

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

May 25, 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
May 25, 2010

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Proclamation Recognizing University of California Riverside (UCR) Women's Basketball Team
2. Proclamation Recognizing Veterans Appreciation Month – May 2010
3. Proclamation Recognizing National Public Works Week - Above, Below and All Around You
4. Proclamation Recognizing Mental Health Month – May 2010
5. Recognition of Vista Heights Middle School – California State History Day Winners
6. "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
MAY 25, 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 - Reverend Joven Junio, St. Christopher Catholic Church

ROLL CALL

INTRODUCTIONS

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

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

JOINT CONSENT CALENDARS (SECTIONS A-D)

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

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 Items withdrawn for report or discussion will be heard after public hearing items.

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF MAY 11, 2010 (Report of: City Clerk)

Recommendation:

Approve as submitted.

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

Recommendation:

Receive and file the Reports on Reimbursable Activities for the period of May 5-18, 2010.

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

Recommendation:

Adopt Resolution No. 2010-34, approving the Check Register for the month of March, 2010 in the amount of \$67,977,881.05.

Resolution No. 2010-34

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

A.5 APPROVAL OF AMENDMENT NO.1 TO AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TOTAL MAXIMUM DAILY LOAD (TMDL) TASK FORCE (Report of: Public Works Department)

Recommendation:

1. Approve Amendment No. 1 to Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force approved as to form by the City Attorney
2. Authorize the Mayor to execute Amendment No. 1 to Agreement
3. Authorize the Public Works Director/City Engineer to execute future amendments to the Agreement

4. Direct the City Clerk to attest to the Mayor's signature and transmit the executed Amendment No. 1 to Agreement to the Santa Ana Watershed Project Authority

A.6 APPROVE AND AUTHORIZE CONSTRUCTION COOPERATIVE AGREEMENT WITH THE STATE OF CALIFORNIA FOR THE SR-60/NASON STREET OVERCROSSING - PROJECT NO. 07-41570024 (Report of: Public Works Department)

Recommendation:

1. Approve the "Construction Cooperative Agreement (District Agreement No. 08-1463)" with the State of California for the construction phase of the SR-60/Nason Street Overcrossing project;
2. Authorize the City Manager to execute the "Construction Cooperative Agreement (District Agreement No. 08-1463)" with the State of California; and
3. Authorize the City Manager and Public Works Director/City Engineer to execute any future amendments to the "Construction Cooperative Agreement (District Agreement No. 08-1463)," if needed, subject to the approval of the City Attorney.

A.7 NOTICE OF COMPLETION AND ACCEPTANCE OF TRAFFIC SIGNAL, STREET AND STORM DRAIN IMPROVEMENTS FOR STATE ROUTE 60 EASTBOUND RAMPS AND REDLANDS BOULEVARD - PROJECT NO. 06-12566625 (Report of: Public Works Department)

Recommendation:

1. Accept the work as complete for Traffic Signal, Street and Storm Drain Improvements for State Route 60 Eastbound Ramps and Redlands Boulevard, which was constructed by Murrieta Development Company, Inc., 42540 Rio Nedo Road, Temecula, CA 92590;
2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code;
3. Authorize the Financial and Administrative Services Director to release the retention to Murrieta Development Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project; and
4. Accept the improvements into the City's maintained road system.

A.8 PA04-0016 – RESIDENTIAL - ACCEPT AGREEMENT AND IRREVOCABLE LETTERS OF CREDIT FOR PUBLIC IMPROVEMENTS, SOUTHEAST CORNER OF PIGEON PASS ROAD AND SUNNYMEAD RANCH PARKWAY - DEVELOPER: PIGEON PASS, LLC, UPLAND, CA 91786 (Report of: Public Works Department)

Recommendation:

1. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for PA04-0016;
2. Authorize the Mayor to execute the agreement;
3. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation; and
4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

A.9 RECEIPT OF QUARTERLY INVESTMENT REPORT - QUARTER ENDED MARCH 31, 2010 (Report of: Financial & Administrative Services Department)

Recommendation:

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

A.10 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE PROJECT NO. 02-89266920 (ALSO LISTED AS ITEM C. 3) (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879, the lowest responsible bidder;
2. Authorize the City Manager to execute the contract with Hillcrest Contracting, Inc., and to subsequently assign said contract to the Community Redevelopment Agency;
3. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest

Contracting, Inc. up to, but not exceeding, the contingency amount of \$249,470.71, subject to the approval of the City Attorney;

4. Authorize a full road closure of Day Street from Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements from June 2010 to December 2010; and
5. Authorize the Public Works Director/City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

A.11 APPROVE AND EXECUTE THE AGREEMENT FOR CONVEYANCE OF PROPERTY FOR THE ACQUISITION OF APN 475-272-054 FOR THE IRONWOOD AVENUE WIDENING PROJECT FROM HEACOCK STREET TO PERRIS BOULEVARD - PROJECT NO. 06-50182625-2 (Report of: Public Works Department)

Recommendation:

1. Approve the Agreement for Conveyance of Property for the acquisition of APN 475-272-054 for the Ironwood Avenue Widening Project from Heacock Street to Perris Boulevard;
2. Authorize a Purchase Order in the amount of \$124,500 plus escrow fees when the Agreement has been signed by all parties (Account No. 415.70227);
3. Authorize the City Manager to execute the Agreement upon concurrence by the property owners and authorize the City Manager to approve any changes, subject to the approval of the City Attorney; and
4. Authorize the Financial and Administrative Services Director to wire transfer funds into escrow in the amount of the acquisition price of \$124,500 plus the escrow fees for the acquisition of APN 475-272-054.

A.12 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2010 PAVEMENT RESURFACING PROJECT - PROJECT NO. 10-12556330 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the 2010 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder;

2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc.;
3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of \$1,304,600.00 (bid amount \$1,186,000.00 plus 10% contingency of \$118,600.00) when the contract has been signed by all parties (Account Nos. 225.68722 and 226.79728); and
4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of \$118,600.00.

A.13 RESOLUTION TO JOIN ICLEI AS A FULL MEMBER AND PLEDGE TO TAKE A LEADERSHIP ROLE IN PROMOTING PUBLIC AWARENESS ABOUT THE CAUSES AND IMPACTS OF CLIMATE CHANGE (CONTINUED FROM MAY 11, 2010) (Report of: Community Development Department)

Recommendation:

Approve Resolution No. 2010-30, thereby agreeing to join (ICLEI) Local Governments for Sustainability and pursue efforts to address goals and objectives of ICLEI

Resolution No. 2010-30

A Resolution of the City Council of the City of Moreno Valley, California, to join ICLEI as a Full Member and Pledge to take a Leadership Role in Promoting Public Awareness about the Causes and Impacts of Climate Change

A.14 CONSIDERATION AND APPROVAL OF SETTLEMENT AGREEMENT IN ENCO UTILITY SERVICES MORENO VALLEY, LLC, V. CITY OF MORENO VALLEY - CASE NO. RIC478023 (CONTINUED FROM MAY 11, 2010) (Report of: City Attorney)

Recommendation:

Review and approve the Settlement Agreement in ENCO Utility Services Moreno Valley, LLC v. City of Moreno Valley, Case No. RIC478023 (Attachment 1), and authorize the Mayor to sign the agreement in behalf of the City.

A.15 REVISED RESOLUTIONS FOR TWO APPLICATIONS TO MODIFY VARIOUS CONDITIONS OF APPROVAL (P09-038 AND P09-039) FOR THE APPROVED HIGHLAND FAIRVIEW CORPORATE PARK PROJECT TENTATIVE PARCEL MAP NO. 35629 (PA07-0090) AND PLOT PLAN

(PA07-0091) INCLUDING THE MODIFICATION OF HIGHWAY 60 LANDSCAPE REQUIREMENTS, THE TIMING AND RESPONSIBILITY FOR AN EASEMENT AND CONSTRUCTION OF A REQUIRED MULTI-USE TRAIL ALONG THE PROJECT FRONTAGE AND FUTURE EUCALYPTUS AVENUE AND VARIOUS PUBLIC WORKS CONDITIONS RELATED TO THE DEDICATION AND IMPROVEMENT OF PUBLIC IMPROVEMENTS. THE PROJECT SITE IS LOCATED ADJACENT TO AND SOUTH OF HIGHWAY 60 ALONG FUTURE EUCALYPTUS AVENUE (FIR AVENUE) BETWEEN REDLANDS BOULEVARD AND THEODORE STREET. THE APPLICANT IS HIGHLAND FAIRVIEW PROPERTIES (CONTINUED FROM MAY 11, 2010) (Report of: Community Development Department)

Recommendation:

1. Approve revised Resolution No. 2010-35 for various modifications (PA09-0038) to approved conditions of approval for PA07-0090 (Tentative Parcel Map No. 35629) for the placement of landscape within the future Highway 60/Caltrans right of way area, deferral of timing for multi-use trail improvements to Phase 3 and minor changes related to the dedication and construction of public improvements, with findings included within the resolution and modified conditions of approval attached as Exhibits A and B to the resolution; and

Resolution No. 2010-35

A Resolution of the City Council of the City of Moreno Valley, California recommending approval of modifications of various Conditions of Approval (P09-038) for PA07-0090 (Tentative Parcel Map No. 35629) generally located north of future Eucalyptus Avenue (Fir Avenue) adjacent to and south of Highway 60 between Redlands Boulevard and Theodore Street

2. Approve revised Resolution No. 2010-36 for various modifications (PA09-0039) to approved conditions of approval for PA07-0091 (Plot Plan) for the placement of an erosion control hydroseed landscape mix within the future Highway 60/Caltrans right of way area, deferral of timing for multi-use trail improvements to Phase 3 and minor changes related to the dedication and construction of public improvements, with findings included within the resolution and modified conditions of approval attached as Exhibits A and B to the resolution.

Resolution No. 2010-36

A Resolution of the City Council of the City of Moreno Valley, California approving various modification of project Conditions of

Approval (P09-039) For PA07-0091 (Plot Plan) generally located north of future Eucalyptus Avenue (Fir Avenue) adjacent to and south of Highway 60 between Redlands Boulevard and Theodore Street

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 MAY 11, 2010 (Report of: City Clerk)

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 MAY 11, 2010 (Report of: City Clerk)

Recommendation:

Approve as submitted.

C.3 AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE PROJECT NO. 02-89266920 (ALSO LISTED AS ITEM A.10) (Report of: Public Works Department)

Recommendation:

1. That the Community Redevelopment Agency accept the assignment of the contract with Hillcrest Contracting, 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 Hillcrest Contracting, Inc. in the amount of \$1,912,608.76 (\$1,663,138.05 for the bid amount plus 15% contingency) for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724).

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 MAY 11, 2010 (Report of: City Clerk)

Recommendation:
Approve as submitted.

E. PUBLIC HEARINGS

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

E.1 PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2010-11 (CONTINUED FROM MAY 11, 2010) (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year (FY) 2010-11; and
2. Adopt Resolution No. 2010-23, approving the Fee Schedule for FY 2010-11.

Resolution No. 2010-23

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

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) Mayor Pro Tem Robin N. Hastings report on Western Riverside Council of Governments (WRCOG) (Continued from May 11, 2010)

b) Council Member Richard A. Stewart report on March Joint Powers Commission (MJPC) (Continued from May 11, 2010)

- G.2 REPORT TO CONSIDER PUBLIC COMMENTS REGARDING THE MORENO VALLEY COMMUNITY SERVICES DISTRICT PROPOSED FISCAL YEAR 2010/11 ANNUAL CHARGES (Report of: Public Works Department)

Recommendation: That the City Council:

Acting in their capacities as President and Members of the Board of Directors of the CSD (“CSD Board”), accept public comments regarding the proposed fiscal year (FY) 2010/11 annual CSD charges. The proposed charges shall provide funding of maintenance services for parks, recreation, residential street lighting, arterial street lighting, parkway landscaping, high-service-level parkway landscaping, internal parkway landscaping/walls, medians, and Sunnymead Boulevard improvements, as submitted in the Preliminary Annual Levy Report on file in the office of the City Clerk.

- G.3 REPORT TO CONSIDER PUBLIC COMMENTS REGARDING THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REGULATORY RATE SCHEDULE FOR NEW RESIDENTIAL AND COMMON INTEREST, COMMERCIAL, INDUSTRIAL AND QUASI-PUBLIC USE DEVELOPMENT PROPOSED FISCAL YEAR 2010/2011 ANNUAL RATES (Report of: Public Works Department)

Recommendation: That the City Council:

Hold a public meeting to accept public comments regarding the “NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development” proposed Fiscal Year 2010/2011 annual rates.

- G.4 CONTINUED DISCUSSION OF FISCAL YEAR 2010-11 OPERATING BUDGET AND DEFICIT REDUCTION PLAN (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Continue discussion of the Fiscal Year 2010-11 Operating Budget and Deficit Reduction Plan; and
2. Provide direction to staff regarding the Deficit Reduction Options to be implemented in order to balance the Fiscal Year 2010-11 Operating Budget.

- G.5 PARTICIPATION AGREEMENT WITH MOSS BROS. AUTOGROUP (Report of: Economic Development Department)

Recommendation: That the RDA:

Adopt Resolution RDA No. 2010-02, approving and authorizing a Participation Agreement with Moss Bros. Autogroup.

Resolution RDA No. 2010-02

A Resolution of the Community Redevelopment Agency of the City of Moreno Valley, California adopting Resolution RDA No. 2010-02, approving and authorizing a Participation Agreement with Moss Bros. Autogroup

- G.6 FY 2010-11 PROPOSED CAPITAL IMPROVEMENT PLAN REVIEW (CONTINUED FROM MAY 11, 2010) (Report of: Public Works Department)

Recommendation: That the City Council:

Review and discuss the FY 2010-11 Proposed Capital Improvement Plan (CIP) and provide concurrence with the proposed priorities or direction for new priorities for implementation of capital projects.

- G.7 A PROPOSED AMENDMENT TO CHAPTER 12.14, POLICE AND CITY OF MORENO VALLEY ROTATIONAL TOW SERVICE OF THE MORENO VALLEY MUNICIPAL CODE AND REQUEST FOR PROPOSALS FOR THE IMPLEMENTATION OF A CITYWIDE ROTATIONAL TOW SERVICE PROGRAM (Report of: City Manager's Office)

Recommendation: That the City Council:

1. Introduce Ordinance No. 812 amending Chapter 12.14, Police and City of Moreno Valley Rotational Tow Service of Title 12 of the Moreno Valley Municipal Code; and

Ordinance No. 812

An Ordinance of the City Council of the City of Moreno Valley, California Amending Title 12 of the City of Moreno Valley Municipal Code by Repealing Chapter 12.14 Relating to Rotational Towing Services for the City of Moreno Valley and Adding Thereto a New Chapter 12.14 Entitled Police and City of Moreno Valley Rotational Tow Service

2. Approve the Request for Proposals (RFP) to solicit proposal to participate in the City's Rotational Tow Service Program and authorize City Staff to circulate the RFP to qualified tow operators and businesses.
- G.8 PROPOSED RANCHO BELAGO SIGN PROGRAM (AKA "RANCHO BELAGO COMMUNITY SIGNAGE DESIGN SUBMITTAL) (CONTINUED FROM MAY 11, 2010) (Report of: Community Development Department)

Recommendation: That the City Council:

1. Consider the Rancho Belago Sign Program and take action as

deemed appropriate; and

Resolution No. 2010-33

A Resolution of the City Council of the City of Moreno Valley,
California, Adopting the Rancho Belago Sign Program

2. Consider appropriating \$85,000 from the General Fund—Account Number 00010.66010—toward the manufacture, installation, or maintenance of signs included in the Rancho Belago Sign Program and take action as necessary.

G.9 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 54957.6 - LABOR NEGOTIATIONS

a) Agency Representative: William Bopf
Employee Organization: MVCEA

b) Agency Representative: William Bopf
Employee Organization: MVMA

c) Agency Representative: William Bopf
Employee Organization: Moreno Valley Confidential
Management Employees

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
May 11, 2010

CALL TO ORDER

SPECIAL PRESENTATIONS

1. Employee of the Quarter - Paul Early, Deputy City Attorney III
2. Officer of the Quarter - Officer Kevin Couch
3. Officer of the Year - Officer Kent Eckenrode
4. "Spotlight on Moreno Valley Business"

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

**REGULAR MEETING – 6:30 PM
May 11, 2010**

CALL TO ORDER

Joint Meeting of the City Council of the City of Moreno Valley, Moreno Valley Community Services District, the Community Redevelopment Agency of the City of Moreno Valley and the Board of Library Trustees was called to order at 6:30 p.m. by Mayor Flickinger in the Council Chamber located at 14177 Frederick Street.

PLEDGE OF ALLEGIANCE – The Pledge of Allegiance was led by Mayor Flickinger

INVOCATION - Council Richard Stewart

ROLL CALL

Council:

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

Staff:

Jane Halstead	City Clerk
Ewa Lopez	Deputy City Clerk
Steve Elam	Interim Financial & Admin. Director
Robert Hansen	City Attorney
William Bopf	Interim City Manager
Rick Hartmann	Interim Assistant City Manager
Cheryl Evans	Lieutenant Admin.
Abdul Ahmad	Battalion Chief
Chris Vogt	Public Works Director/City Engineer
Kyle Kollar	Interim Community Development Director
Barry Foster	Economic Development Director
John Ruiz	Interim Human Resources Director
Paula Smus	Acting Principal Librarian
Mike McCarty	Parks & Community Services Director

MINUTES
May 11, 2010

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

- G.4 ORDINANCE NO. 811, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, AMENDING CHAPTER 11.04 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE, RELATING TO DRINKING IN PUBLIC AND TRESPASSING OFFENSES AND AMENDING SECTION 6.04.080 RELATING TO NOTICE OF NUISANCE VIOLATIONS (Report of: City Attorney)

Recommendation: That the City Council:

Introduce Ordinance No. 811, an ordinance amending Chapter 11.04 to add new sections relating to drinking in public and trespassing and amending Section 6.04.080 relating to notice of nuisance violations.

Ordinance No. 811

An Ordinance of the City Council of the City of Moreno Valley, California, Amending Chapter 11.04 of the City of Moreno Valley Municipal Code, Relating to Drinking in Public and Trespassing Offenses and Amending Section 6.04.080 Relating to Notice of Nuisance Violations

Motion to Continue Item G4 to a date uncertain by m/Council Member Richard A. Stewart, s/Council Member William H. Batey II
Approved by a vote of 5-0.

Motion to waive the attorney-client privilege for the “Legal Advice Regarding Trademark Issues Pertaining to the Rancho Belago Sign Program,” thus making it a public document (pertaining to Item G5) by Council Member Richard A. Stewart, s/ Council Member William H. Batey II
Approved by a vote of 5-0.

Mayor Flickinger opened the agenda items for the Consent Calendars for public comments, which were received from Pete Bleckert (Item A10), and Deanna Reeder (Item A10; e-mails issue - Item D2).

MINUTES
May 11, 2010

A. CONSENT CALENDAR-CITY COUNCIL

A.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

A.2 MINUTES - REGULAR MEETING OF APRIL 27, 2010 (Report of: City Clerk)

Recommendation:
Approve as submitted.

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

Recommendation:
Receive and file the Reports on Reimbursable Activities for the period of April 21 - May 4, 2010.

A.4 TRACT MAP 32142 - CONDOMINIUM PROJECT - REDUCE FAITHFUL PERFORMANCE BOND AND ADOPT THE RESOLUTION AUTHORIZING ACCEPTANCE OF THE PUBLIC IMPROVEMENTS AS COMPLETE AND ACCEPTING THE PORTIONS OF LASSELLE STREET AND AVENIDA DE CIRCO ASSOCIATED WITH THE PROJECT INTO THE CITY'S MAINTAINED STREET SYSTEM - DEVELOPER: EMPIRE LAND, LLC, ONTARIO, CA 91764 (Report of: Public Works Department)

Recommendation:

1. Adopt Resolution No. 2010-28 authorizing the acceptance of the public improvements within Tract Map 32142 as complete and accepting the portions of Lasselle Street and Avenida de Circo associated with the project into the City's maintained street system; and

Resolution No. 2010-28

A Resolution of the City Council of the City of Moreno Valley, California, Authorizing the Acceptance of the Public Improvements as Complete within Tract Map 32142 and Accepting the Portions of Lasselle Street and Avenida De Circo Associated with the Project into the City's Maintained Street System

2. Authorize the City Engineer to execute the 90% reduction to the Faithful Performance Bond, exonerate the Material and Labor

MINUTES
May 11, 2010

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

- A.5 APPROVE AND ADOPT RESOLUTION NO. 2010-29 ELECTING TO HEAR FUTURE RESOLUTIONS OF NECESSITY FOR THE STATE ROUTE 60/NASON STREET OVERCROSSING IMPROVEMENTS PROJECT (NASON BRIDGE PROJECT) AND DESIGNATION OF THE CITY'S SPECIAL EMINENT DOMAIN COUNSEL TO PROCESS RESOLUTION OF NECESSITY PACKAGES FOR THE PROJECT - PROJECT NO. 07-41570024 (Report of: Public Works Department)

Recommendation:

1. Approve and adopt the proposed Resolution Electing to Hear Future Resolutions of Necessity for the State Route 60/Nason Street Overcrossing Improvements Project and Designation of the City's Special Eminent Domain Counsel to Process Resolution of Necessity Packages for the Project; and

Resolution No. 2010-29

A Resolution of the City Council of the City of Moreno Valley Electing to Hear Future Resolutions of Necessity for the State Route 60/Nason Street Overcrossing Improvements Project and Designation of the City's Special Eminent Domain Counsel to Process Resolution of Necessity Packages for the Project

2. Authorize and direct the Public Works Director/City Engineer to deliver the resolution together with other required information and documents with respect to the City's Special Eminent Domain Counsel and to provide other related materials to Caltrans as required.

- A.6 AUTHORIZE A CHANGE ORDER TO INCREASE PURCHASE ORDER WITH OVERLAND PACIFIC & CUTLER FOR SR-60/NASON STREET INTERCHANGE IMPROVEMENTS PROJECT -- PROJECT NO. 98-25897 (Report of: Public Works Department)

Recommendation:

1. Authorize a Change Order to increase the Purchase Order with Overland Pacific & Cutler (OPC) in the amount of \$50,400 for additional right-of-way support services for SR-60/Nason Street Interchange Improvements project (Account No. 125.89720); and

MINUTES
May 11, 2010

2. Authorize the City Manager to execute an amendment to the Professional Consultant Services Agreement with OPC extending the agreement expiration date to May 30, 2012, subject to City Attorney review and approval.

A.7 NOTICE OF COMPLETION AND ACCEPTANCE OF CITYWIDE BRIDGE MAINTENANCE PROGRAM - PROJECT NO. 09-22679828 (Report of: Public Works Department)

Recommendation:

1. Accept the work as complete for the Citywide Bridge Maintenance Program, constructed by Peterson-Chase General Engineering Construction, Inc. (Peterson-Chase), 1792 Kaiser Avenue, Irvine, CA 92614-5706;
2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code;
3. Authorize the Financial and Administrative Services Director to release the retention to Peterson-Chase, thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project; and
4. Accept the improvements into the City's maintained road system.

A.9 AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE STREET IMPROVEMENT PROGRAM FOR CONSTRUCTION OF PARTIDA DRIVE, CARILLO COURT, AND KIMBERLY AVENUE - PROJECT NO. 08-12585523 (Report of: Public Works Department)

Recommendation:

1. Award the construction contract for the Street Improvement Program (SIP) for construction of Partida Drive, Carillo Court, and Kimberly Avenue to C & C Grading & Paving, Inc., 28373 Felix Valdez, Suite A-1, Temecula, CA 92593, the lowest responsible bidder;
2. Authorize the City Manager to execute a contract with C & C Grading & Paving, Inc.;
3. Authorize the issuance of a Purchase Order to C & C Grading & Paving, Inc. for a total amount of \$223,863.49 (\$194,663.90 base bid amount plus 15% contingency) when the contract has

MINUTES
May 11, 2010

been signed by all parties; and

4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with C & C Grading & Paving, Inc., up to but not to exceed the Purchase Order's total contingency of \$29,199.59, subject to the approval of the City Attorney.

- A.10 ENCO UTILITY SERVICES MORENO VALLEY, LLC, VS. CITY OF MORENO VALLEY - APPROVAL OF SETTLEMENT AGREEMENT (PROVIDED UNDER SEPARATE COVER) (Report of: City Attorney)

Recommendation:

Approve as submitted.

Item continued to the next City Council meeting

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 APRIL 27, 2010 (Report of: City Clerk)

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 APRIL 27, 2010 (Report of: City Clerk)

Recommendation:

Approve as submitted.

D. CONSENT CALENDAR - BOARD OF LIBRARY TRUSTEES

- D.1 ORDINANCES - READING BY TITLE ONLY

Recommendation: Waive reading of all Ordinances.

- D.2 MINUTES - REGULAR MEETING OF APRIL 27, 2010 (Report of: City Clerk)

MINUTES
May 11, 2010

Recommendation:
Approve as submitted.

Motion to continue Item A10 to the next City Council Meeting by Council Member Jesse L. Molina, s/Council Member Richard A. Stewart
Approved by a vote of 5-0.

Motion to Approve Joint Consent Calendar Items A1 – D2, except Item A8 and Item A10 which were pulled for a separate vote, by m/Council Member William H. Batey II, s/Mayor Pro Tem Robin N. Hastings
Approved by a vote of 5-0.

E. PUBLIC HEARINGS

E.1 PUBLIC HEARING TO ADOPT THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) AND HOME INVESTMENT PARTNERSHIP (HOME) PROGRAM ANNUAL ACTION PLAN FOR FISCAL YEAR 2010/11 (Report of: Economic Development Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing for the Community Development Block Grant (CDBG) and HOME Investment Partnership (HOME) Program to provide the public with an opportunity to comment on the proposed 2010/11 Annual Action Plan; and
2. Approve the proposed 2010/11 Annual Action Plan.

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

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

E.2 A PUBLIC HEARING FOR TWO APPLICATIONS TO MODIFY VARIOUS CONDITIONS OF APPROVAL (P09-038 AND P09-039) FOR THE APPROVED HIGHLAND FAIRVIEW CORPORATE PARK PROJECT TENTATIVE PARCEL MAP NO. 35629 (PA07-0090) AND PLOT PLAN (PA07-0091) INCLUDING THE MODIFICATION OF HIGHWAY 60 LANDSCAPE REQUIREMENTS, THE TIMING AND RESPONSIBILITY FOR AN EASEMENT AND CONSTRUCTION OF A REQUIRED MULTI-USE TRAIL ALONG THE PROJECT FRONTAGE AND FUTURE

MINUTES
May 11, 2010

EUCALYPTUS AVENUE AND VARIOUS PUBLIC WORKS CONDITIONS RELATED TO THE DEDICATION AND IMPROVEMENT OF PUBLIC IMPROVEMENTS. THE PROJECT SITE IS LOCATED ADJACENT TO AND SOUTH OF HIGHWAY 60 ALONG FUTURE EUCALYPTUS AVENUE (FIR AVENUE) BETWEEN REDLANDS BOULEVARD AND THEODORE STREET. THE APPLICANT IS HIGHLAND FAIRVIEW PROPERTIES. (Report of: Community Development Department)

Recommendation: That the City Council:

1. RECOGNIZE that pursuant to California Environmental Quality Act (CEQA) Guidelines, the proposed modification of project conditions of approval are within the scope of the originally approved project Environmental Impact Report (EIR) as required within Section 15161, "Project EIR", and either the preparation of a subsequent EIR or addendum to the original environmental document would not be required subject to Sections 15162 or 15164 of the CEQA Guidelines;

2. APPROVE Resolution Nos. 2010-31 and 2010-32 for various modifications (PA09-0038 and PA09-0039) to approved conditions of approval for PA07-0090 (Tentative Parcel Map No. 35629) and PA07-0091 (Plot Plan) for placement of landscape within the future Highway 60/Caltrans right of way area, and changes related to the dedication and construction of public improvements, with findings included within the resolutions and modified conditions of approval attached as Exhibits A and B to the resolutions; and

Resolution No. 2010-31

A Resolution of the City Council of the City of Moreno Valley, California Recommending Approval of Modifications of various Conditions of Approval (P09-038) for PA07-0090 (Tentative Parcel Map No. 35629) generally located North of future Eucalyptus Avenue (Fir Avenue) adjacent to and South of Highway 60 between Redlands Boulevard and Theodore Street

Resolution No. 2010-32

A Resolution of the City Council of the City of Moreno Valley, California Approving Various Modification of project Conditions of Approval (P09-039) for PA07-0091 (Plot Plan) generally located North of future Eucalyptus Avenue (Fir Avenue) adjacent to and South of Highway 60 between Redlands Boulevard and Theodore Street

MINUTES
May 11, 2010

3. RECOMMEND that if the General Plan required and approved multi-use trail is modified in location, the item would be referred to the Planning Commission for review and consideration of a General Plan Amendment (PA09-0013) and possible modifications to the approved Environmental Impact Report (EIR).

The presentation was given by an applicant Iddo Benzeevi.

Mayor Flickinger opened the public testimony portion of the public hearing. Public testimony was received from Deanna Reeder (opposes DIF fee; supports modifying COA), Raul Wilson (against trails), Louise Palomarez (against trails), Nina Ramos Hiers (supports trails), Radene Ramos Hiers (supports trails), Kim Nelson (for denying request to modify the conditions; for trails), Marcelo Co (for jobs; against trails), Pete Bleckert (against horse trails), Daryl Terrell (for Fairview proposal), and Sam Martinez (for jobs).

**Recess;
Reconvened**

Motion to convert the existing landscaping to hydro seeding wildflowers by Council Member Richard A. Stewart, s/Council Member Jesse L. Molina
Approved by a vote of 5-0.

Motion not to change the conditions for trails, leave them as it is, by Mayor Bonnie Flickinger, s/Mayor Pro Tem Robin N. Hastings
Motion failed by a vote of 2-3, Council Member William H. Batey II, Council Member L. Molina and Council Member Richard A. Stewart opposed.

Council Member Richard A. Stewart made the following motion regarding building a trail, s/Mayor Bonnie Flickinger: accept the full irrevocable dedication; the construction shall be done by Mr. Benzeevi, but it will be deferred until the completion of the certificate of occupancy for Phase III;

Council Member Richard A. Stewart amended the motion adding that the developer be relieved from this condition (building a trail) if the trail is eliminated from the frontage of this project (relocate off his property)

Council Member Richard A. Stewart withdrew his previous motion.
Mayor Flickinger withdrew the second.

Council Member Richard A. Stewart made the following motion, s/Mayor Bonnie Flickinger:
That the final map will show an irrevocable offer of dedication for the

MINUTES
May 11, 2010

trail along the entire frontage of the project, for all 3 phases, and that this condition, the construction, completion and dedication of the completed trail be deferred until occupancy of Phase III (that way the conditions remain worded the same; just construction and completion of the entire trail will be deferred until Phase III, but the final map will show the irrevocable offer of dedication of the right-of-way)
Approved by a vote of 5-0.

Mayor Bonnie Flickinger made a motion to amend revising a DIF policy to create the open-ended time element.
Mayor Bonnie Flickinger amended the motion to leave the condition in place as is; Motion failed for lack of a second.

Motion to continue the decision on the DIF issue giving staff and Mr. Benzeevi opportunity to conduct research and analysis by Mayor Bonnie Flickinger, s/Council Member William H. Batey II
Approved by a vote of 5-0.

Motion to bring back draft resolutions on motions made at the meeting for the City Council approval by Council Member Richard A. Steward, s/Mayor Pro Tem Hastings
Approved by a vote of 5-0.

Motion to continue the meeting past 11 p.m. by Council Member William H. Batey II, s/Mayor Pro Tem Hastings
Approve by a vote of 5-0.

Council's direction to staff: televise May 18, 2010 Study Session (because of budget)

AGENDA ORDER

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

Raul Wilson

- 1) Spanish interpreter
- 2) Independent audit

Deanna Reeder

- 1) Encouraged voting

MINUTES
May 11, 2010

Valerie Yowell

- 1) Standards for the rest of development of tract on Nason and Eucalyptus

Marcelo Co

- 1) Impressed with the decision regarding Item E2; Concerned with time in bringing businesses in
- 2) Attracting businesses and jobs to the City

Louise Palomarez

- 1) Public comments
- 2) Spending tax money

Librada Murillo

- 1) Priorities for allocating/spending money

Emil Dragovich Jr.

- 1) DUI checkpoints
- 2) Expressed appreciation for the City Council members

Tom Jerele Sr. (speaking on behalf of himself and Sundance Center)

- 1) Acknowledged persons involved in Sunnymead Blvd. improvements
- 2) Sign modification
- 3) Trails issue
- 4) Acknowledged residents contributing to the betterment of the community

Pete Bleckert

- 1) Proposition 16 & balloting electrical rates

Radene Ramos Hiers

- 1) Deviation from the General Plan
- 2) Developers coming to the community
- 3) Recreational trails
- 4) Invited residents to joint the rally on Day Street on June 19, 5-6 p.m. to encourage people to spend tax dollars in the City of Moreno Valley

Motion to continue all remaining items to the next Council Meeting by Council Member William H. Batey II, s/Mayor Pro Tem Hastings Approved by a 5-0 vote.

- E.3 PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2010-11 (CONTINUED FROM APRIL 27, 2010) (Report of: Financial & Administrative Services Department)

Recommendation: That the City Council:

1. Conduct a Public Hearing to receive public input on the

MINUTES
May 11, 2010

proposed Fee Schedule for Fiscal Year (FY) 2010-11; and

2. Adopt Resolution No. 2010-23, approving the Fee Schedule for FY 2010-11.

Resolution No. 2010-23

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

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

- A.8 RESOLUTION TO JOIN ICLEI AS A FULL MEMBER AND PLEDGE TO TAKE A LEADERSHIP ROLE IN PROMOTING PUBLIC AWARENESS ABOUT THE CAUSES AND IMPACTS OF CLIMATE CHANGE (Report of: Community Development Department)

Recommendation:

Approve Resolution No. 2010-30, thereby agreeing to join (ICLEI) Local Governments for Sustainability and pursue efforts to address goals and objectives of ICLEI

Resolution No. 2010-30

A Resolution of the City Council of the City of Moreno Valley, California, to join ICLEI as a Full Member and Pledge to take a Leadership Role in Promoting Public Awareness about the Causes and Impacts of Climate Change

G. REPORTS

- G.1 CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES (Informational Oral Presentation - not for Council action)
 - a) Mayor Pro Tem Robin N. Hastings report on Western Riverside Council of Governments (WRCOG)
 - b) Council Member Richard A. Stewart report on March Joint Powers Commission (MJPC)
- G.2 FISCAL YEAR 2010-11 PRELIMINARY BASE OPERATING BUDGET AND DEFICIT REDUCTION PLAN (Report of: Financial & Administrative Services Department)

MINUTES
May 11, 2010

Recommendation: That the City Council:

Receive the Fiscal Year 2010-11 Preliminary Base Operating Budget and Deficit Reduction Plan to begin the deliberation process that will lead to budget adoption.

G.3 FY 2010-11 PROPOSED CAPITAL IMPROVEMENT PLAN REVIEW
(Report of: Public Works Department)

Recommendation: That the City Council:

Review and discuss the FY 2010-11 Proposed Capital Improvement Plan (CIP) and provide concurrence with the proposed priorities or direction for new priorities for implementation of capital projects.

G.5 PROPOSED RANCHO BELAGO SIGN PROGRAM (AKA "RANCHO BELAGO COMMUNITY SIGNAGE DESIGN SUBMITTAL) (CONTINUED FROM APRIL 27, 2010) (Report of: Community Development Department)

Recommendation: That the City Council:

1. Consider the Rancho Belago Sign Program and take action as deemed appropriate; and
2. Consider appropriating \$85,000 from the General Fund—Account Number 00010.66010—toward the manufacture, installation, or maintenance of signs included in the Rancho Belago Sign Program and take action as necessary.

G.6 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

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

MINUTES
May 11, 2010

CLOSED SESSION - canceled

ADJOURNMENT

There being no further business to conduct, the meeting was adjourned at 11:27 p.m. by unanimous informal consent.

Submitted by:

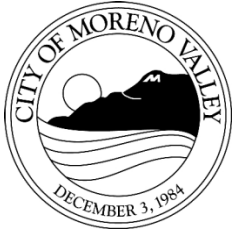
Jane Halstead, City Clerk, CMC
Secretary, Moreno Valley Community Services District
Secretary, Community Redevelopment Agency of the City of Moreno Valley
Secretary, Board of Library Trustees

Approved by:

Bonnie Flickinger
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: May 25, 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 May 5-18, 2010.

<i>Reports on Reimbursable Activities</i> May 5-18, 2010		
Council Member	Date	Meeting
William H. Batey II		None
Bonnie Flickinger	5/10/10	League of California Cities – Riverside County Division General Meeting
	5/14/10	Student of the Year Dinner
Robin N. Hastings		None
Jesse L. Molina		None
Richard A. Stewart		None

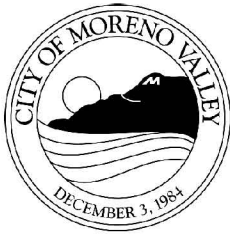
Prepared By:
Cindy Miller
Executive Assistant to the Mayor/City Council

Department Head Approval:
Jane Halstead
City Clerk

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

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

Report to City Council

TO: Mayor and City Council

FROM: Steve Elam, Interim Financial & Administrative Services Director

AGENDA DATE: May 25, 2010

TITLE: APPROVAL OF CHECK REGISTER FOR MARCH, 2010

RECOMMENDED ACTION

Staff recommends that the City Council adopt Resolution No. 2010-34, approving the Check Register for the month of March, 2010 in the amount of \$67,977,881.05.

DISCUSSION

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

FISCAL IMPACT

The disbursements itemized in the attached Check Register are reflected in the adopted FY 2009-10 budget. Therefore, there is no fiscal impact other than the expenditure of budgeted funds.

ATTACHMENTS/EXHIBITS

Resolution No. 2010-34
Check Register for Month of March, 2010

Prepared By:
Domilena R. Gonzales
Interim Principal Accountant

Department Head Approval:
Steve Elam
Interim Financial & Administrative Services Director

Concurred By:
Cynthia A. Fortune
Financial Operations Division Manager

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

RESOLUTION NO. 2010-34

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

WHEREAS, the Financial & Administrative Services Department has prepared and provided the Check Register for the period March 1, 2010 through March 31, 2010, for review and approval by the City Council of the City of Moreno Valley;

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

NOW, THEREFORE, IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, that the Check Register for the period March 1, 2010 through March 31, 2010, in the total amount of \$67,977,881.05 is approved.

APPROVED AND ADOPTED this 25th day of May, 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.]



