 89°32'17" EAST, 125.00 FEET;
- 29) NORTH 01°03'46" EAST, 265.00 FEET;
- 30) SOUTH 89°32'17" EAST, 273.69 FEET;
- 31) SOUTH 00°26'59" WEST, 513.44 FEET;
- 32) SOUTH 89°31'44" EAST, 341.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 897,395 SQUARE FEET OR 20.601 ACRES, MORE OR LESS.

PREPARED UNDER THE SUPERVISION OF:

  
 WALTER A. SHEEK, P.L.S. 4838  
 LICENSE EXPIRES 9-30-2010

6/10/2009  
 DATE



**EXHIBIT "A"**  
**ENGINEER'S ESTIMATE (PUBLIC)**

Sheet 1 of 8

PROJECT NO: Old 215 Frontage Road

Jul-09  
 PREPARED FE

**OFFSITE PAVEMENT SECTIONS**

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Street Work -</b>				
		C.Y.	20.00	\$0
A.B. Class II - Street 1		Thickness (ft.)		
		S.F.	55.00	\$0
A.C. - Street 1		Thickness (ft.)		
		S.F.	90.00	\$0
Total AC over AB	119,935	S.F.	2.94	\$352,609
Full Depth Ac Pavm't	350	S.F.	5.75	\$2,013
A.C. - Street 3	0	S.F.	0 Ton 55.00	\$0
	0	Thickness (ft.)		
	0	S.F.	0 Ton 90.00	\$0
			0 C.Y. 20.00	\$0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	0 Ton 55.00	\$0
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	0 Ton 90.00	\$0
<b>Street Work - DIF</b>				
			0 C.Y. 20.00	\$0
A.B. Class II - Street 1	0	Thickness (ft.)		
	0	S.F.	0 Ton 55.00	\$0
A.C. - Street 1	0	Thickness (ft.)		
	0	S.F.	0 Ton 90.00	\$0
			0 C.Y. 20.00	\$0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	0 Ton 55.00	\$0
A.C. - Street 2	0	Thickness (ft.)		
	0	S.F.	0 Ton 90.00	\$0
			0 C.Y. 20.00	\$0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	0 Ton 55.00	\$0
A.C. - Street 3	0	Thickness (ft.)		
	0	S.F.	0 Ton 90.00	\$0
			0 C.Y. 20.00	\$0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	0 Ton 55.00	\$0
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	0 Ton 90.00	\$0
<b>Street Work - TUMF</b>				
			0 C.Y. 20.00	\$0
A.B. Class II - Street 1	0	Thickness (ft.)		
	0	S.F.	0 Ton 55.00	\$0
A.C. - Street 1	0	Thickness (ft.)		
	0	S.F.	0 Ton 90.00	\$0
			0 C.Y. 20.00	\$0
A.B. Class II - Street 2	0	Thickness (ft.)		
	0	S.F.	0 Ton 55.00	\$0
A.C. - Street 2	0	Thickness (ft.)		
	0	S.F.	0 Ton 90.00	\$0
			0 C.Y. 20.00	\$0
A.B. Class II - Street 3	0	Thickness (ft.)		
	0	S.F.	0 Ton 55.00	\$0
A.C. - Street 3	0	Thickness (ft.)		
	0	S.F.	0 Ton 90.00	\$0
			0 C.Y. 20.00	\$0
A.B. Class II - Street 4	0	Thickness (ft.)		
	0	S.F.	0 Ton 55.00	\$0
A.C. - Street 4	0	Thickness (ft.)		
	0	S.F.	0 Ton 90.00	\$0
			SUBTOTAL:	\$354,621

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 2 of 8

PROJECT: Old 215 Frontage Road  
OFFSITE STREET WORK

DATE: 07/08/08  
PREPARED FE

TYPE	QUANTITY UNIT	UNIT PRICE	TOTAL
<b>Offsite Street Work</b>			
Grind & Pave 0.15'	2,240 S.F.	5.59	\$12,522
A.C. Cap	0 Ton	90.00	\$0
A.C. Overlay	0 Ton	90.00	\$0
Slurry Seal (Based on \$150/Ton Type II)	0 S.Y.	2.25	\$0
Sawcut	0 L.F.	1.50	\$0
Utility Trench	0 L.F.	17.00	\$0
Trench Repaving	0 S.F.	12.00	\$0
Redwood Header	0 L.F.	6.00	\$0
A.C. Berm - 6"	0 L.F.	10.00	\$0
A.C. Berm - 8"	688 L.F.	4.63	\$3,185
Remove & Dispose Existing Pavement	166,300 SF	0.07	\$11,641
Remove Existing Curb & Gutter	142 L.F.	9.06	\$1,287
Sawcut & Remove AC Pavm't	550 S.F.	2.32	\$1,276
P.C.C. Paving - 6"	0 S.F.	14.00	\$0
P.C.C. Paving - 8"	0 S.F.	16.00	\$0
Curb and Gutter - 6"	0 L.F.		\$0
Curb and Gutter - 6" to 8" transition	114 L.F.	19.90	\$2,269
Curb and Gutter - 8"	1,256 L.F.	16.75	\$21,038
Curb and Gutter modified - 8"	331 L.F.	19.90	\$6,587
Curb Only - 6" median	0 L.F.	18.00	\$0
Curb Only - 8" median	1,112 L.F.	11.03	\$12,265
Curb Only - 8"	0 L.F.	20.00	\$0
Remove Existing Curb	172 L.F.	9.06	\$1,558
Remove Existing Sidewalk	1,063 S.F.	1.29	\$1,371
4" Conc. Sidewalk	10,200 S.F.	3.57	\$36,414
Remove Existing A.C. Dike	930 L.F.	1.96	\$1,823
Remove Existing S.D.	366 L.F.	12.92	\$4,729
Remove Existing Headwall	9 EA.	375.67	\$3,381
Driveway Approach - 8" (3 total)	1,430 S.F.	13.30	\$19,019
Wheelchair Ramp	4 EA.	318.36	\$1,273
Median Hardscape	460 S.F.	9.17	\$4,218
PVC Sleeve	170 L.F.	10.00	\$1,700
Barricade (44 LF)	1 EA.	7,442.00	\$7,442
Median Mowstrip	1,112 L.F.	14.40	\$16,013
Median Drainage Structure	530 L.F.	15.58	\$8,257
Adjust Gate Valve to Grade	6 EA.	300.00	\$1,800
Adjust Rim to Grade	1 EA.	564.44	\$564
Adjust Exist. S.D. Manhole to Grade	1 EA.	564.44	\$564
Remove Existing Light	2 EA.	1,779.05	\$3,558
Remove & Reconstruct Existing S.D.	1 EA.	859.05	\$859
Remove Existing Billboard	1 EA.	2,205.70	\$2,206
		SUBTOTAL:	\$188,820

**EXHIBIT "A"**  
**ENGINEER'S ESTIMATE**

Sheet 3 of 8

PROJECT: Old 215 Frontage Road

DATE: 07/08/08  
PREPARED FE

**OFFSITE STREET WORK (CONTINUED)**

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Special Districts</b>				
Landscaping - Medians	4550	S.F.	6.00	\$27,300
Landscaping - Parkways	4600	S.F.	6.00	\$27,600
Street Lights (9500 lumen)	0	EA.	4,000.00	\$0
Street Lights (22000 lumen)	6	EA.	11,063.80	\$66,383
	SPECIAL DISTRICTS SUBTOTAL:			\$121,283
<b>Moreno Valley Utilities</b>				
Electrical Utility Infrastructure	0	L.S.	0.00	\$0
Electrical Utility Line Extension	0	L.F.	135.00	\$0
	MVU SUBTOTAL:			\$0
<b>Water Quality Basin</b>				
Landscaping	0	S.F.	6.00	\$0
Filtration Devices	0	EA.	0	\$0
Access Ramp PCC	0	S.F.	0	\$0
Low-Flow Pipe System	0	L.F.	0	\$0
Headwalls	0	EA.	0	\$0
Outlets	0	EA.	0	\$0
Risers	0	EA.	0	\$0
Forebay PCC	0	S.F.	0	\$0
Toe of slope protection PCC	0	S.F.	20.00	\$0
	WQB SUBTOTAL:			\$0
<b>Transportation Engineering</b>				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination,	0	EA.	272,000.00	\$0
Traffic Signal Modification	1	L.S.	136,719.00	\$136,719
Traffic Signal Interconnect (Existing Signals Only)	0	L.F.	30.00	\$0
Traffic Striping/raised pavement markers	1	L.S.	5,990.00	\$5,990
Street Name Sign	1	EA.	500.00	\$500
Stop Sign	0	EA.	200.00	\$0
Signs and Posts	13	EA.	200.00	\$2,600
Signs and Posts	0	EA.	200.00	\$0
Street Sweeping Sign	0	EA.	200.00	\$0
Warning Markers - Type L, Type N	0	EA.	100.00	\$0
	TRANSPORTATION SUBTOTAL:			\$145,809
<b>Miscellaneous</b>				
Erosion Control (gravel bags)	1	L.S.	28,106.00	\$28,106
Walls - Masonry: 6' Maximum	0	L.F.	100.00	\$0
Walls - Retaining: 6' Maximum	0	L.F.	150.00	\$0
Grading, Clear & Grub	1	L.S.	85,213.00	\$85,213
	MISCELLANEOUS SUBTOTAL:			\$113,319



EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 4 of 8

PROJECT: Old 215 Frontage Road

DATE: 07/08/08  
PREPARED FE

OFFSITE STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Pipe</b>				
12" Reinforced Concrete Pipe	0	L.F.	130.00	\$0
18" Reinforced Concrete Pipe	20	L.F.	140.00	\$2,800
24" Reinforced Concrete Pipe	121	L.F.	160.00	\$19,360
24" Reinforced Concrete Pipe	0	L.F.	160.00	\$0
30" Reinforced Concrete Pipe	0	L.F.	180.00	\$0
36" Reinforced Concrete Pipe	0	L.F.	190.00	\$0
42" Reinforced Concrete Pipe	0	L.F.	210.00	\$0
48" Reinforced Concrete Pipe	0	L.F.	250.00	\$0
54" Reinforced Concrete Pipe	0	L.F.	300.00	\$0
60" Reinforced Concrete Pipe	0	L.F.	350.00	\$0
12" HDPE	0	L.F.	45.00	\$0
18" HDPE	0	L.F.	50.00	\$0
24" HDPE	0	L.F.	55.00	\$0
30" HDPE	0	L.F.	60.00	\$0
36" HDPE	0	L.F.	70.00	\$0
42" HDPE	0	L.F.	80.00	\$0
48" HDPE	0	L.F.	90.00	\$0
54" HDPE	0	L.F.	125.00	\$0
60" HDPE	0	L.F.	140.00	\$0
4" PVC SCH. 40 (Median)	190	L.F.	12.77	\$2,426
4" PVC SCH. 80	0	L.F.	30.00	\$0
6" PVC SCH. 40	0	L.F.	30.00	\$0
<b>Manholes</b>				
Manhole No. 1	1	EA.	3,675.00	\$3,675
Manhole No. 2	0	EA.	5,500.00	\$0
Manhole No. 3	0	EA.	6,500.00	\$0
Manhole No. 4	0	EA.	7,000.00	\$0
<b>Catch Basins</b>				
Catch Basin (3.5')	0	EA.	3,100.00	\$0
Catch Basin (7')	0	EA.	5,500.00	\$0
Catch Basin (14')	0	EA.	8,000.00	\$0
Catch Basin (21')	0	EA.	12,500.00	\$0
Local Depressions	0	EA.	535.00	\$0
Catch Basin (3.5') (DIF Street Name)	0	EA.	3,100.00	\$0
Catch Basin (7') (DIF Street Name)	0	EA.	5,500.00	\$0
Catch Basin (14') (DIF Street Name)	0	EA.	8,000.00	\$0
Catch Basin (21') (DIF Street Name)	0	EA.	12,500.00	\$0
Local Depressions (DIF Street Name)	0	EA.	535.00	\$0
24" X 24" Grate basin	0	EA.	2,500.00	\$0
18" X 18" Grate Basin	0	EA.	2,100.00	\$0
6" Wide Strip Basin	0	EA.	3,000.00	\$0
Removal/Relocation- Catch Basin	0	EA.	5,000.00	\$0
Grated Catch Basin	0	EA.	6,000.00	\$0

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 5 of 8

PROJECT: Old 215 Frontage Road

DATE: 07/08/08

PREPARED FE

OFFSITE STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
<b>Structures</b>				
Transition Structure	0	EA.	5,500.00	\$0
Junction Structure	0	EA.	6,000.00	\$0
Type IX Inlet Structure	0	EA.	2,500.00	\$0
Inlet Structure (drop)	0	EA.	5,000.00	\$0
Outlet Structure	0	EA.	8,000.00	\$0
Concrete Collar (to 48")	0	EA.	3,000.00	\$0
Rectangular Drainage Structure	102	L.F.	324.12	\$33,060
Head Wall	3	EA.	3,675.00	\$11,025
<b>Drains</b>				
Terrace Drain	0	S.F.	10.00	\$0
Down Drain	0	S.F.	10.00	\$0
Parkway Drain	0	EA.	3,500.00	\$0
Under Sidewalk	0	EA.	600.00	\$0
Curb Outlet	0	EA.	250.00	\$0
"V" Gutter	0	S.F.	10.00	\$0
<b>Miscellaneous</b>				
Rip Rap Inlet/Splash Pad	2	EA.	741.60	\$1,483
Rip Rap Energy Dissipator	2	EA.	1,740.80	\$3,482
36" High Hand Rail	35	L.F.	94.29	\$3,300
2' High Retaining Wall	35	L.F.	142.50	\$4,988
			SUBTOTAL:	\$80,611

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 6 of 8

PROJECT:

DATE: 07/29/09  
PREPARED FE

OFFSITE WATER SYSTEMS

TYPE	QUANTITY UNIT	UNIT PRICE	TOTAL
<b>Pipes - Water System</b>			
4" PVC C-900	0	30.00	\$0
6" PVC C-900	0	40.00	\$0
8" C-900 CL-150	72	49.81	\$3,586
10" PVC C-900	0	55.00	\$0
12" C-900 CL-150	768	59.28	\$45,527
16" PVC C-900	0	90.00	\$0
18" PVC C-900	0	135.00	\$0
20" PVC C-900	0	180.00	\$0
<b>Valves - Water System</b>			
4" Gate Valve	0 EA.	600.00	\$0
6" Gate Valve	0 EA.	800.00	\$0
8" Gate Valve	3 EA.	1,818.68	\$5,456
10" Gate Valve	0 EA.	1,200.00	\$0
12" Gate Valve	3 EA.	3,271.85	\$9,816
16" Gate Valve	0 EA.	5,000.00	\$0
4" Butterfly Valve	0 EA.	330.00	\$0
6" Butterfly Valve	0 EA.	520.00	\$0
8" Butterfly Valve	0 EA.	800.00	\$0
10" Butterfly Valve	0 EA.	1,000.00	\$0
12" Butterfly Valve	0 EA.	1,800.00	\$0
16" Butterfly Valve	0 EA.	2,700.00	\$0
18" Butterfly Valve	0 EA.	2,800.00	\$0
20" Butterfly Valve	0 EA.	4,200.00	\$0
24" Butterfly Valve	0 EA.	5,200.00	\$0
1" Air Vac Release	1 EA.	3,213.46	\$3,213
2" Air Vac Release	0 EA.	3,000.00	\$0
4" Blow Off	0 EA.	2,000.00	\$0
6" Blow Off	2 EA.	2,700.00	\$5,400
<b>Fire Hydrants - Water System</b>			
6" Standard Fire Hydrants	0 EA.	2,800.00	\$0
6" Super Fire Hydrants	0 EA.	3,000.00	\$0
<b>Services Connections</b>			
1" Service	0 EA.	500.00	\$0
1 1/2" Service	0 EA.	1,100.00	\$0
2" Service	0 EA.	1,600.00	\$0
<b>Fittings - Water System</b>			
Misc. Fittings 4"	0	120.00	\$0
Misc. Fittings 6"	0	160.00	\$0
Misc. Fittings 8"	0	200.00	\$0
Misc. Fittings 10"	0	240.00	\$0
Misc. Fittings 12"	3	1,042.13	\$3,126
12" -45 deg Bend	2	724.00	\$1,448
<b>Water Meters - Water System</b>			
5/8" Meter	0	200.00	\$0
1" Meter	0	270.00	\$0
1 1/2" Meter	1	360.00	\$360
2" Meter	0	455.00	\$0
<b>Hot Tap Connections - Water System</b>			
8" Hot Tap	0 EA.	2,800.00	\$0
Water Service	0 EA.	330.00	\$0
<b>Miscellaneous - Water System</b>			
Thrust Block	0 CY	150.00	\$0
Jack & Bore	0 L.F.	300.00	\$0
Joint at Existing 8"	0 EA.	650.00	\$0
		SUBTOTAL:	\$77,933

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 7 of 8

PROJECT:

DATE:

PREPARED BY:

OFFSITE SEWER SYSTEMS

TYPE	QUANTITY UNIT	UNIT PRICE	TOTAL
<b>Pipes - Sewer System</b>			
4" V.C. Pipe	0 L.F.	20.00	\$0
6" V.C. Pipe	0 L.F.	25.00	\$0
8" V.C. Pipe	0 L.F.	30.00	\$0
10" V.C. Pipe	0 L.F.	40.00	\$0
12" V.C. Pipe	0 L.F.	50.00	\$0
15" V.C. Pipe	0 L.F.	75.00	\$0
18" V.C. Pipe	0 L.F.	90.00	\$0
21" V.C. Pipe	0 L.F.	105.00	\$0
24" V.C. Pipe	0 L.F.	120.00	\$0
27" V.C. Pipe	0 L.F.	135.00	\$0
30" V.C. Pipe	0 L.F.	150.00	\$0
33" V.C. Pipe	0 L.F.	165.00	\$0
36" V.C. Pipe	0 L.F.	185.00	\$0
4" SDR - 35	0 L.F.	13.00	\$0
6" SDR - 35	0 L.F.	19.00	\$0
8" SDR - 35	0 L.F.	25.00	\$0
10" SDR - 35	0 L.F.	30.00	\$0
12" SDR - 35	0 L.F.	50.00	\$0
15" SDR - 35	0 L.F.	60.00	\$0
Concrete Encasement	0 L.F.	20.00	\$0
<b>Cleans Outs - Sewer System</b>			
Clean-outs	0 EA.	700.00	\$0
Clean Out Lateral	0 EA.	120.00	\$0
<b>Manholes - Sewer System</b>			
Standard Manhole 48"	0 EA.	3,000.00	\$0
Standard Manhole 48" Extra Depth	0 EA.	3,500.00	\$0
Standard Manhole 60"	0 EA.	4,500.00	\$0
Shallow Manhole	0 EA.	3,000.00	\$0
Adjust Manhole to Grade	0 EA.	300.00	\$0
Tie Into Existing Manhole	0 EA.	1,500.00	\$0
Rechannel Existing Manhole	0 EA.	1,500.00	\$0
Join Existing 8" Pipe	0 EA.	600.00	\$0
Join Existing 12" Pipe	0 EA.	800.00	\$0
<b>Miscellaneous - Sewer System</b>			
Wyes	0 EA.	90.00	\$0
TV Sewer	0 L.F.	1.00	\$0
Trench Paving	0 S.F.	5.00	\$0
Pavement Replacement	0 S.F.	3.00	\$0
Meter 5/8" W/O Service	0 EA.	200.00	\$0
		SUBTOTAL:	\$0

EXHIBIT "A"  
ENGINEER'S ESTIMATE

Sheet 8 of 8

CITY OF MORENO VALLEY  
PUBLIC WORKS DEPARTMENT - LAND DEVELOPMENT DIVISION  
BOND COMPUTATION SHEET

PROJECT: Old 215 Frontage Road

DATE: 07/29/09  
PREPARED FE

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	\$354,621
CONCRETE & OTHER STREET WORK	:	\$188,820
SPECIAL DISTRICTS	:	\$121,283
MORENO VALLEY UTILITIES	:	\$0
WATER QUALITY BASIN	:	\$0
TRANSPORTATION ENGINEERING	:	\$145,809
STORM DRAIN SYSTEM	:	\$80,611
WATER SYSTEM	:	\$77,933
SEWER SYSTEM	:	\$0
MISCELLANEOUS	:	\$113,319
TOTAL COST (VALUE) OF IMPROVEMENTS:		\$1,082,397
+20% CONTINGENCY:		\$216,479
<u>GRAND TOTAL:</u>		\$1,298,876

BOND AMOUNT:

\$1,299,000.00

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**MINUTES - REGULAR MEETING OF June 23,  
2009 (Report of: City Clerk's Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.16**

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**MINUTES - SPECIAL MEETING OF June 30, 2009  
(Report of: City Clerk's Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.17**

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**MINUTES - REGULAR MEETING OF June 23,  
2009 (Report of: City Clerk's Department)**

**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.16**

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**MINUTES - SPECIAL MEETING OF June 30, 2009  
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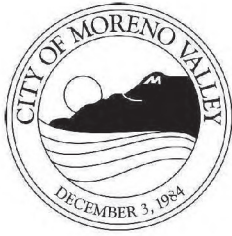
**MINUTES - REGULAR MEETING OF June 23,  
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**Recommendation: Approve as submitted.**

**SEE AGENDA ITEM A.16**

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

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## Report to City Council

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**TO:** Mayor and City Council

**FROM:** Barry Foster, Economic Development Department Director

**AGENDA DATE:** July 14, 2009

**TITLE:** PUBLIC HEARING TO APPROVE THE NEIGHBORHOOD STABILIZATION PROGRAM 2 GRANT APPLICATION

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### **RECOMMENDED ACTION**

Staff recommends that the City Council:

- Approve Resolution No. 2009-75 authorizing the City's application for the Neighborhood Stabilization Program 2 (NSP2) funding.
- Approve and Authorize the City Manager to execute the Consortium Agreement.

