



**REVISED AGENDA
NOTICE AND CALL OF SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF MORENO VALLEY
MORENO VALLEY COMMUNITY SERVICES DISTRICT
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF
MORENO VALLEY
BOARD OF LIBRARY TRUSTEES**

November 30, 2010

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

City Council Closed Session

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

City Council Study Sessions

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

City Council Meetings

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

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to Mel Alonzo, ADA Coordinator, at 951.413.3027 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.

Robin N. Hastings, Mayor Pro Tem
Jesse L. Molina, Council Member

Bonnie Flickinger, Mayor

Richard A. Stewart, Council Member
William H. Batey II, Council Member

AGENDA
CITY COUNCIL OF THE CITY OF MORENO VALLEY
November 30, 2010

CALL TO ORDER

SPECIAL PRESENTATIONS

1. APWA (American Public Works Association) Project of the Year Award
2. All-Star Recycling Awards Presented by Waste Management
3. Moreno Valley Chamber of Commerce Donation to the Military Appreciation Banner Program
4. Proclamation Recognizing Tao Music Group Promoter of the “Never Again” Benefit Concert

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

SPECIAL MEETING - 6:30 PM
NOVEMBER 30, 2010

NOTICE IS HEREBY GIVEN that a special meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District and the Community Redevelopment Agency of the City of Moreno Valley and Board of Library Trustees will be held on November 30, 2010 commencing at 6:30 PM, in the City Council Chamber, City Hall, located at 14177 Frederick Street, Moreno Valley, California.

Said special meeting shall be for the purpose of:

Agenda

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

INVOCATION

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 LAVENDER speaker slip to the Bailiff.

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

JOINT CONSENT CALENDARS (SECTIONS A-D)

All items listed under the Consent Calendars, Sections A, B, C, and D are considered to be routine and non-controversial, and may be enacted by one motion unless a member of the Council, Community Services District, Redevelopment Agency or the Board of Library Trustees requests that an item be removed for separate action. The motion to adopt the Consent Calendars is deemed to be a separate motion by each Agency and shall be so recorded by the City Clerk. Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF NOVEMBER 9, 2010 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:

Receive and file the Reports on Reimbursable Activities for the period of November 3-23, 2010.

A.4 APPROVAL OF CHECK REGISTER FOR SEPTEMBER, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2010-102, approving the Check Register for the month of September, 2010 in the amount of \$10,389,935.29.

Resolution No. 2010-102

A Resolution of the City Council of the City of Moreno Valley, California, approving the Check Register for the Month of September, 2010

A.5 APPROVAL OF GRANT APPLICATION SUBMITTALS FOR THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP) (Report of: Public

Works Department)

Recommendation:

Approve the submittal of grant applications for the Highway Safety Improvement Program (HSIP).

- A.6 APPROVE AGREEMENT WITH THE CITY OF RIVERSIDE FOR ALESSANDRO BOULEVARD MULTI-JURISDICTION TRAFFIC SIGNAL COORDINATION AND SYNCHRONIZATION PROJECT AND MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR A VIDEO INFORMATION DISTRIBUTION SYSTEM (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement for Alessandro Boulevard Multi-Jurisdiction Traffic Signal Coordination and Synchronization Project between the City of Moreno Valley and the City of Riverside;
 2. Approve payment in the amount of \$125,000 to the City of Riverside for the City's share of the project costs;
 3. Approve the Memorandum of Understanding (MOU) Video Information Distribution System Agreement between the City of Moreno Valley and the California Department of Transportation (Caltrans), District 8;
 4. Authorize the Mayor to execute the Agreement for the Alessandro Boulevard Multi-Jurisdiction Traffic Signal Synchronization Project and the MOU for a Video Information Distribution System on behalf of the City; and
 5. Authorize the City Manager to execute any subsequent amendments to the Agreement for the Alessandro Boulevard Multi-Jurisdiction Traffic Signal Synchronization Project and the MOU for a Video Information Distribution System on behalf of the City.
- A.7 RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED SEPTEMBER 30, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:

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

- A.8 PERMIT PARKING FOR THE RESIDENTS OF CLYDESDALE LANE,

GELDING WAY, QUARTER HORSE ROAD, MARE LANE, AND HACKNEY COURT (Report of: Public Works Department)

Recommendation:

Approve and adopt Resolution No. 2010-103 and direct staff to implement permit parking on Clydesdale Lane, Gelding Way, Quarter Horse Road, Mare Lane, and Hackney Court.

Resolution No. 2010-103

A Resolution of the City Council of the City of Moreno Valley, California, Approving and Authorizing Installation of Permit Parking on Clydesdale Lane, Gelding Way, Quarter Horse Road, Mare Lane, and Hackney Court

- A.9 PROJECT PA96-0017 (Tracts 27251 and 27251-1) – SINGLE FAMILY RESIDENTIAL – ACCEPT SUBSTITUTION AGREEMENT AND LETTERS OF CREDIT FOR PUBLIC IMPROVEMENTS, EAST SIDE OF MORRISON STREET BETWEEN FIR AVENUE AND EUCALYPTUS AVENUE; DEVELOPER - RSI MORENO VALLEY, LLC, NEWPORT, CA 92660 (Report of: Public Works Department)

Recommendation:

1. Accept the substitution of Agreement for Public Improvements and letters of credit for project PA96-0017 (Tracts 27251 and 27251-1);
2. Authorize the Mayor to execute the agreement;
3. Direct the City Clerk to forward the signed agreement to the County Recorder's Office for recordation; and
4. Authorize the Public Works Director/City Engineer to exonerate the Faithful Performance Bond and Material and Labor Bond previously submitted by Richland Palmdale Developers, LLC a Delaware limited liability company upon acceptance of the substitution agreement and bonds.

- A.10 AGREEMENT FOR THE MAINTENANCE AND OPERATION OF TRAFFIC SIGNALS AND HIGHWAY SAFETY LIGHTING SHARED BETWEEN THE CITIES OF RIVERSIDE AND MORENO VALLEY (CONTINUED FROM NOVEMBER 9, 2010) (Report of: Public Works Department)

Recommendation:

1. Enter into an agreement with the City of Riverside for the maintenance and operation of traffic signals and highway safety lighting jointly owned by the cities of Riverside and Moreno Valley; and

2. Authorize the Mayor to execute said "Agreement" with the City of Riverside for the maintenance of traffic signals and highway safety lighting jointly owned by the cities of Riverside and Moreno Valley.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF NOVEMBER 9, 2010 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF NOVEMBER 9, 2010 (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 NOVEMBER 9, 2010 (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 RESOLUTION TO ADOPT THE ADJUSTMENT OF PARKING CONTROL

BAIL SCHEDULE (Report of: Community Development Department)

Recommendation: That the City Council:

Conduct a Public Hearing and Adopt Resolution No. 2010-104, approving an adjustment to the FY10/11 Fee Schedule.

Resolution No. 2010-104

A Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for Parking Violations for Fiscal Year 2010-11 and Repealing Prior Resolutions that May be in Conflict

E.2 A PUBLIC HEARING ON A MUNICIPAL CODE AMENDMENT (PA10-0031) TO THE PERMITTED USES TABLE 9.02.020-1 IN TITLE 9 TO ALLOW PHARMACIES AS A SUPPORT USE TO A MEDICAL OFFICE IN THE BUSINESS PARK-MIXED USE (BPX) ZONE (Report of: Community Development Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing for Municipal Code Amendment PA10-0031, and subsequent to the Public Hearing:

RECOGNIZE that application PA10-0031 (Municipal Code Amendment) will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15305, Minor Alterations to Land Use Limitations, as a Class 5 Categorical Exemption; and

2. INTRODUCE Ordinance No. 819 thereby APPROVING Municipal Code Amendment PA10-0031, based on the findings in the City Council Ordinance.

Ordinance No. 819

An Ordinance of the City Council of the City of Moreno Valley, California, approving application PA10-0031 amending the Municipal Code to make changes to Permitted Uses Table 9.02.020-1 by adding the Pharmacy Land Use to the Business Park-Mixed Use (BPX) Zone

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

G. REPORTS

G.1 APPOINTMENT TO THE PARKS AND RECREATION COMMISSION (TEENAGE MEMBER) (Report of: City Clerk's Department)

Recommendation: That the City Council:

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

G.2 A PROPOSED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 12.50 TO THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO LIMITATIONS ON ENGINE IDLING (Report of: City Attorney)

Recommendation: That the City Council:

Review and Consider.

G.3 AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN A CITY-WIDE ROTATIONAL TOW SERVICE PROGRAM (Report of: City Manager's Office)

Recommendation: That the City Council:

1. Approve the proposals of the following tow operators/companies (in alphabetical order) to participate in the City's Rotational Tow Service (RTS) Program beginning January 1, 2011, and ending December 31, 2015, pending completion of certain conditions and authorize the City Manager to execute the appropriate agreements upon approval by the City Attorney:

- a. Baldwin Towing Services
21891 Alessandro Boulevard
Owner: Howard Baldwin
- b. Exclusive Recovery, Inc. (DBA: Exclusive Towing)
14461 & 14451 Commerce Center Way
Owner: Gerald Kohutek
- c. Moreno Valley Tow
17007 Kitching Avenue
Owner: Glenn Tucker
- d. Pepe's Towing
14351 Veterans Way
Owner: Manual Acosta
- e. Superior Towing, Inc.

24385 Nandina Avenue
Owners: Patrick and Dawn Kirk

- f. Valleywide Towing
24850 Rivard Road
Owner: Robert Coleman
- g. Yucaipa Towing
22101 Alessandro Boulevard
Owner: George and Yvonne Acosta

2. Discuss the proposals of the following tow operators/companies that currently do not have towing facility operations in Moreno Valley. In order to be eligible to participate in the City's RTS Program per Moreno Valley Municipal Code Chapter 12.14, these operators must complete certain site improvements and obtain certain City approvals. Staff estimates that the required review, plan check and approvals will require a minimum of 60 days and the construction time is unknown. Council may consider these proposals for a term beginning with the issuance of a Certificate of Occupancy by the City's Building Official and ending December 31, 2015:

- a. Bob's Towing
24811 Rivard Road (proposed facility)
Owner: Bandar "Charlie" Al-Badawi
- b. Lawler's Triple L Towing
24385 Nandina Avenue (proposed facility)
Owner: Mike Pulcheon

3. Direct Staff to begin preparing an amendment to Moreno Valley Municipal Code Chapter 12.14 addressing minor technical issues and inconsistencies.

G.4 PALM DESERT DEVELOPMENT COMPANY'S RANCHO DORADO APARTMENTS, PHASE II FINANCIAL ASSISTANCE REQUEST AND RESOLUTION FOR TAX CREDIT APPLICATION (Report of: Economic Development Department)

Recommendation: That the RDA:

Adopt Resolution No. RDA 2010-07, a resolution of the Community Redevelopment Agency of the City of Moreno Valley regarding assistance to the Rancho Dorado Apartments, Phase II, proposed by Palm Desert Development Company, Inc.

Resolution No. RDA 2010-07

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley Supporting the Rancho Dorado South Apartments Housing Development, Ratifying Certain Findings and Determinations made under Resolution No. 2008-11 and Affirming its Intention to Provide Assistance to MV Rancho Dorado Limited Partnership, a Subsidiary of Palm Desert Development Company, Inc.

G.5 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 LAVENDER speaker slip to the Bailiff. There is a three-minute time limit per person. All remarks and questions shall be addressed to the presiding officer or to the City Council and not to any individual Council member, staff member or other person.

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

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

CLOSED SESSION

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

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

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

The Closed Session will be held pursuant to Government Code:

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

Number of Cases: 2

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

Number of Cases: 2

3 SECTION 54957 - PUBLIC EMPLOYMENT

a) Public Employee Annual Performance Evaluation - City Attorney

4 SECTION 54957 - PUBLIC EMPLOYEE APPOINTMENT/PUBLIC EMPLOYMENT

a) City Manager Recruitment

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

ADJOURNMENT

***REVISION TO AGENDA**

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
November 9, 2010

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing Epilepsy Awareness Month
2. "Spotlight on Moreno Valley Business"

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

**REGULAR MEETING – 6:30 PM
November 9, 2010**

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 Flickinger in the Council Chamber located at 14177 Frederick Street.

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

INVOCATION - Pastor Terry A. Harts, Unity Christian Center Church of Moreno Valley

ROLL CALL

Council:

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

Staff:

Jane Halstead	City Clerk
Cindy Miller	Executive Assistant to Mayor/Council
William Bopf	Interim City Manager
Richard Teichert	Financial and Administrative Services Director
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager
John Anderson	Police Chief
Steve Curley	Fire Chief
Chris Vogt	Public Works Director
John Terell	Planning Official
Barry Foster	Economic Development Director
Sonny Morkus	Human Resources Director
Mike McCarty	Parks & Community Services Director

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

AGENDA ORDER

- A.9 AGREEMENT FOR THE MAINTENANCE AND OPERATION OF TRAFFIC SIGNALS AND HIGHWAY SAFETY LIGHTING SHARED BETWEEN THE CITIES OF RIVERSIDE AND MORENO VALLEY (Report of: Public Works Department)

Recommendation:

1. Enter into an agreement with the City of Riverside for the maintenance and operation of traffic signals and highway safety lighting jointly owned by the cities of Riverside and Moreno Valley; and
2. Authorize the Mayor to execute said "Agreement" with the City of Riverside for the maintenance of traffic signals and highway safety lighting jointly owned by the cities of Riverside and Moreno Valley.

Motion to Postpone Item A9 to the next City Council meeting (November 30, 2010) by m/Council Member Richard A. Stewart, s/Council Member Jesse L. Molina
Approved by a vote of 5-0.

AGENDA ORDER

Mayor Flickinger 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 MINUTES - REGULAR MEETING OF OCTOBER 26, 2010 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

A.3 CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES (Report of: City Clerk's Department)

Recommendation:

Receive and file the Reports on Reimbursable Activities for the period of October 20 – November 2, 2010.

A.4 TRACT MAP 31269 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING CELEBRITY COURT, PRANCER LANE, BAY MEADOWS AVENUE, MARANDA COURT, WEXFORD AVENUE, AND THE PORTION OF COTTONWOOD AVENUE AND DRACAEA AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: PINNACLE MORENO VALLEY 72, LLC, ALISO VIEJO, CA 92656 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2010-98 authorizing the acceptance of the public improvements within Tract Map 31269 as complete and accepting Celebrity Court, Prancer Lane, Bay Meadows Avenue, Maranda Court, Wexford Avenue and the Portion of Cottonwood Avenue and Dracaea Avenue Associated with the Project into the City's maintained street system; and

Resolution No. 2010-98

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 31269, and Accepting Celebrity Court, Prancer Lane, Bay Meadows Avenue, Maranda Court, Wexford Avenue and the Portion of Cottonwood Avenue and Dracaea Avenue Associated with the Project Into the City's Maintained Street System

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

A.5 NOTICE OF COMPLETION AND ACCEPTANCE OF THE EMERGENCY OPERATIONS CENTER -- PROJECT NO. 06-50182527 (Report of: Public Works Department)

Recommendation:

1. Accept the work as complete for construction of the Emergency Operations Center building by United Contractors Company, Inc. (UCCI), 2050 S. Santa Cruz Street #2300, Anaheim, CA 92805;
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 UCCI 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 building system.

A.6 RESOLUTION IN SUPPORT OF THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS' "BUSINESS FRIENDLY PRINCIPLES" (Report of: City Manager's Office)

Recommendation:

Adopt Resolution No. 2010-99 in support of the Southern California Association of Governments' "Business Friendly Principles."

Resolution No. 2010-99

A Resolution of the City Council of the City of Moreno Valley in Support of the Southern California Association of Governments' "Business Friendly Principles"

A.7 PARCEL MAP 34088 – EXONERATION OF CASH DEPOSIT FOR PUBLIC IMPROVEMENTS; EAST OF INDIAN AVENUE AND NORTH OF ALESSANDRO BOULEVARD; DEVELOPER - OPT MORENO VALLEY, LLC, GREENWOOD VILLAGE, CO 80111 (Report of: Public Works Department)

Recommendation:

Authorize the City Engineer to execute the exoneration of the Faithful Performance and Material and Labor cash security associated with the Parcel Map 34088 for public improvements.

A.10 ADOPTION OF 2010 CALIFORNIA BUILDING CODES, CALIFORNIA CODE OF REGULATIONS, TITLE 24, INCORPORATING THE LATEST

EDITIONS OF THE MODEL CODES WITH AMENDMENTS (RECEIVED FIRST READING AND INTRODUCTION ON OCTOBER 26, 2010 BY A 5-0 VOTE) (Report of: Community Development Department)

Recommendation:

Adopt Ordinance No. 816 amending Title 8, of the City of Moreno Valley Municipal Code by amending Chapter 8.14, repealing and replacing Chapters 8.20, 8.22, 8.24, 8.26, 8.36 and adding Chapter 8.23 and adopting, as modified, the California Building Standards Code, California Code of Regulations, Title 24; incorporating the 2009 International Building Code, 2009 Uniform Mechanical Code, the 2009 International Residential Code, the 2009 Uniform Plumbing Code, the 2009 International Fire Code, and the 2008 National Electrical Code; and adopting other regulations relating to Building and Fire Prevention requirements

Ordinance No. 816

An Ordinance of the City Council of the City of Moreno Valley, California, amending Title 8, of the City of Moreno Valley Municipal Code by amending Chapter 8.14, Repealing and Replacing Chapters 8.20, 8.22, 8.24, 8.26, 8.36, and adding Chapter 8.23 and adopting, as modified, the California Building Standards Code, California Code of regulations, Title 24: Incorporating the 2009 International Building Code, the 2009 Uniform Mechanical Code, the 2009 International Residential Code, the 2009 Uniform Plumbing Code, the 2009 International Fire Code, and the 2008 National Electrical Code; and adopting other regulations relating to Building and Fire Prevention requirements.

- A.11 REVISIONS TO THE NSP GUIDELINES FOR THE SINGLE-FAMILY RESIDENTIAL ACQUISITION, REHABILITATION, AND RESALE ACTIVITY (Report of: Economic Development Department)

Recommendation:

Approve a revision to the NSP Guidelines for the Single-Family Residential Acquisition, Rehabilitation and Resale program.

- A.12 CONSIDERATION OF A REQUEST FROM COMMUNITY HEALTH SYSTEMS, INC. TO SPONSOR ITS 3RD ANNUAL HOLIDAY CELEBRATION HEALTH FAIR (Report of: City Clerk's Department)

Recommendation:

Consider the request of Community Health Systems, Inc. to sponsor its 3rd Annual Holiday Celebration Health Fair, in the amount of \$2,500.

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF OCTOBER 26, 2010 (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 OCTOBER 26, 2010 (Report of: City Clerk's Department)

Recommendation:
Approve as submitted.

C.3 AUTHORIZE THE GRANT OF ROADWAY EASEMENT FOR THE PARTIAL ACQUISITION OF ASSESSOR PARCEL NUMBER 291-191-007 AND GRANT OF UTILITY EASEMENT FOR ASSESSOR PARCEL NUMBERS 291-191-006, 291-191-007, AND 291-191-001 FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE - PROJECT NO. 02-89266920 (Report of: Public Works Department)

Recommendation:

1. Authorize the grant of roadway easement to the City of Moreno Valley for the partial acquisition of the Community Redevelopment Agency (RDA) parcel known as Assessor Parcel Number 291-191-007;
2. Authorize the Executive Director to execute the roadway easement to the City of Moreno Valley for the partial acquisition of the Community Redevelopment Agency parcel known as Assessor Parcel Number 291-191-007;
3. Authorize the grant of utility easement to Southern California Edison (SCE) from the Community Redevelopment Agency (RDA) parcels known as Assessor Parcel Numbers 291-191-

006, 291-191-007, and 291-191-001; and

4. Authorize the Executive Director to execute the utility easement to SCE from the Community Redevelopment Agency parcels known as Assessor Parcel Numbers 291-191-006, 291-191-007, and 291-191-001.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF OCTOBER 26, 2010 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

Joint Consent Calendar Items A1 through D2 Approved by m/Council Member William H. Batey II, s/Council Member Jesse L. Molina Approved by a vote of 5-0.

E. PUBLIC HEARINGS

- E.1 PUBLIC HEARING ON A PROPOSED AMENDMENT TO THE MUNICIPAL CODE (PA09-0024) ALLOWING SECOND UNITS IN ALL RESIDENTIAL ZONES, DELETING GRANNY UNIT PROVISIONS, UPDATING SINGLE FAMILY DESIGN GUIDELINES TO REQUIRE FOUR SIDED ARCHITECTURE AND SPECIFY DESIGN CRITERIA, UPDATING INTRODUCTION FOR DESIGN GUIDELINES, CHANGING LANDSCAPE REQUIREMENTS TITLE AND REVISING FRONT YARD LANDSCAPING MATERIAL REQUIREMENTS (Report of: Community Development Department)

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

Recommendation: That the City Council:

1. RECOGNIZE that PA09-0024 is exempt from the California Environmental Quality Act (CEQA) pursuant to Section 15061 of the CEQA Guidelines; and

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

2. Introduce Ordinance No. 817 approving PA09-0024, amending Sections 9.09.130 Second Unit, 9.09.120 Granny Unit, 9.16.010 Design Guidelines, 9.16.130 Single Family Design Guidelines and 9.17 Landscape Requirements of Title 9 of the City of Moreno Valley Municipal Code.

Ordinance No. 817

An Ordinance of the City Council of the City of Moreno Valley, California, amending Title 9 of the City of Moreno Valley Municipal Code regarding Sections 9.09.130 Second Unit, 9.09.120 Granny Unit, 9.16.010 Design Guidelines, 9.16.130 Single Family Design Guidelines and 9.17, Landscape Requirements and Landscape Standards

Motion to Approve as amended (added word "be" after "shall" in Section C3) by m/Council Member William H. Batey II, s/Mayor Pro Tem Robin N. Hastings
Approved by a vote of 5-0.

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

Mayor Flickinger opened the agenda items for public comments; there being none, public comments were closed.

- A.8 TRACT MAPS 32834 AND 32835 – ADOPT THE RESOLUTION FOR A SUMMARY VACATION OF THE OFFER OF DEDICATION FOR RECREATIONAL USE AND PUBLIC SAFETY PURPOSES OVER LOTS C AND CC OF TRACT MAP 32834 AND OVER A PORTION OF TRACT MAP 32835; ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE MULTI-USE TRAIL AND LOT EE (COLD CREEK TRAIL HEAD) OF TRACT MAP 32834 AS COMPLETE AND INTO THE COMMUNITY SERVICES DISTRICT'S MAINTAINED SYSTEM; AND ACCEPTANCE OF EASEMENTS, AS DESCRIBED IN THE EASEMENT DEEDS WITHIN TRACT MAPS 32834 AND 32835, FOR MULTI-USE TRAIL PURPOSES; DEVELOPER - BEAZER HOMES HOLDING CORP., BREA, CA 92821 (ALSO LISTED AS AGENDA ITEM B.3) (Report of: Public Works Department)

Recommendation:

Adopt Resolution No. 2010-100, summarily vacating the offer of dedication for recreational use and public safety purposes, over Lots C and CC of Tract Map 32834 and the trail easement described as

Easement Note No. 5 over a portion of Tract Map 32835 and direct the City Clerk to certify said resolution and transmit a copy of the resolution to the County Recorder's office for recordation.

Resolution No. 2010-100

A Resolution of the City Council of the City of Moreno Valley, California, Ordering the Summary Vacation of Trail Easements Over Lots C and CC of Tract Map 32834, in Book 401, Pages 46 Through 61 and the Trail Easement, Described as Easement Note No. 5, Within Tract Map 32835, in Book 409, Pages 24 Through 30, in the City of Moreno Valley, County of Riverside, State of California

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

- B.3 TRACT MAPS 32834 AND 32835 – ADOPT THE RESOLUTION FOR A SUMMARY VACATION OF THE OFFER OF DEDICATION FOR RECREATIONAL USE AND PUBLIC SAFETY PURPOSES OVER LOTS C AND CC OF TRACT MAP 32834 AND OVER A PORTION OF TRACT MAP 32835; ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE MULTI-USE TRAIL AND LOT EE (COLD CREEK TRAIL HEAD) OF TRACT MAP 32834 AS COMPLETE AND INTO THE COMMUNITY SERVICES DISTRICT'S MAINTAINED SYSTEM; AND ACCEPTANCE OF EASEMENTS, AS DESCRIBED IN THE EASEMENT DEEDS WITHIN TRACT MAPS 32834 AND 32835, FOR MULTI-USE TRAIL PURPOSES (ALSO LISTED AS AGENDA ITEM A.8) (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. CSD 2010-24 authorizing the acceptance of the public improvements, related to the multi-use trail for Tract Map 32834 and Tract Map 32835 and public improvements related to Lot EE (Cold Creek Trail Head) for Tract Map 32834, as complete and into the Community Services District's maintained system;

Resolution No. CSD 2010-24

A Resolution of the City Council of the City of Moreno Valley, California, Acting in Their Respective Capacity as the Board of Directors of the Community Services District, Authorizing the Public Improvements, Related to the Multi-Use Trail for Tract Map 32834 and Tract Map 32835 and Public Improvements Related to Lot EE (Cold Creek Trail Head) for Tract Map 32834, as Complete and into the Community Services District's

Maintained System

Motion to Approve by m/Board Member Jesse L. Molina, s/Vice President Robin N. Hastings
Approved by a vote of 5-0.

2. Authorize the President of the Board of Directors of the Community Services District (CSD) to accept the easements for multi-use trail purposes within Tract Map 32834 and Tract Map 32835, as described in the easement deeds; and
3. Authorize the City Clerk to execute the Acceptance Certificate for multi-use trail purposes and to transmit the easement deeds with Acceptance Certificates to the County Recorder's office for recordation.

Motion to Approve Recommendations Nos. 2 & 3 by m/Board Member Jesse L. Molina, s/Vice President Robin N. Hastings
Approved by a vote of 5-0.

G. REPORTS

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

Council Member Stewart reported the following:

1. Cisco Foods is coming and bringing few hundreds jobs
2. The MJPC is working with a potential tenant, that manufactures aviation parts, to locate in DHL building on March base; the company signed a contract with Boeing
3. As soon as the hazardous materials inspection and abatement of the old hospital get completed, the incremental demolition will take place

- G.2 CONSIDERATION OF INTENT TO MODIFY THE RATE AND METHOD OF APPORTIONMENT OF SPECIAL TAXES WITH RESPECT TO COMMUNITY FACILITIES DISTRICT NO. 4-INFRASTRUCTURE (Report of: Public Works Department)

Recommendation: That the City Council:

Acting on behalf of itself and as the Legislative Body for Community Facilities District No. 4-Infrastructure adopt Resolution No. 2010-101; a Resolution of Intention to Consider Modifications to the Rate and Method of Apportionment of Special Taxes with Respect to Community Facilities District No. 4-Infrastructure of the City of

Moreno Valley.

Resolution No. 2010-101

A Resolution of Intention to Consider Modifications to the Rate and Method of Apportionment of Special Taxes with Respect to Community Facilities District No. 4—Infrastructure of the City of Moreno Valley

Mayor Flickinger opened the agenda item for public comments, which were received from Tom Breitkreuz.

Motion to Approve by m/Council Member William H. Batey II, s/Council Member Richard A. Stewart
Approved by a vote of 5-0.

- G.3 APPOINTMENT OF CITY COUNCIL REPRESENTATIVE FOR THE MARCH OPERATIONS ASSURANCE TASK FORCE (Report of: Community Development Department)

Recommendation: That the City Council:

Select a City Council representative for the March Operations Assurance Task Force.

Motion to appoint Council Member Batey by m/Council Member Jesse L. Molina, s/Council Member Richard A. Stewart
Approved by a vote of 5-0.

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

The City Manager announced the following:

1. According to a survey of top Moreno Valley major employers, the employment in the top 20 companies decreased compared to the same period of last year; seven of those employers were public employers;
2. Spending for restaurants decreased; however four new restaurants are coming and nine seriously consider opening in Moreno Valley
3. Sales tax is flat
4. Industrial vacancy is down to 3.9% from 13.5% last year; when market improves, the City will need new inventory
5. Property tax is projected to decrease 14.37%
6. Library received funding from the Inland Library System Tuition Funding Sources to assist students in locating scholarships and college information
7. Two part-time library assistants are currently receiving scholarships from the Institute of Library Services

H. LEGISLATIVE ACTIONS

H.1 ORDINANCES - 1ST READING AND INTRODUCTION

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

Recommendation: That the City Council:

1. Receive and file this report; and
2. Introduce Ordinance No. 818, amending Section 12.20.020 of Chapter 12.20 of the City of Moreno Valley Municipal Code declaring prima facie speed limits on certain streets (as listed on the ordinance). (Roll call required)

Ordinance No. 818

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

Mayor Flickinger opened the agenda item for public comments, which were received from Pete Bleckert.

Motion to Approve as amended (eliminated Perham Drive, from Sun Valley Road to Delphinium Avenue) by m/Council Member William H. Batey II, s/Council Member Richard A. Stewart
Approved by a vote of 4-1, Council Member Jesse L. Molina opposed.

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

Pete Bleckert

1. November 2, 2010 Election Results
2. District 1's representation on other agency boards

RECESS
RECONVENED

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

Council Member Molina

1. Election is over; need to go forward to address problems the city has
2. Thanked Mayor Flickinger for her past service
3. Emphasized that everybody needs to come together and work together; we are facing hard times due to the recession
4. Funeral for his father-in-law was held last week; thanked Police and Fire Departments; thanked everyone for cards and flowers

Council Member Stewart

1. Closing of P.H. Woods restaurant
2. Complimented the three candidates who ran a clean race against him; everybody respected each other's political signs
3. Received positive feedback on traffic speeding control measures on Climbing Rose; commended staff for the great job
4. Street light issue - explained the automatic increase clause
5. Thanked people who helped him in his campaign
6. With the March Joint Powers extension of Fresh and Easy, a total of 2000 plus real jobs are generated
7. Asked the Council to adjourn the meeting in memory and honor of City of Riverside Police Officer Ryan Bonaminio

Council Member Batey

1. Harbor Freight is coming to Moreno Valley creating new jobs
2. Next year we need to be more aggressive in bringing businesses to the City
3. Also would like to adjourn the meeting in honor of Riverside Police Officer Bonaminio

Mayor Pro Tem Hastings

1. Today the Riverside County Board of Supervisors posted a \$50,000 reward for the information leading to the arrest of the person responsible for the murder; information is available on the Web site; reward is open-ended
2. The Registrar of Voters was let go due to issues with election; we are still waiting for provisional ballots to be counted
3. Congratulated Public Works for American Public Works Association Award; a well deserved honor; we have a beautiful, functional and efficient building
4. Pharmaceutical drop off for syringes, prescribed drugs, etc. will be held on November 13; working on a permanent drop-off site at Riverside County Regional Medical Center
5. Stated that she worked for the City when Mayor Flickinger was first

elected; Mayor Flickinger worked very hard and put in more time and effort than anybody else; thanked Mayor

Mayor Flickinger

1. Announced openings on Boards and Commissions: on the Accessibility Appeals Board, the Environmental and Historical Preservation Board, the Recreational Trails Board and the Planning Commission
2. Thanked all the candidates involved in the election for removing their signs promptly
3. Stated that she will be leaving office in a few weeks; corrected misinformation disseminated during the campaign season that had an impact on her reputation; will leave the office proudly after 18 years of service; trusts that her reputation she built - integrity and honesty in government, voting for what is best for constituents - is still intact despite the attacks on it
2. The meeting scheduled to be held on 11/23/10 has been canceled due to a conflicting fundraising event for the Riverside County Medical Regional Center foundation. The Council Meeting will be held on the 5th Tuesday, November 30
3. Wished everybody a Happy Thanksgiving

The meeting was adjourned in memory of Riverside Police Officer Ryan Bonaminio.

There being no further business to conduct, the meeting was adjourned at 8:10 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

Mayor Flickinger opened the agenda items for Closed Session for public comments; there being none, public comments were closed.

The Closed Session was held in the City Manager's Conference Room pursuant to Government Code:

- 1 SECTION 54956.9(a) - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION
 - a Case: *Arch Insurance Company v. City of Moreno Valley, Safeguard Insurance Company*
Court: Riverside Superior Court
Case No: RIC 513196
- 2 SECTION 54956.9(b)(1) - CONFERENCE WITH LEGAL COUNSEL - SIGNIFICANT EXPOSURE TO LITIGATION

Number of Cases: 2

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

Number of Cases: 2

4 SECTION 54957 - PUBLIC EMPLOYMENT

a) Public Employee Annual Performance Evaluation: City Clerk

5 SECTION 54957 - PUBLIC EMPLOYEE APPOINTMENT/PUBLIC
EMPLOYMENT

a) City Manager Recruitment

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 10:05 p.m. by unanimous informal consent.

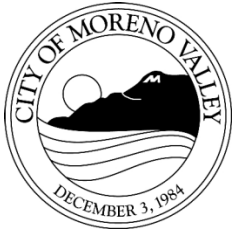
Submitted by:

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

Approved by:

Bonnie Flickinger, Mayor
President, Moreno Valley Community Services District
Chairperson, Community Redevelopment Agency of the City of Moreno Valley
Chairperson, Board of Library Trustees

Enl



Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: November 30, 2010

TITLE: CITY COUNCIL REPORTS ON REIMBURSABLE ACTIVITIES

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the Reports on Reimbursable Activities for the period of November 3-23, 2010.

<i>Reports on Reimbursable Activities</i> [Date – Date]		
Council Member	Date	Meeting
William H. Batey II		None
Bonnie Flickinger	11/09/10	Moreno Valley Hispanic Chamber of Commerce Adelante
Robin N. Hastings		None
Jesse L. Molina	11/17/10	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
Richard A. Stewart	11/17/10	Student of the Month Luncheon

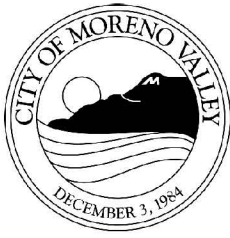
Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

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>Ret</i>
CITY MANAGER	<i>WDS</i>

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, Financial & Administrative Services Director

AGENDA DATE: November 30, 2010

TITLE: APPROVAL OF CHECK REGISTER FOR SEPTEMBER, 2010

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2010-102, approving the Check Register for the month of September, 2010 in the amount of \$10,389,935.29.

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 2010-11 budgets. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS/EXHIBITS

Resolution No. 2010-102
Check Register for Month of September, 2010

Prepared By:
Cynthia A. Fortune
Financial Operations Division Manager

Department Head Approval:
Richard Teichert
Financial & Administrative Services Director

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

RESOLUTION NO. 2010-102

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING THE CHECK REGISTER FOR THE MONTH OF SEPTEMBER, 2010

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period September 1, 2010 through September 30, 2010, for review and approval by the City Council of the City of Moreno Valley;

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

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Check Register for the period September 1, 2010 through September 30, 2010, in the total amount of \$10,389,935.29 is approved.

APPROVED AND ADOPTED this 30th day of November, 2010.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

1 Resolution No. 2010-
Date Adopted: November 30, 2010

RESOLUTION JURAT

[Clerk's office will prepare]

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

2 Resolution No. 2010-
Date Adopted: November 30, 2010



City of Moreno Valley

Check Register

For Period 9/1/2010 through 9/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS IN THE AMOUNT OF \$25,000 OR GREATER				
AVI-CON INC.				
9/7/2010	881085	111,683.99	PUB SFTY BLDG RENOVATION PROJ	111,683.99
Vendor Total		111,683.99		
FYTD for AVI-CON INC.		291,302.69		
BURROW ESCROW SERVICES				
9/29/2010	1009141	115,679.83	ACQ & ESCRW-13714 FLAMING ARRW	115,679.83
Vendor Total		115,679.83		
FYTD for BURROW ESCROW SERVICES		115,679.83		
COUNTY OF RIVERSIDE FIRE DEPT				
9/16/2010	1009021	3,204,903.41	4TH QTR FIRE PROTECTION SVCS	3,204,903.41
Vendor Total		3,204,903.41		
FYTD for COUNTY OF RIVERSIDE FIRE DEPT		3,204,903.41		



City of Moreno Valley

Check Register

For Period 9/1/2010 through 9/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EASTERN MUNICIPAL WATER DISTRICT				
9/20/2010	204347	118,798.01		
			WATER CHARGES	1,697.95
			WATER CHARGES	1,067.80
			WATER CHARGES	3,619.31
			WATER CHARGES	39.60
			WATER CHARGES	1,100.04
			WATER CHARGES	4,547.93
			WATER CHARGES	117.92
			WATER CHARGES	33,540.04
			WATER CHARGES	6,106.13
			WATER CHARGES	14,492.22
			WATER CHARGES	8,355.13
			WATER CHARGES	5,283.72
			WATER CHARGES	9,655.44
			WATER CHARGES	14,203.75
			WATER CHARGES	3,181.45
			WATER CHARGES	57.17
			WATER CHARGES	1,774.03
			WATER CHARGES	4,800.78
			WATER CHARGES	1,125.44
			WATER CHARGES	159.88
			WATER CHARGES	645.64
			WATER CHARGES	502.45
			WATER CHARGES	335.41
			WATER CHARGES	337.15
			WATER CHARGES	544.11
			WATER CHARGES	856.91
			WATER CHARGES	650.61
9/27/2010	204427	31,019.99		
			WATER CHARGES	433.15
			WATER CHARGES	11,835.88
			WATER CHARGES	2,549.55
			WATER CHARGES	3,458.11
			WATER CHARGES	411.21
			WATER CHARGES	2,656.66
			WATER CHARGES	1,608.62
			WATER CHARGES	279.74
			WATER CHARGES	620.14
			WATER CHARGES	1,919.31
			WATER CHARGES	10.73
			WATER CHARGES	383.94
			WATER CHARGES	1,619.83
			WATER CHARGES	2,234.67
			WATER CHARGES	572.83
			WATER CHARGES	169.52
			WATER CHARGES	94.85
			WATER CHARGES	67.50
			WATER CHARGES	93.75
Vendor Total		149,818.00		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		521,498.14		



City of Moreno Valley

Check Register

For Period 9/1/2010 through 9/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EMPLOYMENT DEVELOPMENT DEPARTMENT				
9/10/2010	2712	37,017.31		
			STATE INCOME TAX W/H 9/10/10	37,017.31
9/24/2010	2720	37,029.44		
			STATE INCOME TAX W/H 9/24/10	37,029.44
	Vendor Total	74,046.75		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		245,745.67		
ESRI, INC.				
9/7/2010	881095	26,095.54		
			ANNUAL MAINT-ARCGIS	26,095.54
	Vendor Total	26,095.54		
FYTD for ESRI, INC.		28,150.92		
FIRST AMERICAN TRUST, FSB				
9/29/2010	1009131	145,489.40		
			ACQ & ESCROW-10008 SYCAMORE CA	145,489.40
	Vendor Total	145,489.40		
FYTD for FIRST AMERICAN TRUST, FSB		145,489.40		
FRAZEE INDUSTRIES, INC				
9/30/2010	1009101	107,000.00		
			PARTICIPATION AGREEMNT	107,000.00
	Vendor Total	107,000.00		
FYTD for FRAZEE INDUSTRIES, INC		107,000.00		
FS CONSTRUCTION				
9/13/2010	204279	154,851.89		
			TEMCO ST SIDEWALK IMPRVMT PRJ	21,618.86
			TEMCO ST SIDEWALK IMPRVMT PRJ	15,585.30
			VOUGHT ST SIDEWALK IMPRVMTS	1,974.15
			VOUGHT ST SIDEWALK IMPRVMTS	32,268.60
			VOUGHT ST SIDEWALK IMPRVMTS	24,743.34
			BOEING & MCDONNEL ST SIDEWALKS	33,092.55
			BOEING & MCDONNEL ST SIDEWALKS	25,569.09
9/27/2010	204431	57,681.97		
			RETENTION RLS-TEMCO ST SIDEWLK	10,285.51
			RETENTION RLS-TEMCO ST SIDEWLK	2,571.39
			RETENTION RLS-TEMCO ST SIDEWLK	1,731.70
			RETENTION RLS-VOUGHT ST SIDEWK	14,341.50
			RETENTION RLS-VOUGHT ST SIDEWK	3,585.40
			RETENTION RLS-VOUGHT ST SIDEWK	2,749.26
			RETENTION RLS-BOEING&MCDONNEL	15,661.00
			RETENTION RLS-BOEING&MCDONNEL	3,915.20
			RETENTION RLS-BOEING&MCDONNEL	2,841.01
	Vendor Total	212,533.86		
FYTD for FS CONSTRUCTION		437,647.17		



City of Moreno Valley

Check Register

For Period 9/1/2010 through 9/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HARDY & HARPER, INC.				
9/27/2010	204435	139,750.37		
			ANNL PAVEMNT RESURF PROJ SVCS	119,465.77
			ANNL PAVEMNT RESURF PROJ SVCS	20,284.60
Vendor Total		139,750.37		
FYTD for HARDY & HARPER, INC.		1,087,684.60		
HILLCREST CONTRACTING, INC				
9/7/2010	881106	466,047.21		
			DAY ST IMPRVMNTS PROJ SVCS	135,841.50
			KITCHING ST IMPRVMNTS PROJ	330,205.71
9/20/2010	881200	316,806.05		
			KITCHING ST IMPRVMNTS PROJ	316,806.05
Vendor Total		782,853.26		
FYTD for HILLCREST CONTRACTING, INC		1,159,867.99		
INTERNAL REVENUE SERVICE				
9/10/2010	2711	134,222.24		
			FED INCOME TAX W/H 9/10/10	134,222.24
9/24/2010	2719	133,789.06		
			FED INCOME TAX W/H 9/27/10	133,789.06
Vendor Total		268,011.30		
FYTD for INTERNAL REVENUE SERVICE		881,177.24		
LAKE ELSINORE & SAN JACINTO WATERSHEDS				
9/13/2010	204293	63,546.31		
			FY 10/11 CONTRIBUTION	63,546.31
Vendor Total		63,546.31		
FYTD for LAKE ELSINORE & SAN JACINTO WATERSHEDS		63,546.31		
LIM & NASCIMENTO ENGINEERING CORP.				
9/20/2010	204361	31,895.37		
			PERRIS BL WIDENING FROM RAM XP	31,895.37
Vendor Total		31,895.37		
FYTD for LIM & NASCIMENTO ENGINEERING CORP.		31,895.37		



City of Moreno Valley

Check Register

For Period 9/1/2010 through 9/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY UTILITY				
9/27/2010	204444	91,209.18		
			ELECTRICITY	140.47
			ELECTRICITY	1,725.67
			ELECTRICITY	236.72
			ELECTRICITY	1,770.07
			ELECTRICITY	20,842.29
			ELECTRICITY	20,533.44
			ELECTRICITY	6,286.28
			ELECTRICITY	13,725.21
			ELECTRICITY	2,174.72
			ELECTRICITY	3,748.89
			ELECTRICITY	12,104.12
			ELECTRICITY	7,017.77
			ELECTRICITY	246.96
			ELECTRICITY	129.43
			ELECTRICITY	81.70
			ELECTRICITY	61.50
			ELECTRICITY	61.14
			ELECTRICITY	188.94
			ELECTRICITY	133.86
Vendor Total		91,209.18		
FYTD for MORENO VALLEY UTILITY		263,783.74		
ORANGE COAST TITLE COMPANY				
9/27/2010	1009111	91,595.74		
			ACQ & ESCROW-13811 BELLCREST	91,595.74
9/27/2010	1009121	105,818.40		
			ACQ & ESCROW-24591 DELPHINIUM	105,818.40
Vendor Total		197,414.14		
FYTD for ORANGE COAST TITLE COMPANY		296,713.23		
PARSONS TRANSPORTATION GROUP, INC.				
9/7/2010	204198	122,237.08		
			SR-60/MOR BCH DR INTRCHNG PROJ	122,237.08
9/13/2010	204296	31,931.88		
			SR-60/NASON ST OVRCRSSNG PROJ	31,931.88
Vendor Total		154,168.96		
FYTD for PARSONS TRANSPORTATION GROUP, INC.		235,439.15		
PERS HEALTH INSURANCE				
9/8/2010	1009031	197,169.33		
			EMPLOYEE HEALTH INS 09/08/10	197,169.33
Vendor Total		197,169.33		
FYTD for PERS HEALTH INSURANCE		592,955.32		



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PERS RETIREMENT				
9/3/2010	2703	198,600.13		
			PERS RETIREMENT 9/3/10	198,600.13
9/17/2010	2713	199,715.48		
			PERS RETIREMENT 9/17/10	199,715.48
	Vendor Total	398,315.61		
FYTD for PERS RETIREMENT		1,171,282.41		
PITASSI ARCHITECTS, INC				
9/13/2010	881174	28,858.01		
			CORPORATE YARD FACILITY PROJ	26,939.01
			CORPORATE YARD SEWER LINE PROJ	1,919.00
	Vendor Total	28,858.01		
FYTD for PITASSI ARCHITECTS, INC		29,204.75		
SEMPRA ENERGY SOLUTIONS				
9/14/2010	881187	164,184.84		
			ELECTRICITY	164,184.84
	Vendor Total	164,184.84		
FYTD for SEMPRA ENERGY SOLUTIONS		269,796.49		
SHELL ENERGY NORTH AMERICA (US) L.P.				
9/7/2010	204217	639,447.20		
			ELECTRIC ENERGY PURCHASE	639,447.20
	Vendor Total	639,447.20		
FYTD for SHELL ENERGY NORTH AMERICA (US) L.P.		1,551,565.20		



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SOUTHERN CALIFORNIA EDISON				
9/13/2010	204309	138,167.76		
			ELECTRICITY	67.98
			ELECTRICITY	42.44
			ELECTRICITY	823.19
			ELECTRICITY	1,876.41
			ELECTRICITY	1,760.20
			ELECTRICITY	898.92
			ELECTRICITY	95,569.43
			ELECTRICITY	36,603.10
			ELECTRICITY	390.89
			ELECTRICITY	86.14
			ELECTRICITY	49.06
9/20/2010	204389	37,508.94		
			ELECTRICITY	1,837.59
			ELECTRICITY	661.44
			ELECTRICITY	508.64
			ELECTRICITY	628.55
			ELECTRICITY	138.78
			ELECTRICITY	5,755.84
			ELECTRICITY	1,622.89
			ELECTRICITY	2,287.44
			ELECTRICITY	355.06
			ELECTRICITY	2,096.32
			ELECTRICITY	2,303.43
			ELECTRICITY	21.84
			ELECTRICITY	4,406.43
			ELECTRICITY	64.28
			ELECTRICITY	42.95
			ELECTRICITY	22.99
			ELECTRICITY	75.54
			ELECTRICITY	84.44
			ELECTRICITY	447.76
			IFA CHRGS-SUBSTATION	14,146.73
9/20/2010	204390	25,000.00		
			TUBULAR STEEL POLE-KITCHING ST	25,000.00
9/27/2010	204458	25,867.54		
			ELECTRICITY	190.51
			ELECTRICITY	5,083.59
			ELECTRICITY	4,893.54
			ELECTRICITY	19.21
			ELECTRICITY	1,657.85
			ELECTRICITY	5,081.05
			ELECTRICITY	301.52
			ELECTRICITY	3,480.70
			ELECTRICITY	594.86
			ELECTRICITY	36.64
			ELECTRICITY	1,716.82
			ELECTRICITY	325.39
			ELECTRICITY	439.25
			ELECTRICITY	535.02
			ELECTRICITY	306.74
			ELECTRICITY	160.74



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			ELECTRICITY	24.58
			ELECTRICITY	45.87
			ELECTRICITY	169.41
			ELECTRICITY	510.94
			ELECTRICITY	174.03
			ELECTRICITY	91.97
			ELECTRICITY	27.31
Vendor Total		226,544.24		
FYTD for SOUTHERN CALIFORNIA EDISON		792,859.01		
STANDARD INSURANCE CO				
9/13/2010	204311	31,112.04		
			LIFE AND DISABILITY INSURANCE	12,862.37
			LIFE AND DISABILITY INSURANCE	18,096.88
			LIFE AND DISABILITY INSURANCE	152.79
Vendor Total		31,112.04		
FYTD for STANDARD INSURANCE CO		97,612.48		
STEWART TITLE OF CALIFORNIA				
9/29/2010	1009151	119,474.90		
			ACQ & ESCROW-13711 FLAMING ARR	119,474.90
9/29/2010	1009091	53,452.00		
			ESCROW DEPOSIT-APN 474-071-001	53,452.00
Vendor Total		172,926.90		
FYTD for STEWART TITLE OF CALIFORNIA		315,239.56		
U.S. BANK/CALCARDS				
9/9/2010	1009051	41,448.90		
			CALCARD PYMT CYCLE END 9/7/10	41,448.90
9/2/2010	1009041	121,831.80		
			CALCARD PYMT CYCLE END 8/23/10	121,831.80
Vendor Total		163,280.70		
FYTD for U.S. BANK/CALCARDS		430,993.02		
UNION BANK OF CALIFORNIA				
9/7/2010	204229	55,406.54		
			ANNL RENEWAL OF STANDBY LOC	55,406.54
Vendor Total		55,406.54		
FYTD for UNION BANK OF CALIFORNIA		56,655.21		



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UNITED CONTRACTORS COMPANY INC.				
9/7/2010	881147	241,217.41		
			EMRGNCY OPS CTR PROJ SVCS	34,952.85
			EMRGNCY OPS CTR PROJ SVCS	206,264.56
9/27/2010	881234	47,819.69		
			EMERG OPS CTR PROJ-SN RELEASE	685.94
			EMERG OPS CTR PROJ-SN RELEASE	47,133.75
	Vendor Total	289,037.10		
FYTD for UNITED CONTRACTORS COMPANY INC.		468,283.01		
WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.				
9/13/2010	204324	31,059.00		
			TUMF FEES RESIDENTIAL	31,059.00
	Vendor Total	31,059.00		
FYTD for WRCOG WESTERN RIVERSIDE CO. OF GOVT'S.		128,835.78		
WRCRCA				
9/20/2010	204408	1,115,024.94		
			COMM/IND. MSHCP FEES	1,115,024.94
	Vendor Total	1,115,024.94		
FYTD for WRCRCA		1,165,412.94		
	Subtotal	9,388,466.12		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS LESS THAN \$25,000				
A & I REPROGRAPHICS 2406362				
9/7/2010	204124	2,156.09		
			RPRGRPHC SVCS-PSB RENOV. PROJ	35.68
			RPRGRPHC SVCS-IRONWOOD AVE PRJ	1,977.40
			RPRGRPHC SVCS-IRONWOOD AVE PRJ	143.01
9/20/2010	204326	3,070.04		
			RPRGRPHCS-PARKS MSTR PLAN DOCS	3,070.04
	Vendor Total	5,226.13		
FYTD for A & I REPROGRAPHICS 2406362		6,185.36		
ACCESS SECURITY CONTROLS INT., INC.				
9/13/2010	204244	1,892.00		
			ALARM SYS MONITORING-ERC	75.00
			ALARM SYS INSTALL-ERC	1,817.00
9/27/2010	204410	45.00		
			SEC MONITORING SVC-ERC	45.00
	Vendor Total	1,937.00		
FYTD for ACCESS SECURITY CONTROLS INT., INC.		2,922.00		
ADAMS, MARK L.				
9/7/2010	881080	318.73		
			RETIREE MED SEPT '10	318.73
	Vendor Total	318.73		
FYTD for ADAMS, MARK L.		956.19		
ADLERHORST INTERNATIONAL INC.				
9/7/2010	881081	283.34		
			CANINE TRAINING-PD	283.34
9/13/2010	881157	4,000.00		
			K-9 DETECTION COURSE-PD	150.00
			K-9 DETECTION COURSE-PD	3,850.00
	Vendor Total	4,283.34		
FYTD for ADLERHORST INTERNATIONAL INC.		17,723.73		
ADMINSURE				
9/7/2010	204125	2,600.00		
			WRKMNS COMP ADMIN SVCS	2,600.00
	Vendor Total	2,600.00		
FYTD for ADMINSURE		7,800.00		



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ADVANCE REFRIGERATION & ICE SYSTEMS, INC				
9/7/2010	881082	12,585.00		
			EVAPORATOR INSTALL-ANML SVCS	12,585.00
Vendor Total		12,585.00		
FYTD for ADVANCE REFRIGERATION & ICE SYSTEMS, INC		12,913.00		
ADVANCED ELECTRIC				
9/13/2010	204245	2,602.00		
			ELECT INSTALL-SENIOR CTR	813.00
			GROUND FAULT RPR-CITY YARD	1,587.00
			PLUG INSTALL-MECH SHOP	78.00
			ELECT REPAIRS-CONF & REC CTR	124.00
Vendor Total		2,602.00		
FYTD for ADVANCED ELECTRIC		2,796.00		
AECOM TECHNICAL SERVICES INC				
9/20/2010	204327	6,985.00		
			PERRIS BLVD WIDENING PROJ	6,985.00
Vendor Total		6,985.00		
FYTD for AECOM TECHNICAL SERVICES INC		6,985.00		
AGUIRRE, BERNADETTE				
9/27/2010	204411	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for AGUIRRE, BERNADETTE		20.00		
AIR CLEANING SYSTEMS INC.				
9/20/2010	204328	390.00		
			PLYMOVENT MAINT-FIRE	195.00
			PLYMOVENT MAINT-FIRE	195.00
Vendor Total		390.00		
FYTD for AIR CLEANING SYSTEMS INC.		2,188.81		
ALLIANCE BUS LINES INC				
9/20/2010	204329	1,951.12		
			BUS SVCS-CHILDS PLACE	348.87
			BUS SVCS-CHILDS PLACE	808.02
			BUS SVCS-CHILDS PLACE	445.36
			BUS SVCS-CHILDS PLACE	348.87
Vendor Total		1,951.12		
FYTD for ALLIANCE BUS LINES INC		2,549.61		



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ALLIANZ LIFE INSURANCE CO				
9/13/2010	204246	75.00	NON-EXEMPT ANNUITY	75.00
Vendor Total		75.00		
FYTD for ALLIANZ LIFE INSURANCE CO		225.00		
AMERICAN FORENSIC NURSES				
9/7/2010	881083	975.52	BLOOD DRAWS	41.08
			BLOOD DRAWS	934.44
9/27/2010	881221	903.76	BLOOD DRAWS	903.76
Vendor Total		1,879.28		
FYTD for AMERICAN FORENSIC NURSES		5,590.62		
AMERICAN RED CROSS				
9/20/2010	204330	200.00	DONATION-MEALS FOR VOLUNTEERS	200.00
Vendor Total		200.00		
FYTD for AMERICAN RED CROSS		200.00		
AMERICAN ROTARY BROOM CO.				
9/7/2010	881084	3,586.55	STREET SWEEPER BROOM KITS	1,727.65
			STREET SWEEPER BROOM KITS	1,858.90
Vendor Total		3,586.55		
FYTD for AMERICAN ROTARY BROOM CO.		8,542.13		
AMTECH ELEVATOR SERVICES				
9/7/2010	204126	121.92	ELEVATOR SVC-CITY HALL	121.92
9/20/2010	204331	121.92	ELEVATOR SVC-CITY HALL	121.92
Vendor Total		243.84		
FYTD for AMTECH ELEVATOR SERVICES		573.11		
ANDREWS-BAKER, SUE				
9/13/2010	204247	75.00	INSTRUCTOR SVCS-CPR/1ST AID	75.00
Vendor Total		75.00		
FYTD for ANDREWS-BAKER, SUE		150.00		



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ANIMAL DENTAL SERVICES				
9/13/2010	204248	1,560.40	K-9 DENTAL SVCS-PD	1,560.40
Vendor Total		1,560.40		
FYTD for ANIMAL DENTAL SERVICES		1,560.40		
ANIMAL PEST MANAGEMENT SERVICES, INC.				
9/27/2010	204412	1,790.00	PEST CNTRL-PARKS	665.00
			PEST CNTRL-PARKS	255.00
			PEST CNTRL-MARCH FLD	330.00
			PEST CNTRL-PAL	100.00
			PEST CNTRL-CFD #1	160.00
			PEST CNTRL-GOLF COURSE	180.00
			PEST CNTRL-STARS BLDG	100.00
Vendor Total		1,790.00		
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.		5,370.00		
ARROWHEAD WATER				
9/7/2010	204127	175.00	WATER PURIF RNTL-ANML SVCS	50.00
			WATER PURIF RNTL-SENIOR CTR	25.00
			WATER PURIF RNTL-SPCL DIST	25.00
			WATER PURIF RNTL-TS ANNX	25.00
			WATER PURIF RNTL-FAC ANNX	25.00
			WATER PURIF RNTL-CONF & REC CT	25.00
9/13/2010	204249	25.00	WATER PURIF RNTL-STARS	25.00
Vendor Total		200.00		
FYTD for ARROWHEAD WATER		1,622.34		
ASCAP				
9/20/2010	204332	1,219.00	LICENSE FEE-PARKS	507.92
			LICENSE FEE-PARKS	711.08
Vendor Total		1,219.00		
FYTD for ASCAP		1,219.00		
AT&T/MCI				
9/7/2010	204128	183.55	COMMUNICATION SVCS-PD	183.55
Vendor Total		183.55		
FYTD for AT&T/MCI		550.65		



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AXIS APPAREL				
9/20/2010	204333	3,441.94		
			STAFF SHIRTS-STARS	2,501.25
			STAFF SHIRTS-STARS	940.69
Vendor Total		3,441.94		
FYTD for AXIS APPAREL		3,441.94		
AYARS, MARGARET E.				
9/7/2010	204241	1,274.92		
			RETIREE MED JUN-SEP '10	1,274.92
Vendor Total		1,274.92		
FYTD for AYARS, MARGARET E.		1,274.92		
BACHER, GRACE				
9/7/2010	204129	305.60		
			RETIREE MED SEPT '10	305.60
Vendor Total		305.60		
FYTD for BACHER, GRACE		916.80		
BALLESTEROS, MARIA				
9/27/2010	204413	30.00		
			REFUND-FALSE ALARM DUPLICATE	30.00
Vendor Total		30.00		
FYTD for BALLESTEROS, MARIA		30.00		
BARNES, DARLENE				
9/7/2010	881087	114.50		
			RETIREE MED AUG '10	114.50
Vendor Total		114.50		
FYTD for BARNES, DARLENE		458.00		
BARRAGAN, CHRISTIAN				
9/7/2010	204130	200.00		
			REFUND-RNTL DEP 8/14	200.00
Vendor Total		200.00		
FYTD for BARRAGAN, CHRISTIAN		200.00		
BASIC BACKFLOW				
9/13/2010	204250	545.28		
			BACKFLOW TESTING-VARIOUS AREAS	30.00
			BACKFLOW TESTING-VARIOUS AREAS	150.00
			BACKFLOW TESTING-PARKS	365.28
Vendor Total		545.28		
FYTD for BASIC BACKFLOW		695.28		



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BATE, CHERISE				
9/13/2010	204251	50.00	REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for BATE, CHERISE		50.00		
BECKNER, PATRICK				
9/7/2010	204131	76.66	RETIREE MED AUG-SEP '10	76.66
Vendor Total		76.66		
FYTD for BECKNER, PATRICK		700.61		
BELGARDE, MARTINEAU				
9/13/2010	204252	295.00	PER DIEM-SPEC SURV. EQUIP TRNG	295.00
Vendor Total		295.00		
FYTD for BELGARDE, MARTINEAU		295.00		
BEMUS LANDSCAPE, INC.				
9/7/2010	204132	400.00	LANDSCAPE MAINT-CFD #1	400.00
9/13/2010	204253	3,034.08	LANDSCAPE MAINT-E4	146.08
			LANDSCAPE MAINT-E3 & E3A	320.00
			LANDSCAPE MAINT-E3 & E3A	2,208.00
			LANDSCAPE MAINT-E3 & E3A	40.00
			LANDSCAPE MAINT-E3 & E3A	320.00
9/27/2010	204414	13,255.58	LANDSCAPE MAINT-S AQDCT B	735.00
			LANDSCAPE MAINT-SENIOR CTR	262.50
			LANDSCAPE MAINT-N AQDCT	525.00
			LANDSCAPE MAINT-S AQDCT A	850.50
			LANDSCAPE MAINT-SCE/OLD	1,785.00
			LANDSCAPE MAINT-PAN AM SECT	600.00
			LANDSCAPE MAINT-PATRIOT PARK	400.00
			LANDSCAPE MAINT-BAY TO JFK	1,900.00
			LANDSCAPE MAINT-BIKE AQDCT	400.00
			LANDSCAPE MAINT-STARS BLDG	300.00
			LANDSCAPE MAINT-MVU SUBSTN	630.00
			LANDSCAPE MAINT-MVU	480.00
			LANDSCAPE MAINT-LIBRARY	520.00
			LANDSCAPE MAINT-CONF & REC CTR	1,900.00
			LANDSCAPE MAINT-PSB	1,197.58
			LANDSCAPE MAINT-ANML SHLTR	520.00
			LANDSCAPE MAINT-CITY YARD	250.00
Vendor Total		16,689.66		
FYTD for BEMUS LANDSCAPE, INC.		100,763.69		



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BENESYST				
9/20/2010	881188	20.13		
			COBRA SUBSIDY-M HARPER	14.43
			COBRA SUBSIDY-M HARPER	5.70
Vendor Total		20.13		
FYTD for BENESYST		60.39		
BENESYST, INC.				
9/7/2010	204133	490.00		
			COBRA ADMIN SVCS-HR	245.00
			COBRA ADMIN SVCS-HR	245.00
9/13/2010	204254	220.61		
			FLEX ADMIN SVCS	220.61
Vendor Total		710.61		
FYTD for BENESYST, INC.		1,619.14		
BIO-TOX LABORATORIES				
9/7/2010	204134	5,051.92		
			TOXICOLOGY TESTING SVCS-PD	102.69
			TOXICOLOGY TESTING SVCS-PD	652.03
			TOXICOLOGY TESTING SVCS-PD	4,297.20
Vendor Total		5,051.92		
FYTD for BIO-TOX LABORATORIES		14,324.12		
BLAIR, CHERYL				
9/7/2010	204135	324.00		
			INSTRUCTOR SVCS-BELLY DANCING	108.00
			INSTRUCTOR SVCS-BELLY DANCING	216.00
Vendor Total		324.00		
FYTD for BLAIR, CHERYL		810.00		
BLUE SHIELD OF CALIFORNIA				
9/20/2010	204334	278.85		
			HEALTH INS PREMIUMS	278.85
Vendor Total		278.85		
FYTD for BLUE SHIELD OF CALIFORNIA		1,080.57		
BOBO II, FELIX				
9/20/2010	204335	99.50		
			MILEAGE REIMBURSEMENT	99.50
Vendor Total		99.50		
FYTD for BOBO II, FELIX		384.50		



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BOICH, KRISTA				
9/27/2010	204415	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for BOICH, KRISTA		20.00		



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BRODART CO.				
9/13/2010	204256	2,041.23		
			MISC BOOKS-LIBRARY	49.64
			MISC BOOKS-LIBRARY	20.15
			MISC BOOKS-LIBRARY	42.53
			MISC BOOKS-LIBRARY	22.59
			MISC BOOKS-LIBRARY	52.13
			MISC BOOKS-LIBRARY	80.42
			MISC BOOKS-LIBRARY	22.59
			MISC BOOKS-LIBRARY	24.37
			MISC BOOKS-LIBRARY	280.47
			MISC BOOKS-LIBRARY	21.98
			MISC BOOKS-LIBRARY	37.39
			MISC BOOKS-LIBRARY	41.96
			MISC BOOKS-LIBRARY	28.04
			MISC BOOKS-LIBRARY	28.04
			MISC BOOKS-LIBRARY	18.36
			MISC BOOKS-LIBRARY	22.59
			MISC BOOKS-LIBRARY	21.98
			MISC BOOKS-LIBRARY	20.79
			MISC BOOKS-LIBRARY	32.14
			MISC BOOKS-LIBRARY	20.79
			MISC BOOKS-LIBRARY	136.43
			MISC BOOKS-LIBRARY	21.99
			MISC BOOKS-LIBRARY	73.02
			MISC BOOKS-LIBRARY	21.38
			MISC BOOKS-LIBRARY	29.40
			MISC BOOKS-LIBRARY	89.79
			MISC BOOKS-LIBRARY	119.41
			MISC BOOKS-LIBRARY	64.33
			MISC BOOKS-LIBRARY	21.56
			MISC BOOKS-LIBRARY	23.85
			MISC BOOKS-LIBRARY	21.38
			MISC BOOKS-LIBRARY	29.40
			MISC BOOKS-LIBRARY	66.02
			MISC BOOKS-LIBRARY	49.64
			MISC BOOKS-LIBRARY	23.17
			MISC BOOKS-LIBRARY	21.98
			MISC BOOKS-LIBRARY	21.38
			MISC BOOKS-LIBRARY	27.55
			MISC BOOKS-LIBRARY	23.20
			MISC BOOKS-LIBRARY	20.75
			MISC BOOKS-LIBRARY	91.70
			MISC BOOKS-LIBRARY	18.37
			MISC BOOKS-LIBRARY	22.57
			MISC BOOKS-LIBRARY	114.01
9/20/2010	204336	500.24		
			MISC BOOKS-LIBRARY	31.26
			MISC BOOKS-LIBRARY	41.36
			MISC BOOKS-LIBRARY	21.96
			MISC BOOKS-LIBRARY	62.53
			MISC BOOKS-LIBRARY	72.16
			MISC BOOKS-LIBRARY	38.65
			MISC BOOKS-LIBRARY	22.59



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			MISC BOOKS-LIBRARY	27.55
			MISC BOOKS-LIBRARY	22.57
			MISC BOOKS-LIBRARY	99.90
			MISC BOOKS-LIBRARY	43.15
			MISC BOOKS-LIBRARY	16.56
Vendor Total		2,541.47		
FYTD for BRODART CO.		11,135.26		
BRYANT, SUZANNE				
9/7/2010	204136	213.00	PER DIEM-LCC ANNL CONF.	213.00
Vendor Total		213.00		
FYTD for BRYANT, SUZANNE		213.00		
BUCKINGHAM, STAN				
9/7/2010	204137	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for BUCKINGHAM, STAN		956.19		
BURKE, JOHN R.				
9/7/2010	204138	7,993.00	RETIREE MED JAN'05-JUL'10	7,993.00
Vendor Total		7,993.00		
FYTD for BURKE, JOHN R.		7,993.00		
BURKE, WILLIAMS & SORENSEN, LLP.				
9/7/2010	881088	527.72	LEGAL SERVICES	85.50
			LEGAL SERVICES	442.22
Vendor Total		527.72		
FYTD for BURKE, WILLIAMS & SORENSEN, LLP.		527.72		



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BWI - BOOK WHOLESALERS, INC.				
9/13/2010	204257	1,380.04		
			MISC BOOKS-LIBRARY	45.79
			MISC BOOKS-LIBRARY	208.86
			MISC BOOKS-LIBRARY	28.19
			MISC BOOKS-LIBRARY	250.16
			MISC BOOKS-LIBRARY	27.95
			MISC BOOKS-LIBRARY	181.65
			MISC BOOKS-LIBRARY	27.30
			MISC BOOKS-LIBRARY	29.57
			MISC BOOKS-LIBRARY	24.59
			MISC BOOKS-LIBRARY	43.66
			MISC BOOKS-LIBRARY	15.34
			MISC BOOKS-LIBRARY	50.06
			MISC BOOKS-LIBRARY	18.70
			MISC BOOKS-LIBRARY	12.02
			MISC BOOKS-LIBRARY	15.60
			MISC BOOKS-LIBRARY	15.54
			MISC BOOKS-LIBRARY	44.54
			MISC BOOKS-LIBRARY	17.91
			MISC BOOKS-LIBRARY	64.10
			MISC BOOKS-LIBRARY	24.89
			MISC BOOKS-LIBRARY	233.62
Vendor Total		1,380.04		
FYTD for BWI - BOOK WHOLESALERS, INC.		7,271.54		
CAIN, GREGORY				
9/7/2010	881089	318.73		
			RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for CAIN, GREGORY		956.19		
CALIFORNIA MUNICIPAL UTILITIES ASSOC.				
9/7/2010	204139	4,036.00		
			ANNUAL MEMBERSHIP	4,036.00
Vendor Total		4,036.00		
FYTD for CALIFORNIA MUNICIPAL UTILITIES ASSOC.		4,036.00		
CALIFORNIA TRANSCRIPTION, LLC				
9/20/2010	881189	0.00		
			TRANSCRIPTION SVCS-PLANNING	152.49
			VOIDED CK #881189 ON 9/30/10	-152.49
9/30/2010	881239	152.49		
			TRANSCRIPTION SVCS-PLANNING	152.49
Vendor Total		152.49		
FYTD for CALIFORNIA TRANSCRIPTION, LLC		152.49		



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CALLISTER, KEVIN				
9/7/2010	204140	28.25	MILEAGE REIMBURSEMENT	28.25
Vendor Total		28.25		
FYTD for CALLISTER, KEVIN		28.25		
CAMPBELL, LARRY				
9/20/2010	204337	50.00	REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for CAMPBELL, LARRY		50.00		
CANNON, ANA M.				
9/7/2010	204141	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for CANNON, ANA M.		781.64		
CANON BUSINESS SOLUTIONS, INC.				
9/20/2010	881190	2,002.20	COPIER SVCS-STARS	2,002.20
Vendor Total		2,002.20		
FYTD for CANON BUSINESS SOLUTIONS, INC.		9,507.22		
CANON FINANCIAL SERVICES, INC.				
9/20/2010	204338	7,590.68	COPIER LEASE	7,059.29
			COPIER LEASE	531.39
9/27/2010	204416	7,590.68	COPIER LEASE	7,059.29
			COPIER LEASE	531.39
Vendor Total		15,181.36		
FYTD for CANON FINANCIAL SERVICES, INC.		22,772.04		
CARBONE, GABRIELA				
9/7/2010	204142	240.00	INSTRUCTOR SVCS-FOLKLORIC DNC	240.00
9/20/2010	204339	300.00	INSTRUCTOR SVCS-FOLKLORIC DANC	300.00
Vendor Total		540.00		
FYTD for CARBONE, GABRIELA		768.00		



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CARE ANIMAL HOSPITAL				
9/13/2010	204258	449.89	K-9 WELLNESS EXAM-PD	449.89
Vendor Total		449.89		
FYTD for CARE ANIMAL HOSPITAL		449.89		
CARTER, ROSALYN				
9/7/2010	881090	1,050.26	RETIREE MED MAY-AUG '10	1,050.26
Vendor Total		1,050.26		
FYTD for CARTER, ROSALYN		1,050.26		
CASSEL, MARY ANN				
9/13/2010	204259	75.00	INSTRUCTOR SVCS-CPR/1ST AID	75.00
Vendor Total		75.00		
FYTD for CASSEL, MARY ANN		75.00		
CATHOLIC CHARITIES				
9/27/2010	204417	14,740.39	HPRP SVCS-RENTAL ASSISTANCE	11,898.39
			HPRP SVCS-RENTAL ARREARS	2,842.00
Vendor Total		14,740.39		
FYTD for CATHOLIC CHARITIES		53,756.91		
CHANCY, CHIZURU				
9/20/2010	204340	280.80	INSTRUCTOR SVCS-HAWAIIAN DANC	70.20
			INSTRUCTOR SVCS-HAWAIIAN DANC	70.20
			INSTRUCTOR SVCS-HAWAIIAN DANC	23.40
			INSTRUCTOR SVCS-HAWAIIAN DANC	23.40
			INSTRUCTOR SVCS-HAWAIIAN DANC	46.80
			INSTRUCTOR SVCS-HAWAIIAN DANC	46.80
Vendor Total		280.80		
FYTD for CHANCY, CHIZURU		444.60		
CHANDLER ASSET MANAGEMENT, INC				
9/20/2010	881191	8,803.00	INVESTMENT MGMT SVCS	8,803.00
Vendor Total		8,803.00		
FYTD for CHANDLER ASSET MANAGEMENT, INC		26,244.00		



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CHAPMAN, STEVE				
9/7/2010	204143	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for CHAPMAN, STEVE		956.19		
CHAPPELL, ISAAC				
9/7/2010	204144	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for CHAPPELL, ISAAC		956.19		
CHICO, DANIEL				
9/13/2010	204260	295.00	PER DIEM-SPEC SURV. EQUIP TRNG	295.00
Vendor Total		295.00		
FYTD for CHICO, DANIEL		295.00		
CHRISTIAN, OWEN				
9/7/2010	881091	194.53	RETIREE MED SEPT '10	194.53
Vendor Total		194.53		
FYTD for CHRISTIAN, OWEN		583.59		
CHUNG, EMILY				
9/13/2010	204261	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for CHUNG, EMILY		20.00		



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CINTAS CORPORATION				
9/7/2010	204145	300.84		
			UNIFORM RNTL SVC-PURCHASING	3.96
			UNIFORM RNTL SVC-PURCHASING	3.96
			UNIFORM RNTL SVC-PURCHASING	3.96
			UNIFORM RNTL SVC-PURCHASING	3.96
			UNIFORM RNTL SVC-PARKS MAINT	53.01
			UNIFORM RNTL SVC-TRAFFIC MAINT	11.23
			UNIFORM RNTL SVC-TRAFFIC MAINT	11.23
			UNIFORM RNTL SVC-SIGNING CREW	13.85
			UNIFORM RNTL SVC-SIGNING CREW	13.85
			UNIFORM RNTL SVC-GRAFFITI RMVL	8.37
			UNIFORM RNTL SVC-EQUIP MAINT	25.59
			UNIFORM RNTL SVC-TREE MAINT	8.37
			UNIFORM RNTL SVC-CFD #1 CREW	13.77
			UNIFORM RNTL SVC-ST SWEEPER	5.58
			UNIFORM RNTL SVC-DRAIN MAINT	2.79
			UNIFORM RNTL SVC-ST MAINT	41.49
			UNIFORM RNTL SVC-CONC MAINT	8.37
			UNIFORM RNTL SVC-FAC MAINT	16.65
			UNIFORM RNTL SVC-GOLF CRS CREW	50.85
9/13/2010	204262	89.28		
			UNIFORM RNTL SVC-PARKS	53.01
			UNIFORM RNTL SVC-CFD #1 STAFF	13.77
			UNIFORM RNTL SVC-FAC MAINT	16.65
			UNIFORM RNTL SVC-GOLF CRS CREW	5.85
9/20/2010	204341	100.51		
			UNIFORM RNTL SVC-PARKS	53.01
			UNIFORM RNTL SVC-TRFFC MAINT	11.23
			UNIFORM RNTL SVC-CFD #1 STAFF	13.77
			UNIFORM RNTL SVC-FAC MAINT	16.65
			UNIFORM RNTL SVC-GOLF CRS STAF	5.85
9/27/2010	204418	13.85		
			UNIFORM RNTL SVC-SIGNING STAFF	13.85
Vendor Total		504.48		
FYTD for CINTAS CORPORATION		2,678.63		
CITY OF MORENO VALLEY VEBA TRUST				
9/13/2010	881158	4,125.00		
			EXEMPT VEBA	4,125.00
Vendor Total		4,125.00		
FYTD for CITY OF MORENO VALLEY VEBA TRUST		12,250.00		



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CNOA				
9/20/2010	204342	180.00		
			9/17/10 MAJOR DRUG TRAF TRNG	45.00
			9/17/10 MAJOR DRUG TRAF TRNG	45.00
			9/17/10 MAJOR DRUG TRAF TRNG	45.00
			9/17/10 MAJOR DRUG TRAF TRNG	45.00
Vendor Total		180.00		
FYTD for CNOA		180.00		
COLONIAL SUPPLEMENTAL INSURANCE				
9/7/2010	204146	7,137.63		
			SUPPLEMENTAL INSURANCE	7,137.63
Vendor Total		7,137.63		
FYTD for COLONIAL SUPPLEMENTAL INSURANCE		21,412.89		
COMMUNITY HEALTH CHARITIES				
9/13/2010	204263	151.47		
			CHC CONTRIBUTIONS	151.47
9/27/2010	204419	151.47		
			CHC CONTRIBUTIONS	151.47
Vendor Total		302.94		
FYTD for COMMUNITY HEALTH CHARITIES		1,060.29		
COMPETITIVE STRIDE				
9/20/2010	204343	807.47		
			SPORTS AWARDS-PARKS	574.74
			SPORTS AWARDS-PARKS	232.73
Vendor Total		807.47		
FYTD for COMPETITIVE STRIDE		1,351.22		
CONVERT-A-DOC				
9/7/2010	204147	3,312.90		
			ELECTR ARCHIVING OF B&S DOCS	3,312.90
Vendor Total		3,312.90		
FYTD for CONVERT-A-DOC		4,024.06		
CORDOVA, REGINA				
9/13/2010	204264	43.69		
			REFUND-HARNESS RTRN	14.85
			REFUND-HARNESS RTRN	25.70
			REFUND-HARNESS RTRN	3.14
Vendor Total		43.69		
FYTD for CORDOVA, REGINA		43.69		



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COSTCO				
9/7/2010	204148	3,307.07		
			MISC SUPPLIES-CHILDS PLACE	1,323.34
			MISC SUPPLIES-STARS	1,786.04
			MISC SUPPLIES-STARS	125.54
			MISC SUPPLIES-STARS	72.15
9/20/2010	204344	441.39		
			MISC SUPPLIES-STARS	105.74
			MISC SUPPLIES-STARS	14.46
			MISC SUPPLIES-STARS	98.26
			MISC SUPPLIES-STARS	108.46
			MISC SUPPLIES-STARS	114.47
Vendor Total		3,748.46		
FYTD for COSTCO		17,656.84		
COUNTRY SQUIRE ESTATES				
9/27/2010	204420	98.02		
			REFUND-UT USER TAXES	98.02
Vendor Total		98.02		
FYTD for COUNTRY SQUIRE ESTATES		295.83		
COUNTY OF RIVERSIDE-TLMA-GIS				
9/7/2010	204149	2,800.00		
			DATA DISTRIBUTION PGRM	2,800.00
Vendor Total		2,800.00		
FYTD for COUNTY OF RIVERSIDE-TLMA-GIS		3,198.95		
CRAIG, ROSE				
9/27/2010	204421	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for CRAIG, ROSE		20.00		
CRANE ARCHITECTURAL GROUP				
9/13/2010	204265	2,532.50		
			PUB SFTY BLDG RENOVATION PROJ	2,532.50
Vendor Total		2,532.50		
FYTD for CRANE ARCHITECTURAL GROUP		5,555.00		
CRIME SCENE STERI-CLEAN, LLC				
9/13/2010	204266	500.00		
			BIO-HAZARD CLEAN UP-PD	500.00
Vendor Total		500.00		
FYTD for CRIME SCENE STERI-CLEAN, LLC		500.00		



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CRITICAL SOLUTIONS				
9/7/2010	204150	24,763.76	EMRGNCY OPS CTR PROJ SVCS	24,763.76
Vendor Total		24,763.76		
FYTD for CRITICAL SOLUTIONS		76,441.48		
CROOK, LEON				
9/7/2010	204151	61.00	REFUND-FLAG FOOTBALL REGIST	61.00
Vendor Total		61.00		
FYTD for CROOK, LEON		61.00		
CRUZ, MICHAEL				
9/13/2010	204267	686.00	TRAVEL EXP-EMERG MGMT CONF.	402.00
			TRAVEL EXP-EMERG MGMT CONF.	284.00
Vendor Total		686.00		
FYTD for CRUZ, MICHAEL		686.00		
CSMFO (CA SOCIETY OF MUNI FINANCE OFF)				
9/27/2010	204422	50.00	REGIST-INTRO TO GOVT ACCTG	50.00
Vendor Total		50.00		
FYTD for CSMFO (CA SOCIETY OF MUNI FINANCE OFF)		50.00		
CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH				
9/20/2010	204345	208.00	HEALTH PERMIT RNWL-VALLEY SKAT	208.00
Vendor Total		208.00		
FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH		208.00		
D & D SERVICES DBA D & D DISPOSAL, INC.				
9/27/2010	204423	1,945.00	DISPOSAL SVCS-ANML SHLTR	745.00
			DISPOSAL SVCS-ANML SHLTR	1,200.00
Vendor Total		1,945.00		
FYTD for D & D SERVICES DBA D & D DISPOSAL, INC.		4,235.00		
DALE, KATHLEEN				
9/7/2010	881092	315.59	RETIREE MED SEPT '10	315.59
Vendor Total		315.59		
FYTD for DALE, KATHLEEN		946.77		



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DATA TICKET, INC.				
9/7/2010	881093	118.50	CITATION PRCSSNG-BLDG/SFTY	118.50
9/13/2010	881159	517.69	CITATION PRCSSNG-ANML SVCS	517.69
9/27/2010	881222	1,919.01	CITATION PRCSSNG-CODE	1,919.01
Vendor Total		2,555.20		
FYTD for DATA TICKET, INC.		40,479.25		
DATAQUICK CORPORATE HEADQUARTERS				
9/27/2010	204424	130.50	ONLINE SVCS-PD	130.50
Vendor Total		130.50		
FYTD for DATAQUICK CORPORATE HEADQUARTERS		391.50		
DAVID EVANS & ASSOCIATES, INC.				
9/7/2010	204152	2,718.00	SUNNYMD BLVD REVIT PROJ SVCS	2,718.00
Vendor Total		2,718.00		
FYTD for DAVID EVANS & ASSOCIATES, INC.		5,494.93		
DAVIS-ROOTS, JOHNNIE				
9/7/2010	204153	61.00	REFUND-FLAG FOOTBALL REGIST	61.00
Vendor Total		61.00		
FYTD for DAVIS-ROOTS, JOHNNIE		61.00		
DELTA DENTAL				
9/7/2010	204154	11,051.23	EMPLOYEE DENTAL INSURANCE	11,051.23
Vendor Total		11,051.23		
FYTD for DELTA DENTAL		33,638.78		
DELTACARE USA				
9/13/2010	204268	6,304.53	EMPLOYEE DENTAL INSURANCE	6,304.53
Vendor Total		6,304.53		
FYTD for DELTACARE USA		19,189.20		
DESIGN WORKS				
9/27/2010	204425	395.10	SPORTS T-SHIRTS-PARKS	395.10
Vendor Total		395.10		
FYTD for DESIGN WORKS		4,781.82		



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DILLARD, TAMARA				
9/7/2010	204155	34.00	REFUND-STACC CHURCH EVNT	34.00
Vendor Total		34.00		
FYTD for DILLARD, TAMARA		34.00		
DOMOKOS, DANIELLE				
9/13/2010	204269	50.00	REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for DOMOKOS, DANIELLE		50.00		
DORY, ALLEEN F.				
9/7/2010	204156	194.53	RETIREE MED SEPT '10	194.53
Vendor Total		194.53		
FYTD for DORY, ALLEEN F.		583.59		
DUNLAP, SYLVESTER				
9/7/2010	204157	50.00	REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for DUNLAP, SYLVESTER		50.00		
DURAN, BLANCA				
9/20/2010	204346	231.00	INSTRUCTOR SVCS-FOLKLORIC DANC	231.00
Vendor Total		231.00		
FYTD for DURAN, BLANCA		798.00		
E.R. BLOCK PLUMBING & HEATING, INC.				
9/7/2010	204158	80.00	BACKFLOW TESTING-WQB	60.00
			BACKFLOW TESTING-ZN S	20.00
9/27/2010	204426	20.00	BACKFLOW TESTING-WQB	20.00
Vendor Total		100.00		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.		5,987.95		
E2I NET DESIGN, LLC				
9/7/2010	204242	5,000.00	ANNUAL MAINT-DATA CMMND POST	5,000.00
Vendor Total		5,000.00		
FYTD for E2I NET DESIGN, LLC		5,750.00		



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EASTERN MUNICIPAL WATER DISTRICT				
9/7/2010	204159	19,026.99		
			WATER CHARGES	84.25
			WATER CHARGES	192.60
			WATER CHARGES	428.04
			WATER CHARGES	5,885.76
			WATER CHARGES	563.14
			WATER CHARGES	3,399.14
			WATER CHARGES	3,513.40
			WATER CHARGES	4,006.85
			WATER CHARGES	62.77
			WATER CHARGES	241.86
			WATER CHARGES	542.28
			WATER CHARGES	106.90
	Vendor Total	19,026.99		
FYTD for EASTERN MUNICIPAL WATER DISTRICT		521,498.14		
EDGELANE MOBILE PARK				
9/13/2010	881160	10.13		
			REFUND-UT USER TAXES	10.13
	Vendor Total	10.13		
FYTD for EDGELANE MOBILE PARK		32.04		
EDGEMONT COMMUNITY SERVICES DISTRICT				
9/20/2010	204348	757.14		
			ANNUAL LIGHTING USER FEES	652.14
			ANNUAL SEWER USER FEES	105.00
	Vendor Total	757.14		
FYTD for EDGEMONT COMMUNITY SERVICES DISTRICT		757.14		
EGGERSTEN, ANNE				
9/7/2010	204160	305.60		
			RETIREE MED SEPT '10	305.60
	Vendor Total	305.60		
FYTD for EGGERSTEN, ANNE		916.80		
ELLIOTT, NISHA				
9/7/2010	204161	230.40		
			INSTRUCTOR SVCS-KICKBOXING	158.40
			INSTRUCTOR SVCS-KICKBOXING	72.00
	Vendor Total	230.40		
FYTD for ELLIOTT, NISHA		648.00		



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EMERGENT BATTERY TECHNOLOGIES				
9/13/2010	204270	5,611.50	12-VOLT BATTERIES	5,611.50
Vendor Total		5,611.50		
FYTD for EMERGENT BATTERY TECHNOLOGIES		5,611.50		
EMPIRE FINANCIAL MORTGAGE				
9/13/2010	204271	41.04	REFUND-BUS LIC OVRPMT	41.04
Vendor Total		41.04		
FYTD for EMPIRE FINANCIAL MORTGAGE		41.04		
EMPLOYMENT DEVELOPMENT DEPARTMENT				
9/3/2010	2705	705.56	STATE INCOME TAX W/H 9/3/10	705.56
Vendor Total		705.56		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		245,745.67		
ENCO UTILITY SERVICES MORENO VALLEY LLC				
9/13/2010	204272	3,750.00	CABINET LEASE-COTTONWOOD	17.89
			CABINET LEASE-COTTONWOOD	1,232.11
			CABINET LEASE-INDIAN	52.90
			CABINET LEASE-INDIAN	1,197.10
			CABINET LEASE-IRIS	70.04
			CABINET LEASE-IRIS	1,179.96
9/20/2010	204349	6,966.73	ELECTRIC METER CHARGES	2,338.92
			PROF SERVICES 40-203 EPC	492.75
			PROF SERVICES PM 35629	3,963.86
			PROF SERVICES PA08-0013	85.66
			PROF SERVICES 40-229-B	85.54
Vendor Total		10,716.73		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		339,299.01		
ENVIRONMENTAL & REGULATORY SPECIALST,INC				
9/20/2010	881192	4,105.00	REGULATORY PERMITTING	4,105.00
Vendor Total		4,105.00		
FYTD for ENVIRONMENTAL & REGULATORY SPECIALST,INC		8,885.00		
ESKEL/PORTER CONSULTING, INC.				
9/20/2010	881193	720.00	CONSULTING SVCS	720.00
Vendor Total		720.00		
FYTD for ESKEL/PORTER CONSULTING, INC.		900.00		



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ESRI, INC.				
9/20/2010	881194	2,055.38	ARCPAD SOFTWARE LICENSES	2,055.38
Vendor Total		2,055.38		
FYTD for ESRI, INC.		28,150.92		
EVANS ENGRAVING & AWARDS				
9/13/2010	881161	81.56	ENGRAVING SVCS-PLAQUES	45.67
			ENGRAVING SVCS-PLAQUE	30.45
			ENGRAVING SVCS-PLAQUE	5.44
Vendor Total		81.56		
FYTD for EVANS ENGRAVING & AWARDS		501.26		
EWING IRRIGATION PRODUCTS, INC.				
9/13/2010	204273	152.87	IRRIGATION PARTS-CFD #1	114.42
			IRRIGATION PARTS-PARKS	38.45
9/27/2010	204428	43.17	IRRIGATION SUPPLIES-PARKS	43.17
Vendor Total		196.04		
FYTD for EWING IRRIGATION PRODUCTS, INC.		7,576.45		
EXACT BUILD, INC.				
9/20/2010	204350	9,000.00	MOBILEHOME GRANT-CONTRACT SVCS	9,000.00
Vendor Total		9,000.00		
FYTD for EXACT BUILD, INC.		9,000.00		
EXCEL LANDSCAPE, INC				
9/20/2010	204351	12,476.48	LANDSCAPE MAINT-E7	2,777.17
			LANDSCAPE MAINT-E7	2,777.17
			LANDSCAPE MAINT-E14	3,461.07
			LANDSCAPE MAINT-E14	3,461.07
Vendor Total		12,476.48		
FYTD for EXCEL LANDSCAPE, INC		25,065.70		
FAMILY SERVICE ASSOCIATION				
9/7/2010	204162	8,028.60	HPRP SVCS-RENTAL ARREARS	104.60
			HPRP SVCS-RENTAL ASSISTANCE	7,924.00
Vendor Total		8,028.60		
FYTD for FAMILY SERVICE ASSOCIATION		39,719.83		



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FEDERAL EXPRESS				
9/7/2010	204163	8.16	EXPRESS MAILING SVCS	8.16
Vendor Total		8.16		
FYTD for FEDERAL EXPRESS		44.16		
FEENSTRA, JOHN				
9/7/2010	881096	361.25	RETIREE MED SEPT '10	361.25
Vendor Total		361.25		
FYTD for FEENSTRA, JOHN		1,083.75		
FINESSE PERSONNEL ASSOCIATES				
9/20/2010	881195	4,860.00	TEMP SVCS-A FEAL W/E 8/14	1,215.00
			TEMP SVCS-A FEAL W/E 8/21	1,215.00
			TEMP SVCS-A FEAL W/E 8/28	1,215.00
			TEMP SVCS-A FEAL W/E 9/4	1,215.00
Vendor Total		4,860.00		
FYTD for FINESSE PERSONNEL ASSOCIATES		16,587.93		
FIRST CHOICE SERVICES				
9/7/2010	881097	58.76	COFFEE SVCS-EMP PAID	58.76
9/13/2010	881162	582.48	COFFEE SVCS-EMP PAID	56.76
			COFFEE SVCS-EMP PAID	54.32
			COFFEE SVCS-EMP PAID	137.23
			COFFEE SVCS-EMP PAID	110.43
			COFFEE SVCS-EMP PAID	92.81
			COFFEE SVCS-EMP PAID	48.38
			COFFEE SVCS-EMP PAID	82.55
9/20/2010	881196	99.96	COFFEE SVCS-EMP PAID	99.96
Vendor Total		741.20		
FYTD for FIRST CHOICE SERVICES		2,120.43		
FITNESS 19 CA 155 11C				
9/27/2010	204429	257.00	GYM MEMBERSHIP DEDUCTIONS	257.00
Vendor Total		257.00		
FYTD for FITNESS 19 CA 155 11C		771.00		



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FOCUS ESTATES, INC				
9/13/2010	204274	7,918.20	MOBILEHOME GRANT-CONTRACT SVCS	7,918.20
Vendor Total		7,918.20		
FYTD for FOCUS ESTATES, INC		7,918.20		
FORM PRINT COMPANY FPC GRAPHICS				
9/13/2010	204275	2,860.23	DOOR HANGERS-ANML SVCS	2,626.53
			DOOR HANGERS-ANML SVCS	233.70
9/20/2010	204352	2,637.21	RECEIPT BOOKS-TREASURY	2,248.95
			RECEIPT BOOKS-TREASURY	179.92
			ENVELOPES	208.34
Vendor Total		5,497.44		
FYTD for FORM PRINT COMPANY FPC GRAPHICS		21,022.60		
FOSTER, JAMES BARRY				
9/13/2010	204276	234.17	TRAVEL EXP-ICSC WEST DIV CONF.	42.17
			TRAVEL EXP-ICSC WEST DIV CONF.	192.00
Vendor Total		234.17		
FYTD for FOSTER, JAMES BARRY		234.17		
FOSTER, NANCY A.				
9/7/2010	204164	315.59	RETIREE MED SEPT '10	315.59
Vendor Total		315.59		
FYTD for FOSTER, NANCY A.		946.77		
FRANCHISE TAX BOARD				
9/13/2010	204277	62.50	GARNISHMENT	50.00
			GARNISHMENT	12.50
9/27/2010	204430	62.50	GARNISHMENT	50.00
			GARNISHMENT	12.50
Vendor Total		125.00		
FYTD for FRANCHISE TAX BOARD		437.50		
FRANKLIN, L. C.				
9/20/2010	204353	142.00	MILEAGE REIMBURSEMENT	142.00
Vendor Total		142.00		
FYTD for FRANKLIN, L. C.		142.00		



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FREEMAN, SHANIKQUA				
9/13/2010	204278	0.00		
			TRAVEL EXP-ICSC WEST DIV CONF.	92.17
			TRAVEL EXP-ICSC WEST DIV CONF.	192.00
			VOIDED CK #204278 ON 9/20/10	-92.17
			VOIDED CK #204278 ON 9/20/10	-192.00
	Vendor Total	0.00		
FYTD for FREEMAN, SHANIKQUA		0.00		
GALLEGOS, MINERVA				
9/7/2010	204165	20.00		
			REFUND-RABIES DEPOSIT	20.00
	Vendor Total	20.00		
FYTD for GALLEGOS, MINERVA		20.00		
GARDNER, BARBARA				
9/13/2010	204280	10.00		
			REFUND-ANML LIC FEE	10.00
	Vendor Total	10.00		
FYTD for GARDNER, BARBARA		10.00		
GASTON, RICHARD				
9/7/2010	881098	318.73		
			RETIREE MED SEPT '10	318.73
	Vendor Total	318.73		
FYTD for GASTON, RICHARD		956.19		
GAVALDON, GRACE				
9/7/2010	204166	95.00		
			REFUND-RABIES DEPOSIT	20.00
			REFUND-S/N DEPOSIT	75.00
	Vendor Total	95.00		
FYTD for GAVALDON, GRACE		95.00		



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GENERAL SECURITY SERVICES, INC.				
9/7/2010	881099	1,135.16		
			SECURITY SVCS-CONF & REC CTR	322.14
			SECURITY SVCS-UTILITY ANNX	276.12
			SECURITY SVCS-CONF & REC CTR	322.14
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-TOWNGATE CTR	92.04
9/13/2010	881163	859.04		
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-SENIOR CTR	214.76
			SECURITY SVCS-TOWNGATE CTR	92.04
9/20/2010	881197	1,068.05		
			SECURITY SVCS-CONF & REC CTR	306.80
			SECURITY SVCS-UTILITY ANNX	276.12
			SECURITY SVCS-CONF & REC CTR	322.14
			SECURITY SVCS-TOWNGATE CTR	162.99
9/27/2010	881223	421.85		
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-TOWNGATE CTR	76.70
			SECURITY SVCS-TOWNGATE CTR	99.71
Vendor Total		3,484.10		
FYTD for GENERAL SECURITY SERVICES, INC.		12,956.55		
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP				
9/7/2010	881100	2,403.25		
			LEGAL SVCS-COMM PRK SOCCER FLD	2,403.25
9/13/2010	881164	3,520.50		
			LEGAL SVCS-SUNNYMD BLVD PROJ	1,262.75
			LEGAL SVCS-SUNNYMD BLVD PROJ	2,257.75
Vendor Total		5,923.75		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		23,179.70		
GONG ENTERPRISES, INC.				
9/20/2010	204354	436.40		
			PLAN CHECK SVCS-PM36262	436.40
Vendor Total		436.40		
FYTD for GONG ENTERPRISES, INC.		15,661.40		
GONZALES, DOMILENA R.				
9/7/2010	881101	220.26		
			RETIREE MED JUL '10	220.26
Vendor Total		220.26		
FYTD for GONZALES, DOMILENA R.		660.78		



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GONZALES, LORENZ R.				
9/13/2010	204281	57.50	MILEAGE REIMBURSEMENT	57.50
Vendor Total		57.50		
FYTD for GONZALES, LORENZ R.		57.50		
GONZALEZ, GLORIA				
9/27/2010	204432	75.00	REFUND-SPAY/NEUTER DEPOSIT	75.00
Vendor Total		75.00		
FYTD for GONZALEZ, GLORIA		75.00		
GONZALEZ, LILIA				
9/20/2010	204355	31.20	REFUND-DANCE EXPLORATION	31.20
Vendor Total		31.20		
FYTD for GONZALEZ, LILIA		31.20		
GONZALEZ, PRISCILLA				
9/7/2010	204167	75.00	REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for GONZALEZ, PRISCILLA		75.00		
GORM INC.				
9/13/2010	204282	2,167.08	JANITORIAL SUPPLIES-CFD #1	381.71
			JANITORIAL SUPPLIES-PARKS	1,785.37
9/27/2010	204433	54.16	JANITORIAL SUPPLIES-PARKS	54.16
Vendor Total		2,221.24		
FYTD for GORM INC.		2,221.24		
GOZDECKI, DAN				
9/20/2010	881198	378.00	INSTRUCTOR SVCS-KUNG FU	378.00
Vendor Total		378.00		
FYTD for GOZDECKI, DAN		2,079.00		
GRAFFITI TRACKER, INC.				
9/20/2010	881199	12,000.00	GRAFFITI ANALYSIS/TRACKING SVC	4,000.00
			GRAFFITI ANALYSIS/TRACKING SVC	4,000.00
			GRAFFITI ANALYSIS/TRACKING SVC	4,000.00
Vendor Total		12,000.00		
FYTD for GRAFFITI TRACKER, INC.		12,510.00		



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GRANICUS, INC.				
9/13/2010	204283	1,000.00	VIDEO STREAMING SVC	1,000.00
Vendor Total		1,000.00		
FYTD for GRANICUS, INC.		3,000.00		
GRANITE CAPITOL				
9/27/2010	204434	1,521.09	REFUND-CLOSED TRUST ACCOUNT	1,521.09
Vendor Total		1,521.09		
FYTD for GRANITE CAPITOL		2,740.80		
GRIFFIN, MARLENE C				
9/7/2010	881102	305.60	RETIREE MED SEPT '10	305.60
Vendor Total		305.60		
FYTD for GRIFFIN, MARLENE C		916.80		
GUEST SERVICES				
9/7/2010	204168	234.48	COURSE R220 - 9/20-10/1/10	234.48
Vendor Total		234.48		
FYTD for GUEST SERVICES		703.44		
GUILIANO, MARIA				
9/20/2010	204356	132.00	INSTRUCTOR SVCS-ZUMBA FITNESS	132.00
Vendor Total		132.00		
FYTD for GUILIANO, MARIA		132.00		
GUILLAN, REBECCA S.				
9/7/2010	204169	263.06	RETIREE MED SEPT '10	263.06
Vendor Total		263.06		
FYTD for GUILLAN, REBECCA S.		789.18		
GUILLIS, LINDA B.				
9/7/2010	204170	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for GUILLIS, LINDA B.		956.19		



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GUTIERREZ, ROBERT				
9/7/2010	204171	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for GUTIERREZ, ROBERT		956.19		
GUZMAN'S CART SERVICE				
9/13/2010	881165	4,049.00	CART RTRVL SVCS-CODE	4,049.00
Vendor Total		4,049.00		
FYTD for GUZMAN'S CART SERVICE		12,147.00		
HAMLIN, WILLIAM R.				
9/7/2010	881103	315.59	RETIREE MED SEPT '10	315.59
Vendor Total		315.59		
FYTD for HAMLIN, WILLIAM R.		946.77		
HANES, MARTIN D.				
9/7/2010	881104	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for HANES, MARTIN D.		956.19		
HANIGAN BUSINESS FORMS				
9/27/2010	881224	1,343.93	MVP PARKING NOTICES-CODE	1,343.93
Vendor Total		1,343.93		
FYTD for HANIGAN BUSINESS FORMS		1,343.93		
HANSEN, ROBERT L.				
9/7/2010	204172	142.00	PER DIEM-LCC ANNL CONF.	142.00
Vendor Total		142.00		
FYTD for HANSEN, ROBERT L.		142.00		
HARDING, JOHN S.				
9/7/2010	204173	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for HARDING, JOHN S.		956.19		



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HARTMANN, RICK				
9/7/2010	204174	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for HARTMANN, RICK		956.19		
HATFIELD, CHARLES				
9/7/2010	204175	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for HATFIELD, CHARLES		956.19		
HATZL-PATTERSON, NINA MICHELE				
9/13/2010	204284	284.17	TRAVEL EXP-ICSC WEST DIV CONF.	92.17
			TRAVEL EXP-ICSC WEST DIV CONF.	192.00
Vendor Total		284.17		
FYTD for HATZL-PATTERSON, NINA MICHELE		284.17		
HDL SOFTWARE LLC				
9/13/2010	204285	10,106.72	SOFTWARE MAINT-BUS LIC	7,350.80
			WEB MODULE MAINT-BUS LIC	1,538.88
			SOFTWARE MAINT-FALSE ALRM	1,217.04
Vendor Total		10,106.72		
FYTD for HDL SOFTWARE LLC		10,106.72		
HEFFLEY, ROSS W.				
9/7/2010	881105	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for HEFFLEY, ROSS W.		956.19		
HERRICK, ROBERT D.				
9/7/2010	204176	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for HERRICK, ROBERT D.		956.19		
HLP, INC.				
9/13/2010	881166	17,748.00	SOFTWARE MAINT-ANML SVCS	17,748.00
Vendor Total		17,748.00		
FYTD for HLP, INC.		17,748.00		



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HOGARD, JOHN T.				
9/20/2010	204357	119.00	MILEAGE REIMBURSEMENT	119.00
Vendor Total		119.00		
FYTD for HOGARD, JOHN T.		119.00		
HOLTZ, GLORIA				
9/27/2010	204436	75.00	REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for HOLTZ, GLORIA		75.00		
HOPKINS, ERICA				
9/20/2010	204358	75.00	REFUND-RNTL DEP 9/4	75.00
Vendor Total		75.00		
FYTD for HOPKINS, ERICA		75.00		
HOPKINS, ERICA WILLIAMS				
9/20/2010	204359	200.00	REFUND-MBL STG RNTL DEP	150.00
			REFUND-SND SYS RNTL DEP	50.00
Vendor Total		200.00		
FYTD for HOPKINS, ERICA WILLIAMS		200.00		
HOUSER, EDITH E.				
9/7/2010	204177	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for HOUSER, EDITH E.		956.19		
HUNTER, EMILY				
9/27/2010	204437	75.00	REFUND-SPAY/NEUTER DEPOSIT	75.00
Vendor Total		75.00		
FYTD for HUNTER, EMILY		75.00		
ICMA RETIREMENT CORP 457				
9/10/2010	2710	9,152.04	DEF COMP 457 9/10/10	9,152.04
9/24/2010	2718	9,152.04	DEF COMP 457 9/24/10	9,152.04
Vendor Total		18,304.08		
FYTD for ICMA RETIREMENT CORP 457		56,058.09		



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IL SORRENTO MOBILE PARK				
9/13/2010	204286	205.13	REFUND-UT USER TAXES	205.13
Vendor Total		205.13		
FYTD for IL SORRENTO MOBILE PARK		452.94		
ING USA ANNUITY & LIFE INSURANCE CO.				
9/13/2010	204287	475.00	NON-EXEMPT ANNUITY	475.00
Vendor Total		475.00		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.		1,425.00		
INLAND ALTERNATOR & STARTER				
9/7/2010	204178	538.31	MISC PARTS	135.94
			MISC PARTS	402.37
Vendor Total		538.31		
FYTD for INLAND ALTERNATOR & STARTER		538.31		
INLAND CONTRACTORS, INC.				
9/20/2010	881201	2,433.55	CONTRACT SVCS-16792 HOLLYHOCK	427.72
			CONTRACT SVCS-12411 PRAIRIE WI	2,005.83
Vendor Total		2,433.55		
FYTD for INLAND CONTRACTORS, INC.		7,299.55		
INLAND EMPIRE PROPERTY SERVICE, INC				
9/13/2010	881167	1,711.00	WEED ABATEMENT SVC-FIRE PREV	425.00
			WEED ABATEMENT SVC-FIRE PREV	201.50
			WEED ABATEMENT SVC-FIRE PREV	201.50
			WEED ABATEMENT SVC-FIRE PREV	201.50
			WEED ABATEMENT SVC-FIRE PREV	201.50
			WEED ABATEMENT SVC-FIRE PREV	195.00
			WEED ABATEMENT SVC-FIRE PREV	188.00
			WEED ABATEMENT SVC-PARKS	97.00
Vendor Total		1,711.00		
FYTD for INLAND EMPIRE PROPERTY SERVICE, INC		45,040.68		
INSIDE PLANTS, INC.				
9/7/2010	881107	316.00	PLANT MAINT-CONF & REC CTR	316.00
9/13/2010	881168	316.00	PLANT MAINT-CONF & REC CTR	316.00
Vendor Total		632.00		
FYTD for INSIDE PLANTS, INC.		948.00		



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INTERNAL REVENUE SERVICE				
9/3/2010	2704	3,036.79	FED INCOME TAX W/H 9/3/10	3,036.79
Vendor Total		3,036.79		
FYTD for INTERNAL REVENUE SERVICE		881,177.24		
INTERNATIONAL HISPANIC NETWORK				
9/20/2010	204360	50.00	FY 10-11 MEMBERSHIP DUES	50.00
Vendor Total		50.00		
FYTD for INTERNATIONAL HISPANIC NETWORK		50.00		
IRON MOUNTAIN OFF-SITE DATA PROTECTION				
9/13/2010	204288	992.85	DATA STORAGE SVCS	992.85
Vendor Total		992.85		
FYTD for IRON MOUNTAIN OFF-SITE DATA PROTECTION		2,915.40		
J D H CONTRACTING				
9/7/2010	881108	12,464.00	GATEWY PRK RSTRM ROOF RPLCMNT	6,747.00
			WESTBLFF PRK RSTRM ROOF RPLCMN	4,991.00
			GATEWY PARK RSTRM ROOF RPLCMNT	630.00
			WESTBLFF PRK RSTRM ROOF RPLCMN	96.00
9/13/2010	881169	5,182.60	CONTRACT SVCS-GOLF CTR PROJ	5,182.60
9/13/2010	881170	6,753.00	CONTRACT SVCS-SENIOR CTR PROJ	6,753.00
9/20/2010	881202	15,547.80	GOLF CTR RENOVATION	15,547.80
9/27/2010	881225	20,730.40	GOLF CTR RENOVATION	20,730.40
Vendor Total		60,677.80		
FYTD for J D H CONTRACTING		97,276.80		
JANNEY & JANNEY ATTORNEY SVCS, INC.				
9/13/2010	204289	303.00	RETAINER FEE	75.00
			PROCESS SERVICE-HR	114.00
			PROCESS SERVICE-HR	114.00
Vendor Total		303.00		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.		624.65		



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JAYPRO SPORTS, INC				
9/13/2010	204290	3,553.00	CURTAIN REPAIRS-CONF & REC CTR	3,553.00
Vendor Total		3,553.00		
FYTD for JAYPRO SPORTS, INC		3,553.00		
JCG CONSULTING				
9/27/2010	204438	535.00	OCT6-8 QSD/QSP STORM WATER TRN	535.00
Vendor Total		535.00		
FYTD for JCG CONSULTING		535.00		
JDEDGE SOFTWARE, LLC				
9/8/2010	881156	892.50	CONSULTING SVCS	892.50
9/13/2010	881171	2,125.00	CONSULTING SVCS	2,125.00
9/20/2010	881203	850.00	CONSULTING SVCS	850.00
Vendor Total		3,867.50		
FYTD for JDEDGE SOFTWARE, LLC		5,812.50		
JOE A. GONSALVES & SON				
9/20/2010	881204	6,300.00	REPRESENTATION SVCS	3,150.00
			REPRESENTATION SVCS	3,150.00
Vendor Total		6,300.00		
FYTD for JOE A. GONSALVES & SON		6,300.00		
JONES III, JOSEPH				
9/27/2010	204439	92.50	MILEAGE REIMBURSEMENT	36.50
			MILEAGE REIMBURSEMENT	56.00
Vendor Total		92.50		
FYTD for JONES III, JOSEPH		211.00		
JONES, SUSAN				
9/7/2010	881109	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for JONES, SUSAN		956.19		



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KABBINAVAR, FAIROOZ				
9/13/2010	204291	200.00	REFUND-ADMIN CITATION	200.00
Vendor Total		200.00		
FYTD for KABBINAVAR, FAIROOZ		200.00		
KFC				
9/7/2010	204179	0.00	RFND FALSE ALARM FEE VOIDED CK #204179 ON 9/20/10	200.00 -200.00
Vendor Total		0.00		
FYTD for KFC		0.00		
KIMBLE, KENDRA				
9/7/2010	204180	61.00	REFUND-FLAG FOOTBALL REGIST REFUND-FLAG FOOTBALL REGIST	11.00 50.00
Vendor Total		61.00		
FYTD for KIMBLE, KENDRA		61.00		
KING, PATRICIA A.				
9/7/2010	204181	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for KING, PATRICIA A.		956.19		
KOLB, CHARLES E.				
9/7/2010	881110	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for KOLB, CHARLES E.		956.19		
KOLLAR, KYLE				
9/7/2010	204182	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for KOLLAR, KYLE		956.19		
KRONOSWISS OF AMERICA				
9/13/2010	204292	60.87	REFUND-BUS LIC OVRPMT	60.87
Vendor Total		60.87		
FYTD for KRONOSWISS OF AMERICA		60.87		



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KYLE, GARY M.				
9/7/2010	881111	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for KYLE, GARY M.		956.19		
LAFATA, JOSEPHINE				
9/7/2010	881112	315.59	RETIREE MED SEPT '10	315.59
Vendor Total		315.59		
FYTD for LAFATA, JOSEPHINE		946.77		
LAWN TECH EQUIPMENT				
9/7/2010	881113	336.97	TREE EQUIP-LABOR	72.00
			TREE EQUIP-PARTS	100.15
			TREE EQUIP-LABOR	56.00
			TREE EQUIP-PARTS	108.82
Vendor Total		336.97		
FYTD for LAWN TECH EQUIPMENT		446.97		
LAWYERS TITLE INC				
9/14/2010	1009061	15,101.00	ESCROW DEPOSIT-APN 292-182-015	15,101.00
Vendor Total		15,101.00		
FYTD for LAWYERS TITLE INC		29,153.00		
LEADING EDGE LEARNING CENTER				
9/7/2010	204183	963.36	INSTRUCTOR SVCS-GED	264.00
			INSTRUCTOR SVCS-LDRSHP ACDMY	132.00
			INSTRUCTOR SVCS-READING RASCAL	567.36
Vendor Total		963.36		
FYTD for LEADING EDGE LEARNING CENTER		963.36		
LEGGETT, ADELENE				
9/7/2010	204184	61.00	REFUND-FLAG FOOTBALL REGIST	61.00
Vendor Total		61.00		
FYTD for LEGGETT, ADELENE		61.00		
LEWIS, CAROLYN S.				
9/7/2010	881114	315.59	RETIREE MED SEPT '10	315.59
Vendor Total		315.59		
FYTD for LEWIS, CAROLYN S.		946.77		



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LEXISNEXIS				
9/27/2010	881226	1,480.00		
			ONLINE LEGAL SVC-CDD	370.00
			ONLINE LEGAL SVC-CITY ATTORNEY	740.00
			ONLINE LEGAL SVC-CITY CLERK	370.00
Vendor Total		1,480.00		
FYTD for LEXISNEXIS		5,920.00		
LIEBERT, CASSIDY, WHITMORE				
9/27/2010	204440	525.00		
			EMPLOYEE RELATIONS CONSORTIUM	35.00
			EMPLOYEE RELATIONS CONSORTIUM	35.00
			EMPLOYEE RELATIONS CONSORTIUM	35.00
			EMPLOYEE RELATIONS CONSORTIUM	35.00
			EMPLOYEE RELATIONS CONSORTIUM	35.00
			EMPLOYEE RELATIONS CONSORTIUM	35.00
			EMPLOYEE RELATIONS CONSORTIUM	35.00
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			EMPLOYEE RELATIONS CONSORTIUM	35.00
			EMPLOYEE RELATIONS CONSORTIUM	35.00
			EMPLOYEE RELATIONS CONSORTIUM	35.00
			EMPLOYEE RELATIONS CONSORTIUM	35.00
			EMPLOYEE RELATIONS CONSORTIUM	35.00
			EMPLOYEE RELATIONS CONSORTIUM	35.00
Vendor Total		525.00		
FYTD for LIEBERT, CASSIDY, WHITMORE		3,279.00		
LINDO, HERMINA G.				
9/7/2010	881115	318.73		
			RETIREE MED JUL '10	318.73
Vendor Total		318.73		
FYTD for LINDO, HERMINA G.		956.19		
LOGAN, CHARLES				
9/7/2010	881116	318.73		
			RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for LOGAN, CHARLES		956.19		
LUMLEY, ROBERT C.				
9/7/2010	881117	318.73		
			RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for LUMLEY, ROBERT C.		956.19		



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LUTHERAN SOCIAL SERVICES OF SO. CALI F.				
9/27/2010	881227	558.00		
			HPRP-SEC DEP SVCS	258.00
			HPRP-UTILITY ASSISTANCE	300.00
Vendor Total		558.00		
FYTD for LUTHERAN SOCIAL SERVICES OF SO. CALI F.		16,132.00		
MARCH JOINT POWERS AUTHORITY				
9/7/2010	204185	4.85		
			GAS CHARGES-MF COMM CTR	3.96
			GAS CHARGES-MF COMM CTR	0.89
Vendor Total		4.85		
FYTD for MARCH JOINT POWERS AUTHORITY		14.83		
MARROWS, DENNIS				
9/27/2010	204441	150.00		
			REFUND-CITATION	150.00
Vendor Total		150.00		
FYTD for MARROWS, DENNIS		150.00		
MARTIN, KELLY				
9/20/2010	204362	75.00		
			REFUND-ANIMAL SN DEPOSIT	75.00
Vendor Total		75.00		
FYTD for MARTIN, KELLY		75.00		
MARTINEZ, CLAUDIO				
9/7/2010	204186	31.00		
			REFUND-ANML LIC FEE	31.00
Vendor Total		31.00		
FYTD for MARTINEZ, CLAUDIO		31.00		
MATHIS, NOLAN				
9/7/2010	204187	296.00		
			RETIREE MED JUL '10	296.00
Vendor Total		296.00		
FYTD for MATHIS, NOLAN		888.00		
MAXINOSKI, SUE A.				
9/7/2010	881118	318.73		
			RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for MAXINOSKI, SUE A.		956.19		



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MC BRIDE, MICHAEL				
9/27/2010	204442	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for MC BRIDE, MICHAEL		20.00		
MCCARTHY & BERLIN, LLP				
9/7/2010	881119	140.00	LEGAL SERVICES	140.00
Vendor Total		140.00		
FYTD for MCCARTHY & BERLIN, LLP		785.35		
MCDONALD, TANA				
9/20/2010	204363	200.00	REFUND-TOWNGATE DEPOSIT	200.00
Vendor Total		200.00		
FYTD for MCDONALD, TANA		200.00		
MCDONOUGH, SHARON				
9/20/2010	204364	30.00	REFUND-FALSE ALARM APPEAL	30.00
Vendor Total		30.00		
FYTD for MCDONOUGH, SHARON		30.00		
MCI WORLDCOM				
9/7/2010	204188	983.70	INTERNET CONNECTION SVCS	983.70
Vendor Total		983.70		
FYTD for MCI WORLDCOM		1,999.22		
MENGISTU, YESHIALEM				
9/20/2010	204365	108.00	MILEAGE REIMBURSEMENT	108.00
Vendor Total		108.00		
FYTD for MENGISTU, YESHIALEM		108.00		
MESSIN, LOUIS				
9/7/2010	881120	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for MESSIN, LOUIS		956.19		



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MEYERS, ROBERT				
9/20/2010	204366	336.00		
			INSTRUCTOR SVCS-DRAWING 11	231.00
			INSTRUCTOR SVCS-PHOTO 5	105.00
Vendor Total		336.00		
FYTD for MEYERS, ROBERT		1,281.00		
MEZA, VIVIAN				
9/7/2010	204189	61.00		
			REFUND-FLAG FOOTBALL REGIST	61.00
Vendor Total		61.00		
FYTD for MEZA, VIVIAN		61.00		
MILES, ROBERT				
9/7/2010	881121	194.53		
			RETIREE MED SEPT '10	194.53
Vendor Total		194.53		
FYTD for MILES, ROBERT		583.59		
MILLER, MAUREEN				
9/27/2010	204443	75.00		
			REFUND-SPAY/NEUTER DEPOSIT	75.00
Vendor Total		75.00		
FYTD for MILLER, MAUREEN		75.00		
MINARD, MARK E.				
9/7/2010	881122	308.17		
			RETIREE MED SEPT '10	308.17
Vendor Total		308.17		
FYTD for MINARD, MARK E.		924.51		
MOLLICA, MIKE				
9/7/2010	881123	401.42		
			RETIREE MED SEPT '10	401.42
Vendor Total		401.42		
FYTD for MOLLICA, MIKE		1,204.26		
MOORE, DYANA				
9/7/2010	204190	61.00		
			REFUND-FLAG FOOTBALL REGIST	60.00
			REFUND-FLAG FOOTBALL REGIST	1.00
Vendor Total		61.00		
FYTD for MOORE, DYANA		61.00		



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MOORE, SHEVONN				
9/7/2010	204191	270.00		
			REFUND-RNTL DEP 8/21	200.00
			REFUND-RNTL DEP 8/21	70.00
Vendor Total		270.00		
FYTD for MOORE, SHEVONN		270.00		
MOOSEPOINT TECHNOLOGY, INC.				
9/7/2010	204192	3,262.50		
			ANNUAL MAINT-GEOSMART.NET	3,262.50
Vendor Total		3,262.50		
FYTD for MOOSEPOINT TECHNOLOGY, INC.		12,262.50		
MORA, PATRICIA A.				
9/7/2010	881124	318.73		
			RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for MORA, PATRICIA A.		956.19		
MORENO VALLEY CHAMBER OF COMMERCE				
9/13/2010	204294	135.00		
			C/C BREAKFAST MEETING	15.00
			C/C BREAKFAST MEETING	15.00
			C/C BREAKFAST MEETING	15.00
			C/C BREAKFAST MEETING	30.00
			C/C BREAKFAST MEETING	15.00
			C/C BREAKFAST MEETING	15.00
			C/C BREAKFAST MEETING	15.00
			C/C BREAKFAST MEETING	15.00
Vendor Total		135.00		
FYTD for MORENO VALLEY CHAMBER OF COMMERCE		7,795.00		
MORENO VALLEY CITY EMPLOYEES ASSOC.				
9/10/2010	2709	1,564.00		
			MVCEA DUES 9/10/10	1,564.00
9/24/2010	2717	1,573.00		
			MVCEA DUES 9/24/10	1,573.00
Vendor Total		3,137.00		
FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.		10,982.50		



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MORENO VALLEY GATEWAY, LLC				
9/27/2010	881228	17,142.59		
			LEASE-FACILITIES ANNEX	2,458.97
			LEASE-SPEC DIST BLDG.	9,207.72
			LEASE-TECH SVC ANNEX	5,475.90
Vendor Total		17,142.59		
FYTD for MORENO VALLEY GATEWAY, LLC		51,427.77		
MORENO VALLEY MALL				
9/7/2010	204193	3,000.00		
			ADVERTISING SVCS-FARMERS MRKT	3,000.00
Vendor Total		3,000.00		
FYTD for MORENO VALLEY MALL		3,000.00		
MORENO VALLEY UTILITY				
9/20/2010	204367	250.68		
			ELECTRICITY	250.68
Vendor Total		250.68		
FYTD for MORENO VALLEY UTILITY		263,783.74		
MORGAN, LISA A.				
9/7/2010	881125	318.73		
			RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for MORGAN, LISA A.		956.19		
MOSHER, BRETT				
9/27/2010	204445	50.00		
			REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for MOSHER, BRETT		50.00		
MUSICK, PEELER & GARRETT, LLP				
9/7/2010	204194	1,818.54		
			LEGAL SERVICES-HR	1,818.54
Vendor Total		1,818.54		
FYTD for MUSICK, PEELER & GARRETT, LLP		11,979.34		



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MUSICSTAR				
9/20/2010	204368	2,792.97		
			INSTRUCTOR SVCS-GUITAR 19	513.00
			INSTRUCTOR SVCS-PIANO 8	216.00
			INSTRUCTOR SVCS-PIANO 7	189.00
			INSTRUCTOR SVCS-PIANO 6	162.00
			INSTRUCTOR SVCS-PIANO 8	216.00
			INSTRUCTOR SVCS-PIANO 5	135.00
			INSTRUCTOR SVCS-PIANO 8	216.00
			INSTRUCTOR SVCS-PIANO 4	108.00
			INSTRUCTOR SVCS-GUITAR 9	243.00
			INSTRUCTOR SVCS-PIANO 3	81.00
			INSTRUCTOR SVCS-PIANO 5	119.97
			INSTRUCTOR SVCS-PIANO 6	162.00
			INSTRUCTOR SVCS-PIANO 3	81.00
			INSTRUCTOR SVCS-PIANO 5	135.00
			INSTRUCTOR SVCS-PIANO 8	216.00
	Vendor Total	2,792.97		
FYTD for MUSICSTAR		2,792.97		
NATIONWIDE RETIREMENT SOLUTIONS				
9/10/2010	2707	11,842.41		
			PST DEF COMP FOR FICA 9/10/10	11,842.41
9/10/2010	2708	24,450.45		
			DEF COMP 457 & 401(A) 9/10/10	24,450.45
9/24/2010	2715	11,418.15		
			PST DEF COMP FOR FICA 9/24/10	11,418.15
9/24/2010	2716	24,318.92		
			DEF COMP 457 & 401(A) 9/24/10	24,318.92
	Vendor Total	72,029.93		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS		194,831.28		
NAVARRETTE, RALPH				
9/7/2010	204195	318.73		
			RETIREE MED SEPT '10	318.73
	Vendor Total	318.73		
FYTD for NAVARRETTE, RALPH		956.19		
NAVAS, NORA				
9/20/2010	204369	89.60		
			REFUND-GED CLASS	89.60
	Vendor Total	89.60		
FYTD for NAVAS, NORA		89.60		



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NELSON PAVING				
9/27/2010	204446	998.00	STRIPING OF ADA STALLS	998.00
Vendor Total		998.00		
FYTD for NELSON PAVING		23,063.00		
NELSON, ROBERT				
9/7/2010	881126	305.60	RETIREE MED SEPT '10	305.60
Vendor Total		305.60		
FYTD for NELSON, ROBERT		916.80		
NELSON, RUTH L.				
9/7/2010	881127	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for NELSON, RUTH L.		956.19		
NEUSTAEDTER, CRAIG S				
9/7/2010	204196	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for NEUSTAEDTER, CRAIG S		956.19		
NICK'S VIP CLEANERS				
9/13/2010	204295	13.72	REFUND BUS.LIC.OVERPAYMENT	13.72
Vendor Total		13.72		
FYTD for NICK'S VIP CLEANERS		13.72		
NIEBURGER, JUDITH A.				
9/7/2010	204197	401.42	RETIREE MED SEPT '10	401.42
Vendor Total		401.42		
FYTD for NIEBURGER, JUDITH A.		1,204.26		
NINYO & MOORE GEOTECHNICAL				
9/20/2010	204370	2,138.50	STREET IMPRVMT PRGM SVCS	2,138.50
Vendor Total		2,138.50		
FYTD for NINYO & MOORE GEOTECHNICAL		13,377.00		



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NOORZAD, CARRIE				
9/27/2010	204447	75.00	REFUND-SPAY/NEUTER DEPOSIT	75.00
Vendor Total		75.00		
FYTD for NOORZAD, CARRIE		75.00		
OFFICE DEPOT				
9/20/2010	204372	7.69	OFFICE SUPPLIES	7.69
Vendor Total		7.69		
FYTD for OFFICE DEPOT		35.67		
O'NEAL, QUINKITHA				
9/20/2010	204371	53.60	REFUND-PARKS TIME FOR TOTS	53.60
Vendor Total		53.60		
FYTD for O'NEAL, QUINKITHA		53.60		
OROZCO, JUAN				
9/27/2010	204448	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for OROZCO, JUAN		20.00		
ORROCK, POPKA, FORTINO & BRISLIN				
9/20/2010	881205	353.35	LEGAL SVCS	80.00
			LEGAL SVCS	273.35
Vendor Total		353.35		
FYTD for ORROCK, POPKA, FORTINO & BRISLIN		9,703.98		
ORTIZ, GILBERT V.				
9/27/2010	204449	394.56	GARNISHMENT-EMPLOYEE REFUND	394.56
Vendor Total		394.56		
FYTD for ORTIZ, GILBERT V.		394.56		



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OVERLAND PACIFIC & CUTLER, INC.				
9/13/2010	881172	3,346.25		
			SR-60/NASON ST INTRCHNG PROJ	2,870.00
			SR-60/NASON ST INTRCHNG PROJ	476.25
9/27/2010	881229	6,720.00		
			RIGHT OF WAY SVCS-VARIOUS PROJ	2,310.00
			RIGHT OF WAY SVCS-VARIOUS PROJ	4,410.00
Vendor Total		10,066.25		
FYTD for OVERLAND PACIFIC & CUTLER, INC.		58,326.25		
PACIFIC TELEMAGEMENT SERVICES				
9/20/2010	881206	438.48		
			PAYPHONE SVCS	375.84
			PAYPHONE SVCS	62.64
Vendor Total		438.48		
FYTD for PACIFIC TELEMAGEMENT SERVICES		1,315.44		
PALAU, SHANNA				
9/20/2010	204373	305.17		
			TRAVEL EXP-ICSC WEST DIV CONF.	92.17
			TRAVEL EXP-ICSC WEST DIV CONF.	213.00
Vendor Total		305.17		
FYTD for PALAU, SHANNA		305.17		
PATTERSON, ALFREY				
9/7/2010	204199	194.53		
			RETIREE MED SEPT '10	194.53
Vendor Total		194.53		
FYTD for PATTERSON, ALFREY		583.59		
PEDLEY SQUARE VETERINARY CLINIC				
9/13/2010	881173	13,916.00		
			VETERINARY SVCS	6,084.00
			VETERINARY SVCS	7,832.00
Vendor Total		13,916.00		
FYTD for PEDLEY SQUARE VETERINARY CLINIC		29,001.00		
PENA, IRIS				
9/20/2010	204374	82.00		
			MILEAGE REIMBURSEMENT	82.00
Vendor Total		82.00		
FYTD for PENA, IRIS		82.00		



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PERRIS VALLEY PRINTING CO.				
9/27/2010	204450	614.44		
			VEHICLE PARKING WARNINGS	555.00
			VEHICLE PARKING WARNINGS	10.00
			VEHICLE PARKING WARNINGS	49.44
Vendor Total		614.44		
FYTD for PERRIS VALLEY PRINTING CO.		1,386.39		
PERRY, NORMA				
9/7/2010	204200	318.73		
			RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for PERRY, NORMA		956.19		
PERS LONG TERM CARE PROGRAM				
9/13/2010	204297	497.59		
			LONG TERM CARE INSURANCE	497.59
9/27/2010	204451	458.63		
			LONG TERM CARE INSURANCE	458.63
Vendor Total		956.22		
FYTD for PERS LONG TERM CARE PROGRAM		3,380.45		
PETERSON, AMANDA & JEANINE				
9/27/2010	204452	75.00		
			REFUND-SPAY/NEUTER DEPOSIT	75.00
Vendor Total		75.00		
FYTD for PETERSON, AMANDA & JEANINE		75.00		
PIEHL, KIM				
9/7/2010	204201	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for PIEHL, KIM		20.00		
PLATA, DON				
9/13/2010	204298	295.00		
			PER DIEM-SPEC SURV. EQUIP TRNG	295.00
Vendor Total		295.00		
FYTD for PLATA, DON		295.00		
PLUMMER, THEODORE				
9/13/2010	204299	16.00		
			REFUND-LIC 3 SN	16.00
Vendor Total		16.00		
FYTD for PLUMMER, THEODORE		16.00		



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POIEMA LANDSCAPE, INC.				
9/7/2010	881128	1,712.15		
			LANDSCAPE MAINT-ZN S	1,712.15
9/13/2010	881175	2,131.00		
			LANDSCAPE MAINT-ZN 12	2,131.00
9/20/2010	881207	1,712.15		
			LANDSCAPE MAINT-RFPSB 1/09	1,712.15
Vendor Total		5,555.30		
FYTD for POIEMA LANDSCAPE, INC.		11,151.15		
PORTER, DEBORAH				
9/13/2010	204300	30.00		
			REFUND-FALSE ALARM APPEAL	30.00
Vendor Total		30.00		
FYTD for PORTER, DEBORAH		30.00		
POSTMASTER				
9/20/2010	204375	1,357.41		
			POSTAGE TO MAIL BALLOTS	1,357.41
Vendor Total		1,357.41		
FYTD for POSTMASTER		23,609.87		
POUNDS, NANCY				
9/7/2010	204202	94.00		
			TUITION REIMBURSEMENT	94.00
Vendor Total		94.00		
FYTD for POUNDS, NANCY		407.00		
PRESS ENTERPRISE				
9/20/2010	204376	522.00		
			ADS FOR ZONE B BALLOT	450.00
			ADS FOR ZONE B BALLOT	72.00
Vendor Total		522.00		
FYTD for PRESS ENTERPRISE		2,220.40		
PRICE, GEORGE E.				
9/7/2010	881129	318.73		
			RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for PRICE, GEORGE E.		956.19		



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PROTECTION ONE, INC.				
9/20/2010	204377	120.00		
			SEC MONITORING SVC	20.00
			SEC MONITORING SVC	20.00
			SEC MONITORING SVC	20.00
			SEC MONITORING SVC	20.00
			SEC MONITORING SVC	20.00
			SEC MONITORING SVC	20.00
Vendor Total		120.00		
FYTD for PROTECTION ONE, INC.		120.00		
PSOMAS				
9/27/2010	204453	900.00		
			STREET IMPRVMT PRGM SVCS	900.00
Vendor Total		900.00		
FYTD for PSOMAS		23,097.05		
PULLIAM, TRENT D.				
9/7/2010	204203	318.73		
			RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for PULLIAM, TRENT D.		956.19		
QUALITY CODE PUBLISHING, LLC				
9/7/2010	881130	3,940.88		
			SUPPLEMENT SVC-MUN CODE	3,940.88
Vendor Total		3,940.88		
FYTD for QUALITY CODE PUBLISHING, LLC		3,940.88		
R & S OVERHEAD DOORS, INC.				
9/7/2010	881131	1,414.00		
			AUTO GATE RPR-CITY YARD	898.00
			DOOR RPR SVC-FS #58	516.00
9/20/2010	881208	305.25		
			FS #65 DOOR REPAIRS	305.25
Vendor Total		1,719.25		
FYTD for R & S OVERHEAD DOORS, INC.		2,892.50		



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RALLY MANAGEMENT SERVICES, LLC				
9/13/2010	881176	2,948.40		
			TEMP SVCS-RODRIGUEZ W/E-8/8	754.92
			TEMP SVCS-RODRIGUEZ W/E-8/15	754.92
			TEMP SVCS-HENDERSON W/E-8/8	719.28
			TEMP SVCS-HENDERSON W/E-8/15	719.28
9/20/2010	881209	2,948.40		
			TEMP SVCS-RODRIGUEZ W/E 8/22	754.92
			TEMP SVCS-HENDERSON W/E 8/22	719.28
			TEMP SVCS-RODRIGUEZ W/E 8/29	754.92
			TEMP SVCS-HENDERSON W/E 8/29	719.28
Vendor Total		5,896.80		
FYTD for RALLY MANAGEMENT SERVICES, LLC		18,025.43		
RANSOM, ALAINA				
9/7/2010	204204	61.00		
			REFUND-FLAG FOOTBALL REGIST	50.00
			REFUND-FLAG FOOTBALL REGIST	11.00
Vendor Total		61.00		
FYTD for RANSOM, ALAINA		61.00		
RECORD, EUGENE				
9/7/2010	204205	75.75		
			REFUND-FLAG FOOTBALL REGIST	75.75
Vendor Total		75.75		
FYTD for RECORD, EUGENE		75.75		
REESE, BRANDON				
9/27/2010	204454	76.00		
			REFUND-AD/5N1/RAB/HOME	30.00
			REFUND-AD/5N1/RAB/HOME	10.00
			REFUND-AD/5N1/RAB/HOME	20.00
			REFUND-AD/5N1/RAB/HOME	16.00
Vendor Total		76.00		
FYTD for REESE, BRANDON		76.00		
REGENTS UC / UNIVERSITY OF CALIFORNIA				
9/7/2010	204206	350.00		
			SPONSORSHIP	350.00
Vendor Total		350.00		
FYTD for REGENTS UC / UNIVERSITY OF CALIFORNIA		350.00		



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RIGHTNAR, TRISTAN				
9/13/2010	204301	75.00		
			REFUND-SPAY/NEUTER DEPOSIT	75.00
Vendor Total		75.00		
FYTD for RIGHTNAR, TRISTAN		75.00		
RIVERSIDE COUNTY ASSESSOR				
9/27/2010	204455	6.00		
			PARCEL MAP COPY SVC-M & O	1.50
			PARCEL MAP COPY SVC-CAP.PROJ.	1.50
			PARCEL MAP COPY SVC-COM.DEV.	1.50
			PARCEL MAP COPY SVC-SPEC.DIST.	1.50
Vendor Total		6.00		
FYTD for RIVERSIDE COUNTY ASSESSOR		12.00		
RIVERSIDE COUNTY INFORMATION TECHNOLOGY				
9/7/2010	204207	1,769.45		
			RADIO LEASE/MAINT-POLICE	1,769.45
9/13/2010	204302	242.93		
			RADIO LEASE/MAINT-TECH SVCS	170.10
			RADIO LEASE/MAINT-TECH SVCS	9.45
			RADIO LEASE/MAINT-TECH SVCS	33.12
			RADIO LEASE/MAINT-TECH SVCS	30.26
Vendor Total		2,012.38		
FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY		7,018.15		
RIVERSIDE COUNTY SHERIFF				
9/27/2010	881230	10,114.40		
			BOOKING FEES-PD	10,114.40
Vendor Total		10,114.40		
FYTD for RIVERSIDE COUNTY SHERIFF		4,124,488.98		



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RIVERSIDE COUNTY SHERIFF COURT SERVICES				
9/13/2010	204303	0.00		
			GARNISHMENT	138.94
			GARNISHMENT	114.04
			GARNISHMENT	173.26
			GARNISHMENT	394.56
			VOIDED CK #204303 ON 9/23/10	-138.94
			VOIDED CK #204303 ON 9/23/10	-114.04
			VOIDED CK #204303 ON 9/23/10	-173.26
			VOIDED CK #204303 ON 9/23/10	-394.56
9/27/2010	204456	1,205.84		
			GARNISHMENT	138.94
			GARNISHMENT	114.04
			GARNISHMENT	173.26
			GARNISHMENT	133.93
			GARNISHMENT	166.74
			GARNISHMENT	478.93
Vendor Total		1,205.84		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES		2,730.49		
RIVERSIDE POLICE DEPARTMENT				
9/7/2010	204208	0.00		
			OFF SFTY ADV DEF TACTICS TRNG	95.00
			VOIDED CK #204208 ON 10/13/10	-95.00
Vendor Total		0.00		
FYTD for RIVERSIDE POLICE DEPARTMENT		0.00		
RLZ ENGINEERING				
9/13/2010	881177	5,332.00		
			TEMP STAFFING SVCS-CAP PROJS	5,332.00
Vendor Total		5,332.00		
FYTD for RLZ ENGINEERING		17,313.50		
ROD, ALICE				
9/7/2010	204209	204.50		
			TRAVEL EXP-MPULSE TRNG.	178.50
			TRAVEL EXP-MPULSE TRNG.	26.00
Vendor Total		204.50		
FYTD for ROD, ALICE		204.50		
RODRIGUEZ, LAUREN				
9/20/2010	204378	56.00		
			MILEAGE REIMBURSEMENT	56.00
Vendor Total		56.00		
FYTD for RODRIGUEZ, LAUREN		56.00		



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ROGERS, EUGENE				
9/7/2010	881132	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for ROGERS, EUGENE		956.19		
ROSS DRESS FOR LESS				
9/13/2010	204304	99.89	REFUND-FALSE ALARM OVERPYMT.	99.89
Vendor Total		99.89		
FYTD for ROSS DRESS FOR LESS		99.89		
ROSS KOEPP				
9/7/2010	204210	888.00	REIMBURSEMENT FOR VET FEES	737.00
			REIMBURSEMENT FOR VET FEES	151.00
Vendor Total		888.00		
FYTD for ROSS KOEPP		1,756.00		
ROSS, DAVID T.				
9/7/2010	881133	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for ROSS, DAVID T.		956.19		
ROSSON, LOUIS A.				
9/7/2010	881134	289.76	RETIREE MED SEPT '10	96.40
			RETIREE MED SEPT '10	193.36
Vendor Total		289.76		
FYTD for ROSSON, LOUIS A.		869.28		
ROTO-ROOTER PLUMBERS				
9/7/2010	204211	274.00	PLUMBING RPRS-PARKS	274.00
Vendor Total		274.00		
FYTD for ROTO-ROOTER PLUMBERS		274.00		
RUSSELL, SUE				
9/7/2010	204212	50.00	REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for RUSSELL, SUE		50.00		



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RUSSO, JOHN				
9/7/2010	881135	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for RUSSO, JOHN		956.19		
SA ASSOCIATES				
9/27/2010	881231	10,800.00	TEMP STAFFING SVCS-CAP PROJS	10,800.00
Vendor Total		10,800.00		
FYTD for SA ASSOCIATES		22,950.00		
SABRE LIGHTING AND SIGNS				
9/20/2010	204379	8,350.50	1/2 MFG/INSTALL 80 BANNERS	8,350.50
Vendor Total		8,350.50		
FYTD for SABRE LIGHTING AND SIGNS		8,350.50		
SALGADO, MARGARITA				
9/20/2010	204380	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for SALGADO, MARGARITA		95.00		
SAMPLES, DENEEN				
9/7/2010	204213	30.00	REFUND-FLAG FOOTBALL REGIST	30.00
Vendor Total		30.00		
FYTD for SAMPLES, DENEEN		30.00		
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP				
9/7/2010	204243	120.65	FIRE EXTINGUISHERS-ERC	120.65
9/13/2010	881178	317.91	FIRE EXTINGUISHERS-EOC	317.91
Vendor Total		438.56		
FYTD for SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP		438.56		
SANDOVAL, RUBEN				
9/20/2010	204381	750.00	REFUND-CONF.& REC.DEPOSIT	750.00
Vendor Total		750.00		
FYTD for SANDOVAL, RUBEN		750.00		



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SCHOLASTIC, INC.				
9/13/2010	204305	16,619.18		
			MISC BOOKS-STARS	12,841.20
			MISC BOOKS-STARS	3,777.98
Vendor Total		16,619.18		
FYTD for SCHOLASTIC, INC.		16,619.18		
SECTRAN SECURITY, INC				
9/27/2010	204457	927.00		
			TRANSPORT SVCS-PARKS	154.50
			TRANSPORT SVCS-UTILITIES	154.50
			TRANSPORT SVCS-TREASURY	154.50
			TRANSPORT SVCS-PARKS	154.50
			TRANSPORT SVCS-UTILITIES	154.50
			TRANSPORT SVCS-TREASURY	154.50
Vendor Total		927.00		
FYTD for SECTRAN SECURITY, INC		1,854.00		
SECURITY LOCK & KEY				
9/20/2010	881210	232.19		
			PARKS - LOCK REPAIRS	232.19
Vendor Total		232.19		
FYTD for SECURITY LOCK & KEY		232.19		
SHAH, JAGDISH				
9/20/2010	881211	19,440.00		
			TEMP STAFFING SVCS-CAP PROJS	19,440.00
Vendor Total		19,440.00		
FYTD for SHAH, JAGDISH		57,240.00		
SHARRETT, SHARON K.				
9/7/2010	204214	193.36		
			RETIREE MED SEPT '10	193.36
Vendor Total		193.36		
FYTD for SHARRETT, SHARON K.		580.08		
SHEARER, RICHARD				
9/7/2010	204215	103.50		
			REFUND-FLAG FOOTBALL REGIST	103.50
Vendor Total		103.50		
FYTD for SHEARER, RICHARD		103.50		



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SHELDON, STUART H.				
9/7/2010	204216	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for SHELDON, STUART H.		956.19		
SHELL OIL CO.				
9/20/2010	204382	55.96	FUEL PURCHASE-PW SPEC DIST	55.96
9/20/2010	204383	317.76	FUEL PURCHASES-PD	317.76
9/20/2010	204384	1,328.73	FUEL PURCHASES-PD MOTORCYCLES	1,328.73
9/20/2010	204385	52.00	FUEL PURCHASE-PARKS ADMIN.	52.00
Vendor Total		1,754.45		
FYTD for SHELL OIL CO.		5,603.99		
SHURTLEFF, JEANNETTE L.				
9/20/2010	204386	570.00	INSTRUCTOR SVCS-15 DAYS	570.00
Vendor Total		570.00		
FYTD for SHURTLEFF, JEANNETTE L.		570.00		
SINGER & COFFIN, APC				
9/20/2010	881212	802.58	LEGAL SVCS-SR60/NASON ST PROJ	802.58
Vendor Total		802.58		
FYTD for SINGER & COFFIN, APC		6,584.48		
SKY PUBLISHING				
9/13/2010	204306	2,200.00	ADVERTISING SVCS-EDD AD IN 'YOUR VILLA ' SHOP GUIDE	1,675.00 525.00
Vendor Total		2,200.00		
FYTD for SKY PUBLISHING		22,317.00		
SKY TRAILS MOBILE VILLAGE				
9/13/2010	881179	25.07	REFUND-UT USER TAXES	25.07
Vendor Total		25.07		
FYTD for SKY TRAILS MOBILE VILLAGE		68.80		



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SLAGERMAN, SUSAN A.				
9/7/2010	881137	637.46	RETIREE MED JUL-AUG '10	637.46
Vendor Total		637.46		
FYTD for SLAGERMAN, SUSAN A.		956.19		
SMITH, MARIA A.				
9/7/2010	881138	315.59	RETIREE MED SEPT '10	315.59
Vendor Total		315.59		
FYTD for SMITH, MARIA A.		946.77		
SMUS, PAULA				
9/20/2010	204387	60.30	MILEAGE REIMBURSEMENT	60.30
Vendor Total		60.30		
FYTD for SMUS, PAULA		104.10		
SOCO GROUP, INC				
9/7/2010	881139	6,158.77	FUEL PURCHASE	6,158.77
Vendor Total		6,158.77		
FYTD for SOCO GROUP, INC		61,463.44		
SODEN ENTERPRISES, INC. DBA EASY YOGA				
9/7/2010	204218	103.20	INSTRUCTOR SVCS-YOGA	103.20
Vendor Total		103.20		
FYTD for SODEN ENTERPRISES, INC. DBA EASY YOGA		154.80		
SOUTH COAST AIR QUALITY MGMT DISTRICT				
9/13/2010	204307	109.00	EMISSIONS FEE-FS #48	109.00
9/13/2010	204308	86.69	ANNUAL OPERATING FEE-FS #48	86.69
Vendor Total		195.69		
FYTD for SOUTH COAST AIR QUALITY MGMT DISTRICT		989.28		



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SOUTHERN CALIFORNIA EDISON				
9/7/2010	204219	9,797.44		
			ELECTRICITY	64.07
			ELECTRICITY	233.33
			ELECTRICITY	21.11
			ELECTRICITY	1,924.76
			ELECTRICITY	1,129.75
			ELECTRICITY	1,958.46
			ELECTRICITY	1,173.82
			ELECTRICITY	1,204.44
			ELECTRICITY	343.77
			ELECTRICITY	21.33
			ELECTRICITY	1,225.27
			ELECTRICITY	181.68
			ELECTRICITY	190.47
			ELECTRICITY	64.08
			ELECTRICITY	61.10
9/7/2010	204220	19,817.19		
			WDAT CHARGES-NANDINA	3,122.51
			WDAT CHARGES-IRIS	2,625.22
			WDAT CHARGES-GRAHAM	3,816.93
			WDAT CHARGES-GLOBE	10,252.53
9/20/2010	204388	17,295.95		
			WDAT CHARGES-SUBSTATION	17,295.95
Vendor Total		46,910.58		
FYTD for SOUTHERN CALIFORNIA EDISON		792,859.01		
SPARKLETTS				
9/7/2010	204221	92.24		
			WATER SVCS-CREEKSIDE ELEM	16.38
			WATER SVCS-ARMADA ELEM	2.08
			WATER SVCS-EOC	73.78
9/20/2010	204391	16.72		
			WATER SERVICE-S/MEAD ELEM.	12.22
			WATER SERVICE-GOLF COURSE	4.50
Vendor Total		108.96		
FYTD for SPARKLETTS		175.24		
SPCA-LA				
9/13/2010	204310	50.00		
			9/21/10 COURTROOM DEMEANOR TRN	50.00
Vendor Total		50.00		
FYTD for SPCA-LA		50.00		



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SPECK, GARY B.				
9/7/2010	881140	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for SPECK, GARY B.		956.19		
SPECTRUM CARE				
9/13/2010	881180	12,333.33	LANDSCAPE MAINT-E 1	10,540.00
			LANDSCAPE MAINT-E 1	1,793.33
Vendor Total		12,333.33		
FYTD for SPECTRUM CARE		36,999.99		
SPENCER, MARTHA				
9/7/2010	881141	194.53	RETIREE MED SEPT '10	194.53
Vendor Total		194.53		
FYTD for SPENCER, MARTHA		583.59		
SPRINT/NEXTEL				
9/20/2010	881213	194.87	CELL PH CHRGS-PD/GTF	194.87
Vendor Total		194.87		
FYTD for SPRINT/NEXTEL		271.12		
STANDARD INSURANCE CO				
9/7/2010	204222	1,635.48	SUPPLEMENTAL INSURANCE	1,635.48
Vendor Total		1,635.48		
FYTD for STANDARD INSURANCE CO		97,612.48		
STANLEY CONVERGENT SECURITY SOLUTNS, INC				
9/7/2010	881142	172.92	MONITORING SVCS-PD	172.92
9/13/2010	881181	620.00	MONITORING SVCS-ANML SHLTR	620.00
Vendor Total		792.92		
FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC		8,232.77		
STATE BOARD OF EQUALIZATION				
9/22/2010	83110	2,696.00	SALES & USE TAX 8/1-8/31/10	2,696.00
Vendor Total		2,696.00		
FYTD for STATE BOARD OF EQUALIZATION		7,086.00		



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STATE DISBURSEMENT UNIT				
9/16/2010	2706	859.06	CHILD SUPPORT W/H 9/16/10	859.06
9/2/2010	2696	859.06	CHILD SUPPORT W/H 9/2/10	859.06
9/30/2010	2714	859.06	CHILD SUPPORT W/H 9/30/10	859.06
Vendor Total		2,577.18		
FYTD for STATE DISBURSEMENT UNIT		6,441.33		
STATE OF CALIF/DEPT OF INDUSTRIAL				
9/27/2010	204459	225.00	ELEVATOR INSPECTION-CITY HALL	225.00
Vendor Total		225.00		
FYTD for STATE OF CALIF/DEPT OF INDUSTRIAL		225.00		
STATE OF CALIFORNIA DEPT. OF JUSTICE				
9/7/2010	204223	32.00	FINGERPRINTING SVCS-EMRG MGT	32.00
9/27/2010	204460	805.00	BLOOD ALCHL ANLYS-PD	805.00
Vendor Total		837.00		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE		16,556.00		
STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV				
9/13/2010	204312	423.84	REFUND-MVU	121.09
			REFUND-MVU	123.19
			REFUND-MVU	179.56
Vendor Total		423.84		
FYTD for STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV		499.71		
STENO SOLUTIONS TRANSCRIPTION SVCS., IN				
9/20/2010	204392	2,311.04	TRANSCRIPTION SVCS-PD	2,311.04
Vendor Total		2,311.04		
FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN		6,564.80		
STERICYCLE (BFI)				
9/20/2010	881214	518.11	MED WASTE HAULING SVC	518.11
Vendor Total		518.11		
FYTD for STERICYCLE (BFI)		1,554.30		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STEVE'S LANDSCAPING & WEED ABATEMENT				
9/13/2010	881182	5,146.50		
			WEED ABATEMENT SVC-FIRE PREV	294.00
			WEED ABATEMENT SVC-FIRE PREV	991.50
			WEED ABATEMENT SVC-FIRE PREV	497.00
			WEED ABATEMENT SVC-FIRE PREV	410.00
			WEED ABATEMENT SVC-FIRE PREV	439.00
			WEED ABATEMENT SVC-FIRE PREV	584.00
			WEED ABATEMENT SVC-FIRE PREV	178.00
			WEED ABATEMENT SVC-FIRE PREV	352.00
			WEED ABATEMENT SVC-FIRE PREV	753.00
			WEED ABATEMENT SVC-FIRE PREV	648.00
Vendor Total		5,146.50		
FYTD for STEVE'S LANDSCAPING & WEED ABATEMENT		29,741.50		
STEWART TITLE OF CALIFORNIA				
9/16/2010	1009071	4,587.00		
			ESCROW DEPOSIT-APN 474-071-001	4,587.00
9/21/2010	1009081	9,566.00		
			ESCROW DEPOSIT-APN 474-292-005	9,566.00
Vendor Total		14,153.00		
FYTD for STEWART TITLE OF CALIFORNIA		315,239.56		
STEWART, CLIFFORD				
9/7/2010	881143	251.09		
			RETIREE MED SEPT '10	251.09
Vendor Total		251.09		
FYTD for STEWART, CLIFFORD		753.27		
STRADLING, YOCCA, CARLSON & RAUTH				
9/13/2010	204313	55.00		
			LEGAL SERVICES-RISK MGT	55.00
Vendor Total		55.00		
FYTD for STRADLING, YOCCA, CARLSON & RAUTH		12,808.09		
STRICKLER II, JOHN W.				
9/7/2010	881144	318.73		
			RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for STRICKLER II, JOHN W.		956.19		



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STUCKEY, HARRIETTE				
9/20/2010	204393	151.20		
			INSTRUCTOR SVCS-DANCE 3	50.40
			INSTRUCTOR SVCS-DANCE 5	84.00
			INSTRUCTOR SVCS-DANCE 1	16.80
Vendor Total		151.20		
FYTD for STUCKEY, HARRIETTE		386.40		
SUNNYMEAD ACE HARDWARE				
9/20/2010	204394	49.92		
			MISC. SUPPLIES-POLICE	24.41
			MISC. SUPPLIES-POLICE	22.80
			MISC. SUPPLIES-POLICE	2.71
9/27/2010	204461	5.44		
			MISC. SUPPLIES-POLICE	5.44
Vendor Total		55.36		
FYTD for SUNNYMEAD ACE HARDWARE		320.01		
SUNNYMEAD TOWNE CENTER				
9/27/2010	204462	802.75		
			REFUND-BUS LIC OVERPD	802.75
Vendor Total		802.75		
FYTD for SUNNYMEAD TOWNE CENTER		802.75		
SYLVES, BEATRICE				
9/13/2010	204314	75.00		
			REFUND-SPAY/NEUTER DEPOSIT	75.00
Vendor Total		75.00		
FYTD for SYLVES, BEATRICE		75.00		
TEMPLE, MARIAN				
9/27/2010	204463	20.00		
			REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for TEMPLE, MARIAN		20.00		
THE WALKING MAN, INC				
9/20/2010	204395	7,325.00		
			PRINT/DISTRIBUTE DOORHANGERS	7,325.00
Vendor Total		7,325.00		
FYTD for THE WALKING MAN, INC		19,090.00		



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THOMSON REUTERS INC				
9/7/2010	204225	427.39		
			LEGAL PUBLICATIONS SUBSCRPTNS	427.39
9/20/2010	204396	199.09		
			LEGAL PUBLISHING SUBSCRPTNS	199.09
9/27/2010	204464	228.42		
			LEGAL PUBLISHING SUBSCRPTNS	228.42
Vendor Total		854.90		
FYTD for THOMSON REUTERS INC		1,396.62		
T-MOBILE WEST CORPORATION				
9/7/2010	204224	3,602.80		
			REFUND-PLANNING FEE	3,037.60
			REFUND-PLANNING FEE	302.80
			REFUND-PLANNING FEE	110.40
			REFUND-PLANNING FEE	26.00
			REFUND-PLANNING FEE	126.00
Vendor Total		3,602.80		
FYTD for T-MOBILE WEST CORPORATION		11,051.24		
TRICHE, TARA				
9/20/2010	204398	1,731.60		
			INSTRUCTOR SVCS-DANCE 3	66.60
			INSTRUCTOR SVCS-DANCE 18	399.60
			INSTRUCTOR SVCS-DANCE 3	66.60
			INSTRUCTOR SVCS-DANCE 11	244.20
			INSTRUCTOR SVCS-DANCE 8	177.60
			INSTRUCTOR SVCS-DANCE 10	222.00
			INSTRUCTOR SVCS-DANCE 15	333.00
			INSTRUCTOR SVCS-DANCE 8	177.60
			INSTRUCTOR SVCS-DANCE 2	44.40
Vendor Total		1,731.60		
FYTD for TRICHE, TARA		4,817.40		
TRI-CITY LINEN SUPPLY, INC.				
9/7/2010	204226	100.00		
			LINEN RENTAL FOR CRC	25.00
			LINEN RENTAL FOR CRC	75.00
9/20/2010	204397	25.00		
			LINEN SVCS	25.00
Vendor Total		125.00		
FYTD for TRI-CITY LINEN SUPPLY, INC.		383.00		



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TROPICAL PLAZA NURSERY, INC.				
9/7/2010	204227	546.80		
			IRRIG REPAIRS-ZONE E-2	546.80
9/13/2010	204315	15,700.00		
			LNDSCP MAINT-ZONE E 2	15,700.00
Vendor Total		16,246.80		

FYTD for TROPICAL PLAZA NURSERY, INC.	51,351.68
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TRUGREEN LANDCARE				
9/7/2010	881145	116.28		
			IRRIG REPAIRS-TRACT 32018	35.66
			IRRIG REPAIRS-TRACT 31591	80.62
9/13/2010	204325	430.00		
			REMOVE/GRIND WILLOW TREE	250.00
			REMOVE MED.SIZE TREE	180.00
9/13/2010	881183	4,387.50		
			REPLACE SPRINKLERS-ZONE E 2	4,387.50
9/20/2010	881215	49.26		
			LNDSCP MAINT-ZONE E-16	49.26
9/27/2010	881232	22,714.77		
			LNDSCP MAINT-ZONE M	5,324.89
			LNDSCP MAINT-ZONE DSG-1/10	14,829.88
			LNDSCP MAINT-ZONE E-16	2,485.00
			CLEAN UP FALLEN TREE	75.00
Vendor Total		27,697.81		

FYTD for TRUGREEN LANDCARE	111,981.43
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TUNTLAND, JAMES				
9/7/2010	881146	251.09		
			RETIREE MED SEPT '10	251.09
Vendor Total		251.09		

FYTD for TUNTLAND, JAMES	753.27
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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TWIN GRAPHICS				
9/27/2010	881233	163.13		
			VEHICLE GRAPHICS FOR PD UNIT	163.13
Vendor Total		163.13		

FYTD for TWIN GRAPHICS	163.13
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U.S. HEALTHWORKS MEDICAL GROUP				
9/7/2010	204228	135.00		
			PRE-EMPLOYMENT PHYSICAL	90.00
			EMPLOYEE EXAM-XRAY	45.00
9/13/2010	204316	245.00		
			PRE-EMPLOYMENT PHYSICAL	245.00
9/20/2010	204399	115.00		
			PRE-EMP PHYSICALS	115.00
Vendor Total		495.00		
FYTD for U.S. HEALTHWORKS MEDICAL GROUP		3,580.00		
UNDERGROUND SERVICE ALERT				
9/20/2010	204400	992.00		
			DIGALERT TICKETS SUBSCRPTN SVC	128.75
			DIGALERT TICKETS SUBSCRPTN SVC	128.75
			DIGALERT TICKETS SUBSCRPTN SVC	128.75
			DIGALERT TICKETS SUBSCRPTN SVC	128.75
			DIGALERT TICKETS SUBSCRPTN SVC	119.25
			DIGALERT TICKETS SUBSCRPTN SVC	119.25
			DIGALERT TICKETS SUBSCRPTN SVC	119.25
			DIGALERT TICKETS SUBSCRPTN SVC	119.25
Vendor Total		992.00		
FYTD for UNDERGROUND SERVICE ALERT		1,541.00		
UNION BANK OF CALIFORNIA				
9/20/2010	204401	170.00		
			STANDBY LOC TRANSFER FEES	170.00
Vendor Total		170.00		
FYTD for UNION BANK OF CALIFORNIA		56,655.21		
UNITED SITE SERVICES OF CA, INC.				
9/7/2010	881148	70.85		
			PORTABLE TOILET-SHADOW MTN PRK	70.85
Vendor Total		70.85		
FYTD for UNITED SITE SERVICES OF CA, INC.		1,017.58		
UNITED STATES TREASURY				
9/13/2010	204317	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
9/27/2010	204465	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
Vendor Total		100.00		
FYTD for UNITED STATES TREASURY		350.00		



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UNITED WAY OF INLAND VALLEYS				
9/13/2010	204318	627.18		
			UNITED WAY CONTRIBUTIONS	627.18
9/27/2010	204466	627.18		
			UNITED WAY CONTRIBUTIONS	627.18
	Vendor Total	1,254.36		
FYTD for UNITED WAY OF INLAND VALLEYS		4,470.26		
USA MOBILITY/ARCH WIRELESS				
9/20/2010	881216	96.79		
			PAGER SVC-CITZ PATROL VLNTRS.	33.46
			PAGER SVC-PARK RANGERS	2.03
			PAGER SVC-TRANSP. DIV	5.08
			PAGER SVC-ANIMAL SVCS	38.79
			PAGER SVC-SPARES & TAXES	17.43
9/27/2010	881235	102.93		
			PAGER SVC-PARK RANGERS	2.03
			PAGER SVC-TRANSP. DIV	5.08
			PAGER SVC-ANIMAL SVCS	76.21
			PAGER SVC-SPARES & TAXES	19.61
	Vendor Total	199.72		
FYTD for USA MOBILITY/ARCH WIRELESS		296.51		
VA CONSULTING, INC.				
9/27/2010	881236	1,344.00		
			AUTO MALL IMPRVMNTS PROJ SVCS	1,344.00
	Vendor Total	1,344.00		
FYTD for VA CONSULTING, INC.		60,791.22		



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VACATE PEST ELIMINATION COMPANY				
9/13/2010	881185	2,660.00		
			PEST CNTRL-ANNEX 1	55.00
			PEST CNTRL-ANNEX 1	55.00
			PEST CNTRL-CRC	75.00
			PEST CNTRL-CRC	75.00
			PEST CNTRL-MFP CC	45.00
			PEST CNTRL-MFP CC	45.00
			PEST CNTRL-TOWNGATE CC	45.00
			PEST CNTRL-TOWNGATE CC	45.00
			PEST CNTRL-SENIOR CENTER	55.00
			PEST CNTRL-SENIOR CENTER	55.00
			PEST CNTRL-ANIMAL SVCS	115.00
			PEST CNTRL-ANIMAL SVCS	115.00
			PEST CNTRL-PRO SHOP	22.50
			PEST CNTRL-MTV	22.50
			PEST CNTRL-PRO SHOP	22.50
			PEST CNTRL-MTV	22.50
			PEST CNTRL-LIBRARY	55.00
			PEST CNTRL-LIBRARY	55.00
			PEST CNTRL-PSB	75.00
			PEST CNTRL-PSB	75.00
			PEST CNTRL-CITY YARD	115.00
			PEST CNTRL-CITY YARD	115.00
			PEST CNTRL-SIGNS/SIGNALS	45.00
			PEST CNTRL-SIGNS/SIGNALS	45.00
			PEST CNTRL-CITY HALL	75.00
			PEST CNTRL-CITY HALL	75.00
			PEST CNTRL-ASES BLDG.	45.00
			PEST CNTRL-ASES BLDG.	45.00
			PEST CNTRL-FAC.HOBBY	45.00
			PEST CNTRL-FAC.HOBBY	45.00
			PEST CNTRL-UTILITY OFFICE	45.00
			PEST CNTRL-UTILITY OFFICE	45.00
			PEST CNTRL-FIRE ST.#2	45.00
			PEST CNTRL-FIRE ST.#2	45.00
			PEST CNTRL-FIRE ST.#6	45.00
			PEST CNTRL-FIRE ST.#6	45.00
			PEST CNTRL-FIRE ST.#48	45.00
			PEST CNTRL-FIRE ST.#48	45.00
			PEST CNTRL-FIRE ST.#58	45.00
			PEST CNTRL-FIRE ST.#58	45.00
			PEST CNTRL-FIRE ST.#65	45.00
			PEST CNTRL-FIRE ST.#65	45.00
			PEST CNTRL-FIRE ST.#91	45.00
			PEST CNTRL-FIRE ST.#91	45.00
			PEST CNTRL-EOC BAIT STAT.	100.00
			PEST CNTRL-EOC INITIAL	150.00
9/20/2010	881217	1,145.00		
			PEST CNTRL-BALLROOM	150.00
			PEST CNTRL-TINY TOTS AREA	75.00
			PEST CNTRL-ANIMAL SHELTER	125.00
			PEST CNTRL-FIRE ST. #6	195.00
			PEST CNTRL-FIRE ST. # 91	300.00



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Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			PEST CNTRL-MARCH ASES	300.00
Vendor Total		3,805.00		
FYTD for VACATE PEST ELIMINATION COMPANY		5,410.00		
VALI COOPER & ASSOCIATES, INC.				
9/20/2010	881218	262.50		
			KITCHING ST IMPRVMENTS PROJ	262.50
9/27/2010	881237	2,720.00		
			DAY ST. IMPRVMENTS PROJ SVCS	2,720.00
Vendor Total		2,982.50		
FYTD for VALI COOPER & ASSOCIATES, INC.		23,725.00		
VALUEQUEST PRO				
9/7/2010	204230	600.00		
			APPRAISAL SVCS FOR NSP PRGM	350.00
			APPRAISAL SVCS FOR NSP PRGM	250.00
Vendor Total		600.00		
FYTD for VALUEQUEST PRO		1,200.00		
VARGAS, PATRICIA				
9/13/2010	204319	10.00		
			REFUND-LIC 3 SN	10.00
Vendor Total		10.00		
FYTD for VARGAS, PATRICIA		10.00		



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VARIABLE SPEEDS SOLUTIONS INC				
9/13/2010	204320	2,660.00		
			PUMP MAINT-ZONE D	190.00
			PUMP MAINT-ZONE D	190.00
			PUMP MAINT-ZONE D	190.00
			PUMP MAINT-ZONE D	190.00
			PUMP MAINT-ZONE D	190.00
			PUMP MAINT-ZONE D	190.00
			PUMP MAINT-ZONE E-1	190.00
			PUMP MAINT-ZONE E-3	190.00
			PUMP MAINT-ZONE E-4	190.00
			PUMP MAINT-ZONE E-12	190.00
			PUMP MAINT-ZONE E-12	190.00
			PUMP MAINT-ZONE E-14	190.00
			PUMP MAINT-ZONE E-14	190.00
			PUMP MAINT-ZONE E-14	190.00
9/20/2010	204402	2,805.00		
			PUMP REPAIRS-ZONE E-4	2,615.00
			PUMP MAINT-ZONE E-1	190.00
9/27/2010	204467	190.00		
			PUMP MAINT-TR.31269-1	190.00
Vendor Total		5,655.00		
FYTD for VARIABLE SPEEDS SOLUTIONS INC		5,655.00		
VAS ASSOCIATES, INC.				
9/27/2010	881238	19,440.00		
			TEMP STAFFING SVCS-CAP PROJS	19,440.00
Vendor Total		19,440.00		
FYTD for VAS ASSOCIATES, INC.		57,240.00		
VERIZON				
9/20/2010	204403	1,702.11		
			BACKBONE CHRGS	1,702.11
Vendor Total		1,702.11		
FYTD for VERIZON		5,114.43		
VERIZON CALIFORNIA				
9/20/2010	204404	89.95		
			TELEPHONE CHRGS	89.95
9/27/2010	204468	619.06		
			PHONE CHRGS-ERC	619.06
Vendor Total		709.01		
FYTD for VERIZON CALIFORNIA		2,578.40		



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VICTOR MEDICAL CO				
9/20/2010	204405	2,251.13	ANIMAL MEDICAL SUPPLIES	2,251.13
Vendor Total		2,251.13		
FYTD for VICTOR MEDICAL CO		5,602.81		
VIGIL, ERNEST				
9/7/2010	881149	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for VIGIL, ERNEST		956.19		
VISION SERVICE PLAN				
9/7/2010	881150	4,287.77	EMPLOYEE VISION INSURANCE	4,287.77
Vendor Total		4,287.77		
FYTD for VISION SERVICE PLAN		13,010.14		
VISTA PAINT CORPORATION				
9/7/2010	204231	46.22	SUPPLIES-GRAFFITI RMVL PRGM	46.22
Vendor Total		46.22		
FYTD for VISTA PAINT CORPORATION		1,455.31		
VULCAN MATERIALS CO, INC.				
9/7/2010	204232	1,884.85	ASPHALTIC MATERIALS	105.23
			ASPHALTIC MATERIALS	658.16
			ASPHALTIC MATERIALS	525.04
			ASPHALTIC MATERIALS	105.23
			ASPHALTIC MATERIALS	104.54
			ASPHALTIC MATERIALS	105.23
			ASPHALTIC MATERIALS	104.54
			ASPHALTIC MATERIALS	73.03
			ASPHALTIC MATERIALS	103.85
Vendor Total		1,884.85		
FYTD for VULCAN MATERIALS CO, INC.		6,550.28		
WAGGONER JR., GLENN C.				
9/7/2010	881151	318.73	RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for WAGGONER JR., GLENN C.		956.19		



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WAGNER, GARY D.				
9/7/2010	881152	315.59	RETIREE MED SEPT '10	315.59
Vendor Total		315.59		
FYTD for WAGNER, GARY D.		946.77		
WAGONER, ROBERT				
9/7/2010	881153	360.40	RETIREE MED AUG-SEP '10	360.40
Vendor Total		360.40		
FYTD for WAGONER, ROBERT		720.80		
WAGY, CARYLON				
9/7/2010	204233	318.73	RETIREE MED AUG '10	318.73
Vendor Total		318.73		
FYTD for WAGY, CARYLON		956.19		
WASTE MANAGEMENT OF THE INLAND EMPIRE				
9/7/2010	204234	1,244.51	ROLL-OFF STORAGE BIN RENTALS	1,244.51
Vendor Total		1,244.51		
FYTD for WASTE MANAGEMENT OF THE INLAND EMPIRE		2,489.02		
WELLS FARGO BANK				
9/20/2010	204406	4,500.00	ANNUAL TRUSTEE FEES-97 CH REFI	2,500.00
			ANNUAL TRUSTEE FEES-97 LEASE	2,000.00
Vendor Total		4,500.00		
FYTD for WELLS FARGO BANK		8,500.00		
WELLS FARGO CORPORATE TRUST				
9/1/2010	1009011	1,123.25	INT ON VARIABLE RATE BOND	1,123.25
Vendor Total		1,123.25		
FYTD for WELLS FARGO CORPORATE TRUST		1,160,243.55		
WEST PUBLISHING CORPORATION				
9/20/2010	204407	1,035.00	LEGAL PUBLISHING SUBSCRPTNS	535.00
			MONTHLY AUTO TRACT SVCS	500.00
Vendor Total		1,035.00		
FYTD for WEST PUBLISHING CORPORATION		1,035.00		



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WESTERN MUNICIPAL WATER DISTRICT				
9/27/2010	204469	3,946.90		
			WATER CHARGES	2,422.89
			WATER CHARGES	1,468.71
			WATER CHARGES	55.30
Vendor Total		3,946.90		
FYTD for WESTERN MUNICIPAL WATER DISTRICT		10,822.25		
WIELIN, RONALD A.				
9/7/2010	881154	318.73		
			RETIREE MED SEPT '10	318.73
Vendor Total		318.73		
FYTD for WIELIN, RONALD A.		956.19		
WILLDAN AND ASSOCIATES				
9/13/2010	204321	1,637.50		
			MORENO BEACH DR WIDENING PROJ	1,637.50
Vendor Total		1,637.50		
FYTD for WILLDAN AND ASSOCIATES		31,180.24		
WILLDAN FINANCIAL SERVICES				
9/13/2010	204322	3,642.40		
			PROF SERVICES-CFD #7	3,642.40
Vendor Total		3,642.40		
FYTD for WILLDAN FINANCIAL SERVICES		5,855.40		
WILLIAMS, JANE L.				
9/7/2010	204235	152.83		
			RETIREE MED JUL '10	24.05
			RETIREE MED AUG '10	128.78
Vendor Total		152.83		
FYTD for WILLIAMS, JANE L.		556.82		
WILLIAMS, JANEY				
9/13/2010	204323	75.00		
			REFUND-SN DEP	75.00
Vendor Total		75.00		
FYTD for WILLIAMS, JANEY		75.00		
WILLIS, KEVIN				
9/7/2010	204236	750.00		
			REFUND-RNTL DEP 8/21	750.00
Vendor Total		750.00		
FYTD for WILLIS, KEVIN		750.00		



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WILSON-BEILKE, DENESE				
9/7/2010	204237	1,294.39		
			RETIREE MED JAN-JUL '10	1,294.39
Vendor Total		1,294.39		
FYTD for WILSON-BEILKE, DENESE		1,294.39		
WURM'S JANITORIAL SERVICES, INC.				
9/7/2010	881155	453.43		
			JANITORIAL SVCS-TS ANNEX	453.43
9/20/2010	881219	560.41		
			JANITORIAL SVCS-EMP.RES.CTR	27.60
			JANITORIAL SVCS-EMP.RES.CTR	532.81
Vendor Total		1,013.84		
FYTD for WURM'S JANITORIAL SERVICES, INC.		53,628.22		
XEROX				
9/7/2010	204238	838.77		
			COPIER RNTL/MAINT/PRNTS-GRPHCS	838.77
9/20/2010	204409	3,284.62		
			COPIER RNTL/MAINT-PARKS	779.48
			COPIER RNTL/MAINT-PARKS	574.45
			COPIER RNTL/MAINT-GRAPHICS	397.79
			COPIER RNTL/MAINT-PARKS	359.34
			COPIER RNTL/MAINT-PARKS	779.48
			COPIER RNTL/MAINT-PARKS	181.75
			COPIER RNTL/MAINT-POLICE	70.20
			COPIER RNTL/MAINT-POLICE	77.54
			COPIER RNTL/MAINT-POLICE	64.59
Vendor Total		4,123.39		
FYTD for XEROX		14,207.95		
YMCA OF GREATER LONG BEACH				
9/7/2010	204239	6,999.30		
			2-DAY TRNG PRGM-STARS PRGM	6,999.30
Vendor Total		6,999.30		
FYTD for YMCA OF GREATER LONG BEACH		6,999.30		
ZACARIAS, OSWALDO				
9/7/2010	204240	159.60		
			REFUND-FLAG FOOTBALL REGIST	159.60
Vendor Total		159.60		
FYTD for ZACARIAS, OSWALDO		159.60		

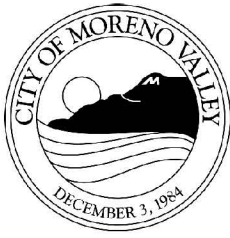


City of Moreno Valley

Check Register

For Period 9/1/2010 through 9/30/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ZUMAR INDUSTRIES, INC.				
9/13/2010	881186	127.57		
			TRAFFIC SIGNS	127.57
9/20/2010	881220	1,274.77		
			TRAFFIC SIGNS	1,274.77
Vendor Total		1,402.34		
FYTD for ZUMAR INDUSTRIES, INC.		5,072.22		
Subtotal		1,001,469.17		
GRAND TOTAL		10,389,935.29		



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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: November 30, 2010

TITLE: APPROVAL OF GRANT APPLICATION SUBMITTALS FOR THE HIGHWAY SAFETY IMPROVEMENT PROGRAM (HSIP)

RECOMMENDED ACTION

Staff recommends that the City Council approve the submittal of grant applications for the Highway Safety Improvement Program (HSIP).

BACKGROUND

On September 3, 2010, Caltrans announced a call for HSIP projects based upon anticipated federal funding in the 2010/11 federal fiscal year (FFY). Caltrans expects the HSIP funding apportioned to local agencies to be approximately \$50 million for the 2010/11 FFY. The grant applications are due by Thursday, December 9, 2010.

DISCUSSION

HSIP eligible projects must enhance roadway safety and be consistent with California's Strategic Highway Safety Plan (SHSP).

Projects competing for funding will be prioritized in descending order, statewide, using a benefit/cost (B/C) ratio comparison. Projects that do not receive funding under the B/C category will re-compete for funding under a work type category. Work type projects are considered on a state-wide basis to achieve equitable funding distribution across the state.

Two (2) project applications will be submitted to Caltrans for potential HSIP Funding:

- Alessandro Boulevard Raised Median Enhancement Project (Limits – Perris Boulevard to Indian Street).

- Alessandro Boulevard and Elsworth Street Intersection Cross Gutter Eliminations.

It is anticipated that results of successful funding applications will be announced in April, 2011.

ALTERNATIVES

1. Approve the submittal of grant applications for the Highway Safety Improvement Program (HSIP). *This alternative will provide for potential federal funding of the proposed improvements.*
2. Do not approve the submittal of grant applications for the Highway Safety Improvement Program (HSIP). *This alternative will not provide for the funding opportunity for the proposed improvements.*

FISCAL IMPACT

Caltrans is soliciting applications for the FFY 2010/2011 HSIP projects. The maximum federal reimbursement ratio for any HSIP project is 90% with a maximum reimbursement of \$900,000 per project.

The total estimated cost for the two proposed HSIP projects is \$1,875,000. The applications for funding will reflect an estimated match fund of \$187,500 by the City. The City could receive a maximum of \$1,687,500 in reimbursement for approved projects under the HSIP.

Alessandro Boulevard Raised Median Enhancement Project

ESTIMATED PROJECT REVENUE

HSIP FFY 2010/2011 Application.....	\$900,000
City Participation*	\$100,000
Total Project Budget	\$1,000,000

*City Funding Source will be DIF traffic signals

ESTIMATED PROJECT COSTS

Design	\$90,000
Construction & Construction Administration	\$910,000
Estimated Total Project Cost	\$1,000,000

Alessandro Boulevard and Elsworth Street Intersection Cross Gutter Elimination

ESTIMATED PROJECT REVENUE

HSIP FFY 2010/2011 Application.....	\$787,500
City Participation*	\$87,500
Total Project Budget	\$875,000

*City Funding Source will be Measure "A"

ESTIMATED PROJECT COSTS

Design	\$125,000
Construction & Construction Administration	\$750,000
Estimated Total Project Cost	\$875,000

CITY COUNCIL GOALS

REVENUE DIVERSIFICATION AND PRESERVATION

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

PUBLIC SAFETY

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

PUBLIC FACILITIES AND CAPITAL PROJECTS

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

SUMMARY

Caltrans has announced a call for the Highway Safety Improvement Program project applications. Staff is requesting approval of the grant applications submittal for the Alessandro Boulevard raised median enhancement project and Alessandro Boulevard and Elsworth Street intersection cross gutter elimination and

NOTIFICATION

N/A

ATTACHMENTS/EXHIBITS

- Attachment "A" Location Maps (Alessandro Boulevard Raised Median Enhancement Project)
- Attachment "B" Location Maps (Alessandro Boulevard and Elsworth Street Cross Gutter Elimination)
- Attachment "C" Grant Cost/Benefit Worksheet

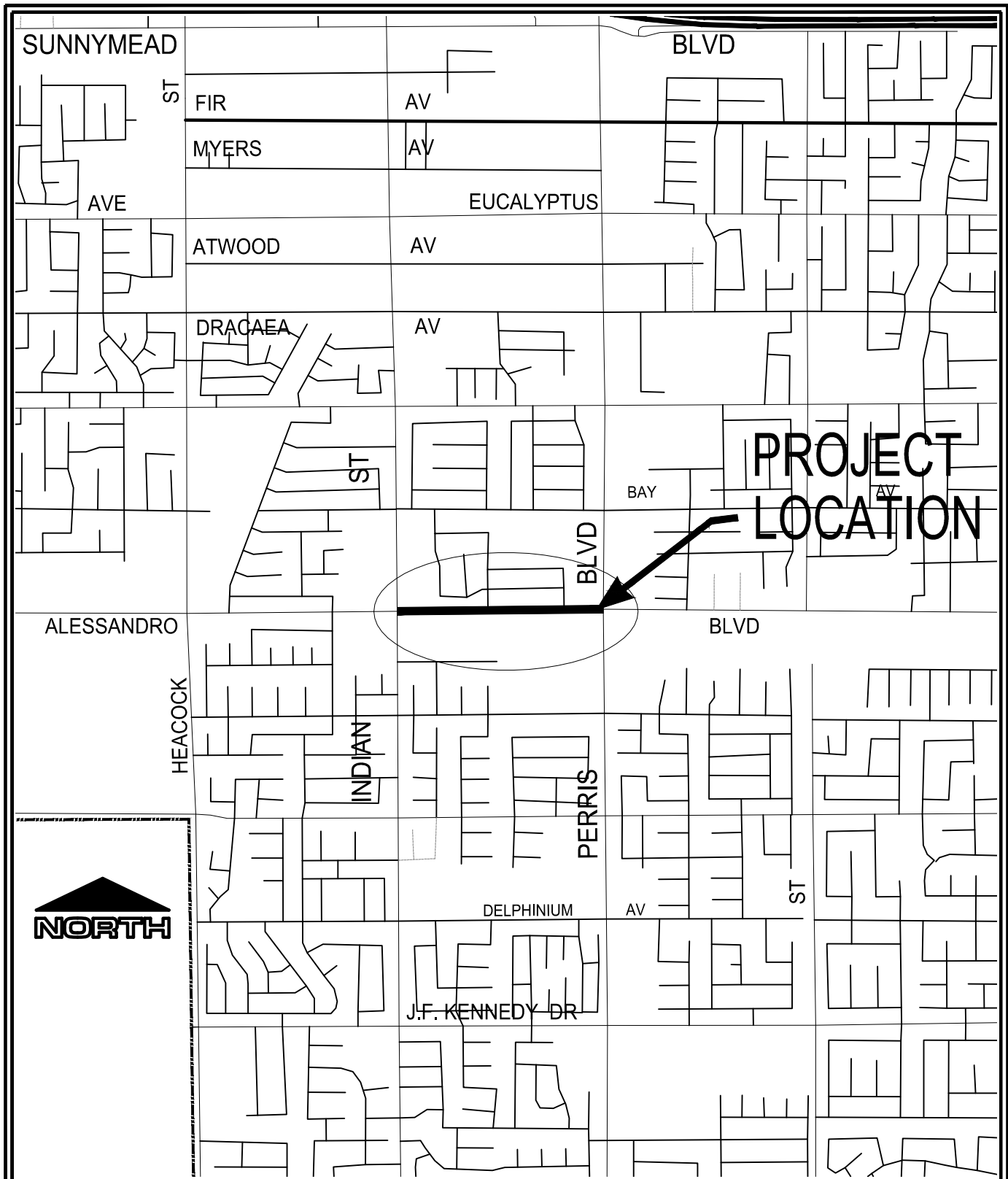
Prepared By:
Alan Kashefi, P.E.
Senior Engineer

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

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

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

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MORENO



VALLEY

LOCATION MAP

Public Works Department
Capital Projects Division

Scale: None

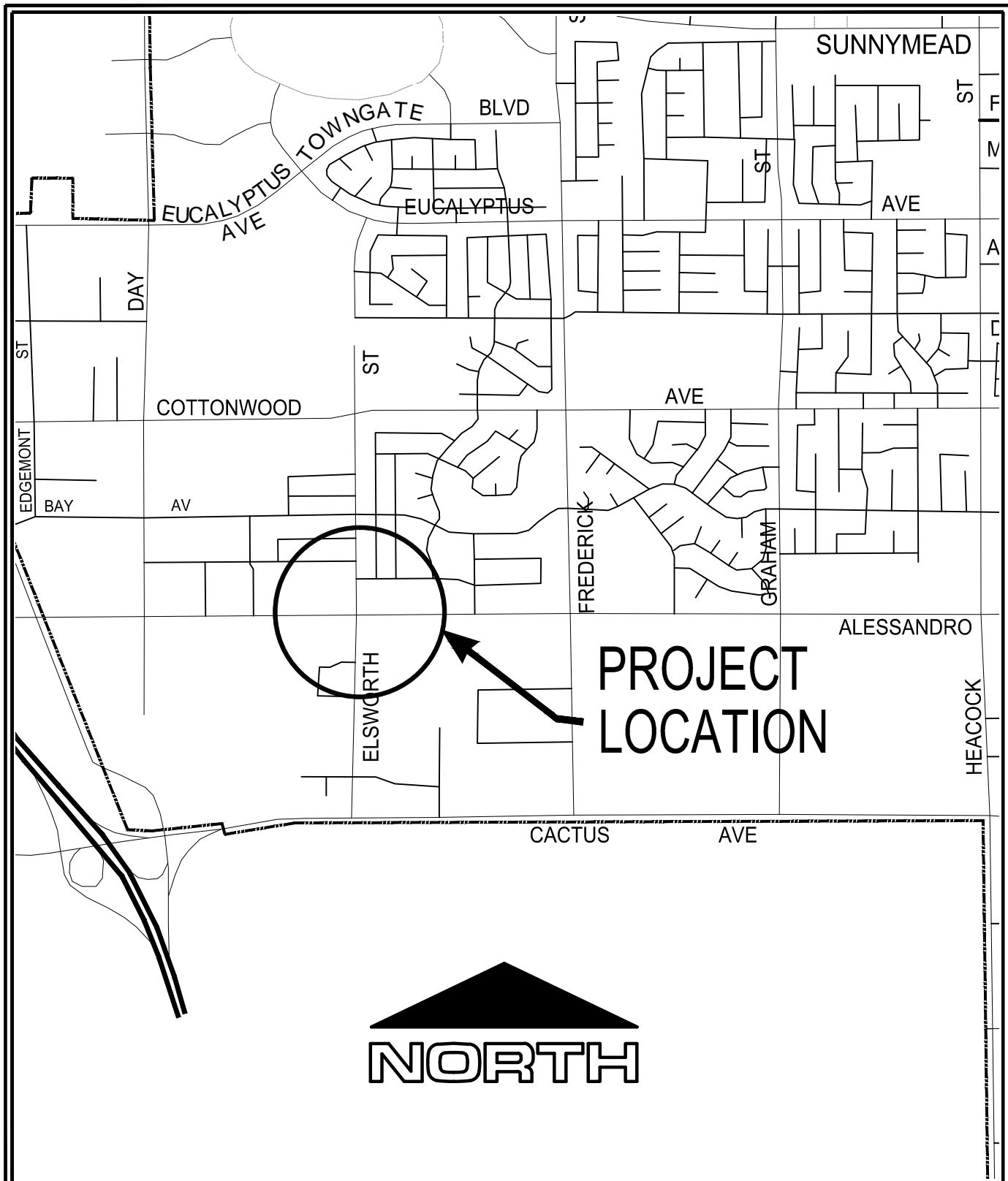
Cycle 4, No. 1

FY 2010/2011, CYCLE 4 (HSIP)
ALESSANDRO BLVD

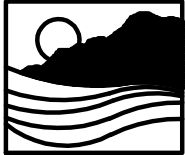
between Indian Street and Perris Boulevard

ATTACHMENT "A"

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MORENO



VALLEY

LOCATION MAP

Public Works Department
Capital Projects Division

Scale: None

Cycle 4, No. 1

FY 2010/2011, CYCLE 4 (HSIP)

ALESSANDRO BLVD

AT ELSWORTH STREET

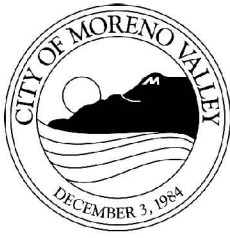
ATTACHMENT "B"

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**ATTACHMENT C
GRANT COST/BENEFIT WORKSHEET**

Expenditure Category	Grant Budget	Grant Budget by Fiscal Year	Percent of Grant	Local Match Budget	Local Match by Fiscal Year	Percent of Local Match	Revenue Source (Description & Account Code)	Total Cost (Grant plus Local Match)	Total Cost by Fiscal Year
Personnel/Title									
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
Subtotal									
Equipment/Technology									
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
Subtotal									
Design/Engineering									
Alessandro Boulevard Raised Median Enhancement	81,000	FY 2010/2011	90.00%	9,000	FY 2010/2011	10.00%	Measure "A"	90,000	FY 2010/2011
Alessandro Boulevard and Elsworth Street	112,500	FY 2010/2011	90.00%	12,500	FY 2010/2011	10.00%	Measure "A"	125,000	FY 2010/2011
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
Subtotal									
Construction									
Alessandro Boulevard Raised Median Enhancement	819,000	FY 2011/2012	90.00%	81,900	FY 2011/2012	10.00%	Measure "A"	910,000	FY 2011/2012
Alessandro Boulevard and Elsworth Street	675,000	FY 2011/2012	90.00%	75,000	FY 2011/2012	10.00%	Measure "A"	750,000	FY 2011/2012
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
Subtotal									
Other									
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
Subtotal									
Grand Total									
Alessandro Boulevard Raised Median Enhancement	900,000	FY 2010/2012	90.00%	100,000	FY 2010/2012	10.00%	Measure "A"	1,000,000	FY 2010/2012
Alessandro Boulevard and Elsworth Street	787,500	FY 2010/2012	90.00%	87,500	FY 2010/2012	10.00%	Measure "A"	875,000	FY 2010/2012
		FY			FY				FY
		FY			FY				FY
		FY			FY				FY
Total	1,687,500			187,500				1,875,000	

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>fw</i>
CITY MANAGER	<i>wbs</i>

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: November 30, 2010

TITLE: APPROVE AGREEMENT WITH THE CITY OF RIVERSIDE FOR ALESSANDRO BOULEVARD MULTI-JURISDICTION TRAFFIC SIGNAL COORDINATION AND SYNCHRONIZATION PROJECT AND MEMORANDUM OF UNDERSTANDING WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR A VIDEO INFORMATION DISTRIBUTION SYSTEM

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Agreement for Alessandro Boulevard Multi-Jurisdiction Traffic Signal Coordination and Synchronization Project between the City of Moreno Valley and the City of Riverside.
2. Approve payment in the amount of \$125,000 to the City of Riverside for the City's share of the project costs.
3. Approve the Memorandum of Understanding (MOU) Video Information Distribution System Agreement between the City of Moreno Valley and the California Department of Transportation (Caltrans), District 8.
4. Authorize the Mayor to execute the Agreement for the Alessandro Boulevard Multi-Jurisdiction Traffic Signal Synchronization Project and the MOU for a Video Information Distribution System on behalf of the City in the form attached hereto.
5. Authorize the City Manager to execute any subsequent amendments to the Agreement for the Alessandro Boulevard Multi-Jurisdiction Traffic Signal

Synchronization Project and the MOU for a Video Information Distribution System on behalf of the City.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

In 2009, the Riverside County Transportation Commission (RCTC) and the cities of Moreno Valley and Riverside successfully applied for Mobile Source Air Pollution Reduction Committee (MSRC) funding from the South Coast Air Quality District to improve traffic flow on Alessandro Boulevard. The project will implement seamless traffic signal coordination between Moreno Valley, Caltrans, and the City of Riverside across the I-215/Alessandro Boulevard interchange, and develop hardware and software interfaces between the three agencies to allow joint monitoring and control in the event of unusual freeway traffic conditions. The project will also benefit the City's Transportation Management Center (TMC) project, being implemented concurrently, by allowing access to the other agencies' closed-circuit television cameras to view and respond to incidents and congestion near Moreno Valley.

DISCUSSION

The City of Moreno Valley/City of Riverside Intertie project will provide data connections between Moreno Valley, Riverside, and the Caltrans District 8 Transportation Management Center, and allow for joint management and operation of the Alessandro Boulevard corridor at the high-volume segment nearest Interstate 215. The sharing of streaming video images and traffic data between agencies would be governed by the memorandum of understanding which establishes each agency's responsibilities for providing equipment and maintenance. The agreement sets the financial participation of each agency in implementing the project. Staff recommends approval of the agreement with the City of Riverside and the MOU with Caltrans for this purpose.

ALTERNATIVES

1. Approve the Agreement for Alessandro Boulevard Multi-Jurisdiction Traffic Signal Coordination and Synchronization Project between the City of Moreno Valley and the City of Riverside, approve payment in the amount of \$125,000 to the City of Riverside for the City's share of the project costs, approve the Memorandum of Understanding (MOU) Video Information Distribution System Agreement between the City of Moreno Valley and the California Department of Transportation (Caltrans), District 8, authorize the Mayor to execute the Agreement for the Alessandro Boulevard Multi-Jurisdiction Traffic Signal

Synchronization Project and the MOU for a Video Information Distribution System on behalf of the City in the form attached hereto, and authorize the City Manager to execute any subsequent amendments to the Agreement for the Alessandro Boulevard Multi-Jurisdiction Traffic Signal Synchronization Project and the MOU for a Video Information Distribution System on behalf of the City. *City staff recommends this alternative.*

2. Do not approve the Agreement for Alessandro Boulevard Multi-Jurisdiction Traffic Signal Coordination and Synchronization Project between the City of Moreno Valley and the City of Riverside, do not approve payment in the amount of \$125,000 to the City of Riverside for the City's share of the project costs, approve the Memorandum of Understanding (MOU) Video Information Distribution System Agreement between the City of Moreno Valley and the California Department of Transportation (Caltrans), District 8, do not authorize the Mayor to execute the Agreement for the Alessandro Boulevard Multi-Jurisdiction Traffic Signal Synchronization Project and the MOU for a Video Information Distribution System on behalf of the City in the form attached hereto, and do not authorize the City Manager to execute any subsequent amendments to the Agreement for the Alessandro Boulevard Multi-Jurisdiction Traffic Signal Synchronization Project and the MOU for a Video Information Distribution System on behalf of the City. *City staff does not recommend this alternative.*

FISCAL IMPACT

Approval of the attached documents and associated project completion will result in an incremental increase in duties required of existing staff to operate and maintain the communication equipment and jointly manage the Alessandro Boulevard corridor. However, the implementation of the intertie and TMC projects will result in increased efficiency in performing traffic operations, offsetting the increased duties.

The City of Moreno Valley/City of Riverside project is funded by account 137.66129 (Air Quality) and is budgeted in the amount of \$218,121 in fiscal year 10/11. The monies assigned to implement the City of Moreno Valley/City of Riverside intertie project may only be used for the purpose of improving air quality. **There is no impact to the General Fund.**

CITY COUNCIL GOALS

ADVOCACY:

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

POSITIVE ENVIRONMENT:

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

NOTIFICATION

Posting of Agenda.

ATTACHMENTS

- Attachment - 1 Vicinity Map for Interjurisdictional Coordination Project
- Attachment - 2 Proposed Agreement between the City of Riverside and the City of Moreno Valley
- Attachment - 3 Proposed Memorandum of Understanding between the California Department of Transportation, District 8, and the City of Moreno Valley

Prepared By
John Kerenyi, P.E.
Senior Engineer

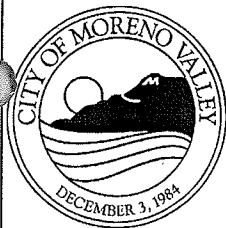
Department Head Approval
Chris A. Vogt, P.E.
Public Works Director/City Engineer

Concurred By
Eric Lewis, P.E., T.E.
City Traffic Engineer

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

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MOBILE SOURCE AIR POLLUTION REDUCTION COMMITTEE

LOCATION MAP
Public Works Department
Capital Projects Division

**CITY OF MORENO VALLEY/
CITY OF RIVERSIDE INTERTIE**

ATTACHMENT 1

Project No. 11-137661.00
Item No. A.6

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AGREEMENT FOR
ALESSANDRO BOULEVARD MULTI-JURISDICTION
TRAFFIC SIGNAL COORDINATION AND SYNCHRONIZATION PROJECT

This agreement is entered into by and among the City of Moreno Valley, referred to herein as MORENO VALLEY, and the City of Riverside, referred to herein as RIVERSIDE. MORENO VALLEY and RIVERSIDE have received a grant from Mobile Source Air Pollution Reduction Committee, referred to herein as MSRC, in the amount of \$144,470 for Multi-Jurisdictional Traffic Signal Coordination and Synchronization for the Alessandro Boulevard/Central Avenue Corridor from Day Street (Moreno Valley) to State Route 91 (Riverside), referred to herein as the PROJECT (Exhibit A).

This AGREEMENT is to define and set forth responsibilities and obligations of each as pertains to such participation and to the construction and funding of the proposed PROJECT.

Therefore, it is mutually agreed as follows:

RIVERSIDE AGREES TO:

- 1.1 Act as the Lead Agency in the construction of the PROJECT.
- 1.2 Provide plans and specifications and all necessary construction engineering for the PROJECT for MORENO VALLEY's prior review and approval, with exception to Item 2.3.
- 1.3 Advertise, award, administer, and fund the construction of the PROJECT, in accordance with its City Charter and the California Public Contract Code.
- 1.4 Construct the PROJECT by contract in accordance with the plans and specifications of RIVERSIDE, which have been reviewed and approved by MORENO VALLEY, and to the satisfaction of and subject to concurrence of MORENO VALLEY.
- 1.5 Arrange for relocation of all utilities which interfere with construction of the PROJECT within the PROJECT limits within RIVERSIDE.
- 1.6 Obtain a no-cost permit from MORENO VALLEY for work within MORENO VALLEY's right-of-way.
- 1.7 Require its contractors to maintain Workers' Compensation Insurance or a state-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf

of the contractor and all risks to such persons under this Agreement. Comprehensive General Liability Insurance to include contractual coverage and Automobile Liability Insurance to include coverage for owned, hired and non-owned vehicles. The Comprehensive General and Automobile Liability policies shall have combined single limits for bodily injury and property damage of not less than two million dollars (\$2,000,000) and shall name RIVERSIDE and MORENO VALLEY as additional named insured.

Waiver of Subrogation Rights – Contractors shall require the carriers of the above required coverages to waive all rights of subrogation against RIVERSIDE, MORENO VALLEY, and their officers, employees, agents, volunteers, contractors and subcontractors.

Policies Primary and Non-Contributory – All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by RIVERSIDE or MORENO VALLEY.

- 1.8 Provide adequate inspection of all items of work performed under the construction contract(s) with RIVERSIDE's contractors or subcontractors for the PROJECT and maintain adequate records of inspection and materials testing for review by MORENO VALLEY. RIVERSIDE shall provide copies of any records of inspection and materials testing to MORENO VALLEY within ten (10) days of RIVERSIDE's receipt of written demand from MORENO VALLEY for such records.
- 1.9 Pay for its proportionate share of the PROJECT construction costs. The PROJECT construction costs shall include the cost of PROJECT construction engineering and overhead costs. RIVERSIDE's share of PROJECT construction costs is estimated at \$163,940. RIVERSIDE shall be responsible for the sum of \$163,940 plus any PROJECT cost increases or reductions pursuant to Section 3.5 below and pay such costs from RIVERSIDE funds.
- 1.10 RIVERSIDE shall accept the amount of \$25,000 from the Riverside County Transportation Commission, referred to herein as RCTC on behalf of both parties.
- 1.11 RIVERSIDE shall provide all required reporting and invoicing to MSRC, and upon completion of the PROJECT accept the grant funding of \$144,470.

2.0 MORENO VALLEY AGREES TO:

- 2.1 Pay for its share of the PROJECT construction costs. The PROJECT construction costs shall include the cost of PROJECT construction engineering and overhead costs. MORENO VALLEY's proportionate share of PROJECT construction costs is an amount not to exceed \$125,000, except as otherwise provided in section 3.5 herein. MORENO VALLEY will pay an amount not to exceed \$125,000 to RIVERSIDE upon approval of this Agreement by the RIVERSIDE and MORENO VALLEY City Councils.
- 2.2 Arrange for relocation of all utilities which interfere with construction of the PROJECT within the PROJECT limits within MORENO VALLEY.
- 2.3 Provide PLANS, SPECIFICATIONS, AND ESTIMATES for the PROJECT, within MORENO VALLEY'S CITY limits to be incorporated into Item 1.2 at MORENO VALLEY'S expense. Item 2.3 is not eligible for PROJECT reimbursement.
- 2.4 Provide a no-cost permit to RIVERSIDE for its work in MORENO VALLEY'S right-of-way.
- 2.5 Be responsible for the maintenance of PROJECT within Moreno Valley's MORENO VALLEY limits upon PROJECT completion.
- 2.6 Provide appropriate Public Works inspection for work done within MORENO VALLEY'S right-of-way.

IT IS MUTUALLY AGREED:

- 3.1 RIVERSIDE agrees to indemnify and hold harmless MORENO VALLEY, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of RIVERSIDE, its officers, employees, agents or volunteers in connection with RIVERSIDE's performance of its obligations under this Agreement.
- 3.2 MORENO VALLEY agrees to indemnify and hold harmless RIVERSIDE, its officers, employees, agents, and volunteers from any and all liabilities for injury to persons and damage to property arising out of any act or omission of MORENO VALLEY, its officers, employees, agents or volunteers in connection with MORENO VALLEY's performance of its obligations under this Agreement.
- 3.3 In the event RIVERSIDE and/or MORENO VALLEY is found to be comparatively at fault for any claim, action, loss or damage which results from

their respective obligations under the Agreement, RIVERSIDE and/or MORENO VALLEY shall indemnify the other to the extent of its comparative fault. Furthermore, if RIVERSIDE or MORENO VALLEY attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, RIVERSIDE and MORENO VALLEY agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

- 3.4 RIVERSIDE and MORENO VALLEY are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrant that through their programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of RIVERSIDE and MORENO VALLEY's performance of this Agreement.
- 3.5 The parties acknowledge that final PROJECT construction costs may ultimately exceed current estimates of PROJECT construction costs. Any additional PROJECT construction costs resulting from increased bid prices, change orders, or from unforeseen site conditions, including Utility relocation (but not requested additional work by a party, which is addressed in Section 3.6 below) over the estimated total PROJECT costs of \$458,410 (which is the sum of \$163,940 from RIVERSIDE, \$125,000 from MORENO VALLEY, \$144,470 from MSRC, and \$25,000 from RCTC) shall be reviewed and approved by the parties to determine each party's proportional share of the increased costs.
- 3.6 If either MORENO VALLEY or RIVERSIDE request additional work that is beyond the scope of the original PROJECT, said work will be paid solely by the agency requesting the work at the construction contract unit costs.
- 3.7 In the event that change orders are required during the course of the PROJECT, said change orders must be in form and substance as set forth in attached Exhibit B of this Agreement and approved by both RIVERSIDE and MORENO VALLEY. Contract Change Order forms will be delivered by fax and must be returned within two (2) working days.
- 3.8 Except with respect to the parties' operation, maintenance and indemnification obligations contained herein, this Agreement shall terminate upon completion of the PROJECT and payment of final billing by MORENO VALLEY for its share of the PROJECT.

- 3.9 This Agreement contains the entire agreement of the parties with respect to subject matter hereof, and supersedes all prior negotiations, understandings or agreements. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- 3.10 This Agreement shall be governed by the laws of the State of California. Any action or proceeding between MORENO VALLEY and RIVERSIDE concerning the interpretation or enforcement of this Agreement, or which arises out of or is in any way connected with this Agreement or the PROJECT, shall be instituted and prosecuted in the appropriate state court in the County of Riverside, California.
- 3.11 Time is of the essence for each and every provision of this Agreement.
- 3.12 Since the parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for any or against any party. Any term referencing time, days or period for performance shall be deemed work days. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 3.13 No waiver of any default shall constitute a waiver of any other default or brief, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a party shall give the other party any contractual rights by custom, estoppel, or otherwise.
- 3.14 If a court of competent jurisdiction declares any portion of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this agreement is frustrated.
- 3.15 This Agreement may be signed in counterparts, each of which shall constitute an original.
- 3.16 Except as provided in Section 12940 of the California Government Code, during performance of this Agreement, the parties shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation in the selection and retention of employees and

subcontractors and the procurement of materials and equipment. The parties shall also comply with the requirements of the Americans with Disabilities Act in the performance of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives on _____, 2010.

MORENO VALLEY

RIVERSIDE

By: _____
Mayor

By: Betty J. Graham
City Manager

Attest:

Attest:

By: _____
MORENO VALLEY Clerk

C. J. Nicol
RIVERSIDE City Clerk

Approved as to form:

Approved as to form:

By: _____
MORENO VALLEY City Attorney's Office

[Signature]
RIVERSIDE City Attorney's Office

Approved as to Content

By: _____
MORENO VALLEY
Public Works Director/City Engineer

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10-0166 RBS 8/9/10

EXHIBIT A
FROM MSRC APPLICATION

EXHIBIT B-A

STATEMENT OF WORK

**Alessandro Boulevard Corridor
City of Riverside and City of Moreno Valley**

PROJECT GOAL

Utilize an Interagency Advanced Transportation Management System (ATMS) to provide the efficient progression of traffic within a corridor in response to peak traffic volumes, special events and incidents, and response to major "spikes" in traffic volume. Goal achievement will require the implementation of traffic signal coordination, real time roadway surveillance (CCTV and traffic flow detection), and communication links between the agency's TMC's.

Identified Corridor

- (1) Alessandro Boulevard/Central Avenue – Limits – Frederick Street to Magnolia Avenue

I. Data Update/Asset Inventory

- A. Turning Movement Counts/Level of Service
 - 1. Availability of current turning movement data
 - 2. Identify turning movement count data gaps
 - 3. Contract turning movement counts
 - 4. Level of Service with travel time study
- B. Asset Inventory of Traffic Signals
 - 1. Controller types, cabinet types, type of communications
 - 2. Video surveillance, vehicle count capable
- C. Asset Inventory of Existing Communication Infrastructure
 - 1. Caltrans District 8 interface w/City TMC
 - 2. Riverside/Moreno Valley communication assets
 - a.) Interface to Caltrans Dist 8 TMC
 - b.) Communication assets on the corridor
 - c.) Communication assets at City TMC's

II. Identify Asset Shortfalls for reaching goal

- A. Identify non-compatible controls/software that would impede reaching goal
 - 1. Controller
 - 2. Communications
 - a.) Non-compatible or gaps
- B. Solutions to identified shortfalls
 - 1. Communication integration
 - a.) Interface devices between fiber, copper, wireless
 - b.) Vendor Selection

2. Design and Specifications
3. Bid Package

III. Corridor Systems Coordination

- A. Define coordination parameters to meet goal
 1. Minimize delay to major traffic movement for efficient progression
- B. Build corridor network
 1. Utilize current network configuration
 2. Integrate corridor into Synchro
- C. Optimize coordination

IV. Deploy Communication/Software devices

- A. Installation of devices
- B. Testing & acceptance

V. Implement Coordination

- A. Install coordination timing
- B. Monitor and refine the coordination
- C. Travel Time Study for corridor efficiency

SCOPE OF WORK

- 1- PTZ CAMERAS
 - a. Moreno Valley – 2 cameras (Location TBD)
 - b. Riverside – 6 cameras (Locations TBD)
- 2- NON-INTRUSIVE COUNT STATIONS
 - a. Moreno Valley – 1 station (Location TBD)
 - b. Riverside – 2 stations w/server (Locations TBD)
- 3- CONTROLLERS
 - a. Moreno Valley – 5 McCain ATC controllers (Locations TBD)
 - b. Riverside – 18 McCain ATC controllers (Locations TBD)
- 4- INTERCONNECT/COMMUNICATIONS (USE OF “BEST FIT” TECHNOLOGY)
 - a. Alessandro Blvd between Frederick St to Sycamore Cyn
 - b. Alessandro Blvd between Sycamore Cyn to Arlington Av
 - c. Central Av between Arlington Av to Magnolia Av
 - d. Communication access to District 8 TMC for Caltrans camera feeds

EXHIBIT B



City of Riverside

CHANGE ORDER

VENDOR NO. [] REG. NO. [] DATE [] FORMAL (External)
 INFORMAL (Internal)

TO PURCHASE ORDER No. [] CHANGE NO. 0

Please Note: All Terms and Conditions of the original Purchase Order remain applicable unless otherwise noted on this Change Order.

TO: _____
 Contractor _____
 or Vendor _____

DEPARTMENT COPY

DEPT	Public Works Engineering - Construction / Inspection				
PROJECT	Project Description - Bid No. 0000				
Location, Description and Reason for Change Order					
Original Contract _____ Prior Change Order(s) _____ This Change Order _____ New Contract Amt _____					
IF CHANGE IN CONTRACT COMPLETION TIME, SHOW NUMBER OF CALENDAR DAYS: Change Order Authority = \$ _____					
Increase: _____ Decrease: _____ Change Order Authority Remaining after this CO = \$ _____					
Item No.	Description	Qty	Unit	Unit Price	Amount
GRAND TOTAL					
CONTRACTOR		DATE	DEPARTMENT DIRECTOR		DATE
PURCHASING SERVICES MANAGER		DATE	ASST. CITY MGR/CFO (if Required)		DATE
CITY MANAGER (if Required)		DATE			
General Ledger		Job Ledger (if Required)			
GL Key	Debit	JL Key	Object	Work Order	Amount
TOTAL					

FINPUR: OL/Last Update 07/05

Note: All Amounts in RED should match

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MEMORANDUM OF UNDERSTANDING

VIDEO INFORMATION DISTRIBUTION SYSTEM AGREEMENT

{ **STATE OF CALIFORNIA**
{ **Department of Transportation**
{ **District 8**

PARTIES TO AGREEMENT

AND

{ **CITY OF MORENO VALLEY**
{ **Public Works Department**

WHEREAS, the Department of Transportation of the State of California, hereinafter referred to as "**STATE**", has constructed the Transportation Management Center (**TMC**) for the purpose of developing an optimum system of freeway traffic flow monitoring, traffic management service, and advisory information intended to minimize delay and inconvenience to the traveler confronted with traffic congestion; and

WHEREAS, **STATE**, as part of its Advanced Traffic Management System (**ATMS**) Program, monitors freeway conditions in and around the Inland Empire, has provided for methods of information gathering by means of an electronic surveillance system utilizing electronic loop detectors placed in the pavement, and a Closed Circuit Television (**CCTV**) camera system; and

WHEREAS, the traffic information from the loop detectors and the video from the cameras is transmitted via a fiber optic network to a central location within the **TMC**; and

WHEREAS, it is intended that the information be communicated to the public in order to alert them of traffic congestion; and

WHEREAS, - the City of Moreno Valley has requested that the **STATE** provide individual strands from the fiber cable backbone; and

WHEREAS, the City of Moreno Valley, hereinafter referred to as **CITY**, desires to avail itself of strands from the fiber optic backbone along Interstate 215 and State Route 60 operated by the **STATE** and would like to use these fiber optic strands to add functionality to the City of Moreno Valley Transportation Management Center project; and

WHEREAS, CITY will benefit from the access to Video from the following freeway/arterial interchange locations;

1. I-215 at Cactus Avenue
2. I-215 at Alessandro Boulevard
3. I-215 at Eucalyptus Avenue
4. I-215 at Van Buren Boulevard
5. SR-60 at Day Street
6. SR-60 at Pigeon Pass Road/Frederick Street
7. SR-60 at Heacock Avenue
8. SR-60 at Perris Boulevard

NOW, THEREFORE, the parties hereto agree as follows:

Article I- Obligation of STATE

- A. **STATE** to provide four dark fiber optic strands between the Caltrans TMC and the I-215/Eucalyptus interchange and/or the SR-60/Pigeon Pass Road/Frederick Street interchange.

- B. **STATE** will continue to maintain and monitor the fiber optic backbone, as resource levels permit. The fiber optic cable is exposed to construction activities and vandalism. The **STATE** will make all efforts to keep the fiber optic system operational at all times, but does not guarantee its availability.
- C. The **STATE** will allow **CITY** to utilize the fiber optic strands described in Article I-A as long as they are not needed for a higher priority activity, as determined by the **STATE**.
- D. If **STATE** determines that it is necessary to terminate this agreement for any reason it can do so by giving **CITY** 30 calendar day written notice.

Article II - Obligation of CITY

- A. Provide, at no cost to the **STATE**, the necessary fiber optic communication equipment between the **CITY**'s TMC and the fiber optic backbone.
- B. Pay all installation costs to connect the **CITY** communication equipment to the **STATE** fiber backbone.
- C. Isolate **CITY** communication equipment from **STATE** fiber backbone by installing a demarcation point outside of **STATE** Right of Way. The connection point shall include a cabinet enclosure, Fiber Distribution Unit, Fiber Jumpers and all other equipment needed to install the connection point.
- D. Install a two-inch Galvanized Rigid Conduit from the connection point cabinet to a **STATE** specified Fiber Optic Vault at each agreed-to connection point. Install a Twelve Strand Single Mode Fiber Optic Cable between the Connection Cabinet and the fiber Optic Vault. Fusion Splice the assigned fibers to the Backbone.
- E. **CITY** to obtain an encroachment permit before starting any work within **STATE** Right of Way.
- F. Should any of **CITY** transmitting equipment negatively impact the **STATE**'s operation in any way, **CITY** shall take reasonable steps to remedy the situation in a timely manner satisfactory to the **STATE**. If the **STATE**'s operation is not remedied within a reasonable time, the **STATE** will have **CITY**'s equipment removed and will be reimbursed by **CITY** for the actual cost of such removal.
- G. Prepare a plan showing proposed equipment layout, and interface(s) to **STATE** equipment. The plan must be approved by the **STATE** prior to the installation of any equipment.

Article III - Mutual Obligations of the Parties

- A. **STATE** coordinator shall be the Senior Transportation Electrical Engineer – Transportation Management Center (**TMC**). The video information distribution system is currently located at 464 West Fourth Street, San Bernardino, CA 92401.
- B. For purposes of coordination, **CITY** shall designate a coordinator with whom the Engineer may communicate on matters affecting this agreement. **CITY** shall keep **STATE** informed of any change in the status of the coordinator.
- C. This agreement shall commence on March 1, 2011 and will remain in effect until superseded by another agreement. It may, however, be terminated by the parties hereto upon 30 calendar days' written notice by either party whereupon all equipment and communications hardware owned by **CITY** will be removed from the State Right of Way by **CITY** at **CITY's** expense within 60 calendar days.
- D. This Agreement is not transferable except upon written approval by **STATE**.
- E. **STATE** shall have no liability to **CITY** by reason of the information provided or for the termination of the agreement and removal of the equipment provided.
- F. **CITY** agrees to indemnify and save harmless and defend the State of California and all agents thereof from all claims, suits or actions of every name, kind and description, brought forth, or on account of, injuries to or death of any person including claims based on a theory of negligent infliction of emotional distress resulting from **CITY** airing the video from the Closed Circuit Television Cameras to the public.
- G. If for any reason any of the terms of this agreement are violated by either the **STATE** or **CITY**, the other party shall have the option to renegotiate or terminate, with 30 calendar days' written notice, this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto upon the date as shown below.

STATE OF CALIFORNIA
Department of Transportation

City of Moreno Valley

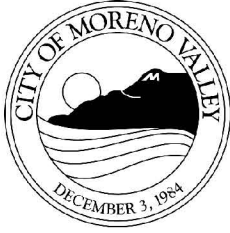
BY: _____
Thomas Ainsworth
Acting Deputy District
Director, Operations

BY: _____
Insert Name and Title

DATED: _____

DATED: _____

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>gnb</i>
CITY MANAGER	<i>W/S</i>

Report to City Council

TO: Mayor and City Council

FROM: Richard Teichert, City Treasurer

AGENDA DATE: November 30, 2010

TITLE: RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED SEPTEMBER 30, 2010

RECOMMENDED ACTION

Staff recommends that the City Council receive and file the attached Quarterly Investment Report, in compliance with the City's Investment Policy.

BACKGROUND

In response to the Orange County bankruptcy and investment problems, and in order to deal with tightening regulations and controls over local investment of public funds, Senate Bills 866 and 564 were signed into law and became effective January 1, 1996, creating California Government Code Sections 53601 and 53646 respectively. The City's Investment Policy, adopted December 17, 1996 (and revised most recently on March 23, 2010), is in full compliance with the requirements of both of the above-mentioned Code Sections in addressing the types of investments allowed, the governing restrictions on these investments, the third-party custodian arrangement for certain investments, and the quarterly reporting requirements.

DISCUSSION

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended September 30, 2010. This is the first quarterly report submitted for the 2010-11 fiscal year and is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full

compliance with the City's Investment Policy and Government Code Section 53601 as to the types of investments allowed. As stated in the attached report, there is more than adequate liquidity within the portfolio for the City to meet its budgeted expenditures over the next six months.

The City has now transitioned the management of its general investment portfolio to Chandler Asset Management. As a result, the City's investment approach has changed from *passive* to *active*, as discussed in past meetings with the Finance Sub-Committee and the City Council. Utilizing an *active* approach, securities purchased for investment are not necessarily held to maturity but may be actively traded based on market conditions and the City's investment goals. The City's cash flow requirements are evaluated on an ongoing basis, with short-term needs accommodated through the City's pooled investment funds with the State Local Agency Investment Fund (LAIF). LAIF is a pool of public funds managed by the State Treasurer of California, providing 24-hour liquidity while yielding a rate of return approximately equivalent to a one-year treasury bill. With the combined use of a conservative approach to evaluating cash flow needs and LAIF liquidity, the City will not have to liquidate securities at current market rates that are intended to be held for longer-term investment. This is especially important considering that the average maturity of the general portfolio is 2.47 years.

In accordance with California Government Code Section 53646, the City is properly reporting investments of all bond proceeds and Deferred Compensation Plan funds. These funds are not managed by the City Treasurer as part of the pooled investment program and were not included in the City's investment reports prior to the current legislation. Bond proceeds are held and invested by a Trustee; Deferred Compensation Plan funds are held and invested by the respective plan administrators with the funds also placed in a trust separate from City funds.

FISCAL IMPACT

None

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

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended September 30, 2010. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's Investment Policy and Government Code Section

53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

ATTACHMENTS/EXHIBITS

Attachment 1 - Treasurer's Cash and Investments Report – September 2010
 Attachment 2 – Chandler Asset Management Bond Market Review – October 2010

Prepared By:
 Brooke McKinney
 Treasury Operations Division Manager/

Department Head Approval:
 Richard Teichert
 City Treasurer

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

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CITY OF MORENO VALLEY

Treasurer's Cash and Investments Report

September 2010


General Portfolio	Cost Value	Market Value	Par Value	Average Maturity	Average Duration
Bank Accounts	737,559	737,559	737,559		
State of California LAIF Pool	36,444,454	36,444,454	36,444,454		
Investments	173,164,975	175,929,152	167,722,581	2.47	2.09
Total General Portfolio	210,346,988	213,111,165	204,904,594	Years	Years

Bond Proceeds with Fiscal Agents	Market Value
Construction Funds	14,518,137
Principal & Interest Accounts	1,757,076
Debt Service Reserve Funds	7,890,749
Custody Accounts	0
Arbitrage Rebate Accounts	14,482
Other Accounts	643,491
Total Bond Proceeds	24,823,935

Deferred Compensation Funds	Market Value as of June 30, 2010
Nationwide	7,537,784
ICMA	3,670,872
Total Deferred Compensation Funds	11,208,656

Total Investment Portfolio 249,143,756

1. I hereby certify that the investments are in compliance with the investment policy adopted by the City Council. There are no items of non-compliance for this period.
2. The market values for the specific investments in the General Portfolio are provided by the City's investment custodian.
3. The market value for LAIF is provided by the State Treasurer.
4. The market values for investments held by fiscal agents and the deferred compensation plans are provided by each respective trustee or fiscal agent.
5. The City has the ability to meet its budgeted expenditures for the next six months pending any future action by City Council or any unforeseen catastrophic event.


 Richard Teichert
 City Treasurer

Attachment 1

PORTFOLIO CHARACTERISTICS

Average Duration	2.09
Average Coupon	2.68 %
Average Purchase YTM	1.81 %
Average Market YTM	0.88 %
Average S&P Rating	AAA
Average Final Maturity	2.47 yrs
Average Life	2.17 yrs

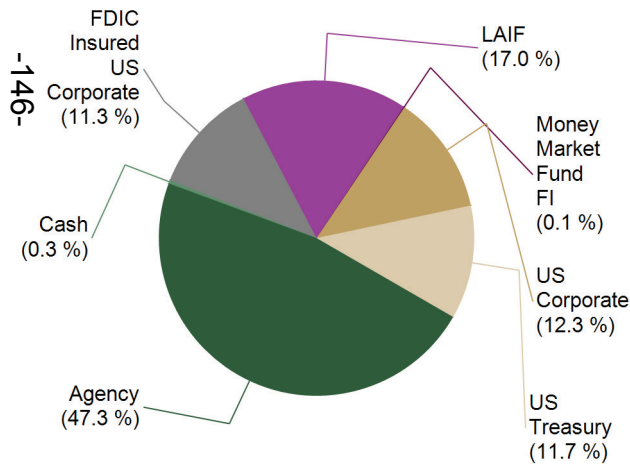
ACCOUNT SUMMARY

	Beg. Values as of 8/31/10	End Values as of 9/30/10
Market Value	218,927,627	213,111,165
Accrued Interest	1,424,241	1,315,778
Total Market Value	220,351,868	214,426,942
Income Earned	309,784	307,172
Cont/WD		
Par	211,807,489	204,904,594
Book Value	216,318,314	209,547,569
Cost Value	217,029,712	210,346,988

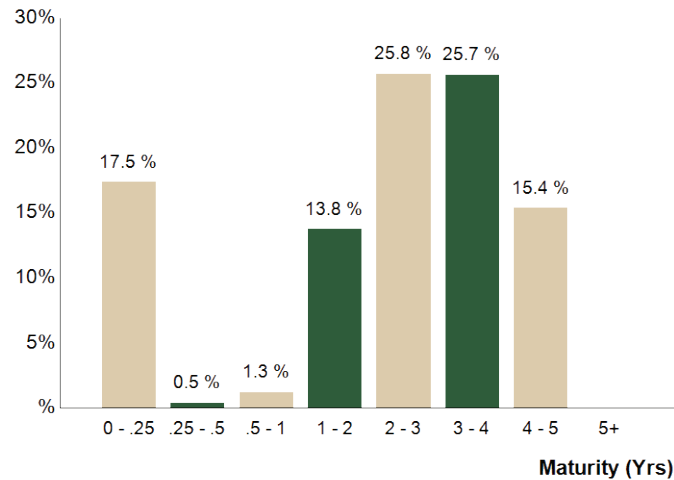
TOP ISSUERS

Issuer	% Portfolio
Local Agency Investment Fund	17.0 %
Federal National Mortgage Assoc	12.6 %
Government of United States	11.7 %
Federal Home Loan Mortgage Corp	11.4 %
Federal Farm Credit Bank	10.4 %
Federal Home Loan Bank	8.6 %
Tennessee Valley Authority	3.9 %
US Bank Corp FDIC Insured	2.4 %
	77.9 %

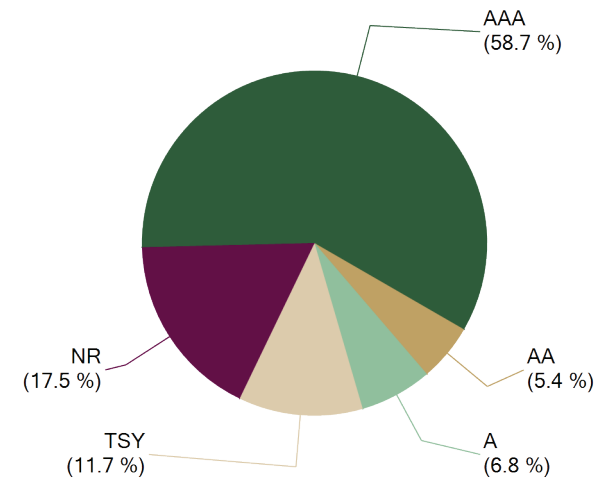
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY





CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
AGENCY									
307692AA1	FAMCA Note 4.875% Due 1/14/2011	1,000,000.00	06/05/2006 5.47 %	976,000.00 998,503.56	101.34 0.22 %	1,013,438.00 10,427.08	0.48 % 14,934.44	Aa3 AAA	0.29 0.29
31331YK82	FFCB Note 3.25% Due 5/2/2011	1,000,000.00	05/19/2008 3.38 %	996,360.00 999,280.78	101.72 0.33 %	1,017,188.00 13,451.39	0.48 % 17,907.22	Aaa AAA	0.59 0.58
3133XTRU2	FHLB Note 1.3% Due 6/1/2011	1,000,000.00	06/01/2009 1.30 %	1,000,000.00 1,000,000.00	100.59 0.41 %	1,005,938.00 4,333.33	0.47 % 5,938.00	Aaa AAA	0.67 0.66
3133XSWM6	FHLB Note 2.1% Due 1/23/2012	1,000,000.00	01/23/2009 2.10 %	1,000,000.00 1,000,000.00	102.16 0.45 %	1,021,563.00 3,966.67	0.48 % 21,563.00	Aaa AAA	1.32 1.30
3133XT2T2	FHLB Note 2.25% Due 2/10/2012	1,000,000.00	02/10/2009 2.25 %	1,000,000.00 1,000,000.00	102.47 0.43 %	1,024,688.00 3,187.50	0.48 % 24,688.00	Aaa AAA	1.36 1.34
31331XG30	FFCB Note 5.45% Due 6/21/2012	1,000,000.00	06/29/2007 5.33 %	1,005,380.00 1,001,860.37	108.41 0.55 %	1,084,063.00 15,138.89	0.51 % 82,202.63	Aaa AAA	1.73 1.65
31331GZ36	FFCB Callable Note 1X 10/19/10 1.55% Due 7/19/2012	1,000,000.00	10/19/2009 1.55 %	1,000,000.00 1,000,000.00	100.06 0.36 %	1,000,625.00 3,100.00	0.47 % 625.00	Aaa AAA	0.05 0.05
31331XT36	FFCB Note 5.25% Due 8/1/2012	1,000,000.00	08/01/2007 5.25 %	1,000,000.00 1,000,000.00	108.50 0.59 %	1,085,000.00 8,750.00	0.51 % 85,000.00	Aaa AAA	1.84 1.76
3133XT4J2	FHLB Note 2.45% Due 8/13/2012	1,000,000.00	02/13/2009 2.45 %	1,000,000.00 1,000,000.00	103.56 0.53 %	1,035,625.00 3,266.67	0.48 % 35,625.00	Aaa AAA	1.87 1.83
331GZ44	FFCB Note 1.55% Due 10/15/2012	1,000,000.00	10/15/2009 1.55 %	1,000,000.00 1,000,000.00	101.84 0.64 %	1,018,438.00 7,147.22	0.48 % 18,438.00	Aaa AAA	2.04 2.00
3133XSKL1	FHLB Callable Note 1X 11/5/10 4.125% Due 11/5/2012	1,000,000.00	11/05/2008 4.13 %	1,000,000.00 1,000,000.00	100.34 0.58 %	1,003,438.00 16,729.17	0.48 % 3,438.00	Aaa AAA	0.10 0.10
3128X7SV7	FHLMC Callable Note 1X 11/23/2010 3.7% Due 11/23/2012	2,000,000.00	05/23/2008 3.79 %	1,992,500.00 1,996,425.53	100.47 0.52 %	2,009,322.00 26,311.11	0.95 % 12,896.47	Aaa AAA	0.15 0.15
31331GKF5	FFCB Note 2.5% Due 1/14/2013	1,000,000.00	01/14/2009 2.30 %	1,007,520.00 1,004,303.03	104.09 0.69 %	1,040,938.00 5,347.22	0.49 % 36,634.97	Aaa AAA	2.29 2.22
3133XUDM2	FHLB Callable Note 1X 2/14/11 2.4% Due 2/14/2013	1,000,000.00	08/14/2009 2.40 %	1,000,000.00 1,000,000.00	100.69 0.55 %	1,006,875.00 3,133.33	0.47 % 6,875.00	Aaa AAA	0.38 0.37
880591CW0	Tennessee Valley Authority Note 6% Due 3/15/2013	3,725,000.00	Various 1.87 %	4,194,744.63 4,088,995.88	112.79 0.74 %	4,201,282.23 9,933.34	1.96 % 112,286.35	Aaa AAA	2.46 2.32
3128X8TZ5	FHLMC Callable Note 1X 4/8/11 2.5% Due 4/8/2013	1,000,000.00	04/08/2009 2.50 %	1,000,000.00 1,000,000.00	101.06 0.47 %	1,010,594.00 12,013.89	0.48 % 10,594.00	Aaa AAA	0.52 0.51
31331GVD8	FFCB Note 2.2% Due 4/8/2013	1,000,000.00	05/08/2009 2.20 %	1,000,000.00 1,000,000.00	103.59 0.76 %	1,035,938.00 10,572.22	0.49 % 35,938.00	Aaa AAA	2.52 2.43
3128X8B84	FHLMC Callable Note 1X 5/13/11 2.4% Due 5/13/2013	1,000,000.00	05/13/2009 2.40 %	1,000,000.00 1,000,000.00	101.19 0.48 %	1,011,872.00 9,200.00	0.48 % 11,872.00	Aaa AAA	0.62 0.61
31GXM4	FFCB Callable Note Cont 6/3/11 2.7% Due 6/3/2013	1,000,000.00	06/03/2009 2.70 %	1,000,000.00 1,000,000.00	101.38 0.65 %	1,013,750.00 8,850.00	0.48 % 13,750.00	Aaa AAA	0.67 0.67
4A4TZ7	FHLMC Note 4.5% Due 7/15/2013	3,900,000.00	05/12/2010 1.59 %	4,250,028.90 4,207,445.57	110.31 0.76 %	4,302,187.50 37,050.00	2.02 % 94,741.93	Aaa AAA	2.79 2.63

-147-

Item No. A.7



SIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
591DW9	Tennessee Valley Authority Note 4.75% Due 8/1/2013	3,750,000.00	03/15/2010 1.90 %	4,097,325.00 4,041,313.92	110.74 0.91 %	4,152,720.00 29,687.50	1.95 % 111,406.08	Aaa AAA	2.84 2.67
3133XUEC3	FHLB Callable Note Cont 8/12/11 2.65% Due 8/12/2013	1,000,000.00	08/12/2009 2.65 %	1,000,000.00 1,000,000.00	101.69 0.69 %	1,016,875.00 3,606.94	0.48 % 16,875.00	Aaa AAA	0.87 0.86
31331JJ38	FFCB Callable Note 1X 3/23/11 1.1% Due 9/23/2013	1,770,000.00	09/13/2010 1.10 %	1,770,000.00 1,770,000.00	100.22 0.64 %	1,773,872.76 432.67	0.83 % 3,872.76	Aaa AAA	0.48 1.96
31398A4A7	FNMA Callable Note 1X 9/27/11 1.2% Due 9/27/2013	3,525,000.00	09/10/2010 1.20 %	3,525,000.00 3,525,000.00	100.25 0.95 %	3,533,812.50 470.00	1.65 % 8,812.50	Aaa AAA	0.99 2.37
31331GCS6	FFCB Note 3.875% Due 10/7/2013	1,125,000.00	09/21/2010 0.92 %	1,224,382.50 1,223,577.42	109.06 0.83 %	1,226,953.13 21,070.31	0.58 % 3,375.71	Aaa AAA	3.02 2.83
3134G1PP3	FHLMC Callable Note 1X 8/18/11 1.4% Due 11/18/2013	1,855,000.00	08/18/2010 0.98 %	1,862,698.25 1,861,788.84	100.62 0.70 %	1,866,413.82 3,101.97	0.87 % 4,624.98	Aaa AAA	0.88 2.13
3133XSLV8	FHLB Callable Note 1X 11/26/10 3.5% Due 11/26/2013	1,000,000.00	11/26/2008 3.50 %	1,000,000.00 1,000,000.00	100.47 0.48 %	1,004,688.00 12,152.78	0.47 % 4,688.00	Aaa AAA	0.16 0.16
3133XHW57	FHLB Note 4.875% Due 12/13/2013	1,000,000.00	06/18/2009 2.96 %	1,080,060.00 1,057,101.98	112.41 0.93 %	1,124,063.00 14,625.00	0.53 % 66,961.02	Aaa AAA	3.21 2.97
3137EABX6	FHLMC Note 2.5% Due 1/7/2014	4,000,000.00	03/17/2010 2.09 %	4,059,384.00 4,050,973.76	104.95 0.96 %	4,197,896.00 23,333.33	1.97 % 146,922.24	Aaa AAA	3.27 3.13
36F93Z4	FNMA Callable Note 1X 1/28/11 2% Due 1/28/2014	1,000,000.00	01/28/2009 2.00 %	1,000,000.00 1,000,000.00	100.41 0.76 %	1,004,063.00 3,500.00	0.47 % 4,063.00	Aaa AAA	0.33 0.33
3136FHDF9	FNMA Callalbe Note 1X 3/18/11 3.2% Due 3/18/2014	1,000,000.00	03/18/2009 3.20 %	1,000,000.00 1,000,000.00	101.25 0.51 %	1,012,500.00 1,155.56	0.47 % 12,500.00	Aaa AAA	0.46 0.47
3128X8QM7	FHLMC Callable Note 1X 3/24/11 2.375% Due 3/24/2014	1,000,000.00	03/24/2009 2.40 %	999,000.00 999,304.49	101.01 0.28 %	1,010,106.00 461.81	0.47 % 10,801.51	Aaa AAA	0.48 0.48
3136FHMH1	FNMA Callable Note 1X 4/14/11 2% Due 4/14/2014	1,000,000.00	04/14/2009 2.00 %	1,000,000.00 1,000,000.00	100.94 0.26 %	1,009,375.00 9,277.78	0.48 % 9,375.00	Aaa AAA	0.54 0.53
3136FHGK5	FNMA Callable Note 1X 4/16/12 3% Due 4/16/2014	1,000,000.00	04/16/2009 3.00 %	1,000,000.00 1,000,000.00	103.56 0.68 %	1,035,625.00 13,750.00	0.49 % 35,625.00	Aaa AAA	1.55 1.97
31331GTJ8	FFCB Note 2.625% Due 4/17/2014	2,000,000.00	04/22/2010 2.25 %	2,028,120.00 2,025,008.44	105.41 1.07 %	2,108,126.00 23,916.67	0.99 % 83,117.56	Aaa AAA	3.55 3.36
3136FHMK8	FNMA Callable Note 1X 5/1/12 2.25% Due 5/1/2014	1,000,000.00	05/01/2009 2.25 %	1,000,000.00 1,000,000.00	102.63 0.58 %	1,026,250.00 9,375.00	0.48 % 26,250.00	Aaa AAA	1.59 1.55
3136FHPX7	FNMA Callable Note 1X 11/14/2011 2.125% Due 5/14/2014	1,000,000.00	05/14/2009 2.13 %	1,000,000.00 1,000,000.00	101.41 0.86 %	1,014,063.00 8,086.81	0.48 % 14,063.00	Aaa AAA	1.12 1.10
31398AXJ6	FNMA Note 2.5% Due 5/15/2014	3,100,000.00	Various 2.31 %	3,122,268.70 3,119,858.48	104.94 1.11 %	3,253,062.50 29,277.77	1.53 % 133,204.02	Aaa AAA	3.62 3.44
31331JQA4	FFCB Note 1.9% Due 6/2/2014	4,300,000.00	06/08/2010 1.96 %	4,289,551.00 4,290,337.02	102.81 1.12 %	4,420,937.50 27,006.39	2.07 % 130,600.48	Aaa AAA	3.67 3.53
3133X7FK5	FHLB Note 5.25% Due 6/18/2014	3,350,000.00	03/15/2010 2.34 %	3,742,991.85 3,692,699.00	115.22 1.06 %	3,859,829.80 50,319.79	1.82 % 167,130.80	Aaa AAA	3.72 3.39



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
AGENCY									
3133XTXW1	FHLB Callable Note 1X 1/9/12 2.5% Due 7/9/2014	1,000,000.00	07/09/2009 2.50 %	1,000,000.00 1,000,000.00	102.66 0.41 %	1,026,563.00 5,694.44	0.48 % 26,563.00	Aaa AAA	1.28 1.25
31398AYN6	FNMA Callable Note 1X 7/28/11 3% Due 7/28/2014	700,000.00	07/28/2009 3.00 %	700,000.00 700,000.00	101.81 0.80 %	712,687.50 3,675.00	0.33 % 12,687.50	Aaa AAA	0.82 0.82
3137EACD9	FHLMC Note 3% Due 7/28/2014	4,000,000.00	03/15/2010 2.41 %	4,097,476.00 4,085,314.42	106.97 1.13 %	4,278,752.00 21,000.00	2.01 % 193,437.58	Aaa AAA	3.83 3.61
31398AAY2	FNMA Note 3% Due 9/16/2014	1,500,000.00	04/15/2010 2.50 %	1,531,365.00 1,528,100.24	106.91 1.21 %	1,603,594.50 1,875.00	0.75 % 75,494.26	Aaa AAA	3.96 3.75
31331GL80	FFCB Note 3% Due 9/22/2014	4,000,000.00	03/17/2010 2.47 %	4,090,640.00 4,079,811.57	107.19 1.15 %	4,287,500.00 3,000.00	2.00 % 207,688.43	Aaa AAA	3.98 3.76
3136FJKD2	FNMA Callable Note 1X 10/27/2011 2.8% Due 10/27/2014	1,000,000.00	10/27/2009 2.80 %	1,000,000.00 1,000,000.00	102.56 0.41 %	1,025,625.00 11,977.78	0.48 % 25,625.00	Aaa AAA	1.07 1.59
31398AZV7	FNMA Note 2.625% Due 11/20/2014	4,100,000.00	03/12/2010 2.54 %	4,114,723.10 4,113,002.11	105.44 1.27 %	4,322,937.50 39,163.54	2.03 % 209,935.39	Aaa AAA	4.14 3.90
3137EACH0	FHLMC Note 2.875% Due 2/9/2015	4,250,000.00	04/15/2010 2.71 %	4,280,515.00 4,277,602.20	106.47 1.34 %	4,524,924.00 17,649.31	2.12 % 247,321.80	Aaa AAA	4.36 4.09
3133XWX95	FHLB Note 2.75% Due 3/13/2015	3,900,000.00	05/13/2010 2.52 %	3,940,950.00 3,937,700.00	105.53 1.46 %	4,115,720.70 5,362.50	1.92 % 178,020.70	Aaa AAA	4.45 4.19
31398AU34	FNMA Note 2.375% Due 7/28/2015	4,150,000.00	08/27/2010 1.73 %	4,275,081.00 4,272,848.66	103.91 1.53 %	4,312,111.45 17,248.44	2.02 % 39,262.79	Aaa AAA	4.83 4.54
3136FPEQ6	FNMA Callable Note 1X 9/9/11 1.85% Due 9/9/2015	2,015,000.00	09/16/2010 1.89 %	2,011,473.75 2,011,500.90	99.91 1.87 %	2,013,111.95 2,278.07	0.94 % 1,611.05	Aaa AAA	4.95 3.59
Total Agency		96,015,000.00	2.31 %	98,265,538.68 97,959,658.17	0.92 %	100,817,522.34 625,441.19	47.31 % 2,857,864.17	Aaa AAA	2.65 2.60
CASH									
90CASH\$00	Cash Custodial Cash Account	737,558.95	05/31/2010 0.00 %	737,558.95 737,558.95	1.00 0.00 %	737,558.95 0.00	0.34 % 0.00	NR NR	0.00 0.00
Total Cash		737,558.95	N/A	737,558.95	0.00 %	737,558.95	0.34 % 0.00	NR NR	0.00 0.00
FDIC INSURED US CORPORATE									
61757UAF7	Morgan Stanley FDIC Guaranteed Note 2% Due 9/22/2011	705,000.00	03/12/2010 0.80 %	717,654.04 713,131.48	101.61 0.35 %	716,344.86 352.50	0.33 % 3,213.38	Aaa AAA	0.98 0.97
744AA4	Wells Fargo & Company FDIC Guaranteed Note 3% Due 12/9/2011	3,575,000.00	03/12/2010 0.95 %	3,700,528.97 3,661,201.86	103.00 0.47 %	3,682,296.48 33,366.67	1.73 % 21,094.62	Aaa AAA	1.19 1.17
50BAG6	Bank of America Corp FDIC Guaranteed Note 2.1% Due 4/30/2012	5,035,000.00	Various 1.30 %	5,121,762.96 5,097,493.71	102.46 0.54 %	5,159,052.33 44,349.95	2.43 % 61,558.62	Aaa AAA	1.58 1.55

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SIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
FDIC INSURED US CORPORATE									
60HAC1	US Bancorp FDIC Guaranteed Note 1.8% Due 5/15/2012	5,070,000.00	Various 1.39 %	5,111,546.49 5,103,267.15	102.09 0.51 %	5,175,841.32 34,476.00	2.43 % 72,574.17	Aaa AAA	1.62 1.59
38146FAA9	Goldman Sachs FDIC Guaranteed Note 3.25% Due 6/15/2012	4,855,000.00	Various 1.27 %	5,066,852.42 5,016,159.83	104.55 0.57 %	5,075,824.82 46,459.66	2.39 % 59,664.99	Aaa AAA	1.71 1.66
36967HAV9	GE Capital Corp FDIC Guaranteed Note 2.125% Due 12/21/2012	4,170,000.00	05/19/2010 1.27 %	4,260,046.98 4,247,620.11	103.18 0.68 %	4,302,776.97 24,614.58	2.02 % 55,156.86	Aaa AAA	2.23 2.17
Total FDIC Insured US Corporate		23,410,000.00	1.24 %	23,978,391.86 23,838,874.14	0.55 %	24,112,136.78 183,619.36	11.33 % 273,262.64	Aaa AAA	1.66 1.62
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	36,444,453.63	Various 0.55 %	36,444,453.63 36,444,453.63	1.00 0.55 %	36,444,453.63 55,806.43	17.02 % 0.00	NR NR	0.00 0.00
Total LAIF		36,444,453.63	0.55 %	36,444,453.63	0.55 %	36,444,453.63 55,806.43	17.02 % 0.00	NR NR	0.00 0.00
MONEY MARKET FUND FI									
1114701	Highmark Govt Money Market Fund	1.00	05/15/2010 0.05 %	1.00 1.00	1.00 0.05 %	1.00 0.00	0.00 % 0.00	Aaa AAA	0.00 0.00
1114701	Highmark Govt Money Market Fund	172,580.40	Various 0.05 %	172,580.40 172,580.40	1.00 0.05 %	172,580.40 0.00	0.08 % 0.00	Aaa AAA	0.00 0.00
Total Money Market Fund FI		172,581.40	0.05 %	172,581.40	0.05 %	172,581.40 0.00	0.08 % 0.00	Aaa AAA	0.00 0.00
US CORPORATE									
52517PR60	Lehman Brothers Holdings Note 5.25% Due 2/6/2012	1,000,000.00	02/06/2007 5.34 %	996,000.00 996,000.00	22.13 0.00 %	221,250.00 0.00	0.10 % (774,750.00)	NR NR	1.35 0.00
931142CL5	Wal-Mart Stores Note 4.25% Due 4/15/2013	2,100,000.00	05/07/2010 1.75 %	2,249,100.00 2,229,294.39	108.50 0.86 %	2,278,563.00 41,154.17	1.08 % 49,268.61	Aa2 AA	2.54 2.39
91159HGY0	US Bancorp Callable Note Cont 8/13/13 1.375% Due 9/13/2013	2,665,000.00	Various 1.32 %	2,668,966.65 2,668,974.16	100.46 1.21 %	2,677,243.01 1,832.19	1.25 % 8,268.85	Aa3 A+	2.87 2.80
61747YCF0	Morgan Stanley Note 6% Due 5/13/2014	1,640,000.00	06/23/2010 4.42 %	1,731,430.00 1,725,291.59	109.79 3.12 %	1,800,474.00 37,720.00	0.86 % 75,182.41	A2 A	3.62 3.21
36962G4C5	General Electric Capital Corp Note 5.9% Due 5/13/2014	3,075,000.00	Various 2.88 %	3,411,681.00 3,390,327.40	113.26 2.08 %	3,482,757.30 69,546.25	1.66 % 92,429.90	Aa2 AA+	3.62 3.24
06406HBL2	Bank of New York Note 4.3% Due 5/15/2014	1,135,000.00	Various 2.93 %	1,194,770.05 1,187,651.78	109.80 1.51 %	1,246,195.95 18,437.45	0.59 % 58,544.17	Aa2 AA-	3.62 3.33
079860AG7	Bellsouth Corp Note 5.2% Due 9/15/2014	1,550,000.00	05/19/2010 2.60 %	1,713,261.50 1,699,785.95	112.45 1.92 %	1,743,041.65 3,582.22	0.81 % 43,255.70	A2 A	3.96 3.61
74005PAQ7	Praxair Note 5.25% Due 11/15/2014	850,000.00	09/24/2010 1.60 %	973,471.00 973,307.25	114.63 1.57 %	974,321.00 16,858.33	0.46 % 1,013.75	A2 A	4.13 3.70



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
US CORPORATE									
09247XAD3	Blackrock Inc Note 3.5% Due 12/10/2014	1,630,000.00	Various 2.84 %	1,674,920.75 1,671,858.50	106.11 1.97 %	1,729,635.38 17,590.42	0.81 % 57,776.88	A1 A+	4.20 3.87
713448BM9	Pepsico Inc. Note 3.1% Due 1/15/2015	1,665,000.00	Various 2.44 %	1,712,746.65 1,709,520.58	106.56 1.51 %	1,774,245.65 10,896.50	0.83 % 64,725.07	Aa3 A-	4.30 4.01
46625HHP8	JP Morgan Chase Note 3.7% Due 1/20/2015	1,575,000.00	03/25/2010 3.61 %	1,581,000.75 1,580,368.91	105.63 2.32 %	1,663,716.60 11,493.13	0.78 % 83,347.69	Aa3 A+	4.31 3.96
94980VAA6	Wells Fargo Bank Note 4.75% Due 2/9/2015	1,625,000.00	03/25/2010 3.94 %	1,682,687.50 1,676,681.77	107.10 3.00 %	1,740,321.38 11,149.31	0.82 % 63,639.61	Aa3 AA-	4.36 3.92
084670AV0	Berkshire Hathaway Note 3.2% Due 2/11/2015	2,485,000.00	06/09/2010 2.65 %	2,545,012.75 2,541,171.65	106.05 1.75 %	2,635,394.69 11,044.44	1.23 % 94,223.04	Aa2 AA+	4.37 4.06
06406JHB4	Bank of New York Mellon Note 4.95% Due 3/15/2015	1,115,000.00	08/11/2010 2.29 %	1,243,358.80 1,239,827.40	111.71 2.18 %	1,245,549.77 2,453.00	0.58 % 5,722.37	Aa3 A+	4.46 4.03
74005PAR5	Praxair Note 4.625% Due 3/30/2015	740,000.00	Various 2.58 %	807,780.55 803,726.57	112.21 1.79 %	830,388.79 95.07	0.39 % 26,662.22	A2 A	4.50 4.10
Total US Corporate		24,850,000.00	2.78 %	26,186,187.95 26,093,787.90	1.88 %	26,043,098.17 253,852.48	12.26 % (50,689.73)	Aa3 AA-	3.79 3.47
TREASURY									
2828GQ7	US Treasury Note 4.5% Due 4/30/2012	3,775,000.00	03/12/2010 1.00 %	4,051,944.29 3,980,658.76	106.58 0.33 %	4,023,323.28 71,088.99	1.91 % 42,664.52	TSY TSY	1.58 1.52
912828HE3	US Treasury Note 4.25% Due 9/30/2012	3,775,000.00	03/12/2010 1.22 %	4,061,086.87 3,999,562.81	107.63 0.41 %	4,063,138.20 440.76	1.90 % 63,575.39	TSY TSY	2.00 1.94
912828HK9	US Treasury Note 3.375% Due 11/30/2012	3,875,000.00	03/12/2010 1.29 %	4,089,651.65 4,046,331.44	106.37 0.42 %	4,121,729.00 43,951.08	1.94 % 75,397.56	TSY TSY	2.17 2.08
912828HM5	US Treasury Note 3.625% Due 12/31/2012	3,850,000.00	03/12/2010 1.35 %	4,089,735.55 4,042,820.57	107.09 0.46 %	4,122,807.15 35,269.87	1.94 % 79,986.58	TSY TSY	2.25 2.16
912828HV5	US Treasury Note 2.5% Due 3/31/2013	4,000,000.00	03/12/2010 1.48 %	4,121,575.90 4,099,709.73	104.98 0.49 %	4,199,064.00 274.73	1.96 % 99,354.27	TSY TSY	2.50 2.43
912828JQ4	US Treasury Note 2.75% Due 10/31/2013	4,000,000.00	05/10/2010 1.65 %	4,148,281.25 4,131,571.86	106.34 0.67 %	4,253,752.00 46,032.61	2.01 % 122,180.14	TSY TSY	3.09 2.94
Total US Treasury		23,275,000.00	1.33 %	24,562,275.51 24,300,655.17	0.47 %	24,783,813.63 197,058.04	11.65 % 483,158.46	TSY TSY	2.27 2.19
TOTAL PORTFOLIO		204,904,593.98	1.81 %	210,346,987.98 209,547,569.36	0.88 %	213,111,164.90 1,315,777.50	100.00 % 3,563,595.54	Aaa AAA	2.17 2.09
TOTAL MARKET VALUE PLUS ACCRUED						214,426,942.40			

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City of Moreno Valley

September 30, 2010

COMPLIANCE WITH INVESTMENT POLICY

Assets managed on by Chandler Asset Management are in full compliance with State law and with the City's investment policy.

