

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

October 12, 2010

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

City Council Closed Session

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

City Council Study Sessions

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

City Council Meetings

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

City Hall Council Chamber - 14177 Frederick Street

Upon request, this agenda will be made available in appropriate alternative formats to persons with disabilities, in compliance with the Americans with Disabilities Act of 1990. Any person with a disability who requires a modification or accommodation in order to participate in a meeting should direct such request to 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
October 12, 2010

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing Kaliesha West – WBO Bantamweight World Champion
2. "Spotlight on Moreno Valley Business"

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

**REGULAR MEETING - 6:30 PM
OCTOBER 12, 2010**

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

INVOCATION

ROLL CALL

INTRODUCTIONS

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

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

JOINT CONSENT CALENDARS (SECTIONS A-D)

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

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

A. CONSENT CALENDAR-CITY COUNCIL

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

A.2 MINUTES - REGULAR MEETING OF SEPTEMBER 28, 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 September 22 – October 5, 2010.

A.4 CALIFORNIA OFFICE OF TRAFFIC SAFETY "NEXT GENERATION CLICK IT OR TICKET" MINI-GRANT FUNDING OPPORTUNITY (Report of: Police Department)
Recommendation:
Approve the grant application and authorize acceptance (if granted) of the California Office of Traffic Safety 2010/2011 "Click It or Ticket" seatbelt enforcement mini-grant program in the amount of \$15,068.93 for the period beginning November 15, 2010, and ending September 6, 2011.

A.5 CALIFORNIA OFFICE OF TRAFFIC SAFETY "SOBRIETY CHECKPOINT MINI-GRANT PROGRAM FOR LOCAL LAW ENFORCEMENT AGENCIES" GRANT (Report of: Police Department)
Recommendation:
Approve the grant application and authorize acceptance (if granted) of the California Office of Traffic Safety (OTS) "Sobriety Checkpoint Mini-Grant Program for Local Law Enforcement Agencies" in the amount of \$62,432.62 for the period beginning November 1, 2010, and ending September 6, 2011.

A.6 NOTICE OF COMPLETION AND ACCEPTANCE OF THE CONSTRUCTION FOR THE INSTALLATION AND ENERGIZING OF 750KCMIL 12KV ELECTRICAL CABLE AND REMOVAL & INSTALLATION OF #2 AWG 12KV ELECTRICAL CABLE ON IRIS AVE. – PERRIS BLVD.

TO LASSELLE STREET, PROJECT NO. MVU-0006; THE INSTALLATION OF ELECTRICAL CONDUIT AND VAULTS ON ELSWORTH STREET – GOLDENCREST DRIVE TO CORPORATE CENTER DRIVE, PROJECT NO. MVU-0007; THE INSTALLATION OF ELECTRICAL CONDUIT AND VAULTS, AND THE INSTALLATION AND ENERGIZING OF 750KCMIL 12KV ELECTRICAL CABLE ON PERRIS BLVD. – IRIS AVE. TO JFK DRIVE, PROJECT NO. MVU-0009; AND THE INSTALLATION OF ELECTRICAL CONDUIT AND VAULTS, AND THE INSTALLATION AND ENERGIZING OF 750KCMIL 12KV ELECTRICAL CABLE ON PERRIS BLVD. – RED MAPLE LN. TO GROVEVIEW RD., PROJECT NO. MVU-0014 (Report of: Public Works Department)

Recommendation:

1. Accept the work as complete for:

The installation and energizing of 750kcmil 12kv electrical cable and removal & installation of #2 AWG 12kv electrical cable on Iris Ave. – Perris Blvd. to Lasselle Street, Project No. MVU-0006; the installation of electrical conduit and vaults on Elsworth Street – Goldencrest Drive to Corporate Center Drive, Project No. MVU-0007; the installation of electrical conduit and vaults, and the installation and energizing of 750kcmil 12kv electrical cable on Perris Blvd. – Iris Ave. to John F. Kennedy Drive, Project No. MVU-0009; and the installation of electrical conduit and vaults, and the installation and energizing of 750kcmil 12kv electrical cable on Perris Blvd. – Red Maple Ln. to Groveview RD., Project No. MVU-0014;

All construction has been completed by Richard Lopez Construction, Corona, California.

2. Direct the City Clerk to record the Notice of Completion within ten (10) days, at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code; and
 3. Authorize the Financial and Administrative Services Director to release the retention to Richard Lopez Construction, thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.
- A.7 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR PROJECT NOS. MVU-0003, 0006, 0008, 0010, 0011, 0012, 0014; THE INSTALLATION OF ELECTRICAL CONDUITS, MANHOLES, SWITCHES AND INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE ON COTTONWOOD AVE. – MORENO BEACH DR. TO QUINCY ST., LASSELLE ST. – JOHN F KENNEDY DR. TO CACTUS AVE.; THE INSTALLATION OF ELECTRICAL CONDUITS, MANHOLES, AND

INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE ON JOHN F. KENNEDY DR. – PERRIS BLVD. TO LASSELLE ST.; INSTALLATION OF ELECTRICAL CONDUITS, VAULTS, MANHOLES, AND INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE ON CACTUS AVE. – LASSELLE ST. TO NASON ST., INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE ON NASON ST. – CACTUS AVE. TO ALESSANDRO BLVD., INSTALLATION OF ELECTRICAL CONDUITS, SWITCHES, VAULTS, MANHOLES, AND INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE ON ALESSANDRO BLVD. – MORRISON ST. TO MORENO BEACH DR. (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the installation of electrical conduits, manholes, switches and installation and energizing of 1000 KCMIL, 12kV cable on Cottonwood Ave. – Moreno Beach Dr. to Quincy St., Project Nos. MVU-0003, 0006, and 0008; the installation of electrical conduits, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on John F. Kennedy Dr. – Perris Blvd. to Lasselle St., installation of electrical conduits, switches, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Lasselle St. – John F Kennedy Dr. to Cactus Ave., installation of electrical conduits, vaults, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Cactus Ave. – Lasselle St. to Nason St., installation and energizing of 1000 KCMIL, 12kV cable on Nason St. – Cactus Ave. to Alessandro Blvd., installation of electrical conduits, switches, vaults, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Alessandro Blvd. – Morrison St. to Moreno Beach Dr., Project Nos. MVU-0010, 0011, 0012, 0014, to H & H Contractors, the lowest responsible bidder;
2. Authorize the Mayor to execute a contract with H & H General Contractors;
3. Authorize the Financial and Administrative Services Director to issue a Purchase Order to H & H General Contractors, in the amount of \$2,413,664.00 (the base bid amount plus 10% contingency) for the installation of electrical conduits, manholes, switches and installation and energizing of 1000 KCMIL, 12kV cable on Cottonwood Ave. – Moreno Beach Dr. to Quincy St., Project Nos. MVU-0003, 0006, and 0008; the installation of electrical conduits, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on John F. Kennedy Dr. – Perris Blvd. to Lasselle St., installation of electrical conduits, switches, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Lasselle St. – John F Kennedy Dr. to Cactus Ave., installation of electrical conduits, vaults, manholes, and installation and energizing

of 1000 KCMIL, 12kV cable on Cactus Ave. – Lasselle St. to Nason St., installation and energizing of 1000 KCMIL, 12kV cable on Nason St. – Cactus Ave. to Alessandro Blvd., installation of electrical conduits, switches, vaults, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Alessandro Blvd. – Morrison St. to Moreno Beach Dr., Project Nos. MVU-0010, 0011, 0012, 0014, when the contract has been signed by all parties. (Account Nos. 602.61829, 602.61832, 602.61827, 602.61835, 602.61836, 602.61837, and 602.61839); and

4. Authorize the Director of Public Works/City Engineer to execute any subsequent change orders to the contract with H & H General Contractors up to, but not to exceed the Purchase Order Contingency authorized for the base bid amount of \$2,194,240.00.

A.8 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT AND TO ASSIGN THE CONTRACT TO THE COMMUNITY REDEVELOPMENT AGENCY FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM DAY STREET TO BARCLAY DRIVE; PROJECT NO. 10-41570027 (ALSO LISTED AS C.3) (Report of: Public Works Department)

Recommendation:

1. Award the construction contract (Agreement) for the Ironwood Avenue Improvements from Day Street to Barclay Drive to Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, the lowest responsible bidder;
2. Authorize the City Manager to execute the Agreement with Riverside Construction Company, Inc. and to subsequently assign said Agreement to the Community Redevelopment Agency; and
3. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the Agreement with Riverside Construction Company, Inc. up to but not exceeding the contingency amount of \$230,637.70, subject to the approval of the City Attorney.

A.9 RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO APPROVE PARTIAL SECURITY REDUCTIONS (CONTINUED FROM SEPTEMBER 28, 2010)(Report of: Public Works Department)

Recommendation:

Adopt the proposed resolution (Resolution No. 2010-88) authorizing the Public Works Director/City Engineer to approve partial security reductions of the public improvement securities and accept the partial Public Improvements as complete, but not into the City maintained system.

Resolution No. 2010-88

A Resolution of the City Council of the City Of Moreno Valley, California, Authorizing the Public Works Director/City Engineer to Reduce Securities Associated with Public Improvements

B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF SEPTEMBER 28, 2010 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

B.3 MINUTES - SPECIAL MEETING OF SEPTEMBER 21, 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 SEPTEMBER 28, 2010 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

C.3 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT AND TO ASSIGN THE CONTRACT TO THE COMMUNITY REDEVELOPMENT AGENCY FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM DAY STREET TO BARCLAY DRIVE; PROJECT NO. 10-41570027 (ALSO LISTED AS A.8) (Report of: Public Works Department)

Recommendation:

1. Accept the assignment of the Agreement and any subsequent change orders with Riverside Construction Company, Inc. from the City;
2. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of

Moreno Valley, to execute the Assignment Agreement on behalf of the Community Redevelopment Agency; and

3. Authorize the issuance of a Purchase Order to Riverside Construction Company, Inc. in the amount of \$1,768,222.35 (\$1,537,584.65 plus 15% contingency) for the Ironwood Avenue Improvements from Day Street to Barclay Drive, when the Agreement has been signed by all parties (Account No. 897.91727).

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

D.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

D.2 MINUTES - REGULAR MEETING OF SEPTEMBER 28, 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 A PUBLIC HEARING TO REPEAL AND RESCISSION OF PRIOR APPROVAL OF AN INDUSTRIAL COMPLEX (PA07-0152, PA07-0153, PA07-0154, PA07-0155 and PA07-0156) WITH FOUR BUILDINGS (1,484,407 TOTAL SQ FT) ON 66.9 NET ACRES, A TENTATIVE PARCEL MAP 35879 (PA07-0151) TO CREATE FOUR PARCELS, GENERAL PLAN (PA08-0057) AND SPECIFIC PLAN (P08-060) AMENDMENTS TO REALIGN KRAMERIA STREET IN THE CIRCULATION ELEMENT OF THE GENERAL PLAN AND IN THE MORENO VALLEY INDUSTRIAL SPECIFIC PLAN (SP 208) (Report of: Community Development Department)

Recommendation: That the City Council:

1. RECOGNIZE that the repeal of an industrial complex (PA07-0152, PA07-0153, PA07-0154, PA07-0155 and PA07-0156), Tentative Parcel Map # 35879 (PA07-0151), General Plan (PA08-0057) and Specific Plan (P08-060) Amendments qualifies as a Statutory Exemption under Section 15270 of the California Environmental Quality Act (CEQA) Guidelines in that CEQA does not apply to projects which a public agency disapproves;

2. ADOPT Resolution No. 2010-90, RESCINDING Resolution No. 2009-44, and thereby disapproving the General Plan Amendment (PA08-0057), and returning the alignment of Krameria Avenue between Heacock Street and Indian Street and classification of Krameria Avenue in the Circulation Element of the General Plan to those in place predating the approval of PA08-0057 (maps attached to the Resolution as Exhibits A, B, C, D and E);

Resolution No. 2010-90

A Resolution of the City Council of the City of Moreno Valley, California, Rescinding Resolution No. 2009-44, thereby Disapproving the Amendment to the General Plan Circulation Element (PA08-0057) to Realign Krameria Avenue between Iris Avenue and Heacock Street and Downgrade Krameria Avenue from a Minor Arterial to a Industrial Collector, as Described in the Resolution, and the Revised General Plan Maps Attached to the Resolution as Exhibits A, B, C, D and E

3. INTRODUCE Ordinance No. 815, REPEALING Ordinance No. 793, and thereby rescinding approval of the Specific Plan Amendment (P08-060), and returning the alignment of Krameria Avenue between Heacock Street and Indian Street in the Circulation Element in the Moreno Valley Industrial Specific Plan (SP 208) to those in place predating the approval of P08-060 (maps attached to the Ordinance as Exhibits A, B, C, and D); and

Ordinance No. 815

An Ordinance of the City Council of the City of Moreno Valley, California, repealing Ordinance No. 793 (P08-060) a Specific Plan Amendment to Realign Krameria Avenue between Iris Avenue and Heacock Street and Downgrade Krameria Avenue from a Minor Arterial to a Industrial Collector in the Moreno Valley Industrial Specific Plan (SP 208) as Described in the Ordinance, and the Revised Specific Plan Maps Attached to the Ordinance as Exhibits A, B, C and D

4. ADOPT Resolution No. 2010-91, RESCINDING Resolution No. 2009-45, and thereby disapproving the industrial complex and related applications: PA07-0151 (Tentative Parcel Map 35879), PA07-0152 (Master Plot Plan), PA07-0153 (Plot Plan), PA07-0154 (Plot Plan), PA07-0155 (Plot Plan), and PA07-0156 (Plot Plan), and therefore DECERTIFYING the Mitigated Negative Declaration prepared for the project, RESCINDING the adoption of the Statement of Overriding Findings and RESCINDING the approval of the Mitigation Monitoring

Program (P09-072).

Resolution No. 2010-91

A Resolution of the City Council of the City of Moreno Valley, California, Rescinding Resolution No. 2009-45, Thereby Disapproving the Plot Plan Applications PA07-0152, PA07-0153, PA07-0154, PA07-0155 and PA07-0156 and Tentative Parcel Map 35879 (PA07-0151). The Project is Located at the Southeast Corner Of Iris Avenue and Heacock Street

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

G. REPORTS

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

- G.2 CONSIDERATION OF ALTERNATIVES FOR THE COMMUNITY SERVICES DISTRICT (CSD) ZONE B (RESIDENTIAL STREET LIGHTING) PROGRAM (Report of: Public Works Department)

Recommendation: That the CSD:

Provide direction to staff on the alternatives to be implemented for the CSD Zone B (Residential Street Lighting) program.

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

H. LEGISLATIVE ACTIONS

- H.1 ORDINANCES - 1ST READING AND INTRODUCTION - NONE
- H.2 ORDINANCES - 2ND READING AND ADOPTION - NONE
- H.3 ORDINANCES - URGENCY ORDINANCES - NONE
- H.4 RESOLUTIONS - NONE

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

Those wishing to speak should complete and submit a BLUE speaker slip to the

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

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

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

CLOSED SESSION

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

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

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

The Closed Session will be held pursuant to Government Code:

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

Number of Cases: 2

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

Number of Cases: 2

3 SECTION 54956.8 - CONFERENCE WITH REAL PROPERTY NEGOTIATOR

a) Property: SR-60/Moreno Beach Drive Interchange Project
City Negotiator: Chris A. Vogt
Under Negotiation: Price and terms of payment

APN/Caltrans Parcel No.	Owner	Site Address	Site Location
488-080-014 488-080-017	Equitable Moreno Valley II Partnership	None	Northeast quadrant of SR-60 and Moreno Beach Drive
21447	Kenneth E. Williams, Successor Trustee of the Lila M. Jones Trust	None	South side of SR-60, east of Moreno Beach Dr., between Eucalyptus Ave. and SR-60 (between Auto Mall and SR-60)
488-080-016	Thomas J. Chen, Glendy Liu Chen and Theresa B. Chen	None	North side of SR-60 adjacent to Moreno Beach westbound off-ramp
488-090-008	Strebor Land Holdings LLC	None	East side of Moreno Beach Dr. Between Eucalyptus Ave. and SR-60 right-of-way
488-270-021	Jocelyn Sarte McGinness	None	North side of SR-60 adjacent to Moreno Beach Dr. westbound off-ramp
488-270-022 488-270-023	Julie Yu Chu	None	North side of SR-60 adjacent to Moreno Beach Dr. westbound Off-ramp
488-100-011 488-100-012	Moreno H & S	12611 Moreno Beach Dr.	Southwest corner of Moreno Beach Dr. and Eucalyptus Ave.
21884	Robert Getz, Anita May Rosenstein, Gloria May Offerman – Trustees of the David May II – Dorothy Duffy May Trust and David May II, Trustee of the David May II Revocable Trust	None	South side of SR-60, east of Moreno Beach Dr. between Eucalyptus Ave. and SR-60 (between Auto Mall and SR-60)
488-080-013	Chado & Chado Moreno Valley Ltd.	None	West side of Moreno Beach Dr. between Hemlock Ave. and SR-60 right-of-way

4 SECTION 54957 - PUBLIC EMPLOYEE APPOINTMENT/PUBLIC EMPLOYMENT

a) City Manager Recruitment

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

ADJOURNMENT

MINUTES
CITY COUNCIL OF THE CITY OF MORENO VALLEY
September 28, 2010

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Officer of the Quarter Presentation to Corporal Michael Lopez
2. Proclamation Recognizing September 2010 as National Preparedness Month

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

**REGULAR MEETING – 6:30 PM
September 28, 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 6:34 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 Molina.

INVOCATION - Deacon Richard Heames, St. Patrick's Roman Catholic Church

ROLL CALL

Council:

Bonnie Flickinger	Mayor
Robin N. Hastings	Mayor Pro Tem
Jesse L. Molina	Council Member
Richard A. Stewart	Council Member (arrived at 7:14 p.m.)

Absent:

William H. Batey II	Council Member
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Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
William Bopf	Interim City Manager
Rick Teichert	Financial & 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
Kyle Kollar	Interim Community Development
Barry Foster	Economic Development Director
Sonny Morkus	Human Resources Director
John Ruiz	Interim Human Resources Director

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City Manager commended outgoing Interim Human Resources Director John Ruiz for his excellent job and introduced new Human Resources Director Sonny Marcus.

Mayor Flickinger announced that the public's right to be heard is the same during the campaign season as it is at any other time; each speaker has three minutes to talk about any subject which falls under the jurisdiction of the City Council, including the upcoming election; the council members, however, are prohibited from making campaign statements from the dais; they are permitted to correct any misinformation that may be presented at the podium, but not to speak on behalf of any campaign from the dais.

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.11 TRACT MAP 32625 - ACCEPT IMPROVEMENT CREDIT/REIMBURSEMENT AGREEMENT TRANSPORTATION UNIFORM MITIGATION FEE PROGRAM - DEVELOPER: MERITAGE HOMES OF CALIFORNIA, INC., IRVINE CA, 92617 (Report of: Public Works Department)

Recommendation:

1. Accept the Improvement Credit/Reimbursement Agreement Transportation Uniform Mitigation Fee Program (TUMF Agreement) for Tract 32625;
2. Authorize the Mayor to execute the Agreement; and
3. Direct the City Clerk to forward the signed Agreement to the County Recorder's Office for recordation.

Motion to Continue Item A11 to October 12, 2010 City Council Meeting by m/Mayor Pro Tem Robin N. Hastings, s/Council Member Jesse L. Molina Approved by a vote of 3-0-2, Council Member William H. Batey II, and Council Member Richard A. Stewart absent.

Mayor Flickinger opened the agenda items for the Consent Calendars for public comments, which were received from Deanna Reeder (Item A9) and Pete Bleckert (Item A15).

AGENDA ORDER

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF SEPTEMBER 14, 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 September 8-21, 2010, 2010.

A.4 TRACT 29920 - PARTIALLY REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PARTIAL PUBLIC IMPROVEMENTS AS COMPLETE - DEVELOPER: CHT INVESTMENT, LLC, NEWPORT BEACH, CA 92660 (Report of: Public Works Department)

Recommendation:

1. Accept the partial Public Improvements, as complete, but not into the City's maintained street system; and
2. Authorize the Public Works Director/City Engineer to execute the partial reduction to the amount of the Faithful Performance security.

A.5 TRACT 29920-2 - PARTIALLY REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PARTIAL PUBLIC IMPROVEMENTS AS COMPLETE - DEVELOPER: CHT INVESTMENT, LLC, NEWPORT BEACH, CA 92660 (Report of: Public Works Department)

Recommendation:

1. Accept the partial Public Improvements, as complete, but not into the City's maintained street system; and
2. Authorize the Public Works Director/City Engineer to execute

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the partial reduction to the amount of the Faithful Performance security.

- A.6 TRACT 29920-3 - PARTIALLY REDUCE THE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PARTIAL PUBLIC IMPROVEMENTS AS COMPLETE - DEVELOPER: CHT INVESTMENT, LLC, NEWPORT BEACH, CA 92660 (Report of: Public Works Department)

Recommendation:

1. Accept the partial Public Improvements, as complete, but not into the City's maintained street system; and
2. Authorize the Public Works Director/City Engineer to execute the partial reduction to the amount of the Faithful Performance security.

- A.7 TRACT 30268 - PARTIALLY REDUCE FAITHFUL PERFORMANCE BOND AND ACCEPT THE PARTIAL PUBLIC IMPROVEMENTS AS COMPLETE - DEVELOPER: CHT INVESTMENT, LLC, NEWPORT BEACH, CA 92660 (Report of: Public Works Department)

Recommendation:

1. Accept the partial Public Improvements, as complete, but not into the City's maintained street system; and
2. Authorize the Public Works Director/City Engineer to execute the partial reduction to the amount of the Faithful Performance security.

- A.8 APPROVAL OF CHECK REGISTER FOR JULY, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2010-84, approving the Check Register for the month of July, 2010 in the amount of \$8,141,103.96.

Resolution No. 2010-84

A Resolution of the City Council of the City of Moreno Valley, California, Approving the Check Register for the Month of July, 2010

- A.9 ADOPTION OF ROUTE 60 CORRIDOR MASTER PLAN FOR AESTHETICS AND LANDSCAPING (Report of: Public Works Department)

Recommendation:

Review and adopt the Route 60 Corridor Master Plan for Aesthetics and Landscaping prepared by Caltrans.

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A.10 APPROVE AMENDMENTS TO THE AGREEMENT WITH THE STATE OF CALIFORNIA TO EXTEND SCOPE OF WORK FOR THE CITY'S BICYCLE TRANSPORTATION ACCOUNT (BTA) GRANT TO ALLOW FOR DESIGN AND IMPLEMENTATION OF BIKE LANES ON CERTAIN STREETS (Report of: Public Works Department)

Recommendation:

1. Approve the Amendments to the Agreement with the State of California to extend the scope of work of the Bicycle Transportation Account project to provide for striping of bike lanes on certain streets;
2. Appropriate funds in the amount of \$49,000.00 from Measure "A" unappropriated fund balance to account 125.65320 for the purpose of tracking and billing to the state expenditures related to design and implementation of said bike lanes; and
3. Authorize the Public Works Director to execute any subsequent amendments related to this agreement.

A.12 TRACT MAP 32834 - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF CERTAIN PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING GOLDEN FIELD COURT, WATERFORD WAY, WINDHAVEN DRIVE, MISTY MEADOW COURT, WOODGLEN LANE, WARM SPRINGS WAY, WILD SAGE LANE, COLD CREEK COURT, OAK RIDGE ROAD, BROOKSIDE LANE, CREEKSIDE WAY, QUAIL CREEK DRIVE, SUMMER WINDS ROAD, BLOOMFIELD ROAD, MILL CREEK ROAD, AND THE PORTION OF EUCALYPTUS AVENUE, NASON STREET, AND DRACAEA AVENUE ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: BEAZER HOMES HOLDING CORP, BREA, CA 92821 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2010-85 authorizing the acceptance of certain public improvements within Tract Map 32834 as complete and accepting Golden Field Court, Waterford Way, Windhaven Drive, Misty Meadow Court, Woodglen Lane, Warm Springs Way, Wild Sage Lane, Cold Creek Court, Oak Ridge Road, Brookside Lane, Creekside Way, Quail Creek Drive, Summer Winds Road, Bloomfield Road, Mill Creek Road, and the portion of Eucalyptus Avenue, Nason Street, and Dracaea Avenue associated with the project into the City's maintained street system; and

MINUTES
September 28, 2010

Resolution No. 2010-85

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of Certain Public Improvements as Complete within Tract Map 32834 and Accepting Golden Field Court, Waterford Way, Windhaven Drive, Misty Meadow Court, Woodglen Lane, Warm Springs Way, Wild Sage Lane, Cold Creek Court, Oak Ridge Road, Brookside Lane, Creekside Way, Quail Creek Drive, Summer Winds Road, Bloomfield Road, Mill Creek Road, and the Portion of Eucalyptus Avenue, Nason Street, and Dracaea Avenue Associated with the Project Into the City's Maintained Street System

2. Authorize the City Engineer to execute the additional reduction to the Faithful Performance Bond, exonerate the remaining 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.13 ADOPTION OF RESOLUTION APPOINTING A NEW CITY TREASURER AND RESCINDING PRIOR APPOINTMENTS (Report of: Financial & Administrative Services Department)

Recommendation:

Adopt Resolution No. 2010-86 appointing Richard Teichert City Treasurer effective September 29, 2010.

Resolution No. 2010-86

A Resolution of the City Council of the City of Moreno Valley, California, Appointing a New City Treasurer Effective September 29, 2010 and Rescinding Prior Appointments

A.14 READOPTING CONFLICT OF INTEREST CODE (ALSO LISTED AS ITEMS B.3 AND C.3) (Report of: City Clerk's Department)

Recommendation:

Adopt Resolution No. 2010-87, readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repealing all prior enactments on the same subject.

Resolution No. 2010-87

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

MINUTES
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California, Readopting a Conflict of Interest Code by Reference to the Fair Political Practices Commission's Standard Model Conflict of Interest Code, and Repealing all Prior Enactments on the Same Subject

- A.15 SEVENTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES AND ASSIGNMENT OF AGREEMENT AND ALL AMENDMENTS TO THE COMMUNITY REDEVELOPMENT AGENCY FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE - PROJECT NO. 09-89791726 (ALSO LISTED AS AGENDA ITEM C4) (Report of: Public Works Department)

Recommendation:

1. Approve the "Seventh Amendment to Agreement for Professional Consultant Services" with AECOM Technical Services, Inc., 1501 Quail Street, Newport Beach, California 92660;
2. Authorize the City Manager to execute said "Seventh Amendment to Agreement for Professional Consultant Services" with AECOM Technical Services, Inc.;
3. Authorize the Public Works Director/City Engineer to execute any subsequent related minor amendment(s) to the agreement with AECOM Technical Services, Inc., subject to the approval of the City Attorney; and
4. Authorize the assignment of the "Agreement for Professional Consultant Services" and all subsequent amendments with AECOM Technical Services to the Community Redevelopment Agency.

- A.16 PM 33152-1 – REQUEST TO RATIFY THE PARTIAL REDUCTIONS TO THE IMPROVEMENT SECURITY FOR THE OLD 215 FRONTAGE ROAD ROADWAY PROJECT. DEVELOPER: ANDLAND PROPERTIES, LLC (Report of: Public Works Department)

Recommendation:

Ratify the partial reductions to the public improvement security provided by the Public Works Director/City Engineer for the Old 215 Frontage Road roadway project, PM 33152-1 in accordance with the approved Public Improvement Agreement granted on December 28, 2009, February 18, 2010 and August 11, 2010.

MINUTES
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B. CONSENT CALENDAR-COMMUNITY SERVICES DISTRICT

B.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

B.2 MINUTES - REGULAR MEETING OF SEPTEMBER 14, 2010 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

B.3 MINUTES - SPECIAL MEETING OF SEPTEMBER 21, 2010 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

B.4 READOPTING CONFLICT OF INTEREST CODE (ITEM ALSO LISTED AS A.14) (Report of: City Clerk's Department)

Recommendation:

Adopt Resolution CSD No. 2010-23, readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repealing all prior enactments on the same subject.

Resolution CSD No. 2010-23

A Resolution of the Community Services District of the City of Moreno Valley, California, Readopting a Conflict of Interest Code by Reference to the Fair Political Practices Commission's Standard Model Conflict of Interest Code, and Repealing all Prior Enactments on the Same Subject

C. CONSENT CALENDAR - COMMUNITY REDEVELOPMENT AGENCY

C.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

C.2 MINUTES - REGULAR MEETING OF SEPTEMBER 14, 2010 (Report of: City Clerk's Department)

Recommendation:

Approve as submitted.

C.3 READOPTING CONFLICT OF INTEREST CODE (ITEM ALSO LISTED AS A.14) (Report of: City Clerk's Department)

MINUTES
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Recommendation:

Adopt Resolution No. RDA 2010-06, readopting a Conflict of Interest Code to amend the list of designated employees having filing requirements, and repealing all prior enactments on the same subject.

Resolution No. RDA 2010-06

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley, California, Readopting a Conflict of Interest Code by Reference to the Fair Political Practices Commission's Standard Model Conflict of Interest Code, and Repealing all Prior Enactments on the Same Subject

- C.4 SEVENTH AMENDMENT TO AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES FOR THE INDIAN DETENTION BASIN DRAINAGE IMPROVEMENTS, AND IRONWOOD AVENUE STREET IMPROVEMENTS FROM HEACOCK STREET TO NITA DRIVE - PROJECT NO. 09-89791726 (ALSO LISTED AS AGENDA ITEM A.15) (Report of: Public Works Department)

Recommendation:

1. Accept the assignment of the Agreement and subsequent Amendments with AECOM Technical Services, Inc. from the City;
2. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Assignment Agreement on behalf of the Community Redevelopment Agency; and
3. Authorize a Change Order to increase the Purchase Order with AECOM Technical Services, Inc. for \$108,563.00 for additional professional services and extend the contract time to December 30, 2011, when the Seventh Amendment to Agreement for Professional Consultant Services has been signed by all parties (Account No. 897.91726).

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

- D.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

- D.2 MINUTES - REGULAR MEETING OF SEPTEMBER 14, 2010 (Report of: City Clerk's Department)

Recommendation:

MINUTES
September 28, 2010

Approve as submitted.

Motion to Approve Joint Consent Calendar Items A1 – D2 except Item A11, which was continued, and Item A17, which was pulled for separate discussion/action by m/Mayor Pro Tem Robin N. Hastings, s/Council Member Jesse L. Molina
Approved by a vote of 3-0-2, Council Member William H. Batey II, and Council Member Richard A. Stewart absent.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING TO CONSIDER AMENDMENT OF FY 2010-2011 FEE SCHEDULE TO INCLUDE COTTONWOOD GOLF CENTER FEE ADJUSTMENTS (Report of: Parks and Community Services Department)

Recommendation: That the City Council and CSD:

1. Conduct a Public Hearing to receive public input on adoption of adjustment of Cottonwood Golf Center Fees for FY 2010-2011; and
2. Adopt Resolution No. 2010-89 amending Resolution No. 2010-23, Section 7, Parks and Community Services, to amend Cottonwood Golf Center fees into the Fee Schedule for FY 2010-11.

Resolution No. 2010-89

A Resolution of the City Council of the City of Moreno Valley, California, Establishing Specified Fees for the Cottonwood Golf Center for Fiscal Year 2010-11 and Repealing Prior Resolutions That May Be In Conflict

Mayor Flickinger opened the public testimony portion of the public hearing. Public testimony was received from Rick Maddott, Mick Rood, Eddie Torres, Kenny Bell, and Lee Pearl.

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

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

A.17 RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO APPROVE PARTIAL SECURITY REDUCTIONS (Report

MINUTES
September 28, 2010

of: Public Works Department)

Recommendation:

Adopt the proposed resolution (Resolution No. 2010-88) authorizing the Public Works Director/City Engineer to approve partial security reductions of the public improvement securities and accept the partial Public Improvements.

Resolution No. 2010-88

A Resolution of the City Council of the City Of Moreno Valley, California, Authorizing the Public Works Director/City Engineer to Reduce Security Given for Faithful Performance of Public Improvements

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

Motion to continue Item A17 to the October 12, 2010 City Council Meeting and to bring back a revised resolution by m/Council Member Richard A. Stewart, s/Mayor Pro Tem Robin N. Hastings
Approved by a vote of 4-0-1, Council Member William H. Batey II absent.

G. REPORTS

- G.1 PUBLIC AWARENESS: REGISTRATION AND VOTING OPTION FOR THE NOVEMBER ELECTION (POWERPOINT PRESENTATION) (Ed Thomas, Director of Public Relations Registrar of Voters Department County of Riverside)

No action required.

- G.2 APPOINTMENT TO THE ENVIRONMENTAL AND HISTORICAL PRESERVATION BOARD (Report of: City Clerk's Department)

Recommendation: That the City Council:

1. Appoint Reese McClure to the Environmental and Historical Preservation Board with a term expiring June 30, 2013; or
2. If appointment is not made, declare the position vacant and authorize the City Clerk to re-notice the position as vacant.