### **BACKGROUND**

On February 17, 2009, President Obama signed Title XII of the American Recovery and Reinvestment Act of 2009 (ARRA) into law. ARRA appropriates 1.93 billion dollars in competitive Neighborhood Stabilization Program (NSP2) funds. The agency responsible for the implementation of the program is the United States Department of Housing and Urban Development (HUD).

On May 4, 2009, HUD released the Notice of Funding Availability (NOFA) for this second round of the NSP funds commonly referred to as NSP2. Moreno Valley previously was allocated \$11.4 million in the first round of NSP funding for programs just now being implemented. The NOFA outlines how to apply for the competitive NSP2 funds and details regulatory changes to the program from those of the original NSP. The program goals and objectives for NSP2 include:

- To help arrest neighborhood decline
- To help stabilize neighborhoods and position them for a sustainable role in a revitalized community.

NSP2 funds may be used for the following programs/activities.

- Financing Mechanisms:

Allows for the establishment of financing mechanisms for purchase and redevelopment of foreclosed homes and residential properties, including such mechanisms as soft-second, loan loss reserves, and shared-equity loans for low- and moderate- income homebuyers.

- Purchase and Rehabilitation:

Provides for the purchase and rehabilitation of homes and residential properties that have been abandoned or foreclosed upon, in order to sell, rent, or redevelop such homes and properties.

- Land Banks:

Enables the establishment of land banks for homes and residential properties (including multi-family properties) that have been foreclosed upon. A land bank can be a governmental or nongovernmental nonprofit entity established, at least in part, to assemble, temporarily manage, and dispose of vacant land for the purpose of stabilizing neighborhoods and encouraging re-use or redevelopment of urban property. For the purpose of the NSP2, a land bank will operate in a specific, geographic area (such as Edgemont or the CDBG Target Areas). It will purchase properties that have been abandoned or foreclosed upon and maintain, assemble, facilitate redevelopment of, market, and dispose of the land-banked properties.

- Demolition

Allows for the demolition of blighted structures. A structure is blighted when it exhibits determinable signs of deterioration sufficient to constitute a threat to human health, safety, and public welfare. Under the NSP2, the City may not use more than 10% of the total program funds for demolition.

- Redevelopment

Provides for the redevelopment of demolished or vacant residential properties. The City may fund costs, such as sales costs, closing costs, and reasonable developer's fees, related to NSP2-assisted housing, rehabilitation, or construction activities. New construction of housing and building infrastructure for housing is an eligible use. The City may redevelop property to be used as rental housing. NSP2 encourages the City to acquire and redevelop FHA foreclosed properties.

- Administration and Planning Costs

Allows for NSP2 funds to be used for the administration and planning costs associated with the program. An amount of up to 10% of an NSP2 grant provided to a jurisdiction and up to 10% of program income earned may be used for general administration and planning activities.

## **DISCUSSION**

The intent of NSP2 is to provide funding to state governments, local governments, nonprofit entities, or consortiums of these groups to acquire and redevelop foreclosed properties that might otherwise become sources of abandonment and blight within their communities. Congress provided that these funds “be treated as though such funds were CDBG” funds, and established aggressive timelines at the federal and state/local levels for taking action with these competitive NSP2 funds. In order for the City of Moreno Valley to receive these funds, the City is required to submit an application by no later than July 17, 2009, at 5:00 p.m. EST. In addition, the City will be required to spend or encumber 50% of the allocated funds within 2 years of the date funds are made available to the City and 100% of the funds must be expended within 3 years.

The NSP2 regulations require applicants to apply for a minimum of \$5 million and have an impact of returning 100 abandoned or foreclosed properties to productive use or eliminating their blighting influence. In order to receive NSP2 funds, an applicant must obtain a score of at least 115 out of 150. The applications will be scored on 6 factors. These factors and maximum points possible are as follows:

- Need/Extent of the Problem (40 pts)
- Demonstrated Capacity of Applicant and Relevant Organizational Staff (40 pts)
- Soundness of Approach (45 pts)
- Leveraging Other Funds or Removal of Substantial Negative Effects (10 pts)
- Energy Efficiency Improvement and Sustainable Development (10 pts)
- Neighborhood Transformation and Economic Opportunity (5 pts)

The NSP2 requires that the City identify the areas hardest hit by foreclosure, abandonment, and bad loans and give priority emphasis in targeting the funds that they receive to those areas with the greatest need. This includes those areas or neighborhoods with the greatest percentage of home foreclosures; with the highest percentage of homes financed by a subprime mortgage related loan; and those identified as likely to face a significant rise in the rate of home foreclosures in the near future.

As part of the original NSP grant program, HUD developed foreclosure and abandonment risk scores to assist Cities in targeting the areas of greatest need within their jurisdictions. NSP2 funds must benefit individuals and families whose incomes do not exceed 120% of area median income, adjusted for family size. In addition, the NSP2 requires that at least 25% of NSP2 funds must be used for the purchase of abandoned or foreclosed upon homes or residential properties that will be used to house individuals or families whose incomes do not exceed 50% of area median income.

The NSP2 application delineates the programs that the City intends to implement with the funds and the amount of funds proposed for each program. In addition, the City must submit a new application (SF-424) for the competitive funds being requested as well as executing the required NSP2 certifications.

HUD is requiring a minimum time for citizen comments of 10 days. Application materials relating to target geography and proposed uses of funds must be posted on the City's official website as the materials are developed, published, submitted to HUD, and approved by HUD. Despite the competitive process, the City is still responsible for ensuring that all citizens have equal access to information about the programs. The public comment period occurred between July 3, 2009 and July 14, 2009. The notice was published in accordance with the City approved notification process. All program information, including the NSP2 Notice must be available in the appropriate languages for the geographic area for persons with limited English proficiency. In the case of the City of Moreno Valley, the information has been made available in Spanish.

Additional NSP2 requirements that were not a part of the original NSP program include that all construction work shall include iron, steel, and manufactured goods that are produced in the United States and that all contractors and sub-contractors are required to pay prevailing wages to laborers and mechanics in compliance with Davis-Bacon Act. Staff estimates that complying with these new requirements will increase program costs for NSP2 by approximately 30 to 35% as compared to NSP1.

#### Consortium Agreement

NSP2 applications will be more competitive if a Consortium Agreement is used between local governments and non-profit housing groups to work together rather than apply on their own. While NSP1 funds were awarded to over 300 public agencies based upon a HUD developed formula, NSP2 funds will be awarded on a highly competitive basis. It is estimated that maybe 80 to 90 public agencies and/or non-profit groups nationwide will be successful in governing NSP2 allocations. The NSP2 requirement of a minimum application of \$5 million appears to be directed towards larger metropolitan jurisdictions and State applications, along with collaborative efforts using Consortium Agreements.

Several other regions of the country are forming consortiums, such as a group of non-profits and cities in Orange County in Southern California, the County of Contra Costa, with three cities in Northern California, and nine cities are joining together in a consortium effort in Ohio.

City staff believes that the idea of working together with another city (such as Hemet), along with several non-profit housing groups will strengthen the competitiveness of the NSP2 application and maximize NSP2 scoring. As part of the consortium arrangement, the City of Moreno Valley will be the lead agency. Two non-profit housing groups will also support the NSP2 application by joining the consortium effort. Riverside Housing Development (a non-profit housing developer that has done many multi-family rehab

projects in Moreno Valley and Riverside) and Neighborhood Partnership Housing Services (a HUD certified homebuyer counseling agency) both have demonstrated experience in their respective field and will further strengthen the NSP2 effort. Other Development Partners from NSP1 will also join the consortium effort for NSP2 application.

The NOFA for NSP2 requires that agencies that band together to pursue NSP2 funding through a consortium arrangement, enter into a Consortium Agreement. Attached is a draft of the Consortium Agreement that is being presented for approval by the City Council and must be included with the NSP2 application.

The City of Moreno Valley and the City of Hemet both received NSP1 funding and are presently implementing programs. City Staff from both cities have already established the framework for an NSP2 application by issuing joint Requests For Qualifications (RFQs) for NSP1 for single and multi-family development partners, holding a joint bidders' conference, and a collaborative RFQ interview panel. This collective effort has been embraced by interested developers, but still allows each City to choose their respective development partners.

#### Proposed Funding and Program Descriptions

The cooperative effort of Moreno Valley and Hemet will be seeking a total of \$10 million in NSP2 funding. The breakdown for the funding request is as follows:

NSP2			
Type of Activity	Moreno Valley	Hemet	Total
Admin/Planning (cap is 10%)	\$750,000	\$250,000	\$1,000,000
Demolition (cap is 10%)	\$700,000	\$75,000	\$1,000,000
Single-family Acquisition/Rehabilitation	\$1,250,000	\$535,715	\$1,785,715
Multi-family Acquisition/Rehabilitation	\$3,350,000	\$2,089,285	\$5,214,285
Down Payment Loan Assistance	\$1,000,000	\$0	\$1,000,000
TOTAL	\$7,050,000	\$2,950,000	\$10,000,000

Based on a number of factors including population, NSP1 funding allocations and existing foreclosure numbers, the split of allocations for the NSP2 funding request is 70% for Moreno Valley and 30% for Hemet. Because Moreno Valley is the lead agency it will receive a slightly higher administrative amount at 75%.