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS IN THE AMOUNT OF \$25,000 OR GREATER				
ALL AMERICAN ASPHALT, INC.				
3/8/2010	200997	77,420.89		
			ANNL PAVEMNT RESURF PROJ SVCS	29,267.69
			ANNL PAVEMNT RESURF PROJ SVCS	48,153.20
3/15/2010	201101	136,404.13		
			HEACOCK/FREDERICK REHAB PROJS	25,800.41
			HEACOCK/FREDERICK REHAB PROJS	110,603.72
	Vendor Total	213,825.02		
FYTD for ALL AMERICAN ASPHALT, INC.		1,057,387.60		
BANK OF AMERICA				
3/11/2010	91411	91,712.65		
			ACQ & ESCROW 23974 HEMLOCK	91,712.65
	Vendor Total	91,712.65		
FYTD for BANK OF AMERICA		1,533,678.81		
BEMUS LANDSCAPE, INC.				
3/8/2010	201005	83,004.14		
			LANDSCAPE MAINT-E4	11.67
			LANDSCAPE MAINT-E4	1,535.20
			LANDSCAPE MAINT-E4	81.75
			LANDSCAPE MAINT-S AQDCT	850.50
			LANDSCAPE MAINT-S AQDCT B	735.00
			LANDSCAPE MAINT-SCE/OLD	1,785.00
			LANDSCAPE MAINT-PAN AM SECT	600.00
			LANDSCAPE MAINT-N AQDCT	525.00
			LANDSCAPE MAINT-N OLD LAKE	1,330.00
			LANDSCAPE MAINT-E4	15,650.96
			LANDSCAPE MAINT-E4A	367.64
			LANDSCAPE MAINT-E1	4,591.46
			LANDSCAPE MAINT-E2	9,091.01
			LANDSCAPE MAINT-E3	3,997.58
			LANDSCAPE MAINT-E4	8,960.72
			LANDSCAPE MAINT-E7	1,953.34
			LANDSCAPE MAINT-E8	4,499.55
			LANDSCAPE MAINT-E12	1,465.51
			LANDSCAPE MAINT-E14	2,754.27
			LANDSCAPE MAINT-E15	767.60
			LANDSCAPE MAINT-E16	2,666.40
			LANDSCAPE MAINT-E3A	85.85
			LANDSCAPE MAINT-ZN M	4,366.23
			LANDSCAPE MAINT-DSG1E	8,193.12
			LANDSCAPE MAINT-DSG1W	4,194.53
			LANDSCAPE MAINT-DSG2	1,196.85
			LANDSCAPE MAINT-PLANTS	404.00
			LANDSCAPE MAINT-PLANTS	343.40
	Vendor Total	83,004.14		
FYTD for BEMUS LANDSCAPE, INC.		361,967.66		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BUNKER FAMILY, LLC				
3/29/2010	201369	126,900.00		
			REFUND-SEC DEPOSIT	126,900.00
Vendor Total		126,900.00		
FYTD for BUNKER FAMILY, LLC		126,900.00		
CALPERS				
3/8/2010	201011	104,804.48		
			ARC PMT LESS PAYOUTS	135,916.66
			ARC PMT LESS PAYOUTS	-31,112.18
Vendor Total		104,804.48		
FYTD for CALPERS		770,812.56		
CITIZENS BUSINESS BANK				
3/11/2010	91412	87,659.83		
			ACQ & ESCROW 15175 RENCHER CRT	87,659.83
3/23/2010	1003191	96,665.96		
			ACQ & ESCROW 24395 DYNA PLACE	96,665.96
3/23/2010	1003201	143,705.04		
			ACQ & ESCROW 15736 GRANADA DR.	143,705.04
Vendor Total		328,030.83		
FYTD for CITIZENS BUSINESS BANK		1,129,121.84		
CRITICAL SOLUTIONS				
3/29/2010	201389	30,301.58		
			EMRGNCY OPS CTR PROJ SVCS	30,301.58
Vendor Total		30,301.58		
FYTD for CRITICAL SOLUTIONS		342,792.03		
DESERT CONCEPTS CONSTRUCTION, INC				
3/29/2010	201395	33,298.20		
			PATRIOT PARK PROJ CONSTR SVCS	33,298.20
Vendor Total		33,298.20		
FYTD for DESERT CONCEPTS CONSTRUCTION, INC		33,298.20		
EMPLOYMENT DEVELOPMENT DEPARTMENT				
3/15/2010	201127	85,579.89		
			UNEMPLOYMENT INS REIMB CHRGS	85,579.89
3/12/2010	2601	38,125.91		
			DEP STATE TAX W/H 03/12/10	38,125.91
3/26/2010	2609	44,860.88		
			DEP STATE TAX W/H 3/26/10	44,860.88
Vendor Total		168,566.68		
FYTD for EMPLOYMENT DEVELOPMENT DEPARTMENT		1,036,124.91		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ENCO UTILITY SERVICES MORENO VALLEY LLC				
3/29/2010	201408	130,029.39		
			BAD DEBT DEDUCTION	-5,146.39
			DISTRIBUTION CHRGS	126,618.83
			SPCL CHRGS/TEMP POWER	8,324.00
			ONLINE UTILITY SVCS	232.95
Vendor Total		130,029.39		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		1,663,315.29		
ENVIRONMENTAL CONSTRUCTION, INC.				
3/15/2010	201129	61,220.15		
			SUNNYMD BLVD REVIT PROJ SVCS	61,220.15
Vendor Total		61,220.15		
FYTD for ENVIRONMENTAL CONSTRUCTION, INC.		1,981,423.30		
FAIRVIEW FORD SALES, INC.				
3/22/2010	201243	51,814.59		
			VEHICLE PURCH-PD	23,994.00
			VEHICLE PURCH-SALES TAX	2,099.47
			VEHICLE PURCH-CA TIRE FEE	8.75
			VEHICLE PURCH-TOW PCKG	650.00
			VEHICLE PURCH-SALES TAX	56.88
			VEHICLE PURCH-TRADE IN	-1,100.00
			VEHICLE PURCH-PARKS	23,997.00
			VEHICLE PURCH-SALES TAX	2,099.74
			VEHICLE PURCH-CA TIRE FEE	8.75
Vendor Total		51,814.59		
FYTD for FAIRVIEW FORD SALES, INC.		51,814.59		
FULBRIGHT & JAWORSKI, L.L.P.				
3/15/2010	201137	27,843.06		
			LEGAL SVCS-ELECTR. UTILITY	27,843.06
Vendor Total		27,843.06		
FYTD for FULBRIGHT & JAWORSKI, L.L.P.		203,705.68		
HARDY & HARPER, INC.				
3/15/2010	201144	183,930.00		
			2009 ANNL PAVEMNT RESURF PROJ	33,229.74
			RET RELEASE-PAVMNT RESURF PROJ	140,400.00
			RET RELEASE-PAVMNT RESURF PROJ	10,300.26
Vendor Total		183,930.00		
FYTD for HARDY & HARPER, INC.		1,507,002.63		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ICMA RETIREMENT CORP 457				
3/26/2010	2607	43,214.54	DEF COMP 457 3/26/10	43,214.54
Vendor Total		43,214.54		
FYTD for ICMA RETIREMENT CORP 457		289,484.90		
INTERNAL REVENUE SERVICE				
3/12/2010	2600	139,007.81	DEP FED TAX W/H 03/12/10	139,007.81
3/26/2010	2608	166,027.31	DEP FED TAX W/H 03/26/10	166,027.31
Vendor Total		305,035.12		
FYTD for INTERNAL REVENUE SERVICE		2,926,619.91		
JTB SUPPLY CO., INC.				
3/29/2010	201433	25,670.44	P44 CABINET-KITCHING/CACTUS TS	25,670.44
Vendor Total		25,670.44		
FYTD for JTB SUPPLY CO., INC.		44,797.78		
LAWYERS TITLE INC				
3/11/2010	91408	56,677.00	ESCROW DEPOSIT-EASEMENT PURCH.	56,677.00
Vendor Total		56,677.00		
FYTD for LAWYERS TITLE INC		198,412.00		
LEICA GEOSYSTEMS, INC.				
3/8/2010	201052	177,797.80	LASER SCANNING SYSTEM	165,079.20
			LASER SCANNING SYSTEM-TAX	12,718.60
Vendor Total		177,797.80		
FYTD for LEICA GEOSYSTEMS, INC.		177,797.80		
LIM & NASCIMENTO ENGINEERING CORP.				
3/1/2010	200882	28,274.09	PERRIS BL WIDENING FROM RAM XP	11,676.51
			PERRIS BL WIDENING FROM RAM XP	16,597.58
3/8/2010	201054	25,449.75	PERRIS BL WIDENING FROM RAM XP	25,449.75
3/15/2010	201157	38,709.80	IRONWOOD AVE-HEACOCK TO PERRIS INDIAN BASIN IMPRVMENTS PROJ	24,615.77 14,094.03
Vendor Total		92,433.64		
FYTD for LIM & NASCIMENTO ENGINEERING CORP.		534,113.67		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MAYER HOFFMAN MCCANN P.C.				
3/8/2010	201056	34,365.00		
			AUDITING SVC-CITY	15,664.00
			AUDITING SVC-SINGLE	5,735.00
			AUDITING SVC-CHILDCARE	4,751.00
			AUDITING SVC-RDA	5,476.68
			AUDITING SVC-RDA	2,738.32
Vendor Total		34,365.00		
FYTD for MAYER HOFFMAN MCCANN P.C.		72,359.00		
MORENO VALLEY CHEVROLET				
3/15/2010	201165	31,914.00		
			SPECIAL TAX REIMBURSEMENT	31,914.00
Vendor Total		31,914.00		
FYTD for MORENO VALLEY CHEVROLET		96,914.00		
MORENO VALLEY UTILITY				
3/22/2010	201267	51,929.07		
			ELECTRICITY	135.25
			ELECTRICITY	589.98
			ELECTRICITY	222.38
			ELECTRICITY	1,995.17
			ELECTRICITY	10,087.83
			ELECTRICITY	9,663.28
			ELECTRICITY	2,780.72
			ELECTRICITY	4,377.16
			ELECTRICITY	775.15
			ELECTRICITY	1,513.12
			ELECTRICITY	12,106.82
			ELECTRICITY	6,949.85
			ELECTRICITY	204.32
			ELECTRICITY	130.22
			ELECTRICITY	83.69
			ELECTRICITY	62.67
			ELECTRICITY	62.67
			ELECTRICITY	127.77
			ELECTRICITY	61.02
Vendor Total		51,929.07		
FYTD for MORENO VALLEY UTILITY		578,712.31		
MURRIETA DEVELOPMENT COMPANY INC.				
3/22/2010	201269	396,056.03		
			TRAF SIG @ SR-60/REDLANDS BLVD	396,056.03
Vendor Total		396,056.03		
FYTD for MURRIETA DEVELOPMENT COMPANY INC.		396,056.03		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ONE MORENO VALLEY 240, L.P.				
3/25/2010	1003221	2,250,000.00	OAKWOOD AFFORDBLE HOUSING PROJ	2,250,000.00
Vendor Total		2,250,000.00		
FYTD for ONE MORENO VALLEY 240, L.P.		2,250,000.00		
PALP, INC. DBA EXCEL PAVING COMPANY				
3/22/2010	201276	251,454.55	SUNNYMD BLVD REVIT PROJ SVCS	22,561.24
			SUNNYMD BLVD REVIT PROJ SVCS	228,893.31
Vendor Total		251,454.55		
FYTD for PALP, INC. DBA EXCEL PAVING COMPANY		1,880,639.98		
PERRIS ALESSANDRO, LLC				
3/1/2010	200910	52,000.00	REFUND-CASH SEC REDUCTION	52,000.00
Vendor Total		52,000.00		
FYTD for PERRIS ALESSANDRO, LLC		145,600.00		
PERS HEALTH INSURANCE				
3/4/2010	91403	196,439.38	EMPL HEALTH INS 03/04/10	196,439.38
Vendor Total		196,439.38		
FYTD for PERS HEALTH INSURANCE		1,735,744.03		
PERS RETIREMENT				
3/5/2010	2594	194,826.18	PERS RETIREMENT 03/05/10	194,826.18
3/19/2010	2602	194,772.12	PERS RETIREMENT 03/19/10	194,772.12
Vendor Total		389,598.30		
FYTD for PERS RETIREMENT		4,134,782.71		
PETERSON-CHASE GENERAL ENGINEERING CONST				
3/29/2010	201482	73,102.36	CITYWIDE BRIDGE MAINT PRGM	73,102.36
Vendor Total		73,102.36		
FYTD for PETERSON-CHASE GENERAL ENGINEERING CONST		73,148.15		
PRICE FAMILY CHARITABLE TRUST				
3/15/2010	201175	85,245.00	SALES TAX REIMBURSEMENT	85,245.00
Vendor Total		85,245.00		
FYTD for PRICE FAMILY CHARITABLE TRUST		250,452.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PW ENHANCEMENT CENTER				
3/15/2010	880199	28,126.97		
			MOTEL VOUCHER SVCS-HPRP PRGM	10,594.00
			SECURITY DEPOSIT SVCS-HPRP	10,200.00
			COMMUNITY DEV PARTNERSHIP PRGM	7,332.97
Vendor Total		28,126.97		
FYTD for PW ENHANCEMENT CENTER		116,006.49		
RICHARD LOPEZ CONSTRUCTION				
3/1/2010	200918	427,558.38		
			RET. PYMT-INDIAN/GLOBE 12KV	20,239.22
			ELECTRIC UTILITY PROJECTS SVCS	169,704.76
			ELECTRIC UTILITY PROJECTS SVCS	237,614.40
Vendor Total		427,558.38		
FYTD for RICHARD LOPEZ CONSTRUCTION		609,711.31		
ROESLING NAKAMURA TERADA ARCHITECTS, INC				
3/8/2010	201075	59,740.78		
			PUB SFTY BLDG CONVERSION PROJ	9,581.64
			PUB SFTY BLDG CONVERSION PROJ	50,159.14
Vendor Total		59,740.78		
FYTD for ROESLING NAKAMURA TERADA ARCHITECTS, INC		168,500.22		
SHELL ENERGY NORTH AMERICA (US) L.P.				
3/1/2010	200937	342,382.00		
			ELECTRIC ENERGY PURCHASE	342,382.00
3/15/2010	201186	328,872.00		
			ELECTRIC ENERGY PURCHASE	328,872.00
Vendor Total		671,254.00		
FYTD for SHELL ENERGY NORTH AMERICA (US) L.P.		671,254.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON				
3/22/2010	201300	144,822.85		
			ELECTRICITY	555.86
			ELECTRICITY	23.90
			ELECTRICITY	264.96
			ELECTRICITY	22.80
			ELECTRICITY	784.38
			ELECTRICITY	133.41
			ELECTRICITY	2,296.63
			ELECTRICITY	569.62
			ELECTRICITY	808.58
			ELECTRICITY	2,499.20
			ELECTRICITY	953.24
			ELECTRICITY	1,407.26
			ELECTRICITY	20.82
			ELECTRICITY	93,602.42
			ELECTRICITY	35,595.36
			ELECTRICITY	4,956.24
			ELECTRICITY	89.64
			ELECTRICITY	20.58
			ELECTRICITY	23.26
			ELECTRICITY	65.52
			ELECTRICITY	81.72
			ELECTRICITY	47.45
3/29/2010	201513	61,759.72		
			RELOC. OF SCE FACILITIES	61,759.72
Vendor Total		206,582.57		
FYTD for SOUTHERN CALIFORNIA EDISON		6,274,167.02		
STANDARD INSURANCE CO				
3/15/2010	201192	30,887.63		
			LIFE & DISABILITY INSURANCE	12,784.66
			LIFE & DISABILITY INSURANCE	18,038.04
			LIFE & DISABILITY INSURANCE	64.93
Vendor Total		30,887.63		
FYTD for STANDARD INSURANCE CO		294,584.59		
TCM GROUP				
3/1/2010	200960	88,774.21		
			SR-60/NASON ST INTRCHNG PROJ	42,996.62
			SR-60/NASON ST INTRCHNG PROJ	45,777.59
3/29/2010	880255	82,879.01		
			SR-60/NASON ST INTRCHNG PROJ	32,270.26
			SR-60/NASON ST INTRCHNG PROJ	8,054.43
			SR-60/NASON ST INTRCHNG PROJ	42,554.32
Vendor Total		171,653.22		
FYTD for TCM GROUP		397,572.75		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TRUGREEN LANDCARE				
3/1/2010	200963	25,459.87		
			LNDSCP MAINT-ZONE M	5,324.89
			LNDSCP MAINT-ZONE DSG-2	8,420.43
			LNDSCP MAINT-ZONE E-3	10,038.43
			LNDSCP MAINT-ZONE E-3A	1,676.12
3/22/2010	201311	33,015.71		
			LNDSCP MAINT-ZONE M	5,324.89
			LNDSCP MAINT-ZONE DSG1-E	7,403.38
			LNDSCP MAINT-ZONE DSG-2	8,420.43
			IRRIG REPAIRS	63.55
			IRRIG REPAIRS	6.55
			IRRIG REPAIRS-TRACT #22093	9.59
			IRRIG REPAIRS-TRACT #20715	24.10
			IRRIG REPAIRS-TRACT #19032	48.67
			LNDSCP MAINT-ZONE E-3	10,038.43
			LNDSCP MAINT-ZONE E-3A	1,676.12
Vendor Total		58,475.58		
FYTD for TRUGREEN LANDCARE		281,059.62		
U.S. BANK				
3/11/2010	100310	119,152.37		
			ACQ ESCROW-24475 MURAL CT	119,152.37
Vendor Total		119,152.37		
FYTD for U.S. BANK		119,242.37		
U.S. BANK/CALCARDS				
3/2/2010	91402	88,430.24		
			CALCARD PMT CYCLE END 02/22/10	88,430.24
3/17/2010	91413	72,267.86		
			CALCARD PMT CYCLE END 03/08/10	72,267.86
3/24/2010	1003212	102,229.40		
			CALCARD PMT CYCLE END 03/22/10	102,229.40
Vendor Total		262,927.50		
FYTD for U.S. BANK/CALCARDS		1,530,521.24		
UNION BANK OF CALIFORNIA NA				
3/11/2010	91409	57,000,000.00		
			PURCH BOND, CHANDLER ASSET MGT	57,000,000.00
Vendor Total		57,000,000.00		
FYTD for UNION BANK OF CALIFORNIA NA		93,914,675.69		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNITED CONTRACTORS COMPANY INC.				
3/1/2010	200967	167,877.00		
			EMRGNCY OPS CTR PROJ SVCS	167,877.00
3/22/2010	880235	87,669.00		
			EMRGNCY OPS CTR PROJ SVCS	87,669.00
	Vendor Total	255,546.00		
FYTD for UNITED CONTRACTORS COMPANY INC.		1,534,500.00		
VCI TELCOM, INC				
3/22/2010	201317	27,729.22		
			COMMUNICATION GAP CLOSURE PROJ	26,976.60
			COMMUNICATION GAP CLOSURE PROJ	752.62
	Vendor Total	27,729.22		
FYTD for VCI TELCOM, INC		30,810.25		
WASTE MANAGEMENT				
3/15/2010	201207	717,291.63		
			SOLID WST DELINQ LESS FRAN FEE	817,090.34
			SOLID WST DELINQ LESS FRAN FEE	-99,798.71
	Vendor Total	717,291.63		
FYTD for WASTE MANAGEMENT		1,035,558.57		
WINZLER & KELLY CONSULTING ENGINEERS				
3/1/2010	200985	65,450.00		
			TEMP STAFFING SVCS-CAP PROJS	14,410.00
			TEMP STAFFING SVCS-CAP PROJS	51,040.00
	Vendor Total	65,450.00		
FYTD for WINZLER & KELLY CONSULTING ENGINEERS		336,377.59		
	Subtotal	66,250,588.85		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHECKS LESS THAN \$25,000				
CALIFORNIA NEON PRODUCTS				
3/29/2010	201333	57.50	REFUND-BUS LIC OVRPMT	57.50
Vendor Total		57.50		
FYTD for CALIFORNIA NEON PRODUCTS		57.50		
CVS CORPORATION				
3/15/2010	201096	37.50	FALSE ALARM REFUND	37.50
Vendor Total		37.50		
FYTD for CVS CORPORATION		37.50		
I C E BUILDERS, INC				
3/29/2010	201334	57.00	REFUND-BUS LIC OVRPMT	57.00
Vendor Total		57.00		
FYTD for I C E BUILDERS, INC		57.00		
THIRTY - SEVEN MORENO VALLEY, LLC				
3/29/2010	201335	2,000.00	REFUND-BUS LIC OVRPMT	2,000.00
Vendor Total		2,000.00		
FYTD for THIRTY - SEVEN MORENO VALLEY, LLC		2,000.00		
20/20 RECYCLE CENTERS				
3/29/2010	201336	30.53	REFUND-BUS LIC OVRPMT	30.53
Vendor Total		30.53		
FYTD for 20/20 RECYCLE CENTERS		30.53		
452ND AIR MOBILITY WING				
3/1/2010	200790	25.00	AWARDS RECEPTION	25.00
Vendor Total		25.00		
FYTD for 452ND AIR MOBILITY WING		97.00		
834 EXPLORE POST				
3/15/2010	201097	1,125.00	REGISTR-EXPLORER COMP MAR25-28	1,125.00
Vendor Total		1,125.00		
FYTD for 834 EXPLORE POST		1,125.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
A & I REPROGRAPHICS 2406362				
3/1/2010	200791	557.65	RPRGRPHC SVCS-KITCHING ST PROJ	557.65
3/22/2010	201212	2,491.51	RPRGRPHC SVCS-KITCHING ST PROJ	1,091.35
			RPRGRPHC SVCS-PAVEMNT RESURF	771.80
			RPRGRPHC SVCS-ST IMPRVMNT PRGM	628.36
3/29/2010	201337	2,438.86	PARKS MASTER PLAN COPIES	1,834.65
			PARKS MASTER PLAN COPIES	387.55
			SALES TAX	216.66
Vendor Total		5,488.02		

FYTD for A & I REPROGRAPHICS	2406362	17,450.08
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A B STAR LIMOUSINE				
3/29/2010	201338	28.50	REFUND-BUS LIC OVRPMT	28.50
Vendor Total		28.50		

FYTD for A B STAR LIMOUSINE	28.50
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A C P TRUCKING				
3/29/2010	201339	63.74	REFUND-BUS LIC OVRPMT	63.74
Vendor Total		63.74		

FYTD for A C P TRUCKING	63.74
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ACCOUNTEMPS				
3/1/2010	200792	828.00	TEMP SVCS-APODACA W/E 2/12	828.00
3/8/2010	200991	621.00	TEMP SVCS-APODACA W/E 2/19	621.00
3/22/2010	201213	1,656.00	TEMP SVCS-APODACA W/E 2/26	828.00
			TEMP SVCS-APODACA W/E 3/5	828.00
3/29/2010	201340	828.00	TEMP SVCS-APODACA W/E 3/12	828.00
Vendor Total		3,933.00		

FYTD for ACCOUNTEMPS	7,038.00
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ACE & SONS CONSTRUCTION, INC				
3/29/2010	201341	32.50	REFUND-BUS LIC OVRPMT	32.50
Vendor Total		32.50		