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

MINUTES
September 28, 2010

Motion to appoint Reese McClure to the Environmental and Historical Preservation Board with a term June 30, 2013 by m/Mayor Pro Tem Robin N. Hastings, s/Council Member Richard A. Stewart Approved by a vote of 4-0-1, Council Member William H. Batey II absent.

- G.3 APPROVAL OF THE MORENO VALLEY PARKS, RECREATION, AND OPEN SPACE COMPREHENSIVE MASTER PLAN (Continued from September 14, 2010) (Report of: Parks and Community Services)

Recommendation: That the City Council and CSD:

Approve the Moreno Valley Parks, Recreation, and Open Space Comprehensive Master Plan.

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

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

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

The City Manager announced the following:

1. The Code Enforcement received the 110,000 dollar grant to continue the Graffiti Tracker program and to hire part-time code enforcement officers to focus on maintenance issues of foreclosed properties
2. Planning staff approved administratively a plot plan for revisions for the new Buffalo Wild Wings restaurant, and for the existing Arco gas station on Alessandro Blvd. All Moreno Valley Arco stations represent one of the highest sales tax generators in the City
3. Ross store has completed expansion of its distribution center, added a 3rd work shift increasing employment to 1,425 employees, and will hire another 100 to 150 temporary employees for the holiday season
4. Over 3,300 jobs were generated in the last two years - commended Economic Development Department staff for the great job
5. Shop Moval marketing program is underway; all the Chambers are participating; the campaign includes an ad displayed in a kiosk at the Moreno Valley Mall, flyer inserts displayed in the Press Enterprise, YourVilla magazine, pe.com, and City Link; public service announcements on MVTV-3, and banners to be installed in October at several major shopping centers
6. The Economic Development Department expanded \$11.39 million of Neighborhood Stabilization Program (NSP) funding prior to the deadline in

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September; 49 single family homes and 2 apartments with a total of 27 units were purchased, seven of single-family homes were sold. The City was awarded additional \$3.7million through a new round of funding

7. The Police Department received the \$500,000 grant through the efforts of Congresswoman Mary Bono Mack, which will allow the Police Department to fund one SRO (School Resource Officer) at Rancho Verde High School for a period of three years

8. The City exceeded the waste diversion target of 50% by reaching a total waste diversion rate of 63% - very commendable accomplishment

H. LEGISLATIVE ACTIONS

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

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

H.3 ORDINANCES - URGENCY ORDINANCES - NONE

H.4 RESOLUTIONS - NONE

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

Deanna Reeder

1. Political campaign; candidates for City Council in District 4

Alicia Espinoza

1. Use of credit cards

Steve Rogers

1. Sunshine ordinance in Riverside County
2. Public records request

Louise Palomarez

1. City Manager's salary
2. Taxes paid by residents; subsidies to businesses

Pete Bleckert

1. City Manager's contract

Julie Stewart

1. Thanked Mayor Flickinger for all the support
2. Citywide neighborhood watch

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

Council Member Stewart

1. Apologized for being late; is coming back straight from the airport, flying back from visiting his sick mother-in-law
2. Responded to speaker's comments regarding credit card uses and explained the process/background paperwork
3. Responded to comments regarding City Manger's contract - the City uses a standard contract and negotiates fine points with the potential senior employee; the previous city manager's compensation was taken from W2 report and included vacation and sick leave cash-out; the golden handshake can't be individualized; it has to be applied to a category of employees; addressed retirement benefits provided by PERS
4. Responded to Ms. Reader's comments regarding campaign flyers - that particular permit listed on the flyers belongs to that particular printer, not to any entity or a person
5. Addressed the credit cards use by the Police Department; the Police Chief responded that the Police Department typically charges for food and coffee for volunteers who work for long hours for free; will look at the specific charges; Oakley sunglasses are only used by motor officers for safety, and they are recognized as safety/protective equipment
6. One of the Planning Commissioners resigned and there will be an opening coming up
7. Employment Resource Center (ERC) dedication has been postponed; Emergency Operations Center (EOC) dedication is scheduled for September 29 at 3 p.m.

Council Member Molina

1. Reminded everyone to remain calm during this campaign season
2. A lot of topics were covered tonight; Police Officer Michael Lopez shows he knows his job
3. Attended "Never Again" benefit concert for Norma Lopez two weeks ago; it was a nice event that brought the community together. Need to make our citizens feel safer in our city

Mayor Flickinger

1. "Never Again" project has a small task force that has designed both bracelets and buttons and worked together with the promoters of the concert to introduce and kick-off the "Never Again" project; they presented the bracelets to Norma's sisters and family at the concert; congratulated the task force on putting together this project. The task force and organizers did a great job
2. Regarding the city manager's salary quoted in the newspaper - the amount of money paid to Mr. Gutierrez was not just the base salary; it

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included payout (accrued vacation and leave time) at the termination of his employment; other cities reported base salaries; stated that all city managers were overpaid but the City has to compete with other cities to get the best city manager

3. Announced that on Saturday, October 2, at the Conference and Recreation Center, the third annual Artoberfest will be held; it's a free, family-oriented celebration of the arts with over 30 artists displaying their work and 200 performers showing their talents on the indoor and outdoor patio stage

4. Last week-end, attended with Mayor Pro Tem Hastings, a 5K race fundraiser sponsored by the Rancho Verde High School track team - very well attended and organized community event

4. The Skechers project is able to proceed with building after filing the final map and receiving the building permit; attended a ceremony for the raising of the first wall last week; it's an amazing project

There being no further business to conduct, the meeting was adjourned at 8:34 p.m. to Closed Session by unanimous informal consent.

CLOSED SESSION

Mayor Flickinger opened Closed Session agenda items for public comments, which were received from Deanna Reeder (Item No. 4, City Manager Recruitment).

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 - PERSONNEL MATTERS

a) Public Employee Performance Evaluation: City Manager

4 SECTION 54957 - PUBLIC EMPLOYEE APPOINTMENT/PUBLIC EMPLOYMENT

a) City Manager Recruitment

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

None

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ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 8:55 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

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Report to City Council

TO: Mayor and City Council

FROM: Jane Halstead, City Clerk

AGENDA DATE: October 12, 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 September 22 – October 5, 2010.

<i>Reports on Reimbursable Activities</i> September 22 – October 5, 2010		
Council Member	Date	Meeting
William H. Batey II		None
Bonnie Flickinger	9/30/10	State of the County 2010
Robin N. Hastings	9/22/10	Moreno Valley Chamber of Commerce Wake-Up Moreno Valley
Jesse L. Molina		None
Richard A. Stewart	10/2/10	Boy Scouts Citizen of the Year Dinner

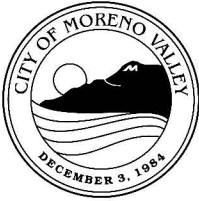
Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

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>Rut</i>
CITY MANAGER	<i>WBS</i>

Report to City Council

TO: Mayor and City Council

FROM: John Anderson, Chief of Police

AGENDA DATE: October 12, 2010

TITLE: California Office of Traffic Safety "Next Generation Click It or Ticket" Mini-Grant Funding Opportunity

RECOMMENDED ACTION

Staff recommends that the City Council take the following action:

Staff recommends that the City Council approve the grant application and authorize acceptance (if granted) of the California Office of Traffic Safety 2010/2011 "Click It or Ticket" seatbelt enforcement mini-grant program in the amount of \$15,068.93 for the period beginning November 15, 2010, and ending September 6, 2011.

ADVISORY COMMITTEE RECOMENDATION

At the August 23, 2010, Public Safety Sub-committee meeting, Mayor Flickinger and Council Member Batey approved the Moreno Valley Police – Traffic Division to proceed with applying for the "click it or ticket" mini-grant sponsored by the Office of Traffic Safety. Due to an application deadline of September 10, 2010, approval was given for the application process prior to full City Council consideration.

DISCUSSION

The California Office of Traffic Safety recently announced that they are accepting grant applications for the 2010/2011, "Next Generation Click It or Ticket" seatbelt enforcement mini-grant program. This grant is scheduled to run from November 15, 2010, through September 6, 2011. This time period coincides with the Thanksgiving Day Holiday and the Memorial Day Holiday period. These grant funds would be utilized to place additional officers in the field during these campaigns to enforce the seatbelt and child safety seat laws.

The Moreno Valley Police Department has applied for and received this grant the past several years. This program has been the catalyst for the increase in the seatbelt usage rate within Moreno Valley. In November of 2002, the usage rate within the city was just over 50%. Within eight years this rate had risen to roughly 99%. This dramatic increase can be directly related to the "Click It or Ticket" enforcement and education campaign.

ALTERNATIVES

The Council has the following alternatives:

- 1) Approve the application for the OTS Grant for the 2010/2011, "Next Generation Click It or Ticket" seatbelt enforcement mini-grant program, in the amount of \$15,068.93 and subsequently accept the grant award from OTS. **Staff recommends this alternative.**
- 2) Decline the application for the OTS Grant for the 2010/2011, "Next Generation Click It or Ticket" seatbelt enforcement mini-grant program in the amount of \$15,068.93. **Staff does not recommend this alternative.**

FISCAL IMPACT

There is no required match funding from the City of Moreno Valley as a condition of this "Next Generation Click It or Ticket" mini-grant. Therefore, there is no fiscal impact to the city.

CITY COUNCIL GOALS

The approval of the OTS grant application entitled 2010/2011, "Next Generation Click It or Ticket" seatbelt enforcement mini-grant program and subsequent acceptance of the award, will meet the City Council Public Safety Goal of providing a safe and secure environment for people and property within the community, and provide a safer environment for the motoring public utilizing the roadways within the City of Moreno Valley.

STAFF RECOMMENDATION

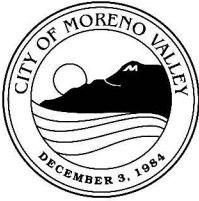
Staff recommends that the City Council approve the grant application and authorize acceptance (if granted) of the California Office of Traffic Safety 2010/2011 "Click It or Ticket" seatbelt enforcement mini-grant program in the amount of \$15,068.93 for the period beginning November 15, 2010, and ending September 6, 2011.

Prepared by: Launa Jimenez, Management Analyst

John Anderson, Chief of Police
Department Head Approval

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>WAB</i>

Report to City Council

TO: Mayor and City Council

FROM: John Anderson, Chief of Police

AGENDA DATE: October 12, 2010

TITLE: California Office of Traffic Safety "Sobriety Checkpoint Mini-Grant Program for Local Law Enforcement Agencies" Grant

RECOMMENDED ACTION

Staff recommends that the City Council take the following action:

Staff recommends that the City Council approve the grant application and authorize acceptance (if granted) of the California Office of Traffic Safety (OTS) "Sobriety Checkpoint Mini-Grant Program for Local Law Enforcement Agencies" in the amount of \$62,432.62 for the period beginning November 1, 2010, and ending September 6, 2011.

ADVISORY COMMITTEE RECOMENDATION

At the August 23, 2010, Public Safety Sub-committee meeting, Mayor Flickinger and Council Member Batey approved the Moreno Valley Police – Traffic Division to proceed with applying for the sobriety checkpoint mini-grant sponsored by the Office of Traffic Safety. Due to an application deadline of September 10, 2010, approval was given for the application process prior to full City Council consideration.

BACKGROUND

The City of Moreno Valley is committed to providing a safe environment for the citizens of Moreno Valley. The City Council has made it a priority to provide financial support to the Traffic Team and Patrol units to deal with quality of life issues in the community.

This statewide program is administered by the UC Berkeley, Safe TREC (Transportation Research and Education Center) and targets the following enforcement periods:

December 17, 2010 through January 2, 2011
August 19, 2011 through September 5, 2011

DISCUSSION

The California Office of Traffic Safety recently announced that they are accepting grant applications for the 2010-2011, "Sobriety Checkpoint Mini-Grant Program for Local Law Enforcement Agencies." The MVPD currently operates DUI Traffic Safety Checkpoint Operations on a regular basis. These operations require a great number of resources. The specific resources required vary based on the time of day, day of week and location. On average however, a single operation will last 6 hours and consist of 2 sergeants, 22 officers, 4 community service officers, 4 office assistants, 1 dispatcher, 4 reserve officers, 10 volunteers and 10 explorers. A majority of these personnel are paid for with overtime funding.

This grant will provide specific funding for MVPD personnel to deploy in an overtime capacity during these DUI Traffic Safety Checkpoint Operations. The grant specifies that the deployment take place during specific time frames throughout the year. These designated enforcement periods are designed to coincide with major holiday enforcement periods. The grant also specifies personnel assigned be dedicated to DUI Traffic Safety Checkpoints.

This amount will cover all overtime costs associated with the DUI Traffic Safety Checkpoint Operations conducted during the year-long campaign. This includes overtime funding for sergeants, officers, community service officers, dispatchers and office assistants. As a requirement of the grant, the MVPD will be required to conduct detailed statistical analysis regarding the enforcement campaign. Additionally, the conditions of the grant require that administrative reports outlining the results of the campaign and claim forms be completed and submitted to the UC Berkeley, Safe TREC.

ALTERNATIVES

The Council has the following alternatives:

- 1) Approve the application for the OTS Grant titled "Sobriety Checkpoint Mini-Grant Program for Local Law Enforcement Agencies", in the amount of \$62,432.62 and subsequently accept the grant award from OTS. **Staff recommends this alternative.**
- 2) Decline the application for the OTS Grant titled "Sobriety Checkpoint Mini-Grant Program for Local Law Enforcement Agencies" in the amount of \$62,432.62. **Staff does not recommend this alternative.**

FISCAL IMPACT

There is no required match funding from the City of Moreno Valley as a condition of this “Sobriety Checkpoint Mini-Grant Program for Local Law Enforcement Agencies” Grant. Therefore, there is no fiscal impact to the city.

CITY COUNCIL GOALS

The approval of the OTS grant application entitled “Sobriety Checkpoint Mini-Grant Program for Local Law Enforcement Agencies” and subsequent acceptance of the award, will meet the City Council Public Safety goal of providing a safe and secure environment for the people and property within the community, and provide a safer environment for the motoring public utilizing the roadways within the City of Moreno Valley.

STAFF RECOMMENDATION

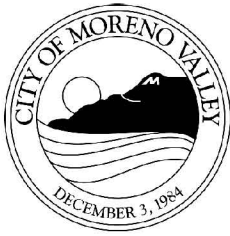
Staff recommends that the City Council approve the grant application and authorize acceptance (if granted) of the California Office of Traffic Safety (OTS) “Sobriety Checkpoint Mini-Grant Program for Local Law Enforcement Agencies” in the amount of \$62,432.62 for the period beginning November 1, 2010, and ending September 6, 2011.

Prepared by: Launa Jimenez, Management Analyst

John Anderson, Chief of Police
Department Head Approval

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>Rev</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: October 12, 2010

TITLE: NOTICE OF COMPLETION AND ACCEPTANCE OF THE CONSTRUCTION FOR THE INSTALLATION AND ENERGIZING OF 750KCMIL 12KV ELECTRICAL CABLE AND REMOVAL & INSTALLATION OF #2 AWG 12KV ELECTRICAL CABLE ON IRIS AVE – PERRIS BLVD TO LASSELLE STREET, PROJECT NO. MVU-0006; THE INSTALLATION OF ELECTRICAL CONDUIT AND VAULTS ON ELSWORTH STREET – GOLDENCREST DRIVE TO CORPORATE CENTER DRIVE, PROJECT NO. MVU-0007; THE INSTALLATION OF ELECTRICAL CONDUIT AND VAULTS, AND THE INSTALLATION AND ENERGIZING OF 750KCMIL 12KV ELECTRICAL CABLE ON PERRIS BLVD – IRIS AVE TO JFK DRIVE, PROJECT NO. MVU-0009; AND THE INSTALLATION OF ELECTRICAL CONDUIT AND VAULTS, AND THE INSTALLATION AND ENERGIZING OF 750KCMIL 12KV ELECTRICAL CABLE ON PERRIS BLVD – RED MAPLE LN TO GROVEVIEW RD, PROJECT NO. MVU-0014.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the work as complete for:

The installation and energizing of 750kcmil 12kv electrical cable and removal & installation of #2 AWG 12kv electrical cable on Iris Ave – Perris Blvd to Lasselle Street, Project No. MVU-0006; the installation of electrical conduit and vaults on Elsworth Street – Goldencrest Drive to Corporate Center Drive, Project No. MVU-0007; the installation of electrical conduit and vaults, and the installation and energizing of 750kcmil 12kv electrical cable on Perris Blvd – Iris Ave to John F Kennedy Drive, Project No. MVU-0009; and the installation of electrical conduit

and vaults, and the installation and energizing of 750kcmil 12kv electrical cable on Perris Blvd – Red Maple Ln to Groveview Rd, Project No. MVU-0014.

All construction has been completed by Richard Lopez Construction, Corona, California.

2. Direct the City Clerk to record the Notice of Completion within ten (10) 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 Richard Lopez Construction, thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.

BACKGROUND

On December 8, 2009 the City Council awarded the construction contract to Richard Lopez Construction, for Project No's. MVU-0006, 0007, 0009, & 0014 and authorized the issuance of a Purchase Order in the amount of \$2,057,295.63.

To ensure the safety and reliability of the MVU electric grid, it was necessary to construct a new electric distribution line extension circuit to accommodate the increased demand on the system.

DISCUSSION

Project No's. MVU-0006, 0007, 0009, & 0014 was completed on 09/03/2010 by the contractor at a total cost of \$2,054,005.07. The improvements were constructed on schedule, within budget and in accordance with the approved contract documents.

This project consisted of a new electric distribution line extension circuit to accommodate increased demand on the system. This project will also provide a valuable circuit tie between the Globe Street, Iris Ave, and Lasselle Street 12kV interconnections.

The construction of the Iris and Lasselle 12kV to Globe 12kV Circuit Tie was necessary to transfer existing load from several of the existing feeder circuits which will be taxed beyond capacity by the projected peak load after the new customers are added. The completion of the improvements will increase the reliability of the MVU system thereby decreasing the possibility of power outages.

ALTERNATIVES

1. Accept the work as complete for the construction of the installation and energizing of 750kcmil 12kv electrical cable and removal & installation of #2 AWG 12kv electrical cable on Iris Ave – Perris Blvd to Lasselle Street, Project No. MVU-0006; the installation of electrical conduit and vaults on Elsworth Street – Goldencrest Drive to Corporate Center Drive, Project No. MVU-0007; the installation of electrical conduit and vaults, and the installation and energizing of 750kcmil 12kv electrical cable on Perris Blvd – Iris Ave to John F Kennedy Drive, Project No. MVU-0009; and the installation of electrical conduit and vaults, and the installation and energizing of 750kcmil 12kv electrical cable on Perris Blvd – Red Maple Ln to Groveview Rd, Project No. MVU-0014, which was constructed by Richard Lopez Construction, Corona, California, direct the City Clerk to record the Notice of Completion within ten (10) days at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Richard Lopez Construction, thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project. *This alternative will allow payment to the contractor.*

2. Do not accept the work as complete for the construction of the installation and energizing of 750kcmil 12kv electrical cable and removal & installation of #2 AWG 12kv electrical cable on Iris Ave – Perris Blvd to Lasselle Street, Project No. MVU-0006; the installation of electrical conduit and vaults on Elsworth Street – Goldencrest Drive to Corporate Center Drive, Project No. MVU-0007; the installation of electrical conduit and vaults, and the installation and energizing of 750kcmil 12kv electrical cable on Perris Blvd – Iris Ave to John F Kennedy Drive, Project No. MVU-0009; and the installation of electrical conduit and vaults, and the installation and energizing of 750kcmil 12kv electrical cable on Perris Blvd – Red Maple Ln to Groveview Rd, Project No. MVU-0014, which was constructed by Richard Lopez Construction, Corona, California, do not direct the City Clerk to record the Notice of Completion within ten (10) days at the office of the County Recorder of Riverside County as required by Section 3093 of the California Civil Code, do not authorize the Financial and Administrative Services Director to release the retention to Richard Lopez Construction, thirty-five (35) calendar days after the date of recordation of the Notice of Completion if no claims are filed against the project. *This alternative will result in delaying payment to the contractor, incurring extra cost to the City.*

FISCAL IMPACT

This project was approved by the City Council through the adoption of the Fiscal Year 2009/2010 Capital Improvements Project Budget. This project was funded through the 2007 Lease Revenue Bonds approved by the City Council on March 13, 2007. MVU will

receive various reimbursements from other development when they connect to this backbone infrastructure, thereby defraying some of the capital cost.

AVAILABLE CONSTRUCTION FUNDS:

Fiscal Year 2009/2010 Capital Improvement Budget:

MVU – 006 (Account No. 602.61832).....	\$1,021,719.74
MVU – 007 (Account No. 602.61833).....	\$646,980.00
MVU – 009 (Account No. 602.61834).....	\$533,844.97
MVU – 0014 (Account No. 602.61839).....	\$551,660.00
Total Budgeted Funds.....	\$2,754,204.71

FINAL CONSTRUCTION COSTS:

MVU – 006 (Account No. 602.61832).....	\$937,761.00
MVU – 007 (Account No. 602.61833).....	\$524,000.00
MVU – 009 (Account No. 602.61834).....	\$494,782.00
MVU – 0014 (Account No. 602.61839).....	\$100,753.00

Construction Cost (base bid plus 10% Contingency) \$2,057,296.00

Total Construction Costs \$2,054,005.07

Remaining Construction Funds.....\$3,290.93**

**The remaining funds will be allocated to other electric distribution infrastructure projects

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

ATTACHMENTS

Attachment 1 – Location Maps

Attachment 2 – Summary of Contract Change Order No. 1

Summary of Contract Change Order No. 2

Summary of Contract Change Order No. 3

Summary of Contract Change Order No. 4

Prepared By: Gerald McAllister
Sr. Electrical Engineer

Department Head Approval: Chris Vogt
Public Works Director/ City Engineer

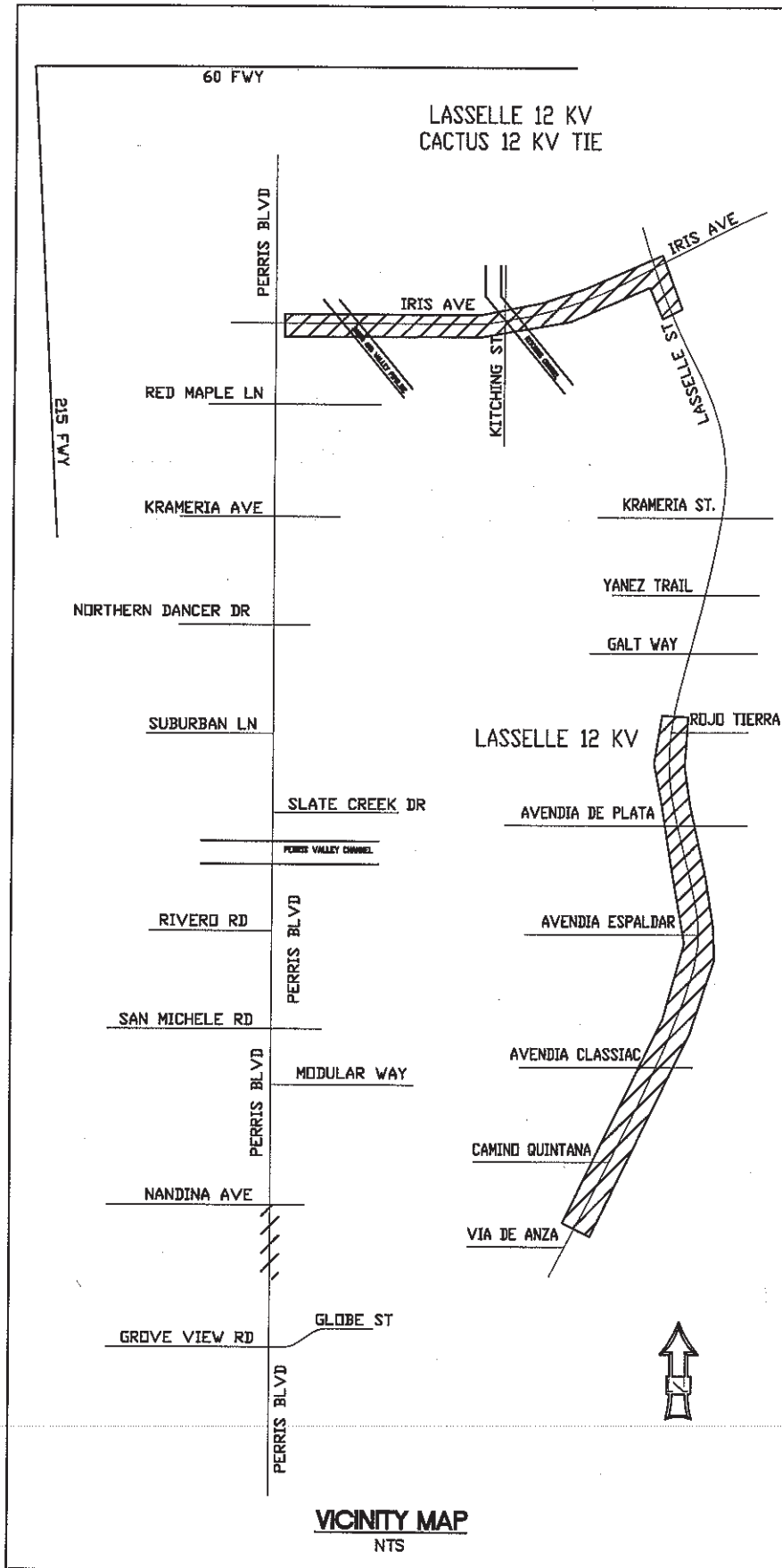
Concurred By: Jeannette Olko
Interim Electric Utility Manager

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

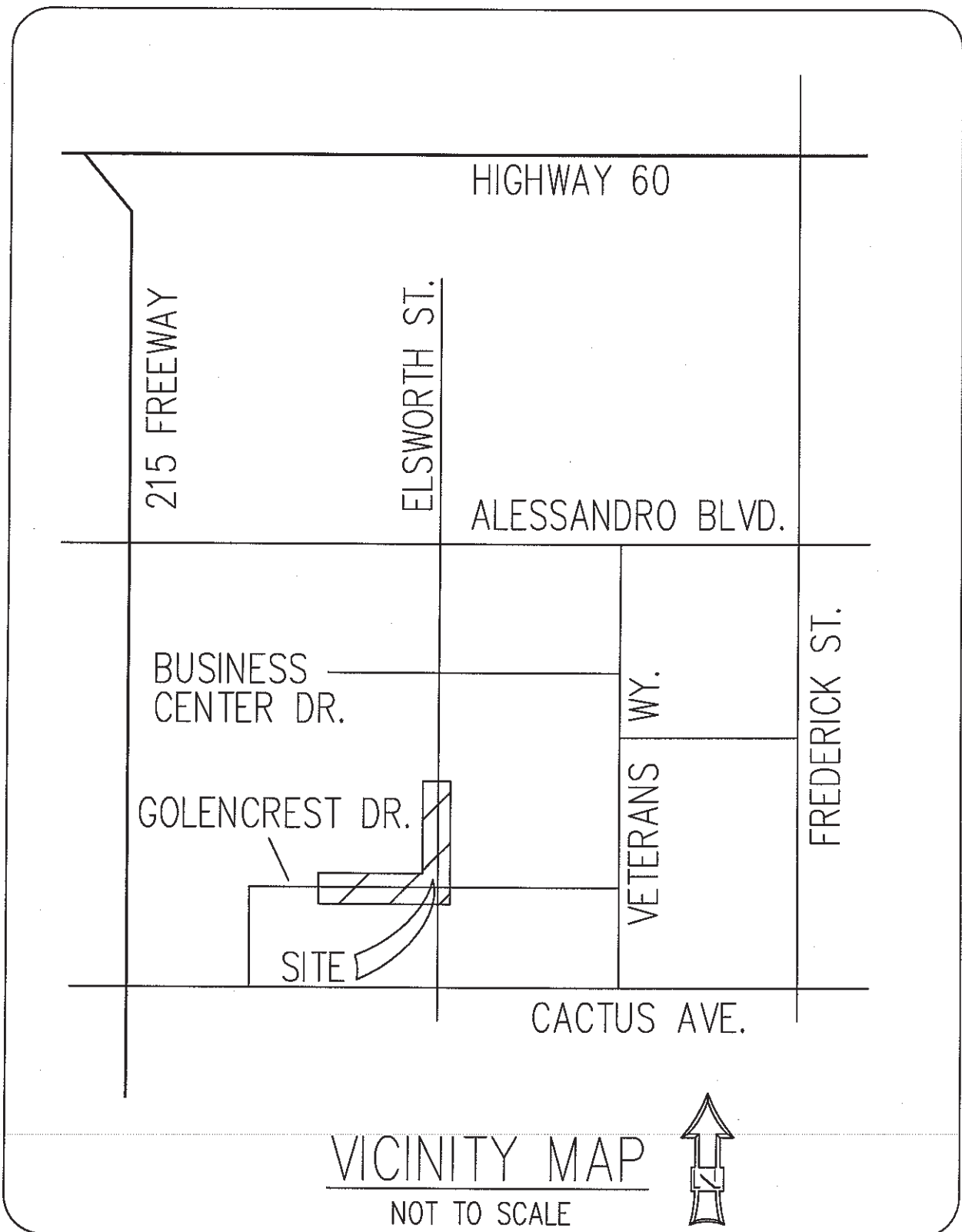
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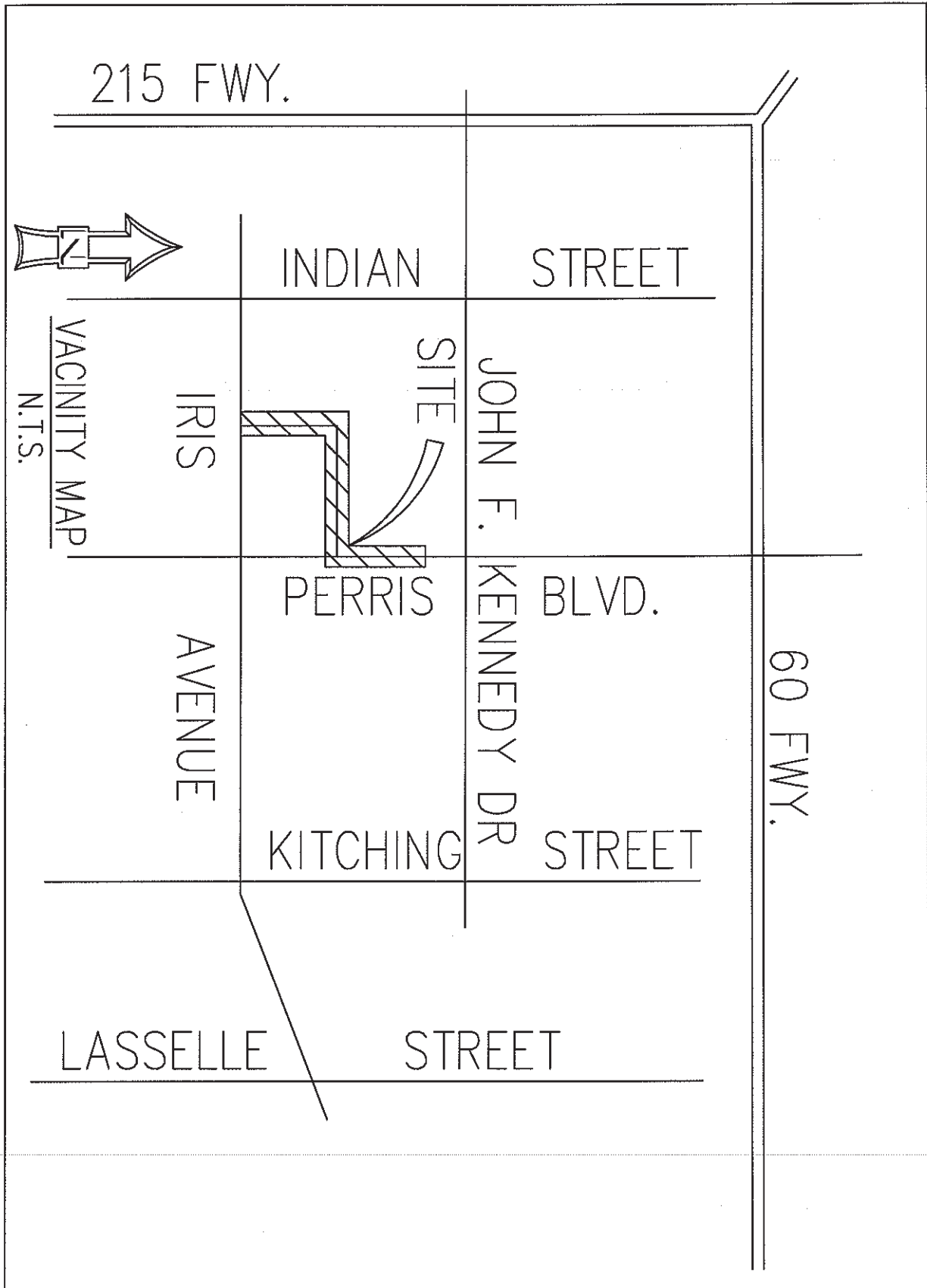
PROJECT MVU-0006



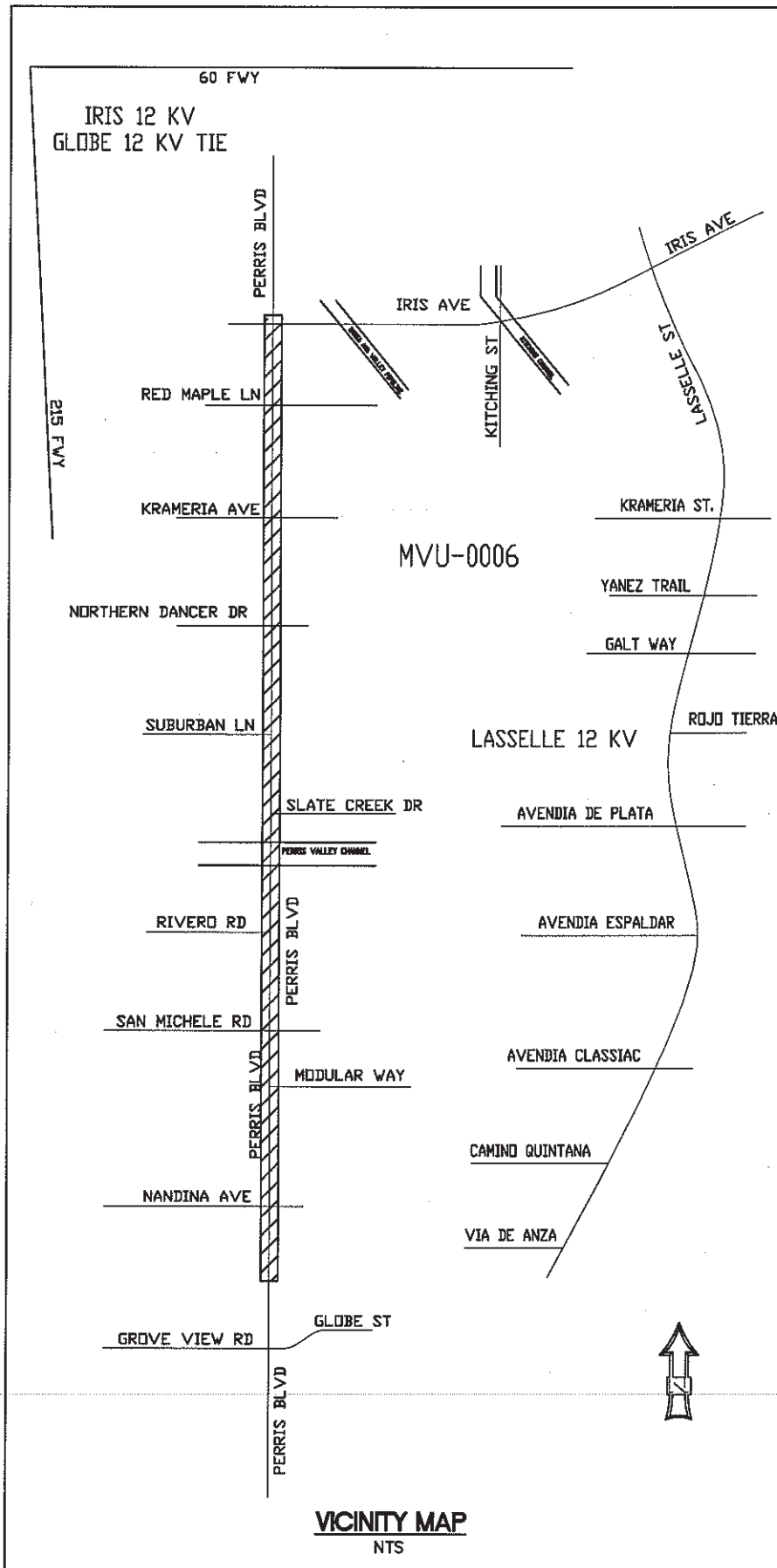
PROJECT MVU-0007



PROJECT MVU-0009

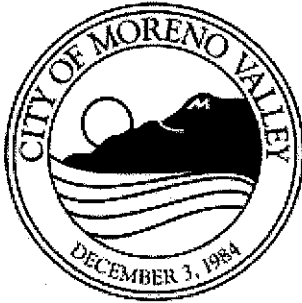


PROJECT MVU-0014



VICINITY MAP
NTS

Attachment 1



**CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT
Electric Utility Division**

CONTRACT CHANGE ORDER NO. 1

PROJECT NO. **MVU-0006/0007/0009/0014**

PROJECT NAME: Iris Ave – Perris Blvd to Lasselle St, Lasselle St – Arroyo Park Dr to Via De Anza, Elsworth St – Goldencrest Dr to Corporate Center Dr, Perris Blvd – Iris Ave to JFK Dr (including Emma Lane & Santiago St), Perris Blvd – Red Maple to Groveview.