The programs and activities proposed for funding under the NSP2 for Moreno Valley are listed below. The proposed budget amount for each funding source is listed under each program/activity noted below:

Administration/Planning:  
Proposed NSP2 Budget: \$ 750,000

The City will use up to 10% of the NSP2 funds for administration of the various programs and projects stated in the application. Furthermore, if any program income is received, the City may elect to utilize 10% of that amount for future administration if needed.

Administration of NSP funds includes, but is not limited to, the following activities:

1. Compliance monitoring
2. Environmental review for compliance with the National Environmental Protection Act (NEPA)
3. Contracting with consultant services for the implementation of program activities
4. Procurement (including letting of appropriate Requests for Proposals, Notice of Funding Opportunities, etc.)
5. Financial data collection and reporting
6. Quarterly reporting
7. Data entry and reporting through HUD's Disaster Recovery Grant Reporting System (DRGR)
8. Providing technical assistance to activity sponsors
9. Ensuring public participation

Demolition:  
Proposed NSP2 Budget: \$ 700,000

Occasionally, the condition of specific homes may warrant demolition instead of rehabilitation. A primary reason would be the high proposed cost of rehabilitation. In such cases, City staff would consult with the City's Building Official regarding the structural soundness of the house. If deemed appropriate, the house would be demolished. Plans to redevelop the parcel as a new infill home would commence as soon as fiscally practicable. Several redevelopment or affordable options could be considered by the City. Between the time of demolition and new construction, the sites would be "land banked."

Single Family Acquisition and Rehabilitation :  
Proposed NSP2 Budget: \$1,250,000

The City of Moreno Valley will use funds from the NSP2 to facilitate the acquisition, rehabilitation, and resale of abandoned and foreclosed single-family homes, including condominiums and townhomes. Acquisitions will include individual units and an attempt to negotiate, with lenders and financial institutions, a discounted bulk purchase of foreclosed properties.

The City will work with development partner companies to acquire, rehabilitate, and resell homes under an agreement with the City and per the NSP2 regulations. The City will monitor the performance of each development company.

In conformance with NSP2 requirements, all of the properties will be sold to households earning up to 120% of Area Median Income or below and who will both own and occupy the property. The sales of the property to the homebuyer will be no greater than the total cost for acquisition, rehabilitation, and holding costs. Homebuyers will be required to attend a HUD certified, 8-hour pre-acquisition home ownership class.

Subsidies, if any, will be based upon the combination of purchase discount percentage, amount of rehabilitation, and the final sales price.

Multi-family Acquisition and Rehabilitation:  
Proposed NSP2 Budget: \$ 3,350,000

In conformance with NSP2 requirements, the City of Moreno Valley must use a minimum of 25% of allocated NSP2 funds to facilitate the acquisition, rehabilitation, and rental of multi-family properties for households earning 50% or less of the area median income as an affordable housing project. The City through development partners will negotiate with lenders and financial institutions to purchase vacant and abandoned foreclosed properties.

An affordability covenant will be recorded on the property ensuring that units will remain affordable for a minimum of 55 years. City staff will conduct an annual evaluation to certify compliance with the affordability covenant.

Down Payment Loan Assistance:  
Proposed NSP2 Budget: \$1,000,000

Moreno Valley will use NSP2 funds to provide down payment assistance loans to households earning up to 120% of Area Median Income or below. The loans will provide up to 20% of the purchase price in the form of a silent second deferred loan. Terms and conditions of these loans will be subject to California Housing Finance Agency (CALHFA) financing in an effort to leverage additional funding and provide below market, first mortgage loan financing to the home buyer. Homebuyers will be

required to obtain a low-risk mortgage loan for their first trust deed financing, preferably at a fixed interest rate.

**ALTERNATIVES**

1. **Alternative 1.** Approve a Resolution authorizing the City's application for the Neighborhood Stabilization Program 2 (NSP2) funding and authorize the City Manager to execute the Consortium Agreement.
2. **Alternative 2.** Reject or modify the resolution or the Consortium Agreement. Please note that modifying the resolution of Consortium Agreement might jeopardize compliance with HUD's NSP2 requirements and prevent timely application for NSP2 funding by the July 17 deadline.

**FISCAL IMPACT**

If the City application is successful, the NSP2 program funding will come from the U.S. Department of Housing and Urban Development (HUD). If an allocation is awarded to Moreno Valley, a substantial amendment to the City's CDBG Action Plan must happen. The funding of any NSP programs is not accomplished through the use of any general fund revenue.

<u>Fund</u>	<u>Business Unit No/Name</u>	<u>Estimated Amount</u>
To be determined		

Please note, there is no impact to the City's General Fund.

**NOTIFICATION**

Notices for NSP2 were published in accordance with HUD requirements and the City's normal notification procedure.

**ATTACHMENTS/EXHIBITS**

ATTACHMENT A: Resolution No. 2009-75  
 ATTACHMENT B: Consortium Agreement

Prepared By:  
 Barry Foster  
 Economic Development Director



**RESOLUTION NO. 2009-75**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY APPROVING THE SUBMITTAL OF AN APPLICATION FOR THE COMPETITIVE NEIGHBORHOOD STABILIZATION PROGRAM (NSP2) FUNDS**

**WHEREAS**, the American Recovery and Reinvestment Act of 2009 (Recovery Act) appropriated \$1.93 billion in competitive Neighborhood Stabilization Program (NSP2) funds and the Recovery Act directed the United States Department of Housing and Urban Development (HUD) to distribute the funds to eligible cities; and

**WHEREAS**, on May 4, 2009 the HUD released the Notice of Funding Availability (NOFA) for the second round of the NSP funds commonly referred to as NSP2; and

**WHEREAS**, the funds available pursuant to the Recovery Act have a clear purpose to arrest neighborhood decline and to stabilize the neighborhood and position it for a sustainable role in a revitalized community, and

**WHEREAS**, the City of Moreno Valley, is applying for \$10,000,000 in NSP2 funds and intends to submit a formal application to HUD by the filing deadline of July 17, 2009; and

**WHEREAS**, HUD requires the City to apply for NSP2 funds through the submittal of an application.

**NOW THEREFORE**, THE City Council of the City of Moreno Valley DOES HEREBY RESOLVE as follows:

**SECTION 1.** That the application for the competitive Neighborhood Stabilization Program (NSP2) is hereby adopted and the City Council DOES HEREBY AUTHORIZE the City Manager to be the official representative of the City of Moreno Valley to submit the application for NSP2 funds as required by HUD.

**SECTION 2.** That the City Council DOES HEREBY AUTHORIZE the City Manager or his designee to be the official representative of the City of Moreno Valley to submit required environmental documentation for NSP2 funds.

**SECTION 3.** That the City Council DOES HEREBY AUTHORIZE the City Manager, or his designee, to be the official representative of the City of Moreno Valley to submit the application and to execute all implementing documents.

**SECTION 4.** That the application for NSP2 funds in the amount of \$10,000,000 is hereby adopted.

APPROVED AND ADOPTED this 14<sup>th</sup> day of July, 2009.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

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

STATE OF CALIFORNIA)  
COUNTY OF RIVERSIDE)  
CITY OF MORENO VALLEY)

I, \_\_\_\_\_, City Clerk of the City of Moreno Valley, HEREBY DO CERTIFY that the foregoing resolution was duly adopted at a regular meeting of the City Council of the City of Moreno Valley, held on the 14<sup>th</sup> day of July 2009.

AYES:            COUNCILMEMBERS:

NOES:           COUNCILMEMBERS:

ABSENT:        COUNCILMEMBERS:

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CITY CLERK OF THE CITY OF MORENO VALLEY

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## CONSORTIUM AGREEMENT

### Consortium Among the City of Moreno Valley, the City of Hemet, Neighborhood Partnership Housing Services and Various Private Developers

#### Neighborhood Stabilization Program II, Consortium Agreement

THIS AGREEMENT (“Agreement”) made and entered into by and among: (i) the City of Moreno Valley (“Moreno Valley”), (ii) the City of Hemet (“Hemet,” and together with Moreno Valley, the “Cities”), (iii) Neighborhood Partnership Housing Services, a nonprofit public benefit corporation (“NPHS”), (iv) certain private developers selected by Moreno Valley and enumerated in Exhibit “C” hereto (the “MV Development Partners”), and (v) certain private developers selected by Hemet and enumerated in Exhibit “D” hereto (the “Hemet Development Partners.” Moreno Valley, Hemet, NPHS, the Moreno Valley Development Partners and the Hemet Development Partners collectively constitute the “Parties”).

WHEREAS, each of Moreno Valley and Hemet is a municipal corporation, duly formed under the laws of the State of California; and

WHEREAS, the Cities agree that it is desirable and in the interests of their citizens to secure approval by the federal government to be considered as a consortium under the federal Neighborhood Stabilization Program II operated by the U.S. Department of Housing and Urban Development as authorized under, collectively, the American Reinvestment and Recovery Act of 2009 (Public Law 111-005) (the “Recovery Act”) and Division B, Title III of the Housing and Economic Recovery Act of 2008 (Public Law 110-289) (“HERA”) as amended; and

WHEREAS, NPHS is supportive of the goals and objectives of the Cities as described above and is ready, willing and able to provide certain services as provided hereunder, and, further, whereas each of the MV Development Partners and the Hemet Development Partners (collectively, the “Developers”) is ready, willing and able to and commit to undertake those activities as described hereunder to be performed by each such developer, respectively:

NOW, THEREFORE, the Cities, NPHS and the Developers agree as follows:

#### **Section 1. Definitions**

The definitions contained in 24 CFR Part 92, Subpart A, paragraph 92.2 are incorporated herein by reference and made a part hereof, and the terms defined in this section have the following meanings given them:

A. “Acts” means the Recovery Act and HERA, as amended to the extent these provide for the NSP II Program.

B. “CDBG Program” means the Community Development Block Grant Program, 42 U.S.C. § 5301, *et seq.*, as such program now exists and as it may hereafter be amended.

C. “Federal Neighborhood Stabilization Program II” or “NSP II Program” means a procedure established for the use of funds made available from HUD through the Acts to carry out

multi-year housing strategies through assistance to first-time homebuyers and existing homeowners, property acquisition, rehabilitation and new construction of housing, site improvements, tenant-based rental assistance, demolition, relocation expenses and other reasonable and necessary expenses related to the development of affordable housing.