FYTD for ACE & SONS CONSTRUCTION, INC	32.50
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City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ACE JANITORIAL SERVICE				
3/29/2010	201342	29.57	REFUND-BUS LIC OVRPMT	29.57
Vendor Total		29.57		
FYTD for ACE JANITORIAL SERVICE		29.57		
ADAMS, MARK L.				
3/1/2010	200793	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for ADAMS, MARK L.		2,868.57		
ADDUS HEALTH CARE				
3/15/2010	201098	702.50	REFUND-CRC DEP 2/23/10	702.50
Vendor Total		702.50		
FYTD for ADDUS HEALTH CARE		702.50		
ADLERHORST INTERNATIONAL INC.				
3/8/2010	200992	425.01	CANINE TRAINING-BLUE	141.67
			CANINE TRAINING-MAX/LEX	283.34
Vendor Total		425.01		
FYTD for ADLERHORST INTERNATIONAL INC.		4,272.83		
ADMINSURE				
3/8/2010	200993	2,600.00	WORKMANS COMP ADMIN	2,600.00
Vendor Total		2,600.00		
FYTD for ADMINSURE		23,400.00		
ADVANCED APPLIED ENGINEERING, INC				
3/29/2010	201343	22.61	REFUND-BUS LIC OVRPMT	22.61
3/29/2010	201344	7,357.50	SR-60 WB/REDLANDS BLVD TS PROJ	2,697.50
			SR-60 WB/REDLANDS BLVD TS PROJ	4,660.00
Vendor Total		7,380.11		
FYTD for ADVANCED APPLIED ENGINEERING, INC		7,380.11		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ADVANCED ELECTRIC				
3/1/2010	200794	795.00	ELECT WORK-ERC	795.00
3/8/2010	200994	763.00	ELECT WORK-CRC ELECT WORK-CRC ELECT WORK-CRC	62.00 530.00 171.00
3/15/2010	201099	502.00	LINE INSTALLED FOR NEW SCANNER	502.00
3/22/2010	201214	714.00	ELECT WORK-PARKS ELECT WORK-PARKS ELECT WORK-PARKS ELECT WORK-PARKS	193.00 319.00 62.00 140.00
3/29/2010	201345	7,001.00	REPAIR ELECTRICAL SVC-PSB PROJ REPAIR ELECTRICAL SVC-PSB PROJ	198.00 6,803.00
Vendor Total		9,775.00		
FYTD for ADVANCED ELECTRIC		75,102.00		
AEI-CASC ENGINEERING				
3/8/2010	200995	466.50	CONSULTING SVCS	466.50
3/29/2010	880240	1,088.50	CONSULTING SVCS	1,088.50
Vendor Total		1,555.00		
FYTD for AEI-CASC ENGINEERING		316,140.09		
AIR CLEANING SYSTEMS INC.				
3/1/2010	200795	502.76	PLYMOVENT MAINT/REPAIR PLYMOVENT MAINT/REPAIR PLYMOVENT MAINT/REPAIR	13.05 218.71 271.00
3/15/2010	201100	195.00	PLYMOVENT MAINT/REPAIR	195.00
Vendor Total		697.76		
FYTD for AIR CLEANING SYSTEMS INC.		697.76		
ALICEA, RICHARD				
3/8/2010	200996	97.95	MILEAGE REIMBURSEMENT MILEAGE REIMBURSEMENT	32.45 65.50
Vendor Total		97.95		
FYTD for ALICEA, RICHARD		388.35		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ALLIANZ LIFE INSURANCE CO				
3/15/2010	201102	75.00	NON-EXEMPT ANNUITY	75.00
Vendor Total		75.00		
FYTD for ALLIANZ LIFE INSURANCE CO		675.00		
ALLIED BARTON SECURITY SERVICES, LP				
3/29/2010	201346	26.21	REFUND-BUS LIC OVRPMT	26.21
Vendor Total		26.21		
FYTD for ALLIED BARTON SECURITY SERVICES, LP		26.21		
ALTERNATIVES TO DOMESTIC VIOLENCE				
3/29/2010	201347	4,594.41	CDBG SVCS-DOM VIOL PRGM	2,260.77
			CDBG SVCS-DOM VIOL PRGM	2,333.64
Vendor Total		4,594.41		
FYTD for ALTERNATIVES TO DOMESTIC VIOLENCE		6,308.36		
AMERICA VIETNAM REALTY & FINANCE				
3/29/2010	201348	24.96	REFUND-BUS LIC OVRPMT	24.96
Vendor Total		24.96		
FYTD for AMERICA VIETNAM REALTY & FINANCE		24.96		
AMERICAN FORENSIC NURSES				
3/1/2010	200796	906.00	BLOOD DRAWS	906.00
3/8/2010	200998	1,436.30	BLOOD DRAWS	186.80
			BLOOD DRAWS	1,210.00
			BLOOD DRAWS	39.50
3/15/2010	880187	93.40	BLOOD DRAWS	93.40
Vendor Total		2,435.70		
FYTD for AMERICAN FORENSIC NURSES		20,560.40		
AMERICAN LEAK DETECTION #0108				
3/29/2010	201349	35.99	REFUND-BUS LIC OVRPMT	35.99
Vendor Total		35.99		
FYTD for AMERICAN LEAK DETECTION #0108		35.99		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AMERICAN PERSONNEL SERVICE, #1419				
3/29/2010	201350	43.80	REFUND-BUS LIC OVRPMT	43.80
Vendor Total		43.80		
FYTD for AMERICAN PERSONNEL SERVICE, #1419		43.80		
AMERICAN PROTECTION SERVICES				
3/22/2010	201215	9,870.85	PD INTRVW RM CONFIG-PARTS	7,164.00
			PD INTRVW RM CONFIG-LABOR	2,080.00
			PD INTRVW RM CONFIG-SALES TAX	626.85
Vendor Total		9,870.85		
FYTD for AMERICAN PROTECTION SERVICES		9,870.85		
AMERICAN ROTARY BROOM CO.				
3/22/2010	201216	1,656.93	STREET SWEEPING BROOM KITS	1,097.97
			STREET SWEEPING BROOM KITS	558.96
Vendor Total		1,656.93		
FYTD for AMERICAN ROTARY BROOM CO.		24,954.67		
AMTECH ELEVATOR SERVICES				
3/15/2010	201103	118.37	ELEVATOR SVC-CITY HALL	118.37
3/29/2010	201351	94.91	REFUND-BUS LIC OVRPMT	94.91
Vendor Total		213.28		
FYTD for AMTECH ELEVATOR SERVICES		1,582.04		
ANAYA, KIM REYE				
3/29/2010	201352	35.00	MILEAGE REIMBURSEMENT	35.00
Vendor Total		35.00		
FYTD for ANAYA, KIM REYE		35.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ANIMAL EMERGENCY CLINIC, INC.				
3/1/2010	200797	888.00		
			EMERGENCY VET SVCS	70.00
			EMERGENCY VET SVCS	75.00
			EMERGENCY VET SVCS	668.00
			EMERGENCY VET SVCS	75.00
3/22/2010	201331	275.00		
			EMERGENCY VET SVCS	55.00
			EMERGENCY VET SVCS	75.00
			EMERGENCY VET SVCS	70.00
			EMERGENCY VET SVCS	75.00
Vendor Total		1,163.00		
FYTD for ANIMAL EMERGENCY CLINIC, INC.		4,184.00		
ANIMAL HEALTH AND SANITARY SUPPLY				
3/15/2010	201104	1,165.34		
			MISC SUPPLIES-ANML SHLTR	1,165.34
Vendor Total		1,165.34		
FYTD for ANIMAL HEALTH AND SANITARY SUPPLY		6,711.99		
ANIMAL PEST MANAGEMENT SERVICES, INC.				
3/29/2010	201353	1,790.00		
			PEST CNTRL-PARKS	665.00
			PEST CNTRL-PAL	255.00
			PEST CNTRL-MARCH FLD	330.00
			PEST CNTRL-PARKS	100.00
			PEST CNTRL-CFD #1	160.00
			PEST CNTRL-GLF CRS	180.00
			PEST CNTRL-STARS	100.00
Vendor Total		1,790.00		
FYTD for ANIMAL PEST MANAGEMENT SERVICES, INC.		17,110.00		
APPLIANCE DISCOUNTERS				
3/29/2010	201354	27.00		
			REFUND-BUS LIC OVRPMT	27.00
Vendor Total		27.00		
FYTD for APPLIANCE DISCOUNTERS		27.00		
ARCHIVE MANAGEMENT SERVICE				
3/15/2010	201105	1,226.25		
			OFFSITE STORAGE SVCS	1,226.25
Vendor Total		1,226.25		
FYTD for ARCHIVE MANAGEMENT SERVICE		11,978.16		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ARDA, VALERIANO JR.				
3/29/2010	201355	20.00	REFUND-RABIES DEP	20.00
Vendor Total		20.00		
FYTD for ARDA, VALERIANO JR.		20.00		
ARENAS, MANUEL				
3/1/2010	200798	17.50	REFUND-LOST BOOK FEE	17.50
Vendor Total		17.50		
FYTD for ARENAS, MANUEL		17.50		
ARMTECH SECURITY, INC				
3/29/2010	201356	62.00	REFUND-BUS LIC OVRPMT	62.00
Vendor Total		62.00		
FYTD for ARMTECH SECURITY, INC		62.00		
ARROWHEAD WATER				
3/8/2010	200999	175.00	WTR PURIF RNTL-ANIMAL SHELTER	50.00
			WTR PURIF RNTL-SENIOR CTR	25.00
			WTR PURIF RNTL-SPECIAL DIST	25.00
			WTR PURIF RNTL-TECH SVCS	25.00
			WTR PURIF RNTL-FACILITIES	25.00
			WTR PURIF RNTL-CRC	25.00
3/22/2010	201217	365.78	WTR PURIF RNTL-STARS	25.00
			WTR PURIF RNTL-CITY HALL	125.01
			WTR PURIF RNTL-CITY YARD	25.00
			WTR PURIF RNTL-TRNSP TRLR	25.00
			WTR PURIF RNTL-LIBRARY	25.00
			WTR PURIF RNTL-FS #6	25.00
			WTR PURIF RNTL-FS #48	25.00
			WTR PURIF RNTL-FS #2	25.00
			WTR PURIF RNTL-FS #58	15.77
			WTR PURIF RNTL-FS #91	25.00
			WTR PURIF RNTL-FS #65	25.00
Vendor Total		540.78		
FYTD for ARROWHEAD WATER		5,022.79		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ASG FACILITY				
3/8/2010	201000	264.00		
			INSTRUCTOR SVCS-MUAY THAI	204.00
			INSTRUCTOR SVCS-BOXING	60.00
3/29/2010	201357	196.00		
			INSTRUCTOR SVC-MUAY THAI	136.00
			INSTRUCTOR SVC-BOXING	60.00
	Vendor Total	460.00		
FYTD for ASG FACILITY		1,092.00		
AT&T MOBILITY				
3/1/2010	200799	92.14		
			COMMUNICATION SVCS-MBL CMMND	92.14
	Vendor Total	92.14		
FYTD for AT&T MOBILITY		826.85		
AT&T/MCI				
3/8/2010	201001	183.59		
			COMMUNICATION SVCS-GTF	183.59
	Vendor Total	183.59		
FYTD for AT&T/MCI		1,653.29		
ATAP-ASSO OF THREAT ASSESSMNT PROFESSNLS				
3/15/2010	201106	150.00		
			3/18/10 THREAT MGMT SEMINAR	150.00
	Vendor Total	150.00		
FYTD for ATAP-ASSO OF THREAT ASSESSMNT PROFESSNLS		150.00		
AUGSTIN RAMOS				
3/29/2010	201358	22.95		
			REFUND-BUS LIC OVRPMT	22.95
	Vendor Total	22.95		
FYTD for AUGSTIN RAMOS		22.95		
AUTOMATED GATE SERVICES, INC				
3/29/2010	201359	59.22		
			REFUND-BUS LIC OVRPMT	59.22
	Vendor Total	59.22		
FYTD for AUTOMATED GATE SERVICES, INC		59.22		
AUTOMATIC STOREFRONT SERVICE, INC.				
3/29/2010	201360	193.00		
			DOOR SVC-CRC	193.00
	Vendor Total	193.00		
FYTD for AUTOMATIC STOREFRONT SERVICE, INC.		1,514.31		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
AV GRAPHICS, INC.				
3/15/2010	201107	2,648.06		
			ADMIN CITATION BOOKS	2,555.63
			DELIVERY/SHIPPING CHRG	92.43
Vendor Total		2,648.06		
FYTD for AV GRAPHICS, INC.		8,075.88		
AYALA, NANNERL A.				
3/1/2010	200800	57.30		
			REIMB-MMASC WINTER FORUM	57.30
Vendor Total		57.30		
FYTD for AYALA, NANNERL A.		132.42		
BACHER, GRACE				
3/1/2010	200801	305.60		
			RETIREE MEDICAL BENEFIT	305.60
Vendor Total		305.60		
FYTD for BACHER, GRACE		2,131.21		
BAIRES, NALA				
3/22/2010	201218	52.00		
			REFUND-ANML LIC FEE	52.00
Vendor Total		52.00		
FYTD for BAIRES, NALA		52.00		
BALDWIN AUTOMOTIVE, INC				
3/29/2010	201361	95.00		
			REFUND-BUS LIC OVRPMT	95.00
Vendor Total		95.00		
FYTD for BALDWIN AUTOMOTIVE, INC		95.00		
BARNES, DARLENE				
3/1/2010	200802	114.50		
			RETIREE MEDICAL BENEFIT	114.50
Vendor Total		114.50		
FYTD for BARNES, DARLENE		1,001.06		
BARRAGAN, CYNTHIA				
3/1/2010	200803	156.00		
			REFUND-PICNIC SHLTR FEE	156.00
Vendor Total		156.00		
FYTD for BARRAGAN, CYNTHIA		156.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BASIC BACKFLOW				
3/8/2010	201002	120.00		
			BACKFLOW TESTING-PARKS	120.00
Vendor Total		120.00		
FYTD for BASIC BACKFLOW		1,294.65		
BAYTOWN STAR, LLC				
3/29/2010	201362	50.46		
			REFUND-BUS LIC OVRPMT	50.46
Vendor Total		50.46		
FYTD for BAYTOWN STAR, LLC		50.46		
BECKLEY, TRISHA & ANTON				
3/8/2010	201003	75.00		
			REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for BECKLEY, TRISHA & ANTON		75.00		
BELL, ORROCK & WATASE, INC				
3/1/2010	200804	1,521.35		
			LEGAL SVCS 2009-20	1,521.35
3/29/2010	201363	874.65		
			LEGAL SVCS-RISK MGT	617.15
			LEGAL SVCS-RISK MGT	257.50
Vendor Total		2,396.00		
FYTD for BELL, ORROCK & WATASE, INC		14,615.81		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BEMUS LANDSCAPE, INC.				
3/1/2010	200805	1,542.56		
			LANDSCAPE MAINT-CITY HALL	992.56
			LANDSCAPE MAINT-VTRNS MEM	250.00
			LANDSCAPE MAINT-ANNX #1	300.00
3/15/2010	201108	8,798.75		
			IRRIG DMG REPAIRS-EOC PROJECT	251.17
			LANDSCAPE MAINT-AQDCT/BAY-JFK	1,900.00
			LANDSCAPE MAINT-PSB	1,197.58
			LANDSCAPE MAINT-ANML SHLTR	520.00
			LANDSCAPE MAINT-STAR'S BLDG	300.00
			LANDSCAPE MAINT-FIRE STATIONS	3,150.00
			LANDSCAPE MAINT-MV UTILITY	480.00
			LANDSCAPE MAINT-ELECTRIC SUBST	480.00
			LANDSCAPE MAINT-LIBRARY	520.00
3/22/2010	201219	6,408.00		
			LANDSCAPE MAINT-CITY YARD	250.00
			LANDSCAPE MAINT-PARKS	1,400.00
			LANDSCAPE MAINT-PARKS	735.00
			LANDSCAPE MAINT-PARKS	262.50
			LANDSCAPE MAINT-PARKS	850.50
			LANDSCAPE MAINT-PARKS	525.00
			LANDSCAPE MAINT-PARKS	1,785.00
			LANDSCAPE MAINT-PARKS	600.00
3/29/2010	201364	9,971.31		
			LANDSCAPE MAINT-FIRE STNS	2,300.00
			LANDSCAPE MAINT-FIRE STNS	3,468.75
			LANDSCAPE MAINT-ANNX #1	300.00
			LANDSCAPE MAINT-CRC	1,900.00
			LANDSCAPE MAINT-CITY HALL	992.56
			LANDSCAPE MAINT-VTRNS MEM	250.00
			LANDSCAPE MAINT-AQDCT	360.00
			LANDSCAPE MAINT-AQDCT	400.00
Vendor Total		26,720.62		
FYTD for BEMUS LANDSCAPE, INC.		361,967.66		
BENESYST				
3/22/2010	880214	20.13		
			COBRA SUBSIDY-MAR2010	14.43
			COBRA SUBSIDY-MAR2010	5.70
Vendor Total		20.13		
FYTD for BENESYST		20.13		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BENESYST, INC.				
3/8/2010	201006	473.34		
			FLEX ADMIN SVCS	228.34
			FLEX ADMIN SVCS	61.38
			FLEX ADMIN SVCS	183.62
3/22/2010	201220	584.34		
			FLEX ADMIN SVCS	225.34
			FLEX ADMIN SVCS	359.00
Vendor Total		1,057.68		
FYTD for BENESYST, INC.		4,518.32		
BEN'S ASPHALT, INC				
3/29/2010	201365	21.31		
			REFUND-BUS LIC OVRPMT	21.31
Vendor Total		21.31		
FYTD for BEN'S ASPHALT, INC		21.31		
BEST CALIFORNIA GAS, LTD, #353				
3/29/2010	201366	71.85		
			REFUND-BUS LIC OVRPMT	71.85
Vendor Total		71.85		
FYTD for BEST CALIFORNIA GAS, LTD, #353		71.85		
BEST, BEST & KRIEGER, LLP				
3/1/2010	200806	31.46		
			LEGAL SVCS-GGP	31.46
Vendor Total		31.46		
FYTD for BEST, BEST & KRIEGER, LLP		13,076.10		
BIO-TOX LABORATORIES				
3/8/2010	201007	3,972.53		
			TOXICOLOGY TESTS	17.53
			TOXICOLOGY TESTS	1,416.10
			TOXICOLOGY TESTS	2,538.90
Vendor Total		3,972.53		
FYTD for BIO-TOX LABORATORIES		32,509.27		
BLAIR, CHERYL				
3/8/2010	201008	486.00		
			INSTRUCTOR SVCS-BELLY DANCING	486.00
Vendor Total		486.00		
FYTD for BLAIR, CHERYL		2,592.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BLINDS 4 LESS				
3/29/2010	201367	61.41		
			REFUND-BUS LIC OVRPMT	61.41
Vendor Total		61.41		
FYTD for BLINDS 4 LESS		61.41		
BLUE SHIELD OF CALIFORNIA				
3/15/2010	201109	522.87		
			HEALTH INS PREMIUMS	278.85
			HEALTH INS PREMIUMS	244.02
Vendor Total		522.87		
FYTD for BLUE SHIELD OF CALIFORNIA		8,635.93		
BOBO II, FELIX				
3/8/2010	201009	84.00		
			MILEAGE REIMBURSEMENT	84.00
Vendor Total		84.00		
FYTD for BOBO II, FELIX		498.15		
BOOHER, JACK				
3/1/2010	200807	20.00		
			REFUND-RABIES DEP	20.00
Vendor Total		20.00		
FYTD for BOOHER, JACK		20.00		
BOY SCOUTS OF AMERICA				
3/1/2010	200808	750.00		
			REFUND-RNTL DEP 2/6	750.00
Vendor Total		750.00		
FYTD for BOY SCOUTS OF AMERICA		750.00		
BRACAMONTES, MARIA				
3/22/2010	201221	98.60		
			REFUND-PERMIT FEE	97.60
			REFUND-PERMIT FEE	0.90
			REFUND-PERMIT FEE	0.10
Vendor Total		98.60		
FYTD for BRACAMONTES, MARIA		98.60		
BRADIGAN, KATHY				
3/22/2010	201222	75.00		
			REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for BRADIGAN, KATHY		75.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BRANTLINGER, LAWRENCE				
3/22/2010	201223	75.00	REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for BRANTLINGER, LAWRENCE		75.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BRODART CO.				
3/15/2010	201111	5,813.92	MISC BOOKS-LIBRARY	100.11
			MISC BOOKS-LIBRARY	194.17
			MISC BOOKS-LIBRARY	75.25
			MISC BOOKS-LIBRARY	40.16
			MISC BOOKS-LIBRARY	16.46
			MISC BOOKS-LIBRARY	29.37
			MISC BOOKS-LIBRARY	47.61
			MISC BOOKS-LIBRARY	23.19
			MISC BOOKS-LIBRARY	22.59
			MISC BOOKS-LIBRARY	302.81
			MISC BOOKS-LIBRARY	428.25
			MISC BOOKS-LIBRARY	21.99
			MISC BOOKS-LIBRARY	42.55
			MISC BOOKS-LIBRARY	22.00
			MISC BOOKS-LIBRARY	25.58
			MISC BOOKS-LIBRARY	652.72
			MISC BOOKS-LIBRARY	56.81
			MISC BOOKS-LIBRARY	41.34
			MISC BOOKS-LIBRARY	33.06
			MISC BOOKS-LIBRARY	297.80
			MISC BOOKS-LIBRARY	658.23
			MISC BOOKS-LIBRARY	440.96
			MISC BOOKS-LIBRARY	752.68
			MISC BOOKS-LIBRARY	52.52
			MISC BOOKS-LIBRARY	21.98
			MISC BOOKS-LIBRARY	23.17
			MISC BOOKS-LIBRARY	127.73
			MISC BOOKS-LIBRARY	269.21
			MISC BOOKS-LIBRARY	24.74
			MISC BOOKS-LIBRARY	462.50
			MISC BOOKS-LIBRARY	294.81
			MISC BOOKS-LIBRARY	42.58
			MISC BOOKS-LIBRARY	47.61
			MISC BOOKS-LIBRARY	81.27
			MISC BOOKS-LIBRARY	40.11
3/22/2010	201224	2,695.80	MISC BOOKS-LIBRARY	247.43
			MISC BOOKS-LIBRARY	199.26
			MISC BOOKS-LIBRARY	80.61
			MISC BOOKS-LIBRARY	322.46
			MISC BOOKS-LIBRARY	1,533.70
			MISC BOOKS-LIBRARY	21.98
			MISC BOOKS-LIBRARY	38.69
			MISC BOOKS-LIBRARY	32.94
			MISC BOOKS-LIBRARY	32.94
			MISC BOOKS-LIBRARY	23.20
			MISC BOOKS-LIBRARY	162.59
Vendor Total		8,509.72		
FYTD for BRODART CO.		26,218.55		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
BUCKINGHAM PROPERTY MANAGEMENT				
3/29/2010	201368	35.02	REFUND-BUS LIC OVRPMT	35.02
Vendor Total		35.02		
FYTD for BUCKINGHAM PROPERTY MANAGEMENT		35.02		
BUCKINGHAM, STAN				
3/1/2010	200809	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for BUCKINGHAM, STAN		956.19		
BWI - BOOK WHOLESALERS, INC.				
3/15/2010	201112	689.54	MISC BOOKS-LIBRARY	10.50
			MISC BOOKS-LIBRARY	256.07
			MISC BOOKS-LIBRARY	13.11
			MISC BOOKS-LIBRARY	31.41
			MISC BOOKS-LIBRARY	144.48
			MISC BOOKS-LIBRARY	55.85
			MISC BOOKS-LIBRARY	80.99
			MISC BOOKS-LIBRARY	14.63
			MISC BOOKS-LIBRARY	16.35
			MISC BOOKS-LIBRARY	6.85
			MISC BOOKS-LIBRARY	29.57
			MISC BOOKS-LIBRARY	29.73
3/22/2010	201225	451.40	MISC BOOKS-LIBRARY	14.63
			MISC BOOKS-LIBRARY	436.77
Vendor Total		1,140.94		
FYTD for BWI - BOOK WHOLESALERS, INC.		5,578.08		
C P CONSTRUCTION COMPANY, INC				
3/29/2010	201370	46.80	REFUND-BUS LIC OVRPMT	46.80
Vendor Total		46.80		
FYTD for C P CONSTRUCTION COMPANY, INC		46.80		
CAIN, GREGORY				
3/1/2010	200810	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for CAIN, GREGORY		2,231.12		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CAL DEPT OF FORESTRY & FIRE PROTECTION				
3/29/2010	201371	2,237.20		
			WEED ABTMNT-MV EQSTRN CTR	894.88
			WEED ABTMNT-MV EQSTRN CTR	1,342.32
Vendor Total		2,237.20		
FYTD for CAL DEPT OF FORESTRY & FIRE PROTECTION		4,479.20		
CALAVERAS STANDARD MATERIALS				
3/22/2010	201226	1,482.99		
			CEMENT-PSB PARKING LOT REPAIR	1,482.99
Vendor Total		1,482.99		
FYTD for CALAVERAS STANDARD MATERIALS		19,370.75		
CALIFORNIA CENTERS MAGAZINE, INC.				
3/1/2010	200811	3,780.00		
			ADVERTISING SVCS-EDD	3,780.00
Vendor Total		3,780.00		
FYTD for CALIFORNIA CENTERS MAGAZINE, INC.		7,560.00		
CALIFORNIA DEPT OF EDUCATION				
3/1/2010	200812	24,658.50		
			AFTERSCHOOL PRGM-VISTA VERDE	4,103.37
			AFTERSCHOOL PRGM-VISTA VERDE	8,206.73
			AFTERSCHOOL PRGM-RNBW RDG	4,116.13
			AFTERSCHOOL PRGM-RNBW RDG	8,232.27
Vendor Total		24,658.50		
FYTD for CALIFORNIA DEPT OF EDUCATION		24,658.50		
CALIFORNIA MUNICIPAL UTILITIES ASSOC.				
3/1/2010	200813	770.00		
			ANNUAL CONF-MAR. 23-26, 2010	770.00
Vendor Total		770.00		
FYTD for CALIFORNIA MUNICIPAL UTILITIES ASSOC.		3,764.00		
CALIFORNIA TRANSCRIPTION, LLC				
3/29/2010	880241	205.93		
			TRANSCRIPTION SVCS-PLANNING	205.93
Vendor Total		205.93		
FYTD for CALIFORNIA TRANSCRIPTION, LLC		1,321.69		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CALIFORNIA WATERSHED ENGINEERING CORP.				
3/8/2010	201010	358.50		
			CONSULTING SVCS-PA090025	358.50
3/29/2010	880242	717.00		
			CONSULTING SVCS	717.00
	Vendor Total	1,075.50		
FYTD for CALIFORNIA WATERSHED ENGINEERING CORP.		1,771.50		
CAM GUARD SECURITY, INC.				
3/29/2010	201372	21.16		
			REFUND-BUS LIC OVRPMT	21.16
	Vendor Total	21.16		
FYTD for CAM GUARD SECURITY, INC.		21.16		
CANNON, ANA M.				
3/1/2010	200814	318.73		
			RETIREE MEDICAL BENEFIT	318.73
	Vendor Total	318.73		
FYTD for CANNON, ANA M.		956.19		
CANON BUSINESS SOLUTIONS, INC.				
3/8/2010	201012	2,002.20		
			COPIER SVC-STARS	2,002.20
	Vendor Total	2,002.20		
FYTD for CANON BUSINESS SOLUTIONS, INC.		28,143.19		
CANON FINANCIAL SERVICES, INC.				
3/22/2010	201227	7,590.68		
			COPIER LEASE-BASE	7,059.29
			COPIER LEASE-SALES TAX	531.39
	Vendor Total	7,590.68		
FYTD for CANON FINANCIAL SERVICES, INC.		68,316.12		
CANTERBURY, JENNIFER				
3/1/2010	200815	20.00		
			REFUND-RABIES DEP	20.00
3/8/2010	201013	50.00		
			REFUND-ANML SVC FEES	30.00
			REFUND-ANML SVC FEES	10.00
			REFUND-ANML SVC FEES	10.00
	Vendor Total	70.00		
FYTD for CANTERBURY, JENNIFER		70.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CARBONE, GABRIELA				
3/1/2010	200816	264.00		
			INSTRUCTOR SVCS-FOLKLORIC DNC	216.00
			INSTRUCTOR SVCS-FOLKLORIC DNC	48.00
3/22/2010	201228	117.00		
			INSTRUCTOR SVCS-FOLKLORIC DNC	117.00
Vendor Total		381.00		
FYTD for CARBONE, GABRIELA		381.00		
CARON BROADCASTING, INC				
3/8/2010	201014	5,700.00		
			RADIO ADVERTISING SVC	5,700.00
3/29/2010	201373	300.00		
			RADIO ADVERTISING SVC	300.00
Vendor Total		6,000.00		
FYTD for CARON BROADCASTING, INC		6,000.00		
CARPENTER, BREANNA				
3/1/2010	200817	30.00		
			REFUND-ANML SVC FEES	20.00
			REFUND-ANML SVC FEES	10.00
Vendor Total		30.00		
FYTD for CARPENTER, BREANNA		30.00		
CASA BUENA & CASA LYNNDA APARTMENTS, LLC				
3/29/2010	201374	81.00		
			REFUND-BUS LIC OVRPMT	81.00
Vendor Total		81.00		
FYTD for CASA BUENA & CASA LYNNDA APARTMENTS, LLC		81.00		
CASKEY, DEBRA C.				
3/1/2010	200818	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for CASKEY, DEBRA C.		2,231.12		
CDI CORPORATION				
3/29/2010	201375	47.21		
			REFUND-BUS LIC OVRPMT	47.21
Vendor Total		47.21		
FYTD for CDI CORPORATION		47.21		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CELL-CRETE CORPORATION				
3/29/2010	201376	72.64	REFUND-BUS LIC OVRPMT	72.64
Vendor Total		72.64		
FYTD for CELL-CRETE CORPORATION		72.64		
CERTIFIED CREDIT REPORTING, INC				
3/29/2010	201377	55.32	CREDIT PROFILE SVCS-RDA	55.32
Vendor Total		55.32		
FYTD for CERTIFIED CREDIT REPORTING, INC		177.85		
CHANCY, CHIZURU				
3/8/2010	201015	140.40	INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
			INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
			INSTRUCTOR SVCS-HAWAIIAN DANCE	46.80
Vendor Total		140.40		
FYTD for CHANCY, CHIZURU		1,263.60		
CHAPMAN, STEVE				
3/1/2010	200819	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for CHAPMAN, STEVE		2,868.57		
CHAPPELL, ISAAC				
3/1/2010	200820	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for CHAPPELL, ISAAC		2,868.57		
CHERRY VALLEY FEED				
3/8/2010	201016	78.08	DOG FOOD-K9 MAX	78.08
Vendor Total		78.08		
FYTD for CHERRY VALLEY FEED		1,562.79		
CHRIS FOLSOM INSURANCE AGENCY				
3/29/2010	201378	41.25	REFUND-BUS LIC OVRPMT	41.25
Vendor Total		41.25		
FYTD for CHRIS FOLSOM INSURANCE AGENCY		41.25		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CHRISTIAN, OWEN				
3/1/2010	200821	194.53	RETIREE MEDICAL BENEFIT	194.53
Vendor Total		194.53		
FYTD for CHRISTIAN, OWEN		2,026.23		
CIANCIO, ANTHONY				
3/1/2010	200822	120.00	INSTRUCTOR SVCS-SKATEBOARDING	120.00
3/22/2010	201229	30.00	INSTRUCTOR SVCS-SKATEBOARDING	30.00
Vendor Total		150.00		
FYTD for CIANCIO, ANTHONY		150.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CINTAS CORPORATION				
3/1/2010	200823	370.89		
			UNIFORM RNTL SVC-PARKS MAINT	98.01
			UNIFORM RNTL SVC-PARKS MAINT	53.01
			UNIFORM RNTL SVC-PARKS MAINT	53.01
			UNIFORM RNTL SVC-PARKS MAINT	53.01
			UNIFORM RNTL SVC-TRFFC SGNL	11.23
			UNIFORM RNTL SVC-TRFFC SGNL	11.23
			UNIFORM RNTL SVC-TRFFC SGNL	11.23
			UNIFORM RNTL SVC-SIGNING CREW	13.85
			UNIFORM RNTL SVC-SIGNING CREW	13.85
			UNIFORM RNTL SVC-SIGNING CREW	13.85
			UNIFORM RNTL SVC-CFD #1 STAFF	10.98
			UNIFORM RNTL SVC-CFD #1 STAFF	10.98
			UNIFORM RNTL SVC-FAC MAINT	16.65
3/8/2010	201017	52.71		
			UNIFORM RNTL SVC-TRAFFIC	11.23
			UNIFORM RNTL SVC-TRAFFIC	13.85
			UNIFORM RNTL SVC-CFD#1 STAFF	10.98
			UNIFORM RNTL SVC-FACILITIES	16.65
3/15/2010	201113	108.90		
			UNIFORM RNTL SVC-PURCHASING	3.96
			UNIFORM RNTL SVC-PURCHASING	3.96
			UNIFORM RNTL SVC-PURCHASING	3.96
			UNIFORM RNTL SVC-GOLF CRS CREW	5.85
			UNIFORM RNTL SVC-GOLF CRS CREW	5.85
			UNIFORM RNTL SVC-GOLF CRS CREW	5.85
			UNIFORM RNTL SVC-GOLF CRS CREW	5.85
			UNIFORM RNTL SVC-PARKS MAINT	53.01
			UNIFORM RNTL SVC-PURCHASING	3.96
			UNIFORM RNTL SVC-FACILITIES	16.65
3/22/2010	201230	289.40		
			UNIFORM RNTL SVC-GRAFFITI CREW	8.37
			UNIFORM RNTL SVC-GRAFFITI CREW	8.37
			UNIFORM RNTL SVC-MAINT CREW	16.99
			UNIFORM RNTL SVC-MAINT CREW	16.99
			UNIFORM RNTL SVC-MAINT CREW	8.37
			UNIFORM RNTL SVC-MAINT CREW	8.37
			UNIFORM RNTL SVC-ST SWEEP CREW	5.58
			UNIFORM RNTL SVC-ST SWEEP CREW	5.58
			UNIFORM RNTL SVC-STRM DRN CREW	2.79
			UNIFORM RNTL SVC-STRM DRN CREW	2.79
			UNIFORM RNTL SVC-ST MAINT CREW	47.07
			UNIFORM RNTL SVC-ST MAINT CREW	69.27
			UNIFORM RNTL SVC-MAINT CREW	8.37
			UNIFORM RNTL SVC-MAINT CREW	8.37
			UNIFORM RNTL SVC-TRFFC CREW	11.23
			UNIFORM RNTL SVC-TRFFC CREW	11.23
			UNIFORM RNTL SVC-TRFFC CREW	13.85
			UNIFORM RNTL SVC-TRFFC CREW	13.85
			UNIFORM RNTL SVC-CFD #1 STAFF	10.98
			UNIFORM RNTL SVC-CFD #1 STAFF	10.98
3/29/2010	201379	133.65		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			UNIFORM RNTL SVC-PARK MAINT	53.01
			UNIFORM RNTL SVC-PARK MAINT	53.01
			UNIFORM RNTL SVC-FAC MAINT	16.65
			UNIFORM RNTL SVC-CFD #1 STAFF	10.98
Vendor Total		955.55		
FYTD for CINTAS CORPORATION		5,064.10		
CINTAS DOCUMENT MANAGEMENT				
3/8/2010	201018	47.86		
			ANNUAL DOCUMENT PURGE SVC	47.86
Vendor Total		47.86		
FYTD for CINTAS DOCUMENT MANAGEMENT		47.86		
CITRUS BELT CHAPTER, I.C.C.				
3/22/2010	201231	200.00		
			3/23/10 SEMINAR-DISABLED ACCES	100.00
			3/23/10 SEMINAR-DISABLED ACCES	100.00
Vendor Total		200.00		
FYTD for CITRUS BELT CHAPTER, I.C.C.		200.00		
CITY OF FOSTER				
3/15/2010	201114	1,500.00		
			CALOPPS ANNUAL FEE-2010	1,500.00
Vendor Total		1,500.00		
FYTD for CITY OF FOSTER		1,500.00		
CITY OF INDIO				
3/8/2010	201019	45.00		
			LCC MEETING	45.00
3/22/2010	201232	45.00		
			3/22/10 LCC GENERAL MTG.	45.00
Vendor Total		90.00		
FYTD for CITY OF INDIO		90.00		
CITY OF MORENO VALLEY VEBA TRUST				
3/15/2010	201115	4,037.50		
			EXEMPT VEBA	4,037.50
Vendor Total		4,037.50		
FYTD for CITY OF MORENO VALLEY VEBA TRUST		38,100.00		
CITY OF RIVERSIDE				
3/1/2010	200824	989.40		
			TRAFFIC SIGNALS SHARED COST	989.40
Vendor Total		989.40		
FYTD for CITY OF RIVERSIDE		1,508.85		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
CITY OF TUSTIN				
3/15/2010	201116	275.00	MEMBERSHIP RENEWAL-HR DEPT.	275.00
Vendor Total		275.00		
FYTD for CITY OF TUSTIN		275.00		
CLARY ROOFING				
3/29/2010	201380	92.03	REFUND-BUS LIC OVRPMT	92.03
Vendor Total		92.03		
FYTD for CLARY ROOFING		92.03		
COBBS, JOE				
3/15/2010	201117	20.00	RABIES DEPOSIT REFUND	20.00
Vendor Total		20.00		
FYTD for COBBS, JOE		95.00		
COHEN & GOLDFRIED				
3/22/2010	201233	888.36	LEGAL SVCS-GENERAL	888.36
Vendor Total		888.36		
FYTD for COHEN & GOLDFRIED		8,785.86		
COLONIAL SUPPLEMENTAL INSURANCE				
3/1/2010	200825	7,137.63	SUPPLEMENTAL INSURANCE	7,137.63
3/29/2010	201381	7,137.63	SUPPLEMENTAL INSURANCE	7,137.63
Vendor Total		14,275.26		
FYTD for COLONIAL SUPPLEMENTAL INSURANCE		71,916.15		
COMFORT AIR				
3/29/2010	201382	75.00	REFUND-BUS LIC OVRPMT	75.00
Vendor Total		75.00		
FYTD for COMFORT AIR		75.00		
COMFORT ZONE HVAC				
3/29/2010	201383	23.31	REFUND-BUS LIC OVRPMT	23.31
Vendor Total		23.31		
FYTD for COMFORT ZONE HVAC		23.31		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COMMUNITY BANK				
3/10/2010	91405	8,602.32	RETENTION PMT-PROJ 08-12556330	8,602.32
Vendor Total		8,602.32		
FYTD for COMMUNITY BANK		102,331.51		
COMMUNITY HEALTH CHARITIES				
3/1/2010	200826	151.47	CHC CONTRIBUTIONS	151.47
3/15/2010	201118	151.47	CHC CONTRIBUTIONS	151.47
3/29/2010	201384	151.47	CHC CONTRIBUTIONS	151.47
Vendor Total		454.41		
FYTD for COMMUNITY HEALTH CHARITIES		7,715.49		
CONTINUING EDUCATION OF THE BAR				
3/1/2010	200827	128.10	LEGAL SUBSCRIPTION	128.10
Vendor Total		128.10		
FYTD for CONTINUING EDUCATION OF THE BAR		647.98		
CONTRACT CARPET CORPORATION				
3/29/2010	201385	81.62	REFUND-BUS LIC OVRPMT	81.62
Vendor Total		81.62		
FYTD for CONTRACT CARPET CORPORATION		81.62		
CONVERSE CONSULTANTS				
3/29/2010	201386	86.50	REFUND-BUS LIC OVRPMT	86.50
Vendor Total		86.50		
FYTD for CONVERSE CONSULTANTS		86.50		
CONWAY DATA DBA SITE SELECTION MAGAZINE				
3/29/2010	201387	5,890.00	ADVERTISING SVCS-EDD	5,890.00
Vendor Total		5,890.00		
FYTD for CONWAY DATA DBA SITE SELECTION MAGAZINE		5,890.00		
COPPRUE, SAM				
3/15/2010	201119	41.00	LICENSE FEE REFUND	41.00
Vendor Total		41.00		
FYTD for COPPRUE, SAM		41.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COSTCO				
3/1/2010	200828	237.39		
			MISC SUPPLIES-STARS	134.96
			MISC SUPPLIES-STARS	62.76
			MISC SUPPLIES-EDD	39.67
3/8/2010	201020	794.81		
			MISC SUPPLIES-STARS	196.81
			MISC SUPPLIES-STARS	152.53
			MISC SUPPLIES-STARS	173.34
			MISC SUPPLIES-STARS	272.13
3/22/2010	201234	763.45		
			MISC SUPPLIES-STARS	124.57
			MISC SUPPLIES-CHILDS PLC	57.39
			MISC SUPPLIES-SKATE PK	581.49
3/29/2010	201388	2,784.42		
			MISC SUPPLIES-STARS	169.16
			MISC SUPPLIES-STARS	31.07
			MISC SUPPLIES-STARS	163.69
			MISC SUPPLIES-STARS	79.64
			MISC SUPPLIES-STARS	229.12
			MISC SUPPLIES-STARS	316.06
			MISC SUPPLIES-STARS	577.47
			MISC SUPPLIES-STARS	690.17
			MISC SUPPLIES-STARS	284.33
			MISC SUPPLIES-STARS	19.24
			MISC SUPPLIES-STARS	88.18
			MISC SUPPLIES-CHILDS PLC	136.29
Vendor Total		4,580.07		
FYTD for COSTCO		41,721.33		
COUNSELING TEAM, THE				
3/8/2010	201021	1,250.00		
			EMP COUNSELING SVCS	1,250.00
Vendor Total		1,250.00		
FYTD for COUNSELING TEAM, THE		10,000.00		
COUNTRY SQUIRE ESTATES				
3/15/2010	201120	63.16		
			REFUND-UUT USER TAXES	63.16
Vendor Total		63.16		
FYTD for COUNTRY SQUIRE ESTATES		443.41		
COUNTY OF RIVERSIDE - RMAP				
3/22/2010	201235	41.25		
			RECORDATION RQSTS-LD	41.25
Vendor Total		41.25		
FYTD for COUNTY OF RIVERSIDE - RMAP		325.35		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
COUNTY OF RIVERSIDE-TLMA-GIS				
3/22/2010	201236	1,064.56	TRAFFIC SIGNAL INSPECTION	1,064.56
Vendor Total		1,064.56		
FYTD for COUNTY OF RIVERSIDE-TLMA-GIS		3,864.56		
CRANE ARCHITECTURAL GROUP				
3/8/2010	201022	1,300.00	PUB SFTY BLDG CONVERSION PROJ	1,300.00
Vendor Total		1,300.00		
FYTD for CRANE ARCHITECTURAL GROUP		4,295.00		
CTAI PACIFIC GREENSCAPE				
3/15/2010	880188	4,897.13	LNDSKP MAINT-ZONE DSG1W	4,897.13
Vendor Total		4,897.13		
FYTD for CTAI PACIFIC GREENSCAPE		47,014.04		
CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH				
3/8/2010	201023	578.00	HEALTH PERMIT FEE-BETHUNE PK	578.00
3/29/2010	201390	6,199.73	VECTOR CONTROL SVCS	1,684.59
			VECTOR CONTROL SVCS	4,399.14
			PERMIT RNWL-MORRISON PK	116.00
Vendor Total		6,777.73		
FYTD for CTY OF RIV DEPT OF ENVIRONMENTAL HEALTH		31,051.61		
CUFF, STEPHANIE CERVANTES				
3/1/2010	200829	27.00	MILEAGE REIMBURSEMENT	27.00
Vendor Total		27.00		
FYTD for CUFF, STEPHANIE CERVANTES		27.00		
D & D SERVICES DBA D & D DISPOSAL, INC.				
3/1/2010	200830	745.00	DISPOSAL SVC-ANML SVCS	745.00
3/22/2010	201237	745.00	DISPOSAL SVCS-ANML SVCS	745.00
Vendor Total		1,490.00		
FYTD for D & D SERVICES DBA D & D DISPOSAL, INC.		6,855.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
D R I RESIDENTIAL CORPORATION				
3/29/2010	201391	93.50	REFUND-BUS LIC OVRPMT	93.50
Vendor Total		93.50		
FYTD for D R I RESIDENTIAL CORPORATION		93.50		
D.J.L. AUDIO/VIDEO SPECIALISTS				
3/8/2010	201024	6,247.69	TRAINING PODIUM	5,745.00
			TRAINING PODIUM-SALES TAX	502.69
Vendor Total		6,247.69		
FYTD for D.J.L. AUDIO/VIDEO SPECIALISTS		6,247.69		
DAACOM COMMUNICATIONS				
3/29/2010	201392	88.47	REFUND-BUS LIC OVRPMT	88.47
Vendor Total		88.47		
FYTD for DAACOM COMMUNICATIONS		88.47		
DAILY JOURNAL CORPORATION				
3/29/2010	201393	5,596.00	ADVERTISING SVCS-EDD	2,798.00
			ADVERTISING SVCS-EDD	2,798.00
Vendor Total		5,596.00		
FYTD for DAILY JOURNAL CORPORATION		5,596.00		
DALE, KATHLEEN				
3/1/2010	200831	315.59	RETIREE MEDICAL BENEFIT	315.59
Vendor Total		315.59		
FYTD for DALE, KATHLEEN		2,842.95		
DATA TICKET, INC.				
3/8/2010	201025	105.00	CITATION APPLIC MAINT/SUPPORT	105.00
3/22/2010	880215	2,510.61	CITATION PRCSSNG-CODE	2,510.61
Vendor Total		2,615.61		
FYTD for DATA TICKET, INC.		122,524.40		
DATAQUICK CORPORATE HEADQUARTERS				
3/22/2010	201238	130.50	ONLINE SVCS-PD	130.50
Vendor Total		130.50		
FYTD for DATAQUICK CORPORATE HEADQUARTERS		2,074.50		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DAVID LANE APARTMENTS				
3/29/2010	201394	24.81	REFUND-BUS LIC OVRPMT	24.81
Vendor Total		24.81		
FYTD for DAVID LANE APARTMENTS		24.81		
DAVID TURCH & ASSOCIATES				
3/15/2010	201121	13,752.00	FEDERAL LEGISLATIVE REP SVCS	13,752.00
Vendor Total		13,752.00		
FYTD for DAVID TURCH & ASSOCIATES		13,752.00		
DELTA DENTAL				
3/8/2010	201026	11,452.43	EMPLOYEE DENTAL INSURANCE	11,452.43
Vendor Total		11,452.43		
FYTD for DELTA DENTAL		103,169.21		
DELTACARE USA				
3/8/2010	201027	6,310.50	EMPLOYEE DENTAL INSURANCE	6,310.50
Vendor Total		6,310.50		
FYTD for DELTACARE USA		60,888.21		
DIAMOND WIRELESS, LLC				
3/29/2010	201396	33.38	REFUND-BUS LIC OVRPMT	33.38
Vendor Total		33.38		
FYTD for DIAMOND WIRELESS, LLC		33.38		
DIAZ, MICHAEL				
3/29/2010	201397	37.60	REFUND-KUNG FU CLASS	37.60
Vendor Total		37.60		
FYTD for DIAZ, MICHAEL		37.60		
DIEDERICHS & ELCONIN				
3/8/2010	201028	492.50	LEGAL SERVICES	492.50
Vendor Total		492.50		
FYTD for DIEDERICHS & ELCONIN		50,430.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DISCOUNT TOBACCO				
3/29/2010	201398	31.00		
			REFUND-BUS LIC OVRPMT	31.00
Vendor Total		31.00		
FYTD for DISCOUNT TOBACCO		31.00		
DLS LANDSCAPE, INC				
3/29/2010	201399	12,390.00		
			LANDSCAPE MAINT-ZONE A	10,230.00
			LANDSCAPE MAINT-CFD #1	2,160.00
Vendor Total		12,390.00		
FYTD for DLS LANDSCAPE, INC		111,510.00		
DONAHUE APPRAISAL ASSOCIATES				
3/1/2010	200832	18,300.00		
			PERRIS BLVD WIDENING PROJ SVCS	18,300.00
3/15/2010	880189	5,140.00		
			PERRIS BLVD WIDENING PROJ SVCS	5,140.00
Vendor Total		23,440.00		
FYTD for DONAHUE APPRAISAL ASSOCIATES		50,480.00		
DORY, ALLEEN F.				
3/1/2010	200833	8.77		
			RETIREE MEDICAL BENEFIT	8.77
Vendor Total		8.77		
FYTD for DORY, ALLEEN F.		2,558.61		
DOSS, GWEN				
3/8/2010	201029	50.00		
			REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for DOSS, GWEN		50.00		
DREXLER, DAVID				
3/15/2010	201122	195.00		
			PER DIEM-CSAIA SPRING CONF.	195.00
Vendor Total		195.00		
FYTD for DREXLER, DAVID		195.00		
DURAN, BLANCA				
3/8/2010	201030	273.00		
			INSTRUCTOR SVCS-FOLKLORIC DANC	273.00
Vendor Total		273.00		
FYTD for DURAN, BLANCA		1,911.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
DURBIN, LYNN J.				
3/29/2010	201400	75.00	REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for DURBIN, LYNN J.		75.00		
E.R. BLOCK PLUMBING & HEATING, INC.				
3/15/2010	201123	4,822.16	BACKFLOW TESTING	254.80
			BACKFLOW TESTING	72.80
			BACKFLOW TESTING	36.40
			BACKFLOW TESTING	36.40
			BACKFLOW TESTING	655.20
			BACKFLOW TESTING	36.40
			BACKFLOW TESTING-TR 30320	36.40
			BACKFLOW TESTING-ZONE M	72.80
			BACKFLOW RPLCMNT-E1	568.44
			BACKFLOW RPLCMNT-E1	170.00
			BACKFLOW RPLCMNT-TR 21597	568.44
			BACKFLOW RPLCMNT-TR 21597	170.00
			BACKFLOW RPLCMNT-TR 22371	568.44
			BACKFLOW RPLCMNT-TR 22371	170.00
			BACKFLOW RPLCMNT-TR 20525	532.82
			BACKFLOW RPLCMNT-TR 20525	170.00
			BACKFLOW RPLCMNT-TR 16768	532.82
			BACKFLOW RPLCMNT-TR 16768	170.00
3/22/2010	201239	72.80	BACKFLOW TESTING-ZN M	72.80
3/29/2010	201401	3,996.22	INVESTIG. UNDERGRND SEWER LEAK	97.50
			BACKFLOW RPLCMNT-E2	568.44
			BACKFLOW RPLCMNT-E2	170.00
			BACKFLOW RPLCMNT-E2	568.44
			BACKFLOW RPLCMNT-E2	170.00
			BACKFLOW RPLCMNT-E2	568.44
			BACKFLOW RPLCMNT-E2	170.00
			BACKFLOW RPLCMNT-E2	568.44
			BACKFLOW RPLCMNT-E2	170.00
			BACKFLOW RPLCMNT-E2	689.96
			BACKFLOW RPLCMNT-E2	255.00
Vendor Total		8,891.18		
FYTD for E.R. BLOCK PLUMBING & HEATING, INC.		27,494.35		
E2I NET DESIGN, LLC				
3/29/2010	201402	1,310.00	DATA CMMND POST UPDATE-PD	500.00
			DATA CMMND POST UPDATE-PD	810.00
Vendor Total		1,310.00		
FYTD for E2I NET DESIGN, LLC		6,565.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EADIE AND PAYNE LLP.				
3/15/2010	201124	3,815.00		
			CONSULTING SVCS-CAFR PREP	2,000.00
			CONSULTING SVCS-CAFR PREP	1,815.00
	Vendor Total	3,815.00		
FYTD for EADIE AND PAYNE LLP.		25,615.00		
EARTH BASICS CONTRACTING				
3/29/2010	201403	71.59		
			REFUND-BUS LIC OVRPMT	71.59
	Vendor Total	71.59		
FYTD for EARTH BASICS CONTRACTING		71.59		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EASTERN MUNICIPAL WATER DISTRICT				
3/1/2010	200834	1,916.45		
			WATER CHRGS FOR JANUARY	99.21
			WATER CHRGS FOR JANUARY	80.54
			WATER CHRGS FOR JANUARY	311.30
			WATER CHRGS FOR JANUARY	258.27
			WATER CHRGS FOR JANUARY	1,167.13
3/8/2010	201031	6,700.43		
			RCLMD WATER-ST. SWEEPING PRGM	72.62
			RCLMD WATER-ST. SWEEPING PRGM	72.62
			RCLMD WATER-DRAIN MAINT PRGM	75.49
			WATER CHRGS FOR FEBRUARY	57.31
			WATER CHRGS FOR FEBRUARY	242.62
			WATER CHRGS FOR FEBRUARY	279.24
			WATER CHRGS FOR FEBRUARY	1,649.20
			WATER CHRGS FOR FEBRUARY	229.12
			WATER CHRGS FOR FEBRUARY	90.34
			WATER CHRGS FOR FEBRUARY	2,087.54
			WATER CHRGS FOR FEBRUARY	575.56
			WATER CHRGS FOR FEBRUARY	610.44
			WATER CHRGS FOR FEBRUARY	14.28
			WATER CHRGS FOR FEBRUARY	166.03
			WATER CHRGS FOR FEBRUARY	40.26
			WATER CHRGS FOR FEBRUARY	282.91
			WATER CHRGS FOR FEBRUARY	36.34
			WATER CHRGS FOR FEBRUARY	118.51
3/15/2010	201125	6,137.14		
			WATER CHRGS FOR FEBRUARY	57.77
			WATER CHRGS FOR FEBRUARY	587.40
			WATER CHRGS FOR FEBRUARY	34.80
			WATER CHRGS FOR FEBRUARY	894.05
			WATER CHRGS FOR FEBRUARY	1,853.27
			WATER CHRGS FOR FEBRUARY	450.50
			WATER CHRGS FOR FEBRUARY	433.73
			WATER CHRGS FOR FEBRUARY	561.72
			WATER CHRGS FOR FEBRUARY	59.83
			WATER CHRGS FOR FEBRUARY	444.76
			WATER CHRGS FOR FEBRUARY	196.39
			WATER CHRGS FOR FEBRUARY	96.36
			WATER CHRGS FOR FEBRUARY	185.21
			WATER CHRGS FOR FEBRUARY	155.95
			WATER CHRGS FOR FEBRUARY	125.40
3/22/2010	201240	10,545.32		
			WATER CHRGS FOR FEBRUARY	552.58
			WATER CHRGS FOR FEBRUARY	768.53
			WATER CHRGS FOR FEBRUARY	174.03
			WATER CHRGS FOR FEBRUARY	563.47
			WATER CHRGS FOR FEBRUARY	93.52
			WATER CHRGS FOR FEBRUARY	1,399.73
			WATER CHRGS FOR FEBRUARY	254.88
			WATER CHRGS FOR FEBRUARY	219.67
			WATER CHRGS FOR FEBRUARY	768.00
			WATER CHRGS FOR FEBRUARY	1,054.21



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			WATER CHRGS FOR FEBRUARY	578.67
			WATER CHRGS FOR FEBRUARY	1,193.84
			WATER CHRGS FOR FEBRUARY	217.16
			WATER CHRGS FOR FEBRUARY	102.22
			WATER CHRGS FOR FEBRUARY	26.39
			WATER CHRGS FOR FEBRUARY	201.20
			WATER CHRGS FOR FEBRUARY	467.16
			WATER CHRGS FOR FEBRUARY	75.36
			WATER CHRGS FOR FEBRUARY	175.52
			WATER CHRGS FOR FEBRUARY	409.03
			WATER CHRGS FOR FEBRUARY	247.21
			WATER CHRGS FOR FEBRUARY	198.10
			WATER CHRGS FOR FEBRUARY	195.29
			WATER CHRGS FOR FEBRUARY	170.15
			WATER CHRGS FOR FEBRUARY	268.33
			WATER CHRGS FOR FEBRUARY	171.07

3/29/2010 201404 4,558.60

WATER CHRGS FOR FEBRUARY	55.42
WATER CHRGS FOR FEBRUARY	379.81
WATER CHRGS FOR FEBRUARY	328.42
WATER CHRGS FOR MARCH	9.69
WATER CHRGS FOR MARCH	248.68
WATER CHRGS FOR MARCH	1,106.61
WATER CHRGS FOR MARCH	296.97
WATER CHRGS FOR MARCH	35.17
WATER CHRGS FOR MARCH	1,786.34
WATER CHRGS FOR MARCH	297.15
WATER CHRGS FOR MARCH	14.34

Vendor Total 29,857.94

FYTD for EASTERN MUNICIPAL WATER DISTRICT 856,610.16

EDGELANE MOBILE PARK

3/15/2010 880190 24.43

REFUND-UUT USER TAXES	11.91
REFUND-UUT USER TAXES	12.52

Vendor Total 24.43

FYTD for EDGELANE MOBILE PARK 86.20

EDWARDS TECHNOLOGIES, INC.