Category	Standard	Comment
Local Agency Bonds	No Limitation	Complies
Treasury Issues	No Limitation	Complies
Agency Issues	No Limitation	Complies
Banker's Acceptances	40% maximum; <180 days maturity	Complies
Commercial Paper	25% maximum; <270 days maturity; A-1/P-1/F-1 minimum ratings	Complies
Negotiable Certificates of Deposit	30% maximum; 5 years maximum maturity	Complies
Repurchase Agreements	No limitation; 1-year maximum maturity	Complies
Reverse Repurchase Agreements	20% maximum; <92 days maturity	Complies
Medium Term Notes	30% maximum; 5 years maximum maturity; A-rated or better	Complies
Money Market Mutual Funds	20% maximum; AAAf/Aaaf, minimum rating	Complies
Collateralized Certificates of Deposits	5 years maximum maturity	Complies
Time Deposits	5 years maximum maturity	Complies
Mortgage Pass-throughs, CMOs and Asset Backed Securities	20% maximum; AA-rated issue; A-rated issuer	Complies
Local Agency Investment Fund - L.A.I.F.	Maximum program limitation	Complies
Prohibited Securities	Inverse floaters; Ranges notes, Interest-only strips from mortgaged backed securities; Zero interest accrual securities	Complies
Maximum maturity	5 years	Complies



Holdings Report Glossary

CUSIP (Committee on Uniform Securities Identification Procedures) – A unique identification number assigned to all securities.

Security Description - The issuer name, coupon (periodic interest payment rate) and maturity.

Par Value/Units - The face value or number of units held in the portfolio.

Purchase Date - The settlement date on which the security was purchased.

Book Yield - The YTM that equates the current amortized value of the security to its periodic future cash flows.

Cost Value - The value at which the securities were purchased, excluding purchased interest.

Book Value - The value at which an asset is carried on a balance sheet. To calculate, take the cost of an asset +/- net accretion/amortization.

Mkt Price - The current fair value market price.

Mkt YTM – The internal rate of return that equates the periodic future cash flows (interest payments and redemption value) to the market price, assuming that all cash flows are invested at the YTM rate.

Market Value - The current fair value of an investment as determined by transactions between willing buyers and sellers.

Accrued Int. - The interest that has accumulated on a bond since the last interest payment up to, but not including, the settlement date.

% of Port. - The % of the portfolio that the security represents based on market value, including accrued interest.

Gain/Loss – The unrealized gain or loss on the security, compared to either cost or amortized value, as of the date of the report.

Moody - The Moody's rating for the security.



Holdings Report Glossary (continued)

S&P - The Standard and Poor's rating for the security.

Term (yrs) - The time, in years, until maturity.

Duration - The weighted average time to maturity of a bond where the weights are the present values of future cash flows. Duration measures the price sensitivity of a bond to changes in interest rates.

BOND PROCEEDS WITH FISCAL AGENTS

Account Name	Account Number	Investment	Issuer	Purchase Date	Maturity Date	Market Value	Stated Rate	Yield	Price	% of Portfolio
Wells Fargo Community Facilities District 87-1 (IA-1)										
special tax funds	22631800	money market fund	WF Govt Fund	09/30/10	10/01/10	1,009,015	0.01%	0.01%	1.00000	4.065%
interest acct	22631801	money market fund	WF Govt Fund	09/30/10	10/01/10	0	0.01%	0.01%	1.00000	0.000%
reserve fund	22631804	money market fund	WF Govt Fund	09/30/10	10/01/10	1,028,803	0.01%	0.01%	1.00000	4.144%
admin exp acct	22631805	money market fund	WF Govt Fund	09/30/10	10/01/10	377	0.01%	0.01%	1.00000	0.002%
debt service acct	22631809	money market fund	WF Govt Fund	09/30/10	10/01/10	535,845	0.01%	0.01%	1.00000	2.159%
special tax funds	22631900	money market fund	WF Govt Fund	09/30/10	10/01/10	385,283	0.01%	0.01%	1.00000	1.552%
interest acct	22631901	money market fund	WF Govt Fund	09/30/10	10/01/10	0	0.01%	0.01%	1.00000	0.000%
reserve fund	22631904	money market fund	WF Govt Fund	09/30/10	10/01/10	366,282	0.01%	0.01%	1.00000	1.476%
admin exp acct	22631905	money market fund	WF Govt Fund	09/30/10	10/01/10	15,658	0.01%	0.01%	1.00000	0.063%
cost of issuance	22631906	money market fund	WF Govt Fund	09/30/10	10/01/10	2	0.01%	0.01%	1.00000	0.000%
						3,341,265				
Wells Fargo CFD # 5										
Series B Revenue	22333500	money mkt fund	WF Govt Fund	09/30/10	10/01/10	170,423	0.01%	0.01%	1.00000	0.687%
Series A Principal	22333501	money mkt fund	WF Govt Fund	09/30/10	10/01/10	300	0.01%	2.71%	1.00000	0.001%
Series B reserve	22333503	money mkt fund	WF Govt Fund	09/30/10	10/01/10	522,536	0.01%	0.01%	1.00000	2.105%
Series A interest	22333504	money mkt fund	WF Govt Fund	09/30/10	10/01/10	27,126	0.01%	0.01%	1.00000	0.109%
						720,385				
Wells Fargo 1997 Lease Revenue Bonds - Public Safety										
expense fund	12526107	money mkt fund	WF Govt Fund	09/30/10	10/01/10	14,068	0.01%	0.01%	1.00000	0.057%
reserve account	12526103	money mkt fund	WF Govt Fund	09/30/10	10/01/10	407,459	0.01%	0.01%	1.00000	1.641%
lease revenue	12526100	money mkt fund	WF Govt Fund	09/30/10	10/01/10	0	0.01%	0.01%	1.00000	0.000%
rebate account	12526104	money mkt fund	WF Govt Fund	09/30/10	10/01/10	14,482	0.01%	0.01%	1.00000	0.058%
						436,009				
Wells Fargo 2007 Redevelopment Agency Tax Allocation Bonds Series A										
debt service fund	22631700	money mkt fund	WF Govt Fund	09/30/10	10/01/10	2	0.01%	0.01%	1.00000	0.000%
						2				
Wells Fargo 2005 Lease Revenue Bond										
bond fund	18042800	money mkt fund	WF Govt Fund	09/30/10	10/01/10	258	0.01%	0.01%	1.00000	0.001%
reserve fund	18042804	money mkt fund	WF Govt Fund	09/30/10	10/01/10	2,992,803	0.01%	0.01%	1.00000	12.056%
construction fund	18042806	money mkt fund	WF Govt Fund	09/30/10	10/01/10	7,671,734	0.01%	0.01%	1.00000	30.905%
						10,664,795				
Wells Fargo 2007 Taxable Lease Revenue Bonds - Electric Utility										
bond fund	22277600	money mkt fund	WF Govt Fund	09/30/10	10/01/10	1	0.01%	0.01%	1.00000	0.000%
interest fund	22277601	money mkt fund	WF Govt Fund	09/30/10	10/01/10	0	0.01%	0.01%	1.00000	0.000%
construction fund	22277604	money mkt fund	WF Govt Fund	09/30/10	10/01/10	6,846,403	0.01%	0.01%	1.00000	27.580%
capital interest fund	22277605	money mkt fund	WF Govt Fund	09/30/10	10/01/10	0	0.01%	0.01%	1.00000	0.000%
cost of issuance	22277606	money mkt fund	WF Govt Fund	09/30/10	10/01/10	368,040	0.01%	0.01%	1.00000	1.483%
						7,214,444				
Wells Fargo Automall Refinancing										
revenue fund	20350300	revenue	WF Govt Fund	09/30/10	10/01/10	1,193,845	0.01%	0.01%	1.00000	4.809%
reserve fund	20350303	reserve	WF Govt Fund	09/30/10	10/01/10	1,178,265	0.01%	0.01%	1.00000	4.746%
admin expenses	20350304	admin expenses	WF Govt Fund	09/30/10	10/01/10	74,925	0.01%	0.01%	1.00000	0.302%
						2,447,035				
Totals						24,823,935				

Type	Summary of Bond Proceeds with Fiscal Agents
1	Construction Funds 14,518,137
2	Principal & Interest Accounts 1,757,076
3	Debt Service Reserve Funds 7,890,749
4	Custody Accounts 0
5	Arbitrage Rebate Accounts 14,482
6	Other Accounts 643,491
Total Fiscal Agent Funds 24,823,935	

DEFERRED COMPENSATION FUNDS

Nationwide

Fund	Market Value as of June 30, 2010	Fund	Market Value as of June 30, 2010	Fund	Market Value as of June 30, 2010
Liquid Savings	\$1,017,709	Drey SmCap I	5	N B Socially Responsive Fund	7,566
Nationwide Fixed (Part Time Employee)	537,283	American Century Balanced	25	DFA US Micro Cap Port	41,345
Liquid Savings (Part Time Employees)	319,067	Am Century Growth	39,653	Federated Kaufmann Fund	409,319
Certificates of Deposit 3 years	15,546	Am Century Select	67,882	Invesco Mid Cap Core Equity	11,723
JP Morgan Mid Cap Value A	87,331	Am Century Ultra	0	Washington Mutual Inv	33,926
Bond Fund Of America	67,747	Vanguard Index 500	57,766	Nationwide InvDes Mod Cons Fund SC	9,358
Growth Fund of America	46,683	Vanguard Institutional Index	283,901	Nationwide InvDes Mod Aggr Fund	522,740
Investment Co. of America	9,482	Vanguard Wellington	13,036	Nationwide InvDes Aggr Fund	85,440
Income Fund of America	161,673	Vanguard Windsor II	38,596	Nationwide InvDes Mod Fd	313,595
Brown Cap Mgmt Inc SM Co	58,427	Vanguard Total Bond Index	118,846	Nationwide Inv Des Cons	80,027
Fidelity Independence	17,663	Putnam Voyager	0	Nationwide Large Cap Growth	39,677
Fidelity Equity Income	18,225	Templeton Foreign I	0	Nationwide Inter Val Inst Svc	18,416
Fidelity Magellan	267,831	EuroPacific Growth	212,388	Nationwide US Sm Cap Val Ins Svc	485
Certificates of Deposit 5 years	29,540	Stable Fund C	1,722,937	Nationwide Dest 2030 Inst Svc	118
Fidelity Puritan	104,744	PBHG Growth Fund	0	YL Account	167,278
Fidelity Contrafund	202,921	DWS High Income Fund A	47,741	Nationwide Dest 2025 Inst Svc	24,725
Janus Fund	37,199	DWS Strategic Value	13,023	Nationwide Dest 2020 Inst Svc	10,397
Janus Advisor Forty	54,585	Oppenheimer Global Fund A	92,194	Total Nationwide Deferred	\$7,537,784

ICMA

Fund	Market Value as of June 30, 2010	Fund	Market Value as of June 30, 2010
Aggressive Oppor.	\$130,930	VT Royce Premeir	1,426
International	125,426	VT Ranier Small/Mid Cap Eq	23,420
All Equity Growth	70,439	VT Fidelity Contrafund	120,768
Growth and Income	155,099	VT Fidelity Magellan	0
Broad Market	40,901	VT Fidelity Diversified International	44,693
500 Stock Index	48,710	VT Allianz NFJ Div Value	34,227
Equity Income	223,576	VT Legg Mason Value	1,435
Asset Allocation	97,058	VT Fidelity Puritan	3,528
Core Bond	15,953	VT Royce Value Plus Service	229
Cash Management	31,755	VT TR Price Growth Stock Adv	12,464
Plus Fund	1,362,159	VT First Amer. Real Estate Secs	24,054
Savings Oriented	5,608	VT TR Price Small Cap Value	86,760
Conservative Growth	73,807	VT Third Ave Value	7,028
Traditional Growth	207,722	Inflation Protected Securities	63,253
Long-Term Growth	243,355	Growth Fund	174,600
Milestone 2030	8,200	VT PIMCO Total Return	78,045
Milestone 2035	7,259	VT PIMCO High Yield	95,679
Milestone 2040	228	VT Eaton Vance Lage Cap Value	3,844
Overseas Equity Index fund	46,668		
Vantage Point Mid/SmI Index	566	Total ICMA	\$3,670,872

Summary by Plan

	Market Value as of June 30, 2010
Total Nationwide	\$7,537,784
Total ICMA	3,670,872
Total Deferred Compensation Plans	\$11,208,656

Summary by Investment Type

	Market Value as of June 30, 2010
Savings Deposits and CD's	\$1,874,059
Mutual Funds	9,334,597
Total Deferred Compensation Plans	\$11,208,656

BOND MARKET REVIEW

A MONTHLY REVIEW OF
FIXED INCOME MARKETS



WHAT'S INSIDE

MARKET SUMMARY..... 1
YIELD CURVE
CURRENT YIELDS

ECONOMIC ROUND-UP..... 2
CREDIT SPREADS
ECONOMIC INDICATORS

FIVE QUESTIONS FOR
INVESTORS..... 3

Since 1988, Chandler Asset Management has specialized in the management fixed income portfolios. Chandler's mission is to provide fully customizable, client-centered portfolio management that preserves principal, manages risk and generates income in our client's portfolios.

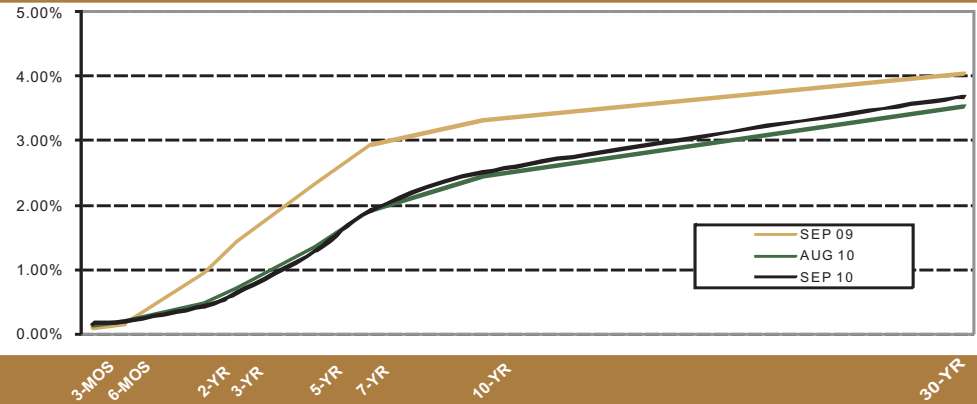
MARKET SUMMARY

Treasury yields were relatively unchanged in September, but remained at record low levels. Market participants continue to debate the impact of an extended period of weak economic growth as well as the possibility of a second round of Federal Reserve asset purchases. While consensus opinion continues to agree that the economy will remain in a prolonged period of relatively weak economic growth, forecasters continue to assign a significant probability to the possibility of a "double-dip" recession.

U.S. economic data has been relatively disappointing, although activity has picked up significantly from the depths of the recession. Unemployment remains high (9.6%), and the economic recovery is unlikely to gain momentum until a meaningful recovery in the jobs market begins. Inflation is tame, and market participants have turned their focus from higher inflation to the possibility of deflation.

Perhaps the most important thing to watch in the months ahead is whether or not the Federal Reserve undertakes a second-round of quantitative easing. Also important will be whether the federal government provides any further fiscal stimulus and whether or not the Bush tax cuts are allowed to expire. With consumer and business spending constrained, it is not clear what the primary driver of economic activity will be in the months ahead and a vigorous economic recovery remains unlikely.

TREASURY YIELDS MIXED IN SEPTEMBER



Treasury yields ended the month mixed as market participants anticipated sluggish economic growth and debated whether or not the Federal Reserve will implement a second round of quantitative easing. Longer-term Treasury yields remain higher than shorter-term yields, but the yield curve has flattened significantly from record steep levels (longer-term Treasury yields have declined more than shorter-term Treasury yields recently.)

YIELDS	9/30/10	8/31/10	CHANGE
3 Month	0.15	0.13	0.02
2 Year	0.42	0.48	(0.06)
3 Year	0.63	0.70	(0.07)
5 Year	1.28	1.34	(0.06)
7 Year	1.91	1.92	(0.01)
10 Year	2.52	2.48	0.04

ECONOMIC ROUNDUP

CONSUMER PRICES

In August, the CPI showed that consumer prices increased 1.1% on a year-over-year basis. The year-over-year Core CPI (CPI less food and energy) increased at a 0.9% rate. Tame inflation readings reduce the pressure on the Fed to aggressively reverse their historically easy monetary policy. Most economists believe that inflation will remain moderate over the next 12 months, and deflation currently appears to be more of a concern than inflation.

RETAIL SALES

In August, Retail Sales rose 3.6% on a year-over-year basis. Consumer spending appears to have rebounded from the depths of the recession, but has not yet reached the heights of the previous economic expansion. Consumers remain somewhat cautious due to job losses, home price declines, and a general tightening of credit standards.

LABOR MARKETS

The September employment report showed that the economy lost 95,000 jobs, a figure that continues to be influenced by the government census conducted last spring. The more important private payrolls number showed a slightly worse than expected gain of 64,000, while the previous month's report was revised higher. The unemployment rate remains at 9.6%. Most economists currently believe that it will be some time before the unemployment rate declines in a meaningful way.

HOUSING STARTS

Single-family housing starts increased 4.3% in August to 438,000. The housing recovery seems to have lost some momentum, as the expiration of government tax credits for new home buyers and continued high levels of foreclosures weigh on the market.

CREDIT SPREADS MIXED

CREDIT SPREADS	Spread to Treasuries (%)	One Month Ago (%)	Change
3-month top-rated commercial paper	0.21	0.17	0.04
2-year AA corporate note	0.40	0.40	0.00
5-year AA corporate note	0.66	0.67	(0.01)
5-year Agency note	0.25	0.24	0.01

Source: Bloomberg

Data as of 9/30/2010

MIXED ECONOMIC DATA

ECONOMIC INDICATOR	Current Release	Prior Release	One Year Ago
Trade Balance	(42.78) \$Bln JUL 10	(49.76) \$Bln JUN 10	(33.09) \$Bln JUL 09
GDP	1.70% JUN 10	3.70% MAR 10	(0.70%) JUN 09
Unemployment Rate	9.60% SEP 10	9.60% AUG 10	9.80% SEP 09
Prime Rate	3.25% SEP 10	3.25% AUG 10	3.25% SEP 09
CRB Index	286.86 SEP 10	264.19 AUG 10	259.39 SEP 09
Oil (West Texas Int.)	\$79.97 SEP 10	\$71.92 AUG 10	\$70.61 SEP 09
Consumer Price Index (y/o/y)	1.10% AUG 10	1.20% JUL 10	(1.50%) AUG 09
Producer Price Index (y/o/y)	3.10% AUG 10	4.20% JUL 10	(4.90%) AUG 09
Dollar / EURO	1.36 SEP 10	1.27 AUG 10	1.46 SEP 09

Source: Bloomberg

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The information contained herein was obtained from sources we believe to be reliable, but we do not guarantee its accuracy. Opinions and forecasts regarding industries, companies, and/or the economy are all subject to change at any time, based on market and other conditions, and should not be construed as a recommendation.

Page 2

FIVE QUESTIONS FOR INVESTORS

This article will briefly examine five developing situations that are likely to be important for fixed income investors during the next twelve months. While the ultimate outcome of each of these situations is extremely uncertain, investors that closely monitor developments will be better positioned to react to market developments and adjust their portfolios accordingly.

Will the United States experience another recession?

Most forecasters predict that the U.S. economy will experience a protracted period of somewhat weak economic growth. However, forecasters also believe it is possible the country will slide into another recession. While it is unlikely that another recession would equal the severity of the previous one, it would still be a painful event. If the U.S. enters another recession, unemployment will likely rise again, consumer sentiment fall, and corporate profits weaken. Furthermore, a recessionary environment is unlikely to provide the necessary backdrop for the housing market to finally recover. In summary, the damage done by the financial crisis will take time to heal; if the United States falls into a second recession, this period of time will lengthen, further prolonging the hardship many people are suffering.

Another round of quantitative easing in the United States?

Another important topic in the financial markets is whether or not the Federal Reserve will embark on another round of quantitative easing. Quantitative easing, or QE, refers to extraordinary Federal Reserve purchases of securities in the open market in order to further lower longer-term interest rates in an environment where the federal funds rate is already set at zero. Many economists predict that another round of quantitative easing is likely, especially if the economy does not meaningfully pick up during the remainder of 2010. Further Federal Reserve asset purchases would help keep interest rates low, hopefully stimulating economic growth while also providing a supportive environment for corporate and consumer credit.

Will U.S. interest rates stay low?

Interest rates in the United States are currently at record low levels, and the most prevalent question in the financial markets is whether or not this can continue. The answer depends on a variety of factors, including the future course of U.S. economic growth, the actions taken by the Federal Reserve, and the willingness of investors to continue purchasing fixed-income securities at very low yield levels. Since the future course of interest rates is the primary determinant of fixed-income portfolio returns, investors should closely monitor those factors most likely to determine the path of interest rates. At present, perhaps the most important factor that bears monitoring is the unemployment rate; as long as the unemployment rate remains high, consumer spending is unlikely to increase meaningfully, and the Federal Reserve is unlikely to significantly tighten monetary policy. In such an environment, interest rates may increase, but they are unlikely to move dramatically higher.

What will China do?

China has arguably become the world's most important economy and the engine of global growth. For nearly three decades now, China has grown at an average annual pace of approximately 10%. At the start of 2010, it appeared economic growth in China was overheating, prompting the government to take steps to restrain economic activity. These measures prompted fear among some market participants that Chinese growth would slow too much, sending the country into a period of below trend growth or even a recession.

The course of Chinese growth will have several important impacts upon the financial markets. First of all, the Chinese are among the largest purchasers of US Treasury bonds; if their economy were to slow meaningfully it is likely the Chinese would purchase less U.S. Treasuries, possibly leading to higher U.S. interest rates. Secondly, many multinational corporations depend on China for a growing percentage of their revenue; a Chinese slowdown would lead to lower revenues and profits for these companies. Finally, China is the world's largest purchaser of most commodities—a significant slowdown in economic growth in China would likely lead to much lower commodity prices, harming the economies of many nations that are reliant upon high prices for raw materials.

How risky is sovereign debt?

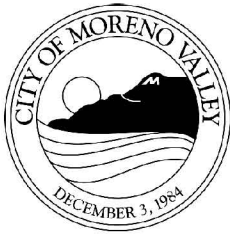
One of the big debates in the financial markets over the past year has regarded the riskiness of sovereign debt (debt issued by countries.) The primary source of this concern has been from some European countries such as Ireland, Portugal, and Greece, which have been suffering from weak economic growth, large budget deficits, and high debt to GDP ratios. Discussion has swirled around whether or not any of these countries will default on their debt or whether they will be bailed out by the European Union or the International Monetary Fund. While most of these countries are relatively small, their problems are not unique. Markets are also concerned that some very large countries such as the United Kingdom, Japan, and most importantly the United States, share some of the same problems. In the near term, it is extraordinarily unlikely that a large nation will default on their debt, but it will be important to monitor the steps that countries are taking in order to place their finances on a more sustainable path. If countries fail to take these steps, than at some point in the future concern over the safety of the sovereign debt of large nations may be justified.

Conclusion

This article has briefly summarized several important issues currently under debate in the financial markets. Each of these issues is extremely complex and it is beyond the scope of this article to go into detail on the intricacies of these debates or their likely outcomes. However, even a topical understanding of these important issues will allow investors to develop a prism through which to view financial market developments in the months to come and should help investors prepare for some of the changes likely to occur in the financial markets in the future.

-Brian Perry, V.P. Investment Strategist

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: November 30, 2010

TITLE: PERMIT PARKING FOR THE RESIDENTS OF CLYDESDALE LANE, GELDING WAY, QUARTER HORSE ROAD, MARE LANE, AND HACKNEY COURT.

RECOMMENDED ACTION

Staff recommends that the City Council approve and adopt Resolution No. 2010-103 and direct staff to implement permit parking on Clydesdale Lane, Gelding Way, Quarter Horse Road, Mare Lane, and Hackney Court.

ADVISORY BOARD/COMMISSION RECOMMENDATION

A public hearing was conducted at the Traffic Safety Commission (TSC) meeting on September 1, 2010. The commissioners approved staff's recommendation to implement permit parking on Clydesdale Lane, Gelding Way, Quarter Horse Road, Mare Lane, and Hackney Court.

BACKGROUND

The City's permit parking program was established by ordinance in 2007 (Ordinance No. 747). Typically, permit parking requests come from resident's that are impacted by high schools, colleges, parks, and other uses that generate a large amount of off-site parking. The residents along Clydesdale Lane, Gelding Way, Quarter Horse Road, Mare Lane, and Hackney Court have been impacted by Moreno Valley College and Lasselle Elementary. In response to this, the residents have submitted a petition to the Public Works Department requesting implementation of permit parking in front of their residences to allow them to maintain parking for guests and contractors/maintenance vehicles.

A field review of the site indicated there is adequate on-site parking available at Moreno Valley College for students to park and adequate on-site parking available at Lasselle Elementary for parents to park. In addition to the available parking at both sites, there is time restricted parking available for public use on Cahuilla Street and Krameria Avenue.

DISCUSSION

Staff has reviewed this permit parking request and has determined that permit parking is appropriate for this location.

As part of the City's permit parking program, a petition must be submitted demonstrating a super majority vote of at least 60% of the residents showing approval of permit parking. Staff has received a petition that meets the required criteria and has verified the validity of the signatures.

To help improve the parking situation along the subject streets, staff recommends implementing the City's permit parking program for the subject area. The implementation of permit parking will benefit the residents of Moreno Valley Ranch and will encourage college students and elementary school parents to park within their respective parking lots. The installation will allow Moreno Valley Ranch residents to have uninterrupted access to parking in front of their homes, which has been greatly impacted by the college students and parents of Lasselle Elementary.

ALTERNATIVES

1. Approve and adopt the proposed Resolution and direct staff to implement permit parking on Clydesdale Lane, Gelding Way, Quarter Horse Road, Mare Lane, and Hackney Court. This alternative is recommended to improve the condition for the residents.
2. Do not adopt the proposed resolution, thereby not implementing permit parking on Clydesdale Lane, Gelding Way, Quarter Horse Road, Mare Lane, and Hackney Court.
3. Provide staff with further direction.

FISCAL IMPACT

The estimated annual cost to implement the permit parking on Clydesdale Lane, Gelding Way, Quarter Horse Road, Mare Lane, and Hackney Court will be borne by the Public Works typical yearly signing and striping budget (Fund 125 Measure A).

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.

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

Community Image, Neighborhood Pride and Cleanliness. Promote a sense of community pride and foster an excellent image about our City by developing and executing programs which will result in quality development, enhanced neighborhood preservation efforts, including home rehabilitation and neighborhood restoration.

NOTIFICATION

Publication of Agenda

ATTACHMENTS/EXHIBITS

Attachment A - Resolution
Attachment B - Location Map

Prepared By:
Edward I. Init
Senior Engineering Technician

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

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

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

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RESOLUTION NO. 2010-103

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING AND AUTHORIZING INSTALLATION OF PERMIT PARKING ON CLYDESDALE LANE, GELDING WAY, QUARTER HORSE ROAD, MARE LANE, AND HACKNEY COURT.

WHEREAS, the City Municipal code section 12.08.030 allows for establishing permit parking areas in residential and commercial zones, subject to a public hearing before the traffic safety commission.

WHEREAS, the residents on Clydesdale Lane, Gelding Way, Quarter Horse Road, Mare Lane, and Hackney Court submitted an application and requested permit parking along the frontage of their residences.

WHEREAS, a public hearing was conducted during the regular September 1, 2010, meeting of the Traffic Safety Commission regarding this request.

WHEREAS, on September 1, 2010, the Traffic Safety Commission reviewed and unanimously approved the recommended permit parking on Clydesdale Lane, Gelding Way, Quarter Horse Road, Mare Lane, and Hackney Court.

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

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

1. This City Council hereby specifically finds that all of the facts set forth above in this Resolution are true and correct.
2. This City Council hereby authorizes and directs staff to implement permit parking on Clydesdale Lane, Gelding Way, Quarter Horse Road, Mare Lane, and Hackney Court.

APPROVED AND ADOPTED this 30th day of November, 2010.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

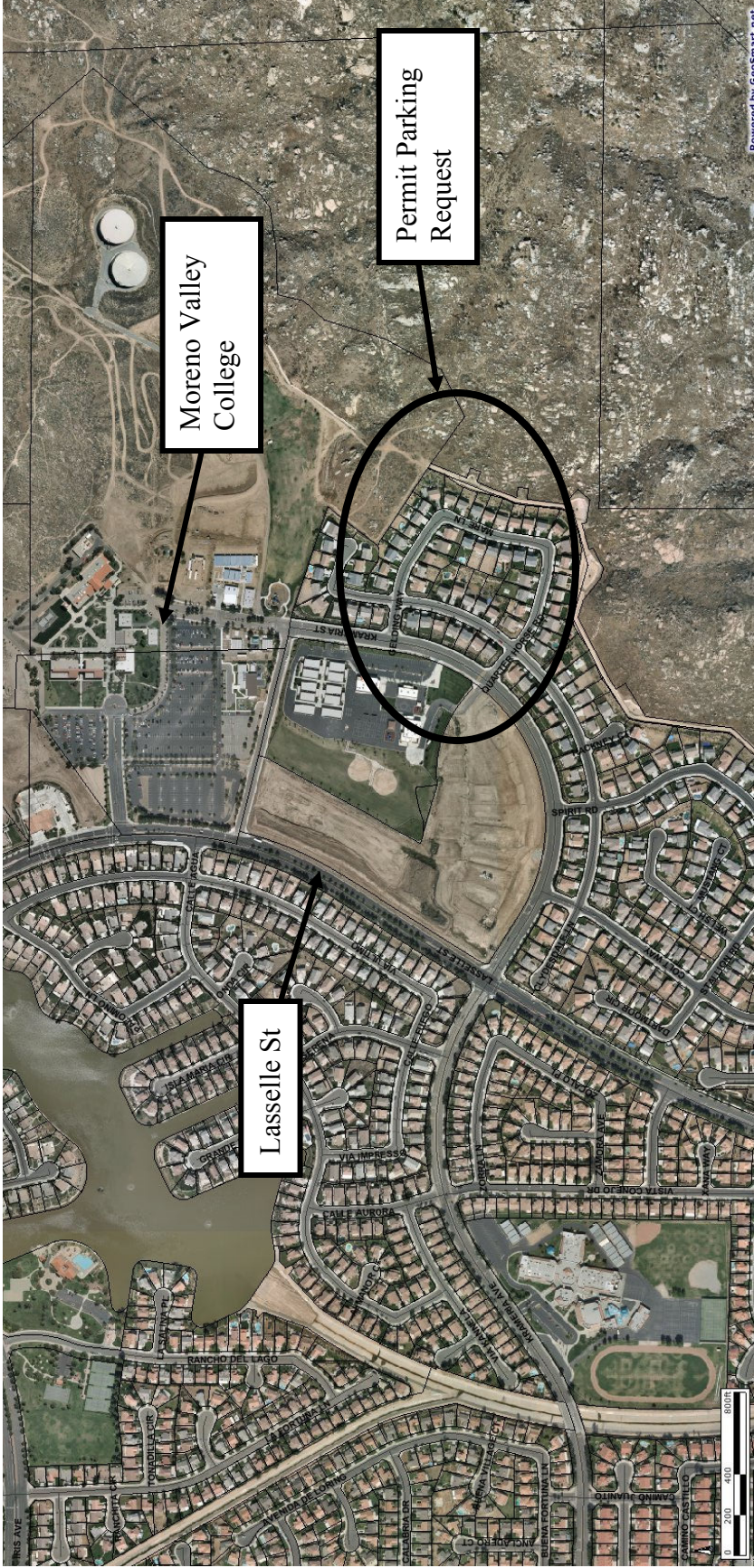
RESOLUTION JURAT

[Clerk's office will prepare]

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

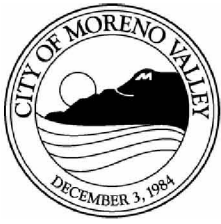
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**PERMIT PARKING SOUTHEAST OF
MORENO VALLEY COLLEGE**



Attachment B

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: November 30, 2010

TITLE: PROJECT PA96-0017 (Tracts 27251 and 27251-1) – SINGLE FAMILY RESIDENTIAL – ACCEPT SUBSTITUTION AGREEMENT AND LETTERS OF CREDIT FOR PUBLIC IMPROVEMENTS

EAST SIDE OF MORRISON STREET BETWEEN FIR AVENUE AND EUCALYPTUS AVENUE

DEVELOPER - RSI MORENO VALLEY, LLC
620 NEWPORT CENTER DR.
12TH FLOOR
NEWPORT, CA 92660

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the substitution of Agreement for Public Improvements and letters of credit for project PA96-0017 (Tracts 27251 and 27251-1).
2. Authorize the Mayor to execute the agreement in the form attached hereto.
3. Direct the City Clerk to forward the signed agreement to the County Recorder's Office for recordation.
4. Authorize the Public Works Director/City Engineer to exonerate the Faithful Performance Bond and Material and Labor Bond previously submitted by Richland Palmdale Developers, LLC a Delaware limited liability company upon acceptance of the substitution agreement and bonds.

5. Authorize the Public Works Director/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 May 3, 1996 the Community and Economic Development Department of the City of Moreno Valley conditionally approved Tentative Tract Map 27251. The tentative map was a proposal to subdivide 71.34 acres into 154 residential lots and two undivided parcels, and was to be built in two phases.

On October 29, 2002 the City Council for the City of Moreno Valley approved the final map and accepted the agreement and bonds 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 and bonds 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 and the City Council accepted the substitute agreements and bonds on July 8, 2008.

RSI Moreno Valley, LLC has purchased Tracts 27251 and 27251-1 from Richland Palmdale Developers, LLC a Delaware limited liability company and is providing substitute agreement and letters of credit to guarantee the construction of the improvements.

DISCUSSION

RSI Moreno Valley, LLC has submitted the substitute Agreements for Public Improvements and bonds for Tracts 27251 and 27251-1 for City Council approval. The developer has agreed to perform and complete all of the required street improvements within twenty-four (24) months of the date the agreement is executed. The City Engineer is authorized to 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 for both tracts include asphalt pavement, curb, gutter, sidewalk, driveway approaches, street lights, landscaping, storm drain, sewer, and water. Accompanying the agreement for Tract 27251 is a Faithful Performance Letter of

Credit in the amount of \$2,673,531 and a Material and Labor Letter of Credit in the amount of \$1,336,766 issued by Bank of America, N.A. Accompanying the agreement for Tract 27251-1 is a Faithful Performance Letter of Credit in the amount of \$1,058,922 and a Material and Labor Letter of Credit in the amount of \$529,461 issued by Bank of America, N.A.

Staff is requesting the City Engineer be authorized to exonerate the Faithful Performance Bonds and Material and Labor Bonds previously submitted by Richland Palmdale Developers, LLC a Delaware limited liability company upon acceptance of the substitute agreements and bonds.

ALTERNATIVES

Not applicable

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

Not applicable

NOTIFICATION

Publication of agenda

EXHIBITS

- Exhibit "A" - Vicinity Map
- Exhibit "B" - Agreement for Public Improvements for TR 27251
- Exhibit "C" - Faithful Performance Letter of Credit for TR 27251
- Exhibit "D" - Material and Labor Letter of Credit for TR 27251
- Exhibit "E" - Agreement for Public Improvements for TR 27251-1
- Exhibit "F" - Faithful Performance Letter of Credit for TR 27251-1
- Exhibit "G" - Material and Labor Letter of Credit for TR 27251-1

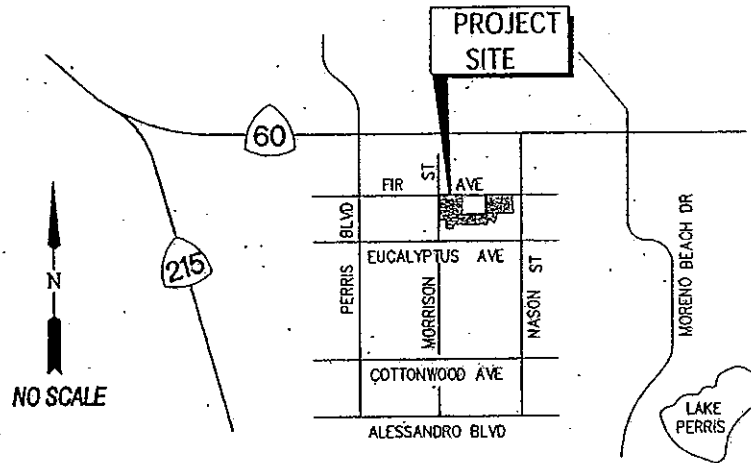
Prepared By
Liz Plazola
Sr. Administrative Assistant

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

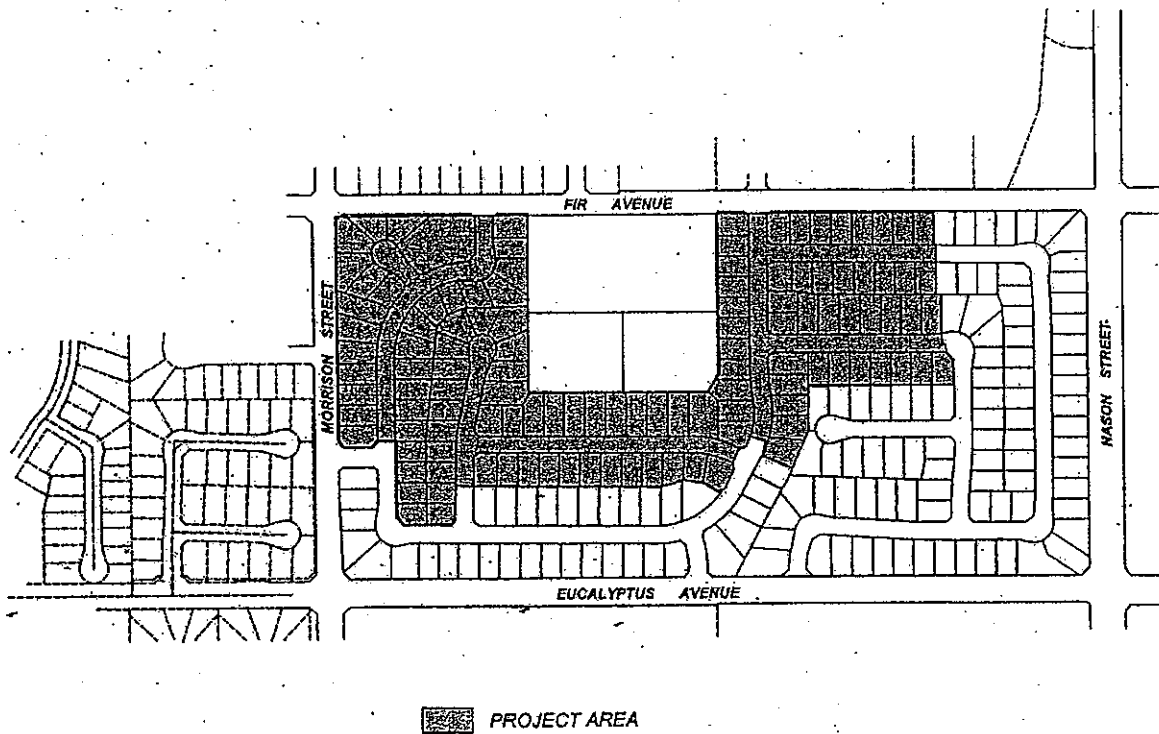
Concurred By
Mark W. Sambito, P.E.
Engineering Division Manager

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

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2010\11-30-10 - PA96-0017 (TR 27251 & 27251-1) - Substitution Agree & Bonds.doc

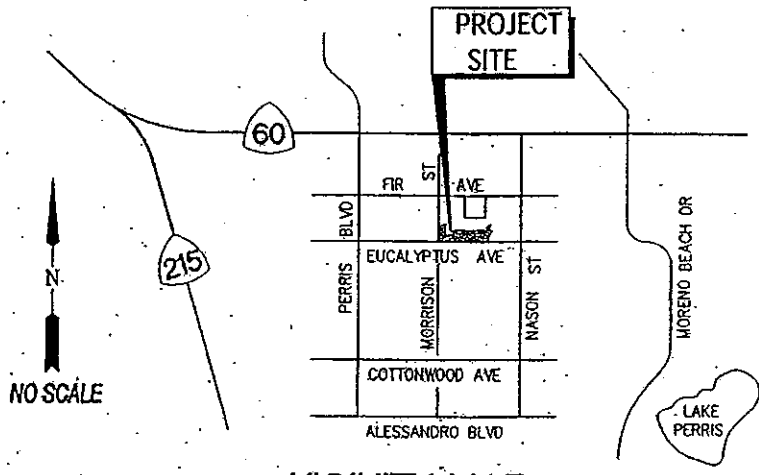


VICINITY MAP

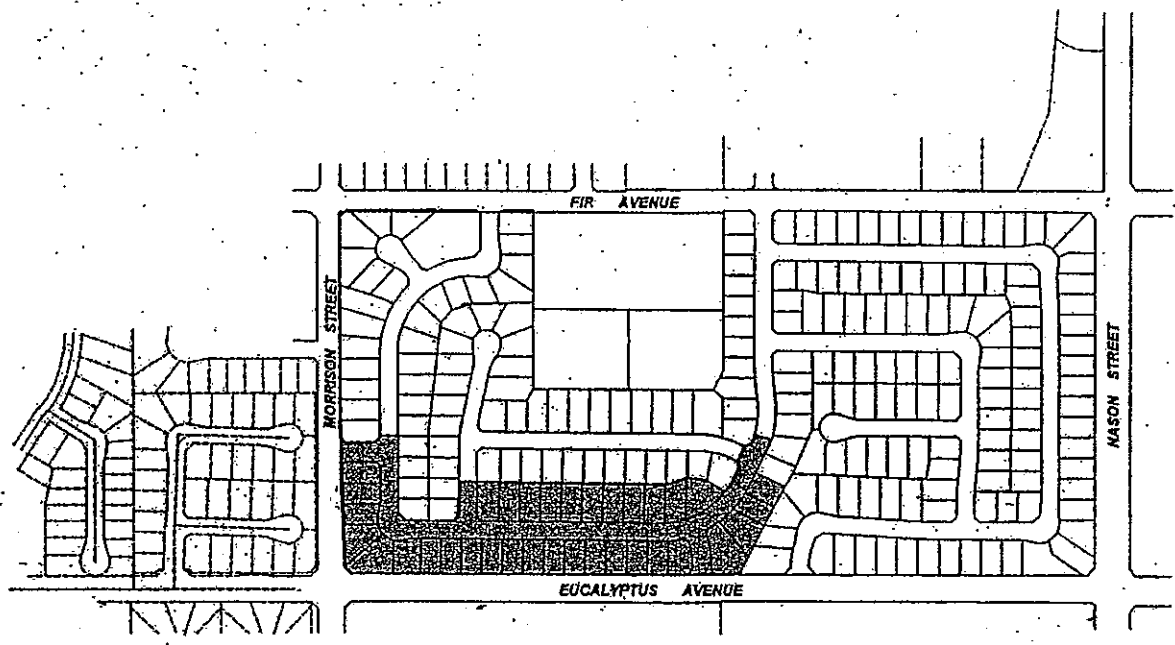



**CITY OF MORENO VALLEY
PUBLIC WORKS - LAND DEVELOPMENT**

**TRACT 27251
VICINITY MAP**



VICINITY MAP



 **PROJECT AREA**

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

**TRACT 27251-1
VICINITY MAP**

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. PA96-0017 (TRACT MAP 27251)**

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and **RSI Moreno Valley, LLC**, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, 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 **PA96-0017 (Tract Map 27251)** agrees, at Developer'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. 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.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of **TWO MILLION SIX HUNDRED SEVENTY-THREE THOUSAND FIVE HUNDRED THIRTY-ONE AND NO/100** Dollars (*****\$2,673,531*****). The estimated cost of said work and improvements is outlined in the Partial Reduction Breakdown worksheet labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of **ONE MILLION THREE HUNDRED THIRTY-SIX THOUSAND SEVEN HUNDRED SIXTY-SIX AND NO/100** Dollars (*****\$1,336,766*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

Developer 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. Developer shall provide ten percent of the original Estimate of Cost, labeled Exhibit B attached hereto, for warranty purposes in the sum of **SIX HUNDRED FOUR THOUSAND FOUR HUNDRED AND NO/100** Dollars (*****\$604,400*****).

SECOND: 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 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 Developer 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.

Exhibit "B"

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 Developer, his agents or employees, 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 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.

FOURTH: 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.

FIFTH: 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 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 Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Developer, 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: Developer 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. Developer 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 Developer 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 Developer of the insufficiency of the security or the amount of the bonds or both.

EIGHTH: 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 have been granted by the City, 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.

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 Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer 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

Developer:
RSI Moreno Valley, LLC
620 Newport Center Drive
12th Floor
Newport Beach, CA 92660

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

Date approved by the City: _____

RSI Moreno Valley, LLC:
Developer

BY: Brian Eid
Signature
Brian Eid
Print/Type Name
Treas. / Asst. Sec.
Title

BY: Jonathan Robertson
Signature
Jonathan Robertson
Print/Type Name
Sr. Vice President, General Counsel and Secretary
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

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

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

ACKNOWLEDGMENT

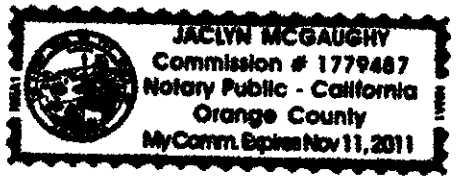
State of California
County of Orange)

On September 1, 2010 before me, Jaclyn McGaughy, Notary Public
(insert name and title of the officer)

personally appeared Jonathan Robertson and Brian Eid,
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.



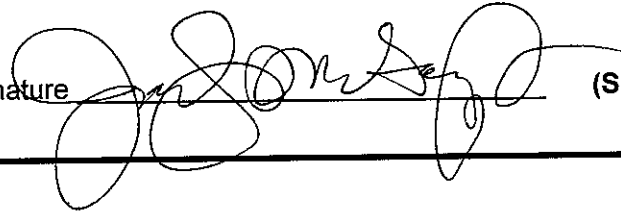
Signature  (Seal)

Exhibit "A"

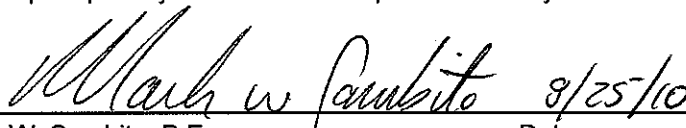
PA96-0017 (Tract 27251) - Faithful Performance Partial Reduction Breakdown

A.C. - Local Streets (1"cap)	\$71,488
A.B. Class II - Shawnee & Vineland	\$101,881
A.C. Street 2	\$100,028
Slurry Seal	\$16,075
Curb and Gutter - 6"	\$51,040
Sidewalk	\$194,040
Driveway Approach - 6"	\$170,240
Wheelchair Ramp	\$7,200
Barricade	\$12,000
Monuments	\$22,000
Landscaping - Parkways	\$357,120
Street Lights	\$72,000
Traffic Striping	\$15,000
Street Name Sign	\$4,000
Stop Sign	\$1,200
Signs and Posts	\$1,200
Street Sweeping Signs	\$4,000
Erosion Control	\$23,000
Walls - Masonry: 6' Max., Lot "I" (D-Basin)	\$79,600
Landscaping, Lot "I" (D-Basin)	\$236,160
36" Reinforced Concrete Pipe	\$19,950
Manhole No. 4	\$8,000
Catch Basin (7')	\$5,500
EMWD (Water & Sewer System Estimate)	\$47,600
Sub-total	\$1,620,322
Hard Cost Contingency (20%)	\$324,064
Soft Cost Contingency (45%)	\$729,145
Total	\$2,673,531
*Original bond amount	\$6,044,000

Notes:

There will be requirements that must be met prior to the bond reduction at 100% completion. They include: submitting EMWD clearance, submitting RCFC clearance, additional payment of the Bond Reduction Fee, submittal of center line street ties, submittal of letter from engineer/surveyor stating they have been paid for their services associated with the center line street ties, payment of any outstanding fees, etc.

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


 Mark W. Sambito, P.E. Date 9/25/10
 Land Development - Engineering Division Manager

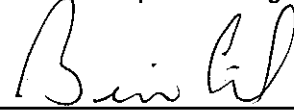

 Developer Date 9/1/10

EXHIBIT "B"
ENGINEER'S ESTIMATE

Sheet 1 of 8

PROJECT: TM 27251

DATE: 02/25/08
PREPARED BY: Mark Westover

OFFSITE PAVEMENT SECTIONS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF				
	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
	0	C.Y.	20.00	0
Street Work - DIF				
Roadway Excavation	3740	C.Y.	20.00	74,800
A.B. Class II - Street 1	0.5	Thickness (ft.)		
	163071	S.F.	55.00	325,123
A.C. - Street 1	0.3	Thickness (ft.)		
	163071	S.F.	90.00	319,211
	0	C.Y.	20.00	0
A.B. Class II - Street 2	0.5	Thickness (ft.)		
	38871	S.F.	55.00	77,499
A.C. - Street 2	0.35	Thickness (ft.)		
	38871	S.F.	90.00	88,772
	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
	0	C.Y.	20.00	0
Street Work - TUMF				
	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
	0	C.Y.	20.00	0
			SUBTOTAL:	885,405

EXHIBIT "B"
ENGINEER'S ESTIMATE

Sheet 2 of 8

PROJECT: TM 27251

DATE: 02/28/08
PREPARED BY: Mark Westover

OFFSITE STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
Grind & Pave 0.15'	0	S.F.	3.25	0
A.C. Cap	977	Ton	90.00	87,930
A.C. Overlay	0	Ton	90.00	0
Slurry Seal (Based on \$150/Ton Type II)	22438	S.Y.	2.25	50,486
Sawcut	24887	L.F.	1.50	37,331
Utility Trench	10180	L.F.	17.00	173,060
Trench Repaving	0	S.F.	12.00	0
Redwood Header	0	L.F.	6.00	0
A.C. Berm - 6"	1463	L.F.	10.00	14,630
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
Concrete				
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"	10180	L.F.	22.00	223,960
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	3353	S.F.	15.00	50,295
Sidewalk	0	S.F.	7.00	0
Sidewalk (DIF Street Name)	44880	S.F.	7.00	314,160
Sidewalk (TUMF Street Name)	0	S.F.	7.00	0
Driveway Approach - 6"	19200	S.F.	14.00	268,800
Driveway Approach - 8"	0	S.F.	16.00	0
Wheelchair Ramp	12	EA.	1,200.00	14,400
Alley Approach - 8"	0	S.F.	16.00	0
1/2 Alley Apron	0	S.F.	16.00	0
Barricade	80	L.F.	100.00	8,000
Other				
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	7	EA.	4,500.00	31,500
Bus Bay	0	EA.	20,000.00	0
Monuments	65	EA.	100.00	6,500
			SUBTOTAL:	1,281,051

EXHIBIT "B"
ENGINEER'S ESTIMATE

Sheet 3 of 8

PROJECT: TM 27251

DATE: 02/28/08

PREPARED BY: Mark Westover

OFFSITE STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen)	27	EA.	4,000.00	108,000
Street Lights (22000 lumen)	0	EA.	5,000.00	0
SPECIAL DISTRICTS SUBTOTAL:				108,000.00
Moreno Valley Utilities				
Electrical Utility Infrastructure	1	L.S.	424,924.00	424,924
Electrical Utility Line Extension	1	L.F.	135.00	135
Electrical Reimbursement	1	L.S.	(19,000.00)	(19,000)
MVU SUBTOTAL:				406,059
Water Quality Basin				
Landscaping	59520	S.F.	6.00	357,120.00
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
WQB SUBTOTAL:				357,120.00
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination)	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.	--	17,971
Traffic Striping (DIF Street Name)	0	L.S.	--	0
Street Name Sign	8	EA.	500.00	4,000
Stop Sign	7	EA.	200.00	1,400
Signs and Posts	42	EA.	200.00	8,400
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	35	EA.	100.00	3,500
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:				35,271
Miscellaneous				
Erosion Control	33	AC	10,000.00	330,000
Walls - Masonry: 6' Maximum	3750	L.F.	100.00	375,000
Walls - Retaining: 6' Maximum	330	L.F.	150.00	49,500
Relocate Trees	0	EA.	2,500.00	0
MISCELLANEOUS SUBTOTAL:				754,500

EXHIBIT "B"
ENGINEER'S ESTIMATE

Sheet 4 of 8

PROJECT: TM 27251

DATE: 02/28/08

PREPARED BY: Mark Westover

OFFSITE STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
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)	1797	L.F.	160.00	287,520
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	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
Manholes				
Manhole No. 1	6	EA.	5000.00	30,000
Manhole No. 2	0	EA.	5500.00	0
Manhole No. 3	0	EA.	6500.00	0
Manhole No. 4	0	EA.	7000.00	0
	0		---	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (14')	3	EA.	8000.00	24,000
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 "B"
ENGINEER'S ESTIMATE

Sheet 5 of 8

PROJECT: TM 27251

DATE: 02/28/08

PREPARED BY: Mark Westover

OFFSITE STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
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)	1	EA.	5000.00	5,000
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	0	EA.	3000.00	0
Headwall	0	EA.	5500.00	0
Drains				
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
Miscellaneous				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
	0		---	0
SUBTOTAL:				346,520

EXHIBIT "B"
ENGINEER'S ESTIMATE

Sheet 6 of 8

PROJECT: TM 27251

DATE: 02/28/08

PREPARED BY: Mark Westover

OFFSITE WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900	0		30.00	0
6" PVC C-900	0		40.00	0
8" PVC C-900	4611		50.00	230,550
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	992		135.00	133,920
20" PVC C-900	0		180.00	0
	0	L.F.	---	0
Valves - Water System				
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	8	EA.	800.00	6,400
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	7	EA.	2,000.00	14,000
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
	0		---	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	0	EA.	2,800.00	0
6" Super Fire Hydrants	16	EA.	3,000.00	48,000
	0		---	0
Services Connections				
1" Service	120	EA.	500.00	60,000
1 1/2" Service	0	EA.	1,100.00	0
2" Service	0	EA.	1,600.00	0
	0		---	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	26		200.00	5,200
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
Misc. Fittings 18"	2		750.00	1,500
Water Meters - Water System				
5/8" Meter	0		200.00	0
1" Meter	0		270.00	0
1 1/2" Meter	0		360.00	0
2" Meter	0		455.00	0
	0		---	0
Hot Tap Connections - Water System				
8" Hot Tap	1	EA.	2,800.00	2,800
Water Service	0	EA.	330.00	0
	0		---	0
Miscellaneous - Water System				
Thrust Block	0	CY	150.00	0
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
	0		---	0
			SUBTOTAL:	502,370

EXHIBIT "B"
ENGINEER'S ESTIMATE

Sheet 7 of 8

PROJECT: TM 27251

DATE: 02/28/08

PREPARED BY: Mark Westover

OFFSITE SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
4" V.C. Pipe	3360	L.F.	20.00	67,200
6" V.C. Pipe	0	L.F.	25.00	0
8" V.C. Pipe	4218	L.F.	30.00	126,540
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
Cleans Outs - Sewer System				
Clean-outs	116	EA.	700.00	81,200
Clean Out Lateral	0	EA.	120.00	0
	0		---	0
Manholes - Sewer System				
Standard Manhole 48"	21	EA.	3,000.00	63,000
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
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	2	EA.	600.00	1,200
Join Existing 12" Pipe	0	EA.	800.00	0
	0		---	0
Miscellaneous - Sewer System				
Wyes	116	EA.	90.00	10,440
TV Sewer	0	L.F.	1.00	0
Trench Paving	0	S.F.	5.00	0
Backwater Valves	35	EA.	300.00	10,500
Meter 5/8" W/O Service	1	EA.	200.00	200
			SUBTOTAL:	360,280

EXHIBIT "B"
ENGINEER'S ESTIMATE

Sheet 8 of 8

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

PROJECT: TM 27251

DATE: 02/28/08
PREPARED BY: Mark Westover

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	\$885,405
CONCRETE & OTHER STREET WORK	:	\$1,281,051
SPECIAL DISTRICTS	:	\$108,000
MORENO VALLEY UTILITIES	:	\$406,059
WATER QUALITY BASIN	:	\$357,120
TRANSPORTATION ENGINEERING	:	\$35,271
STORM DRAIN SYSTEM	:	\$346,520
WATER SYSTEM	:	\$502,370
SEWER SYSTEM	:	\$360,280
MISCELLANEOUS	:	\$754,500

TOTAL COST (VALUE) OF IMPROVEMENTS: \$5,036,576

+20% CONTINGENCY: \$1,007,315

GRAND TOTAL: \$6,043,891

BOND AMOUNT:

\$6,044,000

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DATE: OCTOBER 6, 2010

IRREVOCABLE STANDBY LETTER OF CREDIT 3114259

ISSUING BANK
BANK OF AMERICA, N.A.
1000 W. TEMPLE STREET
7TH FLOOR, CA9-705-07-05
LOS ANGELES, CA 90012-1514

BENEFICIARY
CITY OF MORENO VALLEY
14177 FREDERICK STREET
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

APPLICANT
RSI MORENO VALLEY LLC
620 NEWPORT CENTER DRIVE
12TH FLOOR
NEWPORT BEACH, CA 92660

ATTN: CITY ENGINEER

AMOUNT
USD 2,673,531.00
TWO MILLION SIX HUNDRED SEVENTY THREE THOUSAND FIVE HUNDRED THIRTY ONE AND
00/100'S US DOLLARS

EXPIRATION
AUGUST 31, 2012 AT OUR COUNTERS

GENTLEMEN:

WE HEREBY ESTABLISH IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER 3114259 WHICH IS AVAILABLE WITH BANK OF AMERICA, N.A. BY PAYMENT AGAINST PRESENTATION OF YOUR DRAFTS AT SIGHT DRAWN ON BANK OF AMERICA, N.A., LOS ANGELES, CALIFORNIA ACCOMPANIED BY ONE OF THE DOCUMENT(S) DETAILED BELOW:

1) BENEFICIARY'S STATEMENT SIGNED BY THE CITY ENGINEER OF THE CITY OF MORENO VALLEY STATING THAT:

"RSI MORENO VALLEY LLC HAS NOT COMPLIED WITH AND IS IN DEFAULT WITH RESPECT TO PERFORMANCE REQUIREMENT AS SET FORTH IN THE AGREEMENT FOR PUBLIC IMPROVEMENTS PROJECT NO. PA96-0017 (TRACT MAP 27251) BETWEEN THE CITY OF MORENO VALLEY AND RSI MORENO VALLEY LLC." OR

2) BENEFICIARY'S STATEMENT SIGNED BY THE CITY ENGINEER OF THE CITY OF MORENO VALLEY STATING THAT:

"RSI MORENO VALLEY LLC HAS NOT COMPLIED WITH AND IS IN DEFAULT WITH RESPECT TO ITS OBLIGATION TO MAINTAIN THE OFFSITE IMPROVEMENT AS SET FORTH IN THE AGREEMENT FOR THE ONE YEAR GUARANTEE AND WARRANTY PERIOD."

ORIGINAL
Exhibit "C"

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 3114259

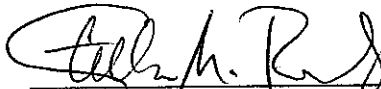
THE MAXIMUM AMOUNT AVAILABLE UNDER ITEM #2 ABOVE, COVERING THE OFFSITE IMPROVEMENT AS SET FORTH IN THE PUBLIC IMPROVEMENT AGREEMENT IS \$604,400.00, AND SAID DEMAND MAY NOT EXCEED THE AMOUNT AVAILABLE UNDER THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR A PERIOD OF ONE (1) YEAR FROM THE PRESENT, UNLESS AT LEAST 60 (SIXTY) DAYS PRIOR TO (EXPIRATION DATE), WE NOTIFY YOU BY REGISTERED MAIL OR OVERNIGHT COURIER SERVICE AT THE ABOVE ADDRESS, THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT WITH COPY TO THE CITY ATTORNEY; HOWEVER, FAILURE TO PROVIDE COPY OF SUCH NOTICE TO THE NAMED PARTY DOES NOT INVALIDATE OUR NOTICE OF NON EXTENSION TO THE BENEFICIARY.

WE HEREBY AGREE WITH YOU THAT DOCUMENTS PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION TO US AT BANK OF AMERICA, N.A., TRADE OPERATIONS CENTER, 1000 W. TEMPLE STREET, 7TH FLOOR, CA9-705-07-05, LOS ANGELES, CA 90012-1514, ATTN: STANDBY LETTERS OF CREDIT DEPARTMENT ON OR BEFORE THE EXPIRY DATE AS SPECIFIED HEREIN.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICE (ISP98), ICC PUBLICATION NO. 590.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 1-800-541-6096 OPT 1.



AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

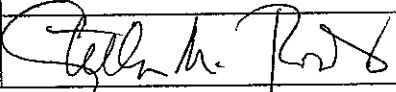
STELLA ROSALES

ORIGINAL

BANK OF AMERICA, NATIONAL ASSOCIATION

The undersigned, Hermann Schutterle, Vice President of Bank of America, National Association, a national banking association organized and existing under the laws of the United States of America (herein, the "Bank"), does hereby certify:

1. That the following named person has been properly designated, elected and assigned to the office in the Bank as indicated below; and that such person holds such office at this time:

NAME	OFFICE	SPECIMEN SIGNATURE
Stella Rosales	Los Angeles, CA	

2. That the following is a true and complete copy of an excerpt from the Bylaws of said Bank, and the same is in full force and effect as of the date hereof.

Section 5.2 Execution of Instruments. All agreements, indentures, mortgages, deeds, conveyances, transfers, contracts, checks, notes, drafts, loan documents, letters of credit, guarantees, master agreements, swap agreements, security and pledge agreements, guarantees of signatures, certificates, declarations, receipts, discharges, releases, satisfactions, settlements, petitions, schedules, accounts, affidavits, bonds, undertakings, powers of attorney, and other instruments or documents may be signed executed, acknowledged, verified, attested, delivered or accepted on behalf of the Association by the Chairman of the Board, the President, any Vice Chairman of the Board, any Division President, any Managing Director, any Principal, any Vice President, any Assistant Vice President, or any individual who is listed on the Association's personnel records in a position equal to any of the aforementioned officer positions, or such other officers, employees or agents as the Board of Directors or any of such designated officers or individuals may direct. The provisions of this Section 5.2 are supplementary to any other provision of these Bylaws and shall not be construed to authorize execution of instruments otherwise dictated by law.

IN WITNESS WHEREOF, this 15 day of October, 2010.



Vice President

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BANK OF AMERICA - CONFIDENTIAL

PAGE: 1

DATE: OCTOBER 6, 2010

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 3114262

ISSUING BANK
BANK OF AMERICA, N.A.
1000 W. TEMPLE STREET
7TH FLOOR, CA9-705-07-05
LOS ANGELES, CA 90012-1514

BENEFICIARY
CITY OF MORENO VALLEY
14177 FREDERICK STREET
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

APPLICANT
RSI MORENO VALLEY LLC
620 NEWPORT CENTER DRIVE
12TH FLOOR
NEWPORT BEACH, CA 92660

ATTN: CITY ENGINEER

AMOUNT
USD 1,336,766.00
ONE MILLION THREE HUNDRED THIRTY SIX THOUSAND SEVEN HUNDRED SIXTY SIX AND
00/100'S US DOLLARS

EXPIRATION
AUGUST 31, 2012 AT OUR COUNTERS

GENTLEMEN:

WE HEREBY ESTABLISH IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER 3114262 WHICH IS AVAILABLE WITH BANK OF AMERICA, N.A. BY PAYMENT AGAINST PRESENTATION OF YOUR DRAFTS AT SIGHT DRAWN ON BANK OF AMERICA, N.A., LOS ANGELES, CALIFORNIA ACCOMPANIED BY THE DOCUMENT DETAILED BELOW:

BENEFICIARY'S STATEMENT SIGNED BY THE CITY ENGINEER OF THE CITY OF MORENO VALLEY STATING THAT:
"RSI MORENO VALLEY LLC HAS NOT COMPLIED WITH AND IS IN DEFAULT WITH RESPECT TO THE LABOR AND MATERIAL PAYMENT REQUIREMENT AS SET FORTH IN THE AGREEMENT FOR PUBLIC IMPROVEMENTS PROJECT NO. PA96-0017 (TRACT MAP 27251) BETWEEN THE CITY OF MORENO VALLEY AND RSI MORENO VALLEY LLC."

THIS LETTER OF CREDIT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR A PERIOD OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 60 (SIXTY) DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE, WE NOTIFY YOU BY REGISTERED MAIL OR OVERNIGHT COURIER SERVICE AT THE ABOVE ADDRESS, THAT WE ELECT NOT TO

ORIGINAL
Exhibit "D"

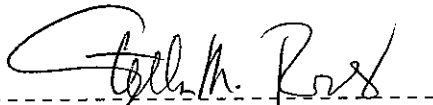
THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 3114262

EXTEND THIS LETTER OF CREDIT WITH COPY TO THE CITY ATTORNEY; HOWEVER, FAILURE TO PROVIDE COPY OF SUCH NOTICE TO THE NAMED PARTY DOES NOT INVALIDATE OUR NOTICE OF NON EXTENSION TO THE BENEFICIARY.

WE HEREBY AGREE WITH YOU THAT DOCUMENTS PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION TO US AT BANK OF AMERICA, N.A., TRADE OPERATIONS CENTER, 1000 W. TEMPLE STREET, 7TH FLOOR, CA9-705-07-05, LOS ANGELES, CA 90012-1514, ATTN: STANDBY LETTERS OF CREDIT DEPARTMENT ON OR BEFORE THE EXPIRY DATE AS SPECIFIED HEREIN.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICE (ISP98), ICC PUBLICATION NO. 590.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 1-800-541-6096 OPT 1.



AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

(STELLA ROSALES

ORIGINAL

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. PA96-0017 (TRACT MAP 27251-1)**

This Agreement, made and entered into by and between the City of Moreno Valley, State of California, hereinafter called City, and RSI Moreno Valley, LLC, herein after called Developer, on the date the City signs this agreement.

WITNESSETH:

FIRST: Developer, 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 PA96-0017 (Tract Map 27251-1) agrees, at Developer'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. 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.

Security to guarantee the performance of this agreement shall be in the following amounts:

Faithful Performance security shall be in the sum of ONE MILLION FIFTY-EIGHT THOUSAND NINE HUNDRED TWENTY-TWO AND NO/100 Dollars (*****\$1,058,922*****). The estimated cost of said work and improvements is outlined in the Partial Reduction Breakdown worksheet labeled Exhibit A attached hereto.

Labor and Material security shall be in the sum of FIVE HUNDRED TWENTY-NINE THOUSAND FOUR HUNDRED SIXTY ONE AND NO/100 Dollars (*****\$529,461*****). The estimated cost securing payment of labor and materials is fifty (50) percent of the total cost estimate of the improvements.

Developer 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. Developer shall provide ten percent of the original Estimate of Cost, labeled Exhibit B attached hereto, for warranty purposes in the sum of FIVE HUNDRED SIXTY-EIGHT THOUSAND NINE HUNDRED AND NO/100 Dollars (*****\$568,900*****).

SECOND: 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 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 Developer 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.

Exhibit "E"

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 Developer, his agents or employees, 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 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.

FOURTH: 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.

FIFTH: 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 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 Developer's obligation under this provision shall be secured by the bonds securing performance of this Agreement.

SIXTH: The Developer, 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: Developer 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. Developer 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 Developer 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 Developer of the insufficiency of the security or the amount of the bonds or both.

EIGHTH: 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 have been granted by the City, 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.

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 Developer, and such extensions shall in no way affect the validity of this Agreement or release the surety or sureties on said bonds, Developer 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

Developer:
RSI Moreno Valley, LLC
620 Newport Center Drive
12th Floor
Newport Beach, CA 92660

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

Date approved by the City: _____

RSI Moreno Valley, LLC:
Developer

BY: Brian Eid
Signature
Brian Eid
Print/Type Name
Treas./Asst. Sec.
Title

BY: Jonathan Robertson
Signature
Jonathan Robertson
Print/Type Name
Sr. Vice President, General Counsel and Secretary
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

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

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

ACKNOWLEDGMENT

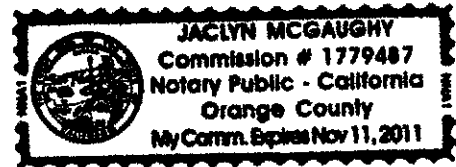
State of California
County of Orange

On September 1, 2010 before me, Jaclyn McGaughy, Notary Public
(insert name and title of the officer)

personally appeared Jonathan Robertson and Brian Eid,
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 "A"

PA96-0017 (Tract 27251-1) - Faithful Performance Partial Reduction Breakdown

A.C. - Local Streets (1"cap)	\$35,284
A.B. Class II - Swallow	\$12,959
A.C. Swallow	\$14,844
A.B. Class II - Shawnee	\$33,296
A.C. Shawnee	\$32,690
Slurry Seal	\$22,088
Sidewalk	\$45,360
Driveway Approach - 6"	\$47,040
Wheelchair Ramp	\$4,800
Barricade	\$6,000
Monuments	\$12,400
Landscaping - Parkways	\$298,560
Street Lights	\$20,000
36" Reinforced Concrete Pipe	\$19,950
Manhole No. 4	\$8,000
Catch Basin (7')	\$5,500
EMWD (Water & Sewer System Estimate)	\$23,000
Sub-total	\$641,771
Hard Cost Contingency (20%)	\$128,354
Soft Cost Contingency (45%)	\$288,797
Total	\$1,058,922
*Original bond amount	\$5,689,000

Notes:

There will be requirements that must be met prior to the bond reduction at 100% completion. They include: submitting EMWD clearance, additional payment of the Partial Bond Reduction Fee, submittal of center line street ties, submittal of letter from engineer/surveyor stating they have been paid for their services associated with the center line street ties, payment of any outstanding fees, etc.

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

Mark W. Sambito 9/25/10
 Mark W. Sambito, P.E. Date

Land Development - Engineering Division Manager

Ben Lil 9/1/10
 Developer Date

EXHIBIT "B"
ENGINEER'S ESTIMATE

Sheet 1 of 8

PROJECT: TM 27251-1

DATE: 02/25/08
PREPARED BY: Mark Westover

OFFSITE PAVEMENT SECTIONS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Street Work - Non DIF Non TUMF				
A.B. Class II - Street 1	0	Thickness (ft.)	20.00	0
	0	S.F.	55.00	0
A.C. - Street 1	0	Thickness (ft.)	90.00	0
	0	S.F.	20.00	0
A.B. Class II - Street 2	0	Thickness (ft.)	55.00	0
	0	S.F.	90.00	0
A.C. - Street 2	0	Thickness (ft.)	20.00	0
	0	S.F.	55.00	0
A.B. Class II - Street 3	0	Thickness (ft.)	90.00	0
	0	S.F.	20.00	0
A.C. - Street 3	0	Thickness (ft.)	55.00	0
	0	S.F.	90.00	0
A.B. Class II - Street 4	0	Thickness (ft.)	20.00	0
	0	S.F.	55.00	0
A.C. - Street 4	0	Thickness (ft.)	90.00	0
	0	S.F.	20.00	0
Street Work - DIF				
Roadway Excavation		2000 C.Y.	20.00	40,000
A.B. Class II - Street 1	0.45	Thickness (ft.)		
	29397	S.F.	55.00	52,749
A.C. - Street 1	0.75	Thickness (ft.)		
	29397	S.F.	90.00	143,862
A.B. Class II - Street 2	1	Thickness (ft.)	20.00	0
	133700	S.F.	55.00	533,129
A.C. - Street 2	0.05	Thickness (ft.)		
	133700	S.F.	90.00	43,620
A.B. Class II - Street 3	0.5	Thickness (ft.)	20.00	0
	7614	S.F.	55.00	15,180
A.C. - Street 3	0.35	Thickness (ft.)		
	7614	S.F.	90.00	17,388
A.B. Class II - Street 4	0.5	Thickness (ft.)	20.00	0
	76407	S.F.	55.00	152,336
A.C. - Street 4	0.3	Thickness (ft.)		
	76407	S.F.	90.00	149,567
Street Work - TUMF				
A.B. Class II - Street 1	0	Thickness (ft.)	20.00	0
	0	S.F.	55.00	0
A.C. - Street 1	0	Thickness (ft.)	90.00	0
	0	S.F.	20.00	0
A.B. Class II - Street 2	0	Thickness (ft.)	55.00	0
	0	S.F.	90.00	0
A.C. - Street 2	0	Thickness (ft.)	20.00	0
	0	S.F.	55.00	0
A.B. Class II - Street 3	0	Thickness (ft.)	90.00	0
	0	S.F.	20.00	0
A.C. - Street 3	0	Thickness (ft.)	55.00	0
	0	S.F.	90.00	0
A.B. Class II - Street 4	0	Thickness (ft.)	20.00	0
	0	S.F.	55.00	0
A.C. - Street 4	0	Thickness (ft.)	90.00	0
	0	S.F.	20.00	0
			SUBTOTAL:	1,147,831

EXHIBIT "B"
ENGINEER'S ESTIMATE

Sheet 2 of 8

PROJECT: TM 27251-1

DATE: 02/25/08
PREPARED BY: Mark Westover

OFFSITE STREET WORK

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Offsite Street Work				
Pavement				
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)	27458	S.Y.	2.25	61,781
Sawcut	3877	L.F.	1.50	5,816
Utility Trench	2016	L.F.	17.00	34,272
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	10	EA.	800.00	8,000
Adjust Water Valve to Grade	10	EA.	400.00	4,000
Remove & Dispose Existing Pavement & Base		SF	3.00	.0
Remove Existing Curb & Gutter	0	L.F.	12.00	0
Remove AC Paving	61355	S.F.	1.00	61,355
Concrete				
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"	4032	L.F.	22.00	88,704
Curb and Gutter - 8"	3498	L.F.	25.00	87,450
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	7409	S.F.	15.00	111,135
Sidewalk	38421	S.F.	7.00	268,947
Sidewalk (DIF Street Name)	0	S.F.	7.00	0
Sidewalk (TUMF Street Name)	0	S.F.	7.00	0
Driveway Approach - 6"	5440	S.F.	14.00	76,160
Driveway Approach - 8"	0	S.F.	16.00	0
Wheelchair Ramp	18	EA.	1,200.00	21,600
Alley Approach - 8"	0	S.F.	16.00	0
Conc. Ramp Paving	900	S.F.	10.00	9,000
1/2 Alley Apron	0	S.F.	16.00	0
Barricade	0	L.F.	100.00	0
Remove Conc. Ditch	1162	L.F.	10.00	11,620
Other				
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	3	EA.	20,000.00	60,000
Monuments	124	EA.	100.00	12,400
			SUBTOTAL:	922,239

EXHIBIT "B"
ENGINEER'S ESTIMATE

Sheet 3 of 8

PROJECT: TM 27251-1

DATE: 02/25/08

PREPARED BY: Mark Wesotver

OFFSITE STREET WORK (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Special Districts				
Landscaping - Medians	0	S.F.	6.00	0
Landscaping - Parkways	0	S.F.	6.00	0
Street Lights (9500 lumen)	16	EA.	4,000.00	64,000
Street Lights (22000 lumen)	13	EA.	5,000.00	65,000
SPECIAL DISTRICTS SUBTOTAL:				129,000.00
Moreno Valley Utilities				
Electrical Utility Infrastructure	0	L.S.	0.00	0
Electrical Utility Line Extension	1	L.F.	135.00	135
MVU SUBTOTAL:				135
Water Quality Basin				
Landscaping	77850	S.F.	6.00	467,100.00
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
WQB SUBTOTAL:				467,100.00
Transportation Engineering				
Traffic Signal New (Interconnect, Controller, Software, Initial Coordination)	0	EA.	272,000.00	0
Traffic Signal Modification	0	L.S.	50	0
Traffic Signal Interconnect (Existing Signals Only)	2484	L.F.	30.00	74,520
Traffic Striping/raised pavement markers	1	L.S.	75000	75,000
Traffic Striping (DIF Street Name)	0	L.S.	--	0
Street Name Sign	6	EA.	500.00	3,000
Stop Sign	6	EA.	200.00	1,200
Signs and Posts	0	EA.	200.00	0
Signs and Posts (DIF Street Name)	0	EA.	200.00	0
Street Sweeping Sign	7	EA.	200.00	1,400
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
Guard Rail	128		50.00	6,400
TRANSPORTATION SUBTOTAL:				161,520
Miscellaneous				
Erosion Control	11	AC	10,000.00	110,000
Walls - Masonry: 6' Maximum	2595	L.F.	100.00	259,500
Walls - Retaining: 6' Maximum	0	L.F.	150.00	0
Relocate Trees	0	EA.	2,500.00	0
MISCELLANEOUS SUBTOTAL:				369,500

EXHIBIT "B"
ENGINEER'S ESTIMATE

Sheet 4 of 8

PROJECT: TM 27251-1

DATE: 02/25/08

PREPARED BY: Mark Wesotver

OFFSITE STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipe				
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)	2343	L.F.	160.00	374,880
30" Reinforced Concrete Pipe	238	L.F.	180.00	42,840
36" Reinforced Concrete Pipe	468	L.F.	190.00	88,920
42" Reinforced Concrete Pipe	624	L.F.	210.00	131,040
48" Reinforced Concrete Pipe	79	L.F.	250.00	19,750
54" Reinforced Concrete Pipe	275	L.F.	300.00	82,500
60" Reinforced Concrete Pipe	290	L.F.	350.00	101,500
66" Reinforced Concrete Pipe	591	L.F.	375.00	221,625
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
Manholes				
Manhole No. 1	8	EA.	5000.00	40,000
Manhole No. 2	6	EA.	5500.00	33,000
Manhole No. 3	0	EA.	6500.00	0
Manhole No. 4	3	EA.	7000.00	21,000
	0		---	0
Catch Basins				
Catch Basin (3.5')	0	EA.	3100.00	0
Catch Basin (7')	0	EA.	5500.00	0
Catch Basin (14')	10	EA.	8000.00	80,000
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	1	EA.	5000.00	5,000
Grated Catch Basin	0	EA.	6000.00	0
Headwall	0	EA.	5500.00	0

EXHIBIT "B"
ENGINEER'S ESTIMATE

Sheet 5 of 8

PROJECT: TM 27251-1

DATE: 02/25/08

PREPARED BY: Mark Wesotver

OFFSITE STORM DRAIN SYSTEM (CONTINUED)

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Structures				
Transition Structure	1	EA.	5500.00	5,500
Junction Structure	4	EA.	6000.00	24,000
Type IX Inlet Structure	0	EA.	2500.00	0
Inlet Structure (drop)	3	EA.	5000.00	15,000
Outlet Structure	0	EA.	8000.00	0
Concrete Collar (to 48")	2	EA.	3000.00	6,000
Headwall	1	EA.	5500.00	5,500
Drains				
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
Miscellaneous				
Rip Rap	0	TON	60.00	0
Concrete Pipe Slope Anchor	0	EA.	2500.00	0
	0		--	0
			SUBTOTAL:	1,298,055

EXHIBIT "B"
ENGINEER'S ESTIMATE

Sheet 6 of 8

PROJECT: TM 27251-1

DATE: 02/25/08

PREPARED BY: Mark Wesotver

OFFSITE WATER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Water System				
4" PVC C-900	0		30.00	0
6" PVC C-900	2423		40.00	96,920
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
Valves - Water System				
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	2	EA.	2,000.00	4,000
2" Air Vac Release	0	EA.	3,000.00	0
4" Blow Off	0	EA.	2,000.00	0
6" Blow Off	4	EA.	2,500.00	10,000
	0		---	0
Fire Hydrants - Water System				
6" Standard Fire Hydrants	7	EA.	2,800.00	19,600
6" Super Fire Hydrants	0	EA.	3,000.00	0
	0		---	0
Services Connections				
1" Service	0	EA.	500.00	0
1 1/2" Service	0	EA.	1,100.00	0
2" Service	1	EA.	1,600.00	1,600
	0		---	0
Fittings - Water System				
Misc. Fittings 4"	0		120.00	0
Misc. Fittings 6"	0		160.00	0
Misc. Fittings 8"	8		200.00	1,600
Misc. Fittings 10"	0		240.00	0
Misc. Fittings 12"	0		750.00	0
	0		---	0
Water Meters - Water System				
5/8" Meter	0		200.00	0
5/8" Meter w/o Services	34	E.A.	200.00	6,800
1" Meter	0		270.00	0
1" Meter w/o Services	8	E.A.	270.00	2,160
1 1/2" Meter	0		360.00	0
2" Meter	0		455.00	0
	0		---	0
Hot Tap Connections - Water System				
8" Hot Tap	1	EA.	2,800.00	2,800
Water Service	0	EA.	330.00	0
	0		---	0
Miscellaneous - Water System				
Thrust Block	0	CY	150.00	0
Jack & Bore	0	L.F.	300.00	0
Joint at Existing 8"	0	EA.	650.00	0
	0		---	0
			SUBTOTAL:	145,480

EXHIBIT "B"
ENGINEER'S ESTIMATE

Sheet 7 of 8

PROJECT: TM 27251-1

DATE: 02/25/08
PREPARED BY: Mark Wesotver

OFFSITE SEWER SYSTEMS

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Pipes - Sewer System				
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	2249	L.F.	25.00	56,225
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
Cleans Outs - Sewer System				
Clean-outs	3	EA.	700.00	2,100
Clean Out Lateral	0	EA.	120.00	0
	0		---	0
Manholes - Sewer System				
Standard Manhole 48"	10	EA.	3,000.00	30,000
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
Adjust Manhole to Grade	0	EA.	300.00	0
Tie Into Existing Manhole	1	EA.	1,500.00	1,500
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
	0		---	0
Miscellaneous - Sewer System				
Wyes	40	EA.	90.00	3,600
TV Sewer	2249	L.F.	1.00	2,249
Trench Paving	0	S.F.	5.00	0
Pavement Replacement	0	S.F.	3.00	0
Backwater Device	12	E.A.	350.00	4,200
Meter 5/8" W/O Service	0	EA.	200.00	0
			SUBTOTAL:	99,874

EXHIBIT "B"
ENGINEER'S ESTIMATE

Sheet 8 of 8

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

PROJECT: TM 27251-1

DATE: 02/25/08
PREPARED BY: Mark Wesotver

IMPROVEMENT TYPE:

PAVEMENT SECTION WORK	:	\$1,147,831
CONCRETE & OTHER STREET WORK	:	\$922,239
SPECIAL DISTRICTS	:	\$129,000
MORENO VALLEY UTILITIES	:	\$135
WATER QUALITY BASIN	:	\$467,100
TRANSPORTATION ENGINEERING	:	\$161,520
STORM DRAIN SYSTEM	:	\$1,298,055
WATER SYSTEM	:	\$145,480
SEWER SYSTEM	:	\$99,874
MISCELLANEOUS	:	\$369,500
TOTAL COST (VALUE) OF IMPROVEMENTS:		\$4,740,734
+20% CONTINGENCY:		\$948,147
<u>GRAND TOTAL:</u>		\$5,688,881

BOND AMOUNT:

\$5,689,000

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DATE: OCTOBER 6, 2010

IRREVOCABLE STANDBY LETTER OF CREDIT 3114260

ISSUING BANK
BANK OF AMERICA, N.A.
1000 W. TEMPLE STREET
7TH FLOOR, CA9-705-07-05
LOS ANGELES, CA 90012-1514

BENEFICIARY
CITY OF MORENO VALLEY
14177 FREDERICK STREET
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

APPLICANT
RSI MORENO VALLEY LLC
620 NEWPORT CENTER DRIVE
12TH FLOOR
NEWPORT BEACH, CA 92660

ATTN: CITY ENGINEER

AMOUNT
USD 1,058,922.00
ONE MILLION FIFTY EIGHT THOUSAND NINE HUNDRED TWENTY TWO AND 00/100'S US
DOLLARS

EXPIRATION
AUGUST 31, 2012 AT OUR COUNTERS

GENTLEMEN:

WE HEREBY ESTABLISH IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER 3114260 WHICH IS AVAILABLE WITH BANK OF AMERICA, N.A. BY PAYMENT AGAINST PRESENTATION OF YOUR DRAFTS AT SIGHT DRAWN ON BANK OF AMERICA, N.A., LOS ANGELES, CALIFORNIA ACCOMPANIED BY ONE OF THE DOCUMENT(S) DETAILED BELOW:

- 1) BENEFICIARY'S STATEMENT SIGNED BY THE CITY ENGINEER OF THE CITY OF MORENO VALLEY STATING THAT:
"RSI MORENO VALLEY LLC HAS NOT COMPLIED WITH AND IS IN DEFAULT WITH RESPECT TO PERFORMANCE REQUIREMENT AS SET FORTH IN THE AGREEMENT FOR PUBLIC IMPROVEMENTS PROJECT NO. PA96-0017 (TRACT MAP 27251-1) BETWEEN THE CITY OF MORENO VALLEY AND RSI MORENO VALLEY LLC." OR
- 2) BENEFICIARY'S STATEMENT SIGNED BY THE CITY ENGINEER OF THE CITY OF MORENO VALLEY STATING THAT:
"RSI MORENO VALLEY LLC HAS NOT COMPLIED WITH AND IS IN DEFAULT WITH RESPECT TO ITS OBLIGATION TO MAINTAIN THE OFFSITE IMPROVEMENT AS SET FORTH IN THE AGREEMENT FOR THE ONE YEAR GUARANTEE AND WARRANTY PERIOD."

ORIGINAL
Exhibit "F"

THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 3114260


THE MAXIMUM AMOUNT AVAILABLE UNDER ITEM #2 ABOVE, COVERING THE OFFSITE IMPROVEMENT AS SET FORTH IN THE PUBLIC IMPROVEMENT AGREEMENT IS \$568,900.00, AND SAID DEMAND MAY NOT EXCEED THE AMOUNT AVAILABLE UNDER THIS LETTER OF CREDIT.

THIS LETTER OF CREDIT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR A PERIOD OF ONE (1) YEAR FROM THE PRESENT, UNLESS AT LEAST 60 (SIXTY) DAYS PRIOR TO (EXPIRATION DATE), WE NOTIFY YOU BY REGISTERED MAIL OR OVERNIGHT COURIER SERVICE AT THE ABOVE ADDRESS, THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT WITH COPY TO THE CITY ATTORNEY; HOWEVER, FAILURE TO PROVIDE COPY OF SUCH NOTICE TO THE NAMED PARTY DOES NOT INVALIDATE OUR NOTICE OF NON EXTENSION TO THE BENEFICIARY.

WE HEREBY AGREE WITH YOU THAT DOCUMENTS PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION TO US AT BANK OF AMERICA, N.A., TRADE OPERATIONS CENTER, 1000 W. TEMPLE STREET, 7TH FLOOR, CA9-705-07-05, LOS ANGELES, CA 90012-1514, ATTN: STANDBY LETTERS OF CREDIT DEPARTMENT ON OR BEFORE THE EXPIRY DATE AS SPECIFIED HEREIN.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICE (ISP98), ICC PUBLICATION NO. 590.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 1-800-541-6096 OPT 1.



AUTHORIZED SIGNATURE
STELLA ROSALES

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

ORIGINAL

BANK OF AMERICA - CONFIDENTIAL

PAGE: 1

DATE: OCTOBER 6, 2010

IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER: 3114261

ISSUING BANK
BANK OF AMERICA, N.A.
1000 W. TEMPLE STREET
7TH FLOOR, CA9-705-07-05
LOS ANGELES, CA 90012-1514

BENEFICIARY
CITY OF MORENO VALLEY
14177 FREDERICK STREET
P.O. BOX 88005
MORENO VALLEY, CA 92552-0805

APPLICANT
RSI MORENO VALLEY LLC
620 NEWPORT CENTER DRIVE
12TH FLOOR
NEWPORT BEACH, CA 92660

ATTN: CITY ENGINEER

AMOUNT
USD 529,461.00
FIVE HUNDRED TWENTY NINE THOUSAND FOUR HUNDRED SIXTY ONE AND 00/100'S US
DOLLARS

EXPIRATION
AUGUST 31, 2012 AT OUR COUNTERS

GENTLEMEN:

WE HEREBY ESTABLISH IN YOUR FAVOR OUR IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER 3114261 WHICH IS AVAILABLE WITH BANK OF AMERICA, N.A. BY PAYMENT AGAINST PRESENTATION OF YOUR DRAFTS AT SIGHT DRAWN ON BANK OF AMERICA, N.A., LOS ANGELES, CALIFORNIA ACCOMPANIED BY THE DOCUMENT DETAILED BELOW:

BENEFICIARY'S STATEMENT SIGNED BY THE CITY ENGINEER OF THE CITY OF MORENO VALLEY STATING THAT:
"RSI MORENO VALLEY LLC HAS NOT COMPLIED WITH AND IS IN DEFAULT WITH RESPECT TO THE LABOR AND MATERIAL PAYMENT REQUIREMENT AS SET FORTH IN THE AGREEMENT FOR PUBLIC IMPROVEMENTS PROJECT NO. PA96-0017 (TRACT MAP 27251-1) BETWEEN THE CITY OF MORENO VALLEY AND RSI MORENO VALLEY LLC."

THIS LETTER OF CREDIT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR A PERIOD OF ONE (1) YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION DATE, UNLESS AT LEAST 60 (SIXTY) DAYS PRIOR TO THE THEN CURRENT EXPIRATION DATE, WE NOTIFY YOU BY REGISTERED MAIL OR OVERNIGHT COURIER SERVICE AT THE ABOVE ADDRESS, THAT WE ELECT NOT TO

ORIGINAL
Exhibit "G"

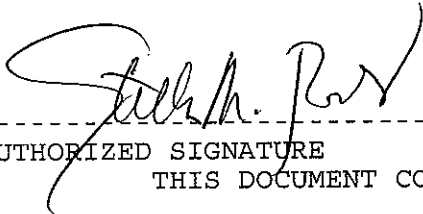
THIS IS AN INTEGRAL PART OF LETTER OF CREDIT NUMBER: 3114261

EXTEND THIS LETTER OF CREDIT WITH COPY TO THE CITY ATTORNEY; HOWEVER, FAILURE TO PROVIDE COPY OF SUCH NOTICE TO THE NAMED PARTY DOES NOT INVALIDATE OUR NOTICE OF NON EXTENSION TO THE BENEFICIARY.

WE HEREBY AGREE WITH YOU THAT DOCUMENTS PRESENTED IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED UPON PRESENTATION TO US AT BANK OF AMERICA, N.A., TRADE OPERATIONS CENTER, 1000 W. TEMPLE STREET, 7TH FLOOR, CA9-705-07-05, LOS ANGELES, CA 90012-1514, ATTN: STANDBY LETTERS OF CREDIT DEPARTMENT ON OR BEFORE THE EXPIRY DATE AS SPECIFIED HEREIN.

THIS LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICE (ISP98), ICC PUBLICATION NO. 590.

IF YOU REQUIRE ANY ASSISTANCE OR HAVE ANY QUESTIONS REGARDING THIS TRANSACTION, PLEASE CALL 1-800-541-6096 OPT 1.



AUTHORIZED SIGNATURE

THIS DOCUMENT CONSISTS OF 2 PAGE(S).

STELLA ROSALES

ORIGINAL



CITY CLERK'S OFFICE

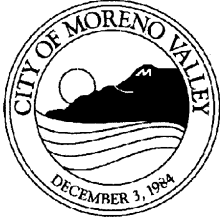
MEMORANDUM

To: Mayor and City Council
From: Jane Halstead, City Clerk, CMC
Date: November 24, 2010
Subject: AGREEMENT FOR THE MAINTENANCE AND OPERATION OF TRAFFIC SIGNALS AND HIGHWAY SAFETY LIGHTING SHARED BETWEEN THE CITIES OF RIVERSIDE AND MORENO VALLEY (Report of: Public Works Department) (Item A. 10)
cc: Agenda packet distribution list

Attached is the staff report and attachments, which were not included in the packet at the time of agenda preparation.

mi

COUNCIL AGENDA ITEM NO. A.10



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>hw</i>
CITY MANAGER	<i>wib</i>

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: November 30, 2010 (Continued from November 9, 2010)

TITLE: AGREEMENT FOR THE MAINTENANCE AND OPERATION OF TRAFFIC SIGNALS AND HIGHWAY SAFETY LIGHTING SHARED BETWEEN THE CITIES OF RIVERSIDE AND MORENO VALLEY

RECOMMENDED ACTION

1. Enter into an agreement with the City of Riverside for the maintenance and operation of traffic signals and highway safety lighting jointly owned by the cities of Riverside and Moreno Valley.
2. Authorize the Mayor to execute said "Agreement" with the City of Riverside for the maintenance of traffic signals and highway safety lighting jointly owned by the cities of Riverside and Moreno Valley.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

In January, 1992, the cities of Moreno Valley and Riverside entered into an agreement for construction, operation, and maintenance of the traffic signals and highway safety lighting along Day Street. Based on this agreement, the City of Riverside was responsible for operation and maintenance of traffic signals and highway safety lighting along Day Street and Moreno Valley was responsible for 50% of all associated costs. Subsequent to this agreement, jurisdiction boundaries have changed, new locations have been constructed, and maintenance procedures have been updated.

COUNCIL AGENDA ITEM NO. **A10**

DISCUSSION

This agreement defines the maintenance and operation responsibilities for all traffic signals and highway safety lighting installations jointly owned by Moreno Valley and Riverside at the location(s) shown on the attached Appendix "A". Additionally, this agreement supersedes the operation and maintenance provision contained in the Agreement between the cities of Riverside and Moreno Valley for design, construction, operation and maintenance of traffic signals and highway safety lighting for Day Street dated January 6, 1992. The terms of the new agreement will provide for the addition of future traffic signals and highway safety lighting into the agreement by simply revising Appendix "A".

This agreement has been reviewed and approved by the City of Riverside and will become effective upon approval by the City Council.

ALTERNATIVES

1. Entering into an agreement with the City of Riverside for the maintenance and operation of traffic signals and highway safety lighting jointly owned by the cities of Riverside and Moreno Valley, and authorize the Mayor to execute said "Agreement" with the City of Riverside for the maintenance of traffic signals and highway safety lighting jointly owned by the cities of Riverside and Moreno Valley. This alternative will allow the City to share the fiscal responsibility for the ongoing signal maintenance at the cited locations.
2. Do not enter into an agreement with the City of Riverside for the maintenance and operation of traffic signals and highway safety lighting jointly owned by the cities of Riverside and Moreno Valley, and do not authorize the Mayor to execute said "Agreement" with the City of Riverside for the maintenance of traffic signals and highway safety lighting jointly owned by the cities of Riverside and Moreno Valley. This alternative will not allow the City to share the fiscal responsibility for the ongoing signal maintenance at the cited locations.

FISCAL IMPACT

The associated cost sharing for operation and maintenance of the traffic signals and highway safety lighting between the City of Riverside and Moreno Valley is included in the annual Public Works budget for traffic signals (account number 010-53310).

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.

ADVOCACY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

NOTIFICATION

N/A

ATTACHMENTS

- A. Agreement for Maintenance and Operation of Traffic Signal and Highway Safety Lighting
- B. Location Map

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

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

Concurred By:
Eric Lewis, P.E., T.E.
City Traffic Engineer

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

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AGREEMENT FOR
MAINTENANCE AND OPERATION OF
TRAFFIC SIGNALS AND SAFETY LIGHTING

This AGREEMENT FOR MAINTENANCE AND OPERATION OF TRAFFIC SIGNALS AND SAFETY LIGHTING ("AGREEMENT") is made and entered into on this _____ day of _____, 2010, by and between the City of Moreno Valley, referred to herein as MORENO VALLEY, and the City of Riverside, a California charter city and municipal corporation, referred to herein as RIVERSIDE, collectively referred to herein as (the "PARTIES"):

This AGREEMENT is intended to define the maintenance and operation responsibilities for all traffic signal and highway safety lighting installations jointly owned by MORENO VALLEY and RIVERSIDE at the location(s) shown on the attached Appendix "A" ("LOCATIONS") and shall supersede the Operation and Maintenance provision contained in the Agreement Between the Cities of Riverside and Moreno Valley for Design, Construction, Operation and Maintenance of Traffic Signals on Day Street dated January 6, 1992.

IT IS AGREED:

1. RIVERSIDE, through its Traffic Engineering Division, will provide the following services:
 - a) Routine maintenance and operation on traffic signals, highway lighting, and other electrically operated traffic control or warning devices ("TRAFFIC CONTROL DEVICES") at the LOCATIONS so that said TRAFFIC CONTROL DEVICES remain in good operating condition and repair. Said routine maintenance work includes, but is not limited to:
 - i) Inspecting the signal system and cleaning the controller cabinet quarterly.

ii) Cleaning signal heads every two (2) years and replacing the light emitting diodes (LED) every five (5) years.

iii) Re-lamping and cleaning street lights every five (5) years.

The time periods for these services shall commence upon the effective date of this AGREEMENT.

- b) Emergency call-out service and/or repair of the TRAFFIC CONTROL DEVICES within two (2) hours following RIVERSIDE's receipt of notice (whether in person, in writing, by telephone, or otherwise) from MORENO VALLEY or other agencies or persons, that any TRAFFIC CONTROL DEVICE at the LOCATION is not functioning properly. In the event of substantial damage to a TRAFFIC CONTROL DEVICE that cannot be repaired within the two (2) hour period specified above, RIVERSIDE shall attempt to resolve all matters within a reasonable time (not to exceed seven (7) days unless extended by written notice to MORENO VALLEY) to make such repairs provided that RIVERSIDE provides alternative traffic control devices (i.e., portable "stop signs") to direct traffic at the LOCATION until repairs are complete.
2. RIVERSIDE shall provide, or contract to be provided from the local electric utility, electrical energy in an amount equal to the requirements to operate all TRAFFIC CONTROL DEVICES and RED LIGHT PHOTO ENFORCEMENT at the LOCATIONS.
3. In consideration of RIVERSIDE's performance of the services set forth herein, MORENO VALLEY shall pay RIVERSIDE a portion of the total cost of electrical energy, routine maintenance, repairs, and emergency service, including all of RIVERSIDE'S costs for wages, benefits, transportation, materials, and administrative

accounting in proportion to the percentage of the LOCATIONS owned by MORENO VALLEY as set forth in the attached Appendix "A". RIVERSIDE shall be responsible for that portion of the total aforementioned costs in proportion to the percentage of the LOCATION owned by RIVERSIDE, more particularly set forth in the attached Appendix "A".

4. Records for the work performed under this AGREEMENT shall be kept by RIVERSIDE in accordance with standard RIVERSIDE practices and shall include the costs of all services performed. RIVERSIDE shall, every six (6) months, submit to MORENO VALLEY, an itemized accounting of the costs of all services performed under this AGREEMENT (with adequate documentation) incurred by RIVERSIDE to date and which have not already been paid either by RIVERSIDE or MORENO VALLEY and a statement for MORENO VALLEY's proportionate share of said costs.
5. MORENO VALLEY shall pay to RIVERSIDE, on a reimbursement basis, an amount equal to the proportionate share of the costs described above within thirty (30) days after receipt of an itemized statement from RIVERSIDE as set forth in paragraph 4 above. In the event that MORENO VALLEY disputes the amounts stated on any itemized statement, MORENO VALLEY shall submit within the same thirty (30) day period, written notice of such dispute and the basis for the dispute. The PARTIES shall endeavor to resolve any such disputes within a reasonable time after RIVERSIDE receives a notice of dispute.
6. This AGREEMENT shall become effective thirty (30) calendar days following the date this AGREEMENT is approved by MORENO VALLEY City Council. MORENO VALLEY will provide RIVERSIDE written notice of the official MORENO VALLEY City Council action approving the AGREEMENT no later than two weeks following said

MORENO VALLEY City Council action. This AGREEMENT shall remain in force and effect until terminated by any of the parties upon thirty (30) days written notice to the other party.

7. If RIVERSIDE is of the reasonable opinion that any work RIVERSIDE has been directed to perform is beyond the scope of this AGREEMENT ("Extra Work"), RIVERSIDE shall promptly notify MORENO VALLEY in writing of that opinion and MORENO VALLEY shall have up to forty-eight (48) hours to approve or deny the "Extra Work". However, for purposes of RIVERSIDE proceeding to perform the same, this is not intended to deny MORENO VALLEY their civil legal remedies in the event of a dispute. In the event MORENO VALLEY agrees that such work does indeed constitute Extra Work and authorizes RIVERSIDE to perform the Extra Work, MORENO VALLEY shall provide extra compensation to RIVERSIDE upon fair and equitable basis in accordance with RIVERSIDE's standard rate and proportion to the percentage of the LOCATION owned by MORENO VALLEY, more particularly set forth in the attached Appendix "A".
8. This AGREEMENT may be amended to include or delete facilities within the definition of TRAFFIC CONTROL DEVICES or to include or delete other terms and conditions of this AGREEMENT by written amendment, signed by MORENO VALLEY's Public Works/City Engineer and RIVERSIDE's Public Works Director, without further review or approval of the MORENO VALLEY and RIVERSIDE City Councils. Any amendment or modification of this AGREEMENT requiring a supplemental appropriation by RIVERSIDE shall be subject to approval of the RIVERSIDE City Council.
9. RIVERSIDE shall indemnify, defend, and hold harmless MORENO VALLEY, its officers, agents, servants, volunteers, and employees from any and all liability, claims,

defends, debts, damages, suits, actions, and causes of actions of whatsoever kind, nature or sort, including, but not by way of limitation, wrongful death, personal injury or damage to property, the expenses of the defense of said PARTIES and payment of attorney's fees in any such manner connected with the actual or alleged negligent acts or omissions or willful misconduct of RIVERSIDE's officers, employees, agents, or volunteers in connection with RIVERSIDE performance of its obligations under this AGREEMENT.

MORENO VALLEY shall indemnify, defend, and hold harmless RIVERSIDE its officers, agents, servants, volunteers, and employees from any and all liability, claims, defends, debts, damages, suits, actions, and causes of actions of whatsoever kind, nature or sort, including, but not by way of limitation, wrongful death, personal injury or damage to property, the expenses of the defense of said PARTIES and payment of attorney's fees in any such manner connected with the actual or alleged negligent acts or omissions or willful misconduct of MORENO VALLEY officers, employees, agents, or volunteers in connection with MORENO VALLEY's performance of its obligations under this AGREEMENT.

In the event that MORENO VALLEY and/or RIVERSIDE are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this AGREEMENT, MORENO VALLEY and/or RIVERSIDE shall indemnify the other to the extent of their comparative fault, as set forth in Government Code section 895, et. seq.

10. This AGREEMENT contains the entire agreement of the PARTIES with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements pertaining to the LOCATIONS.

11. Any notice required or permitted to be sent to each party shall be sent by regular mail, addressed as follows:

CITY OF RIVERSIDE
City Traffic Engineer
3900 Main Street
Riverside, California 92522

CITY OF MORENO VALLEY
City Traffic Engineer
14177 Frederick Street
Moreno Valley, California 92335

12. This AGREEMENT shall be governed by the laws of the State of California. Any action or proceeding between RIVERSIDE and MORENO VALLEY concerning the interpretation or enforcement of this AGREEMENT, or which arises out of or is in any way connected with this AGREEMENT, shall be instituted and prosecuted in the appropriate state court in Riverside, California.
13. Time is of the essence for each and every provision of this AGREEMENT.
14. Since the PARTIES or their agents have participated fully in the preparation of this AGREEMENT, the language of this AGREEMENT shall be construed simply, accordingly to its fair meaning, and not strictly for any or against any party. Any term referencing time, days, or period for performance shall be deemed calendar days and not work days. The caption of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this AGREEMENT.
15. If a court competent jurisdiction declares any portion of this AGREEMENT invalid, illegal, or otherwise unenforceable, the remaining provisions shall continue in full force and effect, unless the purpose of this AGREEMENT is frustrated.
16. MORENO VALLEY acknowledges that RIVERSIDE and its hired contractors are required to pay the general prevailing wage rates of per diem wages and overtime and

holiday wages determined by the Director of the Department of Industrial Relations under Section 1720 et seq. of the California Labor Code and implemented by Resolution No. 13346 of the City Council of the City of Riverside for performance of the services, and that MORENO VALLEY's reimbursement obligation to RIVERSIDE set forth herein shall be subject to such costs. The Director's determination is available on-line at www.dir.ca.gov/dlsr/DPreWageDetermination.htm and is referred to and made a part hereof; the wage rates therein ascertained, determined, and specified are referred to and made a part hereof as though fully set forth herein.

17. During the PARTIES performance of this Agreement, the PARTIES shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition, including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex, or sexual orientation, in the selection and retention of employees and subcontractors and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, the PARTIES further agree to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.
18. The PARTIES shall keep fully informed of federal, state and local laws and ordinances and regulations which in any manner affect those employed by the PARTIES, or in any way affect the performance of services by the PARTIES pursuant to this Agreement. The PARTIES shall at all times observe and comply with all such laws, ordinances and regulations, and shall be solely responsible for any failure to comply with all applicable laws, ordinances and regulations.

19. No action or failure to act by a party shall constitute a waiver of any right or duty afforded the other party under this Agreement, nor shall any such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically, provided in this Agreement or as may be otherwise agreed in writing.

IN WITNESS WHEREOF, the PARTIES hereto have caused this AGREEMENT to be executed by their duly authorized representatives on _____, 20____.

MORENO VALLEY

CITY OF RIVERSIDE, a California charter city and municipal corporation

By: _____
Mayor

By: Belenh J. Dehan
City Manager

Attest:

Attest:

By: _____
MORENO VALLEY Clerk

By: Col. [Signature]
RIVERSIDE City Clerk

Approved as to form:

Approved as to form:

By: _____
MORENO VALLEY
City Attorney's Office

By: [Signature]
RIVERSIDE
City Attorney's Office

APPROVED AS TO CONTENT

By: _____
MORENO VALLEY
Public Works Director/City Engineer

APPENDIX "A"

**MAINTENANCE AND OPERATION AGREEMENT FOR
TRAFFIC SIGNAL AND SAFETY LIGHTING LOCATIONS WITHIN THE CITIES OF
MORENO VALLEY AND RIVERSIDE**

<u>LOCATION</u>	<u>% OF OWNERSHIP</u>		
Day Street/Canyon Springs Parkway	Moreno Valley	=	50%
	Riverside *	=	50%
Day Street/Campus Parkway	Moreno Valley	=	50%
	Riverside *	=	50%
Day Street/Gateway	Moreno Valley	=	50%
	Riverside *	=	50%
Day Street/Eucalyptus Avenue	Moreno Valley	=	75%
	Riverside *	=	25%
Eucalyptus Avenue/Valley Springs	Moreno Valley	=	75%
	Riverside *	=	25%
Alessandro Boulevard/Old 215	Moreno Valley	=	75%
	Riverside *	=	25%

* Denotes maintenance Responsibility

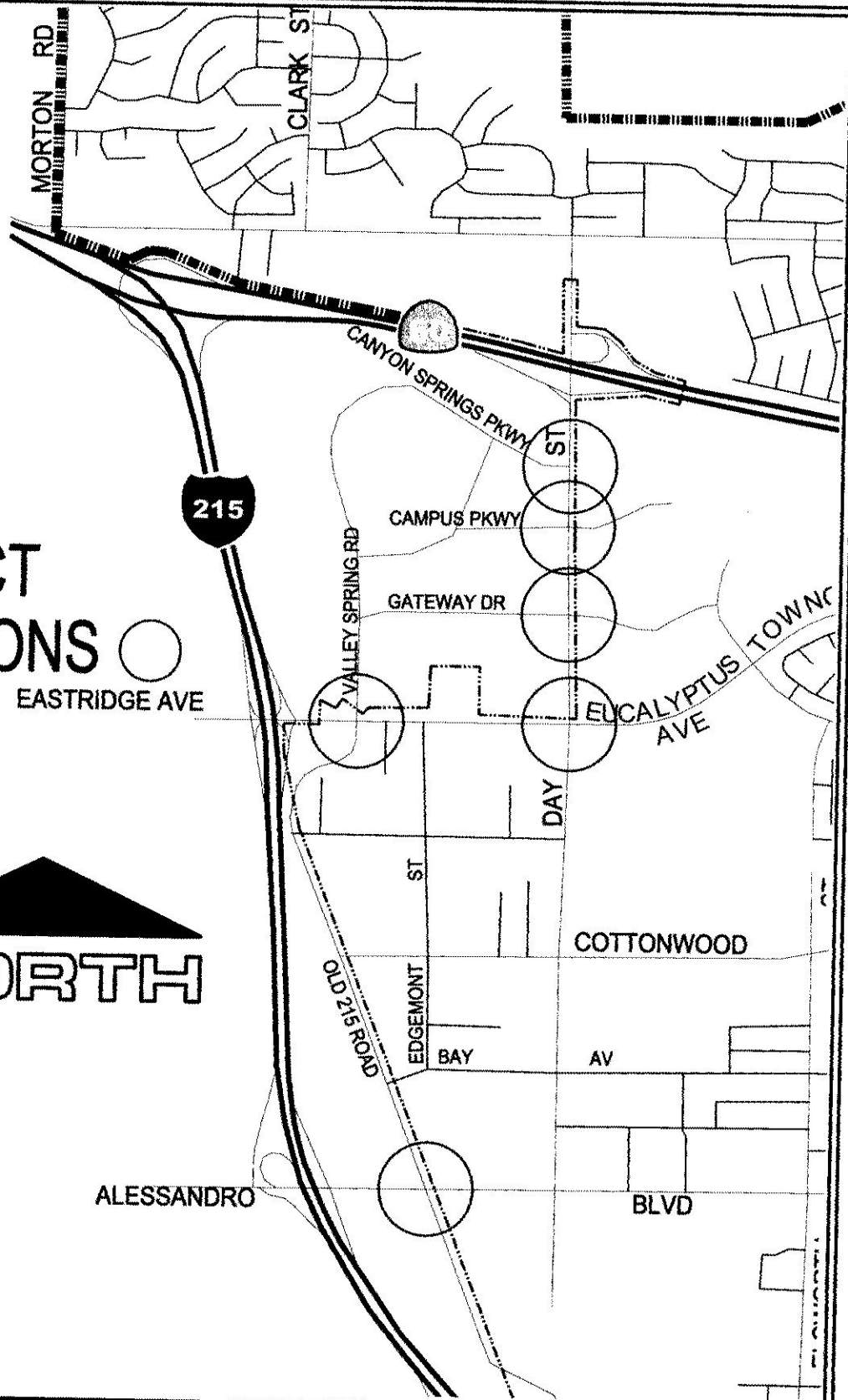
By: _____
 MORENO VALLEY
 Public Works Director/City Engineer

By:  _____
 RIVERSIDE
 Public Works Director

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PROJECT LOCATIONS

○ EASTRIDGE AVE



MORENO



VALLEY

LOCATION MAP

Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "B"

TRAFFIC SIGNALS AND HIGHWAY SAFETY LIGHTING SHARED BETWEEN THE CITIES OF RIVERSIDE AND MORENO VALLEY

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**MINUTES - REGULAR MEETING OF NOVEMBER 9, 2010
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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**MINUTES - REGULAR MEETING OF NOVEMBER 9, 2010
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

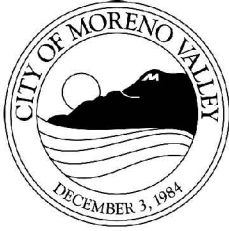
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**MINUTES - REGULAR MEETING OF NOVEMBER 9, 2010
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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

Report to City Council

TO: Mayor and City Council

FROM: Kyle Kollar, Interim Community Development Director

AGENDA DATE: November 30, 2010

TITLE: RESOLUTION TO ADOPT THE ADJUSTMENT OF PARKING CONTROL BAIL SCHEDULE

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing and adopt Resolution 2010-104, approving an adjustment to the FY10/11 Fee Schedule.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable

BACKGROUND

Governance of local courthouses shifted from the counties to the state with the Trial Court Facilities Act of 2002. As a result of the act, the state, through the Judicial Council and the Administrative Office of the Courts' (AOC's), Office of Court Construction and Management, began assuming responsibility for the operation, maintenance, renovation, and construction of local court facilities.

Periodically, the state increases the per citation court construction costs to fund their capital outlay program for repairs, renovations, and replacement of court facilities in an effort to make them safer and more secure. Under current law, adjustments can be made to the court construction fees to accommodate hardship cases and to guarantee access to justice.

DISCUSSION

On October 19, 2010, the California State Senate passed SB 857 as part of the state budget process. SB 857 increases the court construction portion of parking citations by \$3.00 per citation. The new surcharge is effective 60 days after the bill is chaptered or on December 19, 2010.

ALTERNATIVES

1. Adopt Resolution 2010-104 approving the adjustments to the FY10/11 Fee Schedule for parking violations.
2. Elect not to adopt the proposed changes to the Fee Schedule and provide staff with further direction.

FISCAL IMPACT

The Code and Neighborhood Services Division is responsible for the issuance of approximately 25,435 parking citations annually. Therefore, failure to adopt the proposed Resolution would result in the loss of approximately \$76,000 dollars of revenue yearly.

There would be no fiscal impact should the City Council decide to adopt the resolution in support of the fee increase.

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.

NOTIFICATION

The Public Hearing for the proposed Resolution to establish specified fees for parking violations was properly noticed in the Press-Enterprise on November 5th and November 12th, 2010.

ATTACHMENTS/EXHIBITS

Attachment A – Resolution 2010-104

Prepared By: Al Brady
Code and Neighborhood Services Official

Department Head Approval: Kyle Kollar
Interim Community Development Director

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

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RESOLUTION NO. 2010-104

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ESTABLISHING SPECIFIED FEES FOR PARKING VIOLATIONS FOR FISCAL YEAR 2010-11 AND REPEALING PRIOR RESOLUTIONS THAT MAY BE IN CONFLICT

WHEREAS, the City Council has in the past approved and adopted fee schedules for various services provided by the City for the benefit of a limited number of persons; and

WHEREAS, the cost of rendering such services should be borne by the beneficiaries of such service; and

WHEREAS, data supporting the estimated cost of providing said services has been made available to the City Council and to the public; and

WHEREAS, the City Council has duly considered at a duly noticed public hearing the question of whether or not to modify existing fees and establish new fees for such services, to provide more equitable cost recovery for such services; and

WHEREAS, at said hearing, the City Council duly considered all public comments which were made with respect to said question;

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

1. The fee schedule attached as Exhibit "A" hereto is hereby approved and adopted.
2. All prior enactments of the City Council establishing fees for services, materials, impact and mitigation are hereby repealed to the extent that such enactments establish fees for services, materials and mitigation which are different than the fees established therefore by this Resolution, but shall otherwise remain in full force and effect.
3. All fees established by this Resolution shall, when collected, be paid to the City Treasurer for deposit into the General Fund of the City or into such special funds as may be otherwise required by law.

1 Resolution No. 2010-
Date Adopted: November 30, 2010
Attachment A

4. If any provision, clause, sentence or paragraph of this Resolution or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect any other provision or application of the provisions of this Resolution which can be given effect without the invalid provision or application, and to this end the provisions of this Resolution are hereby declared to be severable.

5. Each fee or charge set by this Resolution is for the specific process or service to which the fee or charge is related. When a process or service in addition thereto is requested or required, the appropriate additional fee or charge shall be imposed and collected only upon approval of the City Council.

6. When a fee or charge is indicated on a unit basis, a fee or charge for each such unit or portion of a unit associated with the requested or required process or service shall be imposed and collected.

7. The fees approved, increased and established herein shall become effective December 10, 2010.

APPROVED AND ADOPTED this 30th day of November, 2010.

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.]

3 Resolution No. 2010-
Date Adopted: November 30, 2010
Attachment A

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Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.12.130	Parked in violation of designated curb color	\$ 28.50	\$ 12.50	\$ 41.00	\$ 69.50	\$ 12.50	\$ 82.00
12.12.130	No standing/stopping/parking anytime (posted)	\$ 28.50	\$ 12.50	\$ 41.00	\$ 69.50	\$ 12.50	\$ 82.00
12.12.130	Posted time 6 p.m. to 6 a.m. (commercial vehicle)	\$ 28.50	\$ 12.50	\$ 41.00	\$ 69.50	\$ 12.50	\$ 82.00
12.38.040	Vehicle parked on street in excess of 72 hours	\$ 28.50	\$ 12.50	\$ 41.00	\$ 69.50	\$ 12.50	\$ 82.00
12.42	No parking (street sweeping)	\$ 45.00	\$ 12.50	\$ 57.50	\$ 102.50	\$ 12.50	\$ 115.00
6.04.030p5c	Parking on unimproved surface	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
11.24.200	Inoperative vehicle in view in excess of 72 hours	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.38.020A	It is unlawful to park or leave standing any of the following: Any vehicle or trailer which is used to transport animals or which harbors vermin or pestilence or which emits noxious or nuisance odors on any highway, street, road alley or on any public or private property within the city.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020A2	Any vehicle or trailer which contains any hazardous substances as defined in section 2452 of the California Vehicle Code on any highway, street, road, alley or on any public or private property within the city.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020A3	Any trailer, utility trailer, boat trailer, boat, camper, camper shell, camp trailer, trailer coach or semi-trailer that is non-self propelled, non-motorized or not capable of movement under its own power and which is unattached to a vehicle on any highway, street, road or alley within the city.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020A4	Any vehicle on any highway, street, road or alley within the city for the purpose of servicing or repairing such vehicle except when necessitated by an emergency.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00

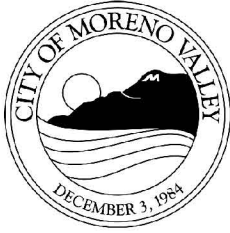
Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.38.020B	It is unlawful to park or leave standing any commercial vehicle, truck, trailer or semi-trailer having a manufacturer's gross vehicle weight rating (Vehicle Code Section 390) of ten thousand (10,000) pounds or more as described in the following:						
12.38.020B1	On any highway, street, road, alley or private property within the residential district within the city.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020B2	On any vacant or unimproved non-residential property in the city.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020B3	On any residential property so that any part of such vehicle is within one hundred (100) feet of any human dwelling.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020B4	Within one hundred fifty (150) feet of any driveway opening.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020B5	Within any commercially zoned property for the purpose other than doing business at the site, or for the purpose not related to such business operation, or remaining parked or standing for longer than reasonably appropriate to do such business or acts related to such business operations.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020B6	On any residential property so that any part of such vehicle is within fifteen (15) feet of the property line, a public sidewalk or a public or private roadway edge.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020B7	On any alley within the city.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 156.50	\$ 12.50	\$ 172.00
12.38.020B7	On any highway, street or road which is adjacent to a parcel upon which there exists a public facility. Within the meaning of this subsection, "public facility" includes, but is not limited to, parks, schools and civic buildings.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020B9	Any unattached semi-trailer on a public highway, street, road or alley within the city.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00
12.38.020C	While adjacent to a developed residential area within the city, the operator shall not idle the vehicle's engine for longer than fifteen (15) minutes.	\$ 73.50	\$ 12.50	\$ 86.00	\$ 159.50	\$ 12.50	\$ 172.00

Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

C. V. C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
5204	Improper display of tabs	\$ 45.00	\$ 12.50	\$ 57.50	NA	NA	NA
	Improper display of tabs with correction	\$ 5.00	\$ 5.00	\$ 10.00	NA	NA	NA
21113(a)	Unauthorized parking upon public grounds	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
21211(a)	Stopping in bicycle lane	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(a)	Parking unlawfully, within intersection	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(b)	Parking unlawfully, on crosswalk	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(c)	Parking unlawfully, adjacent to safety zone	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(d)	Parking unlawfully, within 15 feet of fire station driveway	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(e)	Parking unlawfully, blocking any driveway	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(f)	Parking unlawfully, on a sidewalk	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(g)	Parking unlawfully, blocking excavation	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(h)	Parking unlawfully, double parking	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(i)	Parking unlawfully, in posted bus loading zone	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(k)	Parking on a bridge, unless otherwise permitted or authorized	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22500(l)	Parking unlawfully, blocking sidewalk wheelchair access	\$ 420.00	\$ 12.50	\$ 432.50	NA	NA	NA
22500.1	Parking unlawfully, in posted fire area	\$ 50.00	\$ 12.50	\$ 62.50	\$ 112.50	\$ 12.50	\$ 125.00
22502(a)	Vehicle parked with right wheels in excess of 18" from right hand curb (exception: Motorcycles shall be parked with at least one wheel touching the right hand curb).						
22507.8(a)	Parking in space designated for disabled	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22507.8(b)	Obstruct or block disabled parking space	\$ 420.00	\$ 12.50	\$ 432.50	NA	NA	NA
22507.8(c)	Parking in cross-hatch area designated for disabled	\$ 420.00	\$ 12.50	\$ 432.50	NA	NA	NA
22514	Parking within 15 feet of fire hydrant	\$ 50.00	\$ 12.50	\$ 62.50	\$ 112.50	\$ 12.50	\$ 125.00
22515(b)	Unattended vehicle wheels not blocked, and/or parking brake	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
22522	Parking within 3 feet of a sidewalk access ramp	\$ 420.00	\$ 12.50	\$ 432.50	NA	NA	NA
22658	Unauthorized parking	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00
40226	Failure to display handicapped placard	\$ 20.00	\$ 12.50	\$ 32.50	NA	NA	NA
	Other	\$ 20.00	\$ 12.50	\$ 32.50	\$ 52.50	\$ 12.50	\$ 65.00

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

Report to City Council

TO: Mayor and City Council

FROM: Kyle A. Kollar, Interim Community Development Director

AGENDA DATE: November 30, 2010

TITLE: A public hearing on a Municipal Code Amendment (PA10-0031) to the Permitted Uses Table 9.02.020-1 in Title 9 to allow pharmacies as a support use to a medical office in the Business Park-Mixed Use (BPX) zone.

RECOMMENDED ACTION

Staff recommends that the City Council conduct a public hearing for Municipal Code Amendment PA10-0031, and subsequent to the public hearing:

- 1. RECOGNIZE** that application PA10-0031 (Municipal Code Amendment) will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15305, Minor Alterations to Land Use Limitations, as a Class 5 Categorical Exemption; and
- 2. INTRODUCE** Ordinance No. 819 thereby **APPROVING** Municipal Code Amendment PA10-0031, based on the findings in the City Council Ordinance.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Planning Commission, at its October 28, 2010, meeting approved Planning Commission Resolution No. 2010-19 by a vote of 4-0, recommending that the City Council recognize that Municipal Code Amendment PA10-0031 is exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15305, as a Class 5 Categorical Exemptions, and approve the Municipal Code Amendment.

BACKGROUND

The applicant, Dr. Jose Limon, has submitted application PA10-0031 for a Municipal Code Amendment that proposes the following changes to Permitted Uses Table 9.02.020-1 of Title 9:

- Add the pharmacy land use to the Business Park-Mixed Use (BPX) zone; and
- Revise footnote #4 of the table to specify that a pharmacy in the BPX zone is only permitted as a support use to a medical office facility.

Under a separate administrative application, the applicant is proposing a pharmacy within the medical office complex located on the south side of Alessandro Boulevard between Elsworth Street and Veterans Way, which is located in the BPX zone.

The Municipal Code currently identifies a pharmacy as a permitted use within the Office Commercial (OC) zone when in support of a medical office facility. The Village Office Residential (VOR) zone of the Village Specific Plan (SP #207) also considers a pharmacy a permitted use when in support of a medical facility.

Municipal Code Section 9.04.020.B states that the intent of the Office Commercial (OC) zone is to provide for the establishment of business, corporate and administrative office, as well as commercial services which are supportive to major business developments. Retail uses which support office developments are also permitted subject to limitations.

Municipal Code Section 9.05.020.D states that the intent of the Business Park-Mixed Use (BPX) zone is to provide locations for limited convenience commercial and business support services within close proximity to industrial and business park uses.

The medical office land use category is a permitted use within the Business Park-Mixed Use (BPX) zone. Allowing a pharmacy as a support use to a medical office facility, would be consistent with the intent of the BPX zone as well as the City's current policy of allowing a pharmacy in the OC zone as a support use to medical office facilities.

Planning Commission Public Hearing

A Planning Commission public hearing for the project was conducted on October 28, 2010. There were no requests from the public to speak at this meeting, nor any public inquiries during the ten day noticing period.

The Planning Commissioners briefly discussed the project with all commissioners in attendance speaking in favor of the amendment. The Planning Commission then voted 4-0 to recommend that the City Council approve the Municipal Code Amendment.

DISCUSSION

If approved, the proposed amendment would be effective city-wide. For reference, the following properties are currently zoned BPX:

- North side of Cactus Avenue between Commerce Center Dr. and Elsworth St.;
- South side of Alessandro Boulevard between Elsworth St. and Veterans Wy.;
- Northwest and northeast corners of Alessandro Blvd. and Frederick St.;
- Northeast corner of Graham St. and Cactus Ave.;
- Southeast corner of Grant St. and Alessandro Blvd.;
- Southwest and southeast corners of Graham St. and Alessandro Blvd.;
- Southwest corner of Heacock St. and Alessandro Blvd.; and
- Northwest corner of Eucalyptus Ave. and Encilia Ave.

Planning staff has reviewed the Permitted Use Table as well as chapters in the Municipal Code related to the Office Commercial (OC) and Business Park-Mixed Use zones and determined that the applicant's request is consistent with the stated intent of the BPX zone as well the City's current policy in recognizing pharmacies as a support use for medical office uses in the OC zone. An example of this relationship is the pharmacy that was approved for occupancy in the medical office building located at 11441 Heacock Street.

ENVIRONMENTAL

Although the proposed Municipal Code Amendment will be effective citywide, it addresses minor land use matters and does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley.

As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

ALTERNATIVES

1. The City Council could deny the project. If denial of the project is chosen, it is recommended that the item be continued in order to complete the necessary resolution and findings for a denial.
2. The City Council could approve the project.
3. The City Council could modify the project as presented.
4. The City Council could refer the project back to the Planning Commission with direction.

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

A display notice was published in the newspaper and a public notice was posted at required City locations. As of the date of report preparation, staff had received no public inquiries in response to the noticing for this project.

ATTACHMENTS/EXHIBITS

1. Public Hearing Notice
2. Ordinance for Municipal Code Amendment
3. BPX zoned properties
4. BPX zoned properties
5. Planning Commission Staff Report dated October 28, 2010 (excluding exhibits)
6. Planning Commission Minutes from October 28, 2010 Meeting
7. Revisions to Municipal Code Table 9.02.020-1
8. Applicant request letter for Municipal Code Amendment

Prepared By:
 Jeff Bradshaw
 Associate Planner

Department Head Approval:
 Kyle A. Kollar
 Interim Community Development Director

Concurred By:
 John C. Terell, AICP
 Planning Official

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



NOTICE OF CITY COUNCIL PUBLIC HEARING

THE CITY COUNCIL WILL CONSIDER AN AMENDMENT (PA10-0031) TO THE CITY OF MORENO VALLEY MUNICIPAL CODE. THE MUNICIPAL CODE AMENDMENT PROPOSES TO REVISE PERMITTED USES TABLE 9.02.020-1 BY ADDING PHARMACY AS A PERMITTED USE IN THE BUSINESS PARK-MIXED USE (BPX) ZONE.

The Municipal Code Amendment (PA10-0031) proposes to add the pharmacy use to the BPX zone only as a support or ancillary use to a medical office facility. Footnote #4 will be revised to reflect this limitation.

As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act, 2010 Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

The City Council may consider modifications or alternatives to the amendment or the environmental determination. The amendment is proposed to be exempt under California Environmental Quality Act Guidelines Section 15061 as defined by Section 15378.

Any person interested in the proposed project may contact Jeff Bradshaw at (951) 413-3224 or at the Community Development Department at 14177 Frederick Street, Moreno Valley, California, during normal business hours (7:30 a.m. to 5:30 p.m., Monday – Thursday).

If you challenge any of these items in court, you may be limited to raising only those issues you or someone else raised at the Public Hearing described in this notice, or in written correspondence delivered to the City Council on or before the following meeting date:

**Tuesday, November 30, 2010
6:30 P.M.
City Council Chamber
14177 Frederick Street
Moreno Valley, CA 92552-0885**

ATTACHMENT 1

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ORDINANCE NO. 819

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, APPROVING APPLICATION PA10-0031 AMENDING THE MUNICIPAL CODE TO MAKE CHANGES TO PERMITTED USES TABLE 9.02.020-1 BY ADDING THE PHARMACY LAND USE TO THE BUSINESS PARK-MIXED USE (BPX) ZONE.

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

SECTION 1. PRIOR ENACTMENTS REPEALED:

1.1 All prior enactments of the City, which are in conflict with this Ordinance, are hereby repealed, effective upon the date which this Ordinance becomes effective and operative.

SECTION 2: FINDINGS

2.1 With respect to the proposed Municipal Code Amendment, and based upon substantial evidence presented to the City Council during the public hearing on November 30, 2010, including written and oral staff reports, and the record from the public hearing, the City Council hereby specifically finds as follows:

1. Conformance with General Plan Policies – The proposed Municipal Code Amendment is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The project proposes changes to Permitted Uses Table 9.02.020-1 of the Municipal Code. The proposed Municipal Code Amendment is consistent with and does not conflict with the goals, objective, policies or programs of the General Plan.

2. Health, Safety and Welfare – The proposed amendment will not adversely affect the public health, safety or general welfare.

FACT: The proposed Municipal Code Amendment will not adversely affect the public health, safety or general welfare. As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption. No land use changes on specific parcels of land are included in the proposed Municipal Code Amendment.

3. Conformance with Title 9 – The proposed Municipal Code Amendment is consistent with the purposes and intent of Title 9.

ATTACHMENT 2

FACT: The proposed amendment meets all applicable Municipal Code requirements. As proposed, the amendment is consistent with the purposes and intent of Title 9.

SECTION 3 MUNICIPAL CODE AMENDMENT:

3.1 Chapter 9.02 of Title 9 of the City of Moreno Valley Municipal Code is hereby revised as follows:



Permitted Uses Table 9.02.020-1																								
	H	R	R	R	R	R	R	R	R	R	M	M	N	V	O	O	P	I	L	B	B	O		
	R	R	1	A	2	3	5	S	1	1	2	U	U	C	C	C								
				2				0	0	5	0	1	2											
Nursery, (Plant) Wholesale and distribution	X	X	X	X															X	X			X	
Offices (Administrative and Professional)											X	X	X	X	X	X				X	X	X	X	
Open Air Theaters																		C					C	
Orphanages	C	C	C	C	C	C	C	C	C	C														
Painting Contractor																			X	X				
Parcel Delivery Terminals																			X	X	X	X		
Parking Lot												C	C	C	X	X	C					X		
Parks and Recreation Facilities (Public)	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Personal Services (e.g., nail salons, massage establishment, barber and beauty shops, and tattoo parlors)											X	X	X	X	X	X							X	
Pharmacy*											X	X	X	X	X	X							X	
Photo Studios											X	X	X	X	X	X							X	
Plumbing Shops														X									X	
Plumbing Supply Stores for Contractors																				X	X	X		
Pool Hall																								
Postal Services											X	X	X	X	X	X				X	X	X		
Pottery Sales with Outdoor Sales												X	X	X	X				X			X	X	

* Permitted in the OC, BPX and VOR districts only as a support use to a medical office facility.

SECTION 4: EFFECT OF ENACTMENT:

4.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 5: NOTICE OF ADOPTION:

5.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be posted in three public places within the city.

SECTION 6: EFFECTIVE DATE:

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

APPROVED AND ADOPTED this 30th day of November, 2010.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

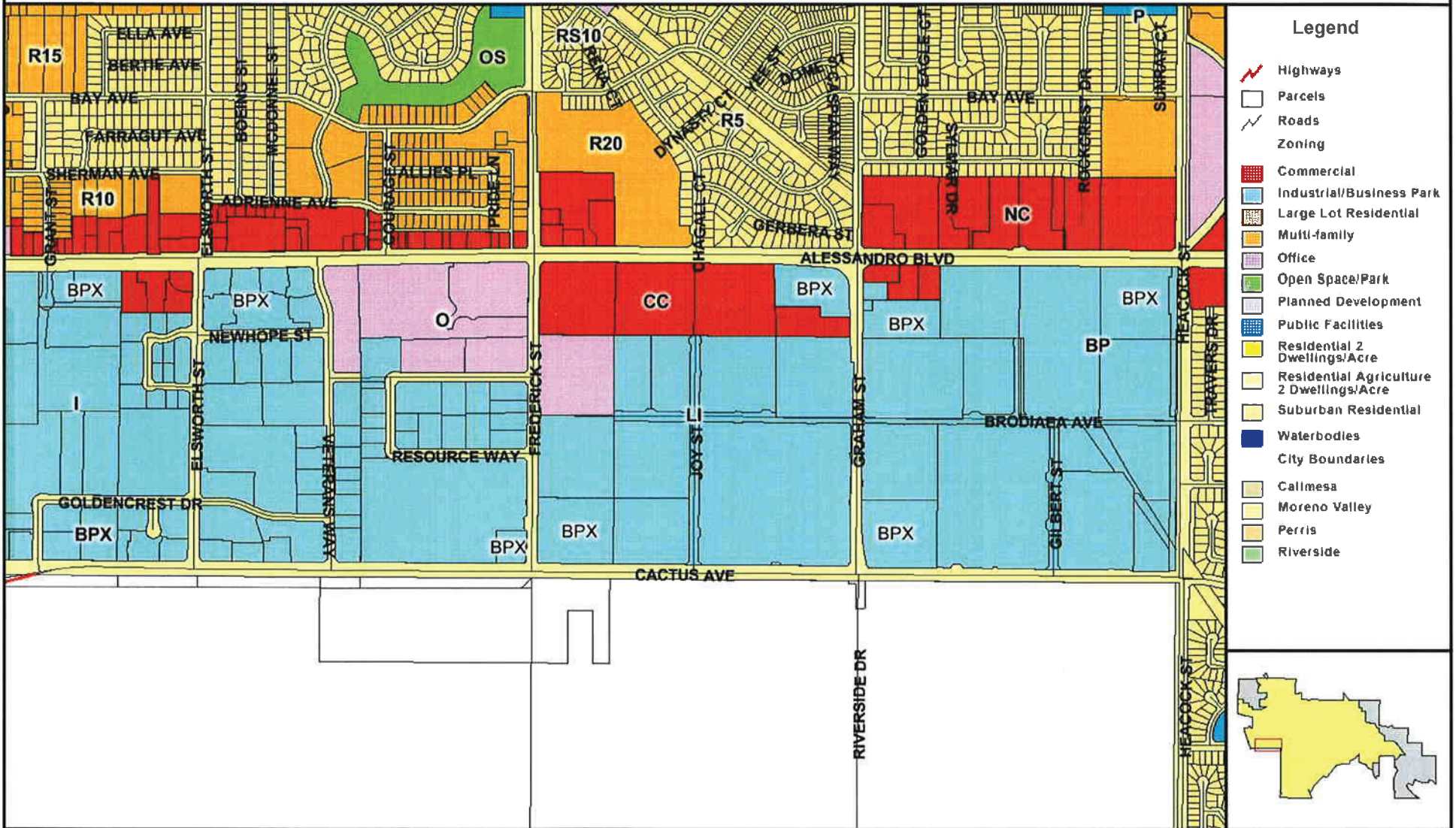
City Attorney

ORDINANCE JURAT

[Clerk's office will prepare]

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

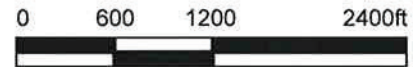
Attachment 3



ATTACH-261-3

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

DISCLAIMER: The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City of Moreno Valley will not be held responsible for any claims, losses, or damages resulting from the use of this map.



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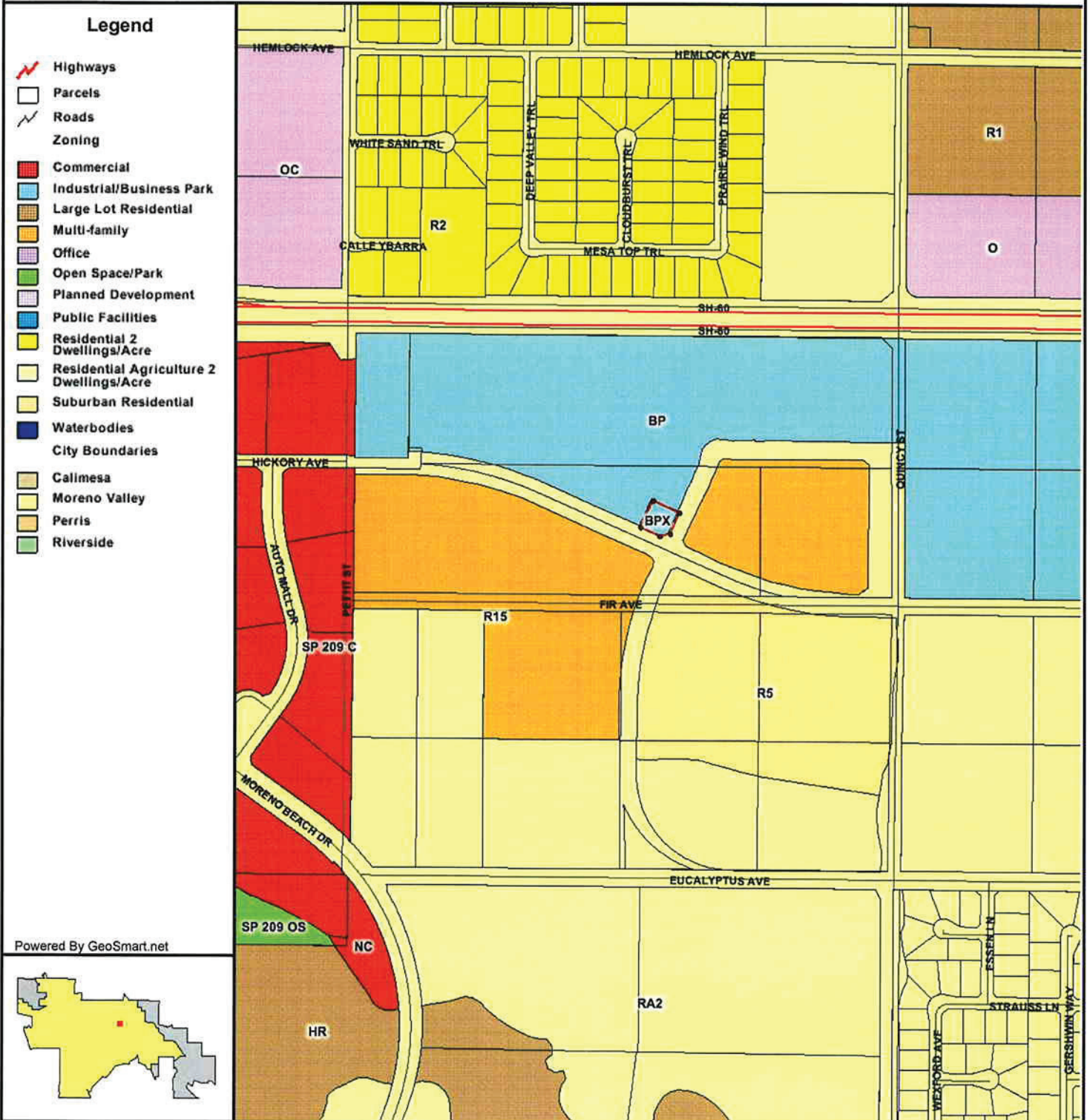
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Item No. E.2

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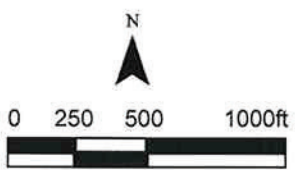
Attachment 4



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City of Moreno Valley
 14177 Frederick St
 Moreno Valley, CA 92553

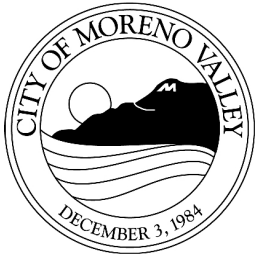
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PLANNING COMMISSION STAFF REPORT

Case: PA10-0031 – Municipal Code Amendment

Date: October 28, 2010

Applicant: City of Moreno Valley

Representative: Planning Division

Location: Citywide

Proposal: Municipal Code Amendment to change Permitted Uses Table 9.02.020-1 in Title 9 by adding the pharmacy land use to the Business Park-Mixed Use (BPX) zone.

Redevelopment Area: N/A

Recommendation: Approval

SUMMARY

PA10-0031 is an application to amend the Municipal Code by modifying the Permitted Uses Table in Title 9, to add the pharmacy land use to the BPX zone and revising footnote #4 of the table to clarify that a pharmacy in the BPX zone is only permitted as a support use to a medical office facility.

ATTACHMENT 5

Planning Commission Staff Report

Page 2

PROJECT DESCRIPTION

The applicant, Dr. Jose Limon, has submitted application PA10-0031 for a Municipal Code Amendment that proposes the following changes to Permitted Uses Table 9.02.020-1 of Title 9:

- Add the pharmacy land use to the Business Park-Mixed Use (BPX) zone; and
- Revise footnote #4 of the table to clarify that a pharmacy in the BPX zone is only permitted as a support use to a medical office facility.

Under a separate application, the applicant is proposing a pharmacy within the medical office complex located on the south side of Alessandro Boulevard between Elsworth Street and Veterans Way, which is located in the BPX zone.

Background

The Municipal Code currently identifies a pharmacy as a permitted use within the Office Commercial (OC) zone when in support of a medical office facility. The Village Office Residential (VOR) zone of the Village Specific Plan (SP #207) also considers a pharmacy a permitted use when in support of a medical facility.

Municipal Code Section 9.04.020.B states that the intent of the Office Commercial (OC) zone is to provide for the establishment of business, corporate and administrative office, as well as commercial services which are supportive to major business developments. Retail facilities which support the office developments are also permitted subject to limitations.

Municipal Code Section 9.05.020.D states that the intent of the Business Park-Mixed Use (BPX) zone is to provide locations for limited convenience commercial and business support services within close proximity to industrial and business park uses.

The medical office land use category is a permitted use within the Business Park-Mixed Use (BPX) zone. Allowing a pharmacy as a support use to a medical office facility, would be consistent with the intent of the BPX zone as well as the City's current policy of allowing a pharmacy in the OC zone as a support use to medical office facilities.

Please see Exhibit A to Planning Commission Resolution No. 2010-19 for a copy of the proposed revisions to Permitted Uses Table 9.02.020-1.

If approved, the proposed amendment would be effective city-wide. For reference, the following properties are currently zoned BPX:

- North side of Cactus Avenue between Commerce Center Dr. and Elsworth St.;
- South side of Alessandro Boulevard between Elsworth St. and Veterans Wy.;
- Northwest and northeast corners of Alessandro Blvd. and Frederick St.;
- Northeast corner of Graham St. and Cactus Ave.;
- Southeast corner of Grant St. and Alessandro Blvd.;

Planning Commission Staff Report
Page 3

- Southwest and southeast corners of Graham St. and Alessandro Blvd.;
- Southwest corner of Heacock St. and Alessandro Blvd.; and
- Northwest corner of Eucalyptus Ave. and Encilia Ave.

Please see Attachments 3 and 4 for maps that reference the BPX zoned properties listed above.

REVIEW PROCESS

Planning staff has reviewed the Permitted Use Table as well as chapters in the Municipal Code related to the Office Commercial and Business Park-Mixed Use zones and determined that the applicant's request is consistent with the stated intent of the BPX zone as well the City's current policy in recognizing pharmacies as a support use for medical office uses. An example of this relationship is the pharmacy that was approved for occupancy in the medical office building at 11441 Heacock Street.

ENVIRONMENTAL

Although the proposed Municipal Code Amendment will be effective citywide, it addresses minor land use matters and does not have the potential to adversely affect the public health, safety or welfare of the population residing in the City of Moreno Valley.

As a minor alteration to land use limitations, the Municipal Code Amendment is determined to be exempt under California Environmental Quality Act Guidelines, per Section 15305, as a Class 5 Categorical Exemption.

NOTIFICATION

A display notice was published in the newspaper and a public notice was posted at required City locations. As of the date of report preparation, staff had received no public inquiries in response to the noticing for this project.

STAFF RECOMMENDATION

Staff recommends that the Planning Commission adopt Resolution No. 2010-19 and thereby recommend that the City Council take the following actions:

1. **RECOGNIZE** that application PA10-0031 (Municipal Code Amendment) will not have a significant effect on the environment and is therefore exempt from the provisions of the California Environmental Quality Act (CEQA), per CEQA Guidelines Section 15305, as a Class 5 Categorical Exemption.
2. **APPROVE** PA10-0031 (Municipal Code Amendment) as referenced on Exhibit A.

Prepared by:

Approved by:

Jeff Bradshaw
Associate Planner

John C. Terrell, AICP
Planning Official

ATTACHMENTS:

1. Public Hearing Notice
2. Planning Commission Resolution No. 2010-19
Exhibit A – Revisions to Table 9.02.020-1
3. BPX zoned properties
4. BPX zoned properties

1 720

2
3 **PA10-0031 Municipal Code Amendment**

4
5 **CHAIR DE JONG** – Staff Report please

6
7 **ASSOCIATE PLANNER BRADSHAW** – Thank you and Good evening Chair De
8 Jong and members of the Planning Commission. My name is Jeff Bradshaw. I
9 am an Associate Planner in the Planning Division. Item 720 is a request by the
10 Applicant to amend the City's Municipal Code. In this case the proposal is to add
11 the pharmacy land use to the Business Park Mixed Use Zone in a support
12 capacity to medical office uses. The Municipal Code currently allows for this type
13 of a land use arrangement within the Office Commercial Zone and the Village
14 Office Zone within the Village Specific Plan also recognizes the pharmacy as an
15 appropriate land use when in support of medical office facilities.

16
17 By way of background, the stated intent or purpose of the Office Commercial
18 Zone includes the concept of land uses that are supportive in nature to office,
19 retail and commercial uses and in reviewing the Business Park Mixed Use Zone
20 the intent and purpose is similar. Again, it encourages or offers the opportunity
21 for land uses that would be supportive in nature. It is also important to note I
22 think that the medical office use itself is currently a permitted use within the BPX
23 Zone and allowing the pharmacy again in a support capacity within the BPX Zone
24 would be consistent with both the intent of the BPX Zone and also consistent with
25 current City practice or policy with regards to what is already being done within
26 the Office Commercial Zone.

27
28 In review again of what is being proposed against the backdrop of what the City
29 is currently allowing, Staff is supportive of this change. It is consistent with both
30 the intent of the Business Park Zone and it is also consistent with what we are
31 currently doing in the Office Commercial Zone.

32
33 For purposes of tonight's meeting, notice was published in the newspaper as well
34 as posted in various City locations in a manner consistent with the Municipal
35 Code. As of this evening I hadn't received any inquiries about this item and with
36 that Staff would recommend the following actions on the Planning Commission's
37 part. Based on the findings in Planning Commission Resolution No. 2010-19,
38 Staff would recommend that the Planning Commission make the following
39 recommendation to City Council; that the Council recognize that the Application
40 itself to change the Municipal Code would not have a significant effect on the
41 environment and is therefore exempt under the provisions of the California
42 Environmental Quality Act as a Class 5 Categorical Exemption and would further
43 recommend that Council approve this Municipal Code Amendment. With that,
44 that completes my presentation and I'd be happy to answer any questions that
45 you might have.

46
 ATTACHMENT 6

1 **CHAIR DE JONG** – Thank you. Are there any Commissioner questions of Staff?

2
3 **COMMISSIONER GELLER** – Is there a project pending for this change?

4
5 **ASSOCIATE PLANNER BRADSHAW** – There is. The Applicant, Dr. Limon also
6 has a separate application; an administrative application for a pharmacy as a
7 support use in the location he is looking at for his medical office. This change
8 would first need to be made in order to allow the pharmacy there.

9
10 **COMMISSIONER GELLER** – The pharmacy could be unrelated ownership?
11 There is no requirement that it be the same ownership?

12
13 **PLANNING OFFICIAL TERELL** – That's correct. The one up on Heacock for
14 example is in a medical office complex. It is tied in with some of the Doctors
15 there but it is actually a separate ownership.

16
17 **COMMISSIONER GELLER** – Okay

18
19 **COMMISSIONER SALAS** – Is that the one right across from Kaiser there? Is
20 that what we are talking about?

21
22 **PLANNING OFFICIAL TERELL** – No it is up on north Heacock near the flood
23 basin.

24
25 **COMMISSIONER SALAS** – Okay, up near...

26
27 **CHAIR DE JONG** – I assume that, just as a clarification, this does not change
28 any pharmacies located in retail right; retail buildings? It doesn't affect that at
29 all?

30
31 **ASSOCIATE PLANNER BRADSHAW** – That's correct. In this case the note is
32 very specific that would be added to the Permitted Uses Table that this would be
33 in a support capacity only.

34
35 **CHAIR DE JONG** – It just removes any stand alone pharmacy applications?

36
37 **ASSOCIATE PLANNER BRADSHAW** – That's correct

38
39 **COMMISSIONER SALAS** – So basically it is just a small pharmacy to facilitate
40 the park or the little center medical center. It is not like a Rite Aid or...

41
42 **ASSOCIATE PLANNER BRADSHAW** – No, not at all. In this case the Applicant
43 is proposing to occupy space in the medical office complex on Alessandro
44 Boulevard just to the west of City Hall.

45
46 **COMMISSIONER SALAS** – Yes, just take a suite.

1
2 **ASSOCIATE PLANNER BRADSHAW** – And the pharmacy would be there in
3 support of that use, but it couldn't go there without the medical office being in
4 place.

5
6 **COMMISSIONER SALAS** – It's convenient

7
8 **CHAIR DE JONG** – There are a few examples around town. Okay are there any
9 other comments? Okay I see no Speaker Slips but I'm going to go ahead and
10 open Public Testimony. Is there anybody that would like to speak on this item?
11 Nobody is coming forward. I will close Public Testimony and open Commissioner
12 Debate.

13 **COMMISSIONER GELLER** – Yes we had this and I don't remember when. I
14 know we had this discussion before in other zoning categories; internal
15 pharmacies and it is relatively common and it doesn't seem to be causing any
16 problem anywhere else. I don't see any reason not to allow this. It is not like we
17 have a shortage of pharmacies, but no I don't see any real justification in not
18 approving it so I will vote for approval.

19
20 **CHAIR DE JONG** – Thank you and I agree as well. I think there is lots of
21 justification around the City for the same thing. The doctor office building that we
22 go to has a pharmacy in it and there several examples like that; like the example
23 you mentioned up on Heacock, so I agree. I think it is a worthwhile endeavor.
24 Does anybody want to comment or is there somebody ready to make a motion.

25
26 **VICE CHAIR BAKER** – I move that we:

- 27 1. **RECOGNIZE** that the Application PA10-0031 Municipal Code
28 Amendment will not have a significant effect on the environment and is
29 therefore exempt from the provisions of the California Environmental
30 Quality Act (CEQA), per CEQA Guidelines Section 15305, as a Class 5
31 Categorical Exemption; and,
32 2. **APPROVE** PA10-0031 Municipal Code Amendment as referenced in
33 Exhibit A.

34
35 **PLANNING OFFICIAL TERELL** – Before you go ...

36
37 **COMMISSIONER GELLER** – We need to make an amendment. The preface to
38 this is that we **RECOMMEND** that the City Council perform these two actions.
39 We can't do it.

40
41 **CHAIR DE JONG** – Which is the first sentence...

42
43 **VICE CHAIR BAKER** – I'm sorry I missed that. And to amend my motion here
44 Staff recommends...

45
46 **COMMISSIONER GELLER** – No... we know that Staff recommends

1
2 **VICE CHAIR BAKER** – Okay is it to **RECOMMEND** that the City Council take the
3 following...

4
5 **COMMISSONER GELLER** – We **RECOMMEND**

6
7 **CHAIR DE JONG** – Right here

8
9 **VICE CHAIR BAKER** – Oh okay, sorry about that... Okay the Planning
10 Commissioner **ADOPT** Resolution No. 2010-19 and thereby **RECOMMEND** that
11 the City Council take following actions that I provided previously.

12
13 **COMMISSIONER GELLER** – Okay I'll second that motion

14
15 **CHAIR DE JONG** – Okay that's good, we have a motion and a second. Is there
16 any discussion? All those in favor?

17
18 Opposed – 0

19
20 **Motion carries 4 – 0, with two absent (Commissioner Dozier and**
21 **Commissioner Marzoeki)**

22
23 **CHAIR DE JONG** – Staff wrap up please

24
25 **PLANNING OFFICIAL TERELL** – Yes this recommendation will be forwarded to
26 the City Council for final review and action and that is scheduled for November
27 30th for the City Council.

28
29 **CHAIR DE JONG** – Okay thank you

30
31
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44
45
46 **800 OTHER BUSINESS**

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*Jose M. Limon M.D. Inc.
22695 Alessandro Blvd., Suite A, B & E
Moreno Valley, Ca. 92553
951-242-2226*

September 10, 2010

*City of Moreno Valley
Planning Division
14177 Frederick Street
PO Box 88005
Moreno Valley, Ca. 92553-0805*

*Attention: Planning Department – Permit # B1000161
Address Location: 22695 Alessandro Blvd., Suites A, B & E
Moreno Valley, Ca. 92553*

We are writing this letter to request a Development Code Amendment. We are under construction for tenant improvements at this time and plan to complete all work by November 15, 2010.

We are a medical practice moving to this location and would like to bring a pharmacy into our building. There are numerous physicians in the area and a pharmacy would benefit all patients who will be served at these locations.

At this time there is a General and Family Practice, Obstetrics, Pediatrics, Internal Medicine and a Dialysis center that surrounds our building and pharmacy is necessary to better serve patients being treated at these locations. It will also benefit the surrounding communities.

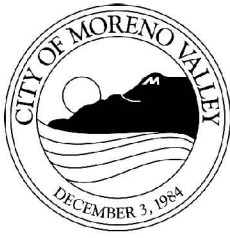
Your time and efforts are appreciated in considering this request.

Sincerely,


*Jose M. Limon M.D. Inc.
951-242-2226*

ATTACHMENT 8

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

Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk, CMC

AGENDA DATE: November 30, 2010

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

RECOMMENDED ACTION

Staff recommends that the City Council:

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

BACKGROUND

The City Clerk's Office posted a Notice of Opening to fill the vacancy for the teen member position on the Parks and Recreation Commission with a term expiring on November 25, 2012. Appropriate time frames with respect to posting notices of vacancies were followed.

As provided in the City's Municipal Code, the appointee will serve without compensation for a designated term.

The City Clerk's Office received two applications for this position. Applications were submitted by Terrienne Dixon and Adam Ramirez.

The applications were reviewed by the Parks and Recreation Commission staff liaison, who recommends that the City Council appoint Adam Ramirez to the Parks and Recreation Commission as a teenage member with a term expiring November 25, 2012.

ALTERNATIVES

A teenage member on the Parks and Recreation Commission provides input on activities and programs for teenagers in and around the City. By not appointing a teen representative, contributions from the teenage population would be greatly reduced, which is not consistent with the City Council goal of creating a positive environment for the development of Moreno Valley's future. Therefore, staff recommends that the City Council appoint a teen member to the Parks and Recreation Commission.

NOTIFICATION

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

ATTACHMENTS

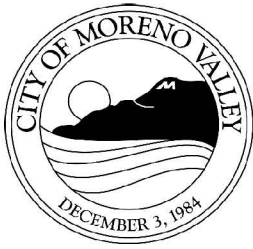
None

Prepared by:
Ewa Lopez
Deputy City Clerk, CMC

Department Head Approval:
Jane Halstead
City Clerk, CMC

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

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

Report to City Council

TO: Mayor and City Council

FROM: Robert Hansen, City Attorney

AGENDA DATE: November 30, 2010

TITLE: A PROPOSED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 12.50 TO THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO LIMITATIONS ON ENGINE IDLING

BACKGROUND

In May, 2007, our office prepared a report to the City Council addressing the question of whether or not the City of Moreno Valley could lawfully adopt an Ordinance regulating and restricting the idling of diesel engines within the City. Our office came to the conclusion that as long as the proposed Ordinance addressed a public nuisance or was more stringent than state or federal regulations, such regulation would be within the City's powers to enact and enforce.

Recently, our office was asked to prepare a draft ordinance regulating the idling of diesel engines within the City. The draft was presented at a Study Session on September 14, 2010 and was brought back with modifications to another Study Session on November 16, 2010.

DISCUSSION

Currently, California state law limits all vehicles with a gross weight of over 10,000 pounds from idling within the state for a period in excess of five minutes. Up until January, 2008, sleeper berths were exempt from this limitation. However, this exemption has since been removed and now all trucks exceeding 10,000 pounds are prohibited from idling in excess of 5 minutes. State law is enforced through the California Air Resources Board (ARB) and local air quality management districts.

The Ordinance presented for Council review is based on a model ordinance proposed by the Sacramento Air Quality Management District and in use in several Northern California cities. It has been modified based on feedback provided by the Council at the above-referenced Study Sessions. The proposed ordinance would apply the 5 minute rule to **all** diesel fueled vehicles, regardless of weight and to all vehicles in excess of 14,000 pounds using either gasoline or diesel fuels. Natural Gas or other reduced emission fuels would be exempt. The proposed ordinance also creates similar restrictions on the use of certain off-road equipment including construction equipment and refrigeration equipment. The use of refrigeration units on parked trucks will be limited to only those areas where commercial vehicle parking is currently authorized by the Municipal Code as long as it is not within 500 feet of a school.

The proposed ordinance does provide for exemptions for certain activities including idling in traffic, for testing or maintenance purposes, to cool down a turbo charged engine, for health and safety or to operate integral equipment, such as lifts, cranes, pumps, drills etc.

If the proposed ordinance were adopted, enforcement of its regulations could be performed by Moreno Valley Police or by an enforcement department designated by the City Manager such as Code Enforcement or Public Works staff. The proposed ordinance also authorizes local air quality management district staff to cite for violations as well. Criminal prosecution would be handled by the City Attorney's office.

ALTERNATIVES

The City Council may consider the following alternatives:

1. Adopt the Proposed Ordinance.
2. Direct staff to make changes to the ordinance and return to City Council meeting or study session on a later date with a revised Ordinance.
3. Take no action.

FISCAL IMPACT

Additional staff time in enforcement and prosecution would likely be offset by collection of fines. No significant fiscal impact is anticipated.

ATTACHMENTS/EXHIBITS

1. A PROPOSED ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 12.50 TO THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO LIMITATIONS ON ENGINE IDLING.

Prepared by:
Paul J. Early
Deputy City Attorney III

Department Head Approval:
Robert L. Hansen
City Attorney

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

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ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADDING CHAPTER 12.50 TO THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO LIMITATIONS ON ENGINE IDLING.

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

SECTION 1. MUNICIPAL CODE ADDED:

1.1 Chapter 12.50 of the Moreno Valley Municipal Code is hereby added to read as follows:

“Section 12.50.010 – Findings and Purpose

The City Council of the City of Moreno Valley finds that:

- (A) Air pollution is a major public health concern in California. Air pollution can cause or aggravate lung illnesses such as acute respiratory infection, asthma, chronic bronchitis, emphysema, and lung cancer. In addition to the health impact, air pollution imposes significant economic costs and negative impacts on our quality of life.
- (B) Exhaust from vehicles, both on and off road, is a public nuisance that is a substantial source of carbon monoxide, ozone precursors, particulate matter, toxic air contaminants, and greenhouse gases. Although new engines have become cleaner due to new technologies; the slow turn over in their inventory and the number of miles/hours the vehicles drive/idle each year is hindering progress toward regional air quality.
- (C) A study of idling exhaust emissions conducted by the U.S. Environmental Protection Agency (EPA420-R-02-025, October 2002) indicates that a typical 1980s – 2001 model year truck operating on diesel fuel emits 144 grams per hour of nitrogen oxide and 8224 grams per hour of carbon dioxide emissions and consumes about 0.82 gallons of diesel fuel while idling.
- (D) Truck idling further creates a public nuisance by creating a noise disturbance.

Section 12.50.020 – Definitions

- (A) “Driver” means any person who drives, operates, or is in actual physical control of a vehicle.
- (B) “Emergency” means a sudden, urgent, usually unforeseen occurrence.

Ordinance No.
Date Adopted:

Attachment 1

- (C) "Equipment Operator" means any person who is in actual physical control of a piece of off-road equipment.
- (D) "Gross Vehicle Weight Rating" means the weight specified by the manufacturer as the loaded weight of a single vehicle.
- (E) "Heavy-Duty Vehicle" means any on-road motor vehicle with a manufacturer's Gross Vehicle Weight Rating greater than 14,000 pounds.
- (F) "Idling" means the engine is running while the vehicle is stationary or the piece of off-road equipment is not performing work.
- (G) "Medium-Duty Vehicle" means any on-road motor vehicle with a manufacturer's Gross Vehicle weight rating of 6,001 to 14,000 pounds.
- (H) "Official Traffic Control Device" means any sign, signal, marking or device, consistent with Section 21400 of the California Vehicle Code, placed or erected by authority of a public body or having official jurisdiction, for the purpose of regulating, warning, or guiding traffic, but does not include islands, curbs, traffic barriers, speed humps, speed bumps, or other roadway design features.
- (I) "Official Traffic Control Signal" means any device, whether manually, electrically, or mechanically operated, by which traffic is alternately directed to stop and proceed and which is erected by authority of a public body or official having jurisdiction.
- (J) "Off-Road Equipment" means all non-road equipment with a horsepower rating of 50 or greater.
- (K) "Transport Refrigeration Unit" or "TRU" means a refrigeration system powered by an engine designed to control the environment of temperature sensitive cargo. A TRU is a piece of off-road equipment regardless of its horsepower rating.
- (L) "Vehicle" means any on-road, self propelled vehicle that is required to be registered and have a license plate by the California Department of Motor Vehicles.
- (M) "Vehicle / Equipment Owner" means the registered owner, lessee, licensee, or bailee of any heavy- or medium-duty vehicle or piece of off road equipment who operates or directs the operation of any such vehicle or equipment on either a for-hire or not-for-hire basis.

Section 12.50.030 – Applicability

This Chapter shall apply to the operation of all diesel fueled vehicles regardless of gross vehicle weight rating, all heavy-duty vehicles fueled by either gasoline or diesel, all off-road diesel-powered equipment regardless of horsepower rating, and all off-road equipment regardless of fuel being used, except as provided in Section 12.50.050. Additionally, this Chapter shall apply to Transport Refrigeration Unit ("TRU") engines as specified in Section 12.50.040(C).

Section 12.50.040 – Idling Limitation

- (A) A driver of a vehicle:

Ordinance No.
Date Adopted:

Attachment 1

- 1) Must turn off the engine upon stopping at a destination; and,
 - 2) Must not cause or allow an engine to idle at any location for:
 - a) More than five consecutive minutes; or
 - b) A period or periods aggregating more than five minutes in any one-hour period.
- (B) An equipment operator of an off-road piece of equipment not identified in (A) above must not cause or allow an off-road piece of equipment to idle at any location for:
- 1) More than five consecutive minutes; or
 - 2) A period or periods aggregating more than five minutes in any one-hour period.
- (C) An equipment operator of a TRU must not cause or allow a TRU to operate while stationary unless the vehicle is lawfully parked at a location approved for truck parking by this Code and not within 500 feet of a school unless the operator is actively engaged in the process of loading or unloading and the cargo or is waiting in a queue to load or unload cargo for a period not to exceed two (2) hours.
- (D) An owner of a vehicle, an off-road piece of equipment, or a TRU must ensure that:
- 1) The vehicle operator or equipment operator, upon employment and at least once per year thereafter, is informed of the requirements of Section 12.50.040(A), (B) and (C), and of the consequences, under this section and the fleet owner's terms of employment, of not complying with those requirements; and,
 - 2) Upon rental or lease of a vehicle or piece of equipment, written notification is provided of the requirements of Section 12.50.040(A), (B) and (C); and,
 - 3) All complaints of non-compliance with, and enforcement actions related to, the requirements of Section 12.50.040(A), (B) and (C) are reviewed and remedial action is taken as necessary.
- (E) A private property owner shall not allow a vehicle, an off-road piece of equipment or a TRU located on the owner's property to violate Sections 12.50.040(A), (B) or (C). A private property owner shall notify owners and operators of vehicles, off-road pieces of equipment and TRUs entering the owner's private property of the requirements of Sections 12.50.040 (A), (B) and (C).

Section 12.50.050 – Exemptions

This Chapter does not apply to a vehicle or piece of equipment for the period or periods during which:

- (A) Idling is necessary while stopped:
- 1) for an official traffic control device;
 - 2) for an official traffic control signal;

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Date Adopted:

Attachment 1

- 3) for traffic conditions over which the driver has no control, including, but not limited to, stopped traffic, stopped at railroad crossings, or stopped at a construction zone; or,
- 4) At the direction of a peace officer.
- (B) Idling is necessary to ascertain that the vehicle and/or the off-road equipment is in a safe operating condition and equipped as required by all provisions of law, and all equipment is in good working order, either as part of the daily vehicle inspection, or as otherwise needed;
- (C) Idling is necessary for testing, servicing, repairing or diagnostic purposes;
- (D) Idling is necessary, for a period not to exceed three to five minutes (as recommended by the manufacturer) to cool down a turbo-charged heavy-duty vehicle before turning the engine off;
- (E) Idling is necessary to accomplish work for which the vehicle / equipment was designed, other than transporting goods, including, but not limited to, operating a lift, crane, pump, drill, hoist, ready-mixed concrete mixer or other auxiliary equipment other than a heater or air conditioner.
- (F) Idling is necessary to operate a lift or other piece of equipment designed to ensure safe loading and unloading of goods and people;
- (G) Idling is necessary to operate defrosters, heaters, air conditioners, or other equipment to prevent a safety or health emergency, but not solely for the comfort of the driver or passengers except:
 - 1) For driver comfort when a driver is required to have rest time by law. In such case, the driver may only idle at a designated rest area or truck stop.
 - 2) For passenger comfort in a paratransit vehicle with a passenger on board with a disability or health condition that would be critically aggravated if the vehicle were not maintained at an adequate temperature.
- (H) Idling is necessary solely to recharge a battery or other energy storage unit of a hybrid electric vehicle or equipment
- (I) Idling is necessary to operate equipment that runs intermittently.
- (J) Idling is necessary for emergency services vehicles.

Section 12.50.060 – Relationship to other Laws

Nothing in this Chapter allows idling in excess of other applicable laws, including, but not limited to:

- (A) Title 13 California Code of regulations Section 1226;
- (B) Title 13 California Code of Regulations Section 2480;
- (C) California Vehicle code Section 22515; or,
- (D) Any other local, state or federal law or regulation as stringent as, or more stringent than this Chapter.

Section 12.50.070 – Penalties

Ordinance No.
Date Adopted:

Attachment 1

Any violation of the provisions of the Chapter shall be subject to the fines and penalties set forth in Chapters 1.01 and 1.10 of this Code.

Section 12.50.080

This chapter may be enforced by any peace officer or enforcement officer as designated by the City Manager, the California Air Resources Board, or the local air pollution control or air quality management district.”

SECTION 2. EFFECT OF ENACTMENT:

2.1 Except as specifically provided herein, nothing contained in this ordinance shall be deemed to modify or supersede any prior enactment of the City Council which addresses the same subject addressed herein.

SECTION 3. NOTICE OF ADOPTION:

3.1 Within fifteen days after the date of adoption hereof, the City Clerk shall certify to the adoption of this ordinance and cause it to be publicly posted in three places within the city.

SECTION 4. EFFECTIVE DATE:

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

APPROVED AND ADOPTED this ____ day of _____, 20__.

Mayor

ATTEST:

City Clerk

Ordinance No.
Date Adopted:

Attachment 1

APPROVED AS TO FORM:

City Attorney

Ordinance No.
Date Adopted:

Attachment 1

-6-

Item No. G.2

-288-

ORDINANCE JURAT

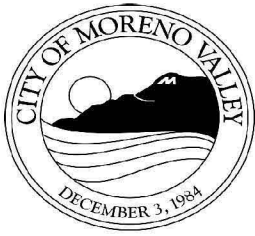
[Clerk's office will prepare]

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

Attachment 1

Ordinance No.
Date Adopted:

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

Report to City Council

TO: Mayor and Members of the City Council

FROM: William Bopf, Interim City Manager

AGENDA DATE: November 30, 2010

TITLE: AWARD OF CONTRACTS TO TOWING COMPANIES TO PARTICIPATE IN A CITY-WIDE ROTATIONAL TOW SERVICE PROGRAM.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the proposals of the following tow operators/companies (in alphabetical order) to participate in the City's Rotational Tow Service (RTS) Program beginning January 1, 2011, and ending December 31, 2015, pending completion of certain conditions and authorize the City Manager to execute the appropriate agreements upon approval by the City Attorney:
 - a. Baldwin Towing Services
21891 Alessandro Boulevard
Owner: Howard Baldwin
 - b. Exclusive Recovery, Inc. (DBA: Exclusive Towing)
14461 & 14451 Commerce Center Way
Owner: Gerald Kohutek
 - c. Moreno Valley Tow
17007 Kitching Avenue
Owner: Glenn Tucker
 - d. Pepe's Towing
14351 Veterans Way
Owner: Manual Acosta

- e. Superior Towing, Inc.
24385 Nandina Avenue
Owners: Patrick and Dawn Kirk
 - f. Valleywide Towing
24850 Rivard Road
Owner: Robert Coleman
 - g. Yucaipa Towing
22101 Alessandro Boulevard
Owner: George and Yvonne Acosta
2. Discuss the proposals of the following tow operators/companies that currently do not have towing facility operations in Moreno Valley. In order to be eligible to participate in the City's RTS Program per Moreno Valley Municipal Code Chapter 12.14, these operators must complete certain site improvements and obtain certain City approvals. Staff estimates that the required review, plan check and approvals will require a minimum of 60 days and the construction time is unknown. Council may consider these proposals for a term beginning with the issuance of a Certificate of Occupancy by the City's Building Official and ending December 31, 2015:
- a. Bob's Towing
24811 Rivard Road (proposed facility)
Owner: Bandar "Charlie" Al-Badawi
 - b. Lawler's Triple L Towing
24385 Nandina Avenue (proposed facility)
Owner: Mike Pulcheon
3. Direct Staff to begin preparing an amendment to Moreno Valley Municipal Code Chapter 12.14 addressing minor technical issues and inconsistencies.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

At a Study Session in September 2009, the City Council discussed the need to implement a local Rotational Tow Service (RTS) Program to permit local tow companies to enter into a contract with the City of Moreno Valley to respond to calls from the Police Department and City to remove vehicles from public right-of-ways or private property that are involved in a traffic collision and/or a crime and from private property under the City's inoperative vehicle/code compliance programs. The City Council subsequently instructed Staff to develop a RTS Program for City Council consideration in the future. Staff completed its drafting of an RTS Program in June 2010 and the City Council approved the RTS Program and requested Staff to circulate a Request for Proposals

(RFP) to qualified tow companies for consideration in the City's RTS Program (attached is a copy of the RFP including Moreno Valley Municipal Code Chapter 12.14 and sample agreement as Exhibit A).

The RFP was posted on the City's website on September 2, 2010, and published in *The Press-Enterprise* newspaper on September 8 and 15, 2010. The RFP was also available to the public at the City's Purchasing Division facility at 15670 Perris Boulevard. Tow companies interested in participating in the RTS Program, were required to attend a mandatory meeting on September 23 to discuss the RTS Program, the RFP process, and ask questions of staff regarding the process and Program. Proposals were due to the City Clerk by 2:00 p.m., Tuesday, October 12, 2010.

At the close of the RFP period, nine tow companies submitted proposals. The nine companies were (in alphabetical order):

1. Baldwin Towing Services, 21891 Alessandro Boulevard
2. Bob's Towing, 24811 Rivard Road (proposed facility)
3. Exclusive Recovery, Inc. (DBA: Exclusive Towing), 14461 & 14451 Commerce Center Way
4. Lawler's Triple L Towing, 24385 Nandina Avenue (proposed facility)
5. Moreno Valley Tow, 7007 Kitching Avenue
6. Pepe's Towing, 14351 Veterans Way
7. Superior Towing, Inc., 24385 Nandina Avenue
8. Valleywide Towing, 24850 Rivard Road
9. Yucaipa Towing, 22101 Alessandro Boulevard

In accordance with the City's Municipal Code Chapter 12.14, Police and City of Moreno Valley Rotational Tow Service (hereinafter referred to as "MVMC Chapter 12.14"), the City Council is required to award contract(s) to tow companies that are in compliance with City standards and regulations as well as meet the intent of the RTS Program. Below is the necessary information and critical analysis of each proposal for City Council consideration in awarding contracts.

DISCUSSION

The purpose in creating such a RTS Program is to provide a fair and impartial means of distributing requests for towing services among qualified firms, and to ensure that such service is prompt and reasonably priced. The RTS Program's intent is to ensure the service to be provided is in the best interests of the public as well as the interest of efficient policing operations for the removal of such vehicles from public streets. The

City's RTS Program required a towing company to file a proposal in response to a City RFP. Those towing companies submitting a proposal for consideration by the City Council had to meet three requirements: 1) have a valid City of Moreno Valley business license to conduct business in the City as a tow company/operator as outside vendor or established tow operator in the City, 2) pay an application fee of \$2,828 to cover Staff's time in evaluating its proposal, and 3) have a minimum of three years of verifiable towing service experience for a municipal or equivalent public agency. All nine tow companies submitting proposals met the three criteria.

An Evaluation Committee consisting of Staff from the City Manager's Office, Fire Department (Fire Marshal), Police Department, Financial & Administrative Services Department (Purchasing and Treasury Operations Divisions), Human Resources (Risk Management Division), and Community Development Department (Code & Neighborhood Services, Building and Safety, and Planning Divisions) analyzed the nine proposals, in their area of expertise, to determine compliance with MVMC Chapter 12.14, the RFP, and the terms and conditions of the proposed City agreement for contractual services. Copies of the Staff evaluation forms for each proposer are attached for reference (Exhibits B-J). Below is an overview of each of the nine proposals (in alphabetical order) including comments by specific Evaluation Committee members, if appropriate:

Baldwin Towing Services

Baldwin Towing Service ("Baldwin's") is generally located on the south side of Alessandro Boulevard, west of Day Street in the CC-Community Commercial land use district. Baldwin's has been located at the Alessandro location for almost 40 years and is considered by the Planning Division to be an existing non-conforming land use. The towing service is associated with Baldwin's Automotive, also located on the same site. The site of the two uses is approximately one acre in total land area. Baldwin's owns the property comprising of the office and automotive repair shop but leases the area where a majority of the vehicles stored or impounded are located.

A site visit by the Police Department was conducted to evaluate the tow operator's security systems, lighting, fencing and inside vehicle storage areas. Staff is requiring additional lighting and a camera be installed to mitigate "dark-spots" and to improve the quality of the surveillance of the storage facility.

Baldwin's has provided towing services to the area since the City of Moreno Valley was incorporated in 1985. Its towing vehicles comprise of three, class A light duty tow vehicles, which are exclusively dedicated to the City's RTS Program. At one time Baldwin's was under contract with other programs (i.e., AAA and the California Highway Patrol) but terminated such contracts in 1996. The site can accommodate approximately 153 stored/impounded vehicles outside and 29 inside. All other MVMC Chapter 12.14 regulations have been met.

Bob's Towing

Bob's Towing ("Bob's") is proposing to construct a towing service facility generally located on the south side of Rivard Road, west of Perris Avenue in the I-Industrial land use district in the Moreno Valley Industrial Area Specific Plan. Bob's has not provided service to the City, but has been in the towing business in southern California for over 20 years. The site of the proposed towing facility is approximately five acres in land area. Located on the property are two buildings; a residential structure and a large detached garage. The property is of sufficient size to accommodate a towing service facility as required by MVMC Chapter 12.14, including the minimum storage area of 150 vehicles and inside storage area. It should be noted that the City's Development Services Departments (i.e., Planning, Land Development, and Building and Safety) have not reviewed the plans for the proposed facilities in any detail and therefore, reserves the right to comment as to the adequacy of the plans, off-site improvements, Municipal Code requirements, Specific Plan standards and regulations.

Bob's is proposing to deploy nine towing vehicles comprised of class B, C, and D vehicles. Bob's has and continues to provide towing services to a number of cities, public agencies, and AAA.

Exclusive Towing

Exclusive Towing ("Exclusive") is generally located on the west side of Commerce Center Drive, north of Cactus Avenue in the I-Industrial land use district. Exclusive has been located at the Commerce Center location for approximately one year. Exclusive's towing facility comprises of two buildings and associated parking areas. The City's Planning Division has approved both buildings for a towing service and both buildings comply with the City's RTS Program site regulations including providing vehicle storage for over 240 vehicles. The site of the two uses is approximately 1.65 acres in total land area.

Exclusive has provided towing services to the City since it opened its Moreno Valley facility in 2009, and has operated in other cities for almost 20 years. Its tow trucks are comprised of ten vehicles, consisting of class A, B, C and D tow vehicles that can be dedicated to the City's RTS Program.

Lawler's Triple L Towing

Lawler's Triple L Towing ("Lawler's") is proposing to lease a portion of a vacant manufacturing building and yard as a tow facility generally located on the south side of Nandina Avenue, east of Heacock Street in the I-Industrial land use district of the Moreno Valley Industrial Area Specific Plan. Lawler's has not provided service to the City, but has been in the towing business in southern California for over 50 years. The site of the proposed storage area for vehicles is approximately 2.2 acres in land area. The property is improved with a vacant truss-framing facility and three other businesses: a fence company, a masonry company, and a tow business (Superior Towing). The portion of property Lawler's will use for its towing business is sufficient size to accommodate a towing service facility as required by MVMC Chapter 12.14 including vehicle storage area for 271 vehicles. However, the site presently does not have

facilities to accommodate a minimum number of inside storage area for five vehicles, but has the space to enclose a portion of the existing steel cover to meet the City's requirement. While the site has been approved by the Planning Division for use as a tow yard, no applications have been submitted by Lawler's for occupancy or building modification permits. As stated, Superior Towing occupies a portion of the property for its towing business. Both Superior and Lawler's will have their own office and storage area in compliance with City regulations.

Lawler's is proposing to utilize seven class A towing vehicles for the City's RTS Program. Lawler's has and continues to provide towing services to a number of cities and other public agencies.

Moreno Valley Tow & Radiator

Moreno Valley Tow ("MV Tow") is generally located on the west side of Kitching Street, south of Mariposa Avenue in the I-Industrial land use district in the Moreno Valley Industrial Area Specific Plan. MV Tow has been located in the City for over 20 years and at the Kitching location for nine years. The towing service is associated with the radiator automotive use located on the same site. The site of the two uses is approximately 2.46 acres in total land area. MV Tow owns the property comprising of the tow office, storage area, and automotive repair shop.

A site visit by the Planning Division and a review of its files noted the business has not applied or received approval for its existing business sign.

MV Tow has provided towing services to the area since 1988. Its towing vehicles comprise of three, class A or light duty tow vehicles, two class B tow vehicles, and three class D heavy duty tow vehicles. All will be dedicated to the City's RTS Program. MV Tow currently provides tow services to the California Highway Patrol. The site can accommodate approximately 250 of stored/impounded vehicles outside and 20 inside. All other MVMC Chapter 12.14 regulations have been met.

Pepe's Inc.

Pepe's Towing Service ("Pepe's") is generally located on the west side of Veterans Way, north of Cactus Avenue in the LI-Light Industrial land use district. Pepe's was given occupancy to operate a towing business at the Veterans Way location in August 2010, and is prepared to provide service to the City. Pepe's towing facility comprises of one building and related parking area. The building and parking area have been deemed in compliance with the City's RTS Program site regulations including providing vehicle storage of over 150 vehicles. The towing business is approximately one acre in total land area.

A site visit by the Planning Division and a review of its files noted the business has not applied or received approval for its existing business sign.

Pepe's has provided similar towing services to a number of other cities, CHP, and public agencies for over 30 years. Its towing vehicles comprise of ten vehicles, consisting of class A and C tow vehicles exclusively dedicated to the City's RTS Program.

Superior Towing, Inc.

Superior Towing, Inc., ("Superior") is generally located on the south side of Nandina Avenue, east of Heacock Avenue in the I-Industrial land use district in the Moreno Valley Industrial Area Specific Plan. Superior has been located at the Nandina Avenue location for approximately one year. The property is improved with a vacant truss-framing facility (B & B Framing) and three other businesses: a fence company, a masonry company, and a proposed tow business (Lawler's Triple L Towing). The portion of property Superior utilizes for its towing business is sufficient size to accommodate a towing service facility as required by MVMC Chapter 12.14, including the minimum storage area of over 200 vehicles and approximately 8 vehicle spaces of indoor storage. The portion of the site Superior will be using for its facilities is approximately two acres in total land area. As stated, Superior Towing occupies a portion of the property for its towing business. If Lawler's is included in the City's RTS Program, Superior and Lawler's will have separate office and storage areas in compliance with City regulations.

A site visit by the Planning and Building Divisions and a review of its files noted the business has not applied for and received approval for its existing business sign and has not received approval for its proposed indoor storage of vehicles. In addition, the existing "B & B Framing" sign should be removed since the business is no longer operating at the location.

Superior has provided towing services to the City since it opened its Moreno Valley facility in 2009, and has operated in other cities, agencies and/or programs for over 20 years. Its towing vehicles comprise of six vehicles, consisting of three class A light duty tow vehicles and three class D heavy-duty tow vehicles.

Valleywide Towing

Valleywide Towing ("Valleywide") is generally located on the north side of Rivard Road, west of Perris Boulevard in the I-Industrial Buffer land use district in the Moreno Valley Industrial Area specific Plan. Valleywide has been located at the Rivard Road location for over 40 years and is considered by the Planning Division to be an existing non-conforming land use. The site is approximately 2.4 acres in total land area.

A site visit by the Police Department evaluated the tow operator's security systems, lighting, fencing and inside vehicle storage areas. At the time of the visit, the video surveillance system was not working and therefore, Staff could not evaluate the adequacy of the system.

A site visit by the Planning Division noted a number of wrecked and/or inoperative vehicles parked on the street. The use of the public street for such vehicles is not permitted and all vehicles shall be removed.

The present owner has owned Valleywide and provided towing services to the area since 1988. Its towing vehicles comprise of four class A light duty vehicles. All four vehicles are dedicated to the City's RTS Program and to the California Highway Patrol program in the Moreno Valley area. The site can accommodate approximately 200 of stored/impounded vehicles outside and 20 inside. All other MVMC Chapter 12.14 regulations have been met.

Yucaipa Towing, Inc.

Yucaipa Towing, Inc., ("Yucaipa") is generally located on the south side of Alessandro Boulevard, east of Day Street in the I-Industrial land use district. Yucaipa has been located at the Alessandro location since 2003. The towing service shares the lot with a number of other uses but is clearly separated and has its facility marked by a chain-link fence. The site of the towing facility is approximately 1.62 acres in total land area.

A site visit by the Planning Division and a review of its files noted the existing and proposed operation does not comply with the City's approved plan. The building for inside vehicle storage has not been reviewed and approved and the configuration of the storage facility (i.e., leasable area for a tow business) is different from approved plans. In addition, the existing business sign has not been approved by the City.

Building and Safety also noted the building for indoor storage of vehicles was not permitted. Yucaipa must submit the necessary plans to the City of approval.

Yucaipa has provided towing services to Moreno Valley since 2004, and to other cities and public agencies for almost 20 years. Its towing vehicles comprise of ten of class A, B, C, and D vehicles plus other support equipment. All vehicles will be included or dedicated to the City's RTS Program. The site can accommodate approximately 250 stored/impounded vehicles outside. All other MVMC Chapter 12.14 regulations have been met.

ANALYSIS

The MVMC Chapter 12.14 sets forth the standards and regulations a tow operator must follow to be included in the City's RTS Program. Per the Municipal Code, the City Council, prior to the issuance of a tow service agreement, shall review evidence provided by a tow operator that:

1. The applicant (i.e., tow operator) conforms in all respects to the provisions of MVMC Chapter 12.14;
2. The applicant's garage or storage facility is located within City limits;
3. The applicant is financially responsible and otherwise able to provide the service;

4. The applicant and all of its officers or partners are likely to provide tow services in a responsible and satisfactory manner. In making such determination, the financial and administrative services director or designee shall consider whether the applicant or any other partner of the applicant:
 - a. Has previously provided responsible and satisfactory tow services;
 - b. Has not previously violated the terms of this chapter (i.e., MVMC Chapter 12.14) or of any similar enactment of the City or of any other jurisdiction.

General Overview

In general, the proposals of the nine tow operators were well-prepared and included information which the Evaluation Committee felt provided a detailed overview of their individual business, management, operations, and facilities to be part of the City's RTS Program. All nine tow operators will provide class A, light duty tow vehicles, which would be used in over 98 percent of all tows of the Police Department and City Code & Neighborhood Services. Of the nine tow operators, three will not provide class B, C, and/or D vehicles. These three tow operators are Baldwin's Towing, Lawler's Towing, and Valleywide Towing. If a tow operator does not have a heavy-duty tow vehicle, the next operator on the rotation list is contacted that has the required tow vehicle for the requested service. It should be noted that a number of tow companies currently providing service to the City only have class A tow vehicles and according to City Staff this has not created a hardship or significantly increased the response time to date.

Seven of the nine tow operators have fully approved facilities within the City limits and can accommodate the City's minimum number of vehicle storage space. Two tow operators, Exclusive Towing and Pepe's Towing, have provided most of their vehicle storage area inside versus outside which in Staff's opinion, meets the intent of MVMC Chapter 12.14.

The two tow operators that currently do not have fully functional towing facilities in Moreno Valley as of November 30, are Bob's Towing and Lawler's Towing. Both tow companies must complete certain improvements before either company can provide service. Bob's Towing must submit applications for formal approval of the proposed improvements and make those improvements – on and off site – to its identified facility on Rivard Road before it is allowed to participate in the City's RTS Program. Lawler's Towing has sufficient vehicle storage space on-site but no inside vehicle storage as required by code. Before Lawler's can participate in the RTS Program, it must construct inside storage space at its Nandina Avenue location.

Financial and Business Review

All of the tow operators' proposals demonstrate they have the financial ability and experience to provide the service to the City – a minimum three years of verifiable experience in similar programs. The RFP required applicants to provide a list of comparable contracts and references. References were contacted and asked to rate the service on a scale of 1 (poor) to 5 (good). The references/contacts were asked the following questions:

1. How would you rate the tow operator's overall quality of service?
2. How would you rate the tow operator's service regarding response to calls?
3. How would you rate the tow operator's tow truck driver's experience?
4. How would you rate the tow operator's quality of clean-up on-site/clearing of roadways?
5. How would you rate the tow operator's equipment ability (recovery equipment)?
6. How would you rate the tow operator's multiple vehicle collision response ability?
7. How would you rate the demeanor and conduct of this company's employees?

All of the respondents rated the tow operators as average or above. None of the contacts expressed any major concerns or problems with a tow operator. It should be pointed out that four tow operators, including Exclusive, Lawler's, Pepe's, and Yucaipa, noted in their proposal past minor infractions either in the Moreno Valley tow service program or in a program with another agency.

Rates for Services

MVMC Chapter 12.14 states the rates charged to a vehicle's registered owner or agent must be reasonable and comparable to rates charged for similar services. Most of the nine tow operators have agreements with the California Highway Patrol (hereinafter referred to as "CHP") and have provided the same rates for the City's RTS Program. Those tow operators that do not have a contract with the CHP, have provided their rates that are similar to those operators that do have a contract with the CHP. As stated above, over 98 percent of the vehicles towed will be by class A light duty towing vehicles. The hourly rate for a class A, light duty tow vehicle range from a low of \$175 to a high of \$200 per hour, depending on the operator. The hourly Class B, C, and D tow vehicle rates vary by operator and increase with the weight class of the tow vehicle. A side-by-side comparison table of all fees for services (i.e., towing rates, gate charges, storage fees, etc.) of all tow operators' proposals has been provided for the City Council's review (see Exhibit K attached).

Amendments to MVMC Chapter 12.14

The RFP process to evaluate proposals submitted by tow operators or companies is the first attempt to formalize the City's RTS Program. In and, as such, Staff has noted some inconsistencies with regard to the intent of the City's regulations and in practice. For example, MVMC Chapter 12.14 requires a rotation schedule of tow operators to be on a call-by-call basis versus the 24-hour rotation currently in use today and preferred by the Police Department, Code & Neighborhood Services, and most tow operators. Another example is the application process itself. The intent was to allow a tow operator/business to file an application to be part of the RTS Program if the tow operator had a physical address and was operating as a tow operator/company in the City of Moreno Valley at the time the RFP's were due to the City. However, the code only requires a business license, not a physical location in the City. Staff is requesting the City Council authorize Staff to revisit MVMC Chapter 12.14 and make minor changes for the Council's consideration and approval within the next 60 days.

CONCLUSIONS

Of the nine tow operators participating in the RFP process, seven have existing facilities in the City of Moreno Valley and can provide service to the City if a contract is awarded to them beginning January 1, 2011. The two tow companies that cannot provide the service beginning January 1, 2011, are Bob's Towing and Lawler's Triple L Towing. Both companies do not presently operate a tow facility in Moreno Valley as required by MVMC Chapter 12.14. The on and off site improvements to be constructed will take a minimum of 60 days for staff review, plan check, and permit approval. The actual construction time is unknown.

As discussed above, a number of tow operators have minor site infractions and/or improvements that must be addressed prior to beginning service on the RTS Program. Most of the infractions or improvements noted by Staff during their site inspections and review of City records can be corrected over the counter or by the administrative review process.

It should also be noted that some of the existing tow facilities do not comply with the City's current building code. The City adopted new building codes in January 2008, which required the indoor storage of more than five (5) vehicles to have an approved ventilation system to remove gases and fumes from the building. Only two tow operators' facilities, Exclusive Towing and Pepe's Towing, comply with the current building code criteria. Many other tow operators' facilities on the current program were constructed prior to the adoption of the 2007 Uniform Building Codes by the City. Staff would recommend those tow operators not in compliance with the code, be restricted to a maximum of indoor storage of five vehicles until the tow operator submits plans to Building and Safety for approval and construction of the approved ventilation system. The restriction of indoor vehicle storage to a maximum of five vehicles will not affect the number of spaces of the tow operators nor would the restriction reduce the vehicle storage to a number below the minimum requirement in MVMC Chapter 12.14.

MVMC Chapter 12.14 requires a tow operator to respond to a call within a maximum of 20 minutes. Many of the tow operators have expressed two concerns with the City's 20-minute response time. First, they expressed a concern that they cannot meet the 20-minute response time when a class C and D heavy-duty vehicles is needed for service. This issue may not be critical since less than five percent (5%) of all calls for services need a class C or D heavy-duty tow vehicle. A second concern of tow operators regarding response time related to after-hours or weekend calls. The CHP permits an additional five minutes to respond to a call during non-business hours of 6 p.m. to 6 a.m. and weekends when drivers are not at the tow facility.

The Police Department and Code & Neighborhood Services both expressed a concern that increasing the 20-minute response time may increase the time a police officer is at a scene waiting for a tow truck. Since this is the first cycle of the City's RTS Program, Staff would suggest the City Council consider an amendment to the '20-minute' response time when it reviews other minor code irregularities as described above.

Based on the information provided by the tow operators, Staff recommends the City Council award contracts to the following tow operators or businesses (in alphabetical order), pending the compliance of certain conditions and/or terms and in compliance with the standards and requirements of MVMC Chapter 12.14 including response time:

1. Baldwin Towing Services

Tow Operator shall comply with the following conditions and/or terms prior to executing a contract for the RTS Program:

- a. The Tow Operator shall modify its outdoor lighting and camera locations as directed and approved by the Chief of Police.
- b. The Tow Operator shall be limited to a maximum indoor storage of five vehicles until such time the City's Building Official approves a building ventilation system for the extraction of fumes and gases per the City's adopted building code.

2. Exclusive Recovery, Inc. (DBA: Exclusive Towing)

(No additional conditions or terms required)

3. Moreno Valley Tow

Tow Operator shall comply with the following conditions and/or terms prior to executing a contract for the RTS Program:

- a. The Tow Operator shall apply for a sign permit with the Planning Official. The sign plan shall be approved, constructed and installed per the City's municipal and building codes.
- b. The Tow Operator shall be limited to a maximum indoor storage of five vehicles until such time the City's Building Official approves a building ventilation system for the extraction of fumes and gases per the City's adopted building code.

4. Pepe's Towing

Tow Operator shall comply with the following conditions and/or terms prior to executing a contract for the RTS Program:

- a. The Tow Operator shall apply for a sign permit with the Planning Official. The sign plan shall be approved, constructed and installed per the City's municipal and building codes.

5. Superior Towing, Inc.

Tow Operator shall comply with the following conditions and/or terms prior to executing a contract for the RTS Program:

- a. The Tow Operator shall apply for a sign permit with the Planning Official. The sign plan shall be approved, constructed and installed per the City's municipal and building codes. In addition, the existing B & B Framing sign shall be removed.
- b. The Tow Operator shall apply for an administrative plot plan review to approve the location of the indoor storage building area. If the administrative plot plan is approved by the Planning Official, the indoor storage of vehicles shall be limited to a maximum of five vehicles until such time the City's Building Official approves a

building ventilation system for the extraction of fumes and gases per the City's adopted building code.

6. Valleywide Towing

Tow Operator shall comply with the following conditions and/or terms prior to executing a contract for the RTS Program:

- a. The Tow Operator shall repair the video surveillance system for review and approval by the Chief of Police.
- b. The Tow Operator shall be limited to a maximum of indoor storage of five vehicles until such time the City's Building Official approves a building ventilation system for the extraction of fumes and gases per the City's adopted building code.
- c. The storage and/or parking of wrecked, dismantled, or inoperative vehicles, and parts thereof, shall not be permitted on any public right-of-way.

7. Yucaipa Towing

Tow Operator shall comply with the following conditions and/or terms prior to executing a contract for the RTS Program:

- a. The Tow Operator shall apply for a sign permit with the Planning Official. The sign plan shall be approved, constructed and installed per the City's municipal and building codes. In addition, the existing B & B Framing sign shall be removed.
- b. The Tow Operator shall apply for an administrative plot plan review to approve the location of the indoor storage building area. If the administrative plot plan is approved by the Planning Official, the Tow Operator shall submit the appropriate plans for permits for the construction and occupancy of the vehicle storage building as required by the City's adopted building code.

Staff is seeking City Council direction regarding the approval of the following tow operators (in alphabetical order) that do not presently have operating tow facilities in the City of Moreno Valley. If the City Council elects to award RTS agreements to these tow operators, Staff would suggest the approval be 1) contingent upon the compliance with the noted terms and/or conditions and 2) that a one-year time period be established for compliance with the code and the execution of an agreement. The conditions which need to be met by these operators include:

1. Bob's Towing

Tow Operator shall comply with the following conditions and/or terms prior to executing a contract for the RTS Program:

- a. The Tow Operator shall comply with all standards and requirements of MVMC Chapter 12.14 including response time.
- b. The Tow Operator shall apply for an administrative plot plan review to approve the location of the tow operator's proposed facility and indoor storage area. If the administrative plot plan is approved by the Planning Official, the Tow Operator shall submit the appropriate plans for permits for the construction of the vehicle storage building

as required by the City's adopted building code and the required off-site improvements as may be required by the City Engineer/Public Works Director. Upon the completion of the required improvements, the tow operator shall be added to the RTS Program.

2. Lawler's Triple L Towing

Tow Operator shall comply with the following conditions and/or terms prior to executing a contract for the RTS Program:

- a. The Tow Operator shall comply with all standards and requirements of MVMC Chapter 12.14 including response time.
- b. The Tow Operator shall submit the appropriate plans for permits for the construction of the vehicle storage building as required by the City's adopted building code. Upon the completion of the required improvements, the tow operator shall be added to the RTS Program.

The proposed agreements between the City and the tow operators for the Rotational Tow service Program are for five years (January 1, 2011 through December 31, 2015). During the contract period, Staff will be responsible to: 1) monitor the contracts, 2) perform site visits/inspections, 3) review monthly reports, 4) investigate complaints, 5) conduct annual meetings with the tow operators, and 6) coordinate special programs and scheduled checkpoints. Each tow operator would be required to apply for and receive approval for a "Tow Operator Permit" and its drivers apply for and receive approval for a "Tow Truck Drivers Permit".

ALTERNATIVES

A. Approve the proposals of the following tow operators/companies (in alphabetical order) to participate in the City's Rotational Tow Service (RTS) Program beginning January 1, 2011, and ending December 31, 2015, pending completion of certain conditions and authorize the City Manager to execute the appropriate agreements upon approval by the City Attorney:

1. Baldwin Towing Services
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Owners: Patrick and Dawn Kirk

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24850 Rivard Road
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22101 Alessandro Boulevard
Owner: George and Yvonne Acosta

B. Discuss the proposals of the following tow operators/companies that currently do not have towing facility operations in Moreno Valley. In order to be eligible to participate in the City's RTS Program per Moreno Valley Municipal Code Chapter 12.14, these operators must complete certain site improvements and obtain certain City approvals. Staff estimates that the required review, plan check and approvals will require a minimum of 60 days and the construction time is unknown. Council may consider these proposals for a term beginning with the issuance of a Certificate of Occupancy by the City's Building Official and ending December 31, 2015:

1. Bob's Towing
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2. Lawler's Triple L Towing
24385 Nandina Avenue (proposed facility)
Owner: Mike Pulcheon

C. Direct Staff to begin preparing an amendment to Moreno Valley Municipal Code Chapter 12.14 addressing minor technical issues and inconsistencies.

Staff recommends Alternatives A, B and C.

D. Direct Staff to explore other options to the RTS Program.

Staff does not recommend Alternative D.

FISCAL IMPACT

Staff is anticipating full cost recovery from tow operators participating in the RTS Program. Cost recovery will be accomplished in three ways. First, the RTS Program requires each tow operator pay a RTS Application Fee at the time a proposal was submitted to the City Clerk for consideration. The application fee is \$2,828.

The second cost recovery fee would require a tow operator being awarded a contract to provide towing services to deposit \$5,000 to cover the City's cost in administering the contract during the term of the contract of five years. Staff will charge their actual fully-burdened rate to the deposit for full cost recovery. If the balance of the deposit falls below \$500, Staff will require the tow operator to replenish the fund; failure to make the deposit whole would be grounds for suspension and/or removal from the RTS Program.

Finally, the City charges a vehicle release fee. The release fee for the Police Department is \$120 and \$74 for City/Code & Neighborhood Services Division. The fees are imposed to those owners of a vehicle or his/her authorized agent wanting the vehicle returned.

It should also be noted that since the RTS Program requires a tow operator to tow vehicles involved in a Police investigation at no cost to the City, the Police Department realize cost savings of approximately \$10,000 per fiscal year. All tow operators have agreed to such tows as part of the RTS Program.

CITY COUNCIL GOALS

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

The proposed RTS Program and participating tow operators will have established standards for all to operate by and therefore, create a strong advocacy relationship with City of Moreno Valley towing businesses.

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.

Included in the RTS Program is a means by which the City can recover its costs of managing such a RTS Program.

SUMMARY

As directed by the City Council, Staff circulated a RFP to permit local tow operators the opportunity to submit a proposal to be included in the City's Rotational Tow Service Program. At the closing date of the RFP, nine proposals were submitted for consideration. Staff prepared the critical analysis of each proposal and submitted a list of operators to be considered by the City Council for a RTS Program contract to begin January 1, 2011 and ending December 31, 2015.

NOTIFICATION

Staff has notified the tow operators filing proposals to participate in the RTS Program of the City Council meeting and pending action.

ATTACHMENTS/EXHIBITS

- Exhibit A: Rotational Tow Service Program – RFP #JLL-10/11-01
Moreno Valley Municipal Code
Agreement
- Exhibit B: Baldwin Towing Services
- Exhibit C: Bob’s Towing
- Exhibit D: Exclusive Towing
- Exhibit E: Lawler’s Triple L Towing
- Exhibit F: Moreno Valley Towing
- Exhibit G: Pepe’s Towing
- Exhibit H: Superior Towing, Inc.
- Exhibit I: Valleywide Towing
- Exhibit J: Yucaipa Towing
- Exhibit K: Tow Operator: Fees for Services

Prepared By:
Rick C. Hartmann
RTS Program Consultant

Approved By:
Albert Brady
Code & Neighborhood Services Official

Prepared By:
Lori Schiefelbein
Development Services Coordinator

Concurred by:
Michelle Dawson
Acting 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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Rotational Tow Service Program - RFP #JLL-10/11-01

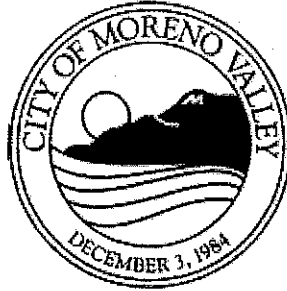
Moreno Valley Municipal Code

Agreement

EXHIBIT A

-309-

Item No. G.3



City of Moreno Valley, California

REQUEST FOR PROPOSALS

QUOTE NAME: Rotational Tow Service Program

RFP # JLL-10/11-01

Quotes must be received by:

**Tuesday, September 28, 2010
Before 2:00 PM**

Interested parties must register with Jeremy Leslie - jeremyl@moval.org with the following information:

- 1. RFP Number & Name**
- 2. Company**
- 3. Contact Person**
- 4. Phone Number**
- 5. Email Address**

Submit sealed quotes to:

City of Moreno Valley
City Clerk
14177 Frederick St.
Moreno Valley, CA 92552

Due 9/28/2010 Before 2:00 PM

Note: Outer envelope must be marked with:

RFP # JLL-10/11-01
Rotational Tow Service Program

Please note:

The City of Moreno Valley assumes no responsibility for quotes that are late due to delivery problems. The responsibility for delivering the RFP by the due date and time rests with the bidder. You may mail or personally deliver your quote to the City of Moreno Valley, 14177 Frederick St., Moreno Valley, CA. 92552.

Documents sent via U.S. Postal mail or via any other shipping means are routed through an internal mail system. If you chose to send your quote, please allow enough time (1-2 days) for it to go through normal channels and arrive at the City Clerks Office on time. Late quotes will not be accepted and will be returned by the City Clerks Office unopened. The City of Moreno Valley assumes no responsibility for quotes that are late due to your choice of delivery. If you chose to use UPS or FedEx, the RFP name **must** be listed on the carrier envelope.



REQUEST FOR PROPOSALS

MORENO VALLEY POLICE DEPARTMENT AND CITY ROTATIONAL TOW SERVICE PROGRAM September, 2010

The City of Moreno Valley is inviting proposals from qualified tow operators who wish to enter into an agreement with the City for the Rotational Tow Service Program (the "RTS Program") for the removal of vehicles from the public right-of-way (i.e. "Off-Site Vehicle Removal") and for the removal of inoperative vehicles from private property (i.e. "Vehicle Abatement Services"). More specifically, the requested services include, but are not limited to: towing and storing of vehicles involved in accidents or disabled for other causes (when alternate towing is either not appropriate or is not requested by the owner or operator of the vehicle), towing and/or storing of vehicles which for other reasons are within the jurisdiction of the Moreno Valley Police Department, including towing of improperly parked vehicles, vehicles that obstruct or impede the flow of traffic, emergency lanes or walkways, and/or handicapped parking spaces, impounded/forfeited vehicles, and/or vehicles seized for evidence. In addition, the tow operators will service the City's Code Compliance Division of the Community Development Department in the towing and storage of inoperative, abandoned, and dismantled vehicles from private property as set forth in the Chapter 11.24, "Vehicle Abatement", of the City's Municipal Code.

BACKGROUND

An ordinance and agreement for the RTS Program has been developed which will include rules and regulations and performance standards. These will include, but not be limited to; rules governing response time, towing, storage, equipment, storage facilities, fees, customer relations, and disciplinary actions deemed necessary for the Police Department and City to effectively manage the RTS Program. Each participating Tow Operator must agree to abide by the terms and conditions of the agreement. Copies of the ordinance and sample agreement to be executed by the Tow Operator and City are attached as Attachment 1 and Attachment 2, respectively.

Approximately 510 vehicles per month were towed in 2009 by the Moreno Valley Police Department. Of this amount, approximately 280 vehicles or 56 percent of the vehicles were "30-day impound" vehicles and 230 vehicles or 44 percent were towed and stored for a variety of reasons. Most of the vehicles towed by the Moreno Valley Police Department are associated with its safe driver checkpoint program. Frequency of these checkpoint programs may vary, however the City currently conducts such events periodically on an as-needed-basis to reduce public safety concerns.

In addition to the Police Department activity, the City's Code Compliance Division anticipates towing approximately 100 vehicles each year from private property and public right-of-ways. Many of the vehicles towed under the City's Vehicle Abatement Program are abandoned, inoperative and/or disabled.

Tow Operators selected to participate in the City's RTS Program shall agree to pay the City for actual and reasonable costs incurred in connection with administration of the RTS Program. Tow Operators will be required to pay a \$2,828 Rotational Tow Service Application Fee at the time an application is filed to with the City Clerk. This fee is non-fundable. If a Tow Operator is approved by the City Council to participate on the City's RTS Program and an agreement is executed by both parties, the Tow Operator must deposit \$5,000 with the City to cover the expenses of the Police Department and City in the administration of the RTS Program during the contract period prior to beginning service. The Police Department and City will drawdown the deposit to covers its cost for the general administration of the RTS Program and terms and conditions of the RTS agreement. At any time a Tow Operator's deposit balance is less than \$500, the Tow Operator shall be required to replenish its account within the 30-day notice by the City. Failure to replenish the account will be cause for suspension and/or revocation of a Tow Operator's Permit.

Proposals from Tow Operators to participate in the City's RTS Program will be evaluated by a qualified evaluation committee comprised of representatives of the City Manager's Office, City Attorney's Office, Police Department, Community Development Department, Human Resources Department, and Financial & Administrative Services Department. The evaluation committee will submit the proposals and its recommendations to the City Council for review and approval of an agreement to participate on the City's RTS Program.

Included in this Request for Proposals are Attachments 1 and 2, a summary of Chapter 12.14, "Police and City of Moreno Valley Rotational Tow Service", of the Moreno Valley Municipal Code. **Each Tow Operator shall be solely responsible for examining the full Chapter 12.14 here and attached sample agreement.** Additionally, you are solely responsible for reviewing any Addenda issued during the RFP period, and for informing itself with respect to any and all conditions, which may in any way affect the amount and nature of the Tow Operator's response, or the performance of the services in the event the Tow Operator is selected and an agreement between the two parties is entered into.

It is the responsibility of each Tow Operator to inquire to the City of Moreno Valley, prior to submission of its proposal, any aspect of this RFP which needs clarification or interpretation. If it is determined by the City that the response to the clarification or interpretation is material, a written response will be prepared and distributed as Addenda to all Tow Operators and/or individuals that have received a RFP.

GENERAL REQUIREMENTS

1. A Tow Operator submitting a proposal to participate in the City's RTS Program must have a valid City of Moreno Valley business license to conduct business in the City as a tow operator or business at the time the proposal is submitted for consideration by the City.

2. A tow business/operator submitting an application for the City of Moreno Valley RTS Program shall not have a financial interest in any other tow company and/or applicant within the City of Moreno Valley. Financial interest includes: business license, insurance, tow truck and equipment ownership, employees, and/or storage facility, or real estate.
3. The tow operator, storage yard/office must be located within the City limits and have an active City business license to be considered for the RTS Program. If a Tow Operator's business license becomes inactive, the tow business or operator shall be removed from the RTS Program as set forth in the sample agreement. If a tow operator has more than one storage facility, each location or locations will be reviewed on an individual basis and be approved by the City Council of the City of Moreno Valley before the location is part of the RTS Program.
4. The performance period of the Agreement will be for five (5) years, beginning on the date the Mayor signs the agreement or other date as agreed to by both parties. Tow businesses and/or operators not participating in the Request for Proposals (RFP) process will not be eligible to participate in this City's RTS Program until the City establishes a subsequent open enrollment period.
5. All responses shall be prepared by and at the expenses of the Tow Operator.
6. Each response shall be executed by the Tow Operator's authorized representative or officer.

EVALUATION OF QUALIFICATIONS AND INFORMATION

Responses to the RFP will be evaluated on the basis of various factors, including, but not limited to, the following:

1. Demonstrated financial strength including, but not limited to, the Tow Operator's:
 - a. Current facilities, equipment and personnel,
 - b. Capability of securing financing for facilities, equipment, personnel (payroll), upgrades, replacement of vehicles, or other resources, and
 - c. Credit worthiness.
2. Quality of Tow Operator's existing or proposed facilities, equipment and personnel.
3. Demonstrated and successful completion of services of similar scope and size, including, but not limited to:
 - a. Years of experience as an official police tow service provider or municipal service provider,
 - b. Timeliness of performance, and
 - c. Customer testimonials (i.e., satisfaction/complaints) and references.
4. Other cities' and clients' evaluations of the Tow Operator's prior or current services and any actions taken by such cities or clients regarding the Tow Operator.
5. Demonstrated safety record for the Tow Operator's tow vehicles and employees.
6. Degree to which the proposer ascertained and addressed the City of Moreno Valley's needs and priorities.

PROPOSAL SUBMITTAL REQUIREMENTS

Respondents to this RFP should, at a minimum, provide the information requested below. Interested Tow Operators are encouraged to provide additional information not specifically identified below that would help demonstrate their qualifications to provide tow services to the Police Department and City. Tow Operators should not assume their past or current experience with the City demonstrates knowledge of the City's current needs or that the City representatives that will review the responses possess knowledge of this experience. The evaluation of each response will be based upon the evaluation criteria applied to the proposals submitted.

Each response shall be formatted to provide the following information in sequence.

1. Organizational Information
 - a. Provide your company's legal or official name and any DBA's used by the company and documentation to these individuals or officers authorized to commit to its proposal on behalf of the company.
 - b. Provide the company's organizational structure (e.g., corporation, partnership, LLC, etc.), jurisdiction in which your company is organized and the date of such organization.
 - c. Provide the company's Federal Tax Identification number.
 - d. Provide the name, address, telephone, fax number and e-mail address of the person who will serve as the contact to the Police Department and City with regards to the RFP response, with authorization to make representations on behalf of and bind your company.
 - e. Provide proof that your company is currently in good standing in the State of California and has the necessary permits, licenses, etc., to perform the tow services as requested.
 - f. Provide a statement that your company accepts all conditions and requirements contained in this RFP, Chapter 12.14 of the Moreno Valley Municipal Code, and sample agreement or a description of any exceptions thereto.
2. Facilities, Equipment and Personnel
 - a. Facilities. Provide the address of your towing business' administrative office(s) and vehicle storage facility(ies). A fully dimensioned Site Plan of the tow operator's administrative office/storage yard shall be submitted with the application package. Plans shall be drawn to an engineer scale not to exceed 1" = 50' or less than 1" = 20', with a north arrow oriented to top of the Plan. The Plan shall be prepared as follows:
 - I. Name, address and phone number of the applicant/tow operator,
 - II. Property lines and lot dimensions,
 - III. Dimensions of all access points to the site (pedestrian and vehicular), off-street parking areas, loading areas, and parking spaces for customers and employees,
 - IV. Location of all building structures and the distances between buildings and the property lines,
 - V. Location of all driveways and landscape planters or areas,
 - VI. Location of all building security lights and parking lot lights (refer to Municipal Code Chapter 12.14 for security requirements),
 - VII. Location and type of perimeter fencing, and

- VIII. Evidence that indicates the lot will accommodate the minimum number of cars required in Chapter 12.14 and comply with the required parking standards outlined in Chapter 9.11 of the Moreno Valley Municipal Code.
- b. A Deed of Trust or other legal document identifying ownership of the property to be used for a towing business shall be submitted with a towing operator's proposal. If the towing business leases the property for a towing business, provide copies of the lease or other documentation that the property owner has agreed to the use of the property for a towing business.
 - c. Please list any secondary facilities and provide the same information as requested in the previous paragraph (2,a).
 - d. Equipment. Identify in detail each vehicle and related equipment towing business would utilize in the City's RTS program (Class A, B, C, and D tow trucks). Include the make, model, year and equipment of each vehicle. The Tow Operator must provide a copy of current California Highway Patrol Forms CHP407F, Safetynet Driver/Vehicle Inspection Report and CHP 234B, Tow Truck Inspection Guide for each Tow Truck participating in the RTS Program. Please describe and/or include a copy of the company's vehicle replacement policy.
 - e. Personnel. Identify all personnel that will provide services under the City's RTS Program. Include all drivers, supervisory and office personnel. The Tow Operator may use the appropriate CHP Form for a rotational tow agreement as long as said forms are current. Identify the towing business' recruitment, training and customer service practices.
3. Financial/Organizational Information
- a. Provide a brief history of the towing business and its towing services experience. Include the experience of the company's key management personnel.
 - b. Provide a description of the ongoing program(s) the company has in place to identify substance abuse and to ensure maintenance of an alcohol and drug free work place.
 - c. Identify how your towing business will provide the required monthly reports to include tracking of stored/impounded vehicles, release of vehicles, and other information you feel is pertinent to the RTS Program and as requested in Chapter 12.14 of the Moreno Valley Municipal Code.
 - d. Provide certificate of insurance evidencing the insurance coverage carried by your company meets the City's minimum coverage limits listed in the sample agreement attached (Attachment 2).
 - e. Identify the years of experience that you have as an official police/city tow service provider.
 - f. List any contracts your towing business currently has or has had in the recent past (last five years), similar to the City's requirements. Give the name and contact information for each reference.
 - g. State any complaints the towing business has received from cities it has contracted with within the past two years. Include equipment violations, inspection citations, etc.
 - h. Indicate whether or not your towing business has been suspended or terminated from a towing program operated by another governmental agency. State the reasons for the suspension and/or termination.
 - i. Describe the towing business' safety policies and all safety training provided to your employees. If the towing business has been cited, suspended or terminated

- for safety violations, please supply the date and description the violation and/or incident.
- j. Provide your towing business collection procedure(s) and policy(ies).
 - k. Provide information about how the towing business would move a large number of vehicles in a short period of time (i.e., 10 vehicles in an hour).
4. Rates for Service
- a. Fees charged to a vehicle's owner or authorized agent for response calls originating from the Police Department or the City, shall be reasonable and not in excess of those rates charged for similar services provided in response to requests initiated by any other public agency or private person. The reasonableness of the fees charged will be determined in the following manner (California Highway Patrol Form CHP 234A may be used to list rates for services):
 - I. The towing operator shall submit his/her proposed hourly rate to the city as part of this RFP. The City Council shall determine the validity and reasonableness of the submitted rate.
 - II. Validity will be based upon telephone quotes, posted rates, charges to retail customers, etc. Any submitted rate in excess of a towing business' retail rate will be considered invalid and will not be accepted. A towing business who submits an invalid rate shall not be allowed to resubmit a new rate and will be disqualified from City's RTS Program until the next enrollment period.
 - III. Reasonableness shall be determined as compared to other rates. A Tow Operator who submits a rate that is determined to be excessive shall be allowed to resubmit his/her rates only once during this contract period.
 - IV. Provide your storage and any other fee your towing business charges an owner of a vehicle or his/her authorized agent.
 - V. The Tow Operator shall submit a mark-up rate (percentage of the cost to the Tow Operator) for retail equipment and specialized labor not otherwise listed on the application.
5. An applicant shall submit:
- a. Five (5) copies of the proposal
 - b. One (1), unbound 8 1/2" x 11" black and white copy that is reproducible, and;
 - c. One (1) complete electronic copy in an Adobe, PDF format (i.e., text, forms, plans, etc.)

RFP SUBMISSION AND DEADLINE

Tow businesses and operators interested in participating in the City of Moreno Valley RTS Program shall submit the requested information, completed forms, and any other pertinent information and an RTS Application Fee of \$2,828 (two thousand, eight hundred and twenty eight U.S. dollars) made payable to the "City of Moreno Valley" to:

Jane Halstead, City Clerk
City Clerk's Office
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

All proposals shall be sealed within one envelop and clearly marked:
"RFP JLL 10/11-01 ROTATIONAL TOW SERVICE PROGRAM."

Proposals are due to the City of Moreno Valley City Clerk's Office before 2:00 p.m. on September 28, 2010. An applicant shall submit five (5) copies of the proposal and one (1), unbound 8 $\frac{1}{2}$ " x 11" black and white copy that is reproducible and a complete (i.e., text, forms, plans, etc.) electronic copy in a Adobe, PDF format.

Failure to comply with the instruction set forth in the RFP will be considered as non-responsive and will not be accepted. If you cannot meet one or more of the terms and conditions of this RFP and/or the regulations set forth in Chapter 12.14 of the Moreno Valley Municipal Code, you must list separately those items and provide an explanation why such terms and conditions and regulations cannot be met. Furthermore, the City Council reserves the right to reject any and all bids at any time during this process and waive any discrepancies and/or irregularities in submitted proposals as it deems appropriate.

The city assumes no responsibility for delays caused by any package or mail delivery service. Postmarking, faxed or e-mail proposals by the due date **WILL NOT** substitute for receipt of a submittal. Additional time will not be granted to any single proposer; however, additional time may be granted to all proposers when the City determines that circumstances require it.

Any questions regarding the RFP contents should be directed to Jeremy Leslie, Assistant Buyer, via e-mail at jeremyl@moval.org. The last day to submit a question is on September 20, 2010.

Attachments:

- 1; Summary Headings of Chapter 12.14 of the Moreno Valley Municipal Code
- 2; Sample City Agreement

Attachment 1

Summary of Chapter 12.14 Police and City of Moreno Valley Rotational Tow Service
NOTE: You are responsible to review the entire chapter 12.14 of the City of Moreno Valley municipal Code

Chapter 12.14 POLICE AND CITY OF MORENO VALLEY ROTATIONAL TOW SERVICE

Chapter Headings

- 12.14.010 Intent and purpose.**
- 12.14.020 Definitions.**
- 12.14.030 City business license and permits required.**
- 12.14.040 Selection of towing services.**
- 12.14.050 Rotation tow lists.**
- 12.14.060 Official police department and city tow operator's permit.**
- 12.14.070 Tow truck driver's permit.**
- 12.14.080 Tow truck classifications.**
- 12.14.090 Liability insurance.**
- 12.14.100 Storage facility.**
- 12.14.110 Standard rules of operation.**
- 12.14.120 Additional services to be provided.**
- 12.14.130 Response to calls.**
- 12.14.140 Rates.**
- 12.14.150 Suspension and revocation.**
- 12.14.160 Summary suspension of permit pending opportunity for hearing.**
- 12.14.170 Hearing and procedure.**
- 12.14.180 Hearing officer.**
- 12.14.190 Hearing officer—Power and duties.**
- 12.14.200 Findings and determination by the hearing officer.**
- 12.14.210 Notice and surrender.**
- 12.14.220 Surrender of permit.**
- 12.14.230 Appeal to city council.**
- 12.14.240 Permits in effect at the time of adoption.**

Moreno Valley Municipal Code

Up Previous Next Main Collapse Search Print No Frames
Title 12 VEHICLES AND TRAFFIC

Chapter 12.14 POLICE AND CITY OF MORENO VALLEY ROTATIONAL TOW SERVICE

12.14.010 Intent and purpose.

A. It is the intent of this chapter to prescribe the basic regulations for the operation of an official rotational tow service program in police emergency situations, removal of illegally parked vehicles that are being operated contrary to law, and/or in the removal of vehicles which are apparently abandoned, or involved in an accident, or which constitute an obstruction to traffic because of mechanical failure.