D. “HUD” means the United States Department of Housing and Urban Development.

E. “Internal Auditor” means, collectively, the following: (i) the Senior Financial Analyst employed by and on staff within Moreno Valley’s Economic Development Department who has been assigned the duty to perform internal audits of and monitor grant programs; and (ii) Moreno Valley’s Financial and Administrative Services Director, or his or her designee.

F. “Regulations” means the statutory and regulatory provisions governing the CDBBG Program, including without limitation those at 24 CFR Part 570, Subparts A, C, D, J, K, and O, as appropriate, excepting to the extent waivers and alternate requirements are made applicable in accordance with the NOFA and the NSP II Program (including such implementing regulations as may be promulgated from time to time by HUD) and each of 24 CFR Part 570, Subpart K, 570.601 (affirmatively further fair housing), 24 CFR Part 570, Subpart K, 570.601 (nondiscrimination), 24 CFR Part 570, Subpart K, 570.607 (equal employment), 24 CFR 570 Subpart K, 570.670 (contracting opportunities), 24 CFR Part 570, Subpart K, 570.609 (use of debarred, suspended or ineligible contractors), 24 CFR Part 570, Subpart K 570.603 (labor standards) and 24 CFR Part 570, Subpart K, 570.608 (lead base paint).

G. “Federal HUD Consortium” means a consortium of units of general local governments bound by the terms of a NSP II Consortium Agreement for the purpose of participating in the Federal Neighborhood Stabilization Program II and receiving funds as authorized in the Federal Program Regulations.

H. “Federal Program Requirements” means documents issued by the U.S. Department of Housing and Urban Development describing the regulations and requirements of the Neighborhood Stabilization Program II in order for funds to be awarded to participating jurisdictions as authorized in the Acts and the NOFA.

I. “Lead Entity” means the party that has been designated to act in a representative capacity for all Parties to this Agreement and that has assumed overall responsibility for ensuring that MVHC complies with all requirements of the NSP II Program.

J. “MVHC Plan” refers to the plan promulgated and adopted by the Cities and approved by the Parties hereto and set forth as Exhibit “A” hereto, as such plan may from time to time be amended; provided that any such amendment(s) shall not be inconsistent with the NSP II Program or the Federal Program Regulations.

K. “MVHC Program” means the program operated by the Cities in implementation of the MVHC Plan.

L. “NOFA” means the Notice of Funding Availability for the Neighborhood Stabilization Program II under the American Recovery and Reinvestment Act, 2009 [Docket No. FR-5321-N-01] as promulgated by HUD. The NOFA is deemed to be incorporated herein and constitutes a part of this Agreement as effectively as if set forth at length herein.

## **Section 2. Purpose**

This Agreement is to form a Consortium of certain units of general local government within Riverside County, California, together with NPFS, which is a nonprofit public benefit corporation, and certain for-profit developers, for designation as a Federal HUD Consortium under the Acts and the Federal Program Requirements of the Acts. Said Consortium is known and hereinafter may be referred to as the Moreno Valley-Hemet Consortium (herein, "MVHC").

## **Section 3. Agreement**

A. The term of this Agreement begins with the effective date of July 14, 2009 and ends June 30, 2013. Subject to the requirements of Paragraph D of this Section, the Cities, NPFS and the Developers agree that the terms of this Agreement cover the period necessary to carry out all activities that will be funded from funds awarded during three federal fiscal years and that all members of MVHC will remain in MVHC for the entire period during which any NSP II Program funds have been received by one or more of the Parties but have not been fully expended. The Agreement remains in effect until the NSP II funds from each of the federal fiscal years of the qualification period are closed out (including, without limitation, with respect to program income, if any, and the provisions of the Acts, the Federal Program Regulations and the NOFA in relation thereto).

B. The MVHC Program Review Committee is authorized to provide policy oversight for planning, operations, and evaluation of MVHC and the Neighborhood Stabilization Program II. The City Manager from each participating unit of local government (namely, Moreno Valley and Hemet) shall designate two (2) representatives from economic development or housing staff to be a member. The proposed Neighborhood Stabilization Program II design will define a strategy in sufficient detail to accommodate the collective and individual needs and priorities of the Cities. The MVHC Program Review Committee shall also review the MVHC Plan Update each year and any amendments needed, and present these changes and amendments to the elected boards of the Cities and to the authorized signatories of each of the other Parties for approval and submission to HUD. All consortium members must approve the Neighborhood Stabilization Program II design and any MVHC Plan amendments prior to their submission to HUD.

C. The Cities, NPFS and the Developers mutually agree that Moreno Valley shall act as the Lead Entity in a representative capacity for all members of MVHC for the purposes of the Acts and as further defined in the Federal Program Requirements for funding provided directly by HUD. Moreno Valley, in its capacity as lead entity, is authorized to enter into an agreement with HUD. The City Manager of Moreno Valley, as the designee of the Mayor and City Council of the City of Moreno Valley), acting on behalf of MVHC, is authorized to submit an application for funding under the federal Neighborhood Stabilization Program II, consistent with the approved Neighborhood Stabilization Program II design for each year. Moreno Valley, as Lead Entity, is authorized to enter into agreements with non-profit organizations receiving funding under an approved Neighborhood Stabilization Program II design.

D. The Cities, NPFS and the Developer mutually agree that Moreno Valley as Lead Entity shall assume overall responsibility for ensuring that the MVHC Neighborhood Stabilization Program II meets the requirements concerning the MVHC Plan in accordance with the Regulations; and further, ensuring that the MVHC Neighborhood Stabilization Program II is carried out in compliance with the requirements of the Acts, the Regulations and the Federal Program

Requirements. Hemet, NPHS and the Developers agree to assist Moreno Valley in maintaining compliance with the Acts, the Regulations, and the State and Federal Program Requirements for the full compliance period, extending to and continuing beyond the expiration of this Agreement.

E. If any new entities join MVHC, Moreno Valley as Lead Entity agrees to notify HUD in writing and to provide a copy of the authorizing resolution from the new members' governing body and an amendment to this Agreement signed by the chief executive officer of the new member. Moreno Valley, as Lead Entity, is authorized by this agreement to amend this Agreement on behalf of the entire consortium to add new members to MVHC.

F. The Cities, NPHS and the Developers mutually agree that the MVHC's Neighborhood Stabilization Program II will provide fair and ample opportunity for all members of the consortium to access the funding brought to it in an amount that shall be determined by the State, and that the Cities, NPHS and the Developers shall be given ample opportunity to comment on and approve the distribution of all funding made available through the MVHC. The Parties further agree that the Developers and NPHS shall have no vested rights hereunder.

G. The Parties agree: (i) Moreno Valley will, on behalf of the Parties, apply (on behalf of such Parties) under the NSP II Program for financial participation as generally described herein; (ii) to cooperatively carry out the MVHC Program if funded; (iii) Moreno Valley is the lead applicant (also referred to as "Lead Entity" herein); (iv) to the extent necessary to conform to the requirements of the NSP II Program, the Parties hereto hereby authorize such activities as are necessary to conform to the requirements of the NSP II Program; (v) to comply with the NSP II Program and to provide such certifications as are required under the NSP II Program, including, without limitation, all applicable requirements as set forth in or incorporated by reference in the NOFA (including, without limitation, those certificates set forth in Appendix 4 to the NOFA).

H. Moreno Valley as Lead Entity will finance the costs of administering the Neighborhood Stabilization Program II for MVHC to the extent of appropriations.

I. Upon receipt of approval of this Agreement by HUD, each of the Cities will work diligently to negotiate, prepare and enter into a consortium funding agreement or agreements; consortium funding agreements will be executed on or before December 1, 2009. Moreno Valley, as the Lead Member, will enter into a separate consortium funding agreement with each member of the consortium.

J. The allocation of NSP II funding received by the MVHC will be allocated in accordance with the following percentages: Moreno Valley: 70%; Hemet: 30% (excepting as to administrative expenses and the funding therefor, which shall be allocated 75% to Moreno Valley and 25% to Hemet), or as otherwise agreed by Moreno Valley and Hemet.

K. NSP II funds invested in affordable housing shall be repaid if the housing does not meet the affordability requirements of the Regulations or if the housing ceases to qualify as affordable housing before the period of affordability expires. If HUD, in accordance with the Regulations, requires MVHC to repay NSP II funds awarded, each of the Cities, NPHS and the Developers agrees that the payments will be made in accordance with the formula specified in Paragraph H of this Section to the extent funds therefore received conform to such percentages (and, if they do not, then based upon the actual percentages as to amounts received).



L. Any repayment of NSP II funds, loans or other program income generated from funds received through the Neighborhood Stabilization Program II, shall be returned to Moreno Valley, as Lead Entity, and reallocated by the MVHC Review Committee at a time or times following receipt of the repayments or other program income, to the extent allowed by the Regulations and Federal Program Requirements.

M. The Cities, NPHS and the Developers agree to comply with all Regulations and Federal Program Requirements.

N. This Agreement shall be executed by the appropriate officers of the Cities, NPHS and the Developers pursuant to authority granted them by their governing bodies or as otherwise provided by law or under the articles or bylaws of the particular Party.

O. To the maximum extent permitted by law, each private party to this Agreement shall indemnify and hold harmless all other parties to this Agreement, and their officers, officials, and employees, from and against any and all costs, damages, liabilities, claims, losses, judgments or expenses, including reasonable attorneys fees, arising in any manner from or as a result of any activities by or on behalf of the parties under this Agreement, provided, however, that nothing in this paragraph indemnifies and holds harmless Moreno Valley or Hemet from and against any costs, damages, liabilities, claims, losses, judgments or expenses, including reasonable attorneys fees, which are solely caused by the gross negligence or willful acts of Moreno Valley or Hemet, or their respective officers, officials, and employees. Moreno Valley agrees to defend, indemnify and hold harmless Hemet from and against liabilities or claims arising from activities occurring within the territorial limits of Moreno Valley (or otherwise engaged in by Moreno Valley), and Hemet agrees to defend, indemnify and hold harmless Hemet from and against liabilities or claims arising from activities occurring within the territorial Moreno Valley of Hemet (or otherwise engaged in by Hemet).

P. The Cities, NPHS and the Developers certify that they will adhere to all federal and state regulations pertaining to the disposition of real property, if any real property is acquired by Moreno Valley, Hemet and/or any Party hereto with funds authorized under the Federal Neighborhood Stabilization Program II Requirements.