CHANGE ORDER DESCRIPTION: Bay Avenue and Oliver Street Improvements, Technology Services Communications Improvements, Incremental Labor for weekend work.

TO: **Richard Lopez, Richard Lopez Construction**

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

SUMMARY OF CHANGES		
Description (Detailed Explanation Follows)	Change in Contract Time	Change in Contract Price ¹
1 Adjustment in Scope, Schedule and Price	23 working days	\$159,239.80
Net Change in Contract Price		\$159,239.80
Net Change in Contract Time	23 working days	

¹ Deduction or decrease in Contract Price is denoted in parenthesis

SUMMARY OF ALL CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT.....**\$1,870,269.00**
 CCO1.....**\$159,239.80**
TOTAL.....\$2,029,508.80

SUMMARY OF WORKING DAYS

FIRST DAY OF WORK:January 15, 2010
 CONTRACT WORKING DAYS:....125
 TIME EXTENSION:
 CCO 123 Days
 LAST DAY OF WORK:August 18, 2010

CHANGE ORDER DETAIL

Change Order No.: **01**
 Project No.: **MVU-0006/0007/0009/0014**
 Description: **Bay Avenue and Oliver Street Improvements**

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file in the Department of Public Works. Shown as separate paragraphs: (A) Reason for Change; (B) Description of Change; (C) Change in Contract Costs; and (D) Change in Completion Date.

Item No. 1: Bay Avenue Backbone Extension - Phase 'A'

A. Reason for Change:

Additional scope of work will provide a valuable circuit extension to support future developments in the area (Bay Ave from Moreno Beach Dr, West to Bethany).

B. Description of Change

<i>NASON 12kv BACKBONE EXTENTION "PHASE A" INSTALLATION OF ELECTRICAL CONDUIT, VAULTS Bay Street from Moreno Beach Drive to Bethany Rd.</i>					
SUB ITEM	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY		UNIT PRICE (FIGURES)	EXTENSION (FIGURES)
1	Mobilization	1	LS	1,500.00	1,500.00
2	Install 5" x 10.5" x 7" PME	1	EA	8,900.00	8,900.00
3	Install 17" x 30" Hand hole	3	EA	550.00	1,650.00
4	Install 10" x 17" Hand hole	2	EA	185.00	370.00
5	Install 5" Conduit	2874	LF	3.70	10,633.80
6	Install 4" Conduit	172	LF	3.25	559.00
7	Install 3" Conduit	1556	LF	2.95	4,590.20
8	Install 2" Conduit	1637	LF	1.45	2,373.65
9	Install 1 1.5" Conduit	478	LF	1.25	597.50
10	Install Ground Assembly	1	EA	1,000.00	1,000.00
11	Install Trench, Backfill as required on South Side of Bay Street (In Dirt Right of Way)	1528	LF	10.00	15,280.00
12	Grubbing of Off Site	1	LS	4,000.00	4,000.00
13	Allowance for Survey Crew	1	LS	4,500.00	4,500.00
TOTALS ELECTRICAL CONDUIT, PME, HANDHOLE INSTALLATION (ITEMS 1-11)					55,954.15

**C. Change in Contract Cost:
 \$55,954.15**

**D. Change in Completion Date:
 13 working days required for additional work**

Item No. 2: Bay Avenue Backbone Extension - Phase 'B'

A. Reason for Change:

Additional scope of work will provide a valuable circuit extension to support future developments in the area (Bay Ave from Bethany, 259 feet West).

B. Description of Change

<i>NASON 12kv BACKBONE EXTENTION "PHASE B" INSTALLATION OF ELECTRICAL CONDUIT, PULL BOX Bay Street from Bethany Rd. to 259 ft. W/O Bethany Rd.</i>					
SUB ITEM	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY		UNIT PRICE (FIGURES)	EXTENSION (FIGURES)
1	Mobilization	1	LS	N/C	-
2	Install 3' x 5' x 4' Pull Box	1	EA	4,200.00	4,200.00
3	Install 4" Conduit	250	LF	3.25	812.50
4	Install Ground Assembly	1	EA	1,000.00	1,000.00
5	Install Trench, Backfill as required on North Side of Bay Avenue (In Dirt Right of Way)	259	LF	10.00	2,590.00
TOTALS ELECTRICAL CONDUIT, VAULTS INSTALLATION (ITEMS 1-5)					8,602.50

C. Change in Contract Cost:
\$8,602.50

D. Change in Completion Date:
3 working days required for additional work

Item No. 3: Bay Avenue Backbone Extension - Phase 'C'

A. Reason for Change:

Additional scope of work will provide a valuable circuit extension to support future developments in the area (259 feet West of Bethany to Oliver Street).

B. Description of Change

NASON 12kv BACKBONE EXTENTION "PHASE C"					
INSTALLATION OF ELECTRICAL CONDUIT, VAULTS					
Bay Street from 252 ft. W/O Bethany Rd to Oliver Rd & on Oliver Rd. from Bay Street to 600 ft N/O Bay Street					
SUB ITEM	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY		UNIT PRICE (FIGURES)	EXTENSION (FIGURES)
1	Traffic Control	1	LS	N/C	-
2	Mobilization	1	LS	N/C	-
3	Install 48" x 54" Pad	1	EA	1,750.00	1,750.00
4	Install 4" Conduit	530	LF	3.25	1,722.50
5	Install 3" Conduit	267	LF	2.95	787.65
6	Install Trench, Backfill as required on East Side of Oliver Street (In Dirt Right of Way)	810	LF	10.00	8,100.00
TOTALS ELECTRICAL CONDUIT, VAULTS INSTALLATION (ITEMS 1-6)					12,360.15

C. Change in Contract Cost:
\$12,360.15

D. Change in Completion Date:
4 working days required for additional work

Item No. 4: Communication Conduits for Technology Services

A. Reason for Change:

Additional scope of work will provide a valuable telecommunications pathway to support Technology Services city-wide fiber-optic communication system master plan.

B. Description of Change

<i>Perris Blvd. South of Iris St. and North of Iris Including Emma Lane and Santiago St.</i>					
SUB ITEM	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY	UNIT	PRICE (FIGURES)	EXTENSION (FIGURES)
1	3" DB Conduit --Includes SCH 40 Sweeps, All Bends 3/8 Pull Rope and Setting Product	14460	LF	2.90	41,934.00
2	Install 17 x 30 x 24 Hand hole Boxes 20K	19	EA	600.00	11,400.00
3	Extra Trench for 20 K Hand hole Locations	10	EA	500.00	5,000.00
4	Ground Rods	19	EA	25.00	475.00
5	2" Conduit	20	LF	1.45	29.00
6	11 x 5 Sidewalk Panels - Remove and Replace Panels	6	EA	850.00	5,100.00
TOTAL					63,938.00

C. Change in Contract Cost:
\$63,938.00

D. Change in Completion Date:
3 working days required for additional work

Item No. 5: Weekend Work – Santiago Drive

A. Reason for Change:

Additional scope of work will provide a valuable circuit extension to support future developments in the area.

B. Description of Change

<i>Weekend Santiago Drive Work</i>					
SUB ITEM	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY		UNIT PRICE (FIGURES)	EXTENSION (FIGURES)
1	Full Crew	1	LS	3,750.00	3,750.00
2	Red dye slurry encasement over conduit with caution tape	20	LF	125.00	2,500.00
TOTAL					6,250.00

C. Change in Contract Cost:
\$6,250.00

D. Change in Completion Date:
1 working day required for additional work

Item No. 6: Removal of Duplicate Scope due to Design Error

A. Reason for Change:

Removal of material and labor quantities on design. Duplicate scope of work erroneously counted twice in design and contract documents.

B. Description of Change

<i>Reimbursement Line Items on Perris Boulevard</i>					
SUB ITE M	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY		UNIT PRICE (FIGURES)	EXTENSION (FIGURES)
1	Install 5" Conduit	-1800	LF	3.70	(6,660.00)
2	2" Conduit	-900	LF	1.45	(1,305.00)
3	Install Trench, Backfill as required on Emma Lane, Santiago & Perris Blvd (Off Pavement in Dirt Right of Way)	-900	LF	10.00	(9,000.00)
4	Proved, Install & Energize-Cable- 3 1/C 750 komil, 12kV Al 220 mil CLP-JCN	-900	LF	19.50	(17,550.00)
TOTAL					(34,515.00)

C. Change in Contract Cost:
(\$34,515.00)

D. Change in Completion Date:
(5) Working days less required for removed scope of work

Item No. 7: Corporate Yard Service Extension

A. Reason for Change:

Additional scope of work will provide a valuable circuit extension to support future cutover of electric service to the City of Moreno Valley Corporation Yard.

B. Description of Change:

<i>Extra Trench in Asphalt on Santiago St. and to the Corporate Yard Material for Corporate Yard (does not include cable or transformers)</i>					
SUB ITE M	DESCRIPTION OF ITEMS	ESTIMATED QUANTITY		UNIT PRICE (FIGURES)	EXTENSION (FIGURES)
1	Install Trench, Backfill and Asphalt paving as required on Perris Blvd.	515	LF	79.00	40,685.00
2	Transformer Pad 48 x 54 Concrete with 17 x 30 inverts	3	EA	1,750.00	5,250.00
3	Install 4" Conduit	220	LF	3.25	715.00
TOTAL					46,650.00


C. Change in Contract Cost:
\$46,650.00

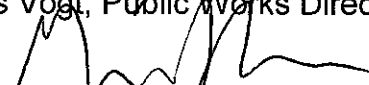
D. Change in Completion Date:
4 working days required for additional work

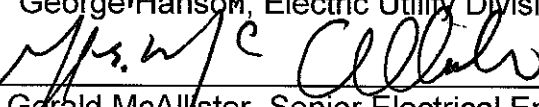
Signature Page to Follow:

The original contract total was One Million, Eight Hundred Seventy Thousand, Two Hundred Sixty Nine and 00/100 Dollars (\$1,870,269.00). Contract Change Order No.1 increased the contract total by the amount of One Hundred Fifty Nine Thousand, Two Hundred Thirty Nine and 80/100 Dollars (\$159,239.80). The new contract total will be Two Million, Twenty Nine Thousand, Five Hundred Eight and 80/100 Dollars (\$2,029,508.80), resulting in an increase of 8.5% to the original Contract.

The contract period of One Hundred Twenty Five (125) working days provided for completion of the project was increased to One Hundred Forty Eight (148) working days per Contract Change Order No.1. Accordingly, the contractual last day for construction will be August 18, 2010.

Approved:  Date: 2/2/10
Chris Vogt, Public Works Director/City Engineer

Concurred by:  Date: 2/1/10
George Hanson, Electric Utility Division Manager

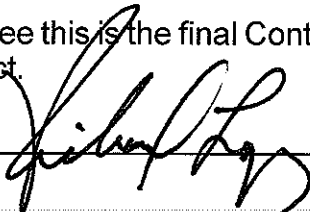
Prepared by:  Date: 01/29/10
Gerald McAllister, Senior Electrical Engineer

Acceptance by Contractor:

This revision includes the entire compensation for the change set forth herein. It includes, but is not limited to, compensation for engineering, materials, equipment, sub-contracts, labor, overhead, profit, loss, costs, changes in scope and/or sequencing, and/or scheduling, additions, deletions, effects on productivity, delays, disruptions, ripple effects, impacts, extra work, quantum merit, and/or equitable adjustment(s), as well as for further claims for compensation for any of them, resulting directly or indirectly from the change set forth herein. All present and future claims against the City of Moreno Valley that are incidental to, or as a consequence of, the aforesaid change(s) are satisfied by this revision.

I/We, the undersigned Contractor, have given careful consideration to the described changes and hereby agree to the changes herein.

I/We also agree this is the final Contract Change Order, that there are no additional claims pertaining to the contract.

Name:  Date: 1/29/2010

Title: OWNER



**CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT
Electric Utility Division**

CONTRACT CHANGE ORDER NO. 2

PROJECT NO. **MVU-0006/0007/0009/0014**

PROJECT NAME: Iris Ave – Perris Blvd to Lasselle St, Lasselle St – Arroyo Park Dr to Via De Anza, Elsworth St – Goldencrest Dr to Corporate Center Dr, Perris Blvd – Iris Ave to JFK Dr (including Emma Lane & Santiago St), Perris Blvd – Red Maple to Groveview.

CHANGE ORDER DESCRIPTION: UNDERGROUND STRUCTURE PUMPING OR RAIN WATER.

TO: **Richard Lopez, Richard Lopez Construction**

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

SUMMARY OF CHANGES		
Description (Detailed Explanation Follows)	Change in Contract Time	Change in Contract Price ¹
1 Adjustment in Scope, Schedule and Price	1 working day	\$4,507.50
Net Change in Contract Price		\$4,507.50
Net Change in Contract Time	1 working day	

¹ Deduction or decrease in Contract Price is denoted in parenthesis

SUMMARY OF ALL CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT **\$1,870,269.00**
 CCO1 **\$159,239.80**
 CCO2 **\$4,507.50**
TOTAL **\$2,034,016.30**

SUMMARY OF WORKING DAYS

FIRST DAY OF WORK: January 15, 2010
 CONTRACT WORKING DAYS: ... 125
 TIME EXTENSION:
 CCO 1 23 Days
 CCO 2 1 Day
 LAST DAY OF WORK: August 19, 2010

CHANGE ORDER DETAIL

Change Order No.: **02**

Project No.: **MVU-0006/0007/0009/0014**

Description: Iris Ave –Perris Blvd to Lasselle St,
 Lasselle St – Arroyo Park Dr to Via De Anza

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file in the Department of Public Works. Shown as separate paragraphs: (A) Reason for Change; (B) Description of Change; (C) Change in Contract Costs; and (D) Change in Completion Date.

Item No. 1: Underground Vault Water Pumping Due to Heavy Rains/Weather.

A. Reason for Change:

Additional scope of work required to pump out rainwater in electric vaults, manholes and low point utility structures on Lasselle Street and Iris Avenue.

B. Description of Change

C.

DATE	DESCRIPTION OF ITEMS	QUANTITY		UNIT PRICE	EXTENSION
01/14/2010	Pump Structures S-60 & S-61 --- 4 man crew	1.5	HR	310.00	465.00
01/15/2010	Pump Structures S-58 & S-59 --- 4 man crew	1.0	HR	310.00	310.00
01/19/2010	Pump Structures S-58 --- 3 man crew	2.0	HR	250.00	500.00
1/20/20/10	Pump Structures S-59 --- 3 man crew	1.0	HR	250.00	250.00
01/25/2010	Pump Structures S-58 --- 3 man crew	0.75	HR	250.00	187.50
01/26/2010	Pump Structures S-59 --- 3 man crew	0.5	HR	250.00	125.00
01/29/2010	Pump Structures S-51 --- 4 man crew	1.0	HR	310.00	310.00
02/01/2010	Pump Structures S-51 --- 3 man crew	1.5	HR	250.00	375.00
02/02/2010	Pump Structures S-61, 52, M753, 754 --- 4 man crew	1.0	HR	310.00	310.00
02/03/2010	Pump Structures M-756, 757 --- 4 man crew	0.5	HR	310.00	155.00
02/04/2010	Pump Structures M-755 --- 4 man crew	1.0	HR	310.00	310.00
02/03/2010	Install new pull rope 755-756 --- 4 man crew	1.0	HR	310.00	310.00
01/23/2010	Additional material S-51 POS 3 & 4 provide test points for phasing 6-loadbrak caps with test points plus installation	1.0	LS	900.00	900.00
TOTAL					4,507.50

NOTE: This change order request is due to the water runoff and rain needing to be pumped out prior to the installation of cable.

- C. Change in Contract Cost:
\$4,507.50

- D. Change in Completion Date:
1 working day required for additional work

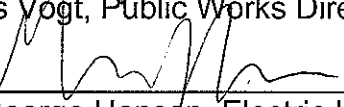
Signature Page to Follow:

The original contract total was One Million, Eight Hundred Seventy Thousand, Two Hundred Sixty Nine and 00/100 Dollars (\$1,870,269.00). Contract Change Order No.1 increased the contract total by the amount of One Hundred Fifty Nine Thousand, Two Hundred Thirty Nine and 80/100 Dollars (\$159,239.80). Contract Change Order No. 2 increased the contract total by the amount of Four Thousand Five Hundred Seven and 50/100 Dollars (\$4,507.50)The new contract total will be Two Million, Thirty Four Thousand, Sixteen and 80/100 Dollars (\$2,034,016.30), resulting in an increase of 0.24 % to the original Contract.


The original contract period of One Hundred Twenty Five (125) working days provided for completion of the project was increased to One Hundred Forty Eight (148) working days per Contract Change Order No.1. The contract period of One Hundred Forty Eight (148) working days per Contract Change Order No. 1 was increased to One Hundred Forty Nine (149) working days per Contract Change Order No. 2. Accordingly, the contractual last day for construction will be August 19, 2010.

Approved: 
Chris Vogt, Public Works Director/City Engineer

Date: 3/9/10

Concurred by: 
George Hanson, Electric Utility Division Manager

Date: 3/4/10

Prepared by: 
Gerald McAllister, Senior Electrical Engineer

Date: 03/04/10

Acceptance by Contractor:

This revision includes the entire compensation for the change set forth herein. It includes, but is not limited to, compensation for engineering, materials, equipment, sub-contracts, labor, overhead, profit, loss, costs, changes in scope and/or sequencing, and/or scheduling, additions, deletions, effects on productivity, delays, disruptions, ripple effects, impacts, extra work, quantum merit, and/or equitable adjustment(s), as well as for further claims for compensation for any of them, resulting directly or indirectly from the change set forth herein. All present and future claims against the City of Moreno Valley that are incidental to, or as a consequence of, the aforesaid change(s) are satisfied by this revision.

I/We, the undersigned Contractor, have given careful consideration to the described changes and hereby agree to the changes herein.

I/We also agree this is the final Contract Change Order, that there are no additional claims pertaining to the contract.

Name: 

Date: 03/04/2010

Title: Owner



**CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT
Electric Utility Division**

CONTRACT CHANGE ORDER NO. 3

PROJECT NO. **MVU-0006/0007/0009/0014**

PROJECT NAME: Iris Ave – Perris Blvd to Lasselle St, Lasselle St – Arroyo Park Dr to Via De Anza, Elsworth St – Goldencrest Dr to Corporate Center Dr, Perris Blvd – Iris Ave to JFK Dr (including Emma Lane & Santiago St), Perris Blvd – Red Maple to Groveview.

CHANGE ORDER DESCRIPTION: CHANGE OF SCOPE ON OLIVER STREET.

TO: **Richard Lopez, Richard Lopez Construction**

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

SUMMARY OF CHANGES		
Description (Detailed Explanation Follows)	Change in Contract Time	Change in Contract Price ¹
1 Adjustment in Scope	0 working day	\$0.00
Net Change in Contract Price		\$0.00
Net Change in Contract Time	0 working day	

¹ Deduction or decrease in Contract Price is denoted in parenthesis

SUMMARY OF ALL CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT	\$1,870,269.00
CCO1.....	\$159,239.80
CCO2.....	\$4,507.50
CCO3.....	<u>\$0.00</u>
TOTAL.....	\$2,034,016.30

SUMMARY OF WORKING DAYS

FIRST DAY OF WORK:..... January 15, 2010
 CONTRACT WORKING DAYS: .. 125
 TIME EXTENSION:
 CCO 1..... 23 Days
 CCO 2.....1 Day
 CCO 3.....0 Days
 LAST DAY OF WORK: August 19, 2010

CHANGE ORDER DETAIL

Change Order No.: **03**
 Project No.: **MVU-0006/0007/0009/0014**
 Description: **Oliver Street Backbone**

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file in the Department of Public Works. Shown as separate paragraphs: (A) Reason for Change; (B) Description of Change; (C) Change in Contract Costs; and (D) Change in Completion Date.

Item No. 1: New Scope of work on Oliver and Bay.

A. Reason for Change:

Scope of work from Change Order No. 1, Items 1, 2 and 3 revised to provide an improved electric line route to future MVU customers on Oliver and Bay.

B. Description of Change

Delete Items 1, 2 and 3 from Change Order No. 1 and add new scope as follows:

1	Backbone Trench in Dirt	1741	LF	10.00	17,410.00
2	Backbone Trench in Street - Saw cut, Slurry	104	LF	79.00	8,216.00
3	Semi Encasement	942	LF	12.95	12,198.90
4	Full Encasemet	22	LF	14.95	328.90
5	5' x 10'6" x 7 Manhole w/Vault Lid 48" x 60 opening (9'2" shoring jacks)	1	EA	8,900.00	8,900.00
6	48" x 54" Trans Pad	1	EA	1,750.00	1,750.00
7	17 x 30 Handhole no lid	1	EA	550.00	550.00
8	5" DB 100 Conduit	5856	LF	3.70	21,667.20
9	4" DB 100 Conduit	588	LF	3.25	1,911.00
10	2" DB100 Conduit	1852	LF	1.45	2,685.40
11	4" Galvanized Bollards 60"	2	EA	649.7	1,299.40
TOTAL CIRCUIT RELIABILITY ITEMS					76,916.80

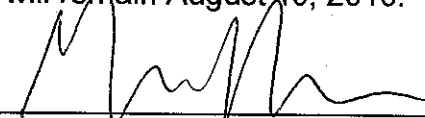
C. Change in Contract Cost:
\$0.00

D. Change in Completion Date:
0 working day required for revised work scope

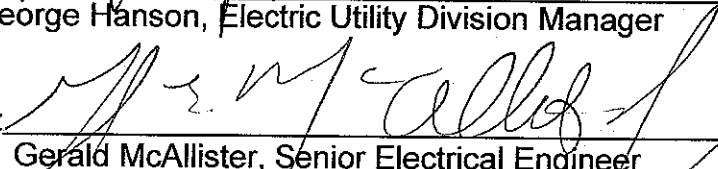
Signature Page to Follow:

The original contract total was One Million, Eight Hundred Seventy Thousand, Two Hundred Sixty Nine and 00/100 Dollars (\$1,870,269.00). Contract Change Order No.1 increased the contract total by the amount of One Hundred Fifty Nine Thousand, Two Hundred Thirty Nine and 80/100 Dollars (\$159,239.80). Contract Change Order No. 2 increased the contract total by the amount of Four Thousand Five Hundred Seven and 50/100 Dollars (\$4,507.50)The new contract total will be Two Million, Thirty Four Thousand, Sixteen and 80/100 Dollars (\$2,034,016.30), resulting in an increase of 0.24 % to the original Contract. Contract Change Order No. 3 does not increase the contract total. The contract total will remain the same: Two Million, Thirty Four Thousand, Sixteen and 80/100 Dollars (\$2,034,016.30)

The original contract period of One Hundred Twenty Five (125) working days provided for completion of the project was increased to One Hundred Forty Eight (148) working days per Contract Change Order No.1. The contract period of One Hundred Forty Eight (148) working days per Contract Change Order No. 1 was increased to One Hundred Forty Nine (149) working days per Contract Change Order No. 2. The contract period of One Hundred Forty Eight (148) working days per Contract Change Order No. 3 will not be increased. Accordingly, the contractual last day for construction will remain August 19, 2010.

Approved: 
George Hanson, Electric Utility Division Manager

Date: 6/10/10

Prepared by: 
Gerald McAllister, Senior Electrical Engineer

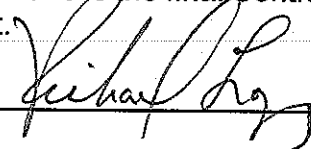
Date: 06/10/10

Acceptance by Contractor:

This revision includes the entire compensation for the change set forth herein. It includes, but is not limited to, compensation for engineering, materials, equipment, sub-contracts, labor, overhead, profit, loss, costs, changes in scope and/or sequencing, and/or scheduling, additions, deletions, effects on productivity, delays, disruptions, ripple effects, impacts, extra work, quantum merit, and/or equitable adjustment(s), as well as for further claims for compensation for any of them, resulting directly or indirectly from the change set forth herein. All present and future claims against the City of Moreno Valley that are incidental to, or as a consequence of, the aforesaid change(s) are satisfied by this revision.

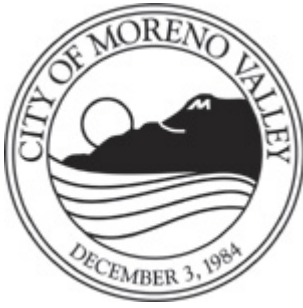
I/We, the undersigned Contractor, have given careful consideration to the described changes and hereby agree to the changes herein.

I/We also agree this is the final Contract Change Order, that there are no additional claims pertaining to the contract.

Name: 

Date: 6/10/2010

Title: OWNER



**CITY OF MORENO VALLEY
PUBLIC WORKS DEPARTMENT
Electric Utility Division**

CONTRACT CHANGE ORDER NO. 4

PROJECT NO. **MVU-0006/0007/0009/0014**

PROJECT NAME: Iris Ave – Perris Blvd to Lasselle St, Lasselle St – Arroyo Park Dr to Via De Anza, Elsworth St – Goldencrest Dr to Corporate Center Dr, Perris Blvd – Iris Ave to JFK Dr (including Emma Lane & Santiago St), Perris Blvd – Red Maple to Groveview.

CHANGE ORDER DESCRIPTION: Final True-Up of Projects Construction Quantities

TO: **Richard Lopez, Richard Lopez Construction**

You are hereby requested to comply with the following changes from the Contract Plans and Specifications:

SUMMARY OF CHANGES			
Description (Detailed Explanation Follows)		Change in Contract Time	Change in Contract Price ¹
1	Adjustment in Scope	7 working days	\$12,189.40
Net Change in Contract Price			\$12,189.40
Net Change in Contract Time		7 working days	

¹ Deduction or decrease in Contract Price is denoted in parenthesis

SUMMARY OF ALL CHANGE ORDERS

ORIGINAL CONTRACT AMOUNT.....	\$1,870,269.00
CCO1.....	\$159,239.80
CCO2.....	\$4,507.50
CCO3.....	\$0.00
CCO4.....	\$12,189.40
TOTAL	\$2,046,205.70

SUMMARY OF WORKING DAYS

FIRST DAY OF WORK: January 15, 2010

CONTRACT WORKING DAYS: 125

TIME EXTENSION:

- CCO 1 23 Days
- CCO 2..... 1 Day
- CCO 3..... 0 Days
- CCO 4..... 7 Days

LAST DAY OF WORK: September 3, 2010

CHANGE ORDER DETAIL

Change Order No.: **04**
 Project No.: **MVU-0006/0007/0009/0014**
 Description: Oliver Street Backbone

The changes or interpretations described and noted herein are hereby authorized. The signed original of this order is on file in the Department of Public Works. Shown as separate paragraphs: (A) Reason for Change; (B) Description of Change; (C) Change in Contract Costs; and (D) Change in Completion Date.

Item No. 1: New Scope of work on Oliver Street.

A. Reason for Change:

Scope of work from Change Order No. 3 revised to reflect final electric line route to future MVU customers on Oliver Street.

B. Description of Change

	<u>Work Description</u>	<u>Estimated Qty</u>		<u>Unit Price</u>	<u>Contact Amount</u>
1	Adjustment in Scope – Slurry	1	LS	1.00	12,189.40
TOTAL ITEMS 1-2					12,189.40

C. Change in Contract Cost:
\$12,189.40

D. Change in Completion Date:
7 working days required for revised work scope

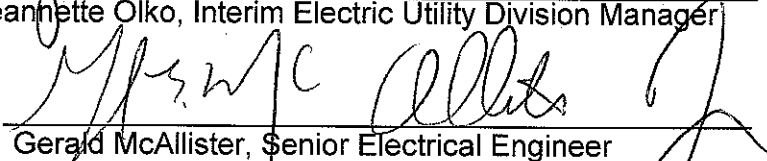
Signature Page to Follow:

The original contract total was One Million, Eight Hundred Seventy Thousand, Two Hundred Sixty Nine and 00/100 Dollars (\$1,870,269.00). Contract Change Order No. 1 increased the contract total by the amount of One Hundred Fifty Nine Thousand, Two Hundred Thirty Nine and 80/100 Dollars (\$159,239.80). Contract Change Order No. 2 increased the contract total by the amount of Four Thousand Five Hundred Seven and 50/100 Dollars (\$4,507.50) Contract Change Order No. 3 does not increase the contract total. Contract Change Order No. 4 increases the contract total by Twelve Thousand, One Hundred Eighty Nine and 40/100 Dollars (\$12,189.40). The new contract total will be Two Million, Thirty Four Thousand, Sixteen and 80/100 Dollars (\$2,046,206.70), resulting in an increase of 9.4 % to the original Contract.