B. The intent of this chapter is to also establish regulations and procedures for the abatement of abandoned, inoperative and dismantled vehicles as set forth in Chapter 11.24 of this code.

C. It is the purpose of the city council in enacting the ordinance codified in this chapter to provide a fair and impartial means of distributing requests for towing services among qualified firms, and to ensure that such service is prompt and reasonably priced, and in the best interests of the public as well as the interest of efficient policing operations for the removal of such vehicles from public streets. (Ord. 812 § 2, 2010)

12.14.020 Definitions.

Unless the context in which used requires otherwise, the following words and variant thereof, shall have the following meanings:

“Appeal” means the final level of review for written reprimands, suspensions, terminations, or review of a decision regarding disciplinary action.

“Area” means the corporate boundary of the city of Moreno Valley.

“Attendant” means individual responsible for staffing the storage yard facility.

“Base services” mean any service or tow which is performed when the vehicle operator or agent is present and the vehicle is not stored at the direction of an officer.

“City” means the city of Moreno Valley.

“Driver” means a trained and/or qualified licensed individual who operates/drives a tow car or tow truck.

“Driver’s permit” means the driver’s permit issued to a driver that has completed an application and complied with the requirements outlined in Section 12.14.070.

“Enrollment period” means the period of time when a tow operator or business may submit an application for inclusion on the city’s rotation tow list.

“Financial and administrative services director” means the position in the financial and administrative services department in charge of the administration of the financial affairs of the city.

“Garage or storage facility” means the area where a tow operator or business stores or impounds vehicles in connection with the city’s rotational tow service program and complied with the requirements outlined in Section 12.14.100.

“License division” means the city business license division of the financial and administrative services department.

“Load salvage operations” mean any operator or business involving the recovery of a load which has been spilled, or the off-loading and reloading of a load from an overturned vehicle performed in order to upright the vehicle. This will be limited to operations involving Class B, C, and D tow trucks.

"Notice" means any notices shall be in writing and delivered to the other party in person, via facsimile, and/or by first-class U.S. mail from a duly authorized representative of the city or operator.

"Official police and city of Moreno Valley tow service" or "operator" means a towing operator or business that has a valid agreement with the city and is selected to be used, on call, and on an alternate basis, where a tow truck is required.

"Permit" means the operator's permit issued to a tow operator or business that has complied with all sections of this chapter to the satisfaction of the city council.

"Personal property" means items which are not permanently affixed to the vehicle.

"Rate" means the rate charged by the tow operator or business to a vehicle's owner or agent as approved by the city council.

"Response time" means the period of time between when an operator is notified by the city or police department of a call to the arrival of the tow truck at the location requested.

"Rotational tow service program" means the city's official program of selecting tow operators to assist the police department and city in removing vehicles from the public right-of-way and private property as set forth in this chapter.

"Suspension" means the removal of an operator from the city's tow rotation list for a specified period of time regardless of any contract period or time.

"Termination" means the permanent removal of a tow operator from the city's rotation tow list for the remainder of the term of the tow service agreement and disqualification from any further participation in the city's rotation tow service program.

"Tow car" or "tow truck" is a motor vehicle which has been altered or designed and equipped for and exclusively used in the business of towing vehicles by means of a crane, towbar, towline or dolly or is otherwise exclusively used to render assistance to other vehicles and in compliance with Section 615 of the California Vehicle Code. Also includes slide-back carriers and wheel-lift vehicles.

"Tow operator" or "business" means a company approved by the city to remove, impound and store vehicles in association with the city's rotational tow service program.

"Tow service agreement" means a document which sets forth the terms and conditions of an agreement between the city and operator on the tow rotation list.

"Vehicle recovery operation" means an operation involving the process of uprighting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle. This will normally be limited to operations requiring a Class B, C, or D tow truck (s). (Ord. 812 § 2, 2010)

12.14.030 City business license and permits required.

A. No firm may participate in the assignment of service calls on a rotational basis by the police department or the city unless it has a valid city business license to do business as a tow operator in the city as set forth in this code.

B. No person shall operate a tow truck as part of the city's rotational tow service in the city unless he or she holds a valid tow truck driver's permit issued by the city.

C. Only those tow operators or businesses approved by the city and possessing a valid tow operator's permit and tow service agreement shall be permitted to remove, tow, impound and/or store a vehicle as part of the city's rotational tow service program. (Ord. 812 § 2, 2010)

12.14.040 Selection of towing services.

A. The city manager or designee shall solicit proposals from tow operators to participate in the city's rotational tow service program. The proposals shall be accompanied by the fee as established by resolution of the city council. The fee is not refundable.

B. Proposals submitted by tow operators shall be evaluated by city staff and presented to the city council for approval.

C. The term of a tow service agreement shall not exceed five years. Tow operators not participating in the process will not be eligible to participate in the city's rotational tow service until the city establishes an open enrollment period. The enrollment period shall be open for at least thirty (30) days.

D. Only those tow operators who enter into a contractual agreement with the city shall be permitted and be required to affix a decal or other permanent marking "Official Police and City of Moreno Valley Rotational Tow Service" to permitted tow trucks. Tow trucks and/or other vehicles owned and operated by the tow operators that have not been inspected and approved by the city to participate in the city's rotational tow service program shall not, in any way, maintain a decal or other markings or advertisement that the vehicle or vehicles are part of the program.

E. Tow operators applying for the city's rotational tow service shall have a minimum of three verifiable years of for-hire towing experience, as an owner or principal, prior to the final filing date of an enrollment period in order to qualify for the program. The city shall verify that a tow operator meets the minimum three years of experience.

F. A tow operator or business not having a valid tow operator permit or tow services agreement shall be prohibited from participating in the city's rotational tow service program. Any tow person violating this chapter shall be guilty of a misdemeanor and shall be prosecuted either criminally or civilly pursuant to Chapter 1.10, Civil Citations, of the Moreno Valley Municipal Code.

G. Tow operators who enter into a contractual agreement with the city shall deposit with the city the fee established by resolution of the city council to cover its costs to administer the terms and conditions of the tow service agreement and the regulations of this chapter. A tow operator that fails to deposit with the city the required funds as set forth in the resolution of the city council shall be in violation of this chapter and shall be prosecuted accordingly. (Ord. 812 § 2, 2010)

12.14.050 Rotation tow lists.

A. For operational reasons, the police department and city shall maintain the same rotation tow lists where practical and establish policies and procedures as to fairly distribute calls to the tow operators or businesses approved by the city to participate in the rotational tow service program. Each list will include the same tow operators as approved by the city council and have a valid tow service agreement.

B. Nothing shall prohibit a Class B, Class C or Class D operator from maintaining a place on a lighter class rotation list. (See Section 12.14.080 for description of classifications.)

Regardless of the class of tow truck used in response to a call from the city, charges to the vehicle's registered owner or his/her authorized agent shall not be more than the class of vehicle towed or serviced, except when recovery operations require a larger class of truck.

C. If two or more tow operators are called to the same incident, distribution of the vehicles shall be at the discretion of the police department or city.

The police department may direct a tow operator to move vehicles to help clear a roadway or for lifesaving operations. Tow operators shall provide the requested assistance at no cost to the city.

D. At the direct request from an owner of a vehicle or authorized agent, a police officer may contact any tow

business for services unless said request would be in violation of local, state or federal law or regulation or cause a delay in protecting the public's general health and safety. If an owner of a vehicle or authorized agent request a tow service of their choosing, they assume full responsibility for any fees for service the owner's tow service may impose.

E. After any type of major collision, the police department shall have the authority to order any tow operator to tow vehicles to any location necessary for investigative purposes. (Ord. 812 § 2, 2010)

12.14.060 Official police department and city tow operator's permit.

A. In addition to having a valid city business license to conduct business in the city, the tow operator participating in the city's rotation tow services program shall also apply for and receive a tow operator's permit. A tow operator's permit application shall be filed with the financial and administrative services director or designee, shall be verified under penalty of perjury, and shall be accompanied by the fee as established by resolution of the city council. The fee shall not be refundable. It shall contain or be accompanied by the information and documentation specified in this section. Applications for permits to conduct the tow business shall be filed with the city on a form approved by the financial and administrative services director or designee. Such application shall demonstrate that the applicant possesses a business license pursuant to Chapter 5.02 of this code. In addition, such application shall provide the following information:

1. Name/Description. Name and description of applicant.
2. Address. Permanent home address and full business address of applicant if an individual; of each partner if a partnership; and of each officer if a corporation.
3. Garage or Storage Facility. The place where the vehicles towed are to be stored or impounded.
4. Fingerprints and Photographs. Applicant shall be fingerprinted and photographed by the police department upon referral of the financial and administrative services director or designee, and a record check made. The cost of the foregoing shall be established by resolution of the city council and be borne by the applicant. The photographs taken by the police department will be used throughout the permit process, whenever photographs are required to be made part of the record.
5. Criminal Record. A statement as to whether or not the applicant, or any officer or partner of the applicant has been convicted of a felony within the immediately preceding ten (10) years, and the nature of each such offense and the punishment or penalty assessed, thereof.
6. Vehicle Data. The number of tow trucks to be operated or controlled by the applicant in the conduct of the tow business, and the make, body style, year, vehicle identification number, state license plate number, and the name of legal and registered owner of each vehicle.
7. Vehicle Description. A description of the proposed color scheme, insignia, trade-style and any other distinctive characteristic or design to be used to identify such vehicles.
8. Previous Licensing. A statement of whether or not the applicant has ever had any permit or franchise for a tow business issued to him/her that has been suspended or revoked, and, if so, the circumstances of each such suspension or revocation, whether in the city or elsewhere.
9. Insurance. A certification or policy of insurance in the manner and form required by Section 12.14.090.
10. Corporation Data. If the applicant is a corporation, a copy of the current Articles of Incorporation, certified as to being true and correct by the California Secretary of State, within sixty (60) days prior to the date of application, the most current corporate bylaws and any applications, permits or notifications for the issuance of shares filed with or issued by the commissioner of corporations.
11. Business Office and Telephone Maintenance. A statement that the applicant will maintain at the principal place of business located in the city of Moreno Valley, and in operating order at all times, at least one telephone

line. At all times there will be an attendant in charge of said telephone or telephones to dispatch tow trucks in response to requests therefor. After-hour answering services fulfill this requirement.

B. Prior to the issuance of a tow service agreement by the city council, the tow operator shall provide evidence that:

1. The application conforms in all respects to the provisions of this chapter;
2. The applicant's garage or storage facility is located within city limits;
3. The applicant is financially responsible and otherwise able to provide the service;
4. The applicant, and all officers or partners are likely to provide tow services in a responsible and satisfactory manner. In making such determination, the financial and administrative services director or designee shall consider whether the applicant or any officer or partner of the applicant:
 - a. Has previously provided responsible and satisfactory tow services,
 - b. Has not previously violated the terms of this chapter or of any similar enactment of the city or of any other jurisdiction.

C. A tow operator shall not have a financial interest in any other tow business participating in the city's rotational tow service program. Any violation of this section shall cause the immediate revocation of a tow operator's permit for the balance of the contract period.

D. A tow operator's permit is valid for one year. The failure of a tow operator or business to apply for and receive approval of a subsequent permit by the city shall suspend the tow operator from participating in the city's rotational tow service program. At such time the tow operator or business is issued a valid permit, the tow operator or business shall be permitted to participate in the city's rotational tow service program. (Ord. 812 § 2, 2010)

12.14.070 Tow truck driver's permit.

A. The tow operator shall ensure that only qualified and competent tow drivers respond to calls initiated by the police department or city. All tow truck drivers must obtain a permit from the city's financial and administrative services director or designee. Each applicant shall be required to be photographed and fingerprinted. Each tow truck driver's permit application, including renewal, replacement and duplicate applications, shall include the following information:

1. The name of the applicant, including all other names if any, by which the applicant has been known;
2. The applicant's race, color of eyes and hair;
3. Whether the applicant has been convicted or pled guilty or nolo contendere to any felony within the prior ten (10) years, and if so, the date, nature of the offense, the punishment or penalty assessed therefor, and the court in which such conviction was obtained or plea of guilty or nolo contendere was entered;
4. The class and number of the applicant's California driver's license and restrictions thereon, if any, and whether any license of applicant to drive has ever been suspended or refused or revoked, and if so, details of the reasons therefor and the disposition of the matter, including the dates of any such suspension or revocation;
5. A statement showing each address at which the applicant has resided during the preceding year;
6. A statement of the applicant's physical condition, including a statement of whether the applicant has ever had epilepsy, blackout periods, fainting spells, or been addicted to the use of alcohol, narcotics or other dangerous drugs;
7. A current California driver's license record listing driving violations, if any, issued by the California Department of Motor Vehicles within thirty (30) days prior to the date of application. This California driver's license shall be valid for the class of tow trucks to be driven by the driver.

B. Record Check. Applicant shall be fingerprinted and photographed by the police department upon referral of the financial and administrative services director or designee, and a record check made. The fee for the foregoing shall be as set by resolution of the city council and the fee shall be paid by the applicant at the time the application is submitted. The photographs taken by the police department will be used in all cases where photographs are required for implementation of this chapter.

C. Employment of Qualified Drivers. Every holder of city tow operator permit to do business as a tow operator in the city shall employ as drivers only persons who are physically and mentally fit and able to perform such duties. It shall be the responsibility of the tow operator permit holder to select and employ drivers who are familiar with the streets and addresses in the city. No tow operator permit holder shall employ or retain in employment any person as a driver who violates laws governing morals, motor vehicle operations, or any provision of this chapter.

D. Nontransferable. Tow truck driver's permits are not transferable, except that the holder of such a permit may use the same permit if he or she changes employment from one tow operator to another.

E. Termination. Within ten (10) days of terminating any driver, the tow operator shall serve notice to the police department and the city.

F. Tow operators shall comply with the United States Department of Transportation regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991 and subsequent revisions.

G. Tow operators shall be enrolled in the employer pull notice program as set forth in California Vehicle Code Section 1808.1. The tow operator shall include mandated and non-mandated employees that are required to drive as part of his or her duties for the tow business.

H. A tow truck driver's permit is valid for one year. The failure of a tow truck driver to apply for and receive approval of a subsequent permit by the city shall suspend the driver from participating in the city's rotational tow service program. At such time the tow truck driver is issued a valid permit and is employed by a tow operator licensed pursuant to this chapter, he or she shall be permitted to participate in the city's rotational tow service program. (Ord. 812 § 2, 2010)

12.14.080 Tow truck classifications.

A. An operator shall equip and maintain tow trucks in accordance with the provisions set forth in the California Vehicle Code (CVC), Title 13 of the California Code of Regulations and the specifications contained in this chapter, and consistent with industry standards and practices by the city.

Any and all tow trucks used by a tow operator or business in connection with the city's rotational tow service program shall be inspected annually by the California Highway Patrol and be issued a commercial vehicle safety alliance (CVSA) decal prior to permitting a tow truck to participate in the city's rotational tow service program. A tow operator shall produce current California Highway Patrol forms CHP 407F, Safetynet Driver/Vehicle Inspection Report, and CHP 234B; Tow Truck Inspection Guide, at the time a tow operator applies for a tow truck permit. If the tow operator or business fails to have the tow truck or trucks inspected, such tow truck or trucks shall not be permitted to participate in the city's rotational tow service program. Once the city has inspected the tow truck or trucks and has determined it meets the provisions of the California Vehicle Code and this chapter, the tow truck or trucks will be permitted to tow vehicles in connection with the city's rotational tow service program.

B. Notwithstanding Section 615 CVC, all tow trucks shall have recovery capabilities, wheel lift capabilities, and a boom meeting the specifications contained in this chapter. For the purpose of this chapter, "a trailer for hire that is being used to transport a vehicle" shall not qualify as a primary tow truck for tow rotation lists.

A violation of the gross vehicle weight rating (GVWR) and safe loading requirements of a tow truck shall be cause for immediate suspension as defined and outlined in this chapter. This includes exceeding the tow truck's

GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining fifty (50) percent of the tow truck's unladen weight on the front axle when lifting/carrying a load.

C. There will be four classes of tow trucks covered under this chapter. If the weight rating of the class of tow truck changes, said weight ratings of the class of tow truck or trucks shall replace those weight ratings described below:

1. Class A—Light Duty. A tow truck with a manufacturer's gross vehicle weight rating (GVWR) of at least fourteen thousand (14,000) pounds with wheel-lift capability, and may have a car carrier.

a. A tow truck company that has a car carrier may be exempted from the wheel-lift capability requirements. However, the car carrier must be an additional unit.

b. A "trailer for hire" shall not be approved for listing as a Class A tow truck.

2. Class B—Medium Duty. A tow truck with a manufacturer's gross vehicle weight rating (GVWR) of at least twenty-six thousand (26,000) pounds. The truck shall be capable of providing air to the towed vehicle's brakes.

a. A tow truck company may also have a car carrier. However, the car carrier must be an additional unit.

3. Class C—Heavy Duty. A tow truck with a manufacturer's gross vehicle weight rating (GVWR) of at least forty-eight thousand (48,000) pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle's brakes.

4. Class D—Super Heavy Duty. A tow truck with a manufacturer's gross vehicle weight rating of at least fifty-two thousand (52,000) pounds. The truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle's brakes.

D. To properly and safely tow and service the wide variety of vehicles being operated on the highway, a tow operator shall equip all tow trucks participating in the city rotational tow service program with the appropriate equipment as required by the California Vehicle Code and other regulations governing tow trucks. (Ord. 812 § 2, 2010)

12.14.090 Liability insurance.

A. Insurance—Motor Vehicle Liability Policy Required. Before any permit may be issued for a tow company, the owner or tow operator shall file with the city's risk manager a motor vehicle liability insurance policy, or a certification of the coverage required by this section, covering each tow truck used in the permitted business and a California admitted corporation shall issue the liability insurance in the state of California, which policy shall conform in all respects to the requirements of this chapter.

B. Liability Amounts. The required motor vehicle liability policy shall insure the owner, the city and its officers, agents and employees as additional insured, and any other person using or responsible for the use of any such vehicle with the consent, expressed or implied of such owner, against loss from the liability imposed upon such owner or person by law for injury to, or death of any person, or damage to property growing out of the maintenance, operation or ownership of any tow truck, in the minimum amount set forth by the city's risk manager for public liability and for property damage.

C. Compliance. All motor vehicle liability policies shall be subject to the approval of the city's risk manager. At any time a motor vehicle liability policy is found to be insufficient for any cause, the city manager or designee will remove the affected tow service business from the rotational tow service program. If the owner fails to replace the motor vehicle policy or policies within ten (10) days after the city manager gives notice of such insufficiency with good and sufficient policies approved by the risk manager, then the tow operator's tow service agreement issued hereunder shall be automatically suspended until such time as a sufficient policy has been furnished. Upon direction of the city manager, the police department shall enforce such suspension.

D. Policy Endorsement. Every policy and every certificate of motor vehicle liability insurance coverage filed pursuant to the provisions of this chapter shall contain the following endorsements:

1. It is hereby understood and agreed that, notwithstanding expressions or provisions consistent with or contrary thereto in this policy contained, the policy is expressly issued to cover a motor vehicle regulated by the provisions of Chapter 12.14 of the Moreno Valley Municipal Code. This policy shall inure to, and be for the benefit and protection of, each person who shall sustain any damages or injury, or to the heirs, personal representatives, administrators, executors or assigns of any such person who may be so damaged or injured or suffer death by reason of the operation of a motor vehicle covered by this policy or from the defective condition thereof. Liability under this policy shall be in no manner abrogated or abated by the death of the tort-feasor or the insured.

2. This is a continuing liability for claims incurred up to the full amount hereof, notwithstanding any action or recovery thereon.

3. No cancellation or reduction in coverage of this policy for any reason whatsoever shall become effective until the expiration of thirty (30) days after written notice of such cancellation or reduction in coverage shall have been given in writing to the city manager or designee. The thirty (30) day period shall commence upon the date the notice is actually received by the city manager if personally delivered, or, if by registered United States mail with return receipt requested, on the second business day after the notice is deposited in the United States mail, postage prepaid or on the date of receipt shown on the return receipt, whichever is later. (Ord. 812 § 2, 2010)

12.14.100 Storage facility.

A. Storage Facility Standards. The tow operator shall provide for the city's tow rotation program, storage space for a minimum of one hundred fifty (150) vehicles of outside storage and five vehicles of indoor storage. Said outdoor and indoor spaces shall be dedicated to the city's rotational tow service program. The following standards of performance must be maintained:

1. Storage facilities must be located within the city and clearly marked. Any and all signage for the facilities must be in conformance with the city's municipal code.

2. All vehicles are to be stored at a storage facility properly zoned for this use within the city. Vehicles that have been approved by the Department of Motor Vehicles for lien sale must be sold from a storage facility or other approved location by the city to conduct such a business within the city limits.

3. Each impounded or stored vehicle shall be a minimum of two and one-half feet from any other vehicle, structure or object.

4. All stored vehicles shall be reasonably accessible to the vehicle's owner or vehicle owner's agent and the police department or city for retrieval, inspection and/or identification.

5. Owners shall be able to retrieve a stored vehicle twenty-four (24) hours a day, seven days a week including holidays, within one hour upon notification by the police department or city that the vehicle can be released to its owner or authorized agent.

6. Storage facilities shall be monitored by an electronic monitoring or security system. Said system shall be subject to review and approval by the police department before the tow business is permitted to tow and store or impound vehicles as part of the city's rotational tow service program to said lot.

7. Storage facilities shall be properly lighted and secured by a six-foot high fence as set forth in Title 9 of this code. The fence shall be installed in compliance with any applicable provision of this code and approved by the police department and city before the tow business is permitted to tow vehicles as part of the city's rotational tow service program.

8. Storage facilities owned by a tow operator shall not be shared with another tow operator. However, a tow operator or business may be permitted on the same lot as long as there is a clear separation between tow operators. Each tow operator shall fully comply with the provisions of this code.

B. Personal property may be removed from the vehicle and shall be released to the owner of a vehicle at the request of the vehicle owner or his or her agent. When a vehicle has been impounded for evidence or investigation, the operator shall notify the police department or city depending on the agency directing the storage of the vehicle, prior to the removal of property from a stored vehicle and will provide a receipt, with a copy placed in the stored vehicle.

C. Vehicles ordered towed by the police department or city will only be released by the tow operator under the regulations of the Vehicle Code and the city of Moreno Valley. The city will provide tow operators with appropriate regulations including updates to these regulations as they occur.

D. Prior to the utilization of new storage facilities that were not listed on the tow operator's permit application for the rotation tow service program, the tow operator shall obtain the approval of the city to ensure that the new garage or storage facility meets all applicable regulations.

E. The operator shall maintain, at a minimum, business hours at the primary place of business of the tow operator of Monday through Friday, eight a.m. to five p.m. except for the following recognized holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving Day, and Christmas Day.

F. Annual Storage Facility Inspections. Tow operators shall have its storage facility inspected annually. The failure of a tow operator or business to have its storage facility inspected annually by the city shall have its tow permit suspend and shall not participate in the city's rotational tow service program. At such time the storage facility is inspected by the city and found to be in compliance with this chapter, the tow operator or business shall be permitted to participate in the city's rotational tow service program. (Ord. 812 § 2, 2010)

12.14.110 Standard rules of operation.

A. Any requests for the removal of traffic hazards shall be made through the police department.

B. When it becomes evident that there will be a delay in responding to a police department or city request for towing service, the responding towing operator shall advise the agency requesting the tow services if the delay will exceed the maximum response time in Section 12.14.130(A).

C. The tow operator or business shall be capable of responding to police or city requests for towing of vehicles and release a vehicle to an owner of a vehicle or his or her authorized agent twenty-four (24) hours a day, seven days a week. An answering service fulfills this requirement.

D. Removing Hazards. After being dispatched by the police department or city to the scene, the tow truck driver shall cooperate with the police officer(s) or city official in removing hazards and illegally parked vehicles as requested. It is the duty of the police officers or city to determine when such a vehicle should be impounded or moved, and the driver shall abide by their decisions.

E. Each towing operator or business shall comply with Section 27907 of the Vehicle Code of the state of California regarding signs on tow trucks. Only tow trucks bearing the name of the tow operator called shall be dispatched to the scene of need.

F. All tow operators shall conduct their business in an orderly, ethical, businesslike manner and use reasonable means to obtain and keep the confidence of the motoring public.

G. Towing operators participating in city's rotational tow service program shall be responsible for the acts of their employees (office and field personnel) while on duty. A tow operator shall be responsible for damage to

vehicles while in their possession.

H. A tow operator's records, equipment and storage facilities shall be subject to periodic checks by police department investigators and/or the city during regular business hours. Failure to permit the periodic checks will be considered a breach of the rotational tow service agreement and shall cause the immediate suspension of the tow operator from the city's rotational tow service program.

I. All vehicles stored or impounded as a result of a tow ordered by the police department or city shall be made available to the owner of the vehicle or his or her representatives, an authorized insurance agent, insurance adjustor, or body shop or car dealer, for the purpose of estimating or appraising damages, with the exception of vehicles with a "police hold." The tow operator shall keep a written record of every vehicle stored for a period longer than twelve (12) hours pursuant to Section 1065(a) of the California Vehicle Code.

J. The permitted tow business shall record their time in and their time out on every city requested tow truck assignment. Such records shall be available and open to examination by the police department and/or city.

K. All permitted tow businesses shall submit a monthly rotational tow service program report to the police department and city within ten (10) business days of the last day of each month. The report shall include the following:

1. Total police and city impounds;
2. Number of times dispatched by police department or city;
3. Number of these calls resulting in impounds;
4. Number of vehicles sold on lien sale under authority of Section 3072, Civil Code, and reporting said lien sales as per authority of Section 851.2 CVC;
5. Number of vehicles sold under low value vehicles as defined by California Vehicle Code Section 22851.3;
6. Number of calls which required more than one hour's time.

L. All tow trucks used shall have two-way communication with the tow operator's communication center.

M. A tow operator shall not proceed with any repair work on a vehicle or place any charges against a vehicle other than those occasioned by removal from the street and storage unless authorized by the vehicle owner or designated agent.

N. A tow operator, when disposing or dismantling of unclaimed vehicles, shall abide by all Civil and Vehicle Code Sections pertaining thereto.

O. All vehicles stored or impounded as a result of a tow ordered by the police department or city shall be towed directly to a tow operator's approved storage facility unless the police department, city or other person legally in charge of the vehicle requests that it be taken to some other location.

P. A tow operator shall not begin the lien-sale process for a minimum of five days after the tow operator took possession of a vehicle under the city's rotational tow service program.

Q. The city shall conduct, at a minimum, one annual meeting to discuss with the tow operators or designee, the city's rotational

tow service program. Attendance at the meeting is mandatory. The city shall give a thirty (30) day written notice of the meeting.

If a tow operator fails to attend the meeting, said tow operator shall be suspended until such time that the tow operator can attend an alternate annual meeting with the police department and city to discuss the rotational tow service program. Said meeting is mandatory and will be held within sixty (60) days from the date the meeting was originally to be held.

Failure to attend a second, rescheduled mandatory meeting will lead to the termination of the tow rotation service agreement with the city for the duration of the contract period. (Ord. 812 § 2, 2010)

12.14.120 Additional services to be provided.

Any tow operator selected to be part of the rotational tow service program shall provide to the city, at no charge, emergency response to aid and service all city owned and police department vehicles within a reasonable radius of the city. (Ord. 812 § 2, 2010)

12.14.130 Response to calls.

A. The tow operator shall respond to police department or city calls twenty-four (24) hours a day, seven days a week, within the maximum response time of twenty (20) minutes. The tow operator will advise the police department dispatch or city, at the time of notification, if they are either unable to respond or unable to meet the maximum response time. If, after accepting the call, the tow operator is unable to respond or will be delayed in responding, the tow operator shall immediately notify central dispatch or the city. The tow operator shall not assign calls to other tow operators and/or tow truck drivers not employed by said tow operator.

1. A call to a tow operator shall constitute one turn on the list and the tow operator shall be moved to the bottom of the list. This includes when the tow operator fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond or provide service, or is canceled due to excessive response time. The city and police department shall keep separate tow rotation lists.

2. Repeated failure to respond and/or failure(s) to respond within the maximum response time requirements, on a continuous basis, shall constitute failure to comply with the terms and conditions of this chapter and the city council tow service agreement.

B. A tow operator shall not respond to a police department or city call assigned to another tow operator unless requested to do so by the police department or city.

1. There may be times when a driver, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a police officer requests his or her assistance in clearing the roadway. In such a case, the driver may be requested to move the vehicle to a safe location, as directed by the officer, and leave it. There shall be no charge for this assistance, and the assistance provided shall not change the tow operator's place in the rotation. (Ord. 812 § 2, 2010)

12.14.140 Rates.

A. All fees and storage rates shall be charged to a vehicle's owner or authorized agent. Said fees and storage rates charged for response calls originating from the police department or city shall be reviewed by the city council and shall be reasonable and not in excess of those rates charged for similar services provided in response to request initiated by any other public agency or private person. The reasonableness of the fees charged will be determined in the following manner:

1. The rate for towing shall be from portal to portal and may be charged at a one-hour minimum. Charges in excess of one hour may be charged in fifteen (15) minute increments. There shall be no additional charges for mileage, labor, etc. Secondary towing requested by the customer may be negotiated by the tow operator in accordance with his/her private business practices.

B. Rates for service calls (out of gas, lock outs, etc.) shall be from portal to the end of the service, and may be at the hourly rate with a thirty (30) minute minimum. Charges in excess of thirty (30) minutes may be charged in fifteen (15) minute increments.

C. The fees added for after business hours release of a vehicle shall be no more than one-half the hourly rate, and shall only be allowed if there is no person available at the storage facility for release and a call back is

required.

D. Storage fees shall be charged by calendar day except that vehicles stored eight hours or less shall be charged no more than one day storage.

E. The schedule of rates shall be posted in the lobby of the tow business. These rates shall be displayed on an eleven (11) inch by seventeen (17) inch minimum sign in one-inch lettering. Additionally, rates shall be made available upon demand to person(s) for whom the tow services were provided or his or her agent. (Ord. 812 § 2, 2010)

12.14.150 Suspension and revocation.

A. Tow operator and tow truck driver permits may be suspended or revoked by the city after notice and hearing with respect thereto, on the following grounds:

1. That the tow operator or truck driver has failed to operate in accordance with the provisions of this chapter and the tow service agreement approved by the city council;
2. That the tow operator has failed to maintain or secure insurance on any tow truck;
3. That the tow operator has failed to provide reasonable services to the city or the police department;
4. That the public safety or convenience and necessity would be best served by such revocation or suspension of the tow permit for any tow operator or business;
5. That the tow permit in question was obtained on the basis of misrepresentation made or induced by or on behalf of the holder of the tow permit;
6. That the tow operator has engaged in conduct which would have constituted grounds for denial of an application for such a tow permit;
7. That the tow operator permits a tow truck driver to respond to a call by the police department and/or city in violation of this chapter;
8. That a tow operator or business intentionally overcharges or demonstrates a pattern of overcharging customers;
9. That a tow operator or business fails to maintain a tow truck's safety equipment, safe overloading requirements of a tow truck, and/or a tow truck's gross vehicle weight rating while towing a vehicle;
10. That a tow operator fails to permit the police department and/or city to inspect its storage facilities.

B. The city council shall establish the manner in which disciplinary action will be considered and the terms for suspension and even termination of a tow operator from the city's rotational tow service program.

C. Nothing shall preclude the city from taking the appropriate enforcement or administrative action for any violation of law.

D. Violations of the terms and conditions of the tow service agreement or this chapter may be cause for disciplinary action in the following manner:

1. First violation within a twelve (12) month period: letter of written reprimand;
2. Second violation within a twelve (12) month period: one to thirty (30) day suspension;
3. Third violation within a twelve (12) month period: sixty (60) to ninety (90) day suspension;
4. Fourth violation within a twelve (12) month period: termination of the tow service agreement for the current contract period.

E. A tow operator or business participating in the city's rotational tow service program found guilty of a felony is prohibited from participating in the city's rotational tow services program for the current contract period. (Ord. 812 § 2, 2010)

12.14.160 Summary suspension of permit pending opportunity for hearing.

Notwithstanding Section 12.14.170, any police officer duly acting as such within the city has the authority to temporarily suspend a tow truck driver's permit immediately if the driver thereof is arrested for conduct which jeopardizes the public health or safety. (Ord. 812 § 2, 2010)

12.14.170 Hearing and procedure.

Prior to any suspension or revocation of a tow permit the city manager or designee shall give the permit holder notice of intent to suspend or revoke the permit and state the proposed grounds for the suspension and revocation. A hearing shall be held within twenty (20) days on whether a tow permit should be suspended or revoked. Notice of hearing shall be mailed at least ten (10) days before the hearing by certified mail, with a five-day return requested, to the permittee. If any of the foregoing notices are returned undeliverable by the United States Post Office, the hearing shall be continued to a date not less than ten (10) days from the date of the return and may then be conducted on the date to which continued whether or not the party is present. (Ord. 812 § 2, 2010)

12.14.180 Hearing officer.

All hearings under this chapter shall be held before a hearing officer. The city manager, or designee, shall be the hearing officer of the city. (Ord. 812 § 2, 2010)

12.14.190 Hearing officer—Power and duties.

The hearing officer shall hear all facts and testimony which he or she deems pertinent. The hearing officer shall not be limited by the technical rules of evidence, but may consider any evidence upon which a prudent person might rely in arranging his or her own affairs. The permittee may appear in person at the hearing or present a written statement in time for consideration at the hearing. (Ord. 812 § 2, 2010)

12.14.200 Findings and determination by the hearing officer.

The hearing officer may impose such conditions and take such other action as he or she deems appropriate under the circumstances to carry out the purpose of this chapter. If an interested party makes a written presentation to the hearing officer but does not appear, he or she shall be notified in writing of the decision. The hearing officer shall have thirty (30) days in which to render a decision. (Ord. 812 § 2, 2010)

12.14.210 Notice and surrender.

No temporary suspension shall be for a period of more than twenty (20) calendar days. Notice of suspension or revocation shall be given by either personal service on the permittee or by certified mail, return receipt requested and addressed to the address of record on his or her application and, where appropriate, to the address of his or her employer. (Ord. 812 § 2, 2010)

12.14.220 Surrender of permit.

A tow operator's permit issued pursuant to this chapter which has been suspended or revoked must be surrendered to the financial and administrative services director or designee within ten (10) days of the giving of

notice to the holder that the permit has been suspended or revoked. The operation of any tow business or driver authorized by any such permit shall cease upon receipt by the holder of the notice of suspension or revocation. Such notice shall be deemed to have been received by the holder of the permit when personally delivered to such person or, if given by certified United States mail with return receipt requested, on the second city business day after the notice has been deposited in the United States mail. (Ord. 812 § 2, 2010)

12.14.230 Appeal to city council.

Any interested party may appeal the decision of the hearing officer pursuant to the hearing and appeal procedure set forth in Sections 2.04.100 through 2.04.130. (Ord. 812 § 2, 2010)

12.14.240 Permits in effect at the time of adoption.

Any tow operator permit in effect at the time the ordinance codified in this chapter is adopted shall be null and void unless said tow operator is offered a tow service agreement to participate in the city's rotational tow service program. Said permit would expire on the date noted on the tow operator permit. A new tow operator permit may be granted at that time if all of the terms and conditions of the city and all regulations of this code are complied with. (Ord. 812 § 2, 2010)

Attachment 2

CITY of Moreno Valley
INDEPENDENT CONTRACTOR AGREEMENT (SAMPLE)
Rotational Tow Services Program

This Agreement is made by and between the CITY of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "CITY", and the following named independent contractor, hereinafter referred to as the "TOW OPERATOR," based upon CITY policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as an independent contractor; and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

This Agreement is made and entered into effective the date the CITY signs this Agreement.

1. TOW OPERATOR INFORMATION

Tow Operator's Business/Company Name: _____
Authorized Representative: _____
Address: _____
CITY: _____ State: _____ Zip: _____
Business Phone: () _____ Fax No. () _____
E-mail address/Web site: _____
Other Contact Number: _____
Social Security Number: _____
Business License Number: _____
Federal Tax I.D. Number: _____

2. TOW OPERATOR SERVICES, FEES, AND RELEVANT DATES

WITNESSETH

WHEREAS, the CITY seeks to engage the services of the TOW OPERATOR to participate in CITY Rotational Tow Services Program for towing services throughout the City of Moreno Valley for the removal of vehicles from the public right-of-way (i.e., "Off-site Vehicle Removal") and the removal of inoperable vehicles from private property (i.e., "Vehicle Abatement Services") at no cost or charge to the CITY, or its contract services with the Riverside County Sheriff's Department and the Riverside County Fire Department and its service provider, Cal Fire, and

WHEREAS, the CITY agrees to utilize, on a rotational basis, for Off-Site Vehicle Removal and Vehicle Abatement Services, only those TOW OPERATOR(s) located in the City of Moreno Valley, as defined herein and as set forth in Chapter 12.14, Police and City of Moreno Valley Rotational Tow Service of the Moreno Valley Municipal Code and attached hereto as Exhibit "A" and made a part hereof, who have signed an Agreement with the CITY, and

WHEREAS, the TOW OPERATOR who is a signatory to this Agreement, has completed and submitted the necessary information and other documents required by the CITY (hereinafter call "Request for Proposal or RFP") attached hereto as Exhibit "B" and made a part hereof, to provide Rotational Towing Services within its corporate boundaries, and

WHEREAS, the TOW OPERATOR represents that it has the necessary expertise, licenses, equipment, storage facilities, personnel, and insurance and has been issued a CITY Tow Operator's Permit and Tow Truck Permit(s) in accordance with Chapter 5.02, Business License and Chapter 12.14 of the Moreno Valley Municipal Code to meet all requirements of the CITY to provide towing services within the City of Moreno Valley, and

WHEREAS, the CITY has relied upon TOW OPERATOR's representations in entering into this Agreement.

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

A. The TOW OPERATOR's Proposal. The TOW OPERATOR's proposal is described in Exhibit "C" attached hereto and incorporated herein by this reference.

B. Contract Period. The TOW OPERATOR Starting Date is _____ and the TOW OPERATOR Ending Date is _____. The TOW OPERATOR shall not be responsible for delays caused by others or delays beyond the TOW OPERATOR's reasonable control (excluding delays caused by non-performance or unjustified delay by TOW OPERATOR, or his/her/its employees).

C. General Responsibilities of TOW OPERATOR.

- I. TOW OPERATOR shall provide towing services at the request and direction of the Riverside County Sheriff's Department (herein after referred to as "Moreno Valley Police Department") and CITY'S Code & Neighborhood Services Division for all tows necessary from public right-of-way and from private property. Calls for towing services shall be initiated by the MORENO VALLEY POLICE DEPARTMENT and/or by the CITY'S Code & Neighborhood Services Division under the CITY'S Vehicle Abatement Program.
- II. The OPERATOR shall be responsible for reasonable cleanup of debris left at the scene of a collision or at the direction of the MORENO VALLEY POLICE DEPARTMENT.
- III. There shall be no charge or fee to the CITY, or MORENO VALLEY POLICE DEPARTMENT or the CITY'S Code & Neighborhood Services Division for any towing services by the OPERATOR to include vehicles towed at the request of the CITY/MORENO VALLEY POLICE DEPARTMENT in which the vehicle is used in the commission of a crime or other matters in which the vehicle must be impounded for investigation and/or further analysis. All charges or fees shall be applied

only to the legal owner or registered owner of the vehicle or to the property owner as appropriate. All reference to charges or fees in this Agreement thereto shall refer to charges against the vehicle owner and not to the CITY, MORENO VALLEY POLICE DEPARTMENT or CITY'S Code & Neighborhood Services Division.

- IV. The TOW OPERATOR shall maintain records of tow services furnished including a description of vehicles, nature of service and time and location of calls. Such records may be inspected at any time by the MORENO VALLEY POLICE DEPARTMENT and CITY. The OPERATOR shall mark the windshield of each vehicle towed as part of the CITY Rotational Tow Services Program to read: "MOVAL" and either "I" for "impounded" or "S" for "stored".
- V. The TOW OPERATOR and its tow truck drivers shall maintain, during the entire contract period, proper licenses, in accordance with California Vehicle Code Section 12804 and the CITY as set forth in Chapter 12.14 of the Moreno Valley Municipal Code.
- VI. Towing vehicles will be maintained in compliance with the provisions of Sections 24605, 25253, 25300, 27700, and 27907 of California Vehicle Code and Section 9701 of the Revenue and Taxation Code and the CITY as set forth in Chapter 12.14 of the Moreno Valley Municipal Code.

D. Fees for Special Operations

- I. For special operations involving Class B, C, and D tow trucks, the TOW OPERATOR shall submit his/her proposed fees for vehicle recovery operations and load salvage operations to the CITY. Fees shall be reasonable and consistent with industry standards for similar operations. Charges in excess of the one hour minimum charge outlined in this section may be charged in fifteen-minute increments.
 - a. Hourly rates shall be established for the following:
 - 1) Auxiliary Equipment, e.g., airbags, converter gear/dolly, additional trailers, etc.
 - 2) Contracted Equipment, e.g., airbags, converter gear/dolly, additional trailers, forklifts, scoop loaders, etc.
 - 3) Contract labor.
 - b. The CITY shall determine the reasonableness of the fees for these types of operations, based upon the average of the proposed fees submitted and a comparison to industry standards for similar operations.
- II. If the TOW OPERATOR performs a service for which a required rate was not submitted to, and/or approved by the CITY, the TOW OPERATOR shall only be entitled to charge for the actual cost of that service. Example: contract labor rate not submitted, the TOW OPERATOR may only charge for the actual rate paid for the labor.

- E. Release of Stored or Impounded Vehicle. No vehicle shall be released to a vehicle's owner or authorized representative or agent without prior written approval from the CITY to release the vehicle from the OPERATOR'S possession.

3. STANDARD TERMS AND CONDITIONS

- A. Control of Work. TOW OPERATOR is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The CITY will not provide any training to TOW OPERATOR or his/her/its employees.
- B. Intent of Parties. TOW OPERATOR is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the TOW OPERATOR or any individual whose compensation for services is paid by the TOW OPERATOR, an agent or employee of the CITY, or authorizing the TOW OPERATOR to create or assume any obligation or liability for or on behalf of the CITY, or entitling the TOW OPERATOR to any right, benefit, or privilege applicable to any officer or employee of the CITY.
- C. Responsibilities of the CITY. The MORENO VALLEY POLICE DEPARTMENT and CITY'S Code Compliance Division will maintain rotational lists composed solely of the TOW OPERATOR who is signatories to the Agreement unless as otherwise provided for by MORENO VALLEY POLICE DEPARTMENT or CITY procedure. To the greatest extent feasible, the MORENO VALLEY POLICE DEPARTMENT and CITY'S Code Compliance Division shall use the same rotational list.
- D. Legal Considerations. The TOW OPERATOR shall comply with applicable federal, state, and local laws in the performance of this Agreement.
- E. TOW OPERATOR Indemnification. TOW OPERATOR shall indemnify, defend and hold the CITY, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of TOW OPERATOR's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the TOW OPERATOR is not covered under the CITY's general liability insurance, employee benefits, or worker's compensation. It further establishes that the TOW OPERATOR shall be fully responsible for such coverage.
- F. CITY Indemnification. The CITY agrees to indemnify, defend and save the TOW OPERATOR and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the CITY's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the CITY under this Agreement, or are caused or claim to be caused by the negligent acts of the CITY, RDA and CSD, their officers, agents or employees, or its contractor(s) or any person acting for the CITY or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from

the negligence or willful misconduct of the TOW OPERATOR, its officers, agent, or employees.

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

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

- a. Bodily Injury \$1,000,000 per occurrence/ \$2,000,000 aggregate
- b. Property Damage \$500,000 per occurrence/ \$500,000 aggregate

II. Minimum Limits of Insurance: Commercial Business Automobile Liability: \$500,000 per accident for bodily injury and property damage with a combined single limit for Class A tow trucks. The combined single limits for Class B, C, and D shall be not less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.

III. On-Hook Coverage: Insuring the vehicle in tow with limits based on the size of the tow truck.

- a. Class A Tow Truck: \$ 25,000
- b. Class B Tow Truck: \$ 50,000
- c. Class C Tow Truck: \$100,000
- d. Class D Tow Truck: \$100,000

III. Garage Liability: Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$50,000.

a. Garage Keepers Liability: Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the TOW OPERATOR in the storage yard.

b. Uninsured Motorist: Legal minimum combined single limit. In no case shall the required insurance coverage have a deductible greater than \$1,000.

c. Deductibles and Self-Insured Retention: Any deductible of 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 respect to

the City, its officers, officials, employees and volunteers; or the OPERATOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

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

- H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by TOW OPERATOR in the course of performing or otherwise

as a result of its work, shall become the sole property of the CITY unless explicitly stated otherwise in this Agreement. The TOW OPERATOR may retain copies of any and all material, including drawings, documents, and specifications, produced by the TOW OPERATOR in performance of this Agreement. The CITY and the TOW OPERATOR agree that to the extent permitted by law, until final approval by the CITY, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current Proposal as attached (Exhibit "C"). This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- J. Suspension, Revocation and Termination. The CITY may suspend or revoke a TOW OPERATOR's permit as set forth in Chapter 12.14 of the Moreno Valley Municipal Code. In the event the CITY revokes the TOW OPERATOR's permit, this agreement with the TOW OPERATOR shall be terminated by giving at least ten (10) days written notice to the TOW OPERATOR. The written notice shall specify the date of termination. In the event the CITY terminates this Agreement for cause, the TOW OPERATOR shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- K. Recovery of City Administrative Fees and Costs. In accordance with California Vehicle Coded Section 12110(b) and in consideration of the CITY's granting of the right to tow, impound and store vehicles at the direction of the CITY pursuant to this agreement, each TOW OPERATOR shall pay the CITY for its actual and reasonable costs incurred in administering the agreement and operating a RTS Program. The administrative costs of operating a RTS Program to be recovered are, but not limited to, the following: developing a RFP and Agreement, issuance of permits, annual meeting, site inspections, DUI checkpoint coordination, correspondence with TOW OPERATOR, review of monthly reports, and enforcement of terms and conditions of the RFP, TOW OPERATOR's Proposal, and Chapter 12.14 of the Moreno Valley Municipal Code.

Prior to the beginning of service, the TOW OPERATOR shall deposit with the CITY \$5,000 to cover the City of Moreno Valley's reasonably borne administrative costs (i.e., salary plus direct and indirect costs) of MORENO VALLEY POLICE DEPARTMENT and CITY personnel involved in operating the RTS Program. At such time the balance of the deposit is less than \$500, the CITY shall notify the TOW OPERATOR in writing to replenish said deposit. If the TOW OPERATOR fails to replenish the deposit within thirty (30) calendar days from the date of the written notice, the CITY shall suspend the TOW OPERATOR from the RTS Program until the funds are received by the CITY. If the TOW OPERATOR fails to replenish the deposit amount

within sixty (60) days, this agreement with the TOW OPERATOR shall be terminated and removed from the RTS Program for the remainder of the contract period. Any outstanding CITY administrative fees are immediately due and payable.

L. Restrictions on CITY Employees. The TOW OPERATOR shall not employ any CITY employee or official in the work performed pursuant to this Agreement. No officer or employee of the CITY shall have any financial interest in this Agreement in violation of federal, state, or local law.

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

SIGNATURE PAGE TO FOLLOW

SAMPLE

SAMPLE

SAMPLE

SAMPLE

SAMPLE

SAMPLE

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

CITY OF MORENO VALLEY

TOW OPERATOR

BY: _____,
 , Mayor

BY: _____

TITLE: _____
(President/Vice President/Other)

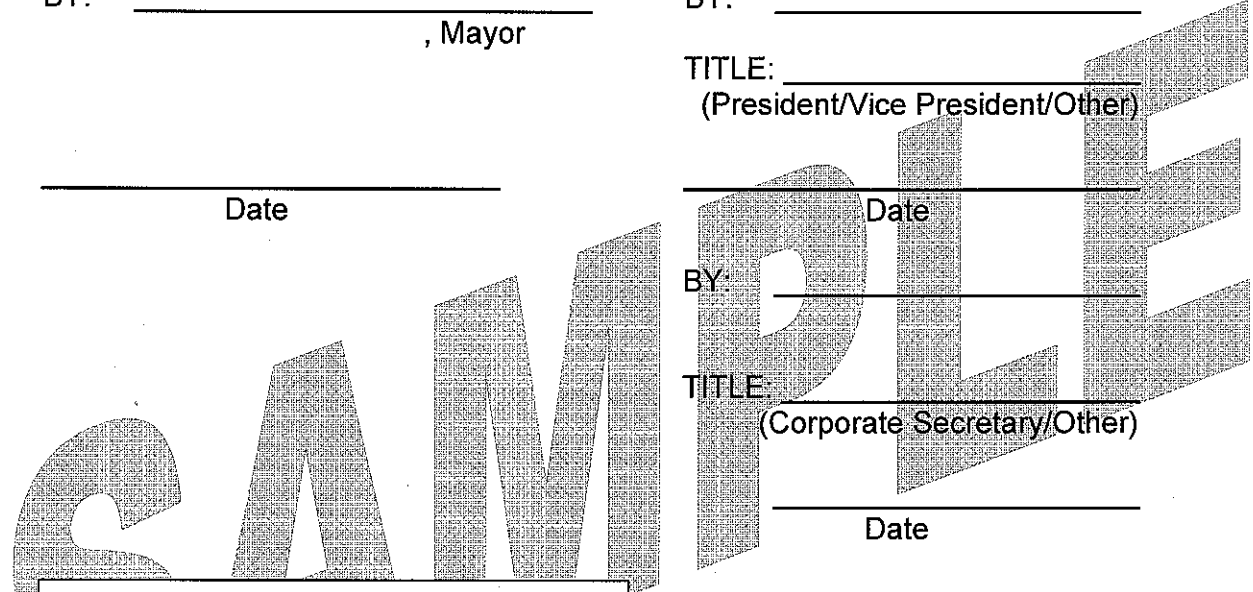
Date

Date

BY: _____

TITLE _____
(Corporate Secretary/Other)

Date



INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

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BALDWIN'S AUTOMOTIVE & TOWING

Evaluation Form

Proposal with Addendum

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised 11/1/2010

TOW COMPANY: Baldwin Towing Services

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
City of MV Business License	X		License #00691 - Copy submitted 10/19.
No financial interest in other tow company and/or applicant within City of MV	X		Statement received 10/19.
Storage yard must be located in City limits	X		21891 Alessandro Blvd., Moreno Valley, CA 92553
1. Organizational Information			
a. Company Name	X		Baldwin's Automotive, Inc.
DBA			
Documentation for authorized individual to submit RFP	X		Submitted page from agreement with signature dated 10/12/2010
b. Organizational Structure	X		California Corporation
Date of organization	X		February, 1988
c. Federal Tax ID #	X		33-0275930
d. Name	X		Howard Baldwin
Address	X		21891 Alessandro Blvd., Moreno Valley, CA 92553
Phone	X		(951) 653-7355
Fax	X		(951) 653-4765
e-mail	X		tbaldwins@yahoo.com
e. State of CA permits/licenses	X		Motor Carrier Permit #0144745 dated: 04/23/10-1/31/2011.
Statement that company accepts all conditions/rqmts in RFP	X		Signed by Howard Baldwin (page 2)
2. Facilities, Equipment and Personnel			
a. Address: Administrative offices	X		21891 Alessandro Blvd., Moreno Valley, CA 92553
Address: Vehicle storage facility (if separate from office)	X		21891 Alessandro Blvd., Moreno Valley, CA 92553
Site Plan: Administrative Offices	X		21891 Alessandro Blvd., Moreno Valley, CA 92553
Site Plan: Vehicle storage facility (if separate from office)	X		21891 Alessandro Blvd., Moreno Valley, CA 92553

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST
 revised 11/1/2010

TOW COMPANY: **Baldwin Towing Services**

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
<i>Site Plan</i>			
Name, address, phone number of applicant/tow operator	X		
Property lines/lot dimensions	X		
Dimensions of access points to site, off-street parking, loading, parking for customers/employees	X		
Location of building structures - include distance between buildings/property lines	X		
Location of driveways	X		
Location of landscape planters	X		
Location of building security lights	X		
Location of parking lot lights	X		
Location of perimeter fencing	X		
Evidence that lot will accommodate min. number of cars per stds.	X		153 vehicles outside; 29 inside
b. Deed of Trust or Lease	X		Provides Riverside County Property Tax bill for fly 10/11. Deed provided 10/19/10.
List of any secondary facilities with all included from 2 a. above.			N/A
c. List of all Equipment	X		N/A
Vehicles			Other specialty vehicles noted.
Class	X		Vehicle #1 CLASS A Vehicle #2 CLASS A Vehicle #3 CLASS A
Make	X		INTERNATIONAL FORD FREIGHTLINER
Model	X		4000 F650 SUPER MED CONV F
Year	X		2004 2006 1999
Equipment for each Vehicle	X		Flat bed Flat bed Wheel lift
PLATE NO.	X		Plate #8M21905 Plate #7Z98146
CHP Forms	X		CHP407F CHP407F CHP407F
Vehicle Replacement Policy	X		Stated "Replacement of equipment as needed or when newer trucks are required.
			Provided copy of vehicle registration card + insurance for vehicles 1-3 above.

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST
 revised 11/1/2010

TOW COMPANY: Baldwin Towing Services

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
e. Personnel			
Drivers	X		3 Drivers included with "Rotational Tow Truck Driver Permit."
Supervisory	X		Howard Baldwin
Office	X		Pat Armstrong
Recruitment, Training and Customer Service Practices	X		Recruitment business practice: Background checks; 2 years min experience; 2 weeks hands-on training; and safety training video.
3. Financial/Organizational			
a. History of tow business	X		In towing business since 1971. MVPD 1976-present; CHP 1975-1996; AAA 1975-1996; general public 1971-present. 39 Years in Moreno Valley.
Experience of company's key mgmt. personnel	X		3 Generations: Family-owned
Program for substance abuse/drug free workplace	X		Periodic drug testing through State Fund.
How tow company will provide monthly reports for stored/impounded vehicles, release of vehicles or other	X		Log book system for tracking - logged in/out as released by MVPD. Files retained for one-year.
d. Certificate of Insurances	X	X	<i>Preliminary review of the certificates of insurance provided demonstrates the general compliance with the conditions of the RTS Program. Upon award of contract, each tow operator will be required to meet the City's insurance requirements. Each certificate will be reviewed and approved by City's Risk Manager.</i>
e. Identify years of experience	X		39 years in City of Moreno Valley
f. List any contracts has or had in last 5 years similar to City reqmts. Name/Contact for each reference	X		City of Moreno Valley
Complaints received from cities within last 2 years. Including equipment violations, inspection cites, etc.	X		No complaints or equipment violations - see CHP report on each vehicle.
Indicate if company has been suspended or terminated by another governmental agency; state reasons	X		None

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised 11/1/2010

TOW COMPANY: **Baldwin Towing Services**

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
i. Describe safety policies and safety training provided to employees.	X		Business safety policy - see 2.e.
* If towing has been cited, suspended, terminated - supply date/description of violation/incident.	X		None
j. Provide collection procedure(s) and policy(ies)	X		10/19 provided statement: For collections procedures and policies as well taking ATM, Cash, major credit cards. When said vehicle goes through lien sale, we turn over to collection company Ricken Bocker to collect any remaining fees.
k. Explain how business would move large number of vehicles in short time period.	X		Two flatbeds can pick up four vehicles at one time and be back prior to one hour to pick up four more. One wheel lift can pick up one vehicle and be back prior to one hour for next vehicle approximately ten per hour.
4. Rates for Service			
a. Fees			
Hourly Rate	X		CLASS A
After hours gate opening	X		\$180.00
Inside Storage	X		\$70.00
Outside Storage	X		\$50.00
Specialized added equipment:	X		\$45.00
Extra Man	X		\$185.00
Response time - during business hours	X		Gojacks, dollies, dual line winching, snatch blocks
Response time - after business hours	X		\$55.00
Storage or any other fee charged to vehicle owner and/or his agent.	X		20 minutes or less
Submit a mark-up rate (% of cost to tow operator) for retail equipment and specialized labor not listed on application.	X		30 minutes or less

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised 11/1/2010

TOW COMPANY: **Baldwin Towing Services**

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
5. Applicant shall submit:			
a. Five (5) copies of Proposal	x		
One (1) unbound 8.5 x 11 black and white copy (reproducible)	x		
b. One (1) electronic copy (Adobe/PDF)	x		
RTS APPLICATION FEE \$2,828	x		
Cert of Occupancy - Building & Safety cannot find record of this. Business has been in MV for 39 years.			
<p>NOTES: Requested information on security system specs. PD has a concern with some light and camera locations. The tow operator will have to correct prior to the start of service on the RTS Program. Response time exceeds MVMC Chapter 12.14. Tow operator will be conditioned to comply with 20 minute response time.</p>			

Bid Proposal – RFP #JLL-10/11-01
City of Moreno Valley Rotational Tow Program
October 6, 2010

Baldwin's Automotive & Towing
Howard Baldwin
951-653-7355
E-mail address – tbaldwins@yahoo.com

At this time I would like to give some history of our business and future plans. We have been at this location for 39 years and are now 2nd and 3rd generation. Before Moreno Valley was incorporated we towed for Moreno, Edgemont, and Sunnymead Police Depts., County Sherriff's Dept., California Highway patrol, Triple AAA, and our customers. When Moreno became Moreno Valley in 1984, we continued our towing services up to 2003, and from 2003 to present day towing for Moreno Valley Police Dept., Sherriff's Dept., and customers. We do not tow for any other towing companies nor do we have any outside contracts. Our main intentions are to continue towing services for the Moreno Valley Police Dept. upon this contract bid proposal and will work to comply to changes required upon inspection of our facilities. If you have any questions or would like to visit our facilities please call me.

Thank you,

Howard Baldwin
951-653-7355

1. Organizational Information
 - a. Baldwins Automotive, Inc. Howard Baldwin
 - b. Corporation, Feb. 18, 1988
 - c. Federal tax ID 33-0275930
 - d. Howard Baldwin
21891 Alessandro Blvd.
Moreno Valley, CA 92553
Tel. 951-653-7355
Fax. 951-653-4765
E-Mail tbaldwins@yahoo.com
 - e. Business Lic. - See attachment 1.e
 - f. I Howard Baldwin except all conditions and requirements contained in RFP Chapter 12.14
2. Facilities, Equipment and Personnel
 - a. 1 of 2 Dwg B-1 Plot Plan, Covers I-VII – See attachment 2.a, 1 of 2
1 of 2 Dwg B-1 for Adobe PDF – See attachment 2.a, 2 of 2
 - b. Property Ownership, Copy of Riverside County tax bill see attachment 2.b
 - c. No secondary facilities
 - d. Equipment – see attachments 1-7
1 of 7 Class 'A' International
2 of 7 Class 'A' Ford
3 of 7 CHP 407F International
4 of 7 CHP 407F Freight Liner
5 of 7 Class 'A' Freight Liner
6 of 7 DMV Motor Carrier Permit
7 of 7 CHP 407F Ford
Replacement of equipment as needed or when newer trucks are required
 - e. Personnel RTT Driver permit – see attachment 2.e
Howard Baldwin
Paul Baldwin
Cecelio Garcia
Recruitment Business Practice
 - Background checks
 - 2 years min. experience
 - 2 weeks on-hand training
 - Safety training video
3. In towing business since 1971
 - a. Towing for Moreno Valley Sheriff's Dept. since 1976 to present day
Towing for California Highway Patrol 1975-1996
Towing for AAA from 1975-1996
Towing for general public 1971 to present day
Key management – Howard Baldwin w/39 years experience
 - b. Periodic drug testing through State Fund
 - c. Log book system for tracking – logged in and out as release by Moreno Valley PD
All files retained for 1 year

- d. Certificate of insurance – see attachment 3.d
 - 1 of 2 ID # CAD144746
 - 2 of 2 Workmen's comp # 0000503-2010
- e. See 3a
- f. City of Moreno Valley
- g. No complaints or equipment violations
- h. No business towing suspensions or terminations from any agency
- i. Business safety policy – As described in 2.e.
- j. Collection procedures & policy
 - ATM, Cash and all major credit cards only
- k. Two flat beds can pick up 4 vehicles at one time and be back prior to 1 hour to pick up four more, one wheel lift can pick up one vehicle and be back prior to 1 hour for next vehicle approximately 10 per hour.

4. Rates for service

I-V Class 'A' Rates

- \$180.00 per hour portal to portal
- \$70.00 fee for after hours gate opening
- \$45.00 per day storage outside
- \$50.00 per day storage inside
- \$185.00 per hour for specialized added equipment
- \$55.00 extra man

ATTACHMENTS

1. E. Business Lic - 1 of 2 License, 2 of 2 zoning
2. A. 1 of 2 Plot Plan B-1 (11 X 17)
2 of 2 Plot Plan B-1 (for Adobe PDF) 8 ½ X 11
2. B. Property Ownership
2. D. Equipment – Tow Trucks
 - 1 of 7 Class 'A' International
 - 2 of 7 Class 'A' Ford
 - 3 of 7 CHP 407F International
 - 4 of 7 CHP 407F Freight Liner
 - 5 of 7 Class 'A' Freight Liner
 - 6 of 7 DMV Motor Carrier Permit
 - 7 of 7 CHP 407F Ford
2. E. Personnel – RTT Driver Permit
3. D. 1 of 2 Certificate of Insurance
2 of 2 Workmen's Compensation Insurance

12 1 of 2

CITY OF MORENO VALLEY

BUSINESS LICENSE TAX RECEIPT

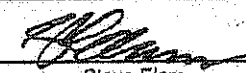
The person, firm or corporation named below has paid the appropriate fees to the City and is hereby granted this business license tax receipt for the business described below. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of any law or ordinance. The City does not pass on the qualifications of the holder of this business license tax receipt.

Business Name: Baldwin Automotive, Inc
Business Location: 21891 Alessandro Blvd, Moreno Valley, CA 92553
Business Owner: Baldwin Automotive, Inc
Howard Baldwin

BUSINESS TYPE: 146
Description: REPAIR SHOP

BALDWIN AUTOMOTIVE, INC
21891 ALESSANDRO BLVD
MORENO VALLEY, CA 92553

BUSINESS LICENSE #: 00690
Effective Date: January 01, 2009
Expiration Date: December 31, 2009


Steve Elam
Financial & Administrative Services Director

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

CITY OF MORENO VALLEY

BUSINESS LICENSE TAX RECEIPT

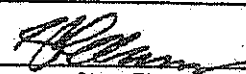
The person, firm or corporation named below has paid the appropriate fees to the City and is hereby granted this business license tax receipt for the business described below. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of any law or ordinance. The City does not pass on the qualifications of the holder of this business license tax receipt.

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BALDWIN AUTOMOTIVE, INC
21891 ALESSANDRO BLVD
MORENO VALLEY, CA 92553

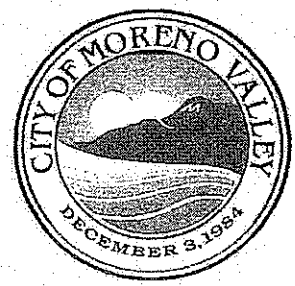
BUSINESS LICENSE #: 00690
Effective Date: January 01, 2010
Expiration Date: December 31, 2010


Steve Elam
Financial & Administrative Services Director

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

People
Pride
Progress



City Hall
P.O. Box 1440
23119 Cottonwood
Building C
Moreno Valley, CA
92388-9664
(714) 243-3200
Fax: (714) 243-3009

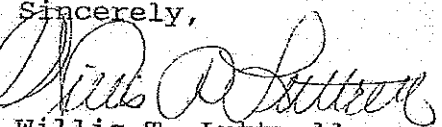
December 17, 1991


Mr. Howard Baldwin
Baldwin Automotive
21891 Alessandro Blvd.
Moreno Valley, CA 92553

Dear Mr. Baldwin:

The property located at 21891 Alessandro Boulevard,
APN# 297-120-013, is currently zoned M-M (Medium Manufacturing).
Vehicle storage and impound is permitted in this zone.

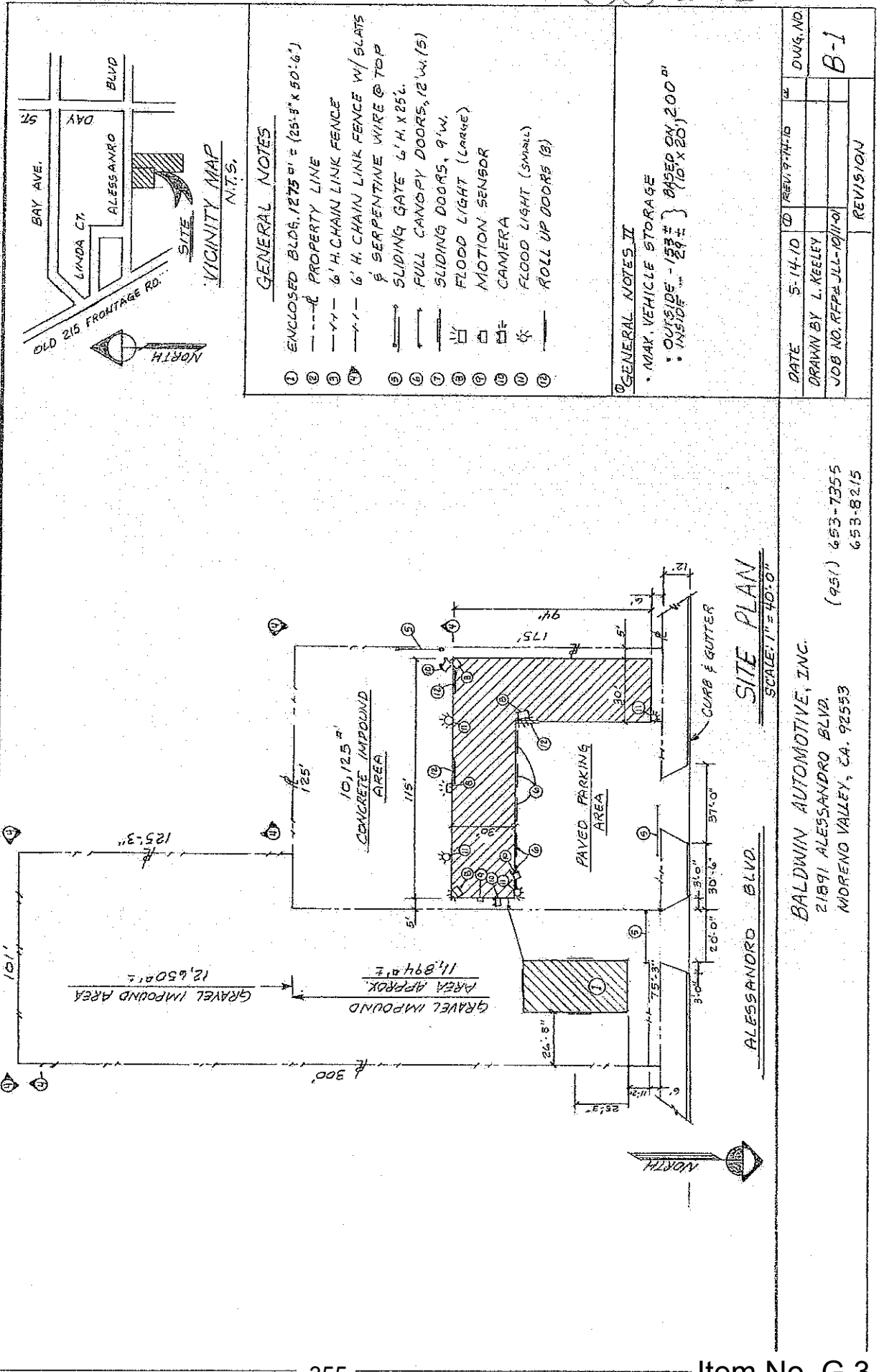
Should you have any further questions, please contact the Community
Development Department, Planning Division, at (714) 243-3200.

Sincerely,

Willis T. Luttrell
Associate Planner


Glen R. Krieger
Planning Official

WL/dmm

* Not to Scale - Reduced Copy For Adobe PDF



GENERAL NOTES

- ① ENCLOSED BLDG. 1275 sq ft (25' x 50' x 6')
- ② --- PROPERTY LINE
- ③ --- 6' H. CHAIN LINK FENCE
- ④ --- 6' H. CHAIN LINK FENCE W/ SLATS
- ⑤ --- SERPENTINE WIRE @ TOP
- ⑥ SLIDING GATE 6' H. X 35'.
- ⑦ FULL CANOPY DOORS, 12' W. (5)
- ⑧ SLIDING DOORS, 9' W.
- ⑨ FLOOD LIGHT (LARGE)
- ⑩ MOTION SENSOR
- ⑪ CAMERA
- ⑫ FLOOD LIGHT (SMALL)
- ⑬ ROLL UP DOORS (3)

GENERAL NOTES II

- MAX. VEHICLE STORAGE
- OUTSIDE - 153 # } BASED ON 200 sq ft
- INSIDE - 29 # }

SITE PLAN
SCALE: 1" = 40'-0"

ALESSANDRO BLVD.

BALDWIN AUTOMOTIVE, INC.
21891 ALESSANDRO BLVD.
MORENO VALLEY, CA. 92553
(951) 453-7355
653-8215

DATE	5-14-10	REV. 7/14/10	DWG. NO.
DRAWN BY	L. REELEY		
JOB NO.	RFP-2 JLL-10/11-01	REVISION	B-1



RIVERSIDE COUNTY UNSECURED PROPERTY TAX BILL

For Fiscal Year July 1, 2010 through June 30, 2011

DON KENT, TREASURER

4080 Lemon St (1st Floor) Riverside, California
(P.O. Box 12005, Riverside, CA 92502-2205)

26

Offices in Riverside, Palm Springs and Temecula

To send us an e-mail, visit our Website: www.riversidetaxinfo.com

IMPORTANT INFORMATION ON REVERSE SIDE

Telephone: (951) 955-3900

or, from area codes 951 and 760 only
toll free: **1 (877) RIVCOTX (748-2689)**

Property Data	RELATED - SECURED ASMT 297120005-4	Bill Number	201001745	ASSESSMENT NUMBER	000078639-9
	DBA BALDWIN AUTOMOTIVE	Tax Rate Area	021-007	Parcel Number	297120013-1
Address	21891 ALESSANDRO BLV MORENO VALLEY 92553				
Owner,	JANUARY 1, 2010 BALDWIN AUTOMOTIVE INC				

BALDWIN AUTOMOTIVE INC
DBA BALDWIN AUTOMOTIVE
21891 ALESSANDRO BLVD
MORENO VALLEY, CA 92553-8202

0 06/16/2010
10135

Barcode

CHARGES LEVIED BY TAXING AGENCIES (See Item #4 on reverse)	AMOUNT
1% TAX LIMIT PER PROP 13	829.90
UNIFIED SCHOOL DEBT SV	22.07
COMMUNITY COLLEGE DEBT SV	10.30
METROPOLITAN WTR DEBT SV (800) 225-5693	3.56

LAND	
STRUCTURES	
TRADE FIXTURES	\$3,637
TREES & VINES	
BUSINESS PERSONAL PROPERTY	79,353
FULL VALUE	\$82,990
EXEMPTIONS	
NET VALUE	\$82,990
TAX RATE PER \$100 VALUE	1.04332
TAXES	\$865.85
Special Assessments & Fixed Charges	
TOTAL AMOUNT	\$865.85

Add 10% penalty after August 31, 2010	\$865.85
	\$865.85

The owner on the lien-date printed after "Owner" in the top box is responsible for the payment of this bill. Sale, removal or disposal of this property after the lien-date does not relieve that owner of the tax liability. A partial-payment fee will be charged if your payment is less than the total amount due.

On **NOVEMBER 1, 2010**, a certificate of lien may be recorded against the owner and a recording fee will be added to the amount due. **THE LIEN MAY AFFECT YOUR CREDIT RATING.** Also, a collection fee may be added.

Then, additional penalties will accrue on the first day of each month, beginning on **NOVEMBER 2010**

Other enforcement actions may include:

- Seizure and sale of personal property, improvements or possessory interests.
- Suit for the amount due plus other charges.

All questions about ownership, values or exemptions must be directed to:

Larry W. Ward, Riverside County Assessor
County Administrative Center
P.O. BOX 12004
Riverside, CA 92502-2204
Website: www.riversidetaxinfo.com

Telephone:

Business and Agribusiness	(951) 955-6210
Boats and Aircraft	(951) 955-6210
All other properties	(951) 955-6200
Exemptions	(951) 955-6200

PLEASE KEEP TOP PORTION FOR YOUR RECORDS
(NO RECEIPTS WILL BE ISSUED - YOUR CANCELLED CHECK IS YOUR RECEIPT)

2 d 1 of 1

REGISTRATION VALID FROM 03/31/2009 TO 03/31/2010 TYPE 31 LICENSE NUMBER 8M21905

VEHICLE IDENTIFICATION NUMBER 1HTMNA...	MAKE Ford
FB	00/00/2004
03/11/2009	TOTAL FEES PAID 1529 3300 R

REGISTERED OWNER
LIE HOLDER

TCF EXPRESS LSG LSR
STREET ADDRESS AND CITY
MOUNTAIN VALLEY



TCF EXPRESS
MOUNTAIN VALLEY

55305
7876815C

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
REGISTRATION AND SALES TAX DIVISION

Insurance Agency, Ray Villa fax: 714283257 page 7 of 7

12/2/2009 11:00:01 AM

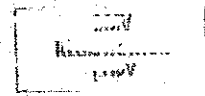
EVIDENCE OF INSURANCE - STATE OF CALIFORNIA

REG. CALIFORNIA AUTOMOTIVE
DGA: BALDWIN AUTOMOTIVE, INC.
MORNING

Policy Number: 60471000
License No.

Year 2004
Make Ford
Model F150
VIN 1HTMNA...

California Insurance Exchange
California Insurance Exchange certifies that it
is an authorized agent for the sale of insurance in California.
This license is valid for the state of California.
The California Insurance Exchange is a member of the National Association of Insurance Commissioners.



The California Insurance Exchange is a member of the National Association of Insurance Commissioners. This license is valid for the state of California.

2 d 2 of 7

COML 11/30/2009 TO 11/30/2010 31 7298146

VEHICLE IDENTIFICATION NUMBER
3FRNF65F36V298325

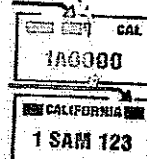
BODY TYPE MODEL
FB
DATE ISSUED
11/24/2009

CYLS.		DATE FIRST SOLD		CLASS		MAKE	
00/00/2005		RD		RD		FORD	
Yr. Model		Yr. Model		Yr. Model		Yr. Model	
2006		2006		2006		2006	
TYPE VEH.		MP	AX	WC	UNLADEN GROSS WT	TOTAL FEES PAID	
32F		D	2	C	26000	\$882	
						3300 R	

TO REMOVE THE STICKER FROM THE BACKING, BEND STICKER AT SLIT AND PEEL SLOWLY.

- INSTRUCTIONS FOR APPLYING STICKER TO LICENSE PLATE
1. CLEAN SURFACE THOROUGHLY. SCRAPE OFF ACCUMULATED STICKERS (STICKER WILL NOT STICK IF WET OR DIRTY).
 2. PUT STICKER ON REAR LICENSE PLATE AS SHOWN BELOW.

MOTORCYCLES:
Right Half of This Well



ALL OTHERS:
In Top Right Corner

EXCEPT:
Truck Tractors And Commercial Vehicles With A Declared Gross Vehicle Weight of 10,001 lbs. or More—Must Apply Sticker To Front Plate

REGISTERED OWNER
LIEBHOLDNER

TCF EQP FIN LSR
BALDWIN AUTOMOTIVE INC LSE
21891 ALESSANDRO BLVD
MORENO VALLEY CA 92553

TCF EQP FIN INC
11100 WAYZATA BLVD STE 801
MINNETONKA MN



55305
1401102009181801C

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
VALIDATED REGISTRATION CARD
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

Y EXHIBIT

from : Lubnau & Gonzalez Insurance Agency , Ray Villa fax : 714263267 page 5 of 7

12/2/2009 10:59:2

EVIDENCE OF INSURANCE - STATE OF CALIFORNIA

INC. BALDWIN AUTOMOTIVE
DBA: BALDWIN AUTOMOTIVE, INC.
21891 ALESSANDRO BLVD
MORENO VALLEY, CA 92553

Policy Number: 604781389
Effective Date: 12/01/2009
Expiration Date: 12/01/2010

Year: 2006 Make: FORD

Vehicle I.D. No: 3FRNF65F36V298325
Model: F650 SUPER

Truck Insurance Exchange
California Insurer, in compliance with the California Financial Responsibility Act, certifies that it has issued a policy in an amount not less than that required by the California Financial Responsibility Law for the described motor vehicle.

Agent Name: Berdy Gonzalez-Lubnau
Phone No: 714-263-2623



DMV COPY

PRESENT THIS COPY TO THE DMV FOR REGISTRATION OF YOUR VEHICLE.

9-01

AM10001

2 d 3 of 7

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304P001560
Inspection Date: 09/24/2010
Start Time: 06:57 AM End Time: 07:59 AM
Inspection Level: I - Full
HM Inspection Type: None

BALDWIN AUTO INC
21891 ALESSANDRO BLVD
MORENO VALLEY, CA 925538202
USDOT#: Phone#: MC/MX#: Fax#: State#: 144745
Location: Riverside Area
Highway: OFFICE
County: RIVERSIDE, CA

MilePost:
Origin:
Destination:

Driver: GARCIA, CECILIO
License#: State: CA
Date of Birth: State:
CoDriver: License#: State:
Date of Birth: Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	INTL	2004	CA	8M21905			26,000		13670333	

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
J. LESTER

Badge #:
12416

Copy Received By:
CECILIO GARCIA

Page 1 of 1



DRIVER/VEHICLE EXAMINATION REPORT

2 d 40FT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304P001558
Inspection Date: 09/24/2010
Start Time: 06:25 AM End Time: 07:10 AM
Inspection Level: I - Full
HM Inspection Type: None

BALDWIN AUTO INC
21891 ALESSANDRO BLVD
MORENO VALLEY, CA 925538202
USDOT#: Phone#: MC/MX#: Fax#: State#: 144745
Location: Riverside Area
Highway: OFFICE
County: RIVERSIDE, CA

MilePost:
Origin:
Destination:

Driver: ARMSTRONG, PATRICK G
License#: State: CA
Date of Birth: State:
CoDriver: State:
License#: State:
Date of Birth: Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	FRHT	1999	CA	5X80999			26,000			

BRAKE ADJUSTMENTS

Axle #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

RECOVERY CABLE R/S KINKED
RATING PUTE WHEEL LIFT

VIOLATIONS CORRECTED
CALIFORNIA HIGHWAY PATROL
INLAND DIVISION
OFFICER: [Signature]
ID: 13572 DATE: 09/24/10

Report Prepared By:
LESTER

Badge #:
12416

Copy Received By:
PATRICK ARMSTRONG



2 d 50F7

VEHICLE IDENTIFICATION NUMBER

1FV3GFAC4XHB29978

BODY TYPE MODEL

WK

DATE ISSUED

03/31/2010

DATE FIRST SOLD	CLASS
08/00/1999	RZ
TYPE VEH.	MP
32Y	D
AX	2
WC	C
UNLADENWGCVT	26000

MAKE	Yr. Model
FRHT	1999
TOTAL PRES PAID	
\$702	
3300 R	

OWNER
REGISTERED
LICENSED

BALDWIN AUTOMOTIVE INC
21891 ALESSANDRO BLVD
MORENO VALLEY CA 92553

B A CREDIT CORP
450 B ST STE 1600
SAN DIEGO



92101
14003172010130019C

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
VALIDATED REGISTRATION CARD
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

A 572403

from: Lubnau & Gonzalez Insurance Agency, Ray Villa fax: 714263257 page 2 of 7

12/2/2009 10:58:2

THE EXPIRATION DATE LISTED HEREON APPLIES IF THE PREMIUM HAS BEEN PAID.

EVIDENCE OF INSURANCE - STATE OF CALIFORNIA

INC: BALDWIN AUTOMOTIVE
DBA: BALDWIN AUTOMOTIVE, INC.
21891 ALESSANDRO BLVD
MORENO VALLEY, CA 92553

Policy Number: 604781389
Effective Date: 12/01/2009
Expiration Date: 12/01/2010

Vehicle I.D. No: 1FV3GFAC4XHB29978

Year: 1999 Make: FREIGHTLINER Model: MED CONV F

Truck Insurance Exchange, an authorized California insurer, in compliance with the California Financial Responsibility Act, certifies that it has issued a policy in an amount not less than that required by the California Financial Responsibility Law for the described motor vehicle.

Agent Name: Bory Gonzalez-Lubnau
Phone No: 714-263-2623


KEEP WITH VEHICLE

9-01

READ REVERSE SIDE CAREFULLY.

A706301

BALDWIN AUTO INC
21891 ALESSANDRO BLVD
MORENO VALLEY, CA 92553

 MOTOR CARRIER PERMIT	
DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA 94232-3700	
BALDWIN AUTO INC 21891 ALESSANDRO BLVD MORENO VALLEY, CA 92553	
Valid From: 04/23/2010	Valid Through: 01/31/2011
CA#: 0144745	
The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification:	
For Hire Full Year Corporation	
Pmt Date: 03/29/2010	Office #: 154
Account #: 34656	Tech ID: PB
Sequence #: 0035	Amt Paid: \$200.00

!!!IMPORTANT REMINDERS!!!

1. Your permit will expire at midnight on the "Valid Through" date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at www.dmv.ca.gov or receive further information by calling: (916) 657-8153.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

DMV 2100 MCP (NEW 10/2004)

A Public Service Agency



DRIVER/VEHICLE EXAMINATION REPORT

2 d 7 of 7



CHP 407F/343A-Aspen
California Highway Patrol
850 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304P001559
Inspection Date: 09/24/2010
Start Time: 06:57 AM End Time: 07:53 AM
Inspection Level: I - Full
HM Inspection Type: None

ALDWIN AUTO INC
1891 ALESSANDRO BLVD
IORENO VALLEY, CA 925538202
SDOT#: Phone#:
IC/MX#: Fax#:
ate#: 144745
ocation: Riverside Area
ighway: OFFICE
ounty: RIVERSIDE, CA

MilePost:
Origin:
Destination:

Driver: BALDWIN, HOWARD R
License#: State: CA
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA issued #	OOS Sticker
1	TR	FORD	2006	CA	7Z98146			26,000			

BRAKE ADJUSTMENTS

Whe #	1	2
Right	N/A	N/A
Left	N/A	N/A
Chamber	HYDR	HYDR

VIOLATIONS

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1232(c)	CCR	S	1	N	N	N	Excessive oil leak from steering box/sector shaft.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

SLIDE OUT LOCKING DEVICE DEFECTIVE
LANDING GEAR MOUNTING BOLTS LOOSE

Report Prepared By:
C. KELLY

Badge #:
13982

Copy Received By:
HOWARD BALDWIN


Page 1 of 1





X _____ X _____

Personell RTT Driver Permit

(2) e

ROTATIONAL TOW TRUCK DRIVER PERMIT			
ID # 00-0316-10	Name PAULA BALDWIN	EXP [REDACTED]	[REDACTED]
	Company BALDWIN TOWING	Height [REDACTED]	Weight [REDACTED]
	DOB [REDACTED]	Issue Date 03-16-10	
	Signature VALID WITHOUT SIGNATURE		
	EXPIRES DECEMBER 31, 2010		
	BUSINESS LICENSE # [REDACTED]		
Business License Officer Signature CITY OF MORENO VALLEY			

ROTATIONAL TOW TRUCK DRIVER PERMIT			
ID # 00-0316-08	Name HOWARD R. BALDWIN	EXP [REDACTED]	[REDACTED]
	Company BALDWIN TOWING	Height [REDACTED]	Weight [REDACTED]
	DOB [REDACTED]	Issue Date 03-16-10	
	Signature VALID WITHOUT SIGNATURE		
	EXPIRES DECEMBER 31, 2010		
	BUSINESS LICENSE # [REDACTED]		
Business License Officer Signature CITY OF MORENO VALLEY			

ROTATIONAL TOW TRUCK DRIVER PERMIT			
ID # 00-0316-39	Name CECILIO GARCIA	EXP [REDACTED]	[REDACTED]
	Company BALDWIN TOWING	Height [REDACTED]	Weight [REDACTED]
	DOB [REDACTED]	Issue Date 03-16-10	
	Signature VALID WITHOUT SIGNATURE		
	EXPIRES DECEMBER 31, 2010		
	BUSINESS LICENSE # [REDACTED]		
Business License Officer Signature CITY OF MORENO VALLEY			

POLICYHOLDER COPY

3 d 2 of 2

SK



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-01-2010

GROUP: 000273
POLICY NUMBER: 0000503-2010
CERTIFICATE ID: 3
CERTIFICATE EXPIRES: 10-01-2011
10-01-2010/10-01-2011

CITY OF MORENO VALLEY
PO BOX 88005
MORENO VALLEY CA 92552-0805

SK

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
Authorized Representative

Douglas V Stewart
Interim President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - BALDWIN, MARJORIE, P,S,T - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 10-01-2010 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

BALDWIN AUTOMOTIVE INC.
21891 ALESSANDRO BLVD
MORENO VALLEY CA 92553

SK

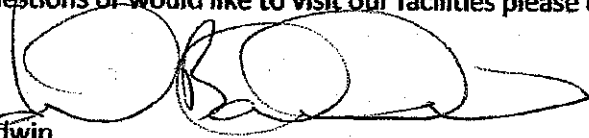
Bid Proposal – RFP #JLL-10/11-01
City of Moreno Valley Rotational Tow Program
October 6, 2010

Baldwin's Automotive & Towing
Howard Baldwin
951-653-7355
E-mail address – tbaldwins@yahoo.com

At this time I would like to give some history of our business and future plans. We have been at this location for 39 years and are now 2nd and 3rd generation. Before Moreno Valley was incorporated we towed for Moreno, Edgemont, and Sunnymead Police Depts., County Sherriff's Dept., California Highway patrol, Triple AAA, and our customers. When Moreno became Moreno Valley in 1984, we continued our towing services up to 2003, and from 2003 to present day towing for Moreno Valley Police Dept., Sherriff's Dept., and customers. We do not tow for any other towing companies nor do we have any outside contracts. Our main intentions are to continue towing services for the Moreno Valley Police Dept. upon this contract bid proposal and will work to comply to changes required upon inspection of our facilities. If you have any questions or would like to visit our facilities please call me.

Thank you,

Howard Baldwin
951-653-7355



CITY OF MORENO VALLEY

BUSINESS LICENSE TAX RECEIPT

The person, firm or corporation named below has paid the appropriate fees to the City and is hereby granted this business license tax receipt for the business described below. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of any law or ordinance. The City does not pass on the qualifications of the holder of this business license tax receipt.

Business Name: Baldwin Towing Services
Business Location: 21891 Alessandro Blvd, Moreno Valley, CA 92553
Business Owner: Baldwin Automotive, Inc
Howard Baldwin

BUSINESS TYPE: 997
Description: Rotational Tow

BUSINESS LICENSE #: 00691
Effective Date: January 01, 2010
Expiration Date: December 31, 2010

BALDWIN TOWING SERVICES
21891 ALESSANDRO BLVD
MORENO VALLEY, CA 92553



Richard Teichert
Financial & Administrative Services Director

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

21891 ALESSANDRO BLVD
MORENO VALLEY CA 92553
Phone (951) 653-7355)
Fax (951) 653-4765
TBALDWIN@YAHOO.COM

October 19, 2010

To whom it may concern:

I Howard Baldwin have no financial interest in any other tow company's

And or applicant within the city of Moreno Valley

Sincerely, Howard Baldwin

Signature



1.a

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

CITY OF MORENO VALLEY

TOW OPERATOR

BY: _____
Bonnie Flickinger, Mayor

BY: 

TITLE: V. Pres
(President/Vice President/Other)

Date

10.12.2010
Date

BY: _____

TITLE: _____
(Corporate Secretary/Other)

Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

103439

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO

NAME Mr. and Mrs. Elwin Baldwin
ADDRESS 22650 Vought
CITY & STATE Riverside, Ca 92508

PAID
Doc. Transfer Tax
W. D. BALOGH
RIV. CO. RECORDER

RECEIVED FOR RECORD
AUG 25 1975
AT 2:00 O'CLOCK A.M.
FIRST AMERICAN TITLE COMPANY
OF RIVERSIDE
Book 1975, Page 103439
Recorded Pursuant to Order of Recorder
W.D. Balogh Recorder
RIS 1/4

MAIL TAX STATEMENTS TO
NAME
ADDRESS Same as above
CITY & STATE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Documentary transfer tax \$18.15
 Computed on full value of property conveyed, or
 Computed on full value less liens & encumbrances
remaining thereon at time of sale.
Valley National Bank by: *[Signature]*
Signature of declarant or agent determining tax - firm name
 Unincorporated area City of

Grant Deed

THIS FORM FURNISHED BY SECURITY TITLE INSURANCE COMPANY

1497428 ps

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
COUNTY OF RIVERSIDE
hereby GRANT(S) to
ELWIN H. BALDWIN and MARJORIE J. BALDWIN, husband and wife, as joint
tenants
the following described real property in the Unincorporated area
county of Riverside, state of California:

See Exhibit "A" attached hereto and made a part hereof.

CLERK APPROVED
COUNTY COUNSEL
AUG 14 1975

Dated *[Signature]* AUG 15 1975

COUNTY OF RIVERSIDE
BY: *[Signature]*
Chairman, Board of Supervisors

STATE OF CALIFORNIA
COUNTY OF RIVERSIDE } ss.
AUG 15 1975
On _____ before me, the undersigned, a Notary Public in and for said County and State, personally appeared Clayton A. Record, Jr. known to me to be the Chairman of the Board of Supervisors of the County of Riverside which executed the foregoing instrument and known to me to be the person whose name is subscribed to the within instrument and acknowledged that said COUNTY is the same.

DONALD D. SULLIVAN, Clerk of said Board
Signature of Notary
By: *[Signature]*
Name typed by Notary Deputy

FOR _____ SEAL _____

Title Order No. _____ Escrow No. _____

(GS) (Rev. 5-67) 8 pt. MAIL TAX STATEMENTS AS DIRECTED ABOVE

103489

EXHIBIT "A"

All that portion of Lot 3, Block 12 of Alessandro Tract, as shown by Map on file in Book 6 page 13 of Maps, Records of San Bernardino County, California, described as follows:

Commencing at the intersection of the Southerly line of that certain road as conveyed to the County of Riverside by Deed recorded in Book 406, page 382 of Deeds, Records of Riverside County, California, known as Alessandro Boulevard, and the Easterly line of the road as conveyed to said County by Deed recorded in Book 398, Page 364 of Deeds, Records of Riverside County;

Thence Easterly along said Southerly line of Alessandro Boulevard, 619.08 feet to a point, said point being the True Point of Beginning;

Thence Southerly and parallel with the Easterly line of said Lot 3, a distance of 165 feet to a point;

Thence Easterly and parallel with the Southerly line of Alessandro Boulevard, 125 feet to a point;

Thence Northerly and parallel with the Easterly line of said Lot 3, a distance of 165 feet to the Southerly line of Alessandro Boulevard;

Thence Westerly along the Southerly line of Alessandro Boulevard, a distance of 125 feet, to the True Point of Beginning;

EXCEPTING therefrom the Northerly 60.00 feet thereof.

END RECORDED DOCUMENT

W. D. BALOGH, COUNTY RECORDER

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
Inland Division
For Information Only
Do not return to CHP

Report Number: CA304S001030
Inspection Date: 10/12/2010
Start: 2:34:31 PM PT End: 2:36:50 PM PT
Inspection Level: V - Terminal
HM Inspection Type: None

BALDWIN AUTO INC
21891 ALESSANDRO BLVD
MORENO VALLEY, CA 925538202
USDOT#: Phone#:
MC/MX#: Fax#:
State#: 144745

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:

Location: Riverside Area
Highway: 8118 LINCOLN AVE
County: RIVERSIDE, CA

MilePost:
Origin:
Destination:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	FORD	2006	CA	7Z98146					14156050	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
H. LESTER

Badge #:
12416

Copy Received By:

Page 1 of 1



X

X

AREA NUMBER 840	COMPANY BALDWIN'S		LEGEND P = Pass	
YEAR 02	MAKE FORD	MODEL F-550	LICENSE NUMBER 7P60802	VIN 1FD0F56FX2EC51573
GWWR 19,000	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)			
<input type="checkbox"/> CONVENTIONAL		<input type="checkbox"/> UNDERLIFT		<input type="checkbox"/> TRUCK HITCH
		<input checked="" type="checkbox"/> WHEEL LIFT		<input checked="" type="checkbox"/> CAR CARRIER

REQUIREMENTS FOR ALL CLASSES

CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		P	F	
X		Current Registration	X		4000 VC
X		Headlights	X		24400 VC
X		Beam Indicator	X		24408 VC
X		Taillamps	X		24600 VC
X		License Plate Lamp	X		24601 VC
X		Stop Lamps	X		24603 VC
X		Rear Lamps W/Cord	X		24605 VC
X		Backup Lamps (1969+)	X		24606 VC
X		Reflectors, Rear	X		24607 VC
X		Reflectors, Front and Side (1968+)	X		24608 VC
X		Turn Signals	X		24951 VC
X		Clearance Lamps (>80" Wide)	X		25100 VC
X		Amber Warning Lights	X		25253 VC
X		Warning Devices (Reflectors)	X		25300 VC
X		Service Brakes	X		26311 VC
					26451 VC
					26700 VC
					26706 VC
					26709 VC
					27000 VC
					27150 VC
					27155 VC
					27465 VC
					27600 VC
					27700 VC
					27700 VC
					29004 VC
					27907 VC

SERVICE AND OTHER EQUIPMENT

X	Flashlight	X	Hydraulic Jack
X	Wrecking Bar (Large Pry Bar)	X	Metric and Standard Lug Wrenches
X	Equivalent of Six 30-Minute Flares	X	Rubber Mallet/Hub Cap Tool
X	Trash Cans W/Absorbent	X	Lockout Tools (Classes A and B)
X	Shop Rags/Paper Towels	X	Motorcycle Straps (Class A)
X	Shop to Truck Communications	X	Sledge Hammer
X	Fuel in Approved Containers (Classes A and B)	X	Tool Kit
X	Booster Battery or Hot Box		

TOWING EQUIPMENT

X	Rating Plates	X	Wrecker Controls
X	Controls Labeled	X	Throttle Control
X	Wrecker Boom Assembly	X	Hydraulic Rams, Hoses, Valves
X	Wheel Lift Assembly	X	Cable Sheaves
X	Mounting Bolts	X	Recovery Chain
X	Winch: RAMSEY		Type: HYDRAULIC

WHEEL LIFT

X	Pivot Pin	X	Cradle/Straps
X	Wheel Tie Down Straps	X	Grid/Fork
X	"L" Bars	X	Claw

CONVENTIONAL

X	Tow Sling	X	Sling Pads
---	-----------	---	------------

CAR CARRIER

X	Carrier Bed Frame	X	Bed Safety Lock
X	Bed Hinges	X	Loading Bridle
X	Slide Pads		

VEHICLE SAFETY

X	Steering	X	Suspension
X	Frame	X	Wheels

COMMENTS: NO FRONT LOCKS & PUMP RIF TIRE PRESSURE 25 lbs LOW
 NO RECOVERY CHAIN

INSPECTED BY (NAME & I.D. NUMBER)

DANEZ 9800

DATE

[Signature]

TOW OPERATOR'S SIGNATURE

[Signature]

21891 ALESSANDRO BLVD
MORENO VALLEY CA 92553
Phone (951) 653-7355
Fax (951) 653-4765
TBALDWINS@YAHOO.COM

October 19, 2010

#4 Rates for services

Specialized added Equipment = GoJacks, Dollys, Dual Line Winching, Snatch Blocks

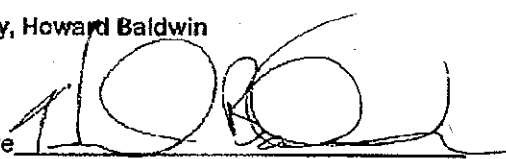
Response Time during business hours = 20 minutes or less

Response time after business hours = 30 minutes or less

<u>Vehicles</u>		<u>Vehicle #1</u>	<u>Vehicle #2</u>	<u>Vehicle #3</u>
Class		CLASS A	CLASS A	CLASS A
Make		INTERNATIONAL	FORD	FREIGHTLINER
Model		4000	F650 SUPER	MED CONV F
Year		2004	2006	1999
Equipment for each Vehicle	x	Flat Bed	Flat Bed	Wheel Lift
PLATE NO.		Plate #8M21905	Plate #7Z98146	Plate #5X80999

Sincerely, Howard Baldwin

Signature



ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST
TOW OPERATORS TO RESPOND

EVALUATOR NAME:
TOW COMPANY: Baldwin Towing Services

	IN COMPLIANCE	X concur with 1st Eval	NOTES	
			YES	NO

Vehicles	Vehicle #1	Vehicle #2	Vehicle #3	NOTES
Class	CLASS A	CLASS A	CLASS A	
Make	INTERNATIONAL	FORD	FREIGHTLINER	
Model	4000	F650 SUPER	MED CONV F	
Year	2004	2006	1999	
Equipment for each Vehicle				
PLATE NO.	Plate #8M21905	Plate #7Z98146	Plate #5X60999	
CHP Forms	CHP407F NO VIOLATIONS	CHP407F-problems noted and not showing resolved.	CHP407F - VIOLATIONS CORRECTED	
Vehicle Replacement Policy	Need 7Z98146 cleared vehicle by CHP.			
	Stated "Replacement of equipment as needed or when newer trucks are required.			
	Provided copy of vehicle registration card + insurance for vehicles 1-3 above.			
e. Personnel				
Drivers	3 drivers included with "Rotational Tow Truck Driver Permit" only			
Supervisory	could not find			
Office	HOWARD BACOW PAT ARMSTRONG			
Recruitment, Training and Customer Service Practices	Recruitment business practice: background checks; 2 ycm in experience; 2 wks hands-on training; safety training video			
3. Financial/Organizational				
a. History of tow business	In towing business since 1971. MVPD 1976-present; CHP 1975-1996; AAA 1975-1996; general public 1971-present. 39 Years in Moreno Valley			
Experience of company's key mgmt. personnel	3 generations: Family-owned			
Program for substance abuse/drug free workplace	periodic drug testing through State Fund.			
How tow company will provide monthly reports for stored/impounded vehicles, release of vehicles or other	Log book system for tracking - logged in/out as release by MVPD. Files retained for 1-year.			
c. Certificate of Insurances	CERTIFICATES OF INSURANCE WILL BE REVIEWED BY CITY'S RISK MANAGER. Will require "Additional Insured" Statement			

21891 ALESSANDRO BLVD
MORENO VALLEY CA 92553
Phone (951) 653-7355
Fax (951) 653-4765
TBALDWINS@YAHOO.COM

October 19, 2010

To whom it may concern:

For collections procedures and policys as well taking ATM, Cash, major credit cards

When said vehicle goes through lien sale we turn in over to the collection company

Ricken Bocker to collect any remaining fees

Sincerely, Howard Baldwin

Signature

A handwritten signature in black ink, appearing to read 'H Baldwin', written over a horizontal line.



Policy Number: 604781389

Date Entered: 11/25/2009

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/20/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lubnau Insurance Agency 17332 Irvine Blvd Suite 201 Tustin, CA 92780	CONTACT NAME: PHONE (INC. No. Ext): (714) 263-2623		FAX (INC. No.): (714) 263-2575
	E-MAIL ADDRESS: PRODUCER CUSTOMER ID #:		
INSURED BALDWIN'S AUTOMOTIVE, INC 21891 ALESSANDRO BLVD MORENO VALLEY, CA 92553	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Truck Insurance Exchange		21709
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		604781393	12/1/2009	12/1/2010	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC					
A	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		604781389	12/1/2009	12/1/2010	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$1,000,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N	N/A			IWC STATUTORY LIMITS OTH ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	ON HOOK/CARGO		604781389	12/1/2009	12/1/2010	\$50,000
A	GARAGE KEEPERS LIAB		604781389	12/1/2009	12/1/2010	\$60,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
UNINSURED MOTORIST BODILY INJURY : \$100,000 LIMIT

CERTIFICATE HOLDER AS ADDITIONAL INSURED

CERTIFICATE HOLDER
 City of Moreno Valley

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
 AUTHORIZED REPRESENTATIVE: Lubnau

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ACORD 25 (2009/09)

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2 d 1 of 7

REGISTRATION VALID FROM
COML 03/31/2009 TO 03/31/2010 31 8M21905

VEHICLE IDENTIFICATION NUMBER
IHTMMAAM94H666569

DATE FIRST SOLD 00/00/2004

CLASS INTNL

Yr. Model 2004

FB
DATE ISSUED 03/11/2009

TYPE VEH	MP	AX	WC	UNLADENWGHT	TOTAL FEES PAID
32F	D	2	C	26000	\$829 3300 R

REGISTERED
OWNER
LIEBHOLDER

TCF EXPRESS LSG LSR
BALDWIN AUTOMOTIVE INC LSE
21891 ALESSANDRO BLVD
MORENO VALLEY CA 92553

TCF EXPRESS LSG
11100 WAYZATA BLVD STE 801
MINNETONKA
MN



55305
14302262009096315C

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
VALIDATED REGISTRATION CARD
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS
W 3281900

om: Lubnau & Gonzalez Insurance Agency, Ray Villa fax: 714263257 page 7 of 7

12/2/2009 11:00:01 AM

EVIDENCE OF INSURANCE - STATE OF CALIFORNIA

INC. BALDWIN AUTOMOTIVE
DBA: BALDWIN AUTOMOTIVE, INC.
21891 ALESSANDRO BLVD
MORENO VALLEY, CA 92553

Policy Number: 604781389
Effective Date: 12/01/2009
Expiration Date: 12/01/2010

Year: 2004 Make: INTERNATIONAL
Vehicle I.D. No: 1HTMMAAM94H666569
Model: 4000 SERIE

Truck Insurance Exchange
California Insurer, in compliance with the California Financial Responsibility Act, certifies that it has issued a policy in an amount not less than that required by the California Financial Responsibility Law for the described motor vehicle.

Agent Name: Berdy Gonzalez-Lubnau
Phone No: 714-263-2623



DMV COPY
PRESENT THIS COPY TO THE DMV FOR REGISTRATION OF YOUR VEHICLE.

The California Department of Motor Vehicles (DMV) now requires proof of insurance when registering your vehicle. On the back side of this page is the DMV's copy of the Evidence of Insurance form. Please provide this form to the DMV when registering your vehicle.

BOB'S TOWING
Evaluation Form
Proposal with Addendum

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

TOW COMPANY:

Bob's Towing

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
City of MV Business License	X		Attachment B - Lic #22584 9/23/10 - 12/31/10 (license for their main facility-not MV)
No financial interest in other tow company and/or applicant within City of MV	X		Provided in Addendum
Storage yard must be located in City limits	X		Proposed facility at 24811 Rivard Road, Moreno Valley
1. Organizational Information			
a. Company Name	X		Safeway Towing Services, Inc.
DBA	X		Bob's Towing
Documentation for authorized individual to submit RFP	X		
b. Organizational Structure	X		Attachment A - California Corporation
Date of organization	X		02/22/2001
Federal Tax ID #	X		95-4848572 (EIN number provided)
d. Name	X		Contact Person: Taz Al-Badawi
Address	X		19135 E. San Jose Ave., Rowland Heights, CA 91748
Phone	X		(626) 393-3200
Fax	X		(626) 912-2477
e-mail	X		tbacorp@aol.com
e. State of CA permits/licenses	X		Attachment B - DMV- Motor Carrier Permit CA #0211073; exp 2/28/2011
Statement that company accepts all conditions/rqmts in RFP	X		
2. Facilities, Equipment and Personnel			
a. Address: Administrative offices	X		19135 E. San Jose Ave. Rowland Heights, CA 91748
Address: Vehicle storage facility (if separate from office)		X	At proposed new location (Undeveloped lot - plans to be operational by 1/1/2011 - subject to Planning approval)
Site Plan: Administrative Offices		X	Not approved by Planning as of November 30, 2010
Site Plan: Vehicle storage facility (if separate from office)	X		Not approved by Planning as of November 30, 2010

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

TOW COMPANY:

Bob's Towing

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
<i>Site Plan</i>			
Name, address, phone number of applicant/tow operator	X		
Property lines/lot dimensions	X		
Dimensions of access points to site, off-street parking, loading, parking for customers/employees	X		
Location of building structures - include distance between buildings/property lines	X		Statement: we will be removing the house on the property only and replacing it with a modular building.
Location of driveways	X		Proposed
Location of landscape planters	X		Proposed
Location of building security lights	X		Proposed
Location of parking lot lights	X		Proposed
Location of perimeter fencing	X		Proposed 8-foot fence
Evidence that lot will accommodate min. number of cars per stds.			275 +/- Vehicles total (6 +/- vehicles inside)
b. Deed of Trust			N/A
or Lease	X		
List of any secondary facilities with all included from 2 a.above.	X		N/A
c.			

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST
 revised: 11/1/2010

TOW COMPANY:

Bob's Towing

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
d. List of all Equipment Vehicles	x		See notes under "eqmt for each vehicle" below.
Class	x		Vehicle #1 CLASS C/D KENWORTH Vehicle #2 CLASS D KENWORTH Vehicle #3 CLASS B INTERNL Vehicle #4 CLASS C FORD Vehicle #5 CLASS C/D NATIONAL
Make	x		Vehicle #1 KENWORTH Vehicle #2 KENWORTH Vehicle #3 INTERNL Vehicle #4 FORD Vehicle #5 NATIONAL
Model	x		Vehicle #1 DS-Tractor Vehicle #2 W900-Tow Truck Vehicle #3 8100-Combo Med Duty Vehicle #4 F600-Service Truck Vehicle #5 CARRIER-Lowboy
Year	x		Vehicle #1 2001 Vehicle #2 1999 Vehicle #3 1997 Vehicle #4 1983 Vehicle #5 2000
Equipment for each Vehicle	x		All trucks will be equipped with every item necessary to properly handle its assigned job including clean-up. See CHP234B forms in Attachment D of RFP.
PLATE NO.	x		Vehicle #1 9D57292 Vehicle #2 8U47157 Vehicle #3 7Z86145 Vehicle #4 8U87698 Vehicle #5 1WN9482
CHP Forms	x		Vehicle #1 CHP407F + 234B (vehicle plate changed to above. CHP inspection is for same vehicle) Vehicle #2 CHP407F + 234B Vehicle #3 CHP407F + 234B Vehicle #4 Service truck only - not to be used Vehicle #5 CHP407F + 234B as tow truck.
Vehicle Replacement Policy	x		Stated all vehicles are under manufacturer's warranty and extended warranty. City of MV will not be serviced with truck older than 5 years or more than 250K miles.
Class	x		Vehicle #6 CLASS D Vehicle #7 CLASS C Vehicle #8 CLASS C Vehicle #9 CLASS C
Make	x		Vehicle #6 CENTURY Vehicle #7 CHEVY Vehicle #8 CHEVY Vehicle #9 INTERNL
Model	x		Vehicle #6 9055-Combo heavy Vehicle #7 KODIAK-Flatbed Vehicle #8 ADA UNIT-Flatbed Vehicle #9 4300-Flatbed
Year	x		Vehicle #6 1989 Vehicle #7 2009 Vehicle #8 2006 Vehicle #9 2007
Equipment for each Vehicle	x		All trucks will be equipped with every item necessary to properly handle its assigned job including clean-up. See CHP234B forms in Attachment D of RFP.
PLATE NO.	x		Vehicle #6 8D96774 Vehicle #7 8Y42008 Vehicle #8 8R47886 Vehicle #9 8V29267
CHP Forms	x		Vehicle #6 CHP407F + 234B Vehicle #7 CHP234B Vehicle #8 CHP234B Vehicle #9 CHP234B
Vehicle Replacement Policy	x		Same as above.
notes:			Details provided in submittal. Bob's indicated they will make additional equipment available to Moreno Valley.

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

TOW COMPANY:

Bob's Towing

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
e. Personnel			
Drivers	X		Attachment E
Supervisory	X		
Office	X		
Recruitment, Training and Customer Service Practices	X		
3. Financial/Organizational			
a. History of tow business	X		Bob's Towing has been in business for over 20-years.
Experience of company's key mgmt. personnel	X		Corporate and management officers listed.
Program for substance abuse/drug free workplace	X		Attachment F
b. How tow company will provide monthly reports for stored/impounded vehicles, release of vehicles or other	X		Monthly reporting (financial software: DATOW)
c. Certificate of Insurances	X	X	<i>Preliminary review of the certificates of insurance provided demonstrates the general compliance with the conditions of the RTS Program. Upon award of contract, each tow operator will be required to meet the City's insurance requirements. Each certificate will be reviewed and approved by City's Risk Manager.</i>
e. Identify years of experience	X		8-22 years
f. List any contracts has or had in last 5 years similar to City reqmts. Name/Contact for each reference.	X		Eight contracts with public agencies; private accounts, and COD customers.
g. Complaints received from cities within last 2 years. Including equipment violations, inspection cites, etc.	X		Within last two years, no complaints.
h. Indicate if company has been suspended or terminated by another governmental agency; state reasons	X		None
i. Describe safety policies and safety training provided to employees.	X		Annual safety inspections by CHP, Auto Club of So CA, LA County Sheriff Dept., West Covina Police Department, and California DOT
* If towing has been cited, suspended, terminated - supply date/description of violation/incident.			

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

TOW COMPANY:

Bob's Towing

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
j. Provide collection procedure(s) and policy(ies)	x		Cites Vehicle Code Section 14602.6 Vehicle Impoundment Suspended Revoked or Unlicensed Driver Hearing; accepts bank credit card or cash (Page 42).
k. Explain how business would move large number of vehicles in short time period.	x		Ten-Vehicles in one-hour. Calls out specific equipment that can be used.
4. Rates for Service			
a. Fees			
Hourly Rate	x		CLASS A \$175.00 CLASS B \$200.00 CLASS C \$295.00 CLASS D \$350.00 Special Eqmt \$
Inside Storage	x		\$50.00
Outside Storage	x		\$50.00 \$60.00
Gate Fee			\$82.50
Response time - during business hours	x		20 min 20 min 30 min 30 min
Response time - after business hours	x		did not designate am/pm
Special Equipment:			
Rotator Hydraulic Crane	x		
Rotator Heavy Duty Tow Truck (2-hr min)	x		\$750.00
Lowboy	x		\$600.00
Air Cushions (2-hr min)	x		\$400.00
Forklift	x		\$1,000.00
Of Road 6x6 Army Tow Truck	x		\$100.00
Additional Trailer	x		\$500.00
Converter Dolly	x		\$250.00
Special Operations/Major Incident Support Unit	x		\$200.00
Portable Lighting	x		N/C
Portable Power Generators	x		N/C
Recovery Support Vehicle	x		N/C
Storage or any other fee charged to vehicle owner and/or his agent.			N/C
Submit a mark-up rate (% of cost to tow operator) for retail equipment and specialized labor not listed on application.	x		

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

TOW COMPANY: **Bob's Towing**

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
5. Applicant shall submit:			
a. Five (5) copies of Proposal	x		
One (1) unbound 8.5 x 11 black and white			
b. copy (reproducible)	x		
c. One (1) electronic copy (Adobe/PDF)	x		
RTS APPLICATION FEE \$2,828			
Cert of Occupancy - Need to be completed with processing the proposed site.			
<p>NOTES: Requested information on specs. Administrative Plot Plan application must files and approved before the issuance of a Building permit and permit from Land Development for off-site improvements. The conversion of residential building to commercial uses will be evaluated closely. The possibility of beginning service on January 1, 2011, is questionable. Response time exceeds MVMC Chapter 12.14. Tow operator will be conditions to comply with 20 minute response time.</p>			



Original Copy

Submitted To:

Jane Halstead, City Clerk

City Clerk's Office

City of Moreno Valley

14177 Fredrick Street

Moreno Valley, CA 92552

When Moreno Valley partners with Bob's Towing, they will be harnessing the talents and expertise that have helped Bob's Towing become the premiere emergency roadside assistance contractor in the San Gabriel Valley. We very much appreciate the investment of your time and your efforts in reviewing our proposal. From the vantage point of our experience and knowledge, we clearly see the challenges—and the genuine mutual successes—that are possible under this partnership.

Bob's Towing

Towing Services Per the City of Moreno Valley

Purchasing Specification JLL-10/11-01

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City of Moreno Valley

Rotational Tow Service Program: JLL-10/11-01

2010-2015

Submitted To:

Jane Halstead, City Clerk

City Clerk's Office

City of Moreno Valley

14177 Fredrick Street

Moreno Valley, Ca 92552

When Moreno Valley partners with Bob's Towing, they will be harnessing the talents and expertise that have helped Bob's Towing become the premiere emergency roadside assistance contractor in the San Gabriel Valley. We very much appreciate the investment of your time and your efforts in reviewing our proposal. From the vantage point of our experience and knowledge, we clearly see the challenges—and the genuine mutual successes—that are possible under this partnership.

I. Organizational Information

Letter of Transmittal

Safeway Towing Services, Inc.
DBA **Bob's Towing**
FEIN: **95-4848572**
19135 E. San Jose Ave.
Rowland Heights, CA 91748

October 12TH, 2010

Jane Halstead, City Clerk
City Clerk's Office
City of Moreno Valley
14177 Fredrick Street
Moreno Valley, Ca 92552

Contact Person:
Taz Al-Badawi
19135 E. San Jose Ave.
Rowland Heights, Ca 91748
Phone: 626-393-3200
Fax: 626-912-2477
tbacorp@aol.com

Subject: Rotational Tow Service Program RFP JLL-10/11-01

Ms. Jane Halstead;

In response to the City of Moreno Valley's Rotational Tow Service Program RFP JLL-10/11-01, and on behalf of Bob's Towing I am pleased to present a detailed and thorough proposal based

upon our past experience. We respectfully request that this proposal be considered *confidential*, as this document contains a significant amount of proprietary information. However it is not our intention to jeopardize our chances of acquiring this contract in any way in making this proposal on a confidential basis. You will find our proposal presents a clearly detailed plan for the mutual success of both the City of Moreno Valley and Bob's Towing. Of the information contained herein, I would like to draw your attention to the following key points that demonstrate the strength of Bob's Towing and the benefits in selecting our company as the service provider for the City of Moreno Valley. Those key points are:

- Bob's Towing maintains a fleet of 52 tow trucks including an ADA compliant flatbed, several crew cabs, unequaled recovery equipment, and specialty support vehicles, all owned and maintained by on site.
- 24 hour on site dispatching and service operation means you will never get an answering service and we are willing to waive the afterhours vehicle release fee for Moreno Valley Residents.
- Our offer of a \$5,000.00 deposit of the projected administrative fees with a copy of the cashier's check included herein.
- A feasible, clear, and concise plan for detailing, calculating, reporting and paying the administrative fee.
- The time saving benefits to the City that will come from calling Bob's Towing directly for either Auto Club or Police initiated requests for service.
- The use of our CHP approved evidence towing, recovery, and storage facilities to include our camera monitored indoor storage area and vehicle inspection hoist at no cost to the City.
- Our operators are all fully trained, industry certified, drug tested and have successfully completed background checks prior to beginning their employment with Bob's Towing, and are enrolled in our random drug testing program thereafter.
- The use of our portable lighting, traffic cones, and incident support vehicle for community events or DUI checkpoints at no cost to the City.
- Insurance meeting or exceeding all specified requirements, with a copy of the endorsement of insurance listing Moreno Valley and its agents as additional insured.
- Bob's Towing has a Moreno Valley Business License and is ready to begin providing service to the City immediately.
- The benefit of our experience and record of previous successfully completed projects.

I hereby certify that I have carefully read and examined the RFP documents and am prepared to submit this offer at the price quoted herein, which shall not be withdrawn for a period of ninety (90) days from the above referenced date. I fully accept the terms and conditions set forth within the RFP documents and do not request a waiver or modification of any of the requirements at this time. Furthermore, we certify that our yard will be developed by January 1, 2010.

I further acknowledge and agree that I may not hold the City of Moreno Valley liable for the costs related to the towing of City vehicles to a suitable place of repair. I agree to release, hold harmless and indemnify the City and Department, as well as any agent thereof against any claims, loss, demand or liability pertaining to this agreement, as per the RFP documentation. I fully intend to comply with this agreement as well as all laws and local ordinances and consent to all inspections and annual reviews. I also agree to give any oral presentation necessary to assist the City Council in determining which supplier is most qualified to be an independent contractor with the City of Moreno Valley.

As an independent contractor for the California Highway Patrol in multiple divisions, I am familiar with and agree to provide equipment of the same specifications as those required by the CHP to the City of Moreno Valley. I agree to begin work on this project upon receipt of a written notice to proceed from the Moreno Valley Police Department, and have already received a Moreno Valley business license for towing and storage services, included in the appendix as Exhibit D. I also agree that the terms for termination or cancellation of this agreement, such as breach of contract or transfer of financial interest in Bob's Towing, as set forth in the RFP documents are acceptable. If awarded a contract, I also agree to execute a formal contract agreement as set forth by and within the time frame of the City of Moreno Valley.

During the course of the contract, the following persons are authorized to negotiate with the City in connection with this RFP:

Name	Title	Cell	Phone Home
<u>Bandar "Charlie" Al-Badawi</u>	<u>President/CEO</u>	<u>(626) 343-0000</u>	<u>(562) 698-3608</u>
<u>Muataz "Taz" Al-Badawi</u>	<u>Vice President</u>	<u>(626) 393-3200</u>	<u>(562) 698-3608</u>
<u>Omaymah Elkurdi</u>	<u>Secretary</u>	<u>(626) 965-2407</u>	<u>(562) 698-3608</u>

In addition to these persons, the following individuals are to be designated as the liaisons with the City:

Name	Title/Position	Office	Cell Phone
<u>Mike Alexandro</u>	<u>Manager/Field Supervisor</u>	<u>(800) BOBS-TOW</u>	<u>(626) 831-5624</u>
<u>Brian Maldonado</u>	<u>Manager/Public Relations</u>	<u>(800) BOBS-TOW</u>	<u>(310) 666-3408</u>

Statement of Acceptance:

I also certify that I have examined and am fully familiar with all of the provisions of the RFP, Code 12.14 of the Moreno Valley Municipal Code, and the City's Sample Agreement and am satisfied that they are accurate; that I have carefully checked all the words and figures and all statements made in the proposal requirements; that I have satisfied myself with respect to other matters pertaining to the proposal which in any way affect the work or the cost thereof; and that all information submitted with this proposal is true and correct. I hereby agree that the City of Moreno Valley will not be responsible for any errors or omissions in these RFP documents.

Please consider the remainder of this proposal to be an enclosure to this letter of introduction detailing all of the information requested and outlined within the RFP documents.

BY: _____
 Bandar "Charlie" Al-Badawi President/CEO
 Safeway Towing Services, Inc.

DATE: _____

On behalf of the legal offeror:

Safeway Towing Services, Inc.
 DBA **Bob's Towing**
 19135 E. San Jose Ave.
 Rowland Heights, CA 91748

Phone: (800) Bobs-Tow
 Fax: (626) 912-2477
 Email: BobsTow@AOL.com

a. Company Profile

Introducing Bob's Towing

Legal Name: Safeway Towing Services, Inc. DBA **Bob's Towing**

Type of Business: California Corporation

FEIN: 95-4848572

Main Office: 19135 E. San Jose Ave. Rowland Heights, CA 91748

Office Hours: Weekdays 8am-5pm Weekends/Holidays 8am-12pm
24 Hour on Site Dispatch and Service Operations

Primary Phone: 1-800 BOBS TOW with 7 Additional Rotary Lines

Dedicated Fax/Email: (626) 912-2477 BobsTow@AOL.com

Website: WWW.BobsTowingInc.Com

Human Resources: 3 Corporate Officers, 4 Managers, 6 Dispatchers, 25 Service Drivers, Heavy
(60 Employees) Duty Recovery Team Leaders, 3 Diesel Truck Mechanics, 1 Body and
Paint Specialist, 1 Bookkeeper, 2 Public Relations Liaisons, 1 Lot Porter

Major Equipment: 12 Flatbed Tow Trucks, 4 Wheel Lift Tow Trucks, 5 Light
(52 Trucks) Service Vehicles, 2 Medium Duty Tow Trucks, 9 FSP Vehicles, 2 Major
Incident Support Vehicles, 1 Special Recovery Crane, 3 Heavy Duty
Tow Trucks, 1 Super Heavy Duty Rotating Recovery Tow Truck, 1 6x6
Off-Road Military Recovery Vehicle

Services Offered: Freeway Service Patrol (FSP), Auto Club Service, Evidence Recovery,
Preservation and Storage, Heavy Duty Recovery and Emergency
Roadside Assistance Service Including:

- Tire Changes
- Jump Starts
- Mobile Battery Testing, Sales,
and Installation
- Lock Outs
- Fuel Delivery
- Minor Mechanical Services

b. Organizational Structure

Please see the attached Articles of Incorporation labeled "Attachment A".

c. Federal Tax Identification Number

Bob's Towing federal tax identification number is 95-4848572. This information can also be found in the section titled Company Profile.

d. Contact Person

The contact person for the Moreno Valley Rotational Tow Service Program RFP-JLL-10/11-01 will be:

Taz Al-Badawi
19135 E. San Jose Ave.
Rowland Heights, Ca 91748
Phone: 626-393-3200
Fax: 626-912-2477
tbacorp@aol.com

e. Certificate of Good Standing, Permits, and Licenses

Please see the attached certificate of good standing from the California Secretary of State, as well as all relevant permits and licenses. This section will be labeled "Attachment B".

f. Statement of Acceptance

I also certify that I have examined and am fully familiar with all of the provisions of the RFP, Code 12.14 of the Moreno Valley Municipal Code, and the City's Sample Agreement and am satisfied that they are accurate; that I have carefully checked all the words and figures and all statements made in the proposal requirements; that I have satisfied myself with respect to other matters pertaining to the proposal which in any way affect the work or the cost thereof; and that all information submitted with this proposal is true and correct. I hereby agree that the City of Moreno Valley will not be responsible for any errors or omissions in these RFP documents.

II. Facilities, Equipment, and Personnel



Submitted With Regard To:

City of Moreno Valley

Rotational Tow Service Program RFP JLL-10/11-01

2011-2016

An organization cannot properly be considered as a service organization if they do not have the most courteous, professional and knowledgeable staff in the industry. Bob's Towing is keenly aware that we would not have become the best emergency roadside service provider in our area without the valuable contributions of our staff. We look forward to bringing our enthusiasm, teamwork, and unique individual contributions to the service of the City of Moreno Valley.

a. Facilities

1. Site Plan:

Please see the attached Site Plan for 24811 Rivard Road, Moreno Valley, California. This will be the location of Bob's Towing tow yard as it pertains to the Moreno Valley Rotational Tow Service Program.

2. Storage Facilities:

Our normal office hours are weekdays 8-5 and Saturdays 8-1. In addition to regular office hours, Bob's Towing maintains 24 hour dispatch operations at this site every day of the year. This means that when anybody calls for service their call is answered in a timely fashion by an actual employee of our company, not by an answering service in some other state. The dispatchers who answer incoming phone calls are knowledgeable of the California Vehicle Code, our operations, the locations of our drivers, pricing, policies, procedures, contractual obligations, stored vehicle inventory, service area, and the unique needs of each of our major customers. This means that a single telephone call may be made to receive information or service at any time, day or night, and also facilitates easy after hour release of vehicles or personal property. Another benefit of having 24 hour on site dispatch operations is that no special accommodations are necessary to facilitate the afterhours release of vehicles. Because of this, **Bob's Towing is able to waive the afterhours gate fee for vehicle releases to registered owners who are Moreno Valley residents** and have their vehicle stored pursuant to this agreement.

Bob's Towing facility will consist of a five acre property that will be strategically developed to operate as a secure storage facility and made customer friendly entailing convenient release and return of vehicles to their rightful owner. The storage facility will be approximately 2.5 acres and will be isolated and dedicated strictly for storage and impound of nearly 500 vehicles. This section will be filled with gravel preventing environmental contamination from leaking engine fluids. This area of our facility will also be completely enclosed by an eight foot high concrete wall on the street side of the storage yard and an eight foot high reinforced fence with slat inserts around the rest of the yard. This arrangement will ensure that no vehicles will be visible from street. There will be no customer parking, tow truck parking, or employee parking allowed in this region. There will also be strict limitations as to who may enter this zone of the property. There is also no access achievable to this secured lot from street. In the event a customer desires to retrieve personal property from a stored vehicle, they must sign in and sign out on a log sheet and must be accompanied by a Bob's Towing authorized employee while on-site.

The second portion of this facility will be utilized to accommodate Tow Trucks and equipment owned and operated by Bob's Towing. This 2.5 acre section of our five acre facility will house our customer and employee parking. It will also house our office for dispatching and the release of vehicles. The office will have clearly posted signs stating hours of operation and applicable towing and storage fees for vehicles towed under contract by Moreno Valley Police. Additional signs will be posted stating the lien sale terms, which will clearly state "processing after five days of the vehicle being under our possession". There will also be a sign stating the California

Vehicle Code making it clear to customers that vehicles will only be released and returned to the registered owner or approved acting agent. A copy of their driver's license will be made and kept on file for every vehicle released in the event Moreno Valley Police needs to conduct a follow-up on the whereabouts of a released vehicle.

The storage area is protected by a locked gate and the entire area is monitored by several closed circuit cameras monitored and recorded in our main office. In addition to these cameras a 20 foot post with a motion sensor camera affixed to it will be placed in the center of the storage yard for extra protection. This location is large enough to be used for the storage of passenger vehicles, motorcycles and equipment, as well as medium and heavy duty trucks.

Our current facility will accommodate the additional equipment and employees that will be necessary to consistently meet Moreno Valley's maximum response time. We also understand the City requires a yard to store 150 vehicles; we are pleased to state that our vehicle storage area can accommodate over 500 vehicles, and our secured evidence facility will allow monitored storage of several additional passenger vehicles and even heavy duty trucks.

Vehicles stored as "evidence" for further investigation by the police will be handled on a unique basis in order to best preserve evidence. Our highly secured and fully enclosed garage building is able to accommodate five evidence vehicles or more. Surveillance cameras will monitor these vehicles and any activity surrounding them. These vehicles will also be stored in our Datow program under a unique "in-code" to differentiate evidence from regular storage and impounds. Therefore, office staff will be able to immediately recognize a vehicle is stored as "evidence" when pulled up on the computer screen. No information regarding the towing and storage will be released to anyone until the evidence hold has been removed by the police. No one is allowed to see the vehicle or take pictures. There will be a separate log-in sheet for those who enter the evidence area. Only those accompanied by Moreno Valley Police with everyone signed in are allowed in the evidence area. When Moreno Valley Police desires to inspect or view a vehicle, they are also required to sign in with a badge number and sign out when finished.

Bob's Towing is the only towing business statewide that meets and/or exceeds specifications and requirements to comply with the Department of California Highway Patrol procedures and practices in the preservation of evidence. Bob's has been a pioneer in developing, refining and executing these practices for six years, with no negative incidents. Bob's Towing is the only towing company in the state of California that has in place these professional procedures for handling and storing evidentiary vehicles.

***Bob's Towing created, in conjunction with California Highway Patrol and Baldwin Park CHP office, the current standard procedures that are now accepted and enforced state-wide by the CHP.**

Bob's Towing has evidentiary exclusivity with the following California Highway Patrol and Police Departments -

- California Highway Patrol, Baldwin Park
- California Highway Patrol, Santa Fe Springs
- Los Angeles County Sheriff's Department, Diamond Bar
- Los Angeles County Sheriff's Department, Rowland Heights
- Los Angeles County Sheriff's Department, Walnut
- West Covina Police Department

Bob's Towing proficiency and expertise in the towing of "evidentiary vehicles," is displayed by the fact that we tow and store approximately 250 evidence vehicles per year. At any given time, Bob's maintains 30-40 vehicles in our indoor, secured facility for evidence preservation. To maintain safety and security, all personnel and authorized officials and visitors are required to log in upon arrival and log out upon the departure of the facility.

The high security in this storage facility is as such because of the responsibility and liability Bob's Towing assumes for the care, custody, and control of the vehicles and their property while they are in our possession. In the history of our company, Bob's Towing has never had an issue with the security of property under our control, or with releasing vehicles without the proper authorization from the law enforcement agency holding the vehicle.

b. Legal Documentation In Re: Property Ownership

Please see the attached Lease Agreement for the property located at 24811 Rivard Road, Moreno Valley, California. This document is labeled "Attachment C".

c. Secondary Facilities

Bob's Towing will not be utilizing any secondary facilities on behalf of the Moreno Valley Rotational Tow Service Program.

d. Equipment

Bob's Towing is pleased that the City of Moreno Valley has based the required equipment specifications for this RFP on those requirements set forth by the California Highway Patrol. Our fleet of towing and recovery equipment is inspected by the CHP annually, with the most recent inspection being completed on April 21st, 2009. Under the tow truck classifications of the CHP, we have equipment that exceeds the requirements in every category. *All equipment, standard and special, listed in the following section(s) will be at the disposal of the City of Moreno Valley.* Bob's Towing will also be seeking a position in the surrounding area's CHP Rotation, in which case our state of the art equipment would be put to use for the greater benefit of the citizens of both Moreno Valley and motorists passing through the surrounding streets and highways.

***Please see "Attachment D" regarding all requested and required CHP forms and reports.**

Vehicle Replacement Policy:

Bob's Towing has a comprehensive Vehicle Replacement Policy (VRP) that begins with keeping our current fleet under the manufacturer's warranty. Every truck that is bought by Bob's Towing is also purchased with an extended factory warranty. In other words the City of Moreno Valley will never be serviced with a truck that is older than 5 years or has more than 250k miles. As soon as a truck nears the warranty expiration date, it is replaced. This internal procedure always ensures our customers and municipalities alike that a safe and reliable truck will always be at their disposal.

***All vehicles will carry extended warranty and be inspected and given routine scheduled maintenance. Maintenance scheduling is maintained using the DATOW software system.**

1. Class A – Light Duty

Bob's Towing operates 42 tow trucks, of the 52 unit fleet, in the light duty class. Of these 42 tow trucks, 21 of them are equipped with wheel lift capabilities and 14 of them are classified as car carriers. In addition to being car carriers, most of these trucks are also equipped with a wheel lift in addition to the flatbed car carrying device, which allows for these units to tow two vehicles at once. For light duty service calls, Bob's also maintains 7 light service vehicles specially designed and equipped to arrive at routine calls for service such as flat tires, jump starts, out of gas and lock outs more quickly than a typical tow truck may be able to.

2. Class B – Medium Duty

Currently, three of the tow trucks owned by Bob's Towing are classified as medium duty with the CHP. All of these trucks are equipped with wheel lift capabilities and are able to supply air to the towed vehicle. In addition to these 3 trucks, our heavier duty tow trucks are often sent to service medium duty trucks that are fully loaded or are of additional length or configuration as to make a heavier tow truck desirable. When such a substitution is made, the customer is always billed at the lower medium duty rate.

3. Class C – Heavy Duty

A total of seven of tow trucks in our fleet are classified under this specification as heavy duty tow trucks, and are rated at over 33,000 pounds. Five of these tow vehicles are equipped with a boom for recovery operations, have wheel lift capabilities, are equipped with air brakes, and are capable of providing air to the towed vehicle. In addition to these two trucks, we also have two flat beds "low boys" available for hauling heavy duty vehicles and equipment when hauling is necessary or desirable due to the configuration of or damage to the equipment. This truck meets the CHP's specifications for this category and also has a GVWR of over 33,000 pounds.

4. Class D – Super Heavy

Bob's Towing currently classifies four out the seven heavy duty trucks as Super Heavy Duty and while not listed or required in the Moreno Valley RFP, we feel it is important to list our special recovery vehicle classified by the California highway Patrol under the category "Class D - Super Heavy". This truck has a GVWR of 80,000 pounds and currently holds the honor of being the **world's largest rotating recovery vehicle!** One of the most recent additions to our fleet, is a 6 axle twin steer Kenworth equipped with a tow body built by B&B Industries, and is rated an "80+" because it exceeds the factory's testing abilities of 80 tons. In addition to meeting all of the requirements for the "Class C – Heavy Duty" category, it is also capable of recovery and salvage operations involving extremely heavy vehicles such as overturned big rigs, cement mixers, buses and tanker trucks. This unit was custom built for the sole purpose of Heavy Recovery. In addition to the rigorous inspection it has also undergone inspection by the California Highway Patrol, this truck has also been inspected by Cal-Trans, and received a purple permit to operate legally on the roads and highways in California.

VEHICLE LIST FOR MORENO VALLEY

Truck #	Year	Make	Model	Type	Plate No.	GVW
	2001	KENWORTH	DS	TRACTOR	9D92397	50,000
4XL	1999	KENWORTH	W900	TOW TRUCK	8U47157	80,000
	1997	INTERNL	8100	COMBO MED. DUTY	7Z86145	32,000
69	1983	FORD	F600	SERVICE TRUCK	8U87698	
49	2000	NATIONAL	CARRIER	LOWBOY	1WN9482	
7	1989	CENTURY	9055	COMBO HEAVY	8D96774	54,000
09	2009	CHEVY	KODIAK	FLATBED	8Y42008	25,999
57	2006	CHEVY	ADA UNIT	FLATBED	8R47886	25,999
	2007	INTERNL	4300	FLATBED		

*Please see "Attachment D" regarding California Highway Patrol Forms CHP407F, Safetynet Driver/Vehicle Inspection Report and CHP 234B.

*Please see "Attachment D" regarding the Tow Truck Inspection Guide for each Tow Truck participating in the RTS Program.

Special Equipment for Towing, Recovery and Support

A full service towing and recovery company should be able to provide additional support equipment besides tow trucks to quickly and safely perform the required duties and unforeseen demands that arise in our industry. Bob's Towing maintains several such vehicles and equipment not listed or required by the City of Moreno Valley, but that will be made available upon initiation of this tow service agreement. This equipment is listed and described so that its utility to the City of Moreno Valley may be more fully appreciated.

1. Wheelchair Lift Equipped Tow Truck

Bob's Towing has owned and operated a wheel chair lift equipped tow truck for the past 4 years. This vehicle has been so popular that we have received calls from Los Angeles, Orange, San Bernardino and Riverside Counties to service motorists with limited mobility impairments. Because of the popularity of this service, we recently had to retire our original ADA compliant tow truck and replaced it with a brand new Chevrolet 6500 flatbed that is also fully ADA compliant. **This truck will be in service for the Moreno Valley Rotational Tow Service Program.**

2. Recovery Crane

Bob's Towing owns and operates the first crane certified by the CHP for automotive recovery operations in the State of California. Our crane has an 88 foot reach, 1,000 feet of cable, and is rated at 45 tons for a lifting capacity of 90,000 pounds. The incredible reach and lifting power of this crane has allowed us to recover vehicles from over the side of washes, ravines, canyons, swimming pools and back yards where no other access was possible, even after the usual towing companies on rotation turned down the call as too challenging. In addition to automotive recovery work, we have received requests to help recover downed aircraft in houses and heavy machinery and equipment that fell off the trucks transporting them. The lifting power of the crane also allows it to be classified in the CHP's "Class D - Super Heavy" category and we have also used it to upright overturned big rigs on highways. With this versatile piece of equipment in our fleet and our large team of experienced operators, Bob's Towing is capable of working multiple incidents involving heavy duty trucks and equipment, evidence recovery, or other special recovery operations simultaneously. Our crane was featured in our most recent cross training with local fire and rescue personnel and was appreciated by the participants for its immediately obvious usefulness in extreme rescue and recovery situations.

3. Special Operations/Disaster Response Unit

Our recovery support trailer, also referred to as a Mobile Command Post, like much of our special equipment, has multiple uses. It is equipped with a radio, antenna, computer, cell phone, and maps, allowing it to serve as a mobile command post and dispatch center in the event of a major incident or disaster. In addition this mobile unit is capable of direct communication with driver via radio, and is equipped with camera and monitor to view stored vehicles. We also utilize this trailer in support of community events and DUI checkpoints to transport equipment such as traffic warning devices, including over 100 traffic cones, tables, chairs, canopies and catering equipment. Finally, the unit is fully self-sufficient due to its generator, so it requires no electricity. **This Emergency Response Command Post will be stationed at our Moreno Valley storage facility to readably serve the citizens of your community.**

4. 6X6 Off Road Military Rotating Recovery Vehicle

Newly reconditioned and ready for service, Bob's Towing operates an off road recovery vehicle, originally designed and used by the military. This vehicle is equipped with a 10 ton rotating recovery crane. This vehicle is useful for towing and recovering vehicles that are off the road and behind other obstacles that prevent typical recovery equipment from accessing the vehicle because all six wheels turn simultaneously. A great use of the off road recovery crane is in recovering vehicles that have left the roadway, but evidence preservation concerns makes a typical winch out recovery undesirable.

5. Portable Lighting

During major recovery incidents, public events and DUI checkpoints, often times additional lighting is helpful or necessary. Our quiet portable lighting trailers have built in generators to quickly and reliably light up a large work or incident area. **Please note that these lights can be requested at any time.**

6. Portable Power Generators

Bob's Towing maintains 4 portable power generators for use in special recovery situations or in support of community events, or natural disasters. One of these generators is built into our special operations trailer and the others are kept ready for rapid deployment. These generators are ample for supplying power to multiple computers, radios, lights, or other electronic devices as needed.

7. Heavy Duty Recovery Support Vehicle

Safe and successful recovery of heavy duty trucks requires a variety of special recovery rigging. Our recovery support vehicle is ideal for transporting this rigging and also carries lighting, generators, cribbing, tools, and transports additional personnel for accident site cleanup.

8. Air Bags

Similar to the "mat jacks" used by fire and rescue personnel, air bags are very convenient in the recovery of overturned heavy duty vehicles. Oftentimes a trailer will need to be unloaded by hand, adding several hours to the on-scene recovery time. Air bags help alleviate this need by placing them under the overturned trailer and inflating them in unison, thereby lifting the trailer

back onto its wheels. This method is also helpful in saving a load from being condemned because the trailer doesn't need to be off loaded.

9. Fork Lifts

Currently, Bob's Towing owns 4 forklifts of various capacities and configurations, which have special adapters to move vehicles damage free. Depending upon the surface where a forklift is needed, we have the appropriate equipment to quickly clean up spilled loads that require their use. When not used for load salvage operations, our forklifts are used for moving stored vehicles in the storage and evidence facility.

10. Additional 40 Foot Box Trailer

Our heavy duty recovery operations require us to keep an additional trailer available to quickly respond to calls for service. During heavy duty recoveries and load salvage operations, an additional trailer is routinely used to transport the load back to our facility or to a place of the customer's choosing.

11. Converter Dolly

Bob's Towing maintains 2 different dollies for use in heavy duty recovery work. Our transporter dolly enables a heavy duty trailer to be towed in a level and upright position behind a tow truck. The other dolly we use is a rear axle replacement dolly for heavy duty trailers. This dolly is useful when the axles or wheels of a big rig trailer will not support the trailer for towing. This scenario typically occurs during a heavy wreck. The dolly is placed under the trailer, and it may then be safely towed from the location of the incident.

12. Miscellaneous Equipment

For major recovery work, Bob's Towing maintains a cutting torch, hydro cut machine, and several full sets of mechanic's hand tools for the rare instances when big rigs are too badly damaged to be towed, and need to be partially dismantled, on scene, in order to be safely transported.

Fees for Special Operations

In the event that special equipment is needed for vehicle recovery or load salvage operations, we request that our recently submitted rates to the California Highway Patrol be approved by the City of Moreno Valley. A copy of our rates from the 2009-2010 CHP Rotation Tow Listing Application is submitted as an attachment, and is summarized below along with our rates for other additional equipment.

Proposed Special Equipment Hourly Rates

Equipment	Hourly Rate
Recovery Crane	\$750.00
Rotator (2 hour minimum)	\$600.00
Low Boy	\$400.00
Air Cushions (2 hour minimum)	\$1,000.00
Forklift	\$100.00
Off Road 6x6 Military Tow Truck	\$500.00
Additional Trailer	\$250.00
Converter Dolly	\$200.00
Special Operations/Major Incident Support Unit	N/C
Portable Lighting	N/C
Portable Power Generators	N/C
Recovery Support Vehicle	N/C

e. Personnel

1. Personnel and Project Staffing

Charlie Al-Badawi has demonstrated his ability to coordinate a project of this magnitude as demonstrated by the success of Bob's Towing in its obligations to similar municipalities. The key personnel of the Bob's Towing management team under Charlie have become expert in working in full compliance with government agencies and municipal contracts. Our relationship with the California Highway Patrol is so strong that Bob's Towing has been entrusted with the exclusive evidence recovery and storage contracts for 2 CHP offices, an honor shared by **no other towing company in the entire State of California!**

These key personnel have signed commitments for the entire term of this RFP JLL-10/11-01, and have over 70 years of collective experience within the industry. Careful consideration has been given to acquiring the necessary equipment and preparing a sufficient number of operators. In our company's history, no government contract has ever been suspended or found to be out of compliance standards. We are fully confident not only in our ability to commence work immediately upon award of contract, but also in the satisfaction Moreno Valley will have with our company.

***Please see "Attachment E" regarding all requested and required CHP forms, reports, and certificates for the applicable tow operators.**

2. Management Level Personnel

Name: Charlie Al-Badawi (Key Personnel)

Title/Position: Corporate President

Current Location: Rowland Heights

Current Assignment: Project Manager, CHP Rotational Tow Agreement

Project Manager, Evidence Recovery and Storage

Project Manager, Auto Club Operations

Project Manager, Los Angeles Metro FSP program

Project Manager, LA FSP Beat 18

Project Manager, LA FSP Beat 23

General Manager, Department Head Supervision

Team Leader, Heavy Duty and Special Recovery Teams

Availability to Project: 100% Availability to Moreno Valley

7:00 AM to 7:00 PM

On Call 24 hours per day

Longevity: 8 Years as Corporate President/CEO

Industry Experience: 22 Years of Industry Experience

Name: Taz Al-Badawi (Key Personnel)

Title/Position: Corporate Vice-President – Operations Manager

Current Location: Rowland Heights

Current Assignment: Project Manager, CHP Rotational Tow Agreement

Operations Manager, Evidence Recovery and Storage

Operations Manager, Auto Club Operations

Operations Manager, Los Angeles Metro FSP program

Operations Manager, LA FSP Beat 18

Operations Manager, LA FSP Beat 23

General Manager, Department Head Supervision

Team Leader, Heavy Duty and Special Recovery Teams

Availability to Project: 100% Availability to Moreno Valley

7:00 AM to 7:00 PM

On Call 24 hours per day

Longevity: 8 Years as Corporate President/CEO

Industry Experience: 10 Years of Industry Experience

Name: Mike Alexandro (Key Personnel)

Title/Position: Field Manager

General Manager, Bob's Towing

Current Location: Rowland Heights

Current Assignment: Inspections of Drivers and Equipment

Equipment Maintenance and Personnel Scheduling

Certification, Training, Human Resource Issues

Complaint Resolution

Leads Team Meetings

Enforces Rules and Regulations

Availability to Project: 100% Availability to Moreno Valley

5:00 AM to 5:00 PM and On Call 24 hours per day

Signed 5 Year Project Agreement

Longevity: 8 Years of Management Experience

Industry Experience: 15 Years of Industry Experience

Name: Tina Spargo (Key Personnel)

Title/Position: Office Manager

Current Location: Rowland Heights

Current Assignment: Contract Administrator

Contract Compliance

Supervision of Office Staff

Supervision of Dispatch Operations

Human Resources

Availability to Project: 100% Availability to Moreno Valley

7:00 AM to 7:00 PM

On Call 24 hours per day

Signed 5 Year Project Agreement

Longevity: 8 Years as Corporate Secretary and Senior Management

Industry Experience: 15 Years of Industry Experience

Name: Brian Maldonado (Key Personnel)

Title/Position: Public Relations and Special Projects

Contract Procurement and Compliance

Current Location: Rowland Heights

Current Assignment: Community Relations

Contract Compliance

Contract Procurement

Payroll

Bookkeeping

Availability to Project: 25% Time Availability to Moreno Valley

Full Time Employee

8:00 AM to 6:00 PM

Signed 5 Year Agreement

Longevity: 2 Years at Management Level

Industry Experience: 8 Years of Industry Experience

Name: Carlos M. Flores

Title/Position: Maintenance Supervisor

Master Automotive Technician

Current Location: Rowland Heights

Current Assignment: Vehicle Maintenance Oversight

Maintenance Costs Accountability and Oversight

Supervises Diesel Truck Technicians

FSP Maintenance Quality Control

Availability to Project: 50% Time Availability to Moreno Valley

Full Time Employee 7:00 AM to 7:00 PM

Longevity: 18 Years at Management Level

Bob's Towing General Manager Under Former Owner

Industry Experience: 32 Years of Industry Experience

Name: Jermaine Boston

Title/Position: Training/New Employee Orientation

Current Location: Rowland Heights

Current FSP Assignment: Driver Trainer

New Employee Orientation

FSP Beat Leader

Availability to Project: 25% Time Availability to Moreno Valley

Full Time Employee 5:00 AM to 7:00 PM

Longevity: 4 Years

Industry Experience: 7 Years of Industry Experience

3. Commitment of Key Personnel

Proposed Staffing and Project Organization

Key Personnel Statement of Work

Moreno Valley Towing Services Project

2011-2016

I hereby certify that I have committed my availability to Bob's Towing for the duration of the Moreno Valley Towing Services (Purchasing Specification RFP JLL-10/11-01) Project. Furthermore, I acknowledge that I will provide prior written notification to The City of Moreno Valley upon my removal, replacement or resignation from the period beginning on January 1st, 2011 and ending December 31st, 2016 unless project is terminated sooner by the City of Moreno Valley.

Signature/Name

Position

Date Signed

President

Bandar "Charlie" AJ-Badawi

_____ Project/Operations Manager _____

Taz Al-Badawi

_____ Assistant Project Manager _____

Mike Alexandro

_____ Office Manager _____

Tina Spargo

_____ Public Relations/Compliance _____

Brian Maldonado

4. Tow and Service Operators

Bob's Towing employs only experienced and highly qualified operators to service our customers. The existing agreements between Bob's Towing and the California Highway Patrol, Los Angeles County Sheriff's Department, West Covina Police Department and the Automobile Club of Southern California all perform or require background and drug testing on all of our drivers. These tow operators are also required to receive a significant amount of approved training prior to responding to any of these calls for service. In addition, all drivers are enrolled in the Department of Motor Vehicle's Pull notice Program and are required to have the appropriate class of driver's license and endorsements as specified prior to their employment with Bob's Towing.

Bob's Towing provides ongoing, extensive, in house training sessions to all staff members in safety, customer service, roll-over recovery, lock outs, customized vehicles and specific equipment proficiency requirements. These training courses are conducted monthly, by experienced California Highway Patrol officers, qualified city police officers, Automobile Club of Southern California, qualified trainers from California Tow Truck Association and Wreck Master, and a former DOT officer. All drivers will log their hours on a daily basis to allow the company to protect against driver fatigue.

***Public officials, police officers and fire authorities are welcomed and encouraged to attend any and all monthly training sessions at Bob's Towing.**

***Please see "Attachment E" regarding all requested and required CHP forms, reports, and certificates for the applicable tow operators.**

Driver's List for Moreno Valley RTS

BUSINESS ADDRESS: 36171 YUCCA AVE, BARSTOW, CA 92311					
BUSINESS PHONE NUMBER: 626-965-2407					
Driver's	Drivers	Expiration	License	Med. Card	Birth
Complete Name	License Number	Date	Class(s)	Exp. Date	date
BANDAR ALBADAWI	██████████	██████████	AM1	10/15/2009	██████████
MIKE ALEXANDRO	██████████	██████████	A	1/19/2010	██████████
MUATAZ BANDAR ALBADAWI	██████████	██████████	A	8/5/2010	██████████
HOTEL					
SIERRA					
YANKEE					
MIGUEL VASQUEZ	██████████	██████████	A	2/7/2011	██████████
STEVEN HENDRICKS	██████████	██████████	A TN	12/4/2011	██████████
TIMOTHY SINGLETON	██████████	██████████	A TX	6/10/2011	██████████

5. Dispatchers

Our years of experience in the towing industry have demonstrated to us that the dispatch department is the most critical area to operating a successful towing business. Bob's Towing provides the most efficient level of dispatching service available in the towing industry. All dispatchers with Bob's Towing are experienced and capable of managing difficult tasks, in high stress situations. They must also demonstrate a proficiency in mentally adjusting to multiple adverse responsibilities, simultaneously.

Bob's Towing believes that dispatching is the heart of the towing operation. The experienced, friendly and motivated dispatchers at Bob's efficiently dispatch drivers, answer incoming telephone calls, release vehicles, and ensure that all customers receive service as promptly as possible. In **hot call situations**, we see them as potential life savers, knowing what trucks to send out immediately to get the customer out of a frightening situation.

- Baby locked in car
- Party trapped in a vehicle (traffic collision)
- Traffic collision blocking all lanes

Vehicle Intake Requirements

When a vehicle is being towed in for storage the driver will tow the vehicle to the inspection area Prior to the vehicle being locked up in the storage yard somebody from the office must come out to inspect the vehicle, and make sure the VIN number etc all match the Police generated 180 Form. The forklift will come to transport the vehicle from the inspection area to the lot and make sure the car is secure.

Digital Photo Recording

Bob's Towing shall take photos of all four (4) sides of the vehicle's exterior of each vehicle immediately after being towed into the Designated Facility. These images will be stored electronically and in a manner that allows prompt retrieval within four (4) hours of any City.

6. Office Staff

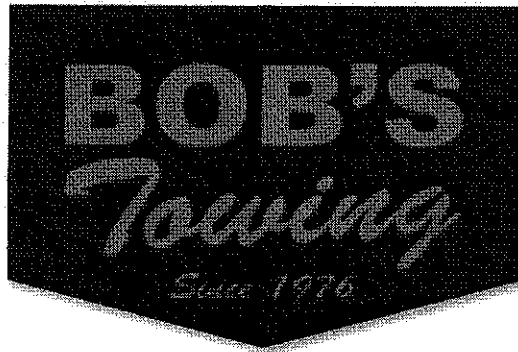
Our office staff assists in answering incoming telephone calls, releasing vehicles, and calling back Auto Club members to verify the quality of service that they received. These follow up telephone calls help management closely monitor the performance of both the drivers and the dispatchers, and provide a valuable tool for identifying and resolving internal problems. It is our goal to ensure that every customer who utilizes our services is totally satisfied with the service that they received.

Bob's Towing will provide prompt and courteous service so members of the public do not have to wait an unreasonable amount of time, in the opinion of the City, either on the telephone or in person. In all contacts with the public, Bob's Towing must promptly return vehicles (20 minutes) when presented with sufficient proof of payment and ownership pursuant to applicable law and City guidelines. Bob's must act on all claims by the public in good faith and in a reasonable and expeditious manner. Bob's Towing understands that if we fail to meet agreed customer service standards, the City may impose a penalty. Add ATM machine, pay phone.

As an on-going requirement by the City, Bob's Towing will provide all employees with annual customer service training and related job performance courses. These courses will focus on building customer service related skills and practices.

As an on-going requirement by the City, Bob's Towing will provide all employees with annual customer service training and related job performance courses. These courses will focus on building customer service related skills and practices.

III. Financial/Organizational Information



Submitted With Regard To:

City of Moreno Valley

Rotational Tow Service Program RFP JLL-10/11-01

2011-2016

With over 20 years as an owner or principle in the industry, project manager Charlie Al-Badawi and his key personnel bring a combined total of more than 70 years of practical experience in the emergency roadside assistance industry to the City of Moreno Valley. With successful projects both completed and in progress, Bob's

Towing has the experience and highest qualifications to undertake our next successful project.

a. Area of Expertise and History

Bob's Towing is a complete full service roadside assistance company, providing full spectrum towing; from light duty to heavy duty towing and recovery operations. Bob's Towing is proud to say that we never turn down a call for any type of towing service. Bob's has a fleet of more than 50 trucks, including 40 light duty trucks, 10 certified heavy duty tow truck operators and our heavy duty fleet of 2 rotators, 2 heavy duty tow vehicles, and a Low Boy and a Crane. **We are one of only 2 tow companies in the state of California that operate wheelchair accessible flatbed tow trucks, meeting federal ADA requirements.**

A high level of dedication and effectiveness in heavy duty towing and recovery industry makes Bob's one of the most frequently requested tow companies for major incidents by the California Highway Patrol.

Heavy-duty towing is the most challenging and difficult of all towing services. The heavy-duty special recovery team at Bob's Towing is equipped, experienced and ready to handle any situation that may arise. Our special recovery operations equipment features a 60 ton crane, specially equipped for recovery operations, a mobile command trailer, a 6x6 off road military rotator recovery vehicle, rappelling equipment, a dump truck, skip loader (Bobcat), and air cushions. Our personnel and staff have attended heavy duty and special recovery training sessions all over the country; including Maryland, North Carolina, Texas, Indiana, Washington, Nevada, and California. Bob's commitment to service, our unequalled level of experience, and our specialized fleet of equipment have made Bob's Towing a recognized and respected industry leader.

II. Relevant Experience

- Bob's Towing tows for four police departments and maintains numerous commercial accounts
- In 1976, Bob's Towing commenced providing towing services for the Automobile Club of Southern California, and now provides approximately 5,500 tows per month for the AAA.
- Bob's has provided towing services for the California Highway Patrol at the Santa Fe Springs Office since July 1, 2001, with a current average of 1,000 tows per month. Bob's Towing also is contracted with the California Highway Patrol at the Baldwin Park Office since 2004, with an average of 800 tows per month. In addition, Bob's Towing provides towing services to the Los Angeles County Sheriff's Office and West Covina Police Department.

LIEN SALES: Bob's Towing has 25 years experience in lien sales service. Bob's is currently processing lien sales services and events using LienWorks Inc. as the sole authorized agent for all lien sales. LienWorks is a full service, licensed and bonded lien processing corporation specializing in all types of lien processing for regular and high value vehicles, vessels, trailers, motorcycles and junk/dismantler liens. LienWorks uses instant record retrieval through Records Research in Sacramento. LienWorks complies with all legal advertising codes and serves all appropriate notifications, complying with all California Civil and Vehicle Code requirements for lien sales.

Auctions: Will be held every other Saturday.

- vehicle prep, washing and cleaning
- vehicle auction to highest bidder with a valid CDL

Current and Prior Operational Responsibilities of Key Personnel

Name: Charlie Al-Badawi

Title/Position: Corporate President

Major Areas of Work: Project Manager, CHP Rotational Tow Agreement

Project Manager, Evidence Recovery and Storage

Project Manager, Auto Club Operations

Project Manager, Los Angeles Metro FSP program

Project Manager, LA FSP Beat 18

Project Manager, LA FSP Beat 23

General Manager, Department Head Supervision

Team Leader, Heavy Duty and Special Recovery Teams

22 Years of Industry Experience

Name: Taz Al-Badawi

Title/Position: Corporate Vice-President/Operations Manager

Major Areas of Work: Project Manager, CHP Rotational Tow Agreement

Manager, Evidence Recovery and Storage

Manager, Auto Club Operations

Manager, Los Angeles Metro FSP program

Manager, LA FSP Beat 18

Manager, LA FSP Beat 23

General Manager, Department Head Supervision

Team Leader, Heavy Duty and Special Recovery Teams

10 Years of Industry Experience

Name: Mike Alexandro

Title/Position: Field Manager

Major Areas of Work:

Inspections of Drivers and Equipment

Equipment Maintenance Scheduling

Certification, Training, Human Resource Issues

Scheduling

Complaint Resolution

Leads Team Meetings

Enforces Rules and Regulations

15 Years of Industry Experience

Name: Tina Spargo

Title/Position: Office Manager

Major Areas of Work: Contract Administrator

Contract Compliance

Supervision of Office Staff

Supervision of Dispatch Operations

Human Resources

15 Years of Industry Experience

Name: Brian Maldonado

Title/Position: Special Operations Manager

Major Areas of Work: Public Relations

Contract Compliance

Contract Procurement

Payroll

Bookkeeping

8 Years of Industry Experience

Financial Condition of Safeway Towing Services, Inc.

Charlie Al-Badawi purchased Bob's Towing in 2001, but has been in business since 1986, and has served as President and CEO of the company since that time. With Charlie serving as project manager, the financial condition of Bob's Towing has continued to improve each year by increasing in gross annual revenues. Last year, Bob's Towing reported record gross revenues totaling approximately 2 million dollars. At the present time, no bankruptcy, litigation, mergers, or office closures are expected. The addition of an agreement with the City of Moreno Valley will allow us to continue the growth projected in our long term strategic business plan, and will bring the premiere roadside assistance services of Bob's Towing to the residents of Moreno Valley.

b. Drug and Alcohol Policy

Bob's Towing firmly believes that employee drug and alcohol abuse are directly related to decreased productivity, absenteeism, workplace violence, and employee theft, and for this reason we have developed a **zero tolerance policy** towards this behavior. Employees using drugs are more likely to cause accidents that harm themselves or other employees, and possibly even innocent bystanders or motorists. With these ideas as our guiding principles, we felt that the basic D.O.T. Testing Standards were not rigorous enough to achieve a true zero tolerance policy, so Bob's Towing has enrolled in more stringent drug testing programs.

The first testing program Bob's Towing utilizes is a D.O.T. Approved Testing Service that we contract with LWD Inc. of Irwindale. Before a new driver is hired, the potential employee must submit to a drug and alcohol test, and upon hire are enrolled with LWD in the random drug testing pool. After that time, employees are subject to random testing, conducted quarterly, and are also subject to probable cause and post accident testing.

For the stricter zero tolerance policy we desire, Bob's Towing has subscribed to additional testing procedures, also through LWD. Under this non-mandated program, LWD maintains a separate testing pool of only the drivers of Bob's Towing. Every month, 2 or 3 operators are selected at random for testing, regardless of whether they were selected for the random quarterly testing or not. We feel this increased frequency of testing for prohibited substances helps us achieve zero use more consistently than a quarterly test system.

Personnel with positive results, after verification, are removed from service and terminated for violating the company drug and alcohol policy. LWD provides our employees and management with training for detecting and preventing illegal drug and alcohol use, and also maintains records demonstrating our participation in the random selection pool. They offer assistance through referrals to low and no cost drug and alcohol abuse assistance programs for people who wish to become free from this type of behavior.

***A copy of our Drug Free Workplace Policy is included as "Attachment F".**

c. Monthly Reporting

Bob's Towing uses DATOW, a financial software package designed specifically for use by the towing and storage industry. One of the many features of DATOW is the ability to compartmentalize individual accounts for separate financial analysis of each. This feature allows for a current report of all revenues related to the towing, recovery, storage, lien sales and other incidentals on demand. Whenever any financial compensation is received from the vehicle owner or as a result of the proceeds of conducting a lien sale those monies are accounted for and included in this report. Individual invoices are stored for later retrieval or review, or the simplified financial report may be used instead.

d. Certificate of Insurance

Please see the attached Certificate of Insurance labeled "**Attachment G**".

e. Experience As A Tow Operator

We are pleased to introduce the key staff at Bob's Towing. The following 4 individuals will be directly responsible for all work performed under the scope of this RFP:

The key personnel have a combined total of more than 70 years of experience within the emergency roadside service industry. They have each signed a commitment of availability for the term of this project. Each of them have also been involved in performing work of a similar nature to the California Highway Patrol, Los Angeles Sheriff's Department, West Covina Police Department, and the Los Angeles County MTA Freeway Service Patrol Program and the motoring public. Thanks to the cohesive efforts of this management team, Bob's Towing has

never failed to complete a contract, nor has Bob's Towing ever been suspended or removed from any project we have been selected to undertake.

Name	Position	Experience
Charlie Al-Badawi	Project Manager	22 years
Taz Al-Badawi	Operations Manager	10 years
Mike Alejandro	Assistant Project Manager	15 years
Tina Spargo	Office Manager	15 years
Brian Maldonado	Manager/Contract Compliance	8 years

f. Current Projects

Bob's Towing is currently servicing 8 contracts with the public agencies identified in this RFP, as well as providing services to private accounts and COD customers.

Project	Services	Offered Term	Remaining Time
California Highway Patrol-Baldwin Park	Rotational Tow Services	Renews Annually	9 Years
California Highway Patrol-Santa Fe Springs	Rotational Tow Services	Renews Annually	9 Years
California Highway Patrol-Baldwin Park	Exclusive Evidence Recovery and Storage	2 Years	4 Years
California Highway Patrol-Santa Fe Springs	Exclusive Evidence Recovery and Storage	1 Year	2 Years
Los Angeles Sheriff's Department-Walnut	Rotational Tow Services	2 Years	4 Years
Automobile Club of Southern California	Emergency Roadside Assistance	Indefinite	33 Years
Los Angeles MTA FSP Beat 18	Freeway Service Patrol (FSP)	3 Years	4 Years

Los Angeles MTA FSP Beat 23	Freeway Service Patrol (FSP)	3 Years	1 Year
West Covina PD	Exclusive	5 years	4 years

Successfully Completed Projects with Similar Time frames by Management Team

The past experience and performance of the project management of Bob's Towing has proven the company's ability to begin a project of this magnitude on short notice. The recent additions to our fleet and staff of operators mean that we will be prepared to begin service under this agreement with no interruption to the Moreno Valley Police Department. Some similar projects and the results of those are:

Project	Equipment	Required	Time frame Result
LA FSP Beat 18 2004	4 FSP Ready Tow Trucks, 1 Service Truck	90 Days	✓ Project Started On Time
LA FSP Beat 23 2007	4 FSP Ready Tow Trucks, 1 Service Truck	90 Days	✓ Project Started On Time
LA FSP Beat 18 2008	4 FSP Ready Tow Trucks, 1 Service Truck	90 Days	✓ Project Started On Time
AAA El Monte Contract Station	4 AAA Ready Tow Trucks, 1 Service Truck	30 Days	✓ Project Started On Time

g. Complaints

We at Bob's Towing are please to state that within the past two years we have not received any complaints from any of the cities we are contracted to provide to services.

Bob's Towing commits to provide dedicated vehicle towing operations 24 hours a day, 7 days a week. We further commit to provide timely, efficient, legal and ethical, lien sales services for the City of Moreno Valley. Towing services will be available continuously, 365 days per year with no exclusions for local, state, or federal holidays.

This commitment to the City of Moreno Valley is same commitment made to every municipality we are contracted with. It's this very dedication and pledge to service that has virtually rendered complaints nonexistent.

h. Suspensions

Bob's Towing can confidently state that our company has never been suspended and/or terminated from any contract for the purpose of providing tow services to a governmental agency.

i. Safety Requirements and Specifications

Bob's is currently in compliance through existing contracts to submit to annual safety inspections by - California Highway Patrol, Automobile Club of Southern California, L.A. County Sheriff's Department, West Covina Police Department, and the California Department of Transportation (DOT).

We invite routine and random inspections by City officials and the Police Department of the City of Moreno Valley. We also invite the City of Moreno Valley to audit any part, or all, of our entire operation at any time.

1. All tow truck technicians are certified by California Tow Truck Association, CTTA.
2. All tow truck technicians will be required to do the following at all times on the job -
 - A.) Wear approved reflective safety vest
 - B.) Wear steel toed boots
 - C.) Wear protective gloves
 - D.) Wear safety glasses at all appropriate times
 - E.) Wear hard hats at all appropriate times
 - F.) Will not use a cell phone in violation of the law, while driving the vehicle
 - G.) Operator will be supplied with and wear at all times on the job a buckleless, non scratching webbed belt
 - H.) All operators will be trained by a former DOT officer in house and will attend additional monthly training which will include legal updates, driver awareness classes, and training in new enhancements and innovations in the field.

- I.) All drivers are given a drug screening test on hire and are enrolled in the random drug testing program and the DMV's Pull Notice Program.
 - J.) All drivers are subject to a thorough background check (Life Scan), upon hiring.
3. All Tow Truck Technicians are required to take regularly scheduled, ongoing safety classes throughout their employment with Bob's Towing.
 4. All personnel, officials and authorized visitors must wear hard hats and safety glasses at all times, while on site.
 5. All personnel, officials and authorized visitors must log in and out upon arrival and departure.
 6. Trackstar location system for vehicle monitoring. This system minimizes response time and saves fuel.

i. Collection Procedure/Policy

Pursuant to California Vehicle Code Section 14602.6 Bob's Towing follows and strictly adheres to the subsequent Collection Procedures and Policies:

V C Section 14602.6 Vehicle Impoundment Suspended Revoked or Unlicensed Driver Hearing

Vehicle Impoundment: Suspended, Revoked, or Unlicensed Driver: Hearing

14602.6. (a) (1) Whenever a peace officer determines that a person was driving a vehicle while his or her driving privilege was suspended or revoked, driving a vehicle while his or her driving privilege is restricted pursuant to Section 13352 or 23575 and the vehicle is not equipped with a functioning, certified interlock device, or driving a vehicle without ever having been issued a driver's license, the peace officer may either immediately arrest that person and cause the removal and seizure of that vehicle or, if the vehicle is involved in a traffic collision, cause the removal and seizure of the vehicle without the necessity of arresting the person in accordance with Chapter 10 (commencing with Section 22650) of Division 11. A vehicle so impounded shall be impounded for 30 days.

(2) The impounding agency, within two working days of impoundment, shall send a notice by certified mail, return receipt requested, to the legal owner of the vehicle, at the address obtained from the department, informing the owner that the vehicle has been impounded. Failure to notify the legal owner within two working days shall prohibit the impounding agency from charging for more than 15 days' impoundment when the legal owner redeems the impounded vehicle. The impounding agency shall maintain a published telephone number that provides information 24 hours a day regarding the impoundment of vehicles and the rights of a registered owner to request a hearing. ***The law enforcement agency shall be open to issue a release to the registered owner or legal owner, or the agent of either, whenever the agency is open to serve the public for regular, nonemergency business.***

(b) The registered and legal owner of a vehicle that is removed and seized under subdivision (a) or their agents shall be provided the opportunity for a storage hearing to determine the validity of, or consider any mitigating circumstances attendant to, the storage, in accordance with Section 22852.

(c) Any period in which a vehicle is subjected to storage under this section shall be included as part of the period of impoundment ordered by the court under subdivision (a) of Section 14602.5.

(d) (1) An impounding agency shall release a vehicle to the registered owner or his or her agent prior to the end of 30 days' impoundment under any of the following circumstances:

(A) When the vehicle is a stolen vehicle.

(B) When the vehicle is subject to bailment and is driven by an unlicensed employee of a business establishment, including a parking service or repair garage.

(C) When the license of the driver was suspended or revoked for an offense other than those included in Article 2 (commencing with Section 13200) of Chapter 2 of Division 6 or Article 3 (commencing with Section 13350) of Chapter 2 of Division 6.

(D) When the vehicle was seized under this section for an offense that does not authorize the seizure of the vehicle.

(E) When the driver reinstates his or her driver's license or acquires a driver's license and proper insurance.

(2) No vehicle shall be released pursuant to this subdivision without presentation of the registered owner's or agent's currently valid driver's license to operate the vehicle and proof of current vehicle registration, or upon order of a court.

(e) The registered owner or his or her agent is responsible for all towing and storage charges related to the impoundment, and any administrative charges authorized under Section 22850.5.

(f) A vehicle removed and seized under subdivision (a) shall be released to the legal owner of the vehicle or the legal owner's agent prior to the end of 30 days' impoundment if all of the following conditions are met:

(1) The legal owner is a motor vehicle dealer, bank, credit union, Acceptance Corporation, or other licensed financial institution legally operating in this state or is another person, not the registered owner, holding a security interest in the vehicle.

(2) (A) The legal owner or the legal owner's agent pays all towing and storage fees related to the seizure of the vehicle. No lien sale processing fees shall be charged to the legal owner who redeems the vehicle prior to the 15th day of impoundment. Neither the impounding authority nor any person having possession of the vehicle shall collect from the legal owner of the type specified in paragraph (1), or the legal owner's agent any administrative charges imposed pursuant to Section 22850.5 unless the legal owner voluntarily requested a post storage hearing.

(B) A person operating or in charge of a storage facility where vehicles are stored pursuant to this section shall accept a valid bank credit card or cash for payment of towing, storage, and related fees by a legal or registered owner or the owner's agent claiming the vehicle. A credit card shall be in the name of the person presenting the card. "Credit card" means "credit card" as defined in subdivision (a) of Section 1747.02 of the Civil Code, except, for the purposes of this section, credit card does not include a credit card issued by a retail seller.

(C) A person operating or in charge of a storage facility described in subparagraph (B) who violates subparagraph (B) shall be civilly liable to the owner of the vehicle or to the person who tendered the fees for four times the amount of the towing, storage, and related fees, but not to exceed five hundred dollars (\$500).

(D) A person operating or in charge of a storage facility described in subparagraph (B) shall have sufficient funds on the premises of the primary storage facility during normal business hours to accommodate, and make change in, a reasonable monetary transaction.

(E) Credit charges for towing and storage services shall comply with Section 1748.1 of the Civil Code. Law enforcement agencies may include the costs of providing for payment by credit when making agreements with towing companies on rates.

(3) The legal owner or the legal owner's agent presents a copy of the assignment, as defined in subdivision (b) of Section 7500.1 of the Business and Professions Code; **a release from the one responsible governmental agency, only if required by the agency; a government-issued photographic identification card;** and any one of the following, **as determined by the legal owner or the legal owner's agent:** a certificate of repossession for the vehicle, a security agreement for the vehicle, or title, **whether paper or electronic,** showing proof of legal ownership for the vehicle. Any documents presented may be originals, photocopies, or facsimile copies, or may be transmitted electronically. The law enforcement agency, impounding agency, **or any other governmental agency,** or any person acting on behalf of those agencies, shall not require any documents to be notarized. The law enforcement agency, impounding agency, or any person acting on behalf of those agencies may require the agent of the legal owner to produce a photocopy or facsimile copy of its repossession agency license or registration issued pursuant to Chapter 11 (commencing with Section 7500) of Division 3 of the Business and Professions Code, or to demonstrate, to the satisfaction of the law enforcement agency, impounding agency, or any person acting on behalf of those agencies, that the agent is exempt from licensure pursuant to Section 7500.2 or 7500.3 of the Business and Professions Code.

No administrative costs authorized under subdivision (a) of Section 22850.5 shall be charged to the legal owner of the type specified in paragraph (1), who redeems the vehicle unless the legal owner voluntarily requests a post storage hearing. No city, county, city ()¹ and county, or state agency shall require a legal owner or a legal owner's agent to request a post storage hearing as a requirement for release of the vehicle to the legal owner or the legal owner's agent. The law enforcement agency, impounding agency, or **other governmental agency,** or any person acting on behalf of those agencies, shall not require any documents other than those specified in this paragraph. The law enforcement agency, impounding agency, **or other governmental agency,** or any person acting on behalf of those agencies, shall not require any documents to be notarized. **The legal owner or the legal owner's agent shall be given a copy of any documents he or she is required to sign, except for a vehicle evidentiary hold logbook. The law enforcement agency, impounding agency, or any person acting on behalf of those agencies, or any person in possession of the vehicle, may photocopy and retain the copies of any documents presented by the legal owner or legal owner's agent.**

(4) A failure by a storage facility to comply with any applicable conditions set forth in this subdivision shall not affect the right of the legal owner or the legal owner's agent to retrieve the vehicle, provided all conditions required of the legal owner or legal owner's agent under this subdivision are satisfied.

(g) (1) A legal owner or the legal owner's agent that obtains release of the vehicle pursuant to subdivision (f) ()² **shall not release the vehicle to the registered owner of the vehicle, or the person who was listed as the registered owner when the vehicle was impounded,** or any agents of the registered owner, unless the registered owner is a rental car agency, until after the termination of the 30-day impoundment period.

(2) The legal owner or the legal owner's agent ()² **shall not relinquish the vehicle to the registered owner or the person who was listed as the registered owner when the vehicle was impounded** until the registered owner or that owner's agent presents his or her valid driver's license or valid temporary driver's license to the legal owner or the legal owner's agent. The legal owner or the legal owner's agent **or the person in possession of the vehicle** shall make every reasonable effort to ensure that the license presented is **valid and possession of the vehicle will not be given to the driver who was involved in the original impoundment proceeding until the expiration of the impoundment period.**

(3) Prior to relinquishing the vehicle, the legal owner may require the registered owner to pay all towing and storage charges related to the impoundment and any administrative charges authorized under Section 22850.5 that were incurred by the legal owner in connection with obtaining custody of the vehicle.

(4) Any legal owner who knowingly releases or causes the release of a vehicle to a registered owner or the person in possession of the vehicle at the time of the impoundment or any agent of the registered owner in violation of this subdivision shall be guilty of a misdemeanor and subject to a fine in the amount of two thousand dollars (\$2,000) in addition to any other penalties established by law.

(5) The legal owner, registered owner, or person in possession of the vehicle shall not change or attempt to change the name of the legal owner or the registered owner on the records of the department until the vehicle is released from the impoundment.

(h) (1) A vehicle removed and seized under subdivision (a) shall be released to a rental car agency prior to the end of 30 days' impoundment if the agency is either the legal owner or registered owner of the vehicle and the agency pays all towing and storage fees related to the seizure of the vehicle.

(2) The owner of a rental vehicle that was seized under this section may continue to rent the vehicle upon recovery of the vehicle. However, the rental car agency may not rent another vehicle to the driver of the vehicle that was seized until 30 days after the date that the vehicle was seized.

(3) The rental car agency may require the person to whom the vehicle was rented to pay all towing and storage charges related to the impoundment and any administrative charges authorized under Section 22850.5 that were incurred by the rental car agency in connection with obtaining custody of the vehicle.

(i) Notwithstanding any other provision of this section, the registered owner and not the legal owner shall remain responsible for any towing and storage charges related to the impoundment, any administrative charges authorized under Section 22850.5, and any parking fines, penalties, and administrative fees incurred by the registered owner.

(j) ()³ ***The law enforcement agency and the impounding agency, including any storage facility acting on behalf of the law enforcement agency or impounding agency, shall comply with this section and shall not be liable to the registered owner for the improper release of the vehicle to the legal owner or the legal owner's agent provided the release complies with the provisions of this section. The legal owner shall indemnify and hold harmless a storage facility from any claims arising out of the release of the vehicle to the legal owner or the legal owner's agent and from any damage to the vehicle after its release, including the reasonable costs associated with defending any such claims. A law enforcement agency shall not refuse to issue a release to a legal owner or the agent of a legal owner on the grounds that it previously issued a release.***

k. 10 Vehicles In One Hour

Bob's Towing provides the following scenarios for the completion of transporting 10 vehicles in the span of one hour:

1. Bob's Towing owns a Low Boy tractor trailer which can carry three vehicles at any one time. We also have three Flatbed trucks which can each haul two vehicles. This brings the total amount of vehicles being loaded and transported to nine. The remaining vehicle can be transported by either our Medium Duty truck or by one of our Light Duty wheel lift trucks. In summary our company can transport 12 vehicles in one hour, but for the purpose of the RFP we are more than ready and able to achieve the task of having ten vehicles hooked, loaded and transported within an hour. This scenario was taken into consideration in the event of a catastrophic accident, a Police raid, and/or a lot overcome with abandoned vehicles.
2. In the event of a Safety Check Point Bob's Towing will support the Police Department with our Moreno Valley Fleet which is more than capable of transporting and

impounding 10 vehicles throughout the duration of the Safety Check Point. We can also transport 10 vehicles at once if the situation calls for such a procedure.

3. Bob's Towing can also respond to a situation requiring the transport of 10 vehicles in one hour in a scenario that calls for several City vehicles to be moved at the same time a car pileup has occurred. Our Fleet is large enough and absolutely capable of responding and committing to both jobs simultaneously and completing the load and transport of vehicles within an hour's time.
4. Furthermore, if at any time the City requires the transport 10 vehicles for any reason; our fleet would cover the timely removal and transportation of any and all vehicles in question.

IV. Rates For Service



Submitted With Regard To:

City of Moreno Valley

Rotational Tow Service Program RFP JLL-10/11-01

2011-2016

With over 20 years as an owner or principle in the industry, project manager Charlie Al-Badawi and his key personnel bring a combined total of more than 70 years of practical experience in the emergency roadside assistance industry to the City of Moreno Valley. With successful projects both completed and in progress, Bob's Towing has the experience and highest qualifications to undertake our next successful project.

IV. Rates

Please see "**Attachment H**", which lists our rates pursuant to CHP Form 243A.

V. Competency Testing, Assessment and Continuous Improvement

Bob's Towing plans to maximize their potential for growth and improvement in all aspects of the organization. By developing review systems for the company and their employees, Bob's will warrant the highest level of competency. The objective is to increase and expand capabilities and core competencies in all personnel.

Competency begins with the hiring process. All personnel are required to pass a drug screening test prior to hiring. All hired personnel are also subject to routine, random drug screening with LWD, Inc. All potential candidates for employment as tow truck technicians must be California Tow Truck Association certified. In addition to the CTTA certification, Bob's Towing will execute an Operator Proficiency Exam, in which drivers must pass, testing in the following areas

- 15-Minute Vehicle Wheel Lift Hook-Up Test
- 15-Minute Vehicle Sling Bumper Hook-Up Test
- 15-Minute Vehicle Flat Bed Hook-Up Test
- 15-Minute Vehicle Lock Out Test
- 15-Minute Dolly Tow Setup Test
- In Tow Driving Test
- Vehicle Back Up and Maneuvering Test

***Bob's Towing adopted and expanded the Operator Proficiency Exam from Los Angeles County Freeway Service Patrol, FSP minimum requirements.**

Bob's Towing has a companywide policy that has implemented a quarterly incentive plan to encourage the highest standard of quality service from our operators. This incentive plan includes the following standards:

- Tow truck operators may not receive any complaints, remarks or negative comments from customers, in order to qualify for the incentive program
- A driver with no complaints against him, no damage to vehicles and a perfect attendance record will receive a monetary bonus. This bonus is awarded on a quarterly basis
- Tow truck operators must not cause damage to any vehicle to qualify for the incentive program
- Tow truck operators must comply with Bob's Towing rules and regulations, including laws and city codes, to qualify for the incentive program
- Tow truck operators must arrive within the specified time requirements to any site, in order to qualify for the incentive program
- Tow truck operators must maintain and display professionalism at all times, to qualify for the incentive program
- Tow truck operators must maintain a professional appearance at all times, to qualify for the incentive program
- Tow truck operators must carry company issued identification at all times, to qualify for the incentive program
- The driver who attains the highest overall score within the incentive program will be selected as driver of the year which will be announced at the annual Christmas party

***All other personnel within the company are incentivized based on their customer service, professionalism, and job proficiency.**

Bob's Towing has implemented an in house voluntary penalty program, which covers all instances of late arrival, missing equipment, careless behavior and any other display of unprofessionalism. This voluntary penalty program has been in place for the last seven years. Bob's proposes to implement this company program for the City of Moreno Valley from the first day of operation.

Our years of experience in the towing industry have demonstrated to us that the dispatch department is the most critical area to operating a successful towing business. Bob's Towing provides the most efficient level of dispatching service available in the towing industry. All dispatchers with Bob's Towing are experienced and capable of managing difficult tasks, in high stress situations. They must also demonstrate a proficiency in mentally adjusting to multiple adverse responsibilities, simultaneously.

All dispatchers with Bob's Towing must pass an examination in which high proficiency is demonstrated in the following areas -

- Reasoning ability
- Verbal/communication skills
- Memory ability
- Accurate perceptual acuity

The exam as given is multiple choice, comprised of 11 segments. These segments are -

1. Public Safety Bulletin
2. Assigning Field Units
3. Evaluating Facts
4. Prioritizing Tasks
5. Reading Comprehension
6. Sentence Clarity
7. Detail and Factual Recall
8. Call Taking
9. Giving and Taking Oral Direction
10. Checking Coded Information
11. Verifying and Listening

*** Bob's Towing adopted and modified the Public Safety Dispatcher Test from the California Highway Patrol.**

In order to ensure the most effective channels of communication throughout the company, Bob's Towing has implemented a mandatory conflict resolution program, which includes monthly meetings, to resolve situations and issues that arise between interpersonal relationships.

Bob's Towing has in place, a dedicated customer relations staff to maintain rapport with the general public. This is done as an intentional public relations program. Their specific areas of skills, abilities and competencies are focused on branding Bob's Towing as a customer oriented organization.

VI. Community Involvement

Community Involvement

Bob's Towing is committed to being an active partner in improving the quality of life in the communities we serve through our social, human and economic resources.

\$10,000 to Charity and boys and girls club total per year not more than 2% of the gross net. The corporate culture at Bob's Towing is shaped in innumerable ways by the communities we serve. By developing a strategic corporate giving philosophy, Bob's Towing has been able to better track and evaluate our corporate philanthropic projects and measure their benefit to our business as well as the community. We believe giving back to the community is a "win-win" scenario for both Bob's Towing and the organizations we support. Our volunteer activities and corporate philanthropy boost morale and strengthen our team and improve communications and relations among our employees and the areas we live.

Bob's Towing has elected to focus our corporate community involvement on the following areas:

- Organizations that benefit the youth in our area
- Events and activities which foster community interaction
- Various events and programs that benefit the public safety entities in whose jurisdiction we provide service.

In addition to participating in the community as an organization, Bob's Towing also promotes employee community involvement by supporting the fund raising events of those organizations involved in the personal lives of our employees.

Besides supporting community organizations and events in our community, Bob's Towing has initiated an annual cross training event that we host with the local law enforcement organizations and fire department and rescue personnel. These events help foster a positive working relationship between our company and the agencies we serve. Set up as major disaster recovery scenarios, they provide a hands on training environment in which we learn each other's capabilities and work ethic, and bridge the communication gap so that when similar real life rescue situations arrive no time is lost in receiving the assistance of our special support equipment. Our most recent event was even attended by members of the West Covina Fire Department.

VII. References

References

Over the past several years, we have had the opportunity to not only provide the best roadside assistance possible to our customers, but we have developed lasting personal relationships with our major customers' representatives. These relationships make doing business with a company much more enjoyable, and give us one more reason to aspire to be the premiere company in our industry. We have chosen to submit these 3 gentlemen as references partially due to the broad background each comes from. With experience in law enforcement, governmental contracts, and auto clubs, we are proud to do business with the organizations our references represent. Each of the following listed persons have not only agreed to act as a reference for Bob's Towing, but have also submitted a letter of reference for inclusion in this proposal.

Client Name & Address Contact Person Name/Phone

California Highway Patrol, Baldwin Park Officer Bruce Turner

14039 E. Francisquito Ave. (626) 338-1164

Baldwin Park, CA 91706 Area Tow Officer

Automobile Club of Southern California Julio Santos

5402 Philadelphia St. (909) 917-0125

Chino, CA 91710 Contract Relations Supervisor

Los Angeles County Sheriff's Dept. Deputy Joseph Lomonaco

4700 Ramona Boulevard (909) 973-2291

Monterey Park, CA 91754 Community Relations Liaison

Additional References

In the event additional references are needed or desired our favorable relationships with our major customers have placed Bob's Towing in the fortunate position of having several people interested in discussing their experiences with our company. We sincerely hope that you will take the time to contact these additional references as they may provide further insight into the nature of our company, personnel, qualifications and experience.

Client Name & Address Contact Person Name/Phone

California Highway Patrol, Baldwin Park Lieutenant Russell Phifer

14039 E. Francisquito Ave. (626) 338-1164

Baldwin Park, CA 91706 Operations Lieutenant

Los Angeles County John Takahashi

Metropolitan Transportation Authority Program Administrator

One Gateway Plaza Motorist Services Program

Los Angeles, CA 90012 (213) 922-6346

California Highway Patrol Sgt Don Karol

Southern Division/Investigative Services Supervisor- Multidisciplinary

437 North Vermont Ave. Accident Investigation Team

Los Angeles, CA 90004 (323) 644-9550

Los Angeles County Sheriff's Dept. Lt. John Salibi

21695 E. Valley Blvd. Watch Commander

Walnut, CA 91789 (626) 913-1715 x-2001

California Highway Patrol/Baldwin Park Officer John Werner

14039 Francisquito Ave. Evidence Investigator, BP

Baldwin Park, CA 91706 (626) 862-4585

California Highway Patrol FSP/TMC Officer George Garcia

100 S. Main St. Freeway Service Patrol

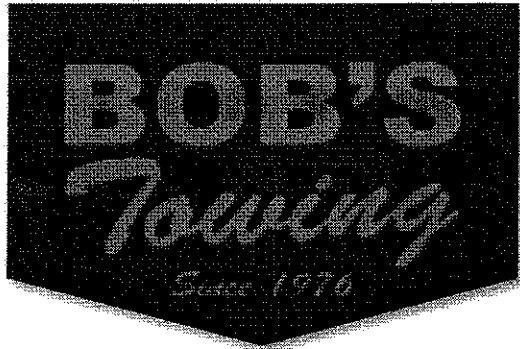
Los Angeles, CA 90012 (213) 304-5487

Automobile Club of Southern California Mike Lukaszewics

5402 Philadelphia St. (909) 917-0125

Chino, CA 91710 Contract Relations Supervisor

VIII. Attachments



Submitted With Regard To:

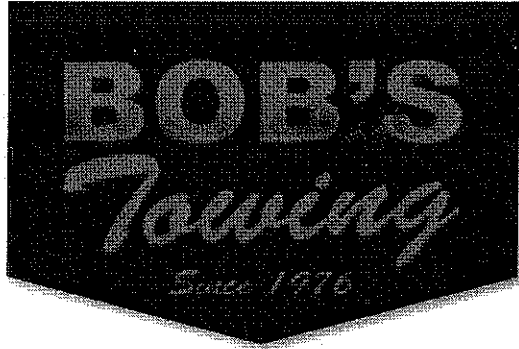
City of Moreno Valley

Rotational Tow Service Program RFP JLL-10/11-01

2011-2016

With over 20 years as an owner or principle in the industry, project manager Charlie Al-Badawi and his key personnel bring a combined total of more than 70 years of practical experience in the emergency roadside assistance industry to the City of Moreno Valley. With successful projects both completed and in progress, Bob's Towing has the experience and highest qualifications to undertake our next successful project.

IX. Letters of Recommendation



Submitted With Regard To:

City of Moreno Valley

Rotational Tow Service Program RFP JLL-10/11-01

2011-2016

With over 20 years as an owner or principle in the industry, project manager Charlie Al-Badawi and his key personnel bring a combined total of more than 70 years of practical experience in the emergency roadside assistance industry to the City of Moreno Valley. With successful projects both completed and in progress, Bob's Towing has the experience and highest qualifications to undertake our next successful project.

ATTACHMENT

A

2306197

ARTICLES OF INCORPORATION
OF
SAFEWAY TOWING SERVICE, INC.

ENDORSED-FILED
In the Office of the Secretary of State
of the State of California

FEB 22 2001

I

The name of this corporation is **Safeway Towing Service, Inc.**

B. D. Jones
BILL JONES, Secretary of State

II

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the **GENERAL CORPORATION LAW** of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

III

The name and address, in the State of California, of this corporation's initial agent for service of process is:

Bandar Albadawi
15239 La Subida Drive
Hacienda Heights, California 91745

IV

The corporation is authorized to issue only one class of shares of stock, and the total number of shares which this corporation is authorized to issue is **(5,000) Five Thousand**.

V

This corporation is a close corporation.

VI

All of the corporation's issued shares of stock, of all classes shall be held of record by not more than **(10) Ten** persons.

Dated: 02/22/01



[Handwritten Signature]

Signature of Incorporator

Bandar Albadawi

Typed name of Incorporator

ATTACHMENT

B

Business Entity Detail

Data is updated weekly and is current as of Friday, October 01, 2010. It is not a complete or certified record of the entity.

Entity Name:	SAFEWAY TOWING SERVICE, INC.
Entity Number:	C2306197
Date Filed:	02/22/2001
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	19135 E SAN JOSE AVE
Entity City, State, Zip:	ROWLAND HEIGHTS CA 91748
Agent for Service of Process:	BANDER AL-BADAWI
Agent Address:	19135 E SAN JOSE AVE
Agent City, State, Zip:	ROWLAND HEIGHTS CA 91748

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to Name Availability.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to Information Requests.
- For help with searching an entity name, refer to Search Tips.
- For descriptions of the various fields and status types, refer to Field Descriptions and Status Definitions.


STATE OF CALIFORNIA BUSINESS, TRANSPORTATION AND HOUSING AGENCY

DEPARTMENT OF MOTOR VEHICLES
MOTOR CARRIER SERVICES BRANCH MS 0875
P.O. BOX 932370 Sacramento, CA 94232-3700
(916) 657-8153



02/24/2010

SAFeway TOWING SERVICES INC
19135 E SAN JOSE AVE
ROWLAND HEIGHTS, CA 91748

 A Public Service Agency		MOTOR CARRIER PERMIT	
DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA 94232-3700		Valid From: 03/01/2010	Valid Through: 02/28/2011
SAFeway TOWING SERVICES INC 19135 E SAN JOSE AVE ROWLAND HEIGHTS, CA 91748		CAN: 0211073	
		The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification:	
		For Hire Full Year Corporation	
Pmt Date: 02/23/2010	Office #: 134		
Account #: 149499	Tech ID: SC		
Sequence #: 0070	Amt Paid: \$915.00		

IMPORTANT REMINDERS!

- 1 Your permit will expire at midnight on the "Valid Through" date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
- 2 Your insurance must remain valid through the term of your permit or a suspension action could occur.
- 3 Changes to your fleet are not required to be reported until your renewal.
- 4 Changes to your business entity may require a new CAN and application for another Motor Carrier Permit.
- 5 If you decide to no longer operate as a motor carrier of property, you must submit a Voluntary Withdrawal form.
- 6 For changes to the address, business name, officers, or authorized representative's name, please complete the Notice of Change form. Changes during your renewal period may be submitted on your renewal application.
- 7 You may download forms from the Internet at www.dmv.ca.gov or receive further information by calling (916) 637-8153.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929, from Voice Phones: 1-800-735-2922

DMV 7100 MCR (REV 10/2009)

A Public Service Agency

CITY OF MORENO VALLEY

BUSINESS LICENSE TAX RECEIPT

The person, firm or corporation named below has paid the appropriate fees to the City and is hereby granted this business license tax receipt for the business described below. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of any law or ordinance. The City does not pass on the qualifications of the holder of this business license tax receipt.

Business Name: Bob's Towing
Business Location: 19135 E San Jose Ave, Rowland Heights, CA 91748
Business Owner: Safeway Towing, Inc
Bandar Al-Badawi

BUSINESS TYPE: 472
Description: TOWING SERVICES

BOB'S TOWING
19135 E SAN JOSE AVE
ROWLAND HEIGHTS, CA 91748

BUSINESS LICENSE #: 22584
Effective Date: September 23, 2010
Expiration Date: December 31, 2010


Richard Teichert
Financial & Administrative Services Director

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

ATTACHMENT

C



**AIR COMMERCIAL REAL ESTATE ASSOCIATION
STANDARD INDUSTRIAL/COMMERCIAL SINGLE-TENANT LEASE -- NET
(DO NOT USE THIS FORM FOR MULTI-TENANT BUILDINGS)**

1. **Basic Provisions ("Basic Provisions")**

1.1 **Parties:** This Lease ("Lease"), dated for reference purposes only October 4, 2010, is made by and between T.A. Rivard, Inc. ("Lessor") and Al-Badawi Property Management, LLC ("Lessee") (collectively the "Parties," or individually a "Party").

1.2 **Premises:** That certain real property, including all improvements therein or to be provided by Lessor under the terms of this Lease, and commonly known as 24811 Rivard Road, Moreno Valley located in the County of Riverside, State of California and generally described as (describe briefly the nature of the property and, if applicable, the "Project", if the property is located within a Project) +/- 6,500 SF building on 2.23 acres of land ("Premises"). (See also Paragraph 2)

1.3 **Term:** years and 60 months ("Original Term") commencing January 1, 2011 ("Commencement Date") and ending December 31, 2015 ("Expiration Date"). (See also Paragraph 3)

1.4 **Early Possession:** If the Premises are available Lessee may have non-exclusive possession of the Premises commencing January 1, 2011 ("Early Possession Date"). (See also Paragraphs 3.2 and 3.3)

1.5 **Base Rent:** \$5,500.00 per month ("Base Rent"), payable on the first day of each month commencing January 1, 2011. Property Taxes shall be paid by Lessor. (See also Paragraph 4)

If this box is checked, there are provisions in this Lease for the Base Rent to be adjusted. See Paragraph _____

1.6 **Base Rent and Other Monies Paid Upon Execution:**

(a) **Base Rent:** \$5,500.00 for the period January 1, 2011 - January 31, 2011; which includes \$500.00 per month for Property Taxes.

(b) **Security Deposit:** \$5,000.00 ("Security Deposit"). (See also Paragraph 5)

(c) **Association Fees:** \$NA for the period _____

(d) **Other:** \$NA for _____

(e) **Total Due Upon Execution of this Lease:** \$10,500.00

1.7 **Agreed Use:** Towing company operation. (See also Paragraph 6)

1.8 **Insuring Party:** Lessor is the "Insuring Party" unless otherwise stated herein. (See also Paragraph 8)

1.9 **Real Estate Brokers:** (See also Paragraph 15)

(a) **Representation:** The following real estate brokers (the "Brokers") and brokerage relationships exist in this transaction (check applicable boxes):

None _____ represents Lessor exclusively ("Lessor's Broker");

Colliers International - Jan DeVries _____ represents Lessee exclusively ("Lessee's Broker"); or

_____ represents both Lessor and Lessee ("Dual Agency").

(b) **Payment to Brokers:** Upon execution and delivery of this Lease by both Parties, Lessor shall pay to the Brokers for the brokerage services rendered by the Brokers the fee agreed to in to in the attached a separate written agreement or if no such agreement is attached, the sum of _____ or 3 % of the total Base Rent payable for the Original Term, the sum of _____ or _____ of the total Base Rent payable during any period of time that the Lessee occupies the Premises subsequent to the Original Term, and/or the sum of _____ or 3 % of the purchase price in the event that the Lessee or anyone affiliated with Lessee acquires from Lessor any rights to the Premises.

1.10 **Guarantor:** The obligations of the Lessee under this Lease are to be guaranteed by _____ ("Guarantor"). (See also Paragraph 37)

1.11 **Attachments.** Attached hereto are the following, all of which constitute a part of this Lease:

an Addendum consisting of Paragraphs 52 through 56;

a plot plan depicting the Premises on parcel map;

a current set of the Rules and Regulations;

a Work Letter;

other (specify): AIR Option to Purchase #51

2. **Premises.**

INITIALS

INITIALS

2.1 **Letting.** Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor, the Premises, for the term, at the rental, and upon all of the terms, covenants and conditions set forth in this Lease. While the approximate square footage of the Premises may have been used in the marketing of the Premises for purposes of comparison, the Base Rent stated herein is NOT tied to square footage and is not subject to adjustment should the actual size be determined to be different. Note: Lessee is advised to verify the actual size prior to executing this Lease.

2.2 **Condition.** Lessor shall deliver the Premises to Lessee broom clean and free of debris on the Commencement Date or the Early Possession Date, whichever first occurs ("Start Date"), and, so long as the required service contracts described in Paragraph 7.1(b) below are obtained by Lessee and in effect within thirty days following the Start Date, warrants that the existing electrical, plumbing, fire sprinkler, lighting, heating, ventilating and air conditioning systems ("HVAC"), loading doors, sump pumps, if any, and all other such elements in the Premises, other than those constructed by Lessee, shall be in good operating condition on said date, that the structural elements of the roof, bearing walls and foundation of any buildings on the Premises (the "Building") shall be free of material defects, and that the Premises do not contain hazardous levels of any mold or fungi defined as toxic under applicable state or federal law. If a non-compliance with said warranty exists as of the Start Date, or if one of such systems or elements should malfunction or fail within the appropriate warranty period, Lessor shall, as Lessor's sole obligation with respect to such matter, except as otherwise provided in this Lease, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, malfunction or failure, rectify same at Lessor's expense. The warranty periods shall be as follows: (i) 6 months as to the HVAC systems, and (ii) 30 days as to the remaining systems and other elements of the Building. If Lessee does not give Lessor the required notice within the appropriate warranty period, correction of any such non-compliance, malfunction or failure shall be the obligation of Lessee at Lessee's sole cost and expense.

2.3 **Compliance.** Lessor warrants that to the best of its knowledge the improvements on the Premises comply with the building codes, applicable laws, covenants or restrictions of record, regulations, and ordinances ("Applicable Requirements") that were in effect at the time that each improvement, or portion thereof, was constructed. Said warranty does not apply to the use to which Lessee will put the Premises, modifications which may be required by the Americans with Disabilities Act or any similar laws as a result of Lessee's use (see Paragraph 50), or to any Alterations or Utility Installations (as defined in Paragraph 7.3(a)) made or to be made by Lessee. NOTE: Lessee is responsible for determining whether or not the Applicable Requirements, and especially the zoning, are appropriate for Lessee's intended use, and acknowledges that past uses of the Premises may no longer be allowed. If the Premises do not comply with said warranty, Lessor shall, except as otherwise provided, promptly after receipt of written notice from Lessee setting forth with specificity the nature and extent of such non-compliance, rectify the same at Lessor's expense. If Lessee does not give Lessor written notice of a non-compliance with this warranty within 6 months following the Start Date, correction of that non-compliance shall be the obligation of Lessee at Lessee's sole cost and expense. If the Applicable Requirements are hereafter changed so as to require during the term of this Lease the construction of an addition to or an alteration of the Premises and/or Building, the remediation of any Hazardous Substance, or the reinforcement or other physical modification of the Unit, Premises and/or Building ("Capital Expenditure"), Lessor and Lessee shall allocate the cost of such work as follows:

(a) Subject to Paragraph 2.3(c) below, if such Capital Expenditures are required as a result of the specific and unique use of the Premises by Lessee as compared with uses by tenants in general, Lessee shall be fully responsible for the cost thereof, provided, however that if such Capital Expenditure is required during the last 2 years of this Lease and the cost thereof exceeds 6 months' Base Rent, Lessee may instead terminate this Lease unless Lessor notifies Lessee, in writing, within 10 days after receipt of Lessee's termination notice that Lessor has elected to pay the difference between the actual cost thereof and an amount equal to 6 months' Base Rent. If Lessee elects termination, Lessee shall immediately cease the use of the Premises which requires such Capital Expenditure and deliver to Lessor written notice specifying a termination date at least 90 days thereafter. Such termination date shall, however, in no event be earlier than the last day that Lessee could legally utilize the Premises without commencing such Capital Expenditure.

(b) If such Capital Expenditure is not the result of the specific and unique use of the Premises by Lessee (such as, governmentally mandated seismic modifications), then Lessor shall pay for such Capital Expenditure and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease or any extension thereof, on the date that on which the Base Rent is due, an amount equal to 1/144th of the portion of such costs reasonably attributable to the Premises. Lessee shall pay interest on the balance but may prepay its obligation at any time. If, however, such Capital Expenditure is required during the last 2 years of this Lease or if Lessor reasonably determines that it is not economically feasible to pay its share thereof, Lessor shall have the option to terminate this Lease upon 90 days prior written notice to Lessee unless Lessee notifies Lessor, in writing, within 10 days after receipt of Lessor's termination notice that Lessee will pay for such Capital Expenditure. If Lessor does not elect to terminate, and fails to tender its share of any such Capital Expenditure, Lessee may advance such funds and deduct same, with interest, from Rent until Lessor's share of such costs have been fully paid. If Lessee is unable to finance Lessor's share, or if the balance of the Rent due and payable for the remainder of this Lease is not sufficient to fully reimburse Lessee on an offset basis, Lessee shall have the right to terminate this Lease upon 30 days written notice to Lessor.

(c) Notwithstanding the above, the provisions concerning Capital Expenditures are intended to apply only to non-voluntary, unexpected, and new Applicable Requirements. If the Capital Expenditures are instead triggered by Lessee as a result of an actual or proposed change in use, change in intensity of use, or modification to the Premises (then, and in that event, Lessee shall either: (i) immediately cease such changed use or intensity of use and/or take such other steps as may be necessary to eliminate the requirement for such Capital Expenditure, or (ii) complete such Capital Expenditure at its own expense. Lessee shall not, however, have any right to terminate this Lease.

2.4 **Acknowledgements.** Lessee acknowledges that: (a) it has been given an opportunity to inspect and measure the Premises, (b) it has been advised by Lessor and/or Brokers to satisfy itself with respect to the size and condition of the Premises (including but not limited to the electrical, HVAC and fire sprinkler systems, security, environmental aspects, and compliance with Applicable Requirements and the Americans with Disabilities Act), and their suitability for Lessee's intended use, (c) Lessee has made such investigation as it deems necessary with reference to such matters and assumes all responsibility therefor as the same relate to its occupancy of the Premises, (d) it is not relying on any representation as to the size of the Premises made by Brokers or Lessor, (e) the square footage of the Premises was not material to Lessee's decision to lease the Premises and pay the Rent stated herein, and (f) neither Lessor, Lessor's agents, nor Brokers have made any oral or written representations or warranties with respect to said matters other than as set forth in this Lease. In addition, Lessor acknowledges that: (i) Brokers have made no representations, promises or warranties concerning Lessee's ability to honor the Lease or suitability to occupy the Premises, and (ii) it is Lessor's sole responsibility to investigate the financial capability and/or suitability of all proposed tenants.

2.5 **Lessee as Prior Owner/Occupant.** The warranties made by Lessor in Paragraph 2 shall be of no force or effect if immediately prior to the Start Date Lessee was the owner or occupant of the Premises. In such event, Lessee shall be responsible for any necessary corrective

work.

3. Term.

3.1 Term. The Commencement Date, Expiration Date and Original Term of this Lease are as specified in Paragraph 1.3.

3.2 Early Possession. Any provision herein granting Lessee Early Possession of the Premises is subject to and conditioned upon the Premises being available for such possession prior to the Commencement Date. Any grant of Early Possession only conveys a non-exclusive right to occupy the Premises. If Lessee totally or partially occupies the Premises prior to the Commencement Date, the obligation to pay Base Rent shall be abated for the period of such Early Possession. All other terms of this Lease (including but not limited to the obligations to pay Real Property Taxes and insurance premiums and to maintain the Premises) shall be in effect during such period. Any such Early Possession shall not affect the Expiration Date.

3.3 Delay In Possession. Lessor agrees to use its best commercially reasonable efforts to deliver possession of the Premises to Lessee by the Commencement Date. If, despite said efforts, Lessor is unable to deliver possession by such date, Lessor shall not be subject to any liability therefor, nor shall such failure affect the validity of this Lease. Lessee shall not, however, be obligated to pay Rent or perform its other obligations until Lessor delivers possession of the Premises and any period of rent abatement that Lessee would otherwise have enjoyed shall run from the date of delivery of possession and continue for a period equal to what Lessee would otherwise have enjoyed under the terms hereof, but minus any days of delay caused by the acts or omissions of Lessee. If possession is not delivered within 60 days after the Commencement Date, Lessee may, at its option, by notice in writing within 10 days after the end of such 60 day period, cancel this Lease, in which event the Parties shall be discharged from all obligations hereunder. If such written notice is not received by Lessor within said 10 day period, Lessee's right to cancel shall terminate. If possession of the Premises is not delivered within 120 days after the Commencement Date, this Lease shall terminate unless other agreements are reached between Lessor and Lessee, in writing.

3.4 Lessee Compliance. Lessor shall not be required to deliver possession of the Premises to Lessee until Lessee complies with its obligation to provide evidence of insurance (Paragraph 8.5). Pending delivery of such evidence, Lessee shall be required to perform all of its obligations under this Lease from and after the Start Date, including the payment of Rent, notwithstanding Lessor's election to withhold possession pending receipt of such evidence of insurance. Further, if Lessee is required to perform any other conditions prior to or concurrent with the Start Date, the Start Date shall occur but Lessor may elect to withhold possession until such conditions are satisfied.

4. Rent.

4.1 Rent Defined. All monetary obligations of Lessee to Lessor under the terms of this Lease (except for the Security Deposit) are deemed to be rent ("Rent").

4.2 Payment. Lessee shall cause payment of Rent to be received by Lessor in lawful money of the United States, without offset or deduction (except as specifically permitted in this Lease), on or before the day on which it is due. All monetary amounts shall be rounded to the nearest whole dollar. In the event that any invoice prepared by Lessor is inaccurate such inaccuracy shall not constitute a waiver and Lessee shall be obligated to pay the amount set forth in this Lease. Rent for any period during the term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of said month. Payment of Rent shall be made to Lessor at its address stated herein or to such other persons or place as Lessor may from time to time designate in writing. Acceptance of a payment which is less than the amount then due shall not be a waiver of Lessor's rights to the balance of such Rent, regardless of Lessor's endorsement of any check so stating. In the event that any check, draft, or other instrument of payment given by Lessee to Lessor is dishonored for any reason, Lessee agrees to pay to Lessor the sum of \$25 in addition to any Late Charge and Lessor, at its option, may require all future Rent be paid by cashier's check. Payments will be applied first to accrued late charges and attorney's fees, second to accrued interest, then to Base Rent, Insurance and Real Property Taxes, and any remaining amount to any other outstanding charges or costs.

4.3 Association Fees. In addition to the Base Rent, Lessee shall pay to Lessor each month an amount equal to any owner's association or condominium fees levied or assessed against the Premises. Said monies shall be paid at the same time and in the same manner as the Base Rent.

5. Security Deposit. Lessee shall deposit with Lessor upon execution hereof the Security Deposit as security for Lessee's faithful performance of its obligations under this Lease. If Lessee fails to pay Rent, or otherwise Defaults under this Lease, Lessor may use, apply or retain all or any portion of said Security Deposit for the payment of any amount already due Lessor, for Rents which will be due in the future, and/ or to reimburse or compensate Lessor for any liability, expense, loss or damage which Lessor may suffer or incur by reason thereof. If Lessor uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with Lessor sufficient to restore said Security Deposit to the full amount required by this Lease. If the Base Rent increases during the term of this Lease, Lessee shall, upon written request from Lessor, deposit additional monies with Lessor so that the total amount of the Security Deposit shall at all times bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, Lessor shall have the right to increase the Security Deposit to the extent necessary, in Lessor's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease and following such change the financial condition of Lessee is, in Lessor's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with Lessor as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. Lessor shall not be required to keep the Security Deposit separate from its general accounts. Within 90 days after the expiration or termination of this Lease, Lessor shall return that portion of the Security Deposit not used or applied by Lessor. No part of the Security Deposit shall be considered to be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease.

6. Use.

6.1 Use. Lessee shall use and occupy the Premises only for the Agreed Use, or any other legal use which is reasonably comparable thereto, and for no other purpose. Lessee shall not use or permit the use of the Premises in a manner that is unlawful, creates damage, waste or a nuisance, or that disturbs occupants of or causes damage to neighboring premises or properties. Other than guide, signal and seeing eye dogs, Lessee shall not keep or allow in the Premises any pets, animals, birds, fish, or reptiles. Lessor shall not unreasonably withhold or delay its consent to any written request for a modification of the Agreed Use, so long as the same will not impair the structural integrity of the improvements on the Premises or the mechanical or electrical systems therein, and/or is not significantly more burdensome to the Premises. If Lessor elects to withhold consent, Lessor

shall within 7 days after such request give written notification of same, which notice shall include an explanation of Lessor's objections to the change in the Agreed Use.

6.2 Hazardous Substances.

(a) **Reportable Uses Require Consent.** The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of Lessor to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Lessee shall not engage in any activity in or on the Premises which constitutes a Reportable Use of Hazardous Substances without the express prior written consent of Lessor and timely compliance (at Lessee's expense) with all Applicable Requirements. "Reportable Use" shall mean (i) the installation or use of any above or below ground storage tank, (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority, and/or (iii) the presence at the Premises of a Hazardous Substance with respect to which any Applicable Requirements requires that a notice be given to persons entering or occupying the Premises or neighboring properties. Notwithstanding the foregoing, Lessee may use any ordinary and customary materials reasonably required to be used in the normal course of the Agreed Use, ordinary office supplies (copier toner, liquid paper, glue, etc.) and common household cleaning materials, so long as such use is in compliance with all Applicable Requirements, is not a Reportable Use, and does not expose the Premises or neighboring property to any meaningful risk of contamination or damage or expose Lessor to any liability therefor. In addition, Lessor may condition its consent to any Reportable Use upon receiving such additional assurances as Lessor reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

(b) **Duty to Inform Lessor.** If Lessee knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on, under or about the Premises, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

(c) **Lessee Remediation.** Lessee shall not cause or permit any Hazardous Substance to be spilled or released in, on, under, or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Lessee's expense, comply with all Applicable Requirements and take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Lessee, or any third party.

(d) **Lessee Indemnification.** Lessee shall indemnify, defend and hold Lessor, its agents, employees, lenders and ground lessor, if any, harmless from and against any and all loss of rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Lessee, or any third party (provided, however, that Lessee shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from adjacent properties not caused or contributed to by Lessee). Lessee's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Lessee, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by Lessor and Lessee shall release Lessee from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by Lessor in writing at the time of such agreement.

(e) **Lessor Indemnification.** Lessor and its successors and assigns shall indemnify, defend, reimburse and hold Lessee, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which result from Hazardous Substances which existed on the Premises prior to Lessee's occupancy or which are caused by the gross negligence or willful misconduct of Lessor, its agents or employees. Lessor's obligations, as and when required by the Applicable Requirements, shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

(f) **Investigations and Remediations.** Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Substances on the Premises prior to Lessee's occupancy, unless such remediation measure is required as a result of Lessee's use (including "Alterations", as defined in paragraph 7.3(a) below) of the Premises, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of Lessor, including allowing Lessor and Lessor's agents to have reasonable access to the Premises at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

(g) **Lessor Termination Option.** If a Hazardous Substance Condition (see Paragraph 9.1(e)) occurs during the term of this Lease, unless Lessee is legally responsible therefor (in which case Lessee shall make the investigation and remediation thereof required by the Applicable Requirements and this Lease shall continue in full force and effect, but subject to Lessor's rights under Paragraph 6.2(d) and Paragraph 13), Lessor may, at Lessor's option, either (i) investigate and remediate such Hazardous Substance Condition, if required, as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) if the estimated cost to remediate such condition exceeds 12 times the then monthly Base Rent or \$100,000, whichever is greater, give written notice to Lessee, within 30 days after receipt by Lessor of knowledge of the occurrence of such Hazardous Substance Condition, of Lessor's desire to terminate this Lease as of the date 60 days following the date of such notice. In the event Lessor elects to give a termination notice, Lessee may, within 10 days thereafter, give written notice to Lessor of Lessee's commitment to pay the amount by which the cost of the remediation of such Hazardous Substance Condition exceeds an amount equal to 12 times the then monthly Base Rent or \$100,000, whichever is greater. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days following such commitment. In such event, this Lease shall continue in full force and effect, and Lessor shall proceed to make such remediation as soon as reasonably possible after the required funds are available. If Lessee does not give such notice and provide the required funds or assurance thereof within the time provided, this Lease shall terminate as of the date specified in Lessor's notice of termination.

6.3 Lessee's Compliance with Applicable Requirements. Except as otherwise provided in this Lease, Lessee shall, at Lessee's

sole expense, fully, diligently and in a timely manner, materially comply with all Applicable Requirements, the requirements of any applicable fire insurance underwriter or rating bureau, and the recommendations of Lessor's engineers and/or consultants which relate in any manner to the such Requirements, without regard to whether such Requirements are now in effect or become effective after the Start Date. Lessee shall, within 10 days after receipt of Lessor's written request, provide Lessor with copies of all permits and other documents, and other information evidencing Lessee's compliance with any Applicable Requirements specified by Lessor, and shall immediately upon receipt, notify Lessor in writing (with copies of any documents involved) of any threatened or actual claim, notice, citation, warning, complaint or report pertaining to or involving the failure of Lessee or the Premises to comply with any Applicable Requirements. Likewise, Lessee shall immediately give written notice to Lessor of: (i) any water damage to the Premises and any suspected seepage, pooling, dampness or other condition conducive to the production of mold; or (ii) any mustiness or other odors that might indicate the presence of mold in the Premises.

6.4 Inspection; Compliance. Lessor and Lessor's "Lender" (as defined in Paragraph 30) and consultants shall have the right to enter into Premises at any time, in the case of an emergency, and otherwise at reasonable times after reasonable notice, for the purpose of inspecting the condition of the Premises and for verifying compliance by Lessee with this Lease. The cost of any such inspections shall be paid by Lessor, unless a violation of Applicable Requirements, or a Hazardous Substance Condition (see paragraph 9.1) is found to exist or be imminent, or the inspection is requested or ordered by a governmental authority. In such case, Lessee shall upon request reimburse Lessor for the cost of such inspection, so long as such inspection is reasonably related to the violation or contamination. In addition, Lessee shall provide copies of all relevant material safety data sheets (MSDS) to Lessor within 10 days of the receipt of a written request therefor.

7. Maintenance; Repairs, Utility Installations; Trade Fixtures and Alterations.

7.1 Lessee's Obligations.

(a) **In General.** Subject to the provisions of Paragraph 2.2 (Condition), 2.3 (Compliance), 6.3 (Lessee's Compliance with Applicable Requirements), 7.2 (Lessor's Obligations), 9 (Damage or Destruction), and 14 (Condemnation), Lessee shall, at Lessee's sole expense, keep the Premises, Utility Installations (intended for Lessee's exclusive use, no matter where located), and Alterations in good order, condition and repair (whether or not the portion of the Premises requiring repairs, or the means of repairing the same, are reasonably or readily accessible to Lessee, and whether or not the need for such repairs occurs as a result of Lessee's use, any prior use, the elements or the age of such portion of the Premises), including, but not limited to, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), foundations, ceilings, roofs, roof drainage systems, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Lessee, in keeping the Premises in good order, condition and repair, shall exercise and perform good maintenance practices, specifically including the procurement and maintenance of the service contracts required by Paragraph 7.1(b) below. Lessee's obligations shall include restorations, replacements or renewals when necessary to keep the Premises and all improvements thereon or a part thereof in good order, condition and state of repair. Lessee shall, during the term of this Lease, keep the exterior appearance of the Building in a first-class condition (including, e.g. graffiti removal) consistent with the exterior appearance of other similar facilities of comparable age and size in the vicinity, including, when necessary, the exterior repainting of the Building.

(b) **Service Contracts.** Lessee shall, at Lessee's sole expense, procure and maintain contracts, with copies to Lessor, in customary form and substance for, and with contractors specializing and experienced in the maintenance of the following equipment and improvements, if any, if and when installed on the Premises: (i) HVAC equipment, (ii) boiler, and pressure vessels, (iii) fire extinguishing systems, including fire alarm and/or smoke detection, (iv) landscaping and irrigation systems, (v) roof covering and drains, and (vi) clarifiers. However, Lessor reserves the right, upon notice to Lessee, to procure and maintain any or all of such service contracts, and Lessee shall reimburse Lessor, upon demand, for the cost thereof.

(c) **Failure to Perform.** If Lessee fails to perform Lessee's obligations under this Paragraph 7.1, Lessor may enter upon the Premises after 10 days' prior written notice to Lessee (except in the case of an emergency, in which case no notice shall be required), perform such obligations on Lessee's behalf, and put the Premises in good order, condition and repair, and Lessee shall promptly pay to Lessor a sum equal to 115% of the cost thereof.

(d) **Replacement.** Subject to Lessee's indemnification of Lessor as set forth in Paragraph 8.7 below, and without relieving Lessee of liability resulting from Lessee's failure to exercise and perform good maintenance practices, if an item described in Paragraph 7.1(b) cannot be repaired other than at a cost which is in excess of 50% of the cost of replacing such item, then such item shall be replaced by Lessor, and the cost thereof shall be prorated between the Parties and Lessee shall only be obligated to pay, each month during the remainder of the term of this Lease, on the date on which Base Rent is due, an amount equal to the product of multiplying the cost of such replacement by a fraction, the numerator of which is one, and the denominator of which is 144 (i.e. 1/144th of the cost per month). Lessee shall pay interest on the unamortized balance, but may prepay its obligation at any time.

7.2 Lessor's Obligations. Subject to the provisions of Paragraphs 2.2 (Condition), 2.3 (Compliance), 9 (Damage or Destruction) and 14 (Condemnation), it is intended by the Parties hereto that Lessor have no obligation, in any manner whatsoever, to repair and maintain the Premises, or the equipment therein, all of which obligations are intended to be that of the Lessee. It is the intention of the Parties that the terms of this Lease govern the respective obligations of the Parties as to maintenance and repair of the Premises, and they expressly waive the benefit of any statute now or hereafter in effect to the extent it is inconsistent with the terms of this Lease.

7.3 Utility Installations; Trade Fixtures; Alterations.

(a) **Definitions.** The term "Utility Installations" refers to all floor and window coverings, air and/or vacuum lines, power panels, electrical distribution, security and fire protection systems, communication cabling, lighting fixtures, HVAC equipment, plumbing, and fencing in or on the Premises. The term "Trade Fixtures" shall mean Lessee's machinery and equipment that can be removed without doing material damage to the Premises. The term "Alterations" shall mean any modification of the improvements, other than Utility Installations or Trade Fixtures, whether by addition or deletion. "Lessee Owned Alterations and/or Utility Installations" are defined as Alterations and/or Utility Installations made by Lessee that are not yet owned by Lessor pursuant to Paragraph 7.4(a).

(b) **Consent.** Lessee shall not make any Alterations or Utility Installations to the Premises without Lessor's prior written consent. Lessee may, however, make non-structural Alterations or Utility Installations to the interior of the Premises (excluding the roof) without such consent but upon notice to Lessor, as long as they are not visible from the outside, do not involve puncturing, relocating or removing the roof or any existing walls, will not affect the electrical, plumbing, HVAC, and/or life safety systems, and the cumulative cost thereof during this Lease as extended does not

exceed a sum equal to 3 months' Base Rent in the aggregate or a sum equal to one month's Base Rent in any one year. Notwithstanding the foregoing, Lessee shall not make or permit any roof penetrations and/or install anything on the roof without the prior written approval of Lessor. Lessor may, as a precondition to granting such approval, require Lessee to utilize a contractor chosen and/or approved by Lessor. Any Alterations or Utility Installations that Lessee shall desire to make and which require the consent of the Lessor shall be presented to Lessor in written form with detailed plans. Consent shall be deemed conditioned upon Lessee's: (i) acquiring all applicable governmental permits, (ii) furnishing Lessor with copies of both the permits and the plans and specifications prior to commencement of the work, and (iii) compliance with all conditions of said permits and other Applicable Requirements in a prompt and expeditious manner. Any Alterations or Utility Installations shall be performed in a workmanlike manner with good and sufficient materials. Lessee shall promptly upon completion furnish Lessor with as-built plans and specifications. For work which costs an amount in excess of one month's Base Rent, Lessor may condition its consent upon Lessee providing a lien and completion bond in an amount equal to 150% of the estimated cost of such Alteration or Utility Installation and/or upon Lessee's posting an additional Security Deposit with Lessor.

(c) **Liens; Bonds.** Lessee shall pay, when due, all claims for labor or materials furnished or alleged to have been furnished to or for Lessee at or for use on the Premises, which claims are or may be secured by any mechanic's or materialmen's lien against the Premises or any interest therein. Lessee shall give Lessor not less than 10 days notice prior to the commencement of any work in, on or about the Premises, and Lessor shall have the right to post notices of non-responsibility. If Lessee shall contest the validity of any such lien, claim or demand, then Lessee shall, at its sole expense defend and protect itself, Lessor and the Premises against the same and shall pay and satisfy any such adverse judgment that may be rendered thereon before the enforcement thereof. If Lessor shall require, Lessee shall furnish a surety bond in an amount equal to 150% of the amount of such contested lien, claim or demand, indemnifying Lessor against liability for the same. If Lessor elects to participate in any such action, Lessee shall pay Lessor's attorneys' fees and costs.

7.4 Ownership; Removal; Surrender; and Restoration.

(a) **Ownership.** Subject to Lessor's right to require removal or elect ownership as hereinafter provided, all Alterations and Utility Installations made by Lessee shall be the property of Lessee, but considered a part of the Premises. Lessor may, at any time, elect in writing to be the owner of all or any specified part of the Lessee Owned Alterations and Utility Installations. Unless otherwise instructed per paragraph 7.4(b) hereof, all Lessee Owned Alterations and Utility Installations shall, at the expiration or termination of this Lease, become the property of Lessor and be surrendered by Lessee with the Premises.

(b) **Removal.** By delivery to Lessee of written notice from Lessor not earlier than 90 and not later than 30 days prior to the end of the term of this Lease, Lessor may require that any or all Lessee Owned Alterations or Utility Installations be removed by the expiration or termination of this Lease. Lessor may require the removal at any time of all or any part of any Lessee Owned Alterations or Utility Installations made without the required consent.

(c) **Surrender; Restoration.** Lessee shall surrender the Premises by the Expiration Date or any earlier termination date, with all of the improvements, parts and surfaces thereof broom clean and free of debris and in good operating order, condition and state of repair, ordinary wear and tear excepted. "Ordinary wear and tear" shall not include any damage or deterioration that would have been prevented by good maintenance practice. Notwithstanding the foregoing, if this Lease is for 12 months or less, then Lessee shall surrender the Premises in the same condition as delivered to Lessee on the Start Date with NO allowance for ordinary wear and tear. Lessee shall repair any damage occasioned by the installation, maintenance or removal of Trade Fixtures, Lessee owned Alterations and/or Utility Installations, furnishings, and equipment as well as the removal of any storage tank installed by or for Lessee. Lessee shall completely remove from the Premises any and all Hazardous Substances brought onto the Premises by or for Lessee, or any third party (except Hazardous Substances which were deposited via underground migration from areas outside of the Premises) even if such removal would require Lessee to perform or pay for work that exceeds statutory requirements. Trade Fixtures shall remain the property of Lessee and shall be removed by Lessee. Any personal property of Lessee not removed on or before the Expiration Date or any earlier termination date shall be deemed to have been abandoned by Lessee and may be disposed of or retained by Lessor as Lessor may desire. The failure by Lessee to timely vacate the Premises pursuant to this Paragraph 7.4(c) without the express written consent of Lessor shall constitute a holdover under the provisions of Paragraph 26 below.

8. Insurance; Indemnity.

8.1 **Payment For Insurance.** Lessee shall pay for all insurance required under Paragraph 8 except to the extent of the cost attributable to liability insurance carried by Lessor under Paragraph 8.2(b) in excess of \$2,000,000 per occurrence. Premiums for policy periods commencing prior to or extending beyond the Lease term shall be prorated to correspond to the Lease term. Payment shall be made by Lessee to Lessor within 10 days following receipt of an invoice.

8.2 Liability Insurance

(a) **Carried by Lessee.** Lessee shall obtain and keep in force a Commercial General Liability policy of insurance protecting Lessee and Lessor as an additional insured against claims for bodily injury, personal injury and property damage based upon or arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto. Such insurance shall be on an occurrence basis providing single limit coverage in an amount not less than \$1,000,000 per occurrence with an annual aggregate of not less than \$2,000,000. Lessee shall add Lessor as an additional insured by means of an endorsement at least as broad as the Insurance Service Organization's "Additional Insured-Managers or Lessors of Premises" Endorsement. The policy shall not contain any intra-insured exclusions as between insured persons or organizations, but shall include coverage for liability assumed under this Lease as an "insured contract" for the performance of Lessee's indemnity obligations under this Lease. The limits of said insurance shall not, however, limit the liability of Lessee nor relieve Lessee of any obligation hereunder. Lessee shall provide an endorsement on its liability policy(ies) which provides that its insurance shall be primary to and not contributory with any similar insurance carried by Lessor, whose insurance shall be considered excess insurance only.

(b) **Carried by Lessor.** Lessor shall maintain liability insurance as described in Paragraph 8.2(a), in addition to, and not in lieu of, the insurance required to be maintained by Lessee. Lessee shall not be named as an additional insured therein.

8.3 Property Insurance - Building, Improvements and Rental Value.

(a) **Building and Improvements.** The insuring Party shall obtain and keep in force a policy or policies in the name of Lessor, with loss payable to Lessor, any ground-lessor, and to any Lender insuring loss or damage to the Premises. The amount of such insurance shall be equal to the full insurable replacement cost of the Premises, as the same shall exist from time to time, or the amount required by any Lender, but in no event more than the commercially reasonable and available insurable value thereof. Lessee Owned Alterations and Utility Installations, Trade Fixtures, and Lessee's personal property shall be insured by Lessee not by Lessor. If the coverage is available and commercially appropriate, such policy or policies

shall insure against all risks of direct physical loss or damage (except the perils of flood and/or earthquake unless required by a Lender), including coverage for debris removal and the enforcement of any Applicable Requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Said policy or policies shall also contain an agreed valuation provision in lieu of any coinsurance clause, waiver of subrogation, and inflation guard protection causing an increase in the annual property insurance coverage amount by a factor of not less than the adjusted U.S. Department of Labor Consumer Price Index for All Urban Consumers for the city nearest to where the Premises are located. If such insurance coverage has a deductible clause, the deductible amount shall not exceed \$5,000 per occurrence, and Lessee shall be liable for such deductible amount in the event of an Insured Loss.

(b) **Rental Value.** The Insuring Party shall obtain and keep in force a policy or policies in the name of Lessor with loss payable to Lessor and any Lender, insuring the loss of the full Rent for one year with an extended period of indemnity for an additional 180 days ("Rental Value Insurance"). Said insurance shall contain an agreed valuation provision in lieu of any coinsurance clause, and the amount of coverage shall be adjusted annually to reflect the projected Rent otherwise payable by Lessee, for the next 12 month period. Lessee shall be liable for any deductible amount in the event of such loss.

(c) **Adjacent Premises.** If the Premises are part of a larger building, or of a group of buildings owned by Lessor which are adjacent to the Premises, the Lessee shall pay for any increase in the premiums for the property insurance of such building or buildings if said increase is caused by Lessee's acts, omissions, use or occupancy of the Premises.

8.4 Lessee's Property, Business Interruption Insurance, Worker's Compensation Insurance.

(a) **Property Damage.** Lessee shall obtain and maintain insurance coverage on all of Lessee's personal property, Trade Fixtures, and Lessee Owned Alterations and Utility Installations. Such insurance shall be full replacement cost coverage with a deductible of not to exceed \$1,000 per occurrence. The proceeds from any such insurance shall be used by Lessee for the replacement of personal property, Trade Fixtures and Lessee Owned Alterations and Utility Installations. Lessee shall provide Lessor with written evidence that such insurance is in force.

(b) **Business Interruption.** Lessee shall obtain and maintain loss of income and extra expense insurance in amounts as will reimburse Lessee for direct or indirect loss of earnings attributable to all perils commonly insured against by prudent lessees in the business of Lessee or attributable to prevention of access to the Premises as a result of such perils.

(c) **Worker's Compensation Insurance.** Lessee shall obtain and maintain Worker's Compensation Insurance in such amount as may be required by Applicable Requirements.

(d) **No Representation of Adequate Coverage.** Lessor makes no representation that the limits or forms of coverage of insurance specified herein are adequate to cover Lessee's property, business operations or obligations under this Lease.

8.5 Insurance Policies. Insurance required herein shall be by companies maintaining during the policy term a "General Policyholders Rating" of at least A- VII, as set forth in the most current issue of "Best's Insurance Guide", or such other rating as may be required by a Lender. Lessee shall not do or permit to be done anything which invalidates the required insurance policies. Lessee shall, prior to the Start Date, deliver to Lessor certified copies of policies of such insurance or certificates with copies of the required endorsements evidencing the existence and amounts of the required insurance. No such policy shall be cancelable or subject to modification except after 30 days prior written notice to Lessor. Lessee shall, at least 10 days prior to the expiration of such policies, furnish Lessor with evidence of renewals or "insurance binders" evidencing renewal thereof, or Lessor may order such insurance and charge the cost thereof to Lessee, which amount shall be payable by Lessee to Lessor upon demand. Such policies shall be for a term of at least one year, or the length of the remaining term of this Lease, whichever is less. If either Party shall fail to procure and maintain the insurance required to be carried by it, the other Party may, but shall not be required to, procure and maintain the same.

8.6 Waiver of Subrogation. Without affecting any other rights or remedies, Lessee and Lessor each hereby release and relieve the other, and waive their entire right to recover damages against the other, for loss of or damage to its property arising out of or incident to the perils required to be insured against herein. The effect of such releases and waivers is not limited by the amount of insurance carried or required, or by any deductibles applicable hereto. The Parties agree to have their respective property damage insurance carriers waive any right to subrogation that such companies may have against Lessor or Lessee, as the case may be, so long as the insurance is not invalidated thereby.

8.7 Indemnity. Except for Lessor's gross negligence or willful misconduct, Lessee shall indemnify, protect, defend and hold harmless the Premises, Lessor and its agents, Lessor's master or ground lessor, partners and Lenders, from and against any and all claims, loss of rents and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities arising out of, involving, or in connection with, the use and/or occupancy of the Premises by Lessee. If any action or proceeding is brought against Lessor by reason of any of the foregoing matters, Lessee shall upon notice defend the same at Lessee's expense by counsel reasonably satisfactory to Lessor and Lessor shall cooperate with Lessee in such defense. Lessor need not have first paid any such claim in order to be defended or indemnified.

8.8 Exemption of Lessor and its Agents from Liability. Notwithstanding the negligence or breach of this Lease by Lessor or its agents, neither Lessor nor its agents shall be liable under any circumstances for: (i) injury or damage to the person or goods, wares, merchandise or other property of Lessee, Lessee's employees, contractors, invitees, customers, or any other person in or about the Premises, whether such damage or injury is caused by or results from fire, steam, electricity, gas, water or rain, indoor air quality, the presence of mold or from the breakage, leakage, obstruction or other defects of pipes, fire sprinklers, wires, appliances, plumbing, HVAC or lighting fixtures, or from any other cause, whether the said injury or damage results from conditions arising upon the Premises or upon other portions of the building of which the Premises are a part, or from other sources or places, (ii) any damages arising from any act or neglect of any other tenant of Lessor or from the failure of Lessor or its agents to enforce the provisions of any other lease in the Project, or (iii) injury to Lessee's business or for any loss of income or profit therefrom. Instead, it is intended that Lessee's sole recourse in the event of such damages or injury be to file a claim on the insurance policy(ies) that Lessee is required to maintain pursuant to the provisions of paragraph 8.

8.9 Failure to Provide Insurance. Lessee acknowledges that any failure on its part to obtain or maintain the insurance required herein will expose Lessor to risks and potentially cause Lessor to incur costs not contemplated by this Lease, the extent of which will be extremely difficult to ascertain. Accordingly, for any month or portion thereof that Lessee does not maintain the required insurance and/or does not provide Lessor with the required binders or certificates evidencing the existence of the required insurance, the Base Rent shall be automatically increased, without any requirement for notice to Lessee, by an amount equal to 10% of the then existing Base Rent or \$100, whichever is greater. The parties agree that such increase in Base Rent represents fair and reasonable compensation for the additional risk/costs that Lessor will incur by reason of Lessee's failure to maintain the required insurance. Such increase in Base Rent shall in no event constitute a waiver of Lessee's Default or Breach with respect to the failure to maintain such insurance, prevent the exercise of any of the other rights and remedies granted hereunder, nor relieve Lessee of its obligation to

maintain the insurance specified in this Lease.

9. Damage or Destruction.

9.1 Definitions.

(a) "Premises Partial Damage" shall mean damage or destruction to the improvements on the Premises, other than Lessee Owned Alterations and Utility Installations, which can reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total. Notwithstanding the foregoing, Premises Partial Damage shall not include damage to windows, doors, and/or other similar items which Lessee has the responsibility to repair or replace pursuant to the provisions of Paragraph 7.1.

(b) "Premises Total Destruction" shall mean damage or destruction to the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which cannot reasonably be repaired in 6 months or less from the date of the damage or destruction. Lessor shall notify Lessee in writing within 30 days from the date of the damage or destruction as to whether or not the damage is Partial or Total.

(c) "Insured Loss" shall mean damage or destruction to improvements on the Premises, other than Lessee Owned Alterations and Utility Installations and Trade Fixtures, which was caused by an event required to be covered by the insurance described in Paragraph 8.3(a), irrespective of any deductible amounts or coverage limits involved.

(d) "Replacement Cost" shall mean the cost to repair or rebuild the improvements owned by Lessor at the time of the occurrence to their condition existing immediately prior thereto, including demolition, debris removal and upgrading required by the operation of Applicable Requirements, and without deduction for depreciation.

(e) "Hazardous Substance Condition" shall mean the occurrence or discovery of a condition involving the presence of, or a contamination by, a Hazardous Substance, in, on, or under the Premises which requires remediation.