Q. Moreno Valley shall inform Hemet as to any income generated by the expenditure of NSP II funds received by Moreno Valley and Hemet shall inform Moreno Valley as to any income generated by the expenditure of NSP funds received by Hemet.

All program income generated from activities within Moreno Valley will be retained by Moreno Valley, including 100% of the allowed 10% allocation for administration. All program income generated from activities within Hemet will be allocated to Hemet, except that the 10% allocation for administration will be distributed 75% to Hemet and 25% to Moreno Valley.

Moreno Valley shall be responsible for monitoring and reporting to HUD on the use of any such program income as received by Moreno Valley; Hemet shall be responsible for monitoring and reporting to HUD on the use of any such program income as received by Hemet, but Hemet shall coordinate such reporting through Moreno Valley as Lead Agency.

Program income shall be used for additional NSP II eligible activities.

R. This Agreement shall be construed in accordance with and governed by federal law and by the laws of the State of California not inconsistent with federal law. Any litigation arising out of this Agreement shall be brought in courts sitting in California, with venue in Riverside County.

S. This Agreement shall be amended by mutual agreement of all parties in writing.

T. MVHC and the parties to this agreement are bound by the terms of this Agreement for the purpose of participating in the Federal Neighborhood Stabilization Program II and agree to cooperate to undertake or to assist in undertaking housing assistance activities for the Federal Neighborhood Stabilization Program II, and agree to receive funds as authorized in the Federal Program Regulations. In the event MVHC qualifies as a Federal HUD Consortium, the parties of this agreement will consider any additional amendments to the Agreement necessary to apply for funds under the Federal Program Requirements.

U. The Cities, and as applicable, the other Parties, shall comply with the audit requirements of the Office of Management and Budget, OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations" and shall provide a copy of all required audits to Moreno Valley as Lead Entity. All required audits shall include a supplementary schedule showing all revenues and expenditures of NSP II funds for the year and shall meet the requirements of Government Code Section 6505. Additionally, the Parties consent to and authorize the Internal Auditor to carry out and perform internal audits of any activity funded or assisted by funds received pursuant to the NSP II Program.

V. This Agreement shall be binding upon the parties hereto and their successors and assigns.

W. This Agreement incorporates all terms of agreement among the Parties and supersedes any discussion or other writings with respect to the subject matter hereof. This Agreement consists of nine (9) pages and Exhibits A, B, C and D, which exhibits are incorporated by reference herein and constitute part of this Agreement.

V. The Cities, NPHS and the Developers agree to cooperate in the implementation of the Federal and State Programs and to cooperate in the preparation of the MVHC Plan in accordance with the Regulations. The Cities, NPHS and the Developers shall execute and submit the required certifications, and shall prepare and submit its plan for monitoring compliance with the MVHC Plan.

#### **Section 4. Execution**

A. The Cities, NPHS and the Developers have signed this Agreement, and all governing boards have duly approved this Agreement and pursuant to such approval and the proper officials having signed this Agreement, the parties hereto agree to be bound by the provisions herein set forth. The terms and provisions of this Agreement are authorized by applicable laws and regulations.

The Cities, NPHS and the Developers have authorized this Agreement to be duly executed under seal and have set their hands and seals on the day and year specified below.

IN WITNESS WHEREOF, the parties hereto have caused the above and foregoing Agreement to be executed by their respective and duly authorized representatives.

CITY OF MORENO VALLEY,  
a municipal corporation

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

ATTEST:

\_\_\_\_\_  
Jane Halstead, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  
City of Moreno Valley

CITY OF HEMET,  
a municipal corporation

By: \_\_\_\_\_  
Eric McBride  
Mayor

ATTEST:

\_\_\_\_\_  
Sarah McComas, Acting City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: City Attorney

(signatures continue on following page)

NEIGHBORHOOD PARTNERSHIP HOUSING  
SERVICES,  
a California nonprofit public benefit corporation

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

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

[signatures of MV Development Partners and Hemet Developer Partners to follow on pages 8  
and 9]

**EXHIBIT A**

**MVHC PROGRAM**

[to come]

## EXHIBIT B

### COMMITMENT OF NEIGHBORHOOD PARTNERSHIP HOUSING SERVICES

The City of Moreno Valley ("Moreno Valley") and the City of Hemet ("Hemet" and, together with Moreno Valley, the Cities) have made available a draft Consortium Agreement, dated for purposes of identification as \_\_\_\_\_, 2009 (the "Consortium Agreement"). Neighborhood Partnership Housing Services, a California nonprofit public benefit corporation ("NPHS") intends by this commitment to be bound to provide those services as described herein.

NPHS is an experienced provider of advisory services to homeowners, including: a) advice to owners of properties which are subject to or are threatened with foreclosure proceedings; b) former owners of properties which have been foreclosed; and c) homebuyer education. NPHS is a HUD-approved homebuyer educator. NPHS will provide services as described in a, b, and c of this paragraph to the extent directed by Moreno Valley as Lead Agency (and/or, with the consent of Moreno Valley, Hemet).

As a HUD approved counseling agency and an affiliate of Neighborworks Network, NPHS is a local Inland Empire nonprofit community development organization which is dedicated to building stronger communities by providing down payment assistance, homebuyer education, homeownership retention counseling (foreclosure intervention counseling), financial literacy workshops and neighborhood revitalization services for families in the Inland Empire.

NPHS agrees to be a part of this Consortium Agreement and is committing to offer these services to both Moreno Valley and Hemet. NPHS has assisted more than 1,000 homeowners improve their homes to a safe, livable condition (eliminating many health and safety issues); assisted more than 1,500 families achieve their dream of homeownership; educated more than 8,000 families in pre and post-homeownership education issues (financial literacy, homebuyer education, post purchase counseling, default/foreclosure prevention, home maintenance, and, insurance education); conducted more than 100 neighborhood events. In 2008, due to the high foreclosure rates in the Inland Empire, NPHS increased its staff capacity and provided foreclosure prevention counseling to 515 families and prevented 125 foreclosures.

Key personnel whose services will be available in connection with the implementation of the Consortium Agreement and the MVHC Program include:

A brief description of the experience, background and qualifications is as follows:

On behalf of NPHS, the undersigned acknowledges and agrees that it has been provided with a copy of the Consortium Agreement, has reviewed such Consortium Agreement and agrees and commits to provide the services described above. If requested to do so by HUD or by Moreno Valley, NPHS will execute the Consortium Agreement. Upon receipt of request therefor from Moreno Valley or Hemet, NPHS will enter into addenda and supplemental agreements which further set forth its duties hereunder.

NEIGHBORHOOD PARTNERSHIP HOUSING SERVICES,  
a California nonprofit public benefit corporation

\_\_\_\_\_  
Jed Davis, Executive Director

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

EXHIBIT C

COMMITMENTS OF MV DEVELOPMENT PARTNERS

COMMITMENT OF \_\_\_\_\_ (MV DEVELOPER SF1)

Commitment of \_\_\_\_\_ ("MV Developer SF1")

The City of Moreno Valley ("Moreno Valley") and the City of Hemet ("Hemet" and, together with Moreno Valley, the Cities) have made available a draft Consortium Agreement, dated for purposes of identification as \_\_\_\_\_, 2009 (the "Consortium Agreement"). \_\_\_\_\_ ("MV Developer SF1") is a \_\_\_\_\_. MV Developer SF1 intends by this commitment to be bound to provide such services as described herein.

MV Developer SF1 is experienced as a developer of single-family residences, including the acquisition and rehabilitation of single-family residences. MV Developer SF1 has constructed \_\_\_\_\_ units in the 5-year period preceding July 1, 2009; during that same period, MV Developer SF1 has acquired and rehabilitated approximately \_\_\_\_\_ single-family dwelling units, \_\_\_\_\_ multifamily units, and has managed \_\_\_\_\_ single-family units and \_\_\_\_\_ multifamily units. MV Developer SF1 will acquire, rehabilitate and sell single-family properties within Moreno Valley, as directed by Moreno Valley, consistent with the rules and procedures of the NPS II Program and the MVHC Program. Within the last twenty-four (24) months preceding the date of this Commitment, MV Developer SF 1 has [developed \_\_\_\_\_ single-family units in southern California].

Key personnel whose services will be available in connection with the implementation of the Consortium Agreement and the MVHC Program include:

A brief description of the experience, background and qualifications is as follows:

On behalf of MV Developer SF1, the undersigned acknowledges and agrees that it has been provided with a copy of the Consortium Agreement, has reviewed such Consortium Agreement and agrees and commits to provide the services described above. If requested to do so by HUD or by Moreno Valley, MV Developer SF1 will re-execute the Consortium Agreement and will further execute addenda or supplemental agreements to implement the provisions thereof. MV Developer SF1 will comply with all aspects of the request for qualification circulated in connection with the MVHC Plan with respect to the activities described herein.



MV DEVELOPER SF1

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

Its: \_\_\_\_\_

COMMITMENT OF \_\_\_\_\_ (MV DEVELOPER MF1)

Commitment of \_\_\_\_\_ ("MV Developer MF1")

The City of Moreno Valley ("Moreno Valley") and the City of Hemet ("Hemet" and, together with Moreno Valley, the Cities) have made available a draft Consortium Agreement, dated for purposes of identification as \_\_\_\_\_, 2009 (the "Consortium Agreement").

\_\_\_\_\_ ("MV Developer MF1") is a \_\_\_\_\_ . MV Developer MF1 intends by this commitment to be bound to provide such services as described herein.

MV Developer MF1 is experienced as a developer of multi-family housing projects, including the acquisition and rehabilitation of multi-family housing facilities. MV Developer MF1 has constructed \_\_\_\_\_ multi-family units in the 5-year period preceding July 1, 2009 and has acquired and rehabilitated approximately \_\_\_\_\_ multi-family housing units; during that same period, MV Developer MF1 has acquired and rehabilitated approximately \_\_\_\_\_ single-family dwelling units, and has managed \_\_\_\_\_ single-family units and \_\_\_\_\_ multifamily units. MV Developer MF1 will acquire, rehabilitate and sell single-family properties within Moreno Valley, as directed by Moreno Valley, consistent with the rules and procedures of the NPS II Program and the MVHC Program. Within the last twenty-four (24) months preceding the date of this Commitment, MV Developer MF 1 has [developed/acquired and rehabilitated \_\_\_\_\_ multi-family units in southern California].