3/29/2010 201405 315.00

VIDEO SWITCHER SERVICE	315.00
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Vendor Total 315.00

FYTD for EDWARDS TECHNOLOGIES, INC. 315.00

EGGERSTEN, ANNE

3/1/2010 200835 305.60

RETIREE MEDICAL BENEFIT	305.60
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Vendor Total 305.60

FYTD for EGGERSTEN, ANNE 2,532.63



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EL DORADO POINTE - MANAGEMENT				
3/29/2010	201406	236.46	REFUND-BUS LIC OVRPMT	236.46
Vendor Total		236.46		
FYTD for EL DORADO POINTE - MANAGEMENT		236.46		
ELITE JANITORIAL, INC.				
3/8/2010	201032	100.00	CLEANING SVCS-DUST MOPS	100.00
Vendor Total		100.00		
FYTD for ELITE JANITORIAL, INC.		514.86		
ELLIS, CRYSTAL				
3/29/2010	201407	29.95	REFUND-LOST BOOK FEE	29.95
Vendor Total		29.95		
FYTD for ELLIS, CRYSTAL		29.95		
ELTAIRBY, HODA				
3/8/2010	201033	86.00	REFUND-BSKTBL REGIST	86.00
Vendor Total		86.00		
FYTD for ELTAIRBY, HODA		86.00		
EMPIRE MOWER				
3/15/2010	201126	18.67	MISC EQUIPMNT SUPPLIES	18.67
Vendor Total		18.67		
FYTD for EMPIRE MOWER		403.33		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ENCO UTILITY SERVICES MORENO VALLEY LLC				
3/1/2010	200836	4,703.15		
			PROF SVC-GIS DATABASE CONV	1,760.10
			PROF SVC-WASTE MGT TRNSFR STN	174.35
			PROF SVC-PM 35629	704.06
			PROF SVC-LIGHT REMOVAL	1,092.50
			PROF SVC-FRAZEE DC	972.14
3/15/2010	201128	3,750.00		
			MAR-10 CABINET LEASE-COTTONWD	52.90
			MAR-10 CABINET LEASE-COTTONWD	1,197.10
			MAR-10 CABINET LEASE-IRIS AVE	103.57
			MAR-10 CABINET LEASE-IRIS AVE	1,146.43
			MAR-10 CABINET LEASE-INDIAN	86.92
			MAR-10 CABINET LEASE-INDIAN	1,163.08
3/22/2010	201241	8,317.96		
			LASELLE ST 12KV CIRC TIE WORK	6,031.85
			6TH CIRCUIT MOVAL SUBST. WORK	2,286.11
Vendor Total		16,771.11		
FYTD for ENCO UTILITY SERVICES MORENO VALLEY LLC		1,663,315.29		
ESRI, INC.				
3/22/2010	880216	14,137.50		
			ARCLOGISTICS SOFTWARE LICENSE	8,000.00
			ARCLOGISTICS NAVIG. LICENSE-10	2,000.00
			ARCLOGISTICS TELE ATLAS NA LIC	2,200.00
			ARCLOGISTICS TELE ATLAS LIC-10	800.00
			SALES TAX	1,137.50
Vendor Total		14,137.50		
FYTD for ESRI, INC.		58,674.08		
EVANS ENGRAVING & AWARDS				
3/1/2010	200837	65.26		
			ENGRAVING SVCS-PLAQUE	32.63
			ENGRAVING SVCS-PLAQUE	32.63
3/8/2010	201034	16.32		
			ENGRAVING SVC-PLAQUE	16.32
3/15/2010	880191	27.19		
			ENGRAVING SVCS-FIREFGHTR AWARD	27.19
3/22/2010	880217	46.76		
			ENGRAVING SVCS-EMP/QTR PLQ	35.88
			ENGRAVING SVCS-NAMEPLATE	10.88
Vendor Total		155.53		
FYTD for EVANS ENGRAVING & AWARDS		1,740.06		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
EVANS RECREATIONAL INSTALLATION INC.				
3/1/2010	200838	2,835.00		
			TOT LOT EQUIP REPAIRS	404.23
			TOT LOT EQUIP REPAIRS	2,430.77
Vendor Total		2,835.00		
FYTD for EVANS RECREATIONAL INSTALLATION INC.		8,718.82		
EWING IRRIGATION PRODUCTS, INC.				
3/8/2010	201035	491.01		
			IRRIGATION SUPPLIES	491.01
Vendor Total		491.01		
FYTD for EWING IRRIGATION PRODUCTS, INC.		12,813.91		
EXCEL LANDSCAPE, INC				
3/22/2010	201242	8,700.22		
			LANDSCAPE MAINT-E7	2,666.81
			LANDSCAPE MAINT-E15	1,070.36
			LANDSCAPE MAINT-E8	1,501.98
			LANDSCAPE MAINT-E14	3,461.07
Vendor Total		8,700.22		
FYTD for EXCEL LANDSCAPE, INC		188,585.16		
F RODGERS CORPORATION				
3/29/2010	201409	69.00		
			REFUND-BUS LIC OVRPMT	69.00
Vendor Total		69.00		
FYTD for F RODGERS CORPORATION		69.00		
FAIR HOUSING COUNCIL OF RIV CO, INC.				
3/29/2010	880243	16,415.43		
			CDBG SVCS-FRCLSR PRVNTN	1,543.26
			CDBG SVCS-FRCLSR PRVNTN	1,643.54
			CDBG SVCS-FRCLSR PRVNTN	1,694.01
			CDBG SVCS-FRCLSR PRVNTN	1,162.49
			CDBG SVCS-FRCLSR PRVNTN	941.33
			CDBG SVCS-FRCLSR PRVNTN	1,422.20
			CDBG SVCS-HOUSING	4,169.46
			CDBG SVCS-HOUSING	2,555.25
			CDBG SVCS-FRCLSR PRVNTN	1,283.89
Vendor Total		16,415.43		
FYTD for FAIR HOUSING COUNCIL OF RIV CO, INC.		39,466.62		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FAIRWAY LANDSCAPE & IRRIGATION, INC				
3/29/2010	201410	23.68		
			REFUND-BUS LIC OVRPMT	23.68
Vendor Total		23.68		
FYTD for FAIRWAY LANDSCAPE & IRRIGATION, INC		23.68		
FAMILY FISH MARKET				
3/29/2010	201411	57.49		
			REFUND-BUS LIC OVRPMT	57.49
Vendor Total		57.49		
FYTD for FAMILY FISH MARKET		57.49		
FAMILY SERVICE ASSOCIATION				
3/15/2010	201130	20,248.37		
			CASE MGMT SVCS-HPRP PRGM	6,607.96
			RENTAL ASSIST SVCS-HPRP PRGM	7,170.80
			RENTAL ARREARS SVCS-HPRP PRGM	6,469.61
3/29/2010	201412	7,978.97		
			RENTAL ARREARS SVCS-HPR	2,240.87
			RENTAL ASSIST SVCS-HPR	5,738.10
Vendor Total		28,227.34		
FYTD for FAMILY SERVICE ASSOCIATION		53,952.34		
FASHION AVENUE				
3/29/2010	201413	51.74		
			REFUND-BUS LIC OVRPMT	51.74
Vendor Total		51.74		
FYTD for FASHION AVENUE		51.74		
FEDERAL EXPRESS				
3/8/2010	201036	5.87		
			EXPRESS MAILING SVC-RISK MGT	5.87
3/22/2010	201244	43.17		
			EXPRESS MAILING SVC-HR	43.17
Vendor Total		49.04		
FYTD for FEDERAL EXPRESS		104.59		
FEENSTRA, JOHN				
3/1/2010	200839	361.25		
			RETIREE MEDICAL BENEFIT	361.25
Vendor Total		361.25		
FYTD for FEENSTRA, JOHN		3,251.25		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FILARSKY & WATT, LLP				
3/8/2010	201037	156.00	LEGAL SERVICES	156.00
Vendor Total		156.00		
FYTD for FILARSKY & WATT, LLP		6,110.00		
FIRST AMERICAN CORE LOGIC, INC.				
3/1/2010	200840	664.00	ONLINE PROP INFO-CODE	85.00
			ONLINE PROP INFO-CDD	409.00
			ONLINE PROP INFO-NSP	170.00
Vendor Total		664.00		
FYTD for FIRST AMERICAN CORE LOGIC, INC.		3,350.00		
FIRST CHOICE SERVICES				
3/1/2010	200841	117.59	EMP PAID COFFEE SVCS-CRC	44.91
			EMP PAID COFFEE SVCS-CITY YARD	72.68
3/29/2010	880244	524.97	EMP PAID COFFEE SVCS	25.24
			EMP PAID COFFEE SVCS	101.50
			EMP PAID COFFEE SVCS	112.97
			EMP PAID COFFEE SVCS	131.16
			EMP PAID COFFEE SVCS	134.10
			EMP PAID COFFEE SVCS	20.00
Vendor Total		642.56		
FYTD for FIRST CHOICE SERVICES		7,487.49		
FIRST LEGAL SERVICES, INC.				
3/29/2010	201414	163.75	LEGAL SVCS	163.75
Vendor Total		163.75		
FYTD for FIRST LEGAL SERVICES, INC.		163.75		
FITNESS 19 CA 155 11C				
3/1/2010	200842	269.00	GYM MEMBERSHIP DEDUCTIONS	269.00
3/29/2010	201415	269.00	GYM MEMBERSHIP DEDUCTIONS	269.00
Vendor Total		538.00		
FYTD for FITNESS 19 CA 155 11C		2,634.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FLORES, JESSE / JEANNINE				
3/15/2010	201131	50.00	TRAP RENTAL DEPOSIT REFUND	50.00
Vendor Total		50.00		
FYTD for FLORES, JESSE / JEANNINE		50.00		
FOCUS ESTATES, INC				
3/1/2010	200843	9,000.00	MOBILEHOME GRANT SVCS	9,000.00
3/15/2010	201132	9,000.00	MOBILEHOME GRANT SVCS	9,000.00
3/22/2010	201245	1,000.00	MOBILEHOME GRANT SVCS-RETENTN	1,000.00
3/29/2010	201416	1,000.00	MOBILEHOME GRANT SVCS-RETENTN	1,000.00
Vendor Total		20,000.00		
FYTD for FOCUS ESTATES, INC		30,000.00		
FORM PRINT COMPANY FPC GRAPHICS				
3/1/2010	200844	2,283.75	RECEIPT BOOKS-TREASURY	2,175.00
			RECEIPT BOOKS-TREASURY	108.75
Vendor Total		2,283.75		
FYTD for FORM PRINT COMPANY FPC GRAPHICS		8,070.51		
FORSTER, HAROLD				
3/15/2010	201133	50.00	TRAP RENTAL DEPOSIT REFUND	50.00
Vendor Total		50.00		
FYTD for FORSTER, HAROLD		100.00		
FOSTER, JAMES BARRY				
3/8/2010	201038	128.00	PER DIEM-ICSC 2010 IDEA EXCHNG	128.00
Vendor Total		128.00		
FYTD for FOSTER, JAMES BARRY		426.15		
FOSTER, NANCY A.				
3/1/2010	200845	315.59	RETIREE MEDICAL BENEFIT	315.59
Vendor Total		315.59		
FYTD for FOSTER, NANCY A.		949.91		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FOX, ALLAN				
3/29/2010	201417	75.00	REFUND-S/N DEPOSIT	75.00
Vendor Total		75.00		
FYTD for FOX, ALLAN		75.00		
FRANCHISE TAX BOARD				
3/1/2010	200846	1,416.95	GARNISHMENT	12.50
			GARNISHMENT	50.00
			GARNISHMENT	113.78
			GARNISHMENT	485.01
			GARNISHMENT	254.00
			GARNISHMENT	76.96
			GARNISHMENT	424.70
3/15/2010	201134	27.65	GARNISHMENT	21.57
			GARNISHMENT	6.08
3/15/2010	201135	1,028.22	GARNISHMENT	12.50
			GARNISHMENT	50.00
			GARNISHMENT	98.31
			GARNISHMENT	488.26
			GARNISHMENT	254.00
			GARNISHMENT	112.57
			GARNISHMENT	12.58
3/29/2010	201418	676.38	GARNISHMENT	12.50
			GARNISHMENT	50.00
			GARNISHMENT	359.88
			GARNISHMENT	254.00
Vendor Total		3,149.20		
FYTD for FRANCHISE TAX BOARD		10,188.76		
FRANKLIN, L. C.				
3/15/2010	201136	167.50	MILEAGE REIMBURSEMENT	167.50
Vendor Total		167.50		
FYTD for FRANKLIN, L. C.		1,241.70		
FROST, JOAN CHENG				
3/22/2010	201246	304.00	INSTRUCTION SVC-8 DAYS	304.00
Vendor Total		304.00		
FYTD for FROST, JOAN CHENG		1,178.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
FULLER, CHERIE				
3/22/2010	201247	20.00	REFUND-RABIES DEP	20.00
Vendor Total		20.00		
FYTD for FULLER, CHERIE		20.00		
FULLER, NORMA DENISE				
3/29/2010	201419	228.80	CONSULTING SVCS	228.80
Vendor Total		228.80		
FYTD for FULLER, NORMA DENISE		3,903.90		
GAMESTOP, INC.				
3/29/2010	201420	156.13	REFUND-BUS LIC OVRPMT	56.56
			REFUND-BUS LIC OVRPMT	44.80
			REFUND-BUS LIC OVRPMT	54.77
Vendor Total		156.13		
FYTD for GAMESTOP, INC.		156.13		
GARCIA, JAVIER				
3/1/2010	200847	370.19	REFUND-ANML CITATION	370.19
Vendor Total		370.19		
FYTD for GARCIA, JAVIER		370.19		
GASTON, RICHARD				
3/1/2010	200848	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for GASTON, RICHARD		2,868.57		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GENERAL SECURITY SERVICES, INC.				
3/1/2010	200849	628.94		
			SECURITY SVCS-LIBRARY	245.44
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CRC 1/23	153.40
			SECURITY SVCS-TWNGTE 1/30	107.38
3/8/2010	201039	951.08		
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-CRC	76.70
			SECURITY SVCS-TWNGTE	76.70
3/22/2010	880218	2,208.97		
			SECURITY SVCS-SR CTR	291.46
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-LIBRARY	368.16
			SECURITY SVCS-LIBRARY	368.16
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CRC	306.80
			SECURITY SVCS-CRC	230.10
			SECURITY SVCS-UT	276.13
3/29/2010	880245	732.49		
			SECURITY SVCS-LIBRARY	122.72
			SECURITY SVCS-CRC	302.97
			SECURITY SVCS-CRC	306.80
Vendor Total		4,521.48		
FYTD for GENERAL SECURITY SERVICES, INC.		41,736.43		
GEORGE SALINAS TREE PRESERVATION				
3/1/2010	200850	8,494.90		
			TREE TRIMMING SVCS-DSG1	894.20
			TREE TRIMMING SVCS-DSG2	1,117.75
			TREE TRIMMING SVCS-E2	6,482.95
Vendor Total		8,494.90		
FYTD for GEORGE SALINAS TREE PRESERVATION		87,497.47		
GES EXPOSITION SERVICES				
3/22/2010	201248	6,018.88		
			TRADESHOW SVCS-VARIOUS	6,018.88
Vendor Total		6,018.88		
FYTD for GES EXPOSITION SERVICES		6,018.88		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GIBBS, GIDEN, LOCHER, TURNER & SENET LLP				
3/8/2010	201040	2,108.50		
			LEGAL SVCS-COMM PRK SOCCER FLD	1,568.88
			LEGAL SVCS-COMM PRK SOCCER FLD	539.62
3/22/2010	880219	3,999.19		
			LEGAL SVCS-COMM PRK SOCCER FLD	3,999.19
Vendor Total		6,107.69		
FYTD for GIBBS, GIDEN, LOCHER, TURNER & SENET LLP		133,947.30		
GIRON, ANGELITA				
3/22/2010	201249	750.00		
			REFUND-RNTL DEP 2/27/10	750.00
Vendor Total		750.00		
FYTD for GIRON, ANGELITA		750.00		
GLOBAL TECHNOLOGY SYSTEMS, INC.				
3/15/2010	201138	842.72		
			LI-POLYMER BATTERIES	891.75
			SHIPPING CHARGES	22.72
			CA USE TAX ACCRUAL	-71.75
Vendor Total		842.72		
FYTD for GLOBAL TECHNOLOGY SYSTEMS, INC.		842.72		
GLOSTER, GEORGANNE				
3/29/2010	201421	240.00		
			REFUND-SEC GUARD FEE	40.00
			REFUND-RNTL DEP 3/13	200.00
Vendor Total		240.00		
FYTD for GLOSTER, GEORGANNE		240.00		
GOD'S HELPING HAND				
3/22/2010	880220	750.00		
			FOOD BANK PRGRM-CDBG	750.00
3/29/2010	880246	750.00		
			CDBG SVCS-FOOD BANK	750.00
Vendor Total		1,500.00		
FYTD for GOD'S HELPING HAND		6,499.88		
GONG ENTERPRISES, INC.				
3/8/2010	201041	200.00		
			PLAN CHECK SVCS-TM 32505	200.00
Vendor Total		200.00		
FYTD for GONG ENTERPRISES, INC.		3,764.50		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GOZDECKI, DAN				
3/8/2010	201042	567.00		
			INSTRUCTOR SVCS-KUNG FU YTH	243.00
			INSTRUCTOR SVCS-KUNG FU ADLT	324.00
Vendor Total		567.00		
FYTD for GOZDECKI, DAN		5,508.00		
GRAFFITI TRACKER, INC.				
3/22/2010	880221	4,000.00		
			GRAFFITI TRACK SVCS	4,000.00
Vendor Total		4,000.00		
FYTD for GRAFFITI TRACKER, INC.		28,000.00		
GRANADOS, BONNIE				
3/1/2010	200851	29.60		
			REFUND-HIP HOP CLASS	29.60
Vendor Total		29.60		
FYTD for GRANADOS, BONNIE		29.60		
GRANICUS, INC.				
3/15/2010	201139	1,655.22		
			PODCASTING MANAGED SVCS	130.00
			PODCASTING MANAGED SVCS	130.00
			MAR-10 MANAGED SVCS	1,350.00
			MAR-10 MANAGED SVCS	45.22
Vendor Total		1,655.22		
FYTD for GRANICUS, INC.		12,816.98		
GREGG ELECTRIC, INC				
3/29/2010	201422	55.87		
			REFUND-BUS LIC OVRPMT	55.87
Vendor Total		55.87		
FYTD for GREGG ELECTRIC, INC		55.87		
GREINES, MARTIN, STEIN & RICHLAND, LLP				
3/1/2010	200852	5,269.40		
			LEGAL SVCS	2,909.83
			LEGAL SVCS	2,359.57
3/22/2010	201250	3,759.86		
			LEGAL SVCS-RISK MGT	3,759.86
Vendor Total		9,029.26		
FYTD for GREINES, MARTIN, STEIN & RICHLAND, LLP		33,192.09		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GRIFFIN, MARLENE C				
3/1/2010	200853	305.60	RETIREE MEDICAL BENEFIT	305.60
Vendor Total		305.60		
FYTD for GRIFFIN, MARLENE C		2,131.21		
GRIFFIS, CANDACE				
3/15/2010	201140	10.00	REFUND-CITATION OVERPAYMENT	10.00
Vendor Total		10.00		
FYTD for GRIFFIS, CANDACE		10.00		
GROUP DELTA CONSULTANTS, INC				
3/29/2010	201423	360.00	PUB SFTY BLDG CONVERSION PROJ	360.00
Vendor Total		360.00		
FYTD for GROUP DELTA CONSULTANTS, INC		360.00		
GUILLAN, REBECCA S.				
3/1/2010	200854	263.06	RETIREE MEDICAL BENEFIT	263.06
Vendor Total		263.06		
FYTD for GUILLAN, REBECCA S.		844.85		
GUILLIS, LINDA B.				
3/1/2010	200855	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for GUILLIS, LINDA B.		2,868.57		
GUIMONT, WILLIAM				
3/15/2010	201141	195.00	PER DIEM-CSAIA SPRING CONF.	195.00
Vendor Total		195.00		
FYTD for GUIMONT, WILLIAM		195.00		
GUTIERREZ, ROBERT				
3/1/2010	200856	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for GUTIERREZ, ROBERT		1,574.17		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
GUZMAN'S CART SERVICE				
3/15/2010	880192	4,049.00	SHOPPING CART RTRVL SVCS	4,049.00
Vendor Total		4,049.00		
FYTD for GUZMAN'S CART SERVICE		36,441.00		
H & A M CLEANING SERVICES CO				
3/29/2010	201424	33.50	REFUND-BUS LIC OVRPMT	33.50
Vendor Total		33.50		
FYTD for H & A M CLEANING SERVICES CO		33.50		
HA, PHUNG				
3/15/2010	201142	38.06	FALSE ALARM REFUND	30.00
			FALSE ALARM REFUND	8.06
Vendor Total		38.06		
FYTD for HA, PHUNG		38.06		
HAMLIN, WILLIAM R.				
3/1/2010	200857	315.59	RETIREE MEDICAL BENEFIT	315.59
Vendor Total		315.59		
FYTD for HAMLIN, WILLIAM R.		2,922.45		
HANES, MARTIN D.				
3/1/2010	200858	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for HANES, MARTIN D.		2,868.57		
HANIGAN BUSINESS FORMS				
3/15/2010	880193	1,598.19	PARKING VIOLATION NOTICE BOOKS	1,452.90
			PARKING VIOLATION NOTICE BOOKS	145.29
Vendor Total		1,598.19		
FYTD for HANIGAN BUSINESS FORMS		7,391.43		
HANSON, GEORGE				
3/15/2010	201143	571.00	TRAVEL EXP-CMUA ANNL CONF.	342.00
			TRAVEL EXP-CMUA ANNL CONF.	229.00
Vendor Total		571.00		
FYTD for HANSON, GEORGE		628.27		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HARDING, JOHN S.				
3/1/2010	200859	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for HARDING, JOHN S.		2,868.57		
HARRIS & ASSOCIATES, INC.				
3/22/2010	880222	4,226.40	PLAN CHECK SVCS-TR 32716	4,226.40
Vendor Total		4,226.40		
FYTD for HARRIS & ASSOCIATES, INC.		314,448.02		
HARTMANN, RICK				
3/1/2010	200860	637.46	RETIREE MEDICAL BENEFIT	637.46
Vendor Total		637.46		
FYTD for HARTMANN, RICK		1,817.31		
HATFIELD, CHARLES				
3/1/2010	200861	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for HATFIELD, CHARLES		2,231.12		
HAUSER, ADRIANA				
3/29/2010	201425	684.00	INSTRUCTION SVC-18 DAYS	684.00
Vendor Total		684.00		
FYTD for HAUSER, ADRIANA		2,508.00		
HDL COREN & CONE				
3/15/2010	201145	4,387.50	JAN-MAR'10 PROP TAX MAINT SVCS	4,387.50
Vendor Total		4,387.50		
FYTD for HDL COREN & CONE		15,074.91		
HDL/HINDERLITER DE LLAMAS & ASSOCIATES				
3/1/2010	200862	5,017.37	CONTRACT SVCS-4TH QTR SALES TA	900.00
			CONTRACT SVCS-SALES TAX AUDIT	4,117.37
Vendor Total		5,017.37		
FYTD for HDL/HINDERLITER DE LLAMAS & ASSOCIATES		11,784.51		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HEERY INTERNATIONAL, INC.				
3/1/2010	200863	4,560.00	NEW MAIN LIBRARY PROJ SVCS	4,560.00
Vendor Total		4,560.00		
FYTD for HEERY INTERNATIONAL, INC.		197,572.75		
HEFFLEY, ROSS W.				
3/1/2010	200864	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for HEFFLEY, ROSS W.		2,231.12		
HERRICK, ROBERT D.				
3/1/2010	200865	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for HERRICK, ROBERT D.		2,868.57		
HICKS, MAYRA				
3/15/2010	201146	30.00	FALSE ALARM REFUND	30.00
Vendor Total		30.00		
FYTD for HICKS, MAYRA		30.00		
HIGGS, DEBRA				
3/1/2010	200866	144.00	INSTRUCTOR SVCS-OIL PAINTING	144.00
Vendor Total		144.00		
FYTD for HIGGS, DEBRA		864.00		
HOBBS, DIANN FAYE				
3/15/2010	201147	150.00	REFUND-CITATION OVERPAYMENT	50.00
			REFUND-CITATION OVERPAYMENT	100.00
Vendor Total		150.00		
FYTD for HOBBS, DIANN FAYE		150.00		
HODGE PRODUCTS, INC.				
3/1/2010	200867	468.02	PADLOCKS-CFD#1	210.00
			PADLOCKS-PARKS	58.02
			PADLOCKS-PARKS	200.00
Vendor Total		468.02		
FYTD for HODGE PRODUCTS, INC.		468.02		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
HOFF, JALDA				
3/15/2010	201148	95.00		
			RABIES & SN DEPOSIT REFUND	20.00
			RABIES & SN DEPOSIT REFUND	75.00
Vendor Total		95.00		
FYTD for HOFF, JALDA		95.00		
HOUSE OF BEAUTY				
3/29/2010	201426	70.50		
			REFUND-BUS LIC OVRPMT	70.50
Vendor Total		70.50		
FYTD for HOUSE OF BEAUTY		70.50		
HOUSER, EDITH E.				
3/1/2010	200868	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for HOUSER, EDITH E.		2,868.57		
HUNTER, PHUONG				
3/8/2010	201043	256.50		
			REIMB-CWEA CONF./LONG BEACH	213.00
			REIMB-CWEA CONF./LONG BEACH	43.50
Vendor Total		256.50		
FYTD for HUNTER, PHUONG		256.50		
ICMA RETIREMENT CORP 457				
3/12/2010	2599	10,214.54		
			DEF COMP 457 03/12/10	10,214.54
Vendor Total		10,214.54		
FYTD for ICMA RETIREMENT CORP 457		289,484.90		
ICSC-INT'L. COUNCIL OF SHOPPING CENTERS				
3/1/2010	200869	3,308.62		
			ADVERTISING SVCS-EDD	3,308.62
Vendor Total		3,308.62		
FYTD for ICSC-INT'L. COUNCIL OF SHOPPING CENTERS		6,617.24		
IL SORRENTO MOBILE HOME PARK				
3/29/2010	201427	51.00		
			REFUND-BUS LIC OVRPMT	51.00
Vendor Total		51.00		
FYTD for IL SORRENTO MOBILE HOME PARK		51.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
IL SORRENTO MOBILE PARK				
3/15/2010	201149	218.18	REFUND-UUT USER TAXES	218.18
Vendor Total		218.18		
FYTD for IL SORRENTO MOBILE PARK		1,518.06		
ING USA ANNUITY & LIFE INSURANCE CO.				
3/15/2010	201150	475.00	NON-EXEMPT ANNUITY	475.00
Vendor Total		475.00		
FYTD for ING USA ANNUITY & LIFE INSURANCE CO.		4,275.00		
INLAND CONTRACTORS, INC./DBA:ENVIRO-TEST				
3/8/2010	201044	3,729.50	NUISANCE ABTMNT SVC-487470013	1,395.00
			NUISANCE ABTMNT SVC-479680001	665.00
			NUISANCE ABTMNT SVC-478181047	1,669.50
3/22/2010	201251	504.00	NUISANCE ABTMNT SVC-474152001	277.00
			NUISANCE ABTMNT SVC-474410029	227.00
Vendor Total		4,233.50		
FYTD for INLAND CONTRACTORS, INC./DBA:ENVIRO-TEST		10,927.31		
INLAND EMPIRE MAGAZINE				
3/8/2010	201045	1,295.00	ADVERTISING SVC-CRC	1,295.00
Vendor Total		1,295.00		
FYTD for INLAND EMPIRE MAGAZINE		3,885.00		
INSIDE PLANTS, INC.				
3/8/2010	201046	316.00	PLANT MAINT-CRC	316.00
Vendor Total		316.00		
FYTD for INSIDE PLANTS, INC.		2,844.00		
INTEGRATED VEGETATION MGMT.				
3/29/2010	201428	20.16	REFUND-BUS LIC OVRPMT	20.16
Vendor Total		20.16		
FYTD for INTEGRATED VEGETATION MGMT.		20.16		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
INTER CITY ENERGY SYSTEMS				
3/29/2010	201429	54.45	REFUND-BUS LIC OVRPMT	54.45
Vendor Total		54.45		
FYTD for INTER CITY ENERGY SYSTEMS		54.45		
IRON MOUNTAIN INTELLECTUAL PROPERTY MGMT				
3/1/2010	200870	700.00	ESCROW ACCT-ERP SOFTWARE	672.00
			ESCROW ACCT-ERP SOFTWARE	28.00
3/15/2010	201151	56.00	ESCROW ACCT-ERP SOFTWARE	56.00
Vendor Total		756.00		
FYTD for IRON MOUNTAIN INTELLECTUAL PROPERTY MGMT		756.00		
IRON MOUNTAIN OFF-SITE DATA PROTECTION				
3/1/2010	200871	937.03	OFFSITE DATA STORAGE	937.03
Vendor Total		937.03		
FYTD for IRON MOUNTAIN OFF-SITE DATA PROTECTION		9,624.91		
ISS SWEEPING, INC.				
3/22/2010	880223	2,265.70	STREET SWEEPING SVCS	750.20
			STREET SWEEPING SVCS	795.50
			STREET SWEEPING SVCS	720.00
Vendor Total		2,265.70		
FYTD for ISS SWEEPING, INC.		19,019.00		
J B S MECHANICAL, INC				
3/29/2010	201430	55.22	REFUND-BUS LIC OVRPMT	55.22
Vendor Total		55.22		
FYTD for J B S MECHANICAL, INC		55.22		
J D H CONTRACTING				
3/1/2010	200872	10,895.00	CONTRACT SVCS-LIBRARY DOORS	10,895.00
Vendor Total		10,895.00		
FYTD for J D H CONTRACTING		63,036.84		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
J H E ROOFING				
3/29/2010	201431	25.00	REFUND-BUS LIC OVRPMT	25.00
Vendor Total		25.00		
FYTD for J H E ROOFING		25.00		
J L SIERRA TAX SERVICES				
3/29/2010	201432	35.10	REFUND-BUS LIC OVRPMT	35.10
Vendor Total		35.10		
FYTD for J L SIERRA TAX SERVICES		35.10		
JANNEY & JANNEY ATTORNEY SVCS, INC.				
3/15/2010	201152	75.00	LEGAL COURIER DELIVERY SVCS	75.00
Vendor Total		75.00		
FYTD for JANNEY & JANNEY ATTORNEY SVCS, INC.		1,778.00		
JDEDGE SOFTWARE, LLC				
3/1/2010	880002	12,925.23	CONSULTING SVCS-SFTWR DEV	140.57
			CONSULTING SVCS-SFTWR DEV	12,784.66
3/4/2010	880003	7,185.00	CONSULTING SVCS	4,560.00
			CONSULTING SVCS	2,625.00
3/17/2010	880211	4,080.00	CONSULTING SVCS	4,080.00
Vendor Total		24,190.23		
FYTD for JDEDGE SOFTWARE, LLC		100,252.68		
JH DESIGN & ASSOCIATES				
3/29/2010	880247	0.00	NAME PLQ DISPLAY-EDD	821.00
			NAME PLQ DISPLAY-EDD	-821.00
Vendor Total		0.00		
FYTD for JH DESIGN & ASSOCIATES		7,650.00		
JOE A. GONSALVES & SON				
3/15/2010	880194	3,150.00	MAR-10 LOBBYING SVCS	3,150.00
Vendor Total		3,150.00		
FYTD for JOE A. GONSALVES & SON		28,350.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
JOHNSON, DELIA				
3/8/2010	201047	90.00	INSTRUCTOR SVCS-AEROBICS	90.00
Vendor Total		90.00		
FYTD for JOHNSON, DELIA		360.00		
JOHNSON, MALCOLM				
3/15/2010	201153	100.00	REFUND-CITATION OVERPAYMENT	100.00
Vendor Total		100.00		
FYTD for JOHNSON, MALCOLM		100.00		
JONES, SUSAN				
3/1/2010	200873	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for JONES, SUSAN		2,868.57		
K & M BARBER SHOP				
3/29/2010	201434	58.00	REFUND-BUS LIC OVRPMT	58.00
Vendor Total		58.00		
FYTD for K & M BARBER SHOP		58.00		
K D'S DONUTS				
3/29/2010	201435	25.00	REFUND-BUS LIC OVRPMT	25.00
Vendor Total		25.00		
FYTD for K D'S DONUTS		25.00		
K J CARPET WHOLESALE				
3/29/2010	201436	25.00	REFUND-BUS LIC OVRPMT	25.00
Vendor Total		25.00		
FYTD for K J CARPET WHOLESALE		25.00		
K-12 SPECIALTIES, INC.				
3/22/2010	201252	67.65	CARPET CLEANING SUPPLIES	67.65
Vendor Total		67.65		
FYTD for K-12 SPECIALTIES, INC.		202.96		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
KDM MERIDIAN, INC.				
3/15/2010	880195	3,115.00	SUNNYMD BLVD REVIT PROJ SVCS	3,115.00
Vendor Total		3,115.00		
FYTD for KDM MERIDIAN, INC.		68,235.00		
KEPLER, JANELLE				
3/1/2010	200874	44.95	MILEAGE REIMBURSEMENT	21.45
			MILEAGE REIMBURSEMENT	23.50
3/29/2010	201437	39.00	MILEAGE REIMBURSEMENT	39.00
Vendor Total		83.95		
FYTD for KEPLER, JANELLE		196.15		
KINCAID DEVELOPMENT				
3/29/2010	201439	39.46	REFUND-BUS LIC OVRPMT	39.46
Vendor Total		39.46		
FYTD for KINCAID DEVELOPMENT		39.46		
KING, PATRICIA A.				
3/1/2010	200875	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for KING, PATRICIA A.		2,231.12		
KOA CORPORATION				
3/8/2010	201048	2,251.00	RECHE VISTA DR REALIGNMNT PROJ	2,251.00
Vendor Total		2,251.00		
FYTD for KOA CORPORATION		185,312.65		
KOLB, CHARLES E.				
3/1/2010	200876	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for KOLB, CHARLES E.		2,868.57		
KOLLAR, KYLE				
3/1/2010	200877	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for KOLLAR, KYLE		956.19		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