The original contract period of One Hundred Twenty Five (125) working days provided for completion of the project was increased to One Hundred Forty Eight (148) working days per Contract Change Order No. 1. The contract period of One Hundred Forty Eight (148) working days per Contract Change Order No. 1 was increased to One Hundred Forty Nine (149) working days per Contract Change Order No. 2. The contract period of One Hundred Forty Eight (148) working days per Contract Change Order No. 3 will not be increased. The contract period of One Hundred Forty Eight (148) working days was increased to One Hundred Fifty One (151) working days per Contract Change Order No. 4. Accordingly, the contractual last day for construction will be September 3, 2010.

Approved: 
Jeannette Olko, Interim Electric Utility Division Manager

Date: 9-15-10

Prepared by: 
Gerald McAllister, Senior Electrical Engineer

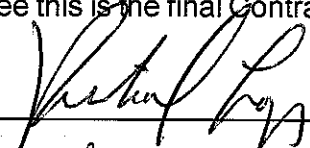
Date: 9/15/10

Acceptance by Contractor:

This revision includes the entire compensation for the change set forth herein. It includes, but is not limited to, compensation for engineering, materials, equipment, sub-contracts, labor, overhead, profit, loss, costs, changes in scope and/or sequencing, and/or scheduling, additions, deletions, effects on productivity, delays, disruptions, ripple effects, impacts, extra work, quantum merit, and/or equitable adjustment(s), as well as for further claims for compensation for any of them, resulting directly or indirectly from the change set forth herein. All present and future claims against the City of Moreno Valley that are incidental to, or as a consequence of, the aforesaid change(s) are satisfied by this revision.

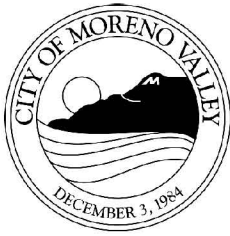
I/We, the undersigned Contractor, have given careful consideration to the described changes and hereby agree to the changes herein.

I/We also agree this is the final Contract Change Order, that there are no additional claims pertaining to the contract.

Name: 
Title: OWNER

Date: 9/13/2010

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: October 12, 2010

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR PROJECT NOS. MVU-0003, 0006, 0008, 0010, 0011, 0012, 0014; THE INSTALLATION OF ELECTRICAL CONDUITS, MANHOLES, SWITCHES AND INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE ON COTTONWOOD AVE – MORENO BEACH DR TO QUINCY ST, LASSELLE ST – JOHN F KENNEDY DR TO CACTUS AVE; THE INSTALLATION OF ELECTRICAL CONDUITS, MANHOLES, AND INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE ON JOHN F. KENNEDY DR – PERRIS BLVD TO LASSELLE ST; INSTALLATION OF ELECTRICAL CONDUITS, VAULTS, MANHOLES, AND INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE ON CACTUS AVE – LASSELLE ST TO NASON ST, INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE ON NASON ST – CACTUS AVE TO ALESSANDRO BLVD, INSTALLATION OF ELECTRICAL CONDUITS, SWITCHES, VAULTS, MANHOLES, AND INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE ON ALESSANDRO BLVD – MORRISON ST TO MORENO BEACH DR

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for the installation of electrical conduits, manholes, switches and installation and energizing of 1000 KCMIL, 12kV cable on Cottonwood Ave – Moreno Beach Dr to Quincy St, Project Nos. MVU-0003, 0006, and 0008; the installation of electrical conduits , manholes, and installation and energizing of 1000 KCMIL, 12kV cable on John F. Kennedy Dr – Perris Blvd to Lasselle St, installation of electrical conduits, switches , manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Lasselle St – John F Kennedy Dr

- to Cactus Ave, installation of electrical conduits, vaults , manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Cactus Ave – Lasselle St to Nason St, installation and energizing of 1000 KCMIL, 12kV cable on Nason St – Cactus Ave to Alessandro Blvd, installation of electrical conduits, switches, vaults, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Alessandro Blvd – Morrison St to Moreno Beach Dr, Project Nos. MVU-0010, 0011, 0012, 0014, to H & H Contractors, the lowest responsible bidder.
2. Authorize the Mayor to execute a contract with H & H General Contractors, in the form attached hereto.
 3. Authorize the Financial and Administrative Services Director to issue a Purchase Order to H & H General Contractors, in the amount of \$2,413,664.00 (the base bid amount plus 10% contingency) for the installation of electrical conduits, manholes, switches and installation and energizing of 1000 KCMIL, 12kV cable on Cottonwood Ave – Moreno Beach Dr to Quincy St, Project Nos. MVU-0003, 0006, and 0008; the installation of electrical conduits , manholes, and installation and energizing of 1000 KCMIL, 12kV cable on John F. Kennedy Dr – Perris Blvd to Lasselle St, installation of electrical conduits, switches , manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Lasselle St – John F Kennedy Dr to Cactus Ave, installation of electrical conduits, vaults , manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Cactus Ave – Lasselle St to Nason St, installation and energizing of 1000 KCMIL, 12kV cable on Nason St – Cactus Ave to Alessandro Blvd, installation of electrical conduits, switches, vaults , manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Alessandro Blvd – Morrison St to Moreno Beach Dr, Project Nos. MVU-0010, 0011, 0012, 0014, when the contract has been signed by all parties. (Account Nos. 602.61829, 602.61832, 602.61827, 602.61835, 602.61836, 602.61837, and 602.61839)
 4. Authorize the Director of Public Works/City Engineer to execute any subsequent change orders to the contract with H & H General Contractors up to, but not to exceed the Purchase Order Contingency authorized for the base bid amount of \$2,194,240.00.

BACKGROUND

The City of Moreno Valley Electric Utility (MVU) has experienced significant growth over the past five years. MVU is presently serving over 5,500 customers and projects continued growth, including the addition of several large non-residential and multi-family meters. To ensure the safety and reliability of the MVU electric grid and accommodate for the increased demand, it will be necessary to construct new electric distribution line extension circuits (Project Nos. MVU-0003, 0006, 0008, 0010, 0011, 0012, 0014). This project will also provide valuable circuit ties between the Cactus, Lasselle, Iris, and Globe 12kV circuits. This project will also construct a new 12 kV circuit, the Redlands 12kV to support the new Highland Fairview Corporate Park.

The construction of the Cactus, Lasselle, Iris, and Globe 12kV circuit ties are necessary to transfer existing load from several of the existing feeder circuits which will be taxed beyond capacity by the projected peak load after new customers are added. In addition, the circuit ties greatly enhance the reliability of the MVU distribution system.

DISCUSSION

The basic components of the MVU electric distribution system are:

- 1). MVU MoVal 115/12kV, 56 MVA Substation and related apparatus.
- 2). Several MVU owned and operated 12,000 volt interconnections
- 3). Backbone electrical distribution infrastructure system within major arterial roads.
- 4). Service connection points to in-tract and direct feed points for electric distribution service to end users.

The City Council approved the 2009/2010 Public Works Capital Improvement Plan which includes several new MVU electric distribution feeders and circuits. These new circuits, Projects Nos. MVU-0003, 0006, 0008, 0010, 0011, 0012, 0014, will provide relief to the existing Cactus, Lasselle, Iris, and Globe 12kV interconnections in the event of a SCE source outage. It will also provide relief to the Globe 12kV circuit as it approaches its operating design limits and contractual constraints. The operational flexibility that the circuit ties will provide, including the ability to transfer loads, is necessary to avoid excessive load on existing circuits. Additionally, the reliability of the MVU electric distribution system will be greatly improved. The addition of the capital improvement projects will reduce the probability of power outages to valued MVU customers, thereby increasing reliability.

Formal bidding procedures have been followed in conformance with the Public Contract Code. The City Clerk opened bids at 2:00 P.M., August 24, 2010, for installation of electrical conduits, manholes, , switches and installation and energizing of 1000 KCMIL, 12kV cable on Cottonwood Ave – Moreno Beach Dr to Quincy St, Project Nos. MVU-0003, 0006, and 0008; the installation of electrical conduits , manholes, and installation and energizing of 1000 KCMIL, 12kV cable on John F. Kennedy Dr – Perris Blvd to Lasselle St, installation of electrical conduits, switches, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Lasselle St – John F Kennedy Dr to Cactus Ave, installation of electrical conduits, vaults, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Cactus Ave – Lasselle St to Nason St, installation and energizing of 1000 KCMIL, 12kV cable on Nason St – Cactus Ave to Alessandro Blvd, installation of electrical conduits, switches, vaults, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Alessandro Blvd – Morrison St to Moreno beach Dr, Project Nos. MVU-0010, 0011, 0012, 0014.

A total of 10 bids have been submitted to City Clerk. Upon review, all 10 were considered valid bids.

CONTRACTORS

BIDS

1. H & H GENERAL CONTRACTORS	\$2,194,240
2. RICHARD LOPEZ CONSTRUCTION	\$2,338,203
3. VCI TELECOM, INC.....	\$2,355,515
4. CAL WEST UNDERGROUND, INC	\$2,394,000
5. INTERNATIONAL LINE BUILDERS, INC.....	\$2,690,383
6. AM ORTEGA CONSTRUCTION	\$2,736,529
7. HCI, INC.....	\$2,733,049
8. MS CONSTRUCTION MGMT GROUP	\$2,867,721
9. HERMAN WEISSKER, INC.....	\$3,624,218
10. MINCO CONSTRUCTION	\$3,941,074

The engineer’s estimate for the capital improvement considered in this action is \$3,338,845. Due to excellent market conditions, the bids came in well below the engineer’s estimate.

Staff has reviewed the bid by H & H General Contractors and finds the company to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding issues were identified through the review of the references submitted by H & H General Contractors. Staff recommends the City Council adopt the plans and specifications, and award the contract to H & H General Contractors.

ENVIRONMENTAL REVIEW

This project is exempt from California Environmental Quality Act (CEQA) as it is classified as a Class I Categorical Exemption as defined in Section 15301C, no further environmental review is required.

ALTERNATIVES

1. Award the installation of electrical conduits, manholes, , switches and installation and energizing of 1000 KCMIL, 12kV cable on Cottonwood Ave – Moreno Beach Dr to Quincy St, Project Nos. MVU-0003, 0006, and 0008; the installation of electrical conduits, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on John F. Kennedy Dr – Perris Blvd to Lasselle St, installation of electrical conduits, switches, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Lasselle St – John F Kennedy Dr to Cactus Ave, installation of electrical conduits, vaults, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Cactus Ave – Lasselle St to Nason St, installation and energizing of 1000 KCMIL, 12kV cable on Nason St – Cactus Ave to Alessandro Blvd, installation of electrical conduits, switches, vaults, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Alessandro Blvd – Morrison St to Moreno beach Dr, Project Nos. MVU-0010, 0011, 0012, 0014, to H & H General Contractors, the lowest responsible bidder, authorize the Mayor to execute a contract with H & H General Contractors, in the form attached hereto, authorize the Financial and Administrative Services Director to issue a Purchase Order to H & H General Contractors, in the amount of \$2,413,664 (the base bid amount plus 10%

contingency) for installation of electrical conduits, manholes, , switches and installation and energizing of 1000 KCMIL, 12kV cable on Cottonwood Ave – Moreno Beach Dr to Quincy St, Project Nos. MVU-0003, 0006, and 0008; the installation of electrical conduits, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on John F. Kennedy Dr – Perris Blvd to Lasselle St, installation of electrical conduits, switches, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Lasselle St – John F Kennedy Dr to Cactus Ave, installation of electrical conduits, vaults , manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Cactus Ave – Lasselle St to Nason St, installation and energizing of 1000 KCMIL, 12kV cable on Nason St – Cactus Ave to Alessandro Blvd, installation of electrical conduits, switches, vaults, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Alessandro Blvd – Morrison St to Moreno beach Dr, Project Nos. MVU-0010, 0011, 0012, 0014, when the contract has been signed by all parties. (Account Nos. 602.61829, 602.61832, 602.61827, 602.61835, 602.61836, 602.61837, and 602.61839), and authorize the Director of Public Works/City Engineer to execute any subsequent change orders to the contract with H & H General Contractors, up to, but not to exceed the Purchase Order Contingency authorized for the base bid amount of \$2,413,664. *This will allow the installation of the required structures, conduits, conductors, switches, and related electrical apparatus necessary to transfer load from the Cactus, Lasselle, Iris, and Globe 12kV interconnections and provide operational flexibility within the MVU electric grid.*

2. Do not award the installation of electrical conduits, manholes, switches and installation and energizing of 1000 KCMIL, 12kV cable on Cottonwood Ave – Moreno Beach Dr to Quincy St, Project Nos. MVU-0003, 0006, and 0008; the installation of electrical conduits , manholes, and installation and energizing of 1000 KCMIL, 12kV cable on John F. Kennedy Dr – Perris Blvd to Lasselle St, installation of electrical conduits, switches, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Lasselle St – John F Kennedy Dr to Cactus Ave, installation of electrical conduits, vaults , manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Cactus Ave – Lasselle St to Nason St, installation and energizing of 1000 KCMIL, 12kV cable on Nason St – Cactus Ave to Alessandro Blvd, installation of electrical conduits, switches, vaults , manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Alessandro Blvd – Morrison St to Moreno beach Dr, Project Nos. MVU-0010, 0011, 0012, 0014, to H & H General Contractors, the lowest responsible bidder, do not authorize the Mayor to execute a contract with H & H General Contractors, in the form attached hereto, authorize the Financial and Administrative Services Director to issue a Purchase Order to H & H General Contractors, in the amount of \$2,413,664 (the base bid amount plus 10% contingency) for installation of electrical conduits, manholes, switches and installation and energizing of 1000 KCMIL, 12kV cable on Cottonwood Ave – Moreno Beach Dr to Quincy St, Project Nos. MVU-0003, 0006, and 0008; the installation of electrical conduits, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on John F. Kennedy Dr – Perris Blvd to Lasselle St, installation of electrical conduits, switches, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Lasselle St – John F Kennedy Dr to Cactus Ave, installation of electrical conduits, vaults, manholes, and installation and energizing of 1000 KCMIL, 12kV cable on Cactus Ave – Lasselle St to Nason St, installation and energizing of 1000 KCMIL, 12kV cable on Nason St – Cactus Ave to Alessandro Blvd, installation of electrical conduits, switches, vaults, manholes, and installation and energizing of 1000 KCMIL,

12kV cable on Alessandro Blvd – Morrison St to Moreno beach Dr, Project Nos. MVU-0010, 0011, 0012, 0014, when the contract has been signed by all parties. (Account Nos. 602.61829, 602.61832, 602.61827, 602.61835, 602.61836, 602.61837, and 602.61839), and do not authorize the Director of Public Works/City Engineer to execute any subsequent change orders to the contract with H & H General Contractors, up to, but not to exceed the Purchase Order Contingency authorized for the base bid amount of \$2,413,664. *This would restrict the ability to transfer load from certain interconnections and potentially create a disruption of service and also would restrict the City’s utility ability to safely and reliably provide service during peak loads.*

FISCAL IMPACT

This project was approved by the City Council through the adoption of the Fiscal Year 2010/2011 Capital Improvements Project Budget. This project will be funded through the 2007 Lease Revenue Bonds approved by the City Council on March 13, 2007. MVU will receive various reimbursements from other development when they connect to this back bone infrastructure, thereby defraying some of the capital cost.

Fiscal Year 2010/2011 Capital Improvement Budget:

MVU – 0003 (Account No. 602.61829).....	\$489,814.32
MVU – 0006 (Account No. 602.61832).....	\$32,367.76
MVU – 0008 (Account No. 602.61827).....	\$482,099.57
MVU – 0010 (Account No. 602.61835).....	\$806,260.00
MVU – 0011 (Account No. 602.61836).....	\$525,500.00
MVU – 0012 (Account No. 602.61837).....	\$551,660.00
MVU – 0014 (Account No. 602.61839).....	\$448,907.00

Total Budgeted Funds.....\$3,336,608.65

ANTICIPATED PROJECT SCHEDULE:

Notice of Award.....	September 2010
Start Construction.....	October 2010
Complete Construction.....	March 2011

CITY COUNCIL GOALS

POSITIVE ENVIRONMENT:

Create a positive environment for the economic development within the community. *The construction of these facilities will expand the MVU electrical distribution system.*

PUBLIC FACILITIES AND CAPITAL PROJECTS:

Ensure that needed public facilities, roadway improvements, and other infrastructure improvements are constructed and maintained. *The expansion of the MVU electrical distribution system will foster a positive environment and potentially help contribute to development of Moreno Valley’s future.*

NOTIFICATION

Posting of the Agenda.

ATTACHMENTS

Attachment 1 – Master Agreement for Projects MVU – 0003, 0006, 0008, 0010, 0011, 0012, 0014.

Prepared By: Gerald McAllister, P.E.
Senior Electrical Engineer

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

Concurred By: Jeannette Olko
Electric Utility Manager

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

W:\Electric Utility\Administration - Finance\Staff Reports\2010 SR's\SR -Award Project Nos MVU-0003 0006 0008 0010-12 0014.doc

**AGREEMENT
AND
OTHER DOCUMENTS**

AGREEMENT

1.0 PROJECT NO. MVU-0003, Account No. 602.61829
MVU-0006, Account No. 602.61832
MVU-0008, Account No. 602.61827

- **COTTONWOOD AVE. - MORENO BEACH DR TO QUINCY ST.**
 - INSTALLATION OF ELECTRICAL CONDUIT, MANHOLE & SWITCH
 - INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE

2.0 PROJECT NO. MVU-0010, Account No. 602.61835
MVU-0011, Account No. 602.61836
MVU-0012, Account No. 602.61837
MVU-0014, Account No. 602.61839

- **JOHN F. KENNEDY DR – PERRIS BLVD to LASSELLE ST**
 - INSTALLATION OF ELECTRICAL CONDUIT & MANHOLES
 - INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE
- **LASSELLE ST – JOHN F. KENNEDYDR to CACTUS AVE**
 - INSTALLATION OF ELECTRICAL CONDUIT, SWITCHES & MANHOLES
 - INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE
- **CACTUS AVE – LASSELLE ST to NASON ST**
 - INSTALLATION OF ELECTRICAL CONDUIT, VAULT & MANHOLES
 - INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE
- **NASON ST– CACTUS AVE to ALESSANDRO BLVD**
 - INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE
- **ALESSANDRO BLVD – MORRISON ST to MORENO BEACH DR**
 - INSTALLATION OF ELECTRICAL CONDUIT, SWITCH, VAULT & MANHOLES
 - INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE

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

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

1. The written Agreement includes all of the following: a) any and all Contract Change Orders issued after execution of this Agreement, b) the Special Provisions which include the General Provisions and Technical Provisions, c) the project Plans, d) the Standard Plans, e) the Standard Specifications, f) Reference Specifications, g) **Addenda Nos. _____ inclusive**, issued prior to the opening of the Bids, h) the bound Bid Documents, , all of which are essential parts of this Agreement, and i) the Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit. In the event of any conflict in the provisions thereof, the terms of said Contract Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

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

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

AGREEMENT

PROJECT NO. MVU - 0003, 0006, 0008, 0010, 0011, 0012 & 0014

4. The Contractor hereby agrees to commence work pursuant to this Contract within fifteen (15) calendar days after the date of authorization specified in the Notice to Proceed. The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion, within **thirty (30) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

(OR)

If the project is for storm drains, traffic signal or any project requiring lead-time for ordering materials use next paragraph.

4. The Contractor hereby agrees to order materials pursuant to this Contract within 7 calendar days after the date of authorization specified in the "Notice to Proceed with Order of Materials." The Contractor hereby agrees to commence work pursuant to this Contract within 15 calendar days after the date of authorization specified in the "Notice to Proceed with Construction." The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion within _____ () **working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

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

It is, therefore, agreed that such damages shall be presumed to be in the amount of \$250.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Contract Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

(OR)

If the project is for storm drains, traffic signal or any project requiring lead-time for ordering materials use next paragraph.

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

It is, therefore, agreed that such damages shall be presumed to be in the amount of \$250.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Contract Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall name as additional insured, the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and Western Riverside Council of Governments (WRCOG) *for TUMF only*, and shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse,

AGREEMENT

PROJECT NO. MVU – 0003, 0006, 0008, 0010, 0011, 0012 & 0014

explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

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

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

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

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

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

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

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

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

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

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

Any deductibles or self-insured retention must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its

AGREEMENT

PROJECT NO. MVU – 0003, 0006, 0008, 0010, 0011, 0012 & 0014

officers, officials, employees and volunteers; or the contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration, and defense expenses.

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

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

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

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Contract fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

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

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

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

12. The Contractor agrees to indemnify, defend, and save the City of Moreno Valley, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), and Western Riverside Council of Governments (WRCOG) its officers, agents, and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the Contractor's employees

AGREEMENT

PROJECT NO. MVU – 0003, 0006, 0008, 0010, 0011, 0012 & 0014

and all claims which arise from or are connected with the negligent performance of or failure to perform the work or other obligations of this Contract Agreement, or are caused or claimed to be caused by the negligent acts of the Contractor its officers, agents, employees, sub-contractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, and WRCOG its officers, agents, or employees.

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

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

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

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

AGREEMENT

PROJECT NO. MVU – 0003, 0006, 0008, 0010, 0011, 0012 & 0014

CITY OF MORENO VALLEY,
Municipal Corporation

(Name of Contractor)

BY: _____

Mayor

License No./
Classification: _____

Expiration Date: _____

DATE: _____

Federal I.D. No.: _____

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

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____
Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Contract Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

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

**FAITHFUL PERFORMANCE BOND
PROJECT NO. MVU - 0003, 0006, 0008, 0010, 0011, 0012 & 0014**

BOND NO. _____
PREMIUM \$ _____

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

**1.0 PROJECT NO. MVU-0003, Account No. 602.61829
MVU-0006, Account No. 602.61832
MVU-0008, Account No. 602.61827**

- **COTTONWOOD AVE. - MORENO BEACH DR TO QUINCY ST.**
 - INSTALLATION OF ELECTRICAL CONDUIT, MANHOLE & SWITCH
 - INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE

**2.0 PROJECT NO. MVU-0010, Account No. 602.61835
MVU-0011, Account No. 602.61836
MVU-0012, Account No. 602.61837
MVU-0014, Account No. 602.61839**

- **JOHN F. KENNEDY DR – PERRIS BLVD to LASSELLE ST**
 - INSTALLATION OF ELECTRICAL CONDUIT & MANHOLES
 - INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE
- **LASSELLE ST – JOHN F. KENNEDY DR to CACTUS AVE**
 - INSTALLATION OF ELECTRICAL CONDUIT, SWITCHES & MANHOLES
 - INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE
- **CACTUS AVE – LASSELLE ST to NASON ST**
 - INSTALLATION OF ELECTRICAL CONDUIT, VAULT & MANHOLES
 - INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE
- **NASON ST – CACTUS AVE to ALESSANDRO BLVD**
 - INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE
- **ALESSANDRO BLVD – MORRISON ST to MORENO BEACH DR**
 - INSTALLATION OF ELECTRICAL CONDUIT, SWITCH, VAULT & MANHOLES
 - INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to _____, as Principal hereinafter designated as "Contractor" and have entered into a Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager/Mayor, and identified as **Project No. MVU- 0003, 0006, 0008, 0010, 0011, 0012 & 0014** is hereby referred to and made a part hereof; and

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

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

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

FAITHFUL PERFORMANCE BOND

PROJECT NO. MVU - 0003, 0006, 0008, 0010, 0011, 0012 & 0014

the City and judgement is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

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

(SIGNATURE PAGE FOLLOWS)

**FAITHFUL PERFORMANCE BOND
PROJECT NO. MVU – 0003, 0006, 0008, 0010, 0011, 0012 & 0014**

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day
of _____ 2010.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 2010.

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal maybe affixed hereto

BOND NO. _____

PREMIUM \$ _____

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

**1.0 PROJECT NO. MVU-0003, Account No. 602.61829
MVU-0006, Account No. 602.61832
MVU-0008, Account No. 602.61827**

- **COTTONWOOD AVE. - MORENO BEACH DR TO QUINCY ST.**
 - INSTALLATION OF ELECTRICAL CONDUIT, MANHOLE & SWITCH
 - INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE

**2.0 PROJECT NO. MVU-0010, Account No. 602.61835
MVU-0011, Account No. 602.61836
MVU-0012, Account No. 602.61837
MVU-0014, Account No. 602.61839**

- **JOHN F. KENNEDY DR – PERRIS BLVD to LASSELLE ST**
 - INSTALLATION OF ELECTRICAL CONDUIT & MANHOLES
 - INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE
- **LASSELLE ST – JOHN F. KENNEDYDR to CACTUS AVE**
 - INSTALLATION OF ELECTRICAL CONDUIT, SWITCHES & MANHOLES
 - INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE
- **CACTUS AVE – LASSELLE ST to NASON ST**
 - INSTALLATION OF ELECTRICAL CONDUIT, VAULT & MANHOLES
 - INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE
- **NASON ST– CACTUS AVE to ALESSANDRO BLVD**
 - INSTALLATION AND ENERGIZING OF 1000 KCMIL, 12KV CABLE
- **ALESSANDRO BLVD – MORRISON ST to MORENO BEACH DR**
 - INSTALLATION OF ELECTRICAL CONDUIT, SWITCH, VAULT & MANHOLES

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to _____, as Principal hereinafter designated as "Contractor" and have entered into a Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager/Mayor, and identified as **Project No. MVU- 0003, 0006, 0008, 0010, 0011, 0012 & 0014** is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

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

including a reasonable attorney fee to be fixed by the court.

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

(SIGNATURE PAGE FOLLOWS)

BOND NO. _____

IN WITNESS WHEREOF, we have hereunto set our hands, and seals on this _____ day of _____ 2010.

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 2010.

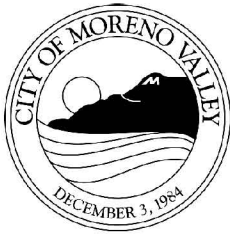
City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal maybe affixed hereto

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

Report to City Council

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

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

AGENDA DATE: October 12, 2010

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT AND TO ASSIGN THE CONTRACT TO THE COMMUNITY REDEVELOPMENT AGENCY FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM DAY STREET TO BARCLAY DRIVE
PROJECT NO. 10-41570027

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract (Agreement) for the Ironwood Avenue Improvements from Day Street to Barclay Drive to Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, the lowest responsible bidder.
2. Authorize the City Manager to execute the Agreement with Riverside Construction Company, Inc. in the form attached hereto, and to subsequently assign said Agreement to the Community Redevelopment Agency.
3. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the Agreement with Riverside Construction Company, Inc. up to but not exceeding the contingency amount of \$230,637.70, subject to the approval of the City Attorney.

Staff recommends that the Community Redevelopment Agency:

1. Accept the assignment of the Agreement and any subsequent change orders with Riverside Construction Company, Inc. from the City in the form attached hereto.

2. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Assignment Agreement in the form attached hereto on behalf of the Community Redevelopment Agency.
3. Authorize the issuance of a Purchase Order to Riverside Construction Company, Inc. in the amount of \$1,768,222.35 (\$1,537,584.65 plus 15% contingency) for the Ironwood Avenue Improvements from Day Street to Barclay Drive, when the Agreement has been signed by all parties (Account No. 897.91727).

BACKGROUND

On May 27, 2008, the City Council and the Community Redevelopment Agency of the City of Moreno Valley awarded a contract to AEI-CASC Engineering, Inc. (AEI-CASC) for the Ironwood Avenue improvement project from Day Street to Barclay Drive. The contract provided for completion of Part 1, Phase 1, only for the 35% design, Planning Application and Environmental Documentation (PA&ED).

On February 24, 2009, the City Council awarded Part 1, Phases 2 and 3 of the Ironwood Avenue improvements project from Day Street to Barclay Drive to AEI-CASC for final Plans, Specifications, and Estimate (PS&E).

On October 27, 2009, the City Council adopted a Mitigated Negative Declaration (MND) for the Ironwood Avenue improvements project.

On July 13, 2010, the City Council approved the Reimbursement Agreement for the Eastern Municipal Water District improvements.

DISCUSSION

The Ironwood Avenue improvements project from Day Street to Barclay Drive will provide much needed street and related improvements to assist with traffic management enhancements on an important arterial thoroughfare and congested intersection at Day Street. This project utilizes funding from the Redevelopment Agency (RDA) through the 2007 RDA bond issue.

The project generally consists of widening the south side of Ironwood Avenue from Day Street to Barclay Drive with the addition of one (1) lane plus a right turn lane, which will include concrete curb, gutter, and sidewalk covering approximately 1,600 linear feet. Improvements include approximately 1,402 feet of new waterline in Ironwood Avenue beginning at Day Street and connecting to an existing waterline east of Athens Drive, a masonry block retaining wall along the southerly right of way line between Day Street and Athens Drive, storm drain improvements in Ironwood Avenue at the intersection of Athens Drive, a traffic signal modification at Day Street and Ironwood Avenue, a new traffic signal at Athens Drive and Ironwood Avenue, street lighting conduit, and interconnect improvements. The modifications will facilitate a smooth transition through the intersections for east and west bound traffic on Ironwood Avenue and Box Springs

Road, and improve the flow for northbound traffic turning east off of Day Street onto Ironwood Avenue. Ironwood Avenue becomes Box Springs Road just west of Day Street. Ironwood Avenue is designated as a minor arterial street with ultimate build-out to four (4) lanes.

Formal bidding procedures have been followed in conformance with the Public Contract Code (PCC) and the City Clerk opened bids at 9:00 a.m. on September 8, 2010, for the subject project. Four (4) bids were received as follows:

1. Riverside Construction Company, Inc., Riverside	\$1,537,584.65
2. All American Asphalt, Corona	\$1,635,000.00
3. Vance Corporation, Rialto	\$1,635,710.10
4. R.J. Noble Company, Orange	\$1,683,107.59
Engineer's Estimate	\$1,689,336.00

Staff has reviewed the lowest bid received from Riverside Construction Company, Inc. (Contractor) and finds the company to be the lowest responsible bidder. Riverside Construction Company, Inc. possesses a valid California Contractor's License in good standing and has provided a bid bond as its required bid security. No outstanding problems were identified through a review of the references submitted by Riverside Construction Company, Inc.

The lowest responsible bidder was determined by comparing the cumulative total for all Base Bid items, as stipulated in the bid documents.

The Contractor will notify, and provide safe ingress and egress to all potentially affected property owners about the construction, as well as law enforcement, the Fire Department, Waste Management of the Inland Empire, the postal service, the school district, and other affected entities. The Contractor is required to keep one lane open in each direction along Ironwood Avenue, Day Street and Athens Drive, and provide access to residents at all times. The traffic control plan has been approved by the City Traffic Engineer.

ALTERNATIVES

- 1a. That the City Council award the construction contract (Agreement) for the Ironwood Avenue Improvements from Day Street to Barclay Drive to Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, the lowest responsible bidder, authorize the City Manager to execute the Agreement with Riverside Construction Company, Inc. in the form attached hereto, and to subsequently assign said Agreement to the Community Redevelopment Agency, and authorize the Public Works Director/City Engineer to execute any subsequent change orders to the Agreement with Riverside Construction Company, Inc. up to but not exceeding the contingency amount of \$230,637.70, subject to the approval of the City Attorney.

- 1b. That the Community Redevelopment Agency accept the assignment of the Agreement and any subsequent change orders with Riverside Construction Company, Inc. from the City in the form attached hereto, authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Assignment Agreement in the form attached hereto on behalf of the Community Redevelopment Agency, and authorize the issuance of a Purchase Order to Riverside Construction Company, Inc. in the amount of \$1,768,222.35 (\$1,537,584.65 plus 15% contingency) for the Ironwood Avenue Improvements from Day Street to Barclay Drive, when the Agreement has been signed by all parties (Account No. 897.91727).

These alternatives allow the City to complete the project on schedule.

- 2a. That the City Council not award the construction contract (Agreement) for the Ironwood Avenue Improvements from Day Street to Barclay Drive to Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, the lowest responsible bidder, not authorize the City Manager to execute the Agreement with Riverside Construction Company, Inc. in the form attached hereto, and to subsequently assign said Agreement to the Community Redevelopment Agency, and not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the Agreement with Riverside Construction Company, Inc. up to but not exceeding the contingency amount of \$230,637.70, subject to the approval of the City Attorney.
- 2b. That the Community Redevelopment Agency not accept the assignment of the Agreement and any subsequent change orders with Riverside Construction Company, Inc. from the City in the form attached hereto, not authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Assignment Agreement in the form attached hereto on behalf of the Community Redevelopment Agency, and not authorize the issuance of a Purchase Order to Riverside Construction Company, Inc. in the amount of \$1,768,222.35 (\$1,537,584.65 plus 15% contingency) for the Ironwood Avenue Improvements from Day Street to Barclay Drive, when the Agreement has been signed by all parties (Account No. 897.91727).

These alternatives will result in delaying the construction of the Ironwood Avenue Improvements.