9.2 Partial Damage - Insured Loss. If a Premises Partial Damage that is an Insured Loss occurs, then Lessor shall, at Lessor's expense, repair such damage (but not Lessee's Trade Fixtures or Lessee Owned Alterations and Utility Installations) as soon as reasonably possible and this Lease shall continue in full force and effect; provided, however, that Lessee shall, at Lessor's election, make the repair of any damage or destruction the total cost to repair of which is \$10,000 or less, and, in such event, Lessor shall make any applicable insurance proceeds available to Lessee on a reasonable basis for that purpose. Notwithstanding the foregoing, if the required insurance was not in force or the insurance proceeds are not sufficient to effect such repair, the Insuring Party shall promptly contribute the shortage in proceeds (except as to the deductible which is Lessee's responsibility) as and when required to complete said repairs. In the event, however, such shortage was due to the fact that, by reason of the unique nature of the improvements, full replacement cost insurance coverage was not commercially reasonable and available, Lessor shall have no obligation to pay for the shortage in insurance proceeds or to fully restore the unique aspects of the Premises unless Lessee provides Lessor with the funds to cover same, or adequate assurance thereof, within 10 days following receipt of written notice of such shortage and request therefor. If Lessor receives said funds or adequate assurance thereof within said 10 day period, the party responsible for making the repairs shall complete them as soon as reasonably possible and this Lease shall remain in full force and effect. If such funds or assurance are not received, Lessor may nevertheless elect by written notice to Lessee within 10 days thereafter to: (i) make such restoration and repair as is commercially reasonable with Lessor paying any shortage in proceeds, in which case this Lease shall remain in full force and effect, or (ii) have this Lease terminate 30 days thereafter. Lessee shall not be entitled to reimbursement of any funds contributed by Lessee to repair any such damage or destruction. Premises Partial Damage due to flood or earthquake shall be subject to Paragraph 9.3, notwithstanding that there may be some insurance coverage, but the net proceeds of any such insurance shall be made available for the repairs if made by either Party.

9.3 Partial Damage - Uninsured Loss. If a Premises Partial Damage that is not an Insured Loss occurs, unless caused by a negligent or willful act of Lessee (in which event Lessee shall make the repairs at Lessee's expense), Lessor may either: (i) repair such damage as soon as reasonably possible at Lessor's expense, in which event this Lease shall continue in full force and effect, or (ii) terminate this Lease by giving written notice to Lessee within 30 days after receipt by Lessor of knowledge of the occurrence of such damage. Such termination shall be effective 60 days following the date of such notice. In the event Lessor elects to terminate this Lease, Lessee shall have the right within 10 days after receipt of the termination notice to give written notice to Lessor of Lessee's commitment to pay for the repair of such damage without reimbursement from Lessor. Lessee shall provide Lessor with said funds or satisfactory assurance thereof within 30 days after making such commitment. In such event this Lease shall continue in full force and effect, and Lessor shall proceed to make such repairs as soon as reasonably possible after the required funds are available. If Lessee does not make the required commitment, this Lease shall terminate as of the date specified in the termination notice.

9.4 Total Destruction. Notwithstanding any other provision hereof, if a Premises Total Destruction occurs, this Lease shall terminate 60 days following such Destruction. If the damage or destruction was caused by the gross negligence or willful misconduct of Lessee, Lessor shall have the right to recover Lessor's damages from Lessee, except as provided in Paragraph 8.6.

9.5 Damage Near End of Term. If at any time during the last 6 months of this Lease there is damage for which the cost to repair exceeds one month's Base Rent, whether or not an Insured Loss, Lessor may terminate this Lease effective 60 days following the date of occurrence of such damage by giving a written termination notice to Lessee within 30 days after the date of occurrence of such damage. Notwithstanding the foregoing, if Lessee at that time has an exercisable option to extend this Lease or to purchase the Premises, then Lessee may preserve this Lease by, (a) exercising such option and (b) providing Lessor with any shortage in insurance proceeds (or adequate assurance thereof) needed to make the repairs on or before the earlier of (i) the date which is 10 days after Lessee's receipt of Lessor's written notice purporting to terminate this Lease, or (ii) the day prior to the date upon which such option expires. If Lessee duly exercises such option during such period and provides Lessor with funds (or adequate assurance thereof) to cover any shortage in insurance proceeds, Lessor shall, at Lessor's commercially reasonable expense, repair such damage as soon as reasonably possible and this Lease shall continue in full force and effect. If Lessee fails to exercise such option and provide such funds or assurance during such period, then this Lease shall terminate on the date specified in the termination notice and Lessee's option shall be extinguished.

9.6 Abatement of Rent; Lessee's Remedies.

(a) **Abatement.** In the event of Premises Partial Damage or Premises Total Destruction or a Hazardous Substance Condition for which Lessee is not responsible under this Lease, the Rent payable by Lessee for the period required for the repair, remediation or restoration of such damage shall be abated in proportion to the degree to which Lessee's use of the Premises is impaired, but not to exceed the proceeds received from the Rental Value insurance. All other obligations of Lessee hereunder shall be performed by Lessee, and Lessor shall have no liability for any such damage, destruction, remediation, repair or restoration except as provided herein.

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(b) Remedies. If Lessor is obligated to repair or restore the Premises and does not commence, in a substantial and meaningful way, such repair or restoration within 90 days after such obligation shall accrue, Lessee may, at any time prior to the commencement of such repair or restoration, give written notice to Lessor and to any Lenders of which Lessee has actual notice, of Lessee's election to terminate this Lease on a date not less than 60 days following the giving of such notice. If Lessee gives such notice and such repair or restoration is not commenced within 30 days thereafter, this Lease shall terminate as of the date specified in said notice. If the repair or restoration is commenced within such 30 days, this Lease shall continue in full force and effect. "Commence" shall mean either the unconditional authorization of the preparation of the required plans, or the beginning of the actual work on the Premises, whichever first occurs.

9.7 Termination; Advance Payments. Upon termination of this Lease pursuant to Paragraph 6.2(g) or Paragraph 9, an equitable adjustment shall be made concerning advance Base Rent and any other advance payments made by Lessee to Lessor. Lessor shall, in addition, return to Lessee so much of Lessee's Security Deposit as has not been, or is not then required to be, used by Lessor.

10. Real Property Taxes.

10.1 Definition. As used herein, the term "Real Property Taxes" shall include any form of assessment; real estate, general, special, ordinary or extraordinary, or rental levy or tax (other than inheritance, personal income or estate taxes); improvement bond; and/or license fee imposed upon or levied against any legal or equitable interest of Lessor in the Premises or the Project; Lessor's right to other income therefrom, and/or Lessor's business of leasing, by any authority having the direct or indirect power to tax and where the funds are generated with reference to the Building address and where the proceeds so generated are to be applied by the city, county or other local taxing authority of a jurisdiction within which the Premises are located. Real Property Taxes shall also include any tax, fee, levy, assessment or charge, or any increase therein: (i) imposed by reason of events occurring during the term of this Lease, including but not limited to, a change in the ownership of the Premises, and (ii) levied or assessed on machinery or equipment provided by Lessor to Lessee pursuant to this Lease.

10.2 Payment of Taxes. In addition to Base Rent, Lessee shall pay to Lessor \$500.00 per month included in \$5,500.00 monthly rent payment, which shall satisfy the amount equal to the Real Property Tax installment, due at least 20 days prior to the applicable delinquency date. If any such installment shall cover any period of time prior to or after the expiration or termination of this Lease, Lessee's share of such installment shall be prorated. In the event Lessee incurs a late charge on any Rent payment, Lessor may estimate the current Real Property Taxes, and require that such taxes be paid in advance to Lessor by Lessee monthly in advance with the payment of the Base Rent. Such monthly payments shall be an amount equal to the amount of the estimated installment of taxes divided by the number of months remaining before the month in which said installment becomes delinquent. When the actual amount of the applicable tax bill is known, the amount of such equal monthly advance payments shall be adjusted as required to provide the funds needed to pay the applicable taxes. If the amount collected by Lessor is insufficient to pay such Real Property Taxes when due, Lessee shall pay Lessor, upon demand, such additional sum as is necessary. Advance payments may be intermingled with other moneys of Lessor and shall not bear interest. In the event of a Breach by Lessee in the performance of its obligations under this Lease, then any such advance payments may be treated by Lessor as an additional Security Deposit.

10.3 Joint Assessment. If the Premises are not separately assessed, Lessee's liability shall be an equitable proportion of the Real Property Taxes for all of the land and improvements included within the tax parcel assessed, such proportion to be conclusively determined by Lessor from the respective valuations assigned in the assessor's work sheets or such other information as may be reasonably available.

10.4 Personal Property Taxes. Lessee shall pay, prior to delinquency, all taxes assessed against and levied upon Lessee Owned Alterations, Utility Installations, Trade Fixtures, furnishings, equipment and all personal property of Lessee. When possible, Lessee shall cause its Lessee Owned Alterations and Utility Installations, Trade Fixtures, furnishings, equipment and all other personal property to be assessed and billed separately from the real property of Lessor. If any of Lessee's said property shall be assessed with Lessor's real property, Lessee shall pay Lessor the taxes attributable to Lessee's property within 10 days after receipt of a written statement setting forth the taxes applicable to Lessee's property.

11. Utilities and Services. Lessee shall pay for all water, gas, heat, light, power, telephone, trash disposal and other utilities and services supplied to the Premises, together with any taxes thereon. If any such services are not separately metered or billed to Lessee, Lessee shall pay a reasonable proportion, to be determined by Lessor, of all charges jointly metered or billed. There shall be no abatement of rent and Lessor shall not be liable in any respect whatsoever for the inadequacy, stoppage, interruption or discontinuance of any utility or service due to riot, strike, labor dispute, breakdown, accident, repair or other cause beyond Lessor's reasonable control or in cooperation with governmental request or directions.

12. Assignment and Subletting.

12.1 Lessor's Consent Required.

(a) Lessee shall not voluntarily or by operation of law assign, transfer, mortgage or encumber (collectively, "assign or assignment") or sublet all or any part of Lessee's interest in this Lease or in the Premises without Lessor's prior written consent.

(b) Unless Lessee is a corporation and its stock is publicly traded on a national stock exchange, a change in the control of Lessee shall constitute an assignment requiring consent. The transfer, on a cumulative basis, of 25% or more of the voting control of Lessee shall constitute a change in control for this purpose.

(c) The involvement of Lessee or its assets in any transaction, or series of transactions (by way of merger, sale, acquisition, financing, transfer, leveraged buy-out or otherwise), whether or not a formal assignment or hypothecation of this Lease or Lessee's assets occurs, which results or will result in a reduction of the Net Worth of Lessee by an amount greater than 25% of such Net Worth as it was represented at the time of the execution of this Lease or at the time of the most recent assignment to which Lessor has consented, or as it exists immediately prior to said transaction or transactions constituting such reduction, whichever was or is greater, shall be considered an assignment of this Lease to which Lessor may withhold its consent. "Net Worth of Lessee" shall mean the net worth of Lessee (excluding any guarantors) established under generally accepted accounting principles.

(d) An assignment or subletting without consent shall, at Lessor's option, be a Default curable after notice per Paragraph 13.1(c), or a noncurable Breach without the necessity of any notice and grace period. If Lessor elects to treat such unapproved assignment or subletting as a noncurable Breach, Lessor may either: (i) terminate this Lease, or (ii) upon 30 days written notice, increase the monthly Base Rent to 110% of the Base Rent then in effect. Further, in the event of such Breach and rental adjustment, (i) the purchase price of any option to purchase the Premises held by Lessee shall be subject to similar adjustment to 110% of the price previously in effect, and (ii) all fixed and non-fixed rental adjustments scheduled during the remainder of the Lease term shall be increased to 110% of the scheduled adjusted rent.

(e) Lessee's remedy for any breach of Paragraph 12.1 by Lessor shall be limited to compensatory damages and/or injunctive relief.

(f) Lessor may reasonably withhold consent to a proposed assignment or subletting if Lessee is in Default at the time consent is

requested.

(g) Notwithstanding the foregoing, allowing a de minimis portion of the Premises, ie. 20 square feet or less, to be used by a third party vendor in connection with the installation of a vending machine or payphone shall not constitute a subletting.

12.2 Terms and Conditions Applicable to Assignment and Subletting.

(a) Regardless of Lessor's consent, no assignment or subletting shall: (i) be effective without the express written assumption by such assignee or sublessee of the obligations of Lessee under this Lease, (ii) release Lessee of any obligations hereunder, or (iii) alter the primary liability of Lessee for the payment of Rent or for the performance of any other obligations to be performed by Lessee.

(b) Lessor may accept Rent or performance of Lessee's obligations from any person other than Lessee pending approval or disapproval of an assignment. Neither a delay in the approval or disapproval of such assignment nor the acceptance of Rent or performance shall constitute a waiver or estoppel of Lessor's right to exercise its remedies for Lessee's Default or Breach.

(c) Lessor's consent to any assignment or subletting shall not constitute a consent to any subsequent assignment or subletting.

(d) In the event of any Default or Breach by Lessee, Lessor may proceed directly against Lessee, any Guarantors or anyone else responsible for the performance of Lessee's obligations under this Lease, including any assignee or sublessee, without first exhausting Lessor's remedies against any other person or entity responsible therefor to Lessor, or any security held by Lessor.

(e) Each request for consent to an assignment or subletting shall be in writing, accompanied by information relevant to Lessor's determination as to the financial and operational responsibility and appropriateness of the proposed assignee or sublessee, including but not limited to the intended use and/or required modification of the Premises, if any, together with a fee of \$500 as consideration for Lessor's considering and processing said request. Lessee agrees to provide Lessor with such other or additional information and/or documentation as may be reasonably requested. (See also Paragraph 36)

(f) Any assignee of, or sublessee under, this Lease shall, by reason of accepting such assignment, entering into such sublease, or entering into possession of the Premises or any portion thereof, be deemed to have assumed and agreed to conform and comply with each and every term, covenant, condition and obligation herein to be observed or performed by Lessee during the term of said assignment or sublease, other than such obligations as are contrary to or inconsistent with provisions of an assignment or sublease to which Lessor has specifically consented to in writing.

(g) Lessor's consent to any assignment or subletting shall not transfer to the assignee or sublessee any Option granted to the original Lessee by this Lease unless such transfer is specifically consented to by Lessor in writing. (See Paragraph 39.2)

12.3 Additional Terms and Conditions Applicable to Subletting. The following terms and conditions shall apply to any subletting by Lessee of all or any part of the Premises and shall be deemed included in all subleases under this Lease whether or not expressly incorporated therein:

(a) Lessee hereby assigns and transfers to Lessor all of Lessee's interest in all Rent payable on any sublease, and Lessor may collect such Rent and apply same toward Lessee's obligations under this Lease; provided, however, that until a Breach shall occur in the performance of Lessee's obligations, Lessee may collect said Rent. In the event that the amount collected by Lessor exceeds Lessee's then outstanding obligations any such excess shall be refunded to Lessee. Lessor shall not, by reason of the foregoing or any assignment of such sublease, nor by reason of the collection of Rent, be deemed liable to the sublessee for any failure of Lessee to perform and comply with any of Lessee's obligations to such sublessee. Lessee hereby irrevocably authorizes and directs any such sublessee, upon receipt of a written notice from Lessor stating that a Breach exists in the performance of Lessee's obligations under this Lease, to pay to Lessor all Rent due and to become due under the sublease. Sublessee shall rely upon any such notice from Lessor and shall pay all Rents to Lessor without any obligation or right to inquire as to whether such Breach exists, notwithstanding any claim from Lessee to the contrary.

(b) In the event of a Breach by Lessee, Lessor may, at its option, require sublessee to attorn to Lessor, in which event Lessor shall undertake the obligations of the sublessor under such sublease from the time of the exercise of said option to the expiration of such sublease; provided, however, Lessor shall not be liable for any prepaid rents or security deposit paid by such sublessee to such sublessor or for any prior Defaults or Breaches of such sublessor.

(c) Any matter requiring the consent of the sublessor under a sublease shall also require the consent of Lessor.

(d) No sublessee shall further assign or sublet all or any part of the Premises without Lessor's prior written consent.

(e) Lessor shall deliver a copy of any notice of Default or Breach by Lessee to the sublessee, who shall have the right to cure the Default of Lessee within the grace period, if any, specified in such notice. The sublessee shall have a right of reimbursement and offset from and against Lessee for any such Defaults cured by the sublessee.

13. Default; Breach; Remedies.

13.1 Default; Breach. A "Default" is defined as a failure by the Lessee to comply with or perform any of the terms, covenants, conditions or Rules and Regulations under this Lease. A "Breach" is defined as the occurrence of one or more of the following Defaults, and the failure of Lessee to cure such Default within any applicable grace period:

(a) The abandonment of the Premises; or the vacating of the Premises without providing a commercially reasonable level of security, or where the coverage of the property insurance described in Paragraph 8.3 is jeopardized as a result thereof, or without providing reasonable assurances to minimize potential vandalism.

(b) The failure of Lessee to make any payment of Rent or any Security Deposit required to be made by Lessee hereunder, whether to Lessor or to a third party, when due, to provide reasonable evidence of insurance or surety bond, or to fulfill any obligation under this Lease which endangers or threatens life or property, where such failure continues for a period of 3 business days following written notice to Lessee. THE ACCEPTANCE BY LESSOR OF A PARTIAL PAYMENT OF RENT OR SECURITY DEPOSIT SHALL NOT CONSTITUTE A WAIVER OF ANY OF LESSOR'S RIGHTS, INCLUDING LESSOR'S RIGHT TO RECOVER POSSESSION OF THE PREMISES.

(c) The failure of Lessee to allow Lessor and/or its agents access to the Premises or the commission of waste, act or acts constituting public or private nuisance, and/or an illegal activity on the Premises by Lessee, where such actions continue for a period of 3 business days following written notice to Lessee.

(d) The failure by Lessee to provide (i) reasonable written evidence of compliance with Applicable Requirements, (ii) the service contracts, (iii) the rescission of an unauthorized assignment or subletting, (iv) an Estoppel Certificate or financial statements, (v) a requested subordination, (vi) evidence concerning any guaranty and/or Guarantor, (vii) any document requested under Paragraph 42, (viii) material safety data sheets (MSDS), or (ix) any other documentation or information which Lessor may reasonably require of Lessee under the terms of this Lease, where any such failure continues for a period of 10 days following written notice to Lessee.

(e) A Default by Lessee as to the terms, covenants, conditions or provisions of this Lease, or of the rules adopted under Paragraph 40 hereof, other than those described in subparagraphs 13.1(a), (b), (c) or (d), above, where such Default continues for a period of 30 days after written notice; provided, however, that if the nature of Lessee's Default is such that more than 30 days are reasonably required for its cure, then it shall not be deemed to be a Breach if Lessee commences such cure within said 30 day period and thereafter diligently prosecutes such cure to completion.

(f) The occurrence of any of the following events: (i) the making of any general arrangement or assignment for the benefit of creditors; (ii) becoming a "debtor" as defined in 11 U.S.C. §101 or any successor statute thereto (unless, in the case of a petition filed against Lessee, the same is dismissed within 60 days); (iii) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where possession is not restored to Lessee within 30 days; or (iv) the attachment, execution or other judicial seizure of substantially all of Lessee's assets located at the Premises or of Lessee's interest in this Lease, where such seizure is not discharged within 30 days; provided, however, in the event that any provision of this subparagraph is contrary to any applicable law, such provision shall be of no force or effect, and not affect the validity of the remaining provisions.

(g) The discovery that any financial statement of Lessee or of any Guarantor given to Lessor was materially false.

(h) If the performance of Lessee's obligations under this Lease is guaranteed: (i) the death of a Guarantor, (ii) the termination of a Guarantor's liability with respect to this Lease other than in accordance with the terms of such guaranty, (iii) a Guarantor's becoming insolvent or the subject of a bankruptcy filing, (iv) a Guarantor's refusal to honor the guaranty, or (v) a Guarantor's breach of its guaranty obligation on an anticipatory basis, and Lessee's failure, within 60 days following written notice of any such event, to provide written alternative assurance or security, which, when coupled with the then existing resources of Lessee, equals or exceeds the combined financial resources of Lessee and the Guarantors that existed at the time of execution of this Lease.

13.2 Remedies. If Lessee fails to perform any of its affirmative duties or obligations, within 10 days after written notice (or in case of an emergency, without notice), Lessor may, at its option, perform such duty or obligation on Lessee's behalf, including but not limited to the obtaining of reasonably required bonds, insurance policies, or governmental licenses, permits or approvals. Lessee shall pay to Lessor an amount equal to 115% of the costs and expenses incurred by Lessor in such performance upon receipt of an invoice therefor. In the event of a Breach, Lessor may, with or without further notice or demand, and without limiting Lessor in the exercise of any right or remedy which Lessor may have by reason of such Breach:

(a) Terminate Lessee's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Lessee shall immediately surrender possession to Lessor. In such event Lessor shall be entitled to recover from Lessee: (i) the unpaid Rent which had been earned at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid rent which would have been earned after termination until the time of award exceeds the amount of such rental loss that the Lessee proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of such rental loss that the Lessee proves could be reasonably avoided; and (iv) any other amount necessary to compensate Lessor for all the detriment proximately caused by the Lessee's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including but not limited to the cost of recovering possession of the Premises, expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorneys' fees, and that portion of any leasing commission paid by Lessor in connection with this Lease applicable to the unexpired term of this Lease. The worth at the time of award of the amount referred to in provision (iii) of the immediately preceding sentence shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of the District within which the Premises are located at the time of award plus one percent. Efforts by Lessor to mitigate damages caused by Lessee's Breach of this Lease shall not waive Lessor's right to recover damages under Paragraph 12. If termination of this Lease is obtained through the provisional remedy of unlawful detainer, Lessor shall have the right to recover in such proceeding any unpaid Rent and damages as are recoverable therein, or Lessor may reserve the right to recover all or any part thereof in a separate suit. If a notice and grace period required under Paragraph 13.1 was not previously given, a notice to pay rent or quit, or to perform or quit given to Lessee under the unlawful detainer statute shall also constitute the notice required by Paragraph 13.1. In such case, the applicable grace period required by Paragraph 13.1 and the unlawful detainer statute shall run concurrently, and the failure of Lessee to cure the Default within the greater of the two such grace periods shall constitute both an unlawful detainer and a Breach of this Lease entitling Lessor to the remedies provided for in this Lease and/or by said statute.

(b) Continue the Lease and Lessee's right to possession and recover the Rent as it becomes due, in which event Lessee may sublet or assign, subject only to reasonable limitations. Acts of maintenance, efforts to relet, and/or the appointment of a receiver to protect the Lessor's interests, shall not constitute a termination of the Lessee's right to possession.

(c) Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state wherein the Premises are located. The expiration or termination of this Lease and/or the termination of Lessee's right to possession shall not relieve Lessee from liability under any indemnity provisions of this Lease as to matters occurring or accruing during the term hereof or by reason of Lessee's occupancy of the Premises.

13.3 Inducement Recapture. Any agreement for free or abated rent or other charges, or for the giving or paying by Lessor to or for Lessee of any cash or other bonus, inducement or consideration for Lessee's entering into this Lease, all of which concessions are hereinafter referred to as "Inducement Provisions," shall be deemed conditioned upon Lessee's full and faithful performance of all of the terms, covenants and conditions of this Lease. Upon Breach of this Lease by Lessee, any such Inducement Provision shall automatically be deemed deleted from this Lease and of no further force or effect, and any rent, other charge, bonus, inducement or consideration theretofore abated, given or paid by Lessor under such an inducement Provision shall be immediately due and payable by Lessee to Lessor, notwithstanding any subsequent cure of said Breach by Lessee. The acceptance by Lessor of rent or the cure of the Breach which initiated the operation of this paragraph shall not be deemed a waiver by Lessor of the provisions of this paragraph unless specifically so stated in writing by Lessor at the time of such acceptance.

13.4 Late Charges. Lessee hereby acknowledges that late payment by Lessee of Rent will cause Lessor to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, and late charges which may be imposed upon Lessor by any Lender. Accordingly, if any Rent shall not be received by Lessor within 5 days after such amount shall be due, then, without any requirement for notice to Lessee, Lessee shall immediately pay to Lessor a one-time late charge equal to 10% of each such overdue amount or \$100, whichever is greater. The Parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Lessor will incur by reason of such late payment. Acceptance of such late charge by Lessor shall in no event constitute a waiver of Lessee's Default or Breach with respect to such overdue amount, nor prevent the exercise of any of the other rights and remedies granted hereunder. In the event that a late charge is payable hereunder, whether or not collected, for 3 consecutive installments of Base Rent, then notwithstanding any provision of this Lease to the contrary, Base Rent shall, at Lessor's option, become due and payable quarterly in advance.

13.5 **Interest.** Any monetary payment due Lessor hereunder, other than late charges, not received by Lessor, when due as to scheduled payments (such as Base Rent) or within 30 days following the date on which it was due for non-scheduled payment, shall bear interest from the date when due, as to scheduled payments, or the 31st day after it was due as to non-scheduled payments. The interest ("Interest") charged shall be computed at the rate of 10% per annum but shall not exceed the maximum rate allowed by law. Interest is payable in addition to the potential late charge provided for in Paragraph 13.4.

13.6 **Breach by Lessor.**

(a) **Notice of Breach.** Lessor shall not be deemed in breach of this Lease unless Lessor fails within a reasonable time to perform an obligation required to be performed by Lessor. For purposes of this Paragraph, a reasonable time shall in no event be less than 30 days after receipt by Lessor, and any Lender whose name and address shall have been furnished Lessee in writing for such purpose, of written notice specifying wherein such obligation of Lessor has not been performed; provided, however, that if the nature of Lessor's obligation is such that more than 30 days are reasonably required for its performance, then Lessor shall not be in breach if performance is commenced within such 30 day period and thereafter diligently pursued to completion.

(b) **Performance by Lessee on Behalf of Lessor.** In the event that neither Lessor nor Lender cures said breach within 30 days after receipt of said notice, or if having commenced said cure they do not diligently pursue it to completion, then Lessee may elect to cure said breach at Lessee's expense and offset from Rent the actual and reasonable cost to perform such cure, provided, however, that such offset shall not exceed an amount equal to the greater of one month's Base Rent or the Security Deposit, reserving Lessee's right to seek reimbursement from Lessor for any such expense in excess of such offset. Lessee shall document the cost of said cure and supply said documentation to Lessor.

14. **Condemnation.** If the Premises or any portion thereof are taken under the power of eminent domain or sold under the threat of the exercise of said power (collectively "Condemnation"), this Lease shall terminate as to the part taken as of the date the condemning authority takes title or possession, whichever first occurs. If more than 10% of the Building, or more than 25% of that portion of the Premises not occupied by any building, is taken by Condemnation, Lessee may, at Lessee's option, to be exercised in writing within 10 days after Lessor shall have given Lessee written notice of such taking (or in the absence of such notice, within 10 days after the condemning authority shall have taken possession) terminate this Lease as of the date the condemning authority takes such possession. If Lessee does not terminate this Lease in accordance with the foregoing, this Lease shall remain in full force and effect as to the portion of the Premises remaining, except that the Base Rent shall be reduced in proportion to the reduction in utility of the Premises caused by such Condemnation. Condemnation awards and/or payments shall be the property of Lessor, whether such award shall be made as compensation for diminution in value of the leasehold, the value of the part taken, or for severance damages; provided, however, that Lessee shall be entitled to any compensation paid by the condemnor for Lessee's relocation expenses, loss of business goodwill and/or Trade Fixtures, without regard to whether or not this Lease is terminated pursuant to the provisions of this Paragraph. All Alterations and Utility Installations made to the Premises by Lessee, for purposes of Condemnation only, shall be considered the property of the Lessee and Lessee shall be entitled to any and all compensation which is payable therefor. In the event that this Lease is not terminated by reason of the Condemnation, Lessor shall repair any damage to the Premises caused by such Condemnation.

15. **Brokerage Fees.**

15.1 **Additional Commission.** If a separate brokerage fee agreement is attached then in addition to the payments owed pursuant to Paragraph 1.9 above, and unless Lessor and the Brokers otherwise agree in writing, Lessor agrees that: (a) if Lessee exercises any Option, (b) if Lessee or anyone affiliated with Lessee acquires any rights to the Premises or other premises owned by Lessor and located within the same Project, if any, within which the Premises is located, (c) if Lessee remains in possession of the Premises, with the consent of Lessor, after the expiration of this Lease, or (d) if Base Rent is increased, whether by agreement or operation of an escalation clause herein, then, Lessor shall pay Brokers a fee in accordance with the schedule attached to such brokerage fee agreement.

15.2 **Assumption of Obligations.** Any buyer or transferee of Lessor's interest in this Lease shall be deemed to have assumed Lessor's obligation hereunder. Brokers shall be third party beneficiaries of the provisions of Paragraphs 1.9, 15, 22 and 31. If Lessor fails to pay to Brokers any amounts due as and for brokerage fees pertaining to this Lease when due, then such amounts shall accrue interest. In addition, if Lessor fails to pay any amounts to Lessee's Broker when due, Lessee's Broker may send written notice to Lessor and Lessee of such failure and if Lessor fails to pay such amounts within 10 days after said notice, Lessee shall pay said monies to its Broker and offset such amounts against Rent. In addition, Lessee's Broker shall be deemed to be a third party beneficiary of any commission agreement entered into by and/or between Lessor and Lessor's Broker for the limited purpose of collecting any brokerage fee owed.

15.3 **Representations and Indemnities of Broker Relationships.** Lessee and Lessor each represent and warrant to the other that it has had no dealings with any person, firm, broker or finder (other than the Brokers, if any) in connection with this Lease, and that no one other than said named Brokers is entitled to any commission or finder's fee in connection herewith. Lessee and Lessor do each hereby agree to indemnify, protect, defend and hold the other harmless from and against liability for compensation or charges which may be claimed by any such unnamed broker, finder or other similar party by reason of any dealings or actions of the indemnifying Party, including any costs, expenses, attorneys' fees reasonably incurred with respect thereto.

16. **Estoppel Certificates.**

(a) Each Party (as "Responding Party") shall within 10 days after written notice from the other Party (the "Requesting Party") execute, acknowledge and deliver to the Requesting Party a statement in writing in form similar to the then most current "Estoppel Certificate" form published by the AIR Commercial Real Estate Association, plus such additional information, confirmation and/or statements as may be reasonably requested by the Requesting Party.

(b) If the Responding Party shall fail to execute or deliver the Estoppel Certificate within such 10 day period, the Requesting Party may execute an Estoppel Certificate stating that: (i) the Lease is in full force and effect without modification except as may be represented by the Requesting Party, (ii) there are no uncured defaults in the Requesting Party's performance, and (iii) if Lessor is the Requesting Party, not more than one month's rent has been paid in advance. Prospective purchasers and encumbrancers may rely upon the Requesting Party's Estoppel Certificate, and the Responding Party shall be estopped from denying the truth of the facts contained in said Certificate.

(c) If Lessor desires to finance, refinance, or sell the Premises, or any part thereof, Lessee and all Guarantors shall within 10 days after written notice from Lessor deliver to any potential lender or purchaser designated by Lessor such financial statements as may be reasonably required by such lender or purchaser, including but not limited to Lessee's financial statements for the past 3 years. All such financial statements shall be received by Lessor and such lender or purchaser in confidence and shall be used only for the purposes herein set forth.

17. **Definition of Lessor.** The term "Lessor" as used herein shall mean the owner or owners at the time in question of the fee title to the Premises, or, if this is a sublease, of the Lessee's interest in the prior lease. In the event of a transfer of Lessor's title or interest in the Premises or this Lease, Lessor shall deliver to the transferee or assignee (in cash or by credit) any unused Security Deposit held by Lessor. Upon such transfer or assignment and delivery of the Security Deposit, as aforesaid, the prior Lessor shall be relieved of all liability with respect to the obligations and/or covenants under this Lease thereafter to be performed by the Lessor. Subject to the foregoing, the obligations and/or covenants in this Lease to be performed by the Lessor shall be binding only upon the Lessor as hereinabove defined.

18. **Severability.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. **Days.** Unless otherwise specifically indicated to the contrary, the word "days" as used in this Lease shall mean and refer to calendar days.

20. **Limitation on Liability.** The obligations of Lessor under this Lease shall not constitute personal obligations of Lessor or its partners, members, directors, officers or shareholders, and Lessee shall look to the Premises, and to no other assets of Lessor, for the satisfaction of any liability of Lessor with respect to this Lease, and shall not seek recourse against Lessor's partners, members, directors, officers or shareholders, or any of their personal assets for such satisfaction.

21. **Time of Essence.** Time is of the essence with respect to the performance of all obligations to be performed or observed by the Parties under this Lease.

22. **No Prior or Other Agreements; Broker Disclaimer.** This Lease contains all agreements between the Parties with respect to any matter mentioned herein, and no other prior or contemporaneous agreement or understanding shall be effective. Lessor and Lessee each represents and warrants to the Brokers that it has made, and is relying solely upon, its own investigation as to the nature, quality, character and financial responsibility of the other Party to this Lease and as to the use, nature, quality and character of the Premises. Brokers have no responsibility with respect thereto or with respect to any default or breach hereof by either Party.

23. **Notices.**

23.1 **Notice Requirements.** All notices required or permitted by this Lease or applicable law shall be in writing and may be delivered in person (by hand or by courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Paragraph 23. The addresses noted adjacent to a Party's signature on this Lease shall be that Party's address for delivery or mailing of notices. Either Party may by written notice to the other specify a different address for notice, except that upon Lessee's taking possession of the Premises, the Premises shall constitute Lessee's address for notice. A copy of all notices to Lessor shall be concurrently transmitted to such party or parties at such addresses as Lessor may from time to time hereafter designate in writing.

23.2 **Date of Notice.** Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantees next day delivery shall be deemed given 24 hours after delivery of the same to the Postal Service or courier. Notices transmitted by facsimile transmission or similar means shall be deemed delivered upon telephone confirmation of receipt (confirmation report from fax machine is sufficient), provided a copy is also delivered via delivery or mail. If notice is received on a Saturday, Sunday or legal holiday, it shall be deemed received on the next business day.

24. **Waivers.**

(a) No waiver by Lessor of the Default or Breach of any term, covenant or condition hereof by Lessee, shall be deemed a waiver of any other term, covenant or condition hereof, or of any subsequent Default or Breach by Lessee of the same or of any other term, covenant or condition hereof. Lessor's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Lessor's consent to, or approval of, any subsequent or similar act by Lessee, or be construed as the basis of an estoppel to enforce the provision or provisions of this Lease requiring such consent.

(b) The acceptance of Rent by Lessor shall not be a waiver of any Default or Breach by Lessee. Any payment by Lessee may be accepted by Lessor on account of moneys or damages due Lessor, notwithstanding any qualifying statements or conditions made by Lessee in connection therewith, which such statements and/or conditions shall be of no force or effect whatsoever unless specifically agreed to in writing by Lessor at or before the time of deposit of such payment.

(c) THE PARTIES AGREE THAT THE TERMS OF THIS LEASE SHALL GOVERN WITH REGARD TO ALL MATTERS RELATED THERETO AND HEREBY WAIVE THE PROVISIONS OF ANY PRESENT OR FUTURE STATUTE TO THE EXTENT THAT SUCH STATUTE IS INCONSISTENT WITH THIS LEASE.

25. **Disclosures Regarding The Nature of a Real Estate Agency Relationship.**

(a) When entering into a discussion with a real estate agent regarding a real estate transaction, a Lessor or Lessee should from the outset understand what type of agency relationship or representation it has with the agent or agents in the transaction. Lessor and Lessee acknowledge being advised by the Brokers in this transaction, as follows:

(i) **Lessor's Agent.** A Lessor's agent under a listing agreement with the Lessor acts as the agent for the Lessor only. A Lessor's agent or subagent has the following affirmative obligations: **To the Lessor:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessor. **To the Lessee and the Lessor:** a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(ii) **Lessee's Agent.** An agent can agree to act as agent for the Lessee only. In these situations, the agent is not the Lessor's agent, even if by agreement the agent may receive compensation for services rendered, either in full or in part from the Lessor. An agent acting only for a Lessee has the following affirmative obligations. **To the Lessee:** A fiduciary duty of utmost care, integrity, honesty, and loyalty in dealings with the Lessee. **To the Lessee and the Lessor:** a. Diligent exercise of reasonable skills and care in performance of the agent's duties. b. A duty of honest and fair dealing and good faith. c. A duty to disclose all facts known to the agent materially affecting the value or desirability of the property that are not known to, or within the diligent attention and observation of, the Parties. An agent is not obligated to reveal to either Party any confidential information obtained from the other Party which does not involve the affirmative duties set forth above.

(iii) Agent Representing Both Lessor and Lessee. A real estate agent, either acting directly or through one or more associate licenses, can legally be the agent of both the Lessor and the Lessee in a transaction, but only with the knowledge and consent of both the Lessor and the Lessee. In a dual agency situation, the agent has the following affirmative obligations to both the Lessor and the Lessee: a. A fiduciary duty of utmost care, integrity, honesty and loyalty in the dealings with either Lessor or the Lessee. b. Other duties to the Lessor and the Lessee as stated above in subparagraphs (i) or (ii). In representing both Lessor and Lessee, the agent may not without the express permission of the respective Party, disclose to the other Party that the Lessor will accept rent in an amount less than that indicated in the listing or that the Lessee is willing to pay a higher rent than that offered. The above duties of the agent in a real estate transaction do not relieve a Lessor or Lessee from the responsibility to protect their own interests. Lessor and Lessee should carefully read all agreements to assure that they adequately express their understanding of the transaction. A real estate agent is a person qualified to advise about real estate. If legal or tax advice is desired, consult a competent professional.

(b) Brokers have no responsibility with respect to any default or breach hereof by either Party. The Parties agree that no lawsuit or other legal proceeding involving any breach of duty, error or omission relating to this Lease may be brought against Broker more than one year after the Start Date and that the liability (including court costs and attorneys' fees), of any Broker with respect to any such lawsuit and/or legal proceeding shall not exceed the fee received by such Broker pursuant to this Lease; provided, however, that the foregoing limitation on each Broker's liability shall not be applicable to any gross negligence or willful misconduct of such Broker.

(c) Lessor and Lessee agree to identify to Brokers as "Confidential" any communication or information given Brokers that is considered by such Party to be confidential.

26. **No Right To Holdover.** Lessee has no right to retain possession of the Premises or any part thereof beyond the expiration or termination of this Lease. In the event that Lessee holds over, then the Base Rent shall be increased to 150% of the Base Rent applicable immediately preceding the expiration or termination. Nothing contained herein shall be construed as consent by Lessor to any holding over by Lessee.

27. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

28. **Covenants and Conditions; Construction of Agreement.** All provisions of this Lease to be observed or performed by Lessee are both covenants and conditions. In construing this Lease, all headings and titles are for the convenience of the Parties only and shall not be considered a part of this Lease. Whenever required by the context, the singular shall include the plural and vice versa. This Lease shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if both Parties had prepared it.

29. **Binding Effect; Choice of Law.** This Lease shall be binding upon the Parties, their personal representatives, successors and assigns and be governed by the laws of the State in which the Premises are located. Any litigation between the Parties hereto concerning this Lease shall be initiated in the county in which the Premises are located.

30. **Subordination; Attornment; Non-Disturbance.**

30.1 **Subordination.** This Lease and any Option granted hereby shall be subject and subordinate to any ground lease, mortgage, deed of trust, or other hypothecation or security device (collectively, "Security Device"), now or hereafter placed upon the Premises, to any and all advances made on the security thereof, and to all renewals, modifications, and extensions thereof. Lessee agrees that the holders of any such Security Devices (in this Lease together referred to as "Lender") shall have no liability or obligation to perform any of the obligations of Lessor under this Lease. Any Lender may elect to have this Lease and/or any Option granted hereby superior to the lien of its Security Device by giving written notice thereof to Lessee, whereupon this Lease and such Options shall be deemed prior to such Security Device, notwithstanding the relative dates of the documentation or recordation thereof.

30.2 **Attornment.** In the event that Lessor transfers title to the Premises, or the Premises are acquired by another upon the foreclosure or termination of a Security Device to which this Lease is subordinated (i) Lessee shall, subject to the non-disturbance provisions of Paragraph 30.3, attorn to such new owner, and upon request, enter into a new lease, containing all of the terms and provisions of this Lease, with such new owner for the remainder of the term hereof, or, at the election of the new owner, this Lease will automatically become a new lease between Lessee and such new owner, and (ii) Lessor shall thereafter be relieved of any further obligations hereunder and such new owner shall assume all of Lessor's obligations, except that such new owner shall not: (a) be liable for any act or omission of any prior lessor or with respect to events occurring prior to acquisition of ownership; (b) be subject to any offsets or defenses which Lessee might have against any prior lessor, (c) be bound by prepayment of more than one month's rent, or (d) be liable for the return of any security deposit paid to any prior lessor which was not paid or credited to such new owner.

30.3 **Non-Disturbance.** With respect to Security Devices entered into by Lessor after the execution of this Lease, Lessee's subordination of this Lease shall be subject to receiving a commercially reasonable non-disturbance agreement (a "Non-Disturbance Agreement") from the Lender which Non-Disturbance Agreement provides that Lessee's possession of the Premises, and this Lease, including any options to extend the term hereof, will not be disturbed so long as Lessee is not in Breach hereof and attorns to the record owner of the Premises. Further, within 60 days after the execution of this Lease, Lessor shall, if requested by Lessee, use its commercially reasonable efforts to obtain a Non-Disturbance Agreement from the holder of any pre-existing Security Device which is secured by the Premises. In the event that Lessor is unable to provide the Non-Disturbance Agreement within said 60 days, then Lessee may, at Lessee's option, directly contact Lender and attempt to negotiate for the execution and delivery of a Non-Disturbance Agreement.

30.4 **Self-Executing.** The agreements contained in this Paragraph 30 shall be effective without the execution of any further documents; provided, however, that, upon written request from Lessor or a Lender in connection with a sale, financing or refinancing of the Premises, Lessee and Lessor shall execute such further writings as may be reasonably required to separately document any subordination, attornment and/or Non-Disturbance Agreement provided for herein.

31. **Attorneys' Fees.** If any Party or Broker brings an action or proceeding involving the Premises whether founded in tort, contract or equity, or to declare rights hereunder, the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, shall be entitled to reasonable attorneys' fees. Such fees may be awarded in the same suit or recovered in a separate suit, whether or not such action or proceeding is pursued to decision or judgment. The term, "Prevailing Party" shall include, without limitation, a Party or Broker who substantially obtains or defeats the relief sought, as the case may be, whether by compromise, settlement, judgment, or the abandonment by the other Party or Broker of its claim or defense. The attorneys' fees award shall not be computed in accordance with any court fee schedule, but shall be such as to fully reimburse all attorneys' fees reasonably incurred. In addition, Lessor shall be entitled to attorneys' fees, costs and expenses incurred in the preparation and service of notices of Default and consultations in connection therewith, whether or not a legal action is subsequently commenced in connection with such Default or resulting Breach (\$200 is a reasonable minimum per occurrence for such services and consultation).

32. **Lessor's Access; Showing Premises; Repairs.** Lessor and Lessor's agents shall have the right to enter the Premises at any time, in the

case of an emergency, and otherwise at reasonable times after reasonable prior notice for the purpose of showing the same to prospective purchasers, lenders, or tenants, and making such alterations, repairs, improvements or additions to the Premises as Lessor may deem necessary or desirable and the erecting, using and maintaining of utilities, services, pipes and conduits through the Premises and/or other premises as long as there is no material adverse effect to Lessee's use of the Premises. All such activities shall be without abatement of rent or liability to Lessee.

33. **Auctions.** Lessee shall not conduct, nor permit to be conducted, any auction upon the Premises without Lessor's prior written consent. Lessor shall not be obligated to exercise any standard of reasonableness in determining whether to permit an auction.

34. **Signs.** Lessor may place on the Premises ordinary "For Sale" signs at any time and ordinary "For Lease" signs during the last 6 months of the term hereof. Except for ordinary "for sublease" signs, Lessee shall not place any sign upon the Premises without Lessor's prior written consent. All signs must comply with all Applicable Requirements.

35. **Termination; Merger.** Unless specifically stated otherwise in writing by Lessor, the voluntary or other surrender of this Lease by Lessee, the mutual termination or cancellation hereof, or a termination hereof by Lessor for Breach by Lessee, shall automatically terminate any sublease or lesser estate in the Premises; provided, however, that Lessor may elect to continue any one or all existing subtenancies. Lessor's failure within 10 days following any such event to elect to the contrary by written notice to the holder of any such lesser interest, shall constitute Lessor's election to have such event constitute the termination of such interest.

36. **Consents.** Except as otherwise provided herein, wherever in this Lease the consent of a Party is required to an act by or for the other Party, such consent shall not be unreasonably withheld or delayed. Lessor's actual reasonable costs and expenses (including but not limited to architects', attorneys', engineers' and other consultants' fees) incurred in the consideration of, or response to, a request by Lessee for any Lessor consent, including but not limited to consents to an assignment, a subletting or the presence or use of a Hazardous Substance, shall be paid by Lessee upon receipt of an invoice and supporting documentation therefor. Lessor's consent to any act, assignment or subletting shall not constitute an acknowledgment that no Default or Breach by Lessee of this Lease exists, nor shall such consent be deemed a waiver of any then existing Default or Breach, except as may be otherwise specifically stated in writing by Lessor at the time of such consent. The failure to specify herein any particular condition to Lessor's consent shall not preclude the imposition by Lessor at the time of consent of such further or other conditions as are then reasonable with reference to the particular matter for which consent is being given. In the event that either Party disagrees with any determination made by the other hereunder and reasonably requests the reasons for such determination, the determining party shall furnish its reasons in writing and in reasonable detail within 10 business days following such request.

37. **Guarantor.**

37.1 **Execution.** The Guarantors, if any, shall each execute a guaranty in the form most recently published by the AIR Commercial Real Estate Association, and each such Guarantor shall have the same obligations as Lessee under this Lease.

37.2 **Default.** It shall constitute a Default of the Lessee if any Guarantor fails or refuses, upon request to provide: (a) evidence of the execution of the guaranty, including the authority of the party signing on Guarantor's behalf to obligate Guarantor, and in the case of a corporate Guarantor, a certified copy of a resolution of its board of directors authorizing the making of such guaranty, (b) current financial statements, (c) an Estoppel Certificate, or (d) written confirmation that the guaranty is still in effect.

38. **Quiet Possession.** Subject to payment by Lessee of the Rent and performance of all of the covenants, conditions and provisions on Lessee's part to be observed and performed under this Lease, Lessee shall have quiet possession and quiet enjoyment of the Premises during the term hereof.

39. **Options.** If Lessee is granted an Option, as defined below, then the following provisions shall apply:

39.1 **Definition.** "Option" shall mean: (a) the right to extend or reduce the term of or renew this Lease or to extend or reduce the term of or renew any lease that Lessee has on other property of Lessor; (b) the right of first refusal or first offer to lease either the Premises or other property of Lessor; (c) the right to purchase, the right of first offer to purchase or the right of first refusal to purchase the Premises or other property of Lessor.

39.2 **Options Personal To Original Lessee.** Any Option granted to Lessee in this Lease is personal to the original Lessee, and cannot be assigned or exercised by anyone other than said original Lessee and only while the original Lessee is in full possession of the Premises and, if requested by Lessor, with Lessee certifying that Lessee has no intention of thereafter assigning or subletting.

39.3 **Multiple Options.** In the event that Lessee has any multiple Options to extend or renew this Lease, a later Option cannot be exercised unless the prior Options have been validly exercised.

39.4 **Effect of Default on Options.**

(a) Lessee shall have no right to exercise an Option: (i) during the period commencing with the giving of any notice of Default and continuing until said Default is cured, (ii) during the period of time any Rent is unpaid (without regard to whether notice thereof is given Lessee), (iii) during the time Lessee is in Breach of this Lease, or (iv) in the event that Lessee has been given 3 or more notices of separate Default, whether or not the Defaults are cured, during the 12 month period immediately preceding the exercise of the Option.

(b) The period of time within which an Option may be exercised shall not be extended or enlarged by reason of Lessee's inability to exercise an Option because of the provisions of Paragraph 39.4(a).

(c) An Option shall terminate and be of no further force or effect, notwithstanding Lessee's due and timely exercise of the Option, if, after such exercise and prior to the commencement of the extended term or completion of the purchase, (i) Lessee fails to pay Rent for a period of 30 days after such Rent becomes due (without any necessity of Lessor to give notice thereof), or (ii) if Lessee commits a Breach of this Lease.

40. **Multiple Buildings.** If the Premises are a part of a group of buildings controlled by Lessor, Lessee agrees that it will abide by and conform to all reasonable rules and regulations which Lessor may make from time to time for the management, safety, and care of said properties, including the care and cleanliness of the grounds and including the parking, loading and unloading of vehicles, and to cause its employees, suppliers, shippers, customers, contractors and invitees to so abide and conform. Lessee also agrees to pay its fair share of common expenses incurred in connection with such rules and regulations.

41. **Security Measures.** Lessee hereby acknowledges that the Rent payable to Lessor hereunder does not include the cost of guard service or other security measures, and that Lessor shall have no obligation whatsoever to provide same. Lessee assumes all responsibility for the protection of the Premises, Lessee, its agents and invitees and their property from the acts of third parties.

42. **Reservations.** Lessor reserves to itself the right, from time to time, to grant, without the consent or joinder of Lessee, such easements, rights and dedications that Lessor deems necessary, and to cause the recordation of parcel maps and restrictions, so long as such easements, rights, dedications, maps and restrictions do not unreasonably interfere with the use of the Premises by Lessee. Lessee agrees to sign any documents

reasonably requested by Lessor to effectuate any such easement rights, dedication, map or restrictions:

43. **Performance Under Protest.** If at any time a dispute shall arise as to any amount or sum of money to be paid by one Party to the other under the provisions hereof, the Party against whom the obligation to pay the money is asserted shall have the right to make payment "under protest" and such payment shall not be regarded as a voluntary payment and there shall survive the right on the part of said Party to institute suit for recovery of such sum. If it shall be adjudged that there was no legal obligation on the part of said Party to pay such sum or any part thereof, said Party shall be entitled to recover such sum or so much thereof as it was not legally required to pay. A Party who does not initiate suit for the recovery of sums paid "under protest" within 6 months shall be deemed to have waived its right to protest such payment.

44. **Authority; Multiple Parties; Execution.**

(a) If either Party hereto is a corporation, trust, limited liability company, partnership, or similar entity, each individual executing this Lease on behalf of such entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on its behalf. Each Party shall, within 30 days after request, deliver to the other Party satisfactory evidence of such authority.

(b) If this Lease is executed by more than one person or entity as "Lessee", each such person or entity shall be jointly and severally liable hereunder. It is agreed that any one of the named Lessees shall be empowered to execute any amendment to this Lease, or other document ancillary thereto and bind all of the named Lessees, and Lessor may rely on the same as if all of the named Lessees had executed such document.

(c) This Lease may be executed by the Parties in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

45. **Conflict.** Any conflict between the printed provisions of this Lease and typewritten or handwritten provisions shall be controlled by the typewritten or handwritten provisions.

46. **Offer.** Preparation of this Lease by either Party or their agent and submission of same to the other Party shall not be deemed an offer to lease to the other Party. This Lease is not intended to be binding until executed and delivered by all Parties hereto.

47. **Amendments.** This Lease may be modified only in writing, signed by the Parties in interest at the time of the modification. As long as they do not materially change Lessee's obligations hereunder, Lessee agrees to make such reasonable non-monetary modifications to this Lease as may be reasonably required by a Lender in connection with the obtaining of normal financing or refinancing of the Premises.

48. **Waiver of Jury Trial.** THE PARTIES HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING INVOLVING THE PROPERTY OR ARISING OUT OF THIS AGREEMENT.

49. **Arbitration of Disputes.** An Addendum requiring the Arbitration of all disputes between the Parties and/or Brokers arising out of this Lease is is not attached to this Lease.

50. **Americans with Disabilities Act.** Since compliance with the Americans with Disabilities Act (ADA) is dependent upon Lessee's specific use of the Premises, Lessor makes no warranty or representation as to whether or not the Premises comply with ADA or any similar legislation. In the event that Lessee's use of the Premises requires modifications or additions to the Premises in order to be in ADA compliance, Lessee agrees to make any such necessary modifications and/or additions at Lessee's expense.

LESSOR AND LESSEE HAVE CAREFULLY READ AND REVIEWED THIS LEASE AND EACH TERM AND PROVISION CONTAINED HEREIN, AND BY THE EXECUTION OF THIS LEASE SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO. THE PARTIES HEREBY AGREE THAT, AT THE TIME THIS LEASE IS EXECUTED, THE TERMS OF THIS LEASE ARE COMMERCIALY REASONABLE AND EFFECTUATE THE INTENT AND PURPOSE OF LESSOR AND LESSEE WITH RESPECT TO THE PREMISES.

ATTENTION: NO REPRESENTATION OR RECOMMENDATION IS MADE BY THE AIR COMMERCIAL REAL ESTATE ASSOCIATION OR BY ANY BROKER AS TO THE LEGAL SUFFICIENCY, LEGAL EFFECT, OR TAX CONSEQUENCES OF THIS LEASE OR THE TRANSACTION TO WHICH IT RELATES. THE PARTIES ARE URGED TO:

1. SEEK ADVICE OF COUNSEL AS TO THE LEGAL AND TAX CONSEQUENCES OF THIS LEASE.
2. RETAIN APPROPRIATE CONSULTANTS TO REVIEW AND INVESTIGATE THE CONDITION OF THE PREMISES. SAID INVESTIGATION SHOULD INCLUDE BUT NOT BE LIMITED TO: THE POSSIBLE PRESENCE OF HAZARDOUS SUBSTANCES, THE ZONING OF THE PREMISES, THE STRUCTURAL INTEGRITY, THE CONDITION OF THE ROOF AND OPERATING SYSTEMS, AND THE SUITABILITY OF THE PREMISES FOR LESSEE'S INTENDED USE.

WARNING: IF THE PREMISES IS LOCATED IN A STATE OTHER THAN CALIFORNIA, CERTAIN PROVISIONS OF THE LEASE MAY NEED TO BE REVISED TO COMPLY WITH THE LAWS OF THE STATE IN WHICH THE PREMISES IS LOCATED.

The parties hereto have executed this Lease at the place and on the dates specified above their respective signatures.

Executed at: _____ Executed at: _____
On: _____ On: _____

By LESSOR: _____ By LESSEE: _____
T.A. Rivard, Inc. Al-Badawi Property Management, LLC

By: _____	By: _____
Name Printed: Timothy Rivard	Name Printed: Charlie Al-Badawi
Title: _____	Title: _____
By: _____	By: _____
Name Printed: _____	Name Printed: _____
Title: _____	Title: _____
Address: 8884 Jurupa Rd., Riverside, CA 92509	Address: 19135 San Jose Avenue
	Roland Heights, CA 91748
Telephone: () _____	Telephone: () _____
Facsimile: () _____	Facsimile: () _____

Federal ID No. _____ Federal ID No. _____

BROKER:

DRAFT

BROKER:

Colliers International

Attn: _____

Attn: Ian DeVries

Title: _____

Title: Senior V.P.

Address: _____

Address: 3 Park Plaza, Ste. 1200
Irvine, CA 92614

Telephone: () _____

Telephone: (949) 724-5509

Facsimile: () _____

Facsimile: (949) 724-5600

Federal ID No. _____

Federal ID No. _____

Broker/Agent DRE License #: _____

Broker/Agent DRE License #: 01019686

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90017. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

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DRAFT

DRAFT

ATTACHMENT

D

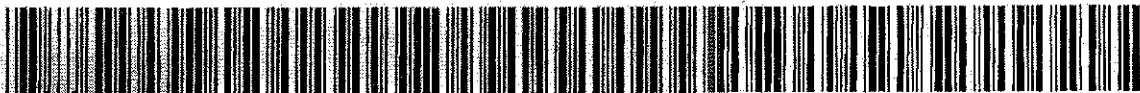
A Public Service Agency

THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****



A Public Service Agency

REGISTRATION CARD VALID FROM: 07/31/2010 TO: 07/31/2011

MAKE	YR MODEL	YR 1ST SOLD	VEH CLASS	*YR	TYPE VEH	TYPE LIC	LICENSE NUMBER
KW	2001	2000	AH	2009	32G	31	9D57292
BODY TYPE MODEL	MP	MO	AX	WC	UNLADEN/G/CGW	VEHICLE ID NUMBER	
DS	D	RU	3	N	80000	1XKTDB9X31J869172	
TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC	STICKER ISSUED		
COMMERCIAL	07/23/10	19	07/23/10	9	Z5022691		
						PR EXP DATE: 07/31/2010	

REGISTERED OWNER
BOBS TOWING
19135 SAN JOSE AVE

AMOUNT PAID
\$ 2162.00

ROWLAND HGHTS
CA 91748

AMOUNT DUE	AMOUNT RECVD
\$ 2162.00	CASH :
	CHCK :
	CRDT : 2162.00

LIENHOLDER

H01 656 02 0216200 0004 CS H01 072310 31 9D57292 172

SAFETYNET DRIVER / VEHICLE INSPECTION REPORT



5028016

SPEC PROJ CODE

CHP 407F (Rev. 11-08) OPI 062

DATE: 05/14/10 TIME START: LEVEL: 1 LOG CODE: SES BEAR: B50 INSPECTED BY: HERTEL ID NUMBER: 77688 TIME END:

DRIVER INFORMATION
FIRST NAME: MIGUEL A. LAST NAME: VAZQUEZ DOB: [REDACTED] BIRTH STATE: CA

CARRIER INFORMATION
CHP NO: 211073 PUC NO: CARRIER NAME: BOB'S TOWING ICC NO: MC - DOT NO: US DOT: STREET ADDRESS: 1135 SAN JOSE AVE CITY: ROWLAND HTS STATE: CA ZIP CODE: 91748

VEH. YEAR	MAKE	TYPE	AXLES			LICENSE NUMBER	STATE	EQUIPMENT NO.	DRIVER QUALIFICATIONS		
			NO	D/S	DIS				COMPLIANCE	NO	D/S
10	KW	25	3	9092397	CA			Driver's License			
00	NATIONAL	31	2	1WN9482	CA	50-T		Medical Cert.			
3								Driver's Log			
4								Driver's Hours			

VEHICLE INSPECTION	COMPLIANCE			DISPOSITION CODES									BRAKE ADJUST	HAZARDOUS MATERIALS INSPECTION					
	NO	D/S	DIS	VEHICLE 2			VEHICLE 3			VEHICLE 4				Left	Right	COMPLIANCE			
Steering Components																			
Exhaust																			
Low Air Warning Device																			
Air Lines: Unagpled																			
Brake Adjustments																			
Brake Drums / Shoes																			
Fuel System																			
Lights: Stop / Turn																			
Wheels																			
Tires																			
Flares																			
Suspension																			
Maintenance / Other																			
Registration																			
CYSA STICKERS ISSUED	42498679	42498680	U-3																

HAZARDOUS MATERIALS INSPECTION
SHIP / PAPER MANIFEST: [REDACTED]
HM LICENSE: [REDACTED]
PLACARDS: [REDACTED]
PACKAGING: [REDACTED]
LABELS: [REDACTED]
LOADING / SECUREMENT: [REDACTED]
CLASS / EQUIPMENT TAGS: [REDACTED]
SAFETY EQUIPMENT: [REDACTED]

HAZARDOUS MATERIALS CODES
A-11 (Explosives) 1-23 (Flam Gas) Q-81 (Po PG 11)
B-12 (Explosives) 1-3 (Flam Liquid) R-52 (Toxic Sub)
C-13 (Explosives) X-43 (Flam Solid) S-7 (Radioactive)
D-14 (Explosives) L-42 (Spont Comb) 1-8 (Corrosive)
E-16 (Explosives) U-43 (Oxig = / Ves) U-9 (Misc)
F-18 (Explosives) W-51 (Oxidizer) V-1 (Combustible Liquid)
G-21 (Flam Gas) O-52 (Org Perox) W-10 (RM - O)
H- (Nonflam Gas) P-61 (Po PG 1 & II) X- (Other)

NO. 215a ISSUED: [REDACTED] CHP 215 NO. [REDACTED] OFFICER ID NO. 11688 REGULATED VEHICLE: [REDACTED] YES / NO
NO. 261a ISSUED: [REDACTED] CHP 261 NO. [REDACTED] OWNER'S RESPONSIBILITY: [REDACTED] YES / NO RESPONSIBLE PERSON: [REDACTED]
REVIEWED BY: [REDACTED]

COMMENTS: IN COMPLIANCE

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THE FORM I have acknowledged that I have reviewed and received a copy of this report DRIVER'S SIGNATURE: [REDACTED]

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
 CHP 234B (Rev. 5-04) / OPI 061

AREA NUMBER 525	COMPANY SAFEMAY TOWING SERVICES, INC. DBA BOBS TOWING	LEASING P = Pass F = Fail
YEAR 2001	MAKE KENWORTH	MODEL 9D92937
GVWR 50,000	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)	
	<input type="checkbox"/> CONVENTIONAL	<input type="checkbox"/> UNDERLIFT
	<input type="checkbox"/> TRUCK HITCH	<input type="checkbox"/> WHEEL LIFT
	<input type="checkbox"/> CAR CARRIER	

REQUIREMENTS FOR ALL CLASSES

CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F	Item	VC	P	F	Item	VC
/	/	Current Registration	4000 VC	/	/	Parking Brake	26451 VC
/	/	Headlights	24400 VC	/	/	Windshield	26700 VC
/	/	Beam Indicator	24408 VC	/	/	Windshield Wipers	26706 VC
/	/	Taillamps	24600 VC	/	/	Mirrors	26709 VC
/	/	License Plate Lamp	24601 VC	/	/	Horn	27000 VC
/	/	Stop Lamps	24603 VC	/	/	Exhaust System	27150 VC
/	/	Rear Lamps W/Cord	24605 VC	/	/	Fuel Cap	27155 VC
/	/	Backup Lamps (1969+)	24608 VC	/	/	Tire Tread	27465 VC
/	/	Reflectors, Rear	24607 VC	/	/	Fenders/Mud Guards	27600 VC
/	/	Reflectors, Front and Side (1968+)	24608 VC	/	/	Broom	27700 VC
/	/	Turn Signals	24951 VC	/	/	Shovel	27700 VC
/	/	Clearance Lamps (>80" Wide)	25100 VC	/	/	Fire Extinguisher 4B, C Rating	27700 VC
/	/	Amber Warning Lights	25253 VC	/	/	Safety Chains	29004 VC
/	/	Warning Devices (Reflectors)	25300 VC	/	/	Signs	27907 VC
/	/	Service Brakes	26311 VC				

SERVICE AND OTHER EQUIPMENT

/	/	Flashlight		/	/	Hydraulic Jack	
/	/	Wrecking Bar (Large Pry Bar)		/	/	Metric and Standard Lug Wrenches	
/	/	Equivalent of Six 30-Minute Flares		/	/	Rubber Mallet/Hub Cap Tool	
/	/	Trash Cans W/Absorbent		/	/	Lockout Tools (Classes A and B)	
/	/	Shop Rags/Paper Towels		/	/	Motorcycle Straps (Class A)	
/	/	Shop to Truck Communications (Not a CB radio)		/	/	Sledge Hammer	
/	/	Fuel in Approved Containers (Classes A and B)		/	/	Tool Kit	
/	/	Booster Battery or Hot Box					

TOWING EQUIPMENT

/	/	Rating Plates		/	/	Wrecker Controls	
/	/	Controls Labeled		/	/	Throttle Control	
/	/	Wrecker Boom Assembly		/	/	Hydraulic Rams, Hoses, Valves	
/	/	Wheel Lift Assembly		/	/	Cable Sheaves	
/	/	Mounting Bolts		/	/	Recovery Chain	
/	/	Winch:	Type:				

WHEEL LIFT

/	/	Pivot Pin		/	/	Cradler Straps	
/	/	Wheel Tie Down Straps		/	/	Grid/Fork	
/	/	"L" Bars		/	/	Clay	

CONVENTIONAL

/	/	Tow Sting		/	/	Sting Pads	
---	---	-----------	--	---	---	------------	--

CAR CARRIER

/	/	Carrier Bed Frame		/	/	Bed Safety Lock	
/	/	Bed Hinges		/	/	Loading Bridle	
/	/	Slide Pads					

VEHICLE SAFETY

/	/	Steering Frame		/	/	Suspension Wheels	
---	---	----------------	--	---	---	-------------------	--

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER):
 J. B. Turner 11397

DATE
 9/26/10

TOW OPERATOR'S SIGNATURE


Destroy Previous Editions

c2346504.pdf

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A	
P	F
Minimum 14,000 Pound GVWR Chassis	Tow Sling 3,000 Pounds (if Equipped)
4-Ton Recovery Equipment Rating	Tow Chains 5/16" Alloy with J/T Hooks
One 4-Ton Snatch Block	Safety Chains 5/16" Alloy or OEM Specifications
Tow Dolly	Wheel Lift Rating - Extended 3,000 Pounds
Steering Wheel Securement Device	4"X4"X48" & 4"X4"X60" Wood Crossbeams
Wheel Lift Safety Straps	100' 3/8" 6x19 Cable or OEM Specifications
CLASS A CAR CARRIER ONE VEHICLE	
Minimum 14,000 Pound GVWR Chassis	4 Safety Chains 5/16" Alloy or OEM Specifications
50' 3/8" 6x19 Cable or OEM Specifications	4"X4"X48" & 4"X4"X60" Wood Crossbeams
J/T Hook Loading Bridle Chains	
CLASS A CAR CARRIER TWO VEHICLE	
Minimum 16,001 Pound GVWR Chassis	4 Safety Chains 5/16" Alloy or OEM Specs. & 2 for Towed Veh.
J/T Hook Loading Bridle Chains	Steering Wheel Securement Device
50' 3/8" 6x19 Cable or OEM Specifications	4"X4"X48" & 4"X4"X60" Wood Crossbeams
CLASS B	
Minimum 19,501 Pound GVWR Chassis	Tow Sling 7,000 Pound Rating (if Equipped)
14-Ton Recovery Equipment Rating	4"X4"X48" & 4"X4"X60" Wood Crossbeams
150' 7/16" 6x19 Cable or OEM Specifications	Tow Chains 1/2" Alloy or OEM Specifications
Safety Chains 1/2" Alloy or OEM Specifications	Wheel Lift Rating - Retracted 10,000 Pounds
Two 8-Ton Snatch Blocks	Wheel Lift Rating - 85" Extension 8,000 Pounds
Air Brakes or Hydraulic W/Air Hookup Package	Wheel Lift Safety Straps
Air Hoses and Fittings	Lift/Fork Adapters
Steering Wheel Securement Device	Safety Tie-Down Chains
Axle Covers/Caps	Aluminum Tow Angles
	Tow Bar 7,000 Pound Rating
CLASS B CAR CARRIER ONE VEHICLE	
Minimum 19,501 Pound GVWR Chassis	Steering Wheel Securement Device
50' 3/8" 6x19 Cable or OEM Specifications	4"X4"X48" & 4"X4"X60" Wood Crossbeams
J/T Hook Loading Bridle Chains	4 Safety Chains 5/16" Alloy or OEM Specs. & 2 for Towed Veh.
CLASS C	
Minimum 33,000 Pound GVWR Chassis	Tow Chains 5/8" Alloy or OEM Specifications
25-Ton Recovery Equipment Rating	4"X4"X60" & 6"X6"X60" Wood Crossbeams
200' 5/8" 6x19 Cable or OEM Specifications	Pintle Hook
Safety Chains 5/8" Alloy or OEM Specifications	Under Lift Rating - Retracted 25,000 Pounds
Two 12-Ton Snatch Blocks	Under Lift Rating - 100" Extension 12,000 Pounds
Air Brakes W/Air Hookup Package	Wheel Lift Safety Straps
Air Hoses and Fittings	Lift/Fork Adapters
Steering Wheel Securement Device	Aluminum Tow Angles
Axle Covers/Caps	Safety Tie-Down Chains
Tow Sling 12,000 Pound Rating (if Equipped)	Tow Bar 12,000 Pound Rating
CLASS D	
Minimum 50,000 Pound GVWR Chassis	Tow Chains 5/8" Alloy or OEM
30-Ton Recovery Equipment Rating	4"X4"X60" & 6"X6"X60" Wood Crossbeams
250' 3/4" 6x19 Cable or OEM Specifications	Pintle Hook
Safety Chains 5/8" Alloy or OEM Specifications	Hydraulic or Mechanical Winch(es)
Two 12-Ton Snatch Blocks	Under Lift Rating - Retracted 32,000 Pounds
Air Brakes W/Air Hookup Package	Under Lift Rating - 100" Extension 16,000 Pounds
Air Hoses and Fittings	Lift/Fork Adapters
Steering Wheel Securement Device	Aluminum Tow Angles
Axle Cover/Caps	Safety Tie-Down Chains
Tow Sling with 20,000 Pound Rating	Tow Bar 20,000 Pound Rating

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
FORMULA		
1/2 FAW:	x WB:	÷ BY OH: = MLC
CLASS OF VEHICLE BASED ON THE MLC		

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THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****



A Public Service Agency

REGISTRATION CARD VALID FROM: 06/30/2010 TO: 06/30/2011

MAKE	YR MODEL	YR 1ST SOLD	VLP CLASS	*YR	TYPE VEH	TYPE LIC	LICENSE NUMBER
KW	1999	0000	KA	2009	37Y	31	8U47157
BODY TYPE MODEL	MP	MO	AX	WC	UNLADEN/G/CGW	VEHICLE ID NUMBER	
WK	D	RU	4	N	80000	1NKWLBOX0XJ834816	
TYPE VEHICLE USE	DATE ISSUED		CC/ALCO	DT FEE RECVD	ETC	STICKER ISSUED	
COMMERCIAL	07/02/10		19	07/02/10	8	Z5021860	

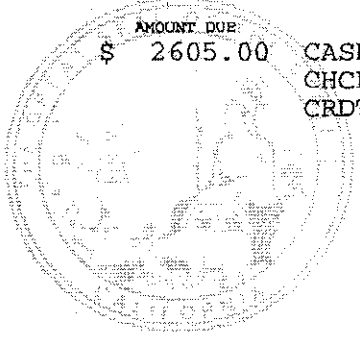
PR EXP DATE: 06/30/2010

REGISTERED OWNER
 SAFEWAY TOWING SVC DBA
 BOBS TOWING
 19135 SAN JOSE AVE
 ROWLAND HGHTS
 CA 91748

AMOUNT PAID \$ 2605.00

AMOUNT DUE \$ 2605.00
 CASH :
 CHCK :
 CRDT : 2605.00

LIENHOLDER
 SOVEREIGN BK CEVF
 3 HUNTINGTON QUADRANGLE
 S101N



MELVILLE
 NY 11747

H01 656 29 0260500 0016 CS H01 070210 31 8U47157 816

SAFETYNET DRIVER / VEHICLE INSPECTION REPORT



CHP 407F (Rev. 11-08) OPI 082

SPEC PROJ CODE

3028102

DATE	TIME START	LEVEL	LOC CODE	BEAT	INSPECTED BY	ID NUMBER	TIME END
05/14/19		1	515	950	WALTER		

DRIVER INFORMATION							
FIRST NAME	MI	LAST NAME	DOI NO.	BIRTH DATE	STATE		
MIKE		ALEXANDER			CA		

CARRIER INFORMATION							
CHP NO.	PUC NO.	ICC NO.					
CA - 211073		MC -					
CARRIER NAME		DOT NO.					
BOB'S TWIN		UN DOT -					
STREET ADDRESS	CITY	STATE	ZIP CODE				

VEHICLE INFORMATION								DRIVER QUALIFICATIONS			
VEH YEAR	MAKE	TYPE	AXLES	LICENSE NUMBER	STATE	EQUIPMENT NO.	COMPLIANCE	NO	O/S	DIS	
1	99 KW	564	8497157	CA			Driver's License				
2							Medical Cert.				
3							Driver's Log				
4							Driver's Hours				

VEHICLE INSPECTION													
COMPLIANCE	VEHICLE 1			DISPOSITION CODES				BRAKE ADJUST.		HAZARDOUS MATERIALS INSPECTION			
	NO	O/S	DIS	1 - Repaired at Scene 2 - Towed / Excluded		3 - Other 4 - Unknown		Left	Right	COMPLIANCE			
Steering Components										Ship / Paper Manifest			
Exhaust										HM License			
Steering Gearbox										Piccards			
Low Air Warning Device										Packaging			
Air Lines: Unattached										Labels			
Air Lines: Attached										Loading / Securement			
Brake Adjustment										Safety Equipment			
Brake Drums / Shoes										CODES			
Other Brake Parts										NO? HW?			
Fuel System										<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Lights: Stop / Turn										<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Lighting Devices										<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Wheels										Piccards Required? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Tires										HAZARDOUS MATERIALS CODES			
Pressure										A-11 (Explosives)	I-23 (Poison Gas)	Q-41 (Poi. PG 2.3)	
Suspension										B-12 (Explosives)	J-3 (Flam. Liqids)	R-82 (Infect. Sub.)	
Maintenance / Other										G-13 (Explosives)	K-41 (Flam. Solid)	S-7 (Radioactive)	
Registration										D-14 (Explosives)	L-42 (Spem. Comb.)	T-8 (Corrosive)	
CVSA STICKERS ISSUED	V-1	V-2	V-3	V-4						E-18 (Explosives)	M-43 (Dang. w/ Wnd)	U-9 (Misc.)	
										F-18 (Explosives)	N-51 (Oxidizer)	V- (Composable Liquid)	
										G-21 (Flam. Gas)	O-52 (Org. Perox.)	W- (ORAU-D)	
										H- (Nonflam. Gas)	P-81 (Poi. PG 1 & 6)	X- (Other)	

NO. 215a ISSUED	CHP 215 NO.	OFFICER ID NO.	REGULATED VEHICLE	REVIEWED BY	ID NO.
		1166	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
NO. 281a ISSUED	CHP 281 NO.	OWNER'S RESPONSIBILITY	RESPONSIBLE PERSON		
		<input type="checkbox"/> Yes <input type="checkbox"/> No	WIKWLB-X-XJ833816		

COMMENTS
STEERING GEARBOX LEAKING OIL
STEERING GEARBOX LEAKING OIL

VIOLATIONS CLEARED
California Highway Patrol

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THE FORM	I have acknowledged that I have reviewed and received a copy of this report	DRIVER'S SIGNATURE
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STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 2348 (Rev. 5-04) / OPI 061

AREA NUMBER 525	COMPANY SAFEWAY TOWING SERVICES, INC. DBA BOBS TOWING	LEGEND P = Pass F = Fail
YEAR 1999	MAKE KENWORTH	MODEL W900
	LICENSE NUMBER 80477157	VIN 1NKWLBOXOXJ834816
GWR 60,000	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)	
	<input type="checkbox"/> CONVENTIONAL	<input type="checkbox"/> UNDERLIFT
	<input type="checkbox"/> TRUCK HITCH	<input type="checkbox"/> WHEEL LIFT
	<input type="checkbox"/> CAR CARRIER	

REQUIREMENTS FOR ALL CLASSES

CALIFORNIA VEHICLE CODE REQUIREMENTS

PIP		VC	P	F		VC
✓	Current Registration	4000	✓		Parking Brake	26451
✓	Headlights	24400	✓		Windshield	26700
✓	Beam Indicator	24408	✓		Windshield Wipers	26706
✓	Taillamps	24600	✓		Mirrors	26709
✓	License Plate Lamp	24601	✓		Horn	27000
✓	Stop Lamps	24603	✓		Exhaust System	27150
✓	Rear Lamps W/Cord	24605	✓		Fuel Cap	27155
✓	Backup Lamps (1969+)	24606	✓		Tire Tread	27465
✓	Reflectors, Rear	24607	✓		Fenders/Mud Guards	27600
✓	Reflectors, Front and Side (1968+)	24608	✓		Broom	27700
✓	Turn Signals	24951	✓		Shovel	27700
✓	Clearance Lamps (>80" Wide)	25100	✓		Fire Extinguisher 4B, C Rating	27700
✓	Amber Warning Lights	25253	✓		Safety Chains	29004
✓	Warning Devices (Reflectors)	25300	✓		Signs	27907
✓	Service Brakes	26311	✓			

SERVICE AND OTHER EQUIPMENT

✓	Flashlight	✓	Hydraulic Jack
✓	Wrecking Bar (Large Pry Bar)	✓	Metric and Standard Lug Wrenches
✓	Equivalent of Six 30-Minute Flares	✓	Rubber Mallet/Hub Cap Tool
✓	Trash Cans W/Absorbent	✓	Lockout Tools (Classes A and B)
✓	Shop Rags/Paper Towels	✓	Motorcycle Straps (Class A)
✓	Shop to Truck Communications (Not a CB radio)	✓	Sledge Hammer
✓	Fuel in Approved Containers (Classes A and B)	✓	Tool Kit
✓	Booster Battery or Hot Box		

TOWING EQUIPMENT

✓	Rating Plates	✓	Wrecker Controls
✓	Controls Labeled	✓	Throttle Control
✓	Wrecker Boom Assembly	✓	Hydraulic Rams, Hoses, Valves
✓	Wheel Lift Assembly	✓	Cable Sheaves
✓	Mounting Bolts	✓	Recovery Chain
✓	Winch	Type:	

WHEEL LIFT

✓	Pivot Pin	✓	Cradle/Straps
✓	Wheel Tie Down Straps	✓	Grid/Fork
✓	"L" Bars	✓	Claw

CONVENTIONAL

✓	Tow Sling	✓	Sling Pads
--------------	----------------------	--------------	-----------------------

CAR CARRIER

✓	Carrier Bed Frame	✓	Bed Safety Lock
✓	Bed Hinges	✓	Loading Brackets
✓	Slide Pads		

VEHICLE SAFETY

✓	Steering	✓	Suspension
✓	Frame	✓	Wheels

COMMENTS

INSPECTED BY (NAME & ID NUMBER)

J. B. Turner 11397

DATE

4/26/10

TOW OPERATOR'S SIGNATURE

[Signature]

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TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A	
P	F
Minimum 14,000 Pound GVWR Chassis	Tow Sling 3,000 Pounds (if Equipped)
4-Ton Recovery Equipment Rating	Tow Chains 5/16" Alloy with J/T Hooks
One 4-Ton Snatch Block	Safety Chains 5/16" Alloy or OEM Specifications
Tow Dolly	Wheel Lift Rating - Extended 3,000 Pounds
Steering Wheel Securement Device	4"X4"X48" & 4"X4"X60" Wood Crossbeams
Wheel Lift Safety Straps	100' 3/8" 6x19 Cable or OEM Specifications
CLASS A CAR CARRIER ONE VEHICLE	
Minimum 14,000 Pound GVWR Chassis	4 Safety Chains 5/16" Alloy or OEM Specifications
50' 3/8" 6x19 Cable or OEM Specifications	4"X4"X48" & 4"X4"X60" Wood Crossbeams
J/T Hook Loading Bridle Chains	
CLASS A CAR CARRIER TWO VEHICLE	
Minimum 16,001 Pound GVWR Chassis	4 Safety Chains 5/16" Alloy or OEM Specs. & 2 for Towed Veh.
J/T Hook Loading Bridle Chains	Steering Wheel Securement Device
50' 3/8" 6x19 Cable or OEM Specifications	4"X4"X48" & 4"X4"X60" Wood Crossbeams
CLASS B	
Minimum 19,501 Pound GVWR Chassis	Tow Sling 7,000 Pound Rating (if Equipped)
14-Ton Recovery Equipment Rating	4"X4"X48" & 4"X4"X60" Wood Crossbeams
150' 7/16" 6x19 Cable or OEM Specifications	Tow Chains 1/2" Alloy or OEM Specifications
Safety Chains 1/2" Alloy or OEM Specifications	Wheel Lift Rating - Retracted 10,000 Pounds
Two 8-Ton Snatch Blocks	Wheel Lift Rating - 85" Extension 8,000 Pounds
Air Brakes or Hydraulic W/Air Hookup Package	Wheel Lift Safety Straps
Air Hoses and Fittings	Lift/Fork Adapters
Steering Wheel Securement Device	Safety Tie-Down Chains
Axle Covers/Caps	Aluminum Tow Angles
	Tow Bar 7,000 Pound Rating
CLASS B CAR CARRIER ONE VEHICLE	
Minimum 19,501 Pound GVWR Chassis	Steering Wheel Securement Device
50' 3/8" 6x19 Cable or OEM Specifications	4"X4"X48" & 4"X4"X60" Wood Crossbeams
J/T Hook Loading Bridle Chains	4 Safety Chains 5/16" Alloy or OEM Specs. & 2 for Towed Veh.
CLASS C	
Minimum 33,000 Pound GVWR Chassis	Tow Chains 5/8" Alloy or OEM Specifications
25-Ton Recovery Equipment Rating	4"X4"X60" & 6"X6"X60" Wood Crossbeams
200' 5/8" 6x19 Cable or OEM Specifications	Pintle Hook
Safety Chains 5/8" Alloy or OEM Specifications	Under Lift Rating - Retracted 25,000 Pounds
Two 12-Ton Snatch Blocks	Under Lift Rating - 100" Extension 12,000 Pounds
Air Brakes W/Air Hookup Package	Wheel Lift Safety Straps
Air Hoses and Fittings	Lift/Fork Adapters
Steering Wheel Securement Device	Aluminum Tow Angles
Axle Covers/Caps	Safety Tie-Down Chains
Tow Sling 12,000 Pound Rating (if Equipped)	Tow Bar 12,000 Pound Rating
CLASS D	
✓ Minimum 50,000 Pound GVWR Chassis	✓ Tow Chains 5/8" Alloy or OEM
✓ 30-Ton Recovery Equipment Rating	✓ 4"X4"X60" & 6"X6"X60" Wood Crossbeams
✓ 250' 3/4" 6x19 Cable or OEM Specifications	✓ Pintle Hook
✓ Safety Chains 5/8" Alloy or OEM Specifications	✓ Hydraulic or Mechanical Winch(es)
✓ Two 12-Ton Snatch Blocks	✓ Under Lift Rating - Retracted 32,000 Pounds
✓ Air Brakes W/Air Hookup Package	✓ Under Lift Rating - 100" Extension 16,000 Pounds
✓ Air Hoses and Fittings	✓ Lift/Fork Adapters
✓ Steering Wheel Securement Device	✓ Aluminum Tow Angles
✓ Axle Cover/Caps	✓ Safety Tie-Down Chains
✓ Tow Sling with 20,000 Pound Rating	✓ Tow Bar 20,000 Pound Rating

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
FORMULA		
1/2 FAW	x WB	+ BY OH
= MLC		
CLASS OF VEHICLE BASED ON THE MLC		

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THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****



A Public Service Agency

REGISTRATION CARD VALID FROM: 12/31/2009 TO: 12/31/2010

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	*YR	TYPE VEH	TYPE LIC	LICENSE NUMBER
INTL	1997	1996	AT	2010	37Y	31	7Z86145
BODY TYPE MODEL	MP	MO	AX	WC	UNLADEN/G/CGW	VEHICLE ID NUMBER	
WK	D	RS	2	D	30000	1HSHBAHN5VH458300	
TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC	USE TAX	STICKER ISSUED	
COMMERCIAL	05/20/10	19	05/20/10	3	293	X4152428	

PR EXP DATE: 12/31/2009

REGISTERED OWNER
SAFEWAY TOWING SVC
DBA BOBS TOWING
19135 SAN JOSE

AMOUNT PAID
\$ 1502.00

ROWLAND HTS
CA 91748

AMOUNT DUE	AMOUNT RECVD
\$ 1502.00	CASH :
	CHCK :
	CRDT : 1608.00
HQ REFUND	: 106.00

LIENHOLDER

F01 617 H1 0150200 0010 CS F01 052010 31 7286145 300

SAFETYNET DRIVER / VEHICLE INSPECTION REPORT



5028011

SPEC PROJ. CODE

CHP 407F (Rev 11-08) OPI 082
 DATE: 05/14/10 TIME START: LEVEL: 1 LOG CODE: S 25 BEAT: 8 50 INSPECTED BY: HERTZEL ID NUMBER: 11688 TIME END:

DRIVER INFORMATION
 FIRST NAME: MIGUEL A LAST NAME: VAZQUEZ DOB: [REDACTED] BIRTH DATE: [REDACTED] STATE: CA

CARRIER INFORMATION
 CHP NO.: 211073 PUC NO.: ICC HQ: CA - MC - DOT NO.: CARRIER NAME: BOB'S TOWING US DOT: STREET ADDRESS: CITY: STATE: ZIP CODE:

VEH YEAR	MAKE	VEHICLE INFORMATION			STATE	EQUIPMENT NO.	DRIVER QUALIFICATIONS COMPLIANCE		
		TYPE	AXLES	LICENSE NUMBER			NO	O/S	DIS
97	INTL	552	7286145	CA		Driver's License			
						Medical Card			
						Driver's Log			
						Driver's Hours			

COMPLIANCE	VEHICLE 1			DISPOSITION CODES												BRAKE ADJUST		HAZARDOUS MATERIALS INSPECTION COMPLIANCE																																									
	NO	O/S	DIS	1 - Replaced at Scene				2 - Towed / Escorted				3 - Other				4 - Unknown				Lat	Right	NO	O/S	DIS																																			
Steering Components																Lat	Right	Spill / Paper Manifest																																									
Exhaust																Lat	Right	HM License																																									
Low Air Warning Device																Lat	Right	Precursor																																									
Air Lines: Unapplied																Lat	Right	Packaging																																									
Brake Adjustment																Lat	Right	Labeling																																									
Brake Drums / Shoes																Lat	Right	Labeling / Securement																																									
Fuel System																Lat	Right	Spill / Portable Tank																																									
Lights: Stop / Turn																Lat	Right	Safety Equipment																																									
Wheels																Lat	Right	CODES																																									
Tires																Lat	Right	Yes <input type="checkbox"/> No <input type="checkbox"/>																																									
Suspension																Lat	Right	Yes <input type="checkbox"/> No <input type="checkbox"/>																																									
Maintenance / Other																Lat	Right	Yes <input type="checkbox"/> No <input type="checkbox"/>																																									
Registration																Lat	Right	Yes <input type="checkbox"/> No <input type="checkbox"/>																																									
CVSA STICKERS ISSUED	V-1 12498676 V-2			V-3				V-4				Axle 1		Axle 2		Axle 3		Axle 4		Axle 5		Axle 6		Axle 7		Axle 8																																	
NO. 215a ISSUED	CHP 215 NO	OFFICER ID NO.	11688	REGULATED VEHICLE		REVIEWED BY		ID NO		HAZARDOUS MATERIALS CODES		A-11 (Explosives)		I-23 (Poison Gas)		O-51 (Flu. HCl)		B-12 (Explosives)		J-3 (Flam. Liquid)		R-62 (Injec. Sub)		C-11 (Explosives)		K-41 (Flam. Solid)		S-7 (Radioactive)		D-14 (Explosives)		L-42 (Spill Cont.)		T-8 (Compress)		E-13 (Explosives)		M-43 (Cont. w/WH)		U-9 (Misc.)		F-16 (Explosives)		N-51 (Oxidizer)		V (Compressible Liquid)		G-71 (Flam. Gas)		O-52 (Ox. Perc.)		W (ORM-D)		H (Nonflam. Gas)		P-E1 (PO, PG, & II)		Z (Other)	
NO. 281a ISSUED	CHP 281 NO	OWNER'S RESPONSIBILITY	Yes <input type="checkbox"/> No <input type="checkbox"/>	RESPONSIBLE PERSON		I H S H BAHNS UH 458300																																																					

COMMENTS: GWR 33,000 LBS

IN COMPLIANCE

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THE FORM. I have acknowledged that I have reviewed and received a copy of this report. DRIVER'S SIGNATURE: [Signature]

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 5-04) / OPI 061

AREA NUMBER: _____ COMPANY: Safeway Towing Services LEGEND: _____
 YEAR: 97 MAKE: Inter. MODEL: 4900 LICENSE NUMBER: 728L145 VIN: 1HSHBAHN50H458300 F = Fail
 GVWR: 33,000 EQUIPMENT TYPE (CHECK APPROPRIATE BOX):
 CONVENTIONAL UNDERLIFT TRUCK HITCH WHEEL LIFT CAR CARRIER

REQUIREMENTS FOR ALL CLASSES

CALIFORNIA VEHICLE CODE REQUIREMENTS							
P	F		VC	P	F		VC
✓		Current Registration	4000	✓		Parking Brake	26451
✓		Headlights	24400	✓		Windshield	26700
✓		Beam Indicator	24408	✓		Windshield Wipers	26706
✓		Taillamps	24600	✓		Mirrors	26709
✓		License Plate Lamp	24601	✓		Horn	27000
✓		Stop Lamps	24603	✓		Exhaust System	27150
✓		Rear Lamps W/Cord	24605	✓		Fuel Cap	27155
✓		Backup Lamps (1969+)	24606	✓		Tire Tread	27465
✓		Reflectors, Rear	24607	✓		Fenders/Mud Guards	27600
✓		Reflectors, Front and Side (1968+)	24608	✓		Broom	27700
✓		Turn Signals	24951	✓		Shovel	27700
✓		Clearance Lamps (>80" Wide)	25100	✓		Fire Extinguisher 4B, C Rating	27700
✓		Amber Warning Lights	25253	✓		Safety Chains	29004
✓		Warning Devices (Reflectors)	25300	✓		Signs	27907
✓		Service Brakes	26311				

SERVICE AND OTHER EQUIPMENT	
✓	Flashlight
✓	Wrecking Bar (Large Pry Bar)
✓	Equivalent of Six 30-Minute Flares
✓	Trash Cans W/Absorbent
✓	Shop Rags/Paper Towels
✓	Shop to Truck Communications (Not a CB radio)
✓	Fuel in Approved Containers (Classes A and B)
✓	Booster Battery or Hot Box
✓	Hydraulic Jack
✓	Metric and Standard Lug Wrenches
✓	Rubber Mallet/Hub Cap Tool
✓	Lockout Tools (Classes A and B)
✓	Motorcycle Straps (Class A)
✓	Sledge Hammer
✓	Tool Kit

TOWING EQUIPMENT	
✓	Rating Plates
✓	Controls Labeled
✓	Wrecker Boom Assembly
✓	Wheel Lift Assembly
✓	Mounting Bolts
✓	Wrecker Controls
✓	Throttle Control
✓	Hydraulic Rams, Hoses, Valves
✓	Cable Sheaves
✓	Recovery Chain

WHEEL LIFT	
✓	Pivot Pin
✓	Wheel Tie Down Straps
✓	"L" Bars
✓	Cradle/Straps
✓	Grid/Fork
✓	Claw

CONVENTIONAL	
✓	Tow Sling
✓	Sling Pads

CAR CARRIER	
✓	Carrier Bed Frame
✓	Bed Hinges
✓	Slide Pads
✓	Bed Safety Lock
✓	Loading Bridge

VEHICLE SAFETY	
✓	Steering Frame
✓	Suspension
✓	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER): J. B. Turner 11397 DATE: 4/26/10 TOW OPERATOR'S SIGNATURE: [Signature]

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234B-04 001

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A	
P	F
Minimum 14,000 Pound GVWR Chassis	Tow Sling 3,000 Pounds (if Equipped)
4-Ton Recovery Equipment Rating	Tow Chains 5/16" Alloy with J/T Hooks
One 4-Ton Snatch Block	Safety Chains 5/16" Alloy or OEM Specifications
Tow Dolly	Wheel Lift Rating - Extended 3,000 Pounds
Steering Wheel Securement Device	4"X4"X48" & 4"X4"X60" Wood Crossbeams
Wheel Lift Safety Straps	100' 3/8" 6x19 Cable or OEM Specifications
CLASS A CAR CARRIER ONE VEHICLE	
Minimum 14,000 Pound GVWR Chassis	4 Safety Chains 5/16" Alloy or OEM Specifications
50' 3/8" 6x19 Cable or OEM Specifications	4"X4"X48" & 4"X4"X60" Wood Crossbeams
J/T Hook Loading Bridle Chains	
CLASS A CAR CARRIER TWO VEHICLE	
Minimum 16,001 Pound GVWR Chassis	4 Safety Chains 5/16" Alloy or OEM Specs. & 2 for Towed Veh.
J/T Hook Loading Bridle Chains	Steering Wheel Securement Device
50' 3/8" 6x19 Cable or OEM Specifications	4"X4"X48" & 4"X4"X60" Wood Crossbeams
CLASS B	
Minimum 19,501 Pound GVWR Chassis	Tow Sling 7,000 Pound Rating (if Equipped)
14-Ton Recovery Equipment Rating	4"X4"X48" & 4"X4"X60" Wood Crossbeams
150' 7/16" 6x19 Cable or OEM Specifications	Tow Chains 1/2" Alloy or OEM Specifications
Safety Chains 1/2" Alloy or OEM Specifications	Wheel Lift Rating - Retracted 10,000 Pounds
Two 8-Ton Snatch Blocks	Wheel Lift Rating - 85" Extension 8,000 Pounds
Air Brakes or Hydraulic W/Air Hookup Package	Wheel Lift Safety Straps
Air Hoses and Fittings	Lift/Fork Adapters
Steering Wheel Securement Device	Safety Tie-Down Chains
Axle Covers/Caps	Aluminum Tow Angles
	Tow Bar 7,000 Pound Rating
CLASS B CAR CARRIER ONE VEHICLE	
Minimum 19,501 Pound GVWR Chassis	Steering Wheel Securement Device
60' 3/8" 6x19 Cable or OEM Specifications	4"X4"X48" & 4"X4"X60" Wood Crossbeams
J/T Hook Loading Bridle Chains	4 Safety Chains 5/16" Alloy or OEM Specs. & 2 for Towed Veh.
CLASS C	
✓ Minimum 33,000 Pound GVWR Chassis	✓ Tow Chains 5/8" Alloy or OEM Specifications
✓ 25-Ton Recovery Equipment Rating	✓ 4"X4"X60" & 6"X6"X60" Wood Crossbeams
✓ 200' 5/8" 6x19 Cable or OEM Specifications	✓ Pintle Hook
✓ Safety Chains 5/8" Alloy or OEM Specifications	✓ Under Lift Rating - Retracted 25,000 Pounds
✓ Two 12-Ton Snatch Blocks	✓ Under Lift Rating - 100" Extension 12,000 Pounds
✓ Air Brakes W/Air Hookup Package	✓ Wheel Lift Safety Straps
✓ Air Hoses and Fittings	✓ Lift/Fork Adapters
✓ Steering Wheel Securement Device	✓ Aluminum Tow Angles
✓ Axle Covers/Caps	✓ Safety Tie-Down Chains
✓ Tow Sling 12,000 Pound Rating (if Equipped)	✓ Tow Bar 12,000 Pound Rating
CLASS D	
Minimum 50,000 Pound GVWR Chassis	Tow Chains 5/8" Alloy or OEM
30-Ton Recovery Equipment Rating	4"X4"X60" & 6"X6"X60" Wood Crossbeams
250' 3/4" 6x19 Cable or OEM Specifications	Pintle Hook
Safety Chains 5/8" Alloy or OEM Specifications	Hydraulic or Mechanical Winch(es)
Two 12-Ton Snatch Blocks	Under Lift Rating - Retracted 32,000 Pounds
Air Brakes W/Air Hookup Package	Under Lift Rating - 100" Extension 16,000 Pounds
Air Hoses and Fittings	Lift/Fork Adapters
Steering Wheel Securement Device	Aluminum Tow Angles
Axle Cover/Caps	Safety Tie-Down Chains
Tow Sling with 20,000 Pound Rating	Tow Bar 20,000 Pound Rating

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW) UNLADEN	WHEEL BASE (WB) IN INCHES	OVER HANG (OH) IN INCHES
FORMULA		
$1/2 \text{ FAW} \times \text{WB}$	$\div \text{BY OH}$	$= \text{MLC}$
CLASS OF VEHICLE BASED ON THE MLC		

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THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****



A Public Service Agency

REGISTRATION CARD VALID FROM: 05/31/2010 TO: 05/31/2011

MAKE	YR MODEL	YR 1ST SOLD	VEH CLASS	YR	TYPE VEN	TYPE LIC	LICENSE NUMBER
INTL	2007	0000	BB	2010	37Y	31	8V29267
BODY TYPE MODEL	MP	NO	AX	VE	UNLOADED WT (LBS)	VEHICLE ID NUMBER	
CC	D	RW	2	D	30000	1HTMMAAL97H529675	
TYPE VEHICLE USE	DATE REHELD	COVALED	1 - NEW YEAR	TRC			
COMMERCIAL	09/20/10	19	09/20/10	L			
	PR/HIS	SALVAGED			PR EXP DATE:	05/31/2011	

REGISTERED OWNER
SAFEWAY TOWING SVC
DBA BOBS TOWING
19135 SAN JOSE

AMOUNT PAID
\$ 15.00

ROWLAND HTS
CA 91748

AMOUNT DUE	AMOUNT RECEIVED
\$ 15.00	CASH : 15.00
	CHCK :
	CRDT :

LIENHOLDER
SOVEREIGN BK
3 HUNTINGTON QUADRANGLE
STE 101

MELVILLE
NY 11747

F10 566 19 0001500 0014 CS F10 092010 31 8V29267 675

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 5-04) / OPI 061

AREA NUMBER 525	COMPANY SAFEWAY TOWING SERVICES, INC. DBA BOBS TOWING	LEGEND P = Pass F = Fail	
YEAR 2007	MAKE INTERNATIONAL	MODEL 4300	LICENSE PLATE 1HTMMAAL97H529675
GVWR 25,999	EQUIPMENT TYPE (CHECK APPROPRIATE BOX) <input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER		

REQUIREMENTS FOR ALL CLASSES

CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		VC	P	F		VC
✓		Current Registration	4000 VC	✓		Parking Brake	26451 VC
✓		Headlights	24400 VC	✓		Windshield	26700 VC
✓		Beam Indicator	24408 VC	✓		Windshield Wipers	26706 VC
✓		Taillamps	24600 VC	✓		Mirrors	26709 VC
✓		License Plate Lamp	24601 VC	✓		Horn	27000 VC
✓		Stop Lamps	24603 VC	✓		Exhaust System	27150 VC
✓		Rear Lamps W/Cord	24605 VC	✓		Fuel Cap	27155 VC
✓		Backup Lamps (1969+)	24606 VC	✓		Tire Tread	27465 VC
✓		Reflectors, Rear	24607 VC	✓		Fenders/Mud Guards	27600 VC
✓		Reflectors, Front, and Side (1968+)	24608 VC	✓		Broom	27700 VC
✓		Turn Signals	24951 VC	✓		Shovel	27700 VC
✓		Clearance Lamps (>80" Wide)	25100 VC	✓		Fire Extinguisher 4B, C Rating	27700 VC
✓		Amber Warning Lights	25253 VC	✓		Safety Chains	29004 VC
✓		Warning Devices (Reflectors)	25300 VC	✓		Signs	27907 VC
✓		Service Brakes	26311 VC				

SERVICE AND OTHER EQUIPMENT

✓	Flashlight	✓	Hydraulic Jack
✓	Wrecking Bar (Large Pry Bar)	✓	Metric and Standard Lug Wrenches
✓	Equivalent of Six 30-Minute Flares	✓	Rubber Mallet/Hub Cap Tool
✓	Trash Cans W/Absorbent	✓	Lockout Tools (Classes A and B)
✓	Shop Rags/Paper Towels	✓	Motorcycle Straps (Class A)
✓	Shop to Truck Communications (Not a CB radio)	✓	Sledge Hammer
✓	Fuel in Approved Containers (Classes A and B)	✓	Tool Kit
✓	Booster Battery or Hot Box		

TOWING EQUIPMENT

✓	Rating Plates	✓	Wrecker Controls
✓	Controls Labeled	✓	Throttle Control
✓	Wrecker Boom Assembly	✓	Hydraulic Rams, Hoses, Valves
✓	Wheel Lift Assembly	✓	Cable Sheaves
✓	Mounting Bolts	✓	Recovery Chain
✓	Winch: _____ Type: _____		

WHEEL LIFT

✓	Pivot Pin	✓	Cradle/Straps
✓	Wheel Tie Down Straps	✓	Grid Fork
✓	"L" Bars	✓	Claw

CONVENTIONAL

✓	Tow Sling	✓	Sling Pads
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CAR CARRIER

✓	Carrier Bed Frame	✓	Bed Safety Lock
✓	Bed Hinges	✓	Loading Bridle
✓	Slide Pads		

VEHICLE SAFETY

✓	Steering	✓	Suspension
✓	Frame	✓	Wheels

COMMENTS

INSPECTED BY (NAME & ID NUMBER) J. B. Turner 11397	DATE 4/26/10	TOW OPERATOR'S SIGNATURE 
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TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F	P	F
	Minimum 14,000 Pound GVWR Chassis		Tow Sling 3,000 Pounds (if Equipped)
	4-Ton Recovery Equipment Rating		Tow Chains 5/16" Alloy with J/T Hooks
	One 4-Ton Snatch Block		Safety Chains 5/16" Alloy or OEM Specifications
	Tow Dolly		Wheel Lift Rating - Extended 3,000 Pounds
	Steering Wheel Securement Device		4"X4"X48" & 4"X4"X60" Wood Crossbeams
	Wheel Lift Safety Straps		100' 3/8" 6x19 Cable or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

	Minimum 14,000 Pound GVWR Chassis		4 Safety Chains 5/16" Alloy or OEM Specifications
	50' 3/8" 6x19 Cable or OEM Specifications		4"X4"X48" & 4"X4"X60" Wood Crossbeams
	J/T Hook Loading Bridle Chains		

CLASS A CAR CARRIER TWO VEHICLE

	Minimum 16,001 Pound GVWR Chassis		4 Safety Chains 5/16" Alloy or OEM Specs. & 2 for Towed Veh.
	J/T Hook Loading Bridle Chains		Steering Wheel Securement Device
	50' 3/8" 6x19 Cable or OEM Specifications		4"X4"X48" & 4"X4"X60" Wood Crossbeams

CLASS B

	Minimum 19,501 Pound GVWR Chassis		Tow Sling 7,000 Pound Rating (if Equipped)
	14-Ton Recovery Equipment Rating		4"X4"X48" & 4"X4"X60" Wood Crossbeams
	150' 7/16" 6x19 Cable or OEM Specifications		Tow Chains 1/2" Alloy or OEM Specifications
	Safety Chains 1/2" Alloy or OEM Specifications		Wheel Lift Rating - Retracted 10,000 Pounds
	Two 8-Ton Snatch Blocks		Wheel Lift Rating - 85" Extension 8,000 Pounds
	Air Brakes or Hydraulic W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Safety Tie-Down Chains
	Axle Covers/Caps		Aluminum Tow Angles
			Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

	Minimum 19,501 Pound GVWR Chassis		Steering Wheel Securement Device
	50' 3/8" 6x19 Cable or OEM Specifications		4"X4"X48" & 4"X4"X60" Wood Crossbeams
	J/T Hook Loading Bridle Chains		4 Safety Chains 5/16" Alloy or OEM Specs. & 2 for Towed Veh.

CLASS C

	Minimum 33,000 Pound GVWR Chassis		Tow Chains 5/8" Alloy or OEM Specifications
	25-Ton Recovery Equipment Rating		4"X4"X60" & 6"X6"X60" Wood Crossbeams
	200' 5/8" 6x19 Cable or OEM Specifications		Pinlle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - Retracted 25,000 Pounds
	Two 12-Ton Snatch Blocks		Under Lift Rating - 100" Extension 12,000 Pounds
	Air Brakes W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles
	Axle Covers/Caps		Safety Tie-Down Chains
	Tow Sling 12,000 Pound Rating (if Equipped)		Tow Bar 12,000 Pound Rating

CLASS D

	Minimum 50,000 Pound GVWR Chassis		Tow Chains 5/8" Alloy or OEM
	30-Ton Recovery Equipment Rating		4"X4"X60" & 6"X6"X60" Wood Crossbeams
	250' 3/4" 6x19 Cable or OEM Specifications		Pinlle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Hydraulic or Mechanical Winch(es)
	Two 12-Ton Snatch Blocks		Under Lift Rating - Retracted 32,000 Pounds
	Air Brakes W/Air Hookup Package		Under Lift Rating - 100" Extension 16,000 Pounds
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles
	Axle Cover/Caps		Safety Tie-Down Chains
	Tow Sling with 20,000 Pound Rating		Tow Bar 20,000 Pound Rating

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES	
FORMULA			
1/2 FAW:	x WB:	÷ BY OH:	= MLC:
CLASS OF VEHICLE BASED ON THE MLC			



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THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****



A Public Service Agency

REGISTRATION CARD VALID FROM: 06/30/2010 TO: 06/30/2011

MAKE	YR MODEL	YR 1ST SOLD	VLP CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
CHEV	2006	2008	MB	32Y	31	8R47886
BODY TYPE MODEL	MP	MO	AX	WC	UNLADEN/G/CGW	VEHICLE ID NUMBER
WK	D	RU	2	C	26000	1GBK7C1336F431165
TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC	STICKER ISSUED	
COMMERCIAL	07/01/10	19	07/01/10	8	26739360	

PR EXP DATE: 06/30/2010

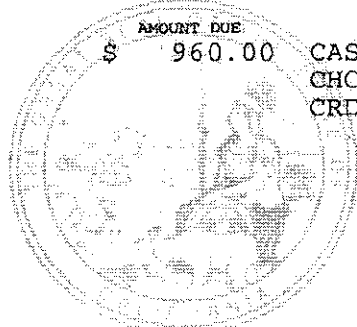
REGISTERED OWNER
SAFeway TOWING SVC INC
DBA BOBS TOWING
19135 SAN JOSE AVE

AMOUNT PAID
\$ 960.00

ROWLAND HGTS
CA 91748

AMOUNT DUE	AMOUNT RECVD
\$ 960.00	CASH : CHCK : CRDT :

LIENHOLDER
SOVEREIGN BK
3 HUNTINGTON QUAD 101N



MELVILLE
NY 11747

H05 618 H3 0096000 0033 CM H05 070110 31 8R47886 165

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
GHP 234B (Rev. 5-04) / OPI 061

AREA NUMBER: 525 COMPANY: SAFEWAY TOWING SERVICES, INC. DBA BOBS TOWING LEASE NO:
YEAR: 2006 MAKE: CHEVY MODEL: ADA VIN: 8R47886 1GBK7C1336F431165 P = Pass F = Fail
G/VW: 25,999 EQUIPMENT TYPE (CHECK APPROPRIATE BOX):
 CONVENTIONAL UNDERLIFT TRUCK HITCH WHEEL LIFT CAR CARRIER

REQUIREMENTS FOR ALL CLASSES

CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F	VC	P	F	VC
✓		4000 VC	✓		26451 VC
✓		24400 VC	✓		26700 VC
✓		24408 VC	✓		26706 VC
✓		24600 VC	✓		26709 VC
✓		24601 VC	✓		27000 VC
✓		24603 VC	✓		27150 VC
✓		24605 VC	✓		27155 VC
✓		24606 VC	✓		27465 VC
✓		24607 VC	✓		27600 VC
✓		24608 VC	✓		27700 VC
✓		24951 VC	✓		27700 VC
✓		25100 VC	✓		27700 VC
✓		25253 VC	✓		29004 VC
✓		25300 VC	✓		27907 VC
✓		26311 VC			

SERVICE AND OTHER EQUIPMENT

✓	Flashlight	✓	Hydraulic Jack
✓	Wrecking Bar (Large Pry Bar)	✓	Metric and Standard Lug Wrenches
✓	Equivalent of Six 30-Minute Flares	✓	Rubber Mallet/Hub Cap Tool
✓	Trash Cans W/Absorbent	✓	Lockout Tools (Classes A and B)
✓	Shop Rags/Paper Towels	✓	Motorcycle Straps (Class A)
✓	Shop to Truck Communications (Not a CB radio)	✓	Sledge Hammer
✓	Fuel in Approved Containers (Classes A and B)	✓	Tool Kit
✓	Booster Battery or Hot Box		

TOWING EQUIPMENT

✓	Rating Plates	✓	Wrecker Controls
✓	Controls Labeled	✓	Throttle Control
✓	Wrecker Boom Assembly	✓	Hydraulic Rams, Hoses, Valves
✓	Wheel Lift Assembly	✓	Cable Sheaves
✓	Mounting Bolts	✓	Recovery Chain
✓	Winch:	Type:	

WHEEL LIFT

✓	Pivot Pin	✓	Cradler/Straps
✓	Wheel Tie Down Straps	✓	Grid/Fork
✓	"L" Bars	✓	Claw

CONVENTIONAL

✓	Tow Sling	✓	Sling Pads
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CAR CARRIER

✓	Carrier Bed Frame	✓	Bed Safety Lock
✓	Bed Hinges	✓	Loading Bridle
✓	Slide Pads		

VEHICLE SAFETY

✓	Steering	✓	Suspension
✓	Frame	✓	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER):
J. B. Turner 11397

DATE: 4/26/10

TOW OPERATOR'S SIGNATURE: 

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STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 5-04) / OPI 061

AREA NUMBER 535	COMPANY SAFEMATE TOWING SERVICES, INC. DBA BOBS TOWING	LEGEND P = Pass F = Fail		
YEAR 2006	MAKE CHEVY	MODEL ADA	LICENSE NUMBER 8R47886	VIN 1GBK7C1336F431165
G.W.W. 25,999	EQUIPMENT TYPE (CHECK APPROPRIATE BOX) <input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES

CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		VC	P	F		VC
✓		Current Registration	4000 VC	✓		Parking Brake	26451 VC
✓		Headlights	24400 VC	✓		Windshield	26700 VC
✓		Beam Indicator	24408 VC	✓		Windshield Wipers	26706 VC
✓		Taillamps	24600 VC	✓		Mirrors	26709 VC
✓		License Plate Lamp	24601 VC	✓		Horn	27000 VC
✓		Stop Lamps	24603 VC	✓		Exhaust System	27150 VC
✓		Rear Lamps W/Cord	24605 VC	✓		Fuel Cap	27155 VC
✓		Backup Lamps (1969+)	24606 VC	✓		Tire Tread	27465 VC
✓		Reflectors, Rear	24607 VC	✓		Fenders/Mud Guards	27600 VC
✓		Reflectors, Front and Side (1968+)	24608 VC	✓		Broom	27700 VC
✓		Turn Signals	24951 VC	✓		Shovel	27700 VC
✓		Clearance Lamps (>80" Wide)	25100 VC	✓		Fire Extinguisher 4B, C Rating	27700 VC
✓		Amber Warning Lights	25253 VC	✓		Safety Chains	29004 VC
✓		Warning Devices (Reflectors)	25300 VC	✓		Signs	27907 VC
✓		Service Brakes	26311 VC				

SERVICE AND OTHER EQUIPMENT

✓	Flashlight	✓	Hydraulic Jack
✓	Wrecking Bar (Large Pry Bar)	✓	Metric and Standard Lug Wrenches
✓	Equivalent of Six 30-Minute Flares	✓	Rubber Mallet/Hub Cap Tool
✓	Trash Cans W/Absorbent	✓	Lockout Tools (Classes A and B)
✓	Shop Rags/Paper Towels	✓	Motorcycle Straps (Class A)
✓	Shop to Truck Communications (Not a CB radio)	✓	Sledge Hammer
✓	Fuel in Approved Containers (Classes A and B)	✓	Tool Kit
✓	Booster Battery or Hot Box		

TOWING EQUIPMENT

✓	Rating Plates	✓	Wrecker Controls
✓	Controls Labeled	✓	Throttle Control
✓	Wrecker Boom Assembly	✓	Hydraulic Rams, Hoses, Valves
✓	Wheel Lift Assembly	✓	Cable Sheaves
✓	Mounting Bolts	✓	Recovery Chain
✓	Winch: _____ Type: _____		

WHEEL LIFT

✓	Pivot Pin	✓	Cradle/Straps
✓	Wheel Tie Down Straps	✓	Crad/Fork
✓	"L" Bars	✓	Claw

CONVENTIONAL

✓	Tow Sling	✓	Sling Pads
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CAR CARRIER

✓	Carrier Bed Frame	✓	Bed Safety Lock
✓	Bed Hinges	✓	Loading Bridle
✓	Slide Pads		

VEHICLE SAFETY

✓	Steering	✓	Suspension
✓	Frame	✓	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)

J. B. Turner 11397

DATE

4/26/10

TOW OPERATOR'S SIGNATURE

Destroy Previous Editions

c234b504.pdf

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A			
P	F	P	F
	Minimum 14,000 Pound GVWR Chassis		Tow Sling 3,000 Pounds (if Equipped)
	4-Ton Recovery Equipment Rating		Tow Chains 5/16" Alloy with J/T Hooks
	One 4-Ton Snatch Block		Safety Chains 5/16" Alloy or OEM Specifications
	Tow Dolly		Wheel Lift Rating - Extended 3,000 Pounds
	Steering Wheel Securement Device		4"X4"X48" & 4"X4"X60" Wood Crossbeams
	Wheel Lift Safety Straps		100' 3/8" 6x19 Cable or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

	Minimum 14,000 Pound GVWR Chassis		4 Safety Chains 5/16" Alloy or OEM Specifications
	50' 3/8" 6x19 Cable or OEM Specifications		4"X4"X48" & 4"X4"X60" Wood Crossbeams
	J/T Hook Loading Bridle Chains		

CLASS A CAR CARRIER TWO VEHICLE

	Minimum 16,001 Pound GVWR Chassis		4 Safety Chains 5/16" Alloy or OEM Specs. & 2 for Towed Veh.
	J/T Hook Loading Bridle Chains		Steering Wheel Securement Device
	50' 3/8" 6x19 Cable or OEM Specifications		4"X4"X48" & 4"X4"X60" Wood Crossbeams

CLASS B

	Minimum 19,501 Pound GVWR Chassis		Tow Sling 7,000 Pound Rating (if Equipped)
	14-Ton Recovery Equipment Rating		4"X4"X48" & 4"X4"X60" Wood Crossbeams
	150' 7/16" 6x19 Cable or OEM Specifications		Tow Chains 1/2" Alloy or OEM Specifications
	Safety Chains 1/2" Alloy or OEM Specifications		Wheel Lift Rating - Retracted 10,000 Pounds
	Two 8-Ton Snatch Blocks		Wheel Lift Rating - 85" Extension 8,000 Pounds
	Air Brakes or Hydraulic W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Safety Tie-Down Chains
	Axle Covers/Caps		Aluminum Tow Angles
			Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

<input checked="" type="checkbox"/>	Minimum 19,501 Pound GVWR Chassis	<input checked="" type="checkbox"/>	Steering Wheel Securement Device
<input checked="" type="checkbox"/>	50' 3/8" 6x19 Cable or OEM Specifications	<input checked="" type="checkbox"/>	4"X4"X48" & 4"X4"X60" Wood Crossbeams
<input checked="" type="checkbox"/>	J/T Hook Loading Bridle Chains	<input checked="" type="checkbox"/>	4 Safety Chains 5/16" Alloy or OEM Specs. & 2 for Towed Veh.

CLASS C

	Minimum 33,000 Pound GVWR Chassis		Tow Chains 5/8" Alloy or OEM Specifications
	25-Ton Recovery Equipment Rating		4"X4"X60" & 6"X6"X60" Wood Crossbeams
	200' 5/8" 6x19 Cable or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - Retracted 25,000 Pounds
	Two 12-Ton Snatch Blocks		Under Lift Rating - 100" Extension 12,000 Pounds
	Air Brakes W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles
	Axle Covers/Caps		Safety Tie-Down Chains
	Tow Sling 12,000 Pound Rating (if Equipped)		Tow Bar 12,000 Pound Rating

CLASS D

	Minimum 50,000 Pound GVWR Chassis		Tow Chains 5/8" Alloy or OEM
	30-Ton Recovery Equipment Rating		4"X4"X60" & 6"X6"X60" Wood Crossbeams
	250' 3/4" 6x19 Cable or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Hydraulic or Mechanical Winch(es)
	Two 12-Ton Snatch Blocks		Under Lift Rating - Retracted 32,000 Pounds
	Air Brakes W/Air Hookup Package		Under Lift Rating - 100" Extension 16,000 Pounds
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles
	Axle Cover/Caps		Safety Tie-Down Chains
	Tow Sling with 20,000 Pound Rating		Tow Bar 20,000 Pound Rating

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES	
FORMULA			
1/2 FAW:	x WB:	÷ BY OH:	= MLC.
CLASS OF VEHICLE BASED ON THE MLC			

DMV
A Public Service Agency

THIS VALIDATED PERMANENT TRAILER IDENTIFICATION (PTI) CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. PTI IS VALID FOR FIVE (5) YEARS FROM THE DATE OF CONVERSION OR FIRST OPERATION. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE A FACSIMILE COPY OF THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE NON-OPERATIONAL (PNO) STATUS OF A STORED VEHICLE.

IMMEDIATELY NOTIFY DMV IN PERSON OR BY MAIL ON THE PROPER DMV FORMS WHEN:

- * YOU CHANGE YOUR ADDRESS.
- * YOU SELL YOUR TRAILER.
- * YOU ARE INVOLVED IN AN ACCIDENT (WHETHER OR NOT IT WAS YOUR FAULT) WHEN THERE WAS OVER \$750 DAMAGE OR ANY BODILY INJURY OR DEATH.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - PTI OWNER INFORMATION *****

DMV
A Public Service Agency

PERMANENT TRAILER IDENTIFICATION CARD

MAKE	YR MODEL	YR 1ST SOLD	VL F CLASS	*YR	TYPE VEH	TYPE LIC	LICENSE NUMBER
NAT	2000	0000	AE	2010	42Y	PA	1WN9482
BODY TYPE MODEL	MP	MO	AX	WC	UNLADEN WT	VEHICLE ID NUMBER	
VARIED		RS	2	U	18100	5DDKM482XY10005C4	
TYPE VEHICLE USE	DATE ISSUED		CC/ALCO	DT FEE RECVD	PIC	USE TAX	EXP DATE:
TRAILER	05/11/10		19	05/11/10	3	73	PERM

REGISTERED OWNER

SAFeway TOWING SVC INC
DBA BOBS TOWING
19135 E SAN JOSE AVE

ROWLAND HTS
CA 91748

LIENHOLDER

AMOUNT DUE	AMOUNT RECVD
\$ 98.00	CASH : CHCK : CRDT :

F00 581 BZ 0009800 0024 CM F00 051110 PA 1WN9482 504

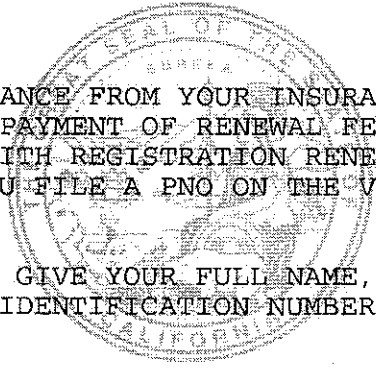


A Public Service Agency

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EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.



***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****



A Public Service Agency

REGISTRATION CARD VALID FROM: 06/30/2010 TO: 06/30/2011

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	*YR	TYPE VEH	TYPE LIC	LICENSE NUMBER
FORD	1983	0000	AX	1993	37Y	31	8U87698
BODY TYPE MODEL	MP	MO	AX	WC	UNLADEN/G/CGW	VEHICLE ID NUMBER	
UT	D	RU	2	D	30000	1FDMR64N5DVA40949	
TYPE VEHICLE USE	DATE ISSUED		CC/ALCO	DT FEE RECVD	PIC	STICKER ISSUED	
COMMERCIAL	07/01/10		19	07/01/10	9	Z6739361	

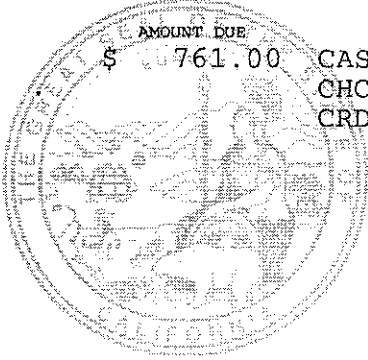
PR EXP DATE: 06/30/2010

REGISTERED OWNER
 SAFEWAY TOWING SVC DBA
 BOBS TOWING
 19135 SAN JOSE AVE

 ROWLAND HGHTS
 CA 91748

AMOUNT PAID \$ 761.00

AMOUNT DUE \$ 761.00 CASH :
 CHCK :
 CRDT :



LIENHOLDER

A Public Service Agency

THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

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WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****



A Public Service Agency

REGISTRATION CARD VALID FROM: 10/31/2009 TO: 10/31/2010

MAKE	YR MODEL	YR 1ST SOLD	VLP CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
CHEV	2009	2009	KV	32Y	31	8Y42008
BODY TYPE MODEL	MP	NO.	AX	WC	UNLADEN/G/CGW	VEHICLE ID NUMBER
VA	D	RV	2	B	20000	1GBE4E1949F400386
TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC		
COMMERCIAL	08/31/10	19	08/31/10	L		

PR EXP DATE: 10/31/2010

REGISTERED OWNER

SAFWAY TOWING SVC INC
DBA BOBS TOWING
19135 SAN JOSE AVE

AMOUNT PAID
\$ 15.00

ROWLAND HGTS
CA 91748

AMOUNT DUE	AMOUNT RECVD
\$ 15.00	CASH :
	CHCK :
	CRDT :

LIENHOLDER

SOVEREIGN BK
3 HUNTINGTON QUADRANGLE
STE 101N

MELVILLE
NY 11747

F10 656 10 0001500 0012 CM F10 083110 31 8Y42008 386

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 5-04) / OPI 051

AREA NUMBER 525	COMPANY SAFEWAY TOWING SERVICES, INC. DBA BOBS TOWING	LEGEND P = Pass F = Fail
YEAR 2009	MAKE CHEVY	MODEL 4500
GVWR 41,000	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)	VIN 1GB4E1949F400386
	<input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER	

REQUIREMENTS FOR ALL CLASSES

CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		VC	P	F		VC
✓		Current Registration	4000 VC	✓		Parking Brake	26451 VC
✓		Headlights	24400 VC	✓		Windshield	26700 VC
✓		Beam Indicator	24408 VC	✓		Windshield Wipers	26706 VC
✓		Taillamps	24600 VC	✓		Mirrors	26709 VC
✓		License Plate Lamp	24601 VC	✓		Horn	27000 VC
✓		Stop Lamps	24603 VC	✓		Exhaust System	27150 VC
✓		Rear Lamps W/Cord	24605 VC	✓		Fuel Cap	27155 VC
✓		Backup Lamps (1969+)	24606 VC	✓		Tire Tread	27465 VC
✓		Reflectors, Rear	24607 VC	✓		Fenders/Mud Guards	27600 VC
✓		Reflectors, Front and Side (1968+)	24608 VC	✓		Broom	27700 VC
✓		Turn Signals	24951 VC	✓		Shovel	27700 VC
✓		Clearance Lamps (>80" Wide)	25100 VC	✓		Fire Extinguisher 4B, C Rating	27700 VC
✓		Amber Warning Lights	25253 VC	✓		Safety Chains	29004 VC
✓		Warning Devices (Reflectors)	25300 VC	✓		Signs	27907 VC
✓		Service Brakes	26311 VC				

SERVICE AND OTHER EQUIPMENT

✓	Flashlight	✓	Hydraulic Jack
✓	Wrecking Bar (Large Pry Bar)	✓	Metric and Standard Lug Wrenches
✓	Equivalent of Six 30-Minute Flares	✓	Rubber Mallet/Hub Cap Tool
✓	Trash Cans W/Absorbent	✓	Lockout Tools (Classes A and B)
✓	Shop Rags/Paper Towels	✓	Motorcycle Straps (Class A)
✓	Shop to Truck Communications (Not a CB radio)	✓	Sledge Hammer
✓	Fuel in Approved Containers (Classes A and B)	✓	Tool Kit
✓	Booster Battery or Hot Box		

TOWING EQUIPMENT

✓	Rating Plates	✓	Wrecker Controls
✓	Controls Labeled	✓	Throttle Control
✓	Wrecker Boom Assembly	✓	Hydraulic Rams, Hoses, Valves
✓	Wheel Lift Assembly	✓	Cable Sheaves
✓	Mounting Bolts	✓	Recovery Chain
✓	Winch: _____ Type: _____		

WHEEL LIFT

✓	Pivot Pin		Cradle/Straps
✓	Wheel Tie Down Straps		Grid/Fork
✓	"L" Bars		Claw

CONVENTIONAL

✓	Tow Sling		Sling Pads
---	-----------	--	------------

CAR CARRIER

✓	Carrier Bed Frame	✓	Bed Safety Lock
✓	Bed Hinges	✓	Loading Bridle
✓	Slide Pads		

VEHICLE SAFETY

✓	Steering	✓	Suspension
✓	Frame	✓	Wheels

COMMENTS

INSPECTED BY NAME & I.D. NUMBER:

J. B. Turner 11397

DATE

4/26/10

TOW OPERATOR'S SIGNATURE

[Signature]

Destroy Previous Editions

52346504.pdf

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A	
P	F
	Minimum 14,000 Pound GVWR Chassis
	4-Ton Recovery Equipment Rating
	One 4-Ton Snatch Block
	Tow Dolly
	Steering Wheel Securement Device
	Wheel Lift Safety Straps
	Tow Sling 3,000 Pounds (if Equipped)
	Tow Chains 5/16" Alloy with J/T Hooks
	Safety Chains 5/16" Alloy or OEM Specifications
	Wheel Lift Rating - Extended 3,000 Pounds
	4"X4"X48" & 4"X4"X60" Wood Crossbeams
	100' 3/8" 6x19 Cable or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

	Minimum 14,000 Pound GVWR Chassis		4 Safety Chains 5/16" Alloy or OEM Specifications
	50' 3/8" 6x19 Cable or OEM Specifications		4"X4"X48" & 4"X4"X60" Wood Crossbeams
	J/T Hook Loading Bridle Chains		

CLASS A CAR CARRIER TWO VEHICLE

	Minimum 16,001 Pound GVWR Chassis		4 Safety Chains 5/16" Alloy or OEM Specs, & 2 for Towed Veh.
	J/T Hook Loading Bridle Chains		Steering Wheel Securement Device
	50' 3/8" 6x19 Cable or OEM Specifications		4"X4"X48" & 4"X4"X60" Wood Crossbeams

CLASS B

	Minimum 19,501 Pound GVWR Chassis		Tow Sling 7,000 Pound Rating (if Equipped)
	14-Ton Recovery Equipment Rating		4"X4"X48" & 4"X4"X60" Wood Crossbeams
	150' 7/16" 6x19 Cable or OEM Specifications		Tow Chains 1/2" Alloy or OEM Specifications
	Safety Chains 1/2" Alloy or OEM Specifications		Wheel Lift Rating - Retracted 10,000 Pounds
	Two 8-Ton Snatch Blocks		Wheel Lift Rating - 85" Extension 8,000 Pounds
	Air Brakes or Hydraulic W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Safety Tie-Down Chains
	Axle Covers/Caps		Aluminum Tow Angles
			Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

<input checked="" type="checkbox"/>	Minimum 19,501 Pound GVWR Chassis	<input checked="" type="checkbox"/>	Steering Wheel Securement Device
<input checked="" type="checkbox"/>	50' 3/8" 6x19 Cable or OEM Specifications	<input checked="" type="checkbox"/>	4"X4"X48" & 4"X4"X60" Wood Crossbeams
<input checked="" type="checkbox"/>	J/T Hook Loading Bridle Chains	<input checked="" type="checkbox"/>	4 Safety Chains 5/16" Alloy or OEM Specs, & 2 for Towed Veh.

CLASS C

	Minimum 33,000 Pound GVWR Chassis		Tow Chains 5/8" Alloy or OEM Specifications
	25-Ton Recovery Equipment Rating		4"X4"X60" & 6"X6"X60" Wood Crossbeams
	200' 5/8" 6x19 Cable or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - Retracted 25,000 Pounds
	Two 12-Ton Snatch Blocks		Under Lift Rating - 100" Extension 12,000 Pounds
	Air Brakes W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles
	Axle Covers/Caps		Safety Tie-Down Chains
	Tow Sling 12,000 Pound Rating (if Equipped)		Tow Bar 12,000 Pound Rating

CLASS D

	Minimum 50,000 Pound GVWR Chassis		Tow Chains 5/8" Alloy or OEM
	30-Ton Recovery Equipment Rating		4"X4"X60" & 6"X6"X60" Wood Crossbeams
	250' 3/4" 6x19 Cable or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Hydraulic or Mechanical Winch(es)
	Two 12-Ton Snatch Blocks		Under Lift Rating - Retracted 32,000 Pounds
	Air Brakes W/Air Hookup Package		Under Lift Rating - 100" Extension 16,000 Pounds
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles
	Axle Cover/Caps		Safety Tie-Down Chains
	Tow Sling with 20,000 Pound Rating		Tow Bar 20,000 Pound Rating

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLOADED	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES	
FORMULA			
1/2 FAW:	x WB:	+ BY OH:	= MLC
CLASS OF VEHICLE BASED ON THE MLC			

Destroy Previous Editions

c234b054 0/1

#7

THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

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WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****



REGISTRATION CARD VALID FROM: 04/30/2010 TO: 04/30/2011

MAKE	YR MODEL	YR 1ST SOLO	VLF CLASS	*YR	TYPE VEH	TYPE LIC	LICENSE NUMBER
RHT	1989	0000	CJ	2002	37Y	31	8D96774
TYPE MODEL	MP	MO	AX	WC	JNLADEN G/CGW	VEHICLE ID NUMBER	
K	D	QR	4	I	54999	1FUYDCYB7KH346459	
TYPE VEHICLE USE	DATE ISSUED		CC/ALCO	DT FEE RCVD	PIC	STICKER ISSUED	
COMMERCIAL	04/30/10		19	04/30/10	8	V3948741	

PR EXP DATE: 04/30/2010

REGISTERED OWNER
SAFWAY TOWING SERVICE INC
DBA BOBS TOWING
19135 SAN JOSE AVE

AMOUNT DUE	AMOUNT RCVD
\$ 1379.00	CASH :
	CHCK :
	CRDT :

AMOUNT PAID
\$ 1379.00

ROWLAND HTS
CA 91748

LIENHOLDER
SOVEREIGN BK
PO BX 254978

SACRAMENTO
CA 95865

H05 618 13 013 900 0046 CM H05 043010 31 8D96774 459

SAFETYNET DRIVER / VEHICLE INSPECTION REPORT



5028014

SPEC. PROJ. CODE

CHP 407F (Rev. 11-06) OPI 062

DATE 05/11/09	TIME START	LEVEL	LOC. CODE 525	BEAT 350	INSPECTED BY HERTEL	ID NUMBER 11688	TIME END
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DRIVER INFORMATION			
FIRST NAME NICHOLAS A.	MI M.	LAST NAME BALL	STATE CA

CARRIER INFORMATION			
CHP NO. CA - 211073	PUC NO.	ICC NO. MC -	DOT NO.
CARRIER NAME BOB'S TOWING		US DOT -	
STREET ADDRESS 5037 VALLEY BLVD	CITY INDUSTRIAL	STATE CA	ZIP CODE 91716

VEH	YEAR	MAKE	TYPE	AXLES	LICENSE NUMBER	STATE	EQUIPMENT NO.	DRIVER QUALIFICATIONS			
								COMPLIANCE	NO	O/S	DIS
1	89	Ford	56	4	8D96774	CA	7	Driver's License	A		
2								Medical Cert.	B		
3								Driver's Log	C		
4								Driver's Hours	D		

VEHICLE INSPECTION				DISPOSITION CODES				BRAKE ADJUST		HAZARDOUS MATERIALS INSPECTION							
COMPLIANCE		VEHICLE 1		1 - Repaired at Scene 2 - Towed / Escorted				Front	Left	Right	COMPLIANCE			NO	O/S	DIS	
NO	O/S	DIS	VEHICLE 2	VEHICLE 3	VEHICLE 4	NO	O/S	DIS	NO	O/S	DIS	NO	O/S	DIS	NO	O/S	DIS
Steering Components	E											Ship / Paper Manifest	HA				
Exhaust	F											HM License	HB				
Warning Devices	G											HM Registration	HC				
Low Air Warning Device	H											Placards	HD				
Air Loss - Unapplied	I											Packaging	HE				
Air Loss - Applied	J											Marking	HF				
Brake Adjustment	K											Labels	HG				
Brake Drums / Shoes	L											Loading / Securement	HH				
Other Brake Parts	M											Cargo / Portable Tanks	HI				
Fuel System	N											Safety Equipment	HJ				
Lighter / Stop / Turn	O											CCODES		RQZ	HW?		
Compression Devices	P													<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Wheels	Q													<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Tires	R													<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Flares	S													<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Suspension	T													<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Maintenance / Other	U													<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Registration	V													<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
CVSA STICKERS ISSUED	V-1		V-2		V-3		V-4							<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
NO. 215s ISSUED	CHP 215 NO.		OFFICER ID NO.		REGULATED VEHICLE		REVIEWED BY							<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		
NO. 281s ISSUED	CHP 281 NO.		OWNER'S RESPONSIBILITY		RESPONSIBLE PERSON									<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No		

COMMENTS

IN COMPLIANCE

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THE FORM

I have acknowledged that I have reviewed and received a copy of this report

DRIVER'S SIGNATURE

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
 CHP 234B (Rev. 5-04) / OPI 061

AREA NUMBER 525	COMPANY SAFEMART TOWING SERVICES, INC. DBA BOBS TOWING		LEGEND P = Pass F = Fail	
YEAR 1989	MAKE CENTURY	MODEL 9055	LICENSE NUMBER 8D96774	VIN 1FU7DCYB7KH346459
GVWR 54,000	EQUIPMENT TYPE (CHECK APPROPRIATE BOX) <input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES

CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		VC	P	F		VC
✓		Current Registration	4000	✓		Parking Brake	26451
✓		Headlights	24400	✓		Windshield	26700
✓		Beam Indicator	24408	✓		Windshield Wipers	26706
✓		Taillamps	24600	✓		Mirrors	26709
✓		License Plate Lamp	24601	✓		Horn	27000
✓		Stop Lamps	24603	✓		Exhaust System	27150
✓		Rear Lamps W/Cord	24605	✓		Fuel Cap	27155
✓		Backup Lamps (1989+)	24606	✓		Tire Tread	27465
✓		Reflectors, Rear	24607	✓		Fenders/Mud Guards	27600
✓		Reflectors, Front and Side (1968+)	24608	✓		Broom	27700
✓		Turn Signals	24951	✓		Shovel	27700
✓		Clearance Lamps (>80" Wide)	25100	✓		Fire Extinguisher 4B, C Rating	27700
✓		Amber Warning Lights	25253	✓		Safety Chains	29004
✓		Warning Devices (Reflectors)	25300	✓		Signs	27907
✓		Service Brakes	26311				

SERVICE AND OTHER EQUIPMENT

✓	Flashlight	✓	Hydraulic Jack
✓	Wrecking Bar (Large Pry Bar)	✓	Metric and Standard Lug Wrenches
✓	Equivalent of Six 30-Minute Flares	✓	Rubber Mallet/Hub Cap Tool
✓	Trash Cans W/Absorbent	✓	Lockout Tools (Classes A and B)
✓	Shop Rags/Paper Towels	✓	Motorcycle Straps (Class A)
✓	Shop to Truck Communications (Not a CB radio)	✓	Sledge Hammer
✓	Fuel in Approved Containers (Classes A and B)	✓	Tool Kit
✓	Booster Battery or Hot Box		

TOWING EQUIPMENT

✓	Rating Plates	✓	Wrecker Controls
✓	Controls Labeled	✓	Throttle Control
✓	Wrecker Boom Assembly	✓	Hydraulic Rams, Hoses, Valves
✓	Wheel Lift Assembly	✓	Cable Sheaves
✓	Mounting Bolts	✓	Recovery Chain
✓	Winch: _____ Type: _____		

WHEEL LIFT

✓	Pivot Pin	✓	Cradle/Straps
✓	Wheel Tie Down Straps	✓	Grid/Fork
✓	"L" Bars	✓	Claw

CONVENTIONAL

✓	Tow Slings	✓	Sling Pads
---	------------	---	------------

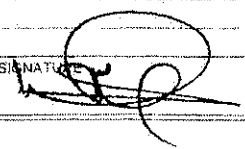
CAR CARRIER

✓	Carrier Bed Frame	✓	Bed Safety Lock
✓	Bed Hinges	✓	Loading Bridle
✓	Slide Pads		

VEHICLE SAFETY

✓	Steering	✓	Suspension
✓	Frame	✓	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER) J. B. Turner 11397	DATE 4/26/10	TOW OPERATOR'S SIGNATURE 
---	-----------------	---

Destroy Previous Editions

c234b504.pdf

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A			
P	F	P	F
			Minimum 14,000 Pound GVWR Chassis
			4-Ton Recovery Equipment Rating
			One 4-Ton Snatch Block
			Tow Dolly
			Steering Wheel Securement Device
			Wheel Lift Safety Straps
			Tow Sling 3,000 Pounds (if Equipped)
			Tow Chains 5/16" Alloy with J/T Hooks
			Safety Chains 5/16" Alloy or OEM Specifications
			Wheel Lift Rating - Extended 3,000 Pounds
			4"X4"X48" & 4"X4"X60" Wood Crossbeams
			100' 3/8" Cable or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE			
			Minimum 14,000 Pound GVWR Chassis
			50' 3/8" 6x19 Cable or OEM Specifications
			J/T Hook Loading Bridle Chains
			4 Safety Chains 5/16" Alloy or OEM Specifications
			4"X4"X48" & 4"X4"X60" Wood Crossbeams

CLASS A CAR CARRIER TWO VEHICLE			
			Minimum 16,001 Pound GVWR Chassis
			J/T Hook Loading Bridle Chains
			50' 3/8" 6x19 Cable or OEM Specifications
			4 Safety Chains 5/16" Alloy or OEM Specs, & 2 for Towed Veh.
			Steering Wheel Securement Device
			4"X4"X48" & 4"X4"X60" Wood Crossbeams

CLASS B			
			Minimum 19,501 Pound GVWR Chassis
			14-Ton Recovery Equipment Rating
			150' 7/16" 6x19 Cable or OEM Specifications
			Safety Chains 1/2" Alloy or OEM Specifications
			Two 8-Ton Snatch Blocks
			Air Brakes or Hydraulic W/Air Hookup Package
			Air Hoses and Fittings
			Steering Wheel Securement Device
			Axle Covers/Caps
			Tow Sling 7,000 Pound Rating (if Equipped)
			4"X4"X48" & 4"X4"X60" Wood Crossbeams
			Tow Chains 1/2" Alloy or OEM Specifications
			Wheel Lift Rating - Retracted 10,000 Pounds
			Wheel Lift Rating - 85" Extension 8,000 Pounds
			Wheel Lift Safety Straps
			Lift/Fork Adapters
			Safety Tie-Down Chains
			Aluminum Tow Angles
			Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE			
			Minimum 19,501 Pound GVWR Chassis
			50' 3/8" 6x19 Cable or OEM Specifications
			J/T Hook Loading Bridle Chains
			Steering Wheel Securement Device
			4"X4"X48" & 4"X4"X60" Wood Crossbeams
			4 Safety Chains 5/16" Alloy or OEM Specs. & 2 for Towed Veh.

CLASS C			
			Minimum 33,000 Pound GVWR Chassis
			25-Ton Recovery Equipment Rating
			200' 5/8" 6x19 Cable or OEM Specifications
			Safety Chains 5/8" Alloy or OEM Specifications
			Two 12-Ton Snatch Blocks
			Air Brakes W/Air Hookup Package
			Air Hoses and Fittings
			Steering Wheel Securement Device
			Axle Covers/Caps
			Tow Sling 12,000 Pound Rating (if Equipped)
			Tow Chains 5/8" Alloy or OEM Specifications
			4"X4"X60" & 6"X6"X60" Wood Crossbeams
			Pintle Hook
			Under Lift Rating - Retracted 25,000 Pounds
			Under Lift Rating - 100" Extension 12,000 Pounds
			Wheel Lift Safety Straps
			Lift/Fork Adapters
			Aluminum Tow Angles
			Safety Tie-Down Chains
			Tow Bar 12,000 Pound Rating

CLASS D			
✓		✓	Minimum 50,000 Pound GVWR Chassis
✓		✓	30-Ton Recovery Equipment Rating
✓		✓	250' 3/4" 6x19 Cable or OEM Specifications
✓		✓	Safety Chains 5/8" Alloy or OEM Specifications
✓		✓	Two 12-Ton Snatch Blocks
✓		✓	Air Brakes W/Air Hookup Package
✓		✓	Air Hoses and Fittings
✓		✓	Steering Wheel Securement Device
✓		✓	Axle Cover/Caps
✓		✓	Tow Sling with 20,000 Pound Rating
			Tow Chains 5/8" Alloy or OEM
			4"X4"X60" & 6"X6"X60" Wood Crossbeams
			Pintle Hook
			Hydraulic or Mechanical Winch(es)
			Under Lift Rating - Retracted 32,000 Pounds
			Under Lift Rating - 100" Extension 16,000 Pounds
			Lift/Fork Adapters
			Aluminum Tow Angles
			Safety Tie-Down Chains
			Tow Bar 20,000 Pound Rating

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES	
FORMULA			
1/2 FAW:	x WB:	÷ BY OH:	= MLC:
CLASS OF VEHICLE BASED ON THE MLC			

STATE OF CALIFORNIA - DEPARTMENT OF TRANSPORTATION
ANNUAL TRANSPORTATION PERMIT

217-BS 167755 (REV 8-99)

IN COMPLIANCE WITH YOUR REQUEST AND SUBJECT TO ALL THE TERMS, CONDITIONS AND RESTRICTIONS WRITTEN BELOW AND THE ACCOMPANIMENTS, PERMISSION IS HEREBY GRANTED.

CUSTOMER NO. NAME: B-2184.000 BOB'S TOWING

ADDRESS: 19135 E. SAN JOSE AVE.
 CITY / STATE / ZIP: ROWLAND HEIGHTS, CA 91748

OFFICE PHONE NUMBER (Include Area Code / Ext): (626) 965-2407 x
 FAX PHONE NUMBER (Include Area Code): (626) 912-2477

PERMIT VALID:
 FROM: 3/16/2010
 AT: 12:01 AM
 THRU: 3/15/2011

PERMIT NUMBER

CALTRANS SOUTH

THIS PERMIT IS NOT VALID WITHOUT THE FOLLOWING ACCOMPANIMENTS.

- MOVING AUTHORIZED:
- PERMIT CONDITIONS 2007
 - TOW TRUCK CONDITIONS
 - GREEN WEIGHT MAPS
- SATURDAY: Yes
 SUNDAY: Yes
 DARKNESS: Yes

AUTHORIZATION IS GRANTED FOR THE FOLLOWING:

TOW DISABLED VEHICLE OR COMBINATION OF VEHICLES WHICH ARE OF LEGAL SIZE AND ALLOWABLE WEIGHT AS DEFINED IN DIVISION 15 OF THE CALIFORNIA VEHICLE CODE

2477 TRAVEL CONDITIONS

DESCRIPTION OF HAULING EQUIPMENT
 VIN # KH346459

FOR 3 AXLE TOW TRUCK

RADIUS MAP S04

VEHICLE WIDTH:	LEGAL	KINGPIN TO LAST AXLE:				LEGAL	COMB VEH LENGTH:			UNLIMITED / 35401(C) CVC
AXLE NUMBER	1	2	3	4	5	6	7	8	9	
NUMBER OF TIRES PER AXLE	2	4	4	*	*	*	*	*	*	
DISTANCE BETWEEN AXLES	13' 9" MIN	4' 6"	*	*	*	*	*	*	*	
WIDTH OF AXLES AT TIRE SIDEWALL		ALL	AXLES	LEGAL						
MAXIMUM ALLOWABLE WEIGHT	20,000	40,495	(REFER TO SPECIAL CONDITIONS FOR TOW TRUCK)							
LOADED DIMENSIONS GREATER THAN THOSE SHOWN BELOW OR WEIGHTS EXCEEDING THOSE SHOWN ABOVE ARE NOT AUTHORIZED										
LOADED HEIGHT	LEGAL	LOADED WIDTH	LEGAL	LOADED OVERALL LENGTH	VARIABLE	LOADED OVERHANG	LEGAL			
ORIGIN:	NOT APPLICABLE			DESTINATION		NOT APPLICABLE				

AUTHORIZED STATE HIGHWAYS - CITY AND/OR COUNTY PERMITS MAY BE REQUIRED.

ROUTE: THIS PERMIT IS GOOD FOR ALL STATE HIGHWAYS, OVERCROSSINGS, UNDERCROSSINGS, AND INTERSECTIONS OF STATE HIGHWAYS, WITHIN A 100 MILE RADIUS OF

ROWLAND HEIGHTS

OR STATEWIDE WHEN TOWING A SINGLE VEHICLE EXCEPT FOR THOSE SHOWN IN RED ON THE ATTACHED "GREEN WEIGHT MAP"

THIS VEHICLE IS AUTHORIZED TO RETRIEVE A DISABLED OR ABANDONED VEHICLE ON A PROHIBITED ROUTE AND RETURN TO THE AUTHORIZED ROUTE BY THE SHORTEST MOST DIRECT ROUTE

* DISABLED LEGAL VEHICLE

PILOT CAR: NONE REQUIRED

CASH, CHECK, CREDIT CARD, CHARGE OR EXEMPT INFORMATION: NONE
 FEE: \$90.00
 NUMBER OF TRIPS: MULTIPLE

CREDIT CARD: 2555

APPLICANT SIGNATURE: DATE

AUTHORIZED STATE REPRESENTATIVE: V Rogers

DATE: 3/16/2010

THIS IS AN ANNUAL PERMIT AND IS NOT VALID IF COPIED OR FAXED

FOR INQUIRIES REGARDING THIS PERMIT CALL CALTRANS SOUTH REGION OFFICE AT (909) 383-4637 217-BS

ATTACHMENT

E

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 12-08) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) BANDAR AL-BADAWI	SOCIAL SECURITY NUMBER [REDACTED]	DATE OF BIRTH [REDACTED]
--	--------------------------------------	-----------------------------

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN EXCLUDING CALIFORNIA DURING LAST SEVEN (7) YEARS

COMPANY NAME SAFEWAY TOWING SERVICES, INC DBA BOB'S TOWING	JOB TITLE AND POSITION DRIVER
--	---

DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE 10-30-12	LICENSE CLASS AM1	EXPIRES BY MONTH 11
-------------------------------------	--------------------	------------------------------------	-----------------------------	-------------------------------

MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE 10-30-11
--	--

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CLASSIFICATION



Class A: 24	Class B: 24	Class C: 20	Class D: 20
--------------------	--------------------	--------------------	--------------------

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV FULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--

IF YES, EXPLAIN CIRCUMSTANCES, INCLUDE CRIMES COMMITTED, SECTIONS VIOLATED, DATE OF CONVICTIONS, COUNTRY, STATE, AND COUNTY WHERE CRIMES WERE COMMITTED (USE ADDITIONAL PAGES IF NECESSARY)

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR/OWNER'S SIGNATURE 	DATE 7-16-10	
TOW DRIVER'S SIGNATURE 	DATE 7-16-10	
RECEIVING OFFICER'S NAME	ID NUMBER	DATE

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form

PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1788.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only. However, the processing of this document may be hampered if you do not supply your social security number

MEDICAL EXAMINER'S CERTIFICATE
 I Certify that I have examined **SANDRA ALBERTSON**
 in accordance with the Federal Motor Carrier Safety Regulations
 (49CFR391.41-391.49) and with knowledge of the driving rules,
 I find this person qualified, and, if applicable, only when:

- wearing corrective lenses
- wearing hearing aid
- accompanied by a _____
- possessed by a valid Performance Evaluation Certificate (PEC)
- issued by operator of 49 CFR 391.51
- driving within an exempt territory zone (49 CFR 391.53)

The information I have provided regarding this physical examination
 is true and correct. A complete exemption from any
 requirement provided my finding, competency and correctly and is
 as set in the table.

Signature of Medical Examiner: _____ Date: _____
 (128) 820-0600 10-14-11
 Medical Examiner's License No. _____
HUMBERTO L. PAGAN
 Medical Examiner's License No. _____
 DC 23841 CA
 State of California
 County of _____
 City of _____
 10/14/11
 CA 21A (REV. 6/2007)

DMV CALIFORNIA DMV

COMMERCIAL DRIVER LICENSE

EXPIRES

CLASS: A M1
ENDOR: F1



BANDAR KHALED ALBADANI



SEX

HAIR

HT

WT

DOB

12/19/2008 2:12 PM 12/12



A PUBLIC SERVICE AGENCY

IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

44690 ALBADAWI, BANDAR KHALED

DRIVER RECORD INFORMATION

ISSUER LICENSE F.O. BATES NO. TYPE APP. DATE MISC. INFO. SUBMITTED BY REQUESTER REQ. CODE RECORD DATE

1 ID CARD # [REDACTED] R7739 013109

THOATE SEX HEIGHT WEIGHT EYES HAIR

DMV USE ONLY

CL DD2 01/31 BLK CRT

DRIVER LICENSE INFORMATION

CLASS A&M1

ISSUED 010908 EXPIRES 103012

RESTRICTIONS

DUP. LIC. ISSUED LIC. HELD 1203

ITEM	VIOLATION OR ACC. DATE	CONVICTION DATE	SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S)	STATUTE	COURT DISPOSITION			LOCATION OF COURT OR ACCIDENT REPORT NUMBER	VEHICLE LICENSE
					JAIL OR CYA	TYPE	AMT		
ACC 092706			DIAMOND BAR WESTMINSTER 21453A	VC				19000028345	5E52552
ACC 041107		012809	CDL DMV POINT COUNT 1	OTH				19430 WEST COVINA	5R91256
ABST 121707		012809	4000A1, 40508A DMV POINT COUNT 0	VC				19432 CHATSWORTH	5R91256
ABST 101608		012809							4YCR344

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

TSA CLEARANCE APPROVED HAZARDOUS MATERIALS ENDORSEMENT EXPIRES: 12-19-13

MEDICAL EXPIRES 10-15-09

DOUBLES/TRIPLES ENDORSEMENT HAZARDOUS MATERIALS ENDORSEMENT TANK VEHICLE ENDORSEMENT

SEE REVERSE FOR EXPLANATION OF CODES

BOBS TOWING
CHARLIE BANDAR
19135 E SAN JOSE AVE
ROWLAND HTS CA 91748

DEPARTMENT ACTION	MAIL ORDER DATE	EFFECTIVE DATE	AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION	THRU DATE OR TERM	REASON FOR ACTION		SERVICE OF ORDER	
					TYPE	DATE	FR FILE NUMBER	
NONE TO REPORT			---	---	---	---	---	---

[Handwritten Signature] 2-9-09



IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

ALBADAWI, BANDAR KHALED
(CONTINUED FROM PREVIOUS PAGE)

DRIVER RECORD INFORMATION

ISSUE DATE: [REDACTED] EXPIRES: [REDACTED]

TYPE: [REDACTED] DATE: [REDACTED]

REG CODE: R7739 RECORD DATE: 013108

HAIR: [REDACTED] EYES: [REDACTED]

HEIGHT: [REDACTED] WEIGHT: [REDACTED]

DMV USE ONLY

DRIVER LICENSE INFORMATION

RESTRICTIONS: [REDACTED]

ISSUED: [REDACTED] EXPIRES: [REDACTED]

DMV LIC ISSUED: [REDACTED] LIC WELD: [REDACTED]

VIOLATION OR ACC DATE	CONVICTION DATE	SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S)	STATURE	COURT DISPOSITION			LOCATION OF COURT OR ACCIDENT REPORT NUMBER	CASE NUMBER
				TYPE	JAIL OR CVA	AMT		

BY ALL DRIVERS (DOWN 49D-1) DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

TOW TRUCK DRIVER CERT EXP 10/30/12

*NOTIFICATION OF ACTIVITY PER REQUEST

BOBS TOWING
CHARLIE BANDAR
19135 E SAN JOSE AVE
ROWLAND HTS CA 91748

SEE
PAGE 2
EXPLAIN
OF CODE

DEPARTMENT ACTION	ANAL CODE	EFFECTIVE DATE	ACTIVITY SECTION(S) OR OTHER STATE TOWING ACTION	SPED DATE OR IFAN	REASON FOR ACTION	SERVICE ORDER TYPE	DATE	ORDER NUMBER

[Signature]
2.9.08

Heavy Duty Towing & Recovery Course Certificate of Completion

Earned by

Bandar Charlie Al

For successful completion of Wes Wilburn Consulting
16-Hour Hands-on Heavy Duty Towing
& Recovery Certification Course
On this 8th of February, 2009



Stephanie Riggbee
Testing Administrator

Wes Wilburn
Instructor Wes Wilburn



Miller Industries Rotator "Ring Leaders" Training Seminar

This Participation Certificate is awarded to

Bandar Albadawi Charlie

For attendance at the Miller Rotator Training Course
In Arlington, Texas on October 24th & 25th, 2007

We acknowledge that he has successfully completed a course on numerous aspects of Rotator Design, Specifications, and Manufacturing Processes, and demonstrates the understanding necessary to recognize quality towing and recovery equipment. This Certificate of Achievement is presented upon completion of the course, as part of the Miller Industries Continuing Education of Industry Professionals.

Thomas Luciano

Thomas Luciano - Instructor
Miller Industries Towing Equipment Inc.

John L. Hawkins

John L. Hawkins - Vice President of Large Wrecker Sales
Miller Industries Towing Equipment Inc.

**On Behalf of the
CALIFORNIA TOW TRUCK ASSOCIATION
TOW TRUCK DRIVER TRAINING PROGRAM**

BANDAR ALBANDAWI

Is presented with this Certificate of Achievement
Based upon completion of required attendance

in the

Heavy Duty Recovery Course

Dated this

27th

Day of

APRIL

19 97

Steve Cardinale

Instructor
Steve Cardinale

Richard Chappel

Executive Director
Richard Chappel

CERTIFICATE NO. H 0684

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 12-08) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) MIKE ALEXANDRO	SOCIAL SECURITY NUMBER*	DATE OF BIRTH
--	-------------------------	---------------

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

COMPANY NAME SAFeway TOWING SERVICES DBA BOB'S TOWING	JOB TITLE/POSITION DRIVER
---	-------------------------------------

DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE 10-30-14	ENDORSEMENTS A
-------------------------------------	--------------------	------------------------------------	--------------------------

MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE
--	-------------------------------------

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:

Class A:	Class B:	Class C:	Class D:
----------	----------	----------	----------

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV FULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A Misdemeanor OR FELONY? <input type="checkbox"/> YES <input type="checkbox"/> NO
---	---

IF YES, EXPLAIN CIRCUMSTANCES (INCLUDE CRIMES COMMITTED, SECTIONS VIOLATED, DATE OF COURT ORDER, COUNTY, STATE, AND COUNTY WHERE TRIAL WAS COMMITTED) (USE ADDITIONAL PAGES IF NECESSARY)

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR/OWNER'S SIGNATURE 	DATE 7/16/10
---	------------------------

TOW DRIVER'S SIGNATURE	DATE
------------------------	------

RECEIVING OFFICER'S NAME	ID NUMBER	DATE
--------------------------	-----------	------

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

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CALIFORNIA

COMMERCIAL DRIVER LICENSE

EXPIRES 10-28-14

CLASS: A
ENDORSEMENT



MIKE ALEXANDRO



SEX: M HAIR: [REDACTED] EYES: [REDACTED]
HT: [REDACTED] WT: [REDACTED] DOB: [REDACTED]

[Signature]
10/28/2009 018 MI 1271A



IDENTIFICATION OF DRIVER BASED ON INFORMATION SUBMITTED

ALEXANDRO, MIKE

DRIVER RECORD INFORMATION

DRIVERS LICENSE OR ID CARD # [REDACTED] F.O. BATES NO. [REDACTED] DATE [REDACTED] MISC. INFO. SUBMITTED BY REQUESTER 12 MO. DRIVER REC. R7739 REQ. CODE R7739 RECORD DATE 09/16/10

DMV USE ONLY

CL 12M 09/16 BLK PUL
VOL REQ

DRIVER LICENSE INFORMATION

CLASS A COMM 103009 ISSUED 103014 EXPIRES 103014 EXT. RB1 RESTRICTIONS DUP. LIC. ISSUED LIC. HELD 2203

ITEM	VIOLATION OR ACC. DATE	CONVICTION DATE	SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S)	STATUTE	COURT DISPOSITION			DOCKET, CITATION OR FR FILE NUMBER	LOCATION OF COURT OR ACCIDENT REPORT NUMBER	VEHICLE LICENSE
					TYPE	JAIL OR CVA	AMT.			
ABST	110608	072909	21703 DMV POINT COUNT 1	VC				03727JU	19475 POMONA	8P44597

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

M I S C
 MEDICAL EXPIRES 03-31-12
 TANK VEHICLE ENDORSEMENT
 TOW TRUCK DRIVER CERT EXP 10/30/14

SEE REVERSE FOR EXPLANATION OF CODES

BOBS TOWING
 CHARLIE BANDAR
 19135 E SAN JOSE AVE
 ROWLAND HTS CA 91748

DEPARTMENT ACTION	MAIL ORDER DATE	EFFECTIVE DATE	AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION	THRU DATE OR TERM	REASON FOR ACTION		FR FILE NUMBER
					TYPE	DATE	
NONE TO REPORT							

01/02/10

Heavy Duty Towing & Recovery Course Certificate of Completion

Earned by

Mike Alexandro

For successful completion of Wes Wilburn Consulting
16-Hour Hands-on Heavy Duty Towing
& Recovery Certification Course
On this 8th of February, 2009



Stephanie Riggsbee
Testing Administrator

Wes Wilburn
Instructor Wes Wilburn

Certificate of Completion

Presented to

Mike Alexandra

Operating Procedures Light Duty

5/9/07

Date

[Signature]

Contract Station Instructor

[Signature]

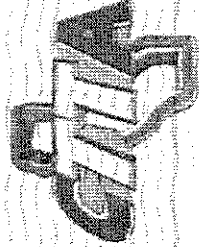
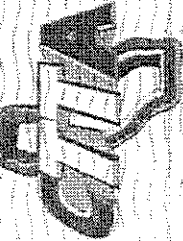
Contract Station Instruction Manager

[Signature]

ERS Group Manager

CALIFORNIA TOW TRUCK ASSOCIATION

Certificate of Achievement



THIS CERTIFIES THAT

Mike Alexandro

HAS SUCCESSFULLY COMPLETED THE COURSE
HEAVY DUTY LEVEL VI

ISSUED BY THE

CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

PRESENTED: 9/28/2008

CERTIFICATE NO. JE6-12512

EXPIRES: 9/29/2011

Steve Cardinale, Training Director

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 12-08) OPI 082

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) MUATAZ BANDAR AL-BADAWI	SOCIAL SECURITY NUMBER*	DATE OF BIRTH
---	-------------------------	---------------

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS:

COMPANY NAME SAFeway TOWING SERVICES DBA BOB'S TOWING DRIVER	JOB TITLE/REGISTRATION
--	------------------------

DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE 6-11-11	LICENSE CLASS A	ENDORSEMENTS
-------------------------------------	--------------------	-----------------------------------	---------------------------	--------------

MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE 8-5-10
--	--

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CLASSSES

Class A: 4	Class B:	Class C: 6	Class D:
-------------------	----------	-------------------	----------

OPERATOR/DRIVER PRESENTLY ENROLLED IN DAY PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--

IF YES, EXPLAIN CIRCUMSTANCES, INCLUDE CRIMES COMMITTED, SECTIONS VIOLATED, DATE OF CONVICTION, COUNTRY, STATE, AND COUNTY WHERE CRIMES WERE COMMITTED. (USE ADDITIONAL PAGES IF NECESSARY)

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31

OPERATOR/OWNER'S SIGNATURE 	DATE 7-15-10
--------------------------------	------------------------

TOW DRIVER'S SIGNATURE 	DATE 7-15-10
----------------------------	------------------------

RECEIVING OFFICER'S NAME	ID NUMBER	DATE
--------------------------	-----------	------

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

*PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

MEDICAL EXAMINER'S CERTIFICATE

I Certify that I have examined MUSTA? ALBADOVI
 in accordance with the Federal Motor Carrier Safety Regulations
 49CFR391.41-391.49 and with knowledge of the driving duties,
 I find this person qualified: yes, if applicable, only where:

- wearing corrective lenses.
- wearing hearing aid.
- accompanied by a _____, vehicle inspector.
- accompanied by a 2nd Performance Evaluation Certificate (PEC).
- notified by operator of 49 CFR 391.44.
- driving within an exempt roadway zone. 49 CFR 391.43.

The information I have provided regarding this physical examination
 is true and complete. I complete this section in full with any
 attachment and/or my being completely and correctly and in
 my file in my office.

Signature of Medical Examiner: Humberto Pazan
 License No. DC 22941 CA
 Date: 8-5-10

DL 87A (REV. 6/2002)

DMV CALIFORNIA *DMV*
COMMERCIAL DRIVER LICENSE
 CLASS (A) DECOR 11 EXPIRES 08/11/11
 MUSTAZ, MUSTAZ ALBADOVI
 SEX: M HAIR: B EYES: B
 HT: 5-8 WT: 160
 RSTR: 24
[Signature]
DMV (P) 2007 104 1/3 01 10/11



IDENTIFICATION OF DRIVER BASED
ON INFORMATION SUBMITTED

ALBADAMI, HUATAZ BANDAR

DRIVER RECORD INFORMATION
DRIVER LICENSE NO. [REDACTED] DATE [REDACTED] REC CODE [REDACTED] RECORD DATE [REDACTED]

87739 112509

DMV USE ONLY

CL DEJ 11/25 BLK CRT

DRIVER LICENSE INFORMATION

CLASS A COMHL 03D607 061111

RESTRICTIONS 0345

VIOLATION DOB DATE
ABST 062007 120307 22349A
ABST 051209 091409 22349A

COURT DISPOSITION

STATEMENT TYPE
VC VC
VC VC

VIOLATION DOB DATE
ABST 062007 120307 22349A
ABST 051209 091409 22349A

VIOLATION DOB DATE
ABST 062007 120307 22349A
ABST 051209 091409 22349A

VIOLATION DOB DATE
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ABST 051209 091409 22349A

VIOLATION DOB DATE
ABST 062007 120307 22349A
ABST 051209 091409 22349A

VIOLATION DOB DATE
ABST 062007 120307 22349A
ABST 051209 091409 22349A

ACTS FOR WHICH THIS DRIVER IS RESPONSIBLE
M MEDICAL EXPIRES 08-05-10
I DOUBLES/TRIPLES ENDORSEMENT
S LOW TRUCK DRIVER CERT EXP 06/11/11
C *NOTIFICATION OF ACTIVITY PER REQUEST

BOYS TOWING
CHARLIE BANDAR
19135 E SAN JOSE AVE
ROWLAND HTS CA 91748

VIOLATION DOB DATE
ABST 062007 120307 22349A
ABST 051209 091409 22349A

VIOLATION DOB DATE
ABST 062007 120307 22349A
ABST 051209 091409 22349A

VIOLATION DOB DATE
ABST 062007 120307 22349A
ABST 051209 091409 22349A

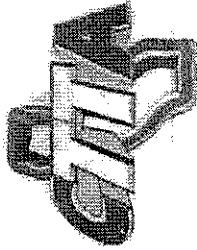
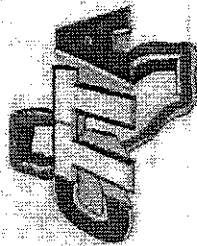
VIOLATION DOB DATE
ABST 062007 120307 22349A
ABST 051209 091409 22349A

VIOLATION DOB DATE
ABST 062007 120307 22349A
ABST 051209 091409 22349A

VIOLATION DOB DATE
ABST 062007 120307 22349A
ABST 051209 091409 22349A

VIOLATION DOB DATE
ABST 062007 120307 22349A
ABST 051209 091409 22349A

CALIFORNIA TOW TRUCK ASSOCIATION
Certificate of Achievement



THIS CERTIFIES THAT

Taz Al-Badawi

HAS SUCCESSFULLY COMPLETED THE COURSE
HEAVY DUTY LEVEL VI

ISSUED BY THE
CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

PRESENTED: 6/24/2007

CERTIFICATE NO. PA6-12259

EXPIRES: 6/24/2010

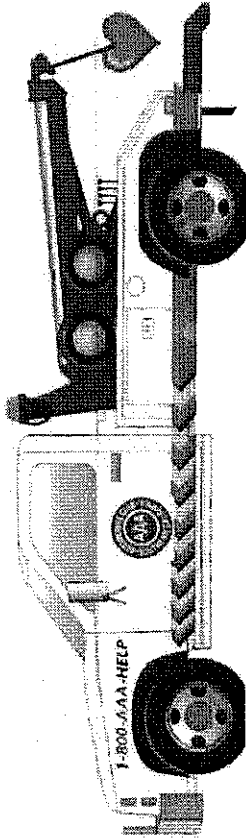
A handwritten signature in black ink, appearing to read 'Steve Cardinale'.

Steve Cardinale, Training Director

Certificate of Completion

Presented to

TAZ ALBADAWI



Highway Heroes Have H.E.A.R.T.

March 6, 2008

Date

Don Elwood

Contract Station Instructor



Fanny Koutler

ERS Group Manager

[Signature]

Contract Station Instruction Manager

Certificate of Completion

Presented to

Muataz Al Bodaoui

Operating Procedures Light Duty

5/9/07

Date

[Signature]

Contract Station Instructor

[Signature]

Contract Station Instruction Manager

[Signature]

EICS Group Manager

Advanced Level Heavy Duty Tanker Recovery Certificate of Completion

Earned by

TAZ Albadawi

For successful completion of Tom Luciano & Wes Wilburn's
24-hour Advanced Level Heavy Duty Tanker Recovery
Hands-On Training & Certification Course

On this 21st day of February, 2010



C. Thomas Luciano

Instructor

Wes Wilburn

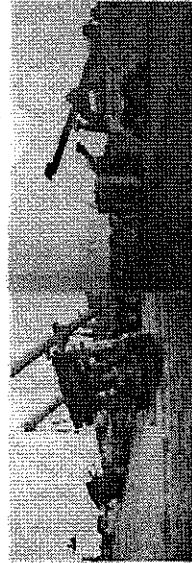
Instructor

Heavy Duty Towing & Recovery Course Certificate of Completion

Earned by

Taz B. Al-Badawi

For successful completion of Wes Wilburn Consulting
16-Hour Hands-on Heavy Duty Towing
& Recovery Certification Course
On this 8th of February, 2009



Stephanie Riggsbee
Testing Administrator

Wes Wilburn
Instructor Wes Wilburn

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 12-08) DPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (LAST, FIRST, MIDDLE) Miguel Vasquez [REDACTED] [REDACTED]
 ST. AL. ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA

COMPANY NAME Saturday Towing Service DBA Bob's Towing DRIVER
 DRIVER LICENSE NUMBER CA 9-7-10 A

MEDICAL CERTIFICATE
 YES NO 2-7-11

NUMBER OF YEARS EXPERIENCE AS A TOW OPERATOR/DRIVER IN THE STATE OF CALIFORNIA
 Class A 18 Class B 18 Class C 18 Class D 18

OPERATOR/DRIVER PRESENTLY EMPLOYED BY (OWN FULL NOTICE PERIOD)
 YES NO YES NO

IF YES EXPLAIN CIRCUMSTANCES (INCLUDE DRIVER'S DOWM TIME) (USE ADDITIONAL PAGES IF NECESSARY)

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR/OWNER'S SIGNATURE [Signature] DATE 4-30-10
 DRIVER'S SIGNATURE [Signature] DATE 4-29-10
 RECEIVING OFFICER'S NAME _____ IO NUMBER _____ DATE _____

FOR CHP USE ONLY
 APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.
 * PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only however, the processing of this document may be hampered if you do not supply your social security number.

California Tow Truck Association

"Promoting professionalism in the towing industry"

Heavy Duty Level 6 Training

Tow Operator:

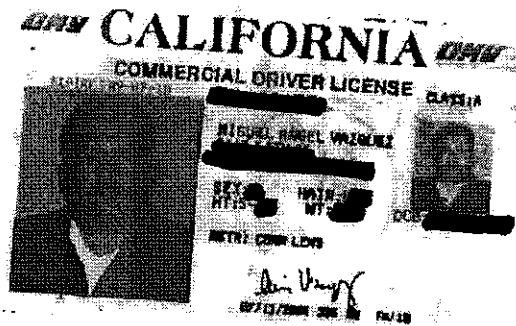
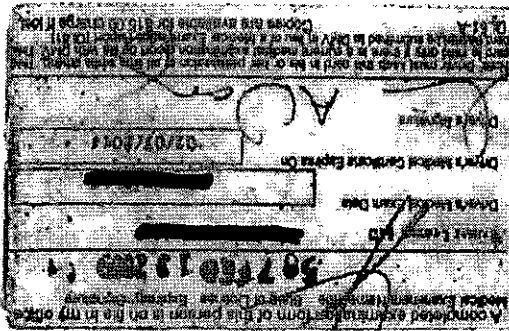
Miguel Vazquez

Issued: 6/24/2007

Certificate #: 12284

Expires: 6/24/2010





TOW OPERATOR/DRIVER INFORMATION

CHP 234F (REV 8-04) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)

Philip Robert Doucette

EGS



LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

COMPANY NAME

SAFeway TOWING SERVICES DBA BOB'S TOWING INC.

JOB TITLE CLASSIFICATION

DRIVER

DRIVER LICENSE NUMBER



STATE

EXPIRATION DATE

LICENSE CLASS ENDORSEMENTS

CA

2-1-12

C

MEDICAL CERTIFICATE

MEDICAL CERTIFICATE EXPIRATION DATE

YES NO

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES

Class A:

10

Class B:

Class C:

Class D:

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?

YES NO

OPERATOR/DRIVER EVER BEEN CONVICTED OF A CRIME?

YES NO

IF YES, EXPLAIN CIRCUMSTANCES, INCLUDE CRIMES COMMITTED, SECTIONS VIOLATED, DATE OF CONVICTIONS, COUNTRY, STATE, AND COUNTY WHERE CRIMES WERE COMMITTED. (USE ADDITIONAL PAGES IF NECESSARY)

I certify that the above information is true and correct, and that no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE

DATE

3-4-10

TOW DRIVER'S SIGNATURE

DATE

3-30-10

RECEIVING OFFICER'S NAME

ID NUMBER

DATE

FOR CHP USE ONLY

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form

Use Previous Editions Until Deleted



PHI. TO ROBERT DOUCETTE

SEX: [REDACTED] HAIR: [REDACTED] EYES: [REDACTED]
HT: 5- [REDACTED] WT: [REDACTED] DOB: [REDACTED]

ASTR: CORR LENS

Phil Doucette

03/20/2007 087 12 FD/12

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (REV 8-04) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)
Hickmat Aisarama
LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

DOB [REDACTED]

COMPANY NAME
SAFEWAY TOWING SERVICES DBA BOB'S TOWING INC.

JOB TITLE/CLASSIFICATION
DRIVER
STATE: **CA** EXPIRATION DATE: **8-2-10** LICENSE CLASS: **C** ENDORSEMENTS:

MEDICAL CERTIFICATE
 YES NO MEDICAL CERTIFICATE EXPIRATION DATE:

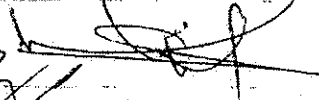
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES
Class A: **0** Class B: **0** Class C: **3** Class D: **0**

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV FULL NOTICE PROGRAM? YES NO
OPERATOR/DRIVER EVER BEEN CONVICTED OF A CRIME? YES NO

IF YES, EXPLAIN CIRCUMSTANCES, INCLUDE CRIMES COMMITTED, SECTIONS VIOLATED, DATE OF CONVICTIONS, COUNTRY, STATE, AND COUNTY WHERE CRIMES WERE COMMITTED (USE ADDITIONAL PAGES IF NECESSARY)

I certify that the above information is true and correct, and that no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE 

DATE
3-15-10

TOW DRIVER'S SIGNATURE 

DATE
3-3-10

RECEIVING OFFICER'S NAME ID NUMBER

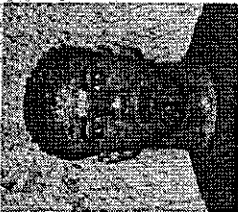
DATE

FOR CHP USE ONLY
 APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form

Use Previous Editions Until Depleted

EXPIRES 08-02-10



DRIVER LICENSE

HIKMAT N'D ALSARAH

SEX: [REDACTED] HAIR: [REDACTED]
HT: [REDACTED] WT: [REDACTED]

CLASS: [REDACTED]

DOB: [REDACTED]

Hikmat N' Al Saraha
12/11/2008 643 07 FD/10

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (REV 8-04) OPI 061

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)

Angel Perez

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

COMPANY NAME

SAFEWAY TOWING SERVICES DBA BOB'S TOWING INC.

JOB TITLE/CLASSIFICATION

DRIVER

DRIVER LICENSE NUMBER

STATE

EXPIRATION DATE

LICENSE CLASS

ENDORSEMENTS

CA

4-20-13

C

MEDICAL CERTIFICATE

MEDICAL CERTIFICATE EXPIRATION DATE

YES

NO

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES

Class A:

Class B:

Class C:

Class D:

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?

YES

NO

OPERATOR/DRIVER EVER BEEN CONVICTED OF A CRIME?

YES

NO

IF YES, EXPLAIN CIRCUMSTANCES, INCLUDE CRIMES COMMITTED, SECTIONS VIOLATED, DATE OF CONVICTIONS, COUNTRY, STATE, AND COUNTY WHERE CRIMES WERE COMMITTED (USE ADDITIONAL PAGES IF NECESSARY)

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OPERATOR'S/OWNER'S SIGNATURE

DATE

3-4-10

TOW DRIVER'S SIGNATURE

RECEIVING OFFICER'S NAME

ID NUMBER

DATE

3-5-10

DATE

FOR CHP USE ONLY

APPROVED

DISAPPROVED

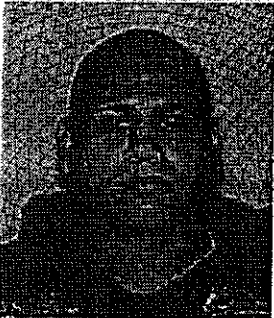
If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

Use Previous Editions Until Depleted

CHP 234F (REV 8-04) OPI 061

CALIFORNIA
DRIVER LICENSE CLASS: C

EXPIRES 04-20-13



ANGEL SANTIAGO PEREZ

SEX: [REDACTED] HAIR: [REDACTED] EYES: [REDACTED]
HT: 5- [REDACTED] WT: [REDACTED] DOB: [REDACTED]

AS

04/16/2008 532 D3 FD/13



IDENTIFICATION OF DRIVER BASE
ON INFORMATION SUBMITTED

A PUBLIC SERVICE AGENCY

79329 PEREZ, ANGEL SANTIAGO

DRIVER RECORD INFORMATION

DRIVERS LICENSE OR ID CARD #	F O BATES NO	TYPE APP	DATE	MISC. INFO. SUBMITTED BY REQUESTER	REQ. CODE	RECORD DATE
[REDACTED]					R7739	04/09/09

BIRTHDATE	SEX	HEIGHT	WEIGHT	EYES	HAIR	DMV USE ONLY
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	CL MST 04/09 BLK PUL

DRIVER LICENSE INFORMATION

CLASS	ISSUED	EXPIRES	EXT.	RESTRICTIONS	DUP LIC. ISSUED	LIC HELD
C	N-COM 041608	042013	RBI			1823

ITEM	VIOLATION OR ACC DATE	CONVICTION DATE	SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S)	STATUTE	COURT DISPOSITION			VEHICLE LICENSE
					TYPE	JAIL OR CYS	AMT	
ABST	062508	082808	29004A DMV POINT COUNT 1	VC				7K4636
							*AN1393	30420 FULLERTON

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

*NOTIFICATION OF ACTIVITY PER REQUEST
SUBJECT ISSUED ID CARD 09/10/02 EXPIRES 04/20/08

ID CARD REISSUED 08/28/02

SEE REVERSE FC EXPLANATIC OF CODES

BOBS TOWING
CHARLIE BANDAR
19135 E SAN JOSE AVE
ROWLAND HTS CA 91748

DEPARTMENT ACTION	MAIL ORDER DATE	EFFECTIVE DATE	AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION	THRU DATE OR TERM	REASON FOR ACTION	SERVICE OF ORDER		FR FILE NUMBER
						TYPE	DATE	
NONE TO REPORT								

DL414 (REV 04/97)

Handwritten signature/initials

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 12-08) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) TIMOTHY MARK SINGLETON	SOCIAL SECURITY NUMBER: [REDACTED]	DATE OF BIRTH: [REDACTED]
--	---------------------------------------	------------------------------

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)
N-D

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
CALIFORNIA

COMPANY NAME BOB'S TOWING	JOB TITLE/CLASSIFICATION DRIVER
-------------------------------------	---

DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE 10-15-10	LICENSE CLASS A	ENDORSEMENTS +X
-------------------------------------	--------------------	------------------------------------	---------------------------	---------------------------

MEDICAL CERTIFICATE
 YES NO
 MEDICAL CERTIFICATE EXPIRATION DATE
06-10-2011

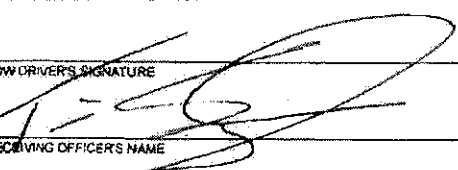
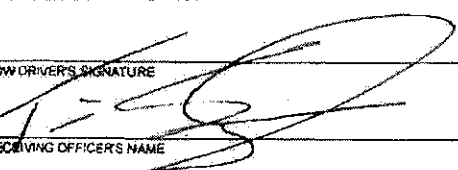
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CNP CLASSES
 Class A: **20** Class B: **20** Class C: **15** Class D: **15**

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--

IF YES, EXPLAIN CIRCUMSTANCES, INCLUDE CRIMES COMMITTED, SECTIONS VIOLATED, DATE OF CONVICTIONS, COUNTRY, STATE, AND COUNTY WHERE CRIMES WERE COMMITTED (USE ADDITIONAL PAGES IF NECESSARY)

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- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR/OWNER'S SIGNATURE 	DATE
TOW DRIVER'S SIGNATURE 	DATE 6-25-10
RECEIVING OFFICER'S NAME	ID NUMBER
	DATE

FOR CHP USE ONLY.
 APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

*PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

Chp234F_1208.pdf

AUTOMOBILE CLUB OF SOUTHERN CALIFORNIA
Technician Orientation Certificate of Completion

Tim Singleton

849 - G&M Towing

Independent Contract Station
Don Elmore

Contract Station Instructor

Technician ID # 70219 Expiration Date 3, 12
Rev. Apr-09 MC YR

California Tow Truck Association

Heavy Duty Level 6 Training

Tow Operator:

Tim Singleton

Issued: 9/28/2008

Certificate #: 12506

Expires: 9/29/2011





STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
A PUBLIC SERVICE AGENCY

49442 SINGLETON, TIMOTHY MARK

IDENTIFICATION OF DRIVER BASED
ON INFORMATION SUBMITTED

DRIVER RECORD INFORMATION

DRIVERS LICENSE OR ID CARD #	F.O. BATES NO.	TYPE APP.	DATE	MISC. INFO. SUBMITTED BY REQUESTER	REC. CODE	RECORD DATE
					R7739	083010

BIRTHDATE	SEX	HEIGHT	WEIGHT	EYES	HAIR	DMV USE ONLY
						CL MST 08/30 BLK PUL

DRIVER LICENSE INFORMATION

CLASS	ISSUED	EXPIRES	EXT.	RESTRICTIONS	DUP. LIC. ISSUED	LIC. HELD
A	COMML 040306	101510		01		1826

ITEM	VIOLATION OR ACC. DATE	CONVICTION DATE	SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S)	STATUTE	COURT DISPOSITION			DOCKET, CITATION OR FR FILE NUMBER	LOCATION OF COURT OR ACCIDENT REPORT NUMBER	VEHICLE LICENSE
					JAIL OR CYA	TYPE	AMT.			
NONE TO REPORT										

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

M I S C
TSA CLEARANCE APPROVED HAZARDOUS MATERIALS
ENDORSEMENT EXPIRES: 04-14-11
MEDICAL EXPIRES 06-10-11
DOUBLES/TRIPLES ENDORSEMENT
HAZARDOUS MATERIALS ENDORSEMENT
TANK VEHICLE ENDORSEMENT

SEE REVERSE FOR EXPLANATION OF CODES
BOBS TOWING
CHARLIE BANDAR
19135 E SAN JOSE AVE
ROWLAND HTS CA 91748

DEPARTMENT ACTION	MAIL ORDER DATE	EFFECTIVE DATE	AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION	THRU DATE OR TERM	REASON FOR ACTION		FR FILE NUMBER
					TYPE	DATE	
NONE TO REPORT					--- CONTINUED ON NEXT PAGE ---		

DL414 (REV 04/97)

99-10



A PUBLIC SERVICE AGENCY

SINGLETON, TIMOTHY MARK
(CONTINUED FROM PREVIOUS PAGE)

49442

IDENTIFICATION OF DRIVER BASED
ON INFORMATION SUBMITTED

DRIVER RECORD INFORMATION

DRIVERS LICENSE OR ID CARD #	F.O. BATES NO.	TYPE APP.	DATE	MISC. INFO. SUBMITTED BY REQUESTER	REQ. CODE	RECORD DATE
					R7739	083010

BIRTHDATE	SEX	HEIGHT	WEIGHT	EYES	HAIR

DMV USE ONLY

DRIVER LICENSE INFORMATION

CLASS	ISSUED	EXPIRES	EXT.	RESTRICTIONS	DUP. LIC. ISSUED	LIC. HELD

ITEM	VIOLATION OR ACC. DATE	CONVICTION DATE	SECTION(S) VIOLATED LOCATION OR ACCIDENT OR OUT-OF-STATE VIOLATION(S)	STATUTE	COURT DISPOSITION			LOCATION OF COURT OR ACCIDENT REPORT NUMBER	VEHICLE LICENSE
					JAIL OR CYA	AMT.	DOCKET, CITATION OR FR FILE NUMBER		

ANY ACCIDENTS SHOWN ABOVE DO NOT NECESSARILY INDICATE DRIVER RESPONSIBILITY

*NOTIFICATION OF ACTIVITY PER REQUEST
REST 01- MUST WEAR CORRECTIVE LENSES WHEN DRIVING.

M I S C

BOBS TOWING
CHARLIE BANDAR
19135 E SAN JOSE AVE
ROWLAND HTS CA 91748

SEE REVERSE FOR EXPLANATION OF CODES

DEPARTMENT ACTION	MAIL ORDER DATE	EFFECTIVE DATE	AUTHORITY SECTION(S) OR OTHER STATE TAKING ACTION	THRU DATE OR TERM	REASON FOR ACTION		FR FILE NUMBER
					SERVICE OF ORDER TYPE	DATE	

DL414 (REV 04/97)

99-10

ATTACHMENT

F

Certificate of Enrollment

for calendar year 2010

This certifies that

BOB'S TOWING

Is Enrolled in the LWD, INC. Employer Consortium, a Random Drug & Alcohol Testing Program in Accordance with D.O.T.-FWHA 49 CFR-Part 382 Regulations and California Vehicle Code Section 34520

Presented by
LWD, INC.

15705 Arrow Highway Suite 6 B
Irwindale, CA 91706
(626) 813-1086

LWD, INC. Representative's Signature

JAN 04 2010

Enrollment Date

December 31, 2010

Expiration Date

© ()

LWD, INC. EMPLOYER CONSORTIUM

AGREEMENT FOR D.O.T. DRUG & ALCOHOL PROGRAM ADMINISTRATION

2010 CALENDAR YEAR

This Agreement is made between LWD, INC., doing business as LWD, INC. Consortium, a Workplace Compliance Drug and Alcohol Testing Service, and the Employer whose name and signature appear at the end of this Agreement (hereinafter referred to as "Employer").

This Agreement is made with reference to the following.

- A. Employer desires to provide drug and alcohol testing for its employees in accordance with regulations promulgated by the U.S. Department of Transportation (hereinafter referred to as "D.O.T. Regulations") as published under 49 CFR Part 382 and CFR Part 40.
- B. Employer desires to retain LWD, INC. to administer its drug and alcohol testing program for the 2010 Calendar Year.

In consideration of the mutual obligations hereunder, the parties agree as follows:

1. LWD, INC. agrees to administer a random drug and alcohol testing program which includes the following elements:

- (a) Random selection, notification and scheduling protocol.
- (b) Perform all random drug or alcohol testing through the Consortium or pre-arranged clinics that meet D.O.T. Testing Regulations
- (c) Contract with a licensed HHS/NIDA approved laboratory that meets the requirements of the D.O.T. Regulations to test for the presence of drugs.
- (d) Contract and provide services of a Certified Medical Review Officer to review and interpret all drug tests as required under 49 CFR Part 40.
- (e) Provide a list of Substance Abuse Professional (SAP) Referral Services for employees who test positive or any company employee with alcohol or drug abuse related problems
- (f) Maintain records demonstrating Employer's participation in LWD, INC. random selection pool and results of all drug and alcohol screening performed by LWD, INC. for employees of Employer and to provide Employer with written reports of this information within forty-eight (48) hours of Employer's request.

2. Employer's Obligations

- (a) Identify all of its employees subject to drug and alcohol testing and update this list on a quarterly basis.

- (b) Distribute information regarding Employer's company policy to all affected employees.
- (c) Cooperate with LWD, INC. in scheduling drug and/or employees of Employer on the dates and at the locations specified by LWD, INC.
- (d) Comply with the D.O.T. Regulations and all other laws, regulations or labor agreements applicable to Employer's employees subject to drug and alcohol testing.
- (e) Promptly pay invoices of LWD, INC. under this Agreement.

3. **Fees for Services:**

- (a) For the performance of testing services throughout the calendar year by LWD, INC. The Employer shall pay an annual fee. Please contact LWD, Inc. for pricing in your area. Payment shall be annually in advance, and not prorated for any late enrollments through the current calendar year.
- (b) Employers will be charged a separate fee for each drug test and each alcohol test. Please contact LWD, Inc. for pricing in your area.
- (c) Employers who elect to use outside clinics that are contracted by LWD, INC. for collection services to conduct their testing will be charged an additional fee for each drug test and each alcohol test. Please contact LWD, Inc. for pricing in your area.
- (d) Fifty cents (\$.50) per mile for any on-site testing service (drug/alcohol testing services performed at the employer location) outside a twenty (20) mile radius from our Irwindale facility.
- (e) Payment to LWD, INC. is due ten (10) days from receipt of the invoice. LWD, INC. may assess a \$25.00 late charge on invoices that are past due for more than thirty (30) days.

4. **Term of Agreement:**

This Agreement may be terminated by either party by giving thirty (30) days advance written notice to the other party. Upon termination of this Agreement, LWD, INC. shall promptly deliver to Employer written record of Employer's participation in LWD, INC. drug and alcohol screening program and test results for all of Employer's employees and the delivery of such documents shall terminate all of LWD, INC. responsibility for maintenance of those records.

5. **LWD, INC. Indemnification Obligations:**

LWD, INC. will indemnify, defend and hold Employer harmless from any liability (including attorney fees and costs) arising from:

- (a) The failure of LWD, INC. to maintain or deliver records of Employer's participation in this drug and alcohol testing program as required by the D.O.T. Regulations.

6. **Indemnification Obligations of Employer:**

Employer shall defend, indemnify and hold harmless LWD, INC. and any certified laboratory or medical review officer providing services to Employer pursuant to this Agreement, from any claim, loss, liability, damage, detriment or obligation, including attorney's and costs, arising from any matter other than those

described in paragraph 5(a) or LWD, INC. willful misconduct or gross negligence.


7. Relationships of the Parties:

LWD, INC. is an independent contractor and this Agreement does not create a relationship of general agent, servant, employee, partnership, joint venture or association. Employer hereby names LWD, INC. its Agent for the limited purpose of dealing with the D.O.T./Federal Highway Administration, California Department of Motor Vehicles/California Highway Patrol BIT Inspection Motor Carrier Safety Unit. Employer's personnel or safety departments or others representatives holding Employer's personnel records, dealing with employees who are subject to testing under this Agreement, and any other authorized public agency. Representation/Relationship between LWD, INC and Employer is for the limited purpose of performing the duties necessary to carry out LWD, INC. obligations under this Agreement.

8. Miscellaneous Provisions:

- (a) This Agreement shall be governed in all respects by California law, except to the extent specifically pre-empted by the D.O.T. Regulations.
- (b) Execution of this Agreement shall be deemed effective when executed on behalf of a representative of LWD, INC. and on behalf of Employer by its authorized agent. The agent of Employer executing this Agreement warrants that this Agreement is duly authorized by Employer.

Bob's Towing
Company Name
19135 E San Jose Ave
Address
Rowland Heights, CA 91748
City & Zip
626-965-2407
Telephone
626 912-2477
Fax

Tina Spargo / Charlie
Designated Employer Representative
Bandar Al-Badawi
By 
Signature
PRESIDENT
Title
12/30/09
Date

LWD, INC.
15705 Arrow Highway, Suite 6 B
Irwindale, CA 91706

Phone: (626) 813-1086
Fax: (626) 813-1088

By: 
Will Bond, President

Date: JAN 04 2010



We're always with you

BOB'S TOWING

24 Hour Towing

Heavy, Medium Duty & Recovery Towing

19135 E. San Jose Ave., Rowland Heights, CA 91748
(626) 965-2407 • (909) 594-5511 • Fax: (626) 912-2477



DRUG FREE WORKPLACE

- A. Safeway Towing Service, DBA Bob's Towing certifies that it will provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the agency's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing a drug-free awareness program to inform employees of:
 - a. The dangers of drug abuse in the workplace;
 - b. The company's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
 3. Making it a requirement that each employee to be engaged in the performance of duties within the scope of a municipal contract be given a copy of the agency's drug-free workplace statement.
 4. Notifying each employer that as a condition of employment under the Company's agreement, that employee will:
 - a. Abide by the terms of the agency's drug-free workplace statement, and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace, no later than five (5) days after such conviction.
 5. Notifying the public agencies Bob's Towing contracts with, within ten (10) days after receiving an employee notice or otherwise receiving actual notice of an employee drug statute conviction for a violation occurring in the workplace.
 6. Taking one of the following actions within thirty (30) days of receiving notice of an employee's drug statute conviction for a violation occurring in the workplace:
 - a. Taking appropriate personnel action against such an employee, up to and including termination; or
 - c. Requiring such employee to participate satisfactorily at a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
 7. Making a good faith effort to continue to maintain a drug-free workplace through the implementation of the above requirements.
 8. The company also certifies that the company's drug-free workplace requirements will apply at all times and locations in which an employee is operating a company owned vehicle.

Name of Authorized Management _____ Title _____

Signature of Employee _____

Date Signed _____

ATTACHMENT

G



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/11/10

PRODUCER Worldclass Insurance Services
2351 Sunset Blvd. #170-560
Rocklin, CA 95765
Phone (916)789-1523 Fax (916)789-1506

INSURED SAFEWAY TOWING SERVICES, INC
DBA: BOB'S TOWING
19135 E. SAN JOSE AVE
ROWLAND HEIGHTS, CA 91748-1407

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Navigators Insurance Company	42307
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E: State Compensation Insurance Fund	

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/>	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PY09PKG014297-01	05/15/2010	05/15/2011	EACH OCCURRENCE 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) 100,000 MED EXP (Any one person) 5,000 PERSONAL & ADV INJURY 1,000,000 GENERAL AGGREGATE 3,000,000 PRODUCTS - COMPI/OP AGG 3,000,000
A	<input checked="" type="checkbox"/>	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON OWNED AUTOS <input checked="" type="checkbox"/> UM \$60,000	PY09PKG014297-01	05/15/2010	05/15/2011	COMBINED SINGLE LIMIT (Ea accident) 1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/>	GARAGE LIABILITY <input checked="" type="checkbox"/> ANY AUTO	PY09PKG014297-01	05/15/2010	05/15/2011	AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC 1,000,000 AUTO ONLY: AGG 3,000,000
	<input type="checkbox"/>	EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	937-1244-10	05/01/2010	05/01/2011	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT 1,000,000 E.L. DISEASE - EA EMPLOYEE 1,000,000 E.L. DISEASE - POLICY LIMIT 1,000,000
A		OTHER ON HOOK & CARGO COVERAGE	PY09PKG014297-01	05/15/2010	05/15/2011	\$150,000 to \$250,000 \$1,000 DED

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 GARAGEKEEPERS LEGAL LIABILITY: 19135 E SAN JOSE AVE., ROWLAND HEIGHTS, CA 91748 = \$500,000 (\$500/\$2,500 DED) & 728 WILLIAMSON AVE., FULLERTON, CA 92832 = \$250,000 (\$500/\$2,500 DED) & 36171 YUCCA AVE BARSTOW, CA 92311 = \$250,000 (\$500/\$2,500 DED)

see attached endorsement

CERTIFICATE HOLDER

CANCELLATION

CITY OF MORENO VALLEY
RISK MANAGEMENT
24811 RIVARD ROAD,
MORENO VALLEY, CA 92553

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01) QF

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POLICY NUMBER: PY09PKG014297-01

COMMERCIAL GENERAL LIABILITY

Safeway Towing Services, Inc
dba Bob's Towing

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED –
OWNERS, LESSEES, OR CONTRACTORS – FORM B**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley,
and the Moreno Valley Community Services, District, their Officers, Employees and Agents
24811 Rivard Road
Moreno Valley, CA 2553

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

1. WHO IS AN INSURED (Section II) is amended to include as an insured the person(s) or organization(s) shown in the Schedule but only with respect to their liability as owner, lessee or contractor and arising out of the ownership, maintenance, or use of the premises by you and shown in the Schedule.
2. This insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.
3. Coverage is primary and non-contributory to any other insurance held by those named in the Schedule section above.

ATTACHMENT

H

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
ROTATION TOW LISTING APPLICATION
 CHP 234A (Rev. 7-04) OPI 081

TYPE OR PRINT CLEARLY

CHP AREA		
CHP AREA OF APPLICATION RIVERSIDE	CHP AREA NUMBER	
BUSINESS		
BUSINESS NAME SAFEMAY TOWING SERVICES, INC. DBA BOB'S TOWING	CHP AREA NAME RIVERSIDE	
BUSINESS MAILING ADDRESS 19135 E. SAN JOSE AVE, ROWLAND HEIGHTS, CA 91748	DAY PHONE NUMBER (INCLUDE AREA CODE) 626-965-2407	
BUSINESS ADDRESS IF DIFFERENT THAN ABOVE 24811 RIVARD RD., MORENO VALLEY, CA	NIGHT PHONE NUMBER (INCLUDE AREA CODE)	
NUMBER OF YEARS IN TOWING BUSINESS 32 YEARS	AUTOMOBILE CLUB AFFILIATE(S) AAA OF SOUTHERN CA.	DO YOU HAVE 24 HOUR SERVICE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

VEHICLE STORAGE		
PRIMARY STORAGE YARD ADDRESS 24811 RIVARD RD., MORENO VALLEY, CA	<input type="checkbox"/> OWNED <input checked="" type="checkbox"/> LEASED <input type="checkbox"/> RENTED	
SECONDARY STORAGE YARD ADDRESS	<input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED	
SECONDARY STORAGE YARD ADDRESS	<input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED	
IS STORAGE YARD FENCED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OUTSIDE STORAGE CAPACITY	INSIDE STORAGE CAPACITY

FINANCIAL INTEREST	
LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST): BANDAR ALBADAWI, Omayma Elkurdi, Taz Albadawi	
DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

IF THE ANSWER TO ANY OF THE ABOVE IS YES, PROVIDE NAME OF TOW COMPANY AND/OR CHP AREA AND EXPLAIN IN COMMENTS SECTION ON BACK.

RATES				
	Class A	Class B	Class C	Class D
HOURLY RATE	\$175.00	\$200.00	\$295.00	\$350.00
INSIDE STORAGE	\$60.00			
OUTSIDE STORAGE	\$50.00	\$50.00	\$60.00	\$60.00
CONTRACT LABOR (NONSKILLED)				
SPECIAL EQUIPMENT (LIST)				
ROTATOR HYDRAULIC CRANE	N/A			\$750.00
ROTATOR HEAVY DUTY TOW TRUCK	N/A			\$600.00
LOWBOY	N/A			\$400.00
AIR CUSHIONS (min 2 hrs)	N/A			\$1000.00
FORKLIFT	N/A			\$100.00
OFF ROAD ARMY TOW TRUCK	N/A			\$500.00
RENTAL/SKILLED LABOR MARKUP (%)	N/A			

Destroy Previous Editions

c234a704.fp

TOW TRUCKS

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

<input checked="" type="checkbox"/> CLASS A (MINIMUM 14,000 GVWR)	NUMBER OF CLASS A TRUCKS: 1
<input checked="" type="checkbox"/> CLASS B (MINIMUM 19,501 GVWR)	NUMBER OF CLASS B TRUCKS: 4
<input checked="" type="checkbox"/> CLASS C (MINIMUM 33,000 GVWR)	NUMBER OF CLASS C TRUCKS: 2
<input checked="" type="checkbox"/> CLASS D (MINIMUM 50,000 GVWR)	NUMBER OF CLASS D TRUCKS: 2

COMMENTS

WE CURRENTLY TOW FOR BOTH BALDWIN PARK AND SANTA FE SPRINGS CHP, PROVIDING EVIDENCE TOW FOR SANTA FE SPRINGS AREA. WE ALSO PROVIDE SERVICE TO THE WALNUT SHERIFFS STATION, WESTMINSTER POLICE DEPARTMENT AND THE WEST COVINA POLICE DEPT.

APPLICANT'S CERTIFICATION

I CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT.

SIGNATURE

M. Al-Badawi

PRINT NAME AND TITLE

MUATAZ AL-BADAWI VP

DATE

10/11/10

TO BE COMPLETED BY CHP

AREA APPROVAL

APPROVED DISAPPROVED

REMARKS (REQUIRED IF DISAPPROVED)

AREA COMMANDER'S SIGNATURE

ID NUMBER

DATE

MAXIMUM RESPONSE TIME

	HOURS	CLASS A	CLASS B	CLASS C	CLASS D
DAY	0500-1930	20	20	45	45
NIGHT	1930-0500	20	20	45	45

WAIVERS/DELETIONS/EXCEPTIONS OF REQUIREMENTS

NOTE ANY WAIVED/EXCUSED REQUIREMENTS

AGREEMENT TERM

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON _____ AND END ON _____

DIVISION APPROVAL (REQUIRED IF APPLYING FOR MULTIPLE AREAS)

APPROVED DISAPPROVED

REMARKS

DIVISION COMMANDER'S SIGNATURE

DATE

ATTACHMENT

SITE PLAN

Addendum 1
To the City of Moreno Valley RFP #JLL-10/11-01

This following information is created to clarify the requested information highlighted in the Moreno Valley Rotational Tow Services RFP Checklist:

- **Financial Interest?**
 - Safeway Towing, Inc. dba Bob's Towing has no financial interest in any other tow company and/or applicant within the City of Moreno Valley.

- **Demo of existing structures?**
 - We will be removing the house on the property only, and replacing it with a modular building.

- **Vehicle Classifications?**
 - Vehicle #1 – Class C/D
 - Vehicle #2 – Class D
 - Vehicle #3 – Class B
 - Vehicle #4 – Class C
 - Vehicle #5 – Class C/D
 - Vehicle #6 – Class D
 - Vehicle #7 – Class C
 - Vehicle #8 – Class C
 - Vehicle #9 – Class C

- **Vehicle Equipment?**

- All trucks will be equipped with every item necessary to properly handle its assigned job including cleanup. For specific information please refer to the included CHP 234B Forms found in Attachment D of our submitted RFP.
- **CHP Forms for Vehicle #4?**
 - Vehicle #4 is a service truck and will be utilized as such for our fleet in Moreno Valley. This vehicle will not be used as a tow truck, which is why there are no CHP Forms included for this vehicle in our RFP.
- **Clarification for last document in Attachment D?**
 - This document is an Annual Permit from the California DOT and should be considered additional information for Vehicle #6. Furthermore, #KH346459 is the last eight digits of Vehicle #6's VIN.
- **Rates for Special Equipment?**
 - Please see the attached CHP 234A Form for rates on Special Equipment.
- **Additional Insured Statement?**
 - The "Additional Insured" Statement can be found on the second page of Attachment G in our submitted RFP.
- **Response Times and Gate Fees?**
 - Our response times for Class A & B will be 20 minutes. Our response times for Class C & D will be 30 minutes.
 - Our gate-fee will be \$82.50.

Amendments

1. The date given at the bottom of page 2 should read January 1, 2011 not January 1, 2010.

2. Under **Storage Facilities** (paragraph 2) page 8:

- a. *impound of nearly 500 vehicles* should be changed to read *impound of nearly 275 vehicles.*

3. Under **Management Level Personnel** page 18:

- a. Charlie Al-Badawi's availability to the project will be modified to 50%.

4. Under **Driver's List for Moreno Valley** page 28:

- a. The business address will be changed to read, 24811 Rivard Road, Moreno Valley California 92552.

5. Under **Office Staff** (paragraph 1) page 29:

- a. AAA Call Backs our conducted by our highly trained staff after providing service to members. This background information was included in our RFP because we felt that it was relevant as an example of the quality of our staff. It shows that our Office Staff is trained to deal with a wide range of scenarios and customers, which is all encompassing as a AAA Roadside Service provider.

BY: 

Brian Maldonado, Compliance Manager
Safeway Towing Services, Inc.

DATE: 10/21/10

Safeway Towing Services, Inc.
DBA **Bob's Towing**
19135 E. San Jose Ave.
Rowland Heights, CA 91748
Phone: (800) Bobs-Tow
Fax: (626) 912-2477
Email: BobsTow@AOL.com

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
ROTATION TOW LISTING APPLICATION
CHP 234A (Rev. 7-04) / OPI 061

TYPE OR PRINT CLEARLY

CHP AREA OF APPLICATION Baldwin Park Area		CHP AREA 525
BUSINESS		
BUSINESS NAME SAFEMAY TOWING SERVICES DBA BOB'S TOWING INC.		CHP AREA NAME Baldwin Park
BUSINESS MAILING ADDRESS 19135 E. SAN JOSE AVE., ROWLAND HEIGHTS, CA 91748		DAY PHONE NUMBER (INCLUDE AREA CODE) (626) 965-2407
BUSINESS ADDRESS IF DIFFERENT THAN ABOVE 13037 VALLEY BLVD., CITY OF INDUSTRY, CA 91746		NIGHT PHONE NUMBER (INCLUDE AREA CODE) (626) 965-2407
NUMBER OF YEARS IN TOWING BUSINESS 31 YEARS	AUTOMOBILE CLUB AFFILIATE(S) AAA of S. California	DO YOU HAVE 24 HOUR SERVICE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

VEHICLE STORAGE			
PRIMARY STORAGE YARD ADDRESS 13037 VALLEY BLVD., CITY OF INDUSTRY, CA 91746	<input type="checkbox"/> OWNED	<input checked="" type="checkbox"/> LEASED	<input type="checkbox"/> RENTED
SECONDARY STORAGE YARD ADDRESS 19135 E SAN JOSE AVE., ROWLAND HEIGHTS, CA 91748	<input checked="" type="checkbox"/> OWNED	<input type="checkbox"/> LEASED	<input type="checkbox"/> RENTED
SECONDARY STORAGE YARD ADDRESS 19135 E SAN JOSE AVE., ROWLAND HEIGHTS, CA 91748	<input checked="" type="checkbox"/> OWNED	<input type="checkbox"/> LEASED	<input type="checkbox"/> RENTED
IS STORAGE YARD FENCED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OUTSIDE STORAGE CAPACITY 300 VEHICLES	INSIDE STORAGE CAPACITY 45 VEHICLES	

FINANCIAL INTEREST	
LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST) BANDAR ALBADAWI, Omayma Elkurdi, Taz Albadawi	
DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
IF THE ANSWER TO ANY OF THE ABOVE IS YES, PROVIDE NAME OF TOW COMPANY AND/OR CHP AREA AND EXPLAIN IN COMMENTS SECTION ON BACK.	

RATES				
	Class A	Class B	Class C	Class D
HOURLY RATE	\$175.00	\$200.00	\$295.00	\$350.00
INSIDE STORAGE	\$50.00			
OUTSIDE STORAGE	\$50.00	\$50.00	\$60.00	\$60.00
CONTRACT LABOR (NONSKILLED)				
SPECIAL EQUIPMENT (LIST)				
ROTATOR / HYDRAULIC CRANE	N/A			\$750.00
ROTATOR HEAVY DUTY TOW TRUCK	N/A			\$600.00
LOWBOY	N/A			\$400.00
AIR CUSHIONS (MIN 2HRS)	N/A			\$1,000.00
FORKLIFT	N/A			\$100.00
OFF ROAD ARMY TOW TRUCK 6X6	N/A			\$300.00
RENTAL/SKILLED LABOR MARKUP (%)	N/A			

Destroy Previous Editions

c234a70a, 001

EXCLUSIVE TOWING
Evaluation Form
Proposal with Addendum

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
City of MV Business License	X		Lic #21177 1/27/10 - 12/31/10
No financial interest in other tow company and/or applicant within City of MV	X		
Storage yard must be located in City limits	X		144614 & 14451 Commerce Center Drive
1. Organizational Information			
a. Company Name	X		Exclusive Towing
DBA	X		Exclusive Recovery, Inc.
Documentation for authorized individual to submit RFP	X		
b. Organizational Structure	X		California Corporation - Articles of Incorpor. Included - filed 10/15/1999
Date of organization	X		10/15/1999
c. Federal Tax ID #	X		33-0878257
d. Name	X		President: Gerald Kohutek
Address	X		3777 Placentia Lane, Riverside, CA 92501
Phone	X		(951) 682-2003 office (951) 941-1134 mobile
Fax	X		(951) 682-2043
e-mail	X		ikohutek@exclusivetowing.com
e. State of CA permits/licenses	X		Motor Carrier Permit # CA298003 (non-expiring); City Business License (Riverside address); International Fuel Tax Agreement (IFTA CA 330878257 exp 12/31/10; BIT Inspection CHP CA 298003 exp 10/31/11; DMV Pull Notice Program FCN 24365; Bates 1007/000213.
f. Statement that company accepts all conditions/rqmts in RFP	X		Included.
2. Facilities, Equipment and Personnel			
a. Address: Administrative offices	X		14451 & 14461 Commerce Center Dr, Moreno Valley, CA 92553 (951) 653-2007 office; (951) 653-1111 fax
Address: Vehicle storage facility (if separate from office)	X		Clearance has been received to retrofit 14461 Commerce Center Dr for addition storage. Planning approved Admin Plot Plan for Impound Tow Yard (P10-078) finalized 10/11/10.
Site Plan: Administrative Offices	X		
Site Plan: Vehicle storage facility (if separate from office)	X		

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

TOW COMPANY: Exclusive Towing

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
<i>Site Plan</i>			
Name, address, phone number of applicant/tow operator	X		
Property lines/lot dimensions	X		
Dimensions of access points to site, off-street parking, loading, parking for customers/employees	X		
Location of building structures - include distance between buildings/property lines	X		
Location of driveways	X		
Location of landscape planters	X		
Location of building security lights	X		
Location of parking lot lights	X		
Location of perimeter fencing	X		
Evidence that lot will accommodate min. number of cars per stds.	X		242 Vehicles (Most of storage is "inside.")
b. Deed of Trust			n/a
or Lease	X		Expires 1/31/2011 with 5-year extension
List of any secondary facilities with all included from 2 a.above.	X		Two storage lots next to each other

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

TOW COMPANY:

Exclusive Towing

	IN COMPLIANCE BY NOV. 30, 2010		NOTES				
	YES	NO	Vehicle #1	Vehicle #2	Vehicle #3	Vehicle #4	Vehicle #5
d. List of all Equipment Vehicles							
Class	x		Class D-unit 34	Class B-unit 36	Class B-unit 38	Class A-unit 20	Class A-unit 22
Make	x		KENWORTH	KENWORTH	KENWORTH	FORD	FORD
Model	x		W900L	T370	T370	F550	F550
Year	x		2011	2010	2010	2008	2006
Equipment for each Vehicle	x		WRECKER	2 CAR CARRIER	3 CAR CARRIER	SELF LOADER	2 CAR CARRIER
PLATE NO.	x		CP78454	8Y34590	8Y34814	8U13394	8G94568
CHP Forms	x		CHP407F	CHP407F	CHP407F	CHP407F	CHP407F
Vehicle Replacement Policy	x		Equipment is replaced on "as needed basis" with consideration of the required state and local law enforcement guidelines and the environmental recommendation/EPA.				
Class	x		Vehicle #6	Vehicle #7	Vehicle #8	Vehicle #9	Vehicle #10
Make	x		Class A-unit 26	Class B-unit 28	Class B-unit 12	Class C-unit 10	Class C-unit 10
Model	x		FORD	GMC	INTERNATIONAL	LANDALL trailer	KENWORTH
Year	x		F550	C5500	4900	460	900L
Equipment for each Vehicle	x		2006	2007	2003	2001	1998
PLATE NO.	x		2 CAR CARRIER	2 CAR CARRIER	4 CAR CARRIER	48"	TRACTOR
CHP Forms	x		XCLSV26	XCLSV28	7L92912	4EL7421	CP77220
Vehicle Replacement Policy	x		CHP407F	CHP407F	CHP407F	CHP407F	CHP407F
Specialized Equipment List	x		Same as above.				
See rates section	x						
e. Personnel							
Drivers	x		Listed.				
Supervisory Office	x		1-Operations Manager 2-Office/Dispatch				
Recruitment, Training and Customer Service Practices	x		In-house program.				

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST
 revised: 11/1/2010

		TOW COMPANY:		Exclusive Towing
		IN COMPLIANCE BY NOV. 30, 2010		
		YES	NO	NOTES
3. Financial/Organizational				
a.	History of tow business	X		Began 1991
	Experience of company's key mgmt. personnel	X		Owner/driver-built company.
b.	Program for substance abuse/drug free workplace	X		Every driver enrolled in drug/alcohol compliance program operated by Advanced Workplace Strategies (cert of comp)
c.	How tow company will provide monthly reports for stored/impounded vehicles, release of vehicles or other	X		Attach 3-2 - Provided copies of Police Towing monthly reports.
d.	Certificate of Insurances	X	X	<i>Preliminary review of the certificates of insurance provided demonstrates the general compliance with the conditions of the RTS Program. Upon award of contract, each tow operator will be required to meet the City's insurance requirements. Each certificate will be reviewed and approved by City's Risk Manager.</i>
e.	Identify years of experience			
f.	List any contracts has or had in last 5 years similar to City reqmts. Name/Contact for each reference.	X		Riverside (County and City) CHP, Moreno Valley
g.	Complaints received from cities within last 2 years. Including equipment violations, inspection cites, etc.	X		Franchise Fee Submission: Riverside Police Dept. Traffic Bureau 6/23/2010. Extended ETA Issue: Riverside Police "Dept. Traffic Bureau 5/18/2009.
h.	Indicate if company has been suspended or terminated by another governmental agency; state reasons	X		Two Suspension Issues - Riverside Police Dept Traffic Bureau. See statement above.
i.	Describe safety policies and safety training provided to employees. * If towing has been cited, suspended, terminated - supply date/description of violation/incident.	X		Outside sources: Total HR Solutions/ CTTA, and Ride-along.
j.	Provide collection procedure(s) and policy(ies)	X		Provided in Addendum.
k.	Explain how business would move large number of vehicles in short time period.	X		Can use a number of vehicles if necessary.

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

TOW COMPANY:

Exclusive Towing

	IN COMPLIANCE BY NOV. 30, 2010		NOTES			
	YES	NO				
4. Rates for Service						
a. Fees						
Proposed Hourly rate	x		Stated rates will be same as for currently approved 09/10 CHP TSA Rates. (below)			
Hourly Rate (CHP 180, 6am-6pm)	x		CLASS A	CLASS B	CLASS C	CLASS D
Hourly Rate (CHP 180, 6am-6pm)	x		\$180.00/hr	\$215.00/hr	\$260.00/hr	\$341.00/hr
Service Call - no CHP180	x		\$195.00/hr	\$225.00/hr	\$300.00/hr	\$374.00/hr
Gate Fee	x		\$90.00/hr	\$107.25/hr	\$130.00/hr	\$170.00/hr
Inside Storage	x		\$90.00	\$90.00	\$90.00	\$90.00
Outside Storage	x		\$47.00/day	\$53.00/day	\$55.00/day	\$90.00/day
Contract Labor	x		\$44.00/day	\$50.00/day	\$55.00/day	\$60.00/day
Max Response Time 6a-6p		x	\$45.00/hr	\$45.00/hr	\$50.00/hr	\$50.00/hr
Max Response Time 6:01p-5:59a		x	20 min	40 min	40 min	40 min
			25 min	45 min	45 min	45 min
Special Equipment:						
9000 lb 42' Reach Forklift (4-whl drive) w/grapple bucket	x					\$200.00/hr
6000 lb 36' Reach Forklift (4-whl drive)	x					\$200.00/hr
BobCat w/sweeper, grapple & bucket attachments	x					\$200.00/hr
Caterpillar 8,000 lb forklift - sm cars	x					\$100.00/hr
Caterpillar 6,000 lb Forklift-warehouse	x					\$100.00/hr
International roll off truck*	x					\$220.00(+)
*Roll-off does not include cost of disposal (dump fees additional)	x					
Toyota 8,000 lb Forklift-med size vehicles	x					\$100.00/hr
Hyster 12,000 lb forklift - med/heavy size vehicles	x					\$200.00/hr
Retail Equipment/Specialized Labor	x					cost + 10%
Lien Fee (Vehicles valued below \$4000)	x					\$70.00
Lien Fee (Vehicles valued \$4000 or more)	x					\$100.00
Storage or any other fee charged to vehicle owner and/or his agent.	x					
Submit a mark-up rate (% of cost to tow operator) for retail equipment and specialized labor not listed on application.	x					cost + 10%

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

TOW COMPANY: Exclusive Towing

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
5. Applicant shall submit:			
a. Five (5) copies of Proposal	X		
One (1) unbound 8.5 x 11 black and white			
b. copy (reproducible)	X		
c. One (1) electronic copy (Adobe/PDF)	X		
RTS APPLICATION FEE \$2,828	X		
Cert of Occupancy B0901136			
<p>NOTES: Requested information on specs. Provided Specification Manual. Response time exceeds MVMC Chapter 12.14. Tow operator will be conditions to comply with 20 minute response time.</p>			



**Exclusive Recovery Inc (dba Exclusive Towing)
PROPOSAL FOR SUBMITTAL
RFP JLL-10/11-01
Rotational Tow Service Program**

Submitted to:
City of Moreno Valley
City Clerk
14177 Frederick Street
Moreno Valley, California 92552

Due Date: October 12th, 2010 by 14:00

Section 1 – Organizational Information

1.a: Exclusive Recovery Inc. (dba Exclusive Towing)

1.b: S-Corporation

Incorporated 10/15/1999

Incorporated in California

President: Gerald Kohutek

Vice President Gerald Kohutek

Treasurer: Gerald Kohutek

Secretary: Desiree R Peterson

Attachments: 1-1 Articles of Incorporation, 1-2 Bylaws, 1-3 Balance Sheet, 1-4 Income Sheet

Attachment 1-1

2115110

ARTICLES OF INCORPORATION

FILED *JL*
In the office of the Secretary of State
of the State of California

OCT 15 1999

The name of this corporation is EXCLUSIVE RECOVERY, INC

Bill Jones
BILL JONES, Secretary of State

The purpose of this corporation is to engage in any lawful act of activity for which a corporation may be organized under the GENERAL CORPORATION LAW of California other than the banking business, the trust company business or the practice of a professional permitted to be incorporated by the California Corporations Code.

The name and address in the State of California of this corporation's initial agent for service of process is:

Ronald Reisinger
2061 W Placentia
Colton, Ca 92324

This corporation is authorized to issued only one class of shares of stock, and the total number of shares which this corporation is authorized to issue is 1,000,000

Gerald Kohutek
Gerald Kohutek

Attachment 1-1 (continued)

STATEMENT OF UNANIMOUS WRITTEN CONSENT
TO ACTION TAKEN IN LIEU OF THE ANNUAL MEETING
OF THE SHAREHOLDERS
OF

Exclusive Recovery, Inc

The undersigned, being all the shareholders of Exclusive Recovery, Inc, a California corporation (the "Corporation"), in lieu of the annual meeting of the shareholders, do hereby take the following actions in the name of and on behalf of the Corporation:

RESOLVED, that the following persons be, and they hereby are, appointed as directors of the Corporation, to hold office (unless sooner removed in the manner provide by law) until the next annual meeting of the shareholders and until their successors are duly appointed and qualified:

Desiree R. Peterson

RESOLVED, that all the acts, actions and things done for, in the name of, and on behalf of the Corporation by its officers and directors since the last annual meeting of the corporation be, and they hereby are, in all respects, approved, ratified and confirmed.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of
03/07/2005.



Attachment 1-1 (continued)

CERTIFICATE

I, Desiree R. Peterson, do hereby certify that I am the duly elected and qualified Secretary and keeper of the records and corporate seal of Exclusive Recovery, Inc, and that the following is a true and correct copy of resolutions duly adopted meeting of the Board of Directors of said organization pursuant to the requirements of the Charter of Articles and Bylaws of said corporation on 03/07/2005, and that such resolutions are now in full force:

IN WITNESS WHEREOF, I have hereunto subscribed my name as President and Secretary and have caused the corporate seal of said corporation to be affixed hereto this 03/07/2005.



Desiree R. Peterson

Attachment 1-1 (continued)

STATEMENT OF UNANIMOUS WRITTEN CONSENT
TO ACTION TAKEN IN LIEU OF THE ANNUAL MEETING
OF THE DIRECTORS
OF

EXCLUSIVE RECOVERY INC

The undersigned, being all the directors of Exclusive Recovery, Inc, a California corporation (the "Corporation"), in lieu of the annual meeting of the directors, do hereby take the following actions in the name of and on behalf of the Corporation:

RESOLVED, that the following persons be, and they hereby are, appointed as directors of the Corporation, to hold office (unless sooner removed in the manner provide by law) until the next annual meeting of the directors and until their successors are duly appointed and qualified:

Desiree R. Peterson

RESOLVED, that all the acts, actions and things done for, in the name of, and on behalf of the Corporation by its officers and directors since the last annual meeting of the corporation be, and they hereby are, in all respects, approved, ratified and confirmed.

IN WITNESS WHEREOF, the undersigned have executed this Consent as of
03/07/2005.



Desiree R. Peterson

Attachment 1-2

BYLAWS OF Exclusive Recovery, Inc

ARTICLE I

OFFICES

Section 1. Offices.

The registered office shall be in the City of Riverside, County of Riverside, State of California (hereinafter, the "State"). The corporation may also have offices at such other places both within and without the State, as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDERS

Section 1. General.

All meetings of the stockholders shall be held at such place within or without the State as may be designated from time to time by the Board of Directors.

Section 2. Annual Meetings.

The annual meeting of the stockholders, commencing with the year 2005 shall be held on March 10, 2005, if not a legal holiday, and if a legal holiday, then on the next business day following, at 10:00am, or at such other date and time as shall be designated from time to time by the Board of Directors and stated in the notice of the meeting, at which they shall elect by a plurality vote the Board of Directors, and transact such other business as may properly be brought before the meeting. Written notice of the annual meeting stating the place, date and hour of the meeting shall be given to each stockholder entitled to vote at such meeting not less than ten (10) nor more than sixty (60) days before the date of the meeting. The officer who has charge of the stock ledger of the corporation shall prepare and make, at least twenty (20) days before every meeting of stockholders, a complete list of the stockholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each stockholder and the number of shares registered in the name of each stockholder. Such list shall be open to the examination of any stockholder, for any purpose germane to the meeting, during ordinary business hours, for a period of at least twenty (20) days prior to the meeting, either at a place within the city where the meeting is to be held, which place shall be specified in the notice of the meeting, or, if not so specified, at the place where the meeting is to be held. The list shall also be produced and kept at the time and place of the meeting during the whole time thereof, and may be inspected by any stockholder who is present.

Section 3. Special Meetings.

Special meetings of the stockholders, for any purpose or purposes, unless otherwise

Attachment 1-2 (continued)

prescribed by statute or by the By Laws (hereinafter, the "Certificate"), may be called by the President and shall be called by the President or Secretary at the request in writing of a majority of the Board of Directors, or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose or purposes of the proposed meeting. Written notice of a special meeting stating the place, date and hour of the meeting and the purpose or purposes for which the meeting is called, shall be given not less than ten (10) or more than sixty (60) days before the date of the meeting, to each stockholder entitled to vote at such meeting. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 4. Quorum.

The holders of a majority of the stock issued and outstanding and entitled to vote, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business, except as otherwise provided by statute or by the Certificate. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote, present in person or represented by proxy, shall have power to adjourn the meeting to a future date at which a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented any business may be transacted which might have been transacted at the meeting as originally notified. Notice need not be given of the adjourned meeting if the time and place are announced at the meeting in which the adjournment occurs. If the adjournment is for more than thirty (30) days, or if after the adjournment a new record date is fixed for the adjourned meeting, a notice of the adjourned meeting shall be given to each stockholder of record entitled to vote at the meeting.

Section 5. Voting.

When a quorum is present at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the Certificate, a different vote is required in which case such express provision shall govern and control the decision of such question. Unless otherwise provided in the Certificate or by statute, each stockholder shall at every meeting of the stockholders be entitled to one vote in person or by proxy for each share of the capital stock having voting power held by such stockholder, but no proxy shall be voted on after three years from its date, unless the proxy provides for a longer period. Every proxy shall be revocable by the stockholder executing it, except where an irrevocable proxy is permitted by statute.

Section 6. Written Consent.

Unless otherwise provided in the Certificate, any action required to be taken at any annual or special meeting of stockholders of the corporation, or any action which may be taken at any annual or special meeting of such stockholders, may be taken without a

Attachment 1-2 (continued)

meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting at which all shares entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those stockholders who have not consented in writing and to the Secretary of the corporation. Any such consent shall be filed with the minutes of the corporation.

ARTICLE III

BOARD OF DIRECTORS

Section 1. Management and Number.

The property, business and affairs of the corporation shall be controlled and managed by a Board of Directors. The number of directors to constitute the first Board of Directors is ONE and such number may be increased or decreased by future action of the Board of Directors. The business of the corporation shall be managed by its Board of Directors, which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Certificate or by these bylaws directed or required to be exercised or done by the stockholders.

Section 2. Vacancies.

Vacancies and newly created directorships resulting from any increase in the authorized number of directors may be filled by a majority vote of the directors then in office, though less than a quorum, or by a sole remaining director, and the directors so chosen shall hold office until the next annual election and until their successors are duly elected and shall qualify, unless sooner displaced. If there are no directors in office, then an election of directors may be held in the manner provided by statute. If, at the time of filling any vacancy or any newly created directorship, the directors then in office shall constitute less than a majority of the whole Board of Directors (as constituted immediately prior to any such increase), then the appropriate court of the State may, upon application of any stockholder or stockholders having at least ten (10%) percent of the total number of shares then outstanding having the right to vote for such directors, summarily order an election to be held to fill any such vacancies or newly created directorships or to replace directors chosen by the directors then in office.

Section 3. Locations.

The Board of Directors of the corporation may hold meetings, both regular and special, either within or without the State.

Section 4. First Meeting.

The first meeting of each newly elected Board of Directors shall be held at such time and place as shall be fixed by the vote of the stockholders at the annual meeting and no notice of such meeting shall be necessary to the newly elected directors in order legally to

Attachment 1-2 (continued)

constitute the meeting, provided a quorum shall be present. In the event of the failure of the stockholders to fix the time or place of such first meeting of the newly elected Board of Directors, or in the event such meeting is not held at the time and place so fixed by the stockholders, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors, or as shall be specified in a written waiver signed by all of the directors.

Section 5. Regular Meetings.

Regular meetings of the Board of Directors may be held without notice at such time and at such place as shall from time to time be determined by the Board of Directors.

Section 6. Special Meetings.

Special meetings of the Board of Directors may be called by the President on two days' notice to each director, either personally or by mail or by telegram, setting forth the time, place and purpose of the meeting. Special meetings shall be called by the President or Secretary in like manner and on like notice on the written request of two directors.

Section 7. Quorum.

At all meetings of the Board of Directors, a majority of directors shall constitute a quorum for the transaction of business and the act of a majority of the directors present at any meeting at which there is a quorum shall be the act of the Board of Directors, except as may otherwise be specifically provided by statute or by the Certificate. If a quorum shall not be present at any meeting of the Board of Directors, the directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.

Section 8. Action by Consent.

Unless otherwise restricted by the Certificate, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting, if all members of the Board of Directors or committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or committee.

Section 9. Meetings by Telephone.

Unless otherwise restricted by the Certificate, members of the Board of Directors or of any committee thereof, may participate in a meeting of the Board of Directors or committee by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting by use of such equipment shall constitute presence in person at such meeting.

Section 10. Committees, Membership, Powers.

The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees, each committee to consist of one or more of the directors of the corporation. The Board of Directors may designate one or more directors as alternate members of any committee, who may replace any absent or

Attachment 1-2 (continued)

disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in the place of any such absent or disqualified member. Any such committee, to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of the corporation, and may authorize the seal of the corporation to be affixed to all papers which may require it; but no such committee shall have the power or authority in reference to amending the Certificate, adopting an agreement of merger or consolidation, recommending to the stockholders the sale, lease or exchange of all or substantially all of the corporation's property and assets; recommending to the stockholders a dissolution of the corporation or a revocation of a dissolution; amending the bylaws of the corporation; or increasing or decreasing the membership of the Board of Directors; and, unless the resolution or the Certificate expressly so provide, no such committee shall have the power or authority to declare a dividend or to authorize the issuance of stock. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board of Directors.

Section 11. Committees, Minutes.

Each committee shall appoint a secretary of each meeting and keep regular minutes of its meetings and report the same to the Board of Directors.

Section 12. Compensation of Directors.

Unless otherwise restricted by the Certificate, the Board of Directors shall have the authority to fix the compensation of directors. The directors may be paid their expenses, if any, of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors and a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings.

ARTICLE IV

NOTICES

Section 1. Notices.

Whenever, under the provisions of the statutes or of the Certificate or of these bylaws, notice is required to be given to any director or stockholder, it shall not be construed to mean personal notice, but such notice may be given in writing, by mail, addressed to such director or stockholder at their address as it appears on the records of the corporation, with postage thereon prepaid, and such notice shall be deemed to be given at the time when the same shall be deposited in the United States mail. Notice to directors may also be given by telegram.

Attachment 1-2 (continued)

Section 2. Waivers.

Whenever any notice is required to be given under the provisions of the statutes or of the Certificate or of these bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE V

OFFICERS

Section 1. Designations.

The officers of the corporation shall be chosen by the Board of Directors and shall be a Chairman of the Board of Directors (if one shall be elected by the Board of Directors), a President, a Vice President, a Secretary and a Treasurer. The Board of Directors may also choose additional Vice Presidents, and one or more Assistant Secretaries and Assistant Treasurers. Any number of offices may be held by the same person, unless applicable law, the Certificate or these bylaws otherwise provide.

Section 2. Term Removal.

The Board of Directors at its first meeting and after each annual meeting of stockholders shall choose a Chairman of the Board of Directors (if they so desire), a President, one or more Vice Presidents, a Secretary and a Treasurer. The Board of Directors may appoint such other officers and agents as it shall deem necessary who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. The officers of the corporation shall hold office until their successors are chosen and qualify. Any officer elected or appointed by the Board of Directors may be removed at any time by the affirmative vote of a majority if the Board of Directors. Any vacancy occurring in any office of the corporation shall be filled by the Board of Directors.

Section 3. Salaries.

The salaries of all officers and agents of the corporation shall be fixed by the Board of Directors. Any payments made to an officer of the corporation as compensation, salary, commission, bonus, interest, or rent, or in reimbursement of entertainment or travel expense incurred by said officer, shall be, to the greatest extent practical, a deductible expense of the corporation for Federal income tax purposes.

Section 4. The Chairman of the Board of Directors.

The Chairman of the Board of Directors (if one shall be elected by the Board of Directors) shall preside at all meetings of the shareholders and at all meetings of the Board of Directors. The Chairman shall perform all the duties incident to the office of Chairman of the Board of Directors and such other duties as the Board of Directors may from time to time determine or as may be prescribed by these bylaws. In the absence of the President, the Chairman shall be the chief executive and administrative officer and acting President of the corporation.

Attachment 1-2 (continued)

Section 5. The President

The President shall be the chief executive and administrative officer of the corporation, shall have general supervision of the business and finances of the corporation, shall see that all orders and resolutions of the Board of Directors are carried into effect and shall, in the absence of the Chairman of the Board of Directors, preside at all meetings of the shareholders and directors. The President may execute all bonds, deeds, mortgages, conveyances, contracts and other instruments, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these by-laws to some other officer or agent of the corporation, or shall be required by law otherwise to be signed or executed. The President shall have the power to appoint, determine the duties and fix the compensation of such agents and employees as in his judgment may be necessary or proper for the transaction of the business of the corporation. In general, the President shall perform all duties incident to the office of President and such other duties as may from time to time be assigned to him by the Board of Directors. The Board of Directors may confer like power on any other person or persons, except those that by statute are conferred exclusively on the President.

Section 6. The Vice Presidents

The Vice Presidents shall perform such duties as shall be assigned to them and shall exercise such powers as may be granted to them by the Board of Directors or by the President of the corporation. In the absence of the President and the Chairman of the Board of Directors, the Vice Presidents, in order of their seniority, may perform the duties and exercise the powers of the President with the same force and effect as if performed by the President and shall generally assist the President and shall perform the duties and have the powers prescribed by the Board of Directors from time to time.

Section 7. The Secretary

The Secretary shall attend all meetings of the Board of Directors and all meetings of the stockholders and record all the proceedings of the meetings of the corporation and of the Board of Directors in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, under whose supervision he or she shall be. The Secretary shall have custody of the corporate seal of the corporation and he or she, or an Assistant Secretary, shall have authority to affix the same to any instrument requiring it and when so affixed, it may be attested by his or her signature or by the signature of such Assistant Secretary. The Board of Directors may give general authority to any other officer to affix the seal of the corporation and to attest the affixing by his signature.

Section 8. Assistant Secretary

The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Secretary or in the event of his or

Attachment 1-2 (continued)

her inability or refusal to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

Section 9. The Treasurer.

The Treasurer shall have the custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all moneys and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. The Treasurer shall disburse the funds of the corporation as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his or her transactions as Treasurer and of the financial condition of the corporation.

Section 10. Assistant Treasurer.

The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board of Directors (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of his or her inability or refusal to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board of Directors may from time to time prescribe.

ARTICLE VI

CERTIFICATES OF STOCK

Section 1. Certificates of Stock.

Every holder of stock in the corporation shall be entitled to have a certificate, signed by, or in the name of the corporation by the Chairman of the Board of Directors, or the President or a Vice President and the Treasurer or an Assistant Treasurer, or the Secretary or an Assistant Secretary of the corporation, certifying the number of shares owned by him or her in the corporation. Any or all of the signatures on the certificate may be a facsimile. In case any officer, transfer agent or registrar who has signed or whose facsimile signature has been placed upon a certificate shall have ceased to be such officer, transfer agent or registrar before such certificate is issued, it may be issued by the corporation with the same effect as if he or she were such officer, transfer agent or registrar at the date of issue.

Section 2. Lost Certificate.

The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost, stolen or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and

Attachment 1-2 (continued)

as a condition precedent to the issuance thereof, require the owner of such lost, stolen or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or to give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost, stolen or destroyed.

Section 3. Transfers of Stock.

Upon surrender to the corporation or the transfer agent of the corporation of a certificate for shares duly endorsed or accompanied by proper evidence of succession, assignment, or authority to transfer, it shall be the duty of the corporation to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 4. Fixing Record Date

In order that the corporation may determine the stockholders entitled to notice of or to vote at any meeting of stockholders or any adjournment thereof, or to express consent to corporate action in writing without a meeting, or entitled to receive payment of any dividend or other distribution or allotment of any rights, or entitled to exercise any rights in respect of any change, conversion or exchange of stock or for the purpose of any other lawful action, the Board of Directors may fix, in advance, a record date, which shall not be more than sixty (60) nor less than ten (10) days before the date of such meeting, nor more than sixty (60) days prior to any other action. A determination of stockholder of record entitled to notice of or to vote at a meeting of stockholders shall apply to any adjournment of the meeting; provided, however, that the Board of Directors may fix a new record date for the adjourned meeting.