KUNZE, MARIA				
3/15/2010	201154	75.00	REFUND-SN DEPOSIT	75.00
Vendor Total		75.00		
FYTD for KUNZE, MARIA		75.00		
KUPSAK, STEVE				
3/15/2010	201155	256.00	PER DIEM-CPRS CONFERENCE	256.00
Vendor Total		256.00		
FYTD for KUPSAK, STEVE		1,756.00		
KYLE, GARY M.				
3/1/2010	200878	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for KYLE, GARY M.		2,231.12		
LA FOLLETTE, JOHNSON, DE HASS, ET AL				
3/22/2010	201253	16,058.05	LEGAL SVCS-RISK MGT	16,058.05
Vendor Total		16,058.05		
FYTD for LA FOLLETTE, JOHNSON, DE HASS, ET AL		85,558.09		
LACAVA, DEANNA				
3/22/2010	201254	50.00	REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for LACAVA, DEANNA		50.00		
LAFATA, JOSEPHINE				
3/1/2010	200879	315.59	RETIREE MEDICAL BENEFIT	315.59
Vendor Total		315.59		
FYTD for LAFATA, JOSEPHINE		2,842.95		
LAINEZ, RAFAEL E.				
3/22/2010	201255	20.00	REFUND-RABIES DEP	20.00
Vendor Total		20.00		
FYTD for LAINEZ, RAFAEL E.		20.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LAKESHORE VILLAGE CLEANERS				
3/29/2010	201440	50.00	REFUND-BUS LIC OVRPMT	50.00
Vendor Total		50.00		
FYTD for LAKESHORE VILLAGE CLEANERS		50.00		
LANG, TRACEY				
3/22/2010	201256	152.00	INSTRUCTION SVC-4 DAYS	152.00
Vendor Total		152.00		
FYTD for LANG, TRACEY		532.00		
LANGSTON MOTORSPORTS				
3/1/2010	200880	260.24	MOTORCYCLE RPR-PARTS	175.07
			MOTORCYCLE RPR-LABOR	48.00
			MOTORCYCLE RPR-PARTS	37.17
3/8/2010	201049	729.89	MOTORCYCLE RPR-LABOR	16.00
			MOTORCYCLE RPR-PARTS	21.74
			MOTORCYCLE RPR-LABOR	480.00
			MOTORCYCLE RPR-PARTS	52.15
			MOTORCYCLE RPR-LABOR	160.00
3/15/2010	201156	122.87	SHIFT ASSAULT GLOVES	12.99
			HELMET	99.99
			CA SALES TAX	9.89
Vendor Total		1,113.00		
FYTD for LANGSTON MOTORSPORTS		1,113.00		
LARA, ENRIQUE				
3/8/2010	201050	20.00	REFUND-RABIES DEP	20.00
Vendor Total		20.00		
FYTD for LARA, ENRIQUE		20.00		
LARRY R. HOOPER				
3/29/2010	201441	125.00	APPRAISAL SVC-MTRL DMG	125.00
Vendor Total		125.00		
FYTD for LARRY R. HOOPER		125.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LAW OFFICES OF DYE & DUQUE, APC/E.A.WEBB				
3/29/2010	201442	7,500.00	GEN LIAB SETTLEMENT	7,500.00
Vendor Total		7,500.00		
FYTD for LAW OFFICES OF DYE & DUQUE, APC/E.A.WEBB		7,500.00		
LAWN TECH EQUIPMENT				
3/8/2010	201051	253.02	EQUIPMENT RPR-PARTS	197.46
			EQUIPMENT RPR-LABOR	22.50
			EQUIPMENT RPR-PARTS	33.06
3/22/2010	880224	213.74	TREE EQUIP REPAIR-LABOR	67.50
			TREE EQUIP REPAIR-PARTS	31.50
			TREE EQUIP REPAIR-LABOR	67.50
			TREE EQUIP REPAIR-PARTS	47.24
Vendor Total		466.76		
FYTD for LAWN TECH EQUIPMENT		2,758.61		
LAWYERS TITLE INC				
3/10/2010	91407	15,931.00	ESCROW DEPOSIT-EASEMENT PURCH.	15,931.00
3/17/2010	91414	16,501.00	ESCROW DEPOSIT-EASEMENT PURCH.	16,501.00
3/17/2010	91415	15,051.00	ESCROW DEPOSIT-EASEMENT PURCH.	15,051.00
3/17/2010	91416	8,451.00	ESCROW DEPOSIT-EASEMENT PURCH.	8,451.00
3/10/2010	91406	8,901.00	ESCROW DEPOSIT-EASEMENT PURCH.	8,901.00
Vendor Total		64,835.00		
FYTD for LAWYERS TITLE INC		198,412.00		
LAYNE CHRISTENSEN COMPANY				
3/29/2010	201443	683.89	REFUND-BUS LIC OVRPMT	683.89
Vendor Total		683.89		
FYTD for LAYNE CHRISTENSEN COMPANY		683.89		
LEIGHTON CONSULTING, INC.				
3/8/2010	201053	947.50	LASSELLE ST WIDENING PROJ SVCS	947.50
Vendor Total		947.50		
FYTD for LEIGHTON CONSULTING, INC.		62,802.64		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LEKOS ELECTRIC, INC				
3/29/2010	201444	50.00	REFUND-BUS LIC OVRPMT	50.00
Vendor Total		50.00		
FYTD for LEKOS ELECTRIC, INC		50.00		
LEMUS, WENDY				
3/22/2010	201257	67.00	REFUND-GUITAR REGIST	67.00
Vendor Total		67.00		
FYTD for LEMUS, WENDY		67.00		
LEWIS, CAROLYN S.				
3/1/2010	200881	315.59	RETIREE MEDICAL BENEFIT	315.59
Vendor Total		315.59		
FYTD for LEWIS, CAROLYN S.		2,839.71		
LEXISNEXIS				
3/22/2010	880225	1,480.00	LGL ONLINE SVCS-CA	740.00
			LGL ONLINE SVCS-CTY CLRK	370.00
			LGL ONLINE SVCS-CDD	370.00
Vendor Total		1,480.00		
FYTD for LEXISNEXIS		13,715.00		
LIEBERT, CASSIDY, WHITMORE				
3/29/2010	201445	245.00	7 ATTENDEES	35.00
			7 ATTENDEES	35.00
			7 ATTENDEES	35.00
			7 ATTENDEES	35.00
			7 ATTENDEES	35.00
			7 ATTENDEES	35.00
			7 ATTENDEES	35.00
Vendor Total		245.00		
FYTD for LIEBERT, CASSIDY, WHITMORE		3,519.00		
LIM & NASCIMENTO ENGINEERING CORP.				
3/29/2010	201446	13,531.65	PERRIS BL WIDENING FROM RAM XP	13,531.65
Vendor Total		13,531.65		
FYTD for LIM & NASCIMENTO ENGINEERING CORP.		534,113.67		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
LITTLETON, MICHAEL				
3/15/2010	201158	195.00	PER DIEM-CSAIA SPRING CONF.	195.00
Vendor Total		195.00		
FYTD for LITTLETON, MICHAEL		195.00		
LIVELY, ANTOINETTE				
3/8/2010	201055	204.00	TRAVEL EXP-CPTED COURSE	195.00
			TRAVEL EXP-CPTED COURSE	9.00
Vendor Total		204.00		
FYTD for LIVELY, ANTOINETTE		204.00		
LOGAN, CHARLES				
3/1/2010	200883	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for LOGAN, CHARLES		2,089.88		
LOR GEOTECHNICAL GROUP, INC.				
3/29/2010	880248	4,885.60	SUNNYMD BLVD REVIT PROJ SVCS	1,900.00
			SUNNYMD BLVD REVIT PROJ SVCS	2,985.60
Vendor Total		4,885.60		
FYTD for LOR GEOTECHNICAL GROUP, INC.		60,256.60		
LUMLEY, ROBERT C.				
3/1/2010	200884	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for LUMLEY, ROBERT C.		2,868.57		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MARCH JOINT POWERS AUTHORITY				
3/1/2010	200885	12.31		
			GAS CHARGES	10.06
			GAS CHARGES	2.25
3/29/2010	201450	9.96		
			GAS CHARGES	8.13
			GAS CHARGES	1.83
Vendor Total		22.27		
FYTD for MARCH JOINT POWERS AUTHORITY		62.20		
MARKETEKs 2410943				
3/15/2010	201160	15,735.00		
			INFLATABLE LIGHT TOWERS	15,200.00
			875 WATT BULB (SPARE)	195.00
			CA USE TAX	1,347.06
			SHIPPING	340.00
			CA USE TAX ACCRUAL	-1,347.06
Vendor Total		15,735.00		
FYTD for MARKETEKs 2410943		15,735.00		
MARTIN, MELINDA				
3/15/2010	201161	54.50		
			REFUND-CITATION OVERPAYMENT	54.50
Vendor Total		54.50		
FYTD for MARTIN, MELINDA		54.50		
MASCO SERVICES OF CALIFORNIA, INC.				
3/29/2010	201451	45.45		
			REFUND-BUS LIC OVRPMT	45.45
Vendor Total		45.45		
FYTD for MASCO SERVICES OF CALIFORNIA, INC.		45.45		
MATHIS, NOLAN				
3/1/2010	200886	296.00		
			RETIREE MEDICAL BENEFIT	296.00
Vendor Total		296.00		
FYTD for MATHIS, NOLAN		2,604.80		
MATICH CORPORATION				
3/22/2010	880226	1,286.17		
			ASPHALTIC MATERIALS	1,286.17
Vendor Total		1,286.17		
FYTD for MATICH CORPORATION		30,471.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MAXIM FLOOR SYSTEMS				
3/29/2010	201452	45.00	REFUND-BUS LIC OVRPMT	45.00
Vendor Total		45.00		
FYTD for MAXIM FLOOR SYSTEMS		45.00		
MAXINOSKI, SUE A.				
3/1/2010	200887	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for MAXINOSKI, SUE A.		2,868.57		
MC GRATH RENTCORP (MOBILE MODULAR)				
3/29/2010	201453	66.66	REFUND-BUS LIC OVRPMT	66.66
Vendor Total		66.66		
FYTD for MC GRATH RENTCORP (MOBILE MODULAR)		66.66		
MCALLISTER, GERALD				
3/1/2010	200888	455.00	REIMB-OPC INTEGR./DIAG TRNG	135.00
			PER DIEM-MICROSCADA TRNG	320.00
3/22/2010	201258	0.00	REIMB-ELECTRICAL SFTY SEMINAR	47.80
			REIMB-ELECTRICAL SFTY SEMINAR	-47.80
Vendor Total		455.00		
FYTD for MCALLISTER, GERALD		507.36		
MCCARTHY & BERLIN, LLP				
3/15/2010	880196	2,348.70	LEGAL SVCS-ELECTR. UTILITY	2,348.70
Vendor Total		2,348.70		
FYTD for MCCARTHY & BERLIN, LLP		29,630.99		
MCCORMICK, JAMES				
3/8/2010	201057	62.00	REFUND-TRAP RNTL/DEP	12.00
			REFUND-TRAP RNTL/DEP	50.00
Vendor Total		62.00		
FYTD for MCCORMICK, JAMES		62.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MCDONOUGH, HOLLAND & ALLEN				
3/22/2010	201259	838.47	LEGAL SVCS-RDA	838.47
Vendor Total		838.47		
FYTD for MCDONOUGH, HOLLAND & ALLEN		69,987.20		
MCI				
3/1/2010	200889	1,191.52	INTERNET CONNECTION SVC	1,191.52
3/29/2010	201454	1,191.52	INTERNET CONNECTION SVC	1,191.52
Vendor Total		2,383.04		
FYTD for MCI		12,159.14		
MCI WORLDCOM				
3/1/2010	200890	1,335.98	COMMUNICATION SVCS	1,335.98
3/22/2010	201260	902.57	COMMUNICATION SVCS	902.57
Vendor Total		2,238.55		
FYTD for MCI WORLDCOM		9,264.12		
MELAD & ASSOCIATES				
3/15/2010	201162	3,570.00	PLAN CHECK SVCS	3,570.00
3/22/2010	201261	2,058.13	PLAN CHECK SVCS-BLDG/SFTY	2,058.13
Vendor Total		5,628.13		
FYTD for MELAD & ASSOCIATES		36,228.68		
MELENDREZ, RICK				
3/22/2010	201262	1,375.00	REFUND-TOURNEY FEE	1,375.00
Vendor Total		1,375.00		
FYTD for MELENDREZ, RICK		1,375.00		
MENDONCA, JAMES				
3/8/2010	201058	20.00	REFUND-RABIES DEP	20.00
Vendor Total		20.00		
FYTD for MENDONCA, JAMES		20.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MENGISTU, YESHIALEM				
3/15/2010	201163	111.50	MILEAGE REIMBURSEMENT	111.50
Vendor Total		111.50		
FYTD for MENGISTU, YESHIALEM		877.05		
MESSIN, LOUIS				
3/1/2010	200891	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for MESSIN, LOUIS		2,231.12		
MEYERS, ROBERT				
3/8/2010	201059	273.00	INSTRUCTOR SVCS-DRAWING	189.00
			INSTRUCTOR SVCS-PHOTO	84.00
Vendor Total		273.00		
FYTD for MEYERS, ROBERT		2,079.00		
MILES, ROBERT				
3/1/2010	200892	194.53	RETIREE MEDICAL BENEFIT	194.53
Vendor Total		194.53		
FYTD for MILES, ROBERT		2,026.23		
MINARD, MARK E.				
3/1/2010	200893	308.17	RETIREE MEDICAL BENEFIT	308.17
Vendor Total		308.17		
FYTD for MINARD, MARK E.		2,678.34		
MIRACLE RECREATION EQUIPMENT				
3/22/2010	201263	3,586.43	MISC PLAYGROUND EQUIP	3,586.43
Vendor Total		3,586.43		
FYTD for MIRACLE RECREATION EQUIPMENT		4,768.92		
MIRANDA, JOANNA				
3/29/2010	201455	50.00	REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for MIRANDA, JOANNA		50.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MISSION LINEN SUPPLY INC				
3/29/2010	201456	49.85	REFUND-BUS LIC OVRPMT	49.85
Vendor Total		49.85		
FYTD for MISSION LINEN SUPPLY INC		49.85		
MOELLER, DONNA M.				
3/29/2010	201457	85.09	NBRHD CLN-UP EXP	85.09
Vendor Total		85.09		
FYTD for MOELLER, DONNA M.		588.79		
MOLLICA, MIKE				
3/1/2010	200894	401.42	RETIREE MEDICAL BENEFIT	401.42
Vendor Total		401.42		
FYTD for MOLLICA, MIKE		2,809.95		
MONARCH TRAILS PUBLICATION				
3/29/2010	201458	60.75	REFUND-BUS LIC OVRPMT	60.75
Vendor Total		60.75		
FYTD for MONARCH TRAILS PUBLICATION		60.75		
MONTES REALTY				
3/29/2010	201459	66.75	REFUND-BUS LIC OVRPMT	66.75
Vendor Total		66.75		
FYTD for MONTES REALTY		66.75		
MONTGOMERY PLUMBING				
3/29/2010	201460	41.00	REFUND-BUS LIC OVRPMT	41.00
Vendor Total		41.00		
FYTD for MONTGOMERY PLUMBING		41.00		
MOORE, PATRICIA				
3/29/2010	201461	300.00	REFUND-RNTL DEP	300.00
Vendor Total		300.00		
FYTD for MOORE, PATRICIA		300.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MOOSEPOINT TECHNOLOGY, INC.				
3/1/2010	200895	4,620.00		
			ARCIMS UPGRADE	2,640.00
			ARCIMS UPGRADE	1,980.00
Vendor Total		4,620.00		
FYTD for MOOSEPOINT TECHNOLOGY, INC.		19,762.50		
MORA, PATRICIA A.				
3/1/2010	200896	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for MORA, PATRICIA A.		2,868.57		
MORENO VALLEY BLACK CHAMBER OF COMMERCE				
3/22/2010	201264	293.00		
			REFUND-RNTL DEP 2/20/10	293.00
Vendor Total		293.00		
FYTD for MORENO VALLEY BLACK CHAMBER OF COMMERCE		4,418.00		
MORENO VALLEY CHAMBER OF COMMERCE				
3/8/2010	201060	195.00		
			STUDENTS/MONTH LUNCHEONS	105.00
			2/24/10 "WAKE UP" MEETING	15.00
			2/24/10 "WAKE UP" MEETING	15.00
			2/24/10 "WAKE UP" MEETING	15.00
			2/24/10 "WAKE UP" MEETING	15.00
			2/24/10 "WAKE UP" MEETING	15.00
			2/24/10 "WAKE UP" MEETING	15.00
3/15/2010	201164	750.00		
			REFUND-CRC DEP 1/16/10	750.00
3/22/2010	201265	350.00		
			WAKE-UP MV SPONSORSHIP	350.00
Vendor Total		1,295.00		
FYTD for MORENO VALLEY CHAMBER OF COMMERCE		23,025.00		
MORENO VALLEY CITY EMPLOYEES ASSOC.				
3/12/2010	2598	1,604.00		
			MVCEA DUES 03/12/10	1,604.00
3/26/2010	2606	1,579.00		
			MVCEA DUES 3/26/10	1,579.00
Vendor Total		3,183.00		
FYTD for MORENO VALLEY CITY EMPLOYEES ASSOC.		31,695.50		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORENO VALLEY COMMUNITY EDUCATION CENTER				
3/22/2010	201266	1,110.00		
			TUTORING SVCS-CDBG	555.00
			TUTORING SVCS-CDBG	555.00
Vendor Total		1,110.00		
FYTD for MORENO VALLEY COMMUNITY EDUCATION CENTER		5,444.55		
MORENO VALLEY GATEWAY, LLC				
3/1/2010	200897	21,093.43		
			LEASE-FAC ANNX BLDG	2,458.97
			LEASE-TECH SVCS ANNX BLDG	5,475.90
			LEASE-SPCL DIST BLDG	13,158.56
3/29/2010	880250	21,093.43		
			LEASE-FAC ANNX BLDG	2,458.97
			LEASE-TECH SVCS ANNX BLDG	5,475.90
			LEASE-SPCL DIST BLDG	13,158.56
Vendor Total		42,186.86		
FYTD for MORENO VALLEY GATEWAY, LLC		189,840.87		
MORENO VALLEY HEATING & AC				
3/29/2010	201462	37.18		
			REFUND-BUS LIC OVRPMT	37.18
Vendor Total		37.18		
FYTD for MORENO VALLEY HEATING & AC		37.18		
MORENO VALLEY UNIFIED SCHOOL DISTRICT				
3/15/2010	201166	30.00		
			FALSE ALARM REFUND	30.00
Vendor Total		30.00		
FYTD for MORENO VALLEY UNIFIED SCHOOL DISTRICT		404,706.07		
MORENO VALLEY UTILITY				
3/29/2010	201463	99.70		
			ELECTRICITY-UT FLD OFF	99.70
Vendor Total		99.70		
FYTD for MORENO VALLEY UTILITY		578,712.31		
MORGAN, LISA A.				
3/1/2010	200898	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for MORGAN, LISA A.		2,868.57		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
MORIARTY, LILAH				
3/1/2010	200899	20.00	REFUND-RABIES DEP	20.00
Vendor Total		20.00		
FYTD for MORIARTY, LILAH		20.00		
MOTHERHOOD MATERNITY #1889				
3/29/2010	201464	82.61	REFUND-BUS LIC OVRPMT	82.61
Vendor Total		82.61		
FYTD for MOTHERHOOD MATERNITY #1889		82.61		
MURGA, ROSA & ERNESTO				
3/22/2010	201268	20.00	REFUND-RABIES DEP	20.00
Vendor Total		20.00		
FYTD for MURGA, ROSA & ERNESTO		20.00		
NAILS CLUB & SPA				
3/29/2010	201465	37.80	REFUND-BUS LIC OVRPMT	37.80
Vendor Total		37.80		
FYTD for NAILS CLUB & SPA		37.80		
NARA, LOWELON				
3/1/2010	200900	96.00	MILEAGE REIMBURSEMENT	96.00
Vendor Total		96.00		
FYTD for NARA, LOWELON		355.05		
NATIONWIDE RETIREMENT SOLUTIONS				
3/12/2010	2596	13,450.55	PST DEF COMP FOR FICA 03/12/10	13,450.55
3/12/2010	2597	21,374.04	DEF COMP 457 & 401(A) 03/12/10	21,374.04
3/26/2010	2604	12,282.46	PST DEF COMP FOR FICA 3/26/10	12,282.46
3/26/2010	2605	21,323.04	DEF COMP 457 & 401(A) 3/26/10	21,323.04
Vendor Total		68,430.09		
FYTD for NATIONWIDE RETIREMENT SOLUTIONS		682,008.42		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NAVARRETTE, RALPH				
3/1/2010	200901	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for NAVARRETTE, RALPH		956.19		
NBS GOVERNMENT FINANCE GROUP				
3/15/2010	880197	4,000.00	REBATE CALCULATION SVC	2,250.00
			REBATE CALCULATION SVC	1,750.00
Vendor Total		4,000.00		
FYTD for NBS GOVERNMENT FINANCE GROUP		7,500.00		
NELSON, ROBERT				
3/1/2010	200902	305.60	RETIREE MEDICAL BENEFIT	305.60
Vendor Total		305.60		
FYTD for NELSON, ROBERT		2,131.21		
NELSON, RUTH L.				
3/1/2010	200903	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for NELSON, RUTH L.		2,868.57		
NELSON, TIM				
3/22/2010	201270	342.00	INSTRUCTION SVC-9 DAYS	342.00
Vendor Total		342.00		
FYTD for NELSON, TIM		342.00		
NETWIG, LENA				
3/29/2010	201466	27.20	REFUND-FIELD RNTL FEE	27.20
Vendor Total		27.20		
FYTD for NETWIG, LENA		27.20		
NEUSTAEDTER, CRAIG S				
3/1/2010	200904	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for NEUSTAEDTER, CRAIG S		2,868.57		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
NEW HORIZON MOBILE HOME PARK				
3/15/2010	201167	17.95		
			REFUND-UUT USER TAXES	8.96
			REFUND-UUT USER TAXES	8.99
Vendor Total		17.95		
FYTD for NEW HORIZON MOBILE HOME PARK		71.85		
NEW PHOTO MAKERS, INC				
3/29/2010	201467	98.89		
			REFUND-BUS LIC OVRPMT	98.89
Vendor Total		98.89		
FYTD for NEW PHOTO MAKERS, INC		98.89		
NGO, HIEN QUANG				
3/22/2010	201271	102.00		
			MILEAGE REIMBURSEMENT	102.00
Vendor Total		102.00		
FYTD for NGO, HIEN QUANG		102.00		
NIEBURGER, JUDITH A.				
3/1/2010	200905	401.42		
			RETIREE MEDICAL BENEFIT	401.42
Vendor Total		401.42		
FYTD for NIEBURGER, JUDITH A.		3,612.78		
NOBEL SYSTEMS				
3/22/2010	880227	13,000.00		
			PROF SVCS-GIS	5,220.00
			PROF SVCS-GIS	7,780.00
Vendor Total		13,000.00		
FYTD for NOBEL SYSTEMS		41,840.00		
NORRIS, CARRIE				
3/22/2010	201272	95.00		
			REFUND-S/N DEPOSIT	75.00
			REFUND-RABIES DEP	20.00
Vendor Total		95.00		
FYTD for NORRIS, CARRIE		95.00		
NPG CORPORATION				
3/29/2010	201468	25.00		
			REFUND-BUS LIC OVRPMT	25.00
Vendor Total		25.00		
FYTD for NPG CORPORATION		9,405.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
OAKS, MARY ANN				
3/29/2010	201469	75.00	INSTRUCTOR SVCS-CPR	75.00
Vendor Total		75.00		
FYTD for OAKS, MARY ANN		150.00		
OLIVAS, OVIDIO				
3/8/2010	201061	18.00	REFUND-LIC FEES	9.00
			REFUND-LIC FEES	9.00
Vendor Total		18.00		
FYTD for OLIVAS, OVIDIO		18.00		
OLIVE CREST TREATMENT CENTER, INC				
3/29/2010	201470	6,666.64	CDBG SVCS-INDEP LIVING PRGM	3,333.32
			CDBG SVCS-INDEP LIVING PRGM	3,333.32
Vendor Total		6,666.64		
FYTD for OLIVE CREST TREATMENT CENTER, INC		6,666.64		
OLIVE CREST TREATMENT CENTER, INC.				
3/29/2010	201471	57.00	REFUND-BUS LIC OVRPMT	57.00
Vendor Total		57.00		
FYTD for OLIVE CREST TREATMENT CENTER, INC.		2,561.00		
OLTMANS CONSTRUCTION COMPANY				
3/29/2010	201472	49.55	REFUND-BUS LIC OVRPMT	49.55
Vendor Total		49.55		
FYTD for OLTMANS CONSTRUCTION COMPANY		49.55		
OPERATION SAFEHOUSE, INC.				
3/22/2010	201273	3,752.46	SHELTER PRGRM-CDBG	666.67
			SHELTER PRGRM-CDBG	608.91
			SHELTER PRGRM-CDBG	629.04
			SHELTER PRGRM-CDBG	607.96
			SHELTER PRGRM-CDBG	850.68
			SHELTER PRGRM-CDBG	389.20
Vendor Total		3,752.46		
FYTD for OPERATION SAFEHOUSE, INC.		5,161.40		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
OVERLAND PACIFIC & CUTLER, INC.				
3/15/2010	201168	5,880.00	RIGHT OF WAY SVCS-VARIOUS PROJ	5,880.00
Vendor Total		5,880.00		
FYTD for OVERLAND PACIFIC & CUTLER, INC.		132,509.50		
OWENS, ROSITA				
3/1/2010	200906	200.00	REFUND-RNTL DEP 2/13	200.00
Vendor Total		200.00		
FYTD for OWENS, ROSITA		200.00		
PACHECO TIRES				
3/29/2010	201473	46.00	REFUND-BUS LIC OVRPMT	46.00
Vendor Total		46.00		
FYTD for PACHECO TIRES		46.00		
PACIFIC EXTERIORS, INC.				
3/29/2010	201474	39.00	REFUND-BUS LIC OVRPMT	39.00
Vendor Total		39.00		
FYTD for PACIFIC EXTERIORS, INC.		39.00		
PACIFIC GREEN HORTICULTURAL SVC				
3/15/2010	201169	817.83	LNDSCP MAINT-ZONE E3	235.54
			LNDSCP MAINT-ZONE E4	433.49
			LNDSCP MAINT-ZONE E1	108.51
			LNDSCP MAINT-ZONE E7	40.29
Vendor Total		817.83		
FYTD for PACIFIC GREEN HORTICULTURAL SVC		9,030.46		
PACIFIC KILN				
3/29/2010	201475	403.05	REFUND-BUS LIC OVRPMT	403.05
Vendor Total		403.05		
FYTD for PACIFIC KILN		403.05		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PACIFIC SAFETY COUNCIL				
3/8/2010	201062	8.70		
			SAFETY TRAINING-VIDEO	8.70
3/22/2010	201274	2,151.64		
			SAFETY TRAINING-VIDEO	8.70
			SAFETY TRAINING-VIDEO	9.24
			SAFETY TRAINING-VIDEO	8.70
			SAFETY TRAINING-WRKSHP	2,125.00
Vendor Total		2,160.34		
FYTD for PACIFIC SAFETY COUNCIL		5,925.08		
PACIFIC TELEMAGEMENT SERVICES				
3/22/2010	201275	501.12		
			PAYPHONE SVCS-PSB	125.28
			PAYPHONE SVCS-CITYWIDE	375.84
Vendor Total		501.12		
FYTD for PACIFIC TELEMAGEMENT SERVICES		2,142.28		
PAINTING BY ZEB BODE				
3/1/2010	200907	2,400.00		
			PAINTING SVC-CELEB PARK	2,400.00
Vendor Total		2,400.00		
FYTD for PAINTING BY ZEB BODE		5,950.00		
PALP, INC. DBA EXCEL PAVING COMPANY				
3/29/2010	201476	10,616.67		
			SUNNYMD BLVD REVIT PROJ SVCS	10,616.67
Vendor Total		10,616.67		
FYTD for PALP, INC. DBA EXCEL PAVING COMPANY		1,880,639.98		
PARSONS TRANSPORTATION GROUP, INC.				
3/1/2010	200908	16,045.25		
			SR-60/MOR BCH DR INTRCHNG PROJ	16,045.25
3/8/2010	201063	22,448.66		
			SR-60/MOR BCH DR INTRCHNG PROJ	22,448.66
3/15/2010	201170	15,362.25		
			SR-60/NASON ST OVRCRSSNG PROJ	15,362.25
3/22/2010	201277	14,190.13		
			SR-60/NASON ST OVRCRSSNG PROJ	14,190.13
Vendor Total		68,046.29		
FYTD for PARSONS TRANSPORTATION GROUP, INC.		954,943.60		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PATH OF LIFE MINISTRIES				
3/22/2010	201278	15,000.00	SHELTER PRGRM-CDBG	15,000.00
Vendor Total		15,000.00		
FYTD for PATH OF LIFE MINISTRIES		15,000.00		
PATRIOT HEATING & A/C				
3/29/2010	201477	78.50	REFUND-BUS LIC OVRPMT	78.50
Vendor Total		78.50		
FYTD for PATRIOT HEATING & A/C		78.50		
PATTERSON, ALFREY				
3/1/2010	200909	194.53	RETIREE MEDICAL BENEFIT	194.53
Vendor Total		194.53		
FYTD for PATTERSON, ALFREY		1,917.38		
PAYLESS SHOE SOURCE				
3/29/2010	201478	176.84	REFUND-BUS LIC OVRPMT	91.79
			REFUND-BUS LIC OVRPMT	85.05
Vendor Total		176.84		
FYTD for PAYLESS SHOE SOURCE		176.84		
PAYNE, DEVIN				
3/15/2010	201171	10.00	LICENSE FEE REFUND	10.00
Vendor Total		10.00		
FYTD for PAYNE, DEVIN		10.00		
PBS & J				
3/15/2010	880198	2,242.96	CITYWIDE BRIDGE MAINT PRGM	1,934.80
			CITYWIDE BRIDGE MAINT PRGM	308.16
Vendor Total		2,242.96		
FYTD for PBS & J		32,307.82		
PEDLEY SQUARE VETERINARY CLINIC				
3/29/2010	201551	7,591.00	EMERG AND VETERINARY SVCS	7,591.00
Vendor Total		7,591.00		
FYTD for PEDLEY SQUARE VETERINARY CLINIC		66,083.75		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PENHALL COMPANY				
3/29/2010	201479	20.06	REFUND-BUS LIC OVRPMT	20.06
Vendor Total		20.06		
FYTD for PENHALL COMPANY		20.06		
PENTON MEDIA, INC.				
3/29/2010	201480	2,700.00	ADVERTISING SVCS-EDD	2,700.00
Vendor Total		2,700.00		
FYTD for PENTON MEDIA, INC.		5,400.00		
PERRY, NORMA				
3/1/2010	200911	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for PERRY, NORMA		2,868.57		
PERS LONG TERM CARE PROGRAM				
3/1/2010	200912	433.87	LONG TERM CARE INSURANCE	433.87
3/15/2010	201172	433.87	LONG TERM CARE INSURANCE	433.87
3/29/2010	201481	433.87	LONG TERM CARE INSURANCE	433.87
Vendor Total		1,301.61		
FYTD for PERS LONG TERM CARE PROGRAM		10,419.79		
PERVO PAINT CO.				
3/1/2010	200913	2,203.38	LANE MARKINGS & PAINT SUPPLIES	2,203.38
Vendor Total		2,203.38		
FYTD for PERVO PAINT CO.		39,296.33		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PETTY CASH - FINANCE				
3/22/2010	201279	1,552.35		
			PETTY CASH FUND REPLENISHMENT	18.00
			PETTY CASH FUND REPLENISHMENT	18.00
			PETTY CASH FUND REPLENISHMENT	34.87
			PETTY CASH FUND REPLENISHMENT	45.95
			PETTY CASH FUND REPLENISHMENT	41.58
			PETTY CASH FUND REPLENISHMENT	18.00
			PETTY CASH FUND REPLENISHMENT	27.00
			PETTY CASH FUND REPLENISHMENT	10.00
			PETTY CASH FUND REPLENISHMENT	48.90
			PETTY CASH FUND REPLENISHMENT	15.45
			PETTY CASH FUND REPLENISHMENT	2.00
			PETTY CASH FUND REPLENISHMENT	2.00
			PETTY CASH FUND REPLENISHMENT	9.00
			PETTY CASH FUND REPLENISHMENT	5.00
			PETTY CASH FUND REPLENISHMENT	3.00
			PETTY CASH FUND REPLENISHMENT	5.00
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	3.00
			PETTY CASH FUND REPLENISHMENT	8.00
			PETTY CASH FUND REPLENISHMENT	21.00
			PETTY CASH FUND REPLENISHMENT	21.00
			PETTY CASH FUND REPLENISHMENT	53.50
			PETTY CASH FUND REPLENISHMENT	44.55
			PETTY CASH FUND REPLENISHMENT	14.52
			PETTY CASH FUND REPLENISHMENT	22.00
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	87.00
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	16.25
			PETTY CASH FUND REPLENISHMENT	16.42
			PETTY CASH FUND REPLENISHMENT	16.42
			PETTY CASH FUND REPLENISHMENT	17.04
			PETTY CASH FUND REPLENISHMENT	25.00
			PETTY CASH FUND REPLENISHMENT	16.71
			PETTY CASH FUND REPLENISHMENT	36.65
			PETTY CASH FUND REPLENISHMENT	19.96
			PETTY CASH FUND REPLENISHMENT	17.00
			PETTY CASH FUND REPLENISHMENT	28.50
			PETTY CASH FUND REPLENISHMENT	2.00
			PETTY CASH FUND REPLENISHMENT	32.81
			PETTY CASH FUND REPLENISHMENT	15.00
			PETTY CASH FUND REPLENISHMENT	85.50
			PETTY CASH FUND REPLENISHMENT	4.00
			PETTY CASH FUND REPLENISHMENT	15.09
			PETTY CASH FUND REPLENISHMENT	4.30
			PETTY CASH FUND REPLENISHMENT	64.50
			PETTY CASH FUND REPLENISHMENT	40.00
			PETTY CASH FUND REPLENISHMENT	12.00
			PETTY CASH FUND REPLENISHMENT	78.00
			PETTY CASH FUND REPLENISHMENT	3.00
			PETTY CASH FUND REPLENISHMENT	30.25
			PETTY CASH FUND REPLENISHMENT	55.00