FISCAL IMPACT

The Ironwood Avenue Improvements from Day Street to Barclay Drive are being funded with 2007 RDA Tax Allocation Bonds (Account No. 897.91727). In accordance with the terms of the Reimbursement Agreement, EMWD will deposit funds to pay for its portion of the waterline being upsized and relocated within Ironwood Avenue. The funds

utilized for this project are designated for capital improvements for the Ironwood Avenue improvements project and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE BUDGETED FUNDS:

Fiscal Year 2010/2011 (Account No. 897.91727).....	\$2,585,000
EMWD Deposit (pending execution of "Reimbursement Agreement") (Account No. 414.80422).....	\$132,000
Total Available Funds.....	<u>\$2,717,000</u>

TOTAL ESTIMATED CONSTRUCTION RELATED COSTS:

Design Support Costs during Construction	\$60,000
Contractor Construction Costs (includes 15% contingency).....	\$1,768,000
Construction Geotechnical Services.....	\$24,000
Construction Survey Services	\$31,000
Project Administration and City Inspection*	\$80,000
SCE Costs (Utility, Streetlights, and Permits).....	<u>\$65,000</u>
Total Estimated Project Costs	<u>\$2,028,000</u>

*Public Works staff will provide project administration and primary inspection services. Additional consultant inspection support will be provided for supplemental inspection.

Total Remaining Budget Amount \$689,000

ANTICIPATED SCHEDULE FOR IRONWOOD AVENUE:

Begin Construction.....	November 2010
Complete Construction.....	April 2011

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

SUMMARY

The project generally consists of widening the south side of Ironwood Avenue from Day Street to Barclay Drive with the addition of one (1) lane plus a right turn lane.

Improvements include a new waterline in Ironwood Avenue beginning at Day Street and connecting to an existing waterline, and a new traffic signal at Athens Drive and Ironwood Avenue. The modifications will facilitate a smooth transition through the intersections for east and west bound traffic on Ironwood Avenue and Box Springs Road, and improve the flow for northbound traffic turning east off of Day Street onto Ironwood Avenue. The City Council and the Community Redevelopment Agency are requested to approve the award of the construction contract and assignment agreement to Riverside Construction Company, Inc., the lowest responsible bidder.

ATTACHMENTS

Attachment “A” – Location Map

Attachment “B” – Agreement with Riverside Construction Company, Inc.

Attachment “C” – Assignment of Construction Agreement

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

Department Head Approval:
Barry Foster
Economic Development Director

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

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

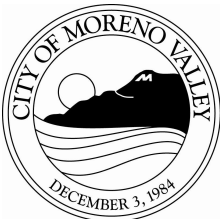
Concurred By:
Michele Patterson
Redevelopment & Neighborhood Programs Administrator

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

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LOCATION MAP



LOCATION MAP
Public Works Department
Capital Projects Division

Attachment "A"

**Ironwood Avenue Improvements,
From Day Street to Barclay Drive
Project No. 10-41570027**

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AGREEMENT

PROJECT NO. 10-41570027

**IRONWOOD AVENUE IMPROVEMENTS
from Day Street to Barclay Drive**

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

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

- 1. The written Agreement includes all of the following:
 - a. Any and all Contract Change Orders issued after execution of this Agreement
 - b. Addenda Nos. 1, 2, & 3 inclusive, issued prior to the opening of the Bids
 - c. The bound Bid Documents
 - d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
 - e. The project Plans
 - f. The Standard Plans
 - g. The Standard Specifications
 - h. Reference Specifications, all of which are essential parts of this Agreement
 - i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

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

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **\$1,537,584.65**, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to order materials pursuant to this Contract within 7 calendar days after the date of authorization specified in the "Notice to Proceed with Order of Materials." The Contractor hereby agrees to commence work pursuant to this Contract within 15 calendar days after the date of authorization specified in the "Notice to Proceed with Construction." The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion within **One Hundred Ten (110) working days** working days after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

**AGREEMENT
PROJECT NO. 10-41570027**

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

It is, therefore, agreed that such damages shall be presumed to be in the amount of \$700.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

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

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

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

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

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

**AGREEMENT
PROJECT NO. 10-41570027**

insurance in the amounts established.

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

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

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

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

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

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

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

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

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

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

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

**AGREEMENT
PROJECT NO. 10-41570027**

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

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

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

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

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

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

AGREEMENT
PROJECT NO. 10-41570027

consent of the City.

**AGREEMENT
PROJECT NO. 10-41570027**

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

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

W:\CapProj\CapProj\PROJECTS\Chris - 09-89280127 Ironwood-Day St to Barclay\Construction\Contractor\Agreement\Contractor Agreement.DOC

**AGREEMENT
PROJECT NO. 10-41570027**

CITY OF MORENO VALLEY,
Municipal Corporation

(Name of Contractor)

BY: _____
City Manager

License No./
Classification: _____

Expiration Date: _____

DATE: _____

Federal I.D. No.: _____

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

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____
Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

INSTRUCTIONS FOR COMPLETING THIS FORM

Any acknowledgment completed in California must contain verbiage exactly as appears above in the notary section or a separate acknowledgment form must be properly completed and attached to that document. The only exception is if a document is recorded outside of California. In such instances, any alternative acknowledgment verbiage as may be printed on such a document so long as the verbiage does not require the notary to do something that is illegal for a notary in California (i.e. certifying the authorized capacity of the signer). Please check the document carefully for proper notarial wording and attach this form if required.

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- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
 - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
 - ❖ Indicate title or type of attached document, number of pages and date.
 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
 Corporate Officer

(Title)

- Partner (s)
 Attorney-in-Fact
 Other _____

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 10-41570027

**IRONWOOD AVENUE IMPROVEMENTS
from Day Street to Barclay Drive**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Riverside Construction Company, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 10-41570027**, is hereby referred to and made a part hereof; and

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

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

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

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

(SIGNATURE PAGE FOLLOWS)

**FAITHFUL PERFORMANCE BOND
PROJECT NO. 10-41570027**

BOND NO. _____

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

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal maybe affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

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 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
 Corporate Officer

(Title)

- Partner (s)
 Attorney-in-Fact
 Other _____

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 10-41570027

**IRONWOOD AVENUE IMPROVEMENTS
from Day Street to Barclay Drive**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Riverside Construction Company, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 10-41570027**, is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

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

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

(SIGNATURE PAGE FOLLOWS)

**LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 10-41570027**

BOND NO. _____

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

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal maybe affixed hereto

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

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DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS BOND SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

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 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

ASSIGNMENT OF CONSTRUCTION AGREEMENT

Whereas, on _____, the City of Moreno Valley entered into a Construction Agreement for Ironwood Avenue Improvements from Day Street to Barclay Drive ("Agreement") with Riverside Construction Company, Inc., hereinafter referred to as "Contractor".

Whereas, for accounting, clarity, and other purposes, the City of Moreno Valley desires to assign all of its interest, rights, and obligations in the Agreement to the Community Redevelopment Agency of the City of Moreno Valley, hereinafter referred to as "RDA".

Section 1. Assignment

1.1 The City of Moreno Valley hereby assigns all of its interests, rights, and obligations in and to the Agreement to the Community Redevelopment Agency of the City of Moreno Valley. The RDA shall be obligated to the same terms of the City in the Agreement.

1.2 By signing this Assignment, the City of Moreno Valley, the RDA, and the Contractor agree to this Assignment.

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

City of Moreno Valley

Riverside Construction Company, Inc.

By: _____
William Bopf
City Manager

By: _____
Donald M. Pim
President

Date: _____

Date: _____

Community Redevelopment Agency of the City of Moreno Valley

By: _____
William Bopf
Executive Director

Date: _____

Approved as to Legal Form:

Suzanne Bryant
Deputy City Attorney

Date: _____

Attachment "C"

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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: October 12, 2010 (continued from September 28, 2010)

TITLE: RESOLUTION AUTHORIZING THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO APPROVE PARTIAL SECURITY REDUCTIONS

RECOMMENDED ACTION

Staff recommends that the City Council adopt the proposed resolution (Resolution No. 2010-88) authorizing the Public Works Director/City Engineer to approve partial security reductions of the public improvement securities and accept the partial Public Improvements as complete, but not into the City maintained system.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

As stated in the Subdivision Map Act (SMA), Section 66499.7, the legislative body (the City) may provide for the partial release of the security upon the partial performance of the act or the acceptance of the work as it progresses. It also states that no public entity shall be required to engage in this process of partial release more than once between the start of work and completion and acceptance of all work; however, nothing in this section prohibits a public entity from allowing for a partial release as it otherwise deems appropriate.

A reduction in the performance security will not be deemed to be an acceptance by the City of the completed public improvements, and the risk of loss or damage to the improvements and the obligation to maintain the improvements shall remain the sole responsibility of the developer until all required public improvements have been accepted by the City and all other required improvements have been fully completed in accordance with the plans and specifications for the project.

Partial reductions will only be considered in accordance with the provisions of the Public Improvement Agreement, City standards and City policies. Lastly, a partial reduction does not deem the improvements as accepted into the City's maintained street system. Therefore, the developer must continue to maintain the improvements until such time as the City accepts the improvements into the City's maintained street system.

DISCUSSION

Public Works/Land Development staff currently processes partial security reductions through Council approval. This is primarily an administrative function. By granting the Public Works Director/City Engineer the authority to reduce the security, the City will be able to provide security reductions to the developer in a more efficient and timely manner.

Partial security reductions reduce the Faithful Performance and Material and Labor securities provided to guarantee the construction of the public improvements. Faithful performance securities ensure the construction of public improvements. Material and Labor securities ensure the payment to the contractor, subcontractors, and persons furnishing labor, materials, or equipment to them for the improvements. Reduction in security will only occur when the following guidelines have been met:

1. Security reduction is requested in writing;
2. A revised Engineer's Cost Estimate for the remaining improvements is submitted signed and stamped by the developer's Engineer;
3. Reduction amount is in accordance with the Public Improvement Agreement and/or the City standards and City policies;
4. Payment of partial reduction fee based off the current fee schedule;
5. Verification by City inspector of completeness;
6. Clearances from appropriate City departments;
7. Schedule for remaining improvements is submitted.

When the public improvements have been constructed to 100% completion, the public improvements will be submitted for Council approval and acceptance into the City's maintained street system. When approved, the remaining improvement security will be released less 10% of the total value of the project for the 12-month warranty period. No security will be exonerated until improvements are accepted into the City's street maintained system.

The City has agreed to allow for more than one partial reduction on certain projects or in accordance with the specific details noted in the Public Improvement Agreement. Partial security reductions are granted on a percentage completion basis and the value of those improvements is unique to each individual project. Therefore, the request to provide the Public Works Director/City Engineer the authority to perform the partial reductions is without limits to either the value of the improvements or the number of reductions granted in any given period. In addition, Council will be notified prior to granting any reductions and will be provided with a monthly summary of reductions processed.

ALTERNATIVES

1. Approve the proposed resolution authorizing the Public Works Director/City Engineer to approve partial security reductions of the public improvement securities and accept the partial public improvements as complete, but not into the City maintained system.
2. Do not approve the proposed resolution authorizing the Public Works Director/City Engineer to approve partial security reductions of the public improvement securities and accept the partial public improvements as complete, but not into the City maintained system. *All partial reductions will continue to be processed through City Council and could delay release of funds to developers.*

FISCAL IMPACT

Not applicable.

NOTIFICATION

Publication of agenda.

ATTACHMENTS/EXHIBITS

Exhibit "A" – Proposed Resolution

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\10-12-10 Reso for City Engineer.doc

RESOLUTION NO. 2010 - 88

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AUTHORIZING THE PUBLIC WORKS DIRECTOR/CITY ENGINEER TO REDUCE SECURITIES ASSOCIATED WITH PUBLIC IMPROVEMENTS

WHEREAS, Section 66499 of the Government Code provides that a local agency may require a security in connection with the performance of any act or agreement; and

WHEREAS, Section 66499 of the Government Code also provides that a local agency may provide for the partial release of the security upon the partial performance of the act or the acceptance of the work as it progresses; and

WHEREAS, Section 66499 of the Government Code further provides that a local agency may authorize any of its public officers or employees to authorize the reduction of the security in accordance with any conditions set forth under Section 66499 of the Government code and in accordance with any rules that the local agency may prescribe; and

WHEREAS, the City desires and believes that it is in the best interests of convenience and efficiency for the City to designate the Public Works Director/City Engineer of the City of Moreno Valley as the officer authorized to reduce securities associated with public improvements on behalf of the City; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Moreno Valley, California authorizes the Public Works Director/City Engineer to reduce securities associated with public improvements as set forth under Section 66499 of the Government Code and in accordance with any rules that the local agency may prescribe and provide the City Council with notification in advance of the processing of the partial release of the security and provide the City Council and public with a notice indicating the partial releases of the security granted during the previous period.

APPROVED AND ADOPTED this 12th day of October 2010.

ATTEST:

_____ Mayor

_____ City Clerk

_____ City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

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

**MINUTES - REGULAR MEETING OF SEPTEMBER 28, 2010
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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**MINUTES
JOINT MEETING OF THE
MORENO VALLEY COMMUNITY SERVICES DISTRICT**

**SPECIAL MEETING - 6:00 PM
SEPTEMBER 21, 2010**

CALL TO ORDER

Special Meeting of the Moreno Valley Community Services District was called to order at 6:01 p.m. by President Flickinger in the Council Chamber located at 14177 Frederick Street, Moreno Valley, California.

ROLL CALL

Council:

Bonnie Flickinger	President
Robin N. Hastings	Vice President
William H. Batey II	Board Member
Jesse L. Molina	Board Member

Absent:

Richard A. Stewart	Board Member
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Staff:

Jane Halstead	City Clerk
William Bopf	Interim City Manager
Robert Hansen	City Attorney
Michelle Dawson	Acting Assistant City Manager

President Flickinger announced that Mail Ballot Proceeding item is listed as a report on the agenda, but it is actually a continuation of the public hearing from the September 14, 2010 agenda. The public comments portion of that public hearing has been already closed; therefore, no additional public comments would be heard on the public hearing. However, to lean in favor of the public, the Council will take regular public comments on this item if anyone wishes to speak.

President Flickinger opened the agenda item for public comments; there being none, public comments were closed.

President Flickinger further announced that the City Attorney had reviewed the agenda and determined that the special meeting was called solely to announce the results of the ballots. Therefore, no further discussion should be provided

MINUTES
SEPTEMBER 21, 2010

under this meeting.

At the conclusion of the meeting, the Council can request that staff prepare a list of alternatives for the October 12, 2010 City Council meeting or the October 19, 2010 Study Session; most likely the resolution on this matter will be addressed during the development of the fiscal year 2011-2012 budget.

G. REPORTS

G.1 RESULTS OF MAIL BALLOT PROCEEDING FOR A PROPOSED CHARGE INCREASE FOR THE COMMUNITY SERVICES DISTRICT ZONE B (RESIDENTIAL STREET LIGHTING) PROGRAM (CONTINUED FROM SEPTEMBER 14, 2010) (Report of: Public Works Department)

The City Clerk announced the results:

Total Number of Ballots Mailed: 40,090; Total Ballots Returned: 8,970

Total Valid Returned "Yes" – 3,790; Total Valid Returned "No" – 4,649;
Invalid – 531

The ballot didn't pass.

Recommendation: That the CSD:

1. Receive the report of the ballot results from the CSD Board Secretary;
2. Verify and accept the results of the mail ballot proceeding as identified on the Official Tally Sheet;

**Motion to Approve Recommendation No. 1 and No. 2 by m/Board Member William H. Batey II, s/Vice President Robin N. Hastings
Approved by a vote of 4-0-1, Board Member Richard A. Stewart absent.**

3. Receive and file with the CSD Board Secretary the accepted Official Tally Sheet; and

**Motion to Approve Recommendation No. 3 by m/Board Member William H. Batey II, s/Vice President Robin N. Hastings
Approved by a vote of 4-0-1, Board Member Richard A. Stewart absent.**

4. If approved, authorize and impose the proposed increase to the CSD

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Zone B charge.

Motion to direct staff to bring back alternatives to the October 12, 2010, televised City Council meeting by m/Board Member William H. Batey II, s/Vice President Robin N. Hastings
Approved by a vote of 4-0-1, Board Member Richard A. Stewart absent.

ADJOURNMENT to Regular City Council Study Session

There being no further business to conduct, the meeting was adjourned at 6:05 p.m. to Regular City Council Study Session p.m. by unanimous informal consent.

Submitted by:

Jane Halstead, CMC
Secretary, Moreno Valley Community Services District

Approved by:

Bonnie Flickinger
President, Moreno Valley Community Services District

enl

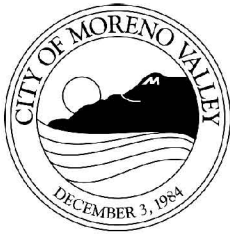
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**MINUTES - REGULAR MEETING OF SEPTEMBER 28, 2010
(Report of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Res</i>
CITY MANAGER	<i>WDS</i>

Report to City Council

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

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

AGENDA DATE: October 12, 2010

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT AND TO ASSIGN THE CONTRACT TO THE COMMUNITY REDEVELOPMENT AGENCY FOR THE IRONWOOD AVENUE IMPROVEMENTS FROM DAY STREET TO BARCLAY DRIVE
PROJECT NO. 10-41570027

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract (Agreement) for the Ironwood Avenue Improvements from Day Street to Barclay Drive to Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, the lowest responsible bidder.
2. Authorize the City Manager to execute the Agreement with Riverside Construction Company, Inc. in the form attached hereto, and to subsequently assign said Agreement to the Community Redevelopment Agency.
3. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the Agreement with Riverside Construction Company, Inc. up to but not exceeding the contingency amount of \$230,637.70, subject to the approval of the City Attorney.

Staff recommends that the Community Redevelopment Agency:

1. Accept the assignment of the Agreement and any subsequent change orders with Riverside Construction Company, Inc. from the City in the form attached hereto.

2. Authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Assignment Agreement in the form attached hereto on behalf of the Community Redevelopment Agency.
3. Authorize the issuance of a Purchase Order to Riverside Construction Company, Inc. in the amount of \$1,768,222.35 (\$1,537,584.65 plus 15% contingency) for the Ironwood Avenue Improvements from Day Street to Barclay Drive, when the Agreement has been signed by all parties (Account No. 897.91727).

BACKGROUND

On May 27, 2008, the City Council and the Community Redevelopment Agency of the City of Moreno Valley awarded a contract to AEI-CASC Engineering, Inc. (AEI-CASC) for the Ironwood Avenue improvement project from Day Street to Barclay Drive. The contract provided for completion of Part 1, Phase 1, only for the 35% design, Planning Application and Environmental Documentation (PA&ED).

On February 24, 2009, the City Council awarded Part 1, Phases 2 and 3 of the Ironwood Avenue improvements project from Day Street to Barclay Drive to AEI-CASC for final Plans, Specifications, and Estimate (PS&E).

On October 27, 2009, the City Council adopted a Mitigated Negative Declaration (MND) for the Ironwood Avenue improvements project.

On July 13, 2010, the City Council approved the Reimbursement Agreement for the Eastern Municipal Water District improvements.

DISCUSSION

The Ironwood Avenue improvements project from Day Street to Barclay Drive will provide much needed street and related improvements to assist with traffic management enhancements on an important arterial thoroughfare and congested intersection at Day Street. This project utilizes funding from the Redevelopment Agency (RDA) through the 2007 RDA bond issue.

The project generally consists of widening the south side of Ironwood Avenue from Day Street to Barclay Drive with the addition of one (1) lane plus a right turn lane, which will include concrete curb, gutter, and sidewalk covering approximately 1,600 linear feet. Improvements include approximately 1,402 feet of new waterline in Ironwood Avenue beginning at Day Street and connecting to an existing waterline east of Athens Drive, a masonry block retaining wall along the southerly right of way line between Day Street and Athens Drive, storm drain improvements in Ironwood Avenue at the intersection of Athens Drive, a traffic signal modification at Day Street and Ironwood Avenue, a new traffic signal at Athens Drive and Ironwood Avenue, street lighting conduit, and interconnect improvements. The modifications will facilitate a smooth transition through the intersections for east and west bound traffic on Ironwood Avenue and Box Springs

Road, and improve the flow for northbound traffic turning east off of Day Street onto Ironwood Avenue. Ironwood Avenue becomes Box Springs Road just west of Day Street. Ironwood Avenue is designated as a minor arterial street with ultimate build-out to four (4) lanes.

Formal bidding procedures have been followed in conformance with the Public Contract Code (PCC) and the City Clerk opened bids at 9:00 a.m. on September 8, 2010, for the subject project. Four (4) bids were received as follows:

1. Riverside Construction Company, Inc., Riverside	\$1,537,584.65
2. All American Asphalt, Corona	\$1,635,000.00
3. Vance Corporation, Rialto	\$1,635,710.10
4. R.J. Noble Company, Orange	\$1,683,107.59
Engineer's Estimate	\$1,689,336.00

Staff has reviewed the lowest bid received from Riverside Construction Company, Inc. (Contractor) and finds the company to be the lowest responsible bidder. Riverside Construction Company, Inc. possesses a valid California Contractor's License in good standing and has provided a bid bond as its required bid security. No outstanding problems were identified through a review of the references submitted by Riverside Construction Company, Inc.

The lowest responsible bidder was determined by comparing the cumulative total for all Base Bid items, as stipulated in the bid documents.

The Contractor will notify, and provide safe ingress and egress to all potentially affected property owners about the construction, as well as law enforcement, the Fire Department, Waste Management of the Inland Empire, the postal service, the school district, and other affected entities. The Contractor is required to keep one lane open in each direction along Ironwood Avenue, Day Street and Athens Drive, and provide access to residents at all times. The traffic control plan has been approved by the City Traffic Engineer.

ALTERNATIVES

- 1a. That the City Council award the construction contract (Agreement) for the Ironwood Avenue Improvements from Day Street to Barclay Drive to Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, the lowest responsible bidder, authorize the City Manager to execute the Agreement with Riverside Construction Company, Inc. in the form attached hereto, and to subsequently assign said Agreement to the Community Redevelopment Agency, and authorize the Public Works Director/City Engineer to execute any subsequent change orders to the Agreement with Riverside Construction Company, Inc. up to but not exceeding the contingency amount of \$230,637.70, subject to the approval of the City Attorney.

- 1b. That the Community Redevelopment Agency accept the assignment of the Agreement and any subsequent change orders with Riverside Construction Company, Inc. from the City in the form attached hereto, authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Assignment Agreement in the form attached hereto on behalf of the Community Redevelopment Agency, and authorize the issuance of a Purchase Order to Riverside Construction Company, Inc. in the amount of \$1,768,222.35 (\$1,537,584.65 plus 15% contingency) for the Ironwood Avenue Improvements from Day Street to Barclay Drive, when the Agreement has been signed by all parties (Account No. 897.91727).

These alternatives allow the City to complete the project on schedule.

- 2a. That the City Council not award the construction contract (Agreement) for the Ironwood Avenue Improvements from Day Street to Barclay Drive to Riverside Construction Company, Inc., 4225 Garner Road, Riverside, CA 92501, the lowest responsible bidder, not authorize the City Manager to execute the Agreement with Riverside Construction Company, Inc. in the form attached hereto, and to subsequently assign said Agreement to the Community Redevelopment Agency, and not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the Agreement with Riverside Construction Company, Inc. up to but not exceeding the contingency amount of \$230,637.70, subject to the approval of the City Attorney.
- 2b. That the Community Redevelopment Agency not accept the assignment of the Agreement and any subsequent change orders with Riverside Construction Company, Inc. from the City in the form attached hereto, not authorize the City Manager, acting in his capacity as the Executive Director for the Community Redevelopment Agency of the City of Moreno Valley, to execute the Assignment Agreement in the form attached hereto on behalf of the Community Redevelopment Agency, and not authorize the issuance of a Purchase Order to Riverside Construction Company, Inc. in the amount of \$1,768,222.35 (\$1,537,584.65 plus 15% contingency) for the Ironwood Avenue Improvements from Day Street to Barclay Drive, when the Agreement has been signed by all parties (Account No. 897.91727).

These alternatives will result in delaying the construction of the Ironwood Avenue Improvements.

FISCAL IMPACT

The Ironwood Avenue Improvements from Day Street to Barclay Drive are being funded with 2007 RDA Tax Allocation Bonds (Account No. 897.91727). In accordance with the terms of the Reimbursement Agreement, EMWD will deposit funds to pay for its portion of the waterline being upsized and relocated within Ironwood Avenue. The funds

utilized for this project are designated for capital improvements for the Ironwood Avenue improvements project and cannot be used for operational activities. There is no impact to the General Fund.

AVAILABLE BUDGETED FUNDS:

Fiscal Year 2010/2011 (Account No. 897.91727).....	\$2,585,000
EMWD Deposit (pending execution of "Reimbursement Agreement") (Account No. 414.80422).....	\$132,000
Total Available Funds.....	\$2,717,000

TOTAL ESTIMATED CONSTRUCTION RELATED COSTS:

Design Support Costs during Construction	\$60,000
Contractor Construction Costs (includes 15% contingency).....	\$1,768,000
Construction Geotechnical Services.....	\$24,000
Construction Survey Services	\$31,000
Project Administration and City Inspection*	\$80,000
SCE Costs (Utility, Streetlights, and Permits).....	\$65,000
Total Estimated Project Costs	\$2,028,000

*Public Works staff will provide project administration and primary inspection services. Additional consultant inspection support will be provided for supplemental inspection.

Total Remaining Budget Amount \$689,000

ANTICIPATED SCHEDULE FOR IRONWOOD AVENUE:

Begin Construction.....	November 2010
Complete Construction.....	April 2011

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

SUMMARY

The project generally consists of widening the south side of Ironwood Avenue from Day Street to Barclay Drive with the addition of one (1) lane plus a right turn lane.

Improvements include a new waterline in Ironwood Avenue beginning at Day Street and connecting to an existing waterline, and a new traffic signal at Athens Drive and Ironwood Avenue. The modifications will facilitate a smooth transition through the intersections for east and west bound traffic on Ironwood Avenue and Box Springs Road, and improve the flow for northbound traffic turning east off of Day Street onto Ironwood Avenue. The City Council and the Community Redevelopment Agency are requested to approve the award of the construction contract and assignment agreement to Riverside Construction Company, Inc., the lowest responsible bidder.

ATTACHMENTS

Attachment “A” – Location Map

Attachment “B” – Agreement with Riverside Construction Company, Inc.

Attachment “C” – Assignment of Construction Agreement

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

Department Head Approval:
Barry Foster
Economic Development Director

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

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

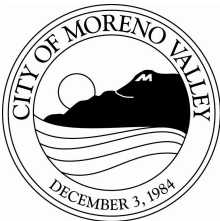
Concurred By:
Michele Patterson
Redevelopment & Neighborhood Programs Administrator

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

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LOCATION MAP



LOCATION MAP
Public Works Department
Capital Projects Division

Attachment "A"

**Ironwood Avenue Improvements,
From Day Street to Barclay Drive
Project No. 10-41570027**

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AGREEMENT**PROJECT NO. 10-41570027****IRONWOOD AVENUE IMPROVEMENTS
from Day Street to Barclay Drive**

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

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

1. The written Agreement includes all of the following:
 - a. Any and all Contract Change Orders issued after execution of this Agreement
 - b. Addenda Nos. 1, 2, & 3 inclusive, issued prior to the opening of the Bids
 - c. The bound Bid Documents
 - d. The Special Provisions which include the General Provisions and Technical Provisions, all of which are parts of this Agreement
 - e. The project Plans
 - f. The Standard Plans
 - g. The Standard Specifications
 - h. Reference Specifications, all of which are essential parts of this Agreement
 - i. The Bidder's Proposal which includes the Bidder's Bond and Noncollusion Affidavit

In the event of any conflict in the provisions thereof, the terms of said Bid Documents as set forth above shall control, each over the other, in the order provided. The above items are incorporated in this Agreement as though set forth in full.

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

3. The City will pay the Contractor and the Contractor agrees to receive and accept the prices set forth in the Bid Schedule as full compensation for the work required under the bid items awarded by the City, to wit, the Base Bid Item(s) and Additive Bid Item(s) in the sum total amount of **\$1,537,584.65**, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to order materials pursuant to this Contract within 7 calendar days after the date of authorization specified in the "Notice to Proceed with Order of Materials." The Contractor hereby agrees to commence work pursuant to this Contract within 15 calendar days after the date of authorization specified in the "Notice to Proceed with Construction." The Contractor agrees to diligently prosecute the contracted work, including corrective items of work, day to day thereafter, to completion within **One Hundred Ten (110) working days** working days after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

Attachment "B"

**AGREEMENT
PROJECT NO. 10-41570027**

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

It is, therefore, agreed that such damages shall be presumed to be in the amount of \$700.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

6. The Contractor shall procure and maintain, at its sole expense, and throughout the term of this Agreement, any extension thereof, and for a one (1) year warranty period, General Liability, Automobile Liability, and Workers' Compensation Insurance with such coverage limits as described in this Agreement.

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

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

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

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

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

**AGREEMENT
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insurance in the amounts established.

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

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

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

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

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

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

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

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

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

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

8. The Contractor, the Contractor's heirs, executors, administrators, successors, or assigns guarantee that all work performed under this Agreement fully meets the requirements thereof as to quality of workmanship and materials furnished. If any defects in materials or workmanship become evident within a period of one year from the date of the acceptance of the work by the City Council, the Contractor shall, at his or her own expense, make any repair(s) or replacement(s) necessary to restore the work to full compliance with the Plans and Specifications.

**AGREEMENT
PROJECT NO. 10-41570027**

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

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

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

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

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

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

AGREEMENT
PROJECT NO. 10-41570027

consent of the City.

**AGREEMENT
PROJECT NO. 10-41570027**

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

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

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

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

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

(SIGNATURE PAGE FOLLOWS)

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**AGREEMENT
PROJECT NO. 10-41570027**

CITY OF MORENO VALLEY,
Municipal Corporation

(Name of Contractor)

BY: _____
City Manager

License No./
Classification: _____

Expiration Date: _____

DATE: _____

Federal I.D. No.: _____

<u>INTERNAL USE ONLY</u>
<p>APPROVED AS TO LEGAL FORM:</p> <p>_____</p> <p style="text-align: center;">City Attorney</p> <p>_____</p> <p style="text-align: center;">Date</p> <p>RECOMMENDED FOR APPROVAL:</p> <p>_____</p> <p style="text-align: center;">Department Head <i>(if contract exceeds \$15,000)</i></p> <p>_____</p> <p style="text-align: center;">Date</p>

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____
Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

All signatures on the Agreement on behalf of the Contractor must be acknowledged before a notary public. Attach Notary Certificates following this page.

General Partners must sign on behalf of the partnership.

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

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

AGREEMENT SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

Additional Information

INSTRUCTIONS FOR COMPLETING THIS FORM

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- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, ~~is/are~~) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
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 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
 Corporate Officer

(Title)

- Partner (s)
 Attorney-in-Fact
 Other _____

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 10-41570027

**IRONWOOD AVENUE IMPROVEMENTS
from Day Street to Barclay Drive**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS:

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City," has awarded to **Riverside Construction Company, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 10-41570027**, is hereby referred to and made a part hereof; and

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

NOW THEREFORE, we the undersigned Contractor and _____, as Surety, are held and firmly bound unto the City of Moreno Valley, County of Riverside in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, to be paid to the said City or its certain attorney, its successors and assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

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

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

(SIGNATURE PAGE FOLLOWS)

**FAITHFUL PERFORMANCE BOND
PROJECT NO. 10-41570027**

BOND NO. _____

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

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal maybe affixed hereto.

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT

FAITHFUL PERFORMANCE BOND SIGNATURE PAGE

(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages _____

Document Date _____

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 - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
- Corporate Officer

(Title)

- Partner (s)
- Attorney-in-Fact
- Other _____

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 10-41570027

**IRONWOOD AVENUE IMPROVEMENTS
from Day Street to Barclay Drive**

KNOW ALL MEN AND WOMEN BY THESE PRESENTS

THAT WHEREAS, the City Council of the City of Moreno Valley, State of California, known as "City", has awarded to **Riverside Construction Company, Inc.**, as Principal hereinafter designated as "Contractor" and have entered into an Agreement whereby the Contractor agrees to construct or install and complete certain designated public improvements, which said Agreement, effective on the date signed by the City Manager, and identified as **Project No. 10-41570027**, is hereby referred to and made a part hereof; and

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

NOW, THEREFORE, we the undersigned Contractor and _____, as Surety are held and firmly bound unto the City of Moreno Valley, County of Riverside, in the penal sum of _____ dollars, (\$ _____), lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally liable (CCP 995.320 (a)(1)), firmly by these presents.

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

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

(SIGNATURE PAGE FOLLOWS)

**LABOR AND MATERIALS PAYMENT BOND
PROJECT NO. 10-41570027**

BOND NO. _____

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

CONTRACTOR (Principal)

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20____

City Attorney
City of Moreno Valley

NOTE:

- The bond shall be executed by an admitted Surety insurer (CCP 995.311) and the Surety must be registered as an admitted insurer in at least one county in the State of California.
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact and the Contractor.
- The bond shall include an attached original Power of Attorney duly authorizing the Attorney-in-Fact to act for the Surety (CCP 1305).
- The bond shall include the address at which the Principal (contractor) and Surety may be served with notices, papers and other documents (CCP 995.320 (a)(2)).