Section 5. Registered Stockholders.

The corporation shall be entitled to recognize the exclusive right of a person registered on its books as the owner of shares to receive dividends, and to vote as such owner, and to hold liable for calls and assessments a person registered on its books as the owner of shares, and shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of the State.

ARTICLE VII

GENERAL PROVISIONS

Section 1. Dividends.

Dividends upon the capital stock of the corporation, subject to the provisions of the Certificate, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property, or in shares of the capital stock, subject to the provisions of the Certificate.

Section 2. Reserves.

Attachment 1-2 (continued)

Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves for working capital, or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. Annual Statement.

The Board of Directors shall present at each annual meeting, and at any special meeting of the stockholders when called for by vote of the stockholders, a full and clear statement of the business and condition of the corporation.

Section 4. Checks and Deposits.

All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate. All funds of the corporation not otherwise employed may be deposited to the credit of the corporation in such banks, trust companies or other depositories as the Board of Directors may from time to time select.

Section 5. Fiscal Year.

The fiscal year of the corporation shall be fixed by resolution of the Board of Directors.

Section 6. Seal.

The corporate seal shall have inscribed thereon the name of the corporation, the year of incorporation and the words "Corporate Seal, California." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or reproduced or otherwise.

ARTICLE VIII

AMENDMENTS

Section 1. Amendments.

These bylaws may be altered, amended or repealed or new bylaws may be adopted by the stockholders or by the Board of Directors, when such power is conferred upon the Board of Directors by the Certificate, at any regular meeting of the stockholders or of the Board of Directors or at any special meeting of the stockholders or of the Board of Directors if notice of such alteration, amendment, repeal or adoption of new bylaws be contained in the notice of such special meeting.

ARTICLE IX

INDEMNIFICATION AND INSURANCE

Section 1. Indemnification.

A. The corporation shall indemnify to the full extent authorized or permitted by the

Attachment 1-2 (continued)

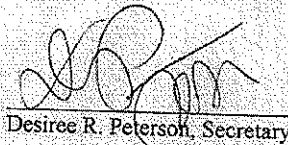
general corporation law of the State, as now in effect or as hereafter amended, any person made, or threatened to be made, a party to any threatened, pending or completed action, suit or proceeding (whether civil, criminal, administrative or investigate, including an action by or in the right of the corporation) by reason of the fact that he is or was a director, officer, employee or agent of the corporation or serves or served any other enterprise as such at the request of the corporation.

B. The foregoing right of indemnification shall not be deemed exclusive of any other rights to which such persons may be entitled apart from this Article IX. The foregoing right of indemnification shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 2. Insurance.

The corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the corporation, or is or was serving at the request of the corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him or her against such liability under the provisions of the general corporation law of the State.

03/07/2005


Desiree R. Peterson, Secretary

Attachment 1-3

Exclusive Recovery, Inc
Balance Sheet
June 30, 2010

ASSETS

Current Assets		
Petty Cash	\$	[REDACTED]
Wells Fargo General		[REDACTED]
Wells Fargo Payroll		[REDACTED]
U S Bank 3187		[REDACTED]
U S Bank 3179		[REDACTED]
Total Current Assets		[REDACTED]
Property and Equipment		
Fleet Trucks		[REDACTED]
Machinery and Equipment		[REDACTED]
Leasehold Improvement		[REDACTED]
Furniture and Fixtures		[REDACTED]
Accum Depreciation		[REDACTED]
Total Property and Equipment		[REDACTED]
Other Assets		
Deposit-Truck		[REDACTED]
Total Other Assets		[REDACTED]
Total Assets	\$	[REDACTED]

LIABILITIES AND CAPITAL

Current Liabilities		
Citi Card Payable	\$	[REDACTED]
Financing on Equipment		[REDACTED]
Total Current Liabilities		[REDACTED]
Long-Term Liabilities		
Financing on Equipment		[REDACTED]
Total Long-Term Liabilities		[REDACTED]
Total Liabilities		[REDACTED]
Capital		
Paid in Capital		[REDACTED]
Retained Earnings		[REDACTED]
Draws		[REDACTED]
Net Income		[REDACTED]
Total Capital		[REDACTED]
Total Liabilities & Capital	\$	[REDACTED]

Unaudited - For Management Purposes Only

Attachment 1-4

Exclusive Recovery, Inc.
 - Income Statement
 For the Six Months Ending June 30, 2010

		Year to Date	
Revenues			
Services/Storage	\$	[REDACTED]	[REDACTED]
Total Revenues		[REDACTED]	[REDACTED]
Cost of Sales			
Vehicle Lease		[REDACTED]	[REDACTED]
Vehicle Fuel		[REDACTED]	[REDACTED]
Vehicle Repairs		[REDACTED]	[REDACTED]
Direct Labor		[REDACTED]	[REDACTED]
Shop Supplies		[REDACTED]	[REDACTED]
Comm Usage		[REDACTED]	[REDACTED]
Lien Sale Service		[REDACTED]	[REDACTED]
Outside Service		[REDACTED]	[REDACTED]
Materials		[REDACTED]	[REDACTED]
Sublet Towing Service		[REDACTED]	[REDACTED]
Total Cost of Sales		[REDACTED]	[REDACTED]
Gross Profit		[REDACTED]	[REDACTED]
Expenses			
Advertising		[REDACTED]	[REDACTED]
Insurance		[REDACTED]	[REDACTED]
Bank Charges		[REDACTED]	[REDACTED]
Dues/Subscriptions		[REDACTED]	[REDACTED]
Meals, Net		[REDACTED]	[REDACTED]
Office Supplies		[REDACTED]	[REDACTED]
Telephone		[REDACTED]	[REDACTED]
Utilities		[REDACTED]	[REDACTED]
Pro Fees		[REDACTED]	[REDACTED]
Rent		[REDACTED]	[REDACTED]
Maintenance		[REDACTED]	[REDACTED]
Depreciation		[REDACTED]	[REDACTED]
Salaries Officer		[REDACTED]	[REDACTED]
Interest		[REDACTED]	[REDACTED]
Taxes Payroll		[REDACTED]	[REDACTED]
Taxes and Licenses		[REDACTED]	[REDACTED]
Tele Answ Svc		[REDACTED]	[REDACTED]
Uniforms		[REDACTED]	[REDACTED]
Gains/Losses		[REDACTED]	[REDACTED]
Total Expenses		[REDACTED]	[REDACTED]
Net Income	\$	[REDACTED]	[REDACTED]

For Management Purposes Only

1.c: Federal Taxpayer Identification Number 33-0878257

1.d: Gerald Kohutek – Primary Contact
3777 Placentia Ln
Riverside, CA 92501
951-682-2003 office
951-941-1134 mobile
951-682-2043 fax
jkohutek@exclusivetowing.com

Desiree R Peterson – Secondary Contact
3777 Placentia Ln
Riverside, CA 92501
951-682-2003 office
949-289-4683 mobile
951-682-2043 fax
dpeterson@exclusivetowing.com

1.e: Motor Carrier Permit CA298003
Expiration: Non-Expiring
Attachment: 1-5

Moreno Valley Business License 21177
Expiration: 12/31/2010
Attachment: 1-6

Workers Compensation Insurance Policy 182832
Expiration: 3/1/2011
Attachment: 1-7

IFTA (International Fuel Tax Agreement) License IFTA CA 330878257
Expiration: 12/31/2010
Attachment: 1-8

BIT Inspection CHP CA 298003, FCN 243265, BATES 1007/000213
Expiration: 10/31/2011
Attachment: 1-9

DMV Pull Notice Program
Expiration: Non-Expiring
Attachment: 1-10

Attachment 1-5

STATE OF CALIFORNIA BUSINESS, TRANSPORTATION AND HOUSING AGENCY



DEPARTMENT OF MOTOR VEHICLES
 MOTOR CARRIER SERVICES BRANCH MS G875
 P.O. BOX 932370 Sacramento, CA. 94232-3700
 (916) 657-8153



11/28/2007



EXCLUSIVE RECOVERY INC
 PO BX 39430
 DOWNEY, CA 90239

 <p>NON-EXPIRING MOTOR CARRIER PERMIT Combined Carrier</p>		
DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA. 94232-3700 EXCLUSIVE RECOVERY INC PO BX 39430 DOWNEY, CA 90239	Valid From: 11/27/2007	Valid Through: Non-Expiring
	CA#: 0298003 The carrier named on this permit is subject to the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification: <div style="text-align: center;">  <p>For Hire Corporation</p> </div>	
Not valid for Intrastate Only Operations		
Pmt Date: N/A	Office #: 154	
Account #: 424908	Tech ID: ED	
Sequence #: 0001	Amt Paid: No Fee	

!!!IMPORTANT REMINDERS!!!


1. This non-expiring Motor Carrier Permit (MCP) will remain valid as long as you continue to conduct interstate operations. The Unified Carrier Registration Act (UCRA) of 2005 exempts combined carriers (carriers who operate both intra and interstate) from MCP requirements.
2. Federal Motor Carrier Safety Administration insurance requirements must be maintained.
3. If you commence intrastate only operations, you must renew your MCP.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

DMV 2200 MCP (NEW 10/2007)

A Public Service Agency

Attachment 1-6

CITY OF MORENO VALLEY		BUSINESS LICENSE TAX RECEIPT	
<small>The person, firm or corporation named below has paid the appropriate fees to the City and is hereby granted this business license tax receipt for the business described below. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of any law or ordinance. The City does not pass on the qualifications of the holder of this business license tax receipt.</small>			
Business Name:	Exclusive Towing	BUSINESS TYPE:	897
Business Location:	14451 Commerce Center Dr #C, Moreno Valley, CA 92553	Description:	Towing & Storage (Rotational Tow)
Business Owner:	Exclusive Recovery, Inc Gerald Kohutek		
EXCLUSIVE TOWING 3777 PLACENTIA LN RIVERSIDE, CA 92501		BUSINESS LICENSE #: 21177	
		Effective Date: January 01, 2010	
		Expiration Date: December 31, 2010	
			
		Richard Teichert Financial & Administrative Services Director	
TO BE POSTED IN A CONSPICUOUS PLACE		NOT TRANSFERABLE	

Attachment 1-7

POLICYHOLDER COPY

SK



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 09-09-2010

GROUP:
POLICY NUMBER: 1828132-2010
CERTIFICATE ID: 24
CERTIFICATE EXPIRES: 03-01-2011
03-01-2010/03-01-2011

CITY OF MORENO VALLEY
14451 COMMERCE CENTER DR
MORENO VALLEY CA 92553-9115

SK

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Meany
Authorized Representative

Douglas V. Stewart
Interim President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #0015 ENTITLED ADDITIONAL INSURED EMPLOYER EFFECTIVE 2010-09-09 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. NAME OF ADDITIONAL INSURED: CITY OF MORENO VALLEY

ENDORSEMENT #1800 - DESIREE PETERSON P.S.T - EXCLUDED.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 03-01-2008 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

EXCLUSIVE RECOVERY INC DBA: EXCLUSIVE TOWING
2081 W PLACENTIA LN
COLTON CA 92324

[JAN.CN]

REV. 1-2010

PRINTED : 09-09-2010

Attachment 1-8

	CALIFORNIA STATE BOARD OF EQUALIZATION	
	INTERNATIONAL FUEL TAX AGREEMENT (IFTA) LICENSE	
IFTA ACCOUNT NUMBER IFTA CA 330878257		Registration Year 2010
BOE ACCOUNT NUMBER IF MT 59-043484		Expiration Date 12/31/10
EXCLUSIVE TOWING EXCLUSIVE RECOVERY INC 3777 PLACENTIA LN RIVERSIDE	CA 92501108	063370 - 063371
BOE-442-IFTA REV.2(11-00)	THIS LICENSE IS NON-TRANSFERABLE.	BOE-08 043484

Above is your International Fuel Tax Agreement (IFTA) license. This license is issued by the California State Board of Equalization (Board) under the terms of the International Fuel Tax Agreement (IFTA). This license is valid for qualified motor vehicles operated by the licensee in all IFTA jurisdictions.

This license, or an exact copy of this license, must be carried in the cab of each qualified motor vehicle registered under the California IFTA program. Along with this license, each vehicle must display one set of valid California IFTA decals on the exterior portion of the truck's cab; one decal on each side. In lieu of the IFTA decals, a valid California International Fuel Tax Agreement (IFTA) Temporary Decal Permit (Form BOE-442-T) may be carried in the cab of the vehicle.

If you do not carry a copy of the IFTA license or do not display the IFTA decals in the required locations on the vehicle(s) (or carry in the cab a valid California IFTA Temporary Decal Permit), it will subject the vehicle operator to the requirement to purchase a fuel trip permit, issuance of a citation and/or imposition of a fine, and possible seizure and sale of the vehicle.

As a holder of this license, you accept certain responsibilities. You must keep adequate records that document the amount of fuel purchased, used, or stored; the amount of fuel tax paid; any fuel use that is exempt from tax; and the number of miles your qualified motor vehicle(s) operated in all IFTA and non-IFTA jurisdictions. Generally, you must keep records for four years.

You must file an IFTA Quarterly Fuel Use Tax Report (Form IFTA-100/101) no later than the last day of the month following the quarterly reporting period. You must file your report with the exact miles traveled and gallons consumed during the reporting period. You must file your quarterly report even if you did not purchase any fuel or operate your vehicles in any IFTA jurisdiction during the reporting period.

Your license is valid only for the entity named and type of ownership specified (for example, sole proprietorship, corporation, partnership, limited liability company, etc.). You should notify the Board immediately if you make ownership changes, sell your business, stop operating, or otherwise close your California IFTA license account. Upon closure of your account, you must destroy this license and all copies and remove all related decals issued by the California State Board of Equalization from your vehicles.

This license is valid only if issued by the California State Board of Equalization. Any agent or other person who alters or otherwise produces unauthorized fuel tax credentials is creating fraudulent documents, the use of which may result in civil liability, criminal prosecution or revocation of the license.

If you have any questions, please call the Fuel Taxes Division at 916-322-9669 or Information Center at 1-800-400-7115. You may also write to the State Board of Equalization; Fuel Taxes Division MIC:65; PO Box 942879; Sacramento, CA 94279-0065.

STATE BOARD OF EQUALIZATION
Fuel Taxes Division

Attachment 1-9

State of California--Business, Transportation and Housing Agency

ARNOLD SCHWARZENEGGER, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

P. O. Box 942898
 Sacramento, California 94298-0001
 (916) 843-4150
 (800) 735-2929 (TT/TDD)
 (800) 735-2922 (Voice)



July 7, 2010

APPLICATION FOR BIT PROGRAM (RENEWAL)

File No.: 42.A10983.CHP365E

EXCLUSIVE RECOVERY INC
 3777 PLACENTIA LN
 RIVERSIDE, CA 92501

California CHP CA 298003 FCN 243265 BATES: 1007/000213

Please read all of the enclosed information before completing this application. All questions should be directed to the CHP Inland Division Motor Carrier Safety Unit at (909) 806-2414. DO NOT CALL THE CHP FISCAL MANAGEMENT SECTION. To apply for your inspection, complete this application form and return it with the appropriate fees to:

California Highway Patrol
 Fiscal Management Section, BIT Program
 P. O. Box 942902
 Sacramento, CA 94298-2902

The current Biennial Inspection of Terminals (BIT) inspection period for the terminal location listed below will expire 25 months after your last inspection date. According to California Vehicle Code Section 34501.12, inspection fees must be submitted not later than seven months prior to the expiration of the current inspection cycle. Please clearly indicate any changes below.

Last Inspection Date: April 2, 2009 Penalties due after: 10/31/2010
 Terminal Location: 3777 PLACENTIA LN, RIVERSIDE, CA 92501

Number of BIT regulated vehicles operated from this Terminal:

Fleet size is determined by counting each power unit and each trailer, including dollies, individually.

The fee for each terminal is identified below.

Terminal fleet size	Required fee per terminal	Terminal fleet size	Required fee per terminal	Terminal fleet size	Required fee per terminal
1	\$270	9 to 15	\$615	51 to 90	\$1,165
2	\$375	16 to 25	\$800	91 or more	\$1,870
3 to 8	\$510	26 to 50	\$1,040		

Make all checks/money orders payable to the 'California Highway Patrol' and mail with this application to the address shown above. **DO NOT SEND CASH OR COMBINE WITH ANY OTHER FEE**

NOTE: Failure to pay any fee required by this section, within the required time frame, is a misdemeanor and may result in the issuance of a citation, or suspension of your motor carrier or property permit or household goods carrier permit, as applicable. Vehicles operating while a permit is suspended may be impounded. Failure to submit the entire fee within the prescribed time frame shall result in additional delinquent fees as follows:

- For delinquency period of more than 30 days, the penalty is 60 percent of the required fee.
- For delinquency period of one to two years, the penalty is 80 percent of the required fee.
- For delinquency period of more than two years, the penalty is 160 percent of the required fee.

Name of person completing this form (please print): D Peterson

Daytime telephone number, including area code: 951 687 2009

***** DO NOT WRITE BELOW THIS LINE - FOR CHP USE ONLY *****

Amount	Check No	Check Date	Postmark Date	Batch Date	Batch Number	Cashier

Safety, Service and Security

FOR OFFICIAL USE ONLY

L4: Rev. 2/09

Attachment 1-10



PULL NOTICE CONTRACT

Requester # M9338

THIS AGREEMENT is made and entered into this 28 day of June 1990 between the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF MOTOR VEHICLES, herein called SELLER, and Exclusive Towing herein called BUYER.

BUYER desires to purchase information from SELLER'S record under the terms and conditions and at the rates set forth in the "Employer Pull Notice Program, Information For Enrollment," attached hereto and hereby incorporated and made a part of this contract. SELLER will furnish information in accordance with the terms specified below:

1. SELLER will furnish said information as soon as possible after receipt of request, and will furnish a subsequent report each time a record is updated under the following conditions while the BUYER'S notification request remains valid and uncanceled: abstracts of conviction, failure to appear notices, failure to pay notices, accidents, suspensions, revocations or any other actions taken against the driving privilege or certificate.
2. BUYER will not use any information or portions of information acquired under the provisions of this contract for any purpose other than administering company policies in regard to the driving record requirements of employees. BUYER will not sell, assign or otherwise transfer any of the information or portions of information acquired under the provisions of this contract. For breach of this condition, or if the buyer fails to pay money owed the seller within 45 days of billing, the SELLER may elect to cancel this contract immediately upon notice to the BUYER.
3. All sensitive data, documentation, or other information, which is designated confidential by SELLER and is inadvertently made available to BUYER will be protected by BUYER from unauthorized use and disclosure.
4. BUYER agrees to defend, indemnify and hold harmless SELLER and its officers, agents and employees from any and all claims, actions, damages and losses which may be brought or alleged against SELLER, its officers, agents or employees by reason of the negligent, intentional, improper or unauthorized use or dissemination by BUYER, or its officers, agents or employees of accurate information furnished to BUYER by SELLER under this Agreement.
5. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
6. This Agreement is not assignable by BUYER either in whole or in part without the written consent of SELLER.
7. BUYER and its agents or employees shall act in an independent capacity and not as officers, employees or agents of SELLER.
8. This Agreement is subject to any restrictions, limitations or conditions enacted by the Legislature which may affect the provisions or terms of this Agreement in any manner.
9. Except for the election of SELLER to cease furnishing information or to cancel this contract upon notice as above provided, this contract shall continue until canceled by either party upon at least thirty (30) days written notice to the other.

Exclusive Towing
COMPANY NAME (PLEASE PRINT)
3777 Placentia Ln.
MAILING ADDRESS
Riverside CA 92501
CITY STATE ZIP

B. Murphy
SIGNATURE OF AUTHORIZED DMV REPRESENTATIVE
X
SIGNATURE OF AUTHORIZED REPRESENTATIVE
X Gerald Konutek-owner
PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

INF 1105 (NEW 12/85)

- 1.f: Exclusive Recovery Inc (dba Exclusive Towing) accepts all stated conditions as indicated in RFP JLL-10/11-01 and the Moreno Valley Municipal Code requirements as stated in Chapter 12.14.

Section 2 – Facilities, Equipment, and Personnel

- 2.a.I: Exclusive Towing
Gerald Kohutek
14451 Commerce Center Dr
Moreno Valley, CA 92553
951-653-2007 office
951-653-1111 fax
Clearance has been received to retrofit 14461 Commerce Center Dr for addition storage.
Attachment: 2-1 Clearance to Retrofit

Attachment 2-1

No: P10-078 **PLANNING SECONDARY CASES DATA SHEET** 10-11-2010

DATA: People

APPLICANT EXCLUSIVE RECOVERY 09/16/2010 Phone: 951.653.2007
 JERRY KOHUTEK
 14451 COMMERCE CENTER DR
 MORENO VALLEY, CA 92553
 License:
 BUSINESS EXCLUSIVE RECOVERY IMPOUND T 09/16/2010 Phone:
 License:
 OWNER NEJEDLY, A C 09/16/2010 Phone:
 7095 INDIANA AVE STE 100
 RIVERSIDE CA
 92506
 License:

DATA: Staff

SL ??

DATA: Parcels/Addresses

297-130-060
 14461 COMMERCE CENTER DR MORV

Data: Valuation

Occupancy	Type	Factor	Sq Feet	Valuation
	Totals...			\$607.00*

Data: Base Information

Submitted: 09/16/2010 Notified: 10/16/2010 Plan Check Applied:
 Finald: 10/11/2010 Other: Comply by:
 Issued: Expires: 10/11/2013
 - Status: APPROVED Active/Inactive:
 Description: ADMIN PLOT PLAN FOR IMPOUND TOW YARD
 Location: COMMERCE CENTER AND CACTUS
 Zoning:
 #Units: 0 #Bldgs: 0 Validated By:
 #Added Rooms: 0 Lots: ?? Pub Own:
 Acres: 0

Data: Fee Summary

Item#	Description	Account Code	Tot Fee	Paid	Prv. Pmts	Cur. Pmts
1000	PLANNING APPLIC	1115	607.00	607.00	607.00	.00

Attachment 2-1 (continued)

No: P10-078

PLANNING SECONDARY CASES DATA SHEET

10-11-2010

Total Fees: \$607.00
Additional Fees: \$0.00
Total Payments: \$607.00
Balance Due: \$0.00

DATA: Inspections

Item: 02000 ADMINISTRATIVE (CASE RELATED)
Item: 02040 MEETINGS (CASE RELATED)
Item: 05006 FIRE - CASE REVIEW
Item: 09000 LAND DEVELOPMENT -CASE REVIEW
Item: 09001 TRANSPORTATION - CASE REVIEW
Item: 09002 BUILDING - CASE REVIEW
Item: 09003 ATTORNEY - CASE REVIEW

DATA: Conditions

DATA: Approvals

DATA: All - L/H/N and Comments

2.a.II: Property Dimensions 373' x 164' (55,000 sq/ft)
Attachments: 2-2 Property Plans

Attachment 2-2



VISION • LEADERSHIP • DESIGN • CRAFTSMANSHIP

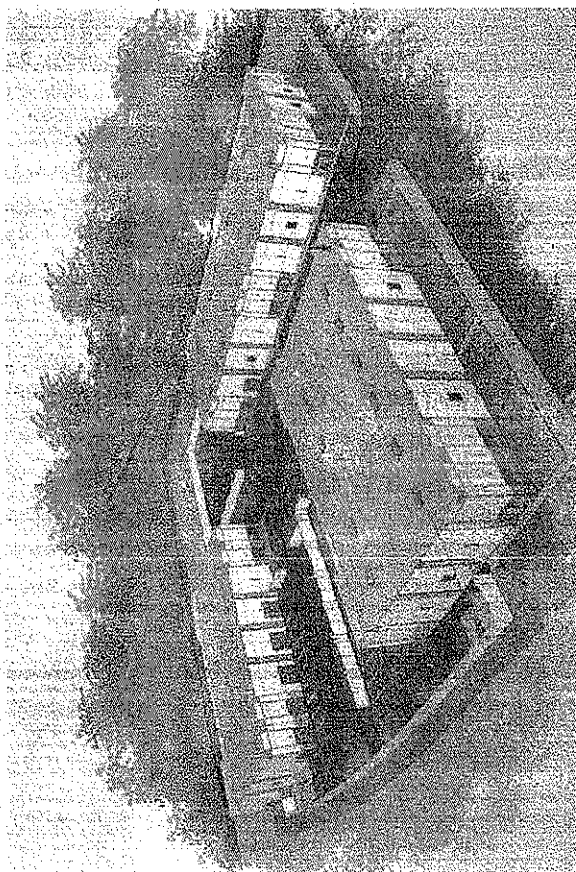
COMMERCE CENTER DRIVE MORENO VALLEY, CA 92553

Palmer Industrial Properties, Inc. - Commerce Center Industrial Buildings

7407 Oxford Place, Rancho Cucamonga, California 91730 888.368.8673
 170 Meadow Lane, Glenwood Springs, Colorado 81601 888.788.3974

CALL FOR MORE INFORMATION
 888.368.8673
 888.788.3974
 WWW.PALMERINDUSTRIAL.COM

EXCLUSIVE
TOWING



Attachment 2-2 (continued)

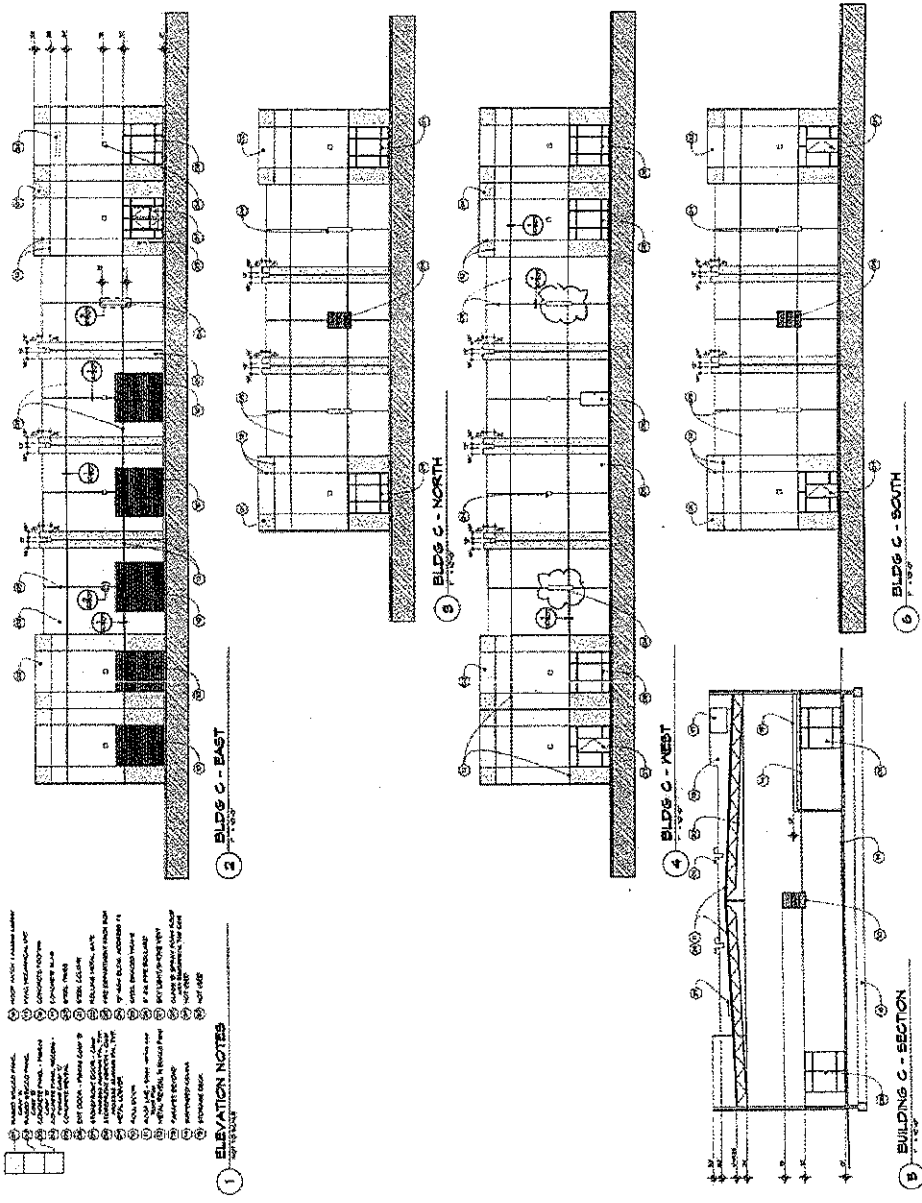


COMMERCIAL ENGINEERING
JAMES R. GORMAN
No. 12345
State of Indiana
Mechanical Engineering

HAIRCROSS IND. PROP., LLC
COMMERCIAL CENTER DRIVE
MORNING VALLEY, IN 45555

Blgd. C Elevations
SCALE: 1/8" = 1'-0"
DATE: 10/11/01
DRAWN BY: JRG
CHECKED BY: JRG
DATE: 10/11/01

PIEST NO.
A-905



Attachment 2-2 (continued)

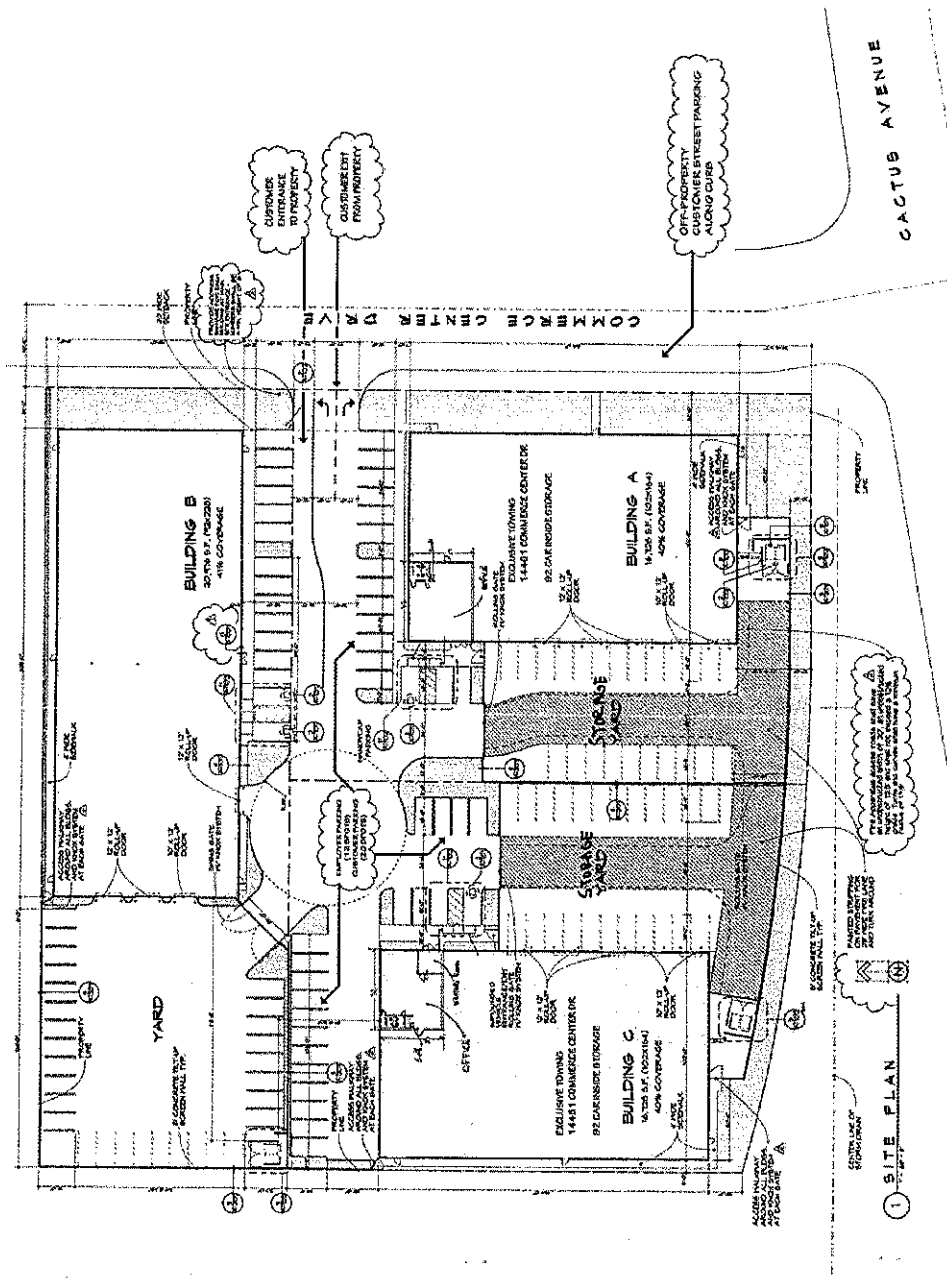


CONSTRUCTION
SCHEDULE
AND
OPERATIONS
MANUAL
FOR
EXCLUSIVE
RECOVERY
TOW YARD

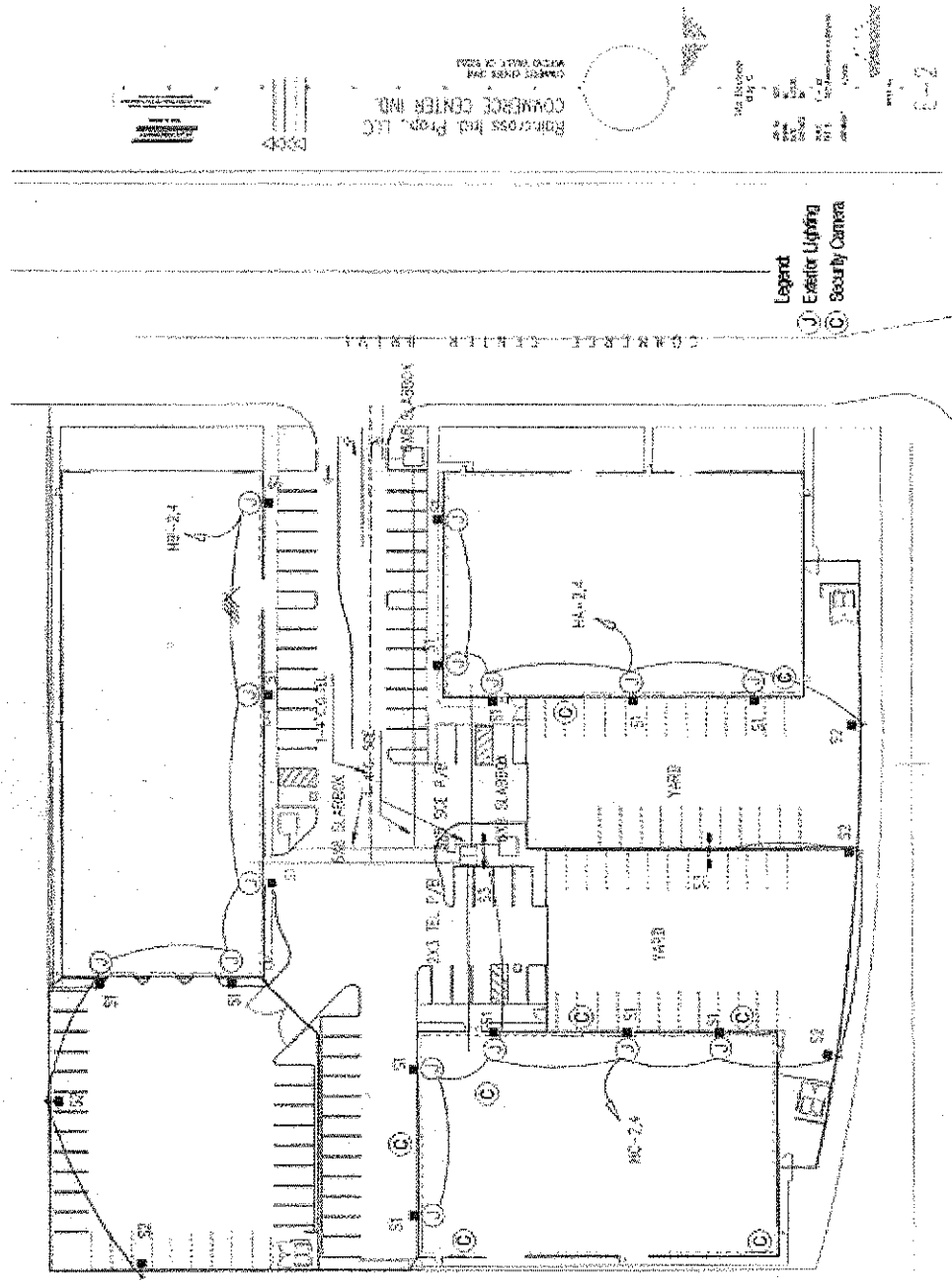
EXCLUSIVE RECOVERY TOW YARD
HAIRCROSS IMP. PROP., LLC
COMMERCE CENTER BLDG.
951 • 682 • 2003
COMMERCIAL CENTER DRIVE
MORGAN VALLEY, TX 75093
CREATED BY KOWATSKY

DATE: 10/11/11
DESIGNED BY: KOWATSKY
DRAWN BY: J. HARRIS
CHECKED BY: J. HARRIS
SCALE: AS SHOWN
PROJECT: EXCLUSIVE RECOVERY TOW YARD

SECTION
A-101



Attachment 2-2 (continued)



Attachment 2-2 (continued)

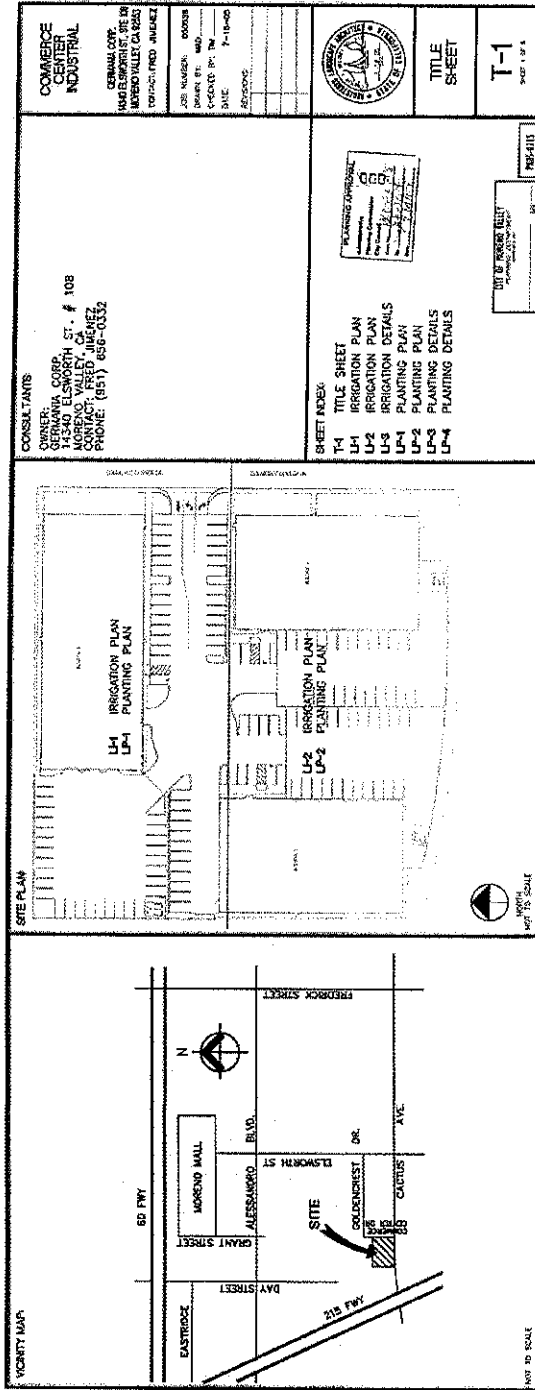
COMMERCE CENTER INDUSTRIAL
CORNER OF COMMERCE
CENTER DR. AND CACTUS
MORENO VALLEY, CA

CLIENT:
 GERMANIA CORP.
 14340 ELSWORTH ST., STE. 108
 MORENO VALLEY, CA 92553



500 Spectrum Avenue
 Riverside, CA 92506
 Phone: (951) 942-2100
 Fax: (951) 942-8371
 www.landscape.com

Gerard Miller, L.A.S.



<p>CONSULTANTS OWNER: GERMANIA CORP. 14340 ELSWORTH ST., # 108 MORENO VALLEY, CA 92553 CONTRACT: FRED JIMENEZ PHONE: (951) 656-0332</p>	<p>COMMERCE CENTER INDUSTRIAL GERMANIA CORP. 14340 ELSWORTH ST. # 108 MORENO VALLEY, CA 92553 CONTRACT: FRED JIMENEZ PHONE: (951) 656-0332</p>	<p>JOB NUMBER: 060209 SHEET NO.: 108 PROJECT NO.: 108 DATE: 7-10-00</p>	<p>SEAL PROFESSIONAL ENGINEER STATE OF CALIFORNIA NO. 10820 EXPIRES 12/31/01</p>	<p>TITLE SHEET T-1 SHEET 1 OF 1</p>
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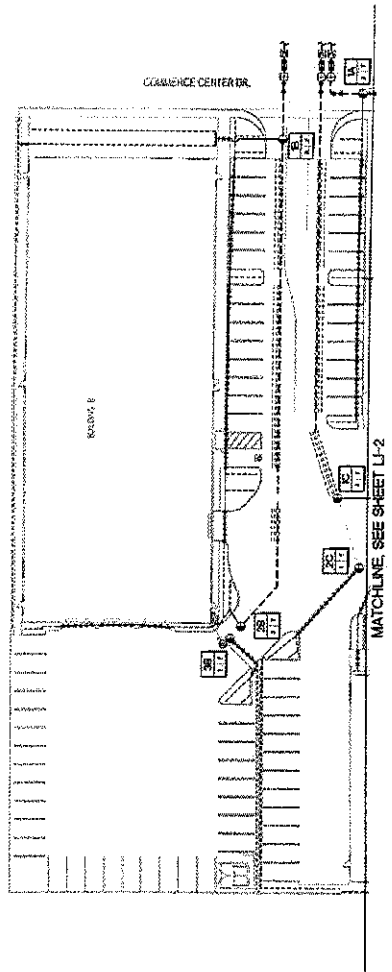
SHEET INDEX

T-1	TITLE SHEET
U-1	IRRIGATION PLAN
U-2	IRRIGATION PLAN
U-3	IRRIGATION DETAILS
U-4	PLANTING PLAN
U-5	PLANTING PLAN
U-6	PLANTING DETAILS
U-7	PLANTING DETAILS
U-8	PLANTING DETAILS
U-9	PLANTING DETAILS
U-10	PLANTING DETAILS

DATE: 7-10-00

Attachment 2-2 (continued)

 <p>TRIPLE C LANDSCAPE ARCHITECTURE 4671 Pacific Ave Berkeley, CA 94704 Phone: (925) 334-6828 Fax: (925) 334-6829 www.triplec.com</p>	<p>COMMENCE CENTER INDUSTRIAL GERMANIA CORP. 14500 EL BURNING CT. MORENO VALLEY, CA</p>	<p>JOB NUMBER: 00028 SCALE: AS SHOWN DATE: 7-16-09 REVISIONS:</p>		<p>IRIGATION PLAN</p>	<p>SCALE: 1/8"=1'-0" DIAGRAM EXPLANATION L-1 SHEET 7 OF 8</p>
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SCHEDULE 400 PVC 1/2" IRIGATION SCHEDULE		
SIZE	WALL THICKNESS	WALL WEIGHT
1/2"	0.100"	0.100
3/4"	0.125"	0.125
1"	0.150"	0.150
1 1/4"	0.1875"	0.1875
1 1/2"	0.200"	0.200
2"	0.250"	0.250
2 1/2"	0.3125"	0.3125
3"	0.375"	0.375
4"	0.500"	0.500
6"	0.750"	0.750
8"	1.000"	1.000

SCHEDULE 400 PVC 1/2" IRIGATION SCHEDULE		
SIZE	WALL THICKNESS	WALL WEIGHT
1/2"	0.100"	0.100
3/4"	0.125"	0.125
1"	0.150"	0.150
1 1/4"	0.1875"	0.1875
1 1/2"	0.200"	0.200
2"	0.250"	0.250
2 1/2"	0.3125"	0.3125
3"	0.375"	0.375
4"	0.500"	0.500
6"	0.750"	0.750
8"	1.000"	1.000

NOTES:
1. ALL IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH THE IRRIGATION MANUAL, 1998 EDITION, PUBLISHED BY THE IRRIGATION ENGINEERS SOCIETY OF AMERICA, 1100 17TH ST., SUITE 100, DENVER, CO 80202.
2. ALL IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH THE IRRIGATION MANUAL, 1998 EDITION, PUBLISHED BY THE IRRIGATION ENGINEERS SOCIETY OF AMERICA, 1100 17TH ST., SUITE 100, DENVER, CO 80202.
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9. ALL IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH THE IRRIGATION MANUAL, 1998 EDITION, PUBLISHED BY THE IRRIGATION ENGINEERS SOCIETY OF AMERICA, 1100 17TH ST., SUITE 100, DENVER, CO 80202.
10. ALL IRRIGATION SHALL BE INSTALLED IN ACCORDANCE WITH THE IRRIGATION MANUAL, 1998 EDITION, PUBLISHED BY THE IRRIGATION ENGINEERS SOCIETY OF AMERICA, 1100 17TH ST., SUITE 100, DENVER, CO 80202.

EQUIPMENT LEGEND			
SYMBOL	DESCRIPTION	SIZE	DEPTH
(1)	1/2" PVC 1/2" IRRIGATION	1/2"	12"
(2)	3/4" PVC 3/4" IRRIGATION	3/4"	12"
(3)	1" PVC 1" IRRIGATION	1"	12"
(4)	1 1/4" PVC 1 1/4" IRRIGATION	1 1/4"	12"
(5)	1 1/2" PVC 1 1/2" IRRIGATION	1 1/2"	12"
(6)	2" PVC 2" IRRIGATION	2"	12"
(7)	2 1/2" PVC 2 1/2" IRRIGATION	2 1/2"	12"
(8)	3" PVC 3" IRRIGATION	3"	12"
(9)	4" PVC 4" IRRIGATION	4"	12"
(10)	6" PVC 6" IRRIGATION	6"	12"
(11)	8" PVC 8" IRRIGATION	8"	12"
(12)	10" PVC 10" IRRIGATION	10"	12"
(13)	12" PVC 12" IRRIGATION	12"	12"
(14)	14" PVC 14" IRRIGATION	14"	12"
(15)	16" PVC 16" IRRIGATION	16"	12"
(16)	18" PVC 18" IRRIGATION	18"	12"
(17)	20" PVC 20" IRRIGATION	20"	12"
(18)	22" PVC 22" IRRIGATION	22"	12"
(19)	24" PVC 24" IRRIGATION	24"	12"
(20)	26" PVC 26" IRRIGATION	26"	12"
(21)	28" PVC 28" IRRIGATION	28"	12"
(22)	30" PVC 30" IRRIGATION	30"	12"
(23)	32" PVC 32" IRRIGATION	32"	12"
(24)	34" PVC 34" IRRIGATION	34"	12"
(25)	36" PVC 36" IRRIGATION	36"	12"
(26)	38" PVC 38" IRRIGATION	38"	12"
(27)	40" PVC 40" IRRIGATION	40"	12"
(28)	42" PVC 42" IRRIGATION	42"	12"
(29)	44" PVC 44" IRRIGATION	44"	12"
(30)	46" PVC 46" IRRIGATION	46"	12"
(31)	48" PVC 48" IRRIGATION	48"	12"
(32)	50" PVC 50" IRRIGATION	50"	12"
(33)	52" PVC 52" IRRIGATION	52"	12"
(34)	54" PVC 54" IRRIGATION	54"	12"
(35)	56" PVC 56" IRRIGATION	56"	12"
(36)	58" PVC 58" IRRIGATION	58"	12"
(37)	60" PVC 60" IRRIGATION	60"	12"
(38)	62" PVC 62" IRRIGATION	62"	12"
(39)	64" PVC 64" IRRIGATION	64"	12"
(40)	66" PVC 66" IRRIGATION	66"	12"
(41)	68" PVC 68" IRRIGATION	68"	12"
(42)	70" PVC 70" IRRIGATION	70"	12"
(43)	72" PVC 72" IRRIGATION	72"	12"
(44)	74" PVC 74" IRRIGATION	74"	12"
(45)	76" PVC 76" IRRIGATION	76"	12"
(46)	78" PVC 78" IRRIGATION	78"	12"
(47)	80" PVC 80" IRRIGATION	80"	12"
(48)	82" PVC 82" IRRIGATION	82"	12"
(49)	84" PVC 84" IRRIGATION	84"	12"
(50)	86" PVC 86" IRRIGATION	86"	12"
(51)	88" PVC 88" IRRIGATION	88"	12"
(52)	90" PVC 90" IRRIGATION	90"	12"
(53)	92" PVC 92" IRRIGATION	92"	12"
(54)	94" PVC 94" IRRIGATION	94"	12"
(55)	96" PVC 96" IRRIGATION	96"	12"
(56)	98" PVC 98" IRRIGATION	98"	12"
(57)	100" PVC 100" IRRIGATION	100"	12"



COMMENCE CENTER INDUSTRIAL
14500 EL BURNING CT.
MORENO VALLEY, CA

Attachment 2-2 (continued)

JLL CITY
 DESIGN SERVICES
 1000 BROADWAY, SUITE 3000
 DENVER, CO 80202
 TEL: 303.733.3333
 WWW.JLLCITY.COM

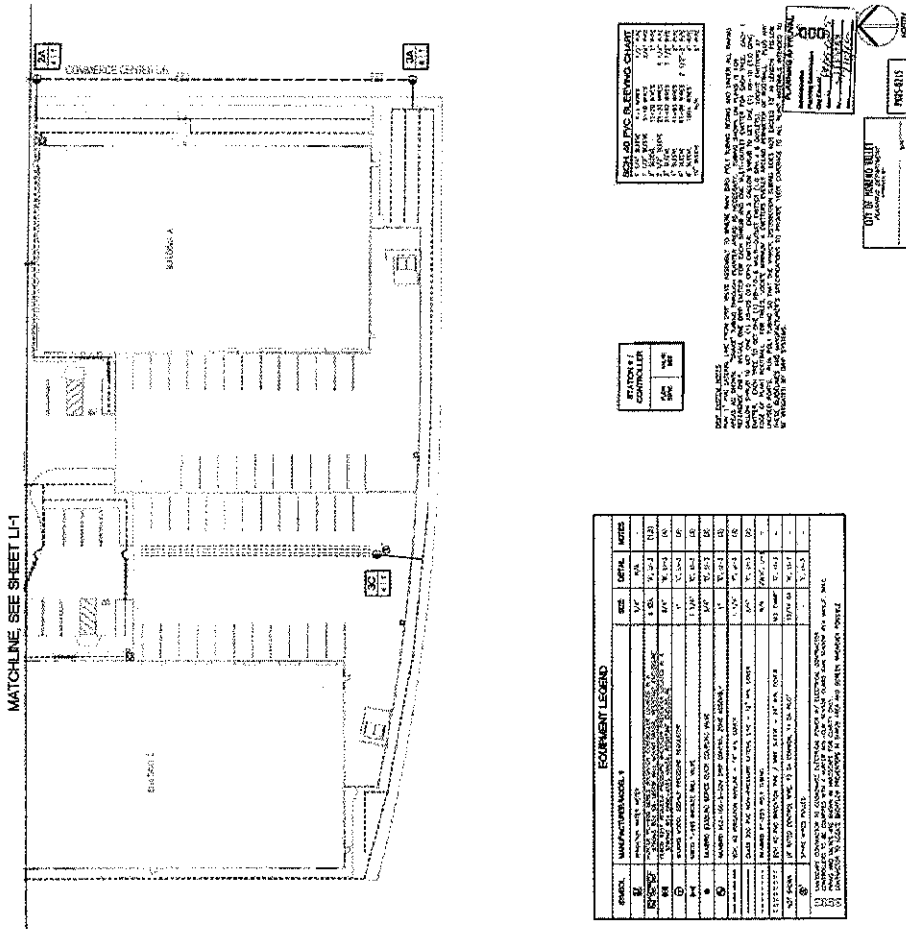
COMMERCIAL CENTER INDUSTRIAL
 GERMANIA CORP.
 1400 S. WASHINGTON ST.
 MOORE VALLEY, CA 95558

DATE: 7-18-06
 CHECKED BY: TM
 DESIGNED BY: JLL

IRRIGATION PLAN

SCALE: 1"=40'-0"

LI-2
 SHEET 3 OF 6



PIPING SCHEDULE CHART

1/2" PIPING	1.000
3/4" PIPING	1.200
1" PIPING	1.500
1 1/2" PIPING	2.000
2" PIPING	2.500
2 1/2" PIPING	3.000
3" PIPING	3.500
4" PIPING	4.000
6" PIPING	5.000

ITEM NO.	DESCRIPTION	QTY.
1	1/2" PIPING	100
2	3/4" PIPING	120
3	1" PIPING	150
4	1 1/2" PIPING	200
5	2" PIPING	250
6	2 1/2" PIPING	300
7	3" PIPING	350
8	4" PIPING	400
9	6" PIPING	500

QTY.	DESCRIPTION	UNIT	PRICE	TOTAL
100	1/2" PIPING	FT.	0.010	1.00
120	3/4" PIPING	FT.	0.012	1.44
150	1" PIPING	FT.	0.015	2.25
200	1 1/2" PIPING	FT.	0.020	4.00
250	2" PIPING	FT.	0.025	6.25
300	2 1/2" PIPING	FT.	0.030	9.00
350	3" PIPING	FT.	0.035	12.25
400	4" PIPING	FT.	0.040	16.00
500	6" PIPING	FT.	0.050	25.00
10	1/2" VALVE	EA.	10.00	100.00
12	3/4" VALVE	EA.	12.00	144.00
15	1" VALVE	EA.	15.00	225.00
20	1 1/2" VALVE	EA.	20.00	400.00
25	2" VALVE	EA.	25.00	625.00
30	2 1/2" VALVE	EA.	30.00	900.00
35	3" VALVE	EA.	35.00	1225.00
40	4" VALVE	EA.	40.00	1600.00
50	6" VALVE	EA.	50.00	2500.00
100	1/2" FITTING	EA.	0.10	10.00
120	3/4" FITTING	EA.	0.12	14.40
150	1" FITTING	EA.	0.15	22.50
200	1 1/2" FITTING	EA.	0.20	40.00
250	2" FITTING	EA.	0.25	62.50
300	2 1/2" FITTING	EA.	0.30	90.00
350	3" FITTING	EA.	0.35	122.50
400	4" FITTING	EA.	0.40	160.00
500	6" FITTING	EA.	0.50	250.00
10	1/2" ELBOW	EA.	0.10	1.00
12	3/4" ELBOW	EA.	0.12	1.44
15	1" ELBOW	EA.	0.15	2.25
20	1 1/2" ELBOW	EA.	0.20	4.00
25	2" ELBOW	EA.	0.25	6.25
30	2 1/2" ELBOW	EA.	0.30	9.00
35	3" ELBOW	EA.	0.35	12.25
40	4" ELBOW	EA.	0.40	16.00
50	6" ELBOW	EA.	0.50	25.00

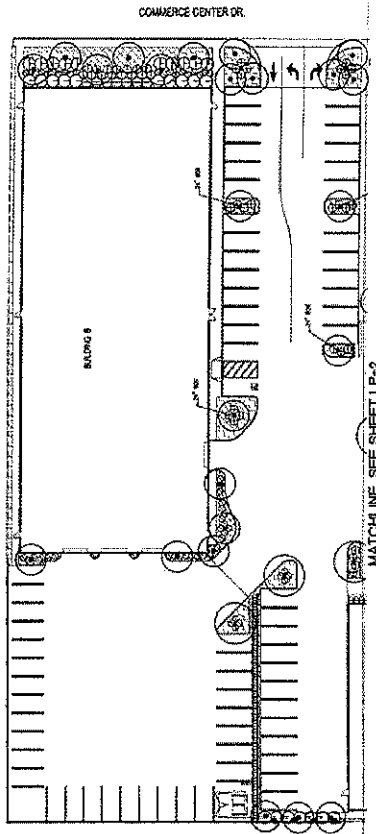
GENERAL NOTES:

1. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DENVER PLUMBING CODE AND THE CALIFORNIA PLUMBING CODE.
2. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DENVER PLUMBING CODE AND THE CALIFORNIA PLUMBING CODE.
3. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DENVER PLUMBING CODE AND THE CALIFORNIA PLUMBING CODE.
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7. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DENVER PLUMBING CODE AND THE CALIFORNIA PLUMBING CODE.
8. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DENVER PLUMBING CODE AND THE CALIFORNIA PLUMBING CODE.
9. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DENVER PLUMBING CODE AND THE CALIFORNIA PLUMBING CODE.
10. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DENVER PLUMBING CODE AND THE CALIFORNIA PLUMBING CODE.
11. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DENVER PLUMBING CODE AND THE CALIFORNIA PLUMBING CODE.
12. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DENVER PLUMBING CODE AND THE CALIFORNIA PLUMBING CODE.
13. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DENVER PLUMBING CODE AND THE CALIFORNIA PLUMBING CODE.
14. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DENVER PLUMBING CODE AND THE CALIFORNIA PLUMBING CODE.
15. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DENVER PLUMBING CODE AND THE CALIFORNIA PLUMBING CODE.
16. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DENVER PLUMBING CODE AND THE CALIFORNIA PLUMBING CODE.
17. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DENVER PLUMBING CODE AND THE CALIFORNIA PLUMBING CODE.
18. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DENVER PLUMBING CODE AND THE CALIFORNIA PLUMBING CODE.
19. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DENVER PLUMBING CODE AND THE CALIFORNIA PLUMBING CODE.
20. ALL PIPING SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF DENVER PLUMBING CODE AND THE CALIFORNIA PLUMBING CODE.

General Irrigation Notes

Attachment 2-2 (continued)

 <p>ALICE CHRY LANDSCAPE ARCHITECTS 4445 Wilshire Ave. Suite 100 Beverly Hills, CA 90210 Tel: (310) 341-2111 www.alicechry.com</p>	<p>COMMERCE CENTER INDUSTRIAL</p> <p>GERMANIA CORP. 14000 STATE ST. MORRIS VALLEY, CA</p> <p>DRAWN BY: V. ... CHECKED BY: TM ... DATE: 7-18-00 REVISIONS:</p>		<p>PLANTING PLAN</p>	<p>SCALE: 1"=50'-0"</p> <p>DIAGRAM</p> <p>330-227-2600</p>	<p>LP-1</p> <p>SHEET 2 OF 3</p>






PLANTING LEGEND:

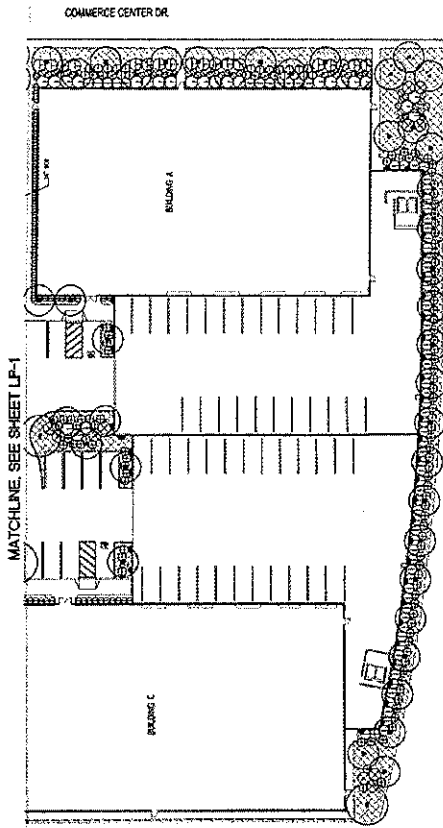
PLANT NAME	COMMON NAME	SIZE / SPACING	QTY
MACTENRA BUCK THORN	MACTENRA BUCK THORN	1" DIA. - 8' ON C.	12
WILD BIRD	WILD BIRD	1" DIA. - 8' ON C.	12
ROSEMOYNE BUCK	ROSEMOYNE BUCK	1" DIA. - 8' ON C.	12
SHAWNEE BUCK	SHAWNEE BUCK	1" DIA. - 8' ON C.	12
PROSPERITY BUCK	PROSPERITY BUCK	1" DIA. - 8' ON C.	12
MACTENRA BUCK THORN	MACTENRA BUCK THORN	1" DIA. - 8' ON C.	12
WILD BIRD	WILD BIRD	1" DIA. - 8' ON C.	12
ROSEMOYNE BUCK	ROSEMOYNE BUCK	1" DIA. - 8' ON C.	12
SHAWNEE BUCK	SHAWNEE BUCK	1" DIA. - 8' ON C.	12
PROSPERITY BUCK	PROSPERITY BUCK	1" DIA. - 8' ON C.	12

NOTES:
 1. ALL PLANTING IS TO BE DONE BY THE CONTRACTOR.
 2. ALL PLANTING IS TO BE DONE BY THE CONTRACTOR.
 3. ALL PLANTING IS TO BE DONE BY THE CONTRACTOR.

DATE: 7-18-00
 DRAWN BY: V. ...
 CHECKED BY: TM ...
 SCALE: 1"=50'-0"

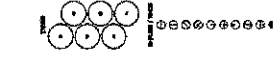
Attachment 2-2 (continued)

 <p>PLANTING Landscape Architecture 4875 Becken Ave. San Diego, CA 92121 Tel: (619) 594-8300 www.plantingsd.com</p>	<p>COMMERCE CENTER INDUSTRIAL</p> <p>GERMANIA CORP. 14500 STATE ST. MARIPOSA VALLEY, CA</p> <p>JOB NUMBER: 06020 DRAWN BY: [blank] CHECKED BY: TM DATE: 7-18-00 REVISIONS:</p>	 <p>PLANTING PLAN</p> <p>SCALE: 1/8"=1'-0"</p>  <p>LP-2 SHEET 6 OF 8</p>
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DESCRIPTION	QTY	SIZE	DATE
USE WOOD PLANT	1	1 1/2" x 1 1/2"	7/18/00
USE WOOD PLANT	1	1 1/2" x 1 1/2"	7/18/00
USE WOOD PLANT	1	1 1/2" x 1 1/2"	7/18/00

COMPANION NAME	QTY	DATE
ONE WIFE	1	7/18/00
ONE WIFE	1	7/18/00
ONE WIFE	1	7/18/00



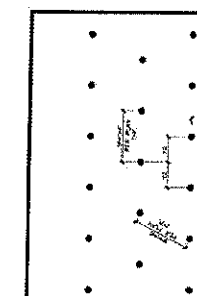


PLANTING PLAN

SCALE: 1/8"=1'-0"

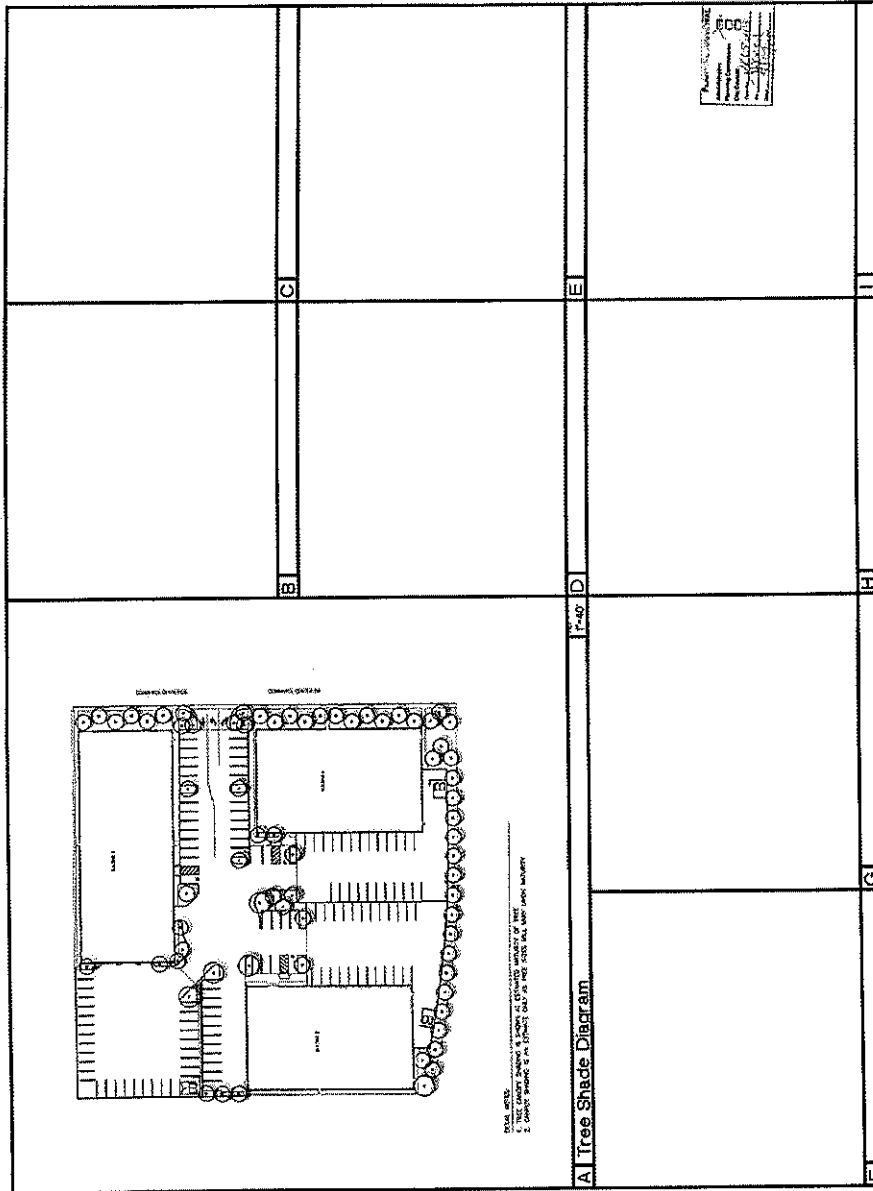
LP-2
SHEET 6 OF 8

Attachment 2-2 (continued)

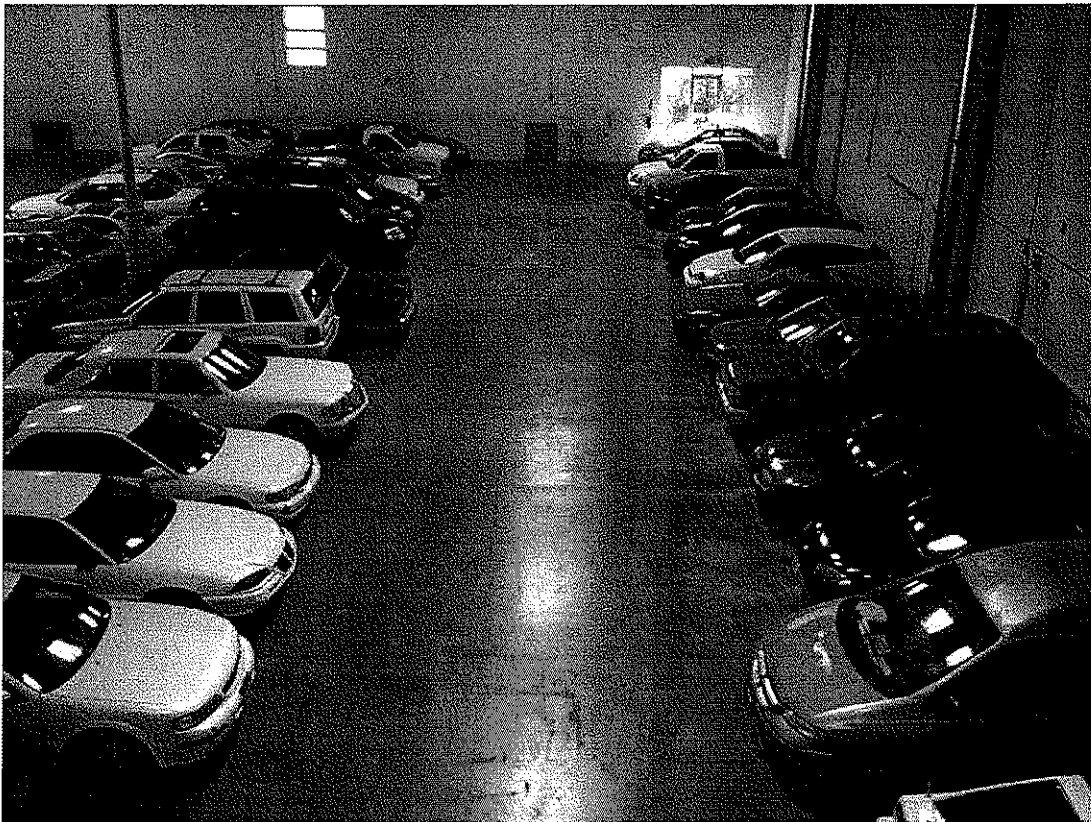
 <p>NITC GROUP CURRENT OPERATIONS 501 Foster Ave. Berkeley, CA 94704 Phone: (916) 342-0200 Fax: (916) 342-0201</p>	<p>COMMERCE CENTER INDUSTRIAL CERIANA CORP. 4000 ELIZABETH ST. MORENO VALLEY, CA 92553</p>	<p>PROJECT NUMBER: 000000 DESIGNED BY: NITC DATE: 7-18-05 REVISED:</p>		<p>PLANTING DETAILS</p>	<p>SCALE: N.T.S. DIGITAL 2000-2004</p>	<p>LP-3 PAGE 7 OF 8</p>
 <p>A Tree Planting</p> <p>PLANTING NOTES</p> <ol style="list-style-type: none"> 1. TREE TO BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 2. TREE TO BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 3. TREE TO BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 4. TREE TO BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 5. TREE TO BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 6. TREE TO BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 7. TREE TO BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 8. TREE TO BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 9. TREE TO BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 10. TREE TO BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 	<p>B Root Barrier</p> <p>PLANTING NOTES</p> <ol style="list-style-type: none"> 1. THE ROOT BARRIER SHALL BE INSTALLED AT THE POINT OF THE PLANTING. 2. THE ROOT BARRIER SHALL BE INSTALLED AT THE POINT OF THE PLANTING. 3. THE ROOT BARRIER SHALL BE INSTALLED AT THE POINT OF THE PLANTING. 4. THE ROOT BARRIER SHALL BE INSTALLED AT THE POINT OF THE PLANTING. 5. THE ROOT BARRIER SHALL BE INSTALLED AT THE POINT OF THE PLANTING. 6. THE ROOT BARRIER SHALL BE INSTALLED AT THE POINT OF THE PLANTING. 7. THE ROOT BARRIER SHALL BE INSTALLED AT THE POINT OF THE PLANTING. 8. THE ROOT BARRIER SHALL BE INSTALLED AT THE POINT OF THE PLANTING. 9. THE ROOT BARRIER SHALL BE INSTALLED AT THE POINT OF THE PLANTING. 10. THE ROOT BARRIER SHALL BE INSTALLED AT THE POINT OF THE PLANTING. 	<p>C Shrub Planting</p> <p>PLANTING NOTES</p> <ol style="list-style-type: none"> 1. THE SHRUB SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 2. THE SHRUB SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 3. THE SHRUB SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 4. THE SHRUB SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 5. THE SHRUB SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 6. THE SHRUB SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 7. THE SHRUB SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 8. THE SHRUB SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 9. THE SHRUB SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 10. THE SHRUB SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 	<p>D Groundcover Spacing</p> <p>PLANTING NOTES</p> <ol style="list-style-type: none"> 1. THE GROUND COVER SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 2. THE GROUND COVER SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 3. THE GROUND COVER SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 4. THE GROUND COVER SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 5. THE GROUND COVER SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 6. THE GROUND COVER SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 7. THE GROUND COVER SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 8. THE GROUND COVER SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 9. THE GROUND COVER SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 10. THE GROUND COVER SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 	<p>E Vine On Wall Planting</p> <p>PLANTING NOTES</p> <ol style="list-style-type: none"> 1. THE VINE SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 2. THE VINE SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 3. THE VINE SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 4. THE VINE SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 5. THE VINE SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 6. THE VINE SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 7. THE VINE SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 8. THE VINE SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 9. THE VINE SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 10. THE VINE SHALL BE PLANTED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 	<p>F Soil Prep / Fertilizer</p> <p>PLANTING NOTES</p> <ol style="list-style-type: none"> 1. THE SOIL SHALL BE PREPARED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 2. THE SOIL SHALL BE PREPARED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 3. THE SOIL SHALL BE PREPARED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 4. THE SOIL SHALL BE PREPARED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 5. THE SOIL SHALL BE PREPARED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 6. THE SOIL SHALL BE PREPARED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 7. THE SOIL SHALL BE PREPARED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 8. THE SOIL SHALL BE PREPARED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 9. THE SOIL SHALL BE PREPARED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 10. THE SOIL SHALL BE PREPARED WITH APPROXIMATE 10% AND 20% GROWTH IN HEIGHT AND WIDTH. 	

Attachment 2-2 (continued)

<p>NURSERY 1877 Eastern Ave. Newark, NJ 07102 Tel: 973-992-1100 Fax: 973-992-1101 www.nursery.com</p>	<p>COMMERCE CENTER INDUSTRIAL</p>	<p>GERMANIA CORP. 16300 BIRCHMOUNT ST. SUITE 200 SUGAR VALLEY, CA 94588 (925) 436-0000 FAX: (925) 436-0001 DATE: 7-18-04 REVISIONS:</p>		<p>PLANTING DETAILS</p>	<p>SCALE: AS SHOWN <p>DICKERT 20000 10th Street San Francisco, CA 94133 (415) 774-4400</p> <p>LP-4 SHEET 6 OF 6</p> </p>
---	--	--	--	-------------------------	---



- 2.a.III: Dimensions of all pedestrian and vehicular access points as indicated in plans (Attachment 2-2.)
- 2.a.IV: Location of all building structures as indicated in plans (Attachment 2-2.) Approximate distance between buildings is 69'.
- 2.a.V: Location of all driveways, landscape planters, and irrigation as indicated in plans (Attachment 2-2.)
- 2.a.VI: Location of all building security lights and parking lot lights as indicated in plans (Attachment 2-2.) Security System: Lorex Edge Pentaplex H.264 touch screen DVR system with 500GB storage and 8 high resolution weatherproof IR Cut Filter cameras; remote monitoring capable.
- 2.a.VII: Location and type of perimeter fencing as indicated in plans (Attachment 2-2.) 8' concrete tilt-up screen wall.
- 2.a.VIII: Storage capacity of 242 vehicles enclosed and behind secured gates as follows:
 - Building A – 92 cars
 - Building C – 92 cars
 - Lot A – 28 cars
 - Lot C – 30 cars



2.b: Facility Lease: 14451 Commerce Center Dr
Nejedly Industrial
7095 Indiana Avenue
Suite #100
Riverside, CA 92506
951-686-7151 office
951-686-2419 fax
3nrealty@sbcglobal.net
Attachment: 2-3

2.c: Facility Lease: 14461 Commerce Center Dr
Nejedly Industrial
7095 Indiana Avenue
Suite #100
Riverside, CA 92506
951-686-7151 office
951-686-2419 fax
3nrealty@sbcglobal.net
Attachment 2-4

Attachment 2-3

FIRST AMENDMENT TO THE LEASE
LEASE DATED: JUNE 2, 2009
BY & BETWEEN
NEJEDLY INDUSTRIAL, AS LESSOR

&
EXCLUSIVE RECOVERY, A CALIFORNIA CORP., AS LESSEE

Lease Commencement: Pursuant to paragraph 1.3 of the lease, the lease shall commence on August 1, 2009 and end on January 31, 2011

Rental Abatement: The monthly rent shall be abated September 1-30, 2009

Deposit: The first month rent in the amount of \$8,000.00 shall be applied towards August 1-31, 2009. Next months rent shall be due October 1, 2009

Rent Schedule: The monthly rent shall be as follows:
August, 2009 [REDACTED]
September 2009 [REDACTED]
October 1, 2009 - July 31, 2010 [REDACTED]
August 1, 2010 - January 31, 2011 [REDACTED]

Tenant Improvements: Lessee shall at Lessee's sole cost and expense shall install roof vents which includes Lessee making roof penetrations. Upon the expiration of the lease, Lessee shall remove the roof vents and repair the roof to Lessors standards. *REMOVAL AND REPAIR SHALL BE AT LANDLORDS DISCRETION.* *OCM*

Service Contracts: Pursuant to paragraph 7.1 (b) Lessor shall procure and maintain service contracts for HVAC Equipment, fire monitoring systems

AGREED & ACCEPTED
LESSOR: Nejedly Industrial

A. C. Nejedly
A. C. Nejedly

Date: 7/31 / 2009

AGREED & ACCEPTED
LESSEE: Exclusive Recovery, A
California Corp.

Jerry Kohutek
Jerry Kohutek - President

Date: 7/31 / 2009

Attachment 2-4

Nejedly Industrial

7095 Indiana Avenue, Suite 100
Riverside, CA 92506
email: 3nreality@sbcglobal.net
951-686-7151 (office) 951-686-2419 (fax)

TO WHOM IT MAY CONCERN:

THE LEASES BETWEEN NEJEDLY INDUSTRIAL (LANDLORD)
AND EXCLUSIVE RECOVERY (TENANT) FOR THE
PREMISES LOCATED AT 14451 + 14461 COMMERCE
CENTER DRIVE, MORENO VALLEY CA. HAVE HEREBY
BEEN EXTENDED FOR FIVE (5) YEARS COMMENCING
FEBRUARY 1, 2011 + JANUARY 1, 2011 RESPECTFULLY.
ALL OTHER TERMS AND CONDITIONS TO REMAIN
THE SAME.

AGREED TO THIS DATE: OCTOBER 8, 2010

LANDLORD:

NEJEDLY INDUSTRIAL

by *A. C. Nejedly*

TENANT:

EXCLUSIVE RECOVERY

by *[Signature]*

2.d: Equipment List

Year:	Make:	Model:	Equipment:	Class:	License #:
2011	Kenworth	W900L	Wrecker	D	CP78454
2010	Kenworth	T370	2 Car Carrier	B	8Y34590
2010	Kenworth	T370	3 Car Carrier	B	8Y34814
2009	Ford	F350	Service Truck	A	8Y03446
2009	Ford	F350	Service Truck	A	8Y03448
2008	Ford	F550	Self Loader	A	8U13394
2006	Ford	F550	2 Car Carrier	A	8694568
2006	Ford	F550	2 Car Carrier	A	XCLSV26
2007	GMC	C5500	2 Car Carrier	B	XCLSV28
2003	International	4900	4 Car Carrier	B	7L92912
2001	Landall	460	48'	C	4EL7421
2001	Landall	460	48'	C	1VG3974
1999	Kenworth	W900L	Tractor	C	9P56108
1999	Kenworth	T800	Wrecker	C	8M82220
1999	Ford	F550	Eagle Claw	A	6E01191
1998	Kenworth	W900L	Tractor	C	CP77220
1997	GMC	C6500	-Rex/ 2Car Carrier	B	5P5Q245

Attachment: 2-5 CHP 407F Vehicle Examination Reports

Specialized Equipment List

9,000 lb 42' Reach Forklift (4 Wheel Drive) with Grapple Bucket

6,000 lb 36' Reach Forklift (4 Wheel Drive)

BobCat with Sweeper, Grapple and Bucket attachments

Caterpillar 8,000 lb Forklift – Small Cars

Caterpillar 6,000 lb Forklift – Warehouse Forklift

International Roll-Off Truck

Toyota 8,000 lb Forklift – Medium Size Vehicles

Hyster 12,000 lb Forklift – Medium / Heavy Size Vehicles

Attachment 2-5

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649

Report Number: CA304Y000896
Inspection Date: 04/29/2010
Start Time: 11:47 AM End Time: 11:52 AM
Inspection Level: V - Terminal
HM Inspection Type: None

EXCLUSIVE TOWING
3777 PLACENTIA LN
RIVERSIDE, CA 92501
USDOT#:
MC/MX#:
State#: 298003

Phone#:
Fax#:

Location: San Bernardino Area
Highway: 111 OFFICE
County: SAN BERNARDINO, CA

MilePost:
Origin:
Destination:

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:

State:
State:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	KW	1998	CA	CP77220		UNIT #				
2	ST	LANL	2004	CA	4EL7421		10 LB.				

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 25; Veh #2 Type: 31; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X:

Title:

Date:

Report Prepared By:
H. LESTER

Badge #:
12416

Copy Received By:

Page 1 of 1



CA304Y000896

Attachment 2-5 (continued)

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
 California Highway Patrol
 860 Stillwater Road
 West Sacramento, CA 95605-1649

Report Number: CA304Y000824
 Inspection Date: 04/23/2010
 Start Time: 12:20 PM End Time: 12:27 PM
 Inspection Level: V - Terminal
 HM Inspection Type: None

EXCLUSIVE TOWING
 4061 W. PLACENTIA LN.
 COLTON, CA 92324

USDOT#:
 MIC/MX#:
 State#: 298003

Phone#:
 Fax#:

Location: San Bernardino Area
 Highway: 111 OFFICE
 County: SAN BERNARDINO, CA

MilePost:
 Origin:
 Destination:

Driver:
 License#:
 Date of Birth:
 CoDriver:
 License#:
 Date of Birth:

Shipper:
 Bill of Lading:
 Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	INTL	2003	CA	7L92912	12					12668568

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X _____ Title: _____ Date: _____

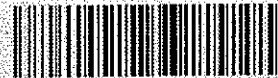
Report Prepared By:
 J. SANCHEZ

Badge #:
 17130

Copy Received By:

X _____ X _____

Page 1 of 1



CA304Y000824

Attachment 2-5 (continued)

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
 California Highway Patrol
 860 Stillwater Road
 West Sacramento, CA 95605-1649
 Phone: (909) 806-2400

Report Number: CA304P001134
 Inspection Date: 04/30/2010
 Start Time: 07:13 AM End Time: 07:16 AM
 Inspection Level: V - Terminal
 HM Inspection Type: None

EXCLUSIVE TOWING
 2061 W PLACENTIA LANE
 COLTON, CA 92324

USDOT#: Phone#: MC/MX#: Fax#: State#:

Location: Rancho Cucamonga Area
 Highway: County: SAN BERNARDINO, CA

MilePost: Origin: Destination:

Driver: License#: State: Date of Birth: CoDriver: License#: State: Date of Birth:

Shipper: Bill of Lading: Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	KW	1999	CA	8M82220	E18				12867733	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X

Title:

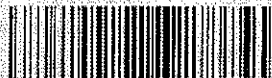
Date:

Report Prepared By:
 C. KELLY

Badge #:
 13982

Copy Received By:

Page 1 of 1



CA304P001134

Attachment 2-5 (continued)

RIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
 California Highway Patrol
 860 Stillwater Road
 West Sacramento, CA 95605-1649
 Phone: (909) 806-2400

Report Number: CA304W001035
 Inspection Date: 04/06/2010
 Start Time: 08:41 AM End Time: 09:16 AM
 Inspection Level: V - Terminal
 HM Inspection Type: None

EXCLUSIVE RECOVERY INC
 3777 PLACENTIA LN
 RIVERSIDE, CA 92501
 USDOT#: Phone#: State:
 MC/MX#: Fax#: State:
 State#: 298003
 Location: RIVERSIDE MilePost:
 Highway: INDIANA Origin: Shipper:
 County: RIVERSIDE, CA Destination: Bill of Lading:
 Cargo:

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	FORD	2008	CA	8U13394		1FDAF56R58ED98418	19,500		12116473	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
24002(b)	VC	S	1	N	N	N	Loose bolts, box to frame r/side ok 9374 0406-2010

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:
 Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

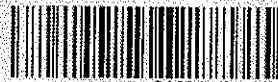
Signature Of Motor Carrier: _____ Title: _____ Date: _____

Report Prepared By:
 H. LESTER

Badge #:
 12416

Copy Received By:

Page 1 of 1



CA304W001035

Attachment 2-5 (continued)

VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
 California Highway Patrol
 860 Stillwater Road
 West Sacramento, CA 95605-1649
 Phone: (909) 806-2400

Report Number: CA304W001032
 Inspection Date: 04/06/2010
 Start Time: 08:12 AM End Time: 08:18 AM
 Inspection Level: V - Terminal
 HM Inspection Type: None

EXCLUSIVE RECOVERY INC
 3777 PLACENTIA LN
 RIVERSIDE, CA 92501
 USDOT#: Phone#: State:
 MC/MX#: Fax#: State:
 State#: 298003
 Location: RIVERSIDE MilePost: Shipper:
 Highway: INDIANA Origin: Bill of Lading:
 County: RIVERSIDE, CA Destination: Cargo:

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	FORD	2007	CA	8G94568	E22	1FDAW56P27EB06012	17,950		12116469	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded

Section	Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
24002(b)	VC	S	1	N		N	N	Needs a new cable OIL 9374 4-6-10

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:
 Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By: J. BENTZ Badge #: 09374 Copy Received By: X

Page 1 of 1



CA304W001032

Attachment 2-5 (continued)

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649

Report Number: CA304Y000819
Inspection Date: 04/23/2010
Start Time: 10:36 AM End Time: 10:40 AM
Inspection Level: V - Terminal
HM Inspection Type: None

EXCLUSIVE RECOVERY INC.
2061 W. PLACENTIA LN.
COLTON, CA 92324
USDOT#: _____
MC/MX#: _____
State#: _____

Phone#: _____
Fax#: _____

Location: San Bernardino Area
Highway: 111 OFFICE
County: SAN BERNARDINO, CA

MilePost: _____
Origin: _____
Destination: _____

Driver: _____
License#: _____ State: _____
Date of Birth: _____
CoDriver: _____
License#: _____ State: _____
Date of Birth: _____

Shipper: _____
Bill of Lading: _____
Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	FORD	2006	CA	XCLSV26	26					12668566

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____

Title: _____ Date: _____

R1 SLIDE OUT STOP DEFECT. & 17100

*TUES-FRI
7AM-11AM*

Report Prepared By:
H. LESTER

Badge #:
12416

Copy Received By: _____

Page 1 of 1

X _____

X _____



CA304Y000819

Attachment 2-5 (continued)

RIVERSIDE VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
 California Highway Patrol
 860 Stillwater Road
 West Sacramento, CA 95605-1649
 Phone: (909) 806-2400

Report Number: CA304W001031
 Inspection Date: 04/06/2010
 Start Time: 08:01 AM End Time: 10:52 AM
 Inspection Level: V - Terminal
 HM Inspection Type: None

EXCLUSIVE RECOVERY INC
 3777 PLACENTIA LN
 RIVERSIDE, CA 92501
 USDOT#: _____
 MC/MX#: _____
 State#: 298003

Phone#: _____
 Fax#: _____

Driver: _____
 License#: _____ State: _____
 Date of Birth: _____
 CoDriver: _____
 License#: _____ State: _____
 Date of Birth: _____

Location: RIVERSIDE
 Highway: INDIANA
 County: RIVERSIDE, CA

MilePost: _____
 Origin: _____
 Destination: _____

Shipper: _____
 Bill of Lading: _____
 Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	CHEV	2006	CA	XCLSV28	28	1GBE5C1216F434303	19,500		12667079	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
24002(b)	VC	S	1	N	N	N	Vertical bed supports underneath at end of bed cracked welds ok 9374 04-06-10

HazMat: No HM Transported.

Placard: No **Cargo Tank:** _____

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier: _____ Title: _____ Date: _____

Report Prepared By:
 H. LESTER

Badge #:
 12416

Copy Received By: _____

Page 1 of 1



CA304W001031

Attachment 2-5 (continued)

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
 California Highway Patrol
FOR INFORMATION ONLY - DO NOT RETURN TO CHP
 For specific questions call the number below
 Phone: (916) 375-2834

Report Number: CA39U0005763
 Inspection Date: 06/29/2010
 Start: 3:52:41 AM PT End: 4:03:53 AM PT
 Inspection Level: I - Full
 HM Inspection Type: None

EXCLUSIVE RECOVERY INC
 3777 PLACENTIA LANE
 RIVERSIDE, CA 92501

USDOT#: 00897159 Phone#: (909)682-2003
 MC/MX#: 390061 Fax#:
 State#:

Location: Desert Hills IF
 Highway: I-10
 County: RIVERSIDE, CA

MilePost:
 Origin:
 Destination:

Driver: KOHUTEK, GERALD W
 License#: [REDACTED] State: CA
 Date of Birth: [REDACTED]
 CoDriver:
 License#: State:
 Date of Birth:

Shipper:
 Bill of Lading:
 Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	KW	2011	CA	CP78454	GREY/34	1NKWL40X3BJ280711	65,000		STKR DUE	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 891; Veh #1 Type: 56; Regulated Vehicle: Y; Pre-Cleared Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X

Title:

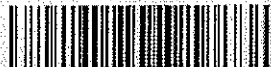
Date:

Report Prepared By:
 A. MAYO

Badge #:
 A15077

Copy Received By:
 GERALD KOHUTEK

Page 1 of 1



X

X

Attachment 2-5 (continued)

TRUCK/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
 California Highway Patrol
 860 Stillwater Road
 West Sacramento, CA 95605-1649
 Phone: (909) 806-2400

Report Number: CA304W001037
 Inspection Date: 04/06/2010
 Start Time: 08:52 AM End Time: 08:55 AM
 Inspection Level: V - Terminal
 HM Inspection Type: None

EXCLUSIVE RECOVERY INC
 3777 PLACENTIA LN
 RIVERSIDE, CA 92501

USDOT#: _____ Phone#: _____
 MC/MX#: _____ Fax#: _____
 State#: 298003

Location: RIVERSIDE
 Highway: INDIANA
 County: RIVERSIDE, CA

MilePost: _____
 Origin: _____
 Destination: _____

Driver: _____ State: _____
 License#: _____
 Date of Birth: _____
 CoDriver: _____
 License#: _____ State: _____
 Date of Birth: _____

Shipper: _____
 Bill of Lading: _____
 Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	KW	2010	CA		E36	2NKHHM7X7AM231468	33,000		12116472	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

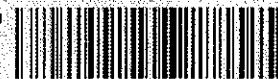
Report Prepared By:
 H. LESTER

Badge #:
 12416

Copy Received By:

Page 1 of 1

X _____ X _____



CA304W001037

Attachment 2-5 (continued)

TRUCKER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
 California Highway Patrol
 860 Stillwater Road
 West Sacramento, CA 95605-1649
 Phone: (909) 806-2400

Report Number: CA304W001034
 Inspection Date: 04/06/2010
 Start Time: 08:28 AM End Time: 08:36 AM
 Inspection Level: V - Terminal
 HM Inspection Type: None

EXCLUSIVE RECOVERY INC
 3777 PLACENTIA LN
 RIVERSIDE, CA 92501

USDOT#: _____ Phone#: _____
 MC/MX#: _____ Fax#: _____
 State#: 298003

Location: RIVERSIDE
 Highway: INDIANA
 County: RIVERSIDE, CA

MilePost: _____
 Origin: _____
 Destination: _____

Driver: _____
 License#: _____ State: _____
 Date of Birth: _____
 CoDriver: _____
 License#: _____ State: _____
 Date of Birth: _____

Shipper: _____
 Bill of Lading: _____
 Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	KW	2010	CA		E38	2NKHHN7X1AM231469	33,000		12116470	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
 J. BENTZ

Badge #:
 09374

Copy Received By:

Page 1 of 1



CA304W001034

X _____

X _____

2.e: **Gerald Kohutek, Founder/President**

Class A Tow & Recovery Operator with Endorsements
Driver/Heavy Equipment Operator

- Class A Driver with Full Endorsements & Certifications
- Certifications:
 - Rotator Certification – Miller Industries
 - Light Duty Certification – CTTA
 - Medium Duty Certification – MW
 - Heavy Duty Certification – CTTA
- 17 years experience in all facets of the Towing & Recovery industry with related skills in Heavy Equipment, Transportation, and Construction Machinery
- Experienced Owner & Manager
- Original Founder of Exclusive Towing
- 23 years experience in general contracting and demolition
- Current Licenses by BSI – California:
 - Class B General Contractor,
 - Class C21 Demolition
- Proficient in operating Specialty Equipment

Brian Mason

Class A Tow Operator with Endorsements
Driver/Heavy Equipment Operator

- Certified in Towing & Recovery
- Certifications:
 - Light Duty Certification – CTTA
 - Medium Duty Certification – CTTA
 - Heavy Duty Certification – MW
- Owner and Management experience in Towing and related industries
- Current Licenses by BSI – California:
 - Repossession
 - QDM
 - Armed Security
 - Investigations
- Proficient in Specialty Equipment

Shawn Lee Sherrer

Class A Tow Operator with Endorsements
Driver/Heavy Equipment Operator

- Certified in Towing & Recovery
- Certifications:
 - Light Duty Certification – CTTA
- Owner and Management experience in Towing and Repossessions
- Experienced operator of constructions equipment/machinery
- Proficient in Specialty Equipment

Garry W Kohutek Jr

Class A Tow Operator with Endorsements
Driver/Heavy Equipment Operator

- Class A driver with Full Endorsements & Certifications
- Certifications:
 - Light Duty Certification – CTTA
 - Medium Duty Certification – CTTA
 - Heavy Duty Certification – CTTA
- Skilled in Heavy Equipment & Transportation
- Light and Heavy Machinery Certification
- 20 years experience in applicable field

Norman Cloutier

Class A Tow Operator with Endorsements
Driver/Heavy Equipment Operator

- Class A driver with Certifications
- Certifications:
 - Light Duty Certification – CTTA
 - Medium Duty Certification – CTTA
 - Heavy Duty Certification – CTTA with Awards
 - Rotator/Recovery Certification – Military Training
 - Class D Equipment Operator – Rotator
- Military Training in current industry as well as related fields

Richard W Henderson

Class C Tow Operator

Driver/Light Duty Equipment Operator

- Certifications:
 - Class C driver Certification
 - Light Duty Certification – CTTA
- Experienced in all facets of the Towing & Recovery industry with related skills in flatbed, light and medium duty tow equipment
- 15 years experience in applicable field

Desiree R Peterson

Operations Manager

- Industry Professional in all aspects of Upper Management
- Verifiable history in related Business Proprietorship
- 22 years in Towing/Automotive related fields
- Experienced in Local, City, and State contracts
- Holds professional license with the State

Maribel Partida

Office/Dispatch

- Receptionist/Administrative Assistant
- Dispatch/Clerical
- Customer Service

Jackie Mortenson

Office/Dispatch

- Administrative Assistant
- 20 years experience in Towing Dispatch/Clerical
- Customer Service

Section 3 – Financial/Organizational Information

- 3.a: Jerry Kohutek. Back in 1991, then known as Exclusive Towing, Mr Kohutek through perseverance and hard work forged Exclusive Recovery Inc. in to the industry's select choice in Towing, Transportation, and Recovery. Today, Exclusive Recovery Inc. maintains a highly trained team of professionals utilizing state of the art equipment specifically designed to satisfy all of our client's needs, from the mundane to the extreme!

Exclusive Recovery Inc. provides full service Towing, Transportation, and Recovery services with 24 hours per day, 7 days per week live dispatch. Conveniently locations in Moreno Valley, Riverside, and Colton with nearby access to the 60, 215, 91, 10, and 215 freeways, Exclusive Recovery Inc. is the most efficient and sensible solution to our communities many transportation and recovery needs. With a multitude of different trucks and a variety of related equipment, machinery, and personnel, Exclusive Recovery Inc. has the tools and the skilled personnel needed to accommodate the wide range of services our customers require. A strong professional code and ethics policy certifies our commitment to provide fast, reliable, and professional service to all of the Moreno Valley, Riverside, San Bernardino, and Inland Empire areas.

- 3.b: Every driver is enrolled in a drug and alcohol compliance program operated by
Advanced Workplace Strategies, Inc
17821 E 17th St
Suite 200
Tustin, CA 92780
Attachment: 3-1 Certificate of Compliance

Certificate Of Compliance

U.S. Department of Transportation, Federal Highway Administration
Federal Motor Carrier Controlled Substances and Alcohol Use and Testing.

This certifies that

Exclusive Towing

has enrolled in an anti-drug and alcohol misuse prevention program
as required by 49 CFR Part 382.

Enrollment Date: May 1, 2010
Expiration Date: April 30, 2011



Advanced Workplace Services, Inc.
3752 E. 17th Street, Suite 200
Tulsa, Oklahoma 74120
(918) 721-5064


Steven L. Fenn
Vice President

3.c: Monthly Vehicle Disposition Report
Attachment: 3-2

3.d: Sea Crest Insurance Agency, Inc
25255 Cabot Road
Suite 206
Laguna Hills, CA 92653
949-951-5900
General Liability Policy: State National Insurance Company TIP 003014
Automobile Liability Policy: State National Insurance Company TIP 003014
On Hook Policy: State National Insurance Company TIP 003014
Garagekeepers Policy: State National Insurance Company TIP 003014
Physical Damage Policy: State National Insurance Company TIP 003014
Attachment: 3-3

Attachment 3-3

09/09/2010 THU 8:46 FAX 1 949 951 8379 SEA CREST INS AGY

001/002

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 9/9/2010
PRODUCER Sea Crest Insurance Agency, Inc. 25255 Cabot Rd #206 Laguna Hills, CA 92653 (949) 951-5900	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Exclusive Recovery, Inc. DBA: Exclusive Towing 3777 Placentia Riverside, CA 92501 951-682-2003	INSURERS AFFORDING COVERAGE	NAIC#
	INSURER A: State National Insurance Co	12831
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR AGENT / LTR / END	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Premises	TIP 003014	04/09/10	04/09/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Unins Motorist \$60,000 BI	TIP 003014	04/09/10	04/09/11	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER: On Hook	TIP 003014	04/09/10	04/09/11	\$100K/250K Ded \$ 1,000
A	Garagekeepers	TIP 003014	04/09/10	04/09/11	\$ 250,000 Ded \$ 500
A	Physical Damage	TIP 003014	04/09/10	04/09/11	Comp & Coll Ded \$ 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Service District, their officers, employees and agents are named as additional insured per the attached blanket additional insured endorsement form SHAI 0901 0005. Insurance is primary and not contributing with any other insurance available to City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley, and the Moreno Valley Community Service District, its officers, employees and agents.

CERTIFICATE HOLDER

Additional Insured
City of Moreno Valley
14451 Commerce Center Drive
Moreno Valley, CA 92553

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
[Signature]

ACORD25(2001/08)

© ACORD CORPORATION 1988

3.e: Since 1995 we have been working with Law Enforcement and City Agencies:

Moreno Valley Police Contract (starting in 8/2009)

951-486-6700

Light Duty

Medium Duty

Heavy Duty

San Bernardino CHP Towing Service Contract (starting in 1999)

909-383-4247

Light Duty – 20 minute response time, 24 hour availability

Medium Duty – 30 minute response time, 24 hour availability

Heavy Duty – 45 minute response time, 24 hour availability

Salvage & Recovery

CHP towing/impound and storage of vehicles requested by the Highway Patrol.

Riverside CHP Towing Contract (starting in 1994)

951-637-8000

Medium Duty – 30 minute response time, 24 hour availability

Heavy Duty – 45 minute response time, 24 hour availability

Salvage & Recovery

CHP towing/impound and storage of vehicles requested by the Highway Patrol.

Riverside Police Department Towing Contract (starting in 1993)

951-353-7986

Light Duty – 20 minute response time, 24 hour availability

Medium Duty – 30 minute response time, 24 hour availability

Heavy Duty – 45 minute response time, 24 hour availability

Towing/impound and storage of vehicles requested by the Police Department.

Jurupa Sheriff Station Department (starting in 1999)

951-955-2600

Light Duty – 20 minute response time, 24 hour availability

Heavy Duty – 45 minute response time, 24 hour availability

Towing/impound and storage of vehicles requested by the Sheriff's Department.

Riverside City Fleet (RCF) Towing Contract (starting in 2002)

City of Riverside

3900 Main St

Riverside, CA 92501

951-351-6157

Light Duty

Medium Duty

Heavy Duty

Towing and roadside assistance for city fleet vehicles including, but not limited to,

passenger cars, Trash Trucks, Fire Trucks, and Heavy Equipment. Service provided where ever the need occurs.

City of Riverside – Inoperable Vehicle Abatement Contract (starting in 2003)

City of Riverside

3900 Main St

Riverside, CA 92501

951-826-5633

Light Duty

Medium Duty

Heavy Duty

Towing/recovery/removal/disposal of inoperable/abandoned/abatement vehicles.

Circumstances can vary which may require different procedures.

County of Riverside – County Housing Authority (starting in 2001)

County of Riverside

(individual locations)

951-955-9290

Light Duty

County housing authority; tow vehicles that are in violation of local parking and housing authority rules/regulations.

City of Riverside – Additional Contracts

951-826-5633

Weed Abatement

General Contractor

Mobile Home/Motor Home Abatement

3.f: We currently service the following TSA contracts:

Attachment: 3-4

Moreno Valley Police Contract

San Bernardino CHP Towing Service Contract

Riverside CHP Towing Contract

Riverside Police Department Towing Contract

Jurupa Sheriff Towing Contract

Riverside City Fleet (RCF) Towing Contract

City of Riverside – Inoperable Vehicle Abatement Contract

County of Riverside – County Housing Authority

City of Riverside – Additional Contracts:

Weed Abatement

General Contractor

Mobile Home Abatement

Previous contracts:

County of Riverside – County Fleet Vehicles (2001 through 2008)

County of Riverside

Fleet Services

2980 Washington St

Riverside, CA 92504

951-955-9290

Light Duty

Heavy Duty

County contracted/awarded bids to provide towing and roadside assistance for the County fleet units. The County units range from Police units to the larger units such as the Trash Truck and Armor Truck units.

Arrowhead CHP Towing Service Contract (2004 through 2009)

Towing Officer Running Springs

909-867-2791

Heavy Duty

Salvage & Recovery

CHP towing/impound and storage of vehicles requested by the Highway Patrol.

Rancho Cucamonga CHP Towing Service Contract (2007 through 2009)

Light Duty

Heavy Duty

Salvage & Recovery

CHP towing/impound and storage of vehicles requested by the Highway Patrol.

Riverside Police Fleet Contract (RPF) (2003 through 2008)

951-351-6157

Light Duty

Heavy Duty

Provide towing and roadside assistance to the Police fleet units. This contract was eliminated and incorporated in to the tow rotation program.

Colton Police Department – Towing Contract (1999 through 2001)

Light Duty

Heavy Duty

Towing/impound and storage of vehicles requested by the police department.

Attachment 3-4

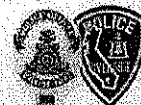
Attachment: 2008 Tow Rate Schedule

August 12, 2008

The Riverside Police Department has revised the Tow Rate Schedule per the OPTTSA contract. In accordance with the CHP annual tow rate survey, the following tow and storage rates apply effective September 1, 2008, at 0001 hours.

Approved Vehicle Towing Rate Schedule

TYPE OF SERVICE	MAXIMUM APPROVED RATE
STANDARD (CHP Class A)	\$175.00 (per hour, portal to portal)
MEDIUM DUTY (CHP Class B)	\$207.00 (per hour, portal to portal)
HEAVY DUTY (CHP Class C)	\$269.00 (per hour, portal to portal)
SUPER HEAVY DUTY (CHP Class D)	\$311.00 (per hour, portal to portal)
EXTRA LABOR AT THE SCENE (standard-CHP Class A only)	\$87.50 Per half hour, or portion thereof (after first 30 minutes)
DOLLIES (if required)	\$45.00 (no extra labor allowed)
VEHICLE STORAGE (OUTSIDE)	MAXIMUM APPROVED RATE
STANDARD (CHP Class A)	\$42.00 (per vehicle per day)
MEDIUM DUTY (CHP Class B)	\$47.00 (per vehicle per day)
HEAVY DUTY (CHP Class C)	\$52.00 (per vehicle per day)
SUPER HEAVY DUTY (CHP Class D)	\$52.00 (per vehicle per day)
VEHICLE STORAGE (INSIDE)	MAXIMUM APPROVED RATE
STANDARD (CHP Class A)	\$46.00 (per vehicle per day)
MEDIUM DUTY (CHP Class B)	\$50.00 (per vehicle per day)
HEAVY DUTY (CHP Class C)	\$54.00 (per vehicle per day)
SUPER HEAVY DUTY (CHP Class D)	\$55.00 (per vehicle per day)
SPECIAL SERVICES	MAXIMUM APPROVED RATE
GATE FEE (after business hours/on weekends)	\$87.50
SERVICE CALLS	\$87.50 (first half hour) \$43.75 per quarter hour thereafter



Attachment 3-4 (continued)



City of Riverside

FINANCE DEPARTMENT - PURCHASING DIVISION
 3900 MAIN STREET, CITY HALL
 RIVERSIDE, CA 92522
 951-826-5561
 FAX 951-826-6878

PURCHASE ORDER NO.
070645
<small>TO RECEIVE PROPER PAYMENT THE ABOVE PO NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES, CORRESPONDENCE, ETC.</small>

DATE: 07/05/06
 BUYER: MALCOLM SCOTT

VENDOR: EXCLUSIVE TOWING
 3777 PLACENTIA LN
 RIVERSIDE, CA 92501

SHIP & BILL TO: CITY OF RIVERSIDE
 GS - FLEET MAINTENANCE
 8095 LINCOLN AVE **
 RIVERSIDE, CA 92504

ATTN: R. BAZEMORE

Req. # R47508	Vendor # 0002473	Ship Via	Freight Terms	FOB
Purch Loc S22151	Source of Quote BID #MS1482	Confirmed To DESI PETERSON	Payment Terms NET/30	Del Date
QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
30,000	EA	GOODS/SERVICES NOTED BELOW FOR 7/1/06-6/30/07: (645) TOWING SERVICES AS NEEDED FOR THE CITY FLEET MAINTENANCE, IN ACCORDANCE WITH BID #MS1482, EXTENDED FOR ONE YEAR. PERSONS AUTHORIZED TO REQUEST SERVICE: MARTIN BOWMAN BRIAN FISHER KEN LATHROP CHRISTINE BELL JEFF BALDWIN GARRETT REYNOLDS ROSALIE BAZEMORE WHEN PLACING ORDERS CONTACT: DISPATCH (951) 682-2003 FOR BILLING QUESTIONS, CONTACT: DESI PETERSON (951) 682-2003 THIS IS A NON-EXCLUSIVE, INDEFINITE QUANTITY PURCHASE ORDER. THE ATTACHED ADDITIONAL TERMS & CONDITIONS, AS MARKED, APPLY TO THIS PURCHASE ORDER AND IF NOT COMPLIED WITH, THEN THE PURCHASE ORDER MIGHT BE SUBJECT TO CANCELLATION.	1.00	30,000.00
2215000 424250			30,000.00	TOTAL 30,000.00

<small>NOTE: THE TERMS AND CONDITIONS STATED ON THE REVERSE SIDE HEREOF ARE APPLICABLE TO THIS ORDER AND SELLER AGREES THERETO BY ACKNOWLEDGMENT OR PERFORMANCE</small>					
CITY MANAGER (IF REQUIRED)	BY	FINANCE DIRECTOR (IF REQUIRED)	BY	PURCHASING SERVICES MANAGER	BY
VENDOR ACKNOWLEDGMENT	DATE	RECEIVED (IN FULL OR AS NOTED)	DATE	APPROVED FOR PAYMENT	DATE
BY		BY		BY	

VENDOR - COPY

Attachment 3-4 (continued)



City of Riverside

FINANCE DEPARTMENT - PURCHASING DIVISION
3900 MAIN STREET, CITY HALL
RIVERSIDE, CA 92502
951-828-6561
FAX 951-828-6878

PURCHASE ORDER NO.
060645
TO RECEIVE PROPER PAYMENT THE ABOVE PO NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, PACKAGES, CORRESPONDENCE, ETC.

*** CHANGE ORDER # 1 *** DATE: 10/07/05
BUYER: MALCOLM SCOTT

VENDOR: EXCLUSIVE TOWING
3777 PLACENTIA LN
RIVERSIDE, CA 92501

SHIP & BILL TO: CITY OF RIVERSIDE
GS - FLEET MAINTENANCE
9095 LINCOLN AVE
RIVERSIDE, CA 92504

ATTN: ROSALIE BAZEMORE

Req. # R40352	Vendor # 0002473	Ship Via	Freight Terms	FOB Will Call	
Purch Loc S22151	Source of Quote MS#1482	Confirmed To DESI 7/1/05		Payment Terms 1% - 30	
QUANTITY	UNIT	DESCRIPTION		UNIT PRICE	
15,000	EA	GOODS/SERVICES NOTED BELOW FOR 7/1/05-6/30/2006 (645) TOWING SERVICES AS NEEDED FOR THE CITY FLEET MAINTENANCE, IN ACCORDANCE WITH CITY OF RIVERSIDE BID #MS1482. PERSONS AUTHORIZED TO REQUEST SERVICE: MARTIN BOWMAN BRIAN FISHER KEN LATHROP JEFF BALDWIN ROSALIE BAZEMORE GARRETT REYNOLDS WHEN PLACING ORDERS CONTACT: DISPATCH (951) 682-2003 FOR BILLING QUESTIONS, CONTACT: DESI PETERSON (951) 682-2003		1.00	
0	NO	*** ** THIS IS A NON-EXCLUSIVE, INDEFINITE QUANTITY PURCHASE ORDER. THE ATTACHED ADDITIONAL TERMS & CONDITIONS, AS MARKED, APPLY TO THIS PURCHASE ORDER AND IF NOT COMPLIED WITH, THEN THE PURCHASE ORDER MIGHT BE SUBJECT TO CANCELLATION.		0.00	
10,000	EA	CO#1 10/7/05: INCREASE PO TO COVER EXPENSES		1.00	
				TOTAL	25,000.00
2215000 424250		25,000.00			
2215000 425700		0.00			

NOTE: THE TERMS AND CONDITIONS STATED ON THE REVERSE SIDE HEREOF ARE APPLICABLE TO THIS ORDER AND SELLER AGREES THERETO BY ACKNOWLEDGMENT OR PERFORMANCE

CITY MANAGER (IF REQUIRED)	FINANCE DIRECTOR (IF REQUIRED)	PURCHASING SERVICES MANAGER	
BY	BY	BY <i>[Signature]</i> 10/7/05	
VENDOR ACKNOWLEDGMENT	DATE	RECEIVED (IN FULL OR AS NOTED)	DATE
BY	BY	APPROVED FOR PAYMENT	DATE

VENDOR - COPY

Attachment 3-4 (continued)



"People Serving
People"

CITY OF RIVERSIDE



June 6, 2005

Ms. Desiree Peterson
Exclusive Towing
3777 Placentia Avenue
Riverside, California 92501

Dear Ms. Peterson:

On behalf of the City of Riverside, I wish to thank you for responding to the Request for Proposals (RFP) for a General Abatement Contractors' Panel.

I am pleased to inform you that the City of Riverside's Consultant Selection Committee has selected Exclusive Towing as one of the firms it wishes to retain to provide "Specific Project Work" involving the abatement of public nuisances on public or private property by trimming and/or removing dry weeds and vegetation, by removing trash and debris and/or discarded items and by boarding to FHA standards vacant structures within the City, as determined by the City and pursuant to either written consent by the property owner(s) and/or tenant(s) or by court issued warrant.

6/27/05
Each successful contractor is required to enter into a Master Agreement with the City. Two original copies of the Master Agreement are enclosed. The Master Agreement must be signed by the Contractor in duplicate counterpart and returned, together with required evidence of insurance not later than June 20, 2005. No Master Agreement will be binding upon the City until executed by both the Contractor and the City Manager. The City Manager will execute the Master Agreement upon authorization from the City Council and submission of all necessary insurance documents by the Contractor.

The Contractor's failure to execute the Master Agreement and to provide all necessary insurance within the time limit may be just cause for exclusion from the Panel

Thank you in advance for your cooperation. Should you have any questions, please contact me at (951) 826-5568.

Sincerely,

Siobhan Foster
Deputy Public Works Director

PUBLIC WORKS DEPARTMENT

3900 MAIN STREET • RIVERSIDE, CALIFORNIA 92522 • (951) 826-5341
FAX: (951) 826-5542 • www.riversidcca.gov

Attachment 3-4 (continued)



"People Serving
People"

CITY OF RIVERSIDE



June 6, 2005

Ms. Desiree Peterson
Exclusive Towing
3777 Placentia Lane
Riverside, California 92501

Dear Ms. Peterson:

On behalf of the City of Riverside, I wish to thank you for responding to the Request for Proposals (RFP) for an Inoperable Vehicle Abatement Contractors' Panel.

I am pleased to inform you that the City of Riverside's Consultant Selection Committee has selected Exclusive Towing as one of the firms it wishes to retain to provide "Specific Project Work" involving the removal and disposal of inoperable vehicles within the City, as determined by the City and pursuant to either written consent by the property owner(s) and/or tenant(s) or by court issued warrant.

Each successful contractor is required to enter into a Master Agreement with the City. Two original copies of the Master Agreement are enclosed. The Master Agreement must be signed by the Contractor in duplicate counterpart and returned, together with required evidence of insurance not later than June 20, 2005. No Master Agreement will be binding upon the City until executed by both the Contractor and the City Manager. The City Manager will execute the Master Agreement upon authorization from the City Council and submission of all necessary insurance documents by the Contractor.

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Thank you in advance for your cooperation. Should you have any questions, please contact me at (951) 826-5568.

Sincerely,

Siobhan Foster

Siobhan Foster
Deputy Public Works Director

PUBLIC WORKS DEPARTMENT

3900 MAIN STREET • RIVERSIDE, CALIFORNIA 92522 • (951) 826-5341
FAX: (951) 826-5542 • www.riversidcca.gov

Attachment 3-4 (continued)

State of California—Business, Transportation and Housing Agency ARNOLD S. SWARZENEGGER, Governor

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

San Bernardino Area
2211 Western Ave.
San Bernardino, CA. 92411
(909) 383-4247
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



June 2, 2010

Exclusive Towing
2061 W. Placentia Lane
Colton, CA 92324

Dear Tow Manager:

Congratulations, you have been approved to continue to participate in the tow rotation for the California Highway Patrol, San Bernardino Area. Due to pending litigation issues, the Department is extending the 2009-2010 Tow Service Agreement (TSA), until December 31, 2010. An "Operator Approval" form has been attached for the 2009-2010 TSA – Extension. Please fill out this attached form and return the original, in order to remain on the rotation.

The 2009-2010 TSA is available at the following internet website address:
<http://www.chp.ca.gov/programs/rotation.html>.

If you have further inquiries regarding this matter, feel free to contact Officer Roney at (909) 383-4247.

Sincerely,

A handwritten signature in black ink, appearing to read "E. L. Falat".

E. L. Falat, Captain
San Bernardino Area

Attachment

Safety, Service, and Security

Attachment 3-4 (continued)



June 20, 2002

Exclusive Towing
2061 West Placentia Lane
Colton, CA 92324

Subject: Notice of Towing Franchise Award, Police Department

Dear Mr. Kohutek:

At the Council meeting of June 18, 2002, the City Council made a towing franchise award to Exclusive Towing. This letter constitutes the notice to execute the contract documents.

Enclosed please find three (3) sets of contract documents. Please execute and return all three sets of the Agreement along with your insurance certificates as stated in the towing franchise documents.

One set of signed contract documents will be returned to you along with the Notice to Proceed.

A City of Colton Business license is required for this project. If you have any questions, please contact me at 909/370-5048.

Sincerely,

A handwritten signature in cursive script, appearing to read "M. Scribner".

Mary J. Scribner
Purchasing Manager

MJS

Enclosures

CIVIC CENTER
650 N. La Cadena Drive
Colton, CA 92324
(909) 370-5059

- 3.g: Franchise Fee Submission: Riverside Police Department Traffic Bureau, 6/23/2010
Extended ETA Issue: Riverside Police Department Traffic Bureau, 5/18/2009
- 3.h: Suspension Issue: Riverside Police Department Traffic Bureau, 6/23/2010
Suspension Issue: Riverside Police Department Traffic Bureau, 5/18/2009
- 3.i: Training and Safety Requirements:
1. New Employee Accident Report Policies & Procedures Training – Total HR Solutions
 2. Light, Medium, and Heavy Duty Training & Certification – CTTA
Attachment: 3-5
 3. Wreckmaster Training & Certification
 4. Equipment & Vehicle Safety Rules & Regulations Training
 5. Standardized 10 day Ride-A-Long Hands-On Training for all New Drivers
 6. Customer Service & Satisfaction Training

A Message From The California Tow Truck Association Education Department

Safety is our first concern. Operation of the towing equipment you drive is your responsibility. This manual contains many key safety points, many of which are related to actual manufacturer's specifications.

Please note that the equipment you use may be different than the equipment used in this book.

Always check the manufacturer's instructions before using any equipment or tools and follow the recommended safety guidelines or procedures. If you find any conflicts between the manufacturer's instructions and those in this manual, follow the manufacturer's instructions.

Since equipment in our industry may vary, confirm the specific use and safety instructions of the equipment you use. In addition, apply all towing and safety recommendations from the manufacturer of vehicles you may tow or service.

Please do not ignore or alter any applicable safety precautions as doing so may result in accidents, injuries, and in some cases, death. Your safety and the safety of others is always our first concern.

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3.j: Collection Procedures:
Exclusive Recovery Inc Notice of Stored Vehicle/Credit Protection Agreement (CPA)
Attachment: 3-6

1. Vehicle is towed and stored at our facility
2. 120 hour waiting period
3. Request for Lien
4. CPA Letter is sent to the current registered owner on file with DMV
5. Lien charge is placed on the vehicle (\$70 short lien or \$100 long lien depending on vehicle value)
6. Lien documents received and attached to corresponding paperwork
7. Once vehicle clears lien, if nobody appears to collect the vehicle, the tow company takes ownership, allowing the tow company to either:
 - a. Vehicle is sent to a dismantler (junk yard)
 - b. Vehicle is sold at auction to the highest bidder
8. What ever monies are paid for the purchase of the vehicle goes towards the original tow bill, and any remaining balance is sent to collections against the registered owner

Note: If the registered owner takes advantage of the CPA, the remaining charges will not be sent to collections.

Attachment 3-6

NOTICE OF STORED VEHICLE / CREDIT PROTECTION AGREEMENT

EXCLUSIVE RECOVERY INC.
 3777 PLACENTIA LANE
 RIVERSIDE, CA 92501

TELEPHONE NUMBER / NÚMERO DE TELÉFONO
 (951) 682-2003

XAC	DATE OF POSSESSION / Fecha de la posesión	NOTICE DATE / fecha del aviso
Total fees you may be legally responsible for / Los honorarios totales usted puede ser legalmente responsable		
TOWING / Remolque		\$
STORAGE AT THE DAILY RATE OF / Almacenaje en el índice diario de		\$
LIEN PROCESSING / Proceso del embargo preventivo		\$
IMPORTANT:		
1. If this vehicle was impounded by a public agency, additional city tax and/or vehicle release fees may apply.		
2. If you donated this vehicle to a charity and turned in a Release of Liability to the California DMV, please disregard this notice.		

Vehicle Description / Descripción Del Vehículo							
License Number / Número De la Licencia	State / Estado	Vehicle Identification Number / Número de Identificación Del Vehículo	Year / Año	Make / Marca	Model / Modelo	Style / Estilo	

ATTENTION REGISTERED OWNER: YOUR CREDIT FILE MAY BE AFFECTED!

California Civil Code Section 3068.2 states that as the last owner of record for the above described vehicle, you may be liable to us for the total charges and fees, (towing, storage and lien processing), less the amount we receive from the sale of this vehicle.

It is important that you reclaim your vehicle as soon as possible since storage charges are accumulating daily. If you do not reclaim your vehicle prior to our sale, you may be liable to us for up to 60 days storage cost, plus fees shown above for a total of \$2,852.50, less the amount we receive from the sale of this vehicle. We may refer our deficiency to a collection agency if you do not act soon.

IF YOU ARE NOT GOING TO RECLAIM YOUR VEHICLE, YOU CAN PARTICIPATE IN OUR CPA PROGRAM

If you pay us \$626.50, (towing fees, lien processing fee plus 7 days storage), before 9/5/2010 we will waive our deficiency claim. To take advantage of this offer, sign the statement at the bottom of this letter and bring it, along with any title or other paperwork you have for this vehicle, to our office address, shown above, along with the amount you are paying. If you fail to act before 9/5/2010, you will no longer be eligible for this offer.

Propietario Registrado Atención: Su Fichero Del Crédito Puede Ser afectado!
 La sección 3068.2 del código civil de California indica que como el propietario pasado del expediente para el vehículo arriba descrito, usted puede ser obligado a nosotros para las cargas y los honorarios totales, (el remolque, el almacenaje y el embargo preventivo que procesa), menos la cantidad que recibimos de la venta de este vehículo.
 Es importante que usted reclame su vehículo cuanto antes puesto que las cargas del almacenaje están acumulando diariamente. Si usted no reclama su vehículo antes de nuestra venta, usted puede ser obligado a nosotros para el costo del almacenaje de hasta 60 días, más los honorarios mostrados arriba para un total de \$2,852.50, menos la cantidad que recibimos de la venta de este vehículo. Podemos referir nuestra deficiencia a una agencia de
Si usted no va a reclamar su vehículo, usted puede participar en nuestro programa de CPA
 Si usted nos paga \$626.50, (los honorarios del remolque, honorario de proceso del embargo preventivo más el almacenaje de 7 días), antes de que 9/5/2010 nosotros renuncie nuestra demanda de la deficiencia. Aprovecharse de esta oferta, firmar la declaración en el fondo de esta carta y traerla, junto con el cualquier título o el otro papaleo usted tiene para este vehículo, a nuestro direccionamiento de la oficina, mostrado arriba, junto con la cantidad que

CREDIT PROTECTION OFFER / OFERTA DE LA PROTECCIÓN DEL CRÉDITO

I agree to pay the lienholder, EXCLUSIVE RECOVERY INC., the sum of \$626.50. The lienholder, upon receipt of this payment, agrees to waive any remaining deficiency claim that they would otherwise be entitled to when they receive title to this vehicle and it is sold.

Acuerdo pagar el lienholder, EXCLUSIVE RECOVERY INC., la suma de \$626.50. El lienholder, sobre recibo de este pago, acuerda renunciar cualquier demanda restante de la deficiencia a la cual fueran dados derecho de otra manera cuando reciben título a este vehículo y se vende.

REF#	XAC#	DATE / FECHA	SIGNATURE OF VEHICLE OWNER / FIRMA DEL PROPIETARIO
			X
DAYTIME TELEPHONE NUMBER / NÚMERO DE TELÉFONO DEL DÍA			PRINT TRUE FULL NAME / NOMBRE COMPLETO VERDADERO DE LA IMPRESIÓN
AMOUNT RECEIVED / LA CANTIDAD RECIBIDA			SIGNATURE OF LIENHOLDER / FIRMA DE LIENHOLDER
			X

Save your credit standing and act now / Excepto su situación y acto de crédito ahora.

- 3.k: We at Exclusive Towing could resolve this with the following equipment:
- (2) 3-Car Carriers (Unit 12 and Unit 38)
 - (2) 2-Car Carriers (Unit 26 and Unit 22, we also have Unit 28 and Unit 36 available)
- These are separate vehicles and could be successfully achieved within the allotted time, not to mention that our Moreno Valley locations are approximately 3 to 5 minutes from the station, as calculated by MapQuest.)



Section 4 – Rates for Service

4.a: Our rates will be the same as for our currently approved 2009-2010 CHP TSA Rates (includes 4.a.I through 4.a.V)

<u>Service:</u>	<u>Class A:</u>	<u>Class B:</u>	<u>Class C:</u>	<u>Class D:</u>
Hourly Rate-CHP 180, 6:00a-6:00p	\$180.00/hr	\$215.00/hr	\$260.00/hr	\$341.00/hr
Hourly Rate-CHP 180, 6:01p-5:59a	\$195.00/hr	\$225.00/hr	\$300.00/hr	\$374.00/hr
Service Call-no CHP 180	\$90.00/hr	\$107.25/hr	\$130.00/hr	\$170.00/hr
Gate Fee	\$90.00	\$90.00	\$90.00	\$90.00
Inside Storage	\$47.00/dy	\$53.00/dy	\$55.00/dy	\$90.00/dy
Outside Storage	\$44.00/dy	\$50.00/dy	\$55.00/dy	\$60.00/dy
Contract Labor	\$45.00/hr	\$45.00/hr	\$50.00/hr	\$50.00/hr

	<u>Class A</u>	<u>Class B</u>	<u>Class C</u>
Maximum Response Time 6:00am-6:00pm	20 min	40 min	40 min
Maximum Response Time 6:01pm-5:59am	25 min	45 min	45 min

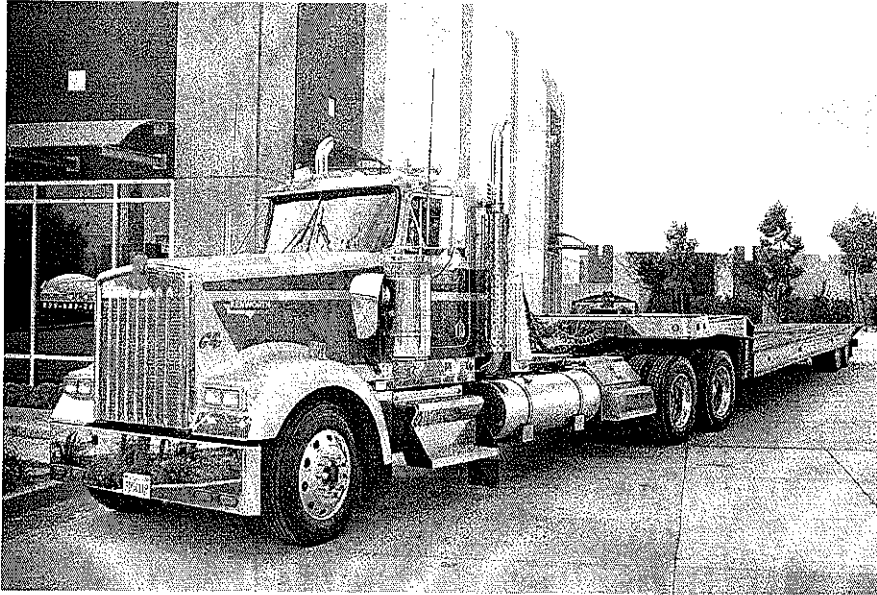
<u>Special Equipment:</u>	<u>Rate:</u>
48' Landall/Tractor	\$220/hr
48' Low bed/Tractor	\$220/hr
Roll-Off Truck	\$220/hr + Dump Fees
Retail Equipment/Specialized Labor	Cost + 10%
Lien Fee (Vehicles valued below \$4000)	\$70.00
Lien Fee (Vehicles valued \$4000 or more)	\$100.00

Some of Our Equipment:

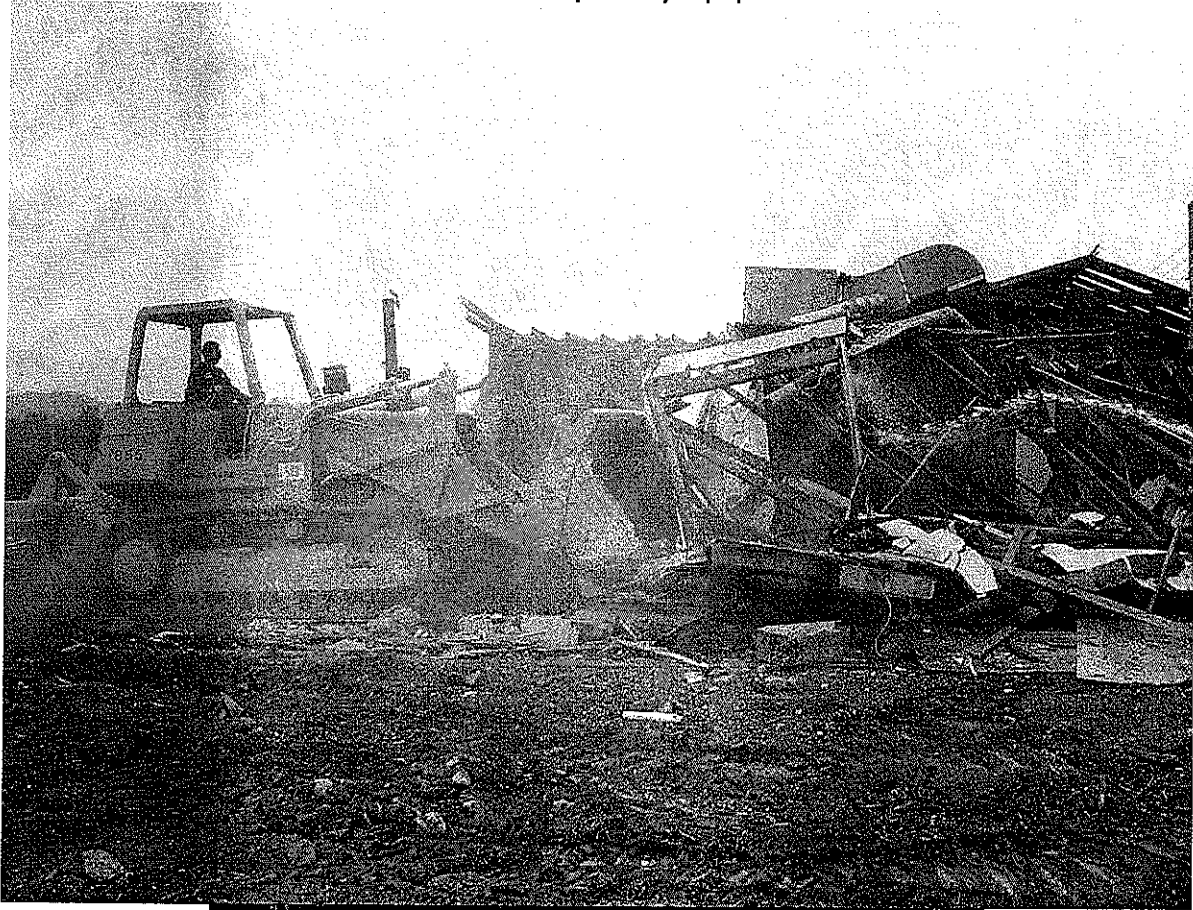








Some of Our Specialty Equipment





**Thank You
For Helping Us
Serve You.**

The logo for Exclusive Towing features the word "EXCLUSIVE" in a large, stylized, italicized font with a metallic or 3D effect. Below it, the word "TOWING" is written in a smaller, simpler font. The entire logo is set against a dark, textured background that resembles a torn piece of paper or a jagged edge.



the pros who can pull it off!

3777 Placentia Lane
Riverside, CA 92510
Phone: 951-682-2003 FAX: 951-682-2043
www.exclusivetowing.com

I.d/a

Provide the name, address, telephone, fax number and email address of the person who will serve as the contact to the Police Department and the city with regards to the RFP response, with authorization to make representations on behalf of and bind your company.

Authorized person(s) to commit to its proposal on behalf of the company

Primary contact - Agent

Gerald (Jerry) Kohutek
3777 Placentia Lane
Riverside, CA 92501
951-682-2003 office
951-941-1134 mobile
951-682-2043 fax
jkohutek@exclusivetowing.com

Secondary contact - Agent

Desiree Peterson
3777 Placentia lane
Riverside, ca 92501
951-682-2003 office
949-289-4683 mobile
51-682-2043 fax
dpeterson@exclusivetowing.com



Recovery, Inc

the pros who can pull it off!

3777 Placentia Lane
Riverside, CA 92510
Phone: 951-682-2003 FAX: 951-682-2043
www.exclusivetowing.com

City of Moreno valley
Rotational Tow services
RFP-JLL-10/11-01
14177 Fredrick street
Moreno Valley, CA 92552

October 22, 2010

Re: Statement of Financial interest in other tow company

To Whom It May Concern:

I, Jerry Kohutek have no financial interest in any other towing company within the city of Moreno Valley. My only interest in a towing company is Exclusive Towing.

Jerry Kohutek
Exclusive towing

2d.

List of Equipment

*attachment: Form CHP407F

<u>Unit 34</u>	<u>Unit 36</u>	<u>Unit 38</u>	<u>Unit 20</u>	<u>Unit 22</u>
D	B	B	Class A	Class A
KENWORTH	KENWORTH	KENWORTH	FORD	FORD
W900L	T370	T370	F550	F550
2011	2010	2010	2008	2006
WRECKER	2 CAR CARRIER	3 CAR CARRIER	SELF LOADER	2 CAR CARRIER
CP78454	8Y34590	8Y34814	8U13394	8G94568
CHP407F-no violations	CHP407F-no violations	CHP407F-no violations	CHP407F-no violations	CHP407F- violations corrected
<u>Unit 26</u>	<u>Unit 28</u>	<u>Unit 12</u>	<u>Unit 10 Trailer</u>	<u>Unit 10</u>
Class A	Class B	Class B	Class C	Class C
FORD	GMC	INTERNATIONAL	LANDALL	KENWORTH
F550	C5500	4900	460	900L
2006	2007	2003	2001	1998
2 CAR CARRIER	2 CAR CARRIER	4 CAR CARRIER	48"	TRACTOR
XCLSV26	XCLSV28	7L92912	4EL7421	CP77220
CHP407F- violations corrected	CHP407F- violations corrected	CHP407F-no violations	CHP407F-no violations	CHP407F-no violations

Replacement Policy

Equipment is replaced on an "As Needed Basis". With consideration of the required state and local law enforcement guidelines, as well as the environmental recommendation/ EPA.

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407P/343A Aspen
 California Highway Patrol
FOR INFORMATION ONLY - DO NOT RETURN TO CHP
 For specific questions call the number below
 Phone: (916) 375-2834

Report Number: CA39UC005763
 Inspection Date: 06/29/2010
 Start: 3:52:41 AM PT End: 4:03:53 AM PT
 Inspection Level: 1 - Full
 HM Inspection Type: None

EXCLUSIVE RECOVERY INC
 3777 PLACENTIA LANE
 RIVERSIDE, CA 92501

USDOT#: 09887159 Phone#: (909)882-2003
 MC/MX#: 390051 Fax#:

Status:
 Location: Desert Hills IF
 Highway: I-10
 County: RIVERSIDE, CA

MilePost:
 Origin:
 Destination:

Driver: KOHUTEK, GERALD W
 License#: [REDACTED] State: CA
 Date of Birth: [REDACTED]
 CoDriver:
 License#: State:
 Date of Birth:
 Shipper:
 Bill of Lading:
 Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Inspected	DOB	Similar
1	TR	KW	2011	CA	CP70454	GREY34	1NKWV140X3BJ230741	65000				STIKROU

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Brial/Sub Area: 891 Veh #1 Type: 55 Regulated Vehicle: Y Pre-Cleared Vehicle: N

This copy of the report is for your information. Drivers are required to take corrective actions for all defects listed. Do NOT return this form to the California Highway Patrol. See the reverse side of this form for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Driver: _____

Date: _____

Date: _____

Report Prepared By:
 N MAYO

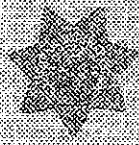
Badge #:
 A18077

Copy Received By:
 GERALD KOHUTEK

Page 1 of 1



IVERVEHICLE EXAMINATION F ORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304W001037
Inspection Date: 04/06/2010
Start Time: 08:52 AM End Time: 08:58 AM
Inspection Level: V - Terminal
HM Inspection Type: None

EXCLUSIVE RECOVERY INC
3777 PLACENTIA LN
RIVERSIDE, CA 92501
USDOT#: _____
MC/MX#: _____
State#: 298003

Phone#: _____
Fax#: _____

Location: RIVERSIDE
Highway: INDIANA
County: RIVERSIDE, CA

MilePost: _____
Origin: _____
Destination: _____

Driver: _____
License#: _____ State: _____
Date of Birth: _____
CoDriver: _____
License#: _____ State: _____
Date of Birth: _____

Shipper: _____
Bill of Lading: _____
Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	COE Sticker
1	TR	KW	2010	CA		E36	2NKHMM7X7AM231466	33,000		12116172	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded

VIOLATIONS: No Violations Were Discovered

HazMat: No HM Transported

Placard: NO Cargo Tank

Special Checks: No Data for Special Checks

State Information:

Dist/Sub Area: 061, Veh #1 Type: 03, Regulated Vehicle: Y

This copy of the report is for your information. Customers are required to take corrective actions for all details noted. DO NOT return this form to the California Highway Patrol. If a check was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier: _____ Title: _____ Date: _____

30

Report Prepared By:
H. LESTER

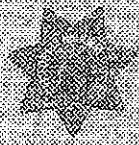
Badge #: 12418
Copy Received By: _____

Page 1 of 1



CA304W001037

TRUCK/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
 California Highway Patrol
 880 Stillwater Road
 West Sacramento, CA 95605-1849
 Phone: (909) 856-2400

Report Number: CA334W001034
 Inspection Date: 04/06/2010
 Start Time: 08:25 AM End Time: 08:38 AM
 Inspection Level: V - Terminal
 HM Inspection Type: None

EXCLUSIVE RECOVERY INC

3777 PLACENTIA LN
 RIVERSIDE, CA 92503

USDOT#: _____ Phone#: _____
 MC/MX#: _____ Fax#: _____
 State#: 295003

Location: RIVERSIDE
 Highway: INDIANA
 County: RIVERSIDE, CA

Mile Post: _____
 Origin: _____
 Destination: _____

Driver: _____ State: _____
 License#: _____
 Date of Birth: _____
 CoDriver: _____
 License#: _____ State: _____
 Date of Birth: _____
 Skipper: _____

Bill of Lading: _____
 Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	CGS Sizer
1	TR	KIA	2010	CA		E98	2NKHN7X1AM231469	33000		1116470	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded

VIOLATIONS: No Violations Were Discovered

HazMat: No HM Transported

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks

State Information:

Base/Spec Area: 851, Veh #1 Type: 56, Regulated Vehicle: Y

This copy of the report is for your information. Carriers are required to take corrective action on all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature of Driver/Carrier: _____ Title: _____ Date: _____

38

Report Prepared By:
 J. BENTZ

Badge #:
 00374

Copy Received By:

Page 1 of 1



CA 334W001034

RIVER/VEHICLE EXAMINATION REPORT



CHP 407E1343A-Aspen
 California Highway Patrol
 860 Stillwater Road
 West Sacramento, CA 95605-1849
 Phone: (909) 806-2400

Report Number: CA304W001035
 Inspection Date: 04/06/2010
 Start Time: 08:41 AM End Time: 09:16 AM
 Inspection Level: V - Terminal
 HM Inspection Type: None

EXCLUSIVE RECOVERY INC
 3777 PLACENTIA BL
 RIVERSIDE, CA 92504
 USDOT#: _____
 NCIMX#: _____
 State#: 290003

Phone#: _____
 Fax#: _____

Driver:
 License#: _____ State: _____
 Date of Birth: _____
 CoDriver:
 License#: _____ State: _____
 Date of Birth: _____

Location: RIVERSIDE
 Highway: INDIANA
 County: RIVERSIDE, CA

MilePost:
 Origin:
 Destination:

Shipper:
 Bill of Lading:
 Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GWV	CVSA #	CVSA Issued #	DOS Sticker
1	TR	FORD	2008	CA	8UT3634	20	1FDAP5GR58EDD6118	19,500			2116473

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS

Section	Code	Type	Unit	DOS	Citation #	Verify	Crash	Violations Discovered
24002	(b)(1)(C)	5	1	N		N	N	Loose balls, box to frame (side) - R 0274 0406 2010

HazMat: No HM Transported.

Placard: No Cargo Tank

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851 Veh #1 Type: 63 Regulated Vehicle: N

This copy of the report is for your information. Carriers are required to take corrective actions for all violations noted. DO NOT return this form to the California Highway Patrol. If a violation was issued you MUST follow the instructions listed on the citation.

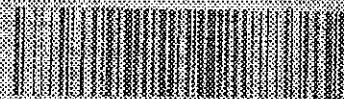
Signature: C. Miller Carrier X Title: _____ Date: _____

Report Prepared By:
 H LESTER

Badge #:
 12416

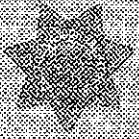
Copy Received By: _____

Page: 1 of 1



CA304W001035

VEHICLE EXAMINATION REPORT



GHP 407E/243A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1849
Phone: (909) 806-2400

Report Number: CA304W001032
Inspection Date: 04/06/2010
Start Time: 08:12 AM End Time: 08:18 AM
Inspection Level: Y - Terminal
HM Inspection Type: None

EXCLUSIVE RECOVERY INC
3777 PLACENTIA LN
RIVERSIDE, CA 92501
USDOT#: _____
MC/MX#: _____
State: 298003

Phone#: _____
Fax#: _____

Driver: _____
License#: _____ State: _____
Date of Birth: _____
CoDriver: _____
License#: _____ State: _____
Date of Birth: _____

Location: RIVERSIDE
Highway: INDIANA
County: RIVERSIDE, CA

MilePost: _____
Origin: _____
Destination: _____

Shipper: _____
Bill of Lading: _____
Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWS	CVSA #	CVSA Issuer #	DOT Sicker
1	TR	FORD	2007	CA	8694668	E22	1FDAY86F27EB06012	17950			12136468

Brake Adjustments: No Brake Measurements Recorded.

VIOLATIONS

Section	Code	Type	Unit	DOT	Citation #	Verify	Crash	Violations Discovered
24002	(b) VC	5	1	N		N	N	Needs a new cable

HazMat: No HM transported.

Placard: No Cargo Tank

Special Checks: No Data for Special Checks

State Information:

Brand/Equip Area: 951 Veh #1 Type: 55 Regulated Vehicle: N

This copy of the report is for your information. If citations are required to take corrective actions for any violations noted, DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature: _____

Title: _____

Date: _____

Report Prepared By: RENTZ

Badge #: 09374

Copy Received By: _____

Page 1 of 1



CA304W001032

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407P1343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1849

Report Number: CA30aY000a19
Inspection Date: 04/23/2010
Start Time: 10:38 AM End Time: 10:40 AM
Inspection Level: V - Terminal
HM Inspection Type: None

EXCLUSIVE RECOVERY INC
2001 W PLACENTA LN
COLTON CA 92323

USDOT#: _____ Phone#: _____
MC/MX#: _____ Fax#: _____
State#: _____

Driver: _____ State: _____
License#: _____
Date of Birth: _____
CoDriver: _____
License#: _____ State: _____
Date of Birth: _____

Location: San Bernardino Area
Highway: 111 OFFICE
County: SAN BERNARDINO CA

MilePost: _____
Origin: _____
Destination: _____

Shipper: _____
Bill of Lading: _____
Cargo: _____

VEHICLE IDENTIFICATION

Unit Type Make Year State Plate# Company# VIN GVWR CVSA # CVSA Issued # GOS State
1 TR FORD 2006 CA XCLSV28 26 _____ _____ _____ _____ CA 1260556

BRAKE ADJUSTMENTS: No Brake Measurements Recorded

VIOLATIONS: No Violations Were Discovered

HazMat: No HMT Transported

Placard: No Cargo Tank

Special Checks: No Data for Special Checks

State Information:

Dist/Sub Area: 861 Ven #1 Type: 65; Regulated Vehicle: N

This copy of the report is for your information. Carriers are required to take corrective actions for all the violations. DO NOT return this form to the California Highway Patrol. See the reverse side of this form for the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.
Signature of Motor Carrier: _____ Date: _____

Revised over stop section of report

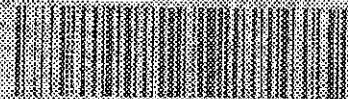
THOMAS

Report Prepared By:
H. LESTER

Badge #:
12416

Copy Received By:

Page 1 of 1



CA30aY000a19

RIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
 California Highway Patrol
 860 Stillwater Road
 West Sacramento, CA 95605-1649
 Phone: (909) 806-2400

Report Number: CA304W001031
 Inspection Date: 04/06/2010
 Start Time: 08:01 AM End Time: 10:52 AM
 Inspection Level: V - Terminal
 HM Inspection Type: None

EXCLUSIVE RECOVERY INC

3777 PLACENTIA LN
 RIVERSIDE, CA 92501

USDOT#: Phone#: State #: 298003
 MC/MX#: Fax#: State: #

Location: RIVERSIDE
 Highway: INDIANA
 County: RIVERSIDE, CA

MilePost
 Origin:
 Destination:

Driver:
 License#: State:
 Date of Birth:
 CoDriver:
 License#: State:
 Date of Birth:

Shipper:
 Bill of Lading:
 Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	GVSA #	GVSA Issued #	QOS Smoke
1	TR	CHEV	2005	CA	XG1SV20	38	1GRE001218F434303	19,500		12667070	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded

VIOLATIONS

Section	Code	Type	Unit	QOS	Citation #	Verify	Crash	Violations Discovered
2400	MSVC	S	1	N		N	N	Vertical bed supports underneath at East of bed cracked welds ok 03/04/08-10

HazMat: No HM Transported

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks

State Information

Gea/Sub Area: 651, Veh #1 Type: 03, Regulated Vehicle: N

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Officer/Carrier: _____

Title: _____ Date: _____

Report Prepared By:
 H. LESTER

Badge #:
 12416

Copy Received By: _____

Page 1 of 1



CA304W001031

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649

Report Number: CA304Y000824
Inspection Date: 04/23/2010
Start Time: 12:20 PM End Time: 12:27 PM
Inspection Level: V - Terminal
HM Inspection Type: None

EXCLUSIVE TOWING
4061 W. PLACENTIA LN.
COLTON, CA 92324

USDOT#: Phone#:
MC/MX#: Fax#:
State#: 298003

Location: San Bernardino Area
Highway: 111 OFFICE
County: SAN BERNARDINO, CA

MilePost:
Origin:
Destination:

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

<u>Unit</u>	<u>Type</u>	<u>Make</u>	<u>Year</u>	<u>State</u>	<u>Plate #</u>	<u>Company #</u>	<u>VIN</u>	<u>GVWR</u>	<u>CVSA #</u>	<u>CVSA Issued #</u>	<u>OOS Sticker</u>
1	TR	INTL	2003	CA	7L92912	12				12668568	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; **Veh #1 Type:** 55; **Regulated Vehicle:** Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ **Title:** _____ **Date:** _____

Report Prepared By:
J. SANCHEZ

Badge #:
17130

Copy Received By:

Page 1 of 1

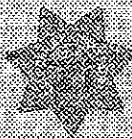


CA304Y000824

X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT



CHP 467E/343A Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649

Report Number: CA304Y000896
Inspection Date: 04/29/2010
Start Time: 11:47 AM End Time: 11:52 AM
Inspection Level: V - Terminal
HM Inspection Type: None

EXCLUSIVE TOWING
3777 PLACENTIA LN
RIVERSIDE, CA 92501

USDOT#: Phone#:
MC/MX#: Fax#:
State#: 298003

Driver: License#: State:
Date of Birth:
CoDriver: License#: State:
Date of Birth:

Location: San Bernardino Area
Highway: 111 OFFICE
County: SAN BERNARDINO, CA

MilePost: Shipper:
Origin: Bill of Lading:
Destination: Cargo:

VEHICLE IDENTIFICATION

Unit Type Make Year State Plats # Company # VIN GWB# CVSA # CVSA ISSUED # QOS Sicker
1 TR KW 1998 CA 6P77230
2 ST LAM 2004 CA JEL7421

BRAKE ADJUSTMENTS: No Brake Measurements Recorded

VIOLATIONS: No Violations Were Discovered

HazMat: No HM Transported

Placard: No Cargo Tank

Special Checks: No Data for Special Checks

State Information:

Base/Sub Area: 151, Veh #1 Type: 25, Veh #2 Type: 21, Regulated Vehicle: Y

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the web site for additional instructions. NOTE: If a change was saved, you MUST follow the instructions on the screen.

Signature of Driver/Carrier:

Title:

Date:

Report Prepared By:
H. J. ESTER

Badge #:
12416

Copy Received By:

Page 1 of 1



CA304Y000896

2d. Specialty Equipment List and Pricing	P/ Hour
9,000 lb 42' Reach Forklift (4 Wheel Drive) with Grapple Bucket	\$200.00
6,000 lb 36' Reach Forklift (4 Wheel Drive)	\$200.00
Bobcat with Sweeper, Grapple and Bucket attachments	\$200.00
Caterpillar 8,000 lb Forklift – Small Cars	\$100.00
Caterpillar 6,000 lb Forklift – Warehouse Forklift	\$100.00
International Roll-Off Truck	\$220.00 (+)
Does NOT include cost of Disposal (dump fees additional)	
Toyota 8,000 lb Forklift – Medium Size Vehicles	\$100.00
Hyster 12,000 lb Forklift – Medium / Heavy Size Vehicles	\$200.00

3j. Collection procedure and policy

Vehicle is impounded

- When the registered owner of vehicle calls or comes in to our facility we verify current information and inform them of all requirements in order to pick up their vehicle.
- One of our staff also has the registered owner review current laws and charges and options for their circumstances and sign the acknowledgement of these. (available English or Spanish)
- Option 1
The vehicle owner is unable to meet the requirement or pay charges at the end of required time of impound place by Police agency or no longer wants the car. They can turn over title, pay current charges as of that day, and release interest in the vehicle. This option stops any additional charges from accruing. They avoid additional charges that they can not afford and avoid being sent to collections. (note the owner does NOT get the car back)
- Option 2
The vehicle owner is unable to meet the requirement or pay charges at the end of required time of impound place by Police agency or no longer wants the car. A "CPA" letter (Credit Protection agreement) is sent to the current person on file for that vehicle according to the DMV. *see attachment.
This gives the R/O person the option to pay less than full charges and turn over the title / ownership and be released of additional charges provided that they exercise this option by the specified date.

In the event that none of the above options are exercised.

- Option 3
The vehicle is leined and once the vehicle clears lein it is sold on the date of sale established by DMV. Any funds that are collected on the day of Sales are then subtracted from the total charges that are due by the registered owner. Any balance of charges that remain after applying what the car sold for are then submitted to the collection company.

Lien Services company
Clear Choice Lien Services, Inc
PO Box 159009
San Diego, CA 92175
800-423-2123

Collections Services company
American Capital ent.
42145 Lyndie Lane, Ste 212
Temecula, CA 92591
909-695-3372

Acknowledgement :

Division 3; Chapter 2; Notice and Application

5900 (a) Whenever the owner of a vehicle registered under this code sells or transfers his or her title or interest in, and delivers the possession of, the vehicle to another, the owner shall, within five calendar days, notify the department of the sale or transfer giving the date thereof, the name and address of the owner and of the transferee, and the description of the vehicle that is required in the appropriate form provided for that purpose by the department.

Division 11; Chapter 9; Stopping, Standing, and Parking

Abandonment Prohibited

22523 (a) No person shall abandon a vehicle upon any highway.
22523 (b) No person shall abandon a vehicle upon public or private property without the express or implied consent of the owner or person in lawful possession or control of the property.
22523 (c) Any person convicted of a violation of this section shall be punished by a fine of not less than one hundred dollars (\$100) and shall provide proof that the costs of removal and disposition of the vehicle have been paid. No part of any fine imposed shall be suspended. The fine may be paid in installments if the court determines that the defendant is unable to pay the entire amount in one payment.

Abandonment: Presumption

22524 (a) The abandonment of any vehicle in a manner as provided in Section 22523 shall constitute a prima facie presumption that the last registered owner of record is responsible for the abandonment and is thereby liable for the cost of removal and disposition of the vehicle.

Liability for Towing and Storage Charges

22524.5 (a) Any insurer that is responsible for coverage for ordinary and reasonable towing and storage charges under an automobile insurance policy to an insured or on behalf of an insured to a valid claimant, is liable for those charges to the person performing those services when a vehicle is towed and stored as a result of an accident or stolen recovery. The insurer may discharge the obligation by making payment to the person performing the towing and storage services or to the insured or on behalf of the insured to the claimant.
22524.5 (b) Any insured or claimant who has received payment, which includes towing and storage charges, from an insurer for a loss relating to a vehicle is liable for those charges to the person performing those services.

As the registered and/or legal owner of the vehicle described below, I do hereby acknowledge that I have read and understand the above statutes of the California Vehicle Code. Further, it is also acknowledged that with the stating of my signature, I agree that I have not been coerced into signing and that I accept full responsibility and liability for payment of charges due to the tow company performing the services described below, and that notwithstanding any insurance claims, I will make payment of these charges to obtain release of the vehicle in a timely manner.

Registered/Legal Owner's Name: _____ Phone: _____

Current Address: _____ City: _____ State: _____ Zip: _____

Driver Lic#: _____ DOB: _____ Exp: _____ State: _____ SSN: _____-_____-_____

Vehicle Year: _____ Make: _____ Model: _____ License #: _____ State: _____ Exp: _____

Insurance Co: _____ Do you wish to release the vehicle to your Insurance Company? Yes / No

Date Towed: _____ Agency: _____ Agency HOLD? YES / NO / 30 Day HOLD

Tow Amount \$ _____ Lien \$ _____ After Hours Gate Fee \$ _____ Daily Storage \$ _____/day

Storage to Date \$ _____ RCFF \$ _____ Total amount due to date for release of vehicle \$ _____

Signature: _____ Date: _____

NOTICE OF STORED VEHICLE / CREDIT PROTECTION AGREEMENT

EXCLUSIVE RECOVERY INC.
 3777 PLACENTIA LANE
 RIVERSIDE, CA 92501

ELEPHONE NUMBER/ NÚMERO DE TELÉFONO
951) 682-2003

XAC 42100373	DATE OF POSSESSION/ fecha de la posesión 9/24/2010	NOTICE DATE/ fecha del aviso 9/30/2010
Total fees you may be legally responsible for / Los honorarios totales usted puede ser legalmente responsable		
TOWING / Remolque		\$ [REDACTED]
STORAGE AT THE DAILY RATE OF/ Almacenaje en el índice diario de		\$ [REDACTED]
LIEN PROCESSING / Proceso del embargo preventivo		\$ [REDACTED]
IMPORTANT:		
1. If this vehicle was impounded by a public agency, additional city tax and/or vehicle release fees may apply. 2. If you donated this vehicle to a charity and turned in a Release of Liability to the California DMV, please disregard this notice.		

Vehicle Description / Descripción Del Vehículo

License Number/Número De la Licencia	State/ Estado	Vehicle Identification Number /Número de identificación Del Vehículo	Year / Año	Make /Hacen	Model / Modelo	Style / Estilo
[REDACTED]	CA	[REDACTED]	97	FORD	MUSTAN	2D

ATTENTION REGISTERED OWNER: YOUR CREDIT FILE MAY BE AFFECTED!

California Civil Code Section 3068.2 states that as the last owner of record for the above described vehicle, you may be liable to us for the total charges and fees, (towing, storage and lien processing), less the amount we receive from the sale of this vehicle.

It is important that you reclaim your vehicle as soon as possible since storage charges are accumulating daily. If you do not reclaim your vehicle prior to our sale, you may be liable to us for up to 60 days storage cost, plus fees shown above for a total of \$2,765.00, less the amount we receive from the sale of this vehicle. We may refer our deficiency to a collection agency if you do not act soon.

IF YOU ARE NOT GOING TO RECLAIM YOUR VEHICLE, YOU CAN PARTICIPATE IN OUR CPA PROGRAM

If you pay us \$539.00, (towing fees, lien processing fee plus 7 days storage), before 10/10/2010 we will waive our deficiency claim. To take advantage of this offer, sign the statement at the bottom of this letter and bring it, along with any title or other paperwork you have for this vehicle, to our office address, shown above, along with the amount you are paying. If you fail to act before 10/10/2010, you will no longer be eligible for this offer.

Propietario Registrado Atención: Su Fichero Del Crédito Puede Ser afectado!

La sección 3068.2 del código civil de California indica que como el propietario pasado del expediente para el vehículo arriba descrito, usted puede ser obligado a nosotros para las cargas y los honorarios totales, (el remolque, el almacenaje y el embargo preventivo que procesa), menos la cantidad que recibimos de la venta de este vehículo.

Es importante que usted reclama su vehículo cuanto antes puesto que las cargas del almacenaje están acumulando diariamente. Si usted no reclama su vehículo antes de nuestra venta, usted puede ser obligado a nosotros para el costo del almacenaje de hasta 60 días, más los honorarios mostrados arriba para un total de \$2,765.00, menos la cantidad que recibimos de la venta de este vehículo. Podemos referir nuestra deficiencia a una agencia de

Si usted no va a reclamar su vehículo, usted puede participar en nuestro programa de CPA

Si usted nos paga \$539.00, (los honorarios del remolque, honorario de proceso del embargo preventivo más el almacenaje de 7 días), antes de que 10/10/2010 nosotros renuncie nuestra demanda de la deficiencia. Aprovecharse de esta oferta, firmar la declaración en el fondo de esta carta y traerla, junto con el cualquier título o el otro papeleo usted tiene para este vehículo, a nuestro direccionamiento de la oficina, mostrado arriba, junto con la

CREDIT PROTECTION OFFER / OFERTA DE LA PROTECCIÓN DEL CRÉDITO

I agree to pay the lienholder, EXCLUSIVE RECOVERY INC., the sum of \$539.00. The lienholder, upon receipt of this payment, agrees to waive any remaining deficiency claim that they would otherwise be entitled to when they receive title to this vehicle and it is sold.

Acuerdo pagar el lienholder, EXCLUSIVE RECOVERY INC., la suma de \$539.00. El lienholder, sobre recibo de este pago, acuerda renunciar cualquier demanda restante de la deficiencia a la cual fueran dados derecho de otra manera cuando reciben título a este vehículo y se vende.

REP# 43727	XAC# 42100373	DATE / FECHA	SIGNATURE OF VEHICLE OWNER / FIRMA DEL PROPIETARIO X
DAYTIME TELEPHONE NUMBER / NÚMERO DE TELÉFONO DEL DÍA			PRINT TRUE FULL NAME / NOMBRE COMPLETO VERDADERO DE LA IMPRESIÓN
AMOUNT RECEIVED / LA CANTIDAD RECIBIÓ		DATE / FECHA	SIGNATURE OF LIENHOLDER / FIRMA DE LIENHOLDER X

Save your credit standing and act now / Excepto su situación y acto de crédito ahora.



RECOVERY, INC.
the pros who can pull it off

3777 Placentia Lane
Riverside, CA 92510
Phone: 951-882-2003 FAX: 951-882-2043
www.exclusivetowing.com

City of Moreno Valley
Rotational Tow Service
RFP-JLL-10/11-01
14177 Fredrick Street
Moreno Valley, CA 92552

October 26, 2010

Re: References including contact names and telephone number

Moreno Valley Police Dept

951-486-6700

San Bernardino CHP

San Bernardino CHP

San Bernardino CHP Scales

CHP Scales

Officer Roney

909-383-4247

Officer Medcalf

760-249-5175

Officer Mc Kelvey

760-249-5175

Riverside Police Department

Dawn

Tow Liason

951-353-7986

Officer Prince

Detective

951-353-7990

Officer Ellefson

Detective

951-901-7480

Srgt Neglia

951-905-2923

Riverside CHP

Officer Graciano

Tow Officer

951-637-8000

~~Riverside Sheriff Jurupa~~

~~Srgt Sawyer~~

~~Tow Officer~~

~~951-955-2600~~

Riverside Sheriff Jurupa

Srgt Sawyer

Tow Officer

951-955-2600

Confidential
Riverside Sheriff - Junipia
Srgt Sawyer

Page 2
Tomb Officer

951-955-2600 10/27/2010

Riverside City Fleet Maintenance RFP

951-351-6157

Christine
Ken Lathrup
Martin
Jeff

Malcolm Scott

RFP -

951-826-5561

County of Riverside-

Alice Goshen

Abatement

No longer there - retired

951-955-9290

LAWLER WOODCREST SERVICE, INC.

Evaluation Form

Proposal with Addendum

EXHIBIT E

-675-

Item No. G.3

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST
 revised 11/1/2010

TOW COMPANY: Lawler's Triple L Towing

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
City of MV Business License	X		License #22585 (9/23/2010)
No financial interest in other tow company and/or applicant within City of MV	X		Provided statement 10/20/10.
Storage yard must be located in City limits	X		24385 Nandina Ave.
1. Organizational Information			
a. Company Name	X		Lawler Woodcrest Services, Inc.
DBA	X		Lawler's Triple L Towing
Documentation for authorized individual to submit RFP	X		By Corporate Officer, M. Pulcheon
b. Organizational Structure	X		Corporation
Date of organization	X		08/11/1997
c. Federal Tax ID #	X		33-0771213
d. Name	X		Mike Pulcheon
Address	X		18400 Van Buren Blvd, Riverside, Ca 92508
Phone	X		(951) 780-8400
Fax	X		(951) 780-7400
e-mail	X		lawlerstowing@gmail.com
e. State of CA permits/licenses	X		Motor Carrier Permit No 0144762 (expires 4/3/2011)
Statement that company accepts all conditions/rqmts in RFP	X		by M. Pulcheon
2. Facilities, Equipment and Personnel			
a. Address: Administrative offices	X		24385 Nandina Ave
Address: Vehicle storage facility (if separate from office)		X	24385 Nandina Ave. Not in full compliance with City Ordinance. No inside storage available on-site
Site Plan: Administrative Offices	X		24385 Nandina Ave.
Site Plan: Vehicle storage facility (if separate from office)		X	24385 Nandina Ave. Not in full compliance with City Ordinance. No inside storage available on-site

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST
 revised 11/1/2010

TOW COMPANY:

Lawler's Triple L Towing

		IN COMPLIANCE BY NOV. 30, 2010		NOTES	
		YES	NO		
<i>Site Plan</i>					
Name, address, phone number of applicant/tow operator		X			
Property lines/lot dimensions		X			
Dimensions of access points to site, off-street parking, loading, parking for customers/employees		X			
Location of building structures - include distance between buildings/property lines		X			
Location of driveways		X			
Location of landscape planters		X			
Location of building security lights		X			
Location of parking lot lights		X			
Location of perimeter fencing		X			
Evidence that lot will accommodate min. number of cars per stds.		X		271 vehicles (Need to construct "inside" storage area.	
b. Deed of Trust or Lease				N/A	
List of any secondary facilities with all included from 2 a.above.		X		Commitment letter included in package. Will require lease if contract is awarded	
c. List of all Equipment				N/A	
d. Vehicles					
Class	Vehicle #1	Vehicle #2	Vehicle #3	Vehicle #4	Vehicle #5
Make	CLASS A	CLASS A	CLASS A	CLASS A	CLASS A
Model	INTERNTL	INTERNTL	INTERNTL	INTERNTL	INTERNTL
Year	flatbed	flatbed	flatbed	flatbed	flatbed
Equipment for each Vehicle	2004	2004	2005	2006	2004
PLATE NO.	see notes 7D67430	see notes 7F-26461	see notes 7S93715	see notes 8N58698	see notes 7P60918
CHP Forms	CHP407F	CHP407F	CHP407F	CHP407F	CHP407F
Vehicle Replacement Policy					
	All tow trucks are well-maintained late model Class A vehicles 6 years old or newer. When our vehicles are used to the point that they are being repaired more than they are being used profitably they are traded in for new trucks. This usually occurs at about 300,000 mi.				

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST
 revised 11/1/2010

TOW COMPANY: Lawler's Triple L Towing

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
Class	X		Vehicle #7 CLASS A
Make	X		INTERNTL
Model	X		wheel-lift
Year	X		2005
Equipment for each Vehicle	X		see notes
PLATE NO.	X		7W64936
CHP Forms	X		CHP407F
Vehicle Replacement Policy	X		Same as above.
e. <i>Personnel</i>			
Drivers	X		6-Divers; 7-Trucks. Additional truck to cover operations in case one vehicle is down for maintenance.
Supervisory	X		1
Office	X		1
Recruitment, Training and Customer Service Practices	X		Use AAA services for training and testing.
3. Financial/Organizational			
a. History of tow business	X		In business since 1963.
Experience of company's key mgmt. personnel	X		50 years of experience between M. Pulcheon and manager.
Program for substance abuse/drug free workplace	X		In-house
How tow company will provide monthly reports for stored/impounded vehicles, release of vehicles or other	X		Computer software
d. Certificate of Insurances	X	X	<i>Preliminary review of the certificates of insurance provided demonstrates the general compliance with the conditions of the RTS Program. Upon award of contract, each tow operator will be required to meet the City's insurance requirements. Each certificate will be reviewed and approved by City's Risk Manager.</i>

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST
 revised 11/1/2010

TOW COMPANY: Lawler's Triple L Towing

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
e. Identify years of experience	X		Since 1980.
List any contracts has or had in last 5 years similar to City reqmts. Name/Contact for each reference.	X		CHP, Cities of Riverside, Perris, Menifee, Canyon Lake
f. Complaints received from cities within last 2 years. Including equipment violations, inspection cites, etc.	X		None
g. Indicate if company has been suspended or terminated by another governmental agency; state reasons	X		2004 Suspended for seven days by CHP for using non-CHP approved driver.
Describe safety policies and safety training provided to employees.	X		In-house regular training. Provided outline of "Accident Review Guidelines." Pull Notice program.
* If towing has been cited, suspended, terminated - supply date/description of violation/incident.			Accept as payment - cash, ATM card or credit card. If after 30 days the owner of any vehicle does not recover their vehicle, then the title of the vehicle is gained by lien sale and the vehicle is then sold at an auction at our establishment. The balance between the sale cost of the vehicle and the tow fees is then sent to a collection agency (The Rickenbacker Group, Morgan Hill, CA).
j. Provide collection procedure(s) and policy(ies)	X		Two vehicles per flatbed truck - 14 vehicles can be moved quickly.
Explain how business would move large number of vehicles in short time period.	X		

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST
 revised 11/1/2010

TOW COMPANY: Lawler's Triple L Towing

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
4. Rates for Service			
a. Fees			
Proposed Hourly rate	X		Rates are same as CHP rates.
Hourly Rate (CHP 180)	X		CLASS A \$185.00/hr
Hourly Rate (CHP 180, after hours)	X		\$195.00/hr
Service Call - no CHP180	X		\$92.50/hr
Gate Fee	X		\$92.50
Inside Storage	X		\$50.00/day
Outside Storage	X		\$45.00/day
Contract Labor	X		\$40.00/hr
Max Response Time 6a-6p	X		20 min
Max Response Time 6:07p-5:59a		X	25 min
Special Equipment:			
Storage or any other fee charged to vehicle owner and/or his agent.	X		
Submit a mark-up rate (% of cost to tow operator) for retail equipment and specialized labor not listed on application.			N/A
5. Applicant shall submit:			
a. Five (5) copies of Proposal	X		
One (1) unbound 8.5 x 11 black and white copy (reproducible)	X		
c. One (1) electronic copy (Adobe/PDF)	X		
RTS APPLICATION FEE \$2,828	X		
Cert of Occupancy presently same as Superior Towing B0900917			
Need to build enclosure for inside storage - will need appropriate approvals from B&S.			
NOTES: Requested information on security system specs. An Administrative Plot Plan must be filed with the Planning Division and approved prior to the issuance of a Building Permit to construct inside storage area. Unsure if improvements can be completed prior to January 1, 2011. Response time exceeds MVMC Chapter 12.14. Tow operator will be conditions to comply with 20 minute response time. Fire has not approved the site for vehicle storage.			

LAWLER WOODCREST SERVICE, INC.

REQUEST FOR PROPOSAL

ROTATIONAL TOW SERVICE PROGRAM

RFP#JLL-10/11-01

CITY OF MORENO VALLEY, CA

DELTA BOOKKEEPING SERVICE
6711 ARLINGTON AVE. #A
RIVERSIDE, CA 92504
PHONE 909-688-2763

October 5, 2010

TO: LAWLERS WOODCREST SERVICE, INC.
18400 VAN BUREN BLVD
RIVESIDE, CA 92508

The accompanying Balance Sheet for LAWLERS WOODCREST SERVICE, INC. as of August 31, 2010 and the related statements of income and expenses for the period then ended have been prepared by me in accorded with the tax accounting principles of Internal Revenue Code and attendant rules and regulations. No state licenses is required for this presentation.

My engagement is limited to organizing in the form of a tax basis financial statement, the accounting and financial data managemnet as reflected in its books and records. Accordingly, the accompanying Financial Statement is a representation of management. I can undertake no responsibility for its accuracy.

In my capacity as an Enrolled Agent, licensed by the Tresury Department to practice before the Internal Revenue Service, I declare I am not aware of material adjustments that need to be made to accompanying Financial Statement to bring it in conformity with tax accounting principles of the Internal Revenue Code.

WADE H HMMOND, E.A.

Financial Statements

**of
LAWLERS WOODCREST SERVICE, INC.
For the Period Ended August 31, 2010**

See Accompanying Accountant's Compilation Report

LAWLERS WOODCREST SERVICE, INC.

Balance Sheet
August 31, 2010

ASSETS

Current Assets

CASH ON HAND \$
BANK OF AMERICA-
PROVIDENT-
PROVIDENT-
LOAN TO DONALD FENGLER
WELLS FARGO-HEALTH SAVING ACC
ADP-PAYROLL ADVANCED
ACCOUNTS RECEIVABLE
NOTE RECEIVABLE
LOAN TO HAFFNER TRUCKING
INVENTORY
ESTIMATES TAX - STATE
ESTIMATES TAX - FEDERAL
SECURITY DEPOSIT-SALES TAX

[REDACTED]

Total Current Assets

\$

Fixed Assets

VIDEO SECURITY SYSTEM-04/2004
COMPUTER-2006
FURNITURE & FIXTURES
LEASEHOLD IMPROVEMENTS
COMPUTERS
SMOG MACHINE-JAN. 2008
RADIOS
OVERHEAD DOORS
CORP SET UP FEE
COPY MACHINE-11/04
2005 INTL 4300
2006 LANDOLL TRAILER-330
05 INTL WHEELIFT TOW TK-02/07
2003 FORD F250-FEB. 2008
2002 FORD F150 - 04/15/2009
2003 FORD F250-FEB. 2009
2001 F150 SERVICE TRUCK-04-09
2004 INTL TOW TRUCK-OCT. 2009
2007 INTL TOW TRUCK-12-2009
FORK LIFT
SHOP EQUIPMENT
SAFE
FENCE & GRADING
BREAK LATHE
AIR CONDITIONER(TRPL L)-11/02
TOOLS-11/129(SHOP)
SLIDE GATE OPENER(SHOP)-12/02
2004 INTERNAL 4300 CHEVRON TOW
OFFICE REMODELING-12/03
2004 INTL TOW TRUCK-11/04

[REDACTED]

See Accompanying Accountant's Compilation Report

SNAP TOOLS
DIETEERICH INTL TRAILER
MISC EQUIPMENT
2004 INTERNATIONAL
2006 INTERNATIONAL TOW TRUCK
Peterbuilt Tractor 06
Freightliner Tractor 06
EQUIPMENT-12/2008
PERRIS INDUSTRIAL BUILDING
FORKLIFT(CLARK) - 03/24/2010
ACCUMULATED DEPRECIATION
ACCUM AMORTIZATION

[REDACTED]

Total Fixed Assets

[REDACTED]

Other Assets

Total Assets

\$

[REDACTED]

CITY OF MORENO VALLEY

BUSINESS LICENSE TAX RECEIPT

The person, firm or corporation named below has paid the appropriate fees to the City and is hereby granted this business license tax receipt for the business described below. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of any law or ordinance. The City does not pass on the qualifications of the holder of this business license tax receipt.

Business Name: Lawler's Triple L Towing
Business Location: 18400 Van Buren Blvd, Riverside, CA 92508
Business Owner: Michael Pulcheon

BUSINESS TYPE: 472
Description: TOWING SERVICES

LAWLER'S TRIPLE L TOWING
18400 VAN BUREN BLVD
RIVERSIDE, CA 92508

BUSINESS LICENSE #: 22585
Effective Date: September 23, 2010
Expiration Date: December 31, 2010



Richard Teichert
Financial & Administrative Services Director

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

Lawler Woodcrest Service, Inc.
18400 Van Buren Blvd.
Riverside, CA 92508

Proposal Submittal

1. Organizational Information

a. Our legal organizational name is Lawler Woodcrest Service, Inc. We also do business as Lawler's Triple L Towing. Mike and Lisa Pulcheon are the only officers of the company authorized to submit this proposal.

b. Lawler Woodcrest Service, Inc. is a Riverside, California based corporation that was established on August 11, 1997. Please refer to attached transcript for information.

c. The Federal Tax Identification number of Lawler Woodcrest Service is 33-0771213.

d. The address of the person who will serve as the contact to the Police Department and City with regards to the proposal is: Mike Pulcheon 18400 Van Buren Blvd. Riverside, CA 92508. Telephone number 951-780-8400 or 951-830-0076 Cell. Fax number 951-780-7400. E-mail address in lawlerstowing@gmail.com

e. Our company currently is in good standing with the State of California. Please see the attached copy of our California Motor Carrier Permit.

f. I have read, understand, and accept all conditions contained in Chapter 12.14 of the Moreno Valley Municipal Code, the RFP, and the sample agreement. *MP*

2. Facilities, Equipment and Personnel

a. Facilities: The address of our proposed towing business administrative office and vehicle storage facility is 24385 Nandina Ave. Moreno Valley, CA 92551 Regarding sections I. through VIII. please see attached copy of site plan.

b. Deed of trust or other legal document identifying ownership of property. See attached letter of ownership prepared by property owner.

c. There are no secondary facilities that will be used in our business.

d. Regarding equipment please see attached copy of our vehicle list. Regarding CHP form 407F please see attached copy. Regarding our vehicle replacement policy, all of our tow trucks are Class A late model vehicles and well maintained. None of them are over 7 years old.

e. Personnel: Please see attached list of employees. Recruitment: Drivers are hired after a process that involves a review of their driving record, a criminal record check, a past employment history check, a drug and alcohol test, and a review of their demonstrated experience. All newly hired drivers are trained in our standard operating procedures by the tow manager and other senior drivers. Regardless of experience, all new hires are required to ride along as a trainee with each current driver for one eight hour shift. A final ride along is completed with the tow manager. Drivers observe the new hire for potential work habits, driving skills, safety, and interaction with the public. At present all of our drivers have been trained and tested by AAA instructors. All certifications are current. All drivers are approved for and are on CHP rotation. All drivers are enrolled in pull notice and a drug and alcohol testing program. All of our drivers have been with us for number of years, the most junior driver having been here for four years. This gives us a major advantage when any two drivers have to work together as a team. We employ only dedicated workers who are willing to provide quality customer service. Customer service practice classes are conducted periodically by the tow manager.

3. Financial/Organizational Information

a. Lawler Woodcrest Service has been providing quality tow services to the community of Riverside since 1963. After doing business with the Automobile Club of Southern California for 30 years we terminated that contract so that we could concentrate on providing better service to the California Highway Patrol, the Riverside County Sheriff's Department, the Riverside Police Department, the Perris Police Department, the Canyon Lake Police Department, and the Menifee Police Department. My operations manager and myself have a combined 50 years of experience between us in the automobile towing business.

b. Regarding drug and alcohol abuse prevention, we currently conduct random clinical tests on employees for drugs and alcohol. We have provided a copy of our substance and alcohol abuse overview. Tow manager maintains a close relationship with all drivers and monitors any suspicious activity or behavior.

c. Our towing business will provide a computer generated monthly report that will include tracking of stored/impounded vehicles, releases of vehicles, and any other information that we feel is pertinent to the RTS Program. Please see attached example copy.

d. Please see attached copies of insurance policies.

e. Lawler Woodcrest Service has been providing official police/city tow services since 1980.

f. We contract with the following agencies:

California Highway Patrol Officer Graciano 951-637-8000

Riverside County Sheriff's Department SGT Dan Lingo 951-210-1000

Riverside Police Department Dawn Siglar 951-353-7986

Perris Police Department SGT Dan Lingo 951-210-1000

Menifee Police Department Deputy Howe 951-210-1000

Canyon Lake Police Department SGT Dan Lingo 951-210-1000

g. We have received no complaints from any of the cities that we contract with in the past two years.

h. Because of a minor communications problem we received a seven day suspension from the CHP six years ago for using a non CHP certified driver.

i. All new drivers are taught correct and safe tow procedures by the tow manager. Monthly documented safety meetings are held between the manager and all employees. Every quarter tow refresher training is conducted by the tow manager and all drivers. All accidents are investigated by our in-house investigation committee which consists of the owner, the general manager, and the senior driver. The accident review guideline shall be as follows:

1.A. An oral and written statement shall be received by the committee from the involved driver.

B. Insurance information from all other parties involved will be received from the driver.

C. An assesment of any damages will be made by the committee.

D. A post accident drug test will be received from the investigating law enforcement agency.

2. An extensive post accident interview shall be conducted with the driver by the review committee and shall include:

A. A series of direct questions of the driver by the committee.

B. All answers and information received from the driver will be recorded and or documented.

3. Guideline to be followed by committee while interviewing driver.

Attention will be paid to drivers demeanor and body language. Any changes to original statement will be noted. All questions will be brief and to the point.

Interviewers will watch for any indecent remarks by the driver. Interviewers will not discuss information with anyone other than the committee members. Information will only be exchanged between members while all three are together. All severity of prior incidents will be taken into account by the committee. All documented information regarding the interview will remain confidential. One copy will be given to the driver and one copy will be kept in a confidential file.

j. If after 30 days the owner of any vehicle does not recover their vehicle then the title is gained by lien sale and the vehicle is sold by auction at our establishment. All other tow fees that are not paid by customers are turned over to a collection agency.

k. If a large number of vehicles were needed to be relocated in a short amount of time it would be accomplished by using five of the tow trucks in our inventory. With flatbed tow trucks that are able to haul two cars each we would be able to move 10 vehicles within a short time period.

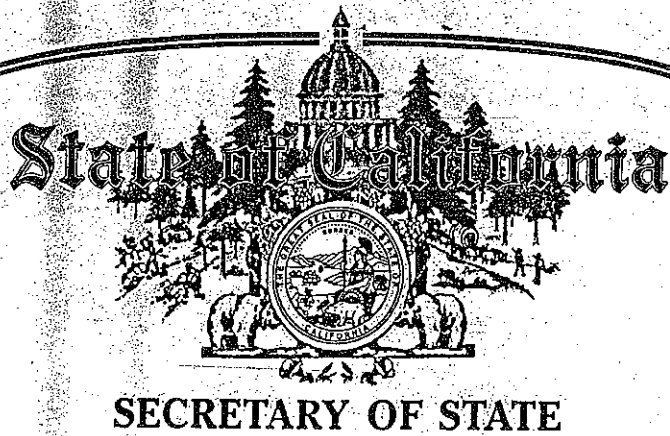
4. Rates for Service

a. All fees charged to vehicle owners or authorized agents will be in accordance to California Highway Patrol Form CHP234A.

For sections I. through V. please see attached copy of CHP Form 234A.

5. We will submit all requested information to this proposal.

2016391



I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this

AUG 11 1997



Bill Jones

Secretary of State

2016391

ARTICLES OF INCORPORATION

LAWLER WOODCREST SERVICE INC.
(A California Corporation)

ENDORSED
FILED

In the office of the Secretary of State
of the State of California

AUG 8 - 1997

I

The name of this corporation is LAWLER WOODCREST SERVICE, INC

II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporation Code.

Bill Jones
BILL JONES, Secretary of State

III

The name and address in this State of the corporation's initial agent for service of process is:

Haskel G. Lawler
17550 Krameria Ave.
Riverside, CA 92504

IV

The corporation is authorized to issue one class of shares which shall be designated as "common" shares. The total number of such with this corporation is authorized to issue is Ten Thousand (10,000)

V

The first directors of this corporation shall be Haskel G. Lawler, Mildred E. Lawler 17550 Krameria Ave., Riverside, Ca 92504 and Michael E. Pulcheon of 29163 Citation Ave., Romoland, Ca 92585

Dated August 6th, 1997

Haskel G. Lawler

Haskel G. Lawler 17550 Krameria Ave., Riverside, Ca 92504

Mildred E. Lawler

Mildred E. Lawler 17550 Krameria Ave., Riverside, Ca 92504

Michael E. Pulcheon

Michael E. Pulcheon 29163 Citation Ave., Romoland, Ca 92585

We the undersigned, declare that we are the persons who executed the above Articles of Incorporation, and such instrument is our act and deed.

Haskel G. Lawler
Haskel G. Lawler

Mildred E. Lawler
Mildred E. Lawler

Michael E. Pulcheon


Michael E. Pulcheon

DEPARTMENT OF MOTOR VEHICLES
 MOTOR CARRIER SERVICES BRANCH MS G875
 P.O. BOX 932370 Sacramento, CA. 94232-3700
 (916) 657-8153



03/30/2010

LAWLER WOODCREST SERVICE INC
 18400 VAN BUREN
 RIVERSIDE, CA 92508

 <p>MOTOR CARRIER PERMIT</p>	
DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA. 94232-3700 LAWLER WOODCREST SERVICE INC 18400 VAN BUREN RIVERSIDE, CA 92508	Valid From: 05/01/2010 Valid Through: 04/30/2011
	CA#: 0144762
The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification:	
For Hire Full Year Corporation	
Pmt Date: 03/26/2010 Office #: 154	
Account #: 39801 Tech ID: TL	
Sequence #: 0026 Amt Paid: \$475.00	

!!!IMPORTANT REMINDERS!!!

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at www.dmv.ca.gov or receive further information by calling: (916) 657-8153.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

Bunker Family LLC,
A California Limited Liability Company
24385 Nandina Avenue
Moreno Valley, CA 92551

October 5, 2010

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

RE: Lawler's Towing Lease

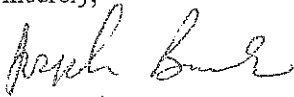
To Whom It May Concern:

Please be advised that the Bunker Family LLC has agreed to lease to Lawler's Towing, the property commonly known as 24385 Nandina Avenue, Suite C, located in the City of Moreno Valley, County of Riverside, State of California, with zip code 92551, as outlined on Exhibit A attached hereto.

The term of the lease continues through April 2015. Lawler's Towing has the right to operate a vehicle towing and storage business on the premises.

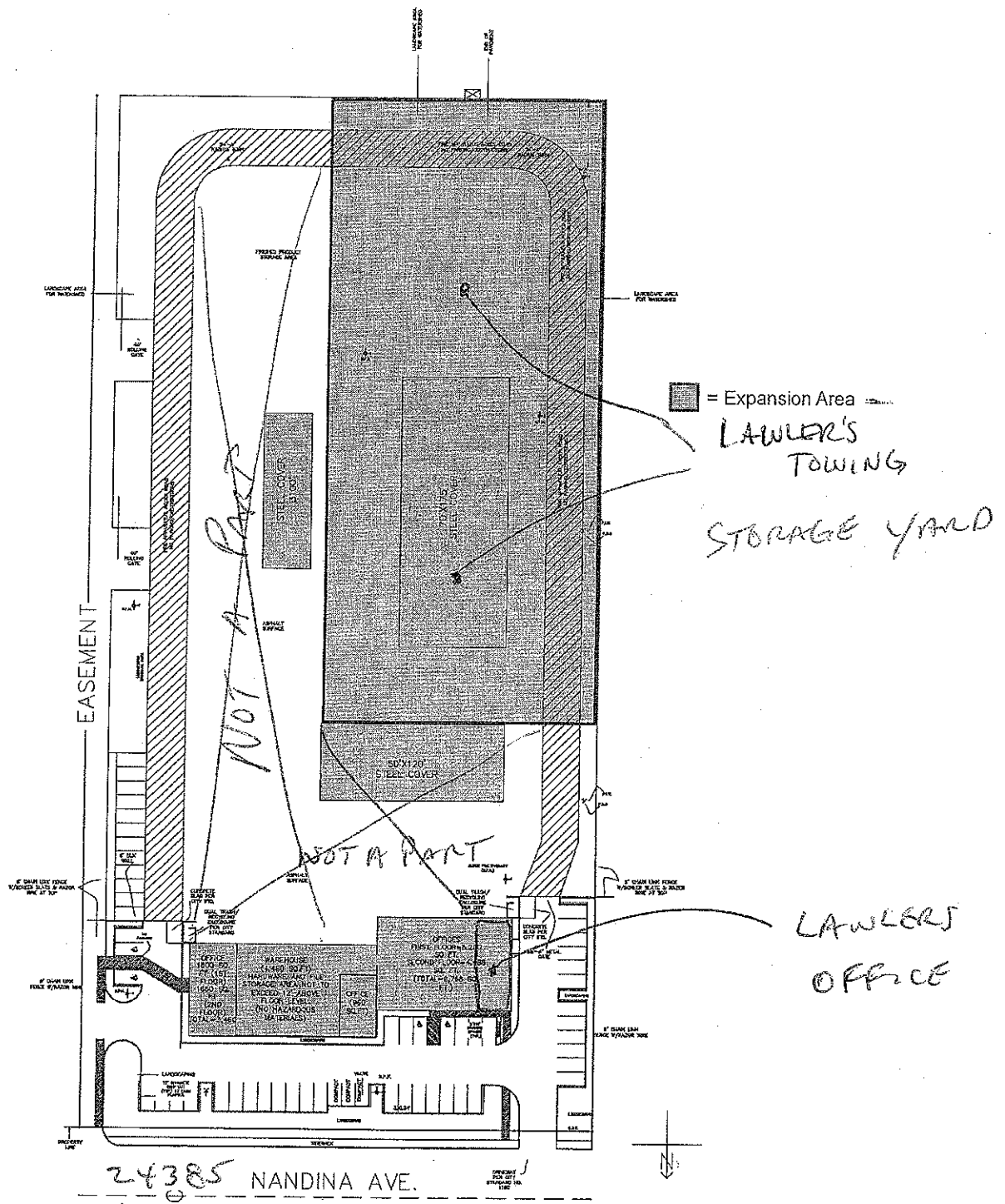
Should you have any questions or concerns, please feel free to contact me at (951) 830-7884.

Sincerely,



Joseph Bunker
Managing Member

Encl.



NOT A PART

NOT A PART

■ = Expansion Area
**LAWLER'S
 TOWING
 STORAGE YARD**

**LAWLER'S
 OFFICE**

24385 NANDINA AVE.

UNIT C

**Lawler Woodcrest Service
Vehicle List**

2004 Int. 4300 Flatbed Lic. 7D67430 CA Vin. 1HTMMAAL44H671699 Trk. 8

2004 Int. 4300 Flatbed Lic. 7F26461 CA Vin. 1HTMMAALX4H609837 Trk.12

2005 Int. 4300 Flatbed Lic. 7S93715 CA Vin. 1HTMMAAL45H105950 Trk. 11

2006 Int. 4300 Flatbed Lic. 8C17627 CA Vin. 1HTMMAALX6H307127 Trk. 15

2004 Int. 4300 Flatbed Lic. 7P60918 CA Vin. 1HTMMAAL04H657394 Trk. 9

2005 Int. 4300 Wheel-lift Lic. 7W64936 CA Vin. 1HTMMAAL45H103647 Trk.16

2007 Int. 4300 Flatbed Lic. 8H64033 CA Vin. 1HTMMAALOYH469558 Trk.19

Vehicle Descriptions

1. Our tow trucks are all Class A vehicles and configured with a white cab and a black bed. Our CA # is on the side of the bed in white letters. Our address is on the side of the bed in white letters. The company name and phone number are in blue letters on the doors.

2. All trucks are equipped to the California Highway Patrol standard. In addition they are also equipped with extra straps and ratchets for open wheel tie downs and also go jacks and tire skates for specialty vehicle tows.

3. Trucks 8,9,11, and 15 have Chevron beds that are rated at 10,000 lbs. The wheel-lift in the extended position is rated for 3,000 lbs. These trucks have a Warn winch which is rated at 9,000 lbs. The beds are 22 feet long and 102 inches wide. Truck 12 has a Century bed that is rated for 10,000 lbs. The wheel-lift extended is rated for 3,000 lbs. It has a Ramsey winch that is rated for 8,000 lbs. The bed is 19 feet long and 8 feet wide. Truck 19 has a Century bed that is rated for 15,000 lbs. and a Ramsey winch that is rated for 12,000 lbs. The bed is 22 feet long and 102 inches wide. Truck 16 has a Century boom that is rated for 24,000 lbs. and a wheel-lift that is rated for 20,000 lbs. It has two Ramsey winches that are each rated for 12,000 lbs.

4. We are capable of towing small motorhomes, 20' and 40' sea containers, and small heavy equipment all at the CHP hourly rates.

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

9

Report Number: CA304P000986
Inspection Date: 04/07/2010
Start Time: 07:54 AM **End Time:** 08:04 AM
Inspection Level: V - Terminal
HM Inspection Type: None

LAWLERS WOODCREST SERVICE
18400 VAN BUREN BLVD
RIVERSIDE, CA 92508
USDOT#: _____ **Phone#:** _____
MC/MX#: _____ **Fax#:** _____
State#: 144762

Driver: _____ **State:** _____
License#: _____
Date of Birth: _____
CoDriver: _____
License#: _____ **State:** _____
Date of Birth: _____
Shipper: _____

Location: Rancho Cucamonga Area
Highway: RC OFFICE
County: SAN BERNARDINO, CA

MilePost: _____
Origin: _____
Destination: _____

Bill of Lading: _____
Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	INTL	2004	CA	7D67430	8				12668278	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
24002 VC	S	1	N		N	N	Fire extinguisher not secured.

/ck 17130

HazMat: No HM Transported.

Placard: No **Cargo Tank:** _____

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
C. KELLY

Badge #:
13982

Copy Received By:

Page 1 of 1



CA304P000986

X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

16

Report Number: CA304W001070
Inspection Date: 04/07/2010
Start Time: 10:28 AM End Time: 10:33 AM
Inspection Level: V - Terminal
HM Inspection Type: None

LAWLERS TRIPLE L TOWING
18400 VAN BUREN BLVD
RIVERSIDE, CA 92508

USDOT#: Phone#: MC/MX#: Fax#: State#: 144762

Location: RIVERSIDE
Highway: INDIANA
County: RIVERSIDE, CA

MilePost: Origin: Destination:

Driver: License#: State: Date of Birth: CoDriver: License#: State: Date of Birth: Shipper:

Bill of Lading: Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	INTL	2005	CA	7W64936	16	1HTMMAAL45H103647	25,500		12667104	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: W. FLOWERS

Badge #: 10922 Copy Received By:

Page 1 of 1



CA304W001070

X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

15

Report Number: CA304P000983
Inspection Date: 04/07/2010
Start Time: 06:54 AM End Time: 07:00 AM
Inspection Level: V - Terminal
HM Inspection Type: None

LAWLERS WOODCREST SERVICE
18400 VAN BUREN BLVD
RIVERSIDE, CA 92508
USDOT#: Phone#:
MC/MX#: Fax#:
State#: 144762

Driver: License#: State:
Date of Birth:
CoDriver: License#: State:
Date of Birth:

Location: Rancho Cucamonga Area
Highway: RC OFFICE
County: SAN BERNARDINO, CA

MilePost:
Origin:
Destination:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	INTL	2006	CA	8N58698	15					

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
26453	VC /003	S	1	N	N	N	Axle-1 R/S oil contaminated brake linings OIL 9374 47-10

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X:

Title:

Date:

Oil upper & lower Ram Bushings worn OIL 9374 47-10

Report Prepared By:
W: FLOWERS

Badge #:
10922

Copy Received By:

Page 1 of 1



CA304P000983

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

12

Report Number: CA304W001073
Inspection Date: 04/07/2010
Start Time: 01:28 PM End Time: 01:35 PM
Inspection Level: V - Terminal
HM Inspection Type: None

LAWLERS TRIPLE L TOWING
18400 VAN BUREN BL
RIVERSIDE, CA 92508
USDOT#:
MC/MX#:
State#: 144762

Phone#:
Fax#:

Location: RIVERSIDE
Highway: INDIANA
County: RIVERSIDE, CA

MilePost:
Origin:
Destination:

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	INTL	2004	CA	7F26461	12	1HTMMAALX4H609837			12667114	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1245(k)(2)	CCR	S	1	N	N	N	Applied air loss from L-1 brake chamber, ok 4-8-10 # 12416

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
 H. LESTER

Badge #:
 12416

Copy Received By:

Page 1 of 1



CA304W001073

X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304W001081
Inspection Date: 04/08/2010
Start Time: 12:35 PM End Time: 12:45 PM
Inspection Level: V - Terminal
HM Inspection Type: None

LAWLERS TRIPLE L TOWING
18400 VAN BUREN BL
RIVERSIDE, CA 92508

USDOT#:
MC/MX#:
State#: 144762

Phone#:
Fax#:

Location: RIVERSIDE
Highway: INDIANA
County: RIVERSIDE, CA

MilePost:
Origin:
Destination:

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticke
1	TR	INTL	2005	CA	7S93715	11	1HTMMAAL45H105950	25,500		12667118	

BRAKE ADJUSTMENTS

Axle # 1 2
Right
Left
Chamber C-24 C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N; *FOR NYLON STRAPS*

REPAIR INFO FOR RACHETS & BOLT CHAINS TO BE0

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: *[Signature]* Title: i Date: _____

Report Prepared By:
H. LESTER

Badge#:
12416

Copy Received By:

Page 1 of 1



CA304W001081

X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

9 9

Report Number: CA304W001061
Inspection Date: 04/07/2010
Start Time: 07:48 AM End Time: 07:57 AM
Inspection Level: V - Terminal
HM Inspection Type: None

LAWLERS TRIPLE L TOWING
18400 VAN BUREN BLVD
RIVERSIDE, CA 92508

USDOT#: Phone#: State#: 144762
MC/MX#: Fax#: State#: 144762

Location: RIVERSIDE
Highway: INDIANA
County: RIVERSIDE, CA

MilePost:
Origin:
Destination:

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:

Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	INTL	2004	CA	7P60918	9	1HTMMAAL04H657394	25,500		12667094	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
J. BENTZ

Badge #:
09374

Copy Received By:

Page 1 of 1



CA304W001061

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304P000990
Inspection Date: 04/07/2010
Start Time: 09:07 AM End Time: 09:14 AM
Inspection Level: V - Terminal
HM Inspection Type: None

19

LAWLER'S TRIPLE L TOWING
18400 VAN BUREN BLVD
RIVERSIDE, CA 92508

USDOT#: Phone#:
MC/MX#: Fax#:
State#: 144762

Location: Rancho Cucamonga Area
Highway: RC OFFICE
County: SAN BERNARDINO, CA

MilePost:
Origin:
Destination:

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	INTL	2007	CA	8H64033	19					CURRENT

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
C. KELLY

Badge #:
13982

Copy Received By:

Page 1 of 1



CA304P000990

X

X

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
 CHP 234B (Rev. 7-09) OPI 062

AREA NUMBER	COMPANY	CA NUMBER	DOT NUMBER	LEGEND
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN
GVWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)			
	<input type="checkbox"/> CONVENTIONAL	<input type="checkbox"/> UNDERLIFT	<input type="checkbox"/> TRUCK HITCH	<input type="checkbox"/> WHEEL LIFT
				<input type="checkbox"/> CAR CARRIER

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		P	F	
		Current Registration			4000 VC
		Headlights			24400 VC
		Beam Indicator			24408 VC
		Tail Lamps			24600 VC
		License Plate Lamp			24601 VC
		Stop Lamps			24603 VC
		Rear Lamps W/Cord			24605 VC
		Backup Lamps (1969+)			24606 VC
		Reflectors, Rear			24607 VC
		Reflectors, Front and Side (1968+)			24608 VC
		Turn Signals			24951 VC
		Clearance Lamps (>80" Wide)			25100 VC
		Amber Warning Lights			25253 VC
		Warning Devices (Reflectors)			25300 VC
		Service Brakes			26311 VC
		Parking Brake			26451 VC
		Windshield			26700 VC
		Windshield Wipers			26706 VC
		Mirrors			26709 VC
		Horn			27000 VC
		Exhaust System			27150 VC
		Fuel Cap			27155 VC
		Tire Tread			27465 VC
		Fenders/Mud Guards			27600 VC
		Broom			27700 VC
		Shovel			27700 VC
		Fire Extinguisher 4B, C Rating			27700 VC
		Safety Chains			29004 VC
		Signs			27907 VC

SERVICE AND OTHER EQUIPMENT

Flashlight	Hydraulic Jack
Wrecking Bar (Large Pry Bar)	Metric and Standard Lug Wrenches
Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.	Rubber Mallet / Hub Cap Tool
Trash Cans W/Absorbent	Lockout Tools (Classes A and B)
Shop Rags/Paper Towels	Motorcycle Straps (Class A)
Shop to Truck Communications (Cell phones / 2-way radio)	Sledge Hammer
Fuel in Approved Containers (Classes A and B)	Tool Kit
Booster Battery or Hot Box	ANSI Class III Safety Attire

TOWING EQUIPMENT

Rating Plates	Wrecker Controls
Controls Labeled	Throttle Control
Wrecker Boom Assembly	Hydraulic Rams, Hoses, Valves
Wheel Lift Assembly	Cable Sheaves
Body and Towing Equipment Mounting Bolts	Recovery Chain
Winch: _____ Type: _____	

WHEEL LIFT

Pivot Pin	Cradle/Straps
Wheel Tie Down Straps	Grid/Fork
"L" Arms	Claw

CONVENTIONAL

Tow Sling Assembly (Check for bent inner tubes)	Sling Pads
---	------------

CAR CARRIER

Carrier Sub Frame	Bed Safety Lock
Bed Pivot Pin	Slide Pads

VEHICLE SAFETY

Steering	Suspension
Frame	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE
-----------------------------------	------	--------------------------

Destroy Previous Editions

Chp234B_0709.pdf

Lawler's Triple L Towing
18400 Van Buren Blvd.
Riverside, CA 92508
951-780-8400

Employee List

Name	Position	Class CDL	DOB	Experience
Steve Baker	Dispatcher	[REDACTED]	[REDACTED]	10 years
Mike Pulcheon	Driver	[REDACTED]	[REDACTED]	30 years
James Neuroth	Driver	[REDACTED]	[REDACTED]	10 years
William Bovee	Driver	[REDACTED]	[REDACTED]	6 years
Glenn Frazier	Driver	[REDACTED]	[REDACTED]	15 years
Richard Johnson	Driver	[REDACTED]	[REDACTED]	4 years
Josph Berry	Driver	[REDACTED]	[REDACTED]	19 years
Charles Matthews	General	[REDACTED]	[REDACTED]	5 years

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

8118 Lincoln Avenue
Riverside, CA 92504
951-637-8000
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



June 15, 2010


Mr. Mike Pulcheon
Lawler's Triple L Towing
18400 Van Buren Blvd.
Riverside, Ca. 92508

Dear Mr. Pulcheon:

The 2010-2011 Tow Service Agreement has been postponed and the 2009-2010 Tow Service Agreement currently in place has been extended. Any tow companies currently on rotation will be required to complete the enclosed extension form and return it to the Riverside Area prior to June 30, 2010. Due to the extension, all 2009-2010 TSA rates will be frozen and drivers currently approved will not need to be re-approved.

If you have newly applied, changed a yard location or have other business plan changes, you will be contacted individually regarding your situation. We thank you for your patience and look forward to working with you. If you should have any questions contact Officer Woodall at (951) 637-8000.

Sincerely,

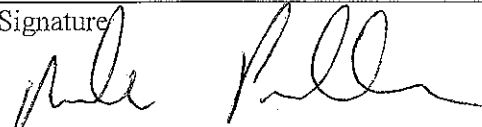

T. M. MCCREARY, Captain
Commander
Riverside Area

Safety, Service, and Security

OPERATOR APPROVAL

I certify that all drivers operating under this Tow Service Agreement (TSA) are qualified and competent. I further certify that I have read and understand this TSA and agree to abide by all the provisions. I further agree to indemnify, defend, and save harmless the state, its officers, agents, and employees from any and all claims and losses accruing or resulting to the operator in connection with the performance of the TSA, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the operator in the performance of this TSA. The operator, and the agents and employees of the operator, in the performance of this TSA, shall act in an independent capacity and not as officers or employees or agents of the State of California. The terms of this TSA (2009-2010 TSA – Extension) will become effective:

_____ and end December 31, 2010
 Date Date

Operator Approval		
Signature 	Typed Name MIKE PULCHEON	
Company LAWLER'S	Title President	Date 6-24-10
Business Address 18400 VAN BUREN BLVD RIVERSIDE CA 92508		Phone Number 951 780-4600 951 780-8400
Motor Carrier Permit Number 144762		

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW OPERATOR/DRIVER INFORMATION

CP 234F (Rev. 12-08) DPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) GLENN D. FRAZIER <small>LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)</small>	SOCIAL SECURITY NUMBER	DATE OF BIRTH
---	------------------------	---------------

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

COMPANY NAME LAWLER'S TRIPLE TOWING	JOB TITLE/CLASSIFICATION MANAGER/DRIVER		
DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE 11/02/2013	LICENSE CLASS C
MEDICAL CERTIFICATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE		

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
Class A: **13** Class B: Class C: Class D:

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
---	--

IF YES, EXPLAIN CIRCUMSTANCES, INCLUDE CRIMES COMMITTED, SECTIONS VIOLATED, DATE OF CONVICTIONS, COUNTRY, STATE, AND COUNTY WHERE CRIMES WERE COMMITTED.
(USE ADDITIONAL PAGES IF NECESSARY)

HS11377 Possession Dpc 1993 Riverside, Reduced to misdemeanor 6-17-2005 Riverside.

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE <i>[Signature]</i>	DATE 4-27-09
TOW DRIVER'S SIGNATURE <i>[Signature]</i>	DATE 4-27-09
RECEIVING OFFICER'S NAME <i>[Signature]</i>	ID NUMBER 16588
	DATE 6-16-09

FOR CHIEF USE ONLY:
 APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.
* PRIVACY NOTICE: The Information Practices Act of 1977 (CC 179B.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Certificate of Completion

Presented to

GLENN FRAZIER

Operating Procedures Light Duty

February 1, 2007

Date

Don Blason

Tow & Service Instructor

Ray Smith

ERS Group Manager

[Signature]

Tow & Service Instruction Manager

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

OPERATOR/DRIVER INFORMATION

234F (Rev. 12-08) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) MICHAEL E. PULCHEON	SOCIAL SECURITY NUMBER [REDACTED]	DATE OF BIRTH [REDACTED]
---	--------------------------------------	-----------------------------

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

COMPANY NAME LAWLER'S TRIPLE L TOWING	JOB TITLE/CLASSIFICATION PRESIDENT/DRIVER		
DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE [REDACTED]	LICENSE CLASS A
MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE 08/03/2009		
ENDORSEMENTS T N			


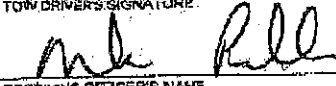
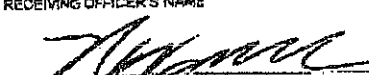
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
Class A: **22** Class B: Class C: Class D:

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV/PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE CRIMES COMMITTED, SECTIONS VIOLATED, DATE OF CONVICTIONS, COUNTRY, STATE, AND COUNTY WHERE CRIMES WERE COMMITTED.
(USE ADDITIONAL PAGES IF NECESSARY)

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR/OWNER'S SIGNATURE 	DATE 4-28-09
TOW DRIVER'S SIGNATURE 	DATE 4-28-09
RECEIVING OFFICER'S NAME 	ID NUMBER 16588
	DATE 6-16-09

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

Chp234F_1208.pdf

Certificate of Completion

Presented to

MIKE PULCHEON

Operating Procedures Light Duty

February 1, 2007

Date

Don Elwood

Tow & Service Instructor

Ray Smith

ERS Group Manager

Robert Phillips

Tow & Service Instruction Manager

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 12-08) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) JAMERSON H. NEUROTH <small>LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)</small>	SOCIAL SECURITY: [REDACTED]	DATE OF BIRTH [REDACTED]
--	--------------------------------	-----------------------------

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

MISSOURI

COMPANY NAME LAWLER'S TRIPLE L TOWING	JOB TITLE/CLASSIFICATION DRIVER		
DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE 09/12/2010	LICENSE CLASS C
	ENDORSEMENTS NONE		

MEDICAL CERTIFICATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE [REDACTED]
--	---

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:

Class A: 9 Class B: _____ Class C: _____ Class D: _____

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE CRIMES COMMITTED, SECTIONS VIOLATED, DATE OF CONVICTIONS, COUNTRY, STATE, AND COUNTY WHERE CRIMES WERE COMMITTED. (USE ADDITIONAL PAGES IF NECESSARY)

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE <i>[Signature]</i>	DATE 4-28-09
TOW DRIVER'S SIGNATURE <i>[Signature]</i>	DATE 4-22-09
RECEIVING OFFICER'S NAME <i>[Signature]</i>	ID NUMBER 16558
	DATE 6-16-09

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

Chp234F_1208.pdf

Certificate of Completion

Presented to

JAMES NEUROTH

Operating Procedures Light Duty

February 1, 2007

Date

Don Stinson
Tow & Service Instructor

Ray Miller
ERS Group Manager

Robert Miller
Tow & Service Instruction Manager

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
CHP 234F (Rev. 12-08) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) WILLIAM A. BOVEE	SOCIAL SECURITY NUMBER [REDACTED]	DATE OF BIRTH [REDACTED]
--	--------------------------------------	-----------------------------

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
NONE

COMPANY NAME LAWLER'S TRIPLE L TOWING	JOB TITLE/CLASSIFICATION DRIVER
---	---

DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE [REDACTED]	LICENSE CLASS C	ENDORSEMENTS NONE
-------------------------------------	--------------------	-------------------------------	---------------------------	-----------------------------

MEDICAL CERTIFICATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE
--	-------------------------------------

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
Class A: 5 Class B: _____ Class C: _____ Class D: _____

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--

IF YES, EXPLAIN CIRCUMSTANCES, INCLUDE CRIMES COMMITTED, SECTIONS VIOLATED, DATE OF CONVICTIONS, COUNTRY, STATE, AND COUNTY WHERE CRIMES WERE COMMITTED. (USE ADDITIONAL PAGES IF NECESSARY)

I certify the above information is true and correct, and no omissions have been made.

The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE <i>[Signature]</i>	DATE 4-28-09
--	------------------------

TOW DRIVER'S SIGNATURE <i>[Signature]</i>	DATE 4-22-09
--	------------------------

RECEIVING OFFICER'S NAME <i>[Signature]</i>	ID NUMBER 16588	DATE 6-16-09
--	---------------------------	------------------------

FOR CHP USE ONLY:
 APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

PRIVACY NOTICE: The information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Certificate of Completion

Presented to

WILLIAM BOVEE

Operating Procedures Light Duty

February 1, 2007

Date

Don Elston

Tow & Service Instructor

Robert Phillips

Tow & Service Instruction Manager

Karyn Smith

ERS Group Manager

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 12-08) DPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) RICHARD WALTER JOHNSON	SOCIAL SECURITY NUMBER [REDACTED]	DATE OF BIRTH [REDACTED]
--	--------------------------------------	-----------------------------

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

NONE

COMPANY NAME LAWLER'S TRIPLE TOWING	JOB TITLE/CLASSIFICATION DRIVER		
DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE 08/25/2011	LICENSE CLASS A
	ENDORSEMENTS T H		

MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE 09/17/2009
--	--

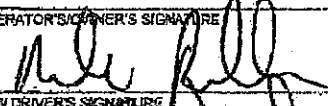


NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
Class A: 3 Class B: _____ Class C: _____ Class D: _____

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE CRIMES COMMITTED, SECTIONS VIOLATED, DATE OF CONVICTIONS, COUNTRY, STATE, AND COUNTY WHERE CRIMES WERE COMMITTED. (USE ADDITIONAL PAGES IF NECESSARY)

I certify the above information is true and correct, and no omissions have been made.

* The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR/DRIVER'S SIGNATURE 	DATE 4-28-09
TOW DRIVER'S SIGNATURE 	DATE 4-28-09
RECEIVING OFFICER'S NAME 	ID NUMBER 16588
	DATE 6-16-09

FOR CHP USE ONLY:
 APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only. However, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depicted

Certificate of Completion

Presented to

RICHARD JOHNSON

Operating Procedures Light Duty

June 19, 2007

Date

Don Edwards

Tow & Service Instructor

[Signature]

Tow & Service Instruction Manager

[Signature]

BKO Group Manager

CHP 236F (REV 8-04) OP1 051

0001

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
CHP 236F (REV 8-04) OP1 051

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)
JOSEPH CHARLES BERRY
LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

COMPANY NAME
CHUCK LAWIERS Triple L Towing
JOB TITLE/CLASSIFICATION
DRIVER

DRIVER LICENSE NUMBER
[REDACTED]
STATE
CA
EXPIRATION DATE
[REDACTED]
LICENSE CLASS
A
ENDORSEMENTS
TPN M-1

MEDICAL CERTIFICATE
 YES NO
MEDICAL CERTIFICATE EXPIRATION DATE
11-13-09
11-13-08

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
Class A: **18** Class B: Class C: Class D:

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV FULL NOTICE PROGRAM?
 YES NO
OPERATOR/DRIVER EVER BEEN CONVICTED OF A CRIME?
 YES NO

IF YES, EXPLAIN CIRCUMSTANCES INCLUDE CRIMES COMMITTED, SECTIONS VIOLATED, DATE OF CONVICTIONS, COUNTRY, STATE, AND COUNTY WHERE CRIMES WERE COMMITTED.
(USE ADDITIONAL PAGES IF NECESSARY)

I certify that the above information is true and correct, and that no omissions have been made.

The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE
[Signature]
DATE
8-19-09

TOW DRIVER'S SIGNATURE
[Signature]
DATE
Aug 19-09

RECEIVING OFFICER'S NAME
[Signature]
ID NUMBER
16588
DATE
9-8-09

FOR CHP USE ONLY.
 APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

Certificate of Completion

Presented to

CHUCK BERRY

Operating Procedures Light Duty

April 19, 2008

Date



Tow & Service Instructor



ERS Group Manager



Tow & Service Instruction Manager



PULL NOTICE CONTRACT

Requester # P0626

THIS AGREEMENT is made and entered into this 27th day of JUNE 19, 97 between the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF MOTOR VEHICLES, herein called SELLER, and TRIPLE L TOWING, herein called BUYER.

BUYER desires to purchase information from SELLER'S record under the terms and conditions and at the rates set forth in the "Employer Pull Notice Program, Information For Enrollment," attached hereto and hereby incorporated and made a part of this contract. SELLER will furnish information in accordance with the terms specified below:

- 1. SELLER will furnish said information as soon as possible after receipt of request, and will furnish a subsequent report each time a record is updated under the following conditions while the BUYER'S notification request remains valid and uncanceled: abstracts of conviction, failure to appear notices, failure to pay notices, accidents, suspensions, revocations or any other actions taken against the driving privilege or certificate.
2. BUYER will not use any information or portions of information acquired under the provisions of this contract for any purpose other than administering company policies in regard to the driving record requirements of employees. BUYER will not sell, assign or otherwise transfer any of the information or portions of information acquired under the provisions of this contract. For breach of this condition, or if the buyer fails to pay money owed the seller within 45 days of billing, the SELLER may elect to cancel this contract immediately upon notice to the BUYER.
3. All sensitive data, documentation, or other information, which is designated confidential by SELLER and is inadvertently made available to BUYER will be protected by BUYER from unauthorized use and disclosure.
4. BUYER agrees to defend, indemnify and hold harmless SELLER and its officers, agents and employees from any and all claims, actions, damages and losses which may be brought or alleged against SELLER, its officers, agents or employees by reason of the negligent, intentional, improper or unauthorized use or dissemination by BUYER, or its officers, agents or employees of accurate information furnished to BUYER by SELLER under this Agreement.
5. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
6. This Agreement is not assignable by BUYER either in whole or in part.
7. BUYER and its agents or employees shall act in an independent capacity and not as officers, employees or agents of SELLER.
8. This Agreement is subject to any restrictions, limitations or conditions enacted by the Legislature which may affect the provisions or terms of this Agreement in any manner.
9. Except for the election of SELLER to cease furnishing information or to cancel this contract upon notice as above provided, this contract shall continue until canceled by either party upon at least thirty (30) days written notice to the other.

TRIPLE L TOWING
COMPANY NAME (PLEASE PRINT)
18400 VAN BUREN BLVD
MAILING ADDRESS
RIVERSIDE CA 92508
CITY STATE ZIP

Veronica Raspin
SIGNATURE OF AUTHORIZED DMV REPRESENTATIVE
Mike Pulchert
SIGNATURE OF AUTHORIZED REPRESENTATIVE
MIKE PULCHERT MANAGER
PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

DR35P372
MVERP2-1

DEPARTMENT OF MOT
EMPLOYER PULL NOT
EMPLOYERS LIST OF

REQUESTER CODE: P0626 NAME: TRIPLE L TOWING
NUMBER OF EMPLOYEES: 9 ADDRESS: 18400 VAN BUREN
RIVERSIDE, CA 92508

EMPLOYEE NAME	DRIVERS LICENSE	ADD DATE	COND CODE	C O I
ALAN KEVIN	[REDACTED]	2009/10/15	35	
BAKER STEVEN JAMES	[REDACTED]	2001/10/16	35	
BERRY JOSEPH CHARLES JR	[REDACTED]	2009/09/00	35	
BOVEE WILLIAM ARTHUR	[REDACTED]	2005/12/16	35	
DUDAS FRANK JR	[REDACTED]	2001/10/16	35	
FRAZIER GLENN DAVID	[REDACTED]	1997/07/11	35	
JOHNSON RICHARD WALTER	[REDACTED]	2008/07/11	35	
NEUROTH JAMERSON HUGH EMERY	[REDACTED]	2006/08/09	35	
PULCHEON MICHAEL EDWARD	[REDACTED]	1997/07/11	35	

OR VEHICLES
ICE SYSTEM
EMPLOYEES

DATE: 04/28/10
PAGE: 1
TIME: 16:13:50

CONTACT: GLENN D. FRAZIER
PHONE: (760) 780-8400

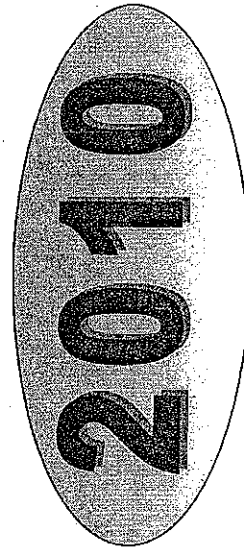
EMENTS	NOTICE DATE (1)	NOTICE DATE (2)	NOTICE DATE (3)	NOTICE DATE (4)
	2010/02/12	2009/02/28	2008/03/15	2007/03/31
	2009/10/16	2008/11/01	2007/11/07	2006/12/02
	2009/07/21	2008/08/16	2007/09/05	2007/01/20
	2010/04/02	2009/04/18	2008/05/03	2007/05/19
	2009/06/27			
	2010/01/12	2009/12/14	2009/07/20	2009/06/06
	2010/04/24	2009/05/09	2008/05/24	2007/06/09

USA-FACT, INC.


Certificate of Compliance

DOT – FHWA 49 CFR Section 382
Motor Carrier Random Drug and Alcohol Testing
Lawler Woodcrest Service, Inc.

USA-Fact, Inc., hereby certifies that the above-named Motor Carrier has enrolled in a random drug and alcohol testing program as mandated by the Code of Federal Regulations listed above for the calendar year 2010.



USA-FACT, INC.
6200 Box Springs Blvd., Riverside, CA 92507
Telephone: 800.547.0263



Celeste Soliz, Client Care Manager

January 4, 2010
Date

**Drug Free Workplace Policy
Summary & Acknowledgment**

Applicant/Employee's Name: _____ SS# _____
(print)

Policy Overview:

In order for the Company to monitor and implement this Policy, the Company will perform and request that employees undergo drug testing from time to time. An employee will be required to undergo a drug/alcohol test under the following circumstances: 1) condition of initial employment; 2) following a work-related accident; 3) being observed using a prohibited substance on the job; 4) when exhibiting a severe and prolonged reduction in productivity; 5) Randomly; or 6) the Company has other reasonable suspicion as grounds for testing such employee. Further, an employee may be required by the Company, if there is reasonable suspicion, to submit to a search of any Company vehicle used for business and to submit to a search of a desk, file, locker, clothing or other equipment or material provided by the company. An employee who fails or refuses to submit to alcohol and drug testing or a search as provided above, will be subjected to disciplinary action up to and including termination of employment.

Acknowledgement:

I hereby agree and consent to provide a urine sample in accordance with the pre-employment requirements established by the Company in order to determine the presence of drugs and/or alcohol in my body. I acknowledge that I have been provided a copy of the Drug Free Workplace Policy. I understand that a violation of this Policy may subject me to disciplinary action up to and including separation from employment or will make me ineligible for employment at the Company.

I understand that I may be required to submit to a blood, urine, breath or other diagnostic test after the occurrence of any work related accident while on or off company property during the course of work.

I authorize the healthcare provider and their respective employees and agents administering the prohibited substance screen to release the results to the Company or any person or firm acting on behalf of the Company.

Furthermore, I release the Company, its healthcare provider and their respective employees and agents from any and all claims that I may now, or in the future, have arising from or relating to the drug free workplace policy and/or any action taken by the Company based on a failed test result.

I acknowledge or affirm that I have received a copy of the Drug Free Workplace Policy and have been told to read it. If I cannot read and understand it, I will have it read to me. I have been instructed to direct any questions about the policy to my manager/supervisor.

Applicant/Employee's Signature: _____ Date: _____

Triple L Towing
Drug and Alcohol Policy

Policy Statement:

Drugs and alcohol in the workplace impair safety and health, promote crime, lower productivity and quality, undermine public confidence in the work we do and create unacceptable risks to efficient operation. Lawler's Triple L Towing, hereinafter referred to as "The Company", has a vital concern in providing employees a safe and healthful work environment that is free from drugs and alcohol and their effects. It is, therefore, the right, duty and obligation of "The Company" to maintain a safe, healthy and efficient work environment for its employees, to protect the general public, and to protect company property, equipment and operations.

"The Company" intends to comply with all state and federal laws relating to the use of drugs and alcohol and expects employees to adhere to these laws and comply with "The Company's" policy regarding the uses of drugs and/or alcohol. The following rules and standards of conduct apply to all employees, including employee shareholders, either on company property, at or around job sites, and/or during the work day (including meals and rest periods).

Definitions:

For purposes of this policy, the terms below are defined as follows:

Company Premises:

Any area

A. which is owned and/or operated by "The Company"

B. which is the property of an associate or the client of "The Company"

The term includes interiors and exteriors of buildings, parking lots, vehicles, (whether "The Company's" or personal), and other properties owned and/or operated by "The Company".

ACKNOWLEDGMENT OF RECEIPT

~~ABC~~ COMPANY DRUG & ALCOHOL POLICY

I have received my copy of "The Company's" drug and/or alcohol policy. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in this policy. I further understand that should I violate this policy, I will be subject to disciplinary action, up to and including, termination of employment.

PRINT Employee's Name

Date _____

Employee's Signature

DATE RECEIVED BY DMV

MOTOR CARRIER (CA)#
0144762

CERTIFICATE OF INSURANCE
Motor Carriers of Property

INSURER (INSURANCE COMPANY) NAME AND ADDRESS State National Insurance Company, Inc. 1900 L. Don Dodson Drive Bedford, TX 76021		NAIC # 12831	Status: <input checked="" type="checkbox"/> Licensed to write insurance in the State of California (Admitted Insurer) <input type="checkbox"/> Nonadmitted Insurer subject to Section 1763 of the California Insurance Code. <input type="checkbox"/> Charitable Risk Pool <input type="checkbox"/> Risk Retention Group
		SURPLUS LINE BROKER #	
		OTHER #	
INSURED (MOTOR CARRIER) NAME AND ADDRESS Lawler's Woodcrest Service, Inc DBA: Triple L Towing 18400 Van Buren Blvd Riverside, CA 92508		Filed with the: California Department of Motor Vehicles Motor Carrier Services Branch P. O. Box 932370 MS 8875 Sacramento, CA 94232-3708 (916) 657-8153	
TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	LIMITS
PRIMARY LIABILITY <input type="checkbox"/> Coverage below statutory minimum limits. <input checked="" type="checkbox"/> Coverage equal to or exceeding statutory minimum limits.	TIP-003441	08/01/2010	COMBINED SINGLE LIMIT \$ 1,000,000.00
			BODILY INJURY OR DEATH (ONE PERSON) \$
			BODILY INJURY OR DEATH (MORE THAN ONE PERSON) \$
			PROPERTY DAMAGE \$
EXCESS LIABILITY <input type="checkbox"/> Coverage between primary coverage and statutory minimum limits. <input type="checkbox"/> Coverage provided at or above statutory minimum limits.			COMBINED SINGLE LIMIT \$ _____ in excess of \$ _____
			BODILY INJURY (ONE PERSON) \$ _____ in excess of \$ _____
			BODILY INJURY OR DEATH (MORE THAN ONE PERSON) \$ _____ in excess of \$ _____
			PROPERTY DAMAGE \$ _____ in excess of \$ _____
WORKERS' COMPENSATION			<input type="checkbox"/> WC Statutory Limits

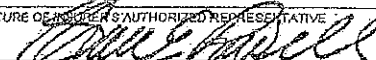
INSURER CERTIFIES TO EACH OF THE FOLLOWING:

- The motor carrier of property (Insured) identified herein is covered by an insurance policy providing bodily injury or death liability, property damage liability insurance, or workers' compensation insurance within the coverage limits identified above as required by California Vehicle Code (CVC) Sections 34630, 34631.5, and 34640, and by Part 387 of Title 49 of the Code of Federal Regulations.
- This insurance policy covers all vehicles used in conducting the service performed by the insured for which a motor carrier permit is required whether or not said vehicle is listed in the insurance policy.
- A fully executed Endorsement, on a form authorized by the Department of Motor Vehicles (DMV), is attached to the referenced policy to conform to the requirements of the Motor Carriers of Property Permit Act, CVC Section 34600 and following, and the rules and regulations of the DMV. (This provision does not apply to Workers' Compensation Insurance.)
- For the purposes of Charitable Risk Pool coverage, this policy meets the requirements of the CVC Section 34631 (d).
- For the purposes of Risk Retention Group coverage, this policy meets the requirements of the Risk Retention Act of 1991, California Insurance Code Section 125 and following, and is authorized to do business in California.

INSURER AGREES TO EACH OF THE FOLLOWING:

- This Certificate of Insurance shall not be canceled on less than thirty (30) days notice from the insurer to the DMV and written on a Notice of Cancellation form authorized by the DMV, and that the thirty (30) day period commences to run from the date the Notice of Cancellation form was actually received at the office of the California Department of Motor Vehicles, Motor Carrier Services Branch, in Sacramento, California.
- A duplicate original of the referenced policy, a DMV authorized endorsement, and all other related endorsements and documentation, shall be furnished to DMV upon request.

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

PRINTED NAME OF INSURER'S AUTHORIZED REPRESENTATIVE Shane E. Powell	TELEPHONE NUMBER (480) 991-3600	EMAIL ADDRESS
SIGNATURE OF INSURER'S AUTHORIZED REPRESENTATIVE X 	EXECUTED AT (CITY, STATE) Scottsdale, Arizona	DATE 7/30/2010

R. Lerma



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 08-10-2010

GROUP: 000303
 POLICY NUMBER: 0001711-2010
 CERTIFICATE ID: 6
 CERTIFICATE EXPIRES: 08-10-2011
 08-10-2010/08-10-2011

CALIFORNIA DEPARTMENT OF MOTOR VEHICLES SJ
 MOTOR CARRIER PERMIT BRANCH
 PO BOX 932370
 SACRAMENTO CA 94232-3700

CA#: 144762
 INCEPTION DATE: 08-10-2010
 DO: SJ

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
 Authorized Representative

Douglas V Stewart
 Interim President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - PULCHEON, MICHAEL, PRESIDENT - EXCLUDED.

ENDORSEMENT #1600 - PULCHEON, LISA, SECRETARY TREASURER - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 08-10-2010 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

LAWLER WOODCREST SERVICE, INC
 18400 VAN BUREN BLVD
 RIVERSIDE CA 92508

SJ

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/02/2010

PRODUCER
Centerpointe Insurance Service
California License #0735759
07 - B Camarillo Springs Road
Camarillo, CA 93012-9464

10

INSURED
LAWLER'S WOODCREST SERVICE, INC
DBA: TRIPLE L TOWING
18400 VAN BUREN BLVD.
RIVERSIDE, CA 92508

TRIP00

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	STATE NATIONAL INSURANCE CO.	12831
INSURER B:		
INSURER C:		
INSURER D:		
INSURER E:		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TIP-003441	08/01/2010	08/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TIP-003441	08/01/2010	08/01/2011	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER ON HOOK/CARGO	TIP-003441	08/01/2010	08/01/2011	PER VEH. SCHED. 100000 \$1000 DEDUCTBL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

GARAGEKEEPERS LEGAL LIABILITY - LOC#1 - 18360- 18400 VAN VUREN BLVD. (FRONT & REAR) , RIVERSIDE, CA; LOC#2 - 144 MALBERT RD., UNIT C, PERRIS, CA - \$100,000 LIMIT; UNINSURED MOTORIST BODILY INJURY - \$60,000 LIMIT

CERTIFICATE HOLDER

CANCELLATION

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
8118 LINCOLN AVE.
RIVERSIDE, CA 92504

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Mason E. Mean

MLJ

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

8118 Lincoln Avenue
Riverside, CA 92504
951-637-8000
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



June 29, 2009

Lawler's Triple L Towing
18400 Van Buren Blvd.
Riverside, CA 92508

Dear Mr. Pulcheon:

Your application for the 2009-2010 Tow Service Agreement has been approved. Your approval specifications are as follows:

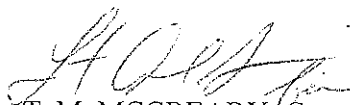
a. Approved Tow Districts: (Class A) 25, 40, 41, 42, 45

b. Approved rates and response times:

	<u>Class A</u>
Hourly rate (CHP 180)	\$185.00
Hourly rate (CHP 180)-After hours	\$195.00
Service call (No CHP 180)	\$ 92.50
Gate fee	\$ 92.50
Inside storage	\$ 50.00
Outside storage	\$ 45.00
Contract labor	\$ 40.00
Maximum daytime response (6:00 A.M. to 6:00 P.M.)	20 minutes
Maximum nighttime response (6:01 P.M. to 5:59 A.M.)	25 minutes

The term of this agreement shall commence on July 1, 2009 and end on June 30, 2010, or until such time as the agreement is cancelled by either party in accordance with Element 25 of the Tow Service Agreement. Questions regarding this approval letter should be directed to Officer N. Woodall at (951) 637-8000.

Sincerely,


T. M. MCCREARY, Captain
Commander
Riverside Area

Safety, Service, and Security

Lawler's Woodcrest Service, Inc.
18400 Van Buren Blvd.
Riverside, CA 92508

Proposal RFP# JLL-10/11-01 Revisions

October 19, 2010

General Requirements

2. Lawler's Woodcrest Service has no financial interest in any other tow company and/or applicant within the City of Moreno Valley.

Mike Pulcheon 

2. Facilities, Equipment and Personnel

a. I. Lawler's Triple L Towing 24385 Nandina Ave. Moreno Valley, CA 92552
Mike Pulcheon 951-830-0076

Location of building security lights - We are prepared to make any alterations or to add additional security lights per the instructions of the Code Enforcement Officer.

Location of parking lot lights - We are prepared to make any alterations or to add any parking lot lights per the instructions of the Code Enforcement Officer.

b. Deed of trust or lease - A copy of a commitment letter was included in our proposal.

d. List of all Equipment - Vehicle #4 and vehicle #8 are the same vehicle. We lost plate 8C17627 and replaced it with license plate 8N58698. We have provided copies of both registrations.

Vehicle replacement policy - All of our tow trucks are well maintained late model Class A vehicles six years old or newer. When our vehicles are used to the point that they are being repaired more than they are being used profitably they are traded in for new trucks. This usually occurs at about 300,000miles.

e. Personnel - We only have six drivers but have seven trucks. We have an additional truck to cover operations in case there is one down for maintenance.

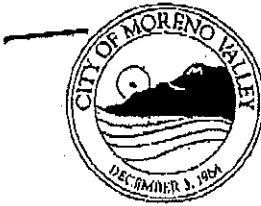
d. Certificate of Insurances - We will list the City of Moreno Valley as additional insured if we are awarded the contract.

Property Damage - Is included with the combined single limit of \$1,000,000.00 A copy was provided with our proposal.

j. Provide collection procedure(s) and policy(ies) - We accept as payment cash, ATM card or credit card. If after 30 days the owner of any vehicle does not recover their vehicle then the title of the vehicle is gained by lien sale and the vehicle is then sold at an auction at our establishment. The balance between the sale cost of the vehicle and the tow fees is then sent to a collection agency. The name of our collection agency is: The Rickenbacker Group 15005 Concord Circle Morgan Hill, CA 95037 888-264-1375 www.rickenbackergroup.com

4. a. Fees - Our proposed rates are the same as our CHP rates which are:

Hourly Rate	\$185.00/hr
Hourly Rate	\$195.00/hr (After hours)
Service Call	\$92.50/hr
Gate Fee	\$92.50/hr
Inside Storage	\$50.00/day
Outside Storage	\$45.00/day
Contract Labor	\$40.00/hr



Community Development Department
 Planning Division
 14177 Frederick Street
 P. O. Box 88005
 Moreno Valley CA 92552-0805
 Telephone: 951.413-3206
 FAX: 951.413-3210

October 7, 2010

Lawler Woodcrest Service Inc
 Lawler's Tripple L Towing
 Mike Pulcheon
 18400 Van Buren Blvd
 Riverside CA 92504

Re: P10-073, 24385 Nandina Avenue

Dear Mr. Pulcheon:

Attached are the Final Conditions of Approval for P10-073, an Administrative Plot Plan for a vehicle towing and storage facility located at 24385 Nandina Avenue.

The Community Development Department of the City of Moreno Valley approved this project on October 7, 2010, subject to the attached Final Conditions of Approval. This approval is final unless an appeal is filed with the Planning Commission within 15 calendar days of the approval date. If an appeal is not filed, this conditionally approved project will expire October 7, 2013, unless extended as provided by City Ordinance.

If you have any questions, contact the Planning Division at (951) 413-3206.