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			PETTY CASH FUND REPLENISHMENT	96.50
			PETTY CASH FUND REPLENISHMENT	53.35
			PETTY CASH FUND REPLENISHMENT	10.45
			PETTY CASH FUND REPLENISHMENT	10.45
			PETTY CASH FUND REPLENISHMENT	12.50
			PETTY CASH FUND REPLENISHMENT	33.98
			PETTY CASH FUND REPLENISHMENT	12.98
			PETTY CASH FUND REPLENISHMENT	13.42
Vendor Total		1,552.35		
FYTD for PETTY CASH - FINANCE		6,977.75		
PHO HA VIETNAMES RESTAURANT				
3/29/2010	201483	51.45		
			REFUND-BUS LIC OVRPMT	51.45
Vendor Total		51.45		
FYTD for PHO HA VIETNAMES RESTAURANT		51.45		
PILGRIM, JULIEANN & DAVID				
3/22/2010	201280	41.00		
			REFUND-ANML LIC FEE	41.00
Vendor Total		41.00		
FYTD for PILGRIM, JULIEANN & DAVID		41.00		
PITNEY BOWES				
3/22/2010	201281	257.74		
			POSTAGE MTR RNTL-BASE	192.00
			POSTAGE MTR RNTL-SVC	45.00
			POSTAGE MTR RNTL-TAX	20.74
Vendor Total		257.74		
FYTD for PITNEY BOWES		1,030.96		
PIZANA, MARIA ELIZABETH				
3/15/2010	201173	25.00		
			REFUND-CITATION OVERPAYMENT	25.00
Vendor Total		25.00		
FYTD for PIZANA, MARIA ELIZABETH		25.00		
PLAZA HAND CAR WASH				
3/15/2010	201174	30.00		
			FALSE ALARM REFUND	30.00
Vendor Total		30.00		
FYTD for PLAZA HAND CAR WASH		1,022.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
POIEMA LANDSCAPE, INC				
3/29/2010	201484	27.11	REFUND-BUS LIC OVRPMT	27.11
Vendor Total		27.11		
FYTD for POIEMA LANDSCAPE, INC		27.11		
POIEMA LANDSCAPE, INC.				
3/1/2010	200914	3,176.93	LANDSCAPE MAINT-E12	2,131.00
			LANDSCAPE MAINT-ZN S	1,045.93
3/29/2010	880252	3,464.85	LANDSCAPE MAINT-E12	2,131.00
			LANDSCAPE MAINT-ZN S	1,333.85
Vendor Total		6,641.78		
FYTD for POIEMA LANDSCAPE, INC.		27,094.28		
POLLARD, ROCHELLE				
3/22/2010	201282	49.00	MILEAGE REIMBURSEMENT	49.00
Vendor Total		49.00		
FYTD for POLLARD, ROCHELLE		49.00		
POSTMASTER				
3/8/2010	201064	8,000.00	SUMMER REC GUIDE RNWL DEP	4,000.00
			SUMMER REC GUIDE RNWL DEP	4,000.00
3/29/2010	201485	6,667.28	BULK MAIL POSTAGE	1,333.46
			BULK MAIL POSTAGE	1,333.46
			BULK MAIL POSTAGE	1,333.46
			BULK MAIL POSTAGE	1,333.45
			BULK MAIL POSTAGE	1,333.45
Vendor Total		14,667.28		
FYTD for POSTMASTER		14,852.28		
POUK & STEINLE, INC.				
3/29/2010	201486	20,600.91	RETENTION RLS-LASSELLE/BAY TS	13,259.50
			RETENTION RLS-LASSELLE/BAY TS	278.50
			RETENTION RLS-LASSELLE/BAY TS	7,062.91
Vendor Total		20,600.91		
FYTD for POUK & STEINLE, INC.		334,912.30		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
POWERTECH ENGINES, INC.				
3/29/2010	201487	1,234.78		
			STREET SWEEPER REPAIR	286.00
			STREET SWEEPER REPAIR	948.78
Vendor Total		1,234.78		
FYTD for POWERTECH ENGINES, INC.		1,234.78		
PRAXAIR DISTRIBUTION, INC.				
3/29/2010	201488	23.95		
			REFUND-BUS LIC OVRPMT	23.95
Vendor Total		23.95		
FYTD for PRAXAIR DISTRIBUTION, INC.		23.95		
PRICE, GEORGE E.				
3/1/2010	200915	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for PRICE, GEORGE E.		2,868.57		
PROACTIVE ENGINEERING CONSULTANTS, INC.				
3/8/2010	201065	6,222.00		
			KITCHING ST IMPRVMENTS PROJ	6,222.00
3/22/2010	880228	16,995.50		
			CACTUS AVE WIDENING PROJ-STG1	4,031.00
			CACTUS AVE WIDENING PROJ-STG2	12,964.50
Vendor Total		23,217.50		
FYTD for PROACTIVE ENGINEERING CONSULTANTS, INC.		424,647.66		
PROTECTION ONE, INC.				
3/15/2010	201176	40.00		
			SEC MONITORING SVC-GOLF SHOP	20.00
			SEC MONITORING SVC-MVTV STUDIO	20.00
Vendor Total		40.00		
FYTD for PROTECTION ONE, INC.		360.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
PSOMAS				
3/8/2010	201066	9,751.58	TRAF SIG AT SR60/REDLANDS BLVD LASSELLE ST WIDENING PROJ SVCS 2009 ANNL PAVEMNT RESURF PROJ	3,701.58 2,030.00 4,020.00
3/22/2010	201283	840.00	LASSELLE ST WIDENING PROJ	840.00
3/29/2010	201489	6,795.00	PATRIOT PARK PROJ SVCS PATRIOT PARK PROJ SVCS	2,505.00 4,290.00
Vendor Total		17,386.58		
FYTD for PSOMAS		170,697.76		
PULLIAM, TRENT D.				
3/1/2010	200916	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for PULLIAM, TRENT D.		2,868.57		
PW ENHANCEMENT CENTER				
3/22/2010	880229	1,239.21	EMERG SVC PRGRM-CDBG	1,239.21
Vendor Total		1,239.21		
FYTD for PW ENHANCEMENT CENTER		116,006.49		
QUALITY ASSURANCE INSPECTIONS				
3/29/2010	201490	20.23	REFUND-BUS LIC OVRPMT	20.23
Vendor Total		20.23		
FYTD for QUALITY ASSURANCE INSPECTIONS		20.23		
QUALITY CODE PUBLISHING, LLC				
3/22/2010	880230	1,316.93	PRINTING SVCS-CTY CLRK	1,316.93
Vendor Total		1,316.93		
FYTD for QUALITY CODE PUBLISHING, LLC		4,707.52		
R & S OVERHEAD DOORS, INC.				
3/1/2010	200917	520.00	REPAIR SVC-SR CTR GATE	520.00
Vendor Total		520.00		
FYTD for R & S OVERHEAD DOORS, INC.		24,380.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
R N AUTO ELECTRIC				
3/29/2010	201491	39.13	REFUND-BUS LIC OVRPMT	39.13
Vendor Total		39.13		
FYTD for R N AUTO ELECTRIC		39.13		
RALLY MANAGEMENT SERVICES, LLC				
3/8/2010	201067	1,438.56	TEMP SVCS-HENDERSON W/E 2/14	719.28
			TEMP SVCS-HENDERSON W/E 2/21	719.28
Vendor Total		1,438.56		
FYTD for RALLY MANAGEMENT SERVICES, LLC		7,133.66		
RAMONA SUBWAY, INC				
3/29/2010	201492	99.13	REFUND-BUS LIC OVRPMT	99.13
Vendor Total		99.13		
FYTD for RAMONA SUBWAY, INC		99.13		
RAY, DANETRA E.				
3/15/2010	201177	30.00	FALSE ALARM REFUND	30.00
Vendor Total		30.00		
FYTD for RAY, DANETRA E.		30.00		
REDBOX AUTOMATED RETAIL, LLC				
3/29/2010	201493	106.66	REFUND-BUS LIC OVRPMT	106.66
Vendor Total		106.66		
FYTD for REDBOX AUTOMATED RETAIL, LLC		365.66		
REDFLEX TRAFFIC SYSTEMS, INC.				
3/15/2010	880200	12,420.00	RED LIGHT PHOTO ENFRMNT SVCS	12,420.00
Vendor Total		12,420.00		
FYTD for REDFLEX TRAFFIC SYSTEMS, INC.		111,780.00		
REINBOLZ, JOHN				
3/15/2010	201178	195.00	PER DIEM-CSAIA SPRING CONF.	195.00
Vendor Total		195.00		
FYTD for REINBOLZ, JOHN		195.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
REISH LUFTMAN REICHER & COHEN				
3/22/2010	201284	765.00		
			LEGAL SVCS-HR	765.00
3/29/2010	201494	1,275.00		
			LEGAL SVCS-HR	1,275.00
Vendor Total		2,040.00		
FYTD for REISH LUFTMAN REICHER & COHEN		39,710.50		
REVENUE EXPERTS, INC.				
3/22/2010	201285	5,278.08		
			CITATION PRCSSNG-ANML SVCS	857.50
			CITATION PRCSSNG-ANML SVCS	1,855.50
			CITATION PRCSSNG-ANML SVCS	2,565.08
Vendor Total		5,278.08		
FYTD for REVENUE EXPERTS, INC.		33,052.45		
RGW DESIGN GROUP, INC.				
3/15/2010	880201	2,659.00		
			DESIGN SVCS-PARKS & RECR.	2,659.00
Vendor Total		2,659.00		
FYTD for RGW DESIGN GROUP, INC.		2,659.00		
RHA LANDSCAPE ARCHITECTS-PLANNERS				
3/8/2010	201068	4,621.41		
			SHADOW MTN PARK LIGHTING PROJ	4,621.41
3/29/2010	201495	1,210.19		
			SHADOW MTN PARK LIGHTING PROJ	1,210.19
Vendor Total		5,831.60		
FYTD for RHA LANDSCAPE ARCHITECTS-PLANNERS		6,447.98		
RICK ENGINEERING COMPANY				
3/8/2010	201069	1,400.00		
			ALESSANDRO/INDIAN SIDEWLK PROJ	132.00
			ALESSANDRO/INDIAN SIDEWLK PROJ	107.06
			ALESSANDRO/INDIAN SIDEWLK PROJ	1,160.94
3/15/2010	201179	787.00		
			COTTONWD/PATTILYNN DR TRAF SIG	787.00
3/29/2010	201496	195.00		
			TRAF SIG-COTTONWD/PATTILYNN DR	195.00
Vendor Total		2,382.00		
FYTD for RICK ENGINEERING COMPANY		2,882.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RICKERSON, KRISTAL				
3/22/2010	201286	20.00	REFUND-RABIES DEP	20.00
Vendor Total		20.00		
FYTD for RICKERSON, KRISTAL		20.00		
RIV CO FLOOD CONTROL & WATER CONSERVATN				
3/1/2010	200919	15,332.01	NPDES COST SHARING	15,332.01
Vendor Total		15,332.01		
FYTD for RIV CO FLOOD CONTROL & WATER CONSERVATN		45,501.71		
RIVERSIDE AREA RAPE CRISIS CENTER				
3/29/2010	201497	950.72	CDBG SVCS-ABUSE PRVNTN	514.17
			CDBG SVCS-ABUSE PRVNTN	436.55
Vendor Total		950.72		
FYTD for RIVERSIDE AREA RAPE CRISIS CENTER		6,598.64		
RIVERSIDE COMMUNITY COLLEGE DISTRICT				
3/8/2010	201070	875.00	STAFF TRAINING-1/21/10	875.00
Vendor Total		875.00		
FYTD for RIVERSIDE COMMUNITY COLLEGE DISTRICT		52,784.41		
RIVERSIDE COUNTY ASSESSOR				
3/8/2010	201071	42.00	PARCEL MAP COPY SVC	10.50
			PARCEL MAP COPY SVC	10.50
			PARCEL MAP COPY SVC	10.50
			PARCEL MAP COPY SVC	10.50
Vendor Total		42.00		
FYTD for RIVERSIDE COUNTY ASSESSOR		195.00		
RIVERSIDE COUNTY CLERK				
3/8/2010	201072	17.25	ENVIRNMTL FEE-CACTUS AVE PROJ.	8.62
			ENVIRNMTL FEE-CACTUS AVE PROJ.	8.63
3/15/2010	201180	2,074.25	ENVIRNMTL FEE-REDLANDS BL/SR60	2,074.25
Vendor Total		2,091.50		
FYTD for RIVERSIDE COUNTY CLERK		16,635.75		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY CLERK/RECORDER				
3/1/2010	200920	74.00	RECORDATION SVCS	74.00
Vendor Total		74.00		
FYTD for RIVERSIDE COUNTY CLERK/RECORDER		2,128.30		
RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH				
3/29/2010	201498	100.00	RABIES TEST-ANML SVCS	50.00
			RABIES TEST-ANML SVCS	50.00
Vendor Total		100.00		
FYTD for RIVERSIDE COUNTY DEPT OF PUBLIC HEALTH		1,450.00		
RIVERSIDE COUNTY INFORMATION TECHNOLOGY				
3/1/2010	200921	1,789.70	RADIO SVCS-PD	1,789.70
3/22/2010	201287	274.41	RADIO SVCS-TECH SVCS	187.15
			RADIO SVCS-TECH SVCS	9.85
			RADIO SVCS-TECH SVCS	34.01
			VPN CONNECTION SVCS	43.40
3/29/2010	201499	231.01	RADIO SVCS-TELECOMM	187.15
			RADIO SVCS-TELECOMM	9.85
			RADIO SVCS-TELECOMM	34.01
Vendor Total		2,295.12		
FYTD for RIVERSIDE COUNTY INFORMATION TECHNOLOGY		18,972.13		
RIVERSIDE COUNTY SHERIFF				
3/8/2010	201073	12,610.72	BOOKING FEES-PD	12,610.72
Vendor Total		12,610.72		
FYTD for RIVERSIDE COUNTY SHERIFF		26,857,823.53		
RIVERSIDE COUNTY SHERIFF BEN CLARK				
3/15/2010	201181	273.00	REGISTR-SEARCH WARRANT COURSES	91.00
			REGISTR-SEARCH WARRANT COURSES	91.00
			REGISTR-SEARCH WARRANT COURSES	91.00
3/22/2010	201288	0.00	REGISTR-SEARCH WARRANT COURSES	91.00
			REGISTR-SEARCH WARRANT COURSES	-91.00
Vendor Total		273.00		
FYTD for RIVERSIDE COUNTY SHERIFF BEN CLARK		9,035.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
RIVERSIDE COUNTY SHERIFF COURT SERVICES				
3/1/2010	200922	480.11		
			GARNISHMENT	76.77
			GARNISHMENT	403.34
3/15/2010	201182	524.94		
			GARNISHMENT	122.14
			GARNISHMENT	402.80
3/29/2010	201500	445.96		
			GARNISHMENT	148.83
			GARNISHMENT	297.13
Vendor Total		1,451.01		
FYTD for RIVERSIDE COUNTY SHERIFF COURT SERVICES		8,107.82		
RIVERSIDE COUNTY SHERIFF MV				
3/8/2010	201074	318.30		
			EXTRA DUTY-DUI CK POINT	318.30
Vendor Total		318.30		
FYTD for RIVERSIDE COUNTY SHERIFF MV		9,688.97		
RLZ ENGINEERING				
3/15/2010	880202	3,534.00		
			TEMP STAFFING SVCS-CAP PROJS	3,534.00
Vendor Total		3,534.00		
FYTD for RLZ ENGINEERING		124,229.25		
ROBINSON, DEBBIE				
3/1/2010	200923	20.00		
			REFUND-RABIES DEP	20.00
Vendor Total		20.00		
FYTD for ROBINSON, DEBBIE		20.00		
ROGERS, EUGENE				
3/1/2010	200924	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for ROGERS, EUGENE		2,231.12		
ROLLING RIDGE CLEANERS				
3/29/2010	201501	40.53		
			REFUND-BUS LIC OVRPMT	40.53
Vendor Total		40.53		
FYTD for ROLLING RIDGE CLEANERS		40.53		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ROSS A GUY & SONS, INC				
3/29/2010	201502	57.00	REFUND-BUS LIC OVRPMT	57.00
Vendor Total		57.00		
FYTD for ROSS A GUY & SONS, INC		57.00		
ROSS, DAVID T.				
3/1/2010	200925	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for ROSS, DAVID T.		2,868.57		
ROSSON, LOUIS A.				
3/1/2010	200926	289.86	RETIREE MEDICAL BENEFIT	193.36
			RETIREE MEDICAL BENEFIT	96.50
Vendor Total		289.86		
FYTD for ROSSON, LOUIS A.		2,469.71		
RUSSO, JOHN				
3/1/2010	200927	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for RUSSO, JOHN		2,868.57		
RYMAX ELECTRIC, INC.				
3/15/2010	201183	2,677.00	INSTALL. OF PALM TREE LIGHTS	2,052.00
			LIGHTING MAINT-E1	125.00
			LIGHTING MAINT-E2	125.00
			LIGHTING MAINT-E3	125.00
			LIGHTING MAINT-E7	125.00
			LIGHTING MAINT-ZONE M	125.00
3/22/2010	201289	914.12	LIGHT REPAIRS-E1	280.00
			LIGHT REPAIRS-E3	329.60
			LIGHT REPAIRS-E7	304.52
Vendor Total		3,591.12		
FYTD for RYMAX ELECTRIC, INC.		14,422.80		
S & R BEAUTY SALON				
3/29/2010	201503	24.00	REFUND-BUS LIC OVRPMT	24.00
Vendor Total		24.00		
FYTD for S & R BEAUTY SALON		24.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SA ASSOCIATES				
3/1/2010	200928	10,125.00	TEMP STAFFING SVCS-CAP PROJS	10,125.00
3/22/2010	880231	10,125.00	TEMP STAFFING SVCS-CAP PROJS	10,125.00
Vendor Total		20,250.00		
FYTD for SA ASSOCIATES		98,512.50		
SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP				
3/1/2010	200929	758.00	RECERTIFY CONTROL ROOMS	598.82
			RECERTIFY CONTROL ROOMS	159.18
Vendor Total		758.00		
FYTD for SAN BERNARDINO & RIVERSIDE CO FIRE EQUIP		7,360.21		
SAN BERNARDINO COUNTY SUPERINTENDENT*				
3/15/2010	201184	140.00	2/3/10 ASES PRGM WORKSHP FOR 7	140.00
Vendor Total		140.00		
FYTD for SAN BERNARDINO COUNTY SUPERINTENDENT*		240.00		
SANDERS, JANICE				
3/22/2010	201290	57.00	REFUND-BUS LIC OVRPMT	57.00
Vendor Total		57.00		
FYTD for SANDERS, JANICE		57.00		
SANO ATTORNEY SERVICE				
3/1/2010	200930	700.00	ASSET SEARCH FEE	350.00
			ASSET SEARCH FEE	350.00
Vendor Total		700.00		
FYTD for SANO ATTORNEY SERVICE		700.00		
SCMAF S. CA MUNI. ATHLETIC FEDERATION				
3/1/2010	200931	66.00	YTH BASKETBALL-REGIST	66.00
3/1/2010	200932	396.00	YTH BASKETBALL-PMBF	396.00
Vendor Total		462.00		
FYTD for SCMAF S. CA MUNI. ATHLETIC FEDERATION		534.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SCOTT PLUMBING, INC				
3/29/2010	201504	50.00	REFUND-BUS LIC OVRPMT	50.00
Vendor Total		50.00		
FYTD for SCOTT PLUMBING, INC		50.00		
SCREENVISION DIRECT				
3/1/2010	200933	1,328.00	ADVERTISING SVCS-ERC	768.00
			ADVERTISING SVCS-ERC	560.00
3/29/2010	201505	1,328.00	ADVERTISING SVCS-ERC	768.00
			ADVERTISING SVCS-ERC	560.00
Vendor Total		2,656.00		
FYTD for SCREENVISION DIRECT		6,212.00		
SECTRAN SECURITY, INC				
3/1/2010	200934	463.50	TRANSPORT SVCS-PARKS	154.50
			TRANSPORT SVCS-TREASURY	154.50
			TRANSPORT SVCS-UTILITY	154.50
3/29/2010	201506	463.50	TRANSPORT SVCS-PARKS	154.50
			TRANSPORT SVCS-TREASURY	154.50
			TRANSPORT SVCS-SPCL DIST	154.50
Vendor Total		927.00		
FYTD for SECTRAN SECURITY, INC		4,171.50		
SEIU				
3/15/2010	201185	180.50	REFUND-CRC DEP 1/30/10	180.50
Vendor Total		180.50		
FYTD for SEIU		180.50		
SELLERS, WAYNE				
3/22/2010	201291	50.00	REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for SELLERS, WAYNE		50.00		
SHAH, JAGDISH				
3/15/2010	880203	17,280.00	TEMP STAFFING SVCS-CAP PROJS	17,280.00
Vendor Total		17,280.00		
FYTD for SHAH, JAGDISH		164,760.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SHANNON, SAM				
3/22/2010	201292	50.00		
			REFUND-ANML SVC FEES	30.00
			REFUND-ANML SVC FEES	10.00
			REFUND-ANML SVC FEES	10.00
Vendor Total		50.00		
FYTD for SHANNON, SAM		50.00		
SHARRETT, SHARON K.				
3/1/2010	200935	193.36		
			RETIREE MEDICAL BENEFIT	193.36
Vendor Total		193.36		
FYTD for SHARRETT, SHARON K.		1,655.04		
SHELDON, STUART H.				
3/1/2010	200936	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for SHELDON, STUART H.		2,868.57		
SHELL OIL CO.				
3/8/2010	201076	56.93		
			FUEL PURCHASES	10.00
			FUEL PURCHASES	46.93
3/29/2010	201507	1,353.66		
			FUEL PURCHASE-PW EQUIP	15.77
			FUEL PURCHASE-PD	41.53
			FUEL PURCHASES-PD MTRCYCLES	1,296.36
Vendor Total		1,410.59		
FYTD for SHELL OIL CO.		15,151.60		
SHERIFF'S SPECIAL EVENTS				
3/8/2010	201077	20.00		
			ANNUAL CEREMONY	20.00
Vendor Total		20.00		
FYTD for SHERIFF'S SPECIAL EVENTS		20.00		
SHURTLEFF, JEANNETTE L.				
3/29/2010	201508	684.00		
			INSTRUCTION SVC-18 DAYS	684.00
Vendor Total		684.00		
FYTD for SHURTLEFF, JEANNETTE L.		2,470.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SIMON, SHERMAN				
3/29/2010	201509	75.00	INSTRUCTOR SVCS-CPR	75.00
Vendor Total		75.00		
FYTD for SIMON, SHERMAN		225.00		
SINGER & COFFIN, APC				
3/8/2010	201078	440.00	LEGAL SVCS-SR60/NASON ST PROJ	330.00
			LEGAL SVCS-SR60/MOR BEACH PROJ	110.00
3/15/2010	880204	2,712.50	LEGAL SVCS-SR60/NASON ST PROJ	1,792.50
			LEGAL SVCS-SR60/NASON ST PROJ	920.00
3/22/2010	880232	12,705.00	LEGAL SVCS-SR60/NASON ST PROJ	4,537.80
			LEGAL SVCS-SR60/NASON ST PROJ	5,927.20
			LEGAL SVCS-SR60/NASON ST PROJ	2,240.00
Vendor Total		15,857.50		
FYTD for SINGER & COFFIN, APC		65,162.15		
SINGLETON-DECUIR, JANISHEIA				
3/22/2010	201293	85.50	MILEAGE REIMBURSEMENT	85.50
Vendor Total		85.50		
FYTD for SINGLETON-DECUIR, JANISHEIA		386.85		
SKONBERG, HEATHER ALLISON				
3/1/2010	200938	2,500.00	CONSULTING SVCS-PERMITS PLUS	2,500.00
3/29/2010	201510	1,000.00	CONSULTING SVCS	1,000.00
Vendor Total		3,500.00		
FYTD for SKONBERG, HEATHER ALLISON		5,300.00		
SKY PUBLISHING				
3/29/2010	201511	1,665.00	ADVERTISING SVCS-CRC	1,665.00
Vendor Total		1,665.00		
FYTD for SKY PUBLISHING		39,671.00		
SKY TRAILS MOBILE VILLAGE				
3/15/2010	201187	49.01	REFUND-UUT USER TAXES	24.53
			REFUND-UUT USER TAXES	24.48
Vendor Total		49.01		
FYTD for SKY TRAILS MOBILE VILLAGE		202.41		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SLAGERMAN, SUSAN A.				
3/1/2010	200939	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for SLAGERMAN, SUSAN A.		3,431.03		
SLP COMMUNICATIONS				
3/25/2010	201332	40.00	WOMEN OF DISTINC. LUNCHEON	40.00
Vendor Total		40.00		
FYTD for SLP COMMUNICATIONS		40.00		
SMITH, MARIA A.				
3/1/2010	200940	315.59	RETIREE MEDICAL BENEFIT	315.59
Vendor Total		315.59		
FYTD for SMITH, MARIA A.		1,230.51		
SMITH, PAUL				
3/22/2010	201294	20.00	REFUND-RABIES DEP	20.00
Vendor Total		20.00		
FYTD for SMITH, PAUL		20.00		
SMUS, PAULA				
3/22/2010	201295	39.60	MILEAGE REIMBURSEMENT	39.60
Vendor Total		39.60		
FYTD for SMUS, PAULA		104.72		
SNYDER, JIM				
3/15/2010	201188	70.00	REFUND-VARIOUS A/C FEES	30.00
			REFUND-VARIOUS A/C FEES	10.00
			REFUND-VARIOUS A/C FEES	20.00
			REFUND-VARIOUS A/C FEES	10.00
Vendor Total		70.00		
FYTD for SNYDER, JIM		70.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SO. CALIF SCHOOL OF MUSIC				
3/8/2010	201079	1,323.00		
			INSTRUCTOR SVCS-GUITAR	135.00
			INSTRUCTOR SVCS-GUITAR	297.00
			INSTRUCTOR SVCS-PIANO	162.00
			INSTRUCTOR SVCS-PIANO	135.00
			INSTRUCTOR SVCS-PIANO	135.00
			INSTRUCTOR SVCS-PIANO	108.00
			INSTRUCTOR SVCS-PIANO	216.00
			INSTRUCTOR SVCS-PIANO	135.00
Vendor Total		1,323.00		
FYTD for SO. CALIF SCHOOL OF MUSIC		8,790.00		
SOCO GROUP, INC				
3/22/2010	201296	8,816.83		
			FUEL PURCHASE	4,895.90
			FUEL PURCHASE	3,920.93
Vendor Total		8,816.83		
FYTD for SOCO GROUP, INC		116,019.60		
SODEN ENTERPRISES, INC. DBA EASY YOGA				
3/1/2010	200941	77.40		
			INSTRUCTOR SVCS-YOGA	77.40
Vendor Total		77.40		
FYTD for SODEN ENTERPRISES, INC. DBA EASY YOGA		412.80		
SOLANO, ALEX				
3/1/2010	200942	706.00		
			AUDIO VISUAL SVCS	706.00
Vendor Total		706.00		
FYTD for SOLANO, ALEX		706.00		
SOLANO, NORMAN				
3/1/2010	200943	10.00		
			REFUND-ANML LIC FEE	10.00
Vendor Total		10.00		
FYTD for SOLANO, NORMAN		10.00		
SOLTIS AND COMPANY, INC.				
3/29/2010	201512	31.12		
			REFUND-BUS LIC OVRPMT	31.12
Vendor Total		31.12		
FYTD for SOLTIS AND COMPANY, INC.		31.12		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOSA, JORGE				
3/22/2010	201297	336.00		
			INSTRUCTOR SVC-NINPO	120.00
			INSTRUCTOR SVC-KARATEDO	144.00
			INSTRUCTOR SVC-KARATEDO	72.00
Vendor Total		336.00		
FYTD for SOSA, JORGE		3,252.00		
SOTO, TONY				
3/22/2010	201298	50.00		
			REFUND-TRAP DEPOSIT	50.00
Vendor Total		50.00		
FYTD for SOTO, TONY		50.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA EDISON				
3/1/2010	200945	18,231.28		
			ELECTRICITY	180.63
			ELECTRICITY	5,038.44
			ELECTRICITY	2,596.26
			ELECTRICITY	18.79
			ELECTRICITY	505.05
			ELECTRICITY	1,585.28
			ELECTRICITY	161.95
			ELECTRICITY	3,648.85
			ELECTRICITY	405.78
			ELECTRICITY	232.73
			ELECTRICITY	1,633.93
			ELECTRICITY	199.59
			ELECTRICITY	407.03
			ELECTRICITY	533.81
			ELECTRICITY	154.78
			ELECTRICITY	161.60
			ELECTRICITY	23.56
			ELECTRICITY	19.55
			ELECTRICITY	19.55
			ELECTRICITY	43.13
			ELECTRICITY	167.68
			ELECTRICITY	214.17
			ELECTRICITY	194.51
			ELECTRICITY	61.34
			ELECTRICITY	23.29
3/1/2010	200946	10,447.31		
			WDAT CHRGS-SUBSTATION	10,447.31
3/8/2010	201080	6,250.68		
			ELECTRICITY	65.42
			ELECTRICITY	146.28
			ELECTRICITY	1,009.81
			ELECTRICITY	1,749.81
			ELECTRICITY	118.90
			ELECTRICITY	330.80
			ELECTRICITY	746.47
			ELECTRICITY	139.83
			ELECTRICITY	351.19
			ELECTRICITY	21.62
			ELECTRICITY	1,155.87
			ELECTRICITY	161.28
			ELECTRICITY	143.65
			ELECTRICITY	65.01
			ELECTRICITY	44.74
3/15/2010	201189	4,130.56		
			ELECTRICITY	41.09
			ELECTRICITY	41.32
			ELECTRICITY	912.35
			ELECTRICITY	744.70
			ELECTRICITY	825.04
			ELECTRICITY	454.58
			ELECTRICITY	490.21