Key personnel whose services will be available in connection with the implementation of the Consortium Agreement and the MVHC Program include:

A brief description of the experience, background and qualifications is as follows:

On behalf of MV Developer MF1, the undersigned acknowledges and agrees that it has been provided with a copy of the Consortium Agreement, has reviewed such Consortium Agreement and agrees and commits to provide the services described above. If requested to do so by HUD or by Moreno Valley, MV Developer MF1 will re-execute the Consortium Agreement and will further execute addenda or supplemental agreements to implement the provisions thereof. MV Developer MF1 will comply with all aspects of the request for qualification circulated in connection with the MVHC Plan with respect to the activities described herein.

MV DEVELOPER MF1

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

Its: \_\_\_\_\_

EXHIBIT D

COMMITMENTS OF HEMET DEVELOPMENT PARTNERS

COMMITMENT OF \_\_\_\_\_ (HEMET DEVELOPER SF1)

Commitment of \_\_\_\_\_ ("Hemet Developer SF1")

The City of Moreno Valley ("Moreno Valley") and the City of Hemet ("Hemet" and, together with Moreno Valley, the Cities) have made available a draft Consortium Agreement, dated for purposes of identification as \_\_\_\_\_, 2009 (the "Consortium Agreement"). \_\_\_\_\_ ("Hemet Developer SF1") is a \_\_\_\_\_. Hemet Developer SF1 intends by this commitment to be bound to provide such services as described herein.

Hemet Developer SF1 is experienced as a developer of single-family residences, including the acquisition and rehabilitation of single-family residences. Hemet Developer SF1 has constructed \_\_\_\_\_ units in the 5-year period preceding July 1, 2009; during that same period, Hemet Developer SF1 has acquired and rehabilitated approximately \_\_\_\_\_ single-family dwelling units, \_\_\_\_\_ multifamily units, and has managed \_\_\_\_\_ single-family units and \_\_\_\_\_ multifamily units. Hemet Developer SF1 will acquire, rehabilitate and sell single-family properties within Hemet, as directed by Hemet, consistent with the rules and procedures of the NPS II Program and the MVHC Program. Within the last twenty-four (24) months preceding the date of this Commitment, Hemet Developer SF 1 has [developed \_\_\_\_\_ single-family units in southern California].

Key personnel whose services will be available in connection with the implementation of the Consortium Agreement and the MVHC Program include:

A brief description of the experience, background and qualifications is as follows:

On behalf of Hemet Developer SF1, the undersigned acknowledges and agrees that it has been provided with a copy of the Consortium Agreement, has reviewed such Consortium Agreement and agrees and commits to provide the services described above. If requested to do so by HUD, Hemet or Moreno Valley, Hemet Developer SF1 will re-execute the Consortium Agreement and will further execute addenda or supplemental agreements to implement the provisions thereof. Hemet Developer SF1 will comply with all aspects of the request for qualification circulated in connection with the MVHC Plan with respect to the activities described herein.

HEMET DEVELOPER SF1

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

Its: \_\_\_\_\_

COMMITMENT OF \_\_\_\_\_ (HEMET DEVELOPER MF1)

Commitment of \_\_\_\_\_ ("Hemet Developer MF1")

The City of Moreno Valley ("Moreno Valley") and the City of Hemet ("Hemet" and, together with Moreno Valley, the Cities) have made available a draft Consortium Agreement, dated for purposes of identification as \_\_\_\_\_, 2009 (the "Consortium Agreement").

\_\_\_\_\_ ("Hemet Developer MF1") is a \_\_\_\_\_. Hemet Developer MF1 intends by this commitment to be bound to provide such services as described herein.

Hemet Developer MF1 is experienced as a developer of multi-family housing projects, including the acquisition and rehabilitation of multi-family housing facilities. Hemet Developer MF1 has constructed \_\_\_\_\_ multi-family units in the 5-year period preceding July 1, 2009 and has acquired and rehabilitated approximately \_\_\_\_\_ multi-family housing units; during that same period, Hemet Developer MF1 has acquired and rehabilitated approximately \_\_\_\_\_ single-family dwelling units, and has managed \_\_\_\_\_ single-family units and \_\_\_\_\_ multifamily units. Hemet Developer MF1 will acquire, rehabilitate and sell single-family properties within Hemet, as directed by Hemet, consistent with the rules and procedures of the NPS II Program and the MVHC Program. Within the last twenty-four (24) months preceding the date of this Commitment, MV Developer MF 1 has [developed/acquired and rehabilitated \_\_\_\_\_ multi-family units in southern California].

Key personnel whose services will be available in connection with the implementation of the Consortium Agreement and the MVHC Program include:

A brief description of the experience, background and qualifications is as follows:

On behalf of Hemet Developer MF1, the undersigned acknowledges and agrees that it has been provided with a copy of the Consortium Agreement, has reviewed such Consortium Agreement and agrees and commits to provide the services described above. If requested to do so by HUD, Hemet or Moreno Valley, Hemet Developer MF1 will re-execute the Consortium Agreement and will further execute addenda or supplemental agreements to implement the provisions thereof. Hemet Developer SF1 will comply with all aspects of the request for qualification circulated in connection with the MVHC Plan with respect to the activities described herein.

HEMET DEVELOPER MF1

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

Its: \_\_\_\_\_

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**SOUTHERN CALIFORNIA EDISON (SCE) UPDATE**  
**(Oral Presentation by Raymond Hicks, Region Manager)**

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# **State of the Utility System in the City of Moreno Valley Southern California Edison**

Local Public Affairs  
Ray Hicks

July 14, 2009



# SCE: Investing in the Future

- 45,000 - 50,000 new customers annually, historically
- 12,000 new customers expected in 2009 due to economic downturn
- Invest \$20 billion during next five years for grid enhancements and advance technologies that will improve service reliability and reduce our dependency on foreign oil

Grid improvements include:

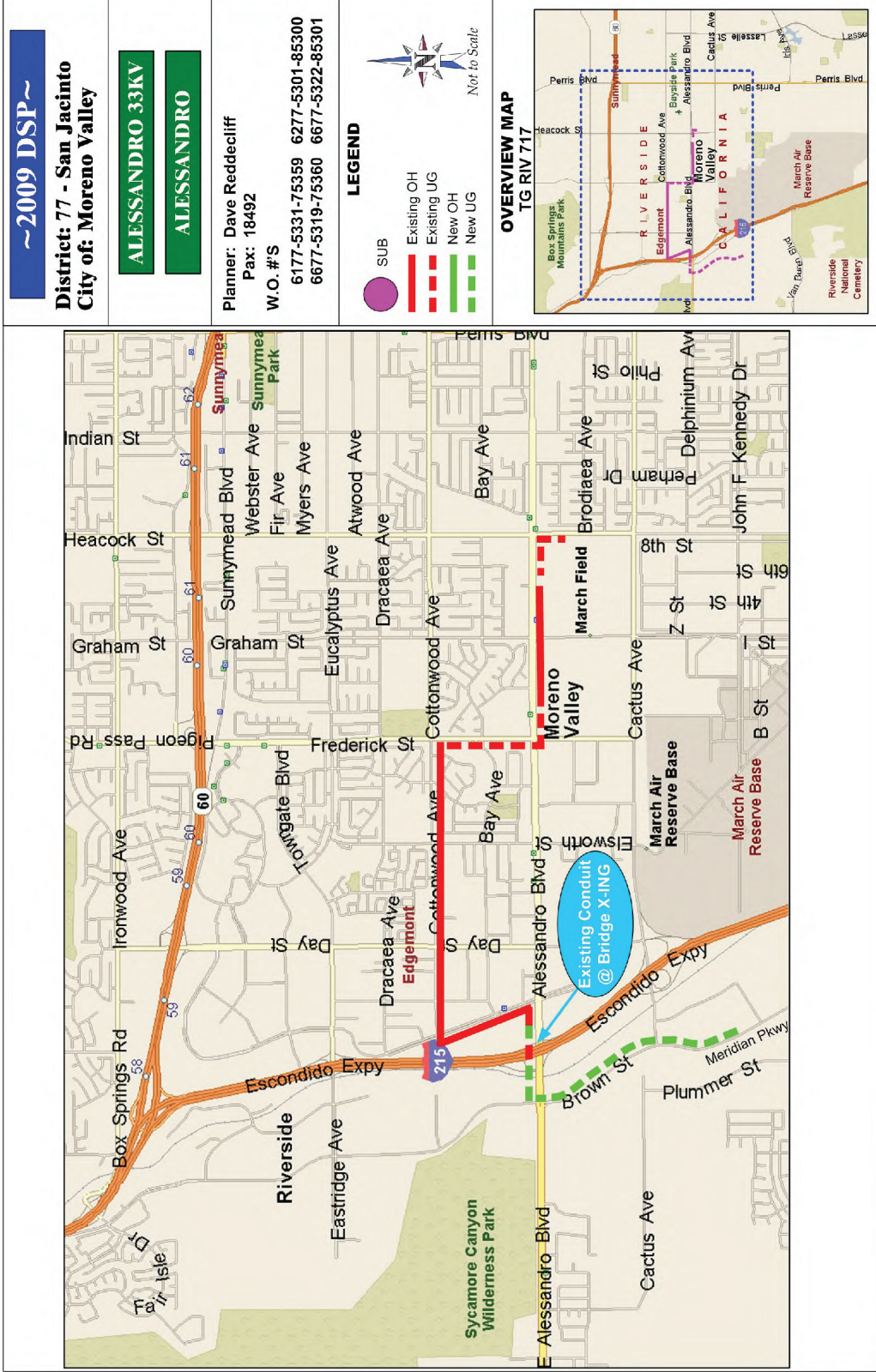
- Installing new poles and wires and constructing new substations
- Installing more than five million new technologically advanced meters



# SCE Investment in the City of Moreno Valley

- 2009-2010
  - In the City of Moreno Valley, SCE is investing or planning to invest, build, and construct....
  - 2009 Alessandro 12kV Circuit
  - Rule 20A Alessandro Blvd. Chagall Court/Graham circuit Sub.
  - Rule 20A Plummer 12 kV Circuit out of Cajalco Substation
  - Work with city staff on :
    - Streetlight issue.
    - Nason Street Project.
    - Community Energy Partnership – 482,790 kWh saved (\$72,000)
  - Franchise payment for last year paid to the City of Moreno Valley in the amount of \$948,885.08.