Sincerely,


 Julia Descoteaux
 Associate Planner


 John C. Terell, AICP
 Planning Official

C: Bunker Family LLC PO Box 9670 Moreno Valley CA 92552

Fax Server

10/19/2010 4:53 PAGE 2/2

Fax Server

ACORD CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 10/19/2010
PRODUCER Centerpointe Insurance Service CA LIC #0735759; PH: 800-451-8766 807 - B Camarillo Springs Road Camarillo, CA 93012-9464	10	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED LAWLER'S WOODCREST SERVICE, INC DBA: TRIPLE L TOWING 18400 VAN BUREN BLVD. RIVERSIDE, CA 92508	TRIP00	INSURERS AFFORDING COVERAGE
		INSURER A: STATE NATIONAL INSURANCE CO. NAICH 12931
		INSURER B:
		INSURER C:
		INSURER D:
		INSURER E:

INSURANCE CLASSIFICATION	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	TIP-003441	08/01/2010	08/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per Occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROD ACC \$ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TIP-003442	08/03/2010	08/01/2011	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY ACC \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	GARAGE LIABILITY ANY AUTO				
	EXCESS/UMBRELLA LIABILITY OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> INDUSTRY REPLENISH \$				
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETARY/INDEPENDENT CONTRACTOR/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATE/TERMINATED <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER ON HOOK/CARGO	TIP-003441	08/01/2010	08/01/2011	PER VEH. SCHED. 100000 \$1000 DEDUCTBL

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

GARAGEKEEPERS LEGAL LTAB-LOC#1-18360- 18400 VAN BUREN BLVD, (FRONT & REAR) , RIVERSIDE, CA;
LOC#2-144 MALBERT RD., UNIT C, PERRIS, CA - \$100,000 LIMIT; UNINSURED MOTORIST BODILY INJURY - \$60,000 LIMIT;
CITY OF MORENO VALLEY, CITY REDEVELOPMENT AGENCY CITY OF THE CITY OF MORENO COMMUNITY SERVICES

CERTIFICATE HOLDER CITY OF MORENO VALLEY/MORENO VALLEY COMMUNITY SERVICES DISTRICT REDEVELOPMENT AGENCY 14177 FREDERICK STREET MORENO VALLEY, CA 92553	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>M. E. Moran</i> RTP
--	---

ACORD 25 (2001/08)

ACORD CORPORATION 1988



010

REGISTRATION CARD VALID FROM: 01/31/2006 TO: 01/31/2007

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	*YR	TYPE VEH	TYPE LIC	LICENSE NUMBER
INTL	2006	0000	TC	2006	32W	31	8C17627
BODY TYPE MODEL	MP	MO	AX	WC	UNLADEN/G/CGW		VEHICLE ID NUMBER
AC	D	MX	2	C	26000		1HTMMAALX6H307127
TYPE VEHICLE USE		DATE ISSUED	CC/ALCD	DT FEE RECVD	PIC		STICKER ISSUED
COMMERCIAL		10/31/06	33	10/31/06	9		G6285436
							PR EXP DATE: 01/31/2007
REGISTERED OWNER							AMOUNT PAID
LAWLERS WOODCREST SERVICE							\$ 17.00
18400 VAN BUREN BLVD							

AMOUNT DUE	AMOUNT RECVD
\$ 17.00	CASH :
	CHCK :
	CRDT :

RIVERSIDE CA 92508

LIENHOLDER

SAME TK DIFFERENT LIC PLATE

H00 656 07 0001700 0046 CM H00 103106 31 8C17627 127



New 15

REGISTRATION CARD VALID FROM: 01/31/2010 TO: 01/31/2011

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	*YR	TYPE VEH	TYPE LIC	LICENSE NUMBER
INTL	2006	0000	TC	2006	32W	31	8N58698
BODY TYPE MODEL	MP	MO	AX	WC	UNLADEN/G/CGW		VEHICLE ID NUMBER
AC	D	RM	2	C	26000		1HTMMAALX6H307127
TYPE VEHICLE USE		DATE ISSUED	CC/ALCD	DT FEE RECVD	PIC		STICKER ISSUED
COMMERCIAL		01/12/10	33	01/12/10	9		Z0952122
							PR EXP DATE: 01/31/2010
REGISTERED OWNER							AMOUNT PAID
LAWLERS WOODCREST SERVICE							\$ 916.00
18400 VAN BUREN BLVD							

AMOUNT DUE	AMOUNT RECVD
\$ 916.00	CASH :
	CHCK :
	CRDT : 916.00

RIVERSIDE CA 92508

LIENHOLDER

H01 656 07 0091600 0022 CS H01 011210 31 8N58698 127

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MORENO VALLEY TOW

Evaluation Form

Proposal with Addendum

EXHIBIT F

-739-

Item No. G.3

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST
 revised 11/1/2010

TOW COMPANY: Moreno Valley Tow & Radiator

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
City of MV Business License	X		Lic #04532 1/27/10 - 12/31/10
No financial interest in other tow company and/or applicant within City of MV	X		
Storage yard must be located in City limits	X		17007 Kitching Street
1. Organizational Information			
a. Company Name	X		Moreno Valley Tow and Radiator
DBA	X		Moreno Valley Tow
Documentation for authorized individual to submit RFP	X		business owner
b. Organizational Structure	X		Sole Ownership
Date of organization	X		April 1988
c. Federal Tax ID #	X		33-0520643
d. Name	X		Glenn Tucker
Address	X		17007 Kitching Street, Moreno Valley
Phone	X		(951) 485-6486
Fax	X		(951) 485-6488
e-mail	X		movaltow@aol.com
e. State of CA permits/licenses	X		Motor Carrier Permit No. 0143700 (exp: 02/28/2011)
Statement that company accepts all conditions/rqmts in RFP	X		business owner
2. Facilities, Equipment and Personnel			
a. Address: Administrative offices	X		17007 Kitching Street, Moreno Valley
Address: Vehicle storage facility (if separate from office)	X		17007 Kitching Street, Moreno Valley
Site Plan: Administrative Offices	X		17007 Kitching Street, Moreno Valley
Site Plan: Vehicle storage facility (if separate from office)	X		17007 Kitching Street, Moreno Valley

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST
 revised 11/1/2010

TOW COMPANY: **Moreno Valley Tow & Radiator**

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
<i>Site Plan</i>			
Name, address, phone number of applicant/tow operator	X		
Property lines/lot dimensions	X		
Dimensions of access points to site, off-street parking, loading, parking for customers/employees	X		
Location of building structures - include distance between buildings/property lines	X		
Location of driveways	X		
Location of landscape planters	X		
Location of building security lights	X		
Location of parking lot lights	X		
Location of perimeter fencing	X		
Evidence that lot will accommodate min. number of cars per stds.	X		250 (outside) 20 (inside)
b. Deed of Trust	X		Doyle and Connie Tucker
or Lease			N/A
c. List of any secondary facilities with all included from 2 a. above.			N/A

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST
revised 11/1/2010

TOW COMPANY: Moreno Valley Tow & Radiator

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
d. List of all Equipment Vehicles	x		
Class	x		Vehicle #1 CLASS A Vehicle #2 CLASS A Vehicle #3 CLASS A Vehicle #4 CLASS B Vehicle #5 CLASS B
Make	x		FREIGHTLNR FREIGHTLNR FREIGHTLNR FREIGHTLNR PETE BUILT
Model	x		2 car 22' Flatbed 16 ton wheel lift/under lift wrecker
Year	x		2011 2007 2009
Equipment for each Vehicle PLATE NO.			standard eqmt. for vehicles. 2-car 21' Flatbed 2007 2009 2-car 26' flatbed 2009
CHP Forms	x		8Z30091 8D30476 8R15048 8T57295 8I58139
Vehicle Replacement Policy	x		CHP407F CHP407F CHP407F CHP407F
Class			Vehicle Replacement Policy: At approximately 200,000 miles or as needed.
Make			Vehicle #6 CLASS D Vehicle #7 CLASS D Vehicle #8 CLASS D
Model			FREIGHTLNR FREIGHTLNR LANDOLL 50'
Year			35 ton underlift wrecker tractor w/winch 2005
Equipment for each Vehicle PLATE NO.	x		standard eqmt. for vehicles. 2005 25 ton trailer w/winch 2005
CHP Forms	x		8M53601 9D15665 4GE7114
Vehicle Replacement Policy	x		CHP407F
e. Personnel			Same as above.
Drivers	x		Five Drivers; Seven Vehicles; One trailer
Supervisory	x		Owner
Office	x		One dispatcher
Recruitment, Training and Customer Service Practices	x		In-house

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST
 revised 11/1/2010

TOW COMPANY: Moreno Valley Tow & Radiator

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
3. Financial/Organizational			
a. History of tow business	X		Since 1988
Experience of company's key mgmt. personnel	X		Owned/operated by Glenn Tucker since 1988.
Program for substance abuser/drug free workplace	X		Outside consultants: Employment Research Services.
How tow company will provide monthly reports for stored/impounded vehicles, release of vehicles or other	X		Computer System: Tow Dawg.
d. Certificate of Insurances	X	X	<i>Preliminary review of the certificates of insurance provided demonstrates the general compliance with the conditions of the RTS Program. Upon award of contract, each tow operator will be required to meet the City's insurance requirements. Each certificate will be reviewed and approved by City's Risk Manager.</i>
e. Identify years of experience	X		18 years
List any contracts has or had in last 5 years similar to City reqmts. Name/Contact for each reference.	X		CHP
Complaints received from cities within last 2 years. Including equipment violations.	X		None
Indicate if company has been suspended or terminated by another governmental agency; state reasons	X		None
Describe safety policies and safety training provided to employees.	X		Monthly safety meetings
* If towing has been cited, suspended, terminated - supply date/description of violation/incident.	X		None
Provide collection procedure(s) and policy(ies)	X		Uses outside collection service to collect on lien cars left in tow yard.
Explain how business would move large number of vehicles in short time period.	X		Five drivers with trucks - should not be a problem.

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised 11/1/2010

TOW COMPANY:

Moreno Valley Tow & Radiator

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
4. Rates for Service			
a. Fees			
Hourly Rate (CHP 180)	X		
Inside Storage	X		
Outside Storage	X		
Contract Labor (unskilled)	X		
Response time - during business hours Mon-Fri 8am-5pm		X	20-25 min
Response time - after business hours		X	25-30 min
Special Equipment:			
Go Jacks (Class A)			
Fork Lift			
Pallet Jack for Load Shifts			
Storage or any other fee charged to vehicle owner and/or his agent.			
Submit a mark-up rate (% of cost to tow operator) for retail equipment and specialized labor not listed on application.	X		Rental Equipment at 20% Markup
5. Applicant shall submit:			
a. Five (5) copies of Proposal	X		
One (1) unbound 8.5 x 11 black and white copy (reproducible)	X		
c. One (1) electronic copy (Adobe/PDF)	X		
RTS APPLICATION FEE \$2,828	X		
Cert of Occupancy B0101605			
<p>NOTES: Requested information on security system specs. Provided statement: Video System is ETZ Digital Video Recording Surveillance System with a DVR and 6 cameras with 45 day play loop. Copy of specs on file. Planning has noted the existing business sign has not been approved. Prior to the beginning of service on the RTS Program, the tow operator must submit a sign plan application for review and approval by the Planning Division. Response time exceeds MVMC Chapter 12.14. Tow operator will be conditions to comply with 20 minute response time. Fire states no record of annual inspections.</p>			

**MORENO VALLEY TOW
17007 KITCHING ST
MORENO VALLEY CA. 92551
(951)485-6486
(951)485-6488 FAX**

RFP#JLL-10/11-01 SUBMITTAL

#1

**(A) DOYLE "GLENN" TUCKER DBA MORENO VALLEY TOW,
MORENO VALLEY TOW AND RADIATOR, MORENO TOW
SEE ATTACHED:**

**(B) I AM INDIVIDUAL DOING BUSINESS AS MORENO VALLEY TOW
FILED IN RIVERSIDE COUNTY IN 4/88**

(C) FEDERAL TAX ID #33-0520643

**(D) GLENN TUCKER
17007 KITCHING ST
MORENO VALLEY, CA. 92551
(951)485-6486 OFFICE (951)538-2828 CEL
(951)485-6488 FAX
EMAIL MOVALTOW@AOL.COM**

(E) OUR CA#0143700 MOTOR CARRIER PERMIT ATTACHED

**(F) I ACCEPT ALL CONDITIONS AND REQUIREMENTS
CONTAINED IN THIS RFP, CHAPTER 12.4 OF THE MORENO
VALLEY MUNICIPAL CODE AND SAMPLE AGREEMENT OR A
DESCRIPTION OF ANY EXCEPTIONS THERETO**

#2

**(A) ADMINISTRATIVE OFFICE AND STORAGE FACILITIES ARE
LOCATED AT 17007 KITCHING ST MORENO VALLEY
PLANS ATTACHED:**

**(V111) WE ARE ON A LOT THAT IS 225'x285' 2.46 AC 64,125 SQ. FT
150 CARS SHOULD = 24,300 SQ. FT. WE HAVE HAD OVER 300 CARS ON
OUR LOT**

**(B) I AM THE LEGAL OWNER OF THIS PROPERTY. SEE TRUST DEED
ATTACHED:**

(C) NONE

(D) SEE ATTACHED: OUR COMPANY VEHICLE REPLACEMENT POLICY IS

REPLACE VEHICLES AT APROX. 200,000 MILES OR AS NEEDED

(E) PERSONNEL SEE ATTACHED CHP FORM. I HIRE EXP. DRIVERS ALL DRIVERS ARE TRAINED AT CALIFORNIA TOW TRUCK ASS. TRAINING CLASSES. CUSTOMER SERVICE IS A HIGH PRIORY, WE UNDERSTAND THAT MOST PEOPLE ARE NOT HAPPY TO BE AT A TOW YARD.

#3

(A) MORENO VALLEY TOW WAS STARTED IN MORENO VALLEY IN APRIL 1988 BY ME AND MY WIFE. ARE CUSTOMER INCLUDE MOSS TOYOTA ,DODGE,HONDA,CHEVY MV. COLLISION CENTER, MY TRANE,GMS ONLY,KURTS ONE STOP, BUDS TIRE, CITY OF MORENO VALLEY, PEPSI CORP. ,AAMCO, AND MANY OTHERS. MY COMPANY WAS BUILT HERE AND PLAN TO STAY HERE. I HAVE BEEN TOWING FOR 25 YRS IN LIGHT , MEDIUM AND HEAVY DUTY, I STILL TOW TODAY

(B) WE ARE A DRUG FREE COMPANY , PRE EMPLOYMENT TESTING, RANDOM, POST INJURY,POST ACCIDENT IS DONE THRU EMPLOYMENT RESEARCH SERVICES. SEE CERT ATTACHED:

(C) WE HAVE A COMPUTER SYSTEM WITH TOW DAWG COMPUTER PROGRAM TO TRACK TOWED VEHICLES, RELEASE VEHICLES AND GENERATE MONTHLY REPORTS

(D) CERT OF INS ATTACHED:

(E) I HAVE BEEN AN OFFICIAL POLICE/CITY TOW YARD FOR 18 YRS, WE HAVE BEEN DOING EVIDENCE HOLDS FOR THE LAST 10 YRS I HAVE BEEN DOING AND HELPING DO VEHICLE INSPECTIONS ON FATAL CRASHES

(F) WE DO CHP ALSO OFFICER WOODALL (951)637-8000
CA STATE PARKS
RCC POLICE

(G) WE HAVE NOT HAD ANY COMPLAINTS

(H) WE HAVE NEVER BEEN SUSPENDED OR TERMINATED

(I) WE HOLD MONTHLY SAFETY MEETINGS, WE HAVE NEVER BEEN CITED.

(J) WE USE A OUT SIDE COLLECTION SERVICE TO COLLECT ON LIEN CARS LEFT IN OUR YARD.

(K) I HAVE 5 DRIVERS AND 7 TRUCKS IN MORENO VALLEY 365 DAYS 24/7, WE DO NOT FLOAT TRUCKS CITY TO CITY. MY 4 FLATBEDS CAN HAUL 2 CARS EA(8),2 WRECKERS (2), 1 LANDOLL (4)

USE BLACK INK ONLY - MUST BE TYPED OR PRINTED
County of Riverside

P.O. Box 751, Riverside, CA 92502-0751 - (909) 486-7000
82-875 HWY. 111, Rm. 113, Indio, CA 92201 - (760) 863-8732
Assessor-County Clerk-Recorder

OFFICE OF THE COUNTY CLERK

FICTITIOUS BUSINESS NAME STATEMENT

1. Reminder Notice (\$5.00 fee to have Clerk's Office send notice to renew Filing)

(P)

CLERK'S USE ONLY
\$ 49 Fee # 1737156 Receipt
\$ 0 Renewal Notice Fee

FILED
RIVERSIDE COUNTY CLERK'S OFFICE
LARRY W. WARD
R-2006-09682
07/07/2006 Fee: 49.00
Page 1 of 2
L SIBLEY

SEE REVERSE SIDE FOR FEES AND INSTRUCTIONS

THE FOLLOWING PERSON(S) IS (ARE) DOING BUSINESS AS:

2a. Fictitious Business Name (If more than one business name at same address - Attach Supplemental Sheet)

Moreno Valley Tow and Radiator

2b. Business Address, City, state and ZIP Code of Principal place of Business in Riverside County (No P.O. or Mail Boxes)

17007 Hitching St Moreno Valley CA 92551
Mailing Address if Different

3. Full Name of Registrant - First, Middle and Last

Doyk Glenn Tacker

Residence Address

8982 Pigeon Pass Rd

City

State

Zip

Moreno Valley CA 92557

(If corporation or limited liability company, state of incorporation or organization)

Full Name of Registrant - First, Middle and Last

Residence Address

City

State

Zip

(If corporation or limited liability company, state of incorporation or organization)

Full Name of Registrant - First, Middle and Last

Residence Address

City

State

Zip

(If corporation or limited liability company, state of incorporation or organization)

Full Name of Registrant - First, Middle and Last

Residence Address

City

State

Zip

(If corporation or limited liability company, state of incorporation or organization)

4. This business is conducted by: (If More Than 4 Registrants - Attach Additional Sheet Showing Owner Information)

Individual

Individual - Husband & Wife

Business Trust

Corporation

a General Partnership

a Limited Partnership

Co-partners

Joint Venture

Limited Liability Company/Partnership

an Unincorporated Association - other than a partnership

Other (Specify)

5. Registrant has not yet begun to transact business under the fictitious name(s) listed above.
 Registrant commenced to transact business under the fictitious business name(s) listed above on 4/98

I declare that all the information in this statement is true and correct. (A registrant who declares as true, information which he or she knows to be false is guilty of a crime.)

6. Signature

Doyk Glenn Tacker

Typed or Printed Name

Doyk Glenn Tacker

If Limited Liability Company/Corporation, Title

Business Phone (optional)

(951) 485-6486

THIS STATEMENT WAS FILED WITH THE COUNTY CLERK OF RIVERSIDE COUNTY ON DATE INDICATED BY FILE STAMP ABOVE

NOTICE

THIS FICTITIOUS BUSINESS NAME STATEMENT EXPIRES FIVE YEARS FROM THE DATE IT WAS FILED IN THE OFFICE OF THE COUNTY CLERK. A NEW FICTITIOUS BUSINESS NAME STATEMENT MUST BE FILED BEFORE THAT TIME. THE FILING OF THIS STATEMENT DOES NOT ITSELF AUTHORIZE THE USE IN THIS STATE OF A FICTITIOUS BUSINESS NAME IN VIOLATION OF THE RIGHTS OF ANOTHER UNDER FEDERAL, STATE OR COMMON LAW (SEE SECTION 14411, ET SEQ., BUSINESS AND PROFESSIONS CODE).

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.

LARRY W. WARD

RIVERSIDE COUNTY CLERK

By _____ Deputy

LARRY W. WARD
Assessor, County Clerk-Recorder
County of Riverside

FILED
RIVERSIDE COUNTY CLERK'S OFFICE
LARRY W. WARD

R-2006-09682

07/07/2006 Fee: 49.00

Page 2 of 2

L. SIBLEY

PLEASE TYPE OR PRINT LEGIBLY IN BLACK INK

ADDITIONAL BUSINESS NAME(S)

(1) *Morano Valley Tow* *obls*

(2) *Morano Tow*

(3)

(4)

(5)

ADDITIONAL REGISTRANT NAME(S)

Full Name of Registrant - First, Middle and Last

Residence Address

City State Zip

(If corporation or limited liability company, state of incorporation or organization and either AIN or LCC#)

Full Name of Registrant - First, Middle and Last

Residence Address

City State Zip

(If corporation or limited liability company, state of incorporation or organization and either AIN or LCC#)

Full Name of Registrant - First, Middle and Last

Residence Address

City State Zip

(If corporation or limited liability company, state of incorporation or organization and either AIN or LCC#)

Full Name of Registrant - First, Middle and Last

Residence Address

City State Zip

(If corporation or limited liability company, state of incorporation or organization and either AIN or LCC#)

Full Name of Registrant - First, Middle and Last

Residence Address

City State Zip

(If corporation or limited liability company, state of incorporation or organization and either AIN or LCC#)

Full Name of Registrant - First, Middle and Last

Residence Address

City State Zip

(If corporation or limited liability company, state of incorporation or organization and either AIN or LCC#)

I HEREBY CERTIFY THAT THIS COPY IS A CORRECT COPY OF THE ORIGINAL STATEMENT ON FILE IN MY OFFICE.

Larry W. Ward
Assessor, County Clerk-Recorder

By _____, Deputy FILE # _____

CITY OF MORENO VALLEY

BUSINESS LICENSE TAX RECEIPT

The person, firm or corporation named below has paid the appropriate fees to the City and is hereby granted this business license tax receipt for the business described below. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of any law or ordinance. The City does not pass on the qualifications of the holder of this business license tax receipt.

Business Name: Moreno Valley Tow & Radiator
Business Location: 17007 Kitching St, Moreno Valley, CA 92551
Business Owner: Doyle Glenn Tucker

BUSINESS TYPE: 997
Description: Rotational Tow

MORENO VALLEY TOW & RADIATOR
17007 KITCHING ST
MORENO VALLEY, CA 92551

BUSINESS LICENSE #: 04532
Effective Date: January 01, 2010
Expiration Date: December 31, 2010



Steve Elam
Financial & Administrative Services Director

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE



MOTOR CARRIER PERMIT

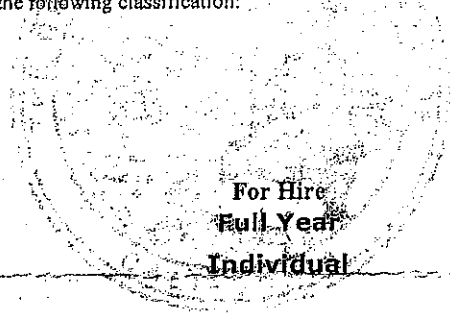
DEPARTMENT OF MOTOR VEHICLES
Motor Carrier Services Branch
P.O. BOX 932370 Sacramento, CA. 94232-3700

Valid From:	03/17/2010	Valid Through:	02/28/2011
-------------	------------	----------------	------------

CA#:	0143700
------	---------

DOYLE GLENN TUCKER
17007 KITCHING ST
MORENO VALLEY, CA 92551

The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification:



Print Date: 03/17/2010	Office #: 154
Account #: 16587	Techn ID: EB
Sequence #: 0159	Amt Paid: \$475.00

!!!IMPORTANT REMINDERS!!!



RECORDING REQUESTED BY

Orange Coast Title Company

AND WHEN RECORDED MAIL TO

NAME U.S. Small Business Administration
ADDRESS 200 West Santa Ana Blvd., Ste. 700
CITY & STATE Santa Ana, CA 92701

CDC -L-GP-321-342-40-00-CA

(SPACE ABOVE THIS LINE)

Moreno Valley Tow and Radiator

R 215357-6

Corporation Assignment of Deed of Trust

18

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.	
	1		7		1					
									R	
A	R	L				COPY	LONG	REFUND	NCHG	EXAM



FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to United States Small Business Administration all beneficial interest under that certain Deed of Trust dated October 30, 2002 executed by Doyle G. Tucker and Connie R. Tucker, husband and wife as joint tenants, Trustor, to Orange Coast Title Company, Trustee, and recorded on even date herewith of Official Records in the County Recorder's office of Riverside County, California, describing land therein as:

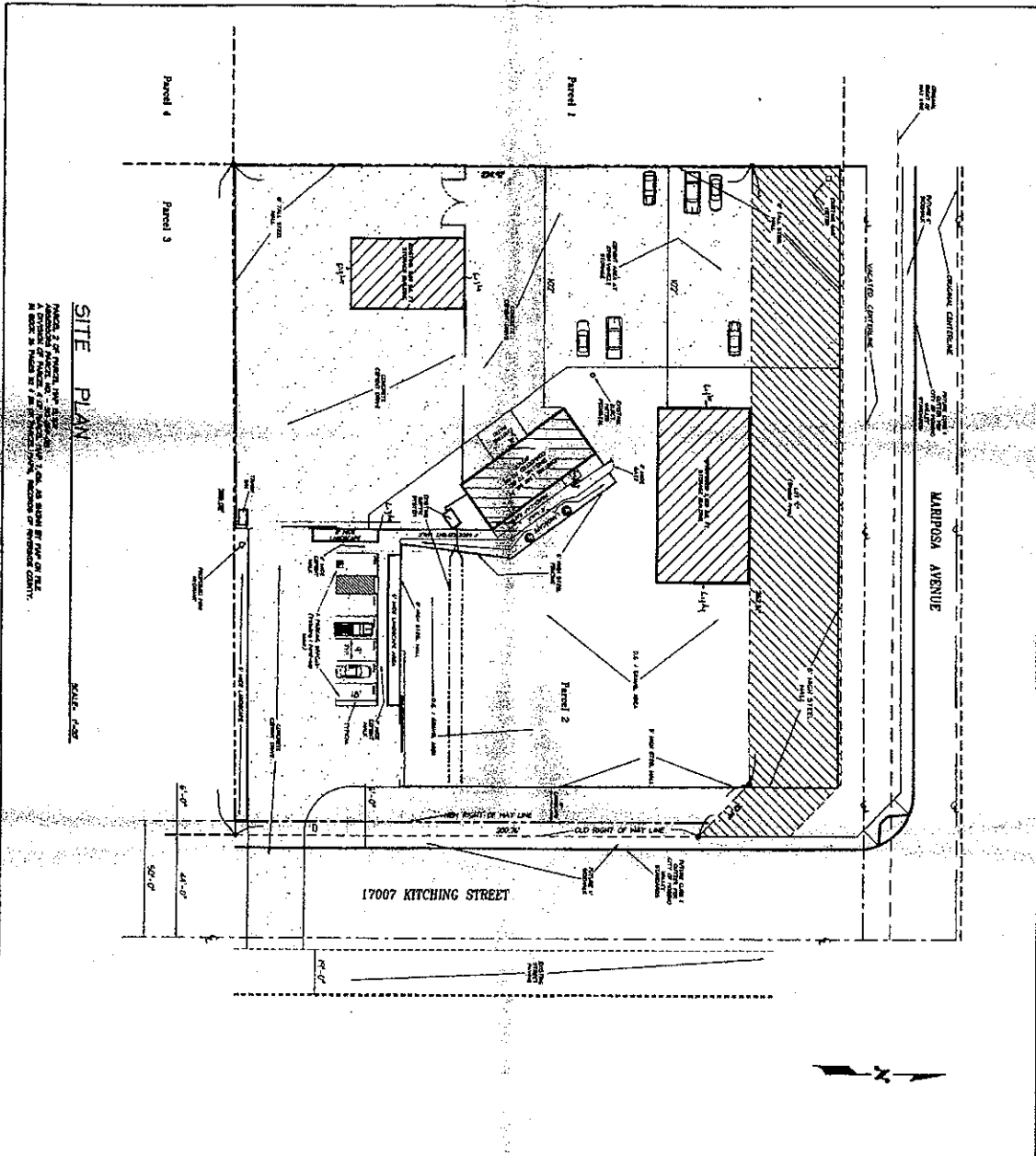
17007 Kitching Street, Moreno Valley, CA 92551, more formally described in Exhibit "A" attached hereto.

TOGETHER with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

Date: October 30, 2002

CDC Small Business Finance Corp

Michael A. Owen, Executive Vice President

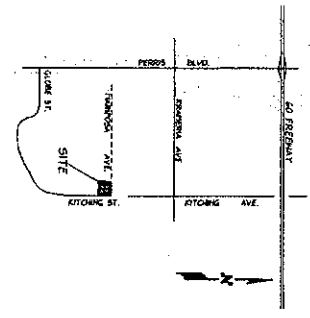


SITE PLAN

PARCELS 2 & 3 OF PARCELS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

SCALE: 1/8" = 1'-0"

VICINITY MAP



NO SCALE

GENERAL INFORMATION
 Project # 15-017

APPLICANT: Greg La Cava / Moreno Valley Tow & Radiator
 2700 West Imperial Avenue, Suite 100
 Moreno Valley, CA 92553
 (951) 241-1111

LANDOWNER: Greg La Cava / Moreno Valley Tow & Radiator
 2700 West Imperial Avenue, Suite 100
 Moreno Valley, CA 92553
 (951) 241-1111

SITE ADDRESS: 15077 Kitching St., Moreno Valley, CA 92553

APPROXIMATE OCCUPANCY CLASSIFICATION: Office & Storage Use

TYPE CONSTRUCTION: IM

APPROVED USE: Impound Lot

AREA CALCULATION: Gross Area: 1,500 sq. ft. (including existing / total building)
 Building Area: 1,500 sq. ft. (including existing building area)
 Net Area: 1,500 sq. ft. (including existing building area)

PLAT INFORMATION: Plat # 15-017 (including 2 lots)
 Plat # 15-017 (including 2 lots)
 Plat # 15-017 (including 2 lots)

UTILITY INFORMATION: San Diego Edison Company
 San Diego Edison Company
 San Diego Edison Company

**IMPOUND LOT FOR MORENO VALLEY
TOW & RADIATOR**



Greg La Cava & Associates
 2700 West Imperial Avenue, Suite 100
 Moreno Valley, CA 92553
 (951) 241-1111

REVISIONS	DATE	BY	APP. BY
1	11/15/17	GLC	GLC
2	11/15/17	GLC	GLC
3	11/15/17	GLC	GLC
4	11/15/17	GLC	GLC
5	11/15/17	GLC	GLC
6	11/15/17	GLC	GLC
7	11/15/17	GLC	GLC
8	11/15/17	GLC	GLC
9	11/15/17	GLC	GLC
10	11/15/17	GLC	GLC

**MORENO VALLEY TOW
17007 KITCHING ST
MORENO VALLEY CA. 92551
(951)485-6486
(951)485-6488 FAX**

CLASS A TRUCKS

**2011 FREIGHTLINER M2 25,500 GVW 12,000LBS. 2 CAR 22' FLATBED
2007 FREIGHTLINER M2 25,500 GVW 10,000 LBS, 2 CAR 22' FLATBED
2007 FREIGHTLINER M2 EXTRA CAB 25,500 GVW 10,000 LBS 2 CAR
21" FLATBED**

CLASS B TRUCKS

**2009 FREIGHTLINER M2 EXTRA CAB 30,520 GVW 16 TON WHEEL
LIFT/UNDER LIFT WRECKER
2009 PETE BUILT 335 45,000 GVW 3 AXLE, 20,000LBS 2 CAR 26'
FLATBED**

CLASS D TRUCKS

**2008 FREIGHTLINER COLUMBIA 58320 GVW 35 TON UNDER LIFT
WRECKER
2001 FREIGHTLINER COLUMBIA 54,000 GVW TRACTOR WITH
2005 LANDOLL 50' 435 25 TON TRAILER W/WINCH**

#2

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304P001409
Inspection Date: 08/11/2010
Start Time: 06:56 AM End Time: 07:19 AM
Inspection Level: I - Full
HM Inspection Type: None

DOYLE G TUCKER
17007 KITCHING ST
MORENO VALLEY, CA 92551
USDOT#:
MC/MX#:
State#: 143700
Location: Riverside Area
Highway: OFFICE
County: RIVERSIDE, CA

Phone#:
Fax#:

MilePost:
Origin:
Destination:

Driver: IRWIN, WILLIAM A
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Company #, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, TR, FRHT, 2011, CA, 8Z30091, 2, 26,000, 13584672

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: C. KELLY

Badge #: 13982

Copy Received By: WILLIAM IRWIN

Page 1 of 1



CA304P001409

X

X

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
 860 Stillwater Road
 West Sacramento, CA 95605-1649
 Phone: (909) 806-2400

Report Number: CA304W001060
Inspection Date: 04/07/2010
Start Time: 07:30 AM **End Time:** 07:39 AM
Inspection Level: V - Terminal
HM Inspection Type: None

DOYLE G TUCKER, MORENO VALLEY TOW
 17007 KITCHING ST
 MORENO VALLEY, CA 92551
USDOT#: Phone#:
MC/MX#: Fax#:
State#: 143700
Location: RIVERSIDE
Highway: INDIANA
County: RIVERSIDE, CA

MilePost:
Origin:
Destination:

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	FRHT	2007	CA	8D30476		1FVACWCS27HY03338	25,500		12667093	

BRAKE ADJUSTMENTS

Axle # 1 2
 Right
 Left
 Chamber L-20* C-30

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported. **Placard:** No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
 H. LESTER

Badge #:
 12416

Copy Received By:

Page 1 of 1



CA304W001060

X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304W001066
Inspection Date: 04/07/2010
Start Time: 09:20 AM End Time: 09:24 AM
Inspection Level: V - Terminal
HM Inspection Type: None

DOYLE G TUCKER, MORENO VALLEY TOWING
17007 KITCHING ST
MORENO VALLEY, CA 92551
USDOT#:
MC/MX#:
State#: 143700
Location: RIVERSIDE
Highway: INDIANA
County: RIVERSIDE, CA

Driver:
License#:
Date of Birth:
CoDriver:
License#:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

MilePost:
Origin:
Destination:

VEHICLE IDENTIFICATION

Table with columns: Unit, Type, Make, Year, State, Plate #, Company #, VIN, GVWR, CVSA #, CVSA Issued #, OOS Sticker. Row 1: 1, TR, FRHT, 2007, CA, 8R15048, 1FVACWCS57HY05570, 25,500, 12667099

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By: J. BENTZ

Badge #: 09374

Copy Received By:



CA304W001066

X

X

#1

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304P000987
Inspection Date: 04/07/2010
Start Time: 08:06 AM End Time: 08:12 AM
Inspection Level: V - Terminal
HM Inspection Type: None

DOYLE G TUCKER
17007 KITCHING ST
MORENO VALLEY, CA 92551
USDOT#: Phone#: State: 143700
MC/MX#: Fax#: State: 143700
Location: Rancho Cucamonga Area
Highway: RC OFFICE
County: SAN BERNARDINO, CA

MilePost:
Origin:
Destination:

Driver: License#: State:
Date of Birth:
CoDriver: License#: State:
Date of Birth:
Shipper: Bill of Lading: Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	FRHT	2009	CA	8T57295	1				12668279	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 56; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
W. FLOWERS

Badge #:
10922

Copy Received By:

Page 1 of 1



CA304P000987

X _____

X _____

44

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304P000985
Inspection Date: 04/07/2010
Start Time: 07:37 AM End Time: 07:45 AM
Inspection Level: V - Terminal
HM Inspection Type: None

DOYLE G TUCKER
17007 KITCHING ST
MORENO VALLEY, CA 92551
USDOT#: Phone#: MC/MX#: Fax#: State#: 143700
Location: Rancho Cucamonga Area
Highway: RC OFFICE
County: SAN BERNARDINO, CA

MilePost: Origin: Destination:

Driver: License#: Date of Birth: CoDriver: License#: Date of Birth: Shipper: Bill of Lading: Cargo: State: State:

VEHICLE IDENTIFICATION											
Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	PTRB	2008	CA	8T58139	4				12668277	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 56; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
W. FLOWERS

Badge #:
10922

Copy Received By:

Page 1 of 1



CA304P000985

X _____

X _____

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304W001067
Inspection Date: 04/07/2010
Start Time: 09:26 AM End Time: 09:28 AM
Inspection Level: V - Terminal
HM Inspection Type: None

DOYLE G TUCKER, MORENO VALLEY TOWING
17007 KITCHING ST
MORENO VALLEY, CA 92551
USDOT#: Phone#:
MC/MX#: Fax#:
State#: 143700
Location: RIVERSIDE
Highway: INDIANA
County: RIVERSIDE, CA

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

MilePost:
Origin:
Destination:

VEHICLE IDENTIFICATION

<u>Unit</u>	<u>Type</u>	<u>Make</u>	<u>Year</u>	<u>State</u>	<u>Plate #</u>	<u>Company #</u>	<u>VIN</u>	<u>GVWR</u>	<u>CVSA #</u>	<u>CVSA Issued #</u>	<u>OOS Sticker</u>
1	TR	FRHT	2008	CA	8M53601	11	1FVHA6CV78LZ04551	58,320		12667100	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 56; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
 W. FLOWERS

Badge #:
 10922

Copy Received By:

Page 1 of 1



CA304W001067

X _____

X _____

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) DOYLE GLENN TUCKER	DATE OF BIRTH [REDACTED]
--	-----------------------------

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

NONE

COMPANY NAME MORENO VALLEY TOW	JOB TITLE/CLASSIFICATION OWNER-DRIVER
--	---

DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE 12-21-2011	LICENSE CLASS A	ENDORSEMENTS TX
-------------------------------------	--------------------	--------------------------------------	---------------------------	---------------------------

MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE 10-16-2011	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
--	--	--

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:

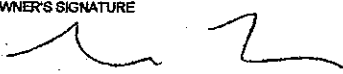
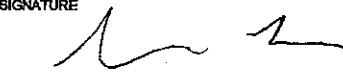
Class A: 25 Class B: 25 Class C: 7 Class D: 7

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE 	DATE 09-22-2010	
TOW DRIVER'S SIGNATURE 	DATE 09-22-2010	
RECEIVING OFFICER'S NAME	ID NUMBER	DATE

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

* PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

Chp234F_0709.pdf

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) KRISTINA FRANCES BLAYLOCK	DATE OF BIRTH [REDACTED]
LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)	

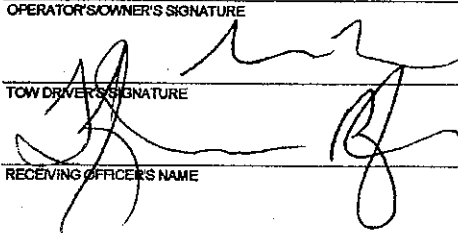
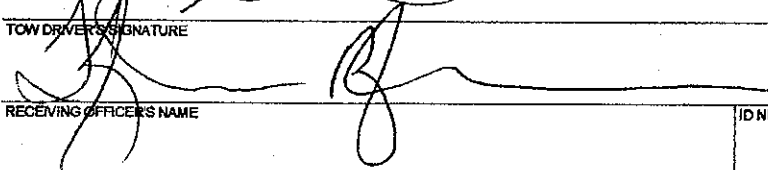
STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
NONE

COMPANY NAME MORENO VALLEY TOW	JOB TITLE/CLASSIFICATION DISPATCHER		
DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE 12-28-2013	LICENSE CLASS C
MEDICAL CERTIFICATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES: Class A: <u>0</u> Class B: <u>0</u> Class C: _____ Class D: <u>0</u>			

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.	

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE 	DATE 09-22-2010
TOW DRIVER'S SIGNATURE 	DATE 09-22-2010
RECEIVING OFFICER'S NAME	ID NUMBER
	DATE

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

* PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

Chp234F_0709.pdf

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) DONALD ROBERT STOREY	DATE OF BIRTH [REDACTED]
LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)	

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
NONE

COMPANY NAME MORENO VALLEY TOW	JOB TITLE/CLASSIFICATION DRIVER
--	---

DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE 12-29-2012	LICENSE CLASS B	ENDORSEMENTS AB
-------------------------------------	--------------------	--------------------------------------	---------------------------	---------------------------

MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE 08-13-2010	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
--	--	--


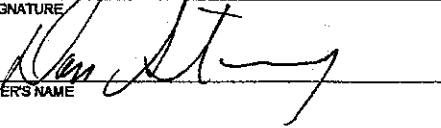
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
Class A: **31** Class B: **2** Class C: **0** Class D: **0**

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE 	DATE 09-22-2010	
TOW DRIVER'S SIGNATURE 	DATE 09-22-2010	
RECEIVING OFFICER'S NAME	ID NUMBER	DATE

FOR CHP USE ONLY:
 APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

* PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

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TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)

WILLIAM ALLEN IRWIN

DATE OF BIRTH

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

NONE

COMPANY NAME

MORENO VALLEY TOW

JOB TITLE/CLASSIFICATION

DRIVER

DRIVER LICENSE NUMBER

STATE

EXPIRATION DATE

LICENSE CLASS

ENDORSEMENTS

CA

11-03-2015

A

M1-T-P-N

MEDICAL CERTIFICATE

YES NO

MEDICAL CERTIFICATE EXPIRATION DATE

03-21-2011

OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM?

YES NO

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:

Class A: 15

Class B: 3

Class C: 4

Class D: 0

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?

YES NO

OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?

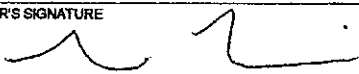
YES NO

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

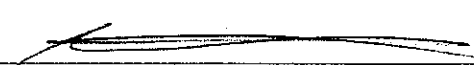
OPERATOR/OWNER'S SIGNATURE



DATE

09-22-2010

TOW DRIVER'S SIGNATURE



DATE

09-22-2010

RECEIVING OFFICER'S NAME

ID NUMBER

DATE

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

* PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

Chp234F_0709.pdf

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) STEVEN IVAN BELL	DATE OF BIRTH [REDACTED]
--	-----------------------------

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

NONE

COMPANY NAME MORENO VALLEY TOW	JOB TITLE/CLASSIFICATION DRIVER
--	---

DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE 08-13-2013	LICENSE CLASS A	ENDORSEMENTS T-N
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MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE 02-19-2012	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
--	--	--

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:


Class A: 16 Class B: 16 Class C: 2 Class D: 2

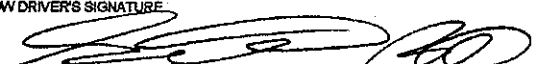
OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE 	DATE 09-22-2010
---	---------------------------

TOW DRIVER'S SIGNATURE 	DATE 09-22-2010
---	---------------------------

RECEIVING OFFICER'S NAME	ID NUMBER	DATE
--------------------------	-----------	------

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

* PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

Chp234F_0709.pdf

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)

RICHARD ANTHONY KELLY

DATE OF BIRTH

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

NONE

COMPANY NAME

MORENO VALLEY TOW

JOB TITLE/CLASSIFICATION

DRIVER

DRIVER LICENSE NUMBER

STATE

CA

EXPIRATION DATE

06-10-2015

LICENSE CLASS

C

ENDORSEMENTS

MEDICAL CERTIFICATE

YES NO

MEDICAL CERTIFICATE EXPIRATION DATE

OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM?

YES NO

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:

Class A: 9

Class B: 0

Class C: 0

Class D: 0

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?

YES NO

OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?

YES NO

IF YES, EXPLAIN CIRCUMSTANCES INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

2001-DOMESTIC VIOLENCE-EXPUNGED IN 12-2008

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR/OWNER'S SIGNATURE

DATE

09-22-2010

TOW DRIVER'S SIGNATURE

DATE

09-22-2010

RECEIVING OFFICER'S NAME

ID NUMBER

DATE

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

* PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

Chp234F_0709.pdf

Certificate of Random Drug Program Enrollment

is hereby granted to:

Moreno Valley Tow

Enrolled for period of January 1, 2010 to December 31, 2010 with



Employment Research Services

Dean C. Wilson, President

CERTIFICATE OF INSURANCE

8/4/2010

PRODUCER:
 UNIFAX INSURANCE SYSTEMS, INC.
 23251 MULHOLLAND DRIVE
 WOODLAND HILLS, CA 91364-2732
 CA LICENSE #0434778

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED:
 DOYLE GLENN TUCKER
 dba: MORENO VALLEY TOW AND RADIATOR
 17007 KITCHING STREET
 MORENO VALLEY, CA 92553

A Crusader Insurance Company

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	EFFECTIVE DATE	EXPIRATION DATE	LIMITS		
	GENERAL LIABILITY				GENERAL AGG		\$2,000,000
A	GARAGE LIABILITY	TOW-010927	08/05/10	08/05/11	PRODUCTS/C-OPS AGG		\$2,000,000
					PERS INJ		\$1,000,000
					EACH OCCURRENCE		\$1,000,000
A	AUTOMOBILE LIABILITY ALL SCHEDULED AUTOS HIRED AUTO - INCL'D NONOWNED AUTO - INCL'D	TOW-010927	08/05/10	08/05/11	BODILY INJURY / PERS.		
					BODILY INJURY / ACC.		
					PROPERTY DAMAGE		
					COMBINED SINGLE LIMIT		\$1,000,000
A	AUTO PHYSICAL DAMAGE	TOW-010927	08/05/10	08/05/11	COVERAGE	DED	VALUATION
					COMPREHENSIVE	\$1,000	THE LESSER OF THE STATED AMOUNT INDICATED ON THE SCHEDULE OR THE ACTUAL CASH VALUE.
					COLLISION	\$1,000	
A	PROPERTY	TOW-010927	08/05/10	08/05/11	PER POLICY	\$1,000	PER POLICY
A	SCHEDULED EQUIPMENT	TOW-010927	08/05/10	08/05/11	COVERAGE	DED	LIMIT
						\$1,000	PER SCHEDULE
					CATASTROPHE	\$1,000	\$20,000
A	CARGO LIABILITY PER VEHICLE	TOW-010927	08/05/10	08/05/11		\$1,000	\$275,000
					CATASTROPHE	\$1,000	\$550,000
A	GARAGEKEEPERS LEGAL THE LIMIT SHOWN IS AN AGGREGATE OF ALL LOCATIONS. SEE POLICY FOR PER LOCATION LIMIT.	TOW-010927	08/05/10	08/05/11	COVERAGE	DED	LIMIT
					COMPREHENSIVE	\$1,000	\$275,000
					COLLISION	\$1,000	\$275,000
A	GARAGEKEEPERS ON-HOOK PER VEHICLE	TOW-010927	08/05/10	08/05/11	COVERAGE	DED	LIMIT
					COMPREHENSIVE	\$1,000	\$275,000
					COLLISION	\$1,000	\$275,000

The Certificate holder shown below is added as an Additional Insured as their interest may appear.

POLICE DEPARTMENT, CITY OF MORENO VALLEY IS NAMED AS ADDITIONAL INSURED PER ATTACHED FORM, CTCF 1006 (08/01).

CERTIFICATE HOLDER:

 POLICE DEPARTMENT
 CITY OF MORENO VALLEY
 P.O. BOX 1440
 MORENO VALLEY, CA 92553

CANCELLATION:

 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE:


ROTATION TOW LISTING APPLICATION

CHP 234A (Rev. 7-04) / OPI 061

TYPE OR PRINT CLEARLY

CHP AREA		
CHP AREA OF APPLICATION RIVERSIDE		CHP AREA NUMBER
BUSINESS		
BUSINESS NAME MORENO VALLEY TOW		CHP AREA NAME RIVERSIDE
BUSINESS MAILING ADDRESS 17007 KITCHING ST. MORENO VALLEY, CA. 92551		DAY PHONE NUMBER (INCLUDE AREA CODE) (951) 485-6486
BUSINESS ADDRESS IF DIFFERENT THAN ABOVE N/A		NIGHT PHONE NUMBER (INCLUDE AREA CODE) (951) 485-6486
NUMBER OF YEARS IN TOWING BUSINESS 22	AUTOMOBILE CLUB AFFILIATE(S) GEICO-CCMC-NAC-SIG-ALLSTATE	DO YOU HAVE 24 HOUR SERVICE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		

VEHICLE STORAGE		
PRIMARY STORAGE YARD ADDRESS 17007 KITCHING ST. MORENO VALLEY, CA 92551		<input checked="" type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED
SECONDARY STORAGE YARD ADDRESS N/A		<input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED
SECONDARY STORAGE YARD ADDRESS N/A		<input type="checkbox"/> OWNED <input type="checkbox"/> LEASED <input type="checkbox"/> RENTED
IS STORAGE YARD FENCED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OUTSIDE STORAGE CAPACITY 250	INSIDE STORAGE CAPACITY 20

FINANCIAL INTEREST	
LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST) DOYLE "GLENN" TUCKER	
DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
IF THE ANSWER TO ANY OF THE ABOVE IS YES, PROVIDE NAME OF TOW COMPANY AND/OR CHP AREA AND EXPLAIN IN COMMENTS SECTION ON BACK.	

RATES				
	Class A	Class B	Class C	Class D
HOURLY RATE	\$180.00	\$215.00	\$250.00	\$300.00
INSIDE STORAGE	\$50.00	\$52.00	\$55.00	\$55.00
OUTSIDE STORAGE	\$45.00	\$47.00	\$50.00	\$50.00
CONTRACT LABOR (NONSKILLED)	\$50.00	\$50.00	\$50.00	\$50.00
SPECIAL EQUIPMENT (LIST)	N/A			
	N/A			
	N/A			
	N/A			
	N/A			
	N/A			
	N/A			
RENTAL/SKILLED LABOR MARKUP (%)	N/A	20.00 %	20.00 %	20.00 %

Destroy Previous Editions

c234a704.pdf

**MORENO VALLEY TOW
17007 KITCHING ST
MORENO VALLEY CA. 92551
(951)485-6486
(951)485-6488 FAX**

LORI SCHIEFELBEIN CITY OF MORENO VALLEY

LINE #6. I HAVE NO FINANCIAL INTEREST IN ANY OTHER TOW COMPANY ANYWHERE.

**LINE #49 VECHILE#2 LIC# 8D30476 NO VIOLATIONS VEC#3
LIC#8R15048 NO VIOLATIONS**

LINE #59 VEC#7/8 CHP FORM ATTACHED

LINE #63 5 DRIVERS DOYLE "GLENN" TUCKER, DON STOREY, WILLIAM IRWIN, RICHARD KELLY, STEVEN BELL, OFFICE ,KRISTINA BLAYLOCK. SEE ATTACHED 7 VECHILES AND 1 TRAILER

LINE#96 BUSINESS HOURS 8-5 MONDAY-FRIDAY RESPONSE TIME 20-25 MINUTES CLASS A&B, CLASS C&D 45-50 MINUTES

LINE #97 AFTER BUSINESS HOURS RESPONSE TIME 25-30 MINUTES FOR CLASS A&B, CLASS C&D 50-60 MINUTES



MY VIDEO SYSTEM IS ETZ DIGITAL VIDEO RECORDING SURVEILLANCE SYSTEM WITH A DVR AND 6 CAMERAS WITH 45 DAY PLAY LOOP

**PLEASE ADD
GO-JACKS TO CLASS A PRICE LIST AT \$45.00
FORK LIFT AT \$90.00 HR.
PALLET JACK FOR LOAD SHIFTS AT \$65.00 HR
RENTAL EQUIPMENT AT 20% MARK UP**

**GLENN TUCKER
MORENO VALLEY TOW**

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
 California Highway Patrol
 860 Stillwater Road
 West Sacramento, CA 95605-1649
 Phone: (951) 849-5646

Report Number: CA39US007668
 Inspection Date: 10/11/2010
 Start: 1:14:34 PM PT End: 1:36:40 PM PT
 Inspection Level: I - Full
 HM Inspection Type: None

MORENO VALLEY TOW
 17007 KITCHING ST
 MORENO VALLEY, CA 92551

Driver: BELL, STEVEN I
 License#: [REDACTED] State: CA

USDOT#: Phone#: [REDACTED]
 MC/MX#: Fax#: [REDACTED]
 State#: 143700

Date of Birth: [REDACTED]
 CoDriver:
 License#: State:
 Date of Birth:

Location: Desert Hills IF
 Highway: I-10
 County: RIVERSIDE, CA

MilePost: Shipper:
 Origin: Bill of Lading:
 Destination: Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA issued #	OOS Sticker
1	TT	FRHT	2001	CA	9D15665	(WHT)	1FUJA6BG11PJ31292	80,000		13976517	
2	ST	LANL	2005	CA	4GE7114	435(WHT D/D)	1LH435VH651A14587			13976518	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1232(c)	CCR	S	1	N	N	N	Excessive oil and grease on chassis- X-2 DIFFERENTIAL LEAKING, DRIPPING
10751	VC	S	2	N	N	N	Manufacturer serial or ID numbers missing- PUBLIC VIN DATA PLATE ILLEGIBLE (BLANK)

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: Size & Weight

State Information:

Beat/Sub Area: 891; Veh #1 Type: 25; Veh #2 Type: 31; Regulated Vehicle: Y; Pre-Cleared Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
 S. LARKINS

Badge #: A11414
 Copy Received By:
 STEVEN BELL

Page 1 of 1



X _____

X _____

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) **DOYLE GLENN TUCKER** DATE OF BIRTH [REDACTED]

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

NONE

COMPANY NAME **MORENO VALLEY TOW** JOB TITLE/CLASSIFICATION **OWNER-DRIVER**

DRIVER LICENSE NUMBER [REDACTED] STATE **CA** EXPIRATION DATE **12-21-2011** LICENSE CLASS **A** ENDORSEMENTS **IX**

MEDICAL CERTIFICATE YES NO MEDICAL CERTIFICATE EXPIRATION DATE **10-16-2011** OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? YES NO

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:


Class A: **25** Class B: **25** Class C: **7** Class D: **7**

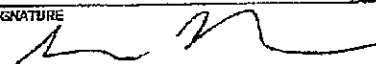
OPERATOR/DRIVER PRESENTLY ENROLLED IN DAY PULL NOTICE PROGRAM? YES NO OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? YES NO

IF YES, EXPLAIN CIRCUMSTANCES, INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE  DATE **09-22-2010**

TOW DRIVER'S SIGNATURE  DATE **09-22-2010**

RECEIVING OFFICER'S NAME ID NUMBER DATE

FOR CHP USE ONLY:
 APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

* PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

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STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
CHP 234F (Rev. 7-09) OPI 082

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) DATE OF BIRTH
DONALD ROBERT STOREY ██████████

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

NONE

COMPANY NAME JOB TITLE/CLASSIFICATION
MORENO VALLEY TOW **DRIVER**

DRIVER LICENSE NUMBER STATE EXPIRATION DATE LICENSE CLASS ENDORSEMENTS
██████████ **CA** **12-29-2012** **B** **AB**

MEDICAL CERTIFICATE MEDICAL CERTIFICATE EXPIRATION DATE OPERATOR/DRIVER ENROLLED IN CSAT (DRUG/ALCOHOL TESTING) PROGRAM?
 YES NO **08-13-2010** YES NO

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:

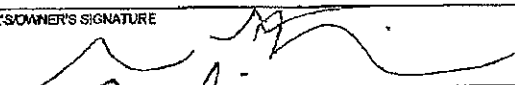
Class A: 31 Class B: 2 Class C: 0 Class D: 0

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?
 YES NO YES NO

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

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OPERATOR/OWNER'S SIGNATURE DATE
 **09-22-2010**

TOW DRIVERS SIGNATURE DATE
 **09-22-2010**

RECEIVING OFFICER'S NAME ID NUMBER DATE

FOR CHP USE ONLY:

APPROVED DISAPPROVED

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STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) **WILLIAM ALLEN IRWIN** DATE OF BIRTH [REDACTED]

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

NONE

COMPANY NAME **MORENO VALLEY TOW** JOB TITLE/CLASSIFICATION **DRIVER**

DRIVER LICENSE NUMBER [REDACTED] STATE **CA** EXPIRATION DATE **11-03-2015** LICENSE CLASS **A** ENDORSEMENTS **M1-T-P-N**

MEDICAL CERTIFICATE YES NO MEDICAL CERTIFICATE EXPIRATION DATE **03-21-2011** OPERATOR/DRIVER ENROLLED IN CSAT (DRUG/ALCOHOL TESTING) PROGRAM? YES NO

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:

Class A: **15** Class B: **3** Class C: **4** Class D: **0**

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV FULL NOTICE PROGRAM? YES NO OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? YES NO

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

I certify the above information is true and correct, and no omissions have been made.

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OPERATOR'S/OWNER'S SIGNATURE  DATE **09-22-2010**

TOW DRIVERS SIGNATURE  DATE **09-22-2010**

RECEIVING OFFICER'S NAME _____ ID NUMBER _____ DATE _____

FOR CHP USE ONLY:

APPROVED DISAPPROVED

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STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 7-09) CPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) DATE OF BIRTH
 RICHARD ANTHONY KELLY [REDACTED]

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
 NONE

COMPANY NAME JOB TITLE/CLASSIFICATION
 MORENO VALLEY TOW DRIVER

DRIVER LICENSE NUMBER STATE EXPIRATION DATE LICENSE CLASS ENDORSEMENTS
 [REDACTED] CA 06-10-2015 C

MEDICAL CERTIFICATE MEDICAL CERTIFICATE EXPIRATION DATE OPERATOR/DRIVER ENROLLED IN CSAT (DRUG/ALCOHOL TESTING) PROGRAM?
 YES NO YES NO

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:

Class A: 9 Class B: 0 Class C: Class D: 0

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?
 YES NO input checked="" type="checkbox"/> YES NO

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.
 2001-DOMESTIC VIOLENCE-EXPUNGED IN 12-2008

I certify the above information is true and correct, and no omissions have been made.

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OPERATOR/OWNER'S SIGNATURE DATE
 09-22-2010

TOW DRIVER'S SIGNATURE DATE
 09-22-2010

RECEIVING OFFICER'S NAME ID NUMBER DATE

FOR CHP USE ONLY:

APPROVED DISAPPROVED

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STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) DATE OF BIRTH
 STEVEN IVAN BELL [REDACTED]

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

NONE

COMPANY NAME MORENO VALLEY TOW	JOB TITLE/CLASSIFICATION DRIVER
DRIVER LICENSE NUMBER [REDACTED]	STATE EXPIRATION DATE LICENSE CLASS ENDORSEMENTS CA 08-13-2013 A T-N

MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE 02-19-2012	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
--	---	---

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:



Class A: 16 Class B: 16 Class C: 2 Class D: 2

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV FULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

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OPERATOR'S/OWNER'S SIGNATURE 	DATE 09-22-2010
TOW DRIVER'S SIGNATURE 	DATE 09-22-2010
RECEIVING OFFICER'S NAME	ID NUMBER
	DATE

FOR CHP USE ONLY:

APPROVED DISAPPROVED

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STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 7-09) OPI 082

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) DATE OF BIRTH
 KRISTINA FRANCES BLAYLOCK [REDACTED]

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
 NONE

COMPANY NAME JOB TITLE/CLASSIFICATION
 MORENO VALLEY TOW DISPATCHER

DRIVER LICENSE NUMBER STATE EXPIRATION DATE LICENSE CLASS ENDORSEMENTS
 [REDACTED] CA 12-28-2013 C

MEDICAL CERTIFICATE MEDICAL CERTIFICATE EXPIRATION DATE OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM?
 YES NO YES NO

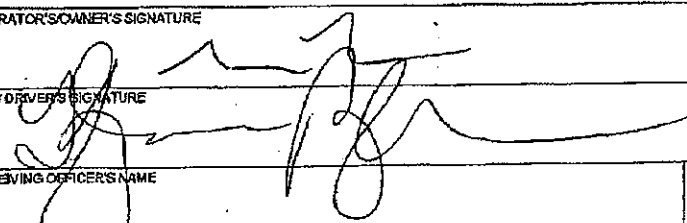
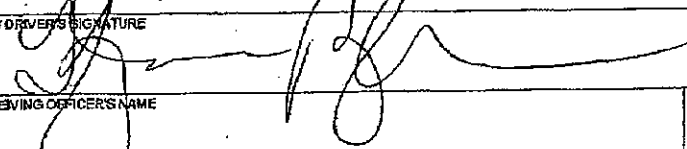
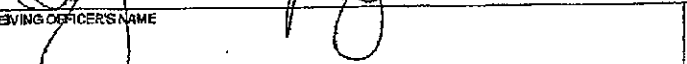
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
 Class A: 0 Class B: 0 Class C: Class D: 0

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?
 YES NO YES NO

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

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OPERATOR'S/OWNER'S SIGNATURE	DATE
	09-22-2010
TOW DRIVER'S SIGNATURE	DATE
	09-22-2010
RECEIVING OFFICER'S NAME	ID NUMBER
	DATE

FOR CHP USE ONLY:

APPROVED DISAPPROVED

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**WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
INFORMATION PAGE**

New Policy No. 5900002484101
 Renewal Reissue Rewrite Prior Policy No: NEW
Account No: MOREN-2

EVEREST NATIONAL INSURANCE COMPANY (A stock company)

NCCI Carrier Code: 28312

477 Martinsville Road

Liberty Corner, NJ 07938-0830

Telephone Number: 800-438-4375

N.J. Taxpayer Identification No:

1. The Insured: TUCKER, DOYLE G. (AN INDIVIDUAL)

Mailing address: 17007 KITCHING ST.
MORENO VALLEY, CA 92551

Branch Code: 024

Producer: RIC INSURANCE GENERAL AGENCY, INC

Address: P.O. BOX 7967
SANTA ROSA, CA 95407

Sub-producer:

Address:

Individual Partnership Corporation Joint Venture Other _____

FEIN: SEE EXTENSION OF INFORMATION PAGE - NAMED INSURED, IDENTIFICATION NUMBERS AND OTHER WORKPLACES SCHEDULE.

Other Workplaces not shown above: SEE EXTENSION OF INFORMATION PAGE - NAMED INSURED, IDENTIFICATION NUMBERS AND OTHER WORKPLACES SCHEDULE.

2. The policy period is from 10-01-2010 to 10-01-2011 effective 12:01 a.m. Standard Time at the insured's mailing address. This is a three-year fixed policy

Anniversary Rate Date:

3. A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states or territories listed here:
CA

B. Employers Liability Insurance: Part Two of the policy applies to work in each state or territory listed in Item 3.A. The limits of our liability under Part Two are:

Bodily Injury by Accident	\$	<u>1,000,000</u>	each accident
Bodily Injury by Disease	\$	<u>1,000,000</u>	policy limit
Bodily Injury by Disease	\$	<u>1,000,000</u>	each employee

C. Other States Insurance: Part Three of the policy applies to the states or territories, if any, listed here: All states EXCEPT those listed in item 3.A. of the information Page and the following states or territories:
HI NC ND OR PR VT VI WA WY

D. This policy includes these endorsements and schedules:
SEE EXTENSION OF INFORMATION PAGE - SCHEDULE OF FORMS AND ENDORSEMENTS.

4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates and Rating Plans. All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE - CLASSIFICATION SCHEDULE/PREMIUM ELEMENTS.

Minimum Premium	\$	2,000	Total Estimated Annual Premium	\$	25,826
Expense Constant	\$		Total Estimated Charge	\$	27,042

If indicated below, interim adjustments of premium shall be made:

Semi-annually Quarterly Monthly

Deposit Premium

Countersigned by _____

Date

OCT 0 12 2010

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INSURED COPY

PEPE'S TOWING SERVICE

Evaluation Form

Proposal with Addendum

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST
revised 11/1/2010

TOW COMPANY: **Pepe's Towing, Inc.**

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
City of MV Business License	X		License #21087 (1/1/2010 - 12/31/2010)
No financial interest in other tow company and/or applicant within City of MV	X		
Storage yard must be located in City limits	X		14351 Veterans Way, Moreno Valley, CA
1. Organizational Information			
a. Company Name	X		Pepe's Inc
DBA	X		Pepe's Towing Services
Documentation for authorized individual to submit RFP	X		
b. Organizational Structure	X		Corporation
Date of organization	X		March 10, 1992
Federal Tax ID #	X		95-4367585
d. Name	X		Laurren R. Kennedy
Address	X		14351 Veterans Way, Moreno Valley, CA
Phone	X		(951) 653-2423
Fax	X		(951) 653-7374
e-mail	X		lkennedy@pepestow.com
e. State of CA permits/licenses	X		Motor Carrier Permit No. 0117433 (exp: 5/31/2011)
Statement that company accepts all conditions/rqmts in RFP	X		
2. Facilities, Equipment and Personnel			
a. Address: Administrative offices	X		14351 Veterans Way, Moreno Valley, CA
Address: Vehicle storage facility (if separate from office)	X		14351 Veterans Way, Moreno Valley, CA
Site Plan: Administrative Offices	X		14351 Veterans Way, Moreno Valley, CA
Site Plan: Vehicle storage facility (if separate from office)	X		14351 Veterans Way, Moreno Valley, CA

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST
 revised 11/1/2010

TOW COMPANY: **Pepe's Towing, Inc.**

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
<i>Site Plan</i>			
Name, address, phone number of applicant/tow operator	X		10/21 Pepes submitted revised site plans per Hartmann request.
Property lines/lot dimensions	X		Same as above
Dimensions of access points to site, off-street parking, loading, parking for customers/employees	X		
Location of building structures - include distance between buildings/property lines	X		
Location of driveways	X		
Location of landscape planters	X		
Location of building security lights	X		
Location of parking lot lights	X		
Location of perimeter fencing	X		
Evidence that lot will accommodate min. number of cars per stds.	X		155 spaces (most spaces are "inside.")
b. Deed of Trust or Lease	X		Sub lease for 5 years with option to 2015.
c. List of any secondary facilities with all included from 2 a.above.			None

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST
revised 11/1/2010

TOW COMPANY:

Pepe's Towing, Inc.

	IN COMPLIANCE BY NOV. 30, 2010		NOTES									
	YES	NO										
d. List of all Equipment Vehicles	x		Ten vehicles: Eight light duty (class A); Two Class C									
Class	x		Vehicle #1 CLASS A	Vehicle #2 CLASS A	Vehicle #3 CLASS A	Vehicle #4 CLASS A	Vehicle #5 CLASS A	Vehicle #6 CLASS A	Vehicle #7 CLASS A	Vehicle #8 CLASS A	Vehicle #9 CLASS C	Vehicle #10 CLASS C
Make	x		FREIGHTLINER	INTERNATIONAL	INTERNATIONAL	INTERNATIONAL	INTERNATIONAL	INTERNATIONAL	INTERNATIONAL	PETERBUILT	PETERBUILT	PETERBUILT
Model	x		M2-wheel lift	Flatbed	Flatbed	Flatbed	Flatbed	Flatbed	Flatbed	Wheel lift	Wheel lift	heavy duty
Year	x		2005	2005	2007	2006	2006	2006	2007	1989	1989	2004
Equipment for each Vehicle	x		details provided in attachments									
PLATE NO.	x		PEPTOW1	PEPES14	PEPES34	PEPES35	PEPES36	PEPES36	PEPES34	PEPES35	PEPES23	PEPES62
CHP Forms	x		CHP407F	CHP407F	CHP407F	CHP407F	CHP407F	CHP407F	CHP407F	CHP407F	CHP407F	CHP407F
Vehicle Replacement Policy	x		Vehicle Replacement Policy: Based on usefulness of vehicle.									
Class	x		Vehicle #6 CLASS A	Vehicle #7 CLASS A	Vehicle #8 CLASS A	Vehicle #9 CLASS C	Vehicle #10 CLASS C	Vehicle #11 CLASS C	Vehicle #12 CLASS C	Vehicle #13 CLASS C	Vehicle #14 CLASS C	Vehicle #15 CLASS C
Make	x		FORD	INTERNATIONAL	INTERNATIONAL	INTERNATIONAL	INTERNATIONAL	INTERNATIONAL	INTERNATIONAL	PETERBUILT	PETERBUILT	PETERBUILT
Model	x		flatbed	Flatbed	Flatbed	Flatbed	Flatbed	Flatbed	Flatbed	Wheel lift	Wheel lift	heavy duty
Year	x		2008	2008	2007	2007	2007	2007	2007	1989	1989	2004
Equipment for each Vehicle	x		details provided in attachments									
PLATE NO.	x		PEPES38	PEPES39	PEPES53	PEPES53	PEPES53	PEPES53	PEPES53	PEPES23	PEPES23	PEPES62
CHP Forms	x		CHP407F	CHP407F	CHP407F	CHP407F	CHP407F	CHP407F	CHP407F	CHP407F	CHP407F	CHP407F
Vehicle Replacement Policy	x		Same as above.									
e. Personnel												
Drivers	x		Six Drivers (Tow Operator/Driver Information included)									
Supervisory	x		One Controller									
Office	x		Two Administrative Staff									
Recruitment, Training and Customer Service Practices	x		In-house program									

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised 11/1/2010

TOW COMPANY:

Pepe's Towing, Inc.

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
3. Financial/Organizational			
a. History of tow business	X		January 1979 beginning. 8-years with 70+ trucks; 71 employees
Experience of company's key mgmt. personnel	X		Owned and operated by M & J Acosta since 1992.
b. Program for substance abuse/drug free workplace	X		Contract with Metropolitan Medical Clinic.
c. How tow company will provide monthly reports for stored/impounded vehicles, release of vehicles or other	X		Computer software
d. Certificate of Insurances	X	X	<i>Preliminary review of the certificates of insurance provided demonstrates the general compliance with the conditions of the RTS Program. Upon award of contract, each tow operator will be required to meet the City's insurance requirements. Each certificate will be reviewed and approved by City's Risk Manager.</i>
e. Identify years of experience	X		18 years
f. List any contracts has or had in last 5 years similar to City reqmts. Name/Contact for each reference.	X		CHP, Riverside, Highland
g. Complaints received from cities within last 2 years. Including equipment violations, inspection cites, etc.	X		Statement of 5-day suspension for non-approval storage lot. Corrected to the satisfaction of City of Riverside.
h. Indicate if company has been suspended or terminated by another governmental agency; state reasons	X		Two reprimands; late to a call
i. Describe safety policies and safety training provided to employees. * if towing has been cited, suspended, terminated - supply date/description of violation/incident.	X		In-house program under supervision of OSHA
	X		None
j. Provide collection procedure(s) and policy(ies)	X		Outside consultant: American Capital
k. Explain how business would move large number of vehicles in short time period.	X		Fleet is capable to move "high volume"

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST
revised 11/1/2010

TOW COMPANY: Pepe's Towing, Inc.

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
4. Rates for Service			
a. Fees			
Inside Storage	X		CLASS A \$50.00 CLASS B \$53.00 CLASS C \$55.00 CLASS D \$50.00 Special Eqmt \$
Outside Storage	X		\$45.00 \$48.00 \$50.00
Proposed Hourly rate	X		\$200.00 \$225.00 \$315.00
Response time - during business hours		X	20 min 30 min 30 min
Response time - after business hours		X	30 min 40 min 45 min
Gate Fee	X		50% of hourly rate for Class A-light duty - same gate fee for all class trucks. (verbal confirmation) + verbal on response times above 10/21/10
Storage or any other fee charged to vehicle owner and/or his agent.	X		
Submit a mark-up rate (% of cost to tow operator) for retail equipment and specialized labor not listed on application.	X		No "third party" services used - All done in-house.
5. Applicant shall submit:			
a. Five (5) copies of Proposal	X		
b. One (1) unbound 8.5 x 11 black and white copy (reproducible)	X		
c. One (1) electronic copy (Adobe/PDF)	X		
RTS APPLICATION FEE \$2,828	X		
Certificate of Occupancy B1000737			
<p>NOTES: Requested information on security system specs. Pepe's provided PDF file on system/specs. Planning has noted the existing business sign has not been approved. Prior to the beginning of service on the RTS Program, the tow operator must submit a sign plan application for review and approval by the Planning Division. Response time exceeds MVMC Chapter 12.14. Tow operator will be conditions to comply with 20 minute response time.</p>			

PEEPE'S

Towing Service

14351 VETERANS WAY
MORENO VALLEY, CA 92553
(951) 682-5682

2010

Tow Service Proposal

Contact: LAURREN KENNEDY

CITY OF MORENO VALLEY
14177 FREDERICK STREET
MORENO VALLEY, CA 92552
ATTENTION: RICK HARTMAN

1. Organizational Information

- A. Legal name: Pepe's Inc. (See page3).
- B. Pepe's Inc. incorporated March 10, 1992 as a "C" corp. in the State of California.
- C. The federal tax ID # for Pepe's Inc. is 95-4367585
- D. Contact Information:

Laurren R. Kennedy
14351 Veterans Way
Moreno Valley, CA 92553
(951) 653-2423 office
(909) 322-1586 cell
(951) 653-7374 fax
(909) 224-6881 efax
Lkennedy@pepestow.com
- E. Enclosed find Pepe's Inc.'s valid Motor Carrier Permit #446699 (See page4)
- F. Pepe's Inc. accepts all conditions and requirements contained in this RFP, and Chapter 12.14 of the Moreno Valley Municipal Code.

2. Facilities, Equipment, and Personnel

- A. Pepe's Inc. uses 14351 Veterans Way Moreno Valley, CA 92553 as its administrative offices and vehicle storage facility. Site plan included with RFP submission.
- B. Current lease contract supplied (See pages 5-9).
- C. N/A
- D. Equipment list supplied (See pages 10-21).
- E. Personnel list supplied (See pages 22-29). Pepe's has a comprehensive recruitment and training program in house. Pepe's maintains subscriptions with leading employment web sites (i.e. monster.com, jobbing.com) Pepe's uses in house resources for training including ride-alongs, instruction on safety and proper procedures, monthly safety and training meetings, and performance reviews.

3. Financial /Organizational Information

- A. Company history supplied (See page 30).
- B. Pepe's maintains a random drug screening program with Metropolitan Medical Clinics who collect samples and maintains custody for Medtox Laboratories at 402 W. County Rd D St Paul, MN 55112. Contact # (651) 636-7466. Confirmation of testing results and compliance kept at Pepe's 14351 Veterans Way Moreno Valley, CA 92553.
- C. Pepe's maintains a proprietary software program for the tracking, reporting, releasing, and pricing of all vehicles towed and stored. Pepe's maintains an IT service agreement for the maintenance and repair of this system.
- D. Liability and Workers Comp proof of coverage and policy limits supplied (See pages 31-32).
- E. Pepe's Inc., for the past 18 years has served, and continues as an official police/city tow service provider for the City of Riverside. Since our first contract in 1992, we have added various Police, Sherriff, CHP, FSP, and other law enforcement agencies throughout the Inland Empire and Los Angeles.

- F. Reference list supplied (See page 33).
- G. Pepe's maintains a very high "on time" percentage for a large coverage area during very unpredictable traffic conditions. During the past 18 years of law enforcement service, Pepe's has not been cited or suspended because of equipment violations, inspection citations or any type of improprieties.
- H. Pepe's has been reprimanded on 2 occasions in the past 18 years of servicing multiple agencies for late arrivals due to traffic conditions.
- I. Pepe's maintains an in house safety and training program under the supervision of an OSHA certified consultant. Through monthly safety and training meetings, drivers are instructed of safe practices, defensive driving, and rules and regulations (See pages 34-38).
- J. Pepe's uses American Capital, a licensed collection agency, with experience in the towing industry. American Capital follows guidelines as prescribed by the California Fair Debt Collection Practices Act and keeps current with guidelines provided by the California Vehicle Code.
- K. Pepe's Inc. maintains a fleet of over 70 trucks of varying sizes and capacities. Pepe's has been called upon to assist in the safe and rapid removal of vehicles involved in multi vehicle incidents in varying locals, climates, and degrees of difficulty.

4. Rates for Service

- A. Pepe's uses no 3rd party sources and therefore has no mark up rate. Rates listed on CHP form 234A are included (See pages 39-40).

ARTICLES OF INCORPORATION

1704129

OF

ENDORSED

PEPE'S INC.

in the State of California

ARTICLE I

MAR 10 1992

The name of this corporation is PEPE'S INC.

MARCH FONG EU, Secretary of State

ARTICLE II

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

ARTICLE III

The name and address in the State of California of this corporation's initial agent for service of process is: WILLIAM

A. TOOKEY, 936 Huntington Drive, Suite "A", San Marino, CA 91108

ARTICLE IV

The corporation is authorized to issue only one class of shares of stock; and the total number of shares which this corporation is authorized to issue is 150,000

ARTICLE V

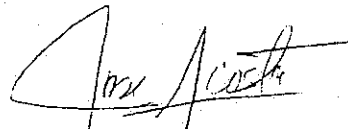
This corporation is a close corporation. All of the corporation's issued shares of stock shall be held of record by not more than thirty-five (35) persons.

ARTICLE VI

The name and address of the initial director is as follows:

JOSE ACOSTA, JR., 551 South Lorena, Los Angeles, California 90063

DATED: March 6, 1992



JOSE ACOSTA, JR.
551 South Lorena
Los Angeles, CA 90063

[Signature(s) of Incorporator/Director(s)]

(Typed name and address of Incorporator)

I ~~(we)~~ hereby declare that I ~~(we)~~ am ~~(are)~~ the person~~s~~ who executed the foregoing Articles of Incorporation, which execution is my ~~(our)~~ act and deed.

JOSE ACOSTA, JR.

- NOTES: 1. If this is to be a close corporation
- a. The word "incorporated", "corporation", or "limited", or an abbreviation of one of such words must appear in the name.
 - b. An Article V must be typed in above and should say "This corporation is a close corporation. All of the corporation's issued shares of stock shall be held of record by not more than thirty-five (35) persons."
2. If it is desired (it is not necessary) to name the directors in the articles:
- a. An Article V or VI must be typed in above and should say "The names and addresses of the initial directors are as follows: _____ Each director so named must also sign and acknowledge the articles
3. If directors are not named in the articles, the incorporator's name and address should be typed below his signature.

DEPARTMENT OF MOTOR VEHICLES
 MOTOR CARRIER SERVICES BRANCH MS G875
 P.O. BOX 932370 Sacramento, CA. 94232-3700
 (916) 657-8153



04/28/2010

PEPES INC
 918 S BOYLE AVE
 LOS ANGELES, CA 90023

STATE OF CALIFORNIA DMV DEPARTMENT OF MOTOR VEHICLES A Public Service Agency		MOTOR CARRIER PERMIT			
DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA. 94232-3700		Valid From:	06/01/2010	Valid Through:	05/31/2011
PEPES INC 918 S BOYLE AVE LOS ANGELES, CA 90023		CA#:	0117433		
		The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification:			
		For Hire Full-Year Corporation			
Pmt Date:	04/27/2010	Office #:	154		
Account #:	44669	Tech ID:	LJ		
Sequence #:	0004	Amt Paid:	\$1,610.00		

!!!IMPORTANT REMINDERS!!!

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the internet at www.dmv.ca.gov or receive further information by calling: (916) 657-8153.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922



STANDARD ESTOPPEL CERTIFICATE - BY LESSOR

TO WHOM IT MAY CONCERN:

RE: Lease ("Lease") dated March 28, 2007 by and between Pan Group, LLC

as Lessor, and Crescent Electric Supply Company as Lessee, concerning the real property known as: 14351 Veterans Way, Moreno Valley, CA

("Premises"), which Lease was amended N/A and guaranteed by N/A

("Guarantor(s)"); (It will be presumed no amendments or guarantees exist unless they are specified above.) In light of the fact that the Lessee has failed to provide an Estoppel Certificate, Lessor hereby certifies as follows:

1. True copies of the above referenced Lease as amended and the guarantees, if any, are attached hereto marked Exhibit "1" (Attach a copy of Lease, all amendments and guarantees.) Other than the documents included in Exhibit 1 there are no oral or written agreements or understandings between the Lessor and Lessee with respect to the Premises except (if there are no exceptions, write "NONE"): none

2. The Lease term commenced on May 1, 2007 and expires on June 30, 2012

3. The current monthly rent and expense pass-through, if any, are as follows:

Rent	Amount	Day of Month Due	Paid Up Through	Year
Pass Through	\$9,962.00	1st		
		First		

No rents or pass-throughs have been prepaid except as reflected in the Lease. (It will be presumed that no expense pass-throughs are currently required unless set forth above.)

4. The current amount of security deposit held by Lessor is \$10,000.00 on deposit with lessor's bank

5. The Lease has not been modified, orally or in writing, since its execution, except as heretofore identified. The Lease is in full force and effect and contains the entire agreement between Lessor and Lessee, except (if there are no exceptions, write "NONE"): none

6. The improvements and space required to be provided by Lessor have been provided and completed in all respects, and all promises of an inducement nature by Lessor have been fulfilled except (if there are no exceptions, write "NONE"): none

7. Lessor has no knowledge of any uncured defaults by Lessor or Lessee under the Lease, except (if there are no exceptions, write "NONE"): none

8. There are no disputes between Lessor and Lessee concerning the Lease, the Premises or the improvements therein or thereon, except (if there are no exceptions, write "NONE"): none

9. To the best of Lessor's knowledge, Lessee is in full and complete possession of the Premises and has not assigned or sublet any portion of the Premises, except (if there are no exceptions, write "NONE"): none

10. Lessor has no knowledge of any prior sale, transfer, assignment or encumbrance of the Lessee's interest in the Lease, except (if there are no exceptions, write "NONE"): none

11. To the best of Lessor's knowledge, Lessee has made no alterations or additions to the Premises, except (if there are no exceptions, write "NONE"): none

If alterations or additions have been made by Lessee, Lessor represents that to the best of its knowledge, all such alterations and additions were done in accordance with the terms of the Lease and in compliance with all applicable laws, rules and regulations, except (if there are no exceptions, write "NONE"): none

12. The guarantees of the Guarantors named above are still in full force and effect, except (if there are no exceptions, write "NONE"): none

13. Lessor is not currently the subject of a bankruptcy proceeding and to the best of its knowledge neither Lessee nor any Guarantor is involved in such a proceeding, except (if there are no exceptions, write "NONE"): none

14. Lessor is aware that buyers, lenders and others will rely upon the statements made in this Estoppel Certificate, and has therefore adjusted the language hereof as necessary to make it an accurate statement of the current facts concerning the Lease. If no such adjustments have been made, said parties may rely upon the statements in this form as printed.

15. The Lessee may be contacted at: Address and phone set forth below

Mailing address: 4101 Birch Street #150, Newport Beach, CA

Telephone: (949) 852-6540

300 4433

Facsimile: (949) 852-6541

266 9789

Email:

18. Additional items (if there are no additional items, write "NONE"):

DATE: 5-11, 2010
(Fill in date of execution)

By:

Name Printed:

Title:

Paul Reim

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90077. Telephone No. (213) 687-8777. Fax No.: (213) 687-8616.

OPTION TO LEASE

This option to lease, dated April 20, 2010 for reference purposes, is made between Pen Group, LLC, a California Limited Liability Company, as Optionor, and Pepe's Inc., a California Corporation, as Optionee.

Recitals

- A. Whereas Optionor is the owner of certain real property ("Property") commonly known as 14351 Veterans Way, Moreno Valley, California; and
- B. Whereas Optionee is entering into a sublease of the Property from Crescent Electrical Supply under which Optionee will occupy the Property for a period of two years and two weeks; and
- C. Whereas, the lease under which Crescent Electric Supply has rights to the Property expires June 30, 2012; and
- D. Whereas, Optionee wishes to maintain an option to continue to occupy the premises for three years after the expiration of the Crescent Electrical Supply lease;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Optionor grants Optionee an option to lease the Property for a period of three years, said lease to commence July 1, 2012 on the terms set forth herein.
2. In order to exercise an option to extend, Optionee must give written notice of such election to Optionor at least 6 but not more than 12 months prior July 1, 2012, time being of the essence. If proper notification of the exercise of this option is not given it shall automatically expire.
3. In the event the option is exercised, the rental to be paid under the lease granted pursuant to the option shall be as follows:
 - a) July 1, 2012 to June 30, 2013: \$10,500.00 per month.
 - b) July 1, 2013 to June 30, 2014: \$11,500.00 per month.
 - c) July 1, 2014 to June 30, 2015 \$12,500.00 per month

The rental rates set forth herein shall be "full service" rents. Tenant shall not be required to pay any additional amounts on account of taxes, insurance or maintenance.

4. If the option is exercised the parties agree to execute a written lease containing terms customarily used in commercial leases. The lease shall be personally guaranteed by Manny Acosta, principal of Pepe's Inc.

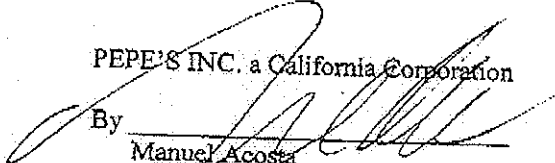
5. This Option is personal to the Pepe's Inc. and cannot be assigned or exercised by anyone other than Pepe's Inc.

6. The consideration for this option shall be the payment of One Dollar, receipt of which is hereby acknowledged.

7. Optionor agrees to execute a memorandum of option in a form suitable for recordation and deliver it to Optionee.

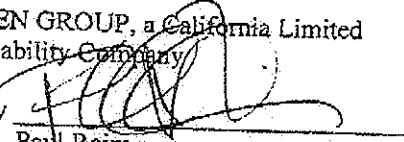
Date: April 21, 2010

PEPE'S INC. a California Corporation

By 
Manuel Acosta
Secretary

Date: 4-21-10

PEN GROUP, a California Limited Liability Company

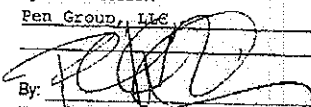
By 
Paul Reim
Manager

Executed at: _____
On: _____

Executed at: _____
On: _____

By Master Lessor:

Pen Group, LLC



By: _____
Name Printed: Paul Reim
Title: _____

By Guarantor(s):

By: _____
Name Printed: _____
Address: _____

By: _____
Name Printed: _____
Title: _____
Address: 4101 Birch Street, #150

By: _____
Name Printed: _____
Address: _____

Telephone: (949) ~~952-5546~~ 300-4433
Facsimile: (949) ~~852-6541~~ 260-9789
Federal ID No. _____

NOTICE: These forms are often modified to meet changing requirements of law and industry needs. Always write or call to make sure you are utilizing the most current form: AIR Commercial Real Estate Association, 800 W 6th Street, Suite 800, Los Angeles, CA 90017. Telephone No. (213) 687-8777. Fax No.: (213) 687-8618.

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INITIALS

INITIALS

Pepe's Towing Service - Moreno Valley
Truck Listing

10/08/2010

Truck #	Year	Make	Model	Type	Weight	License	Vin	Fuel	Reg. Exp.	Class
001	2005	Freightliner	M2	Wheel Lift	25,500	PEPTOW1	1FVACWC575HU55579	D	2/28/2011	Light Duty
014	2005	International	4300	Flatbed	25,500	PEPES14	1HTTMAAL75H110401	D	8/31/2011	Light Duty
023	1989	Peterbilt	Heavy Duty	Wheel Lift	54,000	PEPES23	1XP5DB9X0PD331426	D	6/30/2011	Super Duty
034	2007	International	4300EC	Flatbed	25,500	PEPES34	1HTMMAALX7H359763	D	7/31/2011	Light Duty
035	2006	International	4300	Flatbed	25,500	PEPES35	1HTMMAAL16H304567	D	12/31/2010	Light Duty
036	2006	International	4300	Flatbed	25,500	PEPES36	1HTMMAAL06H309291	D	12/31/2010	Light Duty
038	2008	Ford	F550	Flatbed	20,000	PEPES38	1FDAX57878EC66014	D	4/30/2011	Light Duty
039	2008	International	4300	Flatbed	25,500	PEPES39	1HTMMAAX7H530008	D	11/30/2010	Light Duty
053	2007	International	4300KC	Flatbed	25,500	PEPES53	1HTMMAAL77H404903	D	11/30/2010	Light Duty
062	2004	Peterbilt	378	Heavy Duty	54,000	PEPES62	1NPDLB9X94D816029	D	6/30/2011	Heavy Duty

Please note: Heavy Duty and Super Heavy Duty serve as Medium Duty as well.

Replacement Policy: Pepe's Inc replaces equipment based on mileage, esthetics, mechanical condition, and usefulness. Pepe's maintains open lines of credit with lenders for unforeseen equipment procurement. Pepe's has an in-house policy of providing clean, safe, reliable, and well maintained equipment that surpasses that of any imposed policy of vehicle standards.

9
DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304P000839
Inspection Date: 03/25/2010
Start Time: 07:17 AM End Time: 07:29 AM
Inspection Level: V - Terminal
HM Inspection Type: None

PEPE'S INC
918 SOUTH BOYLE AVE
LOS ANGELES, CA 90023
USDOT#: Phone#: _____
MC/MX#: Fax#: _____
State#: 117433
Location: Rancho Cucamonga Area
Highway: RC OFFICE
County: SAN BERNARDINO, CA

MilePost: _____
Origin: _____
Destination: _____

Driver: _____ State: _____
License#: _____
Date of Birth: _____
CoDriver: _____
License#: _____ State: _____
Date of Birth: _____
Shipper: _____
Bill of Lading: _____
Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	FRHT	2005	CA	PEPTOW1	1				12056769	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
C. KELLY

Badge #:
13982

Copy Received By:

Page 1 of 1



CA304P000839

X _____

X _____

34

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304P000854
Inspection Date: 03/25/2010
Start Time: 10:31 AM End Time: 10:33 AM
Inspection Level: V - Terminal
HM Inspection Type: None

PEPE'S INC
918 SOUTH BOYLE AVE
LOS ANGELES, CA 90023
USDOT#: Phone#:
MC/MX#: Fax#:
State#: 117433
Location: Rancho Cucamonga Area
Highway: RC OFFICE
County: SAN BERNARDINO, CA

MilePost:
Origin:
Destination:

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	INTL	2006	CA	PEPES34	34				12117582	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
H. LESTER

Badge #:
12416

Copy Received By:

Page 1 of 1



CA304P000854

X

X

35

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304P000841
Inspection Date: 03/25/2010
Start Time: 07:37 AM End Time: 07:39 AM
Inspection Level: V - Terminal
HM Inspection Type: None

PEPE'S INC
918 SOUTH BOYLE AVE
LOS ANGELES, CA 90023
USDOT#: Phone#:
MC/MX#: Fax#:
State#: 117433
Location: Rancho Cucamonga Area
Highway: RC OFFICE
County: SAN BERNARDINO, CA

MilePost:
Origin:
Destination:

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	INTL	2006	CA	PEPES35	35				12056771	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

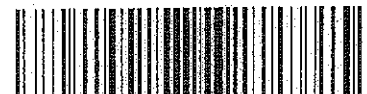
Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
W. FLOWERS

Badge #:
10922

Copy Received By:

Page 1 of 1



CA304P000841

X

X

#36
DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304P000837
Inspection Date: 03/25/2010
Start Time: 07:07 AM End Time: 07:13 AM
Inspection Level: V - Terminal
HM Inspection Type: None

PEPE'S INC
918 SOUTH BOYLE AVE
LOS ANGELES, CA 90023
USDOT#: Phone#: MC/MX#: Fax#: State#: 117433
Location: Rancho Cucamonga Area
Highway: RC OFFICE
County: SAN BERNARDINO, CA

MilePost:
Origin:
Destination:

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	INTL	2006	CA	PEPES36	36				12056767	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beal/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

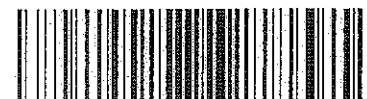
Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
H. LESTER

Badge #:
12416

Copy Received By:

Page 1 of 1



CA304P000837

X _____

X _____

50

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304P000840
Inspection Date: 03/25/2010
Start Time: 07:33 AM End Time: 07:35 AM
Inspection Level: V - Terminal
HM Inspection Type: None

PEPE'S INC
918 SOUTH BOYLE AVE
LOS ANGELES, CA 90023
USDOT#: Phone#: State#: 117433
MC/MX#: Fax#: State#: 117433
Location: Rancho Cucamonga Area
Highway: RC OFFICE
County: SAN BERNARDINO, CA

MilePost:
Origin:
Destination:

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GWWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	FORD	2008	CA	PEPES38	38				12056770	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
H. LESTER

Badge #:
12416

Copy Received By:



CA304P000840

#34
DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304P000843
Inspection Date: 03/25/2010
Start Time: 08:02 AM End Time: 08:11 AM
Inspection Level: V - Terminal
HM Inspection Type: None

PEPE'S INC
918 SOUTH BOYLE AVE
LOS ANGELES, CA 90023
USDOT#: _____ Phone#: _____
MC/MX#: _____ Fax#: _____
State#: 117433

Driver: _____ State: _____
License#: _____
Date of Birth: _____
CoDriver: _____
License#: _____ State: _____
Date of Birth: _____

Location: Rancho Cucamonga Area
Highway: RC OFFICE
County: SAN BERNARDINO, CA

MilePost: _____
Origin: _____
Destination: _____
Shipper: _____
Bill of Lading: _____
Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	INTL	2007	CA	PEPE039	039					

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS

Section	Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
24002	VC	S	1	N		N	N	3 of 12 hydraulic tank mount bolts loose

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
H. LESTER

Badge #:
12416

Copy Received By:

Page 1 of 1



CA304P000843

X _____

X _____

55

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304W001076
Inspection Date: 04/08/2010
Start Time: 07:29 AM End Time: 07:32 AM
Inspection Level: V - Terminal
HM Inspection Type: None

PEPE'S INC
918 SOUTH BOYLE AVE
LOS ANGELES, CA 90023
USDOT#: _____ Phone#: _____
MC/MX#: _____ Fax#: _____
State#: 117433
Location: RIVERSIDE
Highway: INDIANA
County: RIVERSIDE, CA

MilePost: _____
Origin: _____
Destination: _____

Driver: _____ State: _____
License#: _____
Date of Birth: _____
CoDriver: _____ State: _____
License#: _____
Date of Birth: _____
Shipper: _____
Bill of Lading: _____
Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticke
1	TR	INTL	2007	CA	PEPES53	53	1HTMMAAL77H404903	25,500		12667110	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
J. BENTZ

Badge #:
09374

Copy Received By:



CA304W001076

DRIVER/VEHICLE EXAMINATION REPORT

#62



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304P000995
Inspection Date: 04/08/2010
Start Time: 07:22 AM End Time: 07:25 AM
Inspection Level: V - Terminal
HM Inspection Type: None

PEPE'S TOWING SERVICE INC
918 SOUTH BOYLE STREET
LOS ANGELES, CA 90023
USDOT#: 01005094 Phone#: (323)268-1609
MC/MX#: Fax#: State#:

Driver: License#: State:
Date of Birth:
CoDriver: License#: State:
Date of Birth:
Shipper:

Location: San Bernardino Area
Highway: ALABAMA SO 5TH
County: SAN BERNARDINO, CA

MilePost:
Origin:
Destination:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	PTRB	2004	CA	PEPES62	62				12668285	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS

Section	Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
24002	VC	S	1	N		N	N	Axle-2 R/S crossmember cracked at weld.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 56; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: Title: Date:

Report Prepared By:
W: FLOWERS

Badge #: 10922
Copy Received By:

Page 1 of 1



CA304P000995

X

X



48939991

SPEC. PROJ. CODE

DATE: 4/16/07 TIME START: 11:00 LEVEL: 1 LOC CODE: 890 BEAT: 151 INSPECTED BY: [Signature] ID NUMBER: 1370 TIME END: 10:50

DRIVER INFORMATION
 FIRST NAME: MENDOZA MI LAST NAME: Villalobos DDL NO. [Redacted] BIRTH DATE: [Redacted] STATE: CA

CARRIER INFORMATION
 CHP NO. CA- 117033 PUC NO. ICC NO. MC- DOT NO. US DOT - STREET ADDRESS: 2000 W Key St CITY: Colton STATE: CA ZIP CODE: 92324

EH YEAR	MAKE	TYPE	AXLES	LIC. NO.	STATE	EQPMT. NO.	DRIVER QUALIFICATIONS			
							COMPLIANCE	NO.	O/S	DIS
1	INTL	SS	2	PELES 14	CA		Driver's License			
2							Medical Cert.			
3							Driver's Log			
4							Driver's Hours			

VEHICLE INSPECTION				DISPOSITION CODES				BRAKE ADJUST.	HAZARDOUS MATERIALS INSPECTION									
COMPLIANCE		VEHICLE 1		VEHICLE 2		VEHICLE 3			VEHICLE 4		COMPLIANCE		NO.		O/S		DIS	
Learning Components																		
Exhaust																		
Light Devices																		
Low Air Warning Device																		
Loss Unapplied																		
Loss Applied																		
Brake Adjustment																		
Brake Drums / Shoes																		
Hub Brake Part																		
Fuel System																		
Lights, Stop / Turn																		
Off-Axis Device																		
Wheels																		
Tires																		
Chassis																		
Suspension																		
Maintenance / Other																		
Registration																		
SA STICKERS ISSUED	V-1	19534219	V-2		V-3		V-4											
NO. 215s ISSUED	CHP 215 NO.		OFFICER ID NO.	19370	REGULATED VEHICLE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	REVIEWED BY		ID NO.									
NO. 281s ISSUED	CHP 281 NO.		OWNER'S RESPONSIBILITY	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	RESPONSIBLE PERSON													

COMMENTS: App and loss at James K. Hill Parking Lot & Bill Kaine Ave } OIL 4-21-06 412418

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THE FORM. I have acknowledged that I have reviewed and received a copy of this report. DRIVER'S SIGNATURE: [Signature]

SAFETYNET DRIVER / VEHICLE INSPECTION REPORT



4893986

SPEC. PROJ. CODE

CHP 407F (Rev. 11-06) OPI 062

DATE 04/16/09	TIME START 0753	LEVEL 1	LOC CODE 850	BEAT 1801	INSPECTED BY [Signature]	ID NUMBER 9374	TIME END 1015
------------------	--------------------	------------	-----------------	--------------	-----------------------------	-------------------	------------------

DRIVER INFORMATION			
FIRST NAME James	MI	LAST NAME O'Sullivan	STATE CA
DOL NO.		BIRTH DATE	

CARRIER INFORMATION			
CHP NO. CA - 117433	PUC NO.	ICC NO. MC	DOT NO. US DOT - 1005194
CARRIER NAME Paces Towin		STREET ADDRESS 2000 W Hwy 30	
CITY Coeville		STATE CA	ZIP CODE 95924

VEHICLE INFORMATION										DRIVER QUALIFICATIONS			
VEH	YEAR	MAKE	TYPE	AXLES	LIC NO.	STATE	EQPMT. NO.	COMPLIANCE			NO	O/S	DIS
1	03	PACC	Flt	4	PPLS 23	CA		Driver's License					
2								Medical Cert					
3								Driver's Log					
4								Driver's Hours					

VEHICLE INSPECTION				DISPOSITION CODES				BRAKE ADJUST		HAZARDOUS MATERIALS INSPECTION							
COMPLIANCE				VEHICLE 1				Front		COMPLIANCE				NO	O/S	DIS	
				NO	O/S	DIS	1 - Repaired at Scene 2 - Towed / Escorted		Left	Right							
Sleeping Components											Ship Paper / Manifest						
Exhaust											HM License						
Low Air Warning Device											Placards						
Air Loss Unapplied											Packaging						
Brake Adjustment											Labels						
Brake Drums / Shoes											Loading / Securement						
Filter / Air Part											Comp / Portable Tanks						
Fuel System											Safety Equipment						
Lights Stop / Turn											CODES	RO?	HW?				
Combustion Device											<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Wheels											<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Tires											<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Suspension											Placards Required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No HM CODES A - 1.1 (Explosives) I - 2.3 (Poison Gas) Q - 6.1 (Pol. PG II) B - 1.2 (Explosives) J - 3 (Flam. Liquid) R - 5.2 (Inec. Sub.) C - 1.3 (Explosives) K - 4.1 (Flam. Solid) S - 7 (Radioactive) D - 1.4 (Explosives) L - 4.2 (Spont. Comb.) T - 8 (Corrosive) E - 1.5 (Explosives) M - 4.3 (Dang. w/Wet) U - 9 (Misc.) F - 1.6 (Explosives) N - 5.1 (Oxidizer) V (Combustible Liquid) G - 2.1 (Flam. Gas) O - 3.2 (Org. Perox.) W (ORM-D) H - 2.2 (Nonflam. Gas) P - 6.1 (Pol. PG I & II) X (Other)						

NO. 215s ISSUED	CHP 215 NO.	OFFICER ID NO.	REGULATED VEHICLE	REVIEWED BY	ID NO.
NO. 281s ISSUED	CHP 281 NO.	OWNER'S RESPONSIBILITY	RESPONSIBLE PERSON		
		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

COMMENTS

*Hi James mcp
app for loss above #34 (plate)
if mcp is working better mcp*

OK 4-21-09 #12416

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THE FORM.	I have acknowledged that I have reviewed and received a copy of this report.	DRIVER'S SIGNATURE <i>[Signature]</i>
---	--	--

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
 CHP 234B (Rev. 7-09) OPI 062

AREA NUMBER	COMPANY	CA NUMBER	DOT NUMBER	LEGEND P = Pass F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN
GVWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX) <input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		VC	P	F		VC
		Current Registration	4000			Parking Brake	26451
		Headlights	24400			Windshield	26700
		Beam Indicator	24408			Windshield Wipers	26706
		Tail Lamps	24600			Mirrors	26709
		License Plate Lamp	24601			Horn	27000
		Stop Lamps	24603			Exhaust System	27150
		Rear Lamps W/Cord	24605			Fuel Cap	27155
		Backup Lamps (1969+)	24606			Tire Tread	27465
		Reflectors, Rear	24607			Fenders/Mud Guards	27600
		Reflectors, Front and Side (1968+)	24608			Broom	27700
		Turn Signals	24951			Shovel	27700
		Clearance Lamps (>80" Wide)	25100			Fire Extinguisher 4B, C Rating	27700
		Amber Warning Lights	25253			Safety Chains	29004
		Warning Devices (Reflectors)	25300			Signs	27907
		Service Brakes	26311				

SERVICE AND OTHER EQUIPMENT

Flashlight	Hydraulic Jack
Wrecking Bar (Large Pry Bar)	Metric and Standard Lug Wrenches
Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.	Rubber Mallet / Hub Cap Tool
Trash Cans W/Absorbent	Lockout Tools (Classes A and B)
Shop Rags/Paper Towels	Motorcycle Straps (Class A)
Shop to Truck Communications (Cell phones / 2-way radio)	Sledge Hammer
Fuel in Approved Containers (Classes A and B)	Tool Kit
Booster Battery or Hot Box	ANSI Class III Safety Attire

TOWING EQUIPMENT

Rating Plates	Wrecker Controls
Controls Labeled	Throttle Control
Wrecker Boom Assembly	Hydraulic Rams, Hoses, Valves
Wheel Lift Assembly	Cable Sheaves
Body and Towing Equipment Mounting Bolts	Recovery Chain
Winch: _____ Type: _____	

WHEEL LIFT

Pivot Pin	Cradle/Straps
Wheel Tie Down Straps	Grid/Fork
"L" Arms	Claw

CONVENTIONAL

Tow Sling Assembly (Check for bent inner tubes)	Sling Pads
---	------------

CAR CARRIER

Carrier Sub Frame	Bed Safety Lock
Bed Pivot Pin	Slide Pads

VEHICLE SAFETY

Steering	Suspension
Frame	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE
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Destroy Previous Editions

Chp234B_0709.pdf

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) Manuel Acosta	DATE OF BIRTH [REDACTED]
--	-----------------------------

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY):

Jesus Lopez

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

COMPANY NAME Pepe's Towing Service	JOB TITLE/CLASSIFICATION Owner			
DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE 08/19/2013	LICENSE CLASS A	ENDORSEMENTS YES

MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG/ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
--	-------------------------------------	---

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:



Class A: 27 Class B: Class C: Class D:

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--

IF YES, EXPLAIN CIRCUMSTANCES, INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE 	DATE 02/15/2010
TOW DRIVER'S SIGNATURE 	DATE 02/15/2010

RECEIVING OFFICER'S NAME	ID NUMBER	DATE
--------------------------	-----------	------

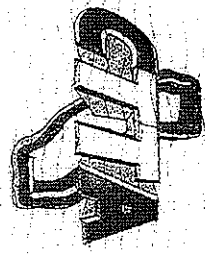
FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

* PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

CALIFORNIA TOW TRUCK ASSOCIATION
Certificate of Achievement



THIS CERTIFIES THAT

Manuel Acosta

HAS SUCCESSFULLY COMPLETED THE COURSE
HEAVY DUTY LEVEL VI

ISSUED BY THE
CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

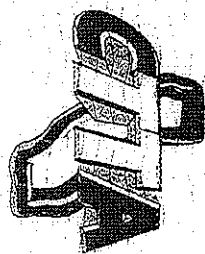
PRESENTED: 9/28/2008

CERTIFICATE NO. IE6-12482

EXPIRES: 9/29/2011

A handwritten signature in cursive script, appearing to read 'Steve Cardinale'.

Steve Cardinale, Training Director



Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) **Marcos Villalobos** DATE OF BIRTH [REDACTED]

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

COMPANY NAME **Pepe's Towing Service** JOB TITLE/CLASSIFICATION **Tow Driver Manager on Commercial**

DRIVER LICENSE NUMBER [REDACTED] STATE **CA** EXPIRATION DATE **05/04/2011** LICENSE CLASS **C** ENDORSEMENTS

MEDICAL CERTIFICATE YES NO MEDICAL CERTIFICATE EXPIRATION DATE OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? YES NO

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES.

Class A: **10** Class B: Class C: Class D:

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? YES NO OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? YES NO

IF YES, EXPLAIN CIRCUMSTANCES, INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

[REDACTED]
DUI in 1991 or 1992.
Domestic Violence not sure of date around 03/1994 in Los Angeles County.

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE DATE

02/14/2010

TOW DRIVER'S SIGNATURE DATE

02/14/2010

RECEIVING OFFICER'S NAME ID NUMBER DATE

FOR CHP USE ONLY

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

* PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Certificate of Completion

Presented to

MARCOS VILLALBOS

Operating Procedures Light Duty

June 19, 2007

Date

Don Elbert

Contract Station Instructor

FRS Group Manager

Contract Station Instruction Manager

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)

JOSE ADOLFO CAZARES

DATE OF BIRTH

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

COMPANY NAME

PEPES TOWING INC.

JOB TITLE/CLASSIFICATION

TOW DRIVER

DRIVER LICENSE NUMBER

STATE

EXPIRATION DATE

LICENSE CLASS

ENDORSEMENTS

CA

11/29/13

A

TN

MEDICAL CERTIFICATE

MEDICAL CERTIFICATE EXPIRATION DATE

YES NO

YES NO

OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM?

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:

Class A: 15

Class B:

Class C:

Class D:

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?

YES NO

OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?

YES NO

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

RECKLESS DRIVING

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE

DATE

TOW DRIVER'S SIGNATURE

02/15/2010

DATE

RECEIVING OFFICER'S NAME

ID NUMBER

02/15/2010

DATE

FOR CHP USE ONLY:

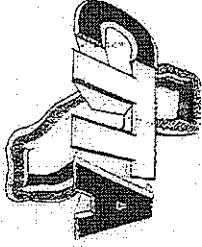
APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

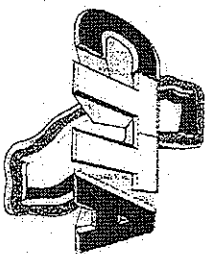
* PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

Chp234F_0709.pdf



CALIFORNIA TOW TRUCK ASSOCIATION
 Certificate of Achievement



THIS CERTIFIES THAT

Jose Cazares

HAS SUCCESSFULLY COMPLETED THE COURSE
HEAVY DUTY LEVEL VI

ISSUED BY THE
 CALIFORNIA TOW TRUCK ASSOCIATION
 EDUCATION PROGRAM

PRESENTED: 3/14/2010

CERTIFICATE NO. IE-6-12794

EXPIRES: 3/14/2013

Steve Cardinale

Steve Cardinale, Training Director

California Tow Truck Association
 "promoting professionalism in the towing industry"

Heavy Duty Level 6 Training

Tow Operator:

Jose Cazares

Issued: 3/14/2010
 Certificate #: 12794
 Expires: 3/14/2013



TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST)

Inocencio Navarro

DATE OF BIRTH

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

Lorenzo Navarro

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

COMPANY NAME

Pepe's Towing Service

JOB TITLE/CLASSIFICATION

General Manager

DRIVER LICENSE NUMBER

STATE
CA

EXPIRATION DATE
11/07/2012

LICENSE CLASS
C

ENDORSEMENTS

MEDICAL CERTIFICATE

YES NO

MEDICAL CERTIFICATE EXPIRATION DATE

OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM?

YES NO

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:

Class A:

Class B:

Class C: 32

Class D:

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?

YES NO

OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?

YES NO

IF YES, EXPLAIN CIRCUMSTANCES, INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

1983 Receiving stolen property (paid fine)

1994 DUI Riverside County

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE

DATE

TOW DRIVER'S SIGNATURE

DATE

RECEIVING OFFICER'S NAME

ID NUMBER

DATE

FOR CHP USE ONLY

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

* PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

Chp234F_0709.pdf

Certificate of Completion

Presented to

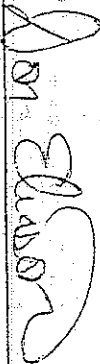
INNOSENCIO NAVVARRO

Operating Procedures Light Duty


APRIL 24, 2007

Date

Tow & Service Instructor



Tow & Service Instruction Manager



FRS Group Manager



PEPE'S HISTORY

Pepe's began as a sole proprietorship in Los Angeles, CA, January of 1979. Through reliable service and integrity Pepe's was able to expand its offerings as well as increase its fleet and staff. In 1992 Pepe's incorporated and the two share holders, brothers Manual Acosta and Jose Acosta remain as owners today. Pepe's now operates 8 tow yards and over 70 trucks with a staff of 71 employees. Pepe's provides service to more than 20 law enforcement agencies spanning all of the Inland Empire and Los Angeles. As the largest service provider in San Bernardino and Riverside counties for the Freeway Service Patrol Program, Pepe's maintains a strong reputation for quick and reliable service.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/7/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CISNEROS INSURANCE AGENCY 21900 Barton Rd #106 Grand Terrace, CA 92313 License#: 0D64422		CONTACT NAME Adrian Cisneros PHONE (A/C No. Ext.) (909) 777-0005 FAX (A/C No.) (909) 498-7315 E-MAIL acisneros@farmersagent.com ADDRESS PRODUCER CUSTOMER ID#	
INSURED Pepe's Towing, Inc. 14351 Veterans Way Moreno Valley, CA 92553		INSURER(S) AFFORDING COVERAGE INSURER A: COMPANION PROPERTY & CASUALTY INSURANCE CO NAIC# 12157 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	


COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL INSR	SURR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE \$ <input type="checkbox"/> RETENTION \$						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$ EACH OCCURRENCE \$ AGGREGATE \$ \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> Y ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	Y	CPCA10435	04/01/10	04/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 301, Additional Remarks Schedule, if more space is required)

Certificate Holder same as additional insured.
Certificate of Workers Compensation Insurance
Waiver of Subrogation Applies, If required by written contract

CERTIFICATE HOLDER City of Moreno Valley 14177 Frederick St Moreno Valley, CA 92553	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS AUTHORIZED REPRESENTATIVE 
---	--

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/07/2010

PRODUCER (818) 841-4111
Commercial Best Insurance Services, Inc.
601 S. Glenoaks Blvd., Ste.201

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

Burbank CA 91502-

INSURERS AFFORDING COVERAGE NAIC #

INSURED
Pepe's, Inc.
Pepe's Towing Service
14351 Veterans Way
Moreno Valley CA 92553-

INSURER A: State National Ins. Co. 12831
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR/ADD'L LTR/INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	TIP-002545	10/15/2009	10/15/2010	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC		/ /	/ /	
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	TIP-002545	10/15/2009	10/15/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO		/ /	/ /	AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$		/ /	/ /	EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below		/ /	/ /	WC STATUTORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	OTHER Garagekeepers DP On-Hook / Cargo	TIP-002545 TIP-002545	10/15/2009 10/15/2009	10/15/2010 10/15/2010	500,000 \$100,000 ea 250,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENTS/SPECIAL PROVISIONS

CERTIFICATE HOLDER

() - () -
City of Moreno Valley
14177 Frederick St
Moreno Valley CA 92553

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 030 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE

References

Freeway Service Patrol:
Herald Tupper (D1) (951)377-5198

Fontana PD:
Joe Moreno (951)906-5322

Rialto PD:
Corporal Smith (951)415-7144

Colton PD:
Officer Gomez (951)212-7721

Riverside PD:
Dawn Siglar (951)353-7986

Riverside CHP:
Albert Graciano (951)637-8000

Rancho Sheriff:
Steve Guist: (909) 815-8558

Highland Sheriff:
Terry (909)425-9793

Central Sheriff:
Sgt. Joe Palomino (909)387-3520

Fontana Sheriff:
Karl Chappon (909)559-8274

Riverside Sheriff:
Dennis Gutierrez (951) 955-2600



OCCUPATIONAL SAFETY & HEALTH
2010

(IIPP) Injury and Illness Prevention Programs. are now in effect and in place at Pepe's Towing Facilities. This occupational training manual has been made available and mandatory by law in the State of California reference Senate Bill 198 of 1989. It is mandatory for the entire staff within Pepe's Towing Facilities to read this manual and participate in formal training every quarter (6 months). The program administrator or designee shall assure that supervisors receive training on recognizing the safety and health hazards to which employees under their immediate direction and control may be exposed.

POLICY:

Pepe's Towing will institute and administer a comprehensive and continuous occupational Injury and Illness Prevention Program (IIPP) for all employees. The health and safety of the individual employee, whether in the field, factory or office, takes precedence over all other concerns. Management's goal is to prevent accidents, to reduce personal injury and occupational illness, and to comply with all safety and health standards.

RESPONSIBILITY:

The Program Administrator, Mr. David R. Chavez, has the authority and is responsible for overall management and administration of the Injury and Illness Prevention Program. All supervisors are responsible for carrying out the IIPP in their work areas. A copy of the IIPP shall be available from each supervisor, who can answer employee questions about the program.

EMPLOYEE COMPLIANCE:

Employees who follow safe and healthful work practices will have this fact recognized and documented on their performance reviews.

Employees who are unaware of correct safety and health procedures will be trained or retrained (see Training section).

COMMUNICATION:

Matters concerning occupational safety and health will be communicated to employees by means of written documentation, staff meetings, formal and informal training and posting.

1303 E. Victoria Avenue
San Bernardino, CA 92408
(909) 796-4004

2000 W. Key Street
Colton, CA 92324
(951) 682-5682

8828 Beech Avenue
Fontana, CA 92337
(909) 357-3452

2775 N. Locust Avenue
Rialto, CA 92377
(909) 877-8397

Exception: Employers with fewer than 10 employees shall be permitted to communicate to and instruct employees orally in general safe work practices, with specific instructions regarding hazards unique to the employees job assignments.

INSPECTIONS:

Each supervisor and/or safety representative will conduct inspections/investigations to identify unsafe work conditions and practices:

1. Once per month in all work areas
2. Whenever new substances, processes, procedures or equipment introduced into the workplace present a new occupational safety and health hazard.
3. Whenever the supervisor/safety representative is made aware of a new or previously unrecognized hazard.

The HAZARD CHECKLIST OR HAZARD ASSESSMENT FORM will be used to document these inspections/investigations.

NOTIFICATION:

Program Administrator, **Mr. David R. Chavez** shall be contacted at the time of any accident, question and or concern reference occupational safety. Mr. Chavez will return all calls immediately. If Mr. Chavez is out of the area, he will notify Owner Mr. Manny Acosta, or General Manager, Mr. Lorenzo Navarro, 24 hours prior to departure. The following are numbers that Mr. Chavez can be contacted at:

Office / Fax: (909)783-1547
Cellular: (909)538-2225



California Highway Patrol Retired • San Bernardino Area

David R. Chavez

Occupational & Traffic Safety Consultant

INTRODUCTION

Objective

Introduce myself to the local business environment and offer my services in the fields of Occupational and Traffic Safety. I retired in February 2000, after a thirty-year career from the California Highway Patrol as a California Highway Patrol Officer.

I was an Occupational Safety Officer for the CHP for the last fifteen years of my career. It was part of my responsibilities as an Association Representative for the CHP.

I began my own business in February 2000 after I realized that there was a definite need in both of these fields. Private Industry does not appear to have the personnel to assign such duties on a full time basis.

Thirty years with the California Highway Patrol offers such opportunities in dealing with safety issues every single day. Selling and teaching safety is our expertise in assisting the local population of the everyday hazards to exist in today's workplace.

Experience

2000 to Present

Occupational Safety Consultant

Inland Empire, CA

Consultant

- Establish safety needs of the company
- Introduce fundamental OSHA standards for the general industry
- Discuss and make available OSHA policies and procedures
- Develop a safety and health management system
- Provide fundamental training to all personnel
- Encourage safety communication
- Compliance
- Incident reporting and investigations
- Safety Meetings with personnel participation
- On-site safety inspections

22525 Robin Way • Grand Terrace, CA 92313
Bus/Fax: (909) 783-1547 • Cell: (951) 538-2225 • Email: DRChavez7438@aol.com

1970 to 2000

California Highway Patrol Inland Empire, CA

California Highway Patrol Officer

- Patrol Officer
- Recruiter
- KCLA Radio Station – Spanish Information Officer
- Occupational Safety Advisor
- Employed effective investigation and interview techniques
- Analyze accidents
- Bilingual certification officer
- Associate instructor at the San Bernardino Sheriff's Academy
- Public Affairs Officer
- California Highway Patrol Association Representative
- Peer Support Officer
- Trauma Counselor

Education

Riverside Polytechnic High School

- Graduated 1961

California Highway Patrol Academy

- Completed 1970

Police Officers Standards of Training (P.O.S.T)

- Basic, Intermediate & Advance

1970 Riverside City College, Riverside, California

- A.S., Police Science

1973 University of Los Angeles, Los Angeles, California

- Life Time Community College Credential

1976 Pepperdine University, Malibu, California

- B.S., Public Management

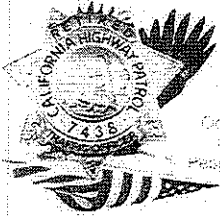
1979 University of Southern California, Los Angeles, California

- M.P.A., Public Administration & Traffic Safety Systems

1970 to 2000 California Highway Patrol Academy, Sacramento, Ca

- Numerous academy classes and certification

2000 to present OSHA classes offered through Rockhurst University



California Highway Patrol
San Bernardino Area

David R. Chavez, MPA

Occupational & Team Safety Consultant
OSCO - Masters Program Academic
Personnel - Bachelor's and Management

12625 Robin Way
Grand Terrace, CA 92515

Tel: Bus Fax (909) 763 1547
Cell (951) 834 2226
Email DRChavez7438@aol.com

PEPE'S

Towing Service

918 S. Boyle Ave., Los Angeles
2008 W. Key Street, Colton
8828 Beech Ave., Fontana
2775 N. Locust Ave., Rialto
1303 E. Victoria Ave., San Bernardino



David R. Chavez
Occupational Safety Consultant
909- 682-5682

Pepe's Website www.pepestow.com

**ATTACHMENT D
APPLICATION FOR TOW SERVICE AGREEMENT**

Please complete this application; attach clear, current copies of the business license, towing insurance, and tow truck registration(s); and return to the Station of Application with your response to the Tow Service Agreement RFP.

COMPANY NAME: Pepe's Towing Service
 COMPANY ADDRESS: 14351 Veterans Way Moreno Valley Ca 92553
Street City State Zip

MAILING ADDRESS (IF DIFFERENT FROM COMPANY): _____
Street/P.O. Box City

STORAGE FACILITY ADDRESS: 14351 Veterans Way Moreno Valley
Street City

COMPANY PHONE: (951) 653-2423
Area Code

OWNER INFORMATION

NAME: Manuel Acosta
 HOME ADDRESS: _____
 HOME PHONE: (909) 795-0890 CELLULAR PHONE: (951) 232-2452
 SOCIAL SECURITY NUMBER: _____
 PAGER: () _____ DATE OF BIRTH: _____
 CDL: _____

VEHICLE INFORMATION

List the make, model, license plate number, type, and class of tow truck(s):

MAKE	MODEL	LICENSE NUMBER	TYPE	CLASS	GVWR
See Attachment					

DRIVER(S) INFORMATION

NAME	D.O.B.	C.D.L.	Soc. Sec. #
See Attachment			

APPLICATION FOR TOW SERVICE AGREEMENT
PAGE 2

- | | Yes | No |
|---|-------------------------------------|-------------------------------------|
| 1. Currently established on CHP Tow Rotations? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 2. Auto Club Affiliations? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Do you have 24-hour service? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 4. Have you or anyone financially involved with your company ever been convicted of a felony involving stolen or embezzled vehicles, stolen property, fraud related to any towing business? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 5. Is your storage yard fenced? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 6. Is secure storage available? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
| 7. Are your storage facilities alarmed? | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Do you or any member of your family operate another tow company currently operating within San Bernardino County? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 9. Do you share any facility (or portion thereof) with another tow company?... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If the answer to any of the above questions is yes, please provide a detailed description (i.e.; club name, name and type of felony, name of family operated tow company).

10. Primary storage address: Owned Leased Rented
11. Secondary storage address: Owned Leased Rented
12. HOURLY RATE:

Class A \$ 200.00	Class B \$ 225.00	Class C \$ 315.00	Class D \$ 330.00
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INSIDE STORAGE RATES:

Class A \$ 50.00	Class B \$ 53.00	Class C \$ 55.00	Class D \$ 50.00
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OUTSIDE STORAGE RATES:

Class A \$ 45.00	Class B \$ 48.00	Class C \$ 50.00	Class D \$ 50.00
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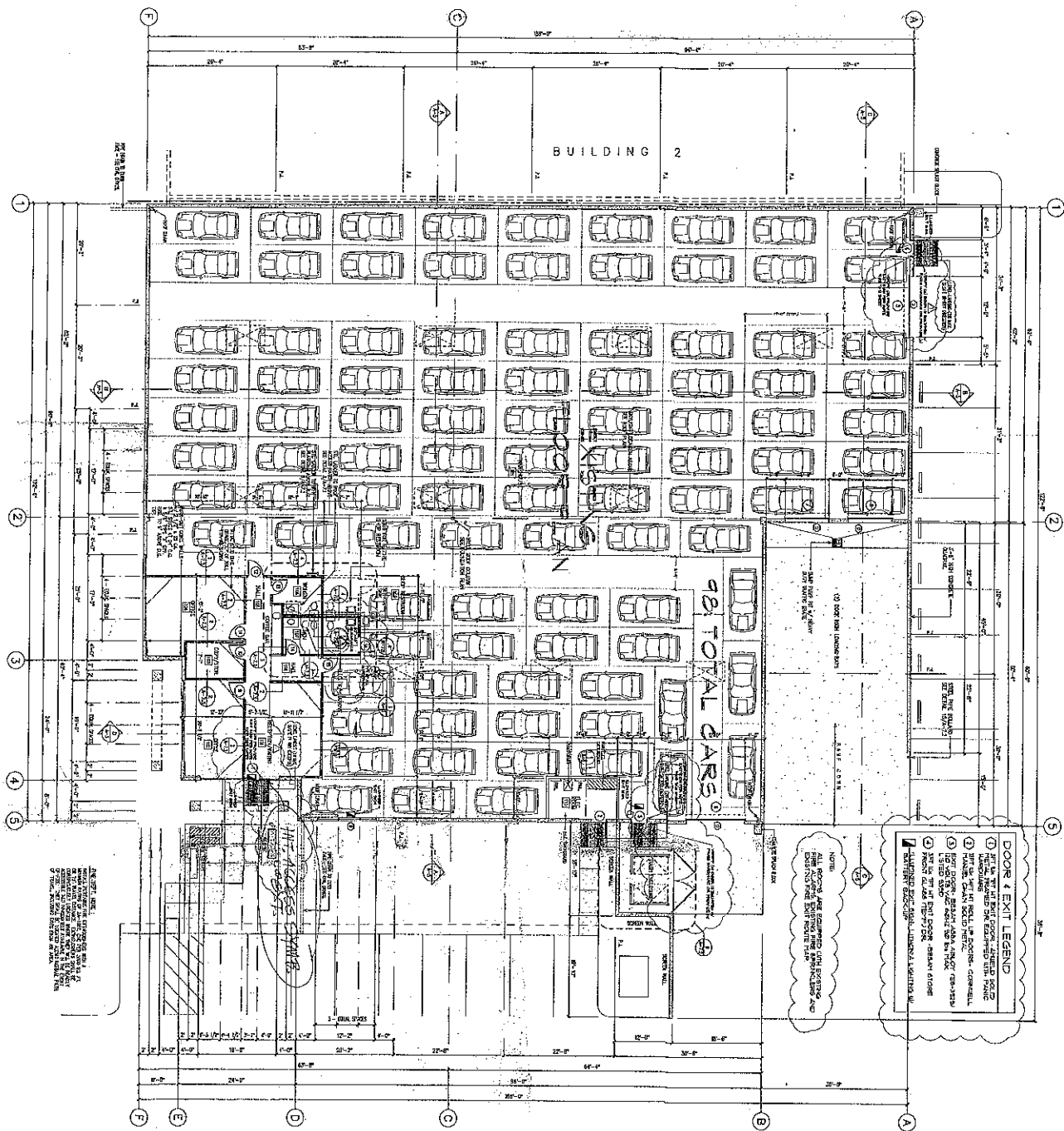
13. Years in the towing business? 32 (Years)

I declare under penalty of perjury that the above information is true and correct.

OWNER'S SIGNATURE

DATE

NOTE: Make clear copies for submittal; all paperwork submitted will become the sole property of the station and will not be returned.

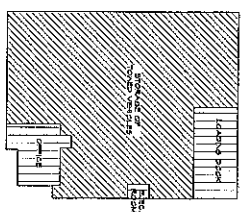


DOOR & EXIT LEGEND

1. DOOR TO BE KEPT IN HOLD-OPEN POSITION.
2. DOOR TO BE KEPT CLOSED AT ALL TIMES.
3. DOOR TO BE KEPT CLOSED AT ALL TIMES EXCEPT FOR EMERGENCY EGRESS.
4. DOOR TO BE KEPT CLOSED AT ALL TIMES EXCEPT FOR EMERGENCY EGRESS.
5. DOOR TO BE KEPT CLOSED AT ALL TIMES EXCEPT FOR EMERGENCY EGRESS.

NOTE: ALL DOORS ARE TO BE KEPT CLOSED AT ALL TIMES EXCEPT FOR EMERGENCY EGRESS.

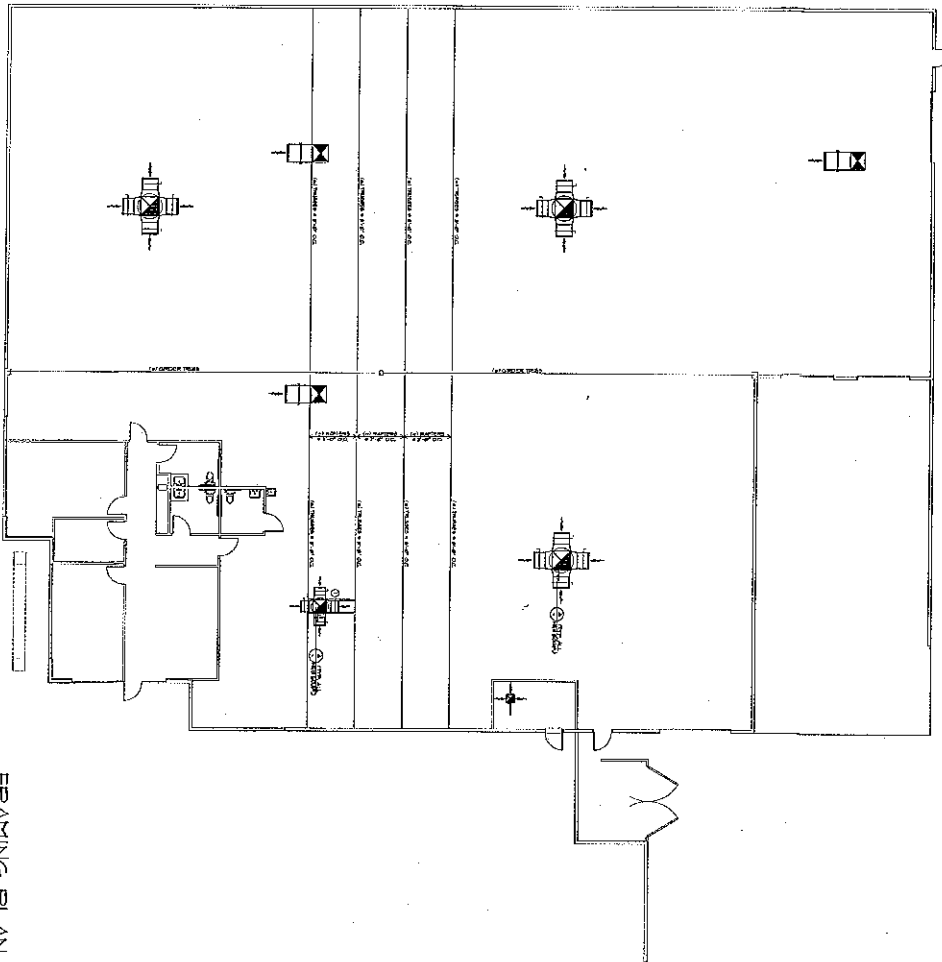
- NOTES:**
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.
 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.
 3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
 4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL AREAS AT ALL TIMES.
 5. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT AND ENGINEER.
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.
 7. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE PERMITS AND ALL APPLICABLE CODES AND REGULATIONS.
 8. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL AREAS AT ALL TIMES.
 9. ALL MATERIALS AND METHODS SHALL BE APPROVED BY THE ARCHITECT AND ENGINEER.
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.



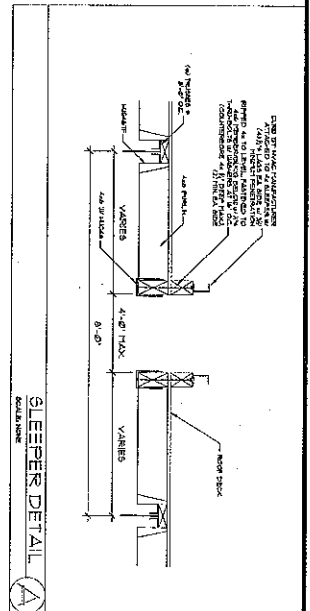
EXIT SIGN NOTES:

EXIT SIGN SHALL BE PROVIDED BY A QUALIFIED INSTALLER ON ONE TO TWO FEET ABOVE THE FINISHED FLOOR SURFACE. THE SIGN SHALL BE ILLUMINATED AND SHALL BE VISIBLE FROM ALL DIRECTIONS. THE SIGN SHALL BE MOUNTED ON A WALL OR CEILING. THE SIGN SHALL BE MAINTAINED IN GOOD WORKING ORDER AT ALL TIMES. THE SIGN SHALL BE REPLACED IMMEDIATELY IF IT IS DAMAGED OR BURNED OUT. THE SIGN SHALL BE TESTED AND MAINTAINED IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS.

**THIS SUBMITTAL
PROPOSED
OCCUPANCY/USE**



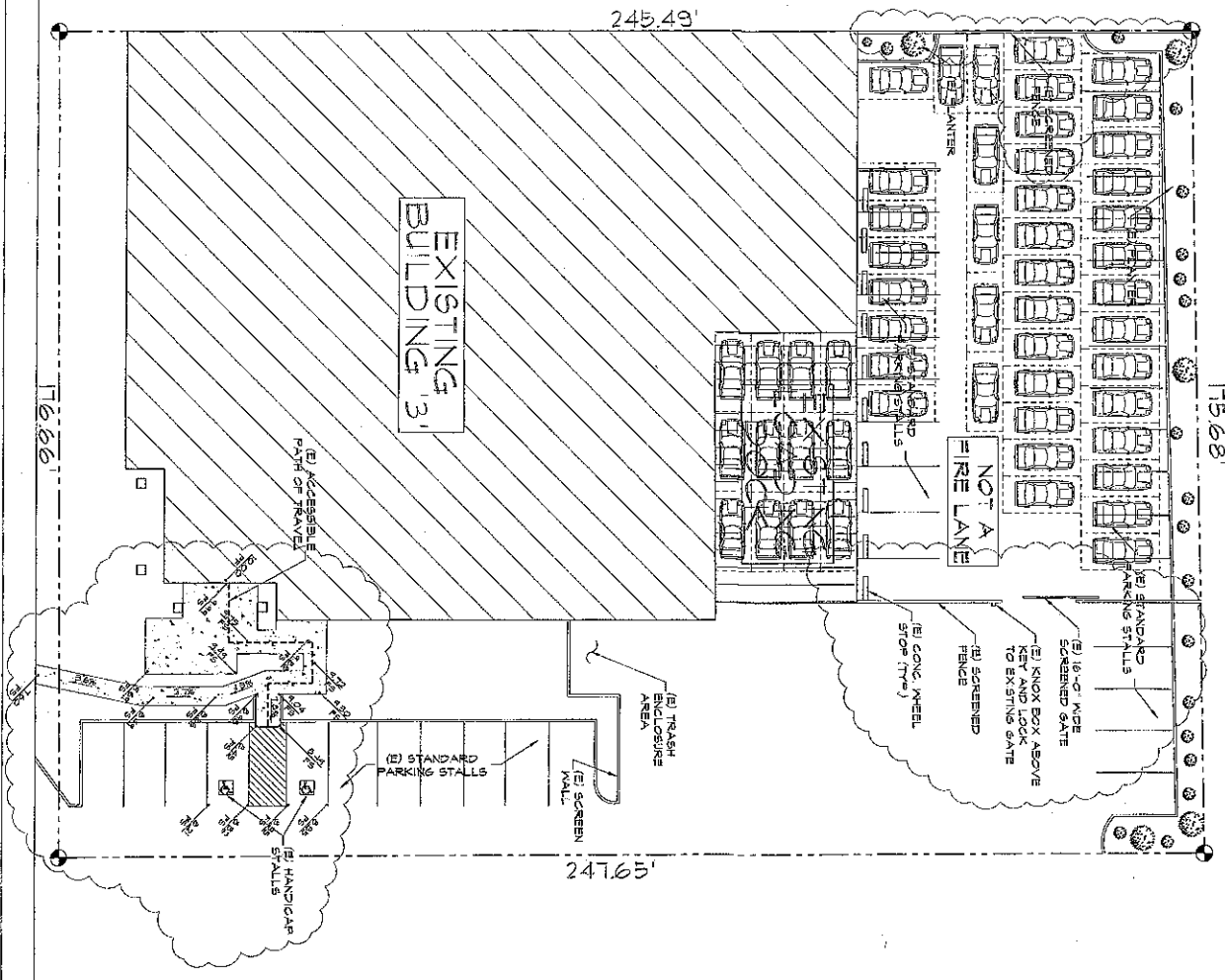
FRAMING PLAN
SCALE: 1/8"=1'-0"



SLEEPER DETAIL A

	Project/Client/Job Address Tenant Improvement Pepe's Towing Service 14351 Veterans Way Moreno Valley, CA 92553	Sheet No. FRAMING PLAN	Date 12/20/2017	Project No. 17-001	Designer EW-Webb Engineering Inc. 1200 Colorado Ave. Ste. E-7 Riverside CA 92507 (951) 788-2075	Scale 1/8"=1'-0"	Title FRAMING PLAN	Project Location 14351 Veterans Way, Moreno Valley, CA 92553	Project Description Tenant Improvement for Pepe's Towing Service	Project Status Final	Project Manager EW-Webb Engineering Inc.
	Item No. G.3	Drawing No. 17-001-FR-01	Revision No. 0	Revision Description 	Revision Date 	Revision By 	Revision Check 	Revision Date 	Revision By 	Revision Check 	Revision Date

Item No. G.3



VETERANS WAY

ENLARGED SITE PLAN
SCALE 1/8"=1'-0"

GRAPHIC SCALE



Item No. G.3

Tenant Improvement
for
Pepe's Towing Service
14351 Veterans Way
Moreno Valley, CA 92553

ENLARGED
SITE PLAN

EW-Webb Engineering Inc.
1200 Columbia Ave. Ste. E-7
Riverside CA 92507
(951) 789-2075

-830-

NO.	DATE	DESCRIPTION
1	05/20/2018	PLAN CHECK CORRECTIONS
2	05/22/2018	REVISED PER COMMENTS
3	05/23/2018	REVISED PER COMMENTS

MORENO VALLEY ROTATIONAL TOW SERVICES

RFP CHECKLIST RESPONSES

October 21, 2010

1. A Current copy of the City of Moreno Valley business license is attached.
2. A Copy of our financial interest statement is attached.
3. A Copy of the RFP submittal cover page is attached.
4. Requested copies of the site plan are included.
5. A list of all vehicle equipment is attached.
6. A list of all supervisory and Office personnel and contact information is attached.
7. A copy of our liability insurance certification is attached.

Included, but not listed is a copy of the DVR system manual used at the 14351 Veterans Way address which was emailed on 10/20/10 to Lori Schiefelbein with receipt confirmed.

Also included is an addendum to our original submission regarding suspensions and terminations of contracts.

CITY OF MORENO VALLEY

BUSINESS LICENSE TAX RECEIPT

The person, firm or corporation named below has paid the appropriate fees to the City and is hereby granted this business license tax receipt for the business described below. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of any law or ordinance. The City does not pass on the qualifications of the holder of this business license tax receipt.

Business Name: Pepes Towing, Inc
Business Location: 14351 W Veterans Way, Moreno Valley, CA 92553
Business Owner: Pepes Towing, Inc
Manuel Acosta

BUSINESS TYPE: 472

Description: Towing And Vehicle Storage (Not On Rotational Tow)

PEPES TOWING, INC
14351 W VETERANS WAY
MORENO VALLEY, CA 92553

BUSINESS LICENSE #: 21087

Effective Date: January 01, 2010

Expiration Date: December 31, 2010



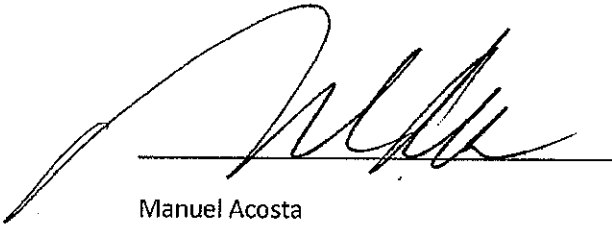
Steve Elam
Financial & Administrative Services Director

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

FINANCIAL INTEREST OR AFFILIATION STATEMENT

Pepe's Inc. nor any of its share holders or officers have any interest in any other tow company in the City of Moreno Valley. Pepe's Inc. nor any of its share holders or officers have any interest or affiliation with other applicants of the Rotational Tow Program for the City of Moreno Valley.



Manuel Acosta

10-21-10

Date

PEPE'S

Towing Service

14351 VETERANS WAY
MORENO VALLEY, CA 92553
(951) 682-5682

2010

Tow Service Proposal

Contact: LAURREN KENNEDY

CITY OF MORENO VALLEY
14177 FREDERICK STREET
MORENO VALLEY, CA 92552
ATTENTION: RICK HARTMAN



MANUEL ACOS-834-

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
 CHP 234B (Rev. 7-09) OPI 062

AREA NUMBER	COMPANY	CA NUMBER	DOT NUMBER	LEGEND
	PEPE'S TOWING SERVICE- MORENO VALLEY	0117433		P = Pass F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN
2005	Freightliner	M2	PEPTOW1	1FVACWCS75HU55579
GWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)			
25,500	<input checked="" type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER			

**REQUIREMENTS FOR ALL CLASSES
 CALIFORNIA VEHICLE CODE REQUIREMENTS**

P	F		VC	P	F		VC
X		Current Registration	4000 VC	X		Parking Brake	26451 VC
X		Headlights	24400 VC	X		Windshield	26700 VC
X		Beam Indicator	24408 VC	X		Windshield Wipers	26706 VC
X		Tail Lamps	24600 VC	X		Mirrors	26709 VC
X		License Plate Lamp	24601 VC	X		Horn	27000 VC
X		Stop Lamps	24603 VC	X		Exhaust System	27150 VC
X		Rear Lamps W/Cord	24605 VC	X		Fuel Cap	27155 VC
X		Backup Lamps (1969+)	24606 VC	X		Tire Tread	27465 VC
X		Reflectors, Rear	24607 VC	X		Fenders/Mud Guards	27600 VC
X		Reflectors, Front and Side (1968+)	24608 VC	X		Broom	27700 VC
X		Turn Signals	24951 VC	X		Shovel	27700 VC
X		Clearance Lamps (>80" Wide)	25100 VC	X		Fire Extinguisher 4B, C Rating	27700 VC
X		Amber Warning Lights	25253 VC	X		Safety Chains	29004 VC
X		Warning Devices (Reflectors)	25300 VC	X		Signs	27907 VC
X		Service Brakes	26311 VC				

SERVICE AND OTHER EQUIPMENT

X		Flashlight		X		Hydraulic Jack	
X		Wrecking Bar (Large Pry Bar)		X		Metric and Standard Lug Wrenches	
X		Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.		X		Rubber Mallet / Hub Cap Tool	
X		Trash Cans W/Absorbent		X		Lockout Tools (Classes A and B)	
X		Shop Rags/Paper Towels		X		Motorcycle Straps (Class A)	
X		Shop to Truck Communications (Cell phones / 2-way radio)		X		Sledge Hammer	
X		Fuel in Approved Containers (Classes A and B)		X		Tool Kit	
X		Booster Battery or Hot Box		X		ANSI Class III Safety Attire	

TOWING EQUIPMENT

X		Rating Plates		X		Wrecker Controls	
X		Controls Labeled		X		Throttle Control	
X		Wrecker Boom Assembly		X		Hydraulic Rams, Hoses, Valves	
X		Wheel Lift Assembly		X		Cable Sheaves	
X		Body and Towing Equipment Mounting Bolts		X		Recovery Chain	
X		Winch:	Type:				

WHEEL LIFT

X		Pivot Pin		X		Cradle/Straps	
X		Wheel Tie Down Straps		X		Grid/Fork	
X		"L" Arms		X		Claw	

CONVENTIONAL

X		Tow Sling Assembly (Check for bent inner tubes)		X		Sling Pads	
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CAR CARRIER

X		Carrier Sub Frame		X		Bed Safety Lock	
X		Bed Pivot Pin		X		Slide Pads	

VEHICLE SAFETY

X		Steering		X		Suspension	
X		Frame		X		Wheels	

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE
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TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F		P	F	
X		Minimum 14,000 Pound GVWR Chassis	X		Tow Sling "Minimum" 3,000 Pounds (if equipped)
X		4-Ton Recovery Equipment Rating	X		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
X		One 4-Ton Snatch Block	X		Safety Chains 5/16" Alloy or OEM Specifications
X		Tow Dolly	X		Wheel Lift Rating - Extended 3,000 Pounds
X		Steering Wheel Securement Device	X		Adequate Crossbeams, 4"X4"X60"
X		Wheel Lift Safety Straps	X		100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

		Minimum 14,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			Adequate Crossbeams or Adequate Ramping Material
		Loading Bridle with J/T Hook			

CLASS A CAR CARRIER TWO VEHICLE

X		Minimum 19,501 Pound GVWR Chassis	X		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
X		Loading Bridle with J/T Hooks	X		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
X		50' 3/8" 6 x 19 Wire Rope or OEM Specifications	X		Adequate Crossbeams or Adequate Ramping Material

CLASS B

		Minimum 26,001 Pound GVWR Chassis			Truck Hitch with 7,000 Pound Rating (if equipped)
		16-Ton Recovery Equipment Rating			Adequate Crossbeams = 4"x6"x48"
		150' 7/16" 6 x 19 Wire Rope or OEM Specifications			Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
		Safety Chains 1/2" Alloy or OEM Specifications			Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
		Two 8-Ton Snatch Blocks			Wheel Lift Safety Straps w/Tie-Down Straps or Chains
		Air Brakes or Hydraulic W/Air Hookup Package			Lift/Fork Adapters w/Tie-Down Straps or Chains
		Air Hoses and Fittings			Safety Tie-Down Chains and Binders
		Steering Wheel Securement Device			Aluminum Tow Angles (Minimum 2)
		Axle Covers/Caps			Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

		Minimum 33,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
		Loading Bridle with J/T Hooks			Adequate Cross Beams or Adequate Ramping Material
		Steering Wheel Securement Device			

CLASS C

		Minimum 48,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
		25-Ton Recovery Equipment Rating			4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
		200' 5/8" 6x19 Wire Rope or OEM Specifications			Pintle Hook
		Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
		Two 12-Ton Snatch Blocks			Under Lift Securement Safety Chains or Straps
		Air Brakes W/Air Hookup Package			Wheel Lift Safety Straps
		Air Hoses and Fittings			Lift/Fork Adapters
		Steering Wheel Securement Device			Aluminum Tow Angles (Minimum 2)
		Axle Covers/Caps			Safety Tie-Down Chains and Binders
		Tow Sling 12,000 Pound Rating (if equipped)			Tow Bar 12,000 Pound Rating

CLASS D

		Minimum 52,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
		35-Ton Recovery Equipment Rating			4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
		250' 3/4" 6x19 Wire Rope or OEM Specifications			Pintle Hook
		Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
		Two 12-Ton Snatch Blocks			Tow Bar 20,000 Pound Rating
		Air Brakes W/Air Hookup Package			Lift/Fork Adapters
		Air Hoses and Fittings			Aluminum Tow Angles (Minimum 2)
		Steering Wheel Securement Device			Safety Tie-Down Chains and Binders
		Axle Cover/Caps			Tow Sling with 20,000 Pound Rating (if equipped)
		Under Lift Securement Safety Chains or Straps			

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
----------------------------------	----------------------------	---------------------------

FORMULA

$$\frac{1}{2} \text{ FAW} \times \text{WB} \div \text{BY OH} = \text{MLC}$$

CLASS OF VEHICLE BASED ON THE MLC

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
 CHP 234B (Rev. 7-09) OPI 062

AREA NUMBER	COMPANY			CA NUMBER	DOT NUMBER	LEGEND
	PEPE'S TOWING SERVICE- MORENO VALLEY			0117433		P = Pass F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN		
2005	International	4300	PEPES14	1HTTMMMAAL75H110401		
GVWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)					
25,500	<input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAR CARRIER					

REQUIREMENTS FOR ALL CLASSES

CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		P	F	
X		Current Registration	X		Parking Brake
X		Headlights	X		Windshield
X		Beam Indicator	X		Windshield Wipers
X		Tail Lamps	X		Mirrors
X		License Plate Lamp	X		Horn
X		Stop Lamps	X		Exhaust System
X		Rear Lamps W/Cord	X		Fuel Cap
X		Backup Lamps (1969+)	X		Tire Tread
X		Reflectors, Rear	X		Fenders/Mud Guards
X		Reflectors, Front and Side (1968+)	X		Broom
X		Turn Signals	X		Shovel
X		Clearance Lamps (>80" Wide)	X		Fire Extinguisher 4B, C Rating
X		Amber Warning Lights	X		Safety Chains
X		Warning Devices (Reflectors)	X		Signs
X		Service Brakes			

SERVICE AND OTHER EQUIPMENT

X		Flashlight	X		Hydraulic Jack
X		Wrecking Bar (Large Pry Bar)	X		Metric and Standard Lug Wrenches
X		Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.	X		Rubber Mallet / Hub Cap Tool
X		Trash Cans W/Absorbent	X		Lockout Tools (Classes A and B)
X		Shop Rags/Paper Towels	X		Motorcycle Straps (Class A)
X		Shop to Truck Communications (Cell phones / 2-way radio)	X		Sledge Hammer
X		Fuel in Approved Containers (Classes A and B)	X		Tool Kit
X		Booster Battery or Hot Box	X		ANSI Class III Safety Attire

TOWING EQUIPMENT

X		Rating Plates	X		Wrecker Controls
X		Controls Labeled	X		Throttle Control
X		Wrecker Boom Assembly	X		Hydraulic Rams, Hoses, Valves
X		Wheel Lift Assembly	X		Cable Sheaves
X		Body and Towing Equipment Mounting Bolts	X		Recovery Chain
X		Winch:			
X		Type:			

WHEEL LIFT

X		Pivot Pin	X		Cradle/Straps
X		Wheel Tie Down Straps	X		Grid/Fork
X		"L" Arms	X		Claw

CONVENTIONAL

X		Tow Sling Assembly (Check for bent inner tubes)	X		Sling Pads
---	--	---	---	--	------------

CAR CARRIER

X		Carrier Sub Frame	X		Bed Safety Lock
X		Bed Pivot Pin	X		Slide Pads

VEHICLE SAFETY

X		Steering	X		Suspension
X		Frame	X		Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE
-----------------------------------	------	--------------------------

Destroy Previous Editions

Chp234B_0709.pdf

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F		P	F	
X		Minimum 14,000 Pound GVWR Chassis	X		Tow Sling "Minimum" 3,000 Pounds (if equipped)
X		4-Ton Recovery Equipment Rating	X		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
X		One 4-Ton Snatch Block	X		Safety Chains 5/16" Alloy or OEM Specifications
X		Tow Dolly	X		Wheel Lift Rating - Extended 3,000 Pounds
X		Steering Wheel Securement Device	X		Adequate Crossbeams, 4"X4"X60"
X		Wheel Lift Safety Straps	X		100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

		Minimum 14,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			Adequate Crossbeams or Adequate Ramping Material
		Loading Bridle with J/T Hook			

CLASS A CAR CARRIER TWO VEHICLE

X		Minimum 19,501 Pound GVWR Chassis	X		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
X		Loading Bridle with J/T Hooks	X		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
X		50' 3/8" 6 x 19 Wire Rope or OEM Specifications	X		Adequate Crossbeams or Adequate Ramping Material

CLASS B

		Minimum 26,001 Pound GVWR Chassis			Truck Hitch with 7,000 Pound Rating (if equipped)
		16-Ton Recovery Equipment Rating			Adequate Crossbeams = 4"x6"x48"
		150' 7/16" 6 x 19 Wire Rope or OEM Specifications			Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
		Safety Chains 1/2" Alloy or OEM Specifications			Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
		Two 8-Ton Snatch Blocks			Wheel Lift Safety Straps w/Tie-Down Straps or Chains
		Air Brakes or Hydraulic W/Air Hookup Package			Lift/Fork Adapters w/Tie-Down Straps or Chains
		Air Hoses and Fittings			Safety Tie-Down Chains and Binders
		Steering Wheel Securement Device			Aluminum Tow Angles (Minimum 2)
		Axle Covers/Caps			Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

		Minimum 33,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
		Loading Bridle with J/T Hooks			Adequate Cross Beams or Adequate Ramping Material
		Steering Wheel Securement Device			

CLASS C

		Minimum 48,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
		25-Ton Recovery Equipment Rating			4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
		200' 5/8" 6x19 Wire Rope or OEM Specifications			Pintle Hook
		Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
		Two 12-Ton Snatch Blocks			Under Lift Securement Safety Chains or Straps
		Air Brakes W/Air Hookup Package			Wheel Lift Safety Straps
		Air Hoses and Fittings			Lift/Fork Adapters
		Steering Wheel Securement Device			Aluminum Tow Angles (Minimum 2)
		Axle Covers/Caps			Safety Tie-Down Chains and Binders
		Tow Sling 12,000 Pound Rating (if equipped)			Tow Bar 12,000 Pound Rating

CLASS D

		Minimum 52,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
		35-Ton Recovery Equipment Rating			4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
		250' 3/4" 6x19 Wire Rope or OEM Specifications			Pintle Hook
		Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
		Two 12-Ton Snatch Blocks			Tow Bar 20,000 Pound Rating
		Air Brakes W/Air Hookup Package			Lift/Fork Adapters
		Air Hoses and Fittings			Aluminum Tow Angles (Minimum 2)
		Steering Wheel Securement Device			Safety Tie-Down Chains and Binders
		Axle Cover/Caps			Tow Sling with 20,000 Pound Rating (if equipped)
		Under Lift Securement Safety Chains or Straps			

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81-2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES

FORMULA

$$\frac{1}{2} \text{ FAW} \times \text{WB} \div \text{BY OH} = \text{MLC}$$
 CLASS OF VEHICLE BASED ON THE MLC

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 7-09) OPI 062

AREA NUMBER	COMPANY			CA NUMBER	DOT NUMBER	LEGEND
	PEPE'S TOWING SERVICE- MORENO VALLEY			0117433		P = Pass F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN		
1989	Peterbilt	Heavy Duty	PEPES23	1XP5DB9X0PD331426		
GVWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)					
54,000	<input checked="" type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER					

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		VC	P	F		VC
X		Current Registration	4000 VC	X		Parking Brake	26451 VC
X		Headlights	24400 VC	X		Windshield	26700 VC
X		Beam Indicator	24408 VC	X		Windshield Wipers	26706 VC
X		Tail Lamps	24600 VC	X		Mirrors	26709 VC
X		License Plate Lamp	24601 VC	X		Horn	27000 VC
X		Stop Lamps	24603 VC	X		Exhaust System	27150 VC
X		Rear Lamps W/Cord	24605 VC	X		Fuel Cap	27155 VC
X		Backup Lamps (1969+)	24606 VC	X		Tire Tread	27465 VC
X		Reflectors, Rear	24607 VC	X		Fenders/Mud Guards	27600 VC
X		Reflectors, Front and Side (1968+)	24608 VC	X		Broom	27700 VC
X		Turn Signals	24951 VC	X		Shovel	27700 VC
X		Clearance Lamps (>80" Wide)	25100 VC	X		Fire Extinguisher 4B, C Rating	27700 VC
X		Amber Warning Lights	25253 VC	X		Safety Chains	29004 VC
X		Warning Devices (Reflectors)	25300 VC	X		Signs	27907 VC
X		Service Brakes	26311 VC				

SERVICE AND OTHER EQUIPMENT

X		Flashlight		X		Hydraulic Jack	
X		Wrecking Bar (Large Pry Bar)		X		Metric and Standard Lug Wrenches	
X		Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.		X		Rubber Mallet / Hub Cap Tool	
X		Trash Cans W/Absorbent		X		Lockout Tools (Classes A and B)	
X		Shop Rags/Paper Towels		X		Motorcycle Straps (Class A)	
X		Shop to Truck Communications (Cell phones / 2-way radio)		X		Sledge Hammer	
X		Fuel in Approved Containers (Classes A and B)		X		Tool Kit	
X		Booster Battery or Hot Box		X		ANSI Class III Safety Attire	

TOWING EQUIPMENT

X		Rating Plates		X		Wrecker Controls	
X		Controls Labeled		X		Throttle Control	
X		Wrecker Boom Assembly		X		Hydraulic Rams, Hoses, Valves	
X		Wheel Lift Assembly		X		Cable Sheaves	
X		Body and Towing Equipment Mounting Bolts		X		Recovery Chain	
X		Winch: Type:					

WHEEL LIFT

X		Pivot Pin		X		Cradle/Straps	
X		Wheel Tie Down Straps		X		Grid/Fork	
X		"L" Arms		X		Claw	

CONVENTIONAL

X		Tow Sling Assembly (Check for bent inner tubes)		X		Sling Pads	
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CAR CARRIER

X		Carrier Sub Frame		X		Bed Safety Lock	
X		Bed Pivot Pin		X		Slide Pads	

VEHICLE SAFETY

X		Steering		X		Suspension	
X		Frame		X		Wheels	

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F	P	F
	Minimum 14,000 Pound GVWR Chassis		Tow Sling "Minimum" 3,000 Pounds (if equipped)
	4-Ton Recovery Equipment Rating		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
	One 4-Ton Snatch Block		Safety Chains 5/16" Alloy or OEM Specifications
	Tow Dolly		Wheel Lift Rating - Extended 3,000 Pounds
	Steering Wheel Securement Device		Adequate Crossbeams, 4"X4"X60"
	Wheel Lift Safety Straps		100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

	Minimum 14,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material
	Loading Bridle with J/T Hook		

CLASS A CAR CARRIER TWO VEHICLE

	Minimum 19,501 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	Loading Bridle with J/T Hooks		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material

CLASS B

	Minimum 26,001 Pound GVWR Chassis		Truck Hitch with 7,000 Pound Rating (if equipped)
	16-Ton Recovery Equipment Rating		Adequate Crossbeams = 4"x6"x48"
	150' 7/16" 6 x 19 Wire Rope or OEM Specifications		Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
	Safety Chains 1/2" Alloy or OEM Specifications		Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
	Two 8-Ton Snatch Blocks		Wheel Lift Safety Straps w/Tie-Down Straps or Chains
	Air Brakes or Hydraulic W/Air Hookup Package		Lift/Fork Adapters w/Tie-Down Straps or Chains
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

	Minimum 33,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
	Loading Bridle with J/T Hooks		Adequate Cross Beams or Adequate Ramping Material
	Steering Wheel Securement Device		

CLASS C

	Minimum 48,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	25-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	200' 5/8" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Under Lift Securement Safety Chains or Straps
	Air Brakes W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Safety Tie-Down Chains and Binders
	Tow Sling 12,000 Pound Rating (if equipped)		Tow Bar 12,000 Pound Rating

CLASS D

X	Minimum 52,000 Pound GVWR Chassis	X	Tow Chains 5/8" Grade 70 or OEM Specifications
X	35-Ton Recovery Equipment Rating	X	4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
X	250' 3/4" 6x19 Wire Rope or OEM Specifications	X	Pintle Hook
X	Safety Chains 5/8" Alloy or OEM Specifications	X	Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
X	Two 12-Ton Snatch Blocks	X	Tow Bar 20,000 Pound Rating
X	Air Brakes W/Air Hookup Package	X	Lift/Fork Adapters
X	Air Hoses and Fittings	X	Aluminum Tow Angles (Minimum 2)
X	Steering Wheel Securement Device	X	Safety Tie-Down Chains and Binders
X	Axle Cover/Caps	X	Tow Sling with 20,000 Pound Rating (if equipped)
X	Under Lift Securement Safety Chains or Straps	X	

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
FORMULA		
1/2 FAW:	x WB:	+ BY OH: = MLC:
CLASS OF VEHICLE BASED ON THE MLC		

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 7-09) OPI 062

AREA NUMBER	COMPANY	CA NUMBER	DOT NUMBER	LEGEND
	PEPE'S TOWING SERVICE- MORENO VALLEY	0117433		P = Pass F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN
2007	International	4300EC	PEPES34	1HTMMAALX7H359763
GVWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)			
25,500	<input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		P	F	
X		Current Registration	X		Parking Brake
X		Headlights	X		Windshield
X		Beam Indicator	X		Windshield Wipers
X		Tail Lamps	X		Mirrors
X		License Plate Lamp	X		Horn
X		Stop Lamps	X		Exhaust System
X		Rear Lamps W/Cord	X		Fuel Cap
X		Backup Lamps (1969+)	X		Tire Tread
X		Reflectors, Rear	X		Fenders/Mud Guards
X		Reflectors, Front and Side (1968+)	X		Broom
X		Turn Signals	X		Shovel
X		Clearance Lamps (>80" Wide)	X		Fire Extinguisher 4B, C Rating
X		Amber Warning Lights	X		Safety Chains
X		Warning Devices (Reflectors)	X		Signs
X		Service Brakes			

SERVICE AND OTHER EQUIPMENT

X		Flashlight	X		Hydraulic Jack
X		Wrecking Bar (Large Pry Bar)	X		Metric and Standard Lug Wrenches
X		Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.	X		Rubber Mallet / Hub Cap Tool
X		Trash Cans W/Absorbent	X		Lockout Tools (Classes A and B)
X		Shop Rags/Paper Towels	X		Motorcycle Straps (Class A)
X		Shop to Truck Communications (Cell phones / 2-way radio)	X		Sledge Hammer
X		Fuel in Approved Containers (Classes A and B)	X		Tool Kit
X		Booster Battery or Hot Box	X		ANSI Class III Safety Attire

TOWING EQUIPMENT

X		Rating Plates	X		Wrecker Controls
X		Controls Labeled	X		Throttle Control
X		Wrecker Boom Assembly	X		Hydraulic Rams, Hoses, Valves
X		Wheel Lift Assembly	X		Cable Sheaves
X		Body and Towing Equipment Mounting Bolts	X		Recovery Chain
X		Winch: Type:			

WHEEL LIFT

X		Pivot Pin	X		Cradle/Straps
X		Wheel Tie Down Straps	X		Grid/Fork
X		"L" Arms	X		Claw

CONVENTIONAL

X		Tow Sling Assembly (Check for bent inner tubes)	X		Sling Pads
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CAR CARRIER

X		Carrier Sub Frame	X		Bed Safety Lock
X		Bed Pivot Pin	X		Slide Pads

VEHICLE SAFETY

X		Steering	X		Suspension
X		Frame	X		Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE
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TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F		P	F	
X		Minimum 14,000 Pound GVWR Chassis	X		Tow Sling "Minimum" 3,000 Pounds (if equipped)
X		4-Ton Recovery Equipment Rating	X		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
X		One 4-Ton Snatch Block	X		Safety Chains 5/16" Alloy or OEM Specifications
X		Tow Dolly	X		Wheel Lift Rating - Extended 3,000 Pounds
X		Steering Wheel Securement Device	X		Adequate Crossbeams, 4"X4"X60"
X		Wheel Lift Safety Straps	X		100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

		Minimum 14,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			Adequate Crossbeams or Adequate Ramping Material
		Loading Bridle with J/T Hook			

CLASS A CAR CARRIER TWO VEHICLE

X		Minimum 19,501 Pound GVWR Chassis	X		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
X		Loading Bridle with J/T Hooks	X		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
X		50' 3/8" 6 x 19 Wire Rope or OEM Specifications	X		Adequate Crossbeams or Adequate Ramping Material

CLASS B

		Minimum 26,001 Pound GVWR Chassis			Truck Hitch with 7,000 Pound Rating (if equipped)
		16-Ton Recovery Equipment Rating			Adequate Crossbeams = 4"x6"x48"
		150' 7/16" 6 x 19 Wire Rope or OEM Specifications			Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
		Safety Chains 1/2" Alloy or OEM Specifications			Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
		Two 8-Ton Snatch Blocks			Wheel Lift Safety Straps w/Tie-Down Straps or Chains
		Air Brakes or Hydraulic W/Air Hookup Package			Lift/Fork Adapters w/Tie-Down Straps or Chains
		Air Hoses and Fittings			Safety Tie-Down Chains and Binders
		Steering Wheel Securement Device			Aluminum Tow Angles (Minimum 2)
		Axle Covers/Caps			Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

		Minimum 33,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
		Loading Bridle with J/T Hooks			Adequate Cross Beams or Adequate Ramping Material
		Steering Wheel Securement Device			

CLASS C

		Minimum 48,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
		25-Ton Recovery Equipment Rating			4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
		200' 5/8" 6x19 Wire Rope or OEM Specifications			Pintle Hook
		Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
		Two 12-Ton Snatch Blocks			Under Lift Securement Safety Chains or Straps
		Air Brakes W/Air Hookup Package			Wheel Lift Safety Straps
		Air Hoses and Fittings			Lift/Fork Adapters
		Steering Wheel Securement Device			Aluminum Tow Angles (Minimum 2)
		Axle Covers/Caps			Safety Tie-Down Chains and Binders
		Tow Sling 12,000 Pound Rating (if equipped)			Tow Bar 12,000 Pound Rating

CLASS D

		Minimum 52,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
		35-Ton Recovery Equipment Rating			4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
		250' 3/4" 6x19 Wire Rope or OEM Specifications			Pintle Hook
		Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
		Two 12-Ton Snatch Blocks			Tow Bar 20,000 Pound Rating
		Air Brakes W/Air Hookup Package			Lift/Fork Adapters
		Air Hoses and Fittings			Aluminum Tow Angles (Minimum 2)
		Steering Wheel Securement Device			Safety Tie-Down Chains and Binders
		Axle Cover/Caps			Tow Sling with 20,000 Pound Rating (if equipped)
		Under Lift Securement Safety Chains or Straps			

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
FORMULA		
1/2 FAW:	x WB:	÷ BY OH:
CLASS OF VEHICLE BASED ON THE MLC		= MLC:

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 7-09) OPI 062

AREA NUMBER	COMPANY	CA NUMBER	DOT NUMBER	LEGEND
	PEPE'S TOWING SERVICE- MORENO VALLEY	0117433		P = Pass F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN
2006	International	4300	PEPES35	1HTMMAAL16H304567
GWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)			
25,500	<input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		VC	P	F		VC
X		Current Registration	4000 VC	X		Parking Brake	26451 VC
X		Headlights	24400 VC	X		Windshield	26700 VC
X		Beam Indicator	24408 VC	X		Windshield Wipers	26706 VC
X		Tail Lamps	24600 VC	X		Mirrors	26709 VC
X		License Plate Lamp	24601 VC	X		Horn	27000 VC
X		Stop Lamps	24603 VC	X		Exhaust System	27150 VC
X		Rear Lamps W/Cord	24605 VC	X		Fuel Cap	27155 VC
X		Backup Lamps (1969+)	24606 VC	X		Tire Tread	27465 VC
X		Reflectors, Rear	24607 VC	X		Fenders/Mud Guards	27600 VC
X		Reflectors, Front and Side (1968+)	24608 VC	X		Broom	27700 VC
X		Turn Signals	24951 VC	X		Shovel	27700 VC
X		Clearance Lamps (>80" Wide)	25100 VC	X		Fire Extinguisher 4B, C Rating	27700 VC
X		Amber Warning Lights	25253 VC	X		Safety Chains	29004 VC
X		Warning Devices (Reflectors)	25300 VC	X		Signs	27907 VC
X		Service Brakes	26311 VC				

SERVICE AND OTHER EQUIPMENT

X		Flashlight		X		Hydraulic Jack	
X		Wrecking Bar (Large Pry Bar)		X		Metric and Standard Lug Wrenches	
X		Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.		X		Rubber Mallet / Hub Cap Tool	
X		Trash Cans W/Absorbent		X		Lockout Tools (Classes A and B)	
X		Shop Rags/Paper Towels		X		Motorcycle Straps (Class A)	
X		Shop to Truck Communications (Cell phones / 2-way radio)		X		Sledge Hammer	
X		Fuel in Approved Containers (Classes A and B)		X		Tool Kit	
X		Booster Battery or Hot Box		X		ANSI Class III Safety Attire	

TOWING EQUIPMENT

X		Rating Plates		X		Wrecker Controls	
X		Controls Labeled		X		Throttle Control	
X		Wrecker Boom Assembly		X		Hydraulic Rams, Hoses, Valves	
X		Wheel Lift Assembly		X		Cable Sheaves	
X		Body and Towing Equipment Mounting Bolts		X		Recovery Chain	
X		Winch: _____ Type: _____					

WHEEL LIFT

X		Pivot Pin		X		Cradle/Straps	
X		Wheel Tie Down Straps		X		Grid/Fork	
X		"L" Arms		X		Claw	

CONVENTIONAL

X		Tow Sling Assembly (Check for bent inner tubes)		X		Sling Pads	
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CAR CARRIER

X		Carrier Sub Frame		X		Bed Safety Lock	
X		Bed Pivot Pin		X		Slide Pads	

VEHICLE SAFETY

X		Steering		X		Suspension	
X		Frame		X		Wheels	

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F		P	F	
X		Minimum 14,000 Pound GVWR Chassis	X		Tow Sling "Minimum" 3,000 Pounds (if equipped)
X		4-Ton Recovery Equipment Rating	X		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
X		One 4-Ton Snatch Block	X		Safety Chains 5/16" Alloy or OEM Specifications
X		Tow Dolly	X		Wheel Lift Rating - Extended 3,000 Pounds
X		Steering Wheel Securement Device	X		Adequate Crossbeams, 4"x4"x60"
X		Wheel Lift Safety Straps	X		100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

		Minimum 14,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			Adequate Crossbeams or Adequate Ramping Material
		Loading Bridle with J/T Hook			

CLASS A CAR CARRIER TWO VEHICLE

X		Minimum 19,501 Pound GVWR Chassis	X		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
X		Loading Bridle with J/T Hooks	X		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
X		50' 3/8" 6 x 19 Wire Rope or OEM Specifications	X		Adequate Crossbeams or Adequate Ramping Material

CLASS B

		Minimum 26,001 Pound GVWR Chassis			Truck Hitch with 7,000 Pound Rating (if equipped)
		16-Ton Recovery Equipment Rating			Adequate Crossbeams = 4"x6"x48"
		150' 7/16" 6 x 19 Wire Rope or OEM Specifications			Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
		Safety Chains 1/2" Alloy or OEM Specifications			Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
		Two 8-Ton Snatch Blocks			Wheel Lift Safety Straps w/Tie-Down Straps or Chains
		Air Brakes or Hydraulic W/Air Hookup Package			Lift/Fork Adapters w/Tie-Down Straps or Chains
		Air Hoses and Fittings			Safety Tie-Down Chains and Binders
		Steering Wheel Securement Device			Aluminum Tow Angles (Minimum 2)
		Axle Covers/Caps			Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

		Minimum 33,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
		Loading Bridle with J/T Hooks			Adequate Cross Beams or Adequate Ramping Material
		Steering Wheel Securement Device			

CLASS C

		Minimum 48,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
		25-Ton Recovery Equipment Rating			4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
		200' 5/8" 6x19 Wire Rope or OEM Specifications			Pintle Hook
		Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
		Two 12-Ton Snatch Blocks			Under Lift Securement Safety Chains or Straps
		Air Brakes W/Air Hookup Package			Wheel Lift Safety Straps
		Air Hoses and Fittings			Lift/Fork Adapters
		Steering Wheel Securement Device			Aluminum Tow Angles (Minimum 2)
		Axle Covers/Caps			Safety Tie-Down Chains and Binders
		Tow Sling 12,000 Pound Rating (if equipped)			Tow Bar 12,000 Pound Rating

CLASS D

		Minimum 52,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
		35-Ton Recovery Equipment Rating			4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
		250' 3/4" 6x19 Wire Rope or OEM Specifications			Pintle Hook
		Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
		Two 12-Ton Snatch Blocks			Tow Bar 20,000 Pound Rating
		Air Brakes W/Air Hookup Package			Lift/Fork Adapters
		Air Hoses and Fittings			Aluminum Tow Angles (Minimum 2)
		Steering Wheel Securement Device			Safety Tie-Down Chains and Binders
		Axle Cover/Caps			Tow Sling with 20,000 Pound Rating (if equipped)
		Under Lift Securement Safety Chains or Straps			

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81-2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
FORMULA		
1/2 FAW:	x WB:	+ BY OH:
		= MLC:
CLASS OF VEHICLE BASED ON THE MLC		

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 7-09) OPI 062

AREA NUMBER	COMPANY	CA NUMBER	DOT NUMBER	LEGEND
	PEPE'S TOWING SERVICE- MORENO VALLEY	0117433		P = Pass F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN
2006	International	4300	PEPES36	IHTMMAAL06H309291
GVWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)			
25,500	<input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		VC	P	F		VC
X		Current Registration	4000 VC	X		Parking Brake	26451 VC
X		Headlights	24400 VC	X		Windshield	26700 VC
X		Beam Indicator	24408 VC	X		Windshield Wipers	26708 VC
X		Tail Lamps	24600 VC	X		Mirrors	26709 VC
X		License Plate Lamp	24601 VC	X		Horn	27000 VC
X		Stop Lamps	24603 VC	X		Exhaust System	27150 VC
X		Rear Lamps W/Cord	24605 VC	X		Fuel Cap	27155 VC
X		Backup Lamps (1969+)	24606 VC	X		Tire Tread	27465 VC
X		Reflectors, Rear	24607 VC	X		Fenders/Mud Guards	27600 VC
X		Reflectors, Front and Side (1968+)	24608 VC	X		Broom	27700 VC
X		Turn Signals	24951 VC	X		Shovel	27700 VC
X		Clearance Lamps (>80" Wide)	25100 VC	X		Fire Extinguisher 4B, C Rating	27700 VC
X		Amber Warning Lights	25253 VC	X		Safety Chains	29004 VC
X		Warning Devices (Reflectors)	25300 VC	X		Signs	27907 VC
X		Service Brakes	26311 VC				

SERVICE AND OTHER EQUIPMENT

X		Flashlight		X		Hydraulic Jack	
X		Wrecking Bar (Large Pry Bar)		X		Metric and Standard Lug Wrenches	
X		Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.		X		Rubber Mallet / Hub Cap Tool	
X		Trash Cans W/Absorbent		X		Lockout Tools (Classes A and B)	
X		Shop Rags/Paper Towels		X		Motorcycle Straps (Class A)	
X		Shop to Truck Communications (Cell phones / 2-way radio)		X		Sledge Hammer	
X		Fuel in Approved Containers (Classes A and B)		X		Tool Kit	
X		Booster Battery or Hot Box		X		ANSI Class III Safety Attire	

TOWING EQUIPMENT

X		Rating Plates		X		Wrecker Controls	
X		Controls Labeled		X		Throttle Control	
X		Wrecker Boom Assembly		X		Hydraulic Rams, Hoses, Valves	
X		Wheel Lift Assembly		X		Cable Sheaves	
X		Body and Towing Equipment Mounting Bolts		X		Recovery Chain	
X		Winch: _____ Type: _____					

WHEEL LIFT

X		Pivot Pin		X		Cradle/Straps	
X		Wheel Tie Down Straps		X		Grid/Fork	
X		"L" Arms		X		Claw	

CONVENTIONAL

X		Tow Sling Assembly (Check for bent inner tubes)		X		Sling Pads	
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CAR CARRIER

X		Carrier Sub Frame		X		Bed Safety Lock	
		Bed Pivot Pin		X		Slide Pads	

VEHICLE SAFETY

X		Steering		X		Suspension	
X		Frame		X		Wheels	

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE

Destroy Previous Editions

Chp234B_0709.pdf

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F		P	F	
X		Minimum 14,000 Pound GVWR Chassis	X		Tow Sling "Minimum" 3,000 Pounds (if equipped)
X		4-Ton Recovery Equipment Rating	X		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
X		One 4-Ton Snatch Block	X		Safety Chains 5/16" Alloy or OEM Specifications
X		Tow Dolly	X		Wheel Lift Rating - Extended 3,000 Pounds
X		Steering Wheel Securement Device	X		Adequate Crossbeams, 4"X4"X60"
X		Wheel Lift Safety Straps	X		100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

		Minimum 14,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			Adequate Crossbeams or Adequate Ramping Material
		Loading Bridle with J/T Hook			

CLASS A CAR CARRIER TWO VEHICLE

X		Minimum 19,501 Pound GVWR Chassis	X		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
X		Loading Bridle with J/T Hooks	X		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
X		50' 3/8" 6 x 19 Wire Rope or OEM Specifications	X		Adequate Crossbeams or Adequate Ramping Material

CLASS B

		Minimum 26,001 Pound GVWR Chassis			Truck Hitch with 7,000 Pound Rating (if equipped)
		16-Ton Recovery Equipment Rating			Adequate Crossbeams = 4"x6"x48"
		150' 7/16" 6 x 19 Wire Rope or OEM Specifications			Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
		Safety Chains 1/2" Alloy or OEM Specifications			Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
		Two 8-Ton Snatch Blocks			Wheel Lift Safety Straps w/Tie-Down Straps or Chains
		Air Brakes or Hydraulic W/Air Hookup Package			Lift/Fork Adapters w/Tie-Down Straps or Chains
		Air Hoses and Fittings			Safety Tie-Down Chains and Binders
		Steering Wheel Securement Device			Aluminum Tow Angles (Minimum 2)
		Axle Covers/Caps			Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

		Minimum 33,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
		Loading Bridle with J/T Hooks			Adequate Cross Beams or Adequate Ramping Material
		Steering Wheel Securement Device			

CLASS C

		Minimum 48,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
		25-Ton Recovery Equipment Rating			4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
		200' 5/8" 6x19 Wire Rope or OEM Specifications			Pintle Hook
		Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
		Two 12-Ton Snatch Blocks			Under Lift Securement Safety Chains or Straps
		Air Brakes W/Air Hookup Package			Wheel Lift Safety Straps
		Air Hoses and Fittings			Lift/Fork Adapters
		Steering Wheel Securement Device			Aluminum Tow Angles (Minimum 2)
		Axle Covers/Caps			Safety Tie-Down Chains and Binders
		Tow Sling 12,000 Pound Rating (if equipped)			Tow Bar 12,000 Pound Rating

CLASS D

		Minimum 52,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
		35-Ton Recovery Equipment Rating			4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
		250' 3/4" 6x19 Wire Rope or OEM Specifications			Pintle Hook
		Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
		Two 12-Ton Snatch Blocks			Tow Bar 20,000 Pound Rating
		Air Brakes W/Air Hookup Package			Lift/Fork Adapters
		Air Hoses and Fittings			Aluminum Tow Angles (Minimum 2)
		Steering Wheel Securement Device			Safety Tie-Down Chains and Binders
		Axle Cover/Caps			Tow Sling with 20,000 Pound Rating (if equipped)
		Under Lift Securement Safety Chains or Straps			

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81/2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES

FORMULA			
1/2 FAW:	x WB:	÷ BY OH:	= MLC:
CLASS OF VEHICLE BASED ON THE MLC			

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
 CHP 234B (Rev. 7-09) OPI 062

AREA NUMBER	COMPANY	CA NUMBER	DOT NUMBER	LEGEND
	PEPE'S TOWING SERVICE- MORENO VALLEY	0117433		P = Pass F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN
2008	Ford	F550	PEPES38	1FDZX57878EC66014
GVWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)			
20,000	<input checked="" type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		VC	P	F		VC
X		Current Registration	4000	X		Parking Brake	26451
X		Headlights	24400	X		Windshield	26700
X		Beam Indicator	24408	X		Windshield Wipers	26706
X		Tail Lamps	24600	X		Mirrors	26709
X		License Plate Lamp	24601	X		Horn	27000
X		Stop Lamps	24603	X		Exhaust System	27150
X		Rear Lamps W/Cord	24605	X		Fuel Cap	27155
X		Backup Lamps (1969+)	24606	X		Tire Tread	27465
X		Reflectors, Rear	24607	X		Fenders/Mud Guards	27600
X		Reflectors, Front and Side (1968+)	24608	X		Broom	27700
X		Turn Signals	24951	X		Shovel	27700
X		Clearance Lamps (>80" Wide)	25100	X		Fire Extinguisher 4B, C Rating	27700
X		Amber Warning Lights	25253	X		Safety Chains	29004
X		Warning Devices (Reflectors)	25300	X		Signs	27907
X		Service Brakes	26311				

SERVICE AND OTHER EQUIPMENT

X		Flashlight		X		Hydraulic Jack	
X		Wrecking Bar (Large Pry Bar)		X		Metric and Standard Lug Wrenches	
X		Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.		X		Rubber Mallet / Hub Cap Tool	
X		Trash Cans W/Absorbent		X		Lockout Tools (Classes A and B)	
X		Shop Rags/Paper Towels		X		Motorcycle Straps (Class A)	
X		Shop to Truck Communications (Cell phones / 2-way radio)		X		Sledge Hammer	
X		Fuel in Approved Containers (Classes A and B)		X		Tool Kit	
X		Booster Battery or Hot Box		X		ANSI Class III Safety Attire	

TOWING EQUIPMENT

X		Rating Plates		X		Wrecker Controls	
X		Controls Labeled		X		Throttle Control	
X		Wrecker Boom Assembly		X		Hydraulic Rams, Hoses, Valves	
X		Wheel Lift Assembly		X		Cable Sheaves	
X		Body and Towing Equipment Mounting Bolts		X		Recovery Chain	
X		Winch: _____ Type: _____					

WHEEL LIFT

X		Pivot Pin		X		Cradle/Straps	
X		Wheel Tie Down Straps		X		Grid/Fork	
X		"L" Arms		X		Claw	

CONVENTIONAL

X		Tow Sling Assembly (Check for bent inner tubes)		X		Sling Pads	
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CAR CARRIER

X		Carrier Sub Frame		X		Bed Safety Lock	
X		Bed Pivot Pin		X		Slide Pads	

VEHICLE SAFETY

X		Steering		X		Suspension	
X		Frame		X		Wheels	

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE
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TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F		P	F	
X		Minimum 14,000 Pound GVWR Chassis	X		Tow Sling "Minimum" 3,000 Pounds (if equipped)
X		4-Ton Recovery Equipment Rating	X		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
X		One 4-Ton Snatch Block	X		Safety Chains 5/16" Alloy or OEM Specifications
X		Tow Dolly	X		Wheel Lift Rating - Extended 3,000 Pounds
X		Steering Wheel Securement Device	X		Adequate Crossbeams, 4"X4"X60"
X		Wheel Lift Safety Straps	X		100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

		Minimum 14,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			Adequate Crossbeams or Adequate Ramping Material
		Loading Bridle with J/T Hook			

CLASS A CAR CARRIER TWO VEHICLE

X		Minimum 19,501 Pound GVWR Chassis	X		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
X		Loading Bridle with J/T Hooks	X		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
X		50' 3/8" 6 x 19 Wire Rope or OEM Specifications	X		Adequate Crossbeams or Adequate Ramping Material

CLASS B

		Minimum 26,001 Pound GVWR Chassis			Truck Hitch with 7,000 Pound Rating (if equipped)
		16-Ton Recovery Equipment Rating			Adequate Crossbeams = 4"x6"x48"
		150' 7/16" 6 x 19 Wire Rope or OEM Specifications			Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
		Safety Chains 1/2" Alloy or OEM Specifications			Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
		Two 8-Ton Snatch Blocks			Wheel Lift Safety Straps w/Tie-Down Straps or Chains
		Air Brakes or Hydraulic W/Air Hookup Package			Lift/Fork Adapters w/Tie-Down Straps or Chains
		Air Hoses and Fittings			Safety Tie-Down Chains and Binders
		Steering Wheel Securement Device			Aluminum Tow Angles (Minimum 2)
		Axle Covers/Caps			Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

		Minimum 33,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
		Loading Bridle with J/T Hooks			Adequate Cross Beams or Adequate Ramping Material
		Steering Wheel Securement Device			

CLASS C

		Minimum 48,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
		25-Ton Recovery Equipment Rating			4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
		200' 5/8" 6x19 Wire Rope or OEM Specifications			Pintle Hook
		Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
		Two 12-Ton Snatch Blocks			Under Lift Securement Safety Chains or Straps
		Air Brakes W/Air Hookup Package			Wheel Lift Safety Straps
		Air Hoses and Fittings			Lift/Fork Adapters
		Steering Wheel Securement Device			Aluminum Tow Angles (Minimum 2)
		Axle Covers/Caps			Safety Tie-Down Chains and Binders
		Tow Sling 12,000 Pound Rating (if equipped)			Tow Bar 12,000 Pound Rating

CLASS D

		Minimum 52,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
		35-Ton Recovery Equipment Rating			4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
		250' 3/4" 6x19 Wire Rope or OEM Specifications			Pintle Hook
		Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
		Two 12-Ton Snatch Blocks			Tow Bar 20,000 Pound Rating
		Air Brakes W/Air Hookup Package			Lift/Fork Adapters
		Air Hoses and Fittings			Aluminum Tow Angles (Minimum 2)
		Steering Wheel Securement Device			Safety Tie-Down Chains and Binders
		Axle Cover/Caps			Tow Sling with 20,000 Pound Rating (if equipped)
		Under Lift Securement Safety Chains or Straps			

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
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FORMULA

$$1/2 \text{ FAW} \times \text{WB} \div \text{BY OH} = \text{MLC}$$

CLASS OF VEHICLE BASED ON THE MLC

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 7-09) OPI 062

AREA NUMBER	COMPANY		CA NUMBER	DOT NUMBER	LEGEND
	PEPE'S TOWING SERVICE- MORENO VALLEY		0117433		P = Pass F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN	
2008	International	4300	PEPES39	1HTMMAAX7H530008	
GVWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)				
25,000	<input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAR CARRIER				

**REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS**

P	F		P	F	
X		Current Registration	X		Parking Brake
X		Headlights	X		26451 VC
X		24400 VC	X		Windshield
X		24408 VC	X		26700 VC
X		Beam Indicator	X		Windshield Wipers
X		24408 VC	X		26706 VC
X		Tail Lamps	X		Mirrors
X		24600 VC	X		26709 VC
X		License Plate Lamp	X		Horn
X		24601 VC	X		27000 VC
X		Stop Lamps	X		Exhaust System
X		24603 VC	X		27150 VC
X		Rear Lamps W/Cord	X		Fuel Cap
X		24605 VC	X		27155 VC
X		Backup Lamps (1969+)	X		Tire Tread
X		24606 VC	X		27465 VC
X		Reflectors, Rear	X		Fenders/Mud Guards
X		24607 VC	X		27600 VC
X		Reflectors, Front and Side (1968+)	X		Broom
X		24608 VC	X		27700 VC
X		Turn Signals	X		Shovel
X		24951 VC	X		27700 VC
X		Clearance Lamps (>80" Wide)	X		Fire Extinguisher 4B, C Rating
X		25100 VC	X		27700 VC
X		Amber Warning Lights	X		Safety Chains
X		25253 VC	X		29004 VC
X		Warning Devices (Reflectors)	X		Signs
X		25300 VC	X		27907 VC
X		Service Brakes	X		
X		26311 VC			

SERVICE AND OTHER EQUIPMENT

X		Flashlight	X		Hydraulic Jack
X		Wrecking Bar (Large Pry Bar)	X		Metric and Standard Lug Wrenches
X		Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.	X		Rubber Mallet / Hub Cap Tool
X		Trash Cans W/Absorbent	X		Lockout Tools (Classes A and B)
X		Shop Rags/Paper Towels	X		Motorcycle Straps (Class A)
X		Shop to Truck Communications (Cell phones / 2-way radio)	X		Sledge Hammer
X		Fuel in Approved Containers (Classes A and B)	X		Tool Kit
X		Booster Battery or Hot Box	X		ANSI Class III Safety Attire

TOWING EQUIPMENT

X		Rating Plates	X		Wrecker Controls
X		Controls Labeled	X		Throttle Control
X		Wrecker Boom Assembly	X		Hydraulic Rams, Hoses, Valves
X		Wheel Lift Assembly	X		Cable Sheaves
X		Body and Towing Equipment Mounting Bolts	X		Recovery Chain
X		Winch: _____ Type: _____			

WHEEL LIFT

X		Pivot Pin	X		Cradle/Straps
X		Wheel Tie Down Straps	X		Grid/Fork
X		"L" Arms	X		Claw

CONVENTIONAL

X		Tow Sling Assembly (Check for bent inner tubes)	X		Sling Pads
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CAR CARRIER

X		Carrier Sub Frame	X		Bed Safety Lock
X		Bed Pivot Pin	X		Slide Pads

VEHICLE SAFETY

X		Steering	X		Suspension
X		Frame	X		Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE
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TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F	P	F
X		X	
	X		X
X		X	
	X		X
X		X	
	X		X
X		X	
	X		X

CLASS A CAR CARRIER ONE VEHICLE

CLASS A CAR CARRIER TWO VEHICLE

X		X	
	X		X
X		X	
	X		X

CLASS B

CLASS B CAR CARRIER ONE VEHICLE

CLASS C

CLASS D

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to RPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
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FORMULA

1/2 FAW:	x WB:	+ BY OH:	= MLC:
CLASS OF VEHICLE BASED ON THE MLC			

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 7-09) OPI 082

AREA NUMBER	COMPANY	CA NUMBER	DOT NUMBER	LEGEND
	PEPE'S TOWING SERVICE- MORENO VALLEY	0117433		P = Pass F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN
2007	International	4300KC	PEPE53	IHTMMAAL77H404903
GWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)			
25,000	<input type="checkbox"/> CONVENTIONAL	<input type="checkbox"/> UNDERLIFT	<input type="checkbox"/> TRUCK HITCH	<input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAR CARRIER

REQUIREMENTS FOR ALL CLASSES

CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		P	F	
X		Current Registration	X		Parking Brake
X		Headlights	X		Windshield
X		Beam Indicator	X		Windshield Wipers
X		Tail Lamps	X		Mirrors
X		License Plate Lamp	X		Horn
X		Stop Lamps	X		Exhaust System
X		Rear Lamps W/Cord	X		Fuel Cap
X		Backup Lamps (1969+)	X		Tire Tread
X		Reflectors, Rear	X		Fenders/Mud Guards
X		Reflectors, Front and Side (1968+)	X		Broom
X		Turn Signals	X		Shovel
X		Clearance Lamps (>80" Wide)	X		Fire Extinguisher 4B, C Rating
X		Amber Warning Lights	X		Safety Chains
X		Warning Devices (Reflectors)	X		Signs
X		Service Brakes	X		

SERVICE AND OTHER EQUIPMENT

X		Flashlight	X		Hydraulic Jack
X		Wrecking Bar (Large Pry Bar)	X		Metric and Standard Lug Wrenches
X		Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.	X		Rubber Mallet / Hub Cap Tool
X		Trash Cans W/Absorbent	X		Lockout Tools (Classes A and B)
X		Shop Rags/Paper Towels	X		Motorcycle Straps (Class A)
X		Shop to Truck Communications (Cell phones / 2-way radio)	X		Sledge Hammer
X		Fuel in Approved Containers (Classes A and B)	X		Tool Kit
X		Booster Battery or Hot Box	X		ANSI Class III Safety Attire

TOWING EQUIPMENT

X		Rating Plates	X		Wrecker Controls
X		Controls Labeled	X		Throttle Control
X		Wrecker Boom Assembly	X		Hydraulic Rams, Hoses, Valves
X		Wheel Lift Assembly	X		Cable Sheaves
X		Body and Towing Equipment Mounting Bolts	X		Recovery Chain
X		Winch: Type:			

WHEEL LIFT

X		Pivot Pin	X		Cradle/Straps
X		Wheel Tie Down Straps	X		Grid/Fork
X		"L" Arms	X		Claw

CONVENTIONAL

X		Tow Sling Assembly (Check for bent inner tubes)	X		Sling Pads
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CAR CARRIER

X		Carrier Sub Frame	X		Bed Safety Lock
X		Bed Pivot Pin	X		Slide Pads

VEHICLE SAFETY

X		Steering	X		Suspension
X		Frame	X		Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F		P	F	
X		Minimum 14,000 Pound GVWR Chassis	X		Tow Sling "Minimum" 3,000 Pounds (if equipped)
X		4-Ton Recovery Equipment Rating	X		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
X		One 4-Ton Snatch Block	X		Safety Chains 5/16" Alloy or OEM Specifications
X		Tow Dolly	X		Wheel Lift Rating - Extended 3,000 Pounds
X		Steering Wheel Securement Device	X		Adequate Crossbeams, 4"x4"x60"
X		Wheel Lift Safety Straps	X		100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

		Minimum 14,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			Adequate Crossbeams or Adequate Ramping Material
		Loading Bridle with J/T Hook			

CLASS A CAR CARRIER TWO VEHICLE

X		Minimum 19,501 Pound GVWR Chassis	X		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
X		Loading Bridle with J/T Hooks	X		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
X		50' 3/8" 6 x 19 Wire Rope or OEM Specifications	X		Adequate Crossbeams or Adequate Ramping Material

CLASS B

		Minimum 26,001 Pound GVWR Chassis			Truck Hitch with 7,000 Pound Rating (if equipped)
		16-Ton Recovery Equipment Rating			Adequate Crossbeams = 4"x6"x48"
		150' 7/16" 6 x 19 Wire Rope or OEM Specifications			Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
		Safety Chains 1/2" Alloy or OEM Specifications			Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
		Two 8-Ton Snatch Blocks			Wheel Lift Safety Straps w/Tie-Down Straps or Chains
		Air Brakes or Hydraulic W/Air Hookup Package			Lift/Fork Adapters w/Tie-Down Straps or Chains
		Air Hoses and Fittings			Safety Tie-Down Chains and Binders
		Steering Wheel Securement Device			Aluminum Tow Angles (Minimum 2)
		Axle Covers/Caps			Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

		Minimum 33,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
		Loading Bridle with J/T Hooks			Adequate Cross Beams or Adequate Ramping Material
		Steering Wheel Securement Device			

CLASS C

		Minimum 48,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
		25-Ton Recovery Equipment Rating			4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
		200' 5/8" 6x19 Wire Rope or OEM Specifications			Pintle Hook
		Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
		Two 12-Ton Snatch Blocks			Under Lift Securement Safety Chains or Straps
		Air Brakes W/Air Hookup Package			Wheel Lift Safety Straps
		Air Hoses and Fittings			Lift/Fork Adapters
		Steering Wheel Securement Device			Aluminum Tow Angles (Minimum 2)
		Axle Covers/Caps			Safety Tie-Down Chains and Binders
		Tow Sling 12,000 Pound Rating (if equipped)			Tow Bar 12,000 Pound Rating

CLASS D

		Minimum 52,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
		35-Ton Recovery Equipment Rating			4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
		250' 3/4" 6x19 Wire Rope or OEM Specifications			Pintle Hook
		Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
		Two 12-Ton Snatch Blocks			Tow Bar 20,000 Pound Rating
		Air Brakes W/Air Hookup Package			Lift/Fork Adapters
		Air Hoses and Fittings			Aluminum Tow Angles (Minimum 2)
		Steering Wheel Securement Device			Safety Tie-Down Chains and Binders
		Axle Cover/Caps			Tow Sling with 20,000 Pound Rating (if equipped)
		Under Lift Securement Safety Chains or Straps			

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81-2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
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FORMULA

$1/2 \text{ FAW} \times \text{WB} \div \text{BY OH} = \text{MLC}$

CLASS OF VEHICLE BASED ON THE MLC

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 7-09) OPI 062

AREA NUMBER	COMPANY	CA NUMBER	DOT NUMBER	LEGEND
	PEPE'S TOWING SERVICE- MORENO VALLEY	0117433		P = Pass F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN
2004	Peterbilt	378	PEPES62	1NPDL89X94D816029
GVWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)			
25,000	<input checked="" type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES

CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		P	F	
X		Current Registration	X		Parking Brake
X		Headlights	X		Windshield
X		Beam Indicator	X		Windshield Wipers
X		Tail Lamps	X		Mirrors
X		License Plate Lamp	X		Horn
X		Stop Lamps	X		Exhaust System
X		Rear Lamps W/Cord	X		Fuel Cap
X		Backup Lamps (1969+)	X		Tire Tread
X		Reflectors, Rear	X		Fenders/Mud Guards
X		Reflectors, Front and Side (1968+)	X		Broom
X		Turn Signals	X		Shovel
X		Clearance Lamps (>80" Wide)	X		Fire Extinguisher 4B, C Rating
X		Amber Warning Lights	X		Safety Chains
X		Warning Devices (Reflectors)	X		Signs
X		Service Brakes			

SERVICE AND OTHER EQUIPMENT

X	Flashlight	X	Hydraulic Jack
X	Wrecking Bar (Large Pry Bar)	X	Metric and Standard Lug Wrenches
X	Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.	X	Rubber Mallet / Hub Cap Tool
X	Trash Cans W/Absorbent	X	Lockout Tools (Classes A and B)
X	Shop Rags/Paper Towels	X	Motorcycle Straps (Class A)
X	Shop to Truck Communications (Cell phones / 2-way radio)	X	Sledge Hammer
X	Fuel in Approved Containers (Classes A and B)	X	Tool Kit
X	Booster Battery or Hot Box	X	ANSI Class III Safety Attire

TOWING EQUIPMENT

X	Rating Plates	X	Wrecker Controls
X	Controls Labeled	X	Throttle Control
X	Wrecker Boom Assembly	X	Hydraulic Rams, Hoses, Valves
X	Wheel Lift Assembly	X	Cable Sheaves
X	Body and Towing Equipment Mounting Bolts	X	Recovery Chain
X	Winch: _____ Type: _____		

WHEEL LIFT

X	Pivot Pin	X	Cradle/Straps
X	Wheel Tie Down Straps	X	Grid/Fork
X	"L" Arms	X	Claw

CONVENTIONAL

X	Tow Sling Assembly (Check for bent inner tubes)	X	Sling Pads
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CAR CARRIER

X	Carrier Sub Frame	X	Bed Safety Lock
X	Bed Pivot Pin	X	Slide Pads

VEHICLE SAFETY

X	Steering	X	Suspension
X	Frame	X	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE
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TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F	P	F
	Minimum 14,000 Pound GVWR Chassis		Tow Sling "Minimum" 3,000 Pounds (if equipped)
	4-Ton Recovery Equipment Rating		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
	One 4-Ton Snatch Block		Safety Chains 5/16" Alloy or OEM Specifications
	Tow Dolly		Wheel Lift Rating - Extended 3,000 Pounds
	Steering Wheel Securement Device		Adequate Crossbeams, 4"X4"X60"
	Wheel Lift Safety Straps		100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

	Minimum 14,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material
	Loading Bridle with J/T Hook		

CLASS A CAR CARRIER TWO VEHICLE

	Minimum 19,501 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	Loading Bridle with J/T Hooks		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material

CLASS B

	Minimum 26,001 Pound GVWR Chassis		Truck Hitch with 7,000 Pound Rating (if equipped)
	16-Ton Recovery Equipment Rating		Adequate Crossbeams = 4"x6"x48"
	150' 7/16" 6 x 19 Wire Rope or OEM Specifications		Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
	Safety Chains 1/2" Alloy or OEM Specifications		Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
	Two 8-Ton Snatch Blocks		Wheel Lift Safety Straps w/Tie-Down Straps or Chains
	Air Brakes or Hydraulic W/Air Hookup Package		Lift/Fork Adapters w/Tie-Down Straps or Chains
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

	Minimum 33,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
	Loading Bridle with J/T Hooks		Adequate Cross Beams or Adequate Ramping Material
	Steering Wheel Securement Device		

CLASS C

<input checked="" type="checkbox"/>	Minimum 48,000 Pound GVWR Chassis	<input checked="" type="checkbox"/>	Tow Chains 5/8" Grade 70 or OEM Specifications
<input checked="" type="checkbox"/>	25-Ton Recovery Equipment Rating	<input checked="" type="checkbox"/>	4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
<input checked="" type="checkbox"/>	200' 5/8" 6x19 Wire Rope or OEM Specifications	<input checked="" type="checkbox"/>	Pintle Hook
<input checked="" type="checkbox"/>	Safety Chains 5/8" Alloy or OEM Specifications	<input checked="" type="checkbox"/>	Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
<input checked="" type="checkbox"/>	Two 12-Ton Snatch Blocks	<input checked="" type="checkbox"/>	Under Lift Securement Safety Chains or Straps
<input checked="" type="checkbox"/>	Air Brakes W/Air Hookup Package	<input checked="" type="checkbox"/>	Wheel Lift Safety Straps
<input checked="" type="checkbox"/>	Air Hoses and Fittings	<input checked="" type="checkbox"/>	Lift/Fork Adapters
<input checked="" type="checkbox"/>	Steering Wheel Securement Device	<input checked="" type="checkbox"/>	Aluminum Tow Angles (Minimum 2)
<input checked="" type="checkbox"/>	Axle Covers/Caps	<input checked="" type="checkbox"/>	Safety Tie-Down Chains and Binders
<input checked="" type="checkbox"/>	Tow Sling 12,000 Pound Rating (if equipped)	<input checked="" type="checkbox"/>	Tow Bar 12,000 Pound Rating

CLASS D

	Minimum 52,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	35-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	250' 3/4" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Tow Bar 20,000 Pound Rating
	Air Brakes W/Air Hookup Package		Lift/Fork Adapters
	Air Hoses and Fittings		Aluminum Tow Angles (Minimum 2)
	Steering Wheel Securement Device		Safety Tie-Down Chains and Binders
	Axle Cover/Caps		Tow Sling with 20,000 Pound Rating (if equipped)
	Under Lift Securement Safety Chains or Straps		

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
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FORMULA

1/2 FAW: x WB: + BY OH: = MLC:

CLASS OF VEHICLE BASED ON THE MLC

Personnel Contact Information

Pepe's Inc
14351 Veterans Way
Moreno Valley, CA 92553
(951) 653-2423 office
(951) 653-7374 fax

Controller:

Lauren Kennedy
(951) 653-2423 office
(909) 322-1585 cell
(909) 224-6881 efax
Admin. Staff:

Jose Monzon
(951) 653-2423 office

Erica Kennedy
(951) 653-2423 office



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CISNEROS INSURANCE AGENCY 21900 Barton Rd #106 Grand Terrace, CA 92313 License#: 0D64422	CONTACT NAME: Adrian Cisneros PHONE (A/C No, Ext): (909) 777-0005	FAX (A/C No): (909) 498-7315		
	E-MAIL ADDRESS: acisneros@farmersagent.com PRODUCER CUSTOMERID#:			
INSURED Pepe's Towing, Inc. 14351 Veterans Way Moreno Valley, CA 92553	INSURER(S) AFFORDING COVERAGE COMPANION PROPERTY & CASUALTY INSURANCE CO		NAIC# 12157	
	INSURER A:		Mid Century Insurance Company	21687
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	AROL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	094355259	10/15/10	10/15/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	094355259	10/15/10	10/15/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	UMBRELLA LIAB						OCCUR CLAIMS-MADE	EACH OCCURRENCE \$
	EXCESS LIAB							AGGREGATE \$
	DEDUCTIBLE							\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	Y	CPCA10435	04/01/10	04/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Garagekeepers On Hook	Y		094355259 094355260	10/15/10 10/15/10	10/15/11 10/15/11	\$3,700,000 \$100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate Holder same as additional insured. Waiver of Subrogation Applies, If required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92553

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: Pepe's Towing, Inc.

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY CISNEROS INSURANCE AGENCY		NAMED INSURED Pepe's Towing, Inc.	
POLICY NUMBER 094355259		2000 W Key St	
CARRIER Mid Century Insurance Exchange	NAIC CODE 21687	Colton, CA 92324	
		EFFECTIVE DATE: 10/15/2010	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: The**Additional Coverage as Follows:**

Building(s) Blanket \$2,766,424, Deductible \$1000

Business Personal Property \$450,000, Deductible \$1000

Employment Practices \$250,000, Deductible \$5000

Garage Liability Plan II Coverage (symbol 27, 28, 29)

Per Occurrence Limit \$1,000,000

Aggregate Limit \$2,000,000

Includes:

Premises and Operations (Includes Property Damage)

Products and Completed Operations

Independent Contractors

Contractual Liability

Owners Protective Liability

Personal and Advertising Injury Liability

Host Liquor Liability

Fire Legal Liability

Property Damage Deductible \$500 per Accident

Garage Operations Property Damage Deductible \$500 per Accident

Comprehensive Deductible- ACV Specified Autos \$500

Collision Deductible- ACV Specified Autos \$1000

Uninsured Motorist (Symbol 27)

Limit \$60000

Deductible \$0

The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by claims paid.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



FARMERS

3153
1st Edition

**CHANGES IN TRANSFER OF
RIGHTS OF RECOVERY AGAINST OTHERS TO US
(WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 10-15-2010	Countersigned By: (Authorized Representative)
Named Insured: PEPE'S TOWING SERVICE POLICY #09435 52 59	

SCHEDULE

Name Of Person(s) Or Organization(s): CITY OF MORENO VALLEY
Additional Premium \$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule. We will retain the additional premium shown above, regardless of any early termination of this endorsement or the policy.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

POLICY NUMBER: 09435 52 59

BUSINESSOWNERS
BP 04 48 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Name Of Person Or Organization:

CITY OF MORENO VALLEY
14177 FREDERICK ST
MORENO VALLEY CA 92553

*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph C. Who Is An Insured in Section II – Liability :

4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.

POLICY NUMBER: 09435 52 59

BUSINESSOWNERS
BP 04 97 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Name Of Person Or Organization:

CITY OF MORENO VALLEY
14177 FREDERICK ST
MORENO VALLEY CA 92553

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

Paragraph K. Transfer Of Rights Of Recovery Against Others To Us in Section III - Common Policy Conditions is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

ADDENDUM

ROTATIONAL TOW PROGRAM RFP FOR THE CITY OF MORENO VALLEY

After our initial submission it was brought the attention of the preparer of our packet that an incident had occurred with the City of Riverside in early 2010. Pepe's Inc was notified that a storage facility operated and licensed to Pepe's Inc. with a current certificate of occupancy within the city limits of Riverside had not been inspected and authorized for storage of vehicles towed on behalf of the City of Riverside. Notification was given without notice or the opportunity for rebuttal and resulted in a 5 day suspension. Pepe's Inc. immediately removed these vehicles and located them at a City of Riverside approved facility.

A handwritten signature in black ink, appearing to be 'P. Lopez', is centered on the page below the text.

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) Jaime Lopez Cortez	DATE OF BIRTH [REDACTED]
--	------------------------------------

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

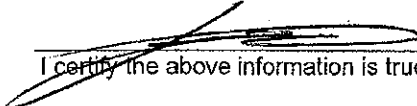
COMPANY NAME Pepe's Tow Service	JOB TITLE/CLASSIFICATION Tow Driver			
DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE 02/27/11	LICENSE CLASS C	ENDORSEMENTS
MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE 09/11/11	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:

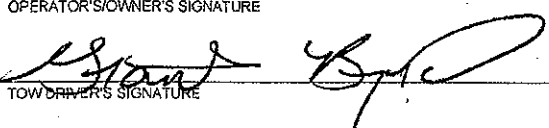
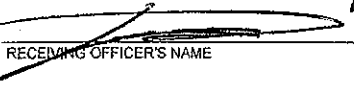

Class A: _____ Class B: _____ Class C: 1yr 4 m Class D: _____

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--

IF YES, EXPLAIN CIRCUMSTANCES, INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

 I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE 	DATE 10-21-2010	
TOW DRIVER'S SIGNATURE 	DATE 10-21-10	
RECEIVING OFFICER'S NAME 	ID NUMBER	DATE

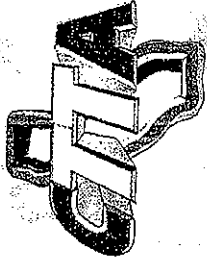
FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

* PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

CALIFORNIA TOW TRUCK ASSOCIATION
Certificate of Achievement



THIS CERTIFIES THAT

Jaime Cortez

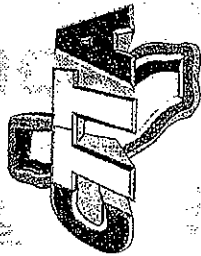
HAS SUCCESSFULLY COMPLETED THE COURSE
LIGHT DUTY LEVEL I
ISSUED BY THE
CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

PRESENTED: 6/28/2009

CERTIFICATE NO. IE-1-17173

EXPIRES: June 28, 2012

Steve Cardinale, Training Director



California Tow Truck Association
"promoting professionalism in the towing industry"

Light Duty Level 1 Training

Tow Operator

Jaime Cortez

Issued: 6/28/2009
Certificate #: 17173
Expires: 6/28/2012



TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) Grant Walkina Byrd	DATE OF BIRTH [REDACTED]
--	------------------------------------

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)
None

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

California Only

COMPANY NAME Pepe's Tow Service	JOB TITLE/CLASSIFICATION FSP Supervisor "Driver"		
DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE 10/05/15	LICENSE CLASS C
MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		MEDICAL CERTIFICATE EXPIRATION DATE 06/17/11	ENDORSEMENTS None
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES: Class A: 13 yts Class B: _____ Class C: _____ Class D: _____		OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR(S)/FELONY(ES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

Grant Byrd

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE <i>Grant Byrd</i>	DATE 10-21-2010
TOW DRIVER'S SIGNATURE <i>Grant Byrd</i>	DATE 10-21-2010
RECEIVING OFFICER'S NAME	ID NUMBER
	DATE

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

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Use previous editions until depleted

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Certificate of Completion

Presented to

GRANT BYRD

Operating Procedures Light Duty

JUNE 19, 2007

Date

Don Elston

Tow & Service Instructor

Harry Smith

ERS Group Manager

Robert White

Tow & Service Instruction Manager

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) Gilbert Preciado	DATE OF BIRTH [REDACTED]
---	-----------------------------

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

Fontana, CA 92335

COMPANY NAME Pepe's Tow Service	JOB TITLE/CLASSIFICATION Tow Driver			
DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE 02/11/15	LICENSE CLASS C	ENDORSEMENTS None
MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE 06/24/11	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

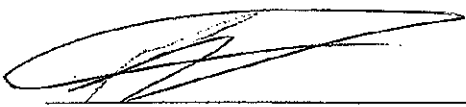
NUMBER OF YEARS EXPERIENCE AS A TOWTRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:

Class A: _____ Class B: _____ Class C: 1yr 5m Class D: _____

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
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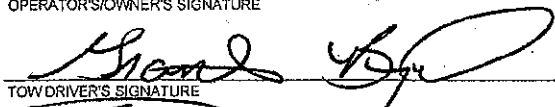
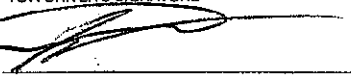
IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

In 2006, got rear ended on WB 10 W/O Sierra
In 2009, got hit head on during FSP Program WB Mill St
In 2009, got a traffic ticket on WB 60 Fwy



I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE 	DATE 10-21-2010	
TOW DRIVER'S SIGNATURE 	DATE 10-21-2010	
RECEIVING OFFICER'S NAME	ID NUMBER	DATE

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

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TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) Bernardino Zamudio Mejia	DATE OF BIRTH [REDACTED]
---	-----------------------------

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

California Only

COMPANY NAME Pepe's Tow Service	JOB TITLE/CLASSIFICATION Tow Driver			
DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE 01/07/13	LICENSE CLASS A	ENDORSEMENTS None
MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE 08/01/12	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:

Class A: 13yrs Class B: Class C: Class D:

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE 	DATE 10-21-2010	
TOW DRIVER'S SIGNATURE 	DATE	
RECEIVING OFFICER'S NAME	ID NUMBER	DATE

FOR CHP USE ONLY:

APPROVED DISAPPROVED

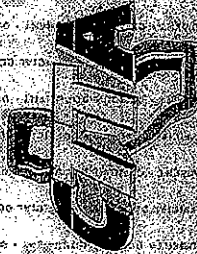
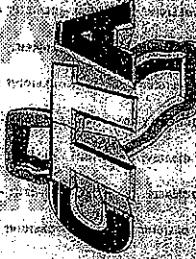
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Use previous editions until depleted

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CALIFORNIA TOW TRUCK ASSOCIATION
Certificate of Achievement



THIS CERTIFIES THAT

Bernardino Mejia

HAS SUCCESSFULLY COMPLETED THE COURSE
HEAVY DUTY LEVEL VI

ISSUED BY THE

CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

PRESENTED: 9/12/2010

CERTIFICATE NO. IE-6-12874 EXPIRES: 9/12/2013

Steve Cardinale

Steve Cardinale, Training Director

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) Oscar Pacheco	DATE OF BIRTH [REDACTED]
--	-----------------------------

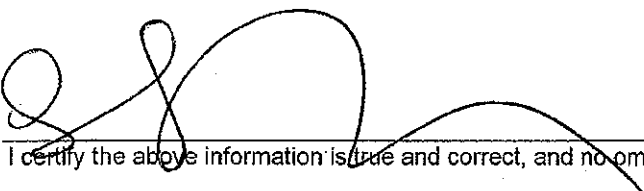
LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

COMPANY NAME Pepe's Tow Service	JOB TITLE/CLASSIFICATION Tow Driver			
DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE 05/13/14	LICENSE CLASS A	ENDORSEMENTS
MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE 06/16/12	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES: Class A: <u>11</u> yrs Class B: _____ Class C: _____ Class D: _____				
OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		

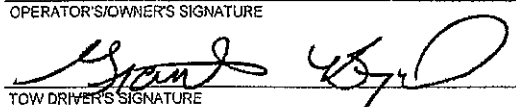

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

[REDACTED]
1996 was charged with auto thief burglary but not convicted.
I also have 1 speeding ticket EB10 W/O Cabazon 05/13/08.



I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE 	DATE 10-21-2010	
TOW DRIVER'S SIGNATURE 	DATE 10-22-10	
RECEIVING OFFICER'S NAME	ID NUMBER	DATE

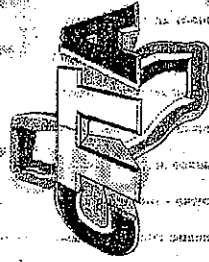
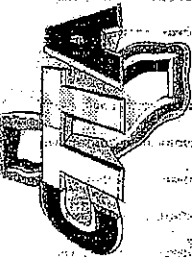
FOR CHP USE ONLY:

APPROVED DISAPPROVED

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CALIFORNIA TOW TRUCK ASSOCIATION
Certificate of Achievement



THIS CERTIFIES THAT

Oscar Pacheco

HAS SUCCESSFULLY COMPLETED THE COURSE
HEAVY DUTY LEVEL VI

ISSUED BY THE
CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

PRESENTED: 9/13/2009

CERTIFICATE NO. IE-6-12709 EXPIRES: 9/13/2012

A handwritten signature in black ink, appearing to read 'Steve Cardinale'.

Steve Cardinale, Training Director

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) DATE OF BIRTH
 Javier Lopez Hernandez [REDACTED]

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

COMPANY NAME Pepe's Tow Service		JOB TITLE/CLASSIFICATION Tow Driver	
DRIVER LICENSE NUMBER [REDACTED]		STATE CA	EXPIRATION DATE 02/19/11
		LICENSE CLASS C	ENDORSEMENTS
MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		MEDICAL CERTIFICATE EXPIRATION DATE 06/17/12	
		OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:			
Class A:	Class B:	Class C: 4yrs	Class D:
OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

Javier Lopez Hernandez

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE <i>[Signature]</i>		DATE 10-21-2010
TOW DRIVER'S SIGNATURE <i>[Signature]</i>		DATE 10-21-10
RECEIVING OFFICER'S NAME	ID NUMBER	DATE

FOR CHP USE ONLY:

APPROVED DISAPPROVED

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Use previous editions until depleted

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Certificate of Completion

Presented to

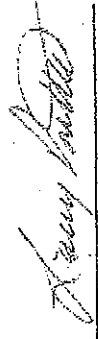
Javier Hernandez

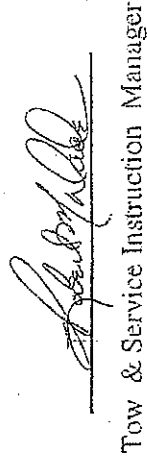
Operating Procedures Light Duty

3/24/07

Date


Tow & Service Instructor


ERS Group Manager


Tow & Service Instruction Manager



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/20/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

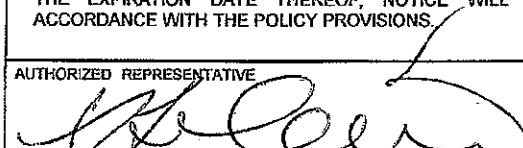
PRODUCER CISNEROS INSURANCE AGENCY 21900 Barton Rd #106 Grand Terrace, CA 92313 License#: 0D64422		CONTACT NAME: Adrian Cisneros PHONE (A/C No, Ext): (909) 777-0005 FAX (A/C, No): (909) 498-7315 E-MAIL ADDRESS: acisneros@farmersagent.com PRODUCER CUSTOMER ID#:	
INSURED Pepe's Towing, Inc 14351 Veterans Way Moreno Valley, CA 92553		INSURER(S) AFFORDING COVERAGE INSURER A: COMPANION PROPERTY & CASUALTY INSURANCE CO 12157 INSURER B: Mid Century Insurance Company 21687 INSURER C: <i>AGWJCA</i> INSURER D: INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	Y	094355259 ✓	10/15/10	10/15/11	EACH OCCURRENCE \$ 1,000,000 ✓ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 ✓ MED EXP (Any one person) \$ 5,000 ✓ PERSONAL & ADV INJURY \$ 1,000,000 ✓ GENERAL AGGREGATE \$ 2,000,000 ✓ PRODUCTS - COM/PROP AGG \$ 1,000,000 ✓ \$	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANYAUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	Y	094355259	10/15/10	10/15/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 ✓ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$	
	UMBRELLA LIAB EXCESS LIAB DEDUCTIBLE RETENTION \$							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	Y	By <i>M. Clump</i> Date 10-28-10 CPCA10435	04/01/10	04/01/11	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 ✓ E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 ✓ E.L. DISEASE - POLICY LIMIT \$ 1,000,000 ✓
	Garagekeepers On Hook							Y

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate Holder same as additional insured. Waiver of Subrogation Applies, If required by written contract.

CERTIFICATE HOLDER City of Moreno Valley 14177 Frederick St Moreno Valley, CA 92553	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

AGENCY CUSTOMER ID: Pepe's Towing, Inc.

LOC #: _____

ADDITIONAL REMARKS SCHEDULEPage 1 of 1

AGENCY CISNEROS INSURANCE AGENCY		NAMED INSURED Pepe's Towing, Inc.	
POLICY NUMBER 094355259		2000 W Key St Colton, CA 92324	
CARRIER Mid Century Insurance Exchange	NAIC CODE 21687	EFFECTIVE DATE: 10/15/2010	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: The**Additional Coverage as Follows:**

Building(s) Blanket \$2,766,424, Deductible \$1000
 Business Personal Property \$450,000, Deductible \$1000
 Employment Practices \$250,000, Deductible \$5000

Garage Liability Plan II Coverage (symbol 27, 28, 29)

Per Occurrence Limit \$1,000,000

Aggregate Limit \$2,000,000

Includes:

Premises and Operations (Includes Property Damage)

Products and Completed Operations

Independent Contractors

Contractual Liability

Owners Protective Liability

Personal and Advertising Injury Liability

Host Liquor Liability

Fire Legal Liability

Property Damage Deductible \$500 per Accident

Garage Operations Property Damage Deductible \$500 per Accident

Comprehensive Deductible- ACV Specified Autos \$500

Collision Deductible- ACV Specified Autos \$1000

Uninsured Motorist (Symbol 27)

Limit \$60000

Deductible \$0

The insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by claims paid.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.



FARMERS

E3153
1st Edition

**CHANGES IN TRANSFER OF
RIGHTS OF RECOVERY AGAINST OTHERS TO US
(WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 10-15-2010	Countersigned By: (Authorized Representative)
Named Insured: PEPE'S TOWING SERVICE POLICY #09435 52 59 ✓	

SCHEDULE

Name Of Person(s) Or Organization(s): CITY OF MORENO VALLEY
Additional Premium: \$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The Transfer Of Rights Of Recovery Against Others To Us Condition does not apply to the person(s) or organization(s) shown in the Schedule. We will retain the additional premium shown above, regardless of any early termination of this endorsement or the policy.

This endorsement is part of your policy. It supersedes and controls anything to the contrary. It is otherwise subject to all the terms of the policy.

POLICY NUMBER: 09435 52 59 ✓

BUSINESSOWNERS
BP 04 48 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED PERSON
OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Name Of Person Or Organization:

CITY OF MORENO VALLEY ✓
14177 FREDERICK ST
MORENO VALLEY CA 92553

*Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

The following is added to Paragraph C. Who Is An Insured in Section II – Liability :

4. Any person or organization shown in the Schedule is also an insured, but only with respect to liability arising out of your ongoing operations or premises owned by or rented to you.

POLICY NUMBER: 09435 52 59 ✓

BUSINESSOWNERS
BP 04 97 07 02

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

SCHEDULE*

Name Of Person Or Organization:

CITY OF MORENO VALLEY ✓
14177 FREDERICK ST
MORENO VALLEY CA 92553

* Information required to complete this Schedule, if not shown on this endorsement, will be shown in the Declarations.

**Paragraph K. Transfer Of Rights Of Recovery
Against Others To Us in Section III – Common
Policy Conditions is amended by the addition of the
following:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

This page intentionally left blank.

SUPERIOR TOWING, INC.

Evaluation Form

Proposal with Addendum

EXHIBIT H

-881-

Item No. G.3

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST
 revised: 11/1/2010

TOW COMPANY: Superior Towing, Inc.

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
City of MV Business License	X		License #19654 (10/01/2010)
No financial interest in other tow company and/or applicant within City of MV	X		Provided statement.
Storage yard must be located in City limits	X		24385 Nandina Avenue, D, Moreno Valley, CA
1. Organizational Information			
a. Company Name	X		Superior Towing, Inc.
DBA			N/A
Documentation for authorized individual to submit RFP	X		Provided statement.
b. Organizational Structure	X		Superior Towing, Inc.
Date of organization	X		January 24, 1996
c. Federal Tax ID #	X		33-0691484
d. Name	X		Patrick and Dawn Kirk
Address	X		3121 S. Riverside Drive, Riverside, CA
Phone	X		(951) 653-9000
Fax	X		(951) 924-1400
e-mail	X		dkirk@kirk-lawgroup.com
e. State of CA permits/licenses	X		Motor Carrier Permit No. 0080777 (non-expiring); USDOT No. 749056; Interstate Authority: MC482035.
f. Statement that company accepts all conditions/rqmts in RFP	X		Signed by D. Kirk, Vice President
2. Facilities, Equipment and Personnel			
a. Address: Administrative offices	X		24385 Nandina Avenue, D, Moreno Valley, CA
Address: Vehicle storage facility (if separate from office)	X		24385 Nandina Avenue, D, Moreno Valley, CA
Site Plan: Administrative Offices	X		
Site Plan: Vehicle storage facility (if separate from office)	X		

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

TOW COMPANY: Superior Towing, Inc.

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
<i>Site Plan</i>	X		
Name, address, phone number of applicant/tow operator	X		
Property lines/lot dimensions	X		
Dimensions of access points to site, off-street parking, loading, parking for customers/employees	X		
Location of building structures - include distance between buildings/property lines	X		
Location of driveways	X		
Location of landscape planters	X		
Location of building security lights	X		
Location of parking lot lights	X		
Location of perimeter fencing	X		
Evidence that lot will accommodate min. number of cars per stds.	X		200 +/- (8 +/- spaces "inside.")
b. Deed of Trust			N/A
or Lease	X		
c. List of any secondary facilities with all included from 2 a.above.			N/A

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

TOW COMPANY:

Superior Towing, Inc.

	IN COMPLIANCE BY NOV. 30, 2010		NOTES				
	YES	NO					
d. List of all Equipment Vehicles	x						
Class	x		Vehicle #1 CLASS A	Vehicle #2 CLASS A	Vehicle #3 CLASS A	Vehicle #4 CLASS D	Vehicle #5 CLASS D
Make	x		PETERBLT 330	KENWORTH T270	KENWORTH T270	PETERBILT 325	KENWORTH T800
Model	x		10-Ton flatbed	8-Ton flatbed	8-Ton flatbed	wrecker	wrecker
Year	x		2001	2008	2009	2005	2006
Equipment for each Vehicle	x		w/independent wheel lift	w/independent wheel lift	w/independent wheel lift		
PLATE NO.	x		6K23264	8T20619	8U97878	CP95024	CP82158
CHP Forms	x		CHP407F + 234B	CHP407F + 234B	CHP407F + 234B	CHP407F + 234B	CHP407F + 234B
Vehicle Replacement Policy			Each vehicle receives regular safety inspections/services exceeding CA BIT program minimum requirements. Vehicles replaced on "as needed" basis; are replaced prior to 350,000 miles.				
Class	x		Vehicle #6 CLASS D	Vehicle #7			
Make	x		KENWORTH W900L	LANDOLL 410			
Model	x		tracker	Lowbed Trailer			
Year	x		2006	2007			
Equipment for each Vehicle	x						
PLATE NO.	x		UP60877	4HR6369			
CHP Forms	x		CHP407F + 234B	CHP407F + 234B			
Vehicle Replacement Policy	x		Same as above.				
e. Personnel							
Drivers	x		Six				
Supervisory	x		Owner and Vice President				
Office	x		Five				
Recruitment, Training and Customer Service Practices	x		In-house: Own dispatchers				

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

TOW COMPANY:

Superior Towing, Inc.

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
3. Financial/Organizational			
a. History of tow business	X		Founded 1988
Experience of company's key mgmt. personnel Program for substance abuse/drug free workplace	X		Owner in family business for years.
b. How tow company will provide monthly reports for stored/impounded vehicles, release of vehicles or other	X		Part of consortium (title 49 CFR Part 40, Part 382.305) Drug-free Workplace Act.
c. Manual log of all vehicles towed, stored, and released at request of MVPD. Copies of manual log can be submitted for City review on monthly basis or on demand.	X		Manual log of all vehicles towed, stored, and released at request of MVPD. Copies of manual log can be submitted for City review on monthly basis or on demand.
d. Certificate of Insurances	X	X	<i>Preliminary review of the certificates of insurance provided demonstrates the general compliance with the conditions of the RTS Program. Upon award of contract, each tow operator will be required to meet the City's insurance requirements. Each certificate will be reviewed and approved by City's Risk Manager.</i>
e. Identify years of experience	X		15 years
List any contracts has or had in last 5 years similar to City reqmts. Name/Contact for each reference.	X		
f. Complaints received from cities within last 2 years. Including equipment violations, inspection cites, etc.	X		None
g. Indicate if company has been suspended or terminated by another governmental agency; state reasons	X		None
h. Describe safety policies and safety training provided to employees.	X		Pull Notice Program
i. * If towing has been cited, suspended, terminated - supply date/description of violation/incident.	X		None
j. Provide collection procedure(s) and policy(ies)	X		In-house and use of American Capital
k. Explain how business would move large number of vehicles in short time period.	X		Three Flatbed can move Six vehicles.

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

TOW COMPANY:

Superior Towing, Inc.

	IN COMPLIANCE BY NOV. 30, 2010		CLASS A	CLASS B	CLASS C	CLASS D	Special Eqmt \$
	YES	NO					
4. Rates for Service							
a. Fees							
Proposed Hourly rate							
Hourly Rate (M-F 8am-5pm)	x		\$180.00	\$200.00	\$250.00	\$300.00	
Hourly Rate (Night/weekend/M-f 5pm-8am)	x		\$195.00	\$225.00	\$300.00	\$330.00	
Outside Storage	x		\$45.00	\$50.00	\$55.00	\$57.00	
Inside Storage	x		\$47.00	\$50.00	\$55.00	\$60.00	
Service Call	x		\$90.00	\$100.00	\$125.00	\$150.00	
Gate Fee (flat fee/not hourly)	x		\$90.00	\$100.00	\$125.00	\$150.00	
Other Charges:							
Short Lien	x						\$70.00
Long Lien	x						\$100.00
Extra Labor	x						\$45.00/hour
Mark-Up Rate	x						20%
Response time - during business hours		x	20 min	20 min	30 min	30 min	verbal resp time
Response time - after business hours		x	30 min	30 min	45 min	45 min	verbal resp time
Storage or any other fee charged to vehicle owner and/or his agent.	x						
Submit a mark-up rate (% of cost to tow operator) for retail equipment and specialized labor not listed on application.	x		20%				
5. Applicant shall submit:							
a. Five (5) copies of Proposal	x						
One (1) unbound 8.5 x 11 black and white	x						
b. copy (reproducible)	x						
c. One (1) electronic copy (Adobe/PDF)	x						
RTS APPLICATION FEE \$2,828	x						
Cert of Occupancy B0900917							
<p>NOTES: Requested information on security system specs. Superior provided PDF file on system/specs. Planning has noted the existing business sign has not been approved. Prior to the beginning of service on the RTS Program, the tow operator must submit a sign plan application for review and approval by the Planning Division. In addition, the existing B & B Framing sign should be removed. Response time exceeds MVMC Chapter 12.14. Tow operator will be conditions to comply with 20 minute response time. Indoor storage of vehicles have not been approved by Planning or Building and Safety. If a contract is awarded to tow operator, said building must be approved prior to the beginning of service.</p>							

SUPERIOR TOWING, INC.
PROPOSAL FOR
CITY OF MORENO VALLEY
ROTATIONAL TOW SERVICE
PROGRAM

RFP # JLL-10/11-01

Superior Towing, Inc.
RFP JLL 10/11-01
Rotational Tow Service Program

1.

ORGANIZATIONAL INFORMATION

Superior Towing, Inc.
RFP JLL 10/11-01
Rotational Tow Service Program

- A. Legal Name: Superior Towing, Inc.
Officers: Patrick J. Kirk, President/CEO/CFO
Dawn Kirk, Vice President/Secretary
- B. Structure: Superior Towing, Inc. is a California corporation – CA 1777117,
organized on 1/24/1996.
- C. Federal Tax ID: 33-0691484
- D. Contacts:

Patrick J. Kirk
Superior Towing, Inc.
24385 Nandina Avenue, Ste D
Moreno Valley, CA 92551
Ph: (951) 653-9000
Fax: (951) 924-1400

Dawn Kirk
Kirk Law Group, APLC
3941 Brockton Avenue, Ste 3
Riverside, CA 92501
Ph: (951) 784-4160
Fax: (951) 784-4178
Email: dkirk@kirk-lawgroup.com

- E. Permits, Licenses:

CA Non-Expiring Motor Carrier Permit: 0080777
USDOT Number: 749056
Interstate Authority: MC482035
City of Moreno Valley Business License: 19654

- F. Superior Towing, Inc. accepts all conditions and requirements contained in
the Request for Proposal ("RFP") – Rotational Tow Service Program,
Chapter 12.14 of the Moreno Valley Municipal Code and the sample
agreement enclosed in the RFP.

October 7, 2010

By: 
Dawn Kirk, Vice President
Superior Towing, Inc.

Superior Towing, Inc.
RFP JLL 10/11-01
Rotational Tow Service Program

EXHIBITS TO

1.

ORGANIZATIONAL INFORMATION

Superior Towing, Inc.
RFP JLL 10/11-01
Rotational Tow Service Program



State of California
 Bill Jones
 Secretary of State

No Changes Since 2001

STATEMENT BY DOMESTIC STOCK CORPORATION

Filing Fee \$20.00 - If Amendment, See Instructions

IMPORTANT - Read Instructions Before Completing This Form

1. CORPORATE NAME: (Do not alter if name is preprinted.)

C1777117 DUE DATE 01-31-02 141505
 SUPERIOR TOWING, INC.
 1869 SERVICE CT
 RIVERSIDE, CA 92507

This Space For Filing Use Only

IF THERE HAS BEEN NO CHANGE IN ANY OF THE INFORMATION CONTAINED IN THE LAST STATEMENT BY DOMESTIC STOCK CORPORATION ON FILE WITH THE CALIFORNIA SECRETARY OF STATE, CHECK THE BOX AND PRECEED TO FILE THE

2. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE CITY AND STATE ZIP CODE

3121 S. RIVERSIDE AVENUE BLOOMINGTON CA 92316

3. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY CITY STATE ZIP CODE

Same

4. MAILING ADDRESS CITY AND STATE ZIP CODE

Same

LIST THE NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS: (The corporation must have these officers. An appropriate title for the officer may be added but do not alter or obliterate the form.)

5. CHIEF EXECUTIVE OFFICER/ ADDRESS CITY AND STATE ZIP CODE

PATRICK J. KIRK 3121 S. RIVERSIDE AVE. BLOOMINGTON, CA 92316

6. SECRETARY/ ADDRESS CITY AND STATE ZIP CODE

DAWN KIRK 3121 S. RIVERSIDE AVE. BLOOMINGTON, CA 92316

7. CHIEF FINANCIAL OFFICER/ ADDRESS CITY AND STATE ZIP CODE

PATRICK J. KIRK 3121 S. RIVERSIDE AVE. BLOOMINGTON, CA 92316

LIST THE NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS. (The corporation must have one or more directors.)

8. NAME ADDRESS CITY AND STATE ZIP CODE

PATRICK J. KIRK 3121 S. RIVERSIDE AVE. BLOOMINGTON, CA 92316

9. NAME ADDRESS CITY AND STATE ZIP CODE

10. NAME ADDRESS CITY AND STATE ZIP CODE

11. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:

12. CHECK THE APPROPRIATE PROVISION BELOW AND NAME THE AGENT FOR SERVICE OF PROCESS:

AN INDIVIDUAL RESIDING IN CALIFORNIA.

A CORPORATION WHICH HAS FILED A CERTIFICATE PURSUANT TO CALIFORNIA CORPORATIONS CODE SECTION 1505.

AGENT'S NAME: PATRICK J. KIRK

13. ADDRESS OF THE AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL. CITY STATE ZIP CODE

3121 S. RIVERSIDE AVE. BLOOMINGTON CA 92316

14. DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION

TOWING + RECOVERY SERVICE

15. THIS STATEMENT IS TRUE, CORRECT AND COMPLETE.

DAWN KIRK
 TYPE OR PRINT NAME OF OFFICER OR AGENT

Dawn Kirk
 SIGNATURE

SECRETARY 1/6/01
 TITLE DATE



Secretary of State Administration Elections Business Programs Political Reform Archives Registries

Business Entities (BE)

Online Services

- Business Search
- Disclosure Search
- E-File Statements
- Mail Processing Times

Main Page

Service Options

Name Availability

Forms, Samples & Fees

Annual/Biennial Statements

Filing Tips

Information Requests
(certificates, copies & status reports)

Service of Process

FAQs

Contact Information

Resources

- Business Resources
- Tax Information
- Starting A Business
- International Business Relations Program

Customer Alert
(misleading business solicitations)

Business Entity Detail

Data is updated weekly and is current as of Friday, September 03, 2010. It is not a complete or certified record of the entity.

Entity Name:	SUPERIOR TOWING, INC.
Entity Number:	C1777117
Date Filed:	01/24/1996
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	3121 S RIVERSIDE AVE
Entity City, State, Zip:	BLOOMINGTON CA 92316
Agent for Service of Process:	PATRICK J KIRK
Agent Address:	3121 S RIVERSIDE AVE
Agent City, State, Zip:	BLOOMINGTON CA 92316

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code **section 2114** for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to **Name Availability**.
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to **Information Requests**.
- For help with searching an entity name, refer to **Search Tips**.
- For descriptions of the various fields and status types, refer to **Field Descriptions and Status Definitions**.

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DEPARTMENT OF MOTOR VEHICLES
 MOTOR CARRIER SERVICES BRANCH MS G875
 P.O. BOX 932370 Sacramento, CA. 94232-3700
 (916) 657-8153



11/28/2007

SUPERIOR TOWING INC
 3121 RIVERSIDE AVE
 BLOOMINGTON, CA 92316

 DEPARTMENT OF MOTOR VEHICLES A Public Service Agency		NON-EXPIRING MOTOR CARRIER PERMIT Combined Carrier	
DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA. 94232-3700		Valid From: 11/27/2007	Valid Through: Non-Expiring
SUPERIOR TOWING INC 3121 RIVERSIDE AVE BLOOMINGTON, CA 92316		CA#: 0080777	
		The carrier named on this permit is subject to the Unified Carrier Registration Act (UCRA) of 2005, and is granted a non-expiring permit of the following classification: <p style="text-align: center;">For Hire Corporation</p>	
		Not Valid for Intrastate Only Operations	
Pmt Date: N/A	Office #: 154		
Account #: 36338	Tech ID: EB		
Sequence #: 0115	Amt Paid: No Fee		

!!!IMPORTANT REMINDERS!!!

1. This non-expiring Motor Carrier Permit (MCP) will remain valid as long as you continue to conduct interstate operations. The Unified Carrier Registration Act (UCRA) of 2005 exempts combined carriers (carriers who operate both intra and interstate) from MCP requirements.
2. Federal Motor Carrier Safety Administration insurance requirements must be maintained.
3. If you commence intrastate only operations, you must renew your MCP.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

DMV 2200 MCP (NEW 10/2007)

A Public Service Agency

FMCSA Motor Carrier

USDOT Number: 749056

Docket Number: MC482035

Legal Name: SUPERIOR TOWING, INC.