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
			ELECTRICITY	494.58
			ELECTRICITY	62.41
			ELECTRICITY	64.28
3/15/2010	201190	14,146.73	IFA CHARGES-SUBSTATION	14,146.73
3/22/2010	201299	1,099.13	ELECTRICITY-IFA CHARGES	1,099.13
3/29/2010	201514	353.60	ELECTRIC CHARGES	353.60
3/29/2010	201515	20,819.84	ELECTRICITY	175.70
			ELECTRICITY	5,487.42
			ELECTRICITY	2,492.70
			ELECTRICITY	18.79
			ELECTRICITY	481.21
			ELECTRICITY	1,820.07
			ELECTRICITY	849.28
			ELECTRICITY	162.76
			ELECTRICITY	4,837.11
			ELECTRICITY	411.01
			ELECTRICITY	354.68
			ELECTRICITY	1,828.20
			ELECTRICITY	234.51
			ELECTRICITY	422.23
			ELECTRICITY	513.57
			ELECTRICITY	132.50
			ELECTRICITY	149.54
			ELECTRICITY	278.53
			ELECTRICITY	25.40
			ELECTRICITY	48.01
			ELECTRICITY	28.77
			ELECTRICITY	43.21
			ELECTRICITY	24.64

Vendor Total 75,479.13

FYTD for SOUTHERN CALIFORNIA EDISON	6,274,167.02
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City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SOUTHERN CALIFORNIA GAS CO.				
3/22/2010	201301	10,815.57		
			GAS CHARGES	85.29
			GAS CHARGES	1,255.66
			GAS CHARGES	3,517.98
			GAS CHARGES	56.47
			GAS CHARGES	189.75
			GAS CHARGES	1,278.14
			GAS CHARGES	364.11
			GAS CHARGES	92.29
			GAS CHARGES	1,766.97
			GAS CHARGES	403.19
			GAS CHARGES	270.20
			GAS CHARGES	302.56
			GAS CHARGES	203.17
			GAS CHARGES	483.64
			GAS CHARGES	546.15
	Vendor Total	10,815.57		
FYTD for SOUTHERN CALIFORNIA GAS CO.		254,659.11		
SOUTHERN PET SUPPLIES				
3/8/2010	201081	604.25		
			PET SUPPLIES-RESALE	587.30
			PET SUPPLIES-RESALE	16.95
	Vendor Total	604.25		
FYTD for SOUTHERN PET SUPPLIES		1,516.95		
SPARKLETTS				
3/22/2010	201302	13.50		
			WATER SVC-EMRG OP	4.50
			WATER SVC-EMRG OP	4.50
			WATER SVC-SNNYMD ELEM	4.50
	Vendor Total	13.50		
FYTD for SPARKLETTS		366.17		
SPECK, GARY B.				
3/1/2010	200947	318.73		
			RETIREE MEDICAL BENEFIT	318.73
	Vendor Total	318.73		
FYTD for SPECK, GARY B.		2,868.57		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SPECTRUM CARE				
3/1/2010	200948	12,333.33		
			LANDSCAPE MAINT-E1A	1,793.33
			LANDSCAPE MAINT-E1	10,540.00
3/22/2010	880233	12,333.33		
			LANDSCAPE MAINT-E1A	1,793.33
			LANDSCAPE MAINT-E1	10,540.00
	Vendor Total	24,666.66		
FYTD for SPECTRUM CARE		98,666.64		
SPECTRUM FLORAL SERVICE				
3/29/2010	201516	97.98		
			REFUND-BUS LIC OVRPMT	97.98
	Vendor Total	97.98		
FYTD for SPECTRUM FLORAL SERVICE		97.98		
SPENCER, MARTHA				
3/1/2010	200949	194.53		
			RETIREE MEDICAL BENEFIT	194.53
	Vendor Total	194.53		
FYTD for SPENCER, MARTHA		2,026.23		
SPORTS INNOVATORS				
3/15/2010	201191	2,045.00		
			SPORTS OFFICIATING SVCS	2,045.00
	Vendor Total	2,045.00		
FYTD for SPORTS INNOVATORS		22,420.00		
SPRINT/NEXTEL				
3/8/2010	201082	143.34		
			ACCT #417544340 -GTF	143.34
	Vendor Total	143.34		
FYTD for SPRINT/NEXTEL		662.32		
STANDARD INSURANCE CO				
3/1/2010	200950	1,652.56		
			SUPPLEMENTAL INSURANCE	1,652.56
	Vendor Total	1,652.56		
FYTD for STANDARD INSURANCE CO		294,584.59		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STANLEY CONVERGENT SECURITY SOLUTNS, INC				
3/1/2010	200951	2,046.02		
			MONITORING SVCS-FAC ANNX	175.00
			MONITORING SVCS-FAC ANNX	175.00
			MONITORING SVCS-FAC ANNX	276.00
			MONITORING SVCS-CITY YARD	627.00
			MONITORING SVCS-TRNSP TRLR	105.00
			MONITORING SVCS-SENIOR CTR	333.03
			MONITORING SVCS-SPCL DIST	105.00
			MONITORING SVCS-ANML SHLTR	22.52
			MONITORING SVCS-ANML SHLTR	227.47
3/8/2010	201083	166.85		
			MONITORING SVCS-PARKS	166.85
3/15/2010	880205	851.78		
			SECURITY SYSTEM MAINT-PSB	175.00
			SECURITY SYSTEM MAINT-PSB	676.78
3/22/2010	880234	175.00		
			MONITORING SVCS-LIBRARY	175.00
3/29/2010	880253	366.85		
			MONITORING SVCS-PARKS	200.00
			MONITORING SVCS-PARKS	166.85
Vendor Total		3,606.50		
FYTD for STANLEY CONVERGENT SECURITY SOLUTNS, INC		24,070.62		
STATE BOARD OF EQUALIZATION				
3/22/2010	22810	4,054.00		
			SALES & USE TAX 02/01-02/28/10	4,054.00
Vendor Total		4,054.00		
FYTD for STATE BOARD OF EQUALIZATION		31,524.29		
STATE DISBURSEMENT UNIT				
3/4/2010	2587	1,543.37		
			CHILD SUPPORT W/H 03/04/10	1,543.37
3/18/2010	2595	1,527.23		
			CHILD SUPPORT W/H 03/18/10	1,527.23
Vendor Total		3,070.60		
FYTD for STATE DISBURSEMENT UNIT		35,467.94		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STATE OF CALIFORNIA DEPT. OF JUSTICE				
3/1/2010	200952	3,262.00		
			FINGERPRINTING SVCS	64.00
			FINGERPRINTING SVCS	3,198.00
3/8/2010	201084	3,472.00		
			FINGERPRINTING SVCS	160.00
			BLOOD ALCHL ANLYS-PD	1,680.00
			BLOOD ALCHL ANLYS-PD	875.00
			BLOOD ALCHL ANLYS-PD	105.00
			FINGERPRINTING SVCS	556.00
			FINGERPRINTING SVCS	96.00
3/22/2010	201303	2,035.00		
			FINGERPRINTINS SVCS	51.00
			FINGERPRINTINS SVCS	32.00
			FINGERPRINTING SVCS-BL	256.00
			FINGERPRINTING SVCS-EMRG OP	32.00
			FINGERPRINTING SVCS-STARS	1,664.00
Vendor Total		8,769.00		
FYTD for STATE OF CALIFORNIA DEPT. OF JUSTICE		45,973.00		
STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV				
3/15/2010	201193	195.83		
			MV UTILITY REFUND	189.56
			MV UTILITY REFUND	6.27
Vendor Total		195.83		
FYTD for STATE OF CALIFORNIA/DEPT OF COM SVCS&DEV		1,078.74		
STEFFANI, RICHARD				
3/1/2010	200953	477.00		
			REFUND-ADLT SOFTBALL FEE	477.00
Vendor Total		477.00		
FYTD for STEFFANI, RICHARD		477.00		
STENO SOLUTIONS TRANSCRIPTION SVCS., IN				
3/22/2010	201304	2,163.52		
			TRANSCRIPTION SVCS-PD	2,163.52
Vendor Total		2,163.52		
FYTD for STENO SOLUTIONS TRANSCRIPTION SVCS., IN		29,480.00		
STERICYCLE (BFI)				
3/8/2010	201085	442.16		
			MED WASTE HAULING SVC	442.16
3/29/2010	880254	442.26		
			MED WASTE HAULING SVCS	442.26
Vendor Total		884.42		
FYTD for STERICYCLE (BFI)		3,980.30		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STEVE'S VALLEY NURSERY				
3/15/2010	201194	117.45	SEEDTOPPER FOR PLANTS	117.45
Vendor Total		117.45		
FYTD for STEVE'S VALLEY NURSERY		117.45		
STEWART, CLIFFORD				
3/1/2010	200954	251.09	RETIREE MEDICAL BENEFIT	251.09
Vendor Total		251.09		
FYTD for STEWART, CLIFFORD		1,745.72		
STRADLING, YOCCA, CARLSON & RAUTH				
3/8/2010	201086	867.16	LEGAL SERVICES-RDA	400.00
			LEGAL SERVICES-CDBGR	467.16
3/22/2010	201305	6,758.00	LEGAL SVCS-NSP	2,676.83
			LEGAL SVCS-EDD	75.00
			LEGAL SVCS-EDD	2,075.06
			LEGAL SVCS-EDD	150.00
			LEGAL SVCS-EDD	275.00
			LEGAL SVCS-EDD	475.00
			LEGAL SVCS-RISK MGT	53.00
			LEGAL SVCS-EDD	292.94
			LEGAL SVCS-EDD	685.17
3/29/2010	201517	251.23	LEGAL SVCS-EDD	251.23
Vendor Total		7,876.39		
FYTD for STRADLING, YOCCA, CARLSON & RAUTH		81,329.78		
STREICH, TERRY L.				
3/1/2010	200955	30.33	RETIREE MEDICAL BENEFIT	30.33
Vendor Total		30.33		
FYTD for STREICH, TERRY L.		549.98		
STRICKLER ASSOCIATION, THE				
3/15/2010	201195	4,485.00	HOUSING PRGM CONSULTING SVCS	4,485.00
Vendor Total		4,485.00		
FYTD for STRICKLER ASSOCIATION, THE		30,875.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
STRICKLER II, JOHN W.				
3/1/2010	200956	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for STRICKLER II, JOHN W.		2,231.12		
STROM, BONNIE				
3/8/2010	201087	1,156.80	RETIREE MEDICAL BENEFIT	1,156.80
Vendor Total		1,156.80		
FYTD for STROM, BONNIE		1,156.80		
STROM, QUENTIN K.				
3/1/2010	200957	0.00	RETIREE MEDICAL BENEFIT	1,156.80
			RETIREE MEDICAL BENEFIT	-1,156.80
Vendor Total		0.00		
FYTD for STROM, QUENTIN K.		0.00		
STRUCTURAL TERMITE PEST CONTROL, INC				
3/29/2010	201518	24.82	REFUND-BUS LIC OVRPMT	24.82
Vendor Total		24.82		
FYTD for STRUCTURAL TERMITE PEST CONTROL, INC		24.82		
STUCKEY, HARRIETTE				
3/1/2010	200958	84.00	INSTRUCTOR SVCS-LINE DANCING	84.00
3/22/2010	201306	117.60	INSTRUCTOR SVC-LINE DANCING	117.60
Vendor Total		201.60		
FYTD for STUCKEY, HARRIETTE		894.60		
SUBWAY SANDWICH & SALAD				
3/29/2010	201519	98.86	REFUND-BUS LIC OVRPMT	98.86
Vendor Total		98.86		
FYTD for SUBWAY SANDWICH & SALAD		98.86		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
SUNNYMEAD ACE HARDWARE				
3/1/2010	200959	9.32	MISC SUPPLIES-FIRE	9.32
3/15/2010	201196	167.48	MISC SUPPLIES-PD	13.02
			MISC SUPPLIES-PD	10.82
			MISC SUPPLIES-PD	26.51
			MISC SUPPLIES-PD	117.13
3/29/2010	201520	10.65	MISC SUPPLIES-FIRE	10.65
Vendor Total		187.45		
FYTD for SUNNYMEAD ACE HARDWARE		3,061.84		
SUNNYMEAD VETERINARY CLINIC				
3/29/2010	201521	495.00	EMERG VET SVCS-ANML SHLTR	495.00
Vendor Total		495.00		
FYTD for SUNNYMEAD VETERINARY CLINIC		4,076.00		
T V PLUS +				
3/29/2010	201522	37.56	REFUND-BUS LIC OVRPMT	37.56
Vendor Total		37.56		
FYTD for T V PLUS +		37.56		
T.Y. LIN INTERNATIONAL				
3/8/2010	201088	19,548.08	GRAHAM ST OVRCRSSNG/SR-60 PROJ	19,548.08
Vendor Total		19,548.08		
FYTD for T.Y. LIN INTERNATIONAL		60,530.79		
TAITT, PATRICIA				
3/22/2010	201307	97.60	REFUND-PERMIT FEE	97.60
Vendor Total		97.60		
FYTD for TAITT, PATRICIA		97.60		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
THERMAL-COOL INC.				
3/1/2010	200961	3,342.64		
			HVAC REPAIRS-FIRE ADMIN AT PSB	1,110.64
			HVAC CONTROLS CONVERTED TO CCN	2,232.00
3/22/2010	201308	1,810.75		
			HVAC REPAIRS-CITY HALL	279.75
			HVAC REPAIRS-CITY HALL	105.00
			HVAC REPAIRS-PUB SFTY BLDG	1,426.00
	Vendor Total	5,153.39		
FYTD for THERMAL-COOL INC.		18,548.36		
THRIFTY OIL CO. ECONOMY 348				
3/29/2010	201524	71.85		
			REFUND-BUS LIC OVRPMT	71.85
	Vendor Total	71.85		
FYTD for THRIFTY OIL CO. ECONOMY 348		71.85		
T-LAND				
3/29/2010	201523	21.41		
			REFUND-BUS LIC OVRPMT	21.41
	Vendor Total	21.41		
FYTD for T-LAND		21.41		
TOVEY/SHULTZ CONSTRUCTION, INC.				
3/29/2010	201525	63.00		
			REFUND-BUS LIC OVRPMT	63.00
	Vendor Total	63.00		
FYTD for TOVEY/SHULTZ CONSTRUCTION, INC.		63.00		
TRICHE, TARA				
3/22/2010	201310	1,842.60		
			INSTRUCTOR SVCS-BALLET	355.20
			INSTRUCTOR SVCS-BALLET/ACRO	44.40
			INSTRUCTOR SVCS-DANCE EXPLOR.	843.60
			INSTRUCTOR SVCS-DANCE EXPLOR.	133.20
			INSTRUCTOR SVCS-HIP HOP DANCE	333.00
			INSTRUCTOR SVCS-HIP HOP DANCE	44.40
			INSTRUCTOR SVCS-INTERMD BALLET	88.80
	Vendor Total	1,842.60		
FYTD for TRICHE, TARA		17,360.40		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TRI-CITY LINEN SUPPLY, INC.				
3/1/2010	200962	25.50	LINEN RENTAL	25.50
3/8/2010	201089	143.00	LINEN RENTAL-CRC	25.00
			LINEN RENTAL-CRC	25.00
			LINEN RENTAL	36.00
			LINEN RENTAL	57.00
3/15/2010	201197	25.00	LINEN RENTAL-CRC	25.00
3/22/2010	201309	25.00	LINEN RENTAL-CRC	25.00
3/29/2010	201526	25.00	LINEN RENTAL-CRC	25.00
Vendor Total		243.50		
FYTD for TRI-CITY LINEN SUPPLY, INC.		1,593.20		
TRI-STATE HOME IMPROVEMENTS, INC				
3/29/2010	201527	520.00	REFUND-BUS LIC OVRPMT	520.00
Vendor Total		520.00		
FYTD for TRI-STATE HOME IMPROVEMENTS, INC		520.00		
TROPICAL PLAZA NURSERY, INC.				
3/15/2010	201198	18,512.56	LNDSCP MAINT-ZONE E-2	15,700.00
			LNDSCP MAINT-ZONE E-16	2,217.45
			IRRIG REPAIRS-ZONE E-2	595.11
3/29/2010	201528	900.00	LNDSCP WORK-HIDDEN SPRINGS	900.00
Vendor Total		19,412.56		
FYTD for TROPICAL PLAZA NURSERY, INC.		164,338.07		
TRUGREEN LANDCARE				
3/8/2010	201090	4,500.00	TRIM 100 PALM TREES-SUNNYMD BL	4,500.00
3/29/2010	201529	3,160.00	REMOVAL OF PALM TREE & STUMPS	550.00
			TREES TRIMMED-VISTA LOMAS PARK	590.00
			TREES TRIMMED-SUNNYMD FIRE STN	1,500.00
			TREES TRIMMED-SUNNYMD FIRE STN	520.00
Vendor Total		7,660.00		
FYTD for TRUGREEN LANDCARE		281,059.62		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
TRUJILLO, PETER / JUDY				
3/15/2010	201199	20.00	REFUND-RABIES DEPOSIT	20.00
Vendor Total		20.00		
FYTD for TRUJILLO, PETER / JUDY		20.00		
TUNTLAND, JAMES				
3/1/2010	200964	251.09	RETIREE MEDICAL BENEFIT	251.09
Vendor Total		251.09		
FYTD for TUNTLAND, JAMES		1,745.72		
TYLER, MATTIE				
3/29/2010	201530	30.00	REFUND-FALSE ALARM	30.00
Vendor Total		30.00		
FYTD for TYLER, MATTIE		30.00		
U S SECURITY ASSOCIATE				
3/29/2010	201531	34.57	REFUND-BUS LIC OVRPMT	34.57
Vendor Total		34.57		
FYTD for U S SECURITY ASSOCIATE		34.57		
U.S. HEALTHWORKS MEDICAL GROUP				
3/1/2010	200965	37.00	EMPLOYEE DOT/DMV EXAM	37.00
Vendor Total		37.00		
FYTD for U.S. HEALTHWORKS MEDICAL GROUP		9,920.00		
UNDERGROUND SERVICE ALERT				
3/22/2010	201312	466.50	DIGALERT TICKETS SUBSCRPTN SVC	116.62
			DIGALERT TICKETS SUBSCRPTN SVC	116.62
			DIGALERT TICKETS SUBSCRPTN SVC	116.63
			DIGALERT TICKETS SUBSCRPTN SVC	116.63
Vendor Total		466.50		
FYTD for UNDERGROUND SERVICE ALERT		6,144.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNION BANK OF CALIFORNIA				
3/1/2010	200966	976.34		
			INVESTMENT SAFEKEEPING SVCS	291.67
			INVESTMENT SAFEKEEPING SVCS	393.00
			INVESTMENT SAFEKEEPING SVCS	291.67
3/2/2010	91404	3,438.22		
			RETENTION PMT-PROJ 04-89280221	3,438.22
3/22/2010	201313	170.00		
			MONTHLY LOC TRANSFER FEES	170.00
3/22/2010	201314	510.00		
			MONTHLY LOC TRANSFER FEES	170.00
			MONTHLY LOC TRANSFER FEES	170.00
			MONTHLY LOC TRANSFER FEES	170.00
3/23/2010	1003171	6,802.24		
			RETENTION PMT-SUNNYMD BLVD PRJ	6,802.24
Vendor Total		11,896.80		
FYTD for UNION BANK OF CALIFORNIA		287,073.49		
UNITED POWER GENERATION, INC.				
3/1/2010	200968	1,352.63		
			EMERG GENERATOR RPRS-FS#65	738.50
			EMERG GENERATOR RPRS-FS#2	273.83
			EMERG GENERATOR MAINT-FS #91	261.70
			EMERG GENERATOR MAINT-FS #91	78.60
3/22/2010	201315	4,489.00		
			FIRE ST #91 GENERATOR REPAIRS	4,489.00
Vendor Total		5,841.63		
FYTD for UNITED POWER GENERATION, INC.		17,745.66		
UNITED SITE SERVICES OF CA, INC.				
3/15/2010	880206	184.72		
			PORTABLE TOILET SVC-GOLF CTR	77.33
			FENCE RENTAL-ANIMAL SHELTER	107.39
Vendor Total		184.72		
FYTD for UNITED SITE SERVICES OF CA, INC.		9,010.13		
UNITED STATES TREASURY				
3/1/2010	200969	50.00		
			PAYROLL DED AGREEMENT	50.00
3/15/2010	201200	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
3/29/2010	201532	50.00		
			PAYROLL DEDUCTION AGREEMENT	50.00
Vendor Total		150.00		
FYTD for UNITED STATES TREASURY		5,470.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
UNITED WAY OF INLAND VALLEYS				
3/1/2010	200970	637.18		
			UNITED WAY CONTRIBUTIONS	10.00
			UNITED WAY CONTRIBUTIONS	-10.00
			UNITED WAY CONTRIBUTIONS	10.00
			UNITED WAY CONTRIBUTIONS	627.18
3/15/2010	201201	627.18		
			UNITED WAY CONTRIBUTIONS	627.18
3/29/2010	201533	627.18		
			UNITED WAY CONTRIBUTIONS	627.18
Vendor Total		1,891.54		
FYTD for UNITED WAY OF INLAND VALLEYS		16,909.54		
USA MOBILITY/ARCH WIRELESS				
3/15/2010	880207	79.52		
			PAGER SVC-PARK RANGERS	2.03
			PAGER SVC-TRANSP DIV	5.08
			PAGER SVC-CITZ PATROL VOLNTRS.	33.53
			PAGER SVC-ANIMAL SVCS	38.88
Vendor Total		79.52		
FYTD for USA MOBILITY/ARCH WIRELESS		729.68		
VACATE PEST ELIMINATION COMPANY				
3/15/2010	880208	1,205.00		
			PEST CNTRL-MV UTILITY FLD OFFC	45.00
			PEST CNTRL-CITY HALL	75.00
			PEST CNTRL-FIRE ST #48	45.00
			PEST CNTRL-FIRE ST #2	45.00
			PEST CNTRL-FIRE ST #58	45.00
			PEST CNTRL-FIRE ST #65	45.00
			PEST CNTRL-FIRE ST #6	45.00
			PEST CNTRL-FIRE ST #91	45.00
			PEST CNTRL-CONF & REC CTR	75.00
			PEST CNTRL-GOLF CTR PRO SHOP	22.50
			PEST CNTRL-MVTV STUDIO	22.50
			PEST CNTRL-LIBRARY	55.00
			PEST CNTRL-TOWNGATE C.C.	45.00
			PEST CNTRL-SENIOR CTR	55.00
			PEST CNTRL-PUB SFTY BLDG	75.00
			PEST CNTRL-CITY YARD	115.00
			PEST CNTRL-TRANSP TRLR	45.00
			PEST CNTRL-ANIMAL SHELTER	115.00
			PEST CNTRL-ANNEX BLDG #1	55.00
			PEST CNTRL-FAC HOBBY SHOP/MARB	45.00
			PEST CNTRL-ASES/STARS BLDG	45.00
			PEST CNTRL-MARCH FLD PARK C.C.	45.00
Vendor Total		1,205.00		
FYTD for VACATE PEST ELIMINATION COMPANY		13,480.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VAL VERDE UNIFIED SCHOOL DISTRICT				
3/8/2010	201091	25.00	STUDENT/MONTH LUNCHEON	25.00
3/22/2010	201316	483.00	REFUND-RNTL DEP	483.00
Vendor Total		508.00		
FYTD for VAL VERDE UNIFIED SCHOOL DISTRICT		10,785.53		
VALI COOPER & ASSOCIATES, INC.				
3/22/2010	880236	8,820.00	TEMP STAFFING SVCS-CAP PROJS	8,820.00
Vendor Total		8,820.00		
FYTD for VALI COOPER & ASSOCIATES, INC.		129,397.50		
VALLEY CITIES GONZALES FENCE CO				
3/29/2010	201534	25.00	REFUND-BUS LIC OVRPMT	25.00
Vendor Total		25.00		
FYTD for VALLEY CITIES GONZALES FENCE CO		25.00		
VAS ASSOCIATES, INC.				
3/15/2010	880209	16,560.00	TEMP STAFFING SVCS-CAP PROJS	16,560.00
Vendor Total		16,560.00		
FYTD for VAS ASSOCIATES, INC.		164,205.00		
VASQUEZ, BRENDA				
3/8/2010	201092	20.00	REFUND-RABIES DEP	20.00
Vendor Total		20.00		
FYTD for VASQUEZ, BRENDA		20.00		
VAUGHAN, ELENE				
3/15/2010	201202	75.00	REFUND-SN DEPOSIT	75.00
Vendor Total		75.00		
FYTD for VAUGHAN, ELENE		75.00		
VCI TELCOM, INC				
3/29/2010	201535	3,081.03	RETENTION RLS-CAMPUS COMM PROJ	2,997.40
			RETENTION RLS-CAMPUS COMM PROJ	83.63
Vendor Total		3,081.03		
FYTD for VCI TELCOM, INC		30,810.25		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VERITEXT LOS ANGELES REPORTING CO.				
3/22/2010	201318	1,537.45		
			LEGAL SVCS	920.15
			LEGAL SVCS	237.50
			LEGAL SVCS	379.80
Vendor Total		1,537.45		
FYTD for VERITEXT LOS ANGELES REPORTING CO.		3,978.15		
VERIZON				
3/22/2010	201319	1,700.96		
			COMMUNICATION CHRGS-BACKBONE	1,700.96
Vendor Total		1,700.96		
FYTD for VERIZON		15,131.89		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VERIZON CALIFORNIA				
3/1/2010	200971	616.53	TELEPHONE CHRGS	616.53
3/15/2010	201204	9,910.91	TELEPHONE CHRGS	263.88
			TELEPHONE CHRGS	198.97
			TELEPHONE CHRGS	398.10
			TELEPHONE CHRGS	477.80
			TELEPHONE CHRGS	241.13
			TELEPHONE CHRGS	169.44
			TELEPHONE CHRGS	255.07
			TELEPHONE CHRGS	206.93
			TELEPHONE CHRGS	78.90
			TELEPHONE CHRGS	255.74
			TELEPHONE CHRGS	178.98
			TELEPHONE CHRGS	429.63
			TELEPHONE CHRGS	151.23
			TELEPHONE CHRGS	492.78
			TELEPHONE CHRGS	310.09
			TELEPHONE CHRGS	173.29
			TELEPHONE CHRGS	64.20
			TELEPHONE CHRGS	387.95
			TELEPHONE CHRGS	18.82
			TELEPHONE CHRGS	126.83
			TELEPHONE CHRGS	202.00
			TELEPHONE CHRGS	10.21
			TELEPHONE CHRGS	10.21
			TELEPHONE CHRGS	41.26
			TELEPHONE CHRGS	25.93
			TELEPHONE CHRGS	42.92
			TELEPHONE CHRGS	23.44
			TELEPHONE CHRGS	20.63
			TELEPHONE CHRGS	20.63
			TELEPHONE CHRGS	146.00
			TELEPHONE CHRGS	98.43
			TELEPHONE CHRGS	58.07
			TELEPHONE CHRGS	56.78
			TELEPHONE CHRGS	175.55
			TELEPHONE CHRGS	73.26
			TELEPHONE CHRGS	22.84
			TELEPHONE CHRGS	165.80
			TELEPHONE CHRGS	328.43
			TELEPHONE CHRGS	3,508.76
3/29/2010	201536	618.25	TELEPHONE CHRGS-ERC	618.25
Vendor Total		11,145.69		
FYTD for VERIZON CALIFORNIA		89,056.33		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VICTOR MEDICAL CO				
3/1/2010	200972	1,273.25		
			ANIMAL MEDICAL SUPPLIES	1,273.25
3/29/2010	201537	1,405.05		
			ANIMAL MEDICAL SUPPLIES	1,405.05
	Vendor Total	2,678.30		
FYTD for VICTOR MEDICAL CO		12,577.05		
VIGIL, ERNEST				
3/1/2010	200973	318.73		
			RETIREE MEDICAL BENEFIT	318.73
	Vendor Total	318.73		
FYTD for VIGIL, ERNEST		2,868.57		
VILLALOBOS, LUIS & MARIA				
3/29/2010	201538	50.00		
			REFUND-TRAP DEPOSIT	50.00
	Vendor Total	50.00		
FYTD for VILLALOBOS, LUIS & MARIA		50.00		
VISION SERVICE PLAN				
3/8/2010	201093	4,267.32		
			EMPLOYEE VISION INSURANCE	4,267.32
	Vendor Total	4,267.32		
FYTD for VISION SERVICE PLAN		39,879.96		
VISTA PAINT CORPORATION				
3/1/2010	200974	263.53		
			PAINT FOR PARKS	102.51
			PAINT FOR PARKS GRAFFITI	58.51
			PAINT FOR PARKS GRAFFITI	102.51
3/22/2010	201320	725.20		
			PAINT FOR PARKS	205.02
			PAINT/SUPPL FOR GRAFFITI RMVL	469.84
			PAINT/SUPPL FOR GRAFFITI RMVL	50.34
	Vendor Total	988.73		
FYTD for VISTA PAINT CORPORATION		10,939.99		
VOGT, CHRIS				
3/15/2010	201205	224.00		
			PER DIEM-LCC PW OFFICERS TRNG	224.00
	Vendor Total	224.00		
FYTD for VOGT, CHRIS		494.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
VOLUNTEER CENTER OF RIVERSIDE COUNTY				
3/22/2010	201321	616.79		
			RENTAL ASSIST SVCS-ADMIN FEES	466.79
			RENTAL ARREARS SVCS-ADMIN FEES	150.00
Vendor Total		616.79		
FYTD for VOLUNTEER CENTER OF RIVERSIDE COUNTY		65,282.23		
VULCAN MATERIALS CO, INC.				
3/15/2010	201206	1,418.39		
			ASPHALTIC MATERIAL PICK UP	159.41
			ASPHALTIC MATERIAL PICK UP	127.24
			ASPHALTIC MATERIAL PICK UP	190.94
			ASPHALTIC MATERIAL PICK UP	95.70
			ASPHALTIC MATERIAL PICK UP	845.10
Vendor Total		1,418.39		
FYTD for VULCAN MATERIALS CO, INC.		94,325.57		
W.R.G. INSPECTIONS				
3/29/2010	201539	4,940.00		
			SUNNYMD BLVD REVIT PROJ SVCS	4,940.00
Vendor Total		4,940.00		
FYTD for W.R.G. INSPECTIONS		4,940.00		
WAGGONER JR., GLENN C.				
3/1/2010	200975	318.73		
			RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for WAGGONER JR., GLENN C.		2,868.57		
WAGNER, GARY D.				
3/1/2010	200976	315.59		
			RETIREE MEDICAL BENEFIT	315.59
Vendor Total		315.59		
FYTD for WAGNER, GARY D.		2,859.15		
WAGONER, ROBERT				
3/1/2010	200977	348.20		
			RETIREE MEDICAL BENEFIT	348.20
Vendor Total		348.20		
FYTD for WAGONER, ROBERT		1,724.80		
WASSON, KIRK				
3/22/2010	880237	418.00		
			INSTRUCTION SVCS-11 DAYS	418.00
Vendor Total		418.00		
FYTD for WASSON, KIRK		1,558.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WASTE MANAGEMENT OF THE INLAND EMPIRE				
3/22/2010	201322	1,244.51		
			STORAGE BIN RENTALS	1,244.51
Vendor Total		1,244.51		
FYTD for WASTE MANAGEMENT OF THE INLAND EMPIRE		12,095.20		
WAYNE PERRY CONSTRUCTION				
3/29/2010	201540	40.90		
			REFUND-BUS LIC OVRPMT	40.90
Vendor Total		40.90		
FYTD for WAYNE PERRY CONSTRUCTION		40.90		
WELLS FARGO CORPORATE TRUST				
3/2/2010	91401	951.63		
			INTEREST VARIABLE RATE BOND	951.63
Vendor Total		951.63		
FYTD for WELLS FARGO CORPORATE TRUST		5,626,661.22		
WEST COAST ARBORISTS, INC.				
3/15/2010	201208	765.00		
			TRIMMING OF PALM TREES	765.00
Vendor Total		765.00		
FYTD for WEST COAST ARBORISTS, INC.		765.00		
WEST GOVERNMENT SERVICES				
3/1/2010	200978	500.00		
			"CLEAR" AUTO TRACK SVCS FOR PD	500.00
3/15/2010	201209	500.00		
			"CLEAR" AUTO TRACK SVCS FOR PD	500.00
Vendor Total		1,000.00		
FYTD for WEST GOVERNMENT SERVICES		4,000.00		
WEST GROUP				
3/22/2010	880238	628.95		
			ONLINE CHRGS-LEGAL INFO	184.12
			LEGAL PUBLICATIONS SUBSRCTNS	444.83
Vendor Total		628.95		
FYTD for WEST GROUP		6,892.49		
WESTERN ELEVATOR, INC				
3/29/2010	201541	29.09		
			REFUND-BUS LIC OVRPMT	29.09
Vendor Total		29.09		
FYTD for WESTERN ELEVATOR, INC		29.09		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WESTERN FIRE CO., INC				
3/29/2010	201542	33.50	REFUND-BUS LIC OVRPMT	33.50
Vendor Total		33.50		
FYTD for WESTERN FIRE CO., INC		33.50		
WESTERN INSULATIONS, LP				
3/29/2010	201543	23.26	REFUND-BUS LIC OVRPMT	23.26
Vendor Total		23.26		
FYTD for WESTERN INSULATIONS, LP		23.26		
WESTERN MUNICIPAL WATER DISTRICT				
3/22/2010	201323	55.30	WATER CHRGS-MFPCC BLDG	55.30
Vendor Total		55.30		
FYTD for WESTERN MUNICIPAL WATER DISTRICT		20,652.23		
WHEELER PAVING, INC.				
3/1/2010	200979	20,928.87	LASSELLE ST WIDENING PROJ SVCS	2,407.72
			LASSELLE ST WIDENING PROJ SVCS	18,521.15
Vendor Total		20,928.87		
FYTD for WHEELER PAVING, INC.		1,537,747.52		
WHIPPLE, LEWIS & LINDA				
3/22/2010	201324	20.00	REFUND-RABIES DEP	20.00
Vendor Total		20.00		
FYTD for WHIPPLE, LEWIS & LINDA		95.00		
WIELIN, RONALD A.				
3/1/2010	200980	318.73	RETIREE MEDICAL BENEFIT	318.73
Vendor Total		318.73		
FYTD for WIELIN, RONALD A.		2,868.57		
WILLDAN AND ASSOCIATES				
3/8/2010	201094	1,282.50	EASTRIDGE EIR REVIEW SVCS	1,282.50
3/22/2010	201325	5,713.31	PLAN CHECK SVCS	5,713.31
Vendor Total		6,995.81		
FYTD for WILLDAN AND ASSOCIATES		223,655.55		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WILLDAN FINANCIAL SERVICES				
3/1/2010	200981	1,250.00		
			ANNUAL DISCLOSURE SVCS	1,250.00
3/15/2010	201210	2,500.00		
			ANNUAL DISCLOSURE SVCS-07 TABS	2,500.00
3/29/2010	201544	30.77		
			REFUND-BUS LIC OVRPMT	30.77
	Vendor Total	3,780.77		
FYTD for WILLDAN FINANCIAL SERVICES		8,125.77		
WILLHITE INSURANCE AGENCY, INC				
3/29/2010	201545	42.84		
			REFUND-BUS LIC OVRPMT	42.84
	Vendor Total	42.84		
FYTD for WILLHITE INSURANCE AGENCY, INC		42.84		
WILLIAMS, COURTNEY				
3/22/2010	201326	152.00		
			INSTRUCTION SVCS-4 DAYS	152.00
	Vendor Total	152.00		
FYTD for WILLIAMS, COURTNEY		456.00		
WILLIAMS, ERICA & ARIAZ, ANDREW				
3/1/2010	200982	26.00		
			REFUND-ANML SVC FEES	20.00
			REFUND-ANML SVC FEES	6.00
	Vendor Total	26.00		
FYTD for WILLIAMS, ERICA & ARIAZ, ANDREW		26.00		
WILLIAMS, JANE L.				
3/1/2010	200983	244.76		
			RETIREE MEDICAL BENEFIT	244.76
	Vendor Total	244.76		
FYTD for WILLIAMS, JANE L.		1,099.24		
WILLOUGHBY, LORIA				
3/1/2010	200984	27.00		
			MILEAGE REIMBURSEMENT	27.00
3/29/2010	201546	63.00		
			MILEAGE REIMBURSEMENT	63.00
	Vendor Total	90.00		
FYTD for WILLOUGHBY, LORIA		370.50		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WINCHESTER ASSOCIATES, INC				
3/29/2010	201547	45.27	REFUND-BUS LIC OVRPMT	45.27
Vendor Total		45.27		
FYTD for WINCHESTER ASSOCIATES, INC		45.27		
WINE WAREHOUSE				
3/29/2010	201548	23.43	REFUND-BUS LIC OVRPMT	23.43
Vendor Total		23.43		
FYTD for WINE WAREHOUSE		23.43		
WINZLER & KELLY CONSULTING ENGINEERS				
3/22/2010	201327	14,960.00	TEMP STAFFING SVCS-CAP PROJS	14,960.00
3/29/2010	201549	2,831.36	IRONWOOD AVE-PERRIS TO NASON	2,831.36
Vendor Total		17,791.36		
FYTD for WINZLER & KELLY CONSULTING ENGINEERS		336,377.59		
WOODWARD, BRYAN				
3/1/2010	200986	360.00	INSTRUCTOR SVCS-DOG TRNG CLASS	360.00
Vendor Total		360.00		
FYTD for WOODWARD, BRYAN		660.00		
WRCRCA				
3/22/2010	201328	13,566.00	RESIDENTIAL FEES CLLCTD	13,566.00
Vendor Total		13,566.00		
FYTD for WRCRCA		199,222.00		



City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
WURM'S JANITORIAL SERVICES, INC.				
3/1/2010	200987	3,976.88		
			CLEAN CARPET/UPHOLSTERY-FS#2	379.40
			CLEAN CARPET/UPHOLSTERY-FS#6	687.89
			CLEAN CARPET/UPHOLSTERY-FS#48	336.88
			CLEAN CARPET/UPHOLSTERY-FS#58	195.50
			CLEAN CARPET/UPHOLSTERY-FS#65	336.88
			CLEAN CARPET/UPHOLSTERY-FS#91	435.33
			JANITORIAL SVCS-ANIMAL SHELTER	200.00
			JANITORIAL SVCS-CONF & REC CTR	805.00
			JANITORIAL SVCS-TOWNGATE C.C.	600.00
3/15/2010	880210	130.00		
			SPCL CLEANING SVCS-SR CTR	130.00
3/17/2010	880212	1,153.44		
			JANITORIAL SVCS-SUNNYMD ELEM.	184.10
			JANITORIAL SVCS-RAINBOW RIDGE	310.19
			JANITORIAL SVCS-RED MAPLE ELEM	310.19
			JANITORIAL SVCS-EMP RES CTR	348.96
3/22/2010	880239	22,485.05		
			JANITORIAL SVCS-TOWNGATE C.C.	360.00
			JANITORIAL SVCS-CONF & REC CTR	1,120.00
			JANITORIAL SVCS-CITY HALL	4,588.23
			JANITORIAL SVCS-CITY YARD	346.90
			JANITORIAL SVCS-TRANSP TRLR	98.40
			JANITORIAL SVCS-ESA ANNEX	735.73
			JANITORIAL SVCS-FAC ANNEX	124.29
			JANITORIAL SVCS-LIBRARY	1,771.79
			JANITORIAL SVCS-GOLF PRO SHOP	644.70
			JANITORIAL SVCS-PUB SFTY BLDG	5,564.25
			JANITORIAL SVCS-GANG TSK FORCE	112.82
			JANITORIAL SVCS-MVTV STUDIO	58.05
			JANITORIAL SVCS-SENIOR CTR	1,916.18
			JANITORIAL SVCS-STARS HDQTRS	298.87
			JANITORIAL SVCS-SUNNYMD MIDDLE	152.10
			JANITORIAL SVCS-TOWNGATE C.C.	691.38
			JANITORIAL SVCS-TS ANNEX	453.43
			JANITORIAL SVCS-CONF & REC CTR	3,447.93
3/29/2010	880256	1,345.70		
			JANITORIAL SVCS-SENIOR CTR	390.00
			JANITORIAL SVCS-MARCH FLD PARK	955.70
	Vendor Total	29,091.07		

FYTD for WURM'S JANITORIAL SERVICES, INC.	231,974.08
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City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
XEROX				
3/1/2010	200988	2,718.74		
			COPIER RNTL/MAINT-GRAPHICS DIV	397.79
			COPIER RNTL/EXC PRNTS-GRAPHICS	993.56
			COPIER RNTL/MAINT-GRAPHICS DIV	397.79
			COPIER RNTL/EXC PRNTS-GRAPHICS	929.60
3/15/2010	201211	953.73		
			COPIER RNTL/MAINT-PD	65.00
			COPIER RNTL/MAINT-PD	71.80
			COPIER RNTL/MAINT-PD	59.80
			COPIER RNTL/MAINT-PARKS	359.34
			COPIER RNTL/MAINT-GRAPHICS DIV	397.79
3/22/2010	201329	1,486.48		
			COPIER RNTL/MAINT/EXC PRNTS-PD	23.15
			COPIER RNTL/MAINT/EXC PRNTS-PD	117.20
			COPIER RNTL/MAINT-STARS	107.00
			COPIER EXC PRINTS CHRG-STARS	1,028.83
			COPIER RNTL/MAINT/EXC PRNTS-PD	210.30
3/29/2010	201550	2,171.40		
			COPIER RNTL/MAINT/PRNTS-PARKS	681.66
			COPIER RNTL/MAINT/PRNTS-PARKS	307.65
			COPIER RNTL/MAINT/PRNTS-GRPHCS	1,182.09
Vendor Total		7,330.35		
FYTD for XEROX		53,191.04		
YAMASHITA, JULIA J.				
3/1/2010	200989	289.60		
			RETIREE MEDICAL BENEFIT	289.60
Vendor Total		289.60		
FYTD for YAMASHITA, JULIA J.		1,503.70		
YOUR VILLA, SHOPPING GUIDE FOR YOUR HOME				
3/22/2010	201330	525.00		
			ADVERTISING SVCS	262.50
			ADVERTISING SVCS	262.50
Vendor Total		525.00		
FYTD for YOUR VILLA, SHOPPING GUIDE FOR YOUR HOME		1,035.00		
ZEISER KLING CONSULTANTS, INC.				
3/8/2010	201095	11,076.25		
			TRAF SIG AT SR60/REDLANDS BLVD	2,637.25
			TRAF SIG AT SR60/REDLANDS BLVD	5,504.75
			TRAF SIG AT SR60/REDLANDS BLVD	2,934.25
Vendor Total		11,076.25		
FYTD for ZEISER KLING CONSULTANTS, INC.		11,076.25		



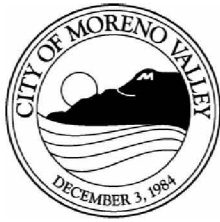
City of Moreno Valley

Check Register

For Period 3/1/2010 through 3/31/2010

Check Date	Check Number	Check Amount	Description/Purpose of Payment	Payment Amount(s)
ZUMAR INDUSTRIES, INC.				
3/1/2010	200990	2,865.80		
			SIGNS/HARDWARE FOR TRANSP DIV.	445.02
			SIGNS FOR TRANSP DIV.	2,163.04
			SIGNS/HARDWARE-BICYCLE LN PROJ	257.74
	Vendor Total	2,865.80		
FYTD for ZUMAR INDUSTRIES, INC.		30,127.42		
	Subtotal	1,727,292.20		
	GRAND TOTAL	67,977,881.05		

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: May 25, 2010

TITLE: Approval of Amendment No.1 to Agreement to Form the Lake Elsinore and Canyon Lake Total Maximum Daily Load (TMDL) Task Force

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve Amendment No. 1 to Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force approved as to form by the City Attorney;
2. Authorize the Mayor to execute Amendment No. 1 to Agreement;
3. Authorize the Public Works Director/City Engineer to execute future amendments to the Agreement; and
4. Direct the City Clerk to attest to the Mayor's signature and transmit the executed Amendment No. 1 to Agreement to the Santa Ana Watershed Project Authority.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not Applicable

BACKGROUND

A TMDL is the amount of a specific pollutant that can be assimilated by a particular water body without causing impairment to its designated uses, i.e., swimming, fishing, municipal water supply, etc. If a water body cannot assimilate the specific pollutant the

water body is determined “impaired” under the federal Clean Water Act. States are required to identify their impaired water bodies, determine the specific pollutant(s) causing impairment and prepare a TMDL. In the 1990’s, the Santa Ana Regional Water Quality Control Board (Board) complied with the Clean Water Act and identified Lake Elsinore and Canyon Lake as water bodies impaired by two nutrients, nitrogen and phosphorous as well as other pollutants.

In 2000, the Board identified the federal, State and local agencies as well as the special districts and private parties, collectively “Stakeholders” that directly or indirectly discharge nutrients to Canyon Lake and Lake Elsinore. Moreno Valley was named a Stakeholder. At that time, the Board organized a TMDL Stakeholder Workgroup in which the city was an active participant. Subsequently, the Board prepared a nutrient TMDL report and implementation plan.

On December 20, 2004, the Board adopted Resolution No. R8-2004-0037 incorporating the nutrient TMDL into the Santa Ana River Basin (Basin Plan). On May 19, 2005, the TMDL was approved by the State Water Resources Control Board per Resolution No. 2005-0038 and by the California Office of Administrative Law on July 26, 2005. On September 30, 2005, the United States Environmental Protection Agency (USEPA) Region IX approved the nutrient TMDL. The nutrient TMDL became law based upon the California Water Code and is now enforceable by the State and USEPA.

On January 30, 2006, the Board sent letters to the Stakeholders setting forth a requirement under the California Water Code Section 13267 for each to submit technical reports, plans and schedules for the implementation of the TMDL. On February 16, 2006, the Riverside County Flood Control and Water Conservation District (FCD) staff briefed the City Managers of the affected cities regarding the proposed task force and to review each city’s cost share if they joined the task force. On February 21, 2006, staff updated City Council on the TMDL progress. Staff presented the concept of participating in TMDL Task Force as a way for Moreno Valley to comply with the State and federal TMDL mandate.

On July 11, 2006, the City Council agreed the city should participate in the TMDL Task Force and authorized the Mayor to execute the Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force. The agreement is set to terminate on June 30, 2010, unless extended by mutual agreement of the Task Force Agencies.

DISCUSSION

Amendment No. 1 to Agreement (Attachment No. 1) has been transmitted to the Task Force Agencies for consideration of continued participation in the Task Force for one additional year ending June 30, 2011. This allows the Task Force sufficient time to complete a pollutant modeling analysis for Stakeholder pollutant allocations. Additionally, two new cities, Wildomar and Menifee, incorporated after execution of the Agreement and have requested to be agencies of the Task Force.

Continuing participation in the Task Force provides the city access to additional professional and fiscal resources for the specific purpose to address common TMDL tasks identified in Recital “D” of the executed Agreement (Attachment No. 2). The TMDL Task Force includes two federal agencies, one Joint Powers Authority, two State agencies, the County of Riverside, eleven cities, three special districts, and one agricultural coalition representing farming interests and dairy interests. The Lake Elsinore San Jacinto Watershed Authority is the Task Force Administrator.

The benefits of continued participation in the TMDL Task Force include;

- Having oversight of the Administrator and other water quality professionals hired to manage the various contracts necessary for common TMDL tasks that benefit Moreno Valley;
- Performance goals to ensure the Stakeholders remain in compliance by producing various reports, schedules, and plans by the mandated deadlines that are common to all;
- A greater voice to advocate the city’s position to water quality issues affecting the watershed, and;
- Sharing costs for common tasks is sound fiscal management.

ALTERNATIVES

1. Approve Amendment No. 1 to Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force. Staff recommends this alternative. Alternative One provides Moreno Valley the opportunity to continue to benefit from a pool of resources to address common TMDL tasks thus reduce overall costs and take credit for in-kind services provided by the FCD.
2. Do not approve Amendment No. 1 to Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force. Staff does not recommend this alternative. The city must perform the tasks outlined in the TMDL as addressed in the 13267 letter and as now identified in the 2010 NPDES Permit of which the city is a co-permittee. Undertaking the tasks as an individual stakeholder will substantially increase the city’s cost of TMDL compliance.

FISCAL IMPACT

Moreno Valley utilizes the General Fund to cover TMDL costs. County Service Area (CSA) 152 could be expanded to address TMDLs. A city-wide mail ballot proceeding would be necessary should City Council wish to increase the CSA 152 levy to address TMDLs. The NPDES Regulatory Rates for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development do not address TMDLs. The Regulatory Rate Schedules could be reviewed and amended to address TMDL costs associated with new development.

Alternative One

Moreno Valley's share as a member of the TMDL Task Force is approximately \$65,000 for FY 2010/2011. As a member, Moreno Valley will continue to benefit from shared costs as well as in-kind services provided by the FCD for watershed-wide water sampling mandated as part of the 2010 National Pollutant Discharge Elimination System (NPDES) Permit.

Additionally, grant monies are available for water quality projects. The TMDL Task Force Administrator has available staff to seek grants. The Administrator will apply for grants as they become available which could further reduce the Stakeholders' compliance costs.

Alternative Two

As an individual stakeholder performing the required tasks separately from the TMDL Task Force, Moreno Valley's costs are estimated to be \$605,000 FY 2010/2011 per the recent budget approved by the Task Force. Moreno Valley would be required to perform the same mandated tasks as the TMDL Task Force but as a separate stakeholder. The \$605,000 does not include the costs for additional city Storm Water Management Program staff or consultants to perform the mandated tasks. Additional fund transfers would be necessary for FY 2010/2011 by approving this alternative.

Following Fiscal Years

At this time, it is not known what Moreno Valley's costs will be in subsequent fiscal years. Compliance with the TMDLs must be achieved by December 31, 2020. It is anticipated Moreno Valley will have TMDL expenditures each fiscal year through 2020. As one or more Stakeholders implement Best Management Practices to achieve compliance with the TMDL, program costs may shift to the other Stakeholders thus increasing their costs. Additionally, the City Managers acting as the NPDES Management Steering Committee for the affected cities may determine other cost sharing models to more equitably split the shared costs between the cities and the county other than the current method of using a population based cost sharing model.

CITY COUNCIL GOALS

Advocacy. Approval of the attached Amendment to Agreement will assist Moreno Valley to develop cooperative intergovernmental relationships with other Task Force Agencies. Being a Task Force Agency will assist staff to advocate City policies, objectives, and goals related to water quality to appropriate governments and agencies.

Revenue Diversification and Preservation. Approval of the attached agreement will assist in leveraging scarce city funds to provide mandated TMDL reports, plans and schedules enforceable under state and Federal laws.

SUMMARY

The Nutrient TMDL for Lake Elsinore and Canyon Lake is in effect. The city received a 13267 letter from the Board stating that it must address the TMDL tasks as approved by the State Water Resources Control Board and USEPA. The TMDL Task Force for Lake Elsinore and Canyon Lake was formed by interested Stakeholders as a vehicle to address the State and federal mandate. Continued participation in the task force allows Moreno Valley to leverage resources necessary to remain in compliance with the TMDL.

There are neither State nor federal funds earmarked for Moreno Valley to perform the mandated tasks. The General Fund provides the funding for Moreno Valley’s budgeted costs. Performing the TMDL mandated tasks as an individual stakeholder will substantially increase the city’s costs and ignoring the mandates will result in city non-compliance subjecting the city, staff and/or officials to civil and possible criminal actions by the State and/or federal governments.

NOTIFICATION

Publication of Agenda

ATTACHMENTS/EXHIBITS

Attachment No. 1—Amendment No. 1 to Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force (PG. 161-184)

Attachment No. 2—Copy of Executed Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force (PG. 185-222)

Prepared By
Kent Wegelin
Storm Water Program Manager

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

Concurred By
Mark A. Sambito
Engineering Division Manager

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

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**AMENDMENT NO. 1 TO AGREEMENT TO FORM
THE LAKE ELSINORE AND CANYON LAKE
TMDL TASK FORCE**

This Amendment No. 1 is made this ___ day of _____, 20___, by and among the Task Force Agencies that constitute the Lake Elsinore and Canyon Lake TMDL Task Force.

RECITALS

WHEREAS, the Lake Elsinore and Canyon Lake TMDL Task Force was created pursuant to that certain agreement entitled "*Agreement to Form the Lake Elsinore and Canyon Lake TMDL Task Force*" dated March 5, 2007 (" Agreement"); and

WHEREAS, it is the purpose of this Amendment No. 1 to the Agreement for all Task Force Agencies to mutually extend the duration of the Agreement one full year and to add the City of Menifee and the City of Wildomar to the Task Force.

NOW, THEREFORE, the parties mutually agree that the Agreement is amended as follows:

1. The duration of the Agreement is extended one full year to **June 30, 2011**, and
2. The following Agencies are hereby added as a "**Task Force Agency**" to the Agreement:

**CITY OF MENIFEE
CITY OF WILDOMAR**

IN WITNESS WHEREOF, the Parties hereto have executed this **Amendment No. 1** on the date opposite their respective signatures. This Amendment becomes effective as of the date of the latest signature page received.

LAKE ELSINORE AND SAN JACINTO WATERSHEDS AUTHORITY

BY _____

TITLE _____

DATE _____

Attachment No. 1

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled “AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE”

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE (SAN BERNARDINO NATIONAL
FOREST MANAGEMENT ZONE)**

BY _____

TITLE _____

DATE _____

APPROVED AS TO FORM

By _____
Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE (CLEVELAND NATIONAL FOREST
MANAGEMENT ZONE)**

BY _____

TITLE _____

DATE _____

APPROVED AS TO FORM

By _____
Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

US AIR FORCE (MARCH AIR RESERVE BASE)

BY _____

TITLE _____

DATE _____

APPROVED AS TO FORM

By _____
Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled “AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE”

MARCH AIR RESERVE BASE JOINT POWERS AUTHORITY

BY _____

TITLE _____

DATE _____

APPROVED AS TO FORM

By _____
Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CALIFORNIA DEPARTMENT OF TRANSPORTATION

BY _____

TITLE _____

DATE _____

APPROVED AS TO FORM

By _____
Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY _____

TITLE _____

DATE _____

APPROVED AS TO FORM

By _____
Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

ELSINORE VALLEY MUNICIPAL DISTRICT

BY _____

TITLE _____

DATE _____

APPROVED AS TO FORM

By _____
Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

EASTERN MUNICIPAL WATER DISTRICT

BY _____

TITLE _____

DATE _____

APPROVED AS TO FORM

By _____
Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

WESTERN RIVERSIDE COUNTY AGRICULTURE COALITION

BY _____

TITLE _____

DATE _____

APPROVED AS TO FORM

By _____
Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

RECOMMENDED FOR APPROVAL:

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

By _____ By
WARREN D. WILLIAMS
General Manager-Chief Engineer

JEFF STONE, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM

ATTEST:

JOE S. RANK
County Counsel

NANCY ROMERO
Clerk to the Board

By _____ By
DAVID H.K. HUFF
Deputy County Counsel

Deputy

(SEAL)

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By _____ By
LARRY PARRISH
County Executive Officer

JEFF STONE, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

APPROVED AS TO FORM

ATTEST:

JOE S. RANK
County Counsel

NANCY ROMERO
Clerk to the Board

By _____ By
DAVID H.K. HUFF
Deputy County Counsel

Deputy
(SEAL)

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF BEAUMONT

BY _____
Mayor

DATE _____

APPROVED AS TO FORM

By _____
City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF CANYON LAKE

BY _____
Mayor

DATE _____

APPROVED AS TO FORM

By _____
City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF HEMET

BY _____
Mayor

DATE _____

APPROVED AS TO FORM

By _____
City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF LAKE ELSINORE

BY _____
Mayor

DATE _____

APPROVED AS TO FORM

By _____
City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled “AMENDMENT NO.1 TO AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE”

CITY OF MORENO VALLEY

BY _____
Mayor

DATE _____

ATTEST

BY _____
City Clerk

APPROVED AS TO FORM

BY _____
City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF MURRIETA

BY _____
Mayor

DATE _____

APPROVED AS TO FORM

By _____
City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF PERRIS

BY _____
Mayor

DATE _____

APPROVED AS TO FORM

By _____
City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF RIVERSIDE

BY _____
Mayor

DATE _____

APPROVED AS TO FORM

By _____
City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF SAN JACINTO

BY _____
Mayor

DATE _____

APPROVED AS TO FORM

By _____
City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF MENIFEE

By _____

DATE _____

APPROVED AS TO FORM

BY _____
Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF WILDOMAR

By _____

DATE _____

APPROVED AS TO FORM

BY _____
Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

**SANTA ANA REGIONAL WATER
QUALITY CONTROL BOARD**

BY _____

TITLE _____

DATE _____

JEU:cw
P8\
6/6/06

**AGREEMENT TO FORM
THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE**

This Agreement, entered into as of this 17 day of JULY, 2006, to form the Lake Elsinore and Canyon Lake TMDL Task Force (hereinafter "AGREEMENT") is made by and among the following entities, which are hereinafter sometimes collectively referred to as "TASK FORCE AGENCIES" or individually as "TASK FORCE AGENCY":

United States Department of Agriculture, Forest Service (Forest Service)	City of Riverside
US Air Force (March Air Reserve Base)	City of San Jacinto
March Air Reserve Base Joint Powers Authority	Elsinore Valley Municipal Water District
California Department of Transportation	Eastern Municipal Water District
California Department of Fish and Game	Western Riverside County Agriculture Coalition
County of Riverside	on behalf of the Agricultural Operators in the San Jacinto River Basin
City of Beaumont	Western Riverside County Agriculture Coalition
City of Canyon Lake	on behalf of the Dairy Operators in the San Jacinto River Basin
City of Hemet	Riverside County Flood Control and Water Conservation District
City of Lake Elsinore	
City of Moreno Valley	
City of Murrieta	
City of Perris	

I. RECITALS

A. Whereas, in 1998, the Santa Ana Regional Water Quality Control Board (hereinafter "Regional Board") designated Lake Elsinore and Canyon Lake in the Lake Elsinore and San Jacinto Watersheds (Collectively the "Watersheds") as "impaired water bodies" pursuant to Section 303(d) of the federal Clean Water Act because of high levels of algae in both lakes and low dissolved oxygen in Lake Elsinore, attributed to excess phosphorus and nitrogen (NUTRIENTS). As a result of said Section 303 designation, the Clean Water Act requires that total maximum daily loads (hereinafter "TMDLs") be established by the Regional Board for these waterbodies.