Corporate Seal maybe affixed hereto

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____

On _____ before me, _____,
(Here insert name and title of the officer)

personally appeared _____,

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgement to me that he/she they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature of Notary Public

(Notary Seal)

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DESCRIPTION OF THE ATTACHED DOCUMENT

LABOR AND MATERIALS BOND SIGNATURE PAGE

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Number of Pages _____

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- Securely attach this document to the signed document.

CAPACITY CLAIMED BY THE SIGNER

- Individual(s)
 Corporate Officer

(Title)

- Partner (s)
 Attorney-in-Fact
 Other _____

ASSIGNMENT OF CONSTRUCTION AGREEMENT

Whereas, on _____, the City of Moreno Valley entered into a Construction Agreement for Ironwood Avenue Improvements from Day Street to Barclay Drive ("Agreement") with Riverside Construction Company, Inc., hereinafter referred to as "Contractor".

Whereas, for accounting, clarity, and other purposes, the City of Moreno Valley desires to assign all of its interest, rights, and obligations in the Agreement to the Community Redevelopment Agency of the City of Moreno Valley, hereinafter referred to as "RDA".

Section 1. Assignment

1.1 The City of Moreno Valley hereby assigns all of its interests, rights, and obligations in and to the Agreement to the Community Redevelopment Agency of the City of Moreno Valley. The RDA shall be obligated to the same terms of the City in the Agreement.

1.2 By signing this Assignment, the City of Moreno Valley, the RDA, and the Contractor agree to this Assignment.

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

City of Moreno Valley

Riverside Construction Company, Inc.

By: _____
William Bopf
City Manager

By: _____
Donald M. Pim
President

Date: _____

Date: _____

Community Redevelopment Agency of the City of Moreno Valley

By: _____
William Bopf
Executive Director

Date: _____

Approved as to Legal Form:

Suzanne Bryant
Deputy City Attorney

Date: _____

Attachment "C"

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**MINUTES - REGULAR MEETING OF SEPTEMBER 28, 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>Ret</i>
CITY MANAGER	<i>W/S</i>

Report to City Council

TO: Mayor and City Council

FROM: Kyle Kollar, Interim Community Development Director

AGENDA DATE: October 12, 2010

TITLE: A PUBLIC HEARING TO REPEAL AND RESCISSION OF PRIOR APPROVAL OF AN INDUSTRIAL COMPLEX (PA07-0152, PA07-0153, PA07-0154, PA07-0155 and PA07-0156) WITH FOUR BUILDINGS (1,484,407 TOTAL SQ FT) ON 66.9 NET ACRES, A TENTATIVE PARCEL MAP 35879 (PA07-0151) TO CREATE FOUR PARCELS, GENERAL PLAN (PA08-0057) AND SPECIFIC PLAN (P08-060) AMENDMENTS TO REALIGN KRAMERIA AVENUE IN THE CIRCULATION ELEMENT OF THE GENERAL PLAN AND IN THE MORENO VALLEY INDUSTRIAL SPECIFIC PLAN (SP 208)

RECOMMENDED ACTION

Staff recommends that the City Council:

- A. **RECOGNIZE** that the repeal of an industrial complex (PA07-0152, PA07-0153, PA07-0154, PA07-0155 and PA07-0156), Tentative Parcel Map # 35879 (PA07-0151), General Plan (PA08-0057) and Specific Plan (P08-060) Amendments qualifies as a Statutory Exemption under Section 15270 of the California Environmental Quality Act (CEQA) Guidelines in that CEQA does not apply to projects which a public agency disapproves; and
- B. **ADOPT** Resolution No. 2010-90, **RESCINDING** Resolution No. 2009-44, and thereby disapproving the General Plan Amendment (PA08-0057), and returning the alignment of Krameria Avenue between Heacock Street and Indian Street and classification of Krameria Avenue in the Circulation Element of the General Plan to those in place predating the approval of PA08-0057 (maps attached to the Resolution as Exhibits A, B, C, D and E); and

- C. **INTRODUCE** Ordinance No. 815, **REPEALING** Ordinance No. 793, and thereby rescinding approval of the Specific Plan Amendment (P08-060), and returning the alignment of Krameria Avenue between Heacock Street and Indian Street in the Circulation Element in the Moreno Valley Industrial Specific Plan (SP 208) to those in place predating the approval of P08-060 (maps attached to the Ordinance as Exhibits A, B, C, and D); and

- D. **ADOPT** Resolution No. 2010-91, **RESCINDING** Resolution No. 2009-45, and thereby disapproving the industrial complex and related applications: PA07-0151(Tentative Parcel Map 35879), PA07-0152 (Master Plot Plan), PA07-0153 (Plot Plan), PA07-0154 (Plot Plan), PA07-0155 (Plot Plan), and PA07-0156 (Plot Plan), and therefore **DECERTIFYING** the Mitigated Negative Declaration prepared for the project, **RESCINDING** the adoption of the Statement of Overriding Findings and **RESCINDING** the approval of the Mitigation Monitoring Program (P09-072).

SUMMARY

The project consists of the repeal and rescission of an industrial complex with eight applications - a general plan amendment (PA08-0057), specific plan amendment (P08-060), tentative parcel map (PA07-0151), master plot plan (PA07-0152) and four plot plans (PA07-0153, 0154, 0155 and 0156). As a result of a Superior Court of California, County of Riverside decision on writ of mandate (see Attachment D), the City must repeal the project and does not have discretion in this regard.

BACKGROUND

The industrial complex project was initially approved by the City Council on August 25, 2009. In September 2009, a legal challenge was filed regarding the mitigated negative declaration and all related development approvals.

The June 22, 2010 Writ of Mandate from the Superior Court of California, County of Riverside found the City must vacate all project approvals including the adoption of the mitigated negative declaration and proceed consistent with the court's judgment in connection with any reconsideration or re-approval of the project. The court found that the mitigated negative declaration was not sufficient in addressing the issue of noise during construction.

The applicant, Western RealCo, intends to revise the project's environmental to address the issue identified by the court and seek reapproval by the City.

ALTERNATIVES

There is no alternative to the repeal and the rescission of an industrial complex (PA07-0152, PA07-0153, PA07-0154, PA07-0155 and PA07-0156), Tentative Parcel Map # 35879 (PA07-0151), General Plan (PA08-0057) and Specific Plan (P08-060), since this is based on the direction of the Superior Court of California, County of Riverside. By not taking action, the City would be failing to comply with the court's orders.

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

Notice of the City Council public hearing of the public notice, appeared in the *Press Enterprise* newspaper on September 30, 2010, posted on the affected property, and mailed to all surrounding property owners of record within 300 feet of the affected property. As of the date of preparation for the City Council Staff Report, there was no public response to the noticing for the City Council public hearing this project.

STAFF RECOMMENDATION

Staff recommends that the City Council:

- A. **RECOGNIZE** that the repeal of an industrial complex (PA07-0152, PA07-0153, PA07-0154, PA07-0155 and PA07-0156), Tentative Parcel Map # 35879 (PA07-0151), General Plan (PA08-0057) and Specific Plan (P08-060) Amendments qualifies as a Statutory Exemption under Section 15270 of the California Environmental Quality Act (CEQA) Guidelines in that CEQA does not apply to projects which a public agency disapproves; and
- B. **ADOPT** Resolution No. 2010-90, **RESCINDING** Resolution No. 2009-44, and thereby disapproving the General Plan Amendment (PA08-0057), and returning the alignment of Krameria Avenue between Heacock Street and Indian Street and classification of Krameria Avenue in the Circulation Element of the General Plan to those in place predating the approval of PA08-0057 (maps attached to the Resolution as Exhibits A, B, C, D and E); and
- C. **INTRODUCE** Ordinance No. 815, **REPEALING** Ordinance No. 793, and thereby rescinding approval of the Specific Plan Amendment (P08-060), and returning the alignment of Krameria Avenue between Heacock Street and Indian Street in the

Circulation Element of the in the Moreno Valley Industrial Specific Plan (SP 208) to those in place predating the approval of P08-060 (maps attached to the Ordinance as Exhibits A, B, C, and D); and

- D. **ADOPT** Resolution No. 2010-91, **RESCINDING** Resolution No. 2009-45, and thereby disapproving the industrial complex and related applications: PA07-0151(Tentative Parcel Map 35879), PA07-0152 (Master Plot Plan), PA07-0153 (Plot Plan), PA07-0154 (Plot Plan), PA07-0155 (Plot Plan), and PA07-0156 (Plot Plan), and therefore **DECERTIFYING** the Mitigated Negative Declaration prepared for the project, **RESCINDING** the adoption of the Statement of Overriding Findings and **RESCINDING** the approval of the Mitigation Monitoring Program (P09-072).

ATTACHMENTS/EXHIBITS

1. Resolution Rescinding Resolution 2009-44
2. Ordinance Repealing Ordinance No. 793
3. Resolution Rescinding Resolution 2009-45
4. Writ of Mandate / Superior Court of California, County of Riverside

Prepared By:
Claudia Manrique
Associate Planner

Department Head Approval:
Kyle Kollar
Interim Community Development Director

Concurred By:
John C. Terell
Planning Official

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

RESOLUTION NO. 2010-90

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, RESCINDING RESOLUTION NO. 2009-44, THEREBY DISAPPROVING THE AMENDMENT TO THE GENERAL PLAN CIRCULATION ELEMENT (PA08-0057) TO REALIGN KRAMERIA AVENUE BETWEEN IRIS AVENUE AND HEACOCK STREET AND DOWNGRADE KRAMERIA AVENUE FROM A MINOR ARTERIAL TO A INDUSTRIAL COLLECTOR, AS DESCRIBED IN THE RESOLUTION, AND THE REVISED GENERAL PLAN MAPS ATTACHED TO THE RESOLUTION AS EXHIBITS A, B, C, D AND E.

WHEREAS, Western Real Co, was the applicant of General Plan Amendment (PA08-0057). The requested amendment was for the realignment of Krameria Avenue between Iris Avenue and Heacock Street and downgrading Krameria from a Minor Arterial to an Industrial Collector. The General Plan Amendment was processed concurrently with a Specific Plan Amendment (P08-060), Tentative Parcel Map 35879 (PA07-0151), Master Plot Plan (PA07-0152) and four plot plans (PA07-0153, 0154, 0155 and 0156) for the proposed development of a 66.9 acre industrial complex. The project site is located southeast of Iris Avenue and Heacock Street; and

WHEREAS, a Mitigated Negative Declaration was prepared for the project, but has been required to be rescinded by Superior Court of California, County of Riverside, because of the inadequacy of the noise impacts during construction analysis; and

WHEREAS, all matters were fully discussed, with testimony and documentation presented by the public and any applicable governmental agencies.

NOW, THEREFORE, BE IT RESOLVED that based on the Superior Court of California, County of Riverside's mandate, and testimony considered at the City Council hearing regarding General Plan Amendment (PA08-0057) and the above recitals incorporated herein by this reference, the City Council **HEREBY FINDS AND DETERMINES** that with respect to the General Plan Amendment:

- A. The repeal of the General Plan Amendment (GPA) applies to following:
 - The existing design of Krameria Avenue from future "A" Street to Heacock Street would be modified;

ATTACHMENT 1

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

The street designation and design will revert back to the pre-August 2009 standards.

- B. The repeal of the General Plan is consistent with the goals, objectives, policies and programs of the General Plan, and will not result in any internal inconsistencies within the General Plan. This amendment does not conflict with the Land Use Policies of the General Plan in terms of land use types and intensity of development and will provide for development consistent and compatible with the General Plan and with adjacent related developments; and
- C. The repeal of the General Plan and all related approvals will not adversely affect the public health, safety or general welfare.

BE IT FURTHER RESOLVED that the City Council **HEREBY RESCINDS** Resolution 2009-44, thereby amending the General Plan Circulation Element designations as described in the Resolution, and the revised General Plan maps attached to the Resolution as Exhibits A and B.

APPROVED AND ADOPTED this 12th day of October 2010.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

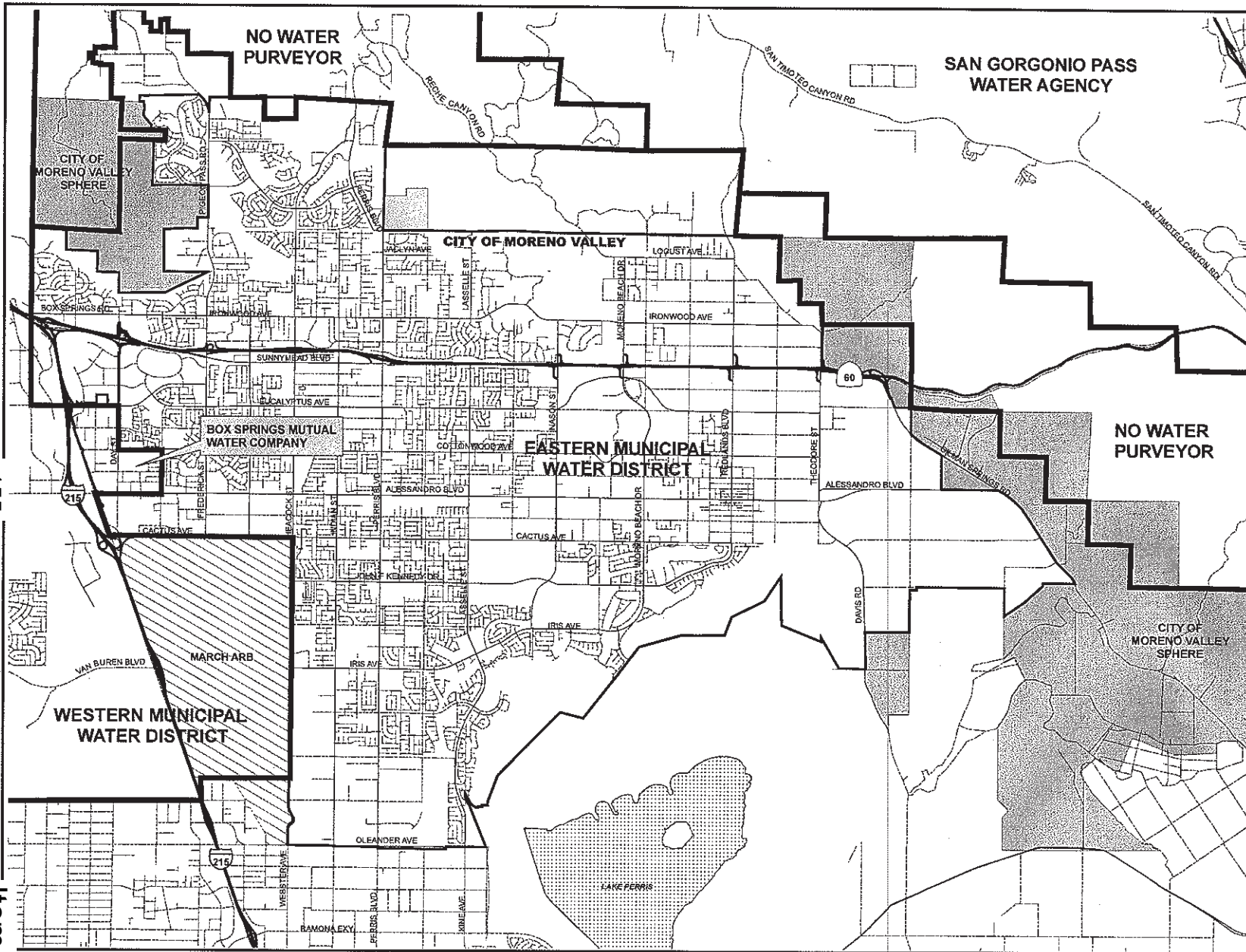
City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

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

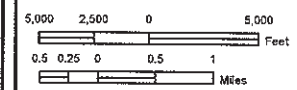
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MORENO VALLEY

**FIGURE 7-1
WATER PURVEYOR
SERVICE AREA MAP**

- Streets
- Major Streets
- Highways
- ▭ Service Areas
- ▭ Moreno Valley
- ▨ Moreno Valley Sphere
- ▨ March ARB
- ▨ Waterbodies



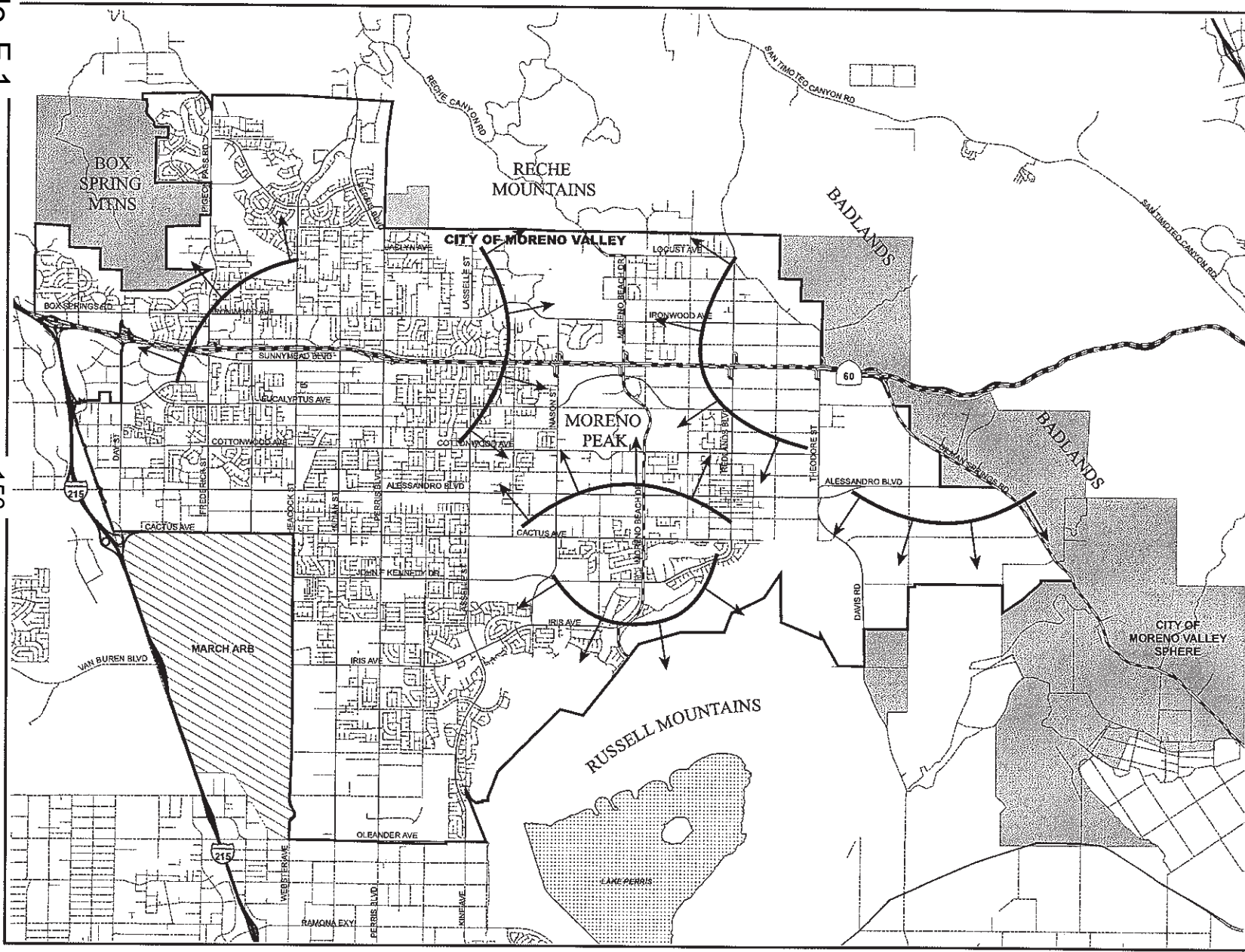
Date: July 11, 2006
 State Plane NAD83 Zone 6
 File: G:\arcmap\planning\gen_plan_updates\water_serv_area.mxd

GEOGRAPHIC INFORMATION SYSTEMS
 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.

Exhibit A

-155-

Item No. E.1

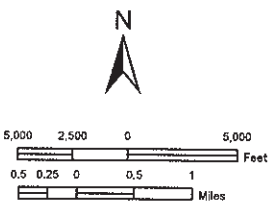


MORENO VALLEY



**FIGURE 7-2
MAJOR SCENIC RESOURCES**

- Streets
- Major Streets
- Highways
- Scenic Route
- Moreno Valley
- ▨ Moreno Valley Sphere
- ▧ March ARB
- ▩ Waterbodies
- ↔ View Corridor

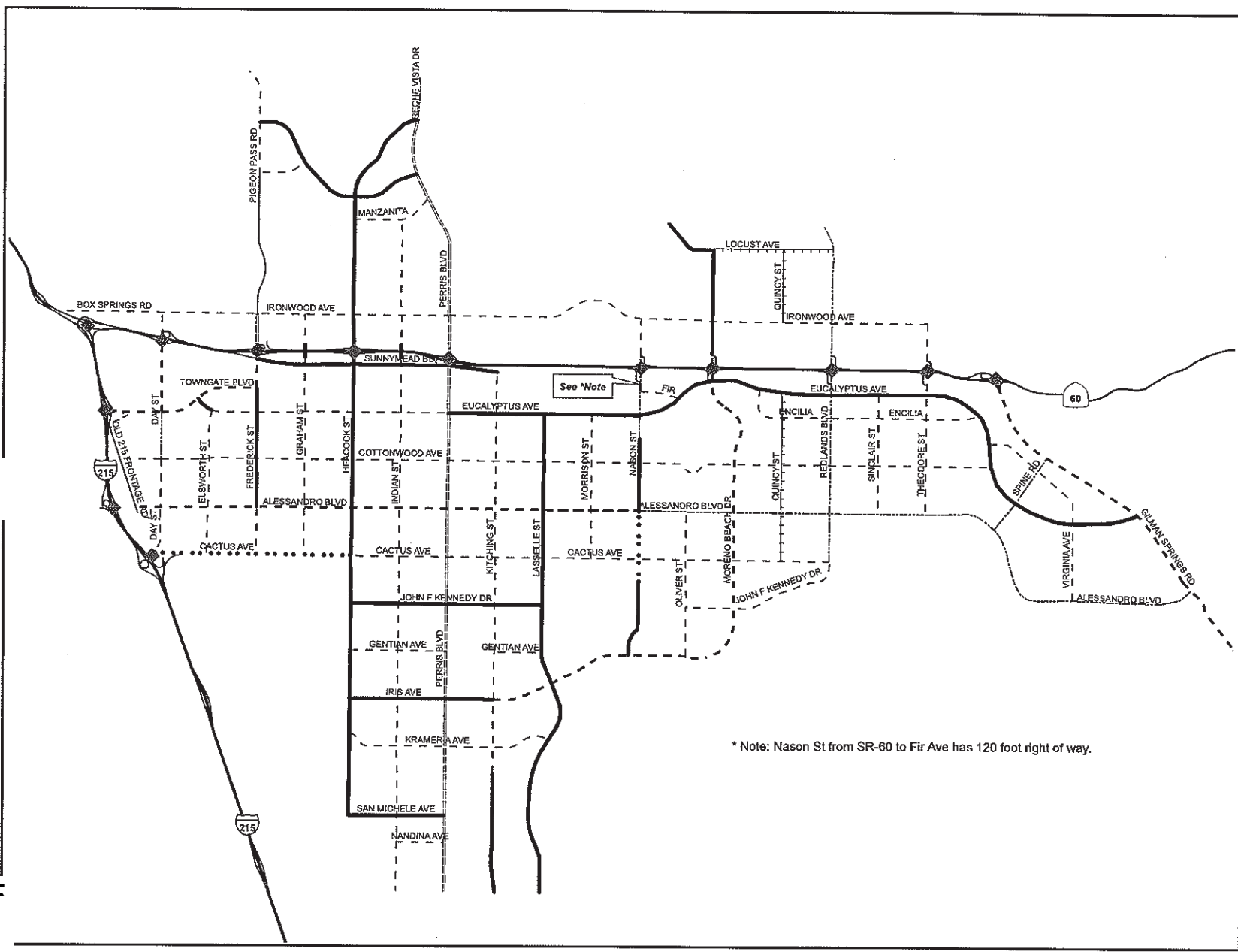


Date: July 11, 2006
 State Plane NAD83 Zone 6
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GEOGRAPHIC INFORMATION SYSTEMS

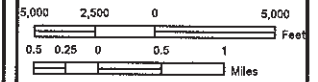
The information shown on this map was compiled from the Riverside County GIS and the City of Moreno Valley GIS. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Riverside County and City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

Exhibit B



**FIGURE 9-1
CIRCULATION PLAN**

- Street Classification**
- Freeway
 - Divided Major Arterial
 - Divided Major Arterial - Reduced Cross Section
 - Divided Arterial - 6 lane
 - Divided Arterial - 4 lane
 - Arterial
 - Minor Arterial
 - Minor Arterial - Pigeon Pass Cross Section
 - Collector
 - Freeway Overpass
 - Freeway Interchange



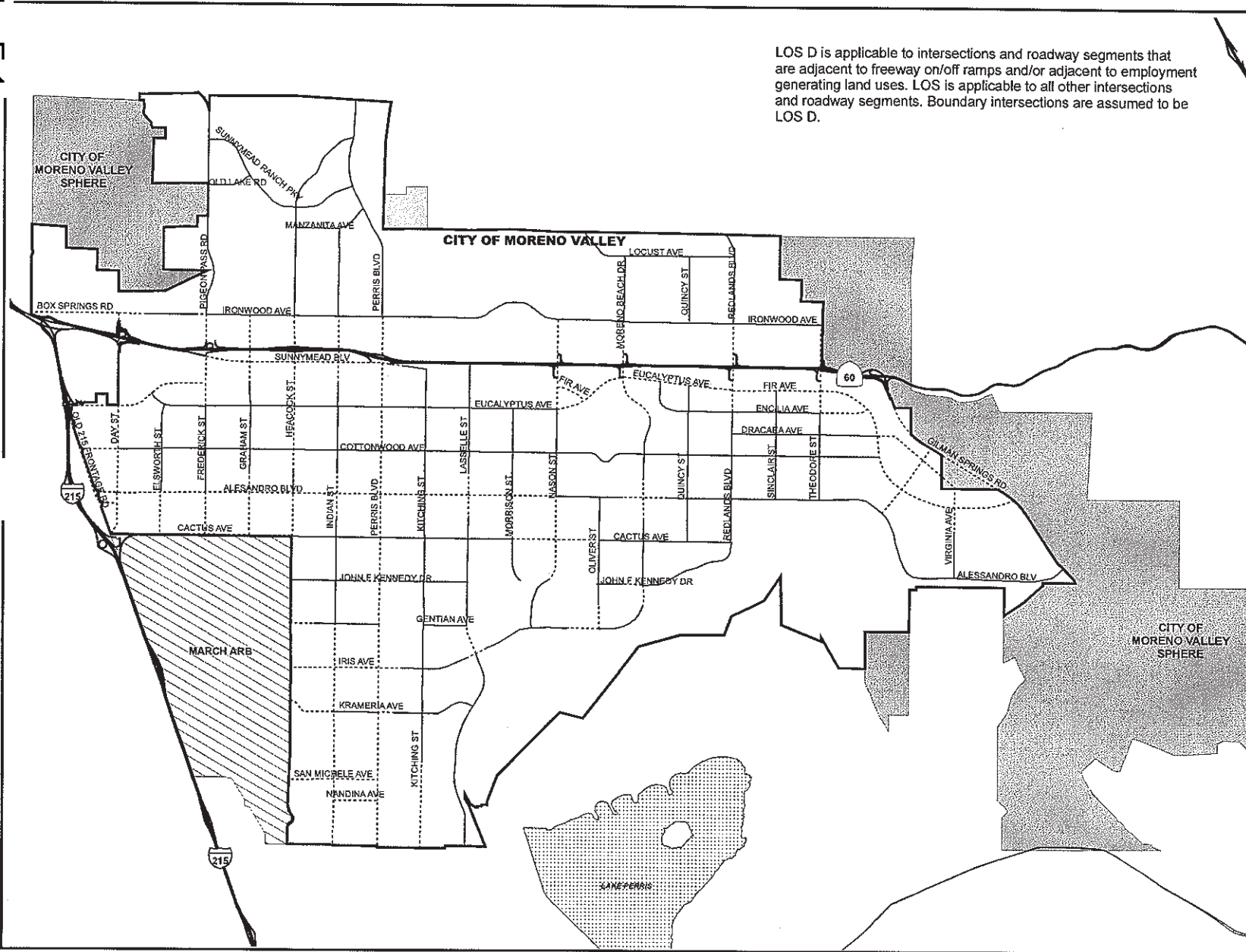
Date: July 11, 2006
 State Plane NAD83 Zone 6
 File: G:\arcmap\planning\gen_plan_updates\circ_plan_fig91.mxd

GEOGRAPHIC INFORMATION SYSTEMS

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.

* Note: Nason St from SR-60 to Fir Ave has 120 foot right of way.

Exhibit C

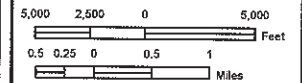


LOS D is applicable to intersections and roadway segments that are adjacent to freeway on/off ramps and/or adjacent to employment generating land uses. LOS is applicable to all other intersections and roadway segments. Boundary intersections are assumed to be LOS D.



**FIGURE 9-2
LOS STANDARDS**

- LOS C
- - - - LOS D
- Highways
- ▭ Moreno Valley
- ▨ Moreno Valley Sphere
- ▧ March ARB
- ▤ Waterbodies

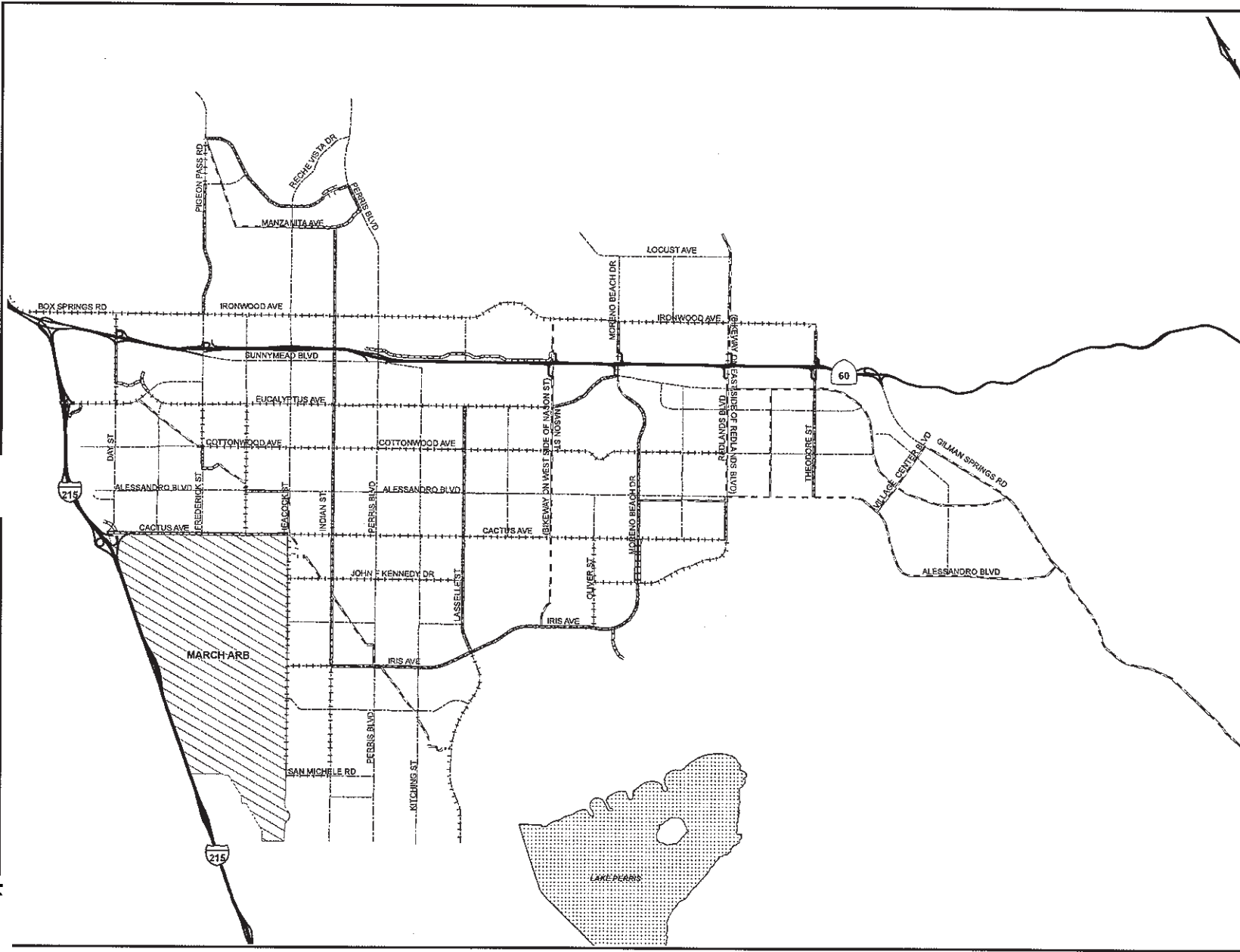


Date: July 11, 2006
 State Plane NAD83 Zone 6
 File: G:\arcmap\planning\gen_plan_updates\los_standards.mxd

GEOGRAPHIC INFORMATION SYSTEMS

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.