DBA (Doing-Business-As) Name SUPERIOR TOWING



Addresses

Business Address: 3121 S. RIVERSIDE AVE.
BLOOMINGTON, CA 92316

Business Phone: (909) 421-0903 Business Fax:

Mail Address: 3121 S. RIVERSIDE AVE.
BLOOMINGTON, CA 92316

Mail Phone:

Mail Fax:

Undeliverable Mail: NO

Authorities:

Common Authority: ACTIVE

Application Pending: NO

Contract Authority: NONE

Application Pending: NO

Broker Authority: NONE

Application Pending: NO

Property: YES

Passenger: NO

Household Goods: NO

Private: NO

Enterprise: NO

Insurance Requirements:

BIPD Exempt: NO

BIPD Waiver: NO

BIPD Required: \$750,000

BIPD on File: \$1,000,000

Cargo Exempt: NO

Cargo Required: YES

Cargo on File: YES

BOC-3: YES

Bond Required: NO

Bond on File: NO

Blanket Company: ALL AMERICAN AGENTS OF PROCESS

Comments:

Active/Pending Insurance:

Form: 91X

Type: BIPD/Primary

Posted Date: 02/05/2010

Policy/Surety Number: TOW-010914

Coverage From:

\$0 To: \$1,000,000

Effective Date: 02/15/2010

Cancellation Date:

Insurance Carrier: CRUSADER INSURANCE COMPANY

Attn:

Address: 23521 MULHOLLAND DR

WOODLAND HILLS, CA 91364 US

Telephone: (818) 591 - 9800

Fax: (818) 591 - 9858

Form: 34

Type: CARGO

Posted Date: 02/05/2010

Policy/Surety Number: TOW-010914

Coverage From:

\$0 To: \$5,000*

Effective Date: 02/15/2010

Cancellation Date:

Insurance Carrier: CRUSADER INSURANCE COMPANY

Attn:

Address: 23521 MULHOLLAND DR

WOODLAND HILLS, CA 91364 US

Telephone: (818) 591 - 9800

Fax: (818) 591 - 9858

Run Date: September 10, 2010

Page 1 of 8

Data Source: Licensing and Insurance
li_carrier

Run Time: 18:24

FMCSA Motor Carrier

USDOT Number: 749056

Docket Number: MC482035

Legal Name: SUPERIOR TOWING, INC.

DBA (Doing-Business-As) Name SUPERIOR TOWING



Note:

* If a carrier is in compliance, the amount of coverage will always be shown as the required Federal minimum (\$5,000 per vehicle, \$10,000 per occurrence for cargo insurance and \$10,000 for bond/trust fund).
The carrier may actually have higher levels of coverage.

Rejected Insurances:

Form:	Type:	Coverage From:	\$0	To:	\$0
Policy/Surety Number:		Received:		Rejected:	
Rejected Reason:					

CITY OF MORENO VALLEY

BUSINESS LICENSE TAX RECEIPT

The person, firm or corporation named below has paid the appropriate fees to the City and is hereby granted this business license tax receipt for the business described below. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of any law or ordinance. The City does not pass on the qualifications of the holder of this business license tax receipt.

Business Name: Superior Towing, Inc (Rotational Tow)
Business Location: 24385 Nandina Ave #D, Moreno Valley, CA 92551
Business Owner: Superior Towing, Inc
Patrick J. Kirk

BUSINESS TYPE: 997


Description: Towing Services- Rotational Tow

SUPERIOR TOWING, INC (ROTATIONAL
TOW)
3121 S RIVERSIDE AVE
BLOOMINGTON, CA 92316

BUSINESS LICENSE #: 19654

Effective Date: January 01, 2010

Expiration Date: December 31, 2010



Richard Teichert

Financial & Administrative Services Director

TO BE POSTED IN A CONSPICUOUS PLACE

NOT TRANSFERABLE

2.

**FACILITIES, EQUIPMENT &
PERSONNEL**

Superior Towing, Inc.
RFP JLL 10/11-01
Rotational Tow Service Program

A. Facilities:

Superior Headquarters:
3121 S. Riverside Avenue
Bloomington, CA 92316

Superior Moreno Valley Office/Yard:
24385 Nandina Avenue, Ste D
Moreno Valley, CA 92551

Site plan attached.

- B. Moreno Valley Facilities leased from Bunker Family, LLC. See attached.
- C. No secondary facilities exist related to the Moreno Valley operation.
- D. Vehicles to be utilized in Moreno Valley's RTS program: See attached and below.

<u>Class</u>	<u>Unit</u>	<u>Year/Make/Model</u>	<u>Equipment</u>
A	8	'01 Peterbilt 330	24' Century 10-Ton Flatbed w/Independent Wheelift
A	64	'08 Kenworth T270	22' Chevron 8-Ton Flatbed w/Independent Wheelift
A	70	'09 Kenworth T270	22' Chevron 8-Ton Flatbed w/Independent Wheelift
D	40	'05 Peterbilt 325	50-Ton Century Wrecker Unit
D	44	'06 Kenworth T800	50-Ton Century Wrecker Unit
D	46	'06 Kenworth W900L Tractor	
-	47	'07 Landoll 410	Lowbed Trailer

Vehicle Replacement Policy: All vehicles/trailers are kept in top form, each receiving regular safety inspections and services exceeding the California BIT program's minimum requirements. All vehicles are replaced on an "as needed" basis, but in any event, are replaced prior to accumulating 350,000 miles.

E. Personnel: See attached and below.

<u>Drivers:</u>	<u>Type</u>	<u>Certifications</u>	<u>Tow Experience</u>
Craig Burks	Supervisor	CTTA* Heavy Duty Level VI	19 yrs Class A
	Driver		21 yrs Class B-D
Daniel Crummey	Driver	CTTA Heavy Duty Level VI	15 yrs Class A
			13 yrs Class B
			11 yrs Class C-D
Patrick Kirk	President	CTTA Heavy Duty Level VI	30+ yrs Class A-D
Noah Mayo	Driver	CTTA Light Duty Level II	3 yrs Class A
		CTTA Heavy Duty Level VI	
James Kirk	Driver	Class A	50+ yrs Class A-D
Gerardo Calleros	Driver	Class A	Lowbed Driver

Superior Towing, Inc.
RFP JLL 10/11-01
Rotational Tow Service Program

* CTTA = California Tow Truck Association

Office Personnel:

Daniel Ferris

Dawn Kirk – Vice President

Summer Kirk

Samuel Mayo

Travis Yates

Recruitment/Training Practices: Superior only hires drivers with clean Class A driving records and only those with experience in the towing industry. All drivers are required to pass a pre-employment drug test prior to hiring. Drivers must demonstrate their proficiency in Class A driving as well as in safely operating towing equipment. Each is given a road test examination and must perform satisfactorily before being hired.

Tow truck drivers are required to be or to become certified as a Heavy Duty Level VI operator (the highest certification available) by the California Tow Truck Association. All drivers are periodically required to demonstrate their ability to safely operate various vehicles and equipment in their classification.

Customer Service Practices: Superior Towing's mission is to provide its customers with superior towing and recovery services in a timely and damage-free manner, which is represented by its professional staff and equipment. Customer satisfaction is its top priority. Professionalism is a requirement.

In order to convey its professionalism to its customers, drivers are required to wear clean uniforms, inspect their trucks daily and to keep their equipment in safe and clean operating order.

Superior **never** utilizes mindless answering services. Instead, its telephones are answered by Superior employees 24 hours a day, 365 days a year, which significantly cuts down on customer frustration. Office personnel are trained in proper release procedures, to give customers clear and concise instructions as to the steps required to get their vehicles released, and to release vehicles in a courteous professional manner.

EXHIBITS TO

2.

**FACILITIES, EQUIPMENT &
PERSONNEL**

Superior Towing, Inc.
RFP JLL 10/11-01
Rotational Tow Service Program

Bunker Family LLC,
A California Limited Liability Company
24385 Nandina Avenue
Moreno Valley, CA 92551

October 5, 2010

City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

RE: Superior Towing, Inc. Lease

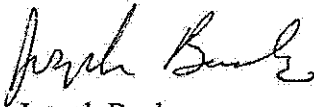
To Whom It May Concern:

Please be advised that Superior Towing, Inc. leases from Bunker Family LLC, the property commonly known as 24385 Nandina Avenue, Suite D, located in the City of Moreno Valley, County of Riverside, State of California, with zip code 92551, as outlined on Exhibit A attached hereto.

The lease commenced in August of 2009 and continues through April 2015. Superior Towing, Inc. has the right to operate a vehicle towing and storage business on the premises.

Should you have any questions or concerns, please feel free to contact me at (951) 830-7884.

Sincerely,



Joseph Bunker
Managing Member

Encl.

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
SAFETYNET DRIVER / VEHICLE INSPECTION REPORT
 CHP 407F (Rev. 11-06) OPI 062



4985604 SPEC. PROJ. CODE

DATE: 030810 TIME START: 0820 LEVEL: 1 LOC CODE: 840 BEAT: 851 INSPECTED BY: LEGER ID NUMBER: 12416 TIME END: 0847

DRIVER INFORMATION
 FIRST NAME: CLAY MI: A LAST NAME: BURNS DDL NO. [REDACTED] BIRTH DATE: [REDACTED] STATE: CA

CARRIER INFORMATION
 CHP NO.: CA-80777 PUC NO.: ICC NO.: MC- CARRIER NAME: SUPERIOR TOWING INC DOT NO.: US DOT - STREET ADDRESS: 5121 S. RIVERSIDE AVE CITY: BIRMINGHAM STATE: CA ZIP CODE: 38216

VEH YEAR	MAKE	TYPE	AXLES	LICENSE NUMBER	STATE	EQUIPMENT NO.	DRIVER QUALIFICATIONS				
							COMPLIANCE	NO	O/S	DIS	
1	01	PTAB	55	2	6K 23264	CA	8	Driver's License			
2								Medical Cert.			
3								Driver's Log			
4								Driver's Hours			

VEHICLE INSPECTION				DISPOSITION CODES				BRAKE ADJUST.		HAZARDOUS MATERIALS INSPECTION					
COMPLIANCE	VEHICLE 1			VEHICLE 2				Front		COMPLIANCE			NO	O/S	DIS
	NO	O/S	DIS	NO	O/S	DIS	NO	O/S	DIS	NO	O/S	DIS			
Steering Components				1 - Repaired at Scene 2 - Towed / Escorted 3 - Other 4 - Unknown				Left	Right	Ship / Paper Manifest					
Exhaust										HM License					
Warning Devices										HM Registration					
Low Air Warning Device										Placards					
Air Loss: Unapplied										Packaging					
Air Loss: Applied										Labels					
Brake Adjustment										Loading / Securement					
Brake Drums / Shoes										Can / Portable Tanks					
Overweight Pass										Safety Equipment					
Fuel System										CODES	RC?	HW?			
Lights: Stop / Turn											<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Connection Devices											<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Wheels											<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No			
Tires											Placards Required? <input type="checkbox"/> Yes <input type="checkbox"/> No				
Suspension											HAZARDOUS MATERIALS CODES				
Maintenance / Other											A-1.1 (Explosives)	I-2.3 (Poison Gas)	Q-6.1 (Pol. PG III)		
Registration											B-1.2 (Explosives)	J-3 (Flam. Liquid)	R-6.2 (Inlec. Sub.)		
CVSA STICKERS ISSUED	V-1	V-2	V-3	V-4							C-1.3 (Explosives)	K-4.1 (Flam. Sol.)	S-7 (Radioactive)		
NO. 215s ISSUED	1										D-1.4 (Explosives)	L-4.2 (Spon. Carb.)	T-8 (Corrosive)		
NO. 281s ISSUED	1										E-1.5 (Explosives)	M-4.3 (Dang. W. Wet)	U-9 (Misc.)		
CHP 215 NO.	12055206										F-1.6 (Explosives)	N-5.1 (Oxidizer)	V-(Combustible Liquid)		
CHP 281 NO.	1										G-2.1 (Flam. Gas)	O-5.2 (Org. Perox.)	W-(ORM-D)		
OFFICER ID NO.	12416										H-(Nonflam. Gas)	P-6.1 (Pol. PG I & II)	X-(Other)		
OWNER'S RESPONSIBILITY	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No														
REGULATED VEHICLE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No														
REVIEWED BY															

COMMENTS:

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THE FORM I have acknowledged that I have reviewed and received a copy of this report DRIVER'S SIGNATURE: *CLAY*

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 7-09) OPI 062

#8

AREA NUMBER 540	COMPANY Superior Towing Inc	CA NUMBER 80777	DOT NUMBER	LEGEND P = Pass F = Fail
YEAR 2001	MAKE Freight	MODEL 330	LICENSE NUMBER 2R23 264	VIN 2A1FNHD7L81M558118
GVMR 31300	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)			
<input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input checked="" type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAR CARRIER				

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F	DESCRIPTION	VC	P	F	DESCRIPTION	VC
<input checked="" type="checkbox"/>		Current Registration	4000 VC	<input checked="" type="checkbox"/>		Parking Brake	26451 VC
<input checked="" type="checkbox"/>		Headlights	24400 VC	<input checked="" type="checkbox"/>		Windshield	26700 VC
<input checked="" type="checkbox"/>		Beam Indicator	24408 VC	<input checked="" type="checkbox"/>		Windshield Wipers	26706 VC
<input checked="" type="checkbox"/>		Tail Lamps	24600 VC	<input checked="" type="checkbox"/>		Mirrors	26709 VC
<input checked="" type="checkbox"/>		License Plate Lamp	24601 VC	<input checked="" type="checkbox"/>		Horn	27000 VC
<input checked="" type="checkbox"/>		Stop Lamps	24603 VC	<input checked="" type="checkbox"/>		Exhaust System	27150 VC
<input checked="" type="checkbox"/>		Rear Lamps W/Cord	24605 VC	<input checked="" type="checkbox"/>		Fuel Cap	27155 VC
<input checked="" type="checkbox"/>		Backup Lamps (1969+)	24606 VC	<input checked="" type="checkbox"/>		Tire Tread	27465 VC
<input checked="" type="checkbox"/>		Reflectors, Rear	24607 VC	<input checked="" type="checkbox"/>		Fenders/Mud Guards	27600 VC
<input checked="" type="checkbox"/>		Reflectors, Front and Side (1968+)	24608 VC	<input checked="" type="checkbox"/>		Broom	27700 VC
<input checked="" type="checkbox"/>		Turn Signals	24951 VC	<input checked="" type="checkbox"/>		Shovel	27700 VC
<input checked="" type="checkbox"/>		Clearance Lamps (>80" Wide)	25100 VC	<input checked="" type="checkbox"/>		Fire Extinguisher 4B, C Rating	27700 VC
<input checked="" type="checkbox"/>		Amber Warning Lights	25253 VC	<input checked="" type="checkbox"/>		Safety Chains	29004 VC
<input checked="" type="checkbox"/>		Warning Devices (Reflectors)	25300 VC	<input checked="" type="checkbox"/>		Signs	27907 VC
		Service Brakes	26311 VC				

SERVICE AND OTHER EQUIPMENT

<input checked="" type="checkbox"/>	Flashlight	<input checked="" type="checkbox"/>	Hydraulic Jack
<input checked="" type="checkbox"/>	Wrecking Bar (Large Pry Bar)	<input checked="" type="checkbox"/>	Metric and Standard Lug Wrenches
<input checked="" type="checkbox"/>	Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.	<input checked="" type="checkbox"/>	Rubber Mallet / Hub Cap Tool
<input checked="" type="checkbox"/>	Trash Cans W/Absorbent	<input checked="" type="checkbox"/>	Lockout Tools (Classes A and B)
<input checked="" type="checkbox"/>	Shop Rags/Paper Towels	<input checked="" type="checkbox"/>	Motorcycle Straps (Class A)
<input checked="" type="checkbox"/>	Shop to Truck Communications (Cell phones / 2-way radio)	<input checked="" type="checkbox"/>	Sledge Hammer
<input checked="" type="checkbox"/>	Fuel in Approved Containers (Classes A and B)	<input checked="" type="checkbox"/>	Tool Kit
<input checked="" type="checkbox"/>	Booster Battery or Hot Box	<input checked="" type="checkbox"/>	ANSI Class III Safety Attire

TOWING EQUIPMENT

<input checked="" type="checkbox"/>	Rating Plates	<input checked="" type="checkbox"/>	Wrecker Controls
<input checked="" type="checkbox"/>	Controls Labeled	<input checked="" type="checkbox"/>	Throttle Control
<input checked="" type="checkbox"/>	Wrecker Boom Assembly	<input checked="" type="checkbox"/>	Hydraulic Rams, Hoses, Valves
<input checked="" type="checkbox"/>	Wheel Lift Assembly	<input checked="" type="checkbox"/>	Cable Sheaves
<input checked="" type="checkbox"/>	Body and Towing Equipment Mounting Bolts	<input checked="" type="checkbox"/>	Recovery Chain
<input checked="" type="checkbox"/>	Winch: Ramsley Type: H, D		

WHEEL LIFT

<input checked="" type="checkbox"/>	Pivot Pin	<input checked="" type="checkbox"/>	Cradle/Straps
<input checked="" type="checkbox"/>	Wheel Tie Down Straps	<input checked="" type="checkbox"/>	Grid/Fork
<input checked="" type="checkbox"/>	"L" Arms	<input checked="" type="checkbox"/>	Claw

CONVENTIONAL

<input checked="" type="checkbox"/>	Tow Sling Assembly (Check for bent inner tubes)	<input checked="" type="checkbox"/>	Sling Pads
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CAR CARRIER

<input checked="" type="checkbox"/>	Carrier Sub Frame	<input checked="" type="checkbox"/>	Bed Safety Lock
<input checked="" type="checkbox"/>	Bed Pivot Pin	<input checked="" type="checkbox"/>	Slide Pads

VEHICLE SAFETY

<input checked="" type="checkbox"/>	Steering	<input checked="" type="checkbox"/>	Suspension
<input checked="" type="checkbox"/>	Frame	<input checked="" type="checkbox"/>	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)

Boyer 9374

DATE

3-8-10

TOW OPERATOR'S SIGNATURE

CAF

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A		CLASS A	
P	F	P	F
	Minimum 14,000 Pound GVWR Chassis		Tow Sling "Minimum" 3,000 Pounds (if equipped)
	4-Ton Recovery Equipment Rating		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
	One 4-Ton Snatch Block		Safety Chains 5/16" Alloy or OEM Specifications
	Tow Dolly		Wheel Lift Rating - Extended 3,000 Pounds
	Steering Wheel Securement Device		Adequate Crossbeams, 4"x4"x60"
	Wheel Lift Safety Straps		100' 3/8" 6 x 19 Wire Rope or OEM Specifications
CLASS A-CAR CARRIER ONE VEHICLE			
	Minimum 14,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material
	Loading Bridle with J/T Hook		
CLASS A-CAR CARRIER TWO VEHICLE			
	Minimum 19,501 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	Loading Bridle with J/T Hooks		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material
CLASS B			
	Minimum 26,001 Pound GVWR Chassis		Truck Hitch with 7,000 Pound Rating (if equipped)
	16-Ton Recovery Equipment Rating		Adequate Crossbeams = 4"x6"x48"
	150' 7/16" 6 x 19 Wire Rope or OEM Specifications		Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
	Safety Chains 1/2" Alloy or OEM Specifications		Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
	Two 8-Ton Snatch Blocks		Wheel Lift Safety Straps w/Tie-Down Straps or Chains
	Air Brakes or Hydraulic W/Air Hookup Package		Lift/Fork Adapters w/Tie-Down Straps or Chains
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Tow Bar 7,000 Pound Rating
CLASS B-CAR CARRIER ONE VEHICLE			
	Minimum 33,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
	Loading Bridle with J/T Hooks		Adequate Cross Beams or Adequate Ramping Material
	Steering Wheel Securement Device		
CLASS C			
	Minimum 48,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	25-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	200' 5/8" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Under Lift Securement Safety Chains or Straps
	Air Brakes W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Safety Tie-Down Chains and Binders
	Tow Sling 12,000 Pound Rating (if equipped)		Tow Bar 12,000 Pound Rating
CLASS D			
	Minimum 52,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	35-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	250' 3/4" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Tow Bar 20,000 Pound Rating
	Air Brakes W/Air Hookup Package		Lift/Fork Adapters
	Air Hoses and Fittings		Aluminum Tow Angles (Minimum 2)
	Steering Wheel Securement Device		Safety Tie-Down Chains and Binders
	Axle Cover/Caps		Tow Sling with 20,000 Pound Rating (if equipped)
	Under Lift Securement Safety Chains or Straps		

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to: HPM-81.2, Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
7800	314	
FORMULA		
1/2 FAW: 3500	x WB: 749000	= BY OH: 85 = MLC: 8811
CLASS OF VEHICLE BASED ON THE MLC		

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
SAFETYNET DRIVER / VEHICLE INSPECTION REPORT
 CHP 407F (Rev. 11-06) OPI 062



4985606 SPEC. PROJ. CODE

DATE: 12/14/14 TIME START: 12:30 LEVEL: 1 LOC CODE: 240 BEAT: 221 INSPECTED BY: [Signature] ID NUMBER: 1514 TIME END: 1:00

DRIVER INFORMATION
 FIRST NAME: [Signature] MI: [Signature] LAST NAME: [Signature] DDL NO: [Redacted] BIRTH DATE: [Redacted] STATE: CA

CARRIER INFORMATION
 CHP NO. CA - CARRIER NAME: [Signature] PUC NO.: [Signature] ICC NO. MC - DOT NO. US DOT - 741284
 STREET ADDRESS: [Signature] CITY: [Signature] STATE: CA ZIP CODE: 92114

VEHICLE INFORMATION							DRIVER QUALIFICATIONS					
VEH YEAR	MAKE	TYPE	AXLES	LICENSE NUMBER	STATE	EQUIPMENT NO.	COMPLIANCE			NO	O/S	DIS
1	[Signature]	ES	2	2720619	CA	641	Driver's License	[Signature]	[Signature]	[Signature]		
2							Medical Cert.	[Signature]	[Signature]	[Signature]		
3							Driver's Log	[Signature]	[Signature]	[Signature]		
4							Driver's Hours	[Signature]	[Signature]	[Signature]		

VEHICLE INSPECTION				DISPOSITION CODES												HAZARDOUS MATERIALS INSPECTION							
COMPLIANCE		VEHICLE		1 - Repaired at Scene 2 - Towed / Escorted 3 - Other 4 - Unknown												COMPLIANCE			NO	O/S	DIS		
NO	O/S	DIS	VEHICLE 1	VEHICLE 2			VEHICLE 3			VEHICLE 4			COMPLIANCE			NO	O/S	DIS					
Steering Components	E																Ship / Paper Manifest	[Signature]	[Signature]	[Signature]			
Exhaust	F															HM License	[Signature]	[Signature]	[Signature]				
Warning Devices	G														HW Regulations	[Signature]	[Signature]	[Signature]					
Low Air Warning Device	H														Placards	[Signature]	[Signature]	[Signature]					
Air Loss - Unapplied	I														Packaging	[Signature]	[Signature]	[Signature]					
Air Loss - Applied	J														Markings	[Signature]	[Signature]	[Signature]					
Brake Adjustment	K														Labels	[Signature]	[Signature]	[Signature]					
Brake Drums / Shoes	L														Loading / Securement	[Signature]	[Signature]	[Signature]					
Other Brake Parts	M														Cargo / Portable Tanks	[Signature]	[Signature]	[Signature]					
Fuel System	N														Safety Equipment	[Signature]	[Signature]	[Signature]					
Lights - Stop / Turn	O														COOES	[Signature]	[Signature]	[Signature]					
Connection Devices	P														Placards Required?	[Signature]	[Signature]	[Signature]					
Wheels	Q														HAZARDOUS MATERIALS CODES								
Tires	R														A - 1.1 (Explosives)	I - 2.3 (Poison Gas)	Q - 6.1 (Pal. PG III)						
Flame	S														B - 1.2 (Explosives)	J - 3 (Flam. Liquid)	R - 6.2 (Infect. Sub.)						
Suspension	T														C - 1.3 (Explosives)	K - 4.1 (Flam. Solid)	S - 7 (Radioactive)						
Maintenance / Other	U														D - 1.4 (Explosives)	L - 4.2 (Sport. Comb.)	T - 8 (Corrosive)						
Registration	V														E - 1.5 (Explosives)	M - 4.3 (Oxid. w / Wet)	U - 9 (Misc.)						
CVSA STICKERS ISSUED	V-1				V-2				V-3						F - 1.8 (Explosives)	N - 5.1 (Oxidizer)	V - (Combustible Liquid)						
NO. 215s ISSUED	CHP 215 NO.														G - 2.1 (Flam. Gas)	O - 5.2 (Org. Perox.)	W - (ORM - D)						
NO. 281s ISSUED	CHP 281 NO.														H - (Nonflam. Gas)	P - 6.1 (Pal. PG I & II)	X - (Chem)						

NO. 215s ISSUED: CHP 215 NO. [Signature] OFFICER ID NO. [Signature] REGULATED VEHICLE: Yes No
 NO. 281s ISSUED: CHP 281 NO. [Signature] OWNER'S RESPONSIBILITY: Yes No RESPONSIBLE PERSON: [Signature] REVIEWED BY: [Signature] ID NO.: [Signature]

COMMENTS

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THE FORM *I have acknowledged that I have reviewed and received a copy of this report* DRIVER'S SIGNATURE: [Signature]

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 7-09) OPI 062

464

AREA NUMBER 840	COMPANY Suburban Towing	CA NUMBER	DOT NUMBER 749036	LEGEND P = Pass F = Fail
YEAR 2008	MAKE Kel	MODEL T 270	LICENSE NUMBER BT 20619	VIN JH1KMH6K78M230878
GVWR 26000	EQUIPMENT TYPE (CHECK APPROPRIATE BOX) <input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK-HITCH <input checked="" type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F	4000 VC	P	F	26451 VC
✓		Current Registration	✓		Parking Brake
✓		Headlights	✓		Windshield
✓		Beam Indicator	✓		Windshield Wipers
✓		Tail Lamps	✓		Mirrors
✓		License Plate Lamp	✓		Horn
✓		Stop Lamps	✓		Exhaust System
✓		Rear Lamps W/Cord	✓		Fuel Cap
✓		Backup Lamps (1969+)	✓		Tire Tread
✓		Reflectors, Rear	✓		Fenders/Mud Guards
✓		Reflectors, Front and Side (1968+)	✓		Broom
✓		Turn Signals	✓		Shovel
✓		Clearance Lamps (>80" Wide)	✓		Fire Extinguisher 4B, C Rating
✓		Amber Warning Lights			Safety Chains
✓		Warning Devices (Reflectors)	✓		Signs
✓		Service Brakes	✓		

SERVICE AND OTHER EQUIPMENT

✓	Flashlight	✓	Hydraulic Jack
✓	Wrecking Bar (Large Pry Bar)	✓	Metric and Standard Lug Wrenches
✓	Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.	✓	Rubber Mallet / Hub Cap Tool
✓	Trash Cans W/Absorbent	✓	Lockout Tools (Classes A and B)
✓	Shop Rags/Paper Towels	✓	Motorcycle Straps (Class A)
✓	Shop to Truck Communications (Cell phones / 2-way radio)	✓	Sledge Hammer
✓	Fuel in Approved Containers (Classes A and B)	✓	Tool Kit
✓	Booster Battery or Hot Box	✓	ANSI Class III Safety Attire

TOWING EQUIPMENT

✓	Rating Plates		Wrecker Controls
✓	Controls Labeled		Throttle Control
✓	Wrecker Boom Assembly	✓	Hydraulic Rams, Hoses, Valves
✓	Wheel Lift Assembly	✓	Cable Sheaves
✓	Body and Towing Equipment Mounting Bolts	✓	Recovery Chain
✓	Winch: W&W Type:		

WHEEL LIFT

✓	Pivot Pin	✓	Cradle/Straps
✓	Wheel Tie Down Straps	✓	Grid/Fork
✓	"L" Arms	✓	Claw

CONVENTIONAL

✓	Tow Sling Assembly (Check for bent inner tubes)	✓	Sling Pads
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CAR CARRIER

✓	Carrier Sub Frame	✓	Bed Safety Lock
✓	Bed Pivot Pin	✓	Slide Pads

VEHICLE SAFETY

✓	Steering	✓	Suspension
✓	Frame	✓	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER) BSEIL 9374	DATE 3/21/12	TOW OPERATOR'S SIGNATURE 
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Destroy Previous Editions

Chp234B_0709.pdf

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A			
P	F	P	F
	Minimum 14,000 Pound GVWR Chassis		Tow Sling "Minimum" 3,000 Pounds (if equipped)
	4-Ton Recovery Equipment Rating		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
	One 4-Ton Snatch Block		Safety Chains 5/16" Alloy or OEM Specifications
	Tow Dolly		Wheel Lift Rating - Extended 3,000 Pounds
	Steering Wheel Securement Device		Adequate Crossbeams, 4"x4"x60"
	Wheel Lift Safety Straps		100' 3/8" 6 x 19 Wire Rope or OEM Specifications
CLASS A CAR CARRIER ONE VEHICLE			
	Minimum 14,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material
	Loading Bridle with J/T Hook		
CLASS A CAR CARRIER TWO VEHICLE			
✓	Minimum 19,501 Pound GVWR Chassis	✓	4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
✓	Loading Bridle with J/T Hooks	✓	2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
✓	50' 3/8" 6 x 19 Wire Rope or OEM Specifications	✓	Adequate Crossbeams or Adequate Ramping Material
CLASS B			
	Minimum 26,001 Pound GVWR Chassis		Truck Hitch with 7,000 Pound Rating (if equipped)
	16-Ton Recovery Equipment Rating		Adequate Crossbeams = 4"x6"x48"
	150' 7/16" 6 x 19 Wire Rope or OEM Specifications		Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
	Safety Chains 1/2" Alloy or OEM Specifications		Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
	Two 8-Ton Snatch Blocks		Wheel Lift Safety Straps w/Tie-Down Straps or Chains
	Air Brakes or Hydraulic W/Air Hookup Package		Lift/Fork Adapters w/Tie-Down Straps or Chains
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Tow Bar 7,000 Pound Rating
CLASS B CAR CARRIER ONE VEHICLE			
	Minimum 33,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
	Loading Bridle with J/T Hooks		Adequate Cross Beams or Adequate Ramping Material
	Steering Wheel Securement Device		
CLASS C			
	Minimum 48,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	25-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	200' 5/8" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Under Lift Securement Safety Chains or Straps
	Air Brakes W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Safety Tie-Down Chains and Binders
	Tow Sling 12,000 Pound Rating (if equipped)		Tow Bar 12,000 Pound Rating
CLASS D			
	Minimum 52,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	35-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	250' 3/4" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Tow Bar 20,000 Pound Rating
	Air Brakes W/Air Hookup Package		Lift/Fork Adapters
	Air Hoses and Fittings		Aluminum Tow Angles (Minimum 2)
	Steering Wheel Securement Device		Safety Tie-Down Chains and Binders
	Axle Cover/Caps		Tow Sling with 20,000 Pound Rating (if equipped)
	Under Lift Securement Safety Chains or Straps		

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
7050	214	
FORMULA		
1/2 FAW: 3550	x WB: 749000	÷ BY OH: 85 = MLC: 8811
CLASS OF VEHICLE BASED ON THE MLC		

70

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 7-09) OPI 082

AREA NUMBER 840	COMPANY SUPERIOR TOWING	CA NUMBER	DOT NUMBER 74056	LEGEND P = Pass F = Fail
YEAR 2009	MAKE RLV	MODEL T 270	LICENSE NUMBER 8097875	VIN 2JXHM6x69M231250
GVWR 2600	EQUIPMENT TYPE (CHECK APPROPRIATE BOX) <input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input checked="" type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		VC	P	F		VC
<input checked="" type="checkbox"/>		Current Registration	4000 VC	<input checked="" type="checkbox"/>		Parking Brake	26451 VC
<input checked="" type="checkbox"/>		Headlights	24400 VC	<input checked="" type="checkbox"/>		Windshield	26700 VC
<input checked="" type="checkbox"/>		Beam Indicator	24408 VC	<input checked="" type="checkbox"/>		Windshield Wipers	26706 VC
<input checked="" type="checkbox"/>		Tail Lamps	24600 VC	<input checked="" type="checkbox"/>		Mirrors	26709 VC
<input checked="" type="checkbox"/>		License Plate Lamp	24601 VC	<input checked="" type="checkbox"/>		Horn	27000 VC
<input checked="" type="checkbox"/>		Stop Lamps	24603 VC	<input checked="" type="checkbox"/>		Exhaust System	27150 VC
<input checked="" type="checkbox"/>		Rear Lamps W/Cord	24605 VC	<input checked="" type="checkbox"/>		Fuel Cap	27155 VC
<input checked="" type="checkbox"/>		Backup Lamps (1989+)	24606 VC	<input checked="" type="checkbox"/>		Tire Tread	27465 VC
<input checked="" type="checkbox"/>		Reflectors, Rear	24607 VC	<input checked="" type="checkbox"/>		Fenders/Mud Guards	27600 VC
<input checked="" type="checkbox"/>		Reflectors, Front and Side (1968+)	24608 VC	<input checked="" type="checkbox"/>		Broom	27700 VC
<input checked="" type="checkbox"/>		Turn Signals	24951 VC	<input checked="" type="checkbox"/>		Shovel	27700 VC
<input checked="" type="checkbox"/>		Clearance Lamps (>80" Wide)	25100 VC	<input checked="" type="checkbox"/>		Fire Extinguisher 4B, C-Rating	27700 VC
<input checked="" type="checkbox"/>		Amber Warning Lights	25253 VC	<input checked="" type="checkbox"/>		Safety Chains	29004 VC
<input checked="" type="checkbox"/>		Warning Devices (Reflectors)	25300 VC	<input checked="" type="checkbox"/>		Signs	27907 VC
<input checked="" type="checkbox"/>		Service Brakes	26311 VC				

SERVICE AND OTHER EQUIPMENT

<input checked="" type="checkbox"/>	Flashlight	<input checked="" type="checkbox"/>	Hydraulic Jack
<input checked="" type="checkbox"/>	Wrecking Bar (Large Pry Bar)	<input checked="" type="checkbox"/>	Metric and Standard Lug Wrenches
<input checked="" type="checkbox"/>	Six (6) 30-Minute Flares & 6 ReflectORIZED Cones, Min. 12" Ht.	<input checked="" type="checkbox"/>	Rubber Mallet / Hub Cap Tool
<input checked="" type="checkbox"/>	Trash Cans W/Absorbent	<input checked="" type="checkbox"/>	Lockout Tools (Classes A and B)
<input checked="" type="checkbox"/>	Shop Rags/Paper Towels	<input checked="" type="checkbox"/>	Motorcycle Straps (Class A)
<input checked="" type="checkbox"/>	Shop to Truck Communications (Cell phones / 2-way radio)	<input checked="" type="checkbox"/>	Sledge Hammer
<input checked="" type="checkbox"/>	Fuel in Approved Containers (Classes A and B)	<input checked="" type="checkbox"/>	Tool Kit
<input checked="" type="checkbox"/>	Booster Battery or Hot Box	<input checked="" type="checkbox"/>	ANSI Class III Safety Attire

TOWING EQUIPMENT

<input checked="" type="checkbox"/>	Rating Plates	<input checked="" type="checkbox"/>	Wrecker Controls
<input checked="" type="checkbox"/>	Controls Labeled	<input checked="" type="checkbox"/>	Throttle Control
<input checked="" type="checkbox"/>	Wrecker Boom Assembly	<input checked="" type="checkbox"/>	Hydraulic Rams, Hoses, Valves
<input checked="" type="checkbox"/>	Wheel Lift Assembly	<input checked="" type="checkbox"/>	Cable Sheaves
<input checked="" type="checkbox"/>	Body and Towing Equipment Mounting Bolts	<input checked="" type="checkbox"/>	Recovery Chain
<input checked="" type="checkbox"/>	Winch: <i>WACW</i> Type:		

WHEEL LIFT

<input checked="" type="checkbox"/>	Pivot Pin	<input checked="" type="checkbox"/>	Cradle/Straps
<input checked="" type="checkbox"/>	Wheel Tie Down Straps	<input checked="" type="checkbox"/>	Grid/Fork
<input checked="" type="checkbox"/>	"L" Arms	<input checked="" type="checkbox"/>	Claw

CONVENTIONAL

<input checked="" type="checkbox"/>	Tow Sling Assembly (Check for bent inner tubes)	<input checked="" type="checkbox"/>	Sling Pads
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CAR/CARRIER

<input checked="" type="checkbox"/>	Carrier Sub Frame	<input checked="" type="checkbox"/>	Bed Safety Lock
<input checked="" type="checkbox"/>	Bed Pivot Pin	<input checked="" type="checkbox"/>	Slide Pads

VEHICLE SAFETY

<input checked="" type="checkbox"/>	Steering	<input checked="" type="checkbox"/>	Suspension
<input checked="" type="checkbox"/>	Frame	<input checked="" type="checkbox"/>	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER) <i>Bentz 9374</i>	DATE <i>3-8-10</i>	TOW OPERATORS SIGNATURE <i>[Signature]</i>
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TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F	P	F
			Tow Sling "Minimum" 3,000 Pounds (if equipped)
			Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
			Safety Chains 5/16" Alloy or OEM Specifications
			Wheel Lift Rating - Extended 3,000 Pounds
			Adequate Crossbeams, 4"x4"x60"
			100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

			4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
			Adequate Crossbeams or Adequate Ramping Material

CLASS A CAR CARRIER TWO VEHICLE

<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>	Adequate Crossbeams or Adequate Ramping Material

CLASS B

			Truck Hitch with 7,000 Pound Rating (if equipped)
			Adequate Crossbeams = 4"x6"x48"
			Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
			Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
			Wheel Lift Safety Straps w/Tie-Down Straps or Chains
			Lift/Fork Adapters w/Tie-Down Straps or Chains
			Safety Tie-Down Chains and Binders
			Aluminum Tow Angles (Minimum 2)
			Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

			4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
			2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
			Adequate Cross Beams or Adequate Ramping Material

CLASS C

			Tow Chains 5/8" Grade 70 or OEM Specifications
			4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
			Pintle Hook
			Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
			Under Lift Securement Safety Chains or Straps
			Wheel Lift Safety Straps
			Lift/Fork Adapters
			Aluminum Tow Angles (Minimum 2)
			Safety Tie-Down Chains and Binders
			Tow Bar 12,000 Pound Rating

CLASS D

			Tow Chains 5/8" Grade 70 or OEM Specifications
			4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
			Pintle Hook
			Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
			Tow Bar 20,000 Pound Rating
			Lift/Fork Adapters
			Aluminum Tow Angles (Minimum 2)
			Safety Tie-Down Chains and Binders
			Tow Sling with 20,000 Pound Rating (if equipped)
			Under Lift Securement Safety Chains or Straps

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
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FORMULA

$$\frac{1}{2} \text{ FAW} \times \text{WB} + \text{BY OH} = \text{MLC}$$

CLASS OF VEHICLE BASED ON THE MLC

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649

Report Number: CA304S000601
Inspection Date: 03/16/2010
Start Time: 07:13 AM End Time: 07:35 AM
Inspection Level: V - Terminal
HM Inspection Type: None

SUPERIOR TOWING INC
3121 S RIVERSIDE AVENUE
BLOOMINGTON, CA 92316
USDOT#: 00749056 Phone#: (909)421-0903
MC/MX#: 482035 Fax#: _____
State#: _____

Driver: _____ State: _____
License#: _____
Date of Birth: _____
CoDriver: _____ State: _____
License#: _____
Date of Birth: _____

Location: San Bernardino Area MilePost: _____
Highway: 3121 RIVERSIDE AVE. Origin: _____ Shipper: _____
County: SAN BERNARDINO, CA Destination: _____ Bill of Lading: _____
Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	PTRB	2004	CA	CP95024	40		50,000		12056501	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported. Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Bea/Sub Area: 851; Veh #1 Type: 56; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
H. LESTER

Badge #:
12416

Copy Received By:

Page 1 of 1



CA304S000601

X _____

X _____

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 7-09) OPI 002

DOT 749056

AREA NUMBER 840	COMPANY SUPERIOR TOWING	CA NUMBER 80777	DOT NUMBER 749056	LEGEND <input checked="" type="checkbox"/> P = Pass <input type="checkbox"/> F = Fail
YEAR 2005	MAKE PETERBILT	MODEL 325	LICENSE NUMBER CP95024	VIN 1XP5AB9X75D854889
GWR 50,000	EQUIPMENT TYPE (CHECK APPROPRIATE BOX) <input type="checkbox"/> CONVENTIONAL <input checked="" type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F	DESCRIPTION	VC	P	F	DESCRIPTION	VC
<input checked="" type="checkbox"/>		Current Registration	4000 VC	<input checked="" type="checkbox"/>		Parking Brake	26451 VC
<input checked="" type="checkbox"/>		Headlights	24400 VC	<input checked="" type="checkbox"/>		Windshield	26700 VC
<input checked="" type="checkbox"/>		Beam Indicator	24408 VC	<input checked="" type="checkbox"/>		Windshield Wipers	26706 VC
<input checked="" type="checkbox"/>		Tail Lamps	24600 VC	<input checked="" type="checkbox"/>		Mirrors	26709 VC
<input checked="" type="checkbox"/>		License Plate Lamp	24601 VC	<input checked="" type="checkbox"/>		Horn	27000 VC
<input checked="" type="checkbox"/>		Stop Lamps	24603 VC	<input checked="" type="checkbox"/>		Exhaust System	27150 VC
<input checked="" type="checkbox"/>		Rear Lamps W/Cord	24605 VC	<input checked="" type="checkbox"/>		Fuel Cap	27155 VC
<input checked="" type="checkbox"/>		Backup Lamps (1969+)	24606 VC	<input checked="" type="checkbox"/>		Tire Tread	27465 VC
<input checked="" type="checkbox"/>		Reflectors, Rear	24607 VC	<input checked="" type="checkbox"/>		Fenders/Mud Guards	27600 VC
<input checked="" type="checkbox"/>		Reflectors, Front and Side (1968+)	24608 VC	<input checked="" type="checkbox"/>		Broom	27700 VC
<input checked="" type="checkbox"/>		Turn Signals	24951 VC	<input checked="" type="checkbox"/>		Shovel	27700 VC
<input checked="" type="checkbox"/>		Clearance Lamps (>80" Wide)	25100 VC	<input checked="" type="checkbox"/>		Fire Extinguisher 4B, C Rating	27700 VC
<input checked="" type="checkbox"/>		Amber Warning Lights	25253 VC	<input checked="" type="checkbox"/>		Safety Chains	29004 VC
<input checked="" type="checkbox"/>		Warning Devices (Reflectors)	25300 VC	<input checked="" type="checkbox"/>		Signs	27907 VC
<input checked="" type="checkbox"/>		Service Brakes	26311 VC				

SERVICE AND OTHER REQUIREMENTS

<input checked="" type="checkbox"/>	Flashlight	<input checked="" type="checkbox"/>	Hydraulic Jack
<input checked="" type="checkbox"/>	Wrecking Bar (Large Pry Bar)	<input checked="" type="checkbox"/>	Metric and Standard Lug Wrenches SOCKETS
<input checked="" type="checkbox"/>	Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" HL.	<input checked="" type="checkbox"/>	Rubber Mallet / Hub Cap Tool
<input checked="" type="checkbox"/>	Trash Cans W/Absorbent		Lockout Tools (Classes A and B)
<input checked="" type="checkbox"/>	Shop Rags/Paper Towels		Motorcycle Straps (Class A)
<input checked="" type="checkbox"/>	Shop to Truck Communications (Cell phones / 2-way radio)	<input checked="" type="checkbox"/>	Sledge Hammer
<input checked="" type="checkbox"/>	Fuel in Approved Containers (Classes A and B)	<input checked="" type="checkbox"/>	Tool Kit
<input checked="" type="checkbox"/>	Booster Battery or Hot Box		ANSI Class III Safety Attire

TOWING EQUIPMENT

<input checked="" type="checkbox"/>	Rating Plates	<input checked="" type="checkbox"/>	Wrecker Controls
<input checked="" type="checkbox"/>	Controls Labeled	<input checked="" type="checkbox"/>	Throttle Control
<input checked="" type="checkbox"/>	Wrecker Boom Assembly	<input checked="" type="checkbox"/>	Hydraulic Rams, Hoses, Valves
<input checked="" type="checkbox"/>	Wheel Lift Assembly	<input checked="" type="checkbox"/>	Cable Sheaves
<input checked="" type="checkbox"/>	Body and Towing Equipment Mounting Bolts	<input checked="" type="checkbox"/>	Recovery Chain
<input checked="" type="checkbox"/>	Winch: AP Type: HYDRAULIC		

WHEEL LIFT

<input type="checkbox"/>	Pivot Pin	<input type="checkbox"/>	Cradle/Straps
<input type="checkbox"/>	Wheel Tie Down Straps	<input type="checkbox"/>	Grid/Fork
<input type="checkbox"/>	"L" Arms	<input type="checkbox"/>	Claw

CONVENTIONAL

<input type="checkbox"/>	Tow Sling Assembly (Check for bent inner tubes)	<input type="checkbox"/>	Sling Pads
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CAR CARRIER

<input type="checkbox"/>	Carrier Sub Frame	<input type="checkbox"/>	Bed Safety Lock
<input type="checkbox"/>	Bed Pivot Pin	<input type="checkbox"/>	Slide Pads

VEHICLE SAFETY

<input type="checkbox"/>	Steering	<input type="checkbox"/>	Suspension
<input type="checkbox"/>	Frame	<input type="checkbox"/>	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER) H. CESTER #12416	DATE 3-16-10	TOW OPERATOR'S SIGNATURE <i>[Signature]</i>
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TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F	P	F
	Minimum 14,000 Pound GVWR Chassis		Tow Sling "Minimum" 3,000 Pounds (If equipped)
	4-Ton Recovery Equipment Rating		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
	One 4-Ton Snatch Block		Safety Chains 5/16" Alloy or OEM Specifications
	Tow Dolly		Wheel Lift Rating - Extended 3,000 Pounds
	Steering Wheel Securement Device		Adequate Crossbeams, 4"X4"X60"
	Wheel Lift Safety Straps		100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

	Minimum 14,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material
	Loading Bridle with J/T Hook		

CLASS A CAR CARRIER TWO VEHICLES

	Minimum 19,501 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	Loading Bridle with J/T Hooks		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material

CLASS B

	Minimum 26,001 Pound GVWR Chassis		Truck Hitch with 7,000 Pound Rating (if equipped)
	16-Ton Recovery Equipment Rating		Adequate Crossbeams = 4"x6"x48"
	150' 7/16" 6 x 19 Wire Rope or OEM Specifications		Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
	Safety Chains 1/2" Alloy or OEM Specifications		Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
	Two 8-Ton Snatch Blocks		Wheel Lift Safety Straps w/Tie-Down Straps or Chains
	Air Brakes or Hydraulic W/Air Hookup Package		Lift/Fork Adapters w/Tie-Down Straps or Chains
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

	Minimum 33,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
	Loading Bridle with J/T Hooks		Adequate Cross Beams or Adequate Ramping Material
	Steering Wheel Securement Device		

CLASS C

✓	Minimum 48,000 Pound GVWR Chassis	✓	Tow Chains 5/8" Grade 70 or OEM Specifications
✓	26-Ton Recovery Equipment Rating	✓	4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
✓	200' 5/8" 6x19 Wire Rope or OEM Specifications	✓	Pintle Hook
✓	Safety Chains 5/8" Alloy or OEM Specifications	✓	Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
✓	Two 12-Ton Snatch Blocks	✓	Under Lift Securement Safety Chains or Straps
✓	Air Brakes W/Air Hookup Package	✓	Wheel Lift Safety Straps
✓	Air Hoses and Fittings	✓	Lift/Fork Adapters
✓	Steering Wheel Securement Device	✓	Aluminum Tow Angles (Minimum 2)
✓	Axle Covers/Caps	✓	Safety Tie-Down Chains and Binders
	Tow Sling 12,000 Pound Rating (if equipped)	✓	Tow Bar 12,000 Pound Rating

CLASS D

	Minimum 52,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	35-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	250' 3/4" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Tow Bar 20,000 Pound Rating
	Air Brakes W/Air Hookup Package		Lift/Fork Adapters
	Air Hoses and Fittings		Aluminum Tow Angles (Minimum 2)
	Steering Wheel Securement Device		Safety Tie-Down Chains and Binders
	Axle Cover/Caps		Tow Sling with 20,000 Pound Rating (If equipped)
	Under Lift Securement Safety Chains or Straps		

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HP 1701.02 Annex (EE))

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
----------------------------------	----------------------------	---------------------------

FORMULA

$$\frac{1}{2} \text{ FAW} \times \text{WB} + \text{BY OH} = \text{MLC}$$

CLASS OF VEHICLE BASED ON THE MLC

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
SAFETYNET DRIVER / VEHICLE INSPECTION REPORT
 CHP 407F (Rev. 11-06) OPI 062



4985603

DATE: 03 08 10 TIME START: 0745 LEVEL: 1 LOC CODE: 340 BEAT: 831 INSPECTED BY: [Signature] ID NUMBER: 9574 TIME END: 0800

FIRST NAME: CRAIG MI: A LAST NAME: BURKIS DDL NO: [Redacted] BIR: [Redacted] STATE: CA

CHP NO: CA - CARRIER NAME: Superior Towing PUG NO. ICC NO. MC - DOT NO. US DOT - 749056

STREET ADDRESS: 3121 S RIVERSIDE AVE CITY: Bloomington STATE: CA ZIP CODE: 92316

VEH	YEAR	MAKE	TYPE	AXLES	LICENSE NUMBER	STATE	EQUIPMENT NO.	DRIVER QUALIFICATIONS			
								COMPLIANCE	NO	O/S	DIS
1	06	KW	56	3	CP82158	CA	44	Driver's License	A		
2								Medical Cert.	B		
3								Drivers Log	C		
4								Drivers Hours	D		

VEHICLE INSPECTION		DISPOSITION CODES												HAZARDOUS MATERIALS INSPECTION					
COMPLIANCE	VEHICLE 1	VEHICLE 2												VEHICLE 3	VEHICLE 4	COMPLIANCE	NO	O/S	DIS
		NO	O/S	DIS	NO	O/S	DIS	NO	O/S	DIS	NO	O/S	DIS						
Slewing Components	E																		
Exhaust	H																		
Warning Devices	G																		
Low Air Warning Device	H																		
Air Loss - Unapplied	L																		
Air Loss - Applied	M																		
Brake Adjustment	K																		
Brake Drums / Shoes	L																		
Other Brake Parts	M																		
Fuel System	N																		
Light / Stop / Turn	O																		
Connection Devices	P																		
Wheels	Q																		
Tires	B																		
Frame	S																		
Suspension	T																		
Maintenance / Other	U																		
Registration	V																		
CVSA STICKERS ISSUED	V-1																		
NO. 215a ISSUED	CHP 215 NO.																		
NO. 281a ISSUED	CHP 281 NO.																		
OFFICER ID NO.	9374																		
REGULATED VEHICLE	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No																		
OWNER'S RESPONSIBILITY	<input type="checkbox"/> Yes <input type="checkbox"/> No																		
REVIEWED BY																			

COMMENTS

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THE FORM

I have acknowledged that I have reviewed and received a copy of this report

DRIVER'S SIGNATURE

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STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 7-09) OPI 052

AREA NUMBER 840	COMPANY S. PRICE TOWING	CA NUMBER	DOT NUMBER 749256	LEGEND P = Pass F = Fail
YEAR 2006	MAKE KW	MODEL	LICENSE NUMBER CP82158	VIN 1NKD LB9256J112488
GVWR 54320	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)			
<input type="checkbox"/> CONVENTIONAL <input checked="" type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER				

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		P	F		
✓		Current Registration	4000 VC	✓	Parking Brake	26451 VC
✓		Headlights	24400 VC	✓	Windshield	26700 VC
✓		Beam Indicator	24408 VC	✓	Windshield Wipers	26706 VC
✓		Tail Lamps	24600 VC	✓	Mirrors	26709 VC
✓		License Plate Lamp	24601 VC	✓	Horn	27000 VC
✓		Stop Lamps	24603 VC	✓	Exhaust System	27150 VC
✓		Rear Lamps W/Cord	24605 VC	✓	Fuel Cap	27155 VC
✓		Backup Lamps (1969+)	24606 VC	✓	Tire Tread	27465 VC
✓		Reflectors, Rear	24607 VC	✓	Fenders/Mud Guards	27600 VC
✓		Reflectors, Front and Side (1968+)	24608 VC	✓	Broom	27700 VC
✓		Turn Signals	24951 VC	✓	Shovel	27700 VC
✓		Clearance Lamps (>80" Wide)	25100 VC	✓	Fire Extinguisher 4B, C Rating	27700 VC
✓		Amber Warning Lights	25253 VC	✓	Safety Chains	29004 VC
✓		Warning Devices (Reflectors)	25300 VC	✓	Signs	27907 VC
✓		Service Brakes	26311 VC			

SERVICE AND OTHER EQUIPMENT

✓	Flashlight	✓	Hydraulic Jack
✓	Wrecking Bar (Large Pry Bar)	✓	Metric and Standard Lug Wrenches SOCKETS
✓	Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.	✓	Rubber Mallet / Hub-Cap Tool
✓	Trash Cans W/Absorbent	✓	Lockout Tools (Classes A and B)
✓	Shop Rags/Paper Towels	✓	Motorcycle Straps (Class A)
✓	Shop to Truck Communications (Cell phones / 2-way radio)	✓	Sledge Hammer
✓	Fuel in Approved Containers (Classes A and B)	✓	Tool Kit
✓	Booster Battery or Hot Box	✓	ANSI Class III Safety Attire

TOWING EQUIPMENT

✓	Rating Plates	✓	Wrecker Controls
✓	Controls Labeled	✓	Throttle Control
✓	Wrecker Boom Assembly	✓	Hydraulic Rams, Hoses, Valves
✓	Wheel Lift Assembly UNDERLIFT	✓	Cable Sheaves
✓	Body and Towing Equipment Mounting Bolts	✓	Recovery Chain
✓	Winch: DP Type: 4:1		

WHEEL LIFT

✓	Pivot Pin	✓	Grade/Straps
✓	Wheel Tie Down Straps CHAINS	✓	Grnd/Fork
✓	"L" Arms	✓	Claw

CONVENTIONAL

✓	Tow Sling Assembly (Check for bent inner tubes)	✓	Sling Pads
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CAR CARRIER

✓	Carrier Sub Frame	✓	Bed Safety Lock
✓	Bed Pivot Pin	✓	Slide Pads

VEHICLE SAFETY

✓	Steering	✓	Suspension
✓	Frame	✓	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER) Beatz 9374	DATE 030810	TOW OPERATOR'S SIGNATURE <i>[Signature]</i>
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TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F	P	F
	Minimum 14,000 Pound GVWR Chassis		Tow Sling "Minimum" 3,000 Pounds (if equipped)
	4-Ton Recovery Equipment Rating		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
	One 4-Ton Snatch Block		Safety Chains 5/16" Alloy or OEM Specifications
	Tow Dolly		Wheel Lift Rating - Extended 3,000 Pounds
	Steering Wheel Securement Device		Adequate Crossbeams, 4"x4"x60"
	Wheel Lift Safety Straps		100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

	Minimum 14,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material
	Loading Bridle with J/T Hook		

CLASS A CAR CARRIER TWO VEHICLE

	Minimum 19,501 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	Loading Bridle with J/T Hooks		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material

CLASS B

	Minimum 26,001 Pound GVWR Chassis		Truck Hitch with 7,000 Pound Rating (if equipped)
	16-Ton Recovery Equipment Rating		Adequate Crossbeams = 4"x6"x48"
	150' 7/16" 6 x 19 Wire Rope or OEM Specifications		Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
	Safety Chains 1/2" Alloy or OEM Specifications		Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
	Two 8-Ton Snatch Blocks		Wheel Lift Safety Straps w/Tie-Down Straps or Chains
	Air Brakes or Hydraulic W/Air Hookup Package		Lift/Fork Adapters w/Tie-Down Straps or Chains
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

	Minimum 33,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
	Loading Bridle with J/T Hooks		Adequate Cross Beams or Adequate Ramping Material
	Steering Wheel Securement Device		

CLASS C

	Minimum 48,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	25-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	200' 5/8" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Under Lift Securement Safety Chains or Straps
	Air Brakes W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Safety Tie-Down Chains and Binders
	Tow Sling 12,000 Pound Rating (if equipped)		Tow Bar 12,000 Pound Rating

CLASS D

✓	Minimum 52,000 Pound GVWR Chassis	✓	Tow Chains 5/8" Grade 70 or OEM Specifications
✓	35-Ton Recovery Equipment Rating	✓	4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
✓	250' 3/4" 6x19 Wire Rope or OEM Specifications	✓	Pintle Hook
✓	Safety Chains 5/8" Alloy or OEM Specifications	✓	Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
✓	Two 12-Ton Snatch Blocks	✓	Tow Bar 20,000 Pound Rating
✓	Air Brakes W/Air Hookup Package	✓	Lift/Fork Adapters
✓	Air Hoses and Fittings	✓	Aluminum Tow Angles (Minimum 2)
✓	Steering Wheel Securement Device	✓	Safety Tie-Down Chains and Binders
✓	Axle Cover/Caps	✓	Tow Sling with 20,000 Pound Rating (if equipped)
	Under Lift Securement Safety Chains or Straps		

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
----------------------------------	----------------------------	---------------------------

FORMULA

$$\frac{1}{2} \text{ FAW} \times \text{WB} \div \text{BY OH} = \text{MLC}$$

CLASS OF VEHICLE BASED ON THE MLC

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
 California Highway Patrol
 860 Stillwater Road
 West Sacramento, CA 95605-1649

Report Number: CA304S000603
 Inspection Date: 03/16/2010
 Start Time: 08:01 AM End Time: 08:03 AM
 Inspection Level: V - Terminal
 HM Inspection Type: None

SUPERIOR TOWING INC
 3121 S RIVERSIDE AVENUE
 BLOOMINGTON, CA 92316

USDOT#: 00749056 Phone#: (909)421-0903
 MC/MX#: 482035 Fax#: _____
 State#: _____

Location: San Bernardino Area
 Highway: 3121 RIVERSIDE AVE.
 County: SAN BERNARDINO, CA

MilePost: _____
 Origin: _____
 Destination: _____

Driver: _____ State: _____
 License#: _____
 Date of Birth: _____
 CoDriver: _____ State: _____
 License#: _____
 Date of Birth: _____
 Shipper: _____
 Bill of Lading: _____
 Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TT	KW	2006	CA	UP60877					12056504	
2	ST	WANC	2005	CA	4FV1046					12056505	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
26453 VC /001	S	2	N		N	N	R-4 brake lining contaminated, ok 12416
1245(k)(2) CCR	S	2	N		N	N	Applied air loss at relay in front of R-4, ok 12416

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 860; Veh #1 Type: 25; Veh #2 Type: 40; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
 H. LESTER

Badge #:
 12416

Copy Received By:

Page 1 of 1



CA304S000603

X _____

X _____

#46

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 7-09) OPI 062

AREA NUMBER 840	COMPANY SUPERIOR TOWING	CA NUMBER 80777	DOT NUMBER 799056	LEGEND P = Pass F = Fail
YEAR 2006	MAKE KENWORTH	MODEL W900L	LICENSE NUMBER UP60877	VIN 1XKWD89X96J109770
GWR 48,000	EQUIPMENT TYPE (CHECK APPROPRIATE BOX) <input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F	DESCRIPTION	VC	P	F	DESCRIPTION	VC
✓		Current Registration	4000 VC	✓		Parking Brake	26451 VC
✓		Headlights	24400 VC	✓		Windshield	26700 VC
✓		Beam Indicator	24408 VC	✓		Windshield Wipers	26706 VC
✓		Tail Lamps	24600 VC	✓		Mirrors	26709 VC
✓		License Plate Lamp	24601 VC	✓		Horn	27000 VC
✓		Stop Lamps	24603 VC	✓		Exhaust System	27150 VC
✓		Rear Lamps W/Cord	24605 VC	✓		Fuel Cap	27155 VC
✓		Backup Lamps (1969+)	24606 VC	✓		Tire Tread	27465 VC
✓		Reflectors, Rear	24607 VC	✓		Fenders/Mud Guards	27600 VC
✓		Reflectors, Front and Side (1968+)	24608 VC	✓		Broom	27700 VC
✓		Turn Signals	24951 VC	✓		Shovel	27700 VC
✓		Clearance Lamps (>80" Wide)	25100 VC	✓		Fire Extinguisher 4B, C Rating	27700 VC
✓		Amber Warning Lights	25253 VC	✓		Safety Chains	29004 VC
✓		Warning Devices (Reflectors)	25300 VC	✓		Signs	27907 VC
✓		Service Brakes	26311 VC				

SERVICE AND OTHER EQUIPMENT

<input type="checkbox"/>	Flashlight	<input type="checkbox"/>	Hydraulic Jack
<input type="checkbox"/>	Wrecking Bar (Large Pry Bar)	<input type="checkbox"/>	Metric and Standard Lug Wrenches
<input type="checkbox"/>	Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.	<input type="checkbox"/>	Rubber Mallet / Hub Cap Tool
<input type="checkbox"/>	Trash Cans W/Absorbent	<input type="checkbox"/>	Lockout Tools (Classes A and B)
<input type="checkbox"/>	Shop Rags/Paper Towels	<input type="checkbox"/>	Motorcycle Straps (Class A)
<input type="checkbox"/>	Shop to Truck Communications (Cell phones / 2-way radio)	<input type="checkbox"/>	Sledge Hammer
<input type="checkbox"/>	Fuel in Approved Containers (Classes A and B)	<input type="checkbox"/>	Tool Kit
<input type="checkbox"/>	Booster Battery or Hot Box	<input type="checkbox"/>	ANSI Class III Safety Attire

TOWING EQUIPMENT

<input type="checkbox"/>	Rating Plates	<input type="checkbox"/>	Wrecker Controls
<input type="checkbox"/>	Controls Labeled	<input type="checkbox"/>	Throttle Control
<input type="checkbox"/>	Wrecker Boom Assembly	<input type="checkbox"/>	Hydraulic Rams, Hoses, Valves
<input type="checkbox"/>	Wheel Lift Assembly	<input type="checkbox"/>	Cable Sheaves
<input type="checkbox"/>	Body and Towing Equipment Mounting Bolts	<input type="checkbox"/>	Recovery Chain
<input type="checkbox"/>	Winch: _____ Type: _____		

WHEEL LIFT

<input type="checkbox"/>	Pivot Pin	<input type="checkbox"/>	Cradle/Straps
<input type="checkbox"/>	Wheel Tie Down Straps	<input type="checkbox"/>	Grid/Fork
<input type="checkbox"/>	"L" Arms	<input type="checkbox"/>	Claw

CONVENTIONAL

<input type="checkbox"/>	Tow Sling Assembly (Check for bent inner tubes)	<input type="checkbox"/>	Sling Pads
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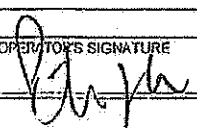
CAR CARRIER

<input type="checkbox"/>	Carrier Sub Frame	<input type="checkbox"/>	Bed Safety Lock
<input type="checkbox"/>	Bed Pivot Pin	<input type="checkbox"/>	Slide Pads

VEHICLE SAFETY

<input type="checkbox"/>	Steering	<input type="checkbox"/>	Suspension
<input type="checkbox"/>	Frame	<input type="checkbox"/>	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER) A. LESTER #12416	DATE 3-16-10	TOW OPERATOR'S SIGNATURE 
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DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
 California Highway Patrol
 860 Stillwater Road
 West Sacramento, CA 95605-1649

Report Number: CA304S000602
 Inspection Date: 03/16/2010
 Start Time: 07:49 AM End Time: 07:55 AM
 Inspection Level: V - Terminal
 HM Inspection Type: None

SUPERIOR TOWING INC.
 3121 S RIVERSIDE AVENUE
 BLOOMINGTON, CA 92316

USDOT#: 00749056 Phone#: (909)421-0903
 MC/MX#: 482035 Fax#:
 State#:

Location: San Bernardino Area
 Highway: 3121 RIVERSIDE AVE.
 County: SAN BERNARDINO, CA

MilePost:
 Origin:
 Destination:

Driver:
 License#: State:
 Date of Birth:
 CoDriver:
 License#: State:
 Date of Birth:
 Shipper:
 Bill of Lading:
 Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TT	PTRB	2007	CA	UP83160	54	1XP5DB9XX7D668976	48,000		12056502	
2	ST	LANL	2007	CA	4HR6369	47	1LH410VJ271015571	122,700		12056503	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 25; Veh #2 Type: 31; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
 J. SANCHEZ

Badge #:
 17130

Copy Received By:

Page 1 of 1



CA304S000602

X _____

X _____

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
 CHP 234B (Rev. 7-09) OPI 062

#47

AREA NUMBER 840	COMPANY SUPERIOR TOWING	CA NUMBER 80777	DOT NUMBER 749056	LEGEND F=Pass F=Fail
YEAR 2007	MAKE LANBOLL	MODEL TRAILER	LICENSE NUMBER 4HAR6369	VIN 1LH410VJ271015571
GWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX) <input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F	Requirement	VC	P	F	Requirement	VC
<input checked="" type="checkbox"/>		Current Registration	4000 VC	<input checked="" type="checkbox"/>		Parking Brake	26451 VC
		Headlights	24400 VC			Windshield	26700 VC
		Beam Indicator	24408 VC			Windshield Wipers	26706 VC
<input checked="" type="checkbox"/>		Tail Lamps	24600 VC			Mirrors	26709 VC
<input checked="" type="checkbox"/>		License Plate Lamp	24601 VC			Horn	27000 VC
<input checked="" type="checkbox"/>		Stop Lamps	24603 VC			Exhaust System	27150 VC
		Rear Lamps W/Cord	24605 VC			Fuel Cap	27155 VC
<input checked="" type="checkbox"/>		Backup Lamps (1969+)	24606 VC			Tire Tread	27465 VC
<input checked="" type="checkbox"/>		Reflectors, Rear	24607 VC	<input checked="" type="checkbox"/>		Fenders/Mud Guards	27600 VC
<input checked="" type="checkbox"/>		Reflectors, Front and Side (1968+)	24608 VC			Broom	27700 VC
<input checked="" type="checkbox"/>		Turn Signals	24951 VC			Shovel	27700 VC
<input checked="" type="checkbox"/>		Clearance Lamps (>80" Wide)	25100 VC	<input checked="" type="checkbox"/>		Fire Extinguisher 4B, C Rating	27700 VC
<input checked="" type="checkbox"/>		Amber Warning Lights	25253 VC	<input checked="" type="checkbox"/>		Safety Chains	29004 VC
<input checked="" type="checkbox"/>		Warning Devices (Reflectors)	25300 VC			Signs	27907 VC
<input checked="" type="checkbox"/>		Service Brakes	26311 VC				

SERVICE AND OTHER EQUIPMENT

<input type="checkbox"/>	Flashlight	<input type="checkbox"/>	Hydraulic Jack
<input type="checkbox"/>	Wrecking Bar (Large Pry Bar)	<input type="checkbox"/>	Metric and Standard Lug Wrenches
<input type="checkbox"/>	Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.	<input type="checkbox"/>	Rubber Mallet / Hub Cap Tool
<input type="checkbox"/>	Trash Cans W/Absorbent	<input type="checkbox"/>	Lockout Tools (Classes A and B)
<input type="checkbox"/>	Shop Rags/Paper Towels	<input type="checkbox"/>	Motorcycle Straps (Class A)
<input type="checkbox"/>	Shop to Truck Communications (Cell phones / 2-way radio)	<input type="checkbox"/>	Sledge Hammer
<input type="checkbox"/>	Fuel in Approved Containers (Classes A and B)	<input type="checkbox"/>	Tool Kit
<input type="checkbox"/>	Booster Battery or Hot Box	<input type="checkbox"/>	ANSI Class III Safety Attire

TOWING EQUIPMENT

<input type="checkbox"/>	Railing Plates	<input type="checkbox"/>	Wrecker Controls
<input type="checkbox"/>	Controls Labeled	<input type="checkbox"/>	Throttle Control
<input type="checkbox"/>	Wrecker Boom Assembly	<input type="checkbox"/>	Hydraulic Rams, Hoses, Valves
<input type="checkbox"/>	Wheel Lift Assembly	<input type="checkbox"/>	Cable Sheaves
<input type="checkbox"/>	Body and Towing Equipment Mounting Bolts	<input type="checkbox"/>	Recovery Chain
<input type="checkbox"/>	Winch: _____ Type: _____		

WHEEL LIFT

<input type="checkbox"/>	Pivot Pin	<input type="checkbox"/>	Grid/Straps
<input type="checkbox"/>	Wheel Tie Down Straps	<input type="checkbox"/>	Grid/Fork
<input type="checkbox"/>	"L" Arms	<input type="checkbox"/>	Claw

CONVENTIONAL

<input type="checkbox"/>	Tow Sling Assembly (Check for bent inner tubes)	<input type="checkbox"/>	Sling Pads
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CAR CARRIER

<input type="checkbox"/>	Carrier Sub Frame	<input type="checkbox"/>	Bed Safety Lock
<input type="checkbox"/>	Bed Pivot Pin	<input type="checkbox"/>	Slide Pads

VEHICLE SAFETY

<input type="checkbox"/>	Steering	<input type="checkbox"/>	Suspension
<input type="checkbox"/>	Frame	<input type="checkbox"/>	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER) H. LESTER #12416	DATE 3-16-10	TOW OPERATOR'S SIGNATURE 
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TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F	P	F
	Minimum 14,000 Pound GVWR Chassis		Tow Sling "Minimum" 3,000 Pounds (if equipped)
	4-Ton Recovery Equipment Rating		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
	One 4-Ton Snatch Block		Safety Chains 5/16" Alloy or OEM Specifications
	Tow Dolly		Wheel Lift Rating - Extended 3,000 Pounds
	Steering Wheel Securement Device		Adequate Crossbeams, 4"x4"x60"
	Wheel Lift Safety Straps		100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

	Minimum 14,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material
	Loading Bridle with J/T Hook		

CLASS A CAR CARRIER TWO VEHICLE

	Minimum 19,501 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	Loading Bridle with J/T Hooks		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material

CLASS B

	Minimum 26,001 Pound GVWR Chassis		Truck Hitch with 7,000 Pound Rating (if equipped)
	16-Ton Recovery Equipment Rating		Adequate Crossbeams = 4"x6"x48"
	150' 7/16" 6 x 19 Wire Rope or OEM Specifications		Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
	Safety Chains 1/2" Alloy or OEM Specifications		Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
	Two 8-Ton Snatch Blocks		Wheel Lift Safety Straps w/Tie-Down Straps or Chains
	Air Brakes or Hydraulic W/Air Hookup Package		Lift/Fork Adapters w/Tie-Down Straps or Chains
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

	Minimum 33,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
	Loading Bridle with J/T Hooks		Adequate Cross Beams or Adequate Ramping Material
	Steering Wheel Securement Device		

CLASS C

	Minimum 48,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	25-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	200' 5/8" 6x19 Wire Rope or OEM Specifications		Pinle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Under Lift Securement Safety Chains or Straps
	Air Brakes W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Safety Tie-Down Chains and Binders
	Tow Sling 12,000 Pound Rating (if equipped)		Tow Bar 12,000 Pound Rating

CLASS D

	Minimum 52,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	35-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	250' 3/4" 6x19 Wire Rope or OEM Specifications		Pinle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Tow Bar 20,000 Pound Rating
	Air Brakes W/Air Hookup Package		Lift/Fork Adapters
	Air Hoses and Fittings		Aluminum Tow Angles (Minimum 2)
	Steering Wheel Securement Device		Safety Tie-Down Chains and Binders
	Axle Cover/Caps		Tow Sling with 20,000 Pound Rating (if equipped)
	Under Lift Securement Safety Chains or Straps		

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPMB 04.2 Annex 1E)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
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FORMULA

$$\frac{1}{2} \text{ FAW} \times \text{WB} + \text{BY OH} = \text{MLC}$$

CLASS OF VEHICLE BASED ON THE MLC

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) CRAIG ALLAN BURKS	DATE OF BIRTH [REDACTED]
LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY) CRAIG ALLAN DELONJAY	

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
NONE

COMPANY NAME SUPERIOR TOWING	JOB TITLE/CLASSIFICATION DRIVER								
DRIVER LICENSE NUMBER [REDACTED]	<table border="1" style="width:100%"> <tr> <th>STATE</th> <th>EXPIRATION DATE</th> <th>LICENSE CLASS</th> <th>ENDORSEMENTS</th> </tr> <tr> <td>CA</td> <td>01/21/2011</td> <td>A</td> <td>T</td> </tr> </table>	STATE	EXPIRATION DATE	LICENSE CLASS	ENDORSEMENTS	CA	01/21/2011	A	T
STATE	EXPIRATION DATE	LICENSE CLASS	ENDORSEMENTS						
CA	01/21/2011	A	T						

MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE 05/29/2010	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG/ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
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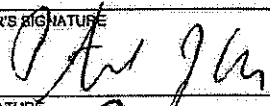
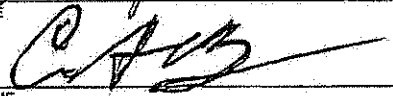
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
 Class A: 19 Class B: 21 Class C: 21 Class D: 21

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
---	--

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

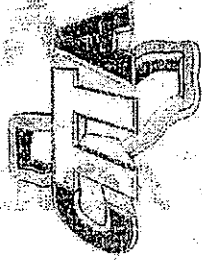
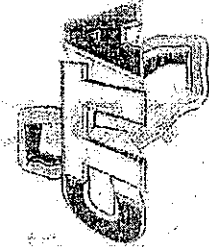
OPERATOR'S/OWNER'S SIGNATURE 	DATE 6-25-10	
TOW DRIVER'S SIGNATURE 	DATE 6-28-10	
RECEIVING OFFICER'S NAME	ID NUMBER	DATE

FOR CHP USE ONLY:
 APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

* PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

CALIFORNIA TOW TRUCK ASSOCIATION
Certificate of Achievement



THIS CERTIFIES THAT

Craig Burks

HAS SUCCESSFULLY COMPLETED THE COURSE
HEAVY DUTY LEVEL VI

ISSUED BY THE
CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

PRESENTED: 3/14/2010

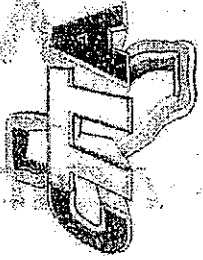
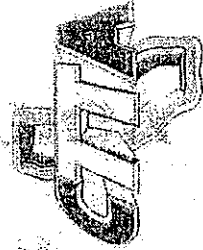
CERTIFICATE NO. IE-6-12804

EXPIRES: 3/14/2013

A handwritten signature in black ink, appearing to read 'Steve Cardinale', written over a horizontal line.

Steve Cardinale, Training Director

CALIFORNIA TOW TRUCK ASSOCIATION
Certificate of Achievement



THIS CERTIFIES THAT

Daniel Crumney
HAS SUCCESSFULLY COMPLETED THE COURSE
HEAVY DUTY LEVEL VI
ISSUED BY THE
CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

PRESENTED: 3/14/2010

CERTIFICATE NO. IE-6-12803

EXPIRES: 3/14/2013

A handwritten signature in black ink, appearing to read 'Steve Cardinale', written over a horizontal line.

Steve Cardinale, Training Director

TOW OPERATOR/DRIVER INFORMATION

CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) PATRICK JOSEPH KIRK	DATE OF BIRTH [REDACTED]
---	-----------------------------

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY).
NONE

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS
NONE

COMPANY NAME SUPERIOR TOWING	JOB TITLE/CLASSIFICATION PRESIDENT/DRIVER			
DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE 03/02/2011	LICENSE CLASS A	ENDORSEMENTS M1 TN
MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE 08/15/2010	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:				
Class A:	Class B:	Class C:	Class D: 30	

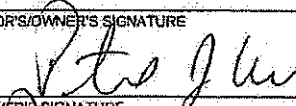
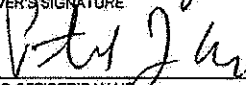
OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
---	--

IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

DUI - NEVADA - 1982

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE 	DATE 6-25-10	
TOW DRIVER'S SIGNATURE 	DATE 6-25-10	
RECEIVING OFFICER'S NAME	ID NUMBER	DATE

FOR CHP USE ONLY:

APPROVED DISAPPROVED

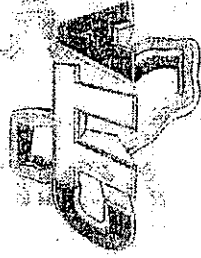
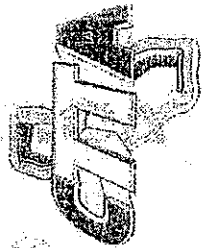
If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

* PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

Chp234F_0709.pdf

CALIFORNIA TOW TRUCK ASSOCIATION
Certificate of Achievement



THIS CERTIFIES THAT

Patrick J. Kirk

HAS SUCCESSFULLY COMPLETED THE COURSE
HEAVY DUTY LEVEL VI

ISSUED BY THE
CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

PRESENTED: 3/14/2010

CERTIFICATE NO. IE-6-12802 EXPIRES: 3/14/2013

A handwritten signature in black ink, appearing to read 'Steve Cardinale'.

Steve Cardinale, Training Director

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) **NOAH DANIEL MAYO** DATE OF BIRTH [REDACTED]

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

COMPANY NAME **SUPERIOR TOWING** JOB TITLE/CLASSIFICATION **DRIVER**

DRIVER LICENSE NUMBER [REDACTED] STATE **CA** EXPIRATION DATE **08/25/2013** LICENSE CLASS **A** ENDORSEMENTS **T**

MEDICAL CERTIFICATE YES NO MEDICAL CERTIFICATE EXPIRATION DATE **06/26/2011** OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? YES NO

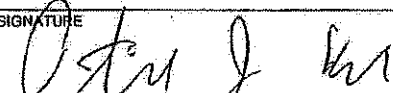
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:
 Class A: **3** Class B: _____ Class C: _____ Class D: _____

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM? YES NO OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? YES NO

IF YES, EXPLAIN CIRCUMSTANCES, INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE  DATE **6-25-10**

TOW DRIVER'S SIGNATURE  DATE **06/25/10**

RECEIVING OFFICER'S NAME _____ ID NUMBER _____ DATE _____

FOR CHP USE ONLY:

APPROVED DISAPPROVED

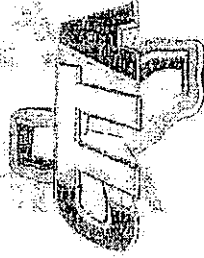
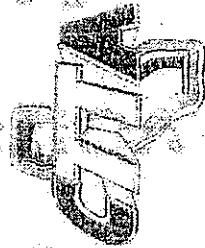
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Use previous editions until depleted

Chp234F_0709.pdf

CALIFORNIA TOW TRUCK ASSOCIATION
Certificate of Achievement



THIS CERTIFIES THAT

Noah Mayo

HAS SUCCESSFULLY COMPLETED THE COURSE
HEAVY DUTY LEVEL VI

ISSUED BY THE
CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

PRESENTED: 9/12/2010

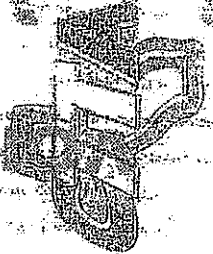
CERTIFICATE NO. TE-6-12885

EXPIRES: 9/12/2013

A handwritten signature in black ink, appearing to read 'Steve Cardinale', written over a horizontal line.

Steve Cardinale, Training Director

CALIFORNIA TOW TRUCK ASSOCIATION
Certificate of Achievement



THIS CERTIFIES THAT

Noah Mayo

HAS ATTENDED THE COURSE

LIGHT DUTY LEVEL II

ISSUED BY THE

CALIFORNIA TOW TRUCK ASSOCIATION
EDUCATION PROGRAM

PRESENTED: 7/11/2009

CERTIFICATE NO. 062-1727

EXPIRES: JULY 11, 2012

Steve Cardinale

Steve Cardinale, Training Director

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 7-09) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) GERARDO CALLEROS	DATE OF BIRTH [REDACTED]
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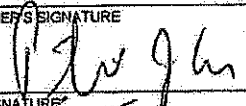
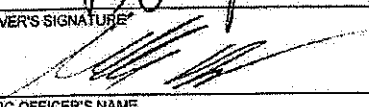
LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

COMPANY NAME SUPERIOR TOWING	JOB TITLE/CLASSIFICATION LOWBED DRIVER		
DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE 02/09/2015	LICENSE CLASS A
MEDICAL CERTIFICATE <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE 07/27/2011	OPERATOR/DRIVER ENROLLED IN CSAT (DRUG /ALCOHOL TESTING) PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES: Class A: 0 Class B: 0 Class C: 0 Class D: 0 LOWBED DRIVER			
OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV FULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		
IF YES, EXPLAIN CIRCUMSTANCES. INCLUDE MISDEMEANOR(S)/FELONY(IES) COMMITTED, SECTION(S) OF LAW VIOLATED, DATED OF CONVICTIONS AND LOCATION(S) WHERE THEY OCCURRED (CITY, COUNTY, STATE OR COUNTRY). USE ADDITIONAL PAGES IF NECESSARY.			

I certify the above information is true and correct, and no omissions have been made.

- The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE 	DATE 6-25-10	
TOW DRIVER'S SIGNATURE 	DATE 6-25-10	
RECEIVING OFFICER'S NAME	ID NUMBER	DATE

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

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Use previous editions until depleted

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3.

FINANCIAL/ORGANIZATIONAL
INFORMATION

Superior Towing, Inc.
RFP JLL 10/11-01
Rotational Tow Service Program

A. History/Experience:

Superior Towing, Inc. was founded in 1988. Its President, Patrick Kirk, has over 30 years of experience in both light and heavy duty towing. Patrick Kirk has worked in the industry since he was a child, when he began following his father, James Kirk, a towing legend in his own right, to work every spare moment he had. As a young man, Patrick gained invaluable experience and training in not only towing but recovery work as well. For many years, he had the opportunity to tow and perform recovery work in the Sierra Nevada Mountains, giving him priceless knowledge and experience in dealing with extreme weather conditions.

Superior Towing started with just two trucks, but now features an arsenal of late-model heavy and light duty wreckers, tractors, lowbeds, trailers and forklifts. Superior Towing has grown to one of Southern California's leading providers of towing, transport and recovery services for its numerous government and commercial customers. It has a long reputation for providing prompt, experienced, clean and professional service. Due to Patrick Kirk's extensive experience, know-how, professionalism and keen business sense, Superior has the capacity to handle any situation: whether it be a two-way tow to Arizona; recovering tractor-trailer wrecks; transporting equipment across the country; or just towing a car across town.

B. Substance Abuse Policy/Practices:

Superior Towing is a member of a random drug and alcohol consortium, which fully meets the requirements of Title 49 CFR Part 40, Part 382.305. All drivers are required to enroll and be tested in this random drug program. See attached membership letter.

Superior complies with all applicable law concerning drug use in the workplace as required by the Drug-Free Workplace Act. As such, all employees are required to read, understand and agree to its Drug-Free Workplace Policy and Substance Abuse Company Policy. See attached policies.

C. Monthly Reports:

Superior Towing keeps a current written running log of all vehicles ordered towed and/or stored by the Moreno Valley Police Department, including information as to whether the vehicle was released or sold, to whom and all associated charges. Monthly reports can be produced on demand by either filling out forms supplied by the City/PD or by sending in copies of the log.

Superior Towing, Inc.
RFP JLL 10/11-01
Rotational Tow Service Program

D. Certificate of Insurance: See attached.

E. Years Experience As An Official Police/City Tow Service Provider:

Beaumont Police Department: 15 years (1995 – Present)
CHP – Lake Arrowhead Area: 9 years (2001 – Present)
CHP – Riverside Area: 10 years (1990 – 2001 & restarting 2010)
CHP – San Bernardino Area: 9 years (2001 – Present)
CHP – San Gorgonio Area: 20 years (1990 – Present)
Moreno Valley Police Department: 18 months (10/08 – 12/08, 07/09 – Present)
Riverside County Sheriff – Riverside: 10 years (1989 – 1999)
Riverside Police Department: 12 years (1989 – 2001)
UCR Police Department: 12 years (1989 – 2001)

*All times are approximations.

F. CHP – Lake Arrowhead: Officer Eshleman – Phone: 909-867-2791
CHP – San Bernardino: Officer Roney – Phone: 909-383-4247
CHP – San Gorgonio: Officer Cahill – Phone: 951-769-2000
Beaumont Police Department: Phone: 951-769-8500

G. Complaints: None.

H. A dispute arose between the CHP – San Gorgonio Area and Superior Towing approximately 5 years ago regarding the number of wreckers required to be stationed in the geographical area. Superior was temporarily suspended from the program until it was determined that the CHP was incorrect in their assertion, at which time Superior was reinstated into the program.

I. Safety Practices/Training: Superior Towing is enrolled in the California DMV's BIT Program and its driver's are enrolled in the California DMV Pull Notice Program. Drivers inspect their trucks daily and trucks are serviced on a regular basis, which exceeds BIT Program requirements. All drivers are periodically required to demonstrate their proficiency in safely operating the vehicles they operate. The company conducts monthly safety

Superior Towing, Inc.
RFP JLL 10/11-01
Rotational Tow Service Program

meetings for helpful tips involving safety on the road and in operating equipment. See attached safety policy.

Superior Towing has never been cited, suspended or terminated from any towing program for safety violations. In fact, Superior is a member of the PrePass program, which requires a history of safety and strict compliance with national standards: a rarity for tow truck companies.

- J. Collection Procedure: All vehicles are released or sold on a COD basis. Where an owner's car has been sold for failure of the owner to pick-up the vehicle, the sale price is deducted from the amount due on the bill for towing, storage and associated costs. The balance is sent out to a third-party agency, American Capital, for collection.

- K. When faced with moving a large number of vehicles in a short period of time, Superior Towing would utilize its 3 flatbeds and their independent wheelifts, allowing 6 vehicles to be moved. In addition, it would utilize its landoll which can transport on average 3 vehicles as well as its heavy duty wrecker which has a wheelift attachment, which can haul 1 vehicle of any size. This would allow Superior to move, for example, 10 cars in an hour.

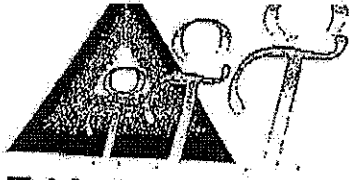
Superior Towing, Inc.
RFP JLL 10/11-01
Rotational Tow Service Program

EXHIBITS TO

3.

FINANCIAL / ORGANIZATIONAL
INFORMATION

Superior Towing, Inc.
RFP JLL 10/11-01
Rotational Tow Service Program



Tri-Industrial Medical Center, Inc. 10427 San Sevaine Way, Suite J • Mira Loma, CA 91752 • Phone (951) 360-8333

JANUARY 03, 2010

RE: SUPERIOR TOWING

SUPERIOR TOWING is a member of the following drug and alcohol consortium which fully meets the requirements of title 49 CFR part 40, part 382.305, Tri-Industrial Medical Center, Inc , 10427 San Sevaine Way, Suite J, Mira Loma, Ca. 91752. Effective date of enrollment is JANUARY 03, 2010 and expires December 31, 2010.

If there are any questions regarding enrollment, please do not hesitate to call.

Sincerely,

JIMMY NEAL
RANDOM DRUG PROGRAM

Drug-Free Workplace Policy

The following policy is required by the Drug-Free Workplace Act and complies with applicable law concerning drug use in the workplace.

1. Employees are expected and required to report to work on time and in appropriate mental and physical condition for work. It is our intent and obligation to provide a drug-free, healthful and safe work environment.
2. The unlawful manufacture, distribution, possession or use of a controlled substance on the Company's premises or while conducting the Company's business off its premises is absolutely prohibited. Violations of this policy will result in disciplinary action, up to and including termination, and may have legal consequences.
3. Employees must report any conviction under a criminal drug statute for violations occurring on or off the Company's premises while conducting company business. A report of a conviction must be made within seven (7) days after the conviction.
4. The Company recognizes drug dependency as an illness and a major health problem. The Company also recognizes drug abuse as a potential health, safety and security problem. Employees needing help in dealing with such problems are encouraged to use our employee assistance program and health insurance programs. (Further information about these programs is available from the Personnel Department.) Conscientious efforts to seek such help will not jeopardize any employee's job and will not be noted in any personnel record.

I have read, understand and agree to the Company's Drug-Free Workplace Policy.

Print Name

Sign Name

Date

SUBSTANCE ABUSE COMPANY POLICY

FOR

Superior Towing, Inc.

hereafter called "Company".

STATEMENT OF PHILOSOPHY

The Department of Transportation (DOT) through the Federal Highway Administration (FHWA) has implemented regulations into the Code of Federal Regulations (40 CFR and 49 CFR Part 382) which are designed to help make our highways as safe as possible by assisting employers in identifying commercial motor vehicle drivers who have problems with alcohol and drugs. This Substance Abuse Policy is a direct result of these mandated regulations and will assist the Company's desire to comply with these regulations.

The Company is concerned about the safety, health and work performance of its employees. It is also concerned with the impact the Company (and its employees) may have on the safety and welfare of the general public. The misuse of alcohol and/or the use of illegal controlled substances (hereafter called "drugs") of its employees may seriously affect the safety, health and work performance of themselves, their co-workers, as well as the safety and health of the general public.

The Company is therefore concerned with employees being impaired by the misuse of alcohol and/or use of drugs at work and how they may directly or indirectly be brought into the workplace. The Company shall make every reasonable effort to eliminate the possession, distribution, purchase or sale of alcohol and/or drugs in the work environment in order to provide a safe, drug-free, and healthy workplace. The Company will exert every effort to be in compliance with these regulations and issues the following statement:

The Company will not tolerate the use, possession, distribution, purchase or sale of alcohol and/or drugs in the work environment.

DEFINITIONS

Words or phrases used in this document (as taken from DOT regulations).

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other low molecular weight alcohols including methyl and isopropyl alcohol.

(use or misuse of Alcohol) means the consumption of any beverage, mixture, or preparation containing alcohol.

Confirmation (or confirmatory) test. In drug testing, a second analytical procedure to identify the presence of a specific drug or metabolite that is independent of the screening test and that uses a different technique and chemical principle from that of the screening test in order to ensure reliability and accuracy. (Gas chromatography/mass spectrometry (GC/MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and phencyclidine.) In alcohol testing, a second test, following a screening test with a result of 0.02 or greater, that provides quantitative data of alcohol concentration.

DHHS. The Department of Health and Human Services or any designee of the Secretary, Department of Health and Human Services.

Driver means any person who operates a commercial motor vehicle. This includes, but is not limited to: full time, regularly employed drivers; casual, intermittent or occasional drivers; leased drivers and independent, owner-operator contractors who are either directly employed by or under lease to an employer or who operate a commercial motor vehicle at the direction of or with the consent of an employer. For the purposes of pre-employment/pre-duty testing only, the term driver includes a person applying to an employer to drive a commercial motor vehicle.

EBT (or evidential breath testing device). An EBT approved by the National Highway Traffic Safety Administration (NHTSA) for the evidential testing of breath.

Medical Review Officer (MRO) mean licensed physician (medical doctor or doctor of osteopathy) responsible for receiving laboratory results generated by an employer's drug testing program who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

SUBSTANCE ABUSE COMPANY POLICY

Pre-duty use - No driver shall perform safety-sensitive functions within four hours after using alcohol. The Company, having actual knowledge that a driver has used alcohol within four hours, will not permit a driver to perform or continue to perform safety sensitive functions.

Use following an accident - No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

Refusal to submit to a required alcohol or controlled substances test - No driver shall refuse to submit to a post-accident alcohol or controlled substances test required, a random alcohol or controlled substances test required, a reasonable suspicion alcohol or controlled substances test, or a follow-up alcohol or controlled substances. The Company will not permit a driver who refuses to submit to such tests to perform or continue to perform safety sensitive functions.

Controlled substances use - No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.

The Company, having actual knowledge that a driver has used a controlled substance, will not permit the driver to perform or continue to perform a safety-sensitive function.

The Company requires a driver to inform the employer (in writing) of any therapeutic drug use.

Controlled substances testing - No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances. The Company, having actual knowledge that a driver has tested positive for controlled substances, will not permit the driver to perform or continue to perform safety-sensitive functions.

TESTING REQUIREMENTS

The following testing requirements shall be conducted pursuant to the Regulations.

Pre-employment testing - All new drivers shall undergo testing for drugs. The Company does not require a drug test if:

1. the driver has participated in a drug testing program within the previous 30 days and while participating in that program, either
 - i Was tested for drugs within the past 6 months or
 - ii Participated in a random drug testing program for the previous 12 months; and
- 2 the driver does not a record of a violation as provided by a previous testing program.

Post-accident testing - As soon as practicable following an accident involving a commercial motor vehicle, the Company will test for alcohol and controlled substances each surviving driver:

1. who was performing safety-sensitive functions if the accident involved the loss of human life, or
2. who receives a citation for a moving traffic violation arising from the accident.

Random testing - All drivers will be entered in a "pool" of drivers consisting eligible drivers from the Company, other companies, and owner/operators. Drivers will be randomly selected throughout the year and may be chosen more than once. The rate or percentage of drivers selected from this pool is governed by the Regulations and was 50% for drug testing and 25% for alcohol testing as of January 1, 1996. The selection will be made by a scientifically valid method. Each driver shall have an equal chance of being tested each time selections are made. Tests are unannounced and spread throughout the year. When notified, the driver will proceed to the test site immediately. A driver shall be called for alcohol testing only while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions. A driver may be called for drug testing at any time.

Reasonable suspicion testing - The Company may require a driver to submit to an alcohol test when the Company has reasonable suspicion to believe that the driver has violated the prohibitions concerning alcohol. The employer's determination that reasonable suspicion exists to require the driver to undergo an alcohol test will be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The Company will require a driver to submit to a drug test when the Company has reasonable suspicion to believe that the driver has violated the prohibitions concerning controlled substances. The employer's determination that reasonable suspicion exists to require the driver to undergo a drug test must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances. The required observations for alcohol and/ or drug reasonable suspicion testing shall be made by a supervisor or company official who is trained in accordance with the Regulations. The person who makes the determination that reasonable suspicion exists to conduct an alcohol test shall not conduct the alcohol test of the driver. Alcohol testing is authorized only if the observations are made during, just preceding, or just after the period of the work day

SUBSTANCE ABUSE COMPANY POLICY

that the driver is required to be in compliance. A driver may be directed by the Company to only undergo reasonable suspicion testing while the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing such functions. Notwithstanding the absence of a reasonable suspicion alcohol test, no driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol, as shown by the behavioral, speech, and performance indicators of alcohol misuse, nor shall an employer permit the driver to perform or continue to perform safety-sensitive functions, until:

- i an alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or
- ii 24 hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

The Company will not take any action against a driver based solely on the driver's behavior and appearance, with respect to alcohol use, in the absence of an alcohol test. A written record shall be made of the observations leading to a reasonable suspicion test, and signed by the supervisor or company official who made the observations, within 24 hours of the observed behavior or before the results of the controlled substances test are released, whichever is earlier.

DISCIPLINARY ACTIONS

The Company will take disciplinary action based on test results as follows:

Drugs (Marijuana (THC metabolite), Cocaine, Amphetamines, Opiates (including heroin) or Phencyclidine (PCP))

If a Medical Review Officer (MRO) indicates a positive Confirmation Test the driver shall immediately be discharged and removed from duty.

Alcohol - .04 or greater

If a Breath Alcohol Technician (BAT) using an Evidentiary Breath Test (EBT) shows an alcohol concentration equal to or above .04 on a Confirmation Test, the driver shall immediately be discharged and removed from duty.

Alcohol - .02 or greater to less than .04

If a Breath Alcohol Technician (BAT) using an Evidentiary Breath Test (EBT) shows an alcohol concentration equal to or above .02 but less than .04 on a Confirmation Test, the driver shall be removed from duty for 24 hours with no disciplinary action.

Drivers discharged under the actions above shall be advised by the Company of the resources available in evaluating and resolving problems associated with the misuse of alcohol and use of controlled substances, including the names, addresses, and telephone numbers of substance abuse professionals and counseling and treatment programs.

Refusal to test

Drivers who refuse to take any requested drug or alcohol test as provided in this Policy shall be considered insubordinate and shall immediately be discharged and removed from duty.

CHAIN OF POSSESSION PROCEDURES (drug testing only)

At the time a specimen is collected, the driver shall be given a copy of the specimen collection procedures. The specimen must then be immediately sealed, labeled and initialed by the employee to ensure that the specimen tested by the laboratory is that of the driver.

The required procedure is as follows:

1. Urine shall be in a wide-mouthed clinic specimen container which shall remain in full view of the driver until split, transferred to, sealed and initialed in two tamper-resistant urine bottles.
2. Immediately after the specimens are collected, the urine bottles shall, in the presence of the driver, be labeled and then initialed by the driver. The specimens shall then be placed in the transportation container. The container shall be sealed in the driver's presence and the driver shall be asked to initial or sign the container. The container shall be sent to the designated testing laboratory on that day or the earliest business day by the fastest available method.
3. A chain of possession form shall be completed by the collection site personnel during the specimen collection and attached to and mailed with the specimens.

SUBSTANCE ABUSE COMPANY POLICY

POSITIVE DRUG TESTING RESULTS

A medical review officer (MRO) shall interview the driver concerning a positive test result within 5 days. The driver will be given an opportunity to explain and substantiate his/her use of legal drugs (prescription or over-the-counter) or other substances which may have resulted in a positive test result. The MRO shall inform the driver of his/her right to have a second confirmatory test at a second DHHS approved laboratory. The driver shall have 72 hours within which to request the confirmatory test at his/her expense.

PRESCRIPTION AND NON-PRESCRIPTION MEDICATIONS

The driver shall note on a form furnished by the Company use of any prescription and non-prescription medication before any test is given. If a driver is taking a prescription or non-prescription medication in the appropriate described manner and has noted such use, as provided above, and has been cleared to return to duty by the MRO or counsel, he/she will not be disciplined.

CONFIDENTIALITY

Every effort will be made to ensure that all information and records regarding substance abuse be kept confidential and only be distributed to those named in the Regulations and to Company officials on a need-to-know basis. The information and records will be placed in a medical folder and not in the driver's personnel folder. The records shall be maintained in a secure location with controlled access.

SINCERELY:

Peter J. Kich
Company Owner/Safety Coordinator.

ACORD CERTIFICATE OF LIABILITY INSURANCE

3/15/2011

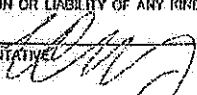
PRODUCER Sea Crest Insurance Agency, Inc. 25255 Cabot Rd #206 Laguna Hills, CA 92653 (949) 951-5900		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Superior Towing, Inc. 3121 S. Riverside Ave. Bloomington, CA 92316 909-421-0903		INSURERS AFFORDING COVERAGE	NAIC#
		INSURER A: Crusader Insurance Company	14010
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADPL	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Premises GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	TOW 010914	02/15/10	02/15/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROMISE \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Uninsured Motorist \$ 60,000	TOW 010914	02/15/10	02/15/11	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> Other Than Aut	TOW 010914	02/15/10	02/15/11	AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ 1,000,000 AGG \$ 2,000,000
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATU- <input type="checkbox"/> OTH- <input type="checkbox"/> YORY LIMITS <input type="checkbox"/> ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER On Hook	TOW 010914	02/15/10	02/15/11	\$400,000 Ded 1000
A		Garagekeepers	TOW 010914	02/15/10	02/15/11	\$500,000 Ded 1000/2500
A		Physical Damage	TOW 010914	02/15/10	02/15/11	Comp & Coll Ded 1000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER California Highway Patrol 8118 Lincoln Ave Riverside, CA 92504	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE: 
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ACORD 25 (2001/08)

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SUPERIOR TOWING PERSONNEL / SAFETY POLICY

The following is the Personnel / Safety Policy of Superior Towing, Inc. (hereinafter referred to as the employer) for all employees of Superior Towing (hereinafter referred to as employee and/or employees).

Mission Statement

Our mission is to provide our customers with superior towing and recovery services in a timely and damage-free manner, which is represented by professional staff and equipment. Customer satisfaction is our top priority. Professionalism is a requirement.

Personnel Policy

1. **Each new employee shall be subject to a probationary period of three (3) months from the date of commencement of employment. During this period the employee may be terminated at the discretion of the employer.**
2. **Any employee may have his/her employment terminated at will for any acts deemed unsuitable by the employer. Examples are but not limited to:**
 - Acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude.
 - Employee is under the influence of or in the possession of any illegal substance or alcoholic beverage while on duty.
 - Employee habitually neglects his/her position duties.
 - Poor attitude.
 - Any act of insubordination by the employee.
 - Unsatisfactory work quality or quantity.
 - Continued misuse or neglect of company equipment.
 - Failure to follow instructions or company procedures.
 - Violation of the injury and illness Prevention Program or Safety Policy.
 - Workplace violence.
3. **Employees will read and acknowledge receipt of the employer Injury Illness Prevention and Substance Abuse policies.**
4. **Employees are responsible for keeping their CDL and Medical Card current and on file in the office if applicable.**
5. **Employees and their dependents are entitled to any existing health insurance after six (6) full months of employment. Employees may be responsible for a percentage of the cost of their health coverage. The cost of dependent coverage is the full and sole responsibility of the employee.**
6. **Employees are entitled to participate in any existing company 401-k retirement plan after one (1) full year of employment. See the plan administrator for further details.**
7. **Each employee is entitled to one (1) paid week of vacation after one (1) full year of employment. No employee will receive pay in lieu of vacation unless previously arranged. Vacation requests must be submitted to the immediate supervisor for approval at least two weeks prior to the commencement of a vacation period. In the event that two or more employees have requested vacations covering the same period, preference shall be given to the employee with the greater length of service.**

8. Employees will be enrolled into a random drug / alcohol testing program. Non-compliance with this will be cause for termination.
9. Employees who incur traffic violations may be terminated at the discretion of the company. An employee may be terminated if the employer's insurance carrier requires a surcharge for the employee or cancels them.
10. Drivers are required to keep their trucks (inside and out) in clean operating order at all times.
11. All vehicles must be fueled and ready to go. This includes the shop truck. **Do not return it empty on fuel!**
12. Employees are responsible for turning in their paperwork daily. Invoices must include customer name, destination, truck number, driver name, PO if applicable and method of payment.
13. Employees must receive authorization prior to incurring any out-of-pocket expenses. The company will reimburse authorized out-of-pocket expenses incurred. Unauthorized out-of-pocket expenses may not be paid at the discretion of the company.
14. When using fuel cards, drivers must enter truck number and mileage.
15. If employee is driving a truck that is a member of the IFTA program, employee is responsible for turning in a mileage report at the end of every quarter.

Safety Policy

Code Of Safe Work Practices: Superior Towing, Inc. is a company that requires you to work in a manner that does not jeopardize your safety or the safety of others. Compliance with these safety rules is a condition of employment.

1. All employees are responsible for full cooperation with all aspects of the Safety and Injury / Illness Prevention Program. This includes compliance with all rules and regulations and continually practicing safe work habits while performing normal duties.
2. Employees are required to submit to random drug and alcohol screening as a condition of employment.
3. Employees involved in a vehicle accident, property damage or injury accident will be required to take a post accident drug and alcohol test.
4. Employees are required to report to work with appropriate clothing that provides a degree of comfort and protection against natural and unnatural elements.
 - Footwear must be fully covered and protect the entire foot.
 - If applicable, Superior Towing uniforms will be worn.
5. Employees are required to inspect their equipment each day prior to operation.
6. Any unsafe conditions, equipment or hazardous work practices must be reported to the supervisor immediately.
7. Equipment must be kept clean and free of debris and trash inside and out.

8. All provided tools shall be kept clean and in good working condition.
9. No trucks are to be fueled while the engine is running. There shall be NO SMOKING or an open flame within twenty-five (25) feet of refueling operations.
10. You are expected to operate your unit in a safe and lawful manner in all prevailing conditions.
11. Employees driving company vehicles will at no time allow any family member, friend or persons not employed with Superior Towing to be present in any company vehicle or equipment.

**PERSONNEL / SAFETY POLICY AND AT WILL EMPLOYEE STATUS
ACKNOWLEDGEMENT**

The undersigned employee hereby acknowledges that he or she has received and read a copy of Superior Towing's Personnel / Safety Policy.

The undersigned further understands and agrees that:

1. Additional information and policies may be implemented from time to time by Superior Towing, Inc.
2. The Personnel / Safety Policy is not an employment agreement or a guarantee of employment.
3. The employee is an "at will" employee, which means either the employee or Superior Towing, Inc. may terminate the employment relationship, for any reason or for no reason.
4. The employee's status as an at will employee can only be changed through a written agreement duly authorized and executed by the President of Superior Towing, Inc. and the employee.
5. There have been no statements, agreements, promises, representations or understandings made by any officer, employee or agent of Superior Towing, Inc. inconsistent with this Acknowledgement form.
6. During the course of employment, the employee may acquire knowledge of confidential business information. Except to the extent authorized by the employer, the employee agrees not to use, disclose, directly or indirectly for the employee benefit or the benefit of another during and after employment, any such confidential information.

Signature: _____ Date: _____

Printed Name: _____

Original to be kept by office, copy to the employee.

2.) *Injury and Illness Prevention Program*

SUPERIOR TOWING, INC.

JOB SAFETY AND YOUR RESPONSIBILITIES!

The protection of employees and the general public is of major importance to us in the performance of our work. We make every reasonable effort to provide a safe and healthful place of employment and to control the recognized hazards of any project.

SUPERIOR TOWING, INC. (hereinafter referred to as "SUPERIOR") maintains a company-wide accident prevention program as a basic part of management policy under the guidance of your employer. Primary responsibility for implementing this program falls on your employer, as a function of operations.

SUPERIOR is required to enforce these safety instructions and other rules which may be established for a particular job or operation.

As an employee of SUPERIOR you are required to follow safe work procedures and take an active part in protecting yourself, your fellow workers and the general public. You are further required to participate in an ongoing safety program and meetings. You will also be responsible to notify your employer of any unsafe conditions that exist or you think exist whether it involves you or not.

With your cooperation, the job that you are working on will be a safe one. Our experience has proven that a safe job is an efficient and satisfying job.

SAFE WORK RULES

- 1 Report to work in good physical and alert mental condition wearing proper clothing.
- 2 Understand your work assignment and make certain you are fully qualified for the job.
- 3 Obey all special rules and instructions, caution or warning signs and traffic laws. Speeding and/or reckless driving will not be tolerated.
- 4 The use or possession of intoxicating beverages or narcotics on the job is prohibited. Reporting to work in an intoxicated/incapacitated condition warrants immediate dismissal.
- 5 Firearms and/or any weapon possession at terminal or in truck, are not permitted.
- 6 Watch for hazards, unsafe conditions or practices and report them immediately to your employer unless you can correct the condition safely yourself and then report.
- 7 Learn and follow the specific safety regulations which apply to your job.
- 8 Use the safety equipment and devices provided for your protection, i.e. seatbelts, cones, reflectors, etc.
- 9 Machinery and equipment shall be operated and/or repaired by a qualified person as determined by your employer.
- 10 Lift with leg muscles, not the smaller muscles of your back. Get help for lifting or moving heavy objects.
- 11 Keep your work areas clean and free of debris and other tripping hazards.
- 12 Know where emergency equipment is located, such as fire extinguishers, first aid supplies, life saving equipment, etc. and report its use for replenishing purposes.
- 13 If injured in any way, you must report to your employer immediately and obtain first aid or medical treatment. If you need to visit a doctor for any reason, notify your employer at once.
- 14 Disregarding any of these safe work practices, any of these rules or other safety instructions shall be cause for termination of employment.

PERSONAL PROTECTIVE EQUIPMENT

- 1 Approved hard hats shall be worn at all jobsites and work places where required.
- 2 Wear proper footwear preferably boots or steel toed shoes.
- 3 Safety glasses, goggles or face shields shall be worn whenever there is exposure to injury from flying particles or splash. Eye protection is particularly required when grinding, cutting, chipping, welding or using air tools.

5. Obtain medical treatment when the injury occurs, not when it is convenient, or you may jeopardize your eligibility for disability benefits.

DRIVER AND DRIVER'S LICENSE

1. It is the responsibility of each driver to have in his possession a valid license and medical card. All drivers must continue safety education and remain Safety Certified in conformance with state and federal requirements.

OBSERVANCE OF MOTOR VEHICLE LAWS

1. Each operator is required to know and observe the local traffic laws and the State Motor Vehicle Laws.
2. Each driver is personally responsible for his violations of these laws.
3. Review Motor Vehicle Act periodically as changes are constantly being made.
4. Fines for traffic violations are the driver's expense and are not reimbursable, unless prior arrangements are made.

PASSENGERS

1. Absolutely no persons shall ride in the back or on the sides of trucks. Hitchhikers are not permitted in company vehicles.
2. No person is to drive or use "Your Company Name" equipment without the express consent of a supervisor.

OPERATION IN PUBLIC

1. Special attention to driving habits are required when operating a company vehicle in public. Remember, you and your vehicle represent "Your Company Name."

INSURANCE

1. Full insurance coverage, protecting vehicle owner and operator can only be assured by full cooperation of the driver in adhering to these vehicle rules and safety rules.
2. If permission is not extended for personal use of the vehicles by employees, and an accident occurs, the insurance carrier for our liability and property damage would have the responsibility of responding for company liabilities but not necessarily for the driver in such cases, and in fact, may have a course of action against the driver for any loss or costs that might be incurred.
3. Always get permission for personal use.

SUBSTANCE ABUSE PROGRAM

1. Preemployment Drug Testing
2. Random Drug & Alcohol Testing Procedures
3. Post Accident Testing
4. Reasonable Suspension Testing
5. Return to Duty Testing

PROCEDURE

1. The procedure set forth below should be followed carefully in the event you are driving a company vehicle which is involved in any accident.
 - a) Stop at once and investigate. Notify appropriate law enforcement agency. Notify home office. If there are injuries, call for an ambulance. Do not give any information other than your name, address, license number, vehicle license number and the name of the owner of the vehicle.
 - b) Do not assume any responsibility or obligate your company in any way, but always be courteous and obtain as much information as possible.
 - c) Don't rely on your memory, write down all facts.
 - d) Don't sign anything for anyone except your employer or his representative, suggest they call the office.
 - e) Follow this procedure in every instance whether or not you feel the incident is serious, urgent or inconsequential.
2. Each driver of a company vehicle will be held strictly accountable for any accident that occurs while the vehicle is in his charge, regardless of how trivial it may appear.

YOUR RESPONSIBILITY

It is your responsibility to observe these safety rules established for employee protection and guidance, abide by all laws and regulations, use safety equipment and devices provided or required and to always work in a manner which safeguards you and your fellow worker(s). In the event of an injury on the job, it is your responsibility to obtain first aid promptly and report it to your employer.

In order to work safely, you need to be rested, alert and constantly aware of what is happening around you, being particularly watchful for recognized hazards. You must know the correct, safe procedures for your job. If you have any doubt, stop and ask your employer.

By obeying the safe work rules contained herewithin, as well as any other special instructions received and by using your own common sense and good judgement, you will be doing your part in sharing with us this important job responsibility — **THE PREVENTION OF ACCIDENTS**. A lack of safety know-how, or an indifference to safety could be the occasion for injury to yourself or others because, *Accidents Don't Just Happen, They Are Caused!*

It is the policy of "Your Company Name" that every employee is entitled to a safe and healthful place in which to work. To this end, every reasonable effort will be made in the interest of Accident Prevention, Fire Protection and Health Preservation.

The management concept of "Your Company Name" is not production and safety; it is production with safety. When production with safety is achieved, production with efficiency is attained simultaneously.

We at "Your Company Name" have a basic responsibility to make the safety of human beings a part of our daily, hourly concern. We will be counting on you to do your part in making our program an effective one.

The successful operation of "Your Company Name" will depend not only on sales and service, but also how safely each job is performed. There is no job so important - nor any service so urgent - that we cannot take time to work safely. I consider the safety of our personnel to be of prime importance, and I expect your full cooperation in making our program effective.

Sincerely,

Company Owner/Safety Coordinator/President

Driver Acknowledgment: Signature & CDL Number Confirmation

Name: _____

Address: _____

This is a confirmation that as part of my safety orientation, I have received a copy of "Your Company" safety rules, "Job Safety and Your Responsibilities." Further, I

(Print Name): _____

understand that I am required to read through this entire program and I will observe its rules and guidelines and any other safety instructions while employed by "Your Company".

Signature _____

CDL # _____

Date _____

4.

RATES FOR SERVICE

Superior Towing, Inc.
RFP JLL 10/11-01
Rotational Tow Service Program

Superior Towing, Inc.
Proposed Hourly Rates

Class	Day M-F 8am- 5pm	Night/Weekend M-F 5pm-8am & Weekends	Outside Storage	Inside Storage	Service Call	Gate Fee*
A	\$180.00	\$195.00	\$45.00	\$47.00	\$90.00	\$90.00
B	\$200.00	\$225.00	\$50.00	\$50.00	\$100.00	\$100.00
C	\$250.00	\$300.00	\$55.00	\$55.00	\$125.00	\$125.00
D	\$300.00	\$330.00	\$57.00	\$60.00	\$150.00	\$150.00

*Gate Fee is a flat fee, not an hourly rate.

Other Charges:

Short Lien: \$70.00
 Long Lien: \$100.00
 Extra Labor: \$45.00/hour
 Mark-Up Rate: 20%

Superior Towing, Inc.
RFP JLL 10/11-01
Rotational Tow Service Program

5.

SAMPLE AGREEMENT

Superior Towing, Inc.
RFP JLL 10/11-01
Rotational Tow Service Program

Attachment 2

**CITY of Moreno Valley
INDEPENDENT CONTRACTOR AGREEMENT (SAMPLE)
Rotational Tow Services Program**

This Agreement is made by and between the CITY of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "CITY", and the following named independent contractor, hereinafter referred to as the "TOW OPERATOR," based upon CITY policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as an independent contractor; and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

This Agreement is made and entered into effective the date the CITY signs this Agreement.

1. TOW OPERATOR INFORMATION

Tow Operator's Business/Company Name: Superior Towing, Inc.
Authorized Representative: Patrick J. Kirk, or Dawn Kirk
Address: 24385 Nardina Avenue, Suite D
CITY: Moreno Valley State: CA Zip: 92551
Business Phone: (951) 653-9000 Fax No. (951) 924-1400
E-mail address/Web site: pkirk@kirk-lawgroup.com
Other Contact Number: 909-421-0983
Social Security Number: N/A
Business License Number: 19654
Federal Tax I.D. Number: 33-0691484

2. TOW OPERATOR SERVICES, FEES, AND RELEVANT DATES

WITNESSETH

WHEREAS, the CITY seeks to engage the services of the TOW OPERATOR to participate in CITY Rotational Tow Services Program for towing services throughout the City of Moreno Valley for the removal of vehicles from the public right-of-way (i.e., "Off-site Vehicle Removal") and the removal of inoperable vehicles from private property (i.e., "Vehicle Abatement Services") at no cost or charge to the CITY, or its contract services with the Riverside County Sheriff's Department and the Riverside County Fire Department and its service provider, Cal Fire, and

WHEREAS, the CITY agrees to utilize, on a rotational basis, for Off-Site Vehicle Removal and Vehicle Abatement Services, only those TOW OPERATOR(s) located in the City of Moreno Valley, as defined herein and as set forth in Chapter 12.14, Police and City of Moreno Valley Rotational Tow Service of the Moreno Valley Municipal Code and attached hereto as Exhibit "A" and made a part hereof, who have signed an Agreement with the CITY, and

WHEREAS, the TOW OPERATOR who is a signatory to this Agreement, has completed and submitted the necessary information and other documents required by the CITY (hereinafter call "Request for Proposal or RFP") attached hereto as Exhibit "B" and made a part hereof, to provide Rotational Towing Services within its corporate boundaries, and

WHEREAS, the TOW OPERATOR represents that it has the necessary expertise, licenses, equipment, storage facilities, personnel, and insurance and has been issued a CITY Tow Operator's Permit and Tow Truck Permit(s) in accordance with Chapter 5.02, Business License and Chapter 12.14 of the Moreno Valley Municipal Code to meet all requirements of the CITY to provide towing services within the City of Moreno Valley, and

WHEREAS, the CITY has relied upon TOW OPERATOR's representations in entering into this Agreement.

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

A. The TOW OPERATOR's Proposal. The TOW OPERATOR's proposal is described in Exhibit "C" attached hereto and incorporated herein by this reference.

B. Contract Period. The TOW OPERATOR Starting Date is Jan 1, 2011 and the TOW OPERATOR Ending Date is Dec 31, 2015. The TOW OPERATOR shall not be responsible for delays caused by others or delays beyond the TOW OPERATOR's reasonable control (excluding delays caused by non-performance or unjustified delay by TOW OPERATOR, or his/her/its employees).

C. General Responsibilities of TOW OPERATOR.

- I. TOW OPERATOR shall provide towing services at the request and direction of the Riverside County Sheriff's Department (herein after referred to as "Moreno Valley Police Department") and CITY'S Code & Neighborhood Services Division for all tows necessary from public right-of-way and from private property. Calls for towing services shall be initiated by the MORENO VALLEY POLICE DEPARTMENT and/or by the CITY'S Code & Neighborhood Services Division under the CITY'S Vehicle Abatement Program.
- II. The OPERATOR shall be responsible for reasonable cleanup of debris left at the scene of a collision or at the direction of the MORENO VALLEY POLICE DEPARTMENT.
- III. There shall be no charge or fee to the CITY, or MORENO VALLEY POLICE DEPARTMENT or the CITY'S Code & Neighborhood Services Division for any towing services by the OPERATOR to include vehicles towed at the request of the CITY/MORENO VALLEY POLICE DEPARTMENT in which the vehicle is used in the commission of a crime or other matters in which the vehicle must be impounded for investigation and/or further analysis. All charges or fees shall be applied

only to the legal owner or registered owner of the vehicle or to the property owner as appropriate. All reference to charges or fees in this Agreement thereto shall refer to charges against the vehicle owner and not to the CITY, MORENO VALLEY POLICE DEPARTMENT or CITY'S Code & Neighborhood Services Division.

- IV. The TOW OPERATOR shall maintain records of tow services furnished including a description of vehicles, nature of service and time and location of calls. Such records may be inspected at any time by the MORENO VALLEY POLICE DEPARTMENT and CITY. The OPERATOR shall mark the windshield of each vehicle towed as part of the CITY Rotational Tow Services Program to read: "MOVAL" and either "I" for "impounded" or "S" for "stored".
- V. The TOW OPERATOR and its tow truck drivers shall maintain, during the entire contract period, proper licenses, in accordance with California Vehicle Code Section 12804 and the CITY as set forth in Chapter 12.14 of the Moreno Valley Municipal Code.
- VI. Towing vehicles will be maintained in compliance with the provisions of Sections 24605, 25253, 25300, 27700, and 27907 of California Vehicle Code and Section 9701 of the Revenue and Taxation Code and the CITY as set forth in Chapter 12.14 of the Moreno Valley Municipal Code.

D. Fees for Special Operations

- I. For special operations involving Class B, C, and D tow trucks, the TOW OPERATOR shall submit his/her proposed fees for vehicle recovery operations and load salvage operations to the CITY. Fees shall be reasonable and consistent with industry standards for similar operations. Charges in excess of the one hour minimum charge outlined in this section may be charged in fifteen-minute increments.
 - a. Hourly rates shall be established for the following:
 - 1) Auxiliary Equipment, e.g., airbags, converter gear/dolly, additional trailers, etc.
 - 2) Contracted Equipment, e.g., airbags, converter gear/dolly, additional trailers, forklifts, scoop loaders, etc.
 - 3) Contract labor.
 - b. The CITY shall determine the reasonableness of the fees for these types of operations, based upon the average of the proposed fees submitted and a comparison to industry standards for similar operations.
- II. If the TOW OPERATOR performs a service for which a required rate was not submitted to, and/or approved by the CITY, the TOW OPERATOR shall only be entitled to charge for the actual cost of that service. Example: contract labor rate not submitted, the TOW OPERATOR may only charge for the actual rate paid for the labor.

- E. Release of Stored or Impounded Vehicle. No vehicle shall be released to a vehicle's owner or authorized representative or agent without prior written approval from the CITY to release the vehicle from the OPERATOR's possession.

3. STANDARD TERMS AND CONDITIONS

- A. Control of Work. TOW OPERATOR is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The CITY will not provide any training to TOW OPERATOR or his/her/its employees.
- B. Intent of Parties. TOW OPERATOR is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the TOW OPERATOR or any individual whose compensation for services is paid by the TOW OPERATOR, an agent or employee of the CITY, or authorizing the TOW OPERATOR to create or assume any obligation or liability for or on behalf of the CITY, or entitling the TOW OPERATOR to any right, benefit, or privilege applicable to any officer or employee of the CITY.
- C. Responsibilities of the CITY. The MORENO VALLEY POLICE DEPARTMENT and CITY'S Code Compliance Division will maintain rotational lists composed solely of the TOW OPERATOR who is signatories to the Agreement unless as otherwise provided for by MORENO VALLEY POLICE DEPARTMENT or CITY procedure. To the greatest extent feasible, the MORENO VALLEY POLICE DEPARTMENT and CITY'S Code Compliance Division shall use the same rotational list.
- D. Legal Considerations. The TOW OPERATOR shall comply with applicable federal, state, and local laws in the performance of this Agreement.
- E. TOW OPERATOR Indemnification. TOW OPERATOR shall indemnify, defend and hold the CITY, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of TOW OPERATOR's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the TOW OPERATOR is not covered under the CITY's general liability insurance, employee benefits, or worker's compensation. It further establishes that the TOW OPERATOR shall be fully responsible for such coverage.
- F. CITY Indemnification. The CITY agrees to indemnify, defend and save the TOW OPERATOR and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the CITY's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the CITY under this Agreement, or are caused or claim to be caused by the negligent acts of the CITY, RDA and CSD, their officers, agents or employees, or its contractor(s) or any person acting for the CITY or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from

the negligence or willful misconduct of the TOW OPERATOR, its officers, agent, or employees.

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

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

- a. Bodily Injury \$1,000,000 per occurrence/ \$2,000,000 aggregate
- b. Property Damage \$500,000 per occurrence/ \$500,000 aggregate

II. Minimum Limits of Insurance: Commercial Business Automobile Liability: \$500,000 per accident for bodily injury and property damage with a combined single limit for Class A tow trucks. The combined single limits for Class B, C, and D shall be not less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.

III. On-Hook Coverage: Insuring the vehicle in tow with limits based on the size of the tow truck.

- a. Class A Tow Truck: \$ 25,000
- b. Class B Tow Truck: \$ 50,000
- c. Class C Tow Truck: \$100,000
- d. Class D Tow Truck: \$100,000

III. Garage Liability: Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$50,000.

a. Garage Keepers Liability: Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the TOW OPERATOR in the storage yard.

b. Uninsured Motorist: Legal minimum combined single limit. In no case shall the required insurance coverage have a deductible greater than \$1,000.

c. Deductibles and Self-Insured Retention: Any deductible of 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 respect to

the City, its officers, officials, employees and volunteers; or the OPERATOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

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

- H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by TOW OPERATOR in the course of performing or otherwise

as a result of its work, shall become the sole property of the CITY unless explicitly stated otherwise in this Agreement. The TOW OPERATOR may retain copies of any and all material, including drawings, documents, and specifications, produced by the TOW OPERATOR in performance of this Agreement. The CITY and the TOW OPERATOR agree that to the extent permitted by law, until final approval by the CITY, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.

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

- J. Suspension, Revocation and Termination. The CITY may suspend or revoke a TOW OPERATOR's permit as set forth in Chapter 12.14 of the Moreno Valley Municipal Code. In the event the CITY revokes the TOW OPERATOR's permit, this agreement with the TOW OPERATOR shall be terminated by giving at least ten (10) days written notice to the TOW OPERATOR. The written notice shall specify the date of termination. In the event the CITY terminates this Agreement for cause, the TOW OPERATOR shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.

- K. Recovery of City Administrative Fees and Costs. In accordance with California Vehicle Code Section 12110(b) and in consideration of the CITY's granting of the right to tow, impound and store vehicles at the direction of the CITY pursuant to this agreement, each TOW OPERATOR shall pay the CITY for its actual and reasonable costs incurred in administering the agreement and operating a RTS Program. The administrative costs of operating a RTS Program to be recovered are, but not limited to, the following: developing a RFP and Agreement, issuance of permits, annual meeting, site inspections, DUI checkpoint coordination, correspondence with TOW OPERATOR, review of monthly reports, and enforcement of terms and conditions of the RFP, TOW OPERATOR's Proposal, and Chapter 12.14 of the Moreno Valley Municipal Code.

Prior to the beginning of service, the TOW OPERATOR shall deposit with the CITY \$5,000 to cover the City of Moreno Valley's reasonably borne administrative costs (i.e., salary plus direct and indirect costs) of MORENO VALLEY POLICE DEPARTMENT and CITY personnel involved in operating the RTS Program. At such time the balance of the deposit is less than \$500, the CITY shall notify the TOW OPERATOR in writing to replenish said deposit. If the TOW OPERATOR fails to replenish the deposit within thirty (30) calendar days from the date of the written notice, the CITY shall suspend the TOW OPERATOR from the RTS Program until the funds are received by the CITY. If the TOW OPERATOR fails to replenish the deposit amount

within sixty (60) days, this agreement with the TOW OPERATOR shall be terminated and removed from the RTS Program for the remainder of the contract period. Any outstanding CITY administrative fees are immediately due and payable.

- L. Restrictions on CITY Employees. The TOW OPERATOR shall not employ any CITY employee or official in the work performed pursuant to this Agreement. No officer or employee of the CITY shall have any financial interest in this Agreement in violation of federal, state, or local law.

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

SIGNATURE PAGE TO FOLLOW

RFP – Rotational Tow Services
September, 2010
18 of 18

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

CITY OF MORENO VALLEY

TOW OPERATOR

BY: _____
_____, Mayor

BY: *Dawn Hill*

TITLE: VICE PRESIDENT
(President/Vice President/Other)

Date

10/7/10
Date

BY: _____

TITLE: _____
(Corporate Secretary/Other)

Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

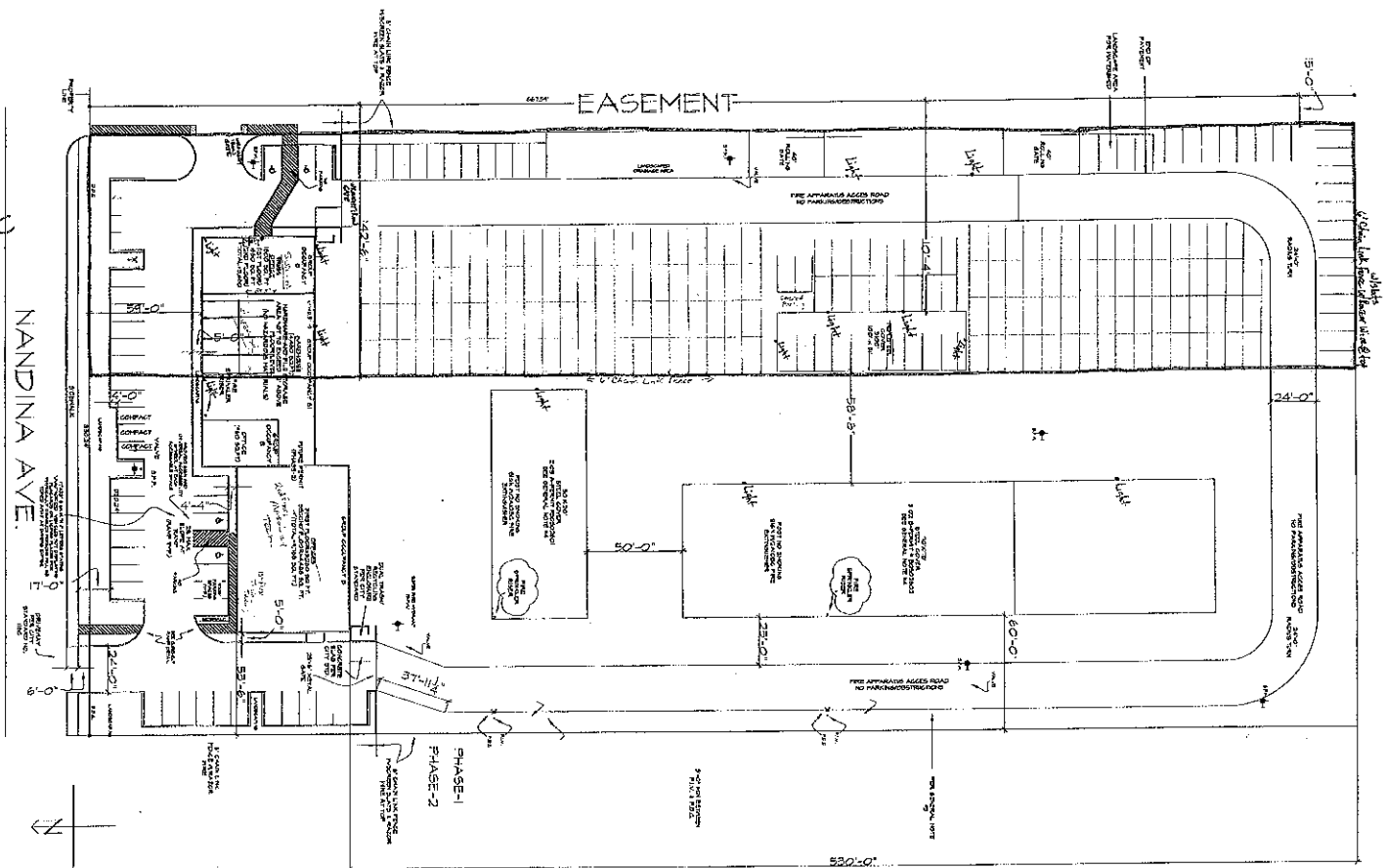
City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date



1/8" = 3'
1" = 24'

PROJECT: **SUPERIOR TOWING, INC.**
BBB OFFICE BUILDING
 24385 NANDINA AVENUE, STE D
 MORENO VALLEY, CA 92551
 951-653-9000

OWNER:
BUNKER FAMILY LLC
 14225 CORPORATE WAY
 MORENO VALLEY, CA 92553
 PHONE : 951-653-7880
 FAX : 951-653-7980

DESIGNED BY: J. Bunker
 DATE: 9/27/05
 DRAWN BY: J. Bunker Jr.
 SHEET NO.: FLOOR PLANS
 SHEET NUMBER: A.2

NO.	REVISION	DATE
1	1-14-05	PLAN CHECK REVISIONS
2		
3		
4		
5		
6		



- CRITICAL NOTES:**
1. ALL INTERIOR WALLS TO BE 5/8" THICKER
 2. ALL SINGLE INTERIOR WALLS TO BE 5/8" THICKER
 3. ALL DOUBLE INTERIOR WALLS TO BE 1" THICKER
 4. TO VERIFY OF SPRINKLER RATED (RATED) IN ALL ROOMS
 5. ALL EXTERIOR WALLS TO BE 12" THICK
 6. ALL EXTERIOR WALLS TO BE 12" THICK
 7. ALL EXTERIOR WALLS TO BE 12" THICK
 8. ALL EXTERIOR WALLS TO BE 12" THICK
 9. ALL EXTERIOR WALLS TO BE 12" THICK
 10. ALL EXTERIOR WALLS TO BE 12" THICK
 11. ALL EXTERIOR WALLS TO BE 12" THICK
 12. ALL EXTERIOR WALLS TO BE 12" THICK
 13. ALL EXTERIOR WALLS TO BE 12" THICK
 14. ALL EXTERIOR WALLS TO BE 12" THICK
 15. ALL EXTERIOR WALLS TO BE 12" THICK

SUPERIOR TOWING, INC.
PROPOSAL FOR
CITY OF MORENO VALLEY
ROTATIONAL TOW SERVICE
PROGRAM

RFP # JLL-10/11-01

Dawn Kirk is an officer of Superior Towing, Inc. and authorized submittal of this RFP. Dawn Kirk approved and submitted this RFP on October 7, 2010 to the Moreno Valley City Clerk.

October 19, 2010

Signed: 

Superior Towing, Inc. has no financial interest in any other tow company and/or applicant to the Rotational Tow Service Program within the City of Moreno Valley.

October 19, 2010

Signed: 

Superior Towing, Inc.
RFP JLL 10/11-01
Rotational Tow Service Program

Amendment #1
to City of Moreno Valley
Rotational Tow Service Program
RFP #JLL-10/11-01

2. Facilities, Equipment & Personnel

d. List of All Equipment: Plate Numbers

Vehicle 1: 6K23264
Vehicle 2: 8T20619
Vehicle 3: 8U97878
Vehicle 4: CP95024
Vehicle 5: CP82158
Vehicle 6: UP60877
Vehicle 7: 4HR6369

3. Financial/Organizational

c. Superior Towing keeps a manual log of all vehicles towed, stored and released at the request of the Moreno Valley Police Department. Copies of this manual log can be submitted for City review on a monthly basis or on demand.

d. Certificates of Insurance: Workers compensation insurance certificate attached.

Superior Towing, Inc.
RFP JLL 10/11-01
Rotational Tow Service Program

CERTHOLDER COPY

SJ



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 10-19-2010

GROUP: 000837
POLICY NUMBER: 0000255-2009
CERTIFICATE ID: 11
CERTIFICATE EXPIRES: 11-01-2010
11-01-2009/11-01-2010

CITY OF MORENO VALLEY
14177 FREDERICK ST
MORENO VALLEY CA 92553-9014

SJ

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period that will expire or did expire as indicated above.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
Authorized Representative

Douglas V Stewart
Interim President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - PATRICK J KIRK PRES, TRES - EXCLUDED.

ENDORSEMENT #1600 - DAWN KIRK SEC, VP - EXCLUDED.

ENDORSEMENT #2066 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 11-01-2008 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

SUPERIOR TOWING, INC.
3121 S RIVERSIDE AVE
BLOOMINGTON CA 92316

SJ

[NPM,CN]

CERTHOLDER COPY

SJ



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 11-01-2010

GROUP: 000997
POLICY NUMBER: 0000255-2010
CERTIFICATE ID: 10
CERTIFICATE EXPIRES: 11-01-2011
11-01-2010/11-01-2011

CITY OF MORENO VALLEY
14177 FREDERICK ST
MORENO VALLEY CA 92553-9014

SJ

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
Authorized Representative

Douglas V Stewart
Interim President and CEO

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - PATRICK J KIRK PRES, TRES - EXCLUDED.

ENDORSEMENT #1600 - DAMN KIRK SEC, VP - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 11-01-2010 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

SUPERIOR TOWING, INC.
3121 S RIVERSIDE AVE
BLOOMINGTON CA 92316

SJ

[NPM,CN]

VALLEYWIDE TOWING
Evaluation Form
Proposal with Addendum

EXHIBIT I

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

		TOW COMPANY: Valleywide Towing	
		IN COMPLIANCE BY NOV. 30, 2010	
		YES	NO
	City of MV Business License	X	
	No financial interest in other tow company and/or applicant within City of MV	X	
	Storage yard must be located in City limits	X	
1. Organizational Information			
a.	Company Name	X	Robert Coleman
	DBA	X	Valleywide Towing
	Documentation for authorized individual to submit RFP	X	
b.	Organizational Structure	X	Sole proprietorship
	Date of organization	X	3/2/1989 - At time of Certificate of Occupancy.
c.	Federal Tax ID #	X	93-1113689
d.	Name	X	Robert Coleman
	Address	X	24850 Rivard Road, Moreno Valley, CA
	Phone	X	951-485-9888
	Fax	X	951-485-9777
	e-mail	X	RC4850@MSCN.COM
e.	State of CA permits/licenses	X	Motor Carrier Permit No. CA1043701 (exp. 6/30/2011)
	Statement that company accepts all conditions/rqmts in RFP	X	
f.	By Robert Coleman	X	
2. Facilities, Equipment and Personnel			
a.	Address: Administrative offices	X	24850 Rivard Road, Moreno Valley, CA
	Address: Vehicle storage facility (if separate from office)	X	24850 Rivard Road, Moreno Valley, CA
	Site Plan: Administrative Offices	X	24850 Rivard Road, Moreno Valley, CA
	Site Plan: Vehicle storage facility (if separate from office)	X	24850 Rivard Road, Moreno Valley, CA

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

		TOW COMPANY: Valleywide Towing	
		IN COMPLIANCE BY NOV. 30, 2010	
		YES	NO
e. Personnel			
Drivers		X	
Supervisory	Three Drivers owner	X	
Office	One secretary/dispatcher	X	
Recruitment, Training and Customer Service Practices	Classes with California Tow Truck Association, Wreck Masters and in-house. California Pull Notice Program	X	
3. Financial/Organizational			
a. History of tow business	In Moreno Valley for 21 years.	X	
Experience of company's key mgmt. personnel	R. Coleman - 21 years in Moreno Valley; 40 years total.	X	
Program for substance abuse/drug free workplace	Contract with Employment Research Services.	X	
How tow company will provide monthly reports for stored/imponded vehicles, release of vehicles or other	Computer software: DATOW	X	
d. Certificate of Insurances	<i>Preliminary review of the certificates of insurance provided demonstrates the general compliance with the conditions of the RTS Program. Upon award of contract, each tow operator will be required to meet the City's insurance requirements. Each certificate will be reviewed and approved by City's Risk Manager.</i>	X	X
e. Identify years of experience	21 years	X	
List any contracts has or had in last 5 years similar to City reqmts. Name/Contact for each reference.	Moreno Valley and CHP	X	
Complaints received from cities within last 2 years. Including equipment violations.	None	X	
Indicate if company has been suspended or terminated by another governmental agency; state reasons	None	X	
Describe safety policies and safety training provided to employees.	in-house training	X	
* If towing has been cited, suspended, terminated - supply date/description of violation/incident.	None	X	

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

		TOW COMPANY: Valleywide Towing	
		IN COMPLIANCE BY NOV. 30, 2010	
		YES	NO
j.	Provide collection procedure(s) and policy(ies)	X	
k.	Explain how business would move large number of vehicles in short time period.	X	
4. Rates for Service			
a.	Fees		
	Proposed Hourly rate		CLASS A
	Hourly Rate (CHP 180)	X	\$175.00
	Hourly Rate (CHP 180, after hours)	X	\$175.00
	Service Call - no CHP180	X	\$87.50
	Gate Fee	X	\$87.50
	Inside Storage	X	\$50.00
	Outside Storage	X	\$47.00
	Contract Labor	X	\$45.00
	Response time - during business hours	X	20 min (6am-6pm)
	Response time - after business hours		25 min (6:01pm-5:59am)
	Storage or any other fee charged to vehicle owner and/or his agent.	X	see above
	Submit a mark-up rate (% of cost to tow operator) for retail equipment and specialized labor not listed on application.	X	not needed/no mark-up
5. Applicant shall submit:			
a.	Five (5) copies of Proposal	X	
b.	One (1) unbound 8.5 x 11 black and white copy (reproducible)	X	
c.	One (1) electronic copy (Adobe/PDF)	X	
	RTS APPLICATION FEE \$2,828	X	
	Cert of Occupancy 023017 from 1988.		
<p>NOTES: Requested information on security system specs. 10/21 Faxed 1-page statement providing information on system - on file. PD conducted a site visit. At that time the video surveillance system was not working. Must correct before the tow operator begins service on the RTS Program. Response time exceeds MVMC Chapter 12.14. Tow operator will be conditions to comply with 20 minute response time. Fire states no record of annual inspections.</p>			

Valleywide Towing

24850 Rivard Rd.
Moreno Valley, CA 92551

Request For Proposal Response

RFP # JLL-10/11-01

For the City of Moreno Valley

Tow Services

October 12, 2010

24850 Rivard Rd.
Moreno Valley, CA 92551

October 12, 2010

City Clerk's Office
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

To Whom It May Concern,

Valleywide Towing has done business in the City of Moreno Valley for 21 years. At the time that Valleywide Towing applied to open a business the City instructed us to build in the Oleander Specific Plan Area. In addition the City requested that we build to the standard that they provided, as that would set precedence in the future for tow companies wishing to do business in the future.

For 21 years Valleywide Towing has proudly provided service to the citizens of Moreno Valley, California Highway Patrol, and to the Moreno Valley Police Department. Since becoming only the second tow company to service what was then a newly formed city, Valleywide Towing has experienced the City's growth and development, while Valleywide Towing grew and developed with it. I, Robert Coleman, owner of Valleywide Towing also own two homes in the City where I and my family live. I own the property that Valleywide Towing is located. All the Valleywide Towing drivers and staff live within the City of Moreno Valley. Valleywide Towing does not move trucks from city to city, but we are here serving the City, the citizens and our community 24 hours a day, 365 days a year. Valleywide Towing has developed an excellent record while providing tow service in the City, serving these 21 years without a complaint.

In addition, Valleywide Towing is financially stable. I, Robert Coleman have an excellent credit score and I have equity in the property that I own here in the City to ensure the ability to continue provide quality service to our community.

Sincerely,



Robert Coleman, Owner
Valleywide Towing

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1. Valleywide Towing Organizational Information

- a. Legal Name:
Robert Coleman DBA Valleywide Towing
- b. Organizational Structure:
Sole Proprietorship
- c. FIN:
93-1113689
- d. Contact Information:
Robert Coleman
24850 Rivard Rd.
Moreno Valley, CA 92551
- e. Proof of Good Standing in the State of California:
 - Motor Carrier Permit - CA0143701 (see Attachment I)
 - CHP Contract (see Attachment II)
- f. Robert Coleman DBA Valleywide Towing accepts all conditions and requirements contained in this Rotational Tow Services RFP # JLL-10/11-01, Chapter 12.14 of the Moreno Valley Municipal Code, and sample agreement.

2. Facilities, Equipment and Personnel

- a. Address of Valleywide Towing:
24850 Rivard Rd.
Moreno Valley, CA 92551
 - Site Plan: (see Attachment III - fully dimensional Site Plan)
- b. Deed of Trust:
DOC# 206-0498107 (see Attachment IV)
- c. Secondary Facilities:
None
- d. Equipment:
 - I. 2005 Inter Underlift (Class A)
VIN# 1HTMMAAL85H164810
LIC# 8P54223
CHP Vehicle Report # CA304W001111 (see Attachment V)

- II. 2005 Inter Flatbed (Class A)
VIN# 1HTMMAAL05H694155
LIC# 7M54082
CHP Vehicle Report # CA304W001132 (see Attachment VI)
- III. 2004 Inter Flatbed (Class A)
VIN# 1HTMMAAL34H615186
LIC# 7P60817
CHP Vehicle Report # CA304Y000777 (see Attachment VII)
- IV. 2005 Inter Flatbed (Class A)
VIN# 1HTMMAAML35H110372
LIC# 7M97226
CHP Vehicle Report # CA304W001109 (see Attachment VIII)

➤ Vehicle Replacement Policy: Valleywide Towing will replace tow vehicles every eight (8) years or 250,000 miles as needed.

e. Personnel:

- I. Owner/Manager: Robert Coleman
- II. Secretary/Dispatcher: Leanna Markes
- IV. Driver Gregory Gene Roberts (see Attachment IX for CHP 234F)
- V. Driver Ruben Rudolfo Sanchez (see Attachment X for CHP 234F)
- VI. Driver Robin Lee Meredith (see Attachment XI for CHP 234F)

➤ Recruitment, Training and Customer Service Practices:
Recruitment contact information is displayed on all Valleywide tow vehicles. All drivers are trained through State of California certified classes I.E. California Tow Truck Association, Wreck Masters; as well as, on the job training using experienced tow truck operators. All drivers participate in the California Pole Notice Program, Requester # L7601 (see Attachment XII) which notifies the employer, Valleywide Towing, of any activity on a driver's license. The Valleywide Towing business office is open Monday through Friday from 8:00 A.M. to 5:00 P.M. Towing services are available by phone 24 hours a day 365 days a year. It is the policy

of Valleywide Towing and its employees to serve customers with courtesy and respect.

3. Financial/Organizational Information

a. **Brief History:**

Valleywide Towing was established in March 1989, becoming the City of Moreno Valley's second rotational tow company. Owner Robert Coleman has 40 years of experience in the tow business (see Attachment XIII for Business License). For 21 years Valleywide has proudly served complaint free the valley residents, City of Moreno Valley and California Highway Patrol. Valleywide Towing drivers have collective 41 years of experience. The management and all drivers are residents of the City of Moreno Valley which allows optimal response times and preferred customer services.

b. **Substance Abuse Policies:**

All employees are enrolled with Employment Research Services and are subject to random drug and alcohol screening. (See Attachment XIV - Certificate and Enrollment List)

c. **Monthly Reporting:**

Valleywide Towing uses DATOW software to track vehicles in and out of storage. In addition, hard copy files are maintained using Index cards with CHP 180's. Valleywide Towing has consistently provided timely monthly reports to the Moreno Valley Police Department.

d. **Certificate of Insurance:**

Valleywide Towing is insured with Farmers Insurance policy # 604773795. The policy is for \$1,000,000 with the City of Moreno Valley as an additional insured and State Fund Worker's Compensation (see Attachment XV).

e. **Years of Experience:**

For 21 years Valleywide has proudly served, complaint free, the City of Moreno Valley Police and the valley residents.

f. **Similar Contracts:**

Valleywide has also served complaint free the California Highway Patrol for 21 Years. Contact information:

Officer Woodall
(951) 637-8000

g. **Complaints Received:**

- h. Suspensions or Terminations:
Valleywide Towing has never been suspended or terminated from any tow program by any agency.
- i. Safety Policies and Safety Training:
All employees are educated in the Valleywide Towing safety policies at the time of employment. Employees attend quarterly safety meetings. Valleywide provides a safe work environment and has never received a safety violation.
- j. Collection Procedure and Policy:
Valleywide Towing does not utilize a collection agency. It is the policy to perform a lien sale, any money still owed is taken as a loss of income by the tow company.
- k. Large Demand:
Valleywide Towing would deploy all trucks as needed. Working for the Moreno Valley Police Department the company has towed 85 vehicles in an 8 hour period.

4. Rates for Service

- a. Fees:
Valleywide Towing fees are set by the standard established by the California Highway Patrol Form CHP 234A (see Attachment XVI).

5. Attachment I - Motor Carrier Permit


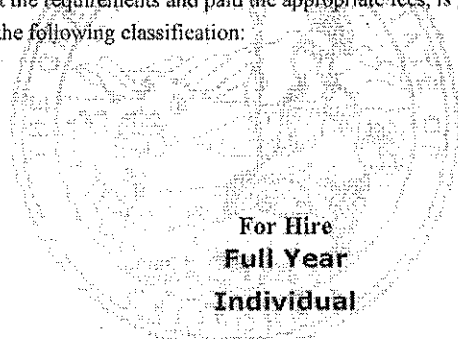
DEPARTMENT OF MOTOR VEHICLES

MOTOR CARRIER SERVICES BRANCH MS G876 13
 P.O. BOX 932370 Sacramento, CA. 94232-3700
 (916) 657-8153



06/07/2010

ROBERT I COLEMAN
 24850 RIVARD ROAD
 MORENO VALLEY, CA 92551

 DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA. 94232-3700		<h2>MOTOR CARRIER PERMIT</h2>			
		Valid From:	07/01/2010	Valid Through:	06/30/2011
		CA#:	0143701		
ROBERT I COLEMAN 24850 RIVARD ROAD MORENO VALLEY, CA 92551		The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification:			
		 For Hire Full Year Individual			
Pmt Date:	06/01/2010	Office #:	154		
Account #:	16588	Tech ID:	DG		
Sequence #:	0015	Amt Paid:	\$200.00		

!!!IMPORTANT REMINDERS!!!

1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
2. Your insurance must remain valid through the term of your permit or a suspension action could occur.
3. Changes to your fleet are not required to be reported until your renewal.
4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
7. You may download forms from the Internet at www.dmv.ca.gov or receive further information by calling: (916) 657-8153.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

6. Attachment II - CHP Contract

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

8118 Lincoln Avenue
Riverside, CA 92504
951-637-8000
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



June 29, 2008

Valleywide Towing
24850 Rivard Rd.
Moreno Valley, CA 92551

Dear Mr. Coleman:

Your application for the 2009-2010 Tow Service Agreement has been approved. Your approval specifications are as follows:

a. Approved Tow Districts: (Class A) 25, 40, 42


b. Approved rates and response times:

Hourly rate (CHP 180)	<u>Class A</u> \$175.00
Hourly rate (CHP 180)-After hours	\$175.00
Service call (No CHP 180)	\$ 87.50
Gate fee	\$ 87.50
Inside storage	\$ 50.00
Outside storage	\$ 47.00
Contract labor	\$ 45.00

Maximum daytime response (6:00 A.M. to 6:00 P.M.)	<u>Class A</u> 20 minutes
Maximum nighttime response (6:01 P.M. to 5:59 A.M.)	25 minutes

The term of this agreement shall commence on July 1, 2009 and end on June 30, 2010, or until such time as the agreement is cancelled by either party in accordance with Element 25 of the Tow Service Agreement. Questions regarding this approval letter should be directed to Officer N. Woodall at (951) 637-8000.

Sincerely,

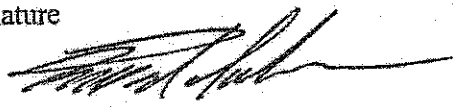

T. M. MCCREARY, Captain
Commander
Riverside Area

Safety, Service, and Security

OPERATOR APPROVAL

I certify that all drivers operating under this Tow Service Agreement (TSA) are qualified and competent. I further certify that I have read and understand this TSA and agree to abide by all the provisions. I further agree to indemnify, defend, and save harmless the state, its officers, agents, and employees from any and all claims and losses accruing or resulting to the operator in connection with the performance of the TSA, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the operator in the performance of this TSA. The operator, and the agents and employees of the operator, in the performance of this TSA, shall act in an independent capacity and not as officers or employees or agents of the State of California. The terms of this TSA (2009-2010 TSA - Extension) will become effective:

_____ and end December 31, 2010
 Date Date

Operator Approval		
Signature 	Typed Name ROBERT L. COLEMAN	
Company VALLEYWIDE TOWING	Title OWNER	Date 6-20-2010
Business Address 24850 RIVARD ROAD MORENO VALLEY, CA. 92551		Phone Number 951-485-9888
Motor Carrier Permit Number CA0143701		

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

8118 Lincoln Avenue
Riverside, CA 92504
951-637-8000
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



June 15, 2010


Mr. Robert Coleman
Valleywide Towing
24850 Rivard Rd.
Moreno Valley, Ca. 92551

Dear Mr. Coleman:

The 2010-2011 Tow Service Agreement has been postponed and the 2009-2010 Tow Service Agreement currently in place has been extended. Any tow companies currently on rotation will be required to complete the enclosed extension form and return it to the Riverside Area prior to June 30, 2010. Due to the extension, all 2009-2010 TSA rates will be frozen and drivers currently approved will not need to be re-approved.

If you have newly applied, changed a yard location or have other business plan changes, you will be contacted individually regarding your situation. We thank you for your patience and look forward to working with you. If you should have any questions contact Officer Woodall at (951) 637-8000.

Sincerely,


T. M. MCCREARY, Captain
Commander
Riverside Area

7. Attachment III - Site Plan

APPLICANT/OWNER
 ROBERT J. COLEMAN
 DBA VALLEYWIDE TOWING
 24850 RIVARD ROAD
 MORENO VALLEY CA, 92351
 951-485-9888

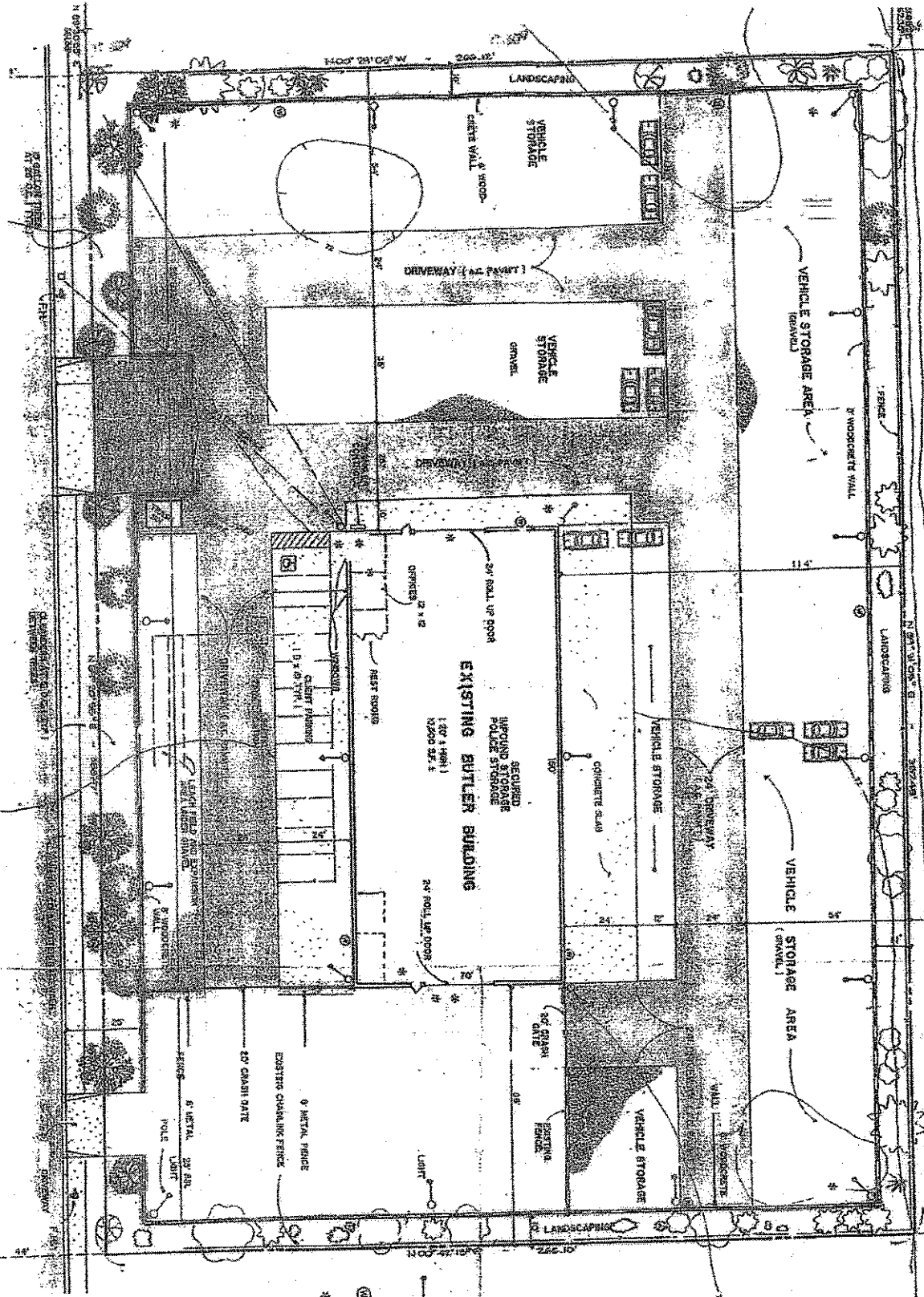
PERRIS VALLEY STORM DRAIN

PLOT PLAN

CITY OF MORENO VALLEY

BEING THE EASTERLY 388'± OF PARCEL 3 OF PARCEL MAP
 3304 PER P.M.B. 42/44 (PARCEL 4 OF UNRECORDED PAR-
 CEL MAP 18351), RECORDS OF RIVERSIDE COUNTY,
 CALIFORNIA

SCALE 1"=40'



PERRIS BLVD.

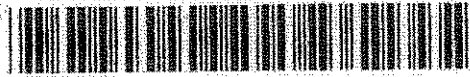
8. Attachment IV - Deed of Trust

RECORDING REQUESTED BY

DOC # 2006-0498107
07/07/2006 08:00A Fee:10.00
Page 1 of 2 Doc T Tax Paid
Recorded in Official Records
County of Riverside
Larry U. Ward
Assessor, County Clerk & Recorder

CHICAGO TITLE INSURANCE CO.

AND WHEN RECORDED MAIL TO:



name
addr:
address
City
State
Zip
Robert Coleman
24850 Rivard Road
Moreno Valley, CA 92551

M	S	U	PAGE	SIZE	DA	PCOR	NOCOR	SMF	MISC.
		1	2						
					1				
A	R	L			COPY	LONG	REFUND	NCHG	EXAM



Grant Deed

THIS FORM FURNISHED BY TRUSTORS SECURITY SERVICE

181619

The undersigned Grantor(s) declare(s) under penalty of perjury that the following is true and correct:

Documentary transfer tax is \$ 852.50

- Computed on full value of property conveyed, or
- Computed on full value less value of liens and encumbrances remaining at time of sale.
- Unincorporated area: City of Moreno Valley, and

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

Timothy A. Rivard and Janet A. Rivard, husband and wife

hereby GRANT(S) to

Robert Coleman, a married man, as his sole and separate property

the following described real property in the County of Riverside, State of California:

See Exhibit "A" attached hereto and made a part hereof

Dated June 15, 2006

Timothy A. Rivard
TIMOTHY A. RIVARD

State of California
County of Riverside

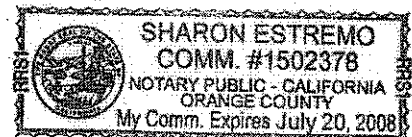
Janet A. Rivard
JANET A. RIVARD

On June 15, 2006
before me, SHARON ESTREMO, a Notary Public,

personally appeared TIMOTHY A. RIVARD and JANET A. RIVARD
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 Sharon Estremo



Title Order No. 601093263-X49 Escrow, Loan or Attorney File No.

AMOUNT TAX

Robert Coleman

ASSESSORS' PARCEL NO. 316-190-025-9

Traoal

4

LEGAL DESCRIPTION

PARCEL 4 OF PARCEL MAP NO. 18331, IN THE CITY OF MORENO VALLEY, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA AS PER MAP FILED IN BOOK 153 PAGES 78 AND 79 OF PARCEL MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM THAT PORTION THEREOF SHOWN AS "PARCEL 4010A-22A" ON RECORD OF SURVEY FILED IN BOOK 97 PAGES 29 TO 36 OF RECORDS OF SURVEY, AS GRANTED TO THE RIVERSIDE COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT IN DEED RECORDED JUNE 6, 1995 AS INSTRUMENT NO. 180368.

EXHIBIT "A"

9. Attachment V - CHP VR # CA304W001111

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304W001111
Inspection Date: 04/13/2010
Start Time: 07:38 AM End Time: 09:44 AM
Inspection Level: V - Terminal
HM Inspection Type: None

ROBERT I COLEMAN, VALLEY WIDE TOWING
24850 RIVARD RD
MORENO VALLEY, CA 925519513
USDOT#: _____ Phone#: _____
MC/MX#: _____ Fax#: _____
State#: 143701

Driver: _____ State: _____
License#: _____
Date of Birth: _____
CoDriver: _____
License#: _____ State: _____
Date of Birth: _____

Location: RIVERSIDE
Highway: LINCOLN AVE
County: RIVERSIDE, CA

MilePost: _____
Origin: _____
Destination: _____
Shipper: _____
Bill of Lading: _____
Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	INTL	2005	CA	8P54223	107	1HTMMAAL85H164810			01266747	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
24002(b)	VC	S	1	N	N	N	Box to frame bolts loose r/l sides and GVWR, ok 9374 04-13-2010

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
J. SANCHEZ

Badge #:
17130

Copy Received By:

Page 1 of 1



CA304W001111

X _____

X _____

10. Attachment VI - CHP VR # CA304W001132

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304W001132
Inspection Date: 04/13/2010
Start Time: 12:12 PM End Time: 12:20 PM
Inspection Level: V - Terminal
HM Inspection Type: None

ROBERT I COLEMAN, VALLEY WIDE TOWING
24850 RIVARD RD
MORENO VALLEY, CA 925519513

USDOT#: _____ Phone#: _____
MC/MX#: _____ Fax#: _____
State#: 143701

Location: RIVERSIDE
Highway: LINCOLN AVE
County: RIVERSIDE, CA

MilePost: _____
Origin: _____
Destination: _____

Driver: _____ State: _____
License#: _____
Date of Birth: _____
CoDriver: _____
License#: _____ State: _____
Date of Birth: _____

Shipper: _____
Bill of Lading: _____
Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	INTL	2005	CA	7M54082		1HTMMAAL05H694155	25,500		12667164	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
1232(c) CCR	S	1	N		N	N	Excessive oil and grease on chassis, degrease & fix all leaks, ok 4-13-10 # 12416
24002(b) VC	S	1	N		N	N	Vehicle not properly equipped, no fuel in fuel cans, no flashlight, ok 4-13-10 # 12416

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____

Title: _____

Date: _____

Report Prepared By:
J. BENTZ

Badge #:
09374

Copy Received By:

Page 1 of 1



CA304W001132

X _____

X _____

11. Attachment VII - CHP VR # CA304Y000777

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649

Report Number: CA304Y000777
Inspection Date: 04/14/2010
Start Time: 07:29 AM **End Time:** 07:31 AM
Inspection Level: V - Terminal
HM Inspection Type: None

ROBERT I COLEMAN 24850 RIVARD RD MORENO VALLEY, CA 925519513 USDOT#: _____ Phone#: _____ MC/MX#: _____ Fax#: _____ State#: 143701	Driver: License#: _____ State: _____ Date of Birth: _____ CoDriver: License#: _____ State: _____ Date of Birth: _____	MilePost: _____ Origin: _____ Destination: _____ Shipper: _____ Bill of Lading: _____ Cargo: _____
--	--	---

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	INTL	2004	CA	7P60817	102				12668527	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
H. LESTER

Badge #:
12416

Copy Received By:

Page 1 of 1



CA304Y000777

X _____

X _____

12. Attachment VIII - CHP VR # CA304W001109

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
 California Highway Patrol
 860 Stillwater Road
 West Sacramento, CA 95605-1649
 Phone: (909) 806-2400

Report Number: CA304W001109
 Inspection Date: 04/13/2010
 Start Time: 07:21 AM End Time: 09:48 AM
 Inspection Level: V - Terminal
 HM Inspection Type: None

ROBERT I COLEMAN, VALLEY WIDE TOWING
 24850 RIVARD RD

MORENO VALLEY, CA 925519513

USDOT#: Phone#:

MC/MX#: Fax#:

State#: 143701

Location: RIVERSIDE

Highway: LINCOLN AVE

County: RIVERSIDE, CA

MilePost:

Origin:

Destination:

Driver:

License#:

Date of Birth:

CoDriver:

License#:

Date of Birth:

Shipper:

Bill of Lading:

Cargo:

State:

State:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	INTL	2005	CA	7M97226	103	1HTMMAAM35H110372	25,500		01266748	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS

Section Code	Type	Unit	OOS	Citation #	Verify	Crash	Violations Discovered
24002(b)	VC	S	1	N	N	N	Def cable and non rated nylon starps, ok 9374 04-13-2010

HazMat: No HM Transported.

Placard: No

Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

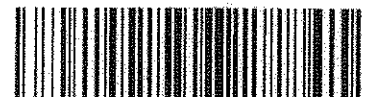
Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
 J. BENTZ

Badge #:
 09374

Copy Received By:

Page 1 of 1



CA304W001109

X _____

X _____

13. Attachment IX - CHP 234 F for Gregory Gene Roberts

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
CHP 234F (REV. 12-08) OPI 082

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) GREGORY GENE ROBERTS	SOCIAL SECURITY NUMBER [REDACTED]	DATE OF BIRTH [REDACTED]
--	--------------------------------------	-----------------------------

LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY)

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

COMPANY NAME VALLEYWIDE TOWING	JOB TITLE/CLASSIFICATION DRIVER		
DRIVER LICENSE NUMBER N5655178	STATE CA	EXPIRATION DATE 7/20/2009	LICENSE CLASS / ENDORSEMENTS C / NONE
MEDICAL CERTIFICATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	MEDICAL CERTIFICATE EXPIRATION DATE		

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:

Class A: 5 Class B: _____ Class C: _____ Class D: _____

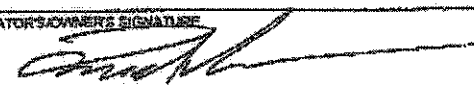


OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV FULL NOTICE PROGRAM? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
---	--

IF YES, EXPLAIN CIRCUMSTANCES, INCLUDE CRIMES COMMITTED, SECTIONS VIOLATED, DATE OF CONVICTIONS, COUNTRY, STATE, AND COUNTY WHERE CRIMES WERE COMMITTED.
(USE ADDITIONAL PAGES IF NECESSARY)

DUI 1/5/1997 RIVERSIDE COUNTY
DUI 10/1996 RIVERSIDE COUNTY
DUI 7/1994 RIVERSIDE COUNTY

I certify the above information is true and correct, and no omissions have been made.

• The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR'S/OWNER'S SIGNATURE 	DATE 4-1-09	
TOW DRIVER'S SIGNATURE 	DATE 4-1-09	
RECEIVING OFFICER'S NAME 	ID NUMBER 16588	DATE 6-19-09

FOR CHP USE ONLY:
 APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

* PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1788.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

14. Attachment X - CHP 234 F for Rudolfo Sanchez

CALIFORNIA DEPARTMENT OF MOTOR VEHICLES
CUSTOMER RECEIPT COPY
DRIVER LICENSE/IDENTIFICATION CARD
INFORMATION REQUEST
01/19/10

DAD99933656H6N2175921

DATE:01-19-10 TIME:16:04*

DL/NO: [REDACTED] B/D: [REDACTED] NAME: SANCHEZ RUBEN RUDOLFO*

ADDR AS OF 01-12-10: [REDACTED] *CC:33*

OTH/ADDR AS OF 06-13-00: [REDACTED] *

PULL NOTICE:

COND:35 RSN:04 INFO:2 PURGE:99-99 CD:99 TO:L7601 *

P&M CODE:NONE*

REVIEW DT:NONE*

COMMENT:

NO:AC PURGE:09-12 010509 33005003320 C 04 *

NO:A1 PURGE:05-12 052808/080495037/NON-REPT ACC RIVERSIDE /UT*

NO:MM PURGE:08-11 656080591212901 INDIAN AVE MORENO

VALLEYCA925530000656080591225059 *

NO:MM PURGE:02-15 656022195212901 INDIAN AVE MORENO

VALLEYCA925531055656022195105039 *

NO:MM PURGE:10-17 656102897322790 RAYMOND RD PERRIS

CA925701103656102897B85031 *

NO:MM PURGE:05-19 656052799122790 RAYMOND RD PERRIS

CA925701133656052799115007 *

NO:MM PURGE:04-18 238040398 22790 RAYMOND RD PERRIS

CA92570 2380403984RR *

ARREST REPORT SUBRECORD: NONE*

STATUS:

ID CARD MLD:06-21-99 EXP:01-13-05 APP:05-27-99 OFF:ERS*

LIC/ISS:01-12-10 LIC/MLD:00-00-00 EXP:01-13-15

RESTR:NONE*

CLASS:C NON-COMMERCIAL*ENDORSEMENTS:NONE*

HEALTH QUESTIONNAIRE EXPIRES:NONE*

PREV LIC:CL C NON-COMML EXP/BD:10*CERT:NONE*

LATEST APP:RENEWAL*ISS/DATE:01-12-10 OFF:ERS*BATES:POL*

PHOTO DATE:01-12-10 OFC:ERS*

ORGAN AND TISSUE DONOR:NO UPDATED:01-12-10*

PHOTO INFO:

:D- DL AND ID PHOTO ON VENDOR FILE*

LEGAL HISTORY:

HNG/ ACTION	RSN	HNG/MAIL DATE	MOD/EFF DATE	LOC&RSLT/ AUTH SEC	THRU DATE	SERV ORD/ BRIEF	COR ORD	CC
SUSP	938	06-05-97	07-05-97	13365		S:M/10-28-97		33
ACT-TERM			10-28-97	13365		B:7/05-29-97		
FEE GROUP CODE: 001								
SUSP	938	03-09-98	04-08-98	13365		S:B/03-30-98		33
ACT-TERM			04-08-98	13365		B:7/03-01-98		

15. Attachment XI - CHP 234 # for Robin Lee Meredith

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW OPERATOR/DRIVER INFORMATION
 CHP 234F (Rev. 12-08) OPI 062

Instructions: Please type or print clearly. Form must be filled out completely.

OPERATOR/DRIVER FULL NAME (FIRST, MIDDLE, LAST) ROBIN LEE MEREDITH	SOCIAL SECURITY NUMBER [REDACTED]	DATE OF BIRTH [REDACTED]
LIST ALL ALIASES (USE ADDITIONAL PAGES IF NECESSARY) ROBERT LEE ENGLISH		

STATES LIVED IN, EXCLUDING CALIFORNIA, DURING LAST SEVEN (7) YEARS

COMPANY NAME VALLEYWIDE TOWING	JOB TITLE/CLASSIFICATION DRIVER		
DRIVER LICENSE NUMBER [REDACTED]	STATE CA	EXPIRATION DATE 11/8/2009	LICENSE CLASS C
MEDICAL CERTIFICATE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	ENDORSEMENTS NONE		
MEDICAL CERTIFICATE EXPIRATION DATE			

NUMBER OF YEARS EXPERIENCE AS A TOW TRUCK OPERATOR/DRIVER IN THE FOLLOWING CHP CLASSES:

Class A: 3 Class B: _____ Class C: _____ Class D: _____

OPERATOR/DRIVER PRESENTLY ENROLLED IN DMV PULL NOTICE PROGRAM?

YES NO

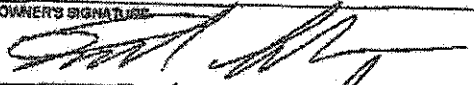


OPERATOR/DRIVER EVER BEEN CONVICTED OF A MISDEMEANOR OR FELONY?

YES NO

IF YES, EXPLAIN CIRCUMSTANCES, INCLUDE CRIMES COMMITTED, SECTIONS VIOLATED, DATE OF CONVICTIONS, COUNTRY, STATE, AND COUNTY WHERE CRIMES WERE COMMITTED. (USE ADDITIONAL PAGES IF NECESSARY)

I certify the above information is true and correct, and no omissions have been made.

* The Operator and Driver are advised that giving false information to a peace officer, either orally or in writing, is a misdemeanor pursuant to Vehicle Code Sections 20 and 31.

OPERATOR/OWNER'S SIGNATURE 	DATE 4-1-09
TOW DRIVER'S SIGNATURE 	DATE 4-1-09
RECEIVING OFFICER'S NAME 	IC NUMBER 10588
	DATE 6-19-09

FOR CHP USE ONLY:

APPROVED DISAPPROVED

If an individual is not approved, provide tow operator with a written reason for the action and attach a copy of the reason to this form.

* PRIVACY NOTICE: The Information Practices Act of 1977 (CC 1798.17) and the Federal Privacy Act of 1974 (PL 93-579) require that this notice be provided when collecting personal information from individuals. Providing the social security number is voluntary and is being requested for identification purposes only, however, the processing of this document may be hampered if you do not supply your social security number.

Use previous editions until depleted

Chp234F_1208.pdf

16. Attachment XII - California Pull Notice Program



PULL NOTICE CONTRACT

Requester # L7601

THIS AGREEMENT is made and entered into this 8 day of April, 1994 between the STATE OF CALIFORNIA, acting by and through the DEPARTMENT OF MOTOR VEHICLES, herein called SELLER, and VALLEY WIDE TOWING, herein called BUYER.

BUYER desires to purchase information from SELLER'S record under the terms and conditions and at the rates set forth in the "Employer Pull Notice Program, Information For Enrollment," attached hereto and hereby incorporated and made a part of this contract. SELLER will furnish information in accordance with the terms specified below:

1. SELLER will furnish said information as soon as possible after receipt of request, and will furnish a subsequent report each time a record is updated under the following conditions while the BUYER'S notification request remains valid and uncanceled: abstracts of conviction, failure to appear notices, failure to pay notices, accidents, suspensions, revocations or any other actions taken against the driving privilege or certificate.
2. BUYER will not use any information or portions of information acquired under the provisions of this contract for any purpose other than administering company policies in regard to the driving record requirements of employees. BUYER will not sell, assign or otherwise transfer any of the information or portions of information acquired under the provisions of this contract. For breach of this condition, or if the buyer fails to pay money owed the seller within 45 days of billing, the SELLER may elect to cancel this contract immediately upon notice to the BUYER.
3. All sensitive data, documentation, or other information, which is designated confidential by SELLER and is inadvertently made available to BUYER will be protected by BUYER from unauthorized use and disclosure.
4. BUYER agrees to defend, indemnify and hold harmless SELLER and its officers, agents and employees from any and all claims, actions, damages and losses which may be brought or alleged against SELLER, its officers, agents or employees by reason of the negligent, intentional, improper or unauthorized use or dissemination by BUYER, or its officers, agents or employees of accurate information furnished to BUYER by SELLER under this Agreement.
5. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
6. This Agreement is not assignable by BUYER either in whole or in part without the written consent of SELLER.
7. BUYER and its agents or employees shall act in an independent capacity and not as officers, employees or agents of SELLER.
8. This Agreement is subject to any restrictions, limitations or conditions enacted by the Legislature which may affect the provisions or terms of this Agreement in any manner.
9. Except for the election of SELLER to cease furnishing information or to cancel this contract upon notice as above provided, this contract shall continue until canceled by either party upon at least thirty (30) days written notice to the other.

VALLEY WIDE TOWING
COMPANY NAME (PLEASE PRINT)
24850 RIVARD RD.
MAILING ADDRESS
MORENO VALLEY CA 92553
CITY STATE ZIP

Stacy Ann Anderson
SIGNATURE OF AUTHORIZED DMV REPRESENTATIVE
Robert F. Coleman, Owner
PRINT NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

17. Attachment XIII - Business license

CITY OF MORENO VALLEY

BUSINESS LICENSE TAX RECEIPT


The person, firm or corporation named below has paid the appropriate fees to the City and is hereby granted this business license tax receipt for the business described below. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of any law or ordinance. The City does not pass on the qualifications of the holder of this business license tax receipt.

Business Name: Valleywide Towing
Business Location: 24850 Rivard Rd, Moreno Valley, CA 92553
Business Owner: Robert I. Coleman

BUSINESS TYPE: 997
Description: Rotational Tow

BUSINESS LICENSE #: 06931
Effective Date: January 01, 2010
Expiration Date: December 31, 2010

VALLEYWIDE TOWING
24850 RIVARD RD
MORENO VALLEY, CA 92553


Steve Elam
Financial & Administrative Services Director

NOT TRANSFERABLE

TO BE POSTED IN A CONSPICUOUS PLACE



CITY OF MORENO VALLEY
DEPARTMENT OF BUILDING AND SAFETY
Certificate of Occupancy

THIS CERTIFIES THAT THE VALLEY WIDE TOWING

Located 24850 Rivard Road, Moreno Valley, CA. 92337

Owner Bob Coleman Permit No. 23017

Address 24850 Rivard Road, Moreno Valley, CA. 92337

has been inspected and complies with the requirements for group B-2 occupancy

DATE: 3/2/89


ANDREW RODRIGUEZ, Chief Building Official

This Certificate must be posted and permanently maintained in a conspicuous place at or close to the entrance of the building or structure referred to above.

18. Attachment XIV - Certificate and Enrollment List

Certificate of Random Drug Program Enrollment


is hereby granted to:

Valleywide Towing

Enrolled for period of September 8, 2010 to December 31, 2010 with



Employment Research Services



Dean C Wilson, President



Participants by Alpha Sort Field

From:

To:

Valleywide Towing (2000019)

Participant ID	Name	SSN	Home	DOT	Occu	Pool	Rnd	Term.	Term. Date
4	Leana Markes	XXX-XX-8052		N	NON		Y	N	
3	Robin Meredith	XXX-XX-5021		N	NON		Y	N	
2	Gregory Roberts	XXX-XX-6499		N	NON		Y	N	
1	Ruben Sanchez	XXX-XX-5104		N	NON		Y	N	

Records in this company: Valleywide Towing (2000019): 4

Total Records Printed: 4

19. Attachment XV - Certificate of Insurance



Policy Number: 604773795

Date Entered: 10/26/2009

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/7/2010

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lubnau Insurance Agency 17322 Irvine Blvd Suite 201 Tustin, CA 92780	CONTACT NAME: ROB LUBNAU
	PHONE (A/C, No. Ext): (714) 263-2623 FAX (A/C, No.): (714) 263-2575
INSURED VALLEY WIDE TOWING COLEMAN, ROBERT 24850 RIVARD ROAD MORENO VALLEY, CA 92551	INSURER(S) AFFORDING COVERAGE
	INSURER A: Farmers Insurance Exchange NAIC # 21652
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			604773795	11/20/2009	11/20/2010	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$2,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	<input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			604773795	11/20/2009	11/20/2010	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$1,000,000 BODILY INJURY (Per accident) \$1,000,000 PROPERTY DAMAGE (Per accident) \$1,000,000 \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	ON HOOK/CARGO			604773795	11/20/2009	11/20/2010	50,000
A	GARAGE KEEPERS LIAB			604773795	11/20/2009	11/20/2010	100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER AS ADDITIONAL INSURED

CERTIFICATE HOLDER CITY OF MORENO VALLEY 14177 FREDERICK ST MORENO VALLEY, CA 92552	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Lubnau
--	---

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P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 05-01-2010

GROUP: 000937
POLICY NUMBER: 0000277-2010
CERTIFICATE ID: 1
CERTIFICATE EXPIRES: 05-01-2011
05-01-2010/05-01-2011

CALIFORNIA DEPARTMENT OF MOTOR VEHICLES# SK
MOTOR CARRIER BRANCH
P O BOX 932370 MS G875
SACRAMENTO CA 94232-3700

LICENSE NUMBER: CA #143701
INCEPTION DATE: 05-01-2010
DO: SK

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
Authorized Representative

Douglas V Stewart
Interim President and CEO

UNLESS INDICATED OTHERWISE BY ENDORSEMENT, COVERAGE UNDER THIS POLICY EXCLUDES THE FOLLOWING: THOSE NAMED IN THE POLICY DECLARATIONS AS AN INDIVIDUAL EMPLOYER OR A HUSBAND AND WIFE EMPLOYER; EMPLOYEES COVERED ON A COMPREHENSIVE PERSONAL LIABILITY INSURANCE POLICY ALSO AFFORDING CALIFORNIA WORKERS' COMPENSATION BENEFITS; EMPLOYEES EXCLUDED UNDER CALIFORNIA WORKERS' COMPENSATION LAW.

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 05-01-2008 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

COLEMAN, ROBERT I AND COLEMAN, CAROL SK
24850 RIVARD RD
MORENO VALLEY CA 92551

20. Attachment XVI- California Highway Patrol Form CHP 234A

DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

8118 Lincoln Avenue
Riverside, CA 92504
951-637-8000
(800) 735-2929 (TT/TDD)
(800) 735-2922 (Voice)



June 29, 2008

Valleywide Towing
24850 Rivard Rd.
Moreno Valley, CA 92551

Dear Mr. Coleman:

Your application for the 2009-2010 Tow Service Agreement has been approved. Your approval specifications are as follows:


- a. Approved Tow Districts: (Class A) 25, 40, 42
- b. Approved rates and response times:

	<u>Class A</u>
Hourly rate (CHP 180)	\$175.00
Hourly rate (CHP 180)-After hours	\$175.00
Service call (No CHP 180)	\$ 87.50
Gate fee	\$ 87.50
Inside storage	\$ 50.00
Outside storage	\$ 47.00
Contract labor	\$ 45.00

	<u>Class A</u>
Maximum daytime response (6:00 A.M. to 6:00 P.M.)	20 minutes
Maximum nighttime response (6:01 P.M. to 5:59 A.M.)	25 minutes

The term of this agreement shall commence on July 1, 2009 and end on June 30, 2010, or until such time as the agreement is cancelled by either party in accordance with Element 25 of the Tow Service Agreement. Questions regarding this approval letter should be directed to Officer N. Woodall at (951) 637-8000.

Sincerely,


T. M. MCCREARY, Captain
Commander
Riverside Area

Safety, Service, and Security

VALLEYWIDE TOWING

: RFP CHECKLIST

EQUIPMENT FOR EACH VEHICLE
ALL CLASS A STANDARD EQUIPMENT , NO
SPECIAL EQUIPMENT.

VALLEYWIDE TOWING HAS NO FINANCIAL
INNTEREST IN OTHER TOW COMPANYS OR
APPILCANT IN THE CITY OF MORENO VALLEY.

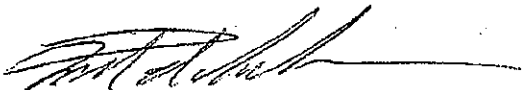
I ROBERT I. COLEMAN PERSONLY DELIVERED
THE RFP TO THE CITY CLERK ON OCT.10, 2010 AT
09:25 A/M

1.B VALLEYWIDE TOWING IS A SOLE
PROPRIETOSHIP ATTACHED TO THE RFP IS A
COPY OF MY CERTIFICATE OF OCCUPANCY
DATED 3/2/89 WHEN WE OPENED.

1.C ROBERT COLEMAN

24850 RIVARD ROAD
MORENO VALLEY, CA. 92551
PHONE 951-485-9888
FAX 951-485-9777
E-MAIL RC4850@MSN.COM

RESPONSE TIME
20 MINUTES 6:00 A/M TO 6:00 P/M
25 MINUTES 6:01 P/M TO 5:59 A/M



ROBERT I COLEMAN

YUCAIPA TOWING
Evaluation Form
Proposal with Addendum

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

TOW COMPANY: Yucaipa Towing, Inc.

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
City of MV Business License	X		License #12856 (1/12/2010 - 12/31/2010)
No financial interest in other tow company and/or applicant within City of MV	X		
Storage yard must be located in City limits	X		22101 Alessandro Blvd. Moreno Valley, CA
1. Organizational Information			
a. Company Name	X		Yucaipa Towing, Inc.
DBA			n/a
Documentation for authorized individual to submit RFP	X		George Acosta, CEO
b. Organizational Structure	X		Corporation
Date of organization	X		August 30, 2002
c. Federal Tax ID #	X		46-0498744
d. Name	X		George Acosta & Yvonne Acosta
Address	X		22101 Alessandro Blvd. Moreno Valley, CA
Phone	X		(951) 247-3010
Fax	X		(951) 656-7244
e-mail	X		george@yucaipatowinginc.com
e. State of CA permits/licenses	X		Motor Carrier Permit #0242828 (exp 10/31/11); Federal MCS-150 No: 2081940
Statement that company accepts all f. conditions/rqmts in RFP	X		George Acosta, CEO
2. Facilities, Equipment and Personnel			
a. Address: Administrative offices	X		22101 Alessandro Blvd. Moreno Valley, CA
Address: Vehicle storage facility (if separate from office)	X		22101 Alessandro Blvd. Moreno Valley, CA
Site Plan: Administrative Offices	X		22101 Alessandro Blvd. Moreno Valley, CA
Site Plan: Vehicle storage facility (if separate from office)	X		22101 Alessandro Blvd. Moreno Valley, CA

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

TOW COMPANY:

Yucaipa Towing, Inc.

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
<i>Site Plan</i>			
Name, address, phone number of applicant/tow operator	X		Revised site plans submitted in Addendum.
Property lines/lot dimensions	X		
Dimensions of access points to site, off-street parking, loading, parking for customers/employees	X		
Location of building structures - include distance between buildings/property lines	X		
Location of driveways	X		
Location of landscape planters	X		
Location of building security lights	X		
Location of parking lot lights	X		
Location of perimeter fencing	X		
Evidence that lot will accommodate min. number of cars per stds.	X		250 +/- (6 spaces "inside")
b. Deed of Trust			n/a
or Lease	X		Lease/License Agreement: July 2, 2004 - August 2015
c. List of any secondary facilities with all included from 2. a.above.			n/a
			Notes: Addressed on Alessandro, but no direct access per plan - need more information.

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

TOW COMPANY:

Yucaipa Towing, Inc.

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
d. List of all Equipment Vehicles			
Class	X		Vehicle #1 CLASS B,C PETERBUILT
Make	X		Vehicle #2 CLASS A FORD
Model	X		Vehicle #3 CLASS D KENWORTH
Year	X		Vehicle #4 CLASS A PETERBUILT
Equipment for each Vehicle	X		Vehicle #5 CLASS C,D PETERBUILT
PLATE NO.	X		Vehicle #6 CLASS A PETERBUILT
CHP Forms	X		Vehicle #7 CLASS A PETERBUILT
Vehicle Replacement Policy	X		Vehicle #8 CLASS A PETERBUILT
Class	X		Vehicle #9 CLASS A PETERBUILT
Make	X		Vehicle #10 CLASS A 4x4 FORD
Model	X		Vehicle #11 CLASS A PETERBUILT
Year	X		Vehicle #12 CLASS A PETERBUILT
Equipment for each Vehicle	X		Vehicle #13 CLASS A PETERBUILT
PLATE NO.	X		Vehicle #14 CLASS A PETERBUILT
CHP Forms	X		Vehicle #15 CLASS A PETERBUILT
Vehicle Replacement Policy	X		Vehicle #16 CLASS A PETERBUILT
Drivers	X		Vehicle #17 CLASS A PETERBUILT
Supervisory	X		Vehicle #18 CLASS A PETERBUILT
Office	X		Vehicle #19 CLASS A PETERBUILT
Recruitment, Training and Customer Service Practices	X		Vehicle #20 CLASS A PETERBUILT

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

TOW COMPANY: Yucaipa Towing, Inc.

	IN COMPLIANCE BY NOV. 30, 2010		NOTES
	YES	NO	
3. Financial/Organizational			
a. History of tow business	x		Purchased in 1992. Growth to four other communities.
Experience of company's key mgmt. personnel Program for substance abuse/drug free workplace	x		CEO ownership growth to other communities.
b. How tow company will provide monthly reports for stored/impounded vehicles, release of vehicles or other	x		Contract with US Health Works Medical Group.
c. Certificate of Insurances	x		Utilize computer software. Report after month-end; to City within ten days.
d. Identify years of experience	x	x	<i>Preliminary review of the certificates of insurance provided demonstrates the general compliance with the conditions of the RTS Program. Upon award of contract, each tow operator will be required to meet the City's insurance requirements. Each certificate will be reviewed and approved by City's Risk Manager.</i>
List any contracts has or had in last 5 years similar to City reqmts. Name/Contact for each reference.	x		19-Years (Moreno Valley since 2004)
Complaints received from cities within last 2 years. Including equipment violations, inspection cites, etc.	x		11-Other contracts
Indicate if company has been suspended or terminated by another governmental agency; state reasons	x		None
Describe safety policies and safety training provided to employees.	x		A letter from City of Moreno Valley revoking permit - failure to provide updated drivers list (one day).
* If towing has been cited, suspended, terminated - supply date/description of violation/incident.	x		Safety Manual provided.
Provide collection procedure(s) and policy(ies)	x		See h. above.
Explain how business would move large number of vehicles in short time period.	x		Contract with American Capital Enterprises, Inc. 6 drivers per day; 3-4 drivers per night. Staffing; Plenty of vehicles.

ROTATIONAL TOW SERVICES (RTS) - RFP CHECKLIST

revised: 11/1/2010

TOW COMPANY:

Yucaipa Towing, Inc.

	IN COMPLIANCE BY NOV. 30, 2010		CLASS A	CLASS B	CLASS C	CLASS D	Special Eqmt \$
	YES	NO					
4. Rates for Service							
a. Fees							
Hourly Rate	X		\$200.00/hr	\$250.00/hr	\$250.00/hr	\$300.00/hr	
Inside Storage	X		\$55.00	\$75.00	\$75.00	\$75.00	
Outside Storage	X		\$50.00	\$70.00	\$70.00	\$70.00	
Contract Labor (non skilled)	X		\$40.00/hr	\$40.00/hr	\$40.00/hr	\$40.00/hr	
Special Equipment:							
Landoll	X						\$250/day;
Forklift	X						\$275/night
4x4 recovery	X						\$250/hr
After hours gate release	X						\$300/hr; 2-hr min
Response time - ALL HOURS		X	20 min	20 min	30-45 min	30-45 min	\$100.00
Storage or any other fee charged to vehicle owner and/or his agent.	X						
Submit a mark-up rate (% of cost to tow operator) for retail equipment and specialized labor not listed on application.	X						
5. Applicant shall submit:							
a. Five (5) copies of Proposal	X						
One (1) unbound 8.5 x 11 black and white copy (reproducible)	X						
c. One (1) electronic copy (Adobe/PDF)	X						
RTS APPLICATION FEE \$2,828	X						
Cert of Occupancy B0802489							
<p>NOTES: Requested information on security system specs. A site visit by Planning noted the tow business was a different configuration than what was approved. In addition, the structure for 'inside storage of vehicles' was never approved by Planning and Building. Need to correct prior to beginning service on RTS Program January 1, 2011. Response time exceeds MVMC Chapter 12.14. Tow operator will be conditions to comply with 20 minute response time. The indoor storage building was constructed without the benefit of City review and approval. Building and Safety will required complete building plans be submitted for approval to construct. Should a contract for service be awarded to the tow operator, said building should be constructed to City codes and approved before beginning service.</p>							



CITY of MORENO VALLEY

RFP # JLL-10/11/01
Rotational Tow Service Program

Submitted By:
Yucaipa Towing, Inc.
22101 Alessandro Boulevard,
Moreno Valley, CA 92553
(951) 247-3010

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TAB 1

Section 1.a.:

- **Company's Legal Name: Yucaipa Towing, Inc.**
- **Other DBA's Used by the Company: None.**
- **Documentation Showing that George Acosta is Authorized to Commit to Yucaipa Towing's Proposal on Behalf of the Company. *Please see next 5 pages* – Includes:**
 - **The California Secretary of State Statement of Information for Yucaipa Towing, Inc., endorsed and filed on 9/3/09, showing George Acosta as CEO; and**
 - **The original California Secretary of State Transcript of Yucaipa Towing's Endorsed and Filed Articles of Incorporation showing that George Acosta is the legal Director of Yucaipa Towing, Inc.**

State of California
Secretary of State



09-379551
ENDORSED - FILED
in the office of the Secretary of State
of the State of California

SEP 09 2009

This Space For Filing Use Only

STATEMENT OF INFORMATION

(Domestic Stock and Agricultural Cooperative Corporations)

FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.

IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME (Please do not alter if name is preprinted.)				S
C2445310 YUCAIPA TOWING, INC. TAX PLUS BOOKKEEPING INC 14035 TUSCANY COURT RIVERSIDE CA 92508				
DUE DATE: 08-31-09				
NO CHANGE STATEMENT (Not applicable if agent address of record is a P.O. Box address. See instructions.)				
<input type="checkbox"/> If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 16. <input type="checkbox"/> If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.				
COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)				
3.	STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	CITY	STATE	ZIP CODE
	14035 Tuscany CT	Riverside	CA	92508
4.	STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	CITY	STATE	ZIP CODE
	14035 Tuscany CT	Riverside	CA	92508
	MAILING ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEMS 3 AND 4			
	Tax Plus - Jackie	1150 Bronborde Ave #K	Redlands	CA 92373
NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)				
6.	CHIEF EXECUTIVE OFFICER/	ADDRESS	CITY	STATE ZIP CODE
	George Acosta	14035 Tuscany CT	Riverside	CA 92508
7.	SECRETARY/	ADDRESS	CITY	STATE ZIP CODE
	Yvonne Acosta	14035 Tuscany CT	Riverside	CA 92508
8.	CHIEF FINANCIAL OFFICER/	ADDRESS	CITY	STATE ZIP CODE
	George Acosta	14035 Tuscany CT	Riverside	CA 92508
NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)				
9.	NAME	ADDRESS	CITY	STATE ZIP CODE
	George Acosta	14035 Tuscany CT	Riverside	CA 92508
10.	NAME	ADDRESS	CITY	STATE ZIP CODE
11.	NAME	ADDRESS	CITY	STATE ZIP CODE
12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:				
AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 14 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 14 must be left blank.)				
13. NAME OF AGENT FOR SERVICE OF PROCESS				
Tax Plus Bookkeeping Inc				
14.	STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA, IF AN INDIVIDUAL	CITY	STATE	ZIP CODE
			CA	
TYPE OF BUSINESS				
DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION				
Auto Towing				
15. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT.				
8/31/09	DATE	Jackie C. Frazier	TYPED NAME OF PERSON COMPLETING FORM	Enrolled Agent
				Jackie C. Frazier
				SIGNATURE
SI-200 N/C (REV 01/2008)				APPROVED BY SECRETARY OF STATE



State of California

Secretary of State

Statement of Information Accepted for Filing

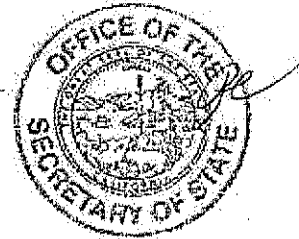
(1) C2446310 - YUCAIPA TOWING, INC. \$25.00

Proceed to Checkout

2446310



SECRETARY OF STATE



I, *BILL JONES*, Secretary of State of the State of California, hereby certify:

That the attached transcript of 2 page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

SEP - 4 2002



Bill Jones

Secretary of State

2446310

ENDORSED - FILED
IN THE OFFICE OF THE
SECRETARY OF STATE
CALIFORNIA

AUG 30 2002

JILL JONES, SECRETARY OF STATE

ARTICLES OF INCORPORATION

ONE

The name of this corporation is YUCAIPA TOWING, INC

TWO

The purpose of this corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

THREE

The name and address in the State of the Corporation's initial agent for service of process is:

GEORGE ACOSTA
92205 DUNLAP BLVD
YUCAIPA, CA 92399

FOUR

This corporation is authorized to issue only one class of shares of stock which shall be designated common stock. The total number of shares it is authorized to issue is 1,000,000 shares.

ARTICLES OF INCORPORATION-YUCAIPA TOWING, INC.

FIVE

This corporation is a close corporation. All of the corporation's issued shares of all classes shall be held of record by not more than 35 persons.

SIX

The name and address of the person who is appointed to act as the initial director of this corporation:

GEORGE ACOSTA
32205 DUNLAP BLVD
YUCAIPA, CA 92399

IN WITNESS WHEREOF, the undersigned, being all the persons named above as the initial directors, has executed these Articles of Incorporation.

8/28/02

DATED:

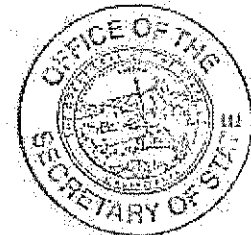
[Signature]
GEORGE ACOSTA

The undersigned, being all the persons named above as the initial directors, declare that he and I are the persons who executed the foregoing Articles of Incorporation, which execution is their act and deed.

8/28/02

DATED:

[Signature]
GEORGE ACOSTA



TAB 2

Section 1.b.:

- **Company's Organizational Structure: Corporation.**
- **Jurisdiction in Which Company is Organized: State of California.**
- **Date of Organization: August 30, 2002.**

TAB 3

Section 1.c.:

- Yucaipa Towing's Federal Tax Identification Number: 46-0498744
- Please also see next page for the Department of the Treasury IRS official TID Number letter.



Department of the Treasury
Internal Revenue Service
Ogden, UT 84201

In reply refer to: Change IDRS#
Sep 21, 2010 LTR 147C
46-0498744

YUCAIPA TOWING INC
ACOSTA GEORGE
24124 SUNNYMEAD BLVD
MORENO VALLEY CA 92553-3096 242

Taxpayer Identification Number: 46-0498744

Form(s):

Dear Taxpayer:

This letter is in response to your telephone inquiry of September 21st, 2010.

Your Employer Identification Number (EIN) is 46-0498744. Please keep this number in your permanent records. You should enter your name and your EIN, exactly as shown above, on all business federal tax forms that require its use, and on any related correspondence documents.

If you have any questions regarding this letter, please call our Customer Service Department at 1-800-829-0115 between the hours of 7:00 AM and 10:00 PM. If you prefer, you may write to us at the address shown at the top of the first page of this letter. When you write, please include a telephone number where you may be reached and the best time to call.

Sincerely,

Ms. Vital
07-90308
Customer Service Representative

TAB 4

Section 1.d.:

- **Contact Information for Person Serving as the Contact to the Police Department and City of Moreno Valley, and with Authorization To Bind the Company:**

George Acosta (CEO & Director) or Yvonne Acosta (Secretary)

Yucaipa Towing, Inc.

22101 Alessandro Blvd.

Moreno Valley, CA 92553

Work: 951-247-3010

Cell: 951-897-2145

Fax: 951-656-7244

**E-mail: george@yucaipatowinginc.com or
yvonne@yucaipatowinginc.com.**

TAB 5

Section 1.e.:

Proof that Yucaipa Towing is in Good Standing with the State of California and has all Necessary Permits to Perform Tow Services Requested – See next 7 pages, which are:

- **City of Moreno Valley Business Permit for Tow Yard – valid through 12/31/10.**
- **State of California DMV Motor Carrier Permit # 0242828 – valid through 10/31/10.**
- **State of California DMV Motor Carrier Permit # 0242828 – valid through 10/31/11.**
- **Federal Motor Carrier Safety Administration application and MCS-150 Confirmation, which allows Yucaipa Towing to operate in interstate commerce or as an intrastate operation. The US Department of Transportation number assigned to Yucaipa Towing is 2081940.**
- **California Secretary of State Business Entity Detail, updated 10/8/10, showing Yucaipa Towing, Inc.'s Status as ACTIVE.**
- **California Secretary of State Statement of Information; endorsed and filed.**

CITY OF MORENO VALLEY

BUSINESS LICENSE TAX RECEIPT

The person, firm or corporation named below has paid the appropriate fees to the City and is hereby granted this business license tax receipt for the business described below. Granting of this receipt does not entitle the holder to operate or maintain a business in violation of any law or ordinance. The City does not pass on the qualifications of the holder of this business license tax receipt.

Business Name: Yucaipa Towing, Inc (Tow Yard)
Business Location: 22101 Alessandro Blvd, Moreno Valley, CA 92553
Business Owner: Yucaipa Towing, Inc
George Acosta

BUSINESS TYPE: 997
Description: Rotational Tow

YUCAIPA TOWING, INC (TOW YARD)
C/O GEORGE ACOSTA
14035 TUSCANY CT
RIVERSIDE, CA 92508

BUSINESS LICENSE #: 12856
Effective Date: January 01, 2010
Expiration Date: December 31, 2010



Steve Elam
Financial & Administrative Services Director

TO BE POSTED IN A CONSPICUOUS PLACE


NOT TRANSFERABLE

DEPARTMENT OF MOTOR VEHICLES
 MOTOR CARRIER SERVICES BRANCH MS G875
 P.O. BOX 932370 Sacramento, CA. 94232-3700
 (916) 657-8153



10/01/2009

YUCAIPA TOWING INC
 14035 TUSCANY CT
 RIVERSIDE, CA 92508

 DEPARTMENT OF MOTOR VEHICLES A Public Service Agency		<h2>MOTOR CARRIER PERMIT</h2>	
DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA. 94232-3700		Valid From: 11/01/2009	Valid Through: 10/31/2010
YUCAIPA TOWING INC 14035 TUSCANY CT RIVERSIDE, CA 92508		CA#: 0242828	The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 34601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification: <p style="text-align: center;"> For Hire Full Year Corporation </p>
Pmt Date: 09/30/2009	Office #: 154	!!!IMPORTANT REMINDERS!!!	
Account #: 375223	Tech ID: PT	1. Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box. 2. Your insurance must remain valid through the term of your permit or a suspension action could occur. 3. Changes to your fleet are not required to be reported until your renewal. 4. Changes to your business entity may require a new CA# and application for another Motor Carrier Permit. 5. If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form. 6. For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application. 7. You may download forms from the Internet at www.dmv.ca.gov or receive further information by calling: (916) 657-8153.	
Sequence #: 0007	Amt Paid: \$710.00		


California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922

DEPARTMENT OF MOTOR VEHICLES
 MOTOR CARRIER SERVICES BRANCH MS 6875
 P.O. BOX 932370 Sacramento, CA. 94232-3700
 (916) 657-8153



09/27/2010

YUCAIPA TOWING INC
 14035 TUSCANY CT
 RIVERSIDE, CA 92508

 STATE OF CALIFORNIA DEPARTMENT OF MOTOR VEHICLES A Public Service Agency		<h2>MOTOR CARRIER PERMIT</h2>	
DEPARTMENT OF MOTOR VEHICLES Motor Carrier Services Branch P.O. BOX 932370 Sacramento, CA. 94232-3700		Valid From: 11/01/2010	Valid Through: 10/31/2011
YUCAIPA TOWING INC 14035 TUSCANY CT RIVERSIDE, CA 92508		CA#: 0242828	The carrier named on this permit, having made written application to the Department of Motor Vehicles for a permit to operate as a motor carrier of property as defined in vehicle code section 14601, and having met the requirements and paid the appropriate fees, is granted a permit of the following classification: <p style="text-align: center;"> For Hire Full Year Corporation </p>
Pmt Date: 09/23/2010	Office #: 154		
Account #: 375223	Tech ID: LW		
Sequence #: 0030	Amt Paid: \$710.00		

!!!IMPORTANT REMINDERS!!!

- Your permit will expire at midnight on the 'Valid Through' date. If you do not receive a renewal notice 30 days prior to the expiration date, please submit an original application and check the "Renewal" box.
- Your insurance must remain valid through the term of your permit or a suspension action could occur.
- Changes to your fleet are not required to be reported until your renewal.
- Changes to your business entity may require a new CA# and application for another Motor Carrier Permit.
- If you decide to no longer operate as a motor carrier of property, you must submit a 'Voluntary Withdrawal' form.
- For changes to the address, business name, officers, or authorized representative's name, please complete the 'Notice of Change' form. Changes during your renewal period may be submitted on your renewal application.
- You may download forms from the Internet at www.dmv.ca.gov or receive further information by calling: (916) 657-8153.

California Relay Telephone Service for the deaf or hearing impaired from TDD Phones: 1-800-735-2929; from Voice Phones: 1-800-735-2922



MCS-150 Confirmation

The USDOT number assigned is: 2081940

USDOT Personal Identifier (PIN) assigned is: 8K03PK3T

This application seeking federal registration to operate in interstate commerce or as an intrastate operation has been approved.

As a "New Entrant", the FMCSA will continue to evaluate the safety management practices through a safety audit and monitor the on-road performance prior to granting motor carriers permanent registration. Motor carriers must maintain minimum safety standards and continue to comply with Federal Motor Carrier Safety Regulations (FMCSRs) and applicable Hazardous Materials Regulations (HMRs) in order to continue operating in interstate commerce during and after the 18-month period. Failure to comply with these requirements may result in the revocation of the USDOT Registration operating authority.

A follow-up letter will be mailed to all interstate commerce operations within a few days, explaining FMCSA Regulatory Registration requirements.

Generate MCS-150

[FMCSA marking rule](#)

[FMCSA Biennial update requirements](#)

[FMCSA marking rule for Intrastate Hazardous Materials motor carriers and Intrastate Non Hazardous Materials Carriers](#)

In case you want to change what was just entered:

[Modify MCS-150 Data](#)

In order to view PDF files, you will need the Adobe® Acrobat® Reader™, a plug-in available from Adobe Systems, Inc. You may obtain this free plug-in at <http://www.adobe.com/products/acrobat/readstep2.html>

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October 01, 2010

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 United States Department of Transportation - Federal Motor Carrier Safety Administration

MOTOR CARRIER IDENTIFICATION REPORT
 (Application for U.S. DOT NUMBER)

U.S. Department of Transportation
 Federal Motor Carrier
 Safety Administration

REASON FOR FILING (Check Only One)

- NEW APPLICATION BIENNIAL UPDATE OR CHANGES OUT OF BUSINESS NOTIFICATION REAPPLICATION (AFTER REVOCATION OF NEW ENTRANT)

1. NAME OF MOTOR CARRIER: YUCAIPA TOWING INC
 2. TRADE OR D.B.A. (DOING BUSINESS AS) NAME: _____
 3. PRINCIPAL STREET ADDRESS/ROUTE NUMBER: 22101 ALESSANDRO BLVD
 4. CITY: MORENO VALLEY
 5. MAILING ADDRESS (P.O. BOX): 14035 TUSCANY CT
 6. MAILING CITY: RIVERSIDE
 7. STATE/PROVINCE: CALIFORNIA 8. ZIP CODE + 4: 92557
 9. COLONIA (MEXICO ONLY): _____
 10. STATE/PROVINCE: CALIFORNIA 11. ZIP CODE + 4: 92508 12. COLONIA (MEXICO ONLY): _____
 13. PRINCIPAL BUSINESS PHONE NUMBER: (951) 247-3010
 14. PRINCIPAL CONTACT CELLULAR PHONE NUMBER: _____
 15. PRINCIPAL BUSINESS FAX NUMBER: _____
 16. USDOT NO.: 20R1840
 17. MC OR MX NO.: _____
 18. DUN & BRADSTREET NO.: _____
 19. IRS/TAX ID NO.: EIN# 460498744 SSN# _____
 20. INTERNET E-MAIL ADDRESS: _____
 21. COMPANY OPERATION (Circle all that apply):
 Interstate Carrier Intrastate Hazmat Carrier Intrastate Non-Hazmat Carrier Interstate Shipper Intrastate Shipper Vehicle Registrant Only
 22. CARRIER MILEAGE (to nearest 10,000 miles for Last Calendar Year) YEAR: _____

23. OPERATION CLASSIFICATION (Circle All that Apply):
 Authorized For Hire Private Passengers (Business) U. S. Mail Local Government
 Exempt For Hire Private Passengers (Non-Business) Federal Government Indian Tribe
 Private Property Migrant State Government Other

24. CARGO CLASSIFICATIONS (Circle All that Apply):
 GENERAL FREIGHT LOGS, POLES, BEANS, LUMBER FRESH PRODUCE GRAIN, FEED, HAY COMMODITIES DRY BULK CONSTRUCTION
 HOUSEHOLD GOODS BUILDING MATERIALS LIQUIDS/GASES COAL/COKE REFRIGERATED FOOD WATER WELL
 METAL SHEETS, COILS, ROLLS MOBILE HOMES INTERMODAL CONT. MEAT BEVERAGES OTHER
 MOTOR VEHICLES MACHINERY, LARGE OBJECTS PASSENGERS GARBAGE, REFUSE, TRASH PAPER PRODUCTS
 DRIVE AWAY/TOWAWAY OIL FIELD EQUIPMENT U.S. MAIL UTILITY
 _____ LIVESTOCK CHEMICALS FARM SUPPLIES

25. HAZARDOUS MATERIALS CARRIED OR SHIPPED (Circle All that Apply) C-CARRIED S-SHIPPED B(BULK) - IN CARGO TANKS NB(NON-BULK) - IN PACKAGE

C	S	A. DIV 1.1	B NB	C	S	K. DIV 2.2A (Ammonia)	B NB	C	S	U. DIV 4.2	B NB	C	S	EE. HRCO	B NB
C	S	B. DIV 1.2	B NB	C	S	L. DIV 2.3A	B NB	C	S	V. DIV 4.3	B NB	C	S	FF. CLASS 8	B NB
C	S	C. DIV 1.3	B NB	C	S	M. DIV 2.3B	B NB	C	S	W. DIV 5.1	B NB	C	S	GG. CLASS 8A	B NB
C	S	D. DIV 1.4	B NB	C	S	N. DIV 2.3C	B NB	C	S	X. DIV 5.2	B NB	C	S	HH. CLASS 8B	B NB
C	S	E. DIV 1.5	B NB	C	S	O. DIV 2.3D	B NB	C	S	Y. DIV 6.2	B NB	C	S	II. CLASS 9	B NB
C	S	F. DIV 1.6	B NB	C	S	P. Class 3	B NB	C	S	Z. DIV 6.1A	B NB	C	S	JJ. ELEVATED TEMP MAT.	B NB
C	S	G. DIV 2.1	B NB	C	S	Q. Class 3A	B NB	C	S	AA. DIV 6.1B	B NB	C	S	KK. INFECTIOUS WASTE	B NB
C	S	H. DIV 2.1 LPG	B NB	C	S	R. Class 3B	B NB	C	S	BB. DIV 6.1 Poison	B NB	C	S	LL. MARINE POLLUTANTS	B NB
C	S	I. DIV 2.1 (Methane)	B NB	C	S	S. COM LIO	B NB	C	S	CC. DIV 6.1 SOLID	B NB	C	S	MM. HAZARDOUS SUB(RQ)	B NB
C	S	J. DIV 2.2	B NB	C	S	T. DIV 4.1	B NB	C	S	DD. CLASS 7	B NB	C	S	NN. HAZARDOUS WASTE	B NB
														OO. ORM	B NB

26. NUMBER OF VEHICLES THAT CAN BE OPERATED IN THE U.S.

	Straight Trucks	Truck Tractors	Trailers	Hazmat Cargo Tank Trucks	Hazmat Cargo Tank Trailers	Motor Coach	School Bus		Mini-bus	Van		Limousine	
							1-6	9-15		16+	1-8	9-15	1-9
OWNED	10	1	1										
TERM LEASED													
TRIP LEASED													

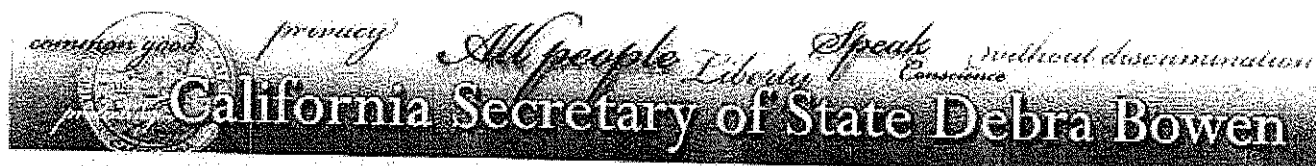
27. DRIVER INFORMATION

Within 100-Mile Radius	Beyond 100-Mile Radius	INTERSTATE	INTRASTATE	TOTAL DRIVERS		TOTAL CDL DRIVERS	
				6	9	15	6

28. IS YOUR U.S. DOT NUMBER REGISTRATION CURRENTLY REVOKED BY THE FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION?
 If Yes, enter your U.S. DOT Number: _____ Yes ___ No

29. PLEASE ENTER NAME(S) OF SOLE PROPRIETOR(S), OFFICERS OR PARTNERS AND TITLES (e.g. PRESIDENT, TREASURER, GENERAL PARTNER, LIMITED PARTNER)
 GEORGE ACOSTA, DIRECTOR (Please print Name) _____ (Please print Name)

30. CERTIFICATION STATEMENT (to be completed by an authorized official)
 I, GEORGE ACOSTA (Please print Name) certify that I am familiar with the Federal Motor Carrier Safety Regulations and/or Federal Hazardous Materials Regulations and, under penalties of perjury, I declare that the information entered on this report is to the best of my knowledge and belief, true, correct and complete.
 Signature: GEORGE ACOSTA Date: 10/01/2010 Title: DIRECTOR



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Customer Alert

(misleading business solicitations)

Business Entity Detail

Data is updated weekly and is current as of Friday, October 08, 2010. It is not a complete or certified record of the entity.

Entity Name:	YUCAIPA TOWING, INC.
Entity Number:	C2446310
Date Filed:	08/30/2002
Status:	ACTIVE
Jurisdiction:	CALIFORNIA
Entity Address:	1150 BROOKSIDE AVE #K
Entity City, State, Zip:	REDLANDS CA 92373
Agent for Service of Process:	TAX PLUS BOOKKEEPING, INC.
Agent Address:	1150 BROOKSIDE AVENUE SUITE K
Agent City, State, Zip:	REDLANDS CA 92373

* Indicates the information is not contained in the California Secretary of State's database.

- If the status of the corporation is "Surrender," the agent for service of process is automatically revoked. Please refer to California Corporations Code section 2114 for information relating to service upon corporations that have surrendered.
- For information on checking or reserving a name, refer to [Name Availability](#).
- For information on ordering certificates, copies of documents and/or status reports or to request a more extensive search, refer to [Information Requests](#).
- For help with searching an entity name, refer to [Search Tips](#).
- For descriptions of the various fields and status types, refer to [Field Descriptions and Status Definitions](#).

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State of California
Secretary of State



09-379551
ENDORSED - FILED
In the office of the Secretary of State
of the State of California

SEP 09 2009

This Space For Filing Use Only

STATEMENT OF INFORMATION
(Domestic Stock and Agricultural Cooperative Corporations)
FEES (Filing and Disclosure): \$25.00. If amendment, see instructions.
IMPORTANT — READ INSTRUCTIONS BEFORE COMPLETING THIS FORM

1. CORPORATE NAME (Please do not alter if name is preprinted.)		S	
C2446310 YUCAIPA TOWING, INC. TAX PLUS BOOKKEEPING INC. 14035 TUSCANY COURT RIVERSIDE CA 92508			
DUE DATE: 08-31-09			
NO CHANGE STATEMENT (Not applicable if agent address of record is a P.O. Box address. See instructions.)			
2. <input type="checkbox"/> If there has been no change in any of the information contained in the last Statement of Information filed with the California Secretary of State, check the box and proceed to Item 16. <input type="checkbox"/> If there have been any changes to the information contained in the last Statement of Information filed with the California Secretary of State, or no statement has been previously filed, this form must be completed in its entirety.			
COMPLETE ADDRESSES FOR THE FOLLOWING (Do not abbreviate the name of the city. Items 3 and 4 cannot be P.O. Boxes.)			
3. STREET ADDRESS OF PRINCIPAL EXECUTIVE OFFICE	14035 Tuscany CT	Riverside	CA 92508
4. STREET ADDRESS OF PRINCIPAL BUSINESS OFFICE IN CALIFORNIA, IF ANY	14035 Tuscany CT	Riverside	CA 92508
ALIAS ADDRESS OF CORPORATION, IF DIFFERENT THAN ITEM 4	Tax Plus - Jackie	1150 Brookside Ave #K	Bedland CA 92373
NAMES AND COMPLETE ADDRESSES OF THE FOLLOWING OFFICERS (The corporation must have these three officers. A comparable title for the specific officer may be added; however, the preprinted titles on this form must not be altered.)			
5. CHIEF EXECUTIVE OFFICER/	George Acosta	14035 Tuscany CT	Riverside CA 92508
7. SECRETARY/	Yvonne Acosta	14035 Tuscany CT	Riverside CA 92508
8. CHIEF FINANCIAL OFFICER/	George Acosta	14035 Tuscany CT	Riverside CA 92508
NAMES AND COMPLETE ADDRESSES OF ALL DIRECTORS, INCLUDING DIRECTORS WHO ARE ALSO OFFICERS (The corporation must have at least one director. Attach additional pages, if necessary.)			
9. NAME	George Acosta	14035 Tuscany CT	Riverside CA 92508
10. NAME			
11. NAME			
12. NUMBER OF VACANCIES ON THE BOARD OF DIRECTORS, IF ANY:			
AGENT FOR SERVICE OF PROCESS (If the agent is an individual, the agent must reside in California and Item 14 must be completed with a California street address (a P.O. Box address is not acceptable). If the agent is another corporation, the agent must have on file with the California Secretary of State a certificate pursuant to Corporations Code section 1505 and Item 14 must be left blank.)			
13. NAME OF AGENT FOR SERVICE OF PROCESS Tax Plus Bookkeeping Inc			
14. STREET ADDRESS OF AGENT FOR SERVICE OF PROCESS IN CALIFORNIA IF AN INDIVIDUAL			STATE ZIP CODE CA
TYPE OF BUSINESS DESCRIBE THE TYPE OF BUSINESS OF THE CORPORATION Auto Towing			
16. BY SUBMITTING THIS STATEMENT OF INFORMATION TO THE CALIFORNIA SECRETARY OF STATE, THE CORPORATION CERTIFIES THE INFORMATION CONTAINED HEREIN, INCLUDING ANY ATTACHMENTS, IS TRUE AND CORRECT.			
DATE	8/31/09	Jackie C. Frazier	Enrolled Agent Jackie C. Frazier
			SIGNATURE



State of California

Secretary of State

Statement of Information Accepted for Filing

(1) C2446310 - YUCAIPA TOWING, INC. \$25.00

Proceed to Checkout

Section 1.f.:

- Statement that Yucaipa Towing Accepts all Conditions and Requirements in this RFP, Chapter 12.14 of the MVMC, and Sample Agreement – See Below:

Agreement to Accept all Conditions and Requirements
set forth in the Documents Described Below

1. Yucaipa Towing, Inc., and its' CEO, sole Director and sole shareholder, Mr. George Acosta, and Yvonne Acosta, its' Secretary, have read, comprehend, and hereby accept all of the Conditions and Requirements set forth in RFP # JLL-10/11-01 (Moreno Valley Rotational Tow Service Program).
2. Yucaipa Towing, Inc., and its' CEO, sole Director and sole shareholder, Mr. George Acosta, and Yvonne Acosta, its' Secretary, have read, comprehend, and hereby accept all of the Conditions and Requirements set forth in Chapter 12.14 of the Moreno Valley Municipal Code).
3. Yucaipa Towing, Inc., and its' CEO, sole Director and sole shareholder, Mr. George Acosta, and Yvonne Acosta, its' Secretary, have read, comprehend, and hereby accept all of the Conditions and Requirements set forth in the Sample Independent Contractor Agreement, which is Amendment 2 to RFP # JLL-10/11-01 (Moreno Valley Rotational Tow Service Program).

In Witness whereof, the undersigned, being all the persons authorized to bind Yucaipa Towing, Inc., have executed this Agreement:

Yucaipa Towing, Inc.


George Acosta, CEO and Director

Dated: 10-09-2010


Yvonne Acosta, Secretary

Dated: 10/9/10

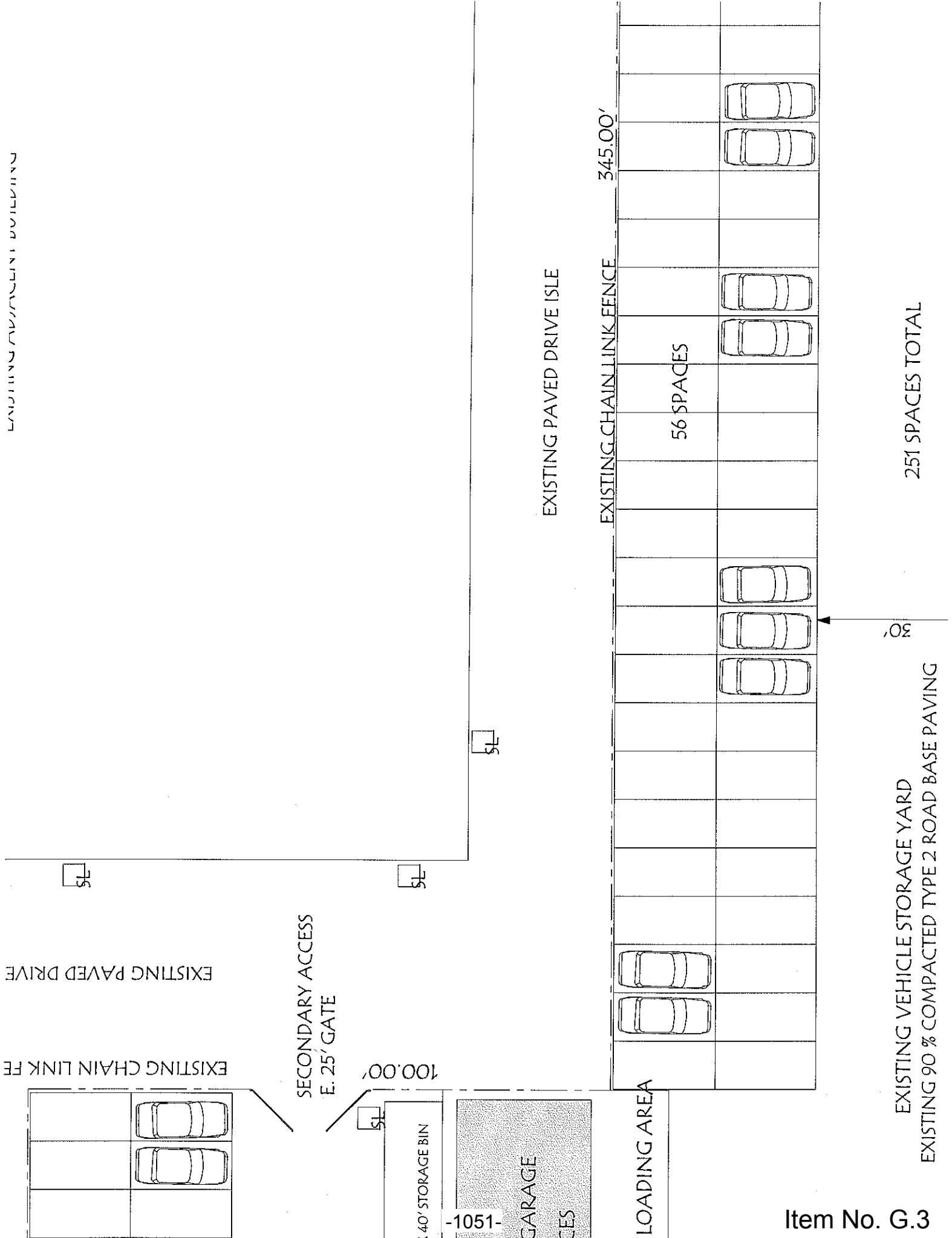
TAB 7

Section 2.a.: Facilities

- **Address of Business Administrative Offices and Vehicle Storage Facility:**

Yucaipa Towing, Inc.
22101 Alessandro Blvd.
Moreno Valley, CA 92553

- **Fully Dimensioned Site Plan in Compliance with Sections 2.a.I. through 2.a.VIII of the RFP – *Please see next page* – Site Plan is inside plastic sleeve.**



THIS SHEET LEFT BLANK

TAB 8

Section 2.b.:

- **Grant Deed Identifying Ownership of Property to be Used for Towing Business – The Grant Deed which follows was recorded on 10/20/06, and includes a notary declaration and a legal description of the property being used for the tow yard.**

- **Since Yucaipa Towing does not own the property, we have also included:**
 - **The Original Lease/License Agreement between the property owners (SFIP) and Yucaipa Towing, dated July 2, 2004; and**

 - **The 4th Amendment to the License Agreement, dated September 1, 2010, which extends the term of the lease/license until August 31, 2015.**



September 7, 2010

To Whom It May Concern:

Any questions regarding the lease or property located at 22101 Alessandro Blvd., Moreno Valley, CA 92553, should be directed to me at the below address and telephone number.

A handwritten signature in cursive script that reads "Jim Brockman". The signature is written in black ink and is positioned above a horizontal line.

Jim Brockman
Property Manager
Cell# 760-641-2031

Telephone: (760) 347-5600

KOMAR DESERT CENTER
79-235 Hwy. 111, Suite 108, La Quinta, CA 92253
Email: jbr@kmsproperties.com

Fax: (760) 347-5601



Recording requested by:

Vache Hanessian
23 Corporate Plaza, Suite 247
Newport Beach, CA 92660

and when recorded, please return this deed
and tax statements to:

Moreno SFIP Buildings, LLC
23 Corporate Plaza, Suite 247
Newport Beach, CA 92660 TR 14 021-007

S	R	U	PAGE	SIZE	DA	MISC	LONG	RPD	COPY
			4						
M	A	L	465	425	PCOR	NGOR	SMF	NCHG	EXAM

For recorder's use only

ADD/TIA: SEE ATTACHED

Grant Deed

16

T
037

- This transfer is exempt from the documentary transfer tax.
- The documentary transfer tax is \$ NONE and is computed on:
 - the full value of the interest in the property conveyed
 - the full value less the value of liens of encumbrances remaining at the time of sale

The property is located in an:

- unincorporated area.
- the City of Moreno Valley, County of Riverside, California

For a valuable consideration, receipt of which is hereby acknowledged, Shirvanian Family Investment Partnership, a California limited partnership, hereby grant(s) to Moreno SFIP Buildings, LLC, a California limited liability company the following real property in the City of Moreno Valley, County of Riverside, State of California:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE INCORPORATED HEREIN.

Dated this 16th day of October, 2006

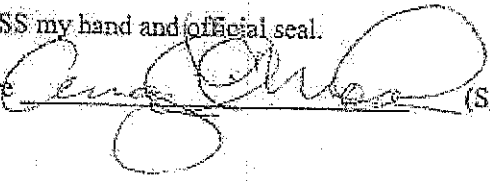
Shirvanian Family Investment Partnership, a California limited partnership
By: SFIP Investment Management Company, Inc., a California corporation
Its: General Partner

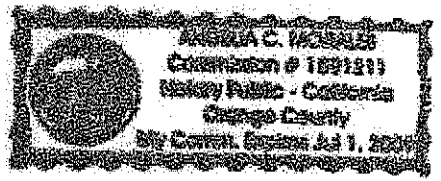
By: Vache Hanessian
Vache Hanessian, Vice President

State of California)
County of Orange) ss

On October 14, 2008 before me, Angela C. Wozniak, a Notary Public personally appeared Vache Hanessian, personally known to me (or 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.

WITNESS my hand and official seal.

Signature  (Seal)



ILLEGIBLE NOTARY SEAL DECLARATION

Government Code Section 27361.7

I certify under penalty of perjury that the notary seal on the document to which this statement attached reads as follows:

Name of Notary: Angelia C. Morales

Date Commission Expires: July 1, 2009

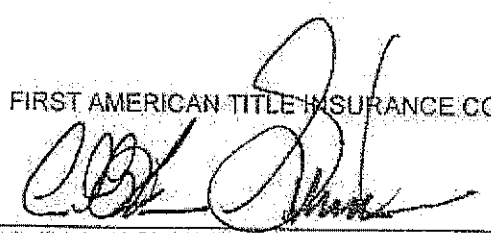
Notary Identification No:
(for Notaries commissioned at 1/1/92) #1591211

Manufacturer/Vendor Identification No:
(for Notaries commissioned at 1/1/92) _____

Place of Execution of this Declaration: FIRST AMERICAN TITLE

Date: October 20, 2006

FIRST AMERICAN TITLE INSURANCE COMPANY



Authorized Signatory

Maps: 297-130-035-2
297-130-038-5

Exhibit "A"

TRA: 021-007

Legal Description

Real property in the City of Moreno Valley, County of Riverside, State of California, described as follows:

PARCEL 1:

THAT PORTION OF LOT 2 OF BLOCK 13 OF ALESSANDRO TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE(S) 13, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 2 ALONG THE SOUTH LINE OF THE NORTHERLY RECTANGULAR 60.00 FEET CONVEYED TO THE COUNTY OF RIVERSIDE, PER INSTRUMENT NO. 65693, RECORDED JUNE 18, 1971. SAID POINT ALSO SHOWN AS THE NORTHEAST CORNER OF SAID LOT AND DESCRIBED WITH A "FOUND 1" I.P. AND PLASTIC PLUG RCE 13116..." ON RECORD(S) OF SURVEY RECORDED IN BOOK 84 PAGE 1, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 88°42'32" WEST ALONG THE NORTH LINE OF SAID LOT AS SHOWN ON SAID RECORD(S) OF SURVEY A DISTANCE OF 555.56 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING ALONG SAID NORTH LINE SOUTH 88°42'32" WEST A DISTANCE OF 769.44 FEET TO A POINT ON THE CENTERLINE OF DAY STREET AS SHOWN ON SAID RECORD(S) OF SURVEY; SAID POINT BEING ON THE WEST LINE OF SAID LOT 2; THENCE SOUTH 0°11'45" WEST ALONG SAID CENTERLINE OF DAY STREET, A DISTANCE OF 619.70 FEET; THENCE NORTH 88°43'24" EAST A DISTANCE OF 650.05 FEET; THENCE NORTH 0°26'24" EAST A DISTANCE OF 650.05 FEET; THENCE NORTH 0°26'21" WEST A DISTANCE OF 455.44 FEET; THENCE NORTH 47°36'28" EAST A DISTANCE OF 170.77 FEET; THENCE NORTH 01°17'29" WEST A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

SAID DESCRIPTION IS ALSO KNOWN AS PARCEL 2 OF PARCEL MAP WAIVER/CERTIFICATE OF COMPLIANCE NO. 2114, RECORDED JUNE 23, 1995 AS INSTRUMENT NO. 204095 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

PARCEL 2:

AN UNDIVIDED 1/3RD INTEREST IN AND TO THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF LOT 2 OF BLOCK 13 OF ALESSANDRO TRACT, AS SHOWN BY MAP ON FILE IN BOOK 6 PAGE(S) 13, OF MAPS, RECORDS OF SAN BERNARDINO COUNTY, CALIFORNIA, DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SAID LOT 2 ALONG THE SOUTH LINE OF THE NORTHERLY RECTANGULAR 60.00 FEET CONVEYED TO THE COUNTY OF RIVERSIDE, PER INSTRUMENT NO. 65693, RECORDED JUNE 18, 1971. SAID POINT ALSO SHOWN AS THE NORTHEAST CORNER OF SAID LOT AND DESCRIBED WITH A "FOUND 1" I.P. AND PLASTIC PLUG RCE 13116..." ON RECORD(S) OF SURVEY RECORDED IN BOOK 84 PAGE 1, RECORDS OF RIVERSIDE COUNTY, CALIFORNIA; THENCE SOUTH 88°42'32" WEST ALONG THE NORTH LINE OF SAID LOT AS SHOWN ON SAID RECORD(S) OF SURVEY A DISTANCE OF 495.56 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTH 01°17'19" EAST A DISTANCE OF 80.00 FEET; THENCE SOUTH 56°38'33" WEST A DISTANCE OF 161.29 FEET; THENCE NORTH 89°47'15" WEST A DISTANCE OF 52.02 FEET; THENCE NORTH 47°36'28" EAST A DISTANCE OF 170.77 FEET; THENCE NORTH 01°17'29" WEST A DISTANCE OF 52.00 FEET TO A POINT ON SAID NORTH LINE; THENCE NORTH 88°42'32" EAST ALONG SAID NORTH LINE A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING AND THE END OF THIS DESCRIPTION.

SAID DESCRIPTION IS ALSO KNOWN AS PARCEL A OF PARCEL MAP WAIVER/CERTIFICATE OF COMPLIANCE NO. 2114, RECORDED JUNE 23, 1995 AS INSTRUMENT NO. 204095 OF OFFICIAL RECORDS OF RIVERSIDE COUNTY, CALIFORNIA.

2

LICENSE AGREEMENT

This License Agreement is effective as of the first day of ~~May~~^{Aug}, 2004 by and between Shirvanian Family Investment Partnership, LP, a California Limited Partnership ("SFIP") with its principal place of business located at 23 Corporate Plaza, Suite 247, Newport Beach, California 92660 and Yucaipa Towing, Inc., a California corporation located at 24124 Sunnymead Blvd., Moreno Valley, California 92553 ("Licensee").

Licensee requires real property within Moreno Valley, California to park and store vehicles; and

SFIP owns a certain parcel of land located at 22101 Alessandro Blvd., Moreno Valley, California 92553 (the "Parcel") which is in close proximity to the place of business of Licensee; and

Licensee seeks a License to use approximately 43,580 square feet of the Parcel as depicted in the diagram attached hereto as Exhibit "A" and by this reference incorporated herein and SFIP is willing to grant a License to Licensee for its use on the following terms and conditions.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. SFIP hereby grants Licensee a License allowing Licensee the right to use that portion of the Parcel described in Exhibit "A" for the temporary storage of impounded vehicles for law enforcement. This License allows for the storage of the vehicles and movement of personnel and vehicles on and over the Parcel by Licensee's employees and law enforcement personnel.
2. The License shall be on a month to month basis and shall continue until either the Licensee or SFIP gives the other party thirty (30) day prior written notice of their intention to terminate this License. The written notice shall be delivered to the other party at the address set forth above. Thereafter, the license shall terminate thirty (30) days after delivery of the notice.
3. Licensee shall pay to SFIP, as and for a monthly rental, the sum of ~~_____~~ on the first day of each month during the term of this License.
4. Licensee, at its sole expense, shall place a fence around that portion of the premises dedicated to its use pursuant to this License depicted in Exhibit "A". Construction of the fence shall be completed on or before ~~May~~^{Aug} 1, 2004. At the

termination of this License, Licensee shall, at its sole expense, remove said fence from the Parcel. Licensee shall take reasonable care when installing and removing said fence to minimize damage to the Parcel.

5. Licensee agrees to indemnify and hold SFIP, STS and its affiliates and related entities harmless from and against all claims, damages, losses and expenses, including reasonable attorneys' fees, arising out of Licensee's use of the Parcel, which is caused in whole or in part by Licensee's negligent act or omission or that of an agent for whose acts Licensee is deemed liable.

6. Licensee shall maintain with respect to the real property and its operations conducted pursuant to this license comprehensive public liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate coverage with a responsible insurance carrier qualified to do business in California and in good standing therein naming SFIP and STS as additional insureds as well as Licensee against injuries to persons or damage to property as provided.


Licensee shall deliver to SFIP certificates evidencing such insurance at or prior to May 1, 2004. All such insurance certificates shall provide that such policies shall not be cancelled without at least ten (10) days prior written notice to SFIP.

7. Upon termination of this License, Licensee shall restore the Parcel to the condition it was in prior to the commencement of this License. Licensee agrees to provide reasonable restitution for any permanent damage to the Parcel which is caused by Licensee's exercise of this License.


8. In any litigation, arbitration, or other proceeding by which one party seeks to enforce its rights under this License, the prevailing party shall be awarded reasonable attorneys' fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

IN WITNESS WHEREOF, the parties have executed this License Agreement on the 02 day of July, 2004.

"Licensee"
Yucaipa Towing, Inc.