# Alessandro Circuit



# CA Environmental Energy Policies



**AB 32 CA Global Warming Solutions Act of 2006**  
33% renewable portfolio standard by 2020



**SB 1078 and AB 380**  
20% renewable generation by 2010



**SB 1368**  
Greenhouse Gas Emissions Performance Standard

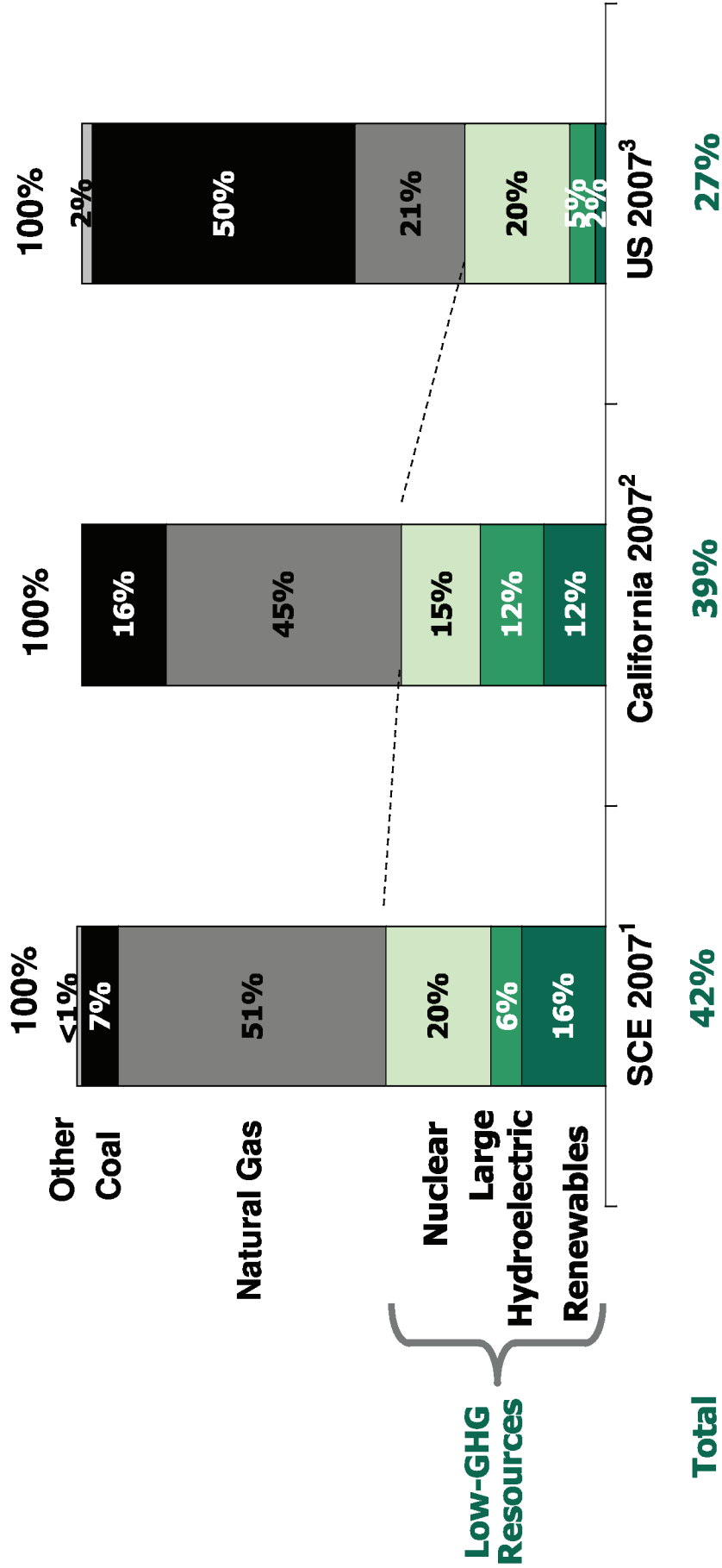
# Leader in Procuring Clean, Renewable Energy



**SCE has the largest portfolio of renewable generation in the nation**



# SCE's Diverse Portfolio: Power Mix Comparison

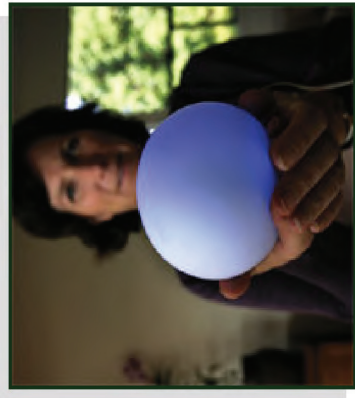


**SCE's generation resource portfolio creates lower rates of carbon emissions than the California average and much lower than the national average**



<sup>1</sup> SCE's 2007 Annual Power Content Label, computed according to CEC methodology and included in customer bills.  
<sup>2</sup> CEC's 2007 Net System Power Report, April 2008, Table 2.  
<sup>3</sup> Energy Information Administration Form EIA-906 and EIA-920 databases for December 2007.

# SCE Energy-Efficiency Programs and Services

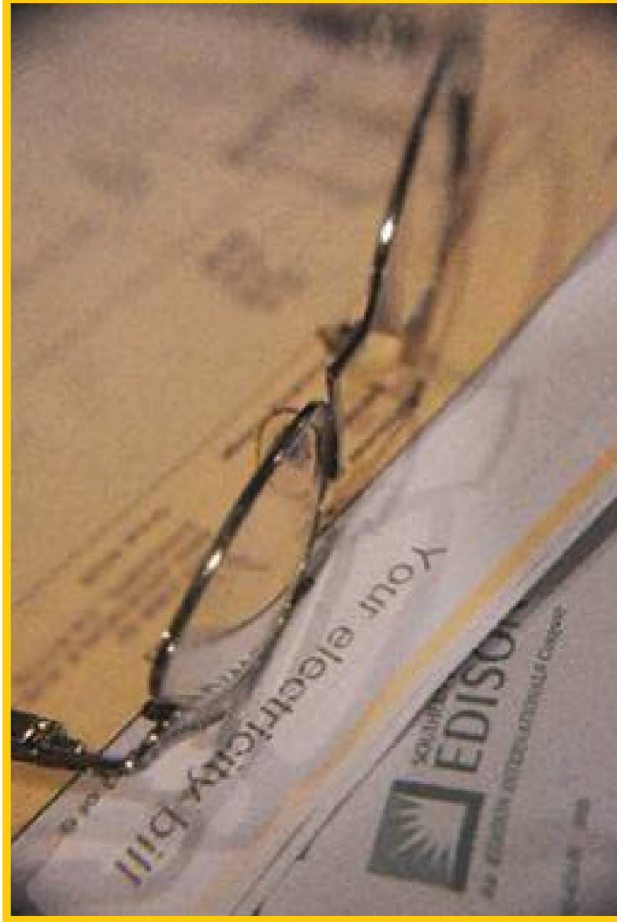


- Award-winning, energy saving customer programs for homes and businesses
- Energy-efficiency rebates for pool equipment, heating and air conditioning, lighting and appliances
- CARE and FERA Programs to provide financial relief for income-qualified households
- Local government energy partnerships



# 2009 SCE Rate Forecast

- Electric rates are increasing nation-wide
- Rate changes will help SCE maintain reliability while building a cleaner, smarter more efficient electric grid for the future
- Increases will vary according to customer type and usage
- SCE always looks to reduce its operational costs before seeking rate increases
- SCE offers many money-saving, energy-efficiency and conservation programs and services



# Current & Projected Rates

Illustrative Bundled Avg. rates						
	Dec-08	Apr-09	Oct-09	2010	2011	
<b>Domestic</b>	14.9	15.5	16.0	17.5	18.7	
<b>Lighting -SM Med Power</b>	14.6	15.0	15.2	16.5	17.7	
GS-1	16.9	17.3	17.2	18.8	20.1	
TC-1	14.6	15.2	16.2	17.8	18.9	
GS-2	14.5	15.1	15.6	16.9	18.2	
TOU-GS-3	13.0	13.4	13.1	14.3	15.3	
Group Total	14.5	15.0	15.2	16.5	17.7	
<b>Large Power</b>						
TOU-8-Sec	12.4	12.5	12.5	13.6	14.6	
TOU-8-Pri	11.7	11.8	11.5	12.4	13.4	
TOU-8-Sub	7.6	7.5	8.2	8.8	9.5	
Group Total	10.8	10.7	10.9	11.8	12.7	
<b>Agricultural &amp; Pumping</b>	11.2	10.9	11.7	12.7	13.6	
<b>Street &amp; Area Lighting</b>	18.6	19.2	19.6	20.6	21.1	
<b>Total</b>	13.7	14.1	14.3	15.6	16.7	

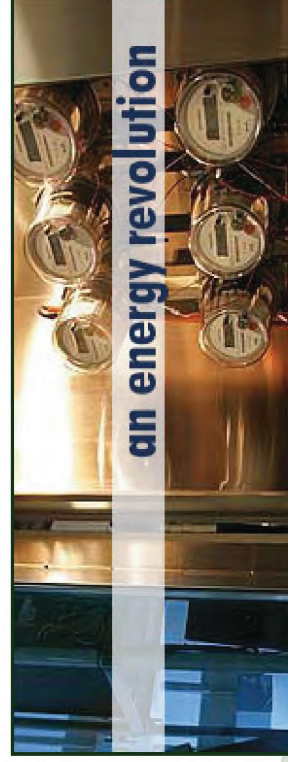
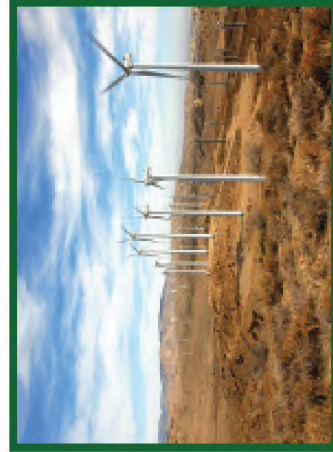
# Summary

- SCE is streamlining its operations and enhancing its electric grid to make it cleaner and smarter to meet the regions' ever increasing demand for power
- We will continue to be a leader in procuring power from renewable generation sources to protect the environment and reduce the state and the nation's dependency on foreign oil
- To help our customers use energy wisely and lower their electric bills, SCE offers a variety of conservation tips and energy-efficiency programs and services
- We are committed to partnering with city leaders, civic and community-based organizations, business owners and residents to reduce or eliminate the impact of project operations on local communities

## For more information:

Please visit [www.sce.com](http://www.sce.com) or call me: (951) 928-8238

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**CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES  
July 14, 2009**

- a) 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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