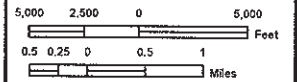
Exhibit D



**FIGURE 9-4
BIKEWAY PLAN**

Bikeway Classification

- Class I
- - - Class II
- · · · Class III
- Roads
- Highways
- ▨ March ARB
- ▩ Waterbodies



Date: July 11, 2005
 State Plane NAD83 Zone 6
 File: G:\arcmap\planning\gen_plan_updates\bikeyway.mxd

GEOGRAPHIC INFORMATION SYSTEMS

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.

Exhibit E

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ORDINANCE NO. 815

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, REPEALING ORDINANCE NO. 793 (P08-060) A SPECIFIC PLAN AMENDMENT TO REALIGN KRAMERIA AVENUE BETWEEN IRIS AVENUE AND HEACOCK STREET AND DOWNGRADE KRAMERIA AVENUE FROM A MINOR ARTERIAL TO A INDUSTRIAL COLLECTOR IN THE MORENO VALLEY INDUSTRIAL SPECIFIC PLAN (SP 208) AS DESCRIBED IN THE ORDINANCE, AND THE REVISED SPECIFIC PLAN MAPS ATTACHED TO THE ORDINANCE AS EXHIBITS A, B, C AND D.

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

Section 1

Moreno Valley Industrial Specific Plan (SP 208) as revised by Ordinance No. 793 of the City of Moreno Valley, is further amended by repealing Ordinance No. 793, and thereby returning the street designation and design of Krameria Avenue to the street designation and design standard before the adoption of Ordinance No. 793.

Section 2

Moreno Valley Industrial Specific Plan (SP 208) as revised by Ordinance No. 793 of the City of Moreno Valley, is further amended by repealing Ordinance No. 793, and thereby returning to the original text.

On Page IV-7 and Page V-14 the reference to “Perris Boulevard” will be revised back to “Kitching Street”.

On Page IV-8, the following will be removed:

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

- Krameria Avenue (between Indian Street to Heacock Street)

On Page V-14, the following will be removed from under Industrial Collector (78' ROW)

- Krameria Avenue (between Indian Street to Heacock Street)

On Page V-14, Krameria Avenue will be added to Minor Arterials.

ATTACHMENT 2

Section 3

Within fifteen days after the adoption of this Ordinance, the City Clerk of the City of Moreno Valley shall certify to the adoption hereof and, as so certified, cause it to be posted in at least three public places in the City designated for such postings by the City Council.

Section 4

This Ordinance shall take effect thirty (30) days after the date of its adoption.

APPROVED AND ADOPTED this ____ day of October, 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.]

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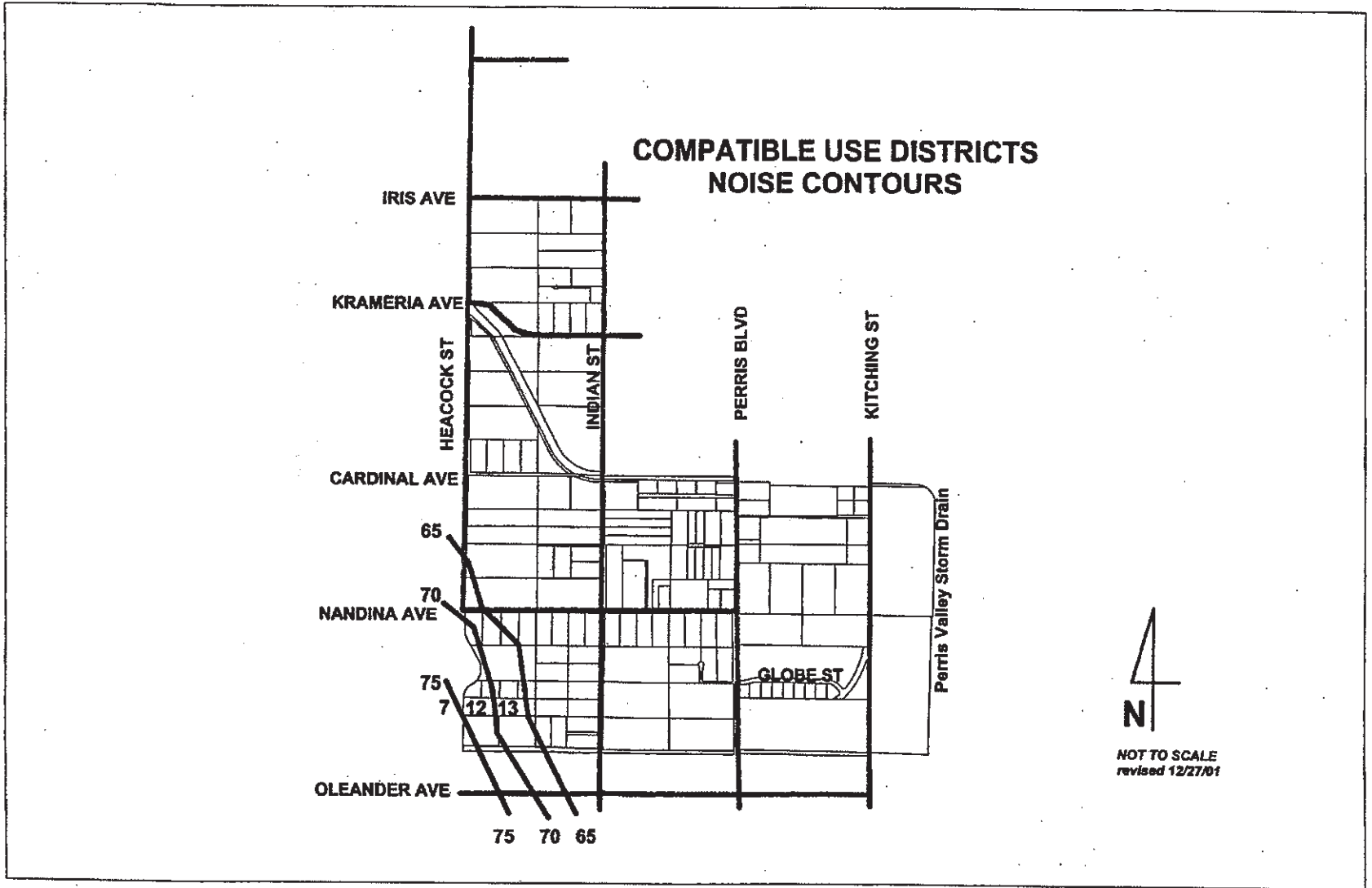


Exhibit A

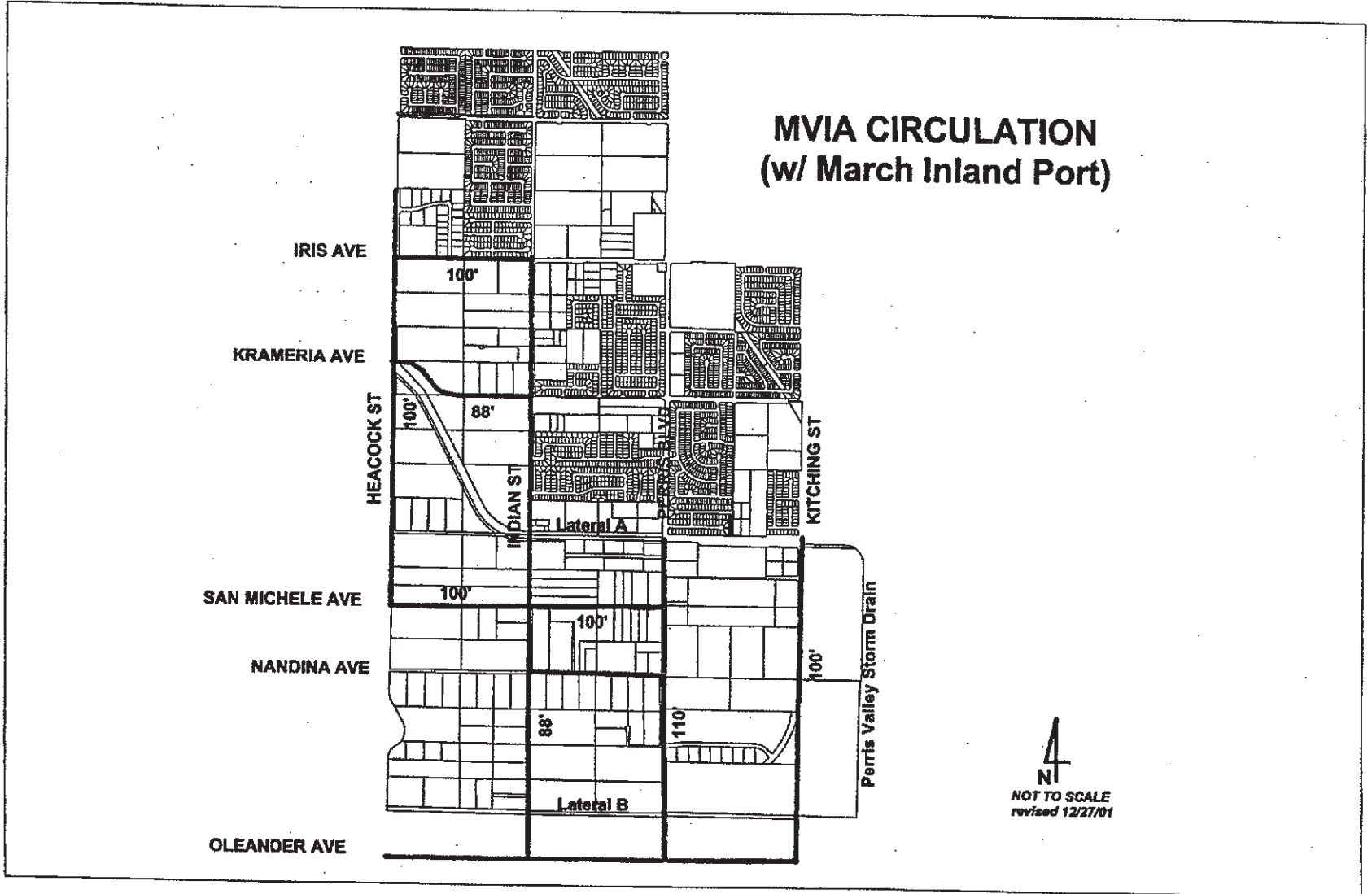


Exhibit B

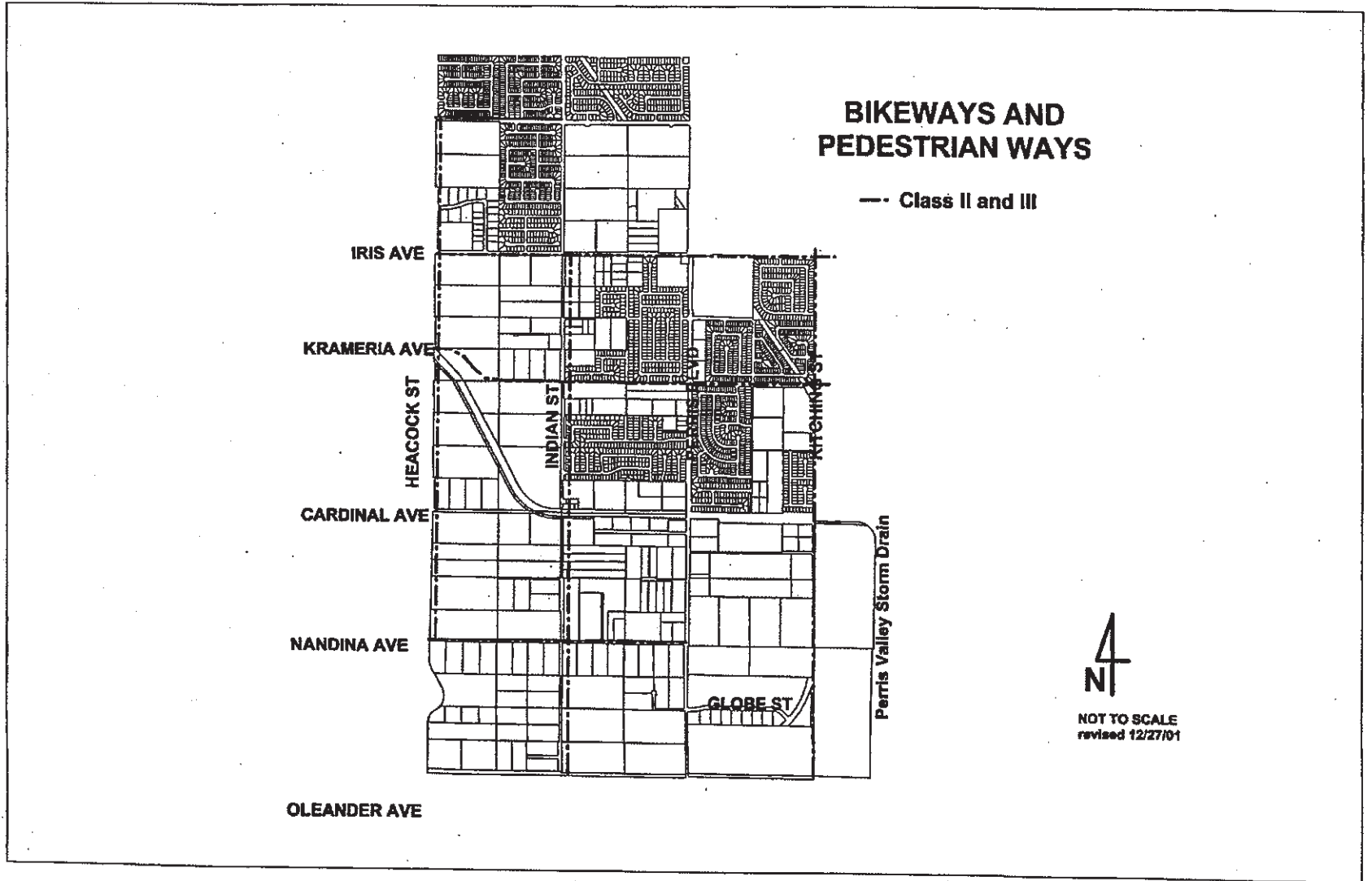
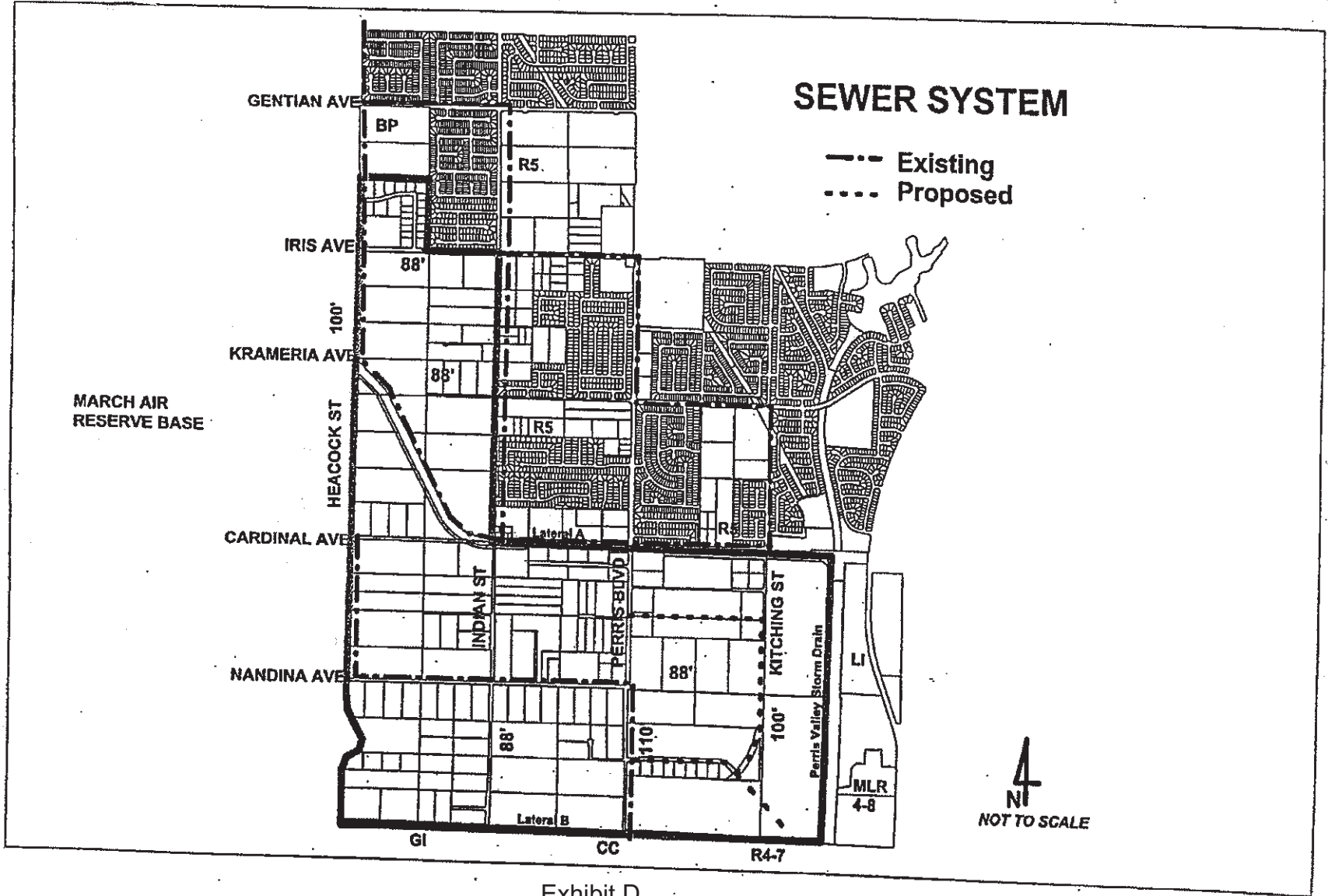


Exhibit C



RESOLUTION NO. 2010-91

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, RESCINDING RESOLUTION NO. 2009-45, THEREBY DISAPPROVING THE PLOT PLAN APPLICATIONS PA07-0152, PA07-0153, PA07-0154, PA07-0155 AND PA07-0156 AND TENTATIVE PARCEL MAP 35879 (PA07-0151). THE PROJECT IS LOCATED AT THE SOUTHEAST CORNER OF IRIS AVENUE AND HEACOCK STREET.

WHEREAS, Western RealCo was the applicant for the Master Plot Plan (PA07-0152) and four plot plans (PA07-0153, 0154, 0155 and 0156) for the proposed development of a 66.9 acre industrial complex. The project site is located southeast of Iris Avenue and Heacock Street. A General Plan Amendment (PA08-0057) was processed concurrently along with a Specific Plan Amendment (P08-060) and Tentative Parcel Map 35879 (PA07-0151).

WHEREAS, a Mitigated Negative Declaration was prepared for the project, but has been required to be rescinded by Superior Court of California, County of Riverside, because of the inadequacy of the noise impacts during construction analysis; and

WHEREAS, all matters were fully discussed, with testimony and documentation presented by the public and any applicable governmental agencies.

NOW, THEREFORE, BE IT RESOLVED that based on the Superior Court of California, County of Riverside's mandate, and testimony considered at the City Council hearing regarding Tentative Parcel Map 35879 (PA07-0151), Master Plot Plan (PA07-0152) and four plot plans (PA07-0153, 0154, 0155 and 0156) and the above recitals incorporated herein by this reference, the City Council **HEREBY FINDS AND DETERMINES** that with respect to the above project:

- A. The repeal of the project is consistent with the goals, objectives, policies and programs of the General Plan, and will not result in any internal inconsistencies within the General Plan. This amendment does not conflict with the Land Use Policies of the General Plan in terms of land use types and intensity of development and will provide for development consistent and compatible with the General Plan and with adjacent related developments; and
- B. The repeal of the project approvals will not adversely affect the public health, safety or general welfare.

ATTACHMENT 3

BE IT FURTHER RESOLVED that the City Council **RESCINDS** Resolution 2009-45, thereby **RESCINDING** approval of PA07-0151, PA07-0152, PA07-0153, PA07-0154, PA07-0155 and PA07-0156.

APPROVED AND ADOPTED this 12th day of October 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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RECEIVED

AUG - 9 2010

CITY ATTORNEY'S OFFICE
CITY OF MORENO VALLEY

[Handwritten Signature]

RLH _____
SMB _____
JE _____

1 JOHNSON & SEDLACK
2 RAYMOND W. JOHNSON SBN 192708
3 ABIGAIL A. BROEDLING SBN 228087
4 KIMBERLY A. FOY SBN 259746
5 SARAH A. KREJCA SBN 265715
6 26785 Camino Seco
7 Temecula, CA 92590
8 Telephone: (951) 506-9925
9 Facsimile: (951) 506-9725
10 Email: EsqAICP@wildblue.net

Attorneys for Petitioner

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF RIVERSIDE

11 RESIDENTS FOR A LIVABLE MORENO)
12 VALLEY, an unincorporated association,)

13 Petitioner,)

14 vs.)

15 CITY OF MORENO VALLEY,)

16 Respondent,)

17 WESTERN REALCO, LLC)

18 Real Party in Interest,)

20 DOES 1 through 100, inclusive,)

21 Real Party in Interest.)
22)
23)
24)
25)
26)
27)
28)

CASE NO.: RIC 536464

ASSIGNED FOR ALL PURPOSES TO:

JUDGE: Hon. Gloria C. Trask

DEPARTMENT: 01

ACTION FILED: September 18, 2009

NOTICE OF ENTRY OF JUDGMENT

1 NOTICE IS HEREBY GIVEN that judgment in favor of Petitioner, RESIDENTS FOR
2 A LIVABLE MORENO VALLEY, was entered by the Court on August 3, 2010. A true and
3 correct copy of said judgment is attached hereto as Exhibit "1." A true and correct copy of the
4 Peremptory Writ of Mandate is attached hereto as Exhibit "2."
5

6
7 DATED: August 5, 2010

8 Respectfully submitted,
9 JOHNSON & SEDLACK

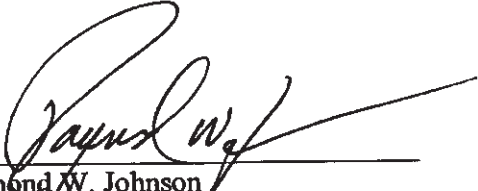
10
11 By: 
12 Raymond W. Johnson
13 Abigail A. Broedling
14 Kimberly A. Foy
15 Sarah A. Krejca
16 Attorneys for Petitioner
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EXHIBIT "1"

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EXHIBIT "1"

nfd

Riverside Superior Court
Date Received: 7/8/10

By Fax

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

AUG 03 2010

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

RESIDENTS FOR A LIVABLE MORENO VALLEY, an unincorporated association,

Petitioner,

vs.

CITY OF MORENO VALLEY,

Respondent,

WESTERN REALCO, LLC

Real Party in Interest,

DOES 1 through 100, inclusive,

Real Party in Interest.

) CASE NO.: RIC 536464
) ASSIGNED FOR ALL PURPOSES TO:
) JUDGE: Hon. Gloria C. Trask
) DEPARTMENT: 01
) ACTION FILED: September 18, 2009

) JUDGMENT GRANTING WRIT OF
) MANDATE [PROPOSED]

) (Code Civ. Proc. § 1094.5; Pub. Res. C. §
) 21000, *et seq.*)

) Hearing on Petition: May 7, 2010

-I-

JUDGMENT GRANTING WRIT OF MANDATE

1 On May 7, 2010, at 8:30 a.m., in Department 01 of the above-entitled court, the
2 Honorable Gloria C. Trask presiding, a hearing was held on the Petition for Writ of Mandate
3 filed by Petitioner Residents for A Livable Moreno Valley, challenging Respondent City of
4 Moreno Valley's approval of the March Business Center Project, its adoption of a Mitigated
5 Negative Declaration, and all related development approvals including General Plan
6 Amendment PA08-0057; Specific Plan Amendment P08-060; Plot Plan Applications PA07-
7 1052, PA07-0153, PA07-0154, PA07-0155 and PA07-0156; and Tentative Parcel Map 35879
8 (PA07-0151) (collectively "the Project").

9 Raymond W. Johnson and Kimberly Foy of Johnson & Sedlack appeared on behalf of
10 Petitioner Residents for A Livable Moreno Valley ("Petitioner"); Sean Sherlock and Joshua
11 Allison of Snell & Wilmer appeared on behalf of Real Party in Interest Western Realco, LLC;
12 and Suzanne Bryant appeared on behalf of Respondent City of Moreno Valley ("City").

13 After hearing the evidence, the arguments of counsel, and after considering all papers
14 filed with the Court, and the cause having been argued and submitted for decision,

15 **IT IS SO ORDERED, that:**

- 16 1. For the reasons set forth in the Court's June 22, 2010 Statement of Decision,
17 attached hereto as Exhibit "A" and incorporated by reference herein, judgment is
18 entered in favor of Petitioner Residents for a Livable Moreno Valley.
- 19 2. For the reasons set forth in Exhibit A hereto, let a Peremptory Writ of Mandate
20 issue requiring Respondent City of Moreno Valley to vacate all Project approvals
21 including its adoption of the Mitigated Negative Declaration and to proceed
22 consistent with this Court's Judgment in connection with any reconsideration or re-
23 approval of the Project.
- 24 3. The Court shall retain jurisdiction over the proceedings pursuant to Public
25 Resources Code section 21168.9, subsection (b). Nevertheless, the Court intends
26 this to be a final, appealable judgment. Under Public Resources Code section
27 21168.9, subsection (c), the Court does not direct the Respondent to exercise its
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lawful discretion in any particular way.

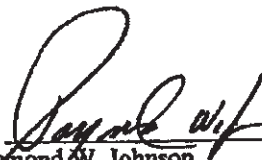
4. Respondent shall file and serve an initial return to the Peremptory Writ of Mandate pursuant to the Judgment no later than ninety (90) days after the date of the issuance of the Writ. The Return shall specify the action taken to comply with the terms of the Peremptory Writ of Mandate.

5. Petitioner Residents for a Livable Moreno Valley is hereby adjudged to be the prevailing party for purposes of seeking costs pursuant to Code of Civil Procedure sections 1021.5 and 1032, and the Court hereby retains jurisdiction to determine the amount of any award of attorney's fees and costs.

DATED: 7/29, 2010


Hon. Gloria C. Trask
Judge of the Superior Court

Submitted by:
JOHNSON & SEDLACK


By: 
Raymond W. Johnson
Abigail A. Broedling
Kimberly Foy
Attorneys for Petitioner

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Exhibit A

-4-
JUDGMENT GRANTING WRIT OF MANDATE

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

TITLE: RESIDENTS FOR A LIVABLE MORENO VALLEY v. CITY OF MORENO VALLEY	DATE & DEPT: June 22, 2010 Department 1	NUMBER: RIC536464
COUNSEL: None present	REPORTER: None FILED <small>SUPERIOR COURT OF CALIFORNIA COUNTY OF RIVERSIDE</small>	
PROCEEDING: DECISION ON WRIT OF MANDATE		JUN 22 2010 

The Petition for Writ of Mandate by Residents for a Livable Moreno Valley was heard on May 7, 2010. The court took the petition under submission, and now rules as follows:

The Petition alleges that the City of Moreno Valley improperly adopted a mitigated negative declaration to approve the March Business Center Project. The project involves the construction of a 66.9 acre industrial and warehouse complex. Petitioner argues that the studies conducted in connection with the project support a fair argument that the project will have a significant effect on noise, traffic and traffic noise, air pollution and greenhouse gases. The court agrees that the record supports a fair argument that the project will have a significant effect on noise during construction, because the levels of noise in residential areas anticipated from construction activities will exceed the threshold of significance as established by the City's noise ordinance. The requirement that construction be performed only during daylight hours does not mitigate the noise so that it will not exceed that threshold of significance.

However, Petitioner has not shown that the project is likely to cause significant environmental effects on traffic, traffic noise, air pollution, greenhouse gases or the other matters raised in the petition. Petitioner's letter to the City Council did not discuss an increase in noise levels, so that Petitioner did not exhaust its administrative remedies as to that issue.

A mitigated negative declaration is not appropriate when the record supports a "fair argument" that the project will have significant environmental effects. *Silveira v. Las Gallinas Valley* (1997) 54 Cal.App.4th 980. The argument must be based on substantial evidence, which is defined as "enough relevant information and reasonable inferences from this information that a fair argument can be made to support a conclusion." *Id.* The determination whether a fair argument could be made for significant environmental impacts is a question of law and the agency's determination is not entitled to deference. *San Joaquin Raptor/Wildlife v. County of Stanislaus* (1996) 42 Cal.App.4th 608.

On the issue of noise, the record gives no indication that the project when completed will generate significant noise. However, the noise study itself acknowledges that noise levels during construction will exceed the maximum levels allowed by the City's noise ordinance in residential areas. Respondent argues that the City had previously studied construction noise in the Specific Plan EIR and when adopting the noise ordinance. However, the City did not follow the procedures required by the CEQA Guidelines to incorporate the analyses from those EIR's into the negative

G. C. TRASK _____ Judge

C. Andrews (MSQ), Clerk

1 of 2 Pages

DECISION ON WRIT OF MANDATE

mitigated declaration. If the agency intends to rely on information in a previous EIR it must generally make that intent clear and show that conditions are essentially the same as those previously studied in order to avoid further environmental review. Emmington v. Solano County Redevelopment (1987) 195 Cal.App.3d 491, 502.

On the issue of traffic, there is nothing in the traffic study indicating that this project, in and of itself, will cause any significant increase in traffic. The study concluded that the traffic will increase at several intersections with or without this project as a result of cumulative impacts. (AR 5099 to 5101). Recognizing the effect of the project on two intersections in particular (Heacock & Iris and Heacock & Krameria), the engineer recommended that the developer be required to install signals at the intersections. The City also required that one street be converted into a cul-de-sac so that traffic would be routed to less congested areas. (AR 4176-77).

The issue whether an EIR is required is not determined by cumulative analysis alone, but rather, must be based on the effect of the project itself. San Joaquin Raptor/Wildlife v. County of Stanislaus (1998) 42 Cal.App.4th 608. When a project will only contribute to a cumulative impact, payment of a traffic mitigation fee is appropriate mitigation. Save Our Peninsula v. Monterey County (2001) 87 Cal.App.4th 99. The analysis indicates that traffic and traffic noise will increase as a result of build out of the entire area rather with or without this project. Under the circumstances, requiring the developer to pay its share of traffic improvement costs for the entire area appears to be an inherently rational approach to the project's contribution to cumulative impact.

On the issues of air pollution and greenhouse gases, the Petition is based entirely on non-expert arguments as to the meaning and alleged inadequacies in the expert studies that do not constitute substantial evidence. Bowman v. City of Berkeley (2004) 122 Cal.App.4th 572, 583. Petitioner did not present the City Council with any expert analysis. The court specifically disregards Petitioner's argument that the City and/or Real Party "reverse engineered" its calculations to show that the project will not result in a significant environmental effect and manipulated trip lengths to come to the desired result. See, letter dated August 24, 2009 (AR 6141 to 6143). Petitioner submitted no evidence to substantiate these allegations.

The court finds that the negative mitigated declaration was not sufficient on the issue of noise during construction. The record does not support a fair argument that the project will have significant environmental effects on the other issues raised in the Petition. Petitioner is to prepare a formal order granting the writ on to the issue of construction noise.

Petitioner is to give notice.

Dated: June 22, 2010


Gloria Connor Trask
Judge of the Superior Court

G. C. TRASK, Judge

C. Andrews (MSO), Clerk

2 of 2 Pages

DECISION ON WRIT OF MANDATE

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE

www.riverside.courts.ca.gov

4100 Main Street, Riverside, CA 92501
4050 Main Street, Riverside, CA 92501
4175 Main Street, Riverside, CA 92501
30755-D Auld Road, #1226, Murrieta, CA 92563
880 N. State Street, Hemet, CA 92543
41002 County Center Dr. #100 Temecula, CA 92591
135 N. Alessandro Rd. Banning, CA 92220
505 S. Buena Vista Ave., Corona, CA 91720
13800 Heacock #D201, Moreno Valley, CA 92553

CERTIFICATE OF MAILING

RESIDENTS FOR A LIVABLE MORENO VALLEY

vs.

CASE NO. RIC536464

CITY OF MORENO VALLEY

TO: JOHNSON & SEDLACK
26785 CAMINO SECO
TEMECULA CA 92590

I certify that I am currently employed by the Superior Court of California, County of Riverside and I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the foregoing Notice on this date, by depositing said copy as stated above.

Dated: 06/22/10

Court Executive Officer/Clerk

by: CHARNECE L. ANDREWS, Deputy Clerk

PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of Riverside, State of California. I am over the age of 18 and not a party to the within action; my business address is 26785 Camino Seco, Temecula, CA, 92590.