By: 
George Acosta, President

"SFIP"
Shirvanian Family Investment Partnership

By: 
Vache Hanesian, Authorized Agent

FOURTH AMENDMENT TO LICENSE AGREEMENT

THIS FOURTH AMENDMENT TO LICENSE AGREEMENT (this "Amendment") is made this 1st day of September, 2010 (the "Effective Date"), by and between MORENO SFIP BUILDINGS, LLC, a California limited liability corporation, ("Moreno Buildings") and Yucaipa Towing, Inc. ("Licensee").

RECITALS

WHEREAS, Landlord and Tenant executed that certain License dated May 1, 2004 (the "License") and three amendments thereto, with respect to certain Premises located at 22101 Alessandro Blvd., Moreno Valley, California; all as more particularly described in the License; and

WHEREAS, Moreno Buildings as Landlord and Licensee as Tenant desire to modify certain terms and conditions of the License and the amendments thereto.

NOW, THEREFORE, in consideration of the foregoing, the other covenants and provisions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged and confessed, Landlord and Tenant hereby agree as follows:

1. The term of the License shall be extended. The License shall now expire on August 31, 2015.
2. All other terms and conditions set forth in the License and the amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Fourth Amendment to the License Agreement on the 1st day of September, 2010.

LICENSEE:

Yucaipa Towing, Inc.
George Acosta, President

By: 

LANDLORD:

MORENO SFIP BUILDINGS, LLC, a California limited liability company
By: SFIP Investment Management Company, Inc., a California Corporation

Its: Manager

By: 

Name: Vache Hanessian
Title: Vice President

TAB 9

Section 2.c.:

- List of Secondary Facilities – Yucaipa Towing will not be utilizing any Secondary Facilities to meet the requirements of the Rotational Tow Service Program, so this Section is not applicable.

TAB 10

Section 2.d.: Equipment.

- Detailed Inventory (and Photograph) of each Vehicle and Related Equipment Yucaipa Towing will utilize in RTS Program (make, model, year & class):
 - The 1st page following this Tab 10 summary is a brief overview of each of the 10 vehicles/towing equipment that Yucaipa Towing will operate out of the Moreno Valley tow yard.
 - The 2nd page is a Vehicle Details Log that includes the following information for each vehicle:
 - Color photograph of the vehicle/equipment;
 - Year;
 - Make;
 - Model;
 - Body Style;
 - Class;
 - VIN No.;
 - License No.; and
 - GVWR.
 - The 3rd page is the current DMV registration for each vehicle.
 - The 4th page is the current California Insurance ID card from State National Ins. Co. for each vehicle.
 - The 5th page is the CHP Form 407F - Safetynet Driver/Vehicle inspection Report for each vehicle.
 - The 6th page is the CHP Form 234B - Tow Truck Inspection Guide for each vehicle.

All of the information outlined above (from the 2nd page to the 6th page) is repeated for each of the 10 vehicles/pieces of equipment. A total of 51 pages follow this tab.

Yucipa TOWING

YT-10 2010 PETERBUILT 330 16 TON WRECKER

YT-20 2006 FORD F550 WHEEL LIFT

YT-25 2006 KENWORTH T600 WRECKER COMBO

YT-28 2009 PETERBUILT 330 FLATBED

YT-30/YT-31 2008/2006 PETERBUILT 379 LANDOLL CARRIER

YT-45 2010 PETERBUILT 330 FLATBED

YT-50 2010 PETERBUILT 330 FLATBED

YT-51 2010 PETERBUILT 330 FLATBED

YT-53 2010 FORD F550 WHEEL LIFT

YT-54 2010 FORD F550 WHEEL LIFT

Yucaipa Towing Inc.

Vehicle Details Log

YT-10

Year	2010
Make	Peterbuilt
Model	330
Body Style	16 Ton Century Wrecker
Class	B,C
Vehicle ID No. (VIN)	2NP2HN7XXAM110245
License No.	8W01695
GVWR	33,500



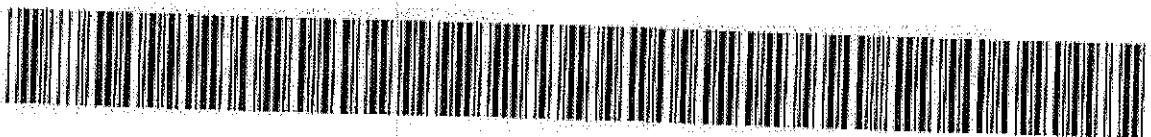
YT-10

THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****



REGISTRATION CARD VALID FROM: 03/26/2010 TO: 03/31/2011

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
PTRB	2010	2010	MA	31Y	31	8W01695
BODY TYPE MODEL	MP	MO	AX	WC	UNLADEN/G/CGW	VEHICLE ID NUMBER
TRK	D	RR	2	E	35000	2NP2HN7XXAM110245
TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC		STICKER ISSUED
COMMERCIAL	04/20/10	33	04/20/10	4		20216141

REGISTERED OWNER
 TCF EQP FIN INC LSR
 YUCAIPA TOWING INC LSE
 22101 ALLESSANDRO AVE
 MORENO VALLEY
 CA 92553

AMOUNT DUE	AMOUNT PAID
\$ 1962.00	\$ 1962.00
AMOUNT RECVD	
CASH :	
CHCK :	
CRDT : 2700.00	
HO REFUND : 738.00	

ENHOLDER
 TCF EQP FIN INC
 11100 WAYZATA BLVD STE 801
 MINNETONKA
 MN 55305

C01 691 C4 0196200 0169 CS C01 042010 31 8W01695 245

Item No. G.3

CALIFORNIA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

12831

COMPANY NAME AND ADDRESS

State National Insurance Co.

POLICY NUMBER

TIP 002998

EFFECTIVE DATE EXPIRATION DATE

4/6/2010 4/6/2011

THIS POLICY MEETS THE REQUIREMENTS OF § 16956 OF THE CALIFORNIA VEHICLE CODE

YEAR

MAKE/MODEL

VEHICLE IDENTIFICATION NUMBER

2010 Peterbilt

2NP2HN7XXAM110245

AGENCY/COMPANY ISSUING CARD

Sea Crest Insurance Agency, Inc.
25255 Cabot Rd #206
Laguna Hills, CA 92653

INSURED

Tucaipa Towing, Inc.
14035 Tuscany Court
Riverside, CA 92508
951-247-3010

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

State National Insurance Company
PO Box 830
Liberty Corner, NJ
Phone (800) 295-0186

ACORD 104 (01/07)

ACORD CORPORATION 1044

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304W001118
Inspection Date: 04/13/2010
Start Time: 08:26 AM End Time: 08:27 AM
Inspection Level: V - Terminal
HM Inspection Type: None

YUCAIPA TOWING INC
24124 SUNNYMEAD BLVD
MORENO VALLEY, CA 92553

USDOT#: Phone#: _____
MC/MX#: Fax#: _____
State#: 242828

Location: RIVERSIDE
Highway: LINCOLN AVE
County: RIVERSIDE, CA

MilePost: _____
Origin: _____
Destination: _____

Driver: _____ State: _____
License#: _____
Date of Birth: _____
CoDriver: _____ State: _____
License#: _____
Date of Birth: _____
Shipper: _____
Bill of Lading: _____
Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	PTRB	2010	CA		YT-10	2NP2HN7XXAM110245	31,300		12667142	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

Placard: No Cargo Tank:

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
H. LESTER

Badge #:
12415

Copy Received By: _____

Page 1 of 1

X

X

Item No. G.3

-1068-



CA304W001118

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 7-09) OPI 062

AREA NUMBER	COMPANY			CA NUMBER	DOT NUMBER	LEGEND	
	YUCAIPA TOWING INC.			CA0242828	2081940	P = Pass	F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN			
2010	PETERBUIT	330	8W01695	2NP2HN7XXAM110245			
GWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)						
33,500	<input checked="" type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER						

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		P	F	
		Current Registration			Parking Brake
		Headlights			Windshield
		Beam Indicator			Windshield Wipers
		Tail Lamps			Mirrors
		License Plate Lamp			Horn
		Stop Lamps			Exhaust System
		Rear Lamps W/Cord			Fuel Cap
		Backup Lamps (1969+)			Tire Tread
		Reflectors, Rear			Fenders/Mud Guards
		Reflectors, Front and Side (1968+)			Broom
		Turn Signals			Shovel
		Clearance Lamps (>80" Wide)			Fire Extinguisher 4B, C Rating
		Amber Warning Lights			Safety Chains
		Warning Devices (Reflectors)			Signs
		Service Brakes			

SERVICE AND OTHER EQUIPMENT

Flashlight	Hydraulic Jack
Wrecking Bar (Large Pry Bar)	Metric and Standard Lug Wrenches
Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" HL	Rubber Mallet / Hub Cap Tool
Trash Cans W/Absorbent	Lockout Tools (Classes A and B)
Shop Rags/Paper Towels	Motorcycle Straps (Class A)
Shop to Truck Communications (Cell phones / 2-way radio)	Sledge Hammer
Fuel in Approved Containers (Classes A and B)	Tool Kit
Booster Battery or Hot Box	ANSI Class III Safety Attire

TOWING EQUIPMENT

Rating Plates	Wrecker Controls
Controls Labeled	Throttle Control
Wrecker Boom Assembly	Hydraulic Rams, Hoses, Valves
Wheel Lift Assembly	Cable Sheaves
Body and Towing Equipment Mounting Bolts	Recovery Chain
Winch: _____ Type: _____	

WHEEL LIFT

Pivot Pin	Cradle/Straps
Wheel Tie Down Straps	Grid/Fork
"L" Arms	Claw

CONVENTIONAL

Tow Sling Assembly (Check for bent inner tubes)	Sling Pads
---	------------

CAR CARRIER

Carrier Sub Frame	Bed Safety Lock
Bed Pivot Pin	Slide Pads

VEHICLE SAFETY

Steering	Suspension
Frame	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE
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Destroy Previous Editions

Chp234B_0709.pdf

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F	P	F
	Minimum 14,000 Pound GVWR Chassis		Tow Sling "Minimum" 3,000 Pounds (if equipped)
	4-Ton Recovery Equipment Rating		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
	One 4-Ton Snatch Block		Safety Chains 5/16" Alloy or OEM Specifications
	Tow Dolly		Wheel Lift Rating - Extended 3,000 Pounds
	Steering Wheel Securement Device		Adequate Crossbeams, 4"X4"X60"
	Wheel Lift Safety Straps		100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

	Minimum 14,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material
	Loading Bridle with J/T Hook		

CLASS A CAR CARRIER TWO VEHICLE

	Minimum 19,501 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	Loading Bridle with J/T Hooks		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material

CLASS B

	Minimum 26,001 Pound GVWR Chassis		Truck Hitch with 7,000 Pound Rating (if equipped)
	16-Ton Recovery Equipment Rating		Adequate Crossbeams = 4"x6"x48"
	150' 7/16" 6 x 19 Wire Rope or OEM Specifications		Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
	Safety Chains 1/2" Alloy or OEM Specifications		Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
	Two 8-Ton Snatch Blocks		Wheel Lift Safety Straps w/Tie-Down Straps or Chains
	Air Brakes or Hydraulic W/Air Hookup Package		Lift/Fork Adapters w/Tie-Down Straps or Chains
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

	Minimum 33,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
	Loading Bridle with J/T Hooks		Adequate Cross Beams or Adequate Ramping Material
	Steering Wheel Securement Device		

CLASS C

	Minimum 48,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	25-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	200' 5/8" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Under Lift Securement Safety Chains or Straps
	Air Brakes W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Safety Tie-Down Chains and Binders
	Tow Sling 12,000 Pound Rating (if equipped)		Tow Bar 12,000 Pound Rating

CLASS D

	Minimum 52,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	35-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	250' 3/4" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Tow Bar 20,000 Pound Rating
	Air Brakes W/Air Hookup Package		Lift/Fork Adapters
	Air Hoses and Fittings		Aluminum Tow Angles (Minimum 2)
	Steering Wheel Securement Device		Safety Tie-Down Chains and Binders
	Axle Cover/Caps		Tow Sling with 20,000 Pound Rating (if equipped)
	Under Lift Securement Safety Chains or Straps		

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
FORMULA		
1/2 FAW	x WB	÷ BY OH
		= MLC
CLASS OF VEHICLE BASED ON THE MLC		

Yucaipa Towing Inc.

Vehicle Details Log

YT-20

Year	2006
Make	Ford
Model	F550
Body Style	Wheel Lift Wrecker
Class	A
Vehicle ID No. (VIN)	1FDAF56P36EC50814
License No.	8E16208
GVWR	19,000



4T-20

THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****



REGISTRATION CARD VALID FROM: 07/31/2010 TO: 07/31/2011

MAKE	YR MODEL	YR 1ST SOLD	VEH CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
FORD	2006	2006	SF	32Y	31	8E16208
BODY TYPE MODEL	MP	MO	AX	NC	UNLADEN/G/CGW	VEHICLE ID NUMBER
WK	D	RU	2	B	20000	1FDAF56P36EC50814
TYPE VEHICLE USE	DATE ISSUED	CC/AICD	DT FEE RECVD	PIC	STICKER ISSUED	
COMMERCIAL	07/29/10	33	07/29/10	8	Z8408849	
REGISTERED OWNER					PR EXP DATE: 07/31/2010	
YUCAIPA TOWING INC					AMOUNT PAID	\$ 799.00
14035 TUSCANY CT						

AMOUNT DUE	AMOUNT RECVD
\$ 799.00	CASH :
	CHCK : 799.00
	CRDT :

RIVERSIDE
CA 92508

LIENHOLDER:
BANC AMERICA LSG/CAPTL LLC
231 S LA SALLE ST

CHICAGO

Item No. G.3 60697

CALIFORNIA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER
12831

COMPANY NAME AND ADDRESS
State National Insurance Co

POLICY NUMBER
TIP 002998

EFFECTIVE DATE EXPIRATION DATE
4/6/2010 4/6/2011

THIS POLICY MEETS THE REQUIREMENTS OF § 16055 OF THE CALIFORNIA VEHICLE CODE

YEAR MAKE/MODEL
2006 Ford F550

VEHICLE IDENTIFICATION NUMBER
1FDAP56P36EC50814

AGENCY/COMPANY ISSUING CARD
Sea Crest Insurance Agency, Inc.
25255 Cabot Rd #206
Laguna Hills, CA 92653

INSURED
Yucaipa Towing, Inc.
14035 Tuscany Court
Riverside, CA 92508
951-247-3010

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as
soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance Company and policy number for each
vehicle involved.

State National Insurance Company
PO Box 830
Liberty Corner, NJ
Phone (800) 295-0186

ACORD 104 (2/94)

©ACORD CORPORATION 1994

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649

Report Number: CA304Y000892
Inspection Date: 04/29/2010
Start Time: 10:14 AM End Time: 10:16 AM
Inspection Level: V - Terminal
HM Inspection Type: None

YUCAIPA TOWING INC
24124 SUNNYMEAD BLVD
MORENO VALLEY, CA 92553
USDOT#: _____
MC/MX#: _____
State#: 242828

Phone#: _____
Fax#: _____

Location: San Bernardino Area
Highway: 111 OFFICE
County: SAN BERNARDINO, CA

MilePost: _____
Origin: _____
Destination: _____

Driver: _____
License#: _____ State: _____
Date of Birth: _____
CoDriver: _____
License#: _____ State: _____
Date of Birth: _____
Shipper: _____

Bill of Lading: _____
Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	FORD	2006	CA	8E16209	YT-20				12668660	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No Cargo Tank:

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
J. SANCHEZ

Badge #:
17130

Copy Received By:



Item No. G.3

X

-1074-

CA304Y000892

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 7-09) CPl 062

AREA NUMBER	COMPANY			CA NUMBER	DOT NUMBER	LEGEND	
	YUCAIPA TOWING INC.			CA0242828	2081940	P = Pass	F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN			
2006	FORD	F550	8E16208	IFDAFS6P36EC50814			
GVWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)						
19,000	<input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input checked="" type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER						

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		P	F	
		Current Registration			Parking Brake
		4000 VC			26451 VC
		Headlights			Windshield
		24400 VC			26700 VC
		Beam Indicator			Windshield Wipers
		24408 VC			26706 VC
		Tail Lamps			Mirrors
		24600 VC			26709 VC
		License Plate Lamp			Horn
		24601 VC			27000 VC
		Stop Lamps			Exhaust System
		24603 VC			27150 VC
		Rear Lamps W/Cord			Fuel Cap
		24605 VC			27155 VC
		Backup Lamps (1969+)			Tire Tread
		24606 VC			27465 VC
		Reflectors, Rear			Fenders/Mud Guards
		24607 VC			27600 VC
		Reflectors, Front and Side (1968+)			Broom
		24608 VC			27700 VC
		Turn Signals			Shovel
		24951 VC			27700 VC
		Clearance Lamps (>80" Wide)			Fire Extinguisher 4B, C Rating
		25100 VC			27700 VC
		Amber Warning Lights			Safety Chains
		25253 VC			29004 VC
		Warning Devices (Reflectors)			Signs
		25300 VC			27907 VC
		Service Brakes			26311 VC

SERVICE AND OTHER EQUIPMENT

Flashlight	Hydraulic Jack
Wrecking Bar (Large Pry Bar)	Metric and Standard Lug Wrenches
Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" HL	Rubber Mallet / Hub Cap Tool
Trash Cans W/Absorbent	Lockout Tools (Classes A and B)
Shop Rags/Paper Towels	Motorcycle Straps (Class A)
Shop to Truck Communications (Cell phones / 2-way radio)	Sledge Hammer
Fuel in Approved Containers (Classes A and B)	Tool Kit
Booster Battery or Hot Box	ANSI Class III Safety Attire

TOWING EQUIPMENT

Rating Plates	Wrecker Controls
Controls Labeled	Throttle Control
Wrecker Boom Assembly	Hydraulic Rams, Hoses, Valves
Wheel Lift Assembly	Cable Sheaves
Body and Towing Equipment Mounting Bolts	Recovery Chain
Winch: Type:	

WHEEL LIFT

Pivot Pin	Cradle/Straps
Wheel Tie Down Straps	Grid/Fork
"L" Arms	Claw

CONVENTIONAL

Tow Sling Assembly (Check for bent inner tubes)	Sling Pads
---	------------

CAR CARRIER

Carrier Sub Frame	Bed Safety Lock
Bed Pivot Pin	Slide Pads

VEHICLE SAFETY

Steering	Suspension
Frame	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE
-----------------------------------	------	--------------------------

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F	P	F
	Minimum 14,000 Pound GVWR Chassis		Tow Sling "Minimum" 3,000 Pounds (if equipped)
	4-Ton Recovery Equipment Rating		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
	One 4-Ton Snatch Block		Safety Chains 5/16" Alloy or OEM Specifications
	Tow Dolly		Wheel Lift Rating - Extended 3,000 Pounds
	Steering Wheel Securement Device		Adequate Crossbeams, 4"X4"X60"
	Wheel Lift Safety Straps		100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

	Minimum 14,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material
	Loading Bridle with J/T Hook		

CLASS A CAR CARRIER TWO VEHICLE

	Minimum 19,501 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	Loading Bridle with J/T Hooks		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material

CLASS B

	Minimum 26,001 Pound GVWR Chassis		Truck Hitch with 7,000 Pound Rating (if equipped)
	16-Ton Recovery Equipment Rating		Adequate Crossbeams = 4"x6"x48"
	150' 7/16" 6 x 19 Wire Rope or OEM Specifications		Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
	Safety Chains 1/2" Alloy or OEM Specifications		Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
	Two 8-Ton Snatch Blocks		Wheel Lift Safety Straps w/Tie-Down Straps or Chains
	Air Brakes or Hydraulic W/Air Hookup Package		Lift/Fork Adapters w/Tie-Down Straps or Chains
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

	Minimum 33,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
	Loading Bridle with J/T Hooks		Adequate Cross Beams or Adequate Ramping Material
	Steering Wheel Securement Device		

CLASS C

	Minimum 48,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	25-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	200' 5/8" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Under Lift Securement Safety Chains or Straps
	Air Brakes W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Safety Tie-Down Chains and Binders
	Tow Sling 12,000 Pound Rating (if equipped)		Tow Bar 12,000 Pound Rating

CLASS D

	Minimum 52,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	35-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	250' 3/4" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Tow Bar 20,000 Pound Rating
	Air Brakes W/Air Hookup Package		Lift/Fork Adapters
	Air Hoses and Fittings		Aluminum Tow Angles (Minimum 2)
	Steering Wheel Securement Device		Safety Tie-Down Chains and Binders
	Axle Cover/Caps		Tow Sling with 20,000 Pound Rating (if equipped)
	Under Lift Securement Safety Chains or Straps		

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
----------------------------------	----------------------------	---------------------------

FORMULA

$$\frac{1}{2} \text{ FAW} \times \text{WB} + \text{BY OH} = \text{MLC}$$

CLASS OF VEHICLE BASED ON THE MLC

Yucaipa Towing Inc.

Vehicle Details Log

YT-25

Year	2006
Make	Kenworth
Model	T600
Body Style	Century 5060 Wrecker Combo
Class	D
Vehicle ID No. (VIN)	1NKDLB9X86J112468
License No.	8C42701
GVWR	80,000



YT-25

THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****



REGISTRATION CARD VALID FROM: 06/30/2010 TO: 06/30/2011

MAKE	YR MODEL	YR 1ST SOLD	VLP CLASS	*YR	TYPE VEH	TYPE LIC	LICENSE NUMBER
KW	2006	2006	MA	2010	32Y	31	8C42701
BODY TYPE MODEL	MP	MO	AX	WE	UNLADEN/G/CCW	VEHICLE ID NUMBER	
WK	D	RU	2	E	35000	1NKDLB9X86J112468	
TYPE VEHICLE USE	DATE ISSUED		CC/ALCO	DT FEE RECVD	PIC	STICKER ISSUED	
COMMERCIAL	07/15/10		33	07/15/10	8	25023013	
REGISTERED OWNER						PR EXP DATE: 06/30/2010	

TCF EQUIPMENT FIN INC LSR
YUCAIPA TOWING INC LSE
14035 TUSCANY CT
RIVERSIDE
CA 92508

AMOUNT DUE	AMOUNT RECVD
\$ 2683.00	CASH :
	CHCK : 2683.00
	CRDT :

AMOUNT PAID :
\$ 2683.00

LIENHOLDER
TCF EQUIPMENT FIN INC
11100 WAYZATA BLVD 801

MINNETONKA

CALIFORNIA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

12831

COMPANY NAME AND ADDRESS

State National Insurance Co

POLICY NUMBER

TIP 002998

EFFECTIVE DATE EXPIRATION DATE

4/6/2010 4/6/2011

THIS POLICY MEETS THE REQUIREMENTS OF § 16006 OF THE CALIFORNIA VEHICLE CODE

YEAR MAKE/MODEL

2006 Kenworth

VEHICLE IDENTIFICATION NUMBER

1NKDLB9XB6J112468

AGENCY/COMPANY ISSUING CARD

Sea Crest Insurance Agency, Inc.

25255 Cabot Rd #206

Laguna Hills, CA 92653

INSURED

Yucaipa Towing, Inc.

14035 Tuscany Court

Riverside, CA 92508

951-247-3010

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as
soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

State National Insurance Company

PO Box 830

Liberty Corner, NJ

Phone (800) 295-0186

ACCORP00CA(12/14/07)

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DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (951) 849-5646

Report Number: CA39US005376
Inspection Date: 05/12/2010
Start Time: 11:42 AM End Time: 11:50 AM
Inspection Level: I - Full
HM Inspection Type: None

YUCAIPA TOWING INC
24124 SUNNYMEAD BLVD
MORENO VALLEY, CA 92553
USDOT#:
MC/MX#:
State#: 242828
Location: Desert Hills IF
Highway: I-10
County: RIVERSIDE, CA

Phone#:
Fax#:

MilePost:
Origin:
Destination:

Driver: ACOSTA, RAMON A
License#: [REDACTED] **State: CA**
Date of Birth: [REDACTED]
CoDriver:
License#: [REDACTED] **State:**
Date of Birth:
Shipper:
Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	KW	2006	CA	8C42701	(WHT)	1NKDLB9X86J112468	35,000		12510243	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Special Checks: Size & Weight

Placard: No Cargo Tank:

State Information:

Beat/Sub Area: 891; Veh #1 Type: 56; Regulated Vehicle: Y; Pre-Cleared Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

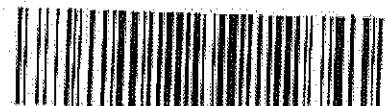
Signature Of Motor Carrier X _____

Title: _____ Date: _____

Report Prepared By:
LARKINS

Badge #:
A11414

Copy Received By:
RAMON ACOSTA



STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
 CHP 234B (Rev. 7-09) OFI 062

AREA NUMBER	COMPANY	CA NUMBER	DOT NUMBER	LEGEND
	YUCAIPA TOWING INC.	CA0242828	2081940	P = Pass F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN
2006	KENWORTH	T600	8C42701	1NKDLB9X86J112468
GWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)			
80,000	<input checked="" type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		P	F	
		Current Registration			4000 VC
		Headlights			24400 VC
		Beam Indicator			24408 VC
		Tail Lamps			24600 VC
		License Plate Lamp			24601 VC
		Stop Lamps			24603 VC
		Rear Lamps W/Cord			24605 VC
		Backup Lamps (1969+)			24606 VC
		Reflectors, Rear			24607 VC
		Reflectors, Front and Side (1968+)			24608 VC
		Turn Signals			24951 VC
		Clearance Lamps (>80" Wide)			25100 VC
		Amber Warning Lights			25253 VC
		Warning Devices (Reflectors)			25300 VC
		Service Brakes			26311 VC
		Parking Brake			26451 VC
		Windshield			26700 VC
		Windshield Wipers			26706 VC
		Mirrors			26709 VC
		Horn			27000 VC
		Exhaust System			27150 VC
		Fuel Cap			27155 VC
		Tire Tread			27465 VC
		Fenders/Mud Guards			27600 VC
		Broom			27700 VC
		Shovel			27700 VC
		Fire Extinguisher 4B, C Rating			27700 VC
		Safety Chains			29004 VC
		Signs			27907 VC

SERVICE AND OTHER EQUIPMENT

Flashlight	Hydraulic Jack
Wrecking Bar (Large Pry Bar)	Metric and Standard Lug Wrenches
Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.	Rubber Mallet / Hub Cap Tool
Trash Cans W/Absorbent	Lockout Tools (Classes A and B)
Shop Rags/Paper Towels	Motorcycle Straps (Class A)
Shop to Truck Communications (Cell phones / 2-way radio)	Sledge Hammer
Fuel in Approved Containers (Classes A and B)	Tool Kit
Booster Battery or Hot Box	ANSI Class III Safety Attire

TOWING EQUIPMENT

Rating Plates	Wrecker Controls
Controls Labeled	Throttle Control
Wrecker Boom Assembly	Hydraulic Rams, Hoses, Valves
Wheel Lift Assembly	Cable Sheaves
Body and Towing Equipment Mounting Bolts	Recovery Chain
Winch Type:	

WHEEL LIFT

Pivot Pin	Cradle/Straps
Wheel Tie Down Straps	Grid/Fork
"L" Arms	Claw

CONVENTIONAL

Tow Sling Assembly (Check for bent inner tubes)	Sling Pads
---	------------

CAR CARRIER

Carrier Sub Frame	Bed Safety Lock
Bed Pivot Pin	Slide Pads

VEHICLE SAFETY

Steering	Suspension
Frame	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE
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Destroy Previous Editions

Chp234B_0709.pdf

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F	P	F
	Minimum 14,000 Pound GVWR Chassis		Tow Sling "Minimum" 3,000 Pounds (if equipped)
	4-Ton Recovery Equipment Rating		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
	One 4-Ton Snatch Block		Safety Chains 5/16" Alloy or OEM Specifications
	Tow Dolly		Wheel Lift Rating - Extended 3,000 Pounds
	Steering Wheel Securement Device		Adequate Crossbeams, 4"X4"X60"
	Wheel Lift Safety Straps		100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

	Minimum 14,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material
	Loading Bridle with J/T Hook		

CLASS A CAR CARRIER TWO VEHICLE

	Minimum 19,501 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	Loading Bridle with J/T Hooks		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material

CLASS B

	Minimum 26,001 Pound GVWR Chassis		Truck Hitch with 7,000 Pound Rating (if equipped)
	16-Ton Recovery Equipment Rating		Adequate Crossbeams = 4"x6"x48"
	150' 7/16" 6 x 19 Wire Rope or OEM Specifications		Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
	Safety Chains 1/2" Alloy or OEM Specifications		Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
	Two 8-Ton Snatch Blocks		Wheel Lift Safety Straps w/Tie-Down Straps or Chains
	Air Brakes or Hydraulic W/Air Hookup Package		Lift/Fork Adapters w/Tie-Down Straps or Chains
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

	Minimum 33,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
	Loading Bridle with J/T Hooks		Adequate Cross Beams or Adequate Ramping Material
	Steering Wheel Securement Device		

CLASS C

	Minimum 48,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	25-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	200' 5/8" 6x19 Wire Rope or OEM Specifications		Pinfile Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Under Lift Securement Safety Chains or Straps
	Air Brakes W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Safety Tie-Down Chains and Binders
	Tow Sling 12,000 Pound Rating (if equipped)		Tow Bar 12,000 Pound Rating

CLASS D

	Minimum 52,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	35-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	250' 3/4" 6x19 Wire Rope or OEM Specifications		Pinfile Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Tow Bar 20,000 Pound Rating
	Air Brakes W/Air Hookup Package		Lift/Fork Adapters
	Air Hoses and Fittings		Aluminum Tow Angles (Minimum 2)
	Steering Wheel Securement Device		Safety Tie-Down Chains and Binders
	Axle Cover/Caps		Tow Sling with 20,000 Pound Rating (if equipped)
	Under Lift Securement Safety Chains or Straps		

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
FORMULA		
1/2 FAW:	x WB:	÷ BY OH:
CLASS OF VEHICLE BASED ON THE MLC:		= MLC:

Yucaipa Towing Inc.

Vehicle Details Log

YT-28

Year	2009
Make	Peterbilt
Model	330
Body Style	21 Ft. 2 Car Carrier Flatbed
Class	A
Vehicle ID No. (VIN)	2NPNHM6X99M770474
License No.	8U84340
GVWR	26,000



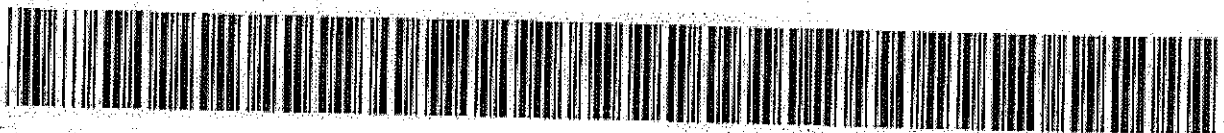
YT-28

THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****



REGISTRATION CARD VALID FROM: 03/31/2010 TO: 03/31/2011

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
PTRB	2009	2009	YH	32W	31	8U84340
BODY TYPE MODEL	MP	MO	AX	WC	UNLADEN/G/CGW	VEHICLE ID NUMBER
AC	D	RR	2	C	26000	2NPNHM6X99M770474
TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PTC	STICKER ISSUED	
COMMERCIAL	04/12/10	33	04/12/10	8	Z0960588	
REGISTERED OWNER					PR EXP DATE: 03/31/2010	AMOUNT PAID
YUCAIPA TOWING INC						\$ 1404.00
14035 TUSCANY CT						

AMOUNT DUE	AMOUNT RECVD
\$ 1404.00	CASH :
	CHCK : 1404.00
	CRDT :

RIVERSIDE
CA 92508

LIENHOLDER
SOVEREIGN BK
3 HUNTINGTON QUAD 101N

MELVILLE
NY 11747

Item No. G.3

H00 656 07 0-1084- 0093 CS H00 041210 31 8U84340 474

CALIFORNIA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER
12831

COMPANY NAME AND ADDRESS
State National Insurance Co

POLICY NUMBER
TIP 002998

EFFECTIVE DATE EXPIRATION DATE
4/6/2010 4/6/2011

THIS POLICY MEETS THE REQUIREMENTS OF § 16056 OF THE CALIFORNIA VEHICLE CODE

YEAR MAKE/MODEL
2009 Peterbilt 330

VEHICLE IDENTIFICATION NUMBER
2NPNHM6X99M770474

AGENCY/COMPANY ISSUING CARD
Sea Crest Insurance Agency, Inc.
25255 Cabot Rd #206
Laguna Hills, CA 92653

INSURED
Yucaipa Towing, Inc.
14935 Tuscany Court
Riverside, CA 92508
951-247-3010

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as
soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of insurance Company and policy number for each
vehicle involved.

State National Insurance Company
PO Box 830
Liberty Corner, NJ
Phone (800) 295-0186

ACCORD #CA(12/14/11)

© ACCORD CORPORATION 2011

SAFETYNET DRIVER / VEHICLE INSPECTION REPORT



CHP 407F (Rev. 11-06) OPI 062

SPEC. PROJ. CODE
4893861

DATE: **9/21/09** TIME START: **0835** LEVEL: **I** LOC. CODE: **801** BEAT: **843** INSPECTED BY: **GENS TORREMAN** ID NUMBER: **11799** TIME END: **0875**

FIRST NAME: **Camilo** MI: **A** LAST NAME: **Contreras** DRIVER INFORMATION
DOL NO.: [REDACTED] BIRTH DATE: [REDACTED] STATE: **CA**

CHP NO.: **CA-292828** CARRIER INFORMATION
CARRIER NAME: **YUCAIPA TOWING** PUC NO.: [REDACTED] ICC NO.: **MC**
STREET ADDRESS: **14035 TUSCANY CT** CITY: **RIVERSIDE** STATE: **CA** ZIP CODE: **92508**
DOT NO.: [REDACTED] US DOT: [REDACTED]

VEH	YEAR	MAKE	TYPE	AGES	LC NO.	STATE	ECPMY. NO.	DRIVER QUALIFICATIONS			
								COMPLIANCE	NO	O/S	DIS
1	09	PORSCHE	SS	2	7084340	CA	45-28	Driver's License			
2								Medical Cert.			
3								Driver's Log			
4								Driver's Hours			

VEHICLE INSPECTION				DISPOSITION CODES												BRAKE ADJUST.		HAZARDOUS MATERIALS INSPECTION								
COMPLIANCE				VEHICLE 1			VEHICLE 2			VEHICLE 3			VEHICLE 4			Front		COMPLIANCE								
				NO	O/S	DIS	NO	O/S	DIS	NO	O/S	DIS	NO	O/S	DIS	Left	Right									
Steering Components																			Ship Paper / Manifest							
Exhaust																			HM License							
Low Air Warning Device																			Placards							
Air Loss, Unreported																			Packaging							
Brake Adjustment																			Labels							
Brake Drums / Shoes																			Loading / Securement							
Fuel System																			Safety Equipment							
Lights, Stop / Turn																			CODES		RO?		HW?			
Wheels																			Yes		No		Yes		No	
Tires																			Yes		No		Yes		No	
Suspension																			Yes		No		Yes		No	
Maintenance / Other																			Yes		No		Yes		No	
Registration																			Yes		No		Yes		No	
CVSA STICKERS ISSUED				V-1	10534152			V-2				V-3				V-4										

NO. 215 ISSUED: **CHP 215 NO.** OFFICER ID NO.: **72416** REGULATED VEHICLE: Yes No
 NO. 281 ISSUED: **CHP 281 NO.** OWNER'S RESPONSIBILITY: Yes No RESPONSIBLE PERSON: [REDACTED]
 REVIEWED BY: [REDACTED] ID NO.: [REDACTED]

PLEASE READ THE INSTRUCTIONS ON THE REVERSE SIDE OF THE FORM.

I have acknowledged that I have reviewed and received a copy of this report.

DRIVER'S SIGNATURE: [Signature]

Item No. G.3

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304W001113
Inspection Date: 04/13/2010
Start Time: 07:53 AM End Time: 07:54 AM
Inspection Level: V - Terminal
HM Inspection Type: None

YUCAIPA TOWING INC
24124 SUNNYMEAD BLVD
MORENO VALLEY, CA 92553

USDOT#: _____ **Phone#:** _____
MC/MX#: _____ **Fax#:** _____
State#: 242828

Driver: _____ **State:** _____
License#: _____
Date of Birth: _____
CoDriver: _____
License#: _____ **State:** _____
Date of Birth: _____

Location: RIVERSIDE
Highway: LINCOLN AVE
County: RIVERSIDE, CA

MilePost: _____
Origin: _____
Destination: _____

Shipper: _____
Bill of Lading: _____
Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	DOS Sticker
1	TR	PTRB	2009	CA	BU84340	YT-28	2NPNHM6X99M770474	26,000		12667137	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No **Cargo Tank:** _____

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; **Veh #1 Type:** 55; **Regulated Vehicle:** N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____

Title: _____

Date: _____

Report Prepared By:
H. LESTER

Badge #:
12416

Copy Received By: _____



Item No. G.3

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F	P	F
	Minimum 14,000 Pound GVWR Chassis		Tow Sling "Minimum" 3,000 Pounds (if equipped)
	4-Ton Recovery Equipment Rating		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
	One 4-Ton Snatch Block		Safety Chains 5/16" Alloy or OEM Specifications
	Tow Dolly		Wheel Lift Rating - Extended 3,000 Pounds
	Steering Wheel Securement Device		Adequate Crossbeams, 4"X4"X60"
	Wheel Lift Safety Straps		100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

	Minimum 14,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material
	Loading Bridle with J/T Hook		

CLASS A CAR CARRIER TWO VEHICLE

	Minimum 19,501 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	Loading Bridle with J/T Hooks		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material

CLASS B

	Minimum 26,001 Pound GVWR Chassis		Truck Hitch with 7,000 Pound Rating (if equipped)
	16-Ton Recovery Equipment Rating		Adequate Crossbeams = 4"x6"x48"
	150' 7/16" 6 x 19 Wire Rope or OEM Specifications		Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
	Safety Chains 1/2" Alloy or OEM Specifications		Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
	Two 8-Ton Snatch Blocks		Wheel Lift Safety Straps w/Tie-Down Straps or Chains
	Air Brakes or Hydraulic W/Air Hookup Package		Lift/Fork Adapters w/Tie-Down Straps or Chains
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

	Minimum 33,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
	Loading Bridle with J/T Hooks		Adequate Cross Beams or Adequate Ramping Material
	Steering Wheel Securement Device		

CLASS C

	Minimum 48,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	25-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	200' 5/8" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Under Lift Securement Safety Chains or Straps
	Air Brakes W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Safety Tie-Down Chains and Binders
	Tow Sling 12,000 Pound Rating (if equipped)		Tow Bar 12,000 Pound Rating

CLASS D

	Minimum 52,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	35-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	250' 3/4" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Tow Bar 20,000 Pound Rating
	Air Brakes W/Air Hookup Package		Lift/Fork Adapters
	Air Hoses and Fittings		Aluminum Tow Angles (Minimum 2)
	Steering Wheel Securement Device		Safety Tie-Down Chains and Binders
	Axle Cover/Caps		Tow Sling with 20,000 Pound Rating (if equipped)
	Under Lift Securement Safety Chains or Straps		

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
FORMULA		
1/2 FAW:	x WB:	÷ BY OH:
		= MLC:
CLASS OF VEHICLE BASED ON THE MLC		

Yucaipa Towing Inc.

Vehicle Details Log

YT-30 / YT-31

Year	2008 / 2006
Make	Peterbuilt
Model	379
Body Style	53 Ft. Landoll Flatbed Carrier
Class	C,D
Vehicle ID No. (VIN)	1XPXDB9X98D753351 / 1LH435VH761A14860
License No.	9D61248
GVWR	80,000



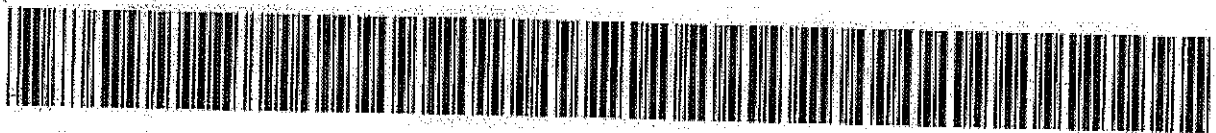
YT-30 / YT-31

THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****



REGISTRATION CARD VALID FROM: 02/28/2010 TO: 02/28/2011

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	*YR	TYPE VEH	TYPE LIC	LICENSE NUMBER
PTRB	2008	0000	ZH	2009	37G	31	9D61248
BODY TYPE MODEL	MP	MO	AX	WC	UNLADEN/G/CBW		VEHICLE ID NUMBER
DS	D	RR	2	N	80000		1XPXDB9X98D753351
TYPE VEHICLE USE		DATE ISSUED	CC/ALCD	DT FEE RECVD	PIC		STICKER ISSUED
COMMERCIAL		04/12/10	33	04/12/10	8		Z0963044

REGISTERED OWNER
YUCAIPA TOWING INC
14035 TUSCANY CT

PR EXP DATE: 02/28/2010

AMOUNT PAID
\$ 2705.00

AMOUNT DUE	AMOUNT RECVD
\$ 2705.00	CASH :
	CHCK :
	CRDT : 2705.00

RIVERSIDE
CA 92508

LIENHOLDER
SOVEREIGN BK
3 HUNTINGTON QUAD STE 101N

MELVILLE
NY 11747

CALIFORNIA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER
12831

COMPANY NAME AND ADDRESS
State National Insurance Co

POLICY NUMBER
TIP 002998

EFFECTIVE DATE EXPIRATION DATE
4/6/2010 4/6/2011

THIS POLICY MEETS THE REQUIREMENTS OF § 18036 OF THE CALIFORNIA VEHICLE CODE

YEAR MAKE/MODEL
2008 Peterbilt 389

VEHICLE IDENTIFICATION NUMBER
1XPXDB9X98D753351

AGENCY/COMPANY ISSUING CARD
Sea Crest Insurance Agency, Inc.
25255 Cabot Rd #206
Laguna Hills, CA 92653

INSURED
Yucaipa Towing, Inc.
14035 Tuscany Court
Riverside, CA 92508
951-247-3010

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as
soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

State National Insurance Company
PO Box 830
Liberty Corner, NJ
Phone (800) 295-0186

ACCORD#CA1184487

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DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304WD01133
Inspection Date: 04/13/2010
Start Time: 12:33 PM End Time: 12:35 PM
Inspection Level: V - Terminal
HM Inspection Type: None

YUCAIPA TOWING INC
24124 SUNNYMEAD BLVD
MORENO VALLEY, CA 92553
USDOT#:
MC/MX#:
State#: 242828

Phone#:
Fax#:

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:
Shipper:

Location: RIVERSIDE
Highway: LINCOLN AVE
County: RIVERSIDE, CA

MilePost:
Origin:
Destination:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TT	PTRB	2008	CA	9D61248	YT-30		80,000		12667154	
2	ST	LANL	2006	CA	4GT7236	YT-31				12667155	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

Placard: No **Cargo Tank:**

State Information:

Beat/Sub Area: 851; Veh #1 Type: 25; Veh #2 Type: 31; Regulated Vehicle: Y;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____

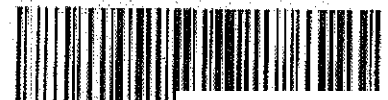
Title: _____

Date: _____

Report Prepared By:
H. LESTER

Badge #:
12416

Copy Received By: _____



THIS VALIDATED PERMANENT TRAILER IDENTIFICATION (PTI) CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. PTI IS VALID FOR FIVE (5) YEARS FROM THE DATE OF CONVERSION OR FIRST OPERATION. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE A FACSIMILE COPY OF THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE NON-OPERATIONAL (PNO) STATUS OF A STORED VEHICLE.

IMMEDIATELY NOTIFY DMV IN PERSON OR BY MAIL ON THE PROPER DMV FORMS WHEN:

- * YOU CHANGE YOUR ADDRESS.
- * YOU SELL YOUR TRAILER.
- * YOU ARE INVOLVED IN AN ACCIDENT (WHETHER OR NOT IT WAS YOUR FAULT) WHEN THERE WAS OVER \$750 DAMAGE OR ANY BODILY INJURY OR DEATH.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - PTI OWNER INFORMATION *****

PERMANENT TRAILER IDENTIFICATION CARD									
MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	YR	TYPE VEH	TYPE LIC	LICENSE NUMBER		
LANDL	2006	2005	RY	2006	41F	PA	4GT7236		
MP	MO	AX	HC	UNLADEN WT			VEHICLE ID NUMBER		
FB	MM	2	R	15001			1LH435VH761A14860		
CC/ALCO	DT FEE RECVD	PIC							
36	01/24/06	4							
REGISTERED OWNER							EXP DATE:	PERM	
SUPERIOR TOWING INC							AMOUNT PAID	\$	36.00
3121 S RIVERSIDE AVE							AMOUNT DUE	\$	36.00
						AMOUNT RECVD:			
						CASH :			
						CHCK :			
						CRDT :	36.00		
BLOOMINGTON									
CA	92316								
LIENHOLDER									
NAVISTAR FNCL CORP									
425 N MARTINGALE RD									
STE 1800									
SCHAUMBURG									
IL	60173								

Item No. G.3

A01 691 C4 0003600 0044 CS A01 012406 PA 4GT7236 860

CALIFORNIA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

12831

COMPANY NAME AND ADDRESS

State National Insurance Co

POLICY NUMBER

TIP 002998

EFFECTIVE DATE EXPIRATION DATE

4/6/2010 4/6/2011

THIS POLICY MEETS THE REQUIREMENTS OF § 15056 OF THE CALIFORNIA VEHICLE CODE

YEAR MAKE/MODEL

2006 Landoll Trailer

VEHICLE IDENTIFICATION NUMBER

1LH435VH761A14860

AGENCY/COMPANY ISSUING CARD

Sea Crest Insurance Agency, Inc.

25255 Cabot Rd #206

Laguna Hills, CA 92653

INSURED

Yucaipa Towing, Inc.

14035 Tuscoany Court

Riverside, CA 92508

951-247-3010

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as
soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

State National Insurance Company

PO Box 830

Liberty Corner, NJ

Phone (800) 295-0186

ACORD 106 (CA) (7/96)

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DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304W001133
Inspection Date: 04/13/2010
Start Time: 12:33 PM End Time: 12:35 PM
Inspection Level: V - Terminal
HM Inspection Type: None

YUCAIPA TOWING INC
24124 SUNNYMEAD BLVD
MORENO VALLEY, CA 92553
USDOT#:
MC/MX#:
State#: 242828

Phone#:
Fax#:

Driver:
License#: **State:**
Date of Birth:
CoDriver:
License#: **State:**
Date of Birth:
Shipper:

Location: RIVERSIDE
Highway: LINCOLN AVE
County: RIVERSIDE, CA

MilePost:
Origin:
Destination:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TT	PTRB	2008	CA	9D61248	YT-30		80,000		12667154	
2	ST	LANL	2006	CA	4GT7236	YT-31				12667155	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 25; Veh #2 Type: 31; Regulated Vehicle: Y;

This copy of this report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
H. LESTER

Badge #:
12416

Copy Received By:

Page 1 of 1



CA304W001133

Item No. G.3

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
 CHP 234B (Rev. 7-09) OPI 062

AREA NUMBER	COMPANY YUCAIPA TOWING INC.			CA NUMBER CA0242828	DOT NUMBER 2081940	LEGEND P = Pass F = Fail	
YEAR 0806	MAKE PETERBUILT	MODEL 379	LICENSE NUMBER 9D61248	VIN 1XPXDB9X98D753351 / 1LH435VH761A14860			
GWR 80,000	EQUIPMENT TYPE (CHECK APPROPRIATE BOX) <input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAR CARRIER						

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		P	F	
		Current Registration			4000 VC
		Headlights			24400 VC
		Beam Indicator			24408 VC
		Tail Lamps			24600 VC
		License Plate Lamp			24601 VC
		Stop Lamps			24603 VC
		Rear Lamps W/Cord			24605 VC
		Backup Lamps (1959+)			24606 VC
		Reflectors, Rear			24607 VC
		Reflectors, Front and Side (1968+)			24608 VC
		Turn Signals			24951 VC
		Clearance Lamps (>80" Wide)			25100 VC
		Amber Warning Lights			25253 VC
		Warning Devices (Reflectors)			25300 VC
		Service Brakes			26311 VC
					Parking Brake
					26451 VC
					Windshield
					26700 VC
					Windshield Wipers
					26706 VC
					Mirrors
					26709 VC
					Horn
					27000 VC
					Exhaust System
					27150 VC
					Fuel Cap
					27155 VC
					Tire Tread
					27465 VC
					Fenders/Mud Guards
					27600 VC
					Broom
					27700 VC
					Shovel
					27700 VC
					Fire Extinguisher 4B, C Rating
					27700 VC
					Safety Chains
					29004 VC
					Signs
					27907 VC

SERVICE AND OTHER EQUIPMENT

	Flashlight			Hydraulic Jack
	Wrecking Bar (Large Pry Bar)			Metric and Standard Lug Wrenches
	Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.			Rubber Mallet / Hub Cap Tool
	Trash Cans W/Absorbent			Lockout Tools (Classes A and B)
	Shop Rags/Paper Towels			Motorcycle Straps (Class A)
	Shop to Truck Communications (Cell phones / 2-way radio)			Sledge Hammer
	Fuel in Approved Containers (Classes A and B)			Tool Kit
	Booster Battery or Hot Box			ANSI Class III Safety Attire

TOWING EQUIPMENT

	Rating Plates			Wrecker Controls
	Controls Labeled			Throttle Control
	Wrecker Boom Assembly			Hydraulic Rams, Hoses, Valves
	Wheel Lift Assembly			Cable Sheaves
	Body and Towing Equipment Mounting Bolts			Recovery Chain
	Winch: Type:			

WHEEL LIFT

	Pivot Pin			Cradle/Straps
	Wheel Tie Down Straps			Grid/Fork
	"L" Arms			Claw

CONVENTIONAL

	Tow Sling Assembly (Check for bent inner tubes)			Sling Pads
--	---	--	--	------------

CAR CARRIER

	Carrier Sub Frame			Bed Safety Lock
	Bed Pivot Pin			Slide Pads

VEHICLE SAFETY

	Steering			Suspension
	Frame			Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE
-----------------------------------	------	--------------------------

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F	P	F
	Minimum 14,000 Pound GVWR Chassis		Tow Sling "Minimum" 3,000 Pounds (if equipped)
	4-Ton Recovery Equipment Rating		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
	One 4-Ton Snatch Block		Safety Chains 5/16" Alloy or OEM Specifications
	Tow Dolly		Wheel Lift Rating - Extended 3,000 Pounds
	Steering Wheel Securement Device		Adequate Crossbeams, 4"X4"X60"
	Wheel Lift Safety Straps		100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

	Minimum 14,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material
	Loading Bridle with J/T Hook		

CLASS A CAR CARRIER TWO VEHICLE

	Minimum 19,501 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	Loading Bridle with J/T Hooks		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material

CLASS B

	Minimum 26,001 Pound GVWR Chassis		Truck Hitch with 7,000 Pound Rating (if equipped)
	16-Ton Recovery Equipment Rating		Adequate Crossbeams = 4"x6"x48"
	150' 7/16" 6 x 19 Wire Rope or OEM Specifications		Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
	Safety Chains 1/2" Alloy or OEM Specifications		Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
	Two 8-Ton Snatch Blocks		Wheel Lift Safety Straps w/Tie-Down Straps or Chains
	Air Brakes or Hydraulic W/Air Hookup Package		Lift/Fork Adapters w/Tie-Down Straps or Chains
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

	Minimum 33,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
	Loading Bridle with J/T Hooks		Adequate Cross Beams or Adequate Ramping Material
	Steering Wheel Securement Device		

CLASS C

	Minimum 48,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	25-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	200' 5/8" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Under Lift Securement Safety Chains or Straps
	Air Brakes W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Safety Tie-Down Chains and Binders
	Tow Sling 12,000 Pound Rating (if equipped)		Tow Bar 12,000 Pound Rating

CLASS D

	Minimum 52,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	35-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	250' 3/4" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Tow Bar 20,000 Pound Rating
	Air Brakes W/Air Hookup Package		Lift/Fork Adapters
	Air Hoses and Fittings		Aluminum Tow Angles (Minimum 2)
	Steering Wheel Securement Device		Safety Tie-Down Chains and Binders
	Axle Cover/Caps		Tow Sling with 20,000 Pound Rating (if equipped)
	Under Lift Securement Safety Chains or Straps		

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

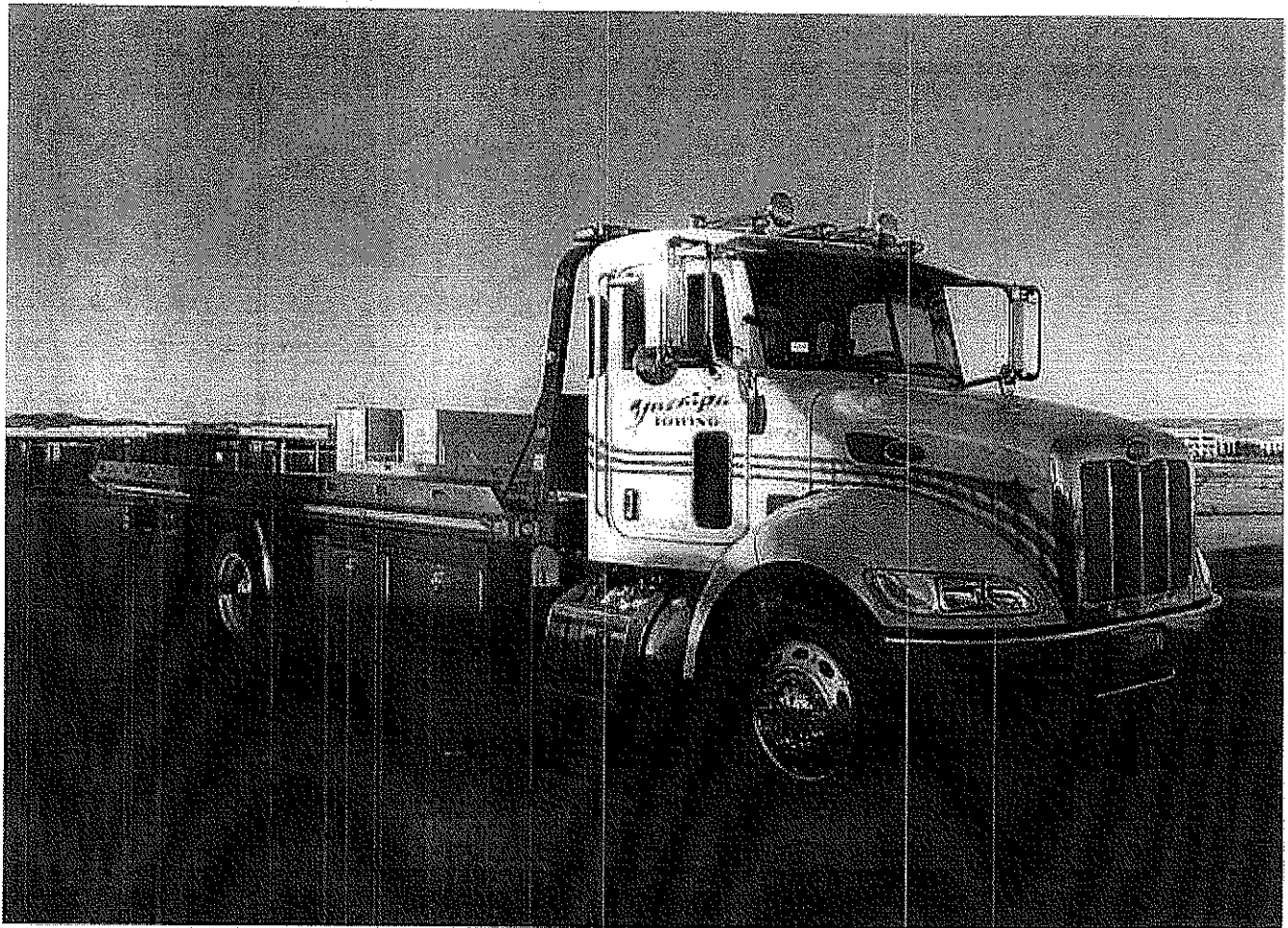
FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES	
FORMULA			
1/2 FAW:	x WB:	÷ BY OH:	= MLC:
CLASS OF VEHICLE BASED ON THE MLC			

Yucaipa Towing Inc.

Vehicle Details Log

YT-45

Year	2010
Make	Peterbilt
Model	330
Body Style	21 Ft. 2 Car Carrier Flatbed
Class	A
Vehicle ID No. (VIN)	2NPNHM6X9AM105014
License No.	8W02651
GVWR	26,000



YT-45

THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****



REGISTRATION CARD VALID FROM: 09/28/2009 TO: 09/30/2010

MAKE	YR MODEL	YR 1ST SOLD	- VLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
PTRB	2010	2009	ZE	31W	31	8W02651
BODY TYPE MODEL	HP	MO	AX	WC	UNLADEN W/CGW	VEHICLE ID NUMBER
AC	D	OX	2	C	26000	2NPNHM6X9AM105014
TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DY FEE RECVD	PIC	STICKER ISSUED	
COMMERCIAL	10/12/09	33	10/12/09	4	X0156173	

REGISTERED OWNER
YUCAIPA TOWING
14035 TUSCANY CT

AMOUNT PAID
\$ 1264.00

AMOUNT DUE	AMOUNT RECVD
\$ 1264.00	CASH : CHCK : 1300.00 CRDT :
HQ REFUND	: 36.00

RIVERSIDE
CA 92509

LIENHOLDER
SOVEREIGN BK
3 HUNTINGTON QUAD STE 101N

MELVILLE
NY 11747

C00 691 B8 0125400 0074 CS C00 101209 31 8W02651 014

Item No. G.3

CALIFORNIA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

12831

COMPANY NAME AND ADDRESS

State National Insurance Co

POLICY NUMBER

TIP 002998

EFFECTIVE DATE EXPIRATION DATE

4/6/2010 4/6/2011

THIS POLICY MEETS THE REQUIREMENTS OF § 15005 OF THE CALIFORNIA VEHICLE CODE

YEAR

MAKE/MODEL

VEHICLE IDENTIFICATION NUMBER

2010 Peterbilt 330

2NPNHM6X9AM105014

AGENCY/COMPANY ISSUING CARD

Sea Crest Insurance Agency, Inc.

25255 Cabot Rd #206

Laguna Hills, CA 92653

INSURED

Yucaipa Towing, Inc.

14035 Tuscany Court

Riverside, CA 92508

951-247-3010

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

State National Insurance Company

PO Box 830

Liberty Corner, NJ

Phone (800) 295-0186

ACORD 106 CA (08/04/07)

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DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA - 95605-1649
Phone: (909) 806-2400

Report Number: CA304W001116
Inspection Date: 04/13/2010
Start Time: 08:11 AM End Time: 08:14 AM
Inspection Level: V - Terminal
HM Inspection Type: None

YUCAIPA TOWING INC
24124 SUNNYMEAD BLVD
MORENO VALLEY, CA 92553
USDOT#: _____
MCMX#: _____
State#: 242828

Phone#: _____
Fax#: _____

Location: RIVERSIDE
Highway: LINGOLN AVE
County: RIVERSIDE, CA

MilePost: _____
Origin: _____
Destination: _____

Driver: _____
License#: _____ State: _____
Date of Birth: _____
CoDriver: _____
License#: _____ State: _____
Date of Birth: _____
Shipper: _____

Bill of Lading: _____
Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	PTRB	2010	CA	8VW02651	YT-45	2NPNHM6X9AM105014	26,000		01267140	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

lazMat: No HM Transported.

Special Checks: No Data for Special Checks.

Placard: No Cargo Tank:

State Information:

Seat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____

Title: _____

Date: _____

Report Prepared By:
LESTER

Badge #:
12416

Copy Received By: _____

Page 1 of 1



Item No. G.3

-1102-

CA304W001116

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
 CHP 234B (Rev. 7-09) OPT 062

AREA NUMBER	COMPANY	CA NUMBER	DOT NUMBER	LEGEND
	YUCAIPA TOWING INC.	CA0242828	2081940	P = Pass F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN
2010	PETERBUILT	330	8W02651	2NPNHM6X9AM105014
GWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)			
26,000	<input type="checkbox"/> CONVENTIONAL	<input type="checkbox"/> UNDERLIFT	<input type="checkbox"/> TRUCK HITCH	<input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAR CARRIER

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		P	F	
		Current Registration			4000 VC
		Headlights			24400 VC
		Beam Indicator			24408 VC
		Tail Lamps			24600 VC
		License Plate Lamp			24601 VC
		Stop Lamps			24603 VC
		Rear Lamps W/Cord			24605 VC
		Backup Lamps (1969+)			24606 VC
		Reflectors, Rear			24607 VC
		Reflectors, Front and Side (1968+)			24608 VC
		Turn Signals			24951 VC
		Clearance Lamps (>80" Wide)			25100 VC
		Amber Warning Lights			25253 VC
		Warning Devices (Reflectors)			25300 VC
		Service Brakes			26311 VC
		Parking Brake			26451 VC
		Windshield			26700 VC
		Windshield Wipers			26706 VC
		Mirrors			26709 VC
		Horn			27000 VC
		Exhaust System			27150 VC
		Fuel Cap			27155 VC
		Tire Tread			27465 VC
		Fenders/Mud Guards			27600 VC
		Broom			27700 VC
		Shovel			27700 VC
		Fire Extinguisher 4B, C Rating			27700 VC
		Safety Chains			29004 VC
		Signs			27907 VC

SERVICE AND OTHER EQUIPMENT

<input type="checkbox"/>	Flashlight	<input type="checkbox"/>	Hydraulic Jack
<input type="checkbox"/>	Wrecking Bar (Large Pry Bar)	<input type="checkbox"/>	Metric and Standard Lug Wrenches
<input type="checkbox"/>	Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.	<input type="checkbox"/>	Rubber Mallet / Hub Cap Tool
<input type="checkbox"/>	Trash Cans W/Absorbent	<input type="checkbox"/>	Lockout Tools (Classes A and B)
<input type="checkbox"/>	Shop Rags/Paper Towels	<input type="checkbox"/>	Motorcycle Straps (Class A)
<input type="checkbox"/>	Shop to Truck Communications (Cell phones / 2-way radio)	<input type="checkbox"/>	Sledge Hammer
<input type="checkbox"/>	Fuel in Approved Containers (Classes A and B)	<input type="checkbox"/>	Tool Kit
<input type="checkbox"/>	Booster Battery or Hot Box	<input type="checkbox"/>	ANSI Class III Safety Attire

TOWING EQUIPMENT

<input type="checkbox"/>	Rating Plates	<input type="checkbox"/>	Wrecker Controls
<input type="checkbox"/>	Controls Labeled	<input type="checkbox"/>	Throttle Control
<input type="checkbox"/>	Wrecker Boom Assembly	<input type="checkbox"/>	Hydraulic Rams, Hoses, Valves
<input type="checkbox"/>	Wheel Lift Assembly	<input type="checkbox"/>	Cable Sheaves
<input type="checkbox"/>	Body and Towing Equipment Mounting Bolts	<input type="checkbox"/>	Recovery Chain
<input type="checkbox"/>	Winch: Type:		

WHEEL LIFT

<input type="checkbox"/>	Pivot Pin	<input type="checkbox"/>	Cradle/Straps
<input type="checkbox"/>	Wheel Tie Down Straps	<input type="checkbox"/>	Grid/Fork
<input type="checkbox"/>	"L" Arms	<input type="checkbox"/>	Claw

CONVENTIONAL

<input type="checkbox"/>	Tow Sling Assembly (Check for bent inner tubes)	<input type="checkbox"/>	Sling Pads
--------------------------	---	--------------------------	------------

CAR CARRIER

<input type="checkbox"/>	Carrier Sub Frame	<input type="checkbox"/>	Bed Safety Lock
<input type="checkbox"/>	Bed Pivot Pin	<input type="checkbox"/>	Slide Pads

VEHICLE SAFETY

<input type="checkbox"/>	Steering	<input type="checkbox"/>	Suspension
<input type="checkbox"/>	Frame	<input type="checkbox"/>	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE
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TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F	P	F
	Minimum 14,000 Pound GVWR Chassis		Tow Sling "Minimum" 3,000 Pounds (if equipped)
	4-Ton Recovery Equipment Rating		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
	One 4-Ton Snatch Block		Safety Chains 5/16" Alloy or OEM Specifications
	Tow Dolly		Wheel Lift Rating - Extended 3,000 Pounds
	Steering Wheel Securement Device		Adequate Crossbeams, 4"X4"X60"
	Wheel Lift Safety Straps		100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

	Minimum 14,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material
	Loading Bridle with J/T Hook		

CLASS A CAR CARRIER TWO VEHICLE

	Minimum 19,501 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	Loading Bridle with J/T Hooks		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material

CLASS B

	Minimum 26,001 Pound GVWR Chassis		Truck Hitch with 7,000 Pound Rating (if equipped)
	16-Ton Recovery Equipment Rating		Adequate Crossbeams = 4"x6"x48"
	150' 7/16" 6 x 19 Wire Rope or OEM Specifications		Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
	Safety Chains 1/2" Alloy or OEM Specifications		Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
	Two 8-Ton Snatch Blocks		Wheel Lift Safety Straps w/Tie-Down Straps or Chains
	Air Brakes or Hydraulic W/Air Hookup Package		Lift/Fork Adapters w/Tie-Down Straps or Chains
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

	Minimum 33,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
	Loading Bridle with J/T Hooks		Adequate Cross Beams or Adequate Ramping Material
	Steering Wheel Securement Device		

CLASS C

	Minimum 48,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	25-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	200' 5/8" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Under Lift Securement Safety Chains or Straps
	Air Brakes W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Safety Tie-Down Chains and Binders
	Tow Sling 12,000 Pound Rating (if equipped)		Tow Bar 12,000 Pound Rating

CLASS D

	Minimum 52,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	35-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	250' 3/4" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Tow Bar 20,000 Pound Rating
	Air Brakes W/Air Hookup Package		Lift/Fork Adapters
	Air Hoses and Fittings		Aluminum Tow Angles (Minimum 2)
	Steering Wheel Securement Device		Safety Tie-Down Chains and Binders
	Axle Cover/Caps		Tow Sling with 20,000 Pound Rating (if equipped)
	Under Lift Securement Safety Chains or Straps		

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

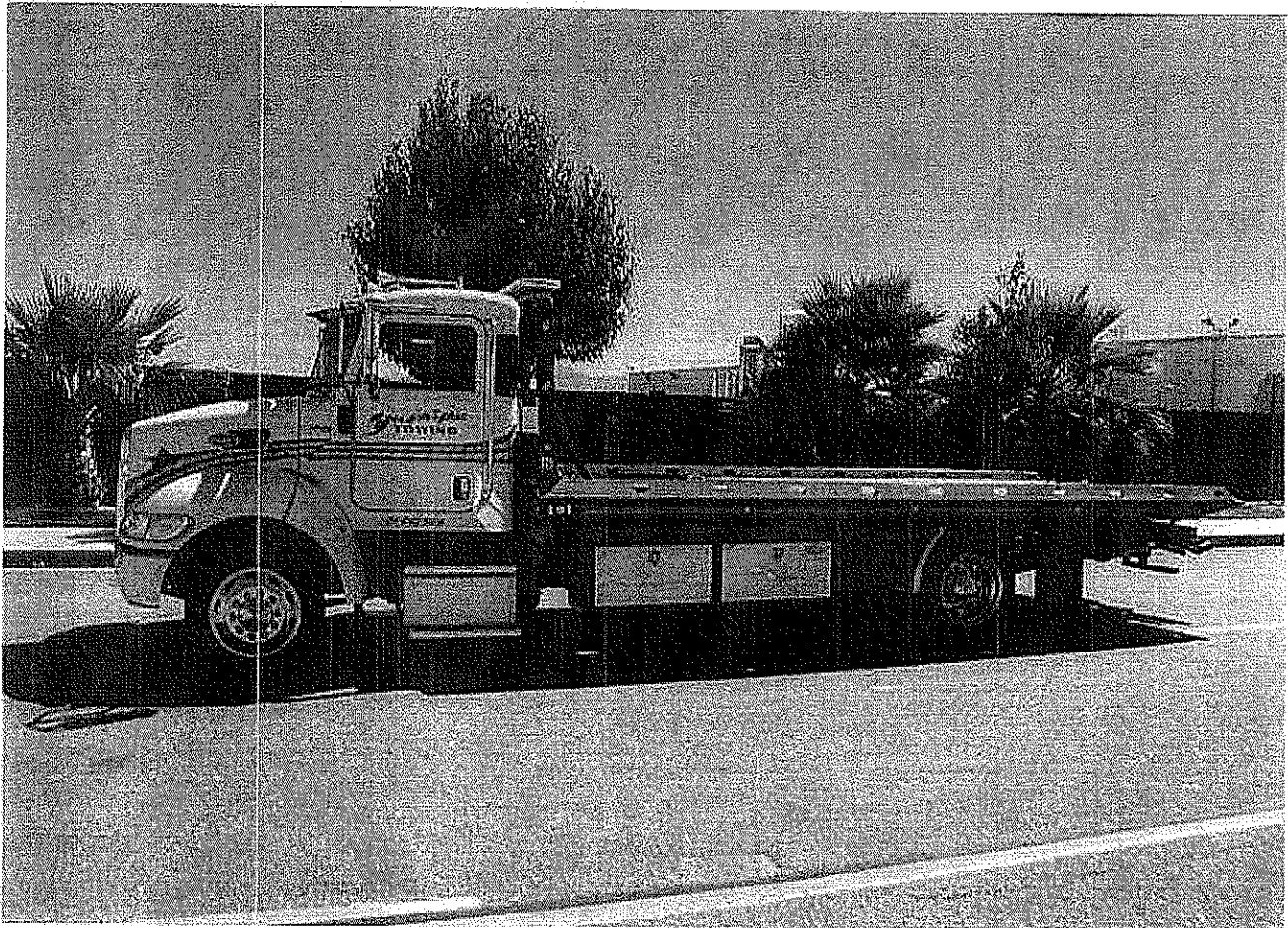
FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
FORMULA		
1/2 FAW:	x WB:	= BY OH:
= MLC:		
CLASS OF VEHICLE BASED ON THE MLC		

Yucaipa Towing Inc.

Vehicle Details Log

YT-50

Year	2010
Make	Peterbilt
Model	330
Body Style	21 Ft. 2 Car Carrier Flatbed
Class	A
Vehicle ID No. (VIN)	2NPNHM6X2AM105016
License No.	8X36581
GVWR	26,000



YT-50

THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****



REGISTRATION CARD VALID FROM: 11/25/2009 TO: 11/30/2010

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
PTRB	2010	2009	ZE	31W	31	8X36581
BDDY TYPE MODEL	MP	MO	AX	WC	UNLADEN/G/CGW	VEHICLE ID NUMBER
AC	D	RP	2	C	26000	2NPNHM6X2AM105016
TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC	STICKER ISSUED	
COMMERCIAL	03/03/10	33	03/03/10	4	X3867209	

REGISTERED OWNER
YUCAIPA TOWING INC
14035 TUSCANY CT

AMOUNT PAID
\$ 1784.00

AMOUNT DUE	AMOUNT RECVD
\$ 1784.00	CASH :
	CHCK :
	CRDT :

RIVERSIDE
CA 92508

MEMBER
SOVEREIGN BK
3 HUNTINGTON QUAD 101N

MELVILLE
NY 11747

C01 691 C1 0178400 0027 CM C01 030310 31 8X36581 016

Item No. G.3

CALIFORNIA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

12831

COMPANY NAME AND ADDRESS

State National Insurance Co

POLICY NUMBER

TIP 002998

EFFECTIVE DATE EXPIRATION DATE

4/6/2010 4/6/2011

THIS POLICY MEETS THE REQUIREMENTS OF § 16956 OF THE CALIFORNIA VEHICLE CODE

YEAR

2010 Peterbilt 330

MAKE/MODEL

VEHICLE IDENTIFICATION NUMBER

2NPNE6X2AM105016

AGENCY/COMPANY ISSUING CARD

Sea Crest Insurance Agency, Inc.

25255 Cabot Rd #206

Laguna Hills, CA 92653

INSURED

Yucaipa Towing, Inc.

14035 Tuscany Court

Riverside, CA 92508

951-247-3010

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as
soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

State National Insurance Company

PO Box 930

Liberty Corner, NJ

Phone (800) 295-0186

ACCAD50CA(250407)

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DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
FOR INFORMATION ONLY - DO NOT RETURN TO CHP
For specific questions call the number below
Phone: (951) 506-2020

Report Number: CA39V3004697
Inspection Date: 07/21/2010
Start: 7:54:18 AM PT End: 8:02:35 AM PT
Inspection Level: I - Full
HM Inspection Type: None

YUCAIPA TOWING INC
24124 SUNNYMEAD BLVD
MORENO VALLEY, CA 92553
USDOT#: _____
MC/MX#: _____
State#: 242828
Location: Rainbow IF
Highway: I-15
County: RIVERSIDE, CA

Phone#: _____
Fax#: _____

MilePost: _____
Origin: _____
Destination: _____

Driver: WILLSON, LUIS A
License#: _____ State: CA
Date of Birth: _____
CoDriver: _____
License#: _____ State: _____
Date of Birth: _____
Shipper: _____
Bill of Lading: _____
Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	PTRB	2010	CA	8X36581	WHI / YT50	2NPNHM6X2AM106016	26,000		13520719	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Special Checks: Size & Weight

Placard: No Cargo Tank:

State Information:

Seat/Sub Area: 890; Veh #1 Type: 55; Regulated Vehicle: Y; Pre-Cleared Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. See the reverse side of this form or the attached sheet for additional instructions. NOTE: If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier: _____ Title: _____ Date: _____

Report Prepared By:
MCCARSON

Badge #:
A14959

Copy Received By:
LUIS WILLSON



STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
 CHP 234B (Rev. 7-09) OPI 062

AREA NUMBER	COMPANY			CA NUMBER	DOT NUMBER	LEGEND
	YUCAIPA TOWING INC.			CA0242828	2081940	P = Pass F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN		
2010	PETERBUILT	330	8X36581	2NPNHM6X2AM105016		
GVWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)					
26,000	<input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAR CARRIER					

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		P	F	
		Current Registration			4000 VC
		Headlights			24400 VC
		Beam Indicator			24408 VC
		Tail Lamps			24600 VC
		License Plate Lamp			24601 VC
		Stop Lamps			24603 VC
		Rear Lamps W/Cord			24605 VC
		Backup Lamps (1969+)			24606 VC
		Reflectors, Rear			24607 VC
		Reflectors, Front and Side (1968+)			24608 VC
		Turn Signals			24951 VC
		Clearance Lamps (>80" Wide)			25100 VC
		Amber Warning Lights			25253 VC
		Warning Devices (Reflectors)			25300 VC
		Service Brakes			26311 VC
					Parking Brake
					26451 VC
					Windshield
					26700 VC
					Windshield Wipers
					26706 VC
					Mirrors
					26709 VC
					Horn
					27000 VC
					Exhaust System
					27150 VC
					Fuel Cap
					27155 VC
					Tire Tread
					27465 VC
					Fenders/Mud Guards
					27600 VC
					Broom
					27700 VC
					Shovel
					27700 VC
					Fire Extinguisher 4B, C Rating
					27700 VC
					Safety Chains
					29004 VC
					Signs
					27907 VC

SERVICE AND OTHER EQUIPMENT

Flashlight	Hydraulic Jack
Wrecking Bar (Large Pry Bar)	Metric and Standard Lug Wrenches
Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.	Rubber Mallet / Hub Cap Tool
Trash Cans W/Absorbent	Lockout Tools (Classes A and B)
Shop Rags/Paper Towels	Motorcycle Straps (Class A)
Shop to Truck Communications (Cell phones / 2-way radio)	Sledge Hammer
Fuel in Approved Containers (Classes A and B)	Tool Kit
Booster Battery or Hot Box	ANSI Class III Safety Attire

TOWING EQUIPMENT

Rating Plates	Wrecker Controls
Controls Labeled	Throttle Control
Wrecker Boom Assembly	Hydraulic Rams, Hoses, Valves
Wheel Lift Assembly	Cable Sheaves
Body and Towing Equipment Mounting Bolts	Recovery Chain
Winch: Type:	

WHEEL LIFT

Pivot Pin	Cradle/Straps
Wheel Tie Down Straps	Grid/Fork
"L" Arms	Claw

CONVENTIONAL

Tow Sling Assembly (Check for bent inner tubes)	Sling Pads
---	------------

CAR CARRIER

Carrier Sub Frame	Bed Safety Lock
Bed Pivot Pin	Slide Pads

VEHICLE SAFETY

Steering	Suspension
Frame	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE
-----------------------------------	------	--------------------------

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F		P	F	
		Minimum 14,000 Pound GVWR Chassis			Tow Sling "Minimum" 3,000 Pounds (if equipped)
		4-Ton Recovery Equipment Rating			Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
		One 4-Ton Snatch Block			Safety Chains 5/16" Alloy or OEM Specifications
		Tow Dolly			Wheel Lift Rating - Extended 3,000 Pounds
		Steering Wheel Securement Device			Adequate Crossbeams, 4"x4"x60"
		Wheel Lift Safety Straps			100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

		Minimum 14,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			Adequate Crossbeams or Adequate Ramping Material
		Loading Bridle with J/T Hook			

CLASS A CAR CARRIER TWO VEHICLE

		Minimum 19,501 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
		Loading Bridle with J/T Hooks			2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			Adequate Crossbeams or Adequate Ramping Material

CLASS B

		Minimum 26,001 Pound GVWR Chassis			Truck Hitch with 7,000 Pound Rating (if equipped)
		16-Ton Recovery Equipment Rating			Adequate Crossbeams = 4"x6"x48"
		150' 7/16" 6 x 19 Wire Rope or OEM Specifications			Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
		Safety Chains 1/2" Alloy or OEM Specifications			Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
		Two 8-Ton Snatch Blocks			Wheel Lift Safety Straps w/Tie-Down Straps or Chains
		Air Brakes or Hydraulic W/Air Hookup Package			Lift/Fork Adapters w/Tie-Down Straps or Chains
		Air Hoses and Fittings			Safety Tie-Down Chains and Binders
		Steering Wheel Securement Device			Aluminum Tow Angles (Minimum 2)
		Axle Covers/Caps			Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

		Minimum 33,000 Pound GVWR Chassis			4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
		50' 3/8" 6 x 19 Wire Rope or OEM Specifications			2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
		Loading Bridle with J/T Hooks			Adequate Cross Beams or Adequate Ramping Material
		Steering Wheel Securement Device			

CLASS C

		Minimum 48,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
		25-Ton Recovery Equipment Rating			4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
		200' 5/8" 6x19 Wire Rope or OEM Specifications			Pintle Hook
		Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
		Two 12-Ton Snatch Blocks			Under Lift Securement Safety Chains or Straps
		Air Brakes W/Air Hookup Package			Wheel Lift Safety Straps
		Air Hoses and Fittings			Lift/Fork Adapters
		Steering Wheel Securement Device			Aluminum Tow Angles (Minimum 2)
		Axle Covers/Caps			Safety Tie-Down Chains and Binders
		Tow Sling 12,000 Pound Rating (if equipped)			Tow Bar 12,000 Pound Rating

CLASS D

		Minimum 52,000 Pound GVWR Chassis			Tow Chains 5/8" Grade 70 or OEM Specifications
		35-Ton Recovery Equipment Rating			4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
		250' 3/4" 6x19 Wire Rope or OEM Specifications			Pintle Hook
		Safety Chains 5/8" Alloy or OEM Specifications			Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
		Two 12-Ton Snatch Blocks			Tow Bar 20,000 Pound Rating
		Air Brakes W/Air Hookup Package			Lift/Fork Adapters
		Air Hoses and Fittings			Aluminum Tow Angles (Minimum 2)
		Steering Wheel Securement Device			Safety Tie-Down Chains and Binders
		Axle Cover/Caps			Tow Sling with 20,000 Pound Rating (if equipped)
		Under Lift Securement Safety Chains or Straps			

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
FORMULA		
1/2 FAW:	x WB:	+ BY OH:
		= MLC:
CLASS OF VEHICLE BASED ON THE MLC		

Yucaipa Towing Inc.

Vehicle Details Log

YT-51

Year	2010
Make	Peterbuilt
Model	330
Body Style	21 Ft. 2 Car Carrier Flatbed
Class	A
Vehicle ID No. (VIN)	2NPNHM6X7AM109045
License No.	8W01694
GVWR	26,000



YT-51

THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****



REGISTRATION CARD VALID FROM: 04/12/2010 TO: 04/30/2011

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	TYPE VEH	TYPE LIC	LICENSE NUMBER
PTRB	2010	2010	ZE	31W	31	8W01694
BODY TYPE MODEL	MP	HQ	AX	WC	UNLADEN/G/CGW	VEHICLE ID NUMBER
AC	D	RR	2	C	26000	2NPNHM6X7AM109045
TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC	STICKER ISSUED	
COMMERCIAL	04/15/10	33	04/15/10	4	Z0216140	

REGISTERED OWNER
YUCAIPA TOWING INC
14035 TUSCANY CT

AMOUNT PAID
\$ 1264.00

AMOUNT DUE	AMOUNT RECVD
\$ 1264.00	CASH :
	CHCK : 1300.00
	CRDT :
	: 36.00

RIVERSIDE
CA 92508

HQ REFUND

LIENHOLDER
SOVEREIGN BK
3 HUNTINGTON QUAD 101N

MELVILLE
NY 11747

Item No. G.3

C00 691 A9 0126400 0126 CS C00 041510 31 8W01694 045

CALIFORNIA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

12831

COMPANY NAME AND ADDRESS

State National Insurance Co

POLICY NUMBER

TIP 002998

EFFECTIVE DATE EXPIRATION DATE

4/6/2010 4/6/2011

THIS POLICY MEETS THE REQUIREMENTS OF § 16055 OF THE CALIFORNIA VEHICLE CODE

YEAR

MAKE/MODEL

VEHICLE IDENTIFICATION NUMBER

2010 Peterbilt 330

2NPNE6X7AM109045

AGENCY/COMPANY ISSUING CARD

Sea Crest Insurance Agency, Inc.

25255 Cabot Rd #206

Laguna Hills, CA 92653

INSURED

Tucaipa Towing, Inc.

14035 Tuscany Court

Riverside, CA 92508

951-247-3010

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as
soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each
vehicle involved.

State National Insurance Company

PO Box 830

Liberty Corner, NJ

Phone (800) 295-0186

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
 California Highway Patrol
 860 Stillwater Road
 West Sacramento, CA 95605-1649
 Phone: (909) 806-2400

Report Number: CA304W001131
 Inspection Date: 04/13/2010
 Start Time: 12:00 PM End Time: 12:10 PM
 Inspection Level: V - Terminal
 HM Inspection Type: None

YUCAIPA TOWING INC
 24124 SUNNYMEAD BLVD
 MORENO VALLEY, CA 92553
 USDOT#: _____ Phone#: _____
 MC/MX#: _____ Fax#: _____
 State#: 242828

Driver: _____ State: _____
 License#: _____
 Date of Birth: _____
 CoDriver: _____
 License#: _____ State: _____
 Date of Birth: _____
 Shipper: _____

Location: RIVERSIDE
 Highway: LINCOLN AVE
 County: RIVERSIDE, CA

MilePost: _____
 Origin: _____
 Destination: _____

Bill of Lading: _____
 Cargo: _____

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	PTRB	2010	CA		YT-51	2NPNHM6X7AM109045	26,000		12667153	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Placard: No **Cargo Tank:**

Special Checks: No Data for Special Checks.

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

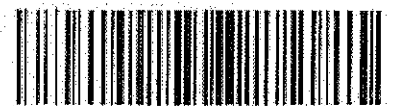
This copy of this report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X: _____ Title: _____ Date: _____

Report Prepared By:
H. LESTER

Badge #:
12416

Copy Received By:



CA304W001131

Item No. G.3

STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
 CHP 234B (Rev. 7-09) CPl 062

AREA NUMBER:	COMPANY:	CA NUMBER	DOT NUMBER	LEGEND
	YUCAIPA TOWING INC.	CA0242828	2081940	P = Pass F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN
2010	PETERBUILT	330	8W01694	2NPNHM6X7AM109045
GWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)			
26,000	<input type="checkbox"/> CONVENTIONAL	<input type="checkbox"/> UNDERLIFT	<input type="checkbox"/> TRUCK HITCH	<input type="checkbox"/> WHEEL LIFT <input checked="" type="checkbox"/> CAR CARRIER

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		P	F	
		Current Registration			4000 VC
		Headlights			24400 VC
		Beam Indicator			24408 VC
		Tail Lamps			24600 VC
		License Plate Lamp			24601 VC
		Stop Lamps			24603 VC
		Rear Lamps W/Cord			24605 VC
		Backup Lamps (1969+)			24606 VC
		Reflectors, Rear			24607 VC
		Reflectors, Front and Side (1968+)			24608 VC
		Turn Signals			24951 VC
		Clearance Lamps (>80" Wide)			25100 VC
		Amber Warning Lights			25253 VC
		Warning Devices (Reflectors)			25300 VC
		Service Brakes			26311 VC
		Parking Brake			26451 VC
		Windshield			26700 VC
		Windshield Wipers			26706 VC
		Mirrors			26709 VC
		Horn			27000 VC
		Exhaust System			27150 VC
		Fuel Cap			27155 VC
		Tire Tread			27465 VC
		Fenders/Mud Guards			27600 VC
		Broom			27700 VC
		Shovel			27700 VC
		Fire Extinguisher 4B, C Rating			27700 VC
		Safety Chains			29004 VC
		Signs			27907 VC

SERVICE AND OTHER EQUIPMENT

<input type="checkbox"/>	Flashlight	<input type="checkbox"/>	Hydraulic Jack
<input type="checkbox"/>	Wrecking Bar (Large Pry Bar)	<input type="checkbox"/>	Metric and Standard Lug Wrenches
<input type="checkbox"/>	Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.	<input type="checkbox"/>	Rubber Mallet / Hub Cap Tool
<input type="checkbox"/>	Trash Cans W/Absorbent	<input type="checkbox"/>	Lockout Tools (Classes A and B)
<input type="checkbox"/>	Shop Rags/Paper Towels	<input type="checkbox"/>	Motorcycle Straps (Class A)
<input type="checkbox"/>	Shop to Truck Communications (Cell phones / 2-way radio)	<input type="checkbox"/>	Sledge Hammer
<input type="checkbox"/>	Fuel in Approved Containers (Classes A and B)	<input type="checkbox"/>	Tool Kit
<input type="checkbox"/>	Booster Battery or Hot Box	<input type="checkbox"/>	ANSI Class III Safety Attire

TOWING EQUIPMENT

<input type="checkbox"/>	Rating Plates	<input type="checkbox"/>	Wrecker Controls
<input type="checkbox"/>	Controls Labeled	<input type="checkbox"/>	Throttle Control
<input type="checkbox"/>	Wrecker Boom Assembly	<input type="checkbox"/>	Hydraulic Rams, Hoses, Valves
<input type="checkbox"/>	Wheel Lift Assembly	<input type="checkbox"/>	Cable Sheaves
<input type="checkbox"/>	Body and Towing Equipment Mounting Bolts	<input type="checkbox"/>	Recovery Chain
<input type="checkbox"/>	Winch: Type:		

WHEEL LIFT

<input type="checkbox"/>	Pivot Pin	<input type="checkbox"/>	Cradle/Straps
<input type="checkbox"/>	Wheel Tie Down Straps	<input type="checkbox"/>	Grid/Fork
<input type="checkbox"/>	"L" Arms	<input type="checkbox"/>	Claw

CONVENTIONAL

<input type="checkbox"/>	Tow Sling Assembly (Check for bent inner tubes)	<input type="checkbox"/>	Sling Pads
--------------------------	---	--------------------------	------------

CAR CARRIER

<input type="checkbox"/>	Carrier Sub Frame	<input type="checkbox"/>	Bed Safety Lock
<input type="checkbox"/>	Bed Pivot Pin	<input type="checkbox"/>	Slide Pads

VEHICLE SAFETY

<input type="checkbox"/>	Steering	<input type="checkbox"/>	Suspension
<input type="checkbox"/>	Frame	<input type="checkbox"/>	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE
-----------------------------------	------	--------------------------

Destroy Previous Editions

Chp234B_0709.pdf

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F	P	F
	Minimum 14,000 Pound GVWR Chassis		Tow Sling "Minimum" 3,000 Pounds (if equipped)
	4-Ton Recovery Equipment Rating		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
	One 4-Ton Snatch Block		Safety Chains 5/16" Alloy or OEM Specifications
	Tow Dolly		Wheel Lift Rating - Extended 3,000 Pounds
	Steering Wheel Securement Device		Adequate Crossbeams, 4"X4"X60"
	Wheel Lift Safety Straps		100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

	Minimum 14,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material
	Loading Bridle with J/T Hook		

CLASS A CAR CARRIER TWO VEHICLE

	Minimum 19,501 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	Loading Bridle with J/T Hooks		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material

CLASS B

	Minimum 26,001 Pound GVWR Chassis		Truck Hitch with 7,000 Pound Rating (if equipped)
	16-Ton Recovery Equipment Rating		Adequate Crossbeams = 4"x6"x48"
	150' 7/16" 6 x 19 Wire Rope or OEM Specifications		Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
	Safety Chains 1/2" Alloy or OEM Specifications		Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
	Two 8-Ton Snatch Blocks		Wheel Lift Safety Straps w/Tie-Down Straps or Chains
	Air Brakes or Hydraulic W/Air Hookup Package		Lift/Fork Adapters w/Tie-Down Straps or Chains
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

	Minimum 33,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
	Loading Bridle with J/T Hooks		Adequate Cross Beams or Adequate Ramping Material
	Steering Wheel Securement Device		

CLASS C

	Minimum 48,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	25-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	200' 5/8" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Under Lift Securement Safety Chains or Straps
	Air Brakes W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Safety Tie-Down Chains and Binders
	Tow Sling 12,000 Pound Rating (if equipped)		Tow Bar 12,000 Pound Rating

CLASS D

	Minimum 52,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	35-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	250' 3/4" 6x19 Wire Rope or OEM Specifications		Pintle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Tow Bar 20,000 Pound Rating
	Air Brakes W/Air Hookup Package		Lift/Fork Adapters
	Air Hoses and Fittings		Aluminum Tow Angles (Minimum 2)
	Steering Wheel Securement Device		Safety Tie-Down Chains and Binders
	Axle Cover/Caps		Tow Sling with 20,000 Pound Rating (if equipped)
	Under Lift Securement Safety Chains or Straps		

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

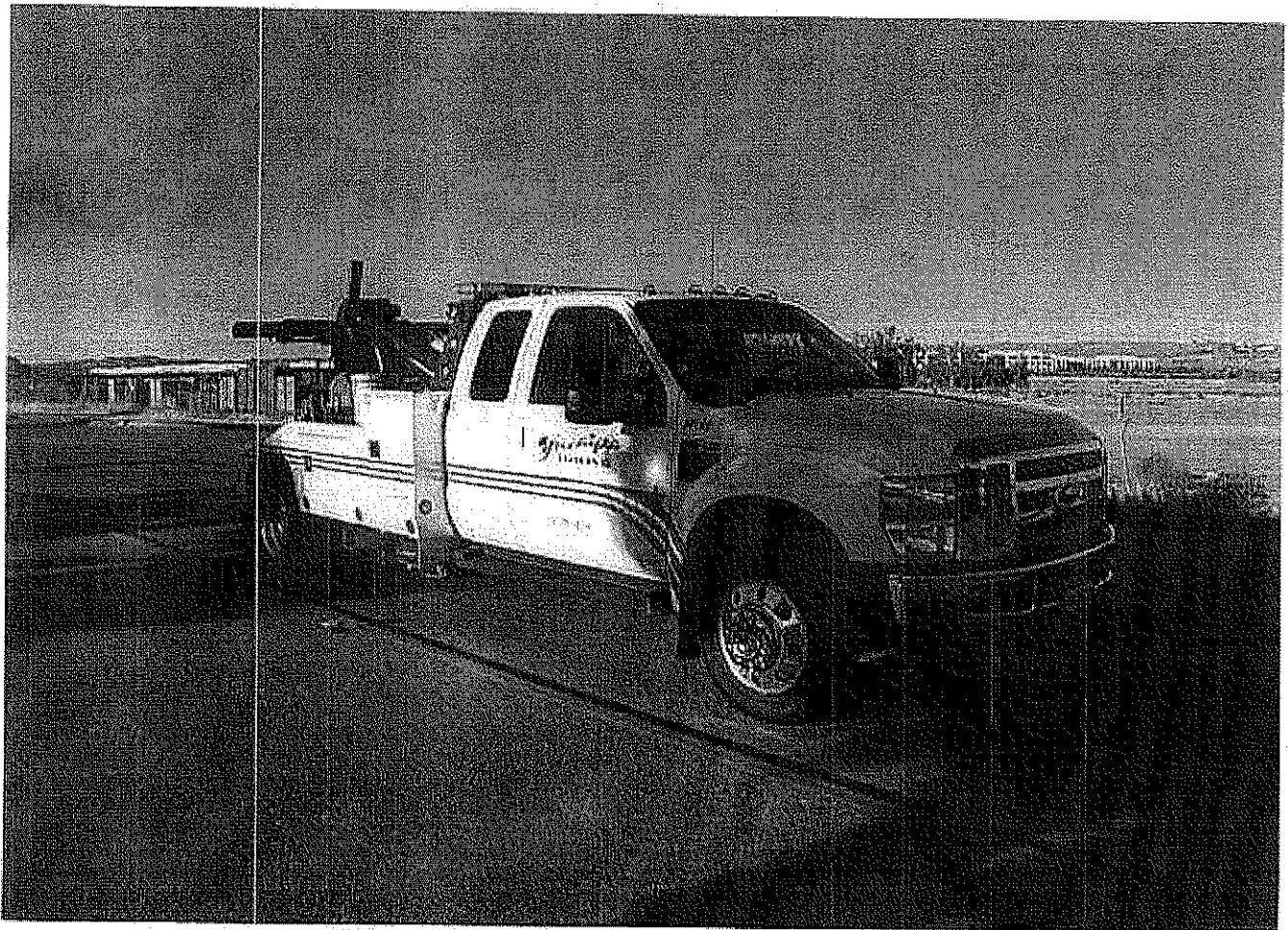
FRONT AXLE WEIGHT (FAW), UNLADEN	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
FORMULA		
1/2 FAW:	x WB:	= BY OH:
= MLC:		
CLASS OF VEHICLE BASED ON THE MLC		

Yucaipa Towing Inc.

Vehicle Details Log

YT-53

Year	2010
Make	Ford
Model	F550
Body Style	Wheel Lift Recovery Unit
Class	A
Vehicle ID No. (VIN)	1FDAX5GR6AEA44781
License No.	8W99572
GVWR	26,000



YT-53

REGISTRATION VALID FROM
COML 12/31/2009 TO 12/31/2010 TYPE 31 LICENSE NUMBER 8W99572

VEHICLE IDENTIFICATION NUMBER				CLASS		MAKE	
1FDAX5GR6AEA44781				FORD			
BODY TYPE MODEL		DATE FIRST SOLD		CLASS		YEAR	
WK		00/00/2009		NM		2010 2010	
DATE ISSUED		TYPE VEH.		MP	AX	WC	UNLADEN C/W
01/10/2010		31Y		G	2	C	26000
						TOTAL FEES PAID	
						\$985	
						3300 D	

REGISTERED OWNER
LITENKOLD REBE

YUCAIPA TOWING
14035 TUSCANY CT
RIVERSIDE CA 92508

SOVEREIGN BANK
3 HUNTINGTON QUAD STE 101
MELVILLE
NY

11767
173201001052706384

STATE OF CALIFORNIA
DEPARTMENT OF MOTOR VEHICLES
VALIDATED REGISTRATION CARD
READ REVERSE SIDE - IMPORTANT INSTRUCTIONS

Y 3450246

CALIFORNIA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER

12831

COMPANY NAME AND ADDRESS

State National Insurance Co

POLICY NUMBER

TIP 002998

EFFECTIVE DATE EXPIRATION DATE

4/6/2010 4/6/2011

THIS POLICY MEETS THE REQUIREMENTS OF § 16006 OF THE CALIFORNIA VEHICLE CODE

YEAR

2010 Ford F-550

VEHICLE IDENTIFICATION NUMBER

1FDAX5GR6AEA44781

AGENCY/COMPANY ISSUING CARD

Sea Crest Insurance Agency, Inc.

25255 Cabot Rd #206

Laguna Hills, CA 92653

INSURED

Tucaipa Towing, Inc.

14035 Tuscany Court

Riverside, CA 92508

951-247-3010

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as
soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

State National Insurance Company

PO Box 830

Liberty Corner, NJ

Phone (800) 295-0186

ACCORSI CA (06/05)

© ACCORD CORPORATION 2010

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
California Highway Patrol
860 Stillwater Road
West Sacramento, CA 95605-1649
Phone: (909) 806-2400

Report Number: CA304W001115
Inspection Date: 04/13/2010
Start Time: 08:01 AM End Time: 08:07 AM
Inspection Level: V - Terminal
HM Inspection Type: None

YUCAIPA TOWING INC
24124 SUNNYMEAD BLVD
MORENO VALLEY, CA 92553

USDOT#: Phone#:
MC/MX#: Fax#:
State#: 242828

Location: RIVERSIDE
Highway: LINCOLN AVE
County: RIVERSIDE, CA

MilePost:
Origin:
Destination:

Driver:
License#: State:
Date of Birth:
CoDriver:
License#: State:
Date of Birth:
Shipper:

Bill of Lading:
Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	FORD	2010	CA	8W99572	YT-53	1FDAX5GR6AEA44781	19,500		12667139	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

Placard: No Cargo Tank:

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol if a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X

Title

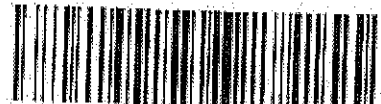
Date

Report Prepared By:
I. BENTZ

Badge #:
09374

Copy Received By:

Page 1 of 1



STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
CHP 234B (Rev. 7-09) OPI 062

AREA NUMBER	COMPANY	CA NUMBER	DOT NUMBER	LEGEND
	YUCAIPA TOWING INC.	CA0242828	2081940	P = Pass F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN
2010	FORD	F550	8W99572	1FDAX5GR6AEA44781
GWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)			
26,000	<input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input checked="" type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		P	F	
		Current Registration			4000 VC
		Headlights			24400 VC
		Beam Indicator			24408 VC
		Tail Lamps			24600 VC
		License Plate Lamp			24601 VC
		Stop Lamps			24603 VC
		Rear Lamps W/Cord			24605 VC
		Backup Lamps (1969+)			24606 VC
		Reflectors, Rear			24607 VC
		Reflectors, Front and Side (1968+)			24608 VC
		Turn Signals			24951 VC
		Clearance Lamps (>80" Wide)			25100 VC
		Amber Warning Lights			25253 VC
		Warning Devices (Reflectors)			25300 VC
		Service Brakes			26311 VC
					Parking Brake
					Windshield
					Windshield Wipers
					Mirrors
					Horn
					Exhaust System
					Fuel Cap
					Tire Tread
					Fenders/Mud Guards
					Broom
					Shovel
					Fire Extinguisher 4B, C Rating
					Safety Chains
					Signs
					26451 VC
					26700 VC
					26706 VC
					26709 VC
					27000 VC
					27150 VC
					27155 VC
					27465 VC
					27600 VC
					27700 VC
					27700 VC
					27700 VC
					29004 VC
					27907 VC

SERVICE AND OTHER EQUIPMENT

Flashlight	Hydraulic Jack
Wrecking Bar (Large Pry Bar)	Metric and Standard Lug Wrenches
Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.	Rubber Mallet / Hub Cap Tool
Trash Cans W/Absorbent	Lockout Tools (Classes A and B)
Shop Rags/Paper Towels	Motorcycle Straps (Class A)
Shop to Truck Communications (Cell phones / 2-way radio)	Sledge Hammer
Fuel in Approved Containers (Classes A and B)	Tool Kit
Booster Battery or Hot Box	ANSI Class III Safety Attire

TOWING EQUIPMENT

Rating Plates	Wrecker Controls
Controls Labeled	Throttle Control
Wrecker Boom Assembly	Hydraulic Rams, Hoses, Valves
Wheel Lift Assembly	Cable Sheaves
Body and Towing Equipment Mounting Bolts	Recovery Chain
Winch: Type:	

WHEEL LIFT

Pivot Pin	Cradle/Straps
Wheel Tie Down Straps	Grid/Fork
"L" Arms	Claw

CONVENTIONAL

Tow Sling Assembly (Check for bent inner tubes)	Sling Pads
---	------------

CAR CARRIER

Carrier Sub Frame	Bed Safety Lock
Bed Pivot Pin	Slide Pads

VEHICLE SAFETY

Steering	Suspension
Frame	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE
-----------------------------------	------	--------------------------

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A			
P	F	P	F
	Minimum 14,000 Pound GVWR Chassis		Tow Sling "Minimum" 3,000 Pounds (if equipped)
	4-Ton Recovery Equipment Rating		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
	One 4-Ton Snatch Block		Safety Chains 5/16" Alloy or OEM Specifications
	Tow Dolly		Wheel Lift Rating - Extended 3,000 Pounds
	Steering Wheel Securement Device		Adequate Crossbeams, 4"X4"X60"
	Wheel Lift Safety Straps		100' 3/8" 6 x 19 Wire Rope or OEM Specifications
CLASS A CAR CARRIER ONE VEHICLE			
	Minimum 14,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material
	Loading Bridle with J/T Hook		
CLASS A CAR CARRIER TWO VEHICLE			
	Minimum 19,501 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	Loading Bridle with J/T Hooks		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material
CLASS B			
	Minimum 26,001 Pound GVWR Chassis		Truck Hitch with 7,000 Pound Rating (if equipped)
	16-Ton Recovery Equipment Rating		Adequate Crossbeams = 4"x6"x48"
	150' 7/16" 6 x 19 Wire Rope or OEM Specifications		Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
	Safety Chains 1/2" Alloy or OEM Specifications		Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
	Two 8-Ton Snatch Blocks		Wheel Lift Safety Straps w/Tie-Down Straps or Chains
	Air Brakes or Hydraulic W/Air Hookup Package		Lift/Fork Adapters w/Tie-Down Straps or Chains
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Tow Bar 7,000 Pound Rating
CLASS B CAR CARRIER ONE VEHICLE			
	Minimum 33,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
	Loading Bridle with J/T Hooks		Adequate Cross Beams or Adequate Ramping Material
	Steering Wheel Securement Device		
CLASS C			
	Minimum 48,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	25-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	200' 5/8" 6x19 Wire Rope or OEM Specifications		Pinle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Under Lift Securement Safety Chains or Straps
	Air Brakes W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Safety Tie-Down Chains and Binders
	Tow Sling 12,000 Pound Rating (if equipped)		Tow Bar 12,000 Pound Rating
CLASS D			
	Minimum 52,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	35-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	250' 3/4" 6x19 Wire Rope or OEM Specifications		Pinle Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Tow Bar 20,000 Pound Rating
	Air Brakes W/Air Hookup Package		Lift/Fork Adapters
	Air Hoses and Fittings		Aluminum Tow Angles (Minimum 2)
	Steering Wheel Securement Device		Safety Tie-Down Chains and Binders
	Axle Cover/Caps		Tow Sling with 20,000 Pound Rating (if equipped)
	Under Lift Securement Safety Chains or Straps		

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLOADED	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
FORMULA		
1/2 FAW	x WB	+ BY OH = MLC
CLASS OF VEHICLE BASED ON THE MLC		

Yucaipa Towing Inc.

Vehicle Details Log

YT-53

Year	2010
Make	Ford
Model	F550
Body Style	Wheel Lift Recovery Unit
Class	A
Vehicle ID No. (VIN)	1FDAX5GR6AEA44781
License No.	8W99572
GVWR	26,000

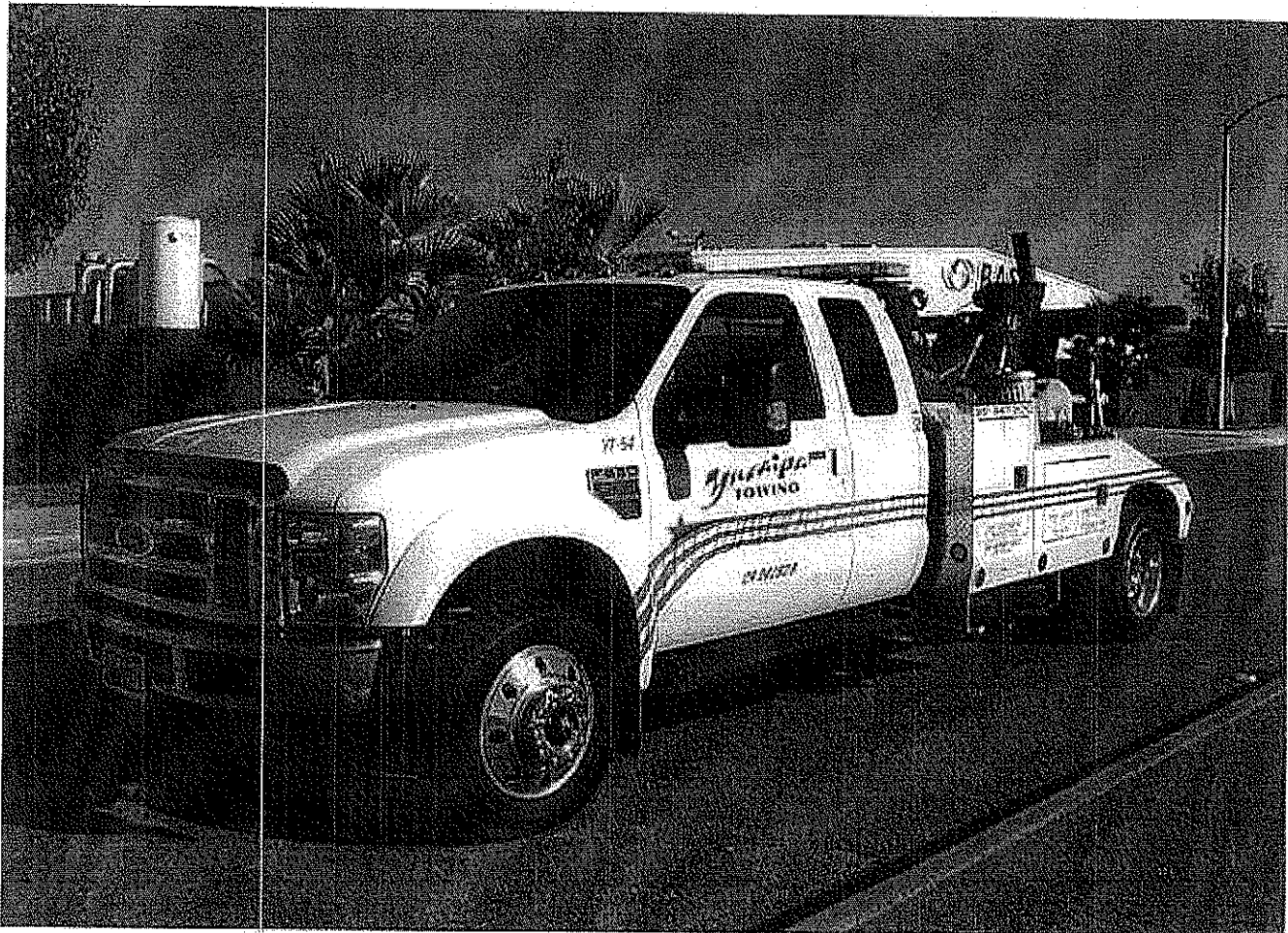


Yucaipa Towing Inc.

Vehicle Details Log

YT-54

Year	2010
Make	Ford
Model	F550 4 Wheel Drive
Body Style	Wheel Lift Recovery Unit
Class	A 4x4
Vehicle ID No. (VIN)	1FDAX5HR6AEA34900
License No.	8R66321
GVWR	26,000



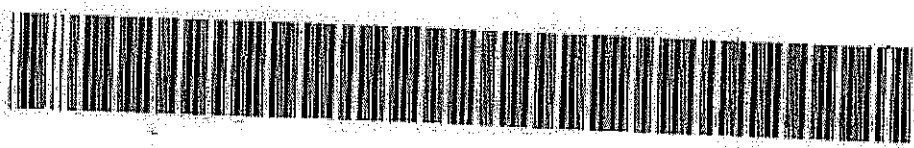
47-54

THIS VALIDATED REGISTRATION CARD OR A FACSIMILE COPY IS TO BE KEPT WITH THE VEHICLE FOR WHICH IT IS ISSUED. THIS REQUIREMENT DOES NOT APPLY WHEN THE VEHICLE IS LEFT UNATTENDED. IT NEED NOT BE DISPLAYED. PRESENT IT TO ANY PEACE OFFICER UPON DEMAND. IF YOU DO NOT RECEIVE A RENEWAL NOTICE, USE THIS FORM TO PAY YOUR RENEWAL FEES OR NOTIFY THE DEPARTMENT OF MOTOR VEHICLES OF THE PLANNED NON-OPERATIONAL STATUS (PNO) OF A STORED VEHICLE. RENEWAL FEES MUST BE PAID ON OR BEFORE THE REGISTRATION EXPIRATION DATE OR PENALTIES WILL BE DUE PURSUANT TO CALIFORNIA VEHICLE CODE SECTIONS 9552 - 9554.

EVIDENCE OF LIABILITY INSURANCE FROM YOUR INSURANCE COMPANY MUST BE PROVIDED TO THE DEPARTMENT WITH THE PAYMENT OF RENEWAL FEES. EVIDENCE OF LIABILITY INSURANCE IS NOT REQUIRED WITH REGISTRATION RENEWAL OF OFF-HIGHWAY VEHICLES, TRAILERS, VESSELS, OR IF YOU FILE A PNO ON THE VEHICLE.

WHEN WRITING TO DMV, ALWAYS GIVE YOUR FULL NAME, PRESENT ADDRESS, AND THE VEHICLE MAKE, LICENSE, AND IDENTIFICATION NUMBERS.

***** DO NOT DETACH - REGISTERED OWNER INFORMATION *****



REGISTRATION CARD VALID FROM: 12/04/2009 TO: 12/31/2010

MAKE	YR MODEL	YR 1ST SOLD	VLF CLASS	*YR	TYPE VEH	TYPE LIC	LICENSE NUMBER
FORD	2010	2009	PH	2010	31Y	31	8R66321
BODY TYPE MODEL	MP	MO	AX	NC	UNLADEN/G/CGW	VEHICLE ID NUMBER	
WK	D	QZ	2	C	26000	1FDAX5HR6AEA34900	
TYPE VEHICLE USE	DATE ISSUED	CC/ALCO	DT FEE RECVD	PIC	STICKER ISSUED		
COMMERCIAL	12/30/09	33	12/17/09	4	X3452335		

REGISTERED OWNER
YUCAIPA TOWING
14035 TUSCANY CT

AMOUNT PAID
\$ 988.00

AMOUNT DUE	AMOUNT RECVD
\$ 988.00	CASH : CHCK : CRDT : 988.00

RIVERSIDE
CA 92508

LIENHOLDER
SOVEREIGN BANK
3 HUNTINGTON QUAD STE 101

NESCONSET
NY 11767

A01 V32 D0 0098800 0012 CS A01 123009 31 8R

CALIFORNIA INSURANCE IDENTIFICATION CARD

COMPANY NUMBER
12831

COMPANY NAME AND ADDRESS
State National Insurance Co

POLICY NUMBER
TIP 002998

EFFECTIVE DATE EXPIRATION DATE
4/6/2010 4/6/2011

THIS POLICY MEETS THE REQUIREMENTS OF § 5056 OF THE CALIFORNIA VEHICLE CODE

YEAR MAKE/MODEL
2010 Ford F-550

VEHICLE IDENTIFICATION NUMBER
1FDAX5HR6AEA34900

AGENCY/COMPANY ISSUING CARD
Sea Crest Insurance Agency, Inc.
25255 Cabot Rd #206
Laguna Hills, CA 92653

INSURED
Yucaipa Towing, Inc.
14035 Tuscany Court
Riverside, CA 92508
951-247-3010

SEE IMPORTANT NOTICE ON REVERSE SIDE

THIS CARD MUST BE KEPT IN THE INSURED
VEHICLE AND PRESENTED UPON DEMAND

IN CASE OF ACCIDENT: Report all accidents to your Agent/Company as
soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

State National Insurance Company
PO Box 830
Liberty Corner, NJ
Phone (800) 295-0186

DRIVER/VEHICLE EXAMINATION REPORT



CHP 407F/343A-Aspen
 California Highway Patrol
 860 Stillwater Road
 West Sacramento, CA 95605-1649
 Phone: (909) 806-2400

Report Number: CA304W001119
 Inspection Date: 04/13/2010
 Start Time: 08:30 AM End Time: 08:32 AM
 Inspection Level: V - Terminal
 HM Inspection Type: None

YUCAIPA TOWING INC
 24124 SUNNYMEAD BLVD
 MORENO VALLEY, CA 92553

USDOT#: Phone#: State: CA
 MC/MX#: Fax#: State: CA
 State#: 242828

Location: RIVERSIDE
 Highway: LINCOLN AVE
 County: RIVERSIDE, CA

MilePost:
 Origin:
 Destination:

Driver: License#: State:
 Date of Birth: State:
 CoDriver: License#: State:
 Date of Birth: Shipper:

Bill of Lading:
 Cargo:

VEHICLE IDENTIFICATION

Unit	Type	Make	Year	State	Plate #	Company #	VIN	GVWR	CVSA #	CVSA Issued #	OOS Sticker
1	TR	FORD	2010	CA	8R66321	YT54	1FDAX5HRGAEA34900	19,500		12667143	

BRAKE ADJUSTMENTS: No Brake Measurements Recorded.

VIOLATIONS: No Violations Were Discovered.

HazMat: No HM Transported.

Special Checks: No Data for Special Checks.

Placard: No Cargo Tank:

State Information:

Beat/Sub Area: 851; Veh #1 Type: 55; Regulated Vehicle: N;

This copy of the report is for your information. Carriers are required to take corrective actions for all defects noted. DO NOT return this form to the California Highway Patrol. If a citation was issued, you MUST follow the instructions listed on the citation.

Signature Of Motor Carrier X _____

Title: _____ Date: _____

Report Prepared By: BENTZ

Badge #: 09374

Copy Received By: _____



STATE OF CALIFORNIA
 DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
TOW TRUCK INSPECTION GUIDE
 CHP 234B (Rev. 7-09) OPI 662

AREA NUMBER	COMPANY	CA NUMBER	DOT NUMBER	LEGEND
	YUCAIPA TOWING INC.	CA0242828	2081940	P = Pass F = Fail
YEAR	MAKE	MODEL	LICENSE NUMBER	VIN
2010	FORD	F550	8R66321	1FDAX5HR6AEA34900
GWR	EQUIPMENT TYPE (CHECK APPROPRIATE BOX)			
26,000	<input type="checkbox"/> CONVENTIONAL <input type="checkbox"/> UNDERLIFT <input type="checkbox"/> TRUCK HITCH <input checked="" type="checkbox"/> WHEEL LIFT <input type="checkbox"/> CAR CARRIER			

REQUIREMENTS FOR ALL CLASSES
CALIFORNIA VEHICLE CODE REQUIREMENTS

P	F		P	F	
		Current Registration			4000 VC
		Headlights			24400 VC
		Beam Indicator			24408 VC
		Tail Lamps			24600 VC
		License Plate Lamp			24601 VC
		Stop Lamps			24603 VC
		Rear Lamps W/Cord			24605 VC
		Backup Lamps (1969+)			24606 VC
		Reflectors, Rear			24607 VC
		Reflectors, Front and Side (1968+)			24608 VC
		Turn Signals			24951 VC
		Clearance Lamps (>80" Wide)			25100 VC
		Amber Warning Lights			25253 VC
		Warning Devices (Reflectors)			25300 VC
		Service Brakes			26311 VC
		Parking Brake			26451 VC
		Windshield			26700 VC
		Windshield Wipers			26708 VC
		Mirrors			26709 VC
		Horn			27000 VC
		Exhaust System			27150 VC
		Fuel Cap			27155 VC
		Tire Tread			27465 VC
		Fenders/Mud Guards			27600 VC
		Broom			27700 VC
		Shovel			27700 VC
		Fire Extinguisher 4B, C Rating			27700 VC
		Safety Chains			29004 VC
		Signs			27907 VC

SERVICE AND OTHER EQUIPMENT

Flashlight	Hydraulic Jack
Wrecking Bar (Large Pry Bar)	Metric and Standard Lug Wrenches
Six (6) 30-Minute Flares & 6 Reflectorized Cones, Min. 12" Ht.	Rubber Mallet / Hub Cap Tool
Trash Cans W/Absorbent	Lockout Tools (Classes A and B)
Shop Rags/Paper Towels	Motorcycle Straps (Class A)
Shop to Truck Communications (Cell phones / 2-way radio)	Sledge Hammer
Fuel in Approved Containers (Classes A and B)	Tool Kit
Booster Battery or Hot Box	ANSI Class III Safety Attire

TOWING EQUIPMENT

Rating Plates	Wrecker Controls
Controls Labeled	Throttle Control
Wrecker Boom Assembly	Hydraulic Rams, Hoses, Valves
Wheel Lift Assembly	Cable Sheaves
Body and Towing Equipment Mounting Bolts	Recovery Chain
Winch: _____ Type: _____	

WHEEL LIFT

Pivot Pin	Cradle/Straps
Wheel Tie Down Straps	Grid/Fork
"L" Arms	Claw

CONVENTIONAL

Tow Sling Assembly (Check for bent inner tubes)	Sling Pads
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CAR CARRIER

Carrier Sub Frame	Bed Safety Lock
Bed Pivot Pin	Slide Pads

VEHICLE SAFETY

Steering	Suspension
Frame	Wheels

COMMENTS

INSPECTED BY (NAME & I.D. NUMBER)	DATE	TOW OPERATOR'S SIGNATURE
-----------------------------------	------	--------------------------

Destroy Previous Editions

TOW TRUCK EQUIPMENT SPECIFICATIONS (By Class)

CLASS A

P	F	P	F
	Minimum 14,000 Pound GVWR Chassis		Tow Sling "Minimum" 3,000 Pounds (if equipped)
	4-Ton Recovery Equipment Rating		Tow Chains "Minimum" 5/16" Grade 70 with J/T Hooks
	One 4-Ton Snatch Block		Safety Chains 5/16" Alloy or OEM Specifications
	Tow Dolly		Wheel Lift Rating - Extended 3,000 Pounds
	Steering Wheel Securement Device		Adequate Crossbeams, 4"X4"X60"
	Wheel Lift Safety Straps		100' 3/8" 6 x 19 Wire Rope or OEM Specifications

CLASS A CAR CARRIER ONE VEHICLE

	Minimum 14,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material
	Loading Bridle with J/T Hook		

CLASS A CAR CARRIER TWO VEHICLE

	Minimum 19,501 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	Loading Bridle with J/T Hooks		2 Safety Chains Rated Straps w/Ratchets for Towed Vehicle
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		Adequate Crossbeams or Adequate Ramping Material

CLASS B

	Minimum 26,001 Pound GVWR Chassis		Truck Hitch with 7,000 Pound Rating (if equipped)
	16-Ton Recovery Equipment Rating		Adequate Crossbeams = 4"x6"x48"
	150' 7/16" 6 x 19 Wire Rope or OEM Specifications		Tow Chains "Minimum" 1/2" Grade 70 with JT Hooks
	Safety Chains 1/2" Alloy or OEM Specifications		Wheel Lift Rating - 10,000 Pounds / 8,000 Pounds Extended
	Two 8-Ton Snatch Blocks		Wheel Lift Safety Straps w/Tie-Down Straps or Chains
	Air Brakes or Hydraulic W/Air Hookup Package		Lift/Fork Adapters w/Tie-Down Straps or Chains
	Air Hoses and Fittings		Safety Tie-Down Chains and Binders
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Tow Bar 7,000 Pound Rating

CLASS B CAR CARRIER ONE VEHICLE

	Minimum 33,000 Pound GVWR Chassis		4 Safety Chains 5/16" Grade 70=Rated Nylon Straps w/Ratchets
	50' 3/8" 6 x 19 Wire Rope or OEM Specifications		2 Safety Chains = Rated Straps w/Ratchets for Towed Vehicle
	Loading Bridle with J/T Hooks		Adequate Cross Beams or Adequate Ramping Material
	Steering Wheel Securement Device		

CLASS C

	Minimum 48,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	25-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	200' 5/8" 6x19 Wire Rope or OEM Specifications		Pin/le Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 25,000 Pounds / 12,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Under Lift Securement Safety Chains or Straps
	Air Brakes W/Air Hookup Package		Wheel Lift Safety Straps
	Air Hoses and Fittings		Lift/Fork Adapters
	Steering Wheel Securement Device		Aluminum Tow Angles (Minimum 2)
	Axle Covers/Caps		Safety Tie-Down Chains and Binders
	Tow Sling 12,000 Pound Rating (if equipped)		Tow Bar 12,000 Pound Rating

CLASS D

	Minimum 52,000 Pound GVWR Chassis		Tow Chains 5/8" Grade 70 or OEM Specifications
	35-Ton Recovery Equipment Rating		4"x6"x48" Adequate Crossbeams (48" Minimum / (2) 4"x6"x48")
	250' 3/4" 6x19 Wire Rope or OEM Specifications		Pin/le Hook
	Safety Chains 5/8" Alloy or OEM Specifications		Under Lift Rating - 32,000 Pounds / 16,000 Pounds Extended
	Two 12-Ton Snatch Blocks		Tow Bar 20,000 Pound Rating
	Air Brakes W/Air Hookup Package		Lift/Fork Adapters
	Air Hoses and Fittings		Aluminum Tow Angles (Minimum 2)
	Steering Wheel Securement Device		Safety Tie-Down Chains and Binders
	Axle Cover/Caps		Tow Sling with 20,000 Pound Rating (if equipped)
	Under Lift Securement Safety Chains or Straps		

MAXIMUM LIFTING CAPACITY (MLC) CALCULATIONS (Refer to HPM 81.2 Annex EE)

FRONT AXLE WEIGHT (FAW), UNLOADED	WHEEL BASE (WB), IN INCHES	OVER HANG (OH), IN INCHES
FORMULA		
1/2 FAW:	x WB:	+ BY OH:
		= MLC:
CLASS OF VEHICLE BASED ON THE MLC:		

TAB 11

Section 2.d. (continued):

- Description of Yucaipa Towing's Vehicle Replacement Policy.

Yucaipa Towing's vehicle replacement policy is the following simple, yet effective two part test:

- 1) Is the vehicle 5 years old or older? If so, it is put up for sale, and the brand new model for the current year is purchased to replace the 5 year old truck. As an example, Yucaipa towing currently has 3 vehicles/pieces of equipment that are 2006 models (Ford F550 Wheel Lift, Kenworth T600 Wrecker Combo, and a Landoll Trailer). All three are up for sale, and once sold will be replaced by the 2011 models. Everything else in our tow fleet is 2008, 2009 or 2010 (the majority of vehicles).
- 2) Is the vehicle damaged or requiring repairs that would bring the safety of their future performance into question? If yes, then they are replaced.

Yucaipa Towing prides itself on operating the cleanest, newest, and best maintained tow fleet in Southern California. Our clients deserve it, and we demand it.

TAB 12

Section 2.e.:

- List of all Drivers, Supervisory and Office Personnel at Yucaipa Towing's Moreno Valley Tow Yard/Facility – *Please see next page*, which is titled "Yucaipa Towing Employee Roster". This is only a list of the 16 employees who will work out of the Moreno Valley facility (not a list of all employees at the 5 additional Yucaipa Towing tow yards in other jurisdictions).
- The Yucaipa Towing Employee Roster provides the name of the employee, and the title/employment description (owner, CFO, tow manager, driver, office manager, lead dispatcher and dispatcher).

Yucaipa Towing Employee Roster

George Acosta	Owner / Driver
Carlos Contreras Angulo	Driver
Andrew Treanor	Driver
George Acosta Jr.	Driver / Tow Manager
Rocky Agbara	Driver
Trenton Hawley	Driver
Louis Sharples	Driver
Julian Morgan	Driver
Josh Sanchez	Driver
Raul Garcia	Driver
Luis Quintero	Driver
Tonya Fisher	Office Manager
Carlos Angulo Jr.	Lead Dispatcher
Cindy Wallace	Dispatcher
Alan Chamberlien	Dispatcher
Yvonne Acosta	C.F.O

TAB 13

Section 2.e. (continued):

- Description of Yucaipa Towing's Recruitment, Training, and Customer Service Practices.
 - Recruitment – Yucaipa Towing utilizes a number of different methods to recruit the highest quality drivers, management and office staff. From internet job postings to referrals from current employees, Yucaipa Towing places the focus of its recruitment not on the number of resumes it receives, but on the interviews, testing and extensive background checks we conduct for everyone who wants to work for our company. Applicants are photographed and fingerprinted. We also check to see if an applicant has been convicted or pled guilty of a felony in the past 10 years. Applicants also must have the proper class of driver's license, and be road tested with a Yucaipa Towing Supervisor prior to employment. We research whether their license(s) have ever been suspended, refused or revoked, and the reason for same. The applicant also undergoes a physical, check for history of fainting and epilepsy, and drug testing to ensure that they are physically capable of performing in an industry that requires great precision and safety. Yucaipa Towing employees must be both physically and mentally able to perform at the highest levels.
 - Training – After passing all of the above tests and background checks, Yucaipa Towing conducts an in depth training program that varies depending on the job requirements of the new hire's position. Driver's are not only road tested, but are accompanied by a supervisor for the period of time necessary to ensure that they can competently, safely and expediently perform their job. Yucaipa Towing also regularly conducts Safety Training and Substance Abuse/Addiction Education (*please also see Tab 15 – Substance Abuse Testing and Education policy; and Tab 22 – Safety Manual*).

- **Customer Service** – As is discussed in the Section (Tab 14), Yucaipa Towing's motto is "Totally Satisfied", which means 1) Creatively, safely, and energetically meeting the client's needs; 2) Always being an industry leader and advocating for the towing industry; 3) Total, 24hr., dedication to the job; and 4) Doing everything necessary to maintain a stellar reputation with the public. At Yucaipa Towing we know that the only way to succeed in our industry is to provide the best service to our customers and the community at large. We always strive to respond to any calls, emails or other inquiries as quickly as possible (even when they are not calls for tow service). We also train our employees to really listen to the requests and needs of all of our customers and clients. If one of our employees does not know the answer to a client's question or how to safely accomplish something a client has asked of him or her, then they are instructed to refer the question or request to their supervisor. There is someone at Yucaipa towing who knows the answer to the question or how to "get the job done".

TAB 14

Section 3.a.:

- A Brief History of Yucaipa Towing and its towing services experience. This history will include the experience of Yucaipa Towing's key management personnel.

History of Yucaipa Towing

George Acosta is the owner and Chief Executive Officer of Yucaipa Towing. He had grown up in the auto body business, and was, from an early age, always intrigued by the different types of equipment used to tow vehicles to the auto body shop. George loved the idea that tow truck operators helped people every day who were stranded, and many times scared or upset by the situation in which their inoperable vehicle had left them.

Throughout his years working in the auto body business George's keen interest in towing never went away. So, in 1992 Mr. Acosta purchased Yucaipa Towing. For the next 10 years he operated a small towing business of two trucks out of his Yucaipa tow yard. From 1992 to 2002 Yucaipa Towing held contracts to tow with the California Highway Patrol and the Yucaipa Sheriff's Department.

In 2003 George rented a second tow yard, opened an office and expanded his operation to Moreno Valley. He was awarded a contract with AAA for the City of Moreno Valley. In 2004, Yucaipa Towing was added to the MVPD and CHP Rotational Lists for the Moreno Valley area.

Yucaipa Towing's hard work and success in Moreno Valley and Yucaipa afforded George the opportunity to expand to the following other local jurisdictions:

2008 -- Rented a tow yard and expanded to Beaumont.

Rotations: Beaumont PD, Riverside County Sheriff, and CHP for Beaumont area.

2009 -- Purchased and developed a tow yard in Temecula.

Rotations: Temecula PD, Riverside County Sheriff, and CHP for Temecula area.

2009 – Purchased and improved a tow yard in Perris.

Rotations: Perris PD, State Parks, Riverside County Sheriff, and CHP for the Perris area.

2009 – Purchased existing towing business and yard in Vista.

Despite operating in a number of different jurisdictions, and servicing contracts with 10 different agencies, Yucaipa Towing and Mr. Acosta endeavor every day to provide the highest quality service, timeliness, and ethical business practice to all of its customers and the public at large (who we must always consider to be one of our most important clients).

Yucaipa Towing's motto is "Totally Satisfied", which means 1) Creatively, safely, and energetically meeting the client's needs; 2) Always being an industry leader and advocating for the towing industry; 3) Total, 24hr., dedication to the job; and 4) Doing everything necessary to maintain a stellar reputation with the public.

Yucaipa Towing sincerely hopes to continue the positive service relationship it has with entire Moreno Valley community.

TAB 15

Section 3.b.:

- Description of Yucaipa Towing's ongoing programs and policies to identify Substance Abuse and ensure the maintenance of an Alcohol and Drug Free Workplace.
- There are three main components to Yucaipa Towing's ongoing program to maintain an alcohol and drug free work environment. They are as follows:
 - Testing – Yucaipa Towing has hired U.S. Health Works Medical Group to regularly and randomly drug test all of its employees. The next page in this Tab 15 provides a list of all Yucaipa Towing employees that are in the DOT testing pool.
 - Education – Yucaipa Towing holds regular employee/driver safety meetings. These safety meetings include training and discussion of issues related to avoiding, identifying and treating substance abuse, and how to maintain a drug and alcohol free work environment.
 - Policy – Yucaipa Towing has developed, and regularly updates, its official company Drug and Alcohol Policy Manual, and holds all of its employees to the Manual's strict and comprehensive standards. The Drug and Alcohol Policy Manual is attached for your review.

DOT Pool Name: Yucaipa Towing

110713 Yucaipa Towing Inc		Total Employees: 31				
EMP #	FIRST NAME	LAST NAME	SSN	TITLE	STATUS	ENROLLED
90769	George	Acosta	[REDACTED]		DOT	5/4/2007
438398	Ricky	Agbara	[REDACTED]		DOT	5/12/2010
494040	Jeanette	Alvarez	[REDACTED]		DOT	9/9/2010
494041	Carlos	Angulo	[REDACTED]		DOT	9/9/2010
494039	Javier	Baron	[REDACTED]		DOT	9/9/2010
494038	Lazaro	Baron	[REDACTED]		DOT	9/9/2010
494037	Kristen	Campbell	[REDACTED]		DOT	9/9/2010
438396	Juan	Carrillo	[REDACTED]		DOT	5/12/2010
494036	Alan	Chamberlin	[REDACTED]		DOT	9/9/2010
90762	Carlos	Contreras	[REDACTED]		DOT	5/4/2007
438384	Brian	Fereetiz	[REDACTED]		DOT	5/12/2010
438394	Jose	Ferretiz	[REDACTED]		DOT	5/12/2010
438392	Raul	Gallegos	[REDACTED]		DOT	5/12/2010
438381	Raul	Garcia	[REDACTED]		DOT	5/12/2010
438401	Lantz	Greene	[REDACTED]		DOT	5/12/2010
494034	Teryn	Hawley	[REDACTED]		DOT	9/9/2010
438400	Tonya	Hawley	[REDACTED]		DOT	5/12/2010
438386	Trenton	Hawley	[REDACTED]		DOT	5/12/2010
494035	Elias	Husbaldo	[REDACTED]		DOT	9/9/2010
438385	Chris	Kirk	[REDACTED]		DOT	5/12/2010
438393	Juan	Manduyanorubio	[REDACTED]		DOT	5/12/2010
438399	Julian	Morgan	[REDACTED]		DOT	5/12/2010
438397	Luis	Quintero	[REDACTED]		DOT	5/12/2010
438389	Jason	Sanchez	[REDACTED]		DOT	5/12/2010
494033	Josh	Sanchez	[REDACTED]		DOT	9/9/2010
494031	Charles	Scruggs	[REDACTED]		DOT	9/9/2010
494032	Louis	Sharples	[REDACTED]		DOT	9/9/2010
438391	Andrew	Treanor	[REDACTED]		DOT	5/12/2010
438382	Hector	Vivanco	[REDACTED]		DOT	5/12/2010
494030	Cindy	Wallace	[REDACTED]		DOT	9/9/2010
438383	Louie	Willson	[REDACTED]		DOT	5/12/2010

ALCOHOL AND CONTROLLED SUBSTANCE EDUCATION & TESTING POLICY

FOR YUCAIPA TOWING DRIVERS AND EMPLOYEES

Yucaipa Towing recognizes the critical and growing problem alcohol and controlled substance abuse poses. It is the policy of Yucaipa Towing to provide and maintain a safe, healthy and productive work environment for our drivers and other employees. This policy applies to all management, drivers, office employees, and applicants for driver and office employee positions.

The use, possession, sale, purchase or transfer of any controlled substances, except as medically prescribed, on Yucaipa Towing property, while on Yucaipa Towing business, or while operating Yucaipa Towing vehicles and equipment, is prohibited. Drinking alcoholic beverages during working hours, 4 hours before reporting to work or having any measurable amount of alcohol in his/her system during working hours is prohibited, whether on or off Yucaipa Towing property. Working hours include all breaks. Off-duty use of drugs and alcohol is prohibited to the extent it affects a driver's attendance or performance and his/her ability to pass required DOT alcohol and controlled substance tests. Any violation of this policy is grounds for termination as a driver or other employee, and could result in legal prosecution.

Since physician-directed use of drugs can affect behavior and performance, drivers are encouraged to advise their supervisor whenever they are taking drugs for medical reasons. When such use of drugs adversely affects job performance or safety, it is in the best interest of the driver, co-workers, and Yucaipa Towing that the driver or other employee takes sick or vacation days, or, if necessary, unpaid leave, in accordance with Yucaipa Towing leave policies.

The execution and enforcement of this policy will follow set procedures to screen body fluids, conduct breath testing, and/or search all employees/applicants for alcohol and drug use, and those employees suspected of violating this policy who are involved in a U.S. Department of Transportation (USDOT) reportable accident or who are periodically or randomly selected pursuant to this policy. The procedures are designed not only to detect violations of this policy but also to ensure fairness to each employee. Disciplinary action will be taken as necessary.

The management/ownership of Yucaipa Towing is responsible for communicating this policy to all drivers and is accountable for its consistent enforcement.

GENERAL OVERVIEW OF DRUG TESTING POLICY

Commercial driving companies and their employees are often confused about what regulations cover drug-testing of drivers. Urine drug testing became mandatory for commercial drivers in 1989, and an amendment in 1994 added breath-alcohol testing in certain circumstances.

1. Only one type of drug screening can be given to those commercial drivers: a five-panel drug screen on a federal chain of custody form. The standard drug screening covers the following drugs:

Amphetamines

Cocaine

Marijuana

Opiates

Phencyclidine (PCP)

2. It's clearly defined in Title 49 of the CFR that all drivers falling under FMCSA or DOT regulations need to be part of a random consortium where a certain percentage of drivers are pulled each quarter for random drug or alcohol testing. Yucaipa Towing utilizes such a program for random testing. It's best practice to have a contracted third party doing these pulls so that all bias and error is removed.

Pre-Employment

3. The five-panel drug screen is required, along with a physical, prior to employment. A re-certification physical is also required every two years. Breath-alcohol testing is not required for employment.
4. If an accident occurs while an employee is operating a company-owned vehicle, a Department of Transportation drug screening and breath alcohol test must be administered within three hours of the event.
5. DOT agencies have different percentages assigned on how many drivers must be pulled annually for random screens. FMCSA's (Federal Motor Carrier Safety Administration) standards, and Yucaipa Towing's, are as follows:
 - 50 percent drug testing
 - 10 percent breath alcoholOwner/operators and small numbers of drivers can enter a larger consortium. Reasonable Suspicion, Return-to-Duty
6. Yucaipa Towing can require that a driver or other employee submit to testing for drugs and alcohol if they have reason to believe that the driver has violated any federal, state or company policies regarding controlled substances. The decision to test must be based on definitive observations in which the employee has exhibited uncharacteristic behavior, and it must be made by a trained supervisor.

If any of the above tests have resulted in a positive result and Yucaipa Towing has allowed an employee to complete a rehabilitation program in order to remain employed, that employee must test negative for drugs and alcohol before returning to his previous position.

SAFETY-SENSITIVE FUNCTION – DEFINED

Performing a safety-sensitive function means a driver or other employee is considered to be performing a safety-sensitive function during any period in which he or she is actually performing, ready to perform, or immediately available to perform any safety-sensitive functions.

A safety-sensitive function is defined as:

1. All time spent at a facility, or other property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by Yucaipa Towing.
2. All time spent inspecting equipment, otherwise inspecting, servicing, or conditioning any motor vehicle at any time.
3. All driving time spent at the driving controls of a motor vehicle in operation.
4. All time, other than driving time, in or upon any motor vehicle.
5. All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, or remaining in readiness to operate the vehicle.
6. All time spent performing the driver requirements relating to an accident.
7. All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

PROHIBITED CONDUCT

The following shall be considered prohibited conduct for purposes of this policy:

1. No employee shall report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcoholic concentration of .04 or greater.
2. No employee shall be on duty or operate a commercial vehicle while the employee possesses alcohol.

3. No employee shall use alcohol while performing safety-sensitive functions.
4. No employee shall perform a safety-sensitive function within 4 (four) hours after using alcohol.
5. No employee required to take a post-accident test shall use alcohol for 8 (eight) hours following the accident or until he or she undergoes a post-accident test, whichever occurs first.
6. No employee shall refuse to submit to a post-accident, random, reasonable, suspicion, return-to-duty, or follow-up alcohol or drug test.
7. An employee is prohibited from reporting for duty or remaining on duty when the employee uses any controlled substance except when the use is pursuant to the written instructions of a physician who has advised the employee that the substance will not adversely affect their ability to safely perform their duties. The employee must provide Yucaipa Towing with proof of such medical advice. The supervisor can decide if the employee can remain at work or what work restrictions are necessary.
8. Any employee who is using a prescribed drug or other medication which is known or advertised as possibly affecting or impairing judgment, coordination, or other sense, or which may adversely affect the employees ability to perform work in a safe and productive manner, must notify their supervisor prior to starting work. The supervisor will decide if the employee can remain at work or what work restrictions are necessary.
9. Ingestion of products that contain hemp will not be an acceptable explanation for testing positive for marijuana.

TESTING OF DRIVERS

Drivers and other Yucaipa Towing employees will be tested under the following circumstances:

A. Pre-Employment

Under no circumstances will an individual be placed on the payroll without proof of a successful completion of a drug test. Any individual who refuses to submit to such a test or has a positive controlled substance test result will not be considered for employment with Yucaipa Towing.

B. Random

Yucaipa Towing, through its privately contracted testing agency, will conduct random drug and alcohol tests. The corporation will submit all employees' names to a random selection system. Random selections will be spread throughout the year. The corporation will drug test 50% of the number of employees in each calendar year or at a rate established by the USDOT for the given year.

If an employee is selected at random for either test, Yucaipa Towing will notify the employee. Once the employee is notified, he or she must proceed to the designated collection site immediately. If the employee does not go to the collections site as soon as possible after notification, such inaction may be considered a refusal to test.

C. Post-Accident

Drivers are required to submit to drug and alcohol testing as soon as possible following a "DOT" accident that involves:

1. A fatality; or
2. The employee receives a citation for a moving violation arising from the accident that involved: a) bodily injury to a person who, as a result of the injury, receives medical treatment away from the scene of the accident; or b) one or more motor vehicles incurring disabling damage as a result of the accident, requiring the vehicle to be transported away from the scene by a tow truck or other vehicle.

A driver who is subject to post-accident testing shall remain readily available for such testing. Nothing in this section shall be construed to require the delay of necessary medical treatment or to prohibit the driver from leaving the scene of an accident for a period necessary to obtain assistance in responding to the accident, or to obtain necessary medical care.

D. Reasonable Suspicion

Yucaipa Towing is required to test for the use of alcohol and controlled substances upon "reasonable suspicion." A reasonable suspicion test is required when based upon specific, contemporaneous, and articulable observation concerning the behavior, speech, body odor, or appearance of a driver while on duty are indicative of the use of alcohol and/or controlled substances. A supervisor of Yucaipa Towing who is so trained in accordance with the USDOT regulations must witness the conduct. The mere possession of alcohol does not constitute a need for an alcohol test. The witness must have received training in

the detection of probable alcohol and drug use by observing a person's behavior. The witness shall not conduct the alcohol test of the driver.

Alcohol testing is authorized only if the observations are made during, just before, or just after the period of the workday of the driver or employee. A written record shall be made of the observations leading to an alcohol and/or controlled substance test. This record is to be signed by the supervisor who made the observations.

If a reasonable suspicion alcohol test is not administered within two hours following the observations, the witness shall prepare and maintain on file a record stating the reasons the alcohol test was not administered promptly. In addition, if not administered within eight hours, all attempts to administer the test shall cease. A record shall be prepared and maintained stating why the alcohol test was not administered.

E. Return to Duty Testing

A return to duty test will be required for all employees who have violated this policy. The employee may not return to duty until he or she passes a drug test and/or tests below a .02 for breath alcohol and the medical review officer (MRO) or the substance abuse professional (SAP) and Yucaipa Towing have determined that the employee may return to duty.

F. Follow-Up Testing

Any employee who has returned to work following a violation of this drug and alcohol policy will be subject to follow-up testing. At a minimum six follow-up tests will be required within the first 12 months following an employee's return to work and less frequently during the next 4 years. Employees will be tested in accordance with USDOT regulations and the recommendations of the SAP.

TESTING PROCEDURES

The following testing procedures are to be strictly observed by any collection facility and/or laboratory contracted with by Yucaipa Towing in order to carry out its drug and alcohol testing program.

Controlled substance testing procedures include the following:

1. Chain of Custody

Chain of custody is defined as procedures to account for the integrity of each urine specimen by tracking its handling and storage from point of specimen collection to final

disposition of the specimen. These procedures will require an approved chain-of-custody form.

2. Preparation for Testing

- A. use of tamperproof seal system designed in a manner that a specimen bottle top can be sealed against undetected opening and the bottle has means for identification of the test subject, either by number or some other confidential
- B. Use of shipping container in which one or more specimens and associated paper work may be transferred and which can be sealed and initiated to prevent undetected tampering.

3. Specimen Collection

Specimen collection will be done at collection sites designated by Yucaipa Towing, the testing agency or the DOT.

4. Laboratory Analysis

Laboratory analysis of all specimens collected will be done by an approved collection facility under all federal guidelines.

Urine Collection Procedures:

1. The testing procedure starts with the collection of a urine specimen.
2. Collection procedures will follow the specific guidelines set forth by the USDOT as outlined in the published collection procedure guidelines.
3. Employees will be directed to empty their pockets and display the contents to the collector.
4. Employees will be allowed privacy during the collection process except as noted in number 5 below,
5. Observed collections are required by USDOT if:
 - a. The specimen is determined invalid and there is no medical explanation.
 - b. The collector observes evidence of an employee's attempt to tamper with the specimen.
 - c. The temperature of the specimen is out of range.
 - d. The specimen appears to have been tampered with.

6. Observed collections may be required on return to duty and follow-up tests.
7. As part of the collection process, the specimen provided will be split into two portions; a primary specimen and a secondary (split) specimen.
8. If the employee is unable to provide 45 ml of urine, the DOT "shy bladder" rule will apply. The employee will have up to 3 hours to provide the required 45 ml, and may consume up to 40 ounces of fluids during this time period. The employee will be required to be monitored during the waiting period.
9. After collection, the specimen will be submitted to a SAMHSA certified laboratory for testing.

Laboratory Procedures:

Drug testing will be performed through urinalysis. Urinalysis will test for the presence of drugs and/or metabolites of the following controlled substances:

1. Marijuana;
2. Cocaine;
3. Opiates;
4. Amphetamines; and
5. Phencyclidine (PCP).

The SAMHSA certified laboratory will perform initial screenings on all primary specimens. In the event that the primal specimen tests positive, a confirmation test of that specimen will automatically be performed. If the confirmatory test is positive it will be reported to the Medical Review Officer (MRO) as a positive.

Validity Testing:

The laboratory must also perform validity testing on each specimen received. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted. The following will be measured: creatine level, specific gravity, and pH. In addition, all specimens will be tested for known adulterants. An initial validity is performed first, followed by a confirmation test as required.

All laboratory results will be reported by the laboratory to a MRO designated by the Company or its agents.

MRO Procedures:

1. All tests results will undergo a review process by the MRO
2. Negative test results will be reported directly to the Yucaipa Towing by the MRO.
3. Positive, adulterated or substituted results will be handled in the following manner by the MRO:
 - a. Before reporting a positive, adulterated or substituted test result to Yucaipa Towing, the MRO will attempt to contact the employee to discuss the test result.
 - b. The employee is required to discuss the result with the MRO. The employee will be allowed to explain and present medical documentation to explain any permissible use of a drug.
 - c. For adulterated or substituted results, the employee must demonstrate that he or she did produce or could have produced urine, through physiological means, a specimen meeting the creatine and specific gravity criteria of a substituted or adulterated specimen.
 - d. If the MRO is unable to contact the employee directly, the MRO will contact the Yucaipa Towing Supervisor who shall contact the employee and direct the employee to contact the MRO. Upon being so directed, the employee shall contact the MRO immediately or, if the MRO is unavailable, at the start of the MRO's next business day.
 - e. If, after failing to contact the MRO within 72 hours after being instructed to do so by the Yucaipa Towing Supervisor or if the employee cannot be contacted at all within ten (10) days, or the employee expressly declines the opportunity to discuss the test, the MRO may verify the test as positive or a refusal.
 - f. In the MRO's sole discretion, a determination will be made as to whether a result is verified as positive, negative or considered a refusal.
 - g. After any verified positive or refusal to test determination, the employee may petition the MRO to reopen the case for reconsideration.
4. Diluted Specimens: If a specimen is reported diluted by the laboratory, the MRO will report this information to the Yucaipa Towing Supervisor. Yucaipa Towing requires an immediate recollect for another test. The result of this test will stand as the final result.

Medical Information Disclosure:

Pursuant to USDOT regulations, if, in the MRO's opinion, any information provided may mean a medical disqualification or represent a safety hazard, such as the use of certain prescription drugs, the MRO must disclose this to the Yucaipa Towing Supervisor. Individual test results for applicants and employees will be released to Yucaipa Towing Management and will be kept strictly confidential unless consent for the release of the test result has been obtained.

SPLIT SPECIMEN TESTING PROTOCOL

An employee may request that the "split" portion of his/her specimen be tested at a different SAMHSA laboratory if he/she was notified by the MRO that his/her test result was positive, adulterated or substituted. The request must be made to the MRO within 72 hours of being notified of a verified positive, adulterated or substituted result. The MRO will arrange for all procedures to be done in accordance with split specimen testing procedures.

The cost of a split specimen test will be the responsibility of the employee. Yucaipa Towing will withhold the amount of the cost of testing the split specimen from the employee's pay unless other arrangements are acceptable to both the employee and Yucaipa Towing. If the employee makes a timely request to the MRO for the split portion to be tested, the MRO shall immediately make arrangements with the laboratory to initiate the process.

ALCOHOL TESTING PROCEDURES

1. Testing Devices

Alcohol tests are to be conducted with ONLY evidential breath testing devices (EBT's) approved by the National Highway Traffic Safety Administration (NHTSA) on their Conforming Products List (CPL). The rules allow the use of EBT's for the initial screening test that is on the CPL, that does not meet the additional requirements for the confirmation test (e.g. sequential numbering and print-out capability).

2. Test Administrators

Only a Breath Alcohol Technician (BAT) that has had proper training may administer breath alcohol tests. Reasonable cause tests may not be conducted by the person making the determination that reasonable suspicion exists to conduct an alcohol test.

3. Test Procedures

The BAT will perform an initial alcohol screen. If the initial screen results in a Blood Alcohol Concentration (BAC) of .02% or above, a confirmation test is required. Any tests resulting in a BAC of less than .02% will be considered negative. The BAT will wait a minimum of 15 minutes, before administering the confirmation test. Confirmation tests must be performed within 30 minutes. If the confirmation test indicates a BAC of .020 to .039, the employee shall be removed from duty for 24 hours or until his/her next scheduled on-duty time, whichever is longer. Employees with test indicating a BAC of .04 or greater are considered to have engaged in prohibited conduct which may result in disciplinary action up to and including termination. All alcohol tests shall be performed just prior to, during or just after performing a safety sensitive function.

REFUSAL TO TEST

Refusal to submit to the types of drug and alcohol test required by this policy will be grounds to discipline to CDL employees. A refusal to test includes any of the following situations:

1. Failing to appear for any test within a reasonable time after being directed to do so.
2. Failing to remain at the testing site until the testing process is completed.
3. Failure to provide a breath sample, saliva sample or urine sample as directed.
4. Failure to permit, if the situation requires, the observation or monitoring of providing a urine specimen.
5. Failure to provide a urine, breath or saliva specimen within required time frames may be considered a refusal. If an employee cannot produce a sufficient quantity of urine or breath, he/she will be directed to be evaluated by a physician of Yucaipa Towing's choice. If the physician cannot find a legitimate medical explanation for the inability to provide a specimen, it will be considered a refusal to test. In that circumstance the employee has violated one of the prohibitions of the USDOT regulations.
6. Failure to undergo a medical examination or evaluation as directed by the MRO as part of the verification process or as directed by the transportation director as part of the "shy bladder" or "insufficient breath" situation.
7. Failure or declining to take a second test as required by USDOT regulations.

8. Failure to cooperate with any part of the testing process and/or conduct that would obstruct the proper administration of a test. (e.g., refusing to empty pockets when so directed by the collector or behave in a confrontational way that disrupts the collection process.
9. Refusing to sign step two of the alcohol testing form.
10. A report from the MRO that the employee has a verified adulterated or substituted test result.

CONFIDENTIALITY

All information obtained in the course of testing of drivers and other employees shall be protected as confidential medical information. No data concerning this information will be made a part of the employee's personnel file or will be provided to any other party without the direct written consent of the driver.

Employees are entitled upon written request to obtain copies of any records pertaining to their use of alcohol or controlled substances, including any records pertaining to his or her alcohol or controlled substance tests.

Yucaipa Towing may release information as follows:

1. Copies of the results of alcohol or drug testing to an identified person provided the employee has provided written consent.
2. Copies of information requested by the Secretary of Transportation, and USDOT agency, or any state or local official with regulatory control over the corporation or its employees.
3. The results of post-accident testing when requested by the National Transportation Safety Board as part of an accident investigation.
4. Legal proceedings including lawsuits involving wrongful discharge action, grievances, and administrative proceedings brought on by or on behalf of an employee and resulting from a positive DOT drug or alcohol test or a refusal to test, and/or criminal or civil actions.

DISCIPLINARY ACTIONS FOR POLICY VIOLATIONS

Drivers and other employees found to commit any conduct prohibited by this policy, including refusal to test, and/or testing positive for alcohol (.04 or greater) or for a controlled substance shall be prohibited from driving or performing a safety-sensitive function for Yucaipa Towing. Such employee will be provided with the names, addresses, and telephone numbers of qualified

substance abuse professionals (SAPs) who are approved by Yucaipa Towing. To be able to return to duty the employee must complete the following steps:

1. Complete an evaluation with a SAP.
2. Complete any rehabilitation and/or evaluation required by the SAP.
3. Be re-evaluated by the SAP and obtain written confirmation of satisfactory completion of all recommendations.
4. Complete a return to duty test that is issued with a negative result.
5. As a condition of continued employment, the employee will be required to submit to a minimum of 6 unannounced follow-up tests in the next 12 months after returning to work.

Follow-up testing is separate from and in addition to the reasonable suspicion, post-accident, and random testing. The schedule of follow-up testing shall be unannounced and in accordance with the instructions of the SAP. The cost of any SAP evaluation, prescribed treatment and follow-up testing shall be paid for by the employee. In addition, the employee will be subject to any Yucaipa Towing policy dealing with the use of alcohol and controlled substances.

Drivers testing .02 or greater but less than .04 shall not drive or perform safety sensitive functions for Yucaipa Towing, nor shall Yucaipa Towing permit the driver to perform or continue to perform safety-sensitive functions, until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test. The driver also becomes subject to any other Yucaipa Towing policy dealing with the use of alcohol and controlled substances.

EDUCATIONAL MATERIALS

Yucaipa Towing will provide education materials that explain the requirements of Federal Motor Carrier Safety regulations, consequences of violating the regulations, and the corporations' policies and procedures with respect to meeting these requirements. Materials will also be provided concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life. Employees are required to attend an educational meeting to discuss Yucaipa Towing's policies and procedures and to review all that he or she has received a copy of these materials. Yucaipa Towing will provide these materials to employees prior to the start of the testing required by this policy and to any employee who is hired or transferred into a position requiring a CDL.

TRAINING OF SUPERVISORS AND DRIVERS

Supervisor Training:

Yucaipa Towing Management and Supervisors are the key to a drug free work environment. At a minimum, the Management and Supervisors will receive basic training and orientation on:

1. The identification of behavioral and physiological signs of alcohol and drug abuse.
2. How to recognize counsel and document employees whose performance has deteriorated.
3. How and when to suggest and/or require the services of the Employee Assistance Program (EAP), or any other drug/alcohol assistance program.

Driver/Employee Training:

The driver/employee training program will consist of:

1. Explanation of the effects and consequences of alcohol and controlled substance use on personal health, safety and work environment.
2. The manifestations and behavioral causes that may indicate alcohol and controlled substance use or abuse.
3. Information and materials required by federal regulations.

The training of management, supervisors, drivers, and other employees will be documented.

TAB 16

Section 3.c.:

- How Yucaipa Towing will provide required Monthly Reports (tracking of stored/impounded vehicles and release of vehicles).

Yucaipa Towing currently utilizes a software program to internally track all service calls and their results (tow, impound, etc...), and the disposition of the vehicles after tow/impound. Yucaipa Towing will submit a monthly report to the City and MVPD within 10 business days of the last day of the month. This report will detail:

- 1) Number of City and MVPD impounds;
- 2) Number of times dispatched by City or MVPD;
- 3) Number of dispatched calls that result in impounds;
- 4) Total number of lien sales, and proper reporting and receipts for those lien sales;
- 5) Total number of vehicles sold under low value vehicles;
- 6) Total number of calls which require more than one hour's time to complete.
- 7) Yucaipa Towing will ensure that all drivers respond to dispatched calls within 20 minutes.

In addition, Yucaipa Towing currently receives a monthly tow total report from the MVPD. This is list of all vehicles Yucaipa Towing has towed/impounded on behalf of the MVPD in a given month. Once received, Yucaipa Towing reviews the list and prepares a report that is sent back to the MVPD that details the disposition of all service calls and all towed/impounded vehicles (i.e. lien sold, repossessed, or customer pick-up). Receipts for all of these transactions are also copied and forwarded to the MVPD with the report.

Yucaipa Towing proposes utilizing the systems described above to provide the City and MVPD with the required Monthly Reports. If a different system for tracking of stored/impounded vehicles and release of vehicles is desired by the City of Moreno Valley, Yucaipa Towing will ensure that it does everything necessary to implement such a system.

TAB 17

Section 3.d.:

- **Certificate of Insurance Evidencing City's Minimum Coverage Limits.**
Please see the following 3 pages which include:
 - **Certificate of Liability Insurance issued by State National Ins. Co.**
This policy provides all minimum coverage types and amounts as detailed in Attachment 2 to the RFP (Sample Agreement). This policy also names the City of Moreno Valley as additional insured. This policy is valid through 4/6/11.
 - **Certificate of Workers' Compensation Insurance issued by State Fund.**
 - **Yucaipa Towing's Insurance Broker's Contact Information – Sea Crest Insurance.**

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/7/2010

PRODUCER
Sea Crest Insurance Agency, Inc.
25255 Cabot Rd #205
Laguna Hills, CA 92653
(949) 951-5900

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Yucaipa Towing, Inc.
14035 Tuscan Court
Riverside, CA 92508
951-247-3010

INSURERS AFFORDING COVERAGE		NAIC#
INSURER A	State National Insurance Co	12831
INSURER B		
INSURER C		
INSURER D		
INSURER E		

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

GEN LTR	PORT INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMSMADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Premises GENL. AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	TIP 002998	04/06/10	04/06/11	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/PROP AGG \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALLOWED ALTDG <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> Hired AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> U/M 60,000	TIP 002998	04/06/10	04/06/11	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
		EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMSMADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A		OTHER On Hook	TIP 002998	04/06/10	04/06/11	E.L. DISEASE - POLICY LIMIT \$
A		Garagekeepers	TIP 002998	04/06/10	04/06/11	\$ 250,000 Per Occ
A		Physical Damage	TIP 002998	04/06/10	04/06/11	\$ 250,000 Per Occ Comp & Coll ded 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Additional Insured:
City of Moreno Valley
14177 Frederick St
Moreno Valley, CA 92552

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

[Signature]



P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 09-17-2008

GROUP:
POLICY NUMBER: 1826237-2008
CERTIFICATE ID: 7
CERTIFICATE EXPIRES: 08-01-2010
08-01-2008/08-01-2010
THIS CERTIFICATE SUPERSEDES AND CORRECTS
CERTIFICATE # 6 DATED 08-01-2008
CAF: 0242828
INCEPTION DATE: 08-01-2008
DB: 53

CALIFORNIA DEPARTMENT OF MOTOR VEHICLES SJ
MOTOR CARRIER PERMIT BRANCH
PO BOX 992370
SACRAMENTO CA 94232-1700

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Murray
AUTHORIZED REPRESENTATIVE

Janet Frank
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #1600 - GEORGE ACOSTA PRES, TREA, SEC - EXCLUDED.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 08-01-2008 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

YUCAIPA TOWING, INC DBA: YUCAIPA TOWING, INC
1160 BROOKSIDE AVE STE K
REDLANDS CA 92373

[WY2CS]

Yucipa TOWING

Business Insurance Information

Sea Crest Insurance
25255 Cabot Rd.
Laguna Hills CA. 92653
949-951-5900
Phone
949-951-0181
Fax

Agent: Mark Cruz

TAB 18

Section 3.e.:

- **Years of Experience as an Official Police/City Tow Service Provider:**
 - **Yucaipa Towing, Inc. has been in business for over 19 years (since 1992). In that period of time Yucaipa Towing has grown to the point that it is currently an official tow service provider to 9 different police/city jurisdictions (*please see Tab 19 for the complete list*). Yucaipa Towing now operates 6 different tow yards in those various jurisdictions (including Moreno Valley).**
 - **Yucaipa Towing has operated in the City of Moreno Valley for 8 years (since 2003 – when Yucaipa Towing was awarded the Moreno Valley area contract by AAA).**
 - **In 2004, Yucaipa Towing was awarded both the Moreno Valley Police Department tow service contract, and was added to the CHP's rotational list for the Moreno Valley area.**

TAB 19

Section 3.f.:

- List of Contracts and Contact Information for other Towing Business that Yucaipa Towing currently has or has had in the past five years that is similar to the City's requirements – *Please see next page for complete list.*

Yucaipa Towing Inc.

Contacts / Contracts

Cabazon Sherriff's Department	Sgt. Conrad Cease	(951) 922-7103
California State Parks	Kathy Gray	(951) 940-5600
City of Perris, Riverside County Sherriff, Murrieta and Canyon Lake Station	Sgt. Dan Lingo	(951) 210-1058
Beaumont Police Department	Sgt. Jeremy Dorough	(951) 572-3198
Yucaipa Sherriff's Department	Sgt. Fred Gonzalez	(909) 790-3105
Moreno Valley Police Department	Sgt. Jackie Horton	(951) 486-6926
Riverside California Highway Patrol	Officer Al Graziano	(951) 637-8000
Temecula Police Department	Sgt. Mark Leggitt	(951) 696-3042
Temecula California Highway Patrol	Officer Sig Zavala	(951) 506-2000
AAA	Dave Goodman	(909) 364-1500

TAB 20

Section 3.g.:

- **List of Any Complaints that Yucaipa Towing has received from Cities it has contracted with within the Past Two Years – None.**

TAB 21

Section 3.h.:

- Suspension or Termination from a towing program operated by another governmental agency; reason for suspension or termination; and remediation.

Although Yucaipa Towing has never been suspended or terminated from a towing program by any other governmental agency with which it does business, Yucaipa Towing did receive a letter on 12/23/09 from Susan Bovee of the City of Moreno Valley Business Division. This letter revoked Yucaipa Towing's Business License for one (1) day.

The letter of revocation was sent because the City did not have an updated list of Yucaipa Towing tow truck drivers that had been life scanned. 3 of our drivers needed to have updated life scans.

In order to immediately remedy our oversight, and return to compliance with the City's Municipal Code we made certain that the life scans for all three drivers were completed on the same day the letter of revocation was received. Yucaipa Towing's Moreno Valley Business License was reinstated the next day.

Yucaipa Towing was never thrown off the Rotational List for this single day mistake, and we sincerely appreciate the City's understanding in allowing us to quickly remedy the issue.

A copy of the letter of revocation is attached for your review.



CITY OF MORENO VALLEY

City Hall
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92562-0805
Phone (951) 413-3080 - FAX (951) 413-3066

Yucaipa Towing, Inc (Tow Yard)
C / O George Acosta
14035 Tuscany Ct
Riverside, CA 92508

Date: December 23, 2009
License No: 12B56
Expiration Date: 12/31/2009

REVOKED

Dear Business Owner:

Re: Business License Application / Renewal

We are unable to process your application / renewal at this time because:

- You did not sign the application. Please sign and return.
- You must complete Step 1-3, "Calculate Gross Receipts Tax," and remit the tax if over \$99.99.
- You must complete the section, "Calculate Total of Fees and Tax Due" and remit the Total Amount Due.
- Your check is incorrect / not enclosed, please remit \$ _____.
- Your form states that vehicles are used to conduct your business. Vehicle tags are required. Please remit \$6.00 per vehicle with your payment.

Your check is being returned because _____

Other: Your Business License has been REVOKED due to non-compliance/ non-renewal with the City of Moreno Valley Municipal Code, Title 5, Business Regulations.

For assistance and questions, please contact this office at (951) 413-3060.

Sincerely,

Susan Bovee
Business License Section
Treasury Division

TAB 22

Section 3.i.:

- **Description of Yucaipa Towing's Safety Policies and Training for Employees (including list of any citation, suspension or termination for safety violations):**
 - **Yucaipa Towing has developed a Safety Manual which is both provided to all employees upon being hired, and is used on a regular basis during Yucaipa Towing's periodic safety meetings (held once per month). This Manual is reviewed and updated by management on an annual basis. *Please see a copy of Yucaipa Towing's Safety Manual on the following pages.***
 - **In addition to the Safety Manual and the monthly safety meetings, Yucaipa Towing requires all of its drivers to complete the Automobile Club of Southern California (AAA) Operating Procedures Light Duty course. Upon completion, the drivers receive a Certificate. An example of the AAA Certificate of Completion is attached in this Tab 22 Section, following the Safety Manual.**
 - **Yucaipa Towing has never been cited, suspended or terminated for any safety violations. The only issue Yucaipa Towing has ever dealt with (and it did not involve a safety violation) was the one (1) day revocation of its Business License discussed in the preceding Tab 21.**

YUCAIPA TOWING, Inc.
SAFETY MANUAL

TABLE OF CONTENTS
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YUCAIPA TOWING SAFETY MANUAL

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HIGHWAY SAFETY DISCLAIMER

The goal of Yucaipa Towing is to certify tow truck drivers, and employees in proper towing safety so that all drivers will understand the personal safety aspects of the road.

This training material is intended as a guideline to assist Yucaipa Towing employees in identifying the hazards that may be present in the course of driving. It also includes precautions to minimize the risks caused by other motorists.

The highway environment today often involves hazardous conditions. Many drivers, especially those new to the job, are unaware of these hazards and do not understand the degree of danger they represent.

Acquiring this knowledge comes from years of experience, sharing with peers or formal training. Obviously, on-the-job experience is not the desirable way to learn about highway safety.

Take this material seriously – drivers are seriously injured in the vocation each year. Unfortunately, there is no set of rules to guarantee your safety.

When using the handbook, please remember that it is only a summary of the laws and regulations. The Department of Motor Vehicles (DMV), law enforcement, and courts follow the full and exact language of the law contained.

VEHICLE CODES

TOW TRUCK

Section 615

"Tow truck" is a motor vehicle which has been altered or designed and equipped for, and primarily used in the business of, transporting vehicles by means of a crane, hoist, tow bar, tow line, or dolly or is otherwise primarily used to render assistance to other vehicles. A "roll-back carrier" designed to carry up to two vehicles is also a tow truck. "Tow truck" does not include an automobile dismantler's tow vehicle.

OBEDIENCE TO TRAFFIC OFFICERS

Section 2800

It is unlawful to willfully fail or refuse to comply with any lawful order, signal, or direction of any peace officer, when that peace officer is in uniform and is performing duties under any of the provision of this code, ore to refuse to submit to any lawful inspection under this code.

OBIDIENCE TO FIREMEN

Section 2801

It is unlawful to willfully fail or refuse to comply with any lawful order, signal, or direction of any member of any fire department, paid, volunteer, or company operated, when wearing the

badge or insignia of a fireman and when in the course of his duties he is protecting the personnel and fire department equipment.

COMMERCIAL VEHICLE INSPECTION

Section 2813

Every driver of a commercial vehicle shall stop and submit the vehicle to and inspection of the size, weight, equipment, and smoke emissions of the vehicle at any locations where members of the Highway Patrol are conducting tests and inspections of commercial vehicles and when signs are displayed requiring to stop. Every driver who fails or refuses to stop and submit the vehicle to an inspection when signs are displayed requiring that stop is guilty of a misdemeanor.

Section 260 (A) Defines Commercial Vehicle As

(A) "COMMERCIAL VEHICLE" is a vehicle of a type required to be registered under this code used or maintained for the transportation of persons for hire, compensation, or profit or designed, used, or maintained primarily for the transportation of property. This includes tow trucks.

REGISTRATION REQUIRED

Section 4000 (a)

No person shall drive, move or leave standing upon a highway, or in an off street public parking facility, any motor vehicle, trailer, semi trailer, pole or pipe dolly, logging dolly, or auxiliary dolly unless it is registered and the appropriate fees have been paid under this code, except that an off-highway motor vehicle which displays an identification plate or device issued by the department pursuant to section 38010 may be driven, moved, or left standing in an off street public parking facility without being registered or paying registration fees.

Subdivision (a) applies to a vehicle that is towed from a highway or off street parking facility under direction of a highway service organization when that organization is providing emergency roadside assistance to that vehicle. However, the operator of the tow truck providing that assistance to that vehicle is not responsible for the violation of subdivision (a) with respect to that vehicle.

OWNER'S RESPONSIBILITY

Section 40001 (a)

It is unlawful for the owner, or any other person, employing or otherwise directing the driver of any vehicle to cause the operation of the vehicle upon a highway in any matter contrary to law.

TOWED VEHICLE; OWNER RESPONSIBILITY

Section 40006

Whenever a disabled vehicle, being taken to a repair shop, garage, or other place of storage, is being towed upon a highway by a tow truck and the vehicle is determined to be in violation of subdivision (a) of Section 4000, the violation shall be charged as prescribed in section 40001.

OBSTRUCTION TO DRIVING

Section 21700

No person shall drive a vehicle when it is so loaded, or when there are in front seat such number of persons as to obstruct the view of the driver to the front or sides of the vehicle or as to interfere with the driver's control over the driving mechanism of the vehicle.

TOWED VEHICLE SWERVING

Section 21711

No person shall operate a train of vehicles when any vehicle being towed whips or swerves from side to side or fails to follow substantially in the path of the towing vehicle.

UNLAWFUL RIDING AND TOWING

Section 21712 (a)

No person driving a motor vehicle shall knowingly permit any person to ride on any vehicle or upon any portion thereof not designed or intended for the use of passengers.

EXTENSION LIGHTS

Section 24605

(a) A tow truck or an automobile dismantler's tow vehicle used to tow a vehicle shall be equipped with and carry a tail lamp, a stop lamp, turn signal lamps, and a portable electrical extension cord for use in displaying the lamps on the rear of a towed vehicle.

(b) Whenever a tow truck or an automobile dismantler's tow vehicle is towing a vehicle and a stop lamp or turn signal lamps cannot be lighted and displayed on the rear of the towed vehicle, the operator of the tow truck or the automobile dismantler's tow vehicle shall, by means of an extension cord, display to the rear, stop lamps and turn signal lamp mounted on the towed vehicle, except as provided in subdivision (c). During darkness, if a tail lamp on the towed vehicle cannot be lighted, the operator of the tow truck or the automobile dismantler's tow vehicle shall, by means of extension cord, display to the rear a tail lamp mounted on the towed vehicle.

(c) Whenever any motor vehicle is towing another motor vehicle, stop lamps and turn signal lamps are not required on the towed motor vehicle, but only if a stop lamp and turn signal lamp on each side of the rear of the towing vehicle is plainly visible to the rear of the towed vehicle.

WARNING LAMPS ON TOW TRUCKS

Section 25253

(a) Tow trucks used to tow disabled vehicles shall be equipped with flashing amber warning lamps.

(b) Tow trucks may display flashing amber warning lamps while providing service to a disabled vehicle. A flashing amber warning lamp upon a tow truck may be displayed to the rear when the tow truck is towing a vehicle and moving at a speed slower than the normal flow of traffic.

REQUIRED EQUIPMENT

Section 27700

(a) Tow trucks shall be equipped with and carry all of the following:

1. One broom, and the driver of the tow truck engaged to remove a disabled vehicle from the scene of an accident shall remove all glass and debris deposited upon the roadway by the disabled vehicle which is to be towed.

2. One shovel, and whenever practical the tow truck driver engaged to remove any disabled vehicle shall spread dirt upon that portion of the roadway where oil or grease has been deposited by the disabled vehicle.

3. One or more fire extinguishers of the dry chemical or carbon dioxide type with an aggregate rating of at least 4-B, C units and bearing the approval of a laboratory nationally recognized as properly equipped to make the approval.

TOW TRUCKS

Section 27907

There shall be displayed in conspicuous place on both the right and left side of a tow truck or an automobile dismantler's tow vehicle used to tow or carry vehicles a sign showing the name of the company or the owner or operator of the tow truck or the automobile dismantlers tow vehicle. The sign shall also contain the business address and telephone number of the owner or driver. The letters and numbers of the sign shall not be less than 2 inches in height and shall be in contrast to the color of the background upon which they are placed.

TOWED VEHICLE

Section 29004

Every towed vehicle to be coupled to the towing vehicle or tow truck by means of a safety chain, cable, or equivalent device in addition to the regular drawbar, tongue or other connection.

This section now requires four points of tie down in addition to the primary restraining system when a towed vehicle is coupled to a tow truck. The safety chains shall be securely affixed to the truck frame, bed or towing equipment, independent of the towing sling, wheel lift, or under-reach towing equipment. Additionally, vehicles being transported on a slide back carrier or conventional trailer shall be independent of the winch or loading cable.

All safety connections and attachments shall be of sufficient strength to control the towed vehicle in event of failure of the regular hitch, coupling device, drawbar, tongue or other connection. All safety connections and attachments also shall have a positive means of ensuring that the safety connection or attachment does not become dislodged while in transit.

No more slack shall be left in a safety chain, cable or equivalent device than is necessary to permit proper turning. When a drawbar is used as the towing connection, the safety chain, cable or equivalent device shall be connected to the towed and towing vehicle and to the drawbar so as to prevent the drawbar from dropping to the ground if the drawbar fails.

HAZARD ZONES

While recovering a vehicle, there are a number of hazard zones that a tow operator should avoid in case an errant vehicle drifts over the fog line. One area is between the flow of traffic and the stalled vehicle when on a shoulder of the road. This area has the highest exposure of all the hazard zones. The second is between vehicles including between the rear vehicle and moving traffic. The third is between the vehicles and a wall or guardrail. These areas can be deadly to a technician, should an accident occur.

Extension lights are designed to be installed from the driver's side of the tow truck. However, this is the worst area to stand in while attaching the lights. Store the extension lights on the passenger side of the wrecker bed, for normal right shoulder calls. Move them to the driver's side before leaving the shop to answer a center divider call. String these lights on the side away from traffic and minimize the time you spend in this high exposure area.

HAZARDOUS WASTE DISPOSAL

It is always a concern of the EPA that we comply with regulations regarding air quality and the environment. Your local DMV, Highway Patrol or Sheriff's Department has pamphlets for proper disposal sites. All fluids from an automobile or truck are considered hazardous waste and must be properly disposed.

SAFETY APPAREL

REFLECTORIZED VEST (or its equivalent): Makes you more visible, especially when visibility is below normal. *Note: there is no evidence that a reflectORIZED vest has the same effect that amber warning lights have on semi-conscious motorists. The attraction that sleepy and intoxicated drivers have to bright lights has no known relationship to the use of a safety vest.*

JACKETS: Should be equipped with reflective stripes or tape.

RAIN GEAR: Whenever the weather dictated, bright yellow or orange rain gear should be worn for maximum visibility.

WORK SHOES/BOOTS: Need to be outfitted with steel toes and worn at all times. Sandals or tennis shoes do not offer adequate protection from falling or dropped objects.

SAFETY GLASSES: An exploding battery can result in serious facial injury and/or permanent eye damage, so furnish your wrecker with at least one pair.

Note: Safety apparel is not a substitute for training, attentiveness, or maintaining a defensive posture while working on any highway, surface street, or other locations while exposed to moving vehicular traffic.

HIGHWAY SURVIVAL

ESCAPE ROUTE Assess the situation, survey the area at the scene and plan a course of action for fleeing from an approaching vehicle.

EYE ON TRAFFIC Watch Traffic every moment possible.

EMERGENCY LIGHTING

ONLY NECESSARY EMERGENCY LIGHTS

Section #25268

No person shall display a flashing amber warning light on a vehicle as permitted by this code except when an unusual traffic hazard exists.

Even though you see many service vehicle operators displaying emergency lights illegally and unnecessarily, such as city police, fire departments, freeway and construction workers, this should not inspire you to do the same. Human nature encourages individuals to use emergency lights much more than necessary for the purpose of self-importance. Display the minimum lighting necessary for the situation. Be a professional.

EMERGENCY LIGHTING AND SEMI-COHERENT MOTORIST

Over 20 years ago the Department of Transportation (DOT) did a study to determine why sleepy and intoxicated motorists were involved in collisions with states vehicles parked on the shoulder of the freeway. They discovered a direct relationship between these semi-coherent drivers and the use of flashing emergency lights. The purpose of a vehicle displaying emergency amber, red or blue lights is to attract attention, therefore, displaying the emergency lights is counterproductive as drivers will take their attention off of driving and rubberneck the lights.

When a person turns their head to the side of their torso, the natural reaction is for the torso to turn the same direction. Intoxicated and sleepy drivers can manage to drive on a freeway for a substantial distance because they are following traffic or taillights. Emergency amber lights on a tow truck command a great deal more attention than taillights set before them. As the driver turns to look at the tow truck, police car, ambulance, etc., he/she steers in the same direction they are looking. This phenomenon is well recognized by the DOT, and appropriate training is covered in their academy.

The unnecessary use of amber flashing or rotating lights may draw a sleepy or intoxicate motorist to your truck. **DO NOT** use your amber lights unless you are close to, on, or over the fog line, or if your interaction with recovering the vehicle is creating a hazard in some manner.

TOWING SAFETY

DOLLIES, SAFETY AND MAINTENANCE

There are several different designs and manufacturers of dollies. They range from pan to self-loading, and made from steel or aluminum. Through the years, dolly manufacturers have come up with new innovations. Pan dollies are an older style dolly, which require a 2-ton floor jack, for assembly and installation. To assemble, the 2-ton floor jack must be used to jack up the car, and then the operator assembles the dollies under the car. Once the jack is lowered the car will sit in the pans. I believe the easiest and safest dolly is the Collins International Self-Loading dolly. Collins has two different ratings for their dollies which are determined by the tire size: 4.8 x 8 loading range B-590 lbs, per tire or 2,360 lb. per set of dollies and 5.70 x 8 load range B- 715 lbs, per tire or 2,860 lb. per set of dollies.

Collins also carries steel and aluminum rails. The lifting capacity is not determined by the rail, but by the tire size. Collins dollies also provide a safety latch, which prevents the wheels from going into the down position while in tow. The self-loading dollies are assembled on the ground using a 6-foot pry bar and do not require the need for a floor jack.

Following safety procedures is imperative when assembling any manufacturer's dollies. Do not take the pry bar and hit the release on the dollies. Proper procedure would be to place the pry bar in the retaining area and lower it to the ground.

STEERING WHEEL TIE DOWN

A General Motors (GM) service bulletin was released in April 2001, stating:

*Deletion of steering column/wheel lock feature on vehicles with automatic transmissions.
Models: 2001 Chevrolet/GMC C/K pickup (Silverado, Sierra) and sport utility (Tahoe, Suburban, Yukon, Denali, Yukon XL) and the 2002 Cadillac Escalade.*

This clearly identifies the need for all vehicles to have a proper steering wheel tie down prior to towing. Improper tie down will allow the steering wheel to turn freely in any direction causing you to lose control of the car possibly colliding with parked cars or even into oncoming traffic.

HOOK UP

What are four points tie downs?

Section 29004

Vehicle in tow (i.e. whether on a flatbed, wheel lift or sling tow unit) must have four points of tie down.

On a wheel lift or sling truck, the tie down occurs at two points using straps or ratchets from the vehicle to the towing apparatus (scoops, jaw, or cross bar over the top of the tire). The second set of tie downs are from the vehicle to the tow unit using safety chains from two points. Care must be taken to leave slack in the chain so that the vehicle can maneuver freely when making a turn. If the safety chain is too tight, the bumper of the vehicle in tow will be damaged as a result

of the safety chain drawing up tight during a turn. If the safety chain is too loose, it will drag along the ground causing damage to the chain.

On a flatbed once the vehicle is brought onto the bed you must have four chains, or four straps, or a combination of both straps and chains. The vehicle must be secured from the undercarriage at either the frame or the axle – preferably the frame. There are other tie down systems available on a flatbed such as bucket straps that are fitted around the tires. **Winch cable is NOT considered a safety tie down.** When transporting a vehicle on a flatbed, **ALWAYS** put the vehicle in park and set the emergency brake. This additional precaution may spare your life.

TOW TRUCK MAINTENANCE

Truck manufactures all have scheduled maintenance programs. In most maintenance books, there are two scheduled maintenance periods, one section is for standard wear and tear, the second section specifically is for towing of trailers. You will notice that when we use our vehicle's for towing trailers, the maintenance is to be performed more frequently.

Yucaipa Towing in Moreno Valley, operates a 10 tow unit fleet. For companies that have multi-unit offices, we schedule our trucks for maintenance once a month on the same day of each month, preferably a Monday. Why on a Monday? Scheduling off one of your agents on Monday gives you a spare truck at the facility, if on the weekend prior, you have a truck equipment failure, this will give you an available tow unit on Monday for a scheduled employee or a truck to come in for maintenance. Also by bringing a truck in for maintenance on a Monday, any major problems found can be diagnosed and parts ordered in an effort to prevent downtime waiting for parts on the weekends. We lubricate and grease our tow trucks every thirty days and immediately after each significant rainfall. We change the hydraulic filters, the first of each year. You must keep in mind, our fleet trucks put on approximately four to five thousand miles per month, and at every other months service, we put oil and gas additives. We have a daily truck check-out maintenance list that each employee is responsible for. He/she is to check out the equipment prior to starting the shift at the beginning of each day. Any equipment failure regardless how small it may seem is documented on the check out sheet and also written on a maintenance board for repair.

SPEED AND STOPPING DISTANCES

There are three things that add up to total stopping distance: Perception Distance + Reaction Distance + Braking Distance = Total Stopping Distance.

- **Perception distance:** This is the distance your vehicle moves from the time your eyes see a hazard until your brain knows it. The perception time for an alert driver is about $\frac{3}{4}$ second. At 55 mph you travel 60 feet in $\frac{3}{4}$ second.

- **Reaction distance:** The distance traveled from the time your brain tells your foot to move from the accelerator until your foot is actually pushing the brake pedal. The average driver has a reaction time of $\frac{3}{4}$ second. This accounts for an additional 60 feet traveled at 55mph.
- **Braking distance:** The distance it takes to stop once the brakes are put on. At 55mph on dry pavement with good brakes, it can take a heavy vehicle about 170 feet to stop. (About $\frac{3}{4}$ seconds).
- **Total stopping distance:** At 55mph it will take about 6 seconds to stop and your vehicle will travel about the distance of a football field ($60+60+170=290$ feet).

CONTROL AND STOPPING REQUIREMENTS

The service brakes of every motor vehicle or combination of vehicles must be capable of stopping from an initial speed of 20 miles per hour as follows:

MSD (Maximum Stopping Distance in feet)

Passenger vehicle – 25MSD

Single motor vehicle with manufacturer's GVWR of less than 10,000 pounds – 30 MSD 40 MSD

Combination of vehicles consisting of a passenger vehicle or any motor vehicle with a manufacturer's GVWM of less than 10,000 pounds in combination with any trailer, semi trailer, or trailer coach – 49MSD

The effect of speed on stopping distance.

When you double your speed, it will take about four times the distance to stop and the vehicle will have four times the destructive power if it crashes. High speeds increase stopping distances greatly. By slowing down a little, you can gain a lot in reducing braking distance.

The effect of vehicle weight on stopping distance.

If a vehicle is heavier, brakes have to work harder (and absorb more heat) to stop. The brakes, tires, springs, and shock absorbers on heavy vehicles are designed to work best when the vehicle is fully loaded. Generally, empty trucks require greater stopping distance because an empty vehicle has less traction. It can bounce and lock up its wheels, giving much poorer braking. (This is not usually the case with buses).

DRIVER'S RECORD OF DUTY STATUS

A driver's record of duty status must be used to record all of the driver's hours. Drivers of commercial vehicles must be in compliance with the hours of service requirements of the code of Federal Regulations and the California Code of Regulations.

A driver's record of duty status, in duplicate, must be kept by each driver and each co-driver while driving, on duty but not driving, or resting in a sleeper berth. The record of duty status must be presented for inspection immediately upon request by any authorized highway patrol employee, any regularly employed and salaried police officer, or deputy sheriff. There may be instances when you do not need to maintain a record of duty status.

Certificate of Completion

Presented to

CARLOS CONTRERAS

Operating Procedures Light Duty

March 22, 2018

Date

Don Elwood

Contract Station Instructor



[Signature]

Contract Station Instruction Manager

[Signature]

ERS Group Manager

TAB 23

Section 3.i.:

- Yucaipa Towing's Collections Procedures and Policies:
 - Yucaipa Towing does not perform any collections of unpaid accounts in-house. Yucaipa Towing contracts with a private, licensed collections agency, American Capital Enterprises, Inc., to perform all collections.
 - It is Yucaipa Towing's policy not to send unpaid accounts immediately to collections. We know the economy is hurting everyone, and endeavor to work with everyone who is late in payment. Only when an account is severely late is it referred to American Capital Enterprises.
 - As is mentioned in our contract with American Capital Enterprises, Yucaipa Towing 1) uses reasonable care to assign only bona fide claims; and 2) uses best efforts to verify any disputed amounts.
 - A copy of Yucaipa Towing's collections contract is attached for your review.

American Capital Enterprises, Inc.
42145 Lyndie Lane, Suite 212
Temecula CA 92591
(951) 695-3372 / (806) 623-5677
customerservice@amcapinc.com

AGREEMENT FOR THE COLLECTION OF UNPAID ACCOUNTS

This AGREEMENT made and entered into this 26th day of August 2010, by and between YUCAIPA TOW located at 14035 Tuscany Court, Riverside, CA 92508 hereinafter referred to as "Client", and AMERICAN CAPITAL ENTERPRISES, INC., Located at 42145 Lyndie Lane, Suite 212, Temecula, CA 92591, hereinafter referred to as "American".

WHEREAS, Client has overdue accounts which it desires American to collect and provide collection services in connection therewith.

NOW THEREFORE, in consideration of the material covenants contained herein, The parties agree hereto as follows:

I. **Client will:**

1. Use reasonable care to assign bona fide claims.
2. Use its best efforts to verify any disputed amount.
3. Pay American its commission on any account paid prior to assignment where American has initiated the discovery of the payment.

II. **American will:**

1. Earn commission on all monies received on assigned accounts, after the assignment date, whether paid to Client or American, at the following rates:

A. First Placement Account	30%
B. Legal/Judgment Account	50%
C. Second Placement Account	50%

Earn commission on the dollar value of property returned to the Client when such property forms all or part of the basis for the claim. Such property may include, but is not limited to, all vehicles, business equipment, tools, books, cellular phones, pagers, computers, uniforms,

This Agreement shall be binding upon, and shall inure to the benefit of, the Parties hereto and their respective successors and assigns.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the date first written above.

AMERICAN CAPITAL
ENTERPRISES, INC.

YUCAIPA Towing Inc.
CLIENT NAME

46-0498744
FEDERAL TAX ID#

Ronald G. Matheson
President/CEO


Signature

George Acosta Pres.
Name & Title

Date: 09-13-2010

TAB 24

Section 3.k.:

- **Description of How Yucaipa Towing Would Move a Large Number of Vehicles in a Short Period of Time.**

Yucaipa Towing will always be ready and able to move a large number of vehicles in a short period of time for the following reasons:

- **We, at a minimum, regularly staff the Moreno Valley facility with 6 different drivers during the day, and 3 to 4 drivers at night.**
- **If a traffic checkpoint is scheduled or if a high volume of calls come in at any given time Yucaipa Towing will easily and quickly pull trucks/equipment and drivers from our 5 other local facilities. This is possible because we operate 25 vehicles in our fleet.**
- **Yucaipa Towing has 24 hour a day, 7 day a week (including all holidays) radio dispatch service.**
- **The diversity and size of our fleet provides us the ability to tow and impound any vehicles; including motorcycles, cars, trucks, buses, motor homes, tractor trailers, and big rigs.**
- **Our Moreno Valley Tow Yard is large enough to park/house 251 vehicles at any one time.**
- **Yucaipa Towing takes pride in the fact that in our 8 years of service in Moreno Valley we have never been unable to handle the required number of service calls in a given period of time, and especially on "heavy call" days.**

TAB 25

Section 4.a.I-III.:

- Rates for Service - Proof that Fees Charged to Vehicle Owner are Reasonable (*See attached CHP Form 234A*).
 - I. Proposed Hourly Rates (*Please see approved CHP Form 234A attached*). Yucaipa Towing's Proposed Hourly Rates for each Class are as follows:

Class A	\$200.00/hr.
Class B	\$250.00/hr.
Class C	It is our understanding that this class is being discontinued.
Class D	\$300.00/hr.
 - II. Validity – The aforementioned rates are not in excess of Yucaipa Towing's retail rates. In fact, they are the exact same rates we charge to any and all customers and clients.
 - III. Reasonableness – We believe that our rates are reasonable as they are rates which were approved by the California Highway Patrol as falling within Industry Standards.

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL
ROTATION TOW LISTING APPLICATION
CHP 234A (Rev. 7-04) / OPI 061

TYPE OR PRINT CLEARLY

CHP AREA OF APPLICATION: _____ CHP AREA: _____

BUSINESS NAME: YUCAIPA TOWING INC. BUSINESS: _____

BUSINESS MAILING ADDRESS: 14035 TOSCANY CT, REVERSEDE, CA 92508 CHP AREA NAME: REVERSEDE

BUSINESS ADDRESS IF DIFFERENT THAN ABOVE: 22101 ALESSANDRO BLVD. MORENO VALLEY, CA 92553 DAY PHONE NUMBER (INCLUDE AREA CODE): (951) 247-3010

NUMBER OF YEARS IN TOWING BUSINESS: 19 NIGHT PHONE NUMBER (INCLUDE AREA CODE): (951) 247-3010

AUTOMOBILE CLUB AFFILIATES: AAA DO YOU HAVE 24 HOUR SERVICE? YES NO

HAVE YOU OR ANYONE FINANCIALLY INVOLVED WITH YOUR COMPANY EVER BEEN CONVICTED OF ANY CRIME INVOLVING STOLEN OR EMBEZZLED VEHICLES, FRAUD RELATED TO THE TOWING BUSINESS, STOLEN OR EMBEZZLED PROPERTY, CRIMES OF VIOLENCE, DRUG RELATED OFFENSES, FELONY DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS, MISDEMEANOR DRIVING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS WHILE INVOLVED IN A CHP ROTATION TOW CALL, OR MORAL TURPITUDE? YES NO

VEHICLE STORAGE

PRIMARY STORAGE YARD ADDRESS: 22101 ALESSANDRO BLVD., MORENO VALLEY, CA 92553 OWNED LEASED RENTED

SECONDARY STORAGE YARD ADDRESS: _____ OWNED LEASED RENTED

SECONDARY STORAGE YARD ADDRESS: _____ OWNED LEASED RENTED

IS STORAGE YARD FENCED? YES NO

OUTSIDE STORAGE CAPACITY: 300 INSIDE STORAGE CAPACITY: 6 OWNED LEASED RENTED

FINANCIAL INTEREST

LEGAL OWNER (IF FIRM, COMPANY, ASSOCIATION OR CORPORATION, LIST ALL PERSONS HAVING FINANCIAL INTEREST): GEORGE ACOSTA & YVONNE ACOSTA

DO YOU HAVE ANY FINANCIAL INTEREST IN ANY OTHER TOW COMPANY WITHIN THE LOCAL CHP AREA? YES NO

DOES ANY MEMBER OF YOUR FAMILY (RELATED BY BLOOD OR MARRIAGE) OPERATE ANOTHER TOW SERVICE IN THE LOCAL CHP AREA? YES NO

ARE YOU CURRENTLY ON ROTATION OR APPLYING FOR ROTATION WITHIN ANY OTHER CHP AREA? YES NO

DO YOU SHARE ANY FACILITIES WITH ANY OTHER TOW COMPANY? YES NO

IF THE ANSWER TO ANY OF THE ABOVE IS YES, PROVIDE NAME OF TOW COMPANY AND/OR CHP AREA AND EXPLAIN IN COMMENTS SECTION ON BACK.

RATES				
	Class A	Class B	Class C	Class D
HOURLY RATE	\$ 200.00 HR	\$ 250.00 HR		
INSIDE STORAGE	\$ 55.00	\$ 75.00		\$ 300.00 HR
OUTSIDE STORAGE	\$ 50.00	\$ 70.00		\$ 75.00
CONTRACT LABOR (NONSKILLED)	\$ 40.00 HR	\$ 40.00 HR		\$ 70.00
SPECIAL EQUIPMENT (LIST)				\$ 40.00 HR
LANDOLL	\$ 250.00 DAY / 475.00 NIGHT	\$ 250.00 DAY / 475.00 NIGHT	\$ 250.00 DAY / 475.00 NIGHT	\$ 250.00 DAY / 475.00 NIGHT
FORKLIFT	\$ 150.00 HR	\$ 150.00 HR	\$ 150.00 HR	\$ 150.00 HR
4X4 RECOVERY	\$ 300.00 HR 2 HR MINIMUM	\$ 300.00 HR 2 HR MINIMUM	\$ 300.00 HR 2 HR MINIMUM	\$ 300.00 HR 2 HR MINIMUM
After Hours Gate Release	\$ 100.00	\$ 100.00	\$ 100.00	\$ 100.00
	N/A			
	N/A			
	N/A			
RENTAL/SKILLED LABOR MARKUP (%)	N/A			

Destroy Previous Editions

TOW TRUCKS

CHECK CLASS(ES) APPLYING FOR AND INDICATE TOTAL NUMBER OF TRUCKS IN EACH CLASS.

<input checked="" type="checkbox"/> CLASS A (MINIMUM 14,000 GVWR)	NUMBER OF CLASS A TRUCKS: 1
<input checked="" type="checkbox"/> CLASS B (MINIMUM 19,501 GVWR)	NUMBER OF CLASS B TRUCKS: 2
<input checked="" type="checkbox"/> CLASS C (MINIMUM 33,000 GVWR)	NUMBER OF CLASS C TRUCKS: 1
<input type="checkbox"/> CLASS D (MINIMUM 50,000 GVWR)	NUMBER OF CLASS D TRUCKS:

COMMENTS

APPLICANT'S CERTIFICATION

I CERTIFY UNDER PENALTY OF PERJURY THAT THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND CORRECT.

SIGNATURE:  PRINT NAME AND TITLE: GEORGE ACOSTA PRESIDENT/CEO DATE: 4/19/10

TO BE COMPLETED BY CHP

AREA APPROVAL

APPROVED DISAPPROVED

REMARKS (REQUIRED IF DISAPPROVED)

AREA COMMANDER'S SIGNATURE _____ ID. NUMBER _____ DATE _____

MAXIMUM RESPONSE TIME

	HOURS	CLASS A	CLASS B	CLASS C	CLASS D
DAY					
NIGHT					

WAIVERS/DELETIONS/EXCEPTIONS OF REQUIREMENTS

NOTE ANY WAIVED/EXCUSED REQUIREMENTS:

AGREEMENT TERM

THE TERM OF THIS AGREEMENT SHALL COMMENCE ON _____ AND END ON _____

DIVISION APPROVAL (REQUIRED IF APPLYING FOR MULTIPLE AREAS)

APPROVED DISAPPROVED

REMARKS

DIVISION COMMANDER'S SIGNATURE _____ DATE _____

Destroy Previous Editions.

TAB 26

Section 4.a.IV.:

- *Rates for Service Continued - Storage Fees and any Other Fees Yucaipa Towing Charges the Owner of a Vehicle.*

Yucaipa Towing's Storage Fees can be found on CHP Form 234A (see Tab 25). For ease of review they are as follows:

Inside Storage

Class A	\$55.00
Class B	\$75.00
Class C	It is our understanding that this class is being discontinued
Class D	\$75.00

Outside Storage

Class A	\$50.00
Class B	\$70.00
Class C	It is our understanding that this class is being discontinued
Class D	\$70.00

Other Fees Yucaipa Towing Charges the Owner of a Vehicle can be found on CHP Form 234A (see Tab 25). For ease of review they are as follows:

Contract Labor (Non-Skilled)

Class A	\$40.00/hr.
Class B	\$40.00/hr.
Class C	It is our understanding that this class is being discontinued
Class D	\$40.00/hr.

Special Equipment

Landoll	\$250.00/hr. (day) and \$275.00/hr. (night) for all Classes.
Forklift	\$150.00/hr. for all Classes.
4 x 4 Recovery	\$300.00/hr. (2 hr. minimum) for all Classes.
After Hours Gate Release	\$100.00 all Classes.

TAB 27

Section 4.a.V.:

- *Rates for Service Continued - Mark-Up Rate for Retail Equipment and Specialized Labor (Percentage Of the Cost to the Tow Operator).*

Yucaipa Towing does not have a special mark-up rate for retail equipment and specialized labor. All rates that Yucaipa Towing charges for labor and special equipment are listed on CHP Form 234A, which is attached under previous Tab 25.

**Additional Information That May Assist the Police Department
and City of Moreno Valley in Evaluating Yucaipa Towing's
Ability and Qualifications to Provide Exemplary Towing
Services.**

TAB 28

Section 5.a.:

- **Capability of Securing Financing for Facilities, Equipment and Personnel.**
 - **Yucaipa Towing has the ability to obtain any financing necessary to meet and complete the City of Moreno Valley's towing services needs, and has an exemplary record of payment to all creditors and lenders. As evidence of our ability to obtain financing, and meet all payment obligations, please see the following two letters from our financing partners:**
 - **Letter from TCF Equipment Finance (*attached*) – Pete Thorp, Vice President.**
 - **Approved Notice of Credit Decision from Sovereign/Santander (*attached*) – Bill Garofalo.**



October 4, 2010

To whom it may concern:

To date TCF Equipment Finance, Inc. has financed over \$350,000 of equipment for Yucaipa Towing, Inc. Their pay history with us has been exemplary, and Yucaipa Towing is considered one of our premier customers. On an annual basis TCF works with thousands of towers across the U.S., and lends in excess of \$50,000,000.00 to the tow and recovery industry. In working with towers across the country we see many different operations. In my opinion, Yucaipa Towing is one of the best run, most efficient businesses I have had the pleasure of working with in the past 19 years.

In the current economic environment, access to Credit has become increasingly difficult to obtain for many towers. The superior management and financial strength of Yucaipa Towing sets it well above its competitors in its ability to obtain credit facilities and continue to operate as one of the best run towing operations in the United States. If you have any questions, please give me a call @ (952) 656-3266.

Sincerely,

Pete Thorp
Vice President
Regional Marketing Manager
TCF Equipment Finance, Inc.



SOVEREIGN / SANTANDER
NOTICE OF CREDIT DECISION

09/21/10

CUSTOMER : YUCAIPA TOWING,INC.

APPROVED(X) DECLINE()

TERMS & CONDITIONS:

VEHICLE DESCRIPTION:

COST \$

YEAR TBD MAKE TBD

(DOWNPMT/ TRADE) (\$

MODEL: TBD

SALES TAX FINANCED \$

EQUIP VARIOUS

OTHER (DMV) \$

TERM: 72 OPTION: 0

TOTAL AMT FINANCED \$ 1,000,000

ADVANCE PAYMENTS 2

CREDIT TERMS: TOTAL EXPOSURE _____

GUARANTORS

WITH SOVEREIGN BANK NOT TO EXCEED

APPROVAL _____ > G. ACOSTA

ACH PMTS () CASH COLLATERAL/SECURITY \$

FIRST PAYMENT \$ 0

ALL CREDIT TERMS MUST BE MET

LAST PAYMENT (S) \$ 0

PRIOR TO FUNDING DEAL

DOWN PAYMENT \$ 0

"CHECKS MUST BE

SALES TAX \$ 0

BANK OR CERTIFIED FUNDS"

BANK FEE \$ 0

TOTAL DUE \$ 0

" APPROVALS ARE GOOD FOR 60 DAYS , RATES ARE PROTECTED FOR 30 DAYS

CONTACT BILL GAROFALO @ 631-531-0716

FAX 866-487-1919

3 Huntington Quad Suite 101 N Melville NY 11747

TAB 30

Section 5.c.:

- Recent Customer Testimonials – *Please see attached letters.*

July 14, 2010

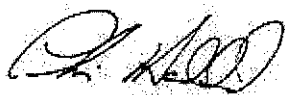
Auto Club of So Cal
P.O. Box 25001
Santa Ana, CA 92799-5001

To Whom It May Concern:

I am writing to compliment AAA Roadside Assistance, and specifically Raul Garcia with Yucaipa Towing. I am fortunate that while I have been with AAA for many years, I rarely have to use this benefit. But this incident was a great reminder of why I am an AAA member.

On July 13, 2010 my wife and I were driving our 2007 Yukon on the 60 Freeway in Riverside/Moreno Valley when our tire sensor indicated a tire pressure problem. I pulled into the Costco parking lot at Day Street and the 60, and found that one of our tires was hissing air and went flat within a few minutes. I called AAA and a great operator got all my information, helped me figure out my exact location, and assured me help would be here shortly. It seemed like within 20 minutes, Mr. Garcia arrived in a tow truck. He knew exactly how to retrieve the spare and had it changed in a few minutes. It was very hot out (probably close to 100 degrees), yet he made me feel like it was his pleasure to be able to help.

I just wanted to tell AAA that this simple incident just gave me a sense that an entire team (from the AAA operator, to Yucaipa Towing, to Mr. Garcia) made my problem their problem, and had me back on the road in no time. Without you all, I just would not have had any idea how to do this myself. New cars now make it complicated to figure out the most basic tasks. I am thankful to have your organization working for me. I have my auto and homeowners insurance with AAA and this just reinforces my feeling of being well covered. I'm glad to be a member. Thanks again.



Chris Haddad
Member # 60449410 0
16541 Cheltenham Road
Riverside, CA 92504
(951) 789-9927

7/13/10
500/11847
125 856
RE: H 663
DEBORAH
HADDAD


September 14, 2010

Yucaipa Towing
41910 C Street
Temecula, Ca 92592

To Whom It May Concern:

I needed your towing services on Saturday September 4, 2010. I called early in the morning to AAA who promptly put in a request for your services. I was a little worried when they said "Yucaipa Towing" because I thought you might be coming from Yucaipa. They assured me you were located in Temecula and would be arriving in 30 minutes. I was greeted by the nicest man who was very professional and courteous. His name was Charles. He was very informative, kind and explained exactly what he was going to do. He even called me when he got to his destination to tell me my car had arrived safely. In today's day we don't often get such good customer service, prompt service and courteous service. Charles did just that and was nice too. I appreciate all he did for me. Please see that this get's to him and a copy to his personnel file. He is a true asset to your company.

Sincerely,



Staci Holt

TAB 31

Section 5.d:

- Yucaipa Towing's Customer and Client friendly Website.



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Commercial Towing



Yucaipa Towing Inc. has over 27 trucks available throughout San Diego and Riverside Counties to assist every towing need. We possess the capabilities to tow and impound any vehicle including motorcycles, cars, trucks, buses, motor homes, tractor trailers and big rigs.

[Read More >>](#)

Private Party Impounds



Yucaipa Towing Inc. can help solve your parking problems 24 hours a day, 7 days a week with 8 locations throughout San Diego and Riverside County. Our equipment is two years or newer and annually inspected by the United States Department of Transportation.

[Read More >>](#)

Law Enforcement Division



We possess both an indoor and outdoor round-the-clock monitored secured evidence facility for local police, sheriff and highway patrol when a vehicle has been illegally parked abandoned or recovered. We also offer a fully equipped service vehicle for searches, gas tank and compartment removal.

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Riverside County
951.247.3010
Fax: 951.656.7244

San Bernardino
909.795.0275

San Diego County
760.758.3850
Fax: 760.758.2081

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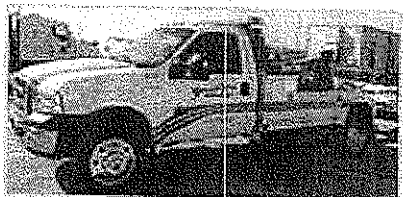
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Commercial & Consumer Road Service

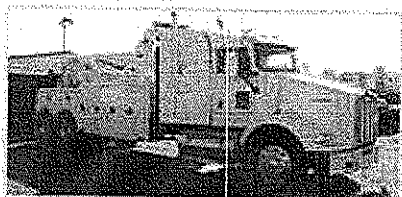


Yucaipa Towing Inc. owns and operates 27 trucks throughout San Diego and Riverside Counties to assist in your everyday towing need. We possess the capabilities to tow and impound any vehicle including motorcycles, cars, trucks, buses, motor homes, tractor trailers and big rigs.

With more than 20 years of experience, we understand how important it is to have adequate and convenient parking for your residents, guests and vendors. Our services are available 24 hours a day, seven days a week.



Our professional staff who must successfully complete a criminal background check and drug test are fully licensed and bonded. Our drivers are prepared to quickly and efficiently provide you with exceptional service when you need it most.



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Riverside County
951.247.3010
Fax: 951.658.7244

San Bernardino
909.795.9275

San Diego County
760.758.3850
Fax: 760.758.2881

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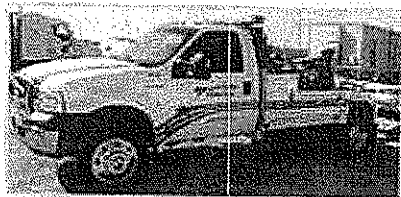
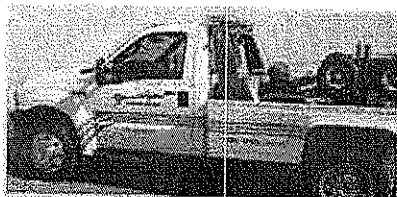
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Private Party Impounds

Service Agreements:

[Service Agreement](#)
[Service Agreement Affidavits](#)



In an effort to keep neighborhoods safe and crime free, Yucaipa Towing Inc. can help reduce crime rates and keeps areas safe with its presence alone. It's a fact that properties with towing services are safer than areas without it.

As police officers do not ticket residents on private properties for improperly parked vehicles, annoyed and unsatisfied residents and their guests grow dissatisfied with the inconvenience this causes them.

Vehicle owners ignoring parking guidelines only highlight other parking challenges on your property. Abandoned or illegally parked vehicles are an eyesore, irritating responsible and loyal tenants. Illegally parked and/or abandoned vehicles can cause an unsafe traffic obstruction and create an inconvenience to you and your residents or homeowners.

All of these common parking problems can be eliminated with just one phone call to Yucaipa Towing inc., with NO COST TO YOU.

We offer a variety of complimentary services to provide you with convenient solutions to your parking problems including:

- 24/7 dispatched towing service
- Custom signage displaying parking regulations on your property, including sign installation and replacement
- Painting of red zones and fire lanes
- Written notification to management when a vehicle is removed from your property
- Weekend and after hour operator to record and coordinate certain property issues
- Small and large tow trucks to handle any and every job
- All of our drivers must successfully pass and complete criminal background check, random drug testing and are fully licensed and bonded.

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Riverside County
951.247.3010
Fax: 951.656.7244

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909.795.9275

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760.758.3880
Fax: 760.758.2081

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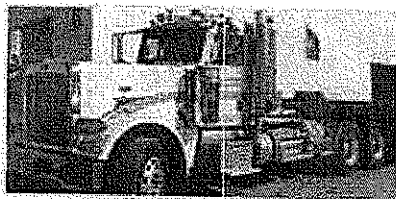
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Law Enforcement Division



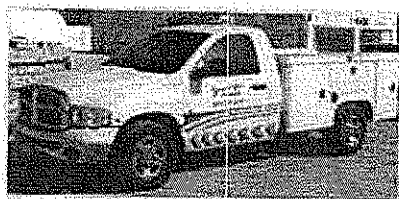
Law Enforcement

Yucaipa Towing Inc. operates six strategically located inroad facilities throughout San Diego and Riverside Counties. We possess the capabilities to tow and impound any vehicle including motorcycles, cars, trucks, buses, motor homes, tractor trailers and big rigs. We provide towing and impounding, for local police, sheriff and highway patrol.



Secured Evidence Facility

As Southern California's only Secured Evidence Facility, we adhere to strict federal guidelines. We possess both an indoor and outdoor round-the-clock monitored secured evidence facility with loading dock capabilities to accommodate law enforcement when a vehicle has been illegally parked, abandoned or recovered.



Mobile Service Truck

Aside from being Southern California's only Secured Evidence Facility, Yucaipa Towing Inc. owns a fully operational roadside dismantling vehicle. We possess the know-how and equipment to fully dismantle any vehicle or gas tank on the spot.

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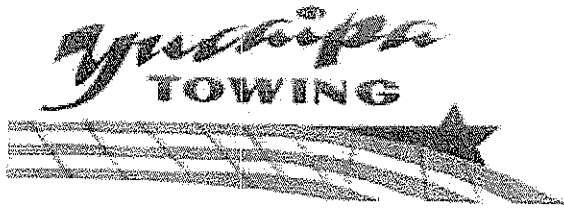
[Contact Us](#)

Riverside County
551.247.3010
Fax: 951.856.7244

San Bernardino
909.795.9275

San Diego County
760.756.3850
Fax: 760.756.2081

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Contact Us

Email:

George Yvonne
 Tonya Geaigle
 Mark Lance
 Brian Hector
 LARRY

Our philosophy is to provide customers with the best service and added-value to our clients, with no additional cost to you. We begin with our polished uniforms, ethical and legal practices in our operations, and pride ourselves on being Southern California's only Secured Evidence Facility that adheres to strict federal guidelines.

With more than 20 years of experience, Yucaipa Towing Inc. understands how important it is to have adequate and convenient parking for your residents, guests and vendors. Our fleet of 25 tow trucks is available to you 24 hours a day, seven days a week.

Our professional staff who must successfully complete a criminal background check and drug test are fully licensed and bonded. Our drivers are prepared to quickly and efficiently provide you with exceptional service when you need it most.

Yucaipa
 32205 Dunlap Blvd.
 Yucaipa, CA 92399
 Phone: 909.795.9275
[Click here for directions](#)

Moreno Valley
 22101 Alessandro Blvd.
 Moreno Valley, CA 92553
 Phone: 951.247.3810
[Click here for directions](#)

Perris
 1873 Harley Knox
 Perris, CA 92571
 Phone: 951.943.0211
[Click here for directions](#)

Beaumont/Banning
 958 Western Knolls, Ste. B
 Beaumont, CA 92223
 Phone: 951.769.8512
[Click here for directions](#)

Temecula
 41910 C St.
 Temecula, CA 92590
 Phone: 951.693.5202
[Click here for directions](#)

Vista
 451 Olive St.
 Vista, CA 92083
 Phone: 760.758.3550
[Click here for directions](#)

[Home](#)

[Commercial Towing](#)

[Private Party Impounds](#)

[Law Enforcement Division](#)

[Contact Us](#)

Riverside County
 951.247.3810
 Fax: 951.658.7244

San Bernadino
 909.795.9275

San Diego County
 760.758.3850
 Fax: 760.758.2881

Yucaipa Towing Inc. ©2010

Lori Schiefelbein

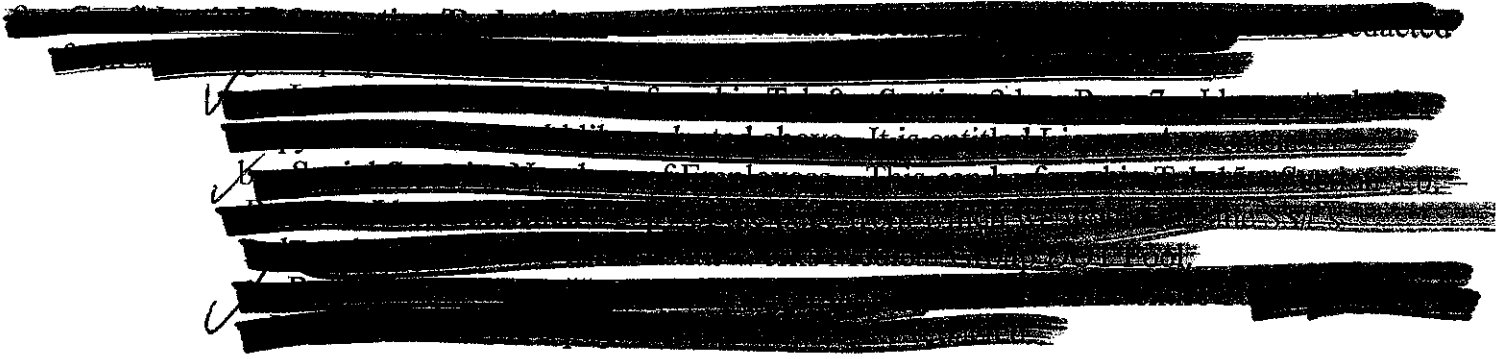
From: Matt Denham [matt@TMGONLINE.COM]
Sent: Thursday, October 21, 2010 10:02 AM
To: Lori Schiefelbein; rhartmann.gccs@gmail.com
Cc: george@yucaipatowinginc.com; Matt Denham; yvonne@yucaipatowinginc.com
Subject: RE: Additional Information Requested for Moreno Valley Rotational Tow Service Program RFP Submittal
Importance: High
Attachments: Driver Checklist of Equipment.pdf; State Fund Cert of Workers Comp Ins 6-1-11.pdf; Items to Redact.pdf

Lori and Rick,

Thank you again for meeting with George, Yvonne, and myself yesterday afternoon. The following information and attachments are in response to your request for additional information/clarification as detailed in the Rotational Tow Services RFP Checklist (the issues are addressed in the order they appear on the RFP Checklist):

1. **No Financial Interest** – George and Yvonne Acosta and Yucaipa Towing have no financial interest in any other tow company and/or applicant within the City of Moreno Valley.
2. **Site Plan Revisions** - As discussed, George is meeting with our engineer tomorrow morning to review and implement the needed additions and revisions to the Site Plan. We will have the revised Site Plan for Yucaipa Towing's Moreno Valley tow yard to you early Monday morning (10/25/10). We will make sure to submit 5 full sized copies of the plan; one 8 ½ X 11 copy; and a PDF (on disk) of the new plan.
3. **Equipment for Each Vehicle** – Generally there is no other specialized equipment on vehicles 1 through 10. However, as we discussed, if Yucaipa Towing is required to rent unique or specialized equipment, that is not currently in Yucaipa Towing's inventory (or already listed under the "Special Equipment" rates on CHP Form 234A), Yucaipa Towing will mark up the cost of this other special equipment 20% above the standard rental rate. I have also attached Yucaipa Towing's "Driver Checklist" which provides a summary of all of the towing equipment that each truck must have prior to responding to any calls.
4. **Certificate of Insurance – Worker's Compensation** – The second attachment above is a copy of Yucaipa Towing's updated State Fund Certificate of Worker's Compensation Insurance that is valid through 6/1/11.
5. **Rates for Service – Class C** – The rates for service for Class C are the same as for Class B, and are as follows:
 - a. Hourly Rate: \$250.00/hr.
 - b. Inside Storage: \$75.00
 - c. Outside Storage: \$70.00
 - d. Contract Labor (non skilled): \$40.00/hr.
6. **Response Times** – Yucaipa Towing proposes/recommends the following response times:
 - a. 20 minutes for Classes A and B (day and night);
 - b. 30 to 45 minutes for Classes C and D (day and night).

- 7. **Vehicles Under Investigation** – Yucaipa Towing will store vehicles under investigation by the MVPD at no cost to the City of Moreno Valley or the MVPD.
- 8. **Rotation** – Yucaipa Towing is in favor of a true or traditional rotation (call by call).



If you have any additional questions or if we failed to adequately address any of the items requiring clarification, please feel free to contact George (951-897-2145), Yvonne (951-656-7221), or myself (contact information below).

Thank you, once again for your time and effort with regard to our submittal!

Matt Denham
 Director of Land Use Services
 TMG Communications, Inc.
 7095 Indiana Ave., Suite 120
 Riverside, CA 92506
 Phone: (951) 275-5800
 Fax: (951) 275-5814
 Mobile: (909) 685-1733
 Email: matt@tmgonline.com
 Web: www.tmgonline.com

From: Lori Schiefelbein <loris@moval.org>
 Sent: Tuesday, 10/19/2010 at 10:31:27 AM
 To: 'george@yucaipatowinginc.com' <george@yucaipatowinginc.com>
 Cc: 'Rick Hartmann' <rhartmann.gccs@gmail.com>, Albert Brady <alb@moval.org>
 Subject: Additional Information Requested for Moreno Valley Rotational Tow Service Program RFP Submittal

An initial review has been made of your RFP submittal. In an effort to obtain clarification and/or items missing from your RFP, attached is Checklist (Excel format) outlining our request for additional information. (See items in noted Green). If you do not have Excel and cannot open up the attachment, please contact me for a hardcopy of this information.

Rick Hartmann is scheduling site visits of all operators this week. Items under the section entitled "Site Plans" will be discussed with you during his visit. We would like to receive any items on this list outside of that section by email or fax no later than Thursday, October 21 (noon) please. You may send them to my attention. Fax: (951) 413-3210. Just wanted to note also, that we will be asking for any and all information provided during this process to also be provided on electronic format in the future so we can attach to your original RFP submittal. We are not asking for this

at this time, as there may be additional information required after the site visits.

As far as the insurance requirements, we do plan to have our Risk Manager provide a thorough review the insurance submittals. If we had questions in our initial review, they are noted for you.

Thank you for taking the time to review the attached Checklist and provide timely response to this request for information. Please feel free to continue to contact Rick at (909) 263-6923 or me as noted below.

Lori C. Schiefelbein
Development Services Coordinator
Community Development Department
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92553
951.413.3467

Driver Checklist

Driver:
Dispatcher:

Truck #

Dates (5)

Equipment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Issues
Broom/Shovel						
Fire Extinguisher						
Safety Chains						
Flashlight						
Hydraulic Jack						
Wrecking Bar						
Metric/Standard lug Wrenches						
Rubber Mallet						
6 30 min flares & 6 Cones						
Trash Cans w/ Absorbent						
Lockout Tools						
Shop Rags/Paper Towels						
Motorcycle straps						
Sledge Hammer						
Tool Kit						
Safety Vest						
Tow Lights/ Tag Lights						
Wood/ crossbeams						
Fuel Cap						
Tire Tread						
Booster Box / cables						
Wheel lift straps						
Winch cable						
air tank						

STATE
COMPENSATION
INSURANCE
FUND

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

OCTOBER 21, 2010

POLICY NUMBER: 1826237 - 10
CERTIFICATE EXPIRES: 6-1-11

CITY OF MORENO VALLEY
14177 FREDRICK STREET
MORENO VALLEY CA 92552

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon ten days' advance written notice to the employer.

We will also give you TEN days' advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term, or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy.

James Meany
AUTHORIZED REPRESENTATIVE

Janet Frank
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

YUCAIPA TOWING, INC
1150 BROOKSIDE AVE, STE K
REDLANDS CA 92373

**STATE
COMPENSATION
INSURANCE
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

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James Meany
AUTHORIZED REPRESENTATIVE

Janet Frank
PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

EMPLOYER

YUCAIPA TOWING, INC
1150 BROOKSIDE AVE, STE K
REDLANDS CA 92373



TOW OPERATOR: FEES FOR SERVICES

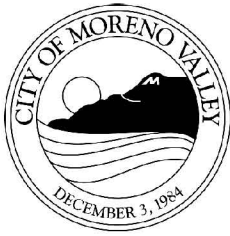
**CITY OF MORENO VALLEY
ROTATIONAL TOW SERVICE PROGRAM: FEES FOR SERVICES**

FEES	BALDWIN'S TOWING	BOB'S TOWING	EXCLUSIVE TOWING	LAWLER'S TOWING	MORENO VALLEY TOWING	PEPE'S TOWING	SUPERIOR TOWING	VALLEYWIDE TOWING	YUCAIPA TOWING
Class A-Tow Daytime Eve./weekend	\$180/hr NA	\$175/hr NA	\$180/hr \$195/hr	\$185/hr \$195/hr	\$180/hr NA	\$200/hr NA	\$180/hr \$195/hr	\$175/hr NA	\$200/hr NA
Class B (Tow) Daytime Eve./weekend	NA NA	\$200/hr NA	\$215/hr \$225/hr	NA NA	\$215/hr NA	\$200/hr NA	\$200/hr \$225/hr	NA NA	\$250/hr NA
Class C (Tow) Daytime Eve./weekend	NA NA	\$295/hr NA	\$260/hr \$300/hr	NA NA	\$250/hr NA	\$315/hr NA	\$250/hr \$300/hr	NA NA	\$250/hr NA
Class D (Tow) Daytime Eve./weekend	NA NA	\$350/hr NA	\$341/hr \$374/hr	NA NA	\$300/hr NA	\$330/hr NA	\$300/hr \$330/hr	NA NA	\$300/hr NA
Class A (Storage-in) Storage-out)	\$50/day \$45/day	\$60/day \$50/day	\$47/day \$44/day	50/day 45/day	\$50/day \$45/day	\$50/day \$45/day	\$47/day \$45/day	\$50/day \$47/day	\$55/day \$50/day
Class B (Storage-in) Storage-out)	NA NA	NA \$50/day	\$53/day \$50/day	NA NA	\$52/day \$47/day	\$53/day \$48/day	\$50/day \$50/day	NA NA	\$75/day \$70/day
Class C (Storage-in) Storage-out)	NA NA	NA \$60/day	\$55/day \$55/day	NA NA	\$55/day \$50/day	\$55/day \$50/day	\$55/day \$55/day	NA NA	\$75/day \$70/day
Class D (Storage-in) Storage-out)	NA NA	NA \$60/day	\$90/day \$60/day	NA NA	\$55/day \$50/day	\$50/day \$50/day	\$60/day \$57/day	NA NA	\$75/day \$70/day
Gate Fee (flat)	\$70*	\$82.50	\$90	\$92.50	NA	NA	\$90 TO \$150**	\$87.50	\$100*
Other Charges & Equipment***	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes	Yes

*After hours only

**Based on class of vehicle released

***Other charges & equipment can be rates for tractors, lights, generators, "lowboys", forklifts, service calls (i.e., out-of-gas, locked-out, flat tire) etc., and "mark-ups" for contract services (see proposals for a detailed listing).



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

Report to City Council

TO: Redevelopment Agency Chairperson and Board of Directors

FROM: Barry Foster, Economic Development Director

AGENDA DATE: November 30, 2010

TITLE: PALM DESERT DEVELOPMENT COMPANY'S RANCHO DORADO APARTMENTS, PHASE II FINANCIAL ASSISTANCE REQUEST AND RESOLUTION FOR TAX CREDIT APPLICATION

RECOMMENDED ACTION

Staff recommends that the Redevelopment Agency Board adopts Resolution RDA 2010-07, a resolution of the Community Redevelopment Agency of the City of Moreno Valley regarding assistance to the Rancho Dorado Apartments, Phase II, proposed by Palm Desert Development Company, Inc.

BACKGROUND

Palm Desert Development Company's (PDDC) Rancho Dorado project includes a first phase of 71 units (just opened in October), along with a second phase with 79 units. The first phase of the Rancho Dorado project contains a community center, manager's office, computer room, laundry facilities, tot lot, pool and splash-park, barbeque and other recreational areas. All major amenities, roads and landscaping for the entire project will be developed with the first phase. The second phase of Rancho Dorado will be comprised of fifty-four (54) two-bedroom units, along with and twenty-four (24) three-bedroom units and one manager's unit.

In 2008, the Redevelopment Agency (RDA) adopted resolutions affirming its intention to provide financial assistance for the Rancho Dorado project. PDDC submitted an application for tax credit from the California Tax Credit Allocation Committee (TCAC) for the additional financing necessary to complete the project. An allocation of tax credit financing was secured for the first phase of Rancho Dorado. Unfortunately the condition of the financial markets makes competition for TCAC funding extremely competitive and as a result, PDDC has not been able to attain high enough scoring for the second phase of the Rancho Dorado project- despite four attempts.

The last application for tax credits this past fall saw the 2nd Phase of Rancho Dorado finish 3rd overall in scoring despite a funding commitment from RDA-Housing of \$6.75 million. Please note only the top two projects out of nine submitted applications from the Inland Empire Region were funded in the last round of tax credit opportunities. The top two funded projects received very high scores of a 107 (Lake Elsinore) and a 104 (Perris). The 2nd Phase of Rancho Dorado received a 95 and did not receive a tax credit allocation.

DISCUSSION

After a comprehensive analysis of the affordable housing projects that secured TCAC funding allocations in the last few application rounds, PDDC and RDA staff have determined that Rancho Dorado II would have a better opportunity of attaining a future allocation if the amount of the public or RDA (Agency) contribution was increased and the amount of additional financing from tax credit equity for the project is reduced. The actions will increase the overall scoring for the project. Therefore, PDDC has requested that the RDA increase its level funding from \$6.75 million to \$8.25 million. PDDC is also willing to defer \$500,000 of its allowable developer fee to help enhance the scoring for the project. TCAC scoring will also recognize the contributions benefiting the Rancho Dorado project through off-site electric utilities improvements recently constructed as a Capital Improvement Project by the City's Electric Utility Program, as well as the fee reductions granted for the creation of affordable housing, per the City's Development Impact Fee Program. All of these contributions will also be included on the next TCAC application further enhancing the project's scoring and thereby improving the chances to secure an allocation of tax credit financing. PDDC projects that an increase in RDA assistance and deferral of fees by the developer will produce a score of 112.5. Submission of a Resolution outlining the RDA's conditional support (Attachment A) is required by California Tax Credit Allocation Committee to accompany the application.

PDDC will be using several types of financing for the Phase II project costs of Rancho Dorado which is estimated at \$18.99 million. The financing for the project shall include:

- Low- and Moderate- Income Housing Set-aside funds loan from the RDA
- Low-income Housing Tax Credit equity financing from TCAC
- General partner (Developer) equity
- Conventional bank loan

PDDC is in the process of securing a financial commitment from a prospective lender for the development of Phase II of the Rancho Dorado project. Approving the Resolution only authorizes a funding allocation for a project. When PDDC has secured all necessary financing for the project, an Affordable Housing Agreement (Agreement) which establishes and defines the responsibilities of all parties including the loan terms, occupancy requirements, allowable rents, and future maintenance and management requirements will be drafted. The drafted Agreement will be consistent with past documents used for other similar affordable housing projects in Moreno Valley.

The RDA's financial assistance for Phase II of the project will include a Promissory Note secured by a deed of trust recorded against the project. The terms of the note include an interest rate of one percent per annum with a 54 year amortization. The loan structure allows for the deferral of payments under certain conditions. Annual payments will be due and payable on July 1st of each calendar year. In the event the net cash flow is insufficient to cover the payment, the shortfall amount will be deferred. When the annual cash flow increases to an amount above the required payment, the loan will be re-amortized to include the previously deferred amount. This loan structure is quite common with affordable housing projects utilizing this type of financing and has been used in Moreno Valley on a number of other RDA assisted projects including the Cottonwood Place Apartments (PDDC), Bay Family Apartments (Global Premier Development), the Oakwood Apartments (Macfarlane Costa Housing Partners) and Phase I of the Rancho Dorado Apartments.

Affordable Housing Goals

State Redevelopment Law (Health and Safety Code Section 33413) requires that the RDA ensure that a portion of the housing developed and rehabilitated in the Redevelopment Project Area is available to households with incomes in the low and moderate income categories. The second phase of the Rancho Dorado Apartments will provide 78 units of affordable housing with recorded covenants maintaining rent affordability for 55 years. Upon completion of the second phase, the entire project will be complete and will provide a total of 150 units, of which 148 will be affordable. Because the project is situated within the Redevelopment Project Area, the RDA would get full credit for the affordable housing units created. Thus, the units would be credited toward the RDA's State-mandated affordable housing requirements. These requirements are outlined in the code section cited above which require the RDA to assist affordable housing projects within the Redevelopment Project Area.

ALTERNATIVES

1. Adopt RDA Resolution 2010-07 which ratifies certain findings and determinations regarding conditional financial assistance to the second phase of the Rancho Dorado Apartments known as Rancho Dorado South, and appropriate \$8,250,000 from the RDA's 20% Housing Set Aside fund balance for fiscal year 2010/11. *Staff recommends this alternative because it will assist in the development of the project and the creation of additional affordable housing opportunities.*
2. Decline to adopt RDA Resolution 2010-07 regarding conditional financial assistance to the second phase of the Rancho Dorado Apartments known as Rancho Dorado South, and the appropriation of \$8,250,000 from the RDA's 20% Housing Set Aside fund balance for fiscal year 2010/11. *Staff does not recommend this alternative because declining to adopt the resolution and appropriate the funding it will prevent the Developer from applying for tax credits and jeopardize the development of the project and the creation of additional affordable housing opportunities.*

FISCAL IMPACT

PDDC has requested RDA assistance in the amount of \$8,250,000. Staff proposes adoption of the resolution that pledges the RDA to provide assistance to the project from the RDA's 20% Housing Set Aside funds. If approved, the funds will be appropriated in the budget for FY 2009/10 using the RDA-Housing Set Aside Fund. There is sufficient cash flow to appropriate this funding level. Please note that there will be NO assistance from the City's General Fund.

<u>Fund</u>	<u>Business Unit</u>	<u>Amount</u>
894	RDA Affordable Housing Fund	\$8,250,000

Under state law, RDA Housing Set-Aside funds are restricted for uses that only support affordable housing.

CITY COUNCIL GOALS**Community Image, Neighborhood Pride, and Cleanliness**

The Rancho Dorado Apartments will promote community pride and foster an excellent image for Moreno Valley through the investment in the neighborhood and the creation of affordable housing units.

SUMMARY

In 2008, the Redevelopment Agency adopted resolutions that offered conditional financial assistance for the development of the 150-unit Rancho Dorado Apartments to be developed by Palm Desert Development Company. The project is located near the southeast corner of John F. Kennedy Drive and Perris Boulevard. Rancho Dorado was originally proposed as a 150-unit single phase project, but changes in the financial markets made it necessary to divide the project into two phases. Phasing construction allows each phase of the project to better compete for 9% tax credit equity financing. Staff requests that the City Council and the Board of Directors of the Community Redevelopment Agency reaffirm its intention to support the project and adopt the attached resolution approving the conditional financing structure between the RDA and MV Rancho Dorado LP in providing up to \$8,250,000 in gap financing assistance for the second phase of Rancho Dorado, using the RDA's 20% affordable housing set-aside funds.

ATTACHMENTS

Attachment A – Resolution No. RDA 2010-07

Department Head Approval
Barry Foster
Economic Development Director

Concurred By:
Michele Patterson
Redevelopment and Neighborhood Programs Administrator

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

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RESOLUTION NO. RDA 2010-07

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY SUPPORTING THE RANCHO DORADO SOUTH APARTMENTS HOUSING DEVELOPMENT, RATIFYING CERTAIN FINDINGS AND DETERMINATIONS MADE UNDER RESOLUTION NO. 2008-11 AND AFFIRMING ITS INTENTION TO PROVIDE ASSISTANCE TO MV RANCHO DORADO LIMITED PARTNERSHIP, A SUBSIDIARY OF PALM DESERT DEVELOPMENT COMPANY, INC.

WHEREAS, the California Tax Allocation Committee administers the Federal and State Tax Credits Allocation, a competitive allocation for tax credits to providers of housing units for low income households; and

WHEREAS, the California Tax Allocation Committee seeks affirmation from local Redevelopment Agencies that proposed projects will receive additional financial assistance and that they meet specific housing objectives; and

WHEREAS, Palm Desert Development Company, Inc. ("PDDC") proposed development of affordable rental units on a portion of the vacant property located generally at the southeast corner of Perris Boulevard and John F. Kennedy Boulevard; and

WHEREAS, MV Rancho Dorado Limited Partnership, a subsidiary of Palm Desert Development Company, Inc. to MV Rancho Dorado Limited Partnership, a California Limited Partnership, proposes to submit an application to develop (54) two-bedroom units and (24) three-bedroom affordable rental units and a manager's unit at the Site (the "South Project"); and

WHEREAS, the Agency has previously expressed its support for the South Project as part of and pursuant to its Resolution No. RDA 2008-11; and

WHEREAS, Agency analysis of the proposal indicates that the development would meet specified housing objectives.

NOW, THEREFORE, THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AND DETERMINE AS FOLLOWS:

Section 1. The Agency ratifies and approves its findings and determinations under Resolution No. RDA 2008-11 concerning the South Project. The Agency instructs and directs Agency staff to reserve moneys equal to the requested amount of up to \$8,250,000 to MV Rancho Dorado Limited Partnership, subject to applicable legal requirements and negotiation of an Affordable Housing Agreement ("AHA") satisfactory to the Agency, for the development of (54) two-bedroom units and (24) three-bedroom units of

ATTACHMENT A

affordable multi-family rental housing on the Site, each of which shall be made available solely to very low income and low income households.

Section 2. In conjunction with a funding resolution for RDA assistance, PDDC shall defer \$500,000 in developer fees for the project and this shall be incorporated into an AHA.

Section 3. The Agency will negotiate an AHA which complies with all requirements of the California Redevelopment Law, conditioned on the receipt by MV Rancho Dorado Limited Partnership, of low income housing tax credits for the proposed development.

The adoption of this Resolution terminates Resolution RDA 2010-01 which shall hereafter have no force or effect.

This Resolution terminates on June 30, 2011, and shall thereafter have no force or effect, unless an AHA has theretofore been approved and executed by the Agency and the MV Rancho Dorado Limited Partnership, with respect to the Site.

APPROVED AND ADOPTED this 30th day of November, 2010.

Mayor of the City of Moreno Valley,
Acting in the capacity of Chairperson of the
Community Redevelopment Agency of the City of
Moreno Valley

ATTEST:

City Clerk, acting in the capacity of
Secretary of the Community
Redevelopment Agency of the
City of Moreno Valley

APPROVED AS TO FORM:

City Attorney, acting in the capacity of
General Counsel of the Community
Redevelopment Agency of the
City of Moreno Valley

RESOLUTION JURAT

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, JANE HALSTEAD, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, California, do hereby certify that RDA Resolution No. 2010-__ was duly and regularly adopted by the Agency Members of the Community Redevelopment Agency of the City of Moreno Valley at a regular meeting thereof held on the 22nd day of June, 2010 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

SECRETARY

(SEAL)

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
CITY OF MORENO VALLEY)

I, JANE HALSTEAD, Secretary of the Community Redevelopment Agency of the City of Moreno Valley, California, do hereby certify and attest the foregoing to be a true and correct copy of the original Resolution No. RDA 2010-01 on file in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Moreno Valley Community Redevelopment Agency, this 22nd day of June, 2010.

Jane Halstead, CMC, Secretary

(SEAL)

CITY MANAGER'S REPORT

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

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