On July 8, 2010, I served the foregoing document(s) described as:

JUDGMENT GRANTING WRIT OF MANDATE [PROPOSED]

on ALL INTERESTED PARTIES in this action by causing a true copy thereof to be delivered to the addresses set forth:

Robert L. Hansen, Esq.
Suzanne Bryant, Esq.
Office of the City Attorney
14177 Frederick Street
Moreno Valley, CA 92553
Telephone: (951) 413-3036
Facsimile: (951) 413-3034

Sean M. Sherlock, Esq.
Joshua A. Allison, Esq.
Snell & Wilmer, LLP
600 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626
Telephone: (714) 427-7000
Facsimile: (714) 427-7799
E-Mail: ssherlock@swlaw.com

X BY FACSIMILE TRANSMISSION: I served the above-referenced document on the above-stated address(es) by facsimile machine. The sending facsimile machine properly issued a transmission report, and the transmission reported as complete and without error.

X BY U.S. MAIL: The sealed envelope with postage thereon fully prepaid was placed for collection and mailing following ordinary business practices. I am aware that on motion of the party served, service is presumed invalid if the postage cancellation date or postage meter date on the envelope is more than one day after the date of deposit for mailing set forth in this declaration. I am readily familiar with Johnson & Sedlack practice for collection and processing of documents for mailing with the United States Postal Service and that the documents are deposited with the U. S. Postal Service the same day as day of collection in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 8, 2010 at Temecula, California.



Laurel McKee

EXHIBIT "2"

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EXHIBIT "2"

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF RIVERSIDE

RESIDENTS FOR A LIVABLE MORENO VALLEY, an unincorporated association,

Petitioner,

vs.

CITY OF MORENO VALLEY,

Respondent,

WESTERN REALCO, LLC

Real Party in Interest,

DOES 1 through 100, inclusive,

Real Party in Interest.

) CASE NO.: RIC 536464
) ASSIGNED FOR ALL PURPOSES TO:
) JUDGE: Hon. Gloria C. Trask
) DEPARTMENT: 01
) ACTION FILED: September 18, 2009

) PEREMPTORY WRIT OF MANDATE
) ~~PROPOSED~~

) (Public Resources Code § 21168.9)

) Hearing on Petition: May 7, 2010

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Judgment having been entered in this proceeding, ordering that a Peremptory Writ of Mandate be issued from this Court:

IT IS SO ORDERED, that:

1. Pursuant to the Judgment of this Court, Respondent City of Moreno Valley is directed to: set aside its approval of the March Business Center Project, including without limitation its adoption of a Mitigated Negative Declaration and all related development approvals including General Plan Amendment PA08-0057; Specific Plan Amendment P08-060; Plot Plan Applications PA07-1052, PA07-0153, PA07-0154, PA07-0155 and PA07-0156; and Tentative Parcel Map 35879 (PA07-0151) (collectively "the Project"). Respondent shall proceed consistent with this Court's Judgment in connection with any reconsideration or re-approval of the Project.
2. The Court shall retain jurisdiction over the proceedings pursuant to Public Resources Code section 21168.9, subsection (b).
3. Under Public Resources Code section 21168.9, subsection (c), the Court does not direct Respondent City of Moreno Valley to exercise its lawful discretion in any particular way.
4. Respondent City of Moreno Valley shall file an initial return to the Peremptory Writ of Mandate no later than ninety (90) days after the date of the issuance of the Peremptory Writ, which shall specify the actions taken to comply with the terms of the Writ.

DATED: Aug 3, 2010



CLERK OF THE SUPERIOR COURT



PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of Riverside, State of California. I am over the age of 18 and not a party to the within action; my business address is 26785 Camino Secco, Temecula, CA, 92590.

On July 8, 2010, I served the foregoing document(s) described as:

PEREMPTORY WRIT OF MANDATE [PROPOSED]

on ALL INTERESTED PARTIES in this action by causing a true copy thereof to be delivered to the addresses set forth:

Robert L. Hansen, Esq.
Suzanne Bryant, Esq.
Office of the City Attorney
14177 Frederick Street
Moreno Valley, CA 92553
Telephone: (951) 413-3036
Facsimile: (951) 413-3034

Sean M. Sherlock, Esq.
Joshua A. Allison, Esq.
Snell & Wilmer, LLP
600 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626
Telephone: (714) 427-7000
Facsimile: (714) 427-7799
E-Mail: ssherlock@swlaw.com

X BY FACSMILE TRANSMISSION: I served the above-referenced document on the above-stated address(es) by facsimile machine. The sending facsimile machine properly issued a transmission report, and the transmission reported as complete and without error.

X BY U.S. MAIL: The sealed envelope with postage thereon fully prepaid was placed for collection and mailing following ordinary business practices. I am aware that on motion of the party served, service is presumed invalid if the postage cancellation date or postage meter date on the envelope is more than one day after the date of deposit for mailing set forth in this declaration. I am readily familiar with Johnson & Sedlack practice for collection and processing of documents for mailing with the United States Postal Service and that the documents are deposited with the U. S. Postal Service the same day as day of collection in the ordinary course of business.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 8, 2010 at Temecula, California.



Laurel McKee

PROOF OF SERVICE AND CERTIFICATION

I am employed in the County of Riverside, State of California. I am over the age of 18 and not a party to the within action; my business address is 26785 Camino Seco, Temecula, CA, 92590.

On August 5, 2010, I served the foregoing document(s) described as:

NOTICE OF ENTRY OF JUDGMENT

on ALL INTERESTED PARTIES in this action by causing a true copy thereof to be delivered to the addresses set forth:

Robert L. Hansen, Esq.
Suzanne Bryant, Esq.
Office of the City Attorney
14177 Frederick Street
Moreno Valley, CA 92553
Telephone: (951) 413-3036
Facsimile: (951) 413-3034

Sean M. Sherlock, Esq.
Joshua A. Allison, Esq.
Snell & Wilmer, LLP
600 Anton Boulevard, Suite 1400
Costa Mesa, CA 92626
Telephone: (714) 427-7000
Facsimile: (714) 427-7799
E-Mail: ssherlock@swlaw.com

X BY FACSIMILE TRANSMISSION: I served the above-referenced document on the above-stated address(es) by facsimile machine. The sending facsimile machine properly issued a transmission report, and the transmission reported as complete and without error.

X BY U.S. MAIL: The sealed envelope with postage thereon fully prepaid was placed for collection and mailing following ordinary business practices. I am aware that on motion of the party served, service is presumed invalid if the postage cancellation date or postage meter date on the envelope is more than one day after the date of deposit for mailing set forth in this declaration. I am readily familiar with Johnson & Sedlack practice for collection and processing of documents for mailing with the United States Postal Service and that the documents are deposited with the U. S. Postal Service the same day as day of collection in the ordinary course of business.

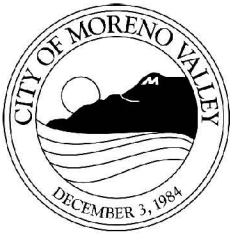
I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on August 5, 2010 at Temecula, California.

Laurel McKee

CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

- a. Council Member Richard A. Stewart
report on March Joint Powers
Commission (MJPC)**

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

Report to City Council

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

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

AGENDA DATE: October 12, 2010

TITLE: ALTERNATIVES FOR THE COMMUNITY SERVICES DISTRICT (CSD) ZONE B (RESIDENTIAL STREET LIGHTING) PROGRAM

RECOMMENDED ACTION

Staff recommends that the Mayor and City Council acting in their capacity as President and Members of the Board of Directors of the Moreno Valley CSD ("CSD Board") provide direction to staff on the alternatives to be implemented for the CSD Zone B (Residential Street Lighting) program.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

The CSD was formed simultaneously with the City's incorporation and zones of benefit were established, such as the CSD Zone C (Arterial Street Lighting) and Zone B (Residential Street Lighting) programs, to allocate the program costs to those parcels receiving benefit from the services provided by the CSD. Parcel charges have historically funded the costs for approximately 2,500 arterial and 8,600 residential streetlights along City maintained streets.

In recent years the California Public Utilities Commission (CPUC) has approved multiple rate increases that utility providers may charge for street lighting services. Utility providers have passed these increases on to the rate payers, causing an increase in costs by more than 47% since 2006. These increased electrical utility costs alone exceed the annual revenues for both the CSD Zone C (Arterial Street Lighting) and

Zone B (residential Street Lighting) programs. Existing Zone C fund balances are projected to meet the increased arterial streetlight cost through FY 2010/11.

To continue to provide the same level of CSD Zone B (Residential Street Lighting) services, a Proposition 218 mail ballot proceeding was conducted in June of 2009. The mail ballot provided property owners participating in the Zone B program an opportunity to either approve or oppose an increase in their Zone B charge from \$23 or \$24 per parcel, per year to \$39 per parcel, per year. The proposed charge would have been subject to future inflation adjustments based on the greater of the percentage change calculated for the previous calendar year in the Los Angeles-Riverside-Orange County Regional Electrical Price Index, as published by the Department of Labor's Bureau of Labor Statistics, or 5%. Of the approximately 40,000 ballots mailed to property owners, 6,359 ballots (16%) were returned, with 4,076 (64%) ballots marked as not approving, 2,025 (32%) ballots marked as approving, and 258 (4%) ballots returned as invalid. A simple majority (50% + 1) is required to approve an increase. Based on the results of the mail ballot proceeding, the proposed increase in the Zone B charge was not approved.

Without an approved increase to the Zone B charge, the residential streetlight program was underfunded for FY 2009/10. At the February 23, 2010 CSD Board meeting, the CSD Board authorized a loan of approximately \$198,000 from the Special Districts Administration Fund 149 to meet street lighting costs through FY 2009/10, with the loan repayment to occur from future Zone B parcel charges. Based on the low percentage of returned ballots, the CSD Board also provided direction to rebalot property owners for the proposed increase to the Zone B charge. As part of the rebalot process, a public outreach campaign was to be conducted with the goal of increasing awareness and the number of returned ballots.

A rebalot of Zone B, based on the same proposed increase from June 2009, was conducted in September 2010 as a Proposition 218 mail ballot proceeding. Of the 40,090 ballots mailed to property owners, 8,970 ballots (22%) were returned, with 4,649 (52%) ballots marked as not approving, 3,790 (42%) ballots marked as approving, and 531 (6%) ballots returned as invalid. Based on the results of the mail ballot proceeding, the proposed increase in the Zone B charge was not approved.

DISCUSSION

For fiscal year (FY) 2010/11, the Zone B projected revenues are approximately \$1,046,700, while expenses are estimated to be \$1,688,400, creating an approximate \$641,700 shortfall. This shortfall does not include any repayment for the FY 2009/10 loan from Fund 149. Future annual shortfalls shall also be incurred at approximately the same amount plus any additional increases approved as part of the 2009 General Rate Case or any later tariff increases as approved by the CPUC. The General Rate Case applications are typically submitted by Southern California Edison (SCE) every three years to the CPUC, with the next application to occur for 2012.

Given the projected annual shortfalls, staff has reviewed several options including those undertaken by other cities in addressing similar funding deficiencies for street lighting services. Staff has met with representatives from SCE, Moreno Valley Utilities (MVU),

and the City's Transportation Division in an effort to evaluate alternatives to reduce expenditures and address the Zone B program funding shortfall.

Following the announcement of the results of the mail ballot proceeding at the September 21, 2010 Special Meeting, staff was directed to bring this matter back before the CSD Board for further discussion. The following provides an update to the information presented to the CSD Board at the November 17, 2009, Study Session.

ALTERNATIVES

Prior to implementation of any of the following alternatives, which may modify the existing streetlight services, each street should be evaluated for particular situations or conditions that would render street lighting necessary. Any modification to the existing streetlights may require prior legal and technical review and may also result in amendments to the existing City standards. Implementation of any alternative or portion thereof may require significant time and coordination with the utility providers, which may impact the actual timing and amount of any proposed savings.

Staff asks the CSD Board to review and provide direction on the following alternatives to address the CSD Zone B (Residential Street Lighting) program. Certain alternatives are proposed to meet the current FY 2010/11 deficiency, while other alternatives may meet both the current and a portion of future FY deficiencies. The proposed alternatives do not address any future utility cost increases.

1. Remove Streetlights (47%)

Turning off and/or removing 47% of the streetlights (approximately 4,068) shall reduce street lighting service to coincide with the current level of available funding for FY 2010/11. It is anticipated that removal of streetlights may result in additional costs associated with turning off and/or removing streetlight facilities and reconfiguring existing electrical lines. Depending on the extent of the removal costs and future utility rates, additional streetlight removals in subsequent years may be necessary. *This alternative will reduce current service levels to match current funding. This alternative may require significant time and costs to identify specific streetlights to be removed. This alternative does not address future shortfalls due to increased utility rates.*

No. of Poles Effected	FY 2010/11 Shortfall	Estimated One-Time Costs *	Estimated Annual Savings **
4,068	(\$641,700)	(\$623,000)	\$654,000

* Represents the estimated minimum amount. The actual cost will be determined by the utility providers at the time of removal.

** Only a portion of these savings may be seen during FY 2010/11 due to the timing for implementation. Excludes any future rate increases.

2. Temporarily Turning Off All Residential Streetlights

Temporarily turning off residential streetlights will save on the cost of electrical energy, which represents only 21% of the Zone B program cost. However, while they are turned off, this option will not reduce the streetlight lease, maintenance, or administration costs, which constitute approximately 79% of the program cost. There is also a one-time cost associated with turning off streetlights, which is approximately \$362,000. Per SCE, streetlights may only be off for a period of up to six months. After that time, they must either be turned on or removed. Turning streetlights back on will result in additional costs, which are estimated to be in excess of \$393,000. *This alternative will temporarily reduce current service levels. Service levels will continue to exceed the current funding by approximately \$295,000. This alternative does not address future shortfalls due to increased utility rates.*

No. of Poles Effected	FY 2010/11 Shortfall	Estimated One-Time Costs	Estimated Annual Savings **
8,657	(\$641,700)	(\$755,000)	\$348,000

** Only a portion of these savings may be seen during FY 2010/11 due to the timing for implementation. Excludes any future rate increases.

3. Reduce Hours of Residential Streetlight Operations

Reducing streetlight hours from an all night service to a midnight service shall also save on the cost of electrical energy, which again represents only 21% of the Zone B program cost. However, this option will not reduce the streetlight lease, maintenance, or administration costs, which constitute the majority of the Zone B program cost. Additionally, there are costs associated with reducing the hours of streetlight service. Each streetlight will need to be fitted with a timer, which will be set to turn the streetlight off at midnight. The costs to retrofit streetlights with timers are estimated in excess of \$548,000. *This alternative will reduce current service levels. Service levels will continue to exceed the current funding by approximately \$506,000. This alternative does not address future shortfalls due to increased utility rates.*

No. of Poles Effected	FY 2010/11 Shortfall	Estimated One-Time Costs	Estimated Annual Savings **
8,657	(\$641,700)	(\$548,000)	\$136,000

** Only a portion of these savings may be seen during FY 2010/11 due to the timing for implementation. Excludes any future rate increases.

4. Reduce Streetlight Wattage

Reducing the streetlight wattage will also only save on the cost of electrical energy. Additionally, there are costs associated with converting the lamps from the current wattage to a lower wattage, which is estimated to cost in excess of \$2.5 million. *This alternative will reduce current service levels. Service levels will continue to exceed the current funding by approximately \$472,000. This alternative does not address future shortfalls due to increased utility rates.*

No. of Poles Effected	FY 2010/11 Shortfall	Estimated One-Time Costs	Estimated Annual Savings **
8,657	(\$641,700)	(\$2,539,000)	\$170,000

** Only a portion of these savings may be seen during FY 2010/11 due to the timing for implementation. Excludes any future rate increases.

5. New Technology (LED)

Converting residential streetlights from High Pressure Sodium Vapor (HPSV) to LED may also provide savings on the cost of electrical energy. However, there are costs associated with converting HPSV streetlights to LED streetlights. These costs are estimated in excess of \$4.3 million for lamp conversion. Additionally, the CPUC has not approved an LED tariff rate for SCE for the streetlights installed within the City. *This alternative will reduce current service levels by approximately \$472,000. This alternative does not address future shortfalls due to increased utility rates.*

No. of Poles Effected	FY 2010/11 Shortfall	Estimated One-Time Costs	Estimated Annual Savings **
8,657	(\$641,700)	(\$4,329,000)	\$170,000

** Only a portion of these savings may be seen during FY 2010/11 due to the timing for implementation. Excludes any future rate increases.

6. General Fund Subsidy

Although it is legal for the City's General Fund to subsidize the Zone B program to make up the difference between the revenues and costs on an annual basis; staff believes this option is unadvisable. For property related charges, Proposition 218 does not allow agencies to levy nor collect more than the amount approved by property owners. A General Fund subsidy to fund the known shortfalls may allow residential street lighting services to remain unchanged. However, the General Fund budget has been balanced through the use of one-time funds and recent employee compensation and benefit concessions, with a significant structural deficit remaining. As such, General Fund monies may be limited and may not be able to support additional costs associated with street lighting services, especially on a long term basis. Under this alternative, the General Fund would need to subsidize the Zone B program by approximately \$641,700 for FY 2010/11. Future year

Zone B shortfalls would require additional subsidies as projected in Attachment B – Financial Projections. Any subsidy from the General Fund will impact the overall staffing and programs/services of the City. A subsidy of approximately \$641,700 for FY 2010/11 is the equivalent of eliminating at least three police officer positions, or more than seven General Fund supported positions, or any combination thereof, with the impact increasing in future years. *This alternative would retain streetlight services at the current level.*

7. Do Nothing

If the additional revenues are not identified to continue funding the streetlights, then the CSD will not be able to continue to pay the utility bills for streetlight services. Also, if no alternatives are identified to reduce the ongoing Zone B program cost or any subsidies are identified to address the current shortfall, then the Zone B program may not be able to continue providing streetlight services after January 31, 2011. At the request of the CSD, the current utility contracts for streetlight services may be cancelled with 60 days advance notice provided. Since SCE requires inactive street lights to be removed, there will be additional charges for removal. MVU streetlights may be turned off, but remain in place. Prior to implementation of this alternative, the CSD may seek advice from legal counsel to assist in the process. The Zone B charge would continue to be collected in future FYs until all financial obligations of the zone have been paid off. *This alternative will eliminate streetlight service.*

No. of Poles Effectuated	FY 2010/11 Shortfall	Estimated One-Time Costs *	Estimated Annual Savings **
8,657	(\$641,700)	(\$1,327,000)	\$1,615,000

* Represents the estimated minimum amount to either remove or turn off streetlights. The actual cost will be determined by the utility providers at the time of removal or termination of service.

** Excludes any future rate increases.

FISCAL IMPACT

The CSD provides services through various zones, such as CSD Zone B (Residential Street Lighting), which are full-cost recovery programs. The cost to fund streetlight operations exceeds the current CSD Zone B (Residential Street Lighting) charges collected. **The collection of the Zone B annual charge is restricted for residential street lighting services and administration of the CSD Zone B (Residential Street Lighting) program. Currently, there is no fiscal impact on the General Fund for the operation of the Zone B program. However, depending upon the alternatives considered by the CSD Board, the General Fund could be impacted for an authorized amount to address any current or future shortfalls.**

Alternatives	No. of Poles Effectuated	FY 2010/11 Shortfall	Estimated One-Time Costs *	Estimated Annual Savings **
1 – 47% Reduction	4,068	(\$641,700)	(\$623,000)	\$654,000

Alternatives	No. of Poles Effected	FY 2010/11 Shortfall	Estimated One-Time Costs *	Estimated Annual Savings **
2 – Temp. Turn Off	8,657	(\$641,700)	(\$755,000)	\$348,000
3 – Reduce Hours	8,657	(\$641,700)	(\$548,000)	\$136,000
4 – Reduce Wattage	8,657	(\$641,700)	(\$2,539,000)	\$170,000
5 – LED	8,657	(\$641,700)	(\$4,329,000)	\$170,000
6 – General Fund	8,657	(\$641,700)	\$0	\$0
7 – Do Nothing	8,657	(\$641,700)	(\$1,327,000)	\$1,615,200

* Represents the estimated minimum amount. The actual cost will be determined by the utility providers at the time of removal.

** Only a portion of these savings may be seen during FY 2010/11 due to the timing for implementation. Excludes any future rate increases.

CITY COUNCIL GOALS

Revenue Diversification and Preservation

The CSD Zone B (Residential Street Lighting) program is a full cost recovery program that funds residential streetlight services.

Public Facilities and Capital Projects

Streetlights aid in the illumination of roadway and sidewalk areas.

SUMMARY

The costs to operate the CSD Zone B (Residential Street Lighting) program will exceed funds received by \$641,700 for FY 2010/11 and will continue to do so unless a long term solution is identified. Several alternatives and the estimated cost to implement these alternatives have been provided for consideration.

NOTIFICATION

N/A

ATTACHMENTS

Attachment A – PowerPoint Presentation of Alternatives and Estimated Costs

Attachment B – Estimated Financial Projections

Prepared By:
Marshall Eyerman
Special Districts Program Manager

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

Concurred By:
Candace Cassel,
Special Districts Division Manager

Council Action	
Approved as requested:	Referred to:
Approved as amended:	For:

Denied:	Continued until:
Other:	Hearing set for:



**Moreno Valley
Community Service District**

CSD Zone B (Residential Street Lighting)

October 12, 2010



Overview

- CSD Zone B
- Ballot Results
- Policy
- Options to Reduce Costs
 - Pole Lease/Maintenance Costs
 - Electrical Energy (kWh) Costs
- Options to Increase Revenues

CSD Zone B

- Citywide
 - Located on public streets in **residential neighborhoods**
- Streetlights
 - City owned and maintained – 973 or approx. 11%
 - SCE owned and maintained – 7,684 or approx. 89%
- Age of Facilities
 - SCE
 - Approx. 6,500 - 10+ years old
 - Approx. 1,184 - Less than 10 years old
 - MVU
 - All less than 10 years old
- Current Development Standards
 - 150 ft +/- 20 ft

CSD Zone B Costs Analysis

FY 2010/11 Budget

MVU Utility Bills

Pole/Electrical Energy (kWh) \$ 157,072

SCE Utility Bills

Electrical Energy (kWh) \$ 308,532

Pole Lease/Maintenance 925,596

Total Utility Bills \$ 1,391,200 82.4%

Public Outreach/Reballot * \$ 73,000 4.3%

Administration 224,194 13.3%

Total \$ 1,688,394 100.0%

* Public outreach represents approximately \$40,000 of the total cost.

CSD Zone B Operating Budget

Estimated Beginning Fund Balance June 30, 2010 (unaudited) \$ -

Revenues:

Property Tax	\$ 116,100
Advanced Energy Fees	700
Zone B Parcel Charge	929,900
Investment Interest Income	-
Other Fees	-

Total Revenues \$ 1,046,700

Expenses:

Utility Bills (Pole/Energy)	\$ (1,391,200)
Public Outreach/Reballot *	(73,000)
Other/Admin	(224,194)

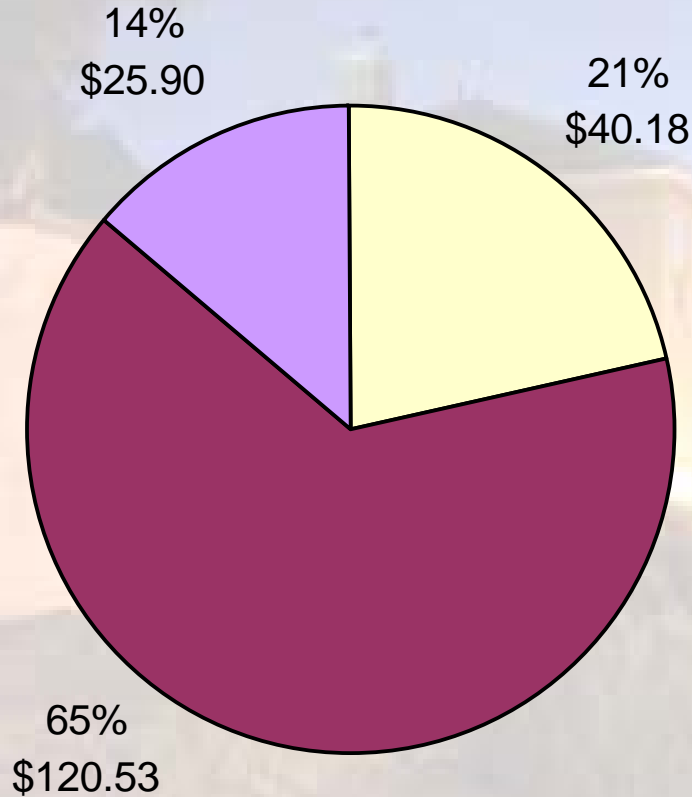
Total Expenditures \$ (1,688,394)

Over/(Under) \$ (641,694)

Estimated Ending Fund Balance June 30, 2011 \$ (641,694)

* Public outreach represents approximately \$40,000 of the total cost.

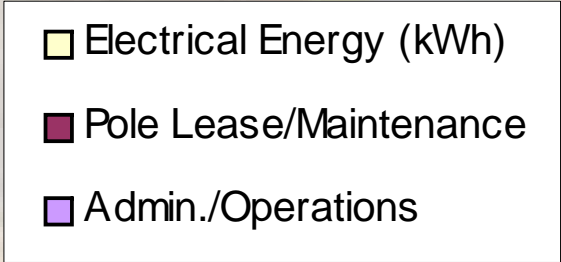
Annual Costs Breakout Per Pole



FY 2010/11 Annual Cost per Pole

Pole/Admin	\$146.43
Electrical Energy	<u>\$ 40.18</u>
Total	\$186.61

* Excludes outreach/reballot costs



CSD Zone B Ballot Results

■ Overall

- 40,090 Parcels Balloted
- 8,970 Ballots Returned (22%)
- Ballot Results – Opposed:

% Yes

42%

% No

52%

% Invalid

6%



CSD Zone B Policy

- Zone B (Residential Street Lighting) & Zone C (Arterial Street Lighting) Policy
 - “...reduce service levels consistent with available funding.”
 - Modify streetlight standards if service is reduced

Option 1: Remove Streetlights (47%)

- Remove Streetlights to Current Funding Level:
 - MVU – 457 City owned streetlights turned off
 - \$25 per pole/\$11,433 total cost
 - SCE – 556 streetlight poles removed
 - Poles in the ground less than 10 years
 - \$1,100 per pole/\$611,600 total cost
 - SCE – 3,055 streetlight poles removed
 - Poles in the ground more than 10 years
 - Rewire costs to be determined by SCE
 - **Estimated minimum cost \$623,033**
 - **Estimated savings \$653,818**

Option 2: Temporarily Turn Off (100%)

- Turn Off Streetlights
 - SCE \$44 per pole/\$338,096 system wide cost
 - MVU \$25 per pole/\$24,325 system wide cost
- Turn On Streetlights
 - SCE \$48 per pole/\$368,823 system wide cost
 - MVU \$25 per pole/\$24,325 system wide cost
- According to SCE contract, pole lease/maintenance costs (\$120.53 per pole/per year) remain while streetlights turned off
- **Estimated minimum cost \$755,578**
Estimated Savings \$347,838

Option 3: Reduce Operating Hours

- Reduce Streetlight Hours to Midnight Service
 - Cost to convert sensor to timer
 - SCE \$65 per pole/\$499,460 system wide cost
 - MVU \$50 per pole/\$48,650 system wide cost
 - Energy savings up to \$16 per pole annually
 - Payback period 3-4 years
- **Estimated minimum cost \$548,110**
- **Estimated savings \$135,742**



Option 4: Reduce Wattage

- Reduce Streetlight Wattage
 - Costs to convert lamps
 - SCE \$300 per pole/\$2,305,200 system wide cost
 - MVU \$240 per pole/\$233,520 system wide cost
 - Energy savings up to \$20 per pole annually
 - Payback period 12-15 years
- **Estimated minimum cost \$2,538,720**
- **Estimated savings \$169,677**

Option 5: New Technology

- Convert to LED
 - Availability of technology
 - California Public Utilities Commission has not approved tariff
 - Conversion costs \$500+ per pole/\$4,328,500 system wide
 - Energy savings up to \$20 per pole annually
 - Payback period minimum 25 years
- **Estimated minimum cost \$4,328,500**
Estimated savings \$169,677

Option 6: General Fund

- General Fund Subsidy
 - FY 2010/11 – up to approximately \$641,700
 - Future years subsidy anticipated to increase based on changes to tariff
 - Due to the City's current financial situation, any subsidy would take away from other public services
- **Estimated minimum cost \$641,700**
 - Amount does not include any future year subsidies

Estimated Financial Projections

Based on FY 2010/11 Budget without any modifications

Zone B	Estimate 2011/12	Estimate 2012/13	Estimate 2013/14	Estimate 2014/15	Estimate 2015/16
Beginning Fund Balance	\$ (641,694)	\$ (1,275,623)	\$ (1,981,282)	\$ (2,762,221)	\$ (3,622,320)
Total Revenues ⁽¹⁾	\$ 1,055,509	\$ 1,061,390	\$ 1,067,465	\$ 1,073,588	\$ 1,079,907
Total Expenditures ^(2,3)	\$ (1,689,438)	\$ (1,767,049)	\$ (1,848,404)	\$ (1,933,687)	\$ (2,023,091)
Annual Surplus/(Shortfall)	\$ (633,929)	\$ (705,659)	\$ (780,939)	\$ (860,099)	\$ (943,184)
Ending Fund Balance	\$ (1,275,623)	\$ (1,981,282)	\$ (2,762,221)	\$ (3,622,320)	\$ (4,565,504)
Outstanding Loan to Fund 149 ⁽⁴⁾	\$ (98,921)	\$ (103,867)	\$ (109,060)	\$ (114,513)	\$ (120,239)

(1) Assumes no additional increases to the charges except any previously approved a CPI, which is estimated at 2% per year.

(2) Utility cost are estimated to increase at 5% per year. Administration cost are estimated to increase at 2% per year.

(3) Fiscal year 2010/11 includes a one time expense of \$73,000 for public outreach and mail ballot costs.

(4) Assumes a loan interest rate of 5%.

Option 7: Do Nothing

- No availability of:
 - Increased property charges
 - Decreased service levels
 - Subsidies
- Reduce service levels consistent with available funding
 - Funding only available through Jan. 31, 2010
 - Eliminate streetlight services
 - **All streetlights either removed or turned off**
 - Future charges collected to pay any outstanding utility bills and cost to remove or turn off streetlights
- **Estimated minimum cost \$1,326,725**
Estimated savings \$1,615,394

Summary of Options

Alternatives	No. of Poles	Minimum Estimated One Time Costs	Total FY 2010/11 Costs (1)	Estimated Annual Savings (2)
1. Reduce Service 47%	4,068	\$ (623,033)	\$ (1,264,733)	\$ 653,818
2. Temp. Turn Off (3)	8,657	\$ (755,578)	\$ (1,397,278)	\$ 347,838
3. Reduce Hours	8,657	\$ (548,110)	\$ (1,189,810)	\$ 135,742
4. Reduce Wattage	8,657	\$ (2,538,720)	\$ (3,180,420)	\$ 169,677
5. New Technology	8,657	\$ (4,328,500)	\$ (4,970,200)	\$ 169,677
6. General Fund		\$ (641,700)	\$ (641,700)	\$ -
7. Do Nothing	8,657	\$ (1,326,725)	\$ (1,968,425)	\$ 1,615,394

1. Includes the FY 2010/11 shortfall of \$641,700.
2. Estimated Annual Savings may not appear in the same fiscal year where expenses are incurred.
3. Per SCE, streetlights may be temporarily turned off for a period up to six months.

Questions and Answers

**CSD Zone B
Estimated Financial Projections**

Zone B	Proj Actual 2009/10	Budget 2010/11	Estimate 2011/12	Estimate 2012/13	Estimate 2013/14	Estimate 2014/15	Estimate 2015/16
Beginning Fund Balance	380,097.65	-	\$ (641,694)	\$ (1,275,623)	\$ (1,981,282)	\$ (2,762,221)	\$ (3,622,320)
Total Revenues ⁽¹⁾	1,124,964.76	1,046,700.00	\$ 1,055,509	\$ 1,061,390	\$ 1,067,465	\$ 1,073,588	\$ 1,079,907
Total Expenditures ^(2,3)	(1,505,062.41)	(1,688,394.00)	\$ (1,689,438)	\$ (1,767,049)	\$ (1,848,404)	\$ (1,933,687)	\$ (2,023,091)
Annual Surplus/(Shortfall)	(380,097.65)	(641,694.00)	\$ (633,929)	\$ (705,659)	\$ (780,939)	\$ (860,099)	\$ (943,184)
Ending Fund Balance	-	(641,694.00)	\$ (1,275,623)	\$ (1,981,282)	\$ (2,762,221)	\$ (3,622,320)	\$ (4,565,504)
Outstanding Loan to Fund 149 ⁽⁴⁾	89,724.28	94,210.49	\$ (98,921)	\$ (103,867)	\$ (109,060)	\$ (114,513)	\$ (120,239)

(1) Assumes no additional increases to the charges except any previously approved a CPI, which is estimated at 2% per year.

(2) Utility cost are estimated to increase at 5% per year. Administration cost are estimated to increase at 2% per year.

(3) Fiscal year 2010/11 includes a one time expense of \$73,000 for public outreach and mail ballot costs.

(4) Assumes a loan interest rate of 5%.

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CITY MANAGER'S REPORT

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

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