B. Whereas, in response to the Section 303(d) designation, the Regional Board adopted a Resolution R8-2004-0037 on December 20, 2004 amending the Water Quality Control Plan for the Santa Ana River Basin (BASIN PLAN AMENDMENT) to incorporate nutrient TMDLs for Canyon Lake and Lake Elsinore. The Basin Plan Amendment specifies, among other things, an Implementation Plan (TMDL IMPLEMENTATION PLAN), which holds specified stake holders (TASK FORCE AGENCIES) individually and/or jointly liable for complying with the TMDLs by means of specific tasks to be completed by specified dates under penalty of law. These tasks include development and implementation of a watershed-wide nutrient water quality monitoring program, development of an in-lake nutrient monitoring

program for Canyon Lake and Lake Elsinore, development of a plan and schedule for in-lake sediment nutrient reduction for Lake Elsinore, development of a plan and schedule for evaluating in-lake sediment nutrient strategies for Canyon Lake, updating watershed and in-lake nutrient TMDL water quality models, developing a pollutant trading plan, and reviewing and revising the TMDL to reflect updated data and science.

C. Whereas, the purpose of this AGREEMENT is to form a task force (hereinafter "TASK FORCE") to implement certain tasks identified in the TMDL IMPLEMENTATION PLAN and to pursue TMDL related tasks agreed upon by TASK FORCE AGENCIES, and

D. Whereas, the TASK FORCE AGENCIES agree that the purpose of this TASK FORCE is to (1) review and develop recommendations to update the TMDL BASIN PLAN AMENDMENT based on the best available scientific information, and (2) implement TMDL IMPLEMENTATION PLAN Tasks identified below and jointly assigned to TASK FORCE AGENCIES, and (3) propose appropriate revisions to the TMDL BASIN PLAN AMENDMENT to the Santa Ana RWQCB by June 30, 2010, and (4) allow watershed stakeholders to participate in efforts to meet appropriate water quality standards so that Canyon Lake and/or Lake Elsinore can be de-listed from the Clean Water Act Section 303(d) list of impaired water bodies, and

E. Whereas, hundreds of individual agricultural and dairy operators are subject to the Canyon Lake and Lake Elsinore TMDLs and its component TMDL IMPLEMENTATION PLAN, and

F. Whereas the Western Riverside County Agricultural Coalition(WRCAC) is a non-profit organization representing the interests of agricultural and dairy operators within the San Jacinto Watershed, and

G. Whereas WRCAC's membership is open to any and all agricultural and dairy operators within the San Jacinto watershed, and

H. Whereas, March Air Reserve Base (MARB) is an installation of the United States Air Force, and the San Bernardino and Cleveland National Forest are on federal lands under the administration and management of the Forest Service. Both are agencies of the federal government, and are therefore subject to limitations in their ability to comply with every provision stated herein to the same extent that other non-federal TASK FORCE AGENCIES are able to comply. These limitations are based upon, but not limited to, those identified in the federal Clean Water Act, the federal Antideficiency Act, the principle of sovereign immunity and the holdings of the Supreme Court of the United States, and other binding federal court decisions, as they interpret those sources of federal law. The limitations so mentioned include, but are not limited to, the availability of federal funding to pay for participation in this program, and the ability of MARB and Forest Service to participate directly in sampling, research or data gathering activities which are not located on or near MARB or National Forest System lands or a point source of water discharge arising on MARB or National Forest System lands, or other activities not specifically authorized by the Federal Clean Water Act section 313. To the extent that the limitations described herein prevent MARB or Forest Service from fully participating in any aspect of this program, they reserve the right, in their sole discretion, to participate in the program as a matter of comity. By entering into this agreement, MARB and Forest Service do not authorize any of the TASK FORCE AGENCIES to exercise regulatory authority over them. MARB and Forest Service agree that State and federal regulatory agencies that are or may

become members of this TASK FORCE have regulatory authority over MARB and Forest Service only to the extent permitted by State or Federal Law.

I. Whereas, the TASK FORCE AGENCIES acknowledge and agree that the effectiveness of the TASK FORCE may be improved by the inclusion of other agencies as additional TASK FORCE AGENCIES to the TASK FORCE, and

J. Whereas, the Riverside County Flood Control and Water Conservation District (RCFC&WCD) serves as the Principal Permittee for the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System Permit (MS4) for the Santa Ana Region of Riverside County, and

K. Whereas, the County of Riverside and Cities of Beaumont, Canyon Lake, Hemet, Lake Elsinore, Moreno Valley, Murrieta, Perris, Riverside, San Jacinto are MS4 CO-PERMITTEES for the NPDES MS4 Permit for the Santa Ana Region of Riverside County, and

L. Whereas, the MS4 PRINCIPAL PERMITTEE and MS4 CO-PERMITTEES collectively represent the MS4 PERMITTEES within the San Jacinto Watershed, and

M. Whereas, the NPDES MS4 Permit for the Santa Ana Region of Riverside County is regulated by the REGIONAL BOARD and subject to the requirements of the nutrient TMDLs for Canyon Lake and Lake Elsinore, and

N. Whereas RCFC&WCD has agreed to provide services on behalf of itself as an NPDES MS4 PERMITTEE and on behalf of the MS4 CO-PERMITTEES for the purposes of this AGREEMENT, and

O. Whereas RCFC&WCD has prepared and reviewed the MS4 CO-PERMITTEES cost share allocation with MS4 CO-PERMITTEE staff at the NPDES MS4 Permit Technical Advisory Committee Meetings and with the affected City Managers and County Executive Office, or designated representatives thereof during the NPDES MS4 Permit Management Steering Committee Meeting of February 16, 2006, and

P. Whereas, the TMDL assigned nutrient waste load allocations for supplemental water (herein SUPPLEMENTAL WATER) addition to Lake Elsinore to stabilize the Lake's elevation, and

Q. Whereas, the nutrient waste load allocation for SUPPLEMENTAL WATER, which includes Island Well water, EVMWD treatment plant effluent, and other sources of non-stormwater, may reduce the TMDL waste load allocation and TMDL load allocation of other point and non-point sources because in-lake nutrient capacity was not adjusted to account for increased lake levels associated with the addition of SUPPLEMENTAL WATER, and

R. Whereas, the assumptions regarding load allocations for SUPPLEMENTAL WATER may not be consistent with the actual operation of SUPPLEMENTAL WATER sources, and

S. Whereas, the City of Lake Elsinore and EVMWD previously entered into an agreement to equally share the cost of SUPPLEMENTAL WATER addition to the Lake under the "Lake Elsinore Comprehensive Water Management Agreement", and

T. Whereas, for the purposes of this AGREEMENT, the City of Lake Elsinore shall be acknowledged and recognized as a separate and equal contributor with EVMWD for the cost and voting rights accorded under this AGREEMENT attributed to EVMWD for SUPPLEMENTAL WATER addition, and

U. Whereas, the TASK FORCE AGENCIES have considered many alternative cost sharing methodologies based on TMDL assigned load allocation, load reduction, and permutations thereof; and

V. Whereas, certain TASK FORCE AGENCIES were strong proponents of cost sharing based on load allocation and other TASK FORCE AGENCIES were strong proponents of cost sharing based on load reduction, and

W. Whereas, these TASK FORCE AGENCIES have been unable to agree upon a methodology for distributing costs based on either an allocation or a load reduction methodology; and

X. Whereas, the TASK FORCE AGENCIES have reviewed and agreed upon an interim negotiated cost allocation methodology acceptable to all TASK FORCE AGENCIES for the purposes of initiating the TASK FORCE, based on consideration of TMDL assigned load allocations, load reductions, and permutations thereof, and

Y. Whereas, the TASK FORCE AGENCIES agree that certain nutrient dischargers have been either inappropriately named or not named as responsible parties for various tasks in the BASIN PLAN AMENDMENT; and

Z. Whereas, the TASK FORCE AGENCIES agree that agricultural and dairy lands are converting to urban and open space lands, and

AA. Whereas, the TASK FORCE AGENCIES agree that an amendment to the TMDL to address, at minimum, the proper naming of responsible parties for various tasks in the TMDL IMPLEMENTATION PLAN, to correct the load allocation and waste load allocations to properly address the impacts of SUPPLEMENTAL WATER on Lake Elsinore, and to revise the load allocation and waste load allocations to address the ongoing conversion of agriculture and dairy lands to urban and/or open space should be addressed as part of a revision to the TMDL IMPLEMENTATION PLAN, and

BB. Whereas, the TASK FORCE AGENCIES agree that upon amendment of the existing BASIN PLAN AMENDMENT, including the TMDL IMPLEMENTATION PLAN, by the Regional Board to address, at a minimum, the issues described in Recital Z, the TASK FORCE AGENCIES will amend this AGREEMENT to revise the cost allocation methodology for future fiscal years to incorporate a task-specific cost sharing methodology, based on assigned load allocation or waste load allocation of TASK FORCE AGENCIES, or categories of TASK FORCE AGENCIES, responsible for each TMDL IMPLEMENTATION PLAN task, and

CC. Whereas, MARB agrees to budget for and to participate in the TASK FORCE, provided that sufficient funds are appropriated by the Congress, in FY 06-07 and future years, and on the condition that funding requirements under this agreement do not violate the Anti-deficiency Act, and provided that the Task Force Agencies agree to relocate the proposed monitoring station from Kitching Channel to the Heacock drainage channel, and use any fees provided by MARB, for participation in this program, to establish and monitor this station.

II. COVENANTS

NOW, THEREFORE; in consideration of the foregoing recitals and mutual covenants contained herein, the TASK FORCE AGENCIES agree as follows:

1. Creation of a Task Force. There is hereby created a "Lake Elsinore and Canyon Lake TMDL Task Force" ("TASK FORCE") initially consisting of the TASK FORCE AGENCIES and certain Non-Voting, Non-Funding Members as more specifically provided for in paragraph 2 below.
2. Representation on the Task Force.
 - a. Appointment. Concurrently with the execution of this Agreement, each TASK FORCE AGENCY shall, in accordance with such TASK FORCE AGENCY's own governing provisions, appoint one primary representative to the TASK FORCE and one alternate representative to act in the absence of the primary representative (hereinafter collectively referred to as "REPRESENTATIVES" or individually as "REPRESENTATIVE"). The REPRESENTATIVES shall have the authority to act on behalf of its appointing TASK FORCE AGENCY. The REPRESENTATIVES shall serve at the pleasure of the appointing TASK FORCE AGENCY and may be removed at any time, with or without cause by such TASK FORCE AGENCY; provided, however, that the TASK FORCE AGENCIES acknowledge and agree the continuity of representation on the TASK FORCE is important to the overall effectiveness of the TASK FORCE, and the TASK FORCE AGENCIES further agree to ensure such continuity whenever possible.
 - b. Additional Agencies. The TASK FORCE AGENCIES acknowledge and agree that the effectiveness of the TASK FORCE may be improved by the inclusion of other agencies as additional TASK FORCE AGENCIES to the TASK FORCE. Such agencies may join the TASK FORCE on such written terms and conditions as are acceptable to all then existing TASK FORCE AGENCIES of the TASK FORCE, including, but not limited to, agreed-upon cash contributions for past, present, and/or future work, of the TASK FORCE. The inclusion of such agencies as additional TASK FORCE AGENCIES to the TASK FORCE shall be effected by a written amendment to this AGREEMENT signed by all then existing TASK FORCE AGENCIES. Such additional TASK FORCE AGENCIES shall each appoint their TASK FORCE primary REPRESENTATIVE and alternate REPRESENTATIVE as provided in Section II.2.a. above or in said written amendment. The following agencies will be considered for inclusion as additional TASK FORCE AGENCIES in future amendments to this AGREEMENT within the meaning of this section:

Any other named stakeholder in any future amendments of the
BASIN PLAN AMENDMENT.

- c. Non-Voting, Non-Funding Members. The Regional Board, Lake Elsinore and San Jacinto Watersheds Authority and the San Jacinto River Watershed Council are hereby appointed as Non-Voting, Non-Funding Members of the TASK FORCE. Additional Non-Voting, Non-Funding Members may be appointed by a majority vote of the TASK FORCE representatives. Non-Voting, Non-Funding Members appointed herein, and any appointed in the future are authorized only to make recommendations upon the functioning of this TASK FORCE and the development of this program. Federal, State and local regulatory agencies acting as Non-Voting, Non-Funding Members, now or in the future, retain authority to regulate TASK FORCE MEMBERS only to the extent that they are so authorized under state and federal law.
- d. Dairy and Agricultural Operators. The TASK FORCE AGENCIES acknowledge that the Western Riverside County Agriculture Coalition (WRCAC) shall represent the collective interest of both agricultural and dairy operators in the San Jacinto River Watershed in the TASK FORCE at this time. WRCAC shall appoint two primary TASK FORCE REPRESENTATIVES and two alternate REPRESENTATIVES as provided in Section II.2.a. One set of REPRESENTATIVES shall be designated for agricultural operator interests, the other set of REPRESENTATIVES shall be designated for dairy interests for the purposes of this TASK FORCE.
- e. Committees. The TASK FORCE may establish subcommittees, consisting of REPRESENTATIVES and Non-Voting, Non-Funding Members who shall be selected by, and serve at the pleasure of, the TASK FORCE.
- f. Task Force Administrator. A TASK FORCE administrator (hereinafter "TASK FORCE ADMINISTRATOR") shall be appointed by the TASK FORCE. The TASK FORCE ADMINISTRATOR shall have the following administrative responsibilities:
- (1) Organizing and facilitating TASK FORCE meetings;
 - (2) Secretarial, clerical, and administrative services;
 - (3) Managing TASK FORCE funds and preparing annual reports of TASK FORCE assets and expenditures;
 - (4) Retaining TASK FORCE-authorized consultants; and
 - (5) Seeking funding grants to assist with achieving the work of the TASK FORCE and other goals and objectives approved by TASK FORCE AGENCIES.

The TASK FORCE AGENCIES hereby appoint the Lake Elsinore and San Jacinto Watersheds Authority as the initial TASK FORCE ADMINISTRATOR.

g. Meetings of the Task Force.

- (i) Frequency and Location. The TASK FORCE shall, by resolution or motion, agree upon the time and place for holding its regular meetings. Special meetings may be called at the request of the TASK FORCE ADMINISTRATOR or by a majority of the TASK FORCE REPRESENTATIVES.
- (ii) Task Force Chair. The TASK FORCE REPRESENTATIVES shall select a chair and a vice-chair. The term of the chair and vice-chair shall be one year and shall be rotated among the TASK FORCE REPRESENTATIVES interested in serving as chair.
- (iii) Quorum. One half or more of the REPRESENTATIVES of the TASK FORCE shall constitute a QUORUM.
- (iv) Voting. Actions of the TASK FORCE shall be validly taken only when a QUORUM is present and upon the affirmative vote of a MAJORITY of the TASK FORCE REPRESENTATIVES. A MAJORITY of the REPRESENTATIVES shall be determined as follows:

Each TASK FORCE AGENCY shall have one vote (herein VOTE) assigned for each \$1,000 increment of PRO RATA COST SHARE, as described in Paragraph II.5 below, contributed to the TASK FORCE budget developed for a given fiscal year (hereinafter "BUDGET"). A MAJORITY of the REPRESENTATIVES shall consist of greater than 50% of the total VOTES based on the BUDGET for the fiscal year during which the action is taken.

- (v) Brown Act. All meetings of the TASK FORCE or any of its committees shall be conducted as may be required by any applicable provisions of the Ralph M. Brown Act (California Government Code §§54950 et seq.). The provisions contained in the Ralph M. Brown Act shall prevail in the event of any conflict with provisions contained in this AGREEMENT.

The TASK FORCE may adopt such additional rules and regulations as may be required for the conduct of its affairs so long as such rules and regulations do not conflict with this AGREEMENT.

- 3. Work of the Task Force. The TASK FORCE shall perform the following tasks in accordance with guidelines established by the Regional Board:
 - a. To retain consulting services to review scientific and other assumptions contained within the TMDL. Consultant(s) shall provide a report identifying preliminary TMDL opportunities such as site specific objectives, pollutant trading strategies, and integration strategies. The final

scope of work shall be approved by the Task Force. The report shall specifically consider assumptions supporting the TMDL. The report should also provide preliminary analysis of the ability to achieve in-lake nutrient reductions and verify that load assignments are appropriate. Upon completion of the report, Consultant(s) shall also review work described herein, and make recommendations to ensure that work is specifically designed to resolve any deficiencies, where appropriate. Consultant(s) shall also coordinate development of BASIN PLAN AMENDMENT language, in coordination with the Regional Board, which can be used to revise the TMDLs as part of the Regional Board's Triennial Reviews at a minimum, or no later than by June 2010.

- b. TMDL IMPLEMENTATION PLAN Task 4 - Develop and Implement a Watershed-wide Nutrient Monitoring Program. This program shall obtain data necessary to update the Lake Elsinore and Canyon Lake Nutrient TMDL, and to determine compliance with interim and final nitrogen and phosphorus allocations, and compliance with the nitrogen and phosphorus TMDLs. Monitoring and management of monitoring data to update the Lake Elsinore and Canyon Lake Nutrient TMDL shall commence immediately upon approval of this AGREEMENT. An annual report summarizing the data collected for the year shall be submitted to the Regional Board by August 15 of each year commencing in 2007.
- c. TMDL IMPLEMENTATION PLAN Task 4 - Develop and Implement a Lake Elsinore and Canyon Lake Nutrient Monitoring Program. This program shall obtain data necessary to update the Lake Elsinore and Canyon Lake Nutrient TMDLs, and to determine compliance with interim and final nitrogen, phosphorus, chlorophyll a and dissolved oxygen numeric targets. In addition, the monitoring program shall determine the relationship between ammonia toxicity and the total nitrogen allocation to ensure that the total nitrogen allocation will prevent ammonia toxicity in Lake Elsinore and Canyon Lake. Monitoring and management of monitoring data shall commence immediately upon approval of this agreement. An annual report summarizing the data collected for the year shall be submitted to the Regional Board by August 15 of each year commencing in 2007.
- d. TMDL IMPLEMENTATION PLAN Tasks 9 and 10 - Develop and Implement a Plan to Reduce NUTRIENTS in Lake Elsinore sediments and develop a sediment nutrient treatment evaluation plan for Canyon Lake. The plans shall evaluate the efficacy of various in-lake treatment technologies to prevent the release of NUTRIENTS from lake sediments as a long-term strategy for control of NUTRIENTS in the sediment. The program may also include a sediment nutrient monitoring program to evaluate the effectiveness of any technologies that may be implemented. Target Date for Completion: March 31, 2007.
- e. TMDL IMPLEMENTATION PLAN Task 11 - Develop and Implement a Plan and Schedule for Updating the Existing Lake Elsinore/San Jacinto

River Watershed Nutrient Model and the Canyon Lake and Lake Elsinore In-Lake Models. Develop and implement a plan and schedule to update and execute Watersheds and in-lake models to track the progress of TMDL efforts. In-lake models should be analyzed as soon as sufficient data becomes available. Target Date for Completion: March 31, 2007.

- f. TMDL IMPLEMENTATION PLAN Task 12 - Investigate, Develop and Implement a Pollutant Trading Plan. Investigate the feasibility of pollutant trading in the Watersheds, and develop a feasibility plan for Regional Board review and approval. Target Date for Completion: September 30, 2007.
- g. Investigate Long Term TMDL Implementation Structure, Cost Sharing Formula and Funding Sources. Investigate possible long term administrative structures, cost sharing formulas and funding sources that can be used to obtain compliance with the TMDL requirements. Target Date for Completion: June 30, 2010.
- h. Other Tasks. The TASK FORCE may undertake such other plans, programs and studies as authorized by the TASK FORCE pursuant to II.2.g. of this AGREEMENT.
- i. Limitations on MARB and Forest Service. As described above in Section I.H, MARB is an agency of the federal government and is therefore unable to participate in each and every aspect of Section 3 to the same extent as other TASK FORCE MEMBERS. To the extent that it is unable to participate in any tasks under section 3, it reserves the right, in its sole discretion, to participate to the fullest extent that it is able, as a matter of comity.

- 4. Budgets. Beginning in FY2007-2008, the total annual budget (BUDGET), adjusted to remove in-kind services, grant funding and funding credits associated with this AGREEMENT shall not exceed \$800,000, except as authorized by the TASK FORCE via two-thirds approval via VOTES based on the BUDGET for the then current fiscal year pursuant to II.2.g. of this AGREEMENT. The TASK FORCE ADMINSTRATOR shall prepare and submit a proposed BUDGET for each fiscal year of this AGREEMENT to the TASK FORCE AGENCIES by November 30th. The proposed BUDGET shall include all anticipated costs for the scope(s) of work developed by the TASK FORCE for the next fiscal year. The TASK FORCE REPRESENTATIVES shall approve the BUDGET by December 31st. Each TASK FORCE AGENCY shall pay its PRO-RATA SHARE of the approved fiscal year's TASK FORCE BUDGET and arrears by August 31st of the following year. The BUDGET for the eighteen (18) month period starting January 1, 2006 and extending through June 30, 2007 and estimated fiscal year BUDGETS through June 30, 2010 are included as Attachment A to the AGREEMENT. Approval of this AGREEMENT shall constitute approval of the BUDGET through June 30, 2007. Payment of the BUDGET through June 30, 2007 shall be by August 31, 2006, or within 30 days

of the approval of this AGREEMENT by each TASK FORCE AGENCY, whichever is sooner.

The TASK FORCE ADMINISTRATOR shall endeavor to minimize carry-over fund balances to those necessary to complete work of the TASK FORCE and to maintain contingencies limited to those necessary to ensure work of the TASK FORCE is not impeded. Excess not necessary to complete budgeted work of the TASK FORCE or maintain adequate reserves shall be credited back to the TASK FORCE AGENCIES in the BUDGET consistent with the PRO-RATA SHARE methodology described in Paragraph II.5 below. THE TASK FORCE AGENCIES shall agree to a reasonable reserve balance as part of each year's BUDGET.

After September 30 of each year, the TASK FORCE ADMINSTRATOR shall provide an accounting of all PRO RATA SHARES collected via cash or in-kind contributions. If PRO RATA SHARES collected are less than BUDGET, the TASK FORCE shall meet with Regional Board staff to determine appropriate priorities for scheduled TASK FORCE work and revise BUDGET based on available funds.

5. Pro-Rata Share Calculation. The annual PRO-RATA SHARE shall be calculated in the following manner:

The PRO-RATA SHARE for MS4 CO-PERMITTEES, Agricultural Operators and EVMWD shall be based on the BUDGET reduced by the value of available grant funding identified in Section 1 of Attachment A and in-kind services identified in Section 3 of Attachment A (LINE 1k BUDGET). The PRO-RATA SHARE for MS4 CO-PERMITTEES, and Agricultural Operators shall each be 28.5% of the LINE 1k BUDGET. Based on the prior agreement of EVMWD and the CITY OF LAKE ELSINORE involving the sharing of cost for supplemental water into Lake Elsinore, the PRO-RATE SHARE for EVMWD and the CITY OF LAKE ELSINORE shall each be 14.25% of the LINE 1K BUDGET.

The PRO-RATA SHARE for Dairy shall be 5% of the LINE 1k BUDGET.

The PRO-RATA SHARE for RCFC&WCD shall be the cash value of the in-kind services described in Section 3 of Attachment A.

The PRO-RATA SHARE for all other TASK FORCE AGENCIES shall be as a base amount set forth in the BUDGET.

The PRO-RATA SHARE for additional TASK FORCE AGENCIES shall be per in kind services and/or an amount agreed upon via written amendment of this AGREEMENT per Section II.2.b.

If the estimated funds collected under the PRO-RATA SHARE calculations exceed the BUDGET, the contributions of MS4 CO-PERMITTEES, EVMWD, City of Lake Elsinore, Agricultural Operators, Dairy and other TASK FORCE

AGENCIES contributing in excess of the base amount shall be raised or reduced proportionately based on the percentage of their PRO-RATA SHARE, until the estimated total PRO-RATA SHARES equals the BUDGET.

RCFC&WCD shall provide the TASK FORCE ADMINSTRATOR with annual individual MS4 CO-PERMITTEE cost share distribution of the MS4 CO-PERMITTEES PRO-RATA SHARE for budgets following Fiscal Year 2006-07. The methodology used by RCFC&WCD to calculate the MS4 CO-PERMITTEE cost share distribution may be amended at the NPDES MS4 Management Steering Committee.

6. In-Kind Credits. The PRO-RATA SHARE of a TASK FORCE AGENCY shall be reduced by the value of IN-KIND CREDITS provided toward agreed-upon budgeted tasks by, or on behalf, of the TASK FORCE AGENCY(S). Credits shall be applied to each budget period and adjusted at the end of each budget year based on actual verified costs.
7. Modifications to the TASK FORCE PRO-RATA SHARE methodology. The methodology deriving the TASK FORCE PRO-RATA SHARE as provided in Section II.5 of this AGREEMENT may be modified upon written approval of all then existing TASK FORCE AGENCIES whose PRO-RATA SHARE would be affected.
8. The TASK FORCE AGENCIES shall cooperate fully with one another to attain the purposes of this AGREEMENT.
9. Nothing in this AGREEMENT, nor the work set forth in this AGREEMENT, nor any activity approved or carried out by the TASK FORCE AGENCIES hereunder, is intended to be nor shall be interpreted as a waiver by TASK FORCE AGENCIES of the "Maximum Extent Practicable" standard set forth in the Clean Water Act (33 U.S.C. Section 1251 *et seq.*).
10. Each TASK FORCE AGENCY shall indemnify, defend, and hold each of the other TASK FORCE AGENCIES, including their special districts, officials, agents, officers, and employees, harmless from and against any and all liability and expense arising from any act or omission of such TASK FORCE AGENCY, its officials, agents, officers, and employees, in connection with this AGREEMENT, including but not limited to defense costs, legal fees, claims, actions, and causes of action for damages of any nature whatsoever, including but not limited to bodily injury, death, personal injury, or property damage; provided, however, that no TASK FORCE AGENCY shall indemnify another TASK FORCE AGENCY for that TASK FORCE AGENCY's own negligence or willful misconduct.

MARB and the Forest Service, as agencies of the federal government, are unable to indemnify or hold harmless any other TASK FORCE AGENCY for any liability arising under this agreement. MARB and the Forest Service expressly do not indemnify or hold harmless any TASK FORCE AGENCY for any injuries or

liabilities, to itself, to any third party or to MARB, or the Forest Service, or its employees under this agreement or any activities carried out under authority of this agreement.

11. In light of the provisions of Section 895.2 of the Government Code of the State of California imposing certain tort liability jointly upon public entities solely by reason of such entities being parties to an agreement (as defined in Section 895 of said Code), each of the TASK FORCE AGENCIES hereto, pursuant to the authorization contained in Sections 895.4 and 895.6 of said Code, shall assume the full liability imposed upon it or any of its officers, agents, or employees by law for injury caused by any act or omission occurring in the performance of this AGREEMENT to the same extent that such liability would be imposed in the absence of Section 895.2 of said Code. To achieve the above stated purpose, each of the TASK FORCE AGENCIES indemnifies, defends, and holds harmless each other TASK FORCE AGENCY for any liability, cost, or expense that may be imposed upon such other TASK FORCE AGENCY solely by virtue of said Section 895.2. The provisions of Section 2778 of the California Civil Code are made a part hereof as if incorporated herein.

MARB and the Forest Service, as agencies of the federal government, are unable to indemnify or hold harmless any other TASK FORCE AGENCY for any liability arising under this agreement. MARB and the Forest Service expressly do not indemnify or hold harmless any TASK FORCE AGENCY for any injuries or liabilities, to itself, to any third party or to MARB or Forest Service or their employees under this agreement or any activities carried out under authority of this agreement. Tort liability for federal employees, including employees of MARB and Forest Service, is expressly authorized and limited by the Federal Tort Claims Act, which will control liability of MARB and the Forest Service and their employees under the terms of this agreement.

12. All obligations of CALTRANS under the terms of this AGREEMENT are subject to the appropriation of the resources by the Legislature and the allocation of resources by the California Transportation Commission. This AGREEMENT has been written before ascertaining the availability of Federal or State legislative appropriation of funds, for the mutual benefit of the TASK FORCE AGENCIES in order to avoid program and fiscal delays that would occur if the AGREEMENT were executed after that determination was made. This AGREEMENT is valid and enforceable as to CALTRANS as if sufficient funds have been made available to CAL TRANS by the United States Government or California State Legislature for the purposes set forth in this AGREEMENT. If the United States Government or the California State Legislature does not appropriate sufficient funds for CALTRANS to participate in this AGREEMENT, this AGREEMENT may be amended in writing by the TASK FORCE AGENCIES to reflect any agreed-upon reduction in the percentage of funds contributed by CALTRANS to continue its participation in this AGREEMENT. CALTRANS, however, has the option to withdraw from this AGREEMENT in the event sufficient funds are not appropriated for CAL TRANS. Should CALTRANS exercise its option to withdraw from this AGREEMENT, CALTRANS shall remain responsible for its

share of liability, if any, incurred while participating in this AGREEMENT.

13. No TASK FORCE AGENCY shall have a financial obligation to any other TASK FORCE AGENCY under this AGREEMENT, except as expressly provided herein.
14. Any notices, invoices, reports, correspondence, or other communication concerning this AGREEMENT shall be directed to the TASK FORCE AGENCY REPRESENTATIVE on file with the TASK FORCE ADMINISTRATOR, except that any TASK FORCE AGENCY may change its name or address by giving the other TASK FORCE AGENCIES at least ten days written notice of the new name or address.
15. The TASK FORCE AGENCIES are, and shall at all times remain as to each other, wholly independent entities. No TASK FORCE AGENCY to this AGREEMENT shall have power to incur any debt, obligation, or liability on behalf of any other TASK FORCE AGENCY unless expressly provided to the contrary by this AGREEMENT. No employee, agent, or officer of a TASK FORCE AGENCY shall be deemed for any purpose whatsoever to be an agent, employee or officer of another TASK FORCE AGENCY.
16. This AGREEMENT shall be binding upon and shall inure to the benefit of the respective successors, heirs, and assigns of each TASK FORCE AGENCY.
17. This AGREEMENT shall be governed by, interpreted under and construed and enforced in accordance with the laws of the State of California, except as to the Forest Service and the March Air Reserve Base to whom federal law is applicable.
18. If any provision of this AGREEMENT shall be determined by any court to be invalid, illegal or unenforceable to any extent, the remainder of this AGREEMENT shall not be affected and this AGREEMENT shall be construed as if the invalid, illegal, or unenforceable provision had never been contained in this AGREEMENT.
19. Each individual TASK FORCE AGENCY has been represented by its own separate counsel in the preparation and negotiation of this AGREEMENT. Accordingly, this AGREEMENT shall be construed according to its fair language and any ambiguities shall not be resolved against the drafting TASK FORCE AGENCY.
20. Each of the persons signing below on behalf of a TASK FORCE AGENCY represents and warrants that he or she is authorized to sign this AGREEMENT on behalf of such TASK FORCE AGENCY.
21. Duration of Agreement. This AGREEMENT shall terminate June 30, 2010 (unless extended by mutual agreement of all TASK FORCE AGENCIES), provided that all debts and liabilities of the TASK FORCE are satisfied. Notwithstanding the foregoing, each TASK FORCE AGENCY reserves the right

to withdraw from the TASK FORCE at any time, upon sixty (60) days' prior written notice to the TASK FORCE. TASK FORCE contingency, projects and studies underway at the time of withdrawal shall continue to be fully funded by the withdrawing TASK FORCE AGENCY until the end of the fiscal year in which the TASK FORCE AGENCY gave notice to withdraw.

22. Counterparts. This AGREEMENT may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original and together shall constitute one and the same instrument.
23. Amendment. This AGREEMENT may not be amended except in a writing signed by all the TASK FORCE AGENCIES.
24. Effective Date. This AGREEMENT shall become effective when it has been executed by all of the TASK FORCE AGENCIES.

**LAKE ELSINORE & SAN JACINTO
WATERSHEDS PROJECT AUTHORITY**

BY Phil Williams
Board Chairman

DATE _____

CITY OF CANYON LAKE

BY _____
Mayor

DATE _____

CITY OF LAKE ELSINORE

BY _____
Mayor

DATE _____

CITY OF MURRIETA

BY _____
Mayor

DATE _____

CITY OF RIVERSIDE

BY _____
Mayor

DATE _____

**SANTA ANA REGIONAL WATER QUALITY
CONTROL BOARD**

BY _____
Board Chairman

DATE _____

CITY OF BEAUMONT

BY _____
Mayor

CITY OF HEMET

BY _____
Mayor

DATE _____

CITY OF MORENO VALLEY

BY _____
Mayor

DATE _____

CITY OF PERRIS

BY _____
Mayor

DATE _____

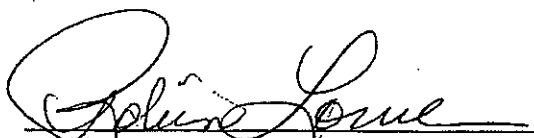
CITY OF SAN JACINTO

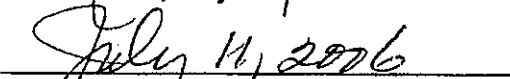
BY _____
Mayor

DATE _____

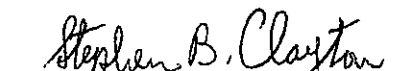
IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF HEMET


Robin Lowe, Mayor


Date

ATTEST:


Stephen Clayton, City Clerk

APPROVED AS TO FORM:


Eric S. Vail, City Attorney

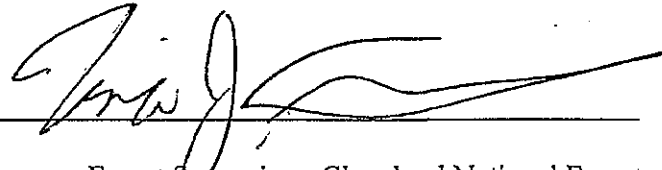
IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE (SAN BERNARDINO NATIONAL FOREST
MANAGEMENT ZONE)**

BY M. J. C. [Signature]
TITLE DEPUTY FOREST SUPERVISOR
DATE 7/17/06

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE (SAN BERNARDINO AND CLEVELAND
NATIONAL FOREST MANAGEMENT ZONES)**

BY 
TITLE Forest Supervisor, Cleveland National Forest
DATE June 19, 2006

APPROVED AS TO FORM

By _____
Attorney

IN WITNESS WHEREOF, the parties have executed this Agreement entitled
"AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL
TASK FORCE"

MARCH JOINT POWERS AUTHORITY

BY: Philip A. Rego

TITLE: Executive Director

DATE: September 20, 2006

APPROVED AS TO FORM

By: John Pen
Attorney

STATE OF California)

County of Riverside)

On September 20, 2006 before me, Carey L. Allen, Notary Public, personally appeared Philip A Rizzo,


personally known to me

or

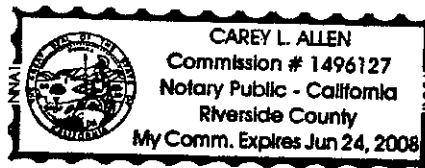
proved to me on the basis of satisfactory evidence

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

WITNESS my hand and official seal



Signature of Notary Public



IN WITNESS WHEREOF, the Parties have executed this Agreement entitled
"AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL
TASK FORCE"

US AIR FORCE (MARCH AIR RESERVE BASE)

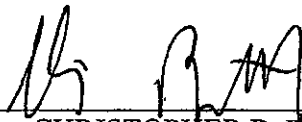
BY 

JEFFREY K. BARNSON, Col, USAFR

TITLE Commander

DATE JUL 6 2005

APPROVED AS TO FORM

By 

CHRISTOPHER B. BENNETT, Maj, USAF

TITLE Staff Judge Advocate

DATE JUL 6 2005

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CALIFORNIA DEPARTMENT OF TRANSPORTATION

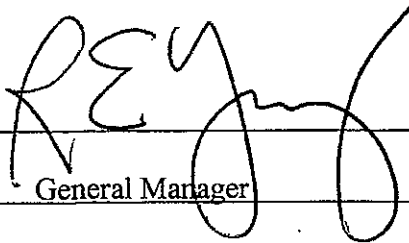
BY Michael A. Perovich
TITLE CALTRANS DISTRICT 8 DIRECTOR
DATE October 13, 2006

APPROVED AS TO FORM

By [Signature]
Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

ELSINORE VALLEY MUNICIPAL DISTRICT

BY  _____

TITLE General Manager _____

DATE July 5, 2006 _____

APPROVED AS TO FORM

By  _____
Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

EASTERN MUNICIPAL WATER DISTRICT

BY *A. Pack*

TITLE Anthony J. Pack, General Manager

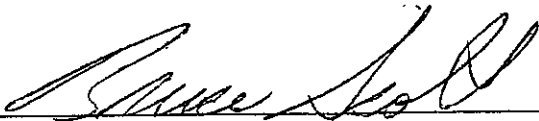
DATE 6/28/06

APPROVED AS TO FORM

By *[Signature]*
Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

WESTERN RIVERSIDE COUNTY AGRICULTURE COALITION

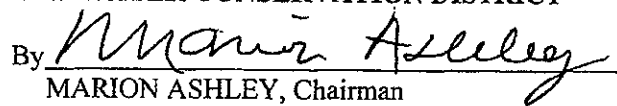
BY 
TITLE WRACAC TMDL Task Force Representative
DATE June 19, 2006

APPROVED AS TO FORM

By _____
Attorney


1 IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT
2 TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"


3 RECOMMENDED FOR APPROVAL:
4 By 
5 WARREN D. WILLIAMS
6 General Manager-Chief Engineer

RIVERSIDE COUNTY FLOOD CONTROL
AND WATER CONSERVATION DISTRICT
By 
MARION ASHLEY, Chairman
Riverside County Flood Control and Water
Conservation District Board of Supervisors

7 APPROVED AS TO FORM

ATTEST:

8 JOE S. RANK
9 County Counsel
10 By 
11 DAVID H.K. HUFF
Deputy County Counsel

NANCY ROMERO
Clerk of the Board
By 
Deputy

(SEAL)

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IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

COUNTY OF RIVERSIDE

RECOMMENDED FOR APPROVAL:

By _____
LARRY PARRISH
County Executive Officer

By Bob Buster
BOB BUSTER, Chairman
Riverside County Board of Supervisors

APPROVED AS TO FORM

ATTEST:

JOE S. RANK
County Counsel

NANCY ROMERO
Clerk of the Board

By David H.K. Huff
DAVID H.K. HUFF
Deputy County Counsel

By Nancy Romero
Deputy

(SEAL)

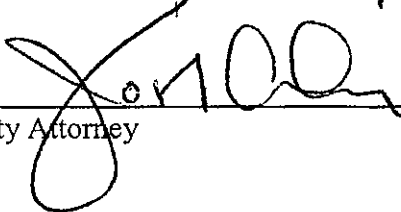
IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF BEAUMONT

BY  _____
Mayor

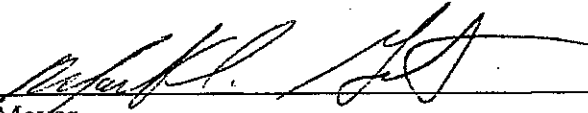
DATE Nov 21, 2006

APPROVED AS TO FORM

By  _____
City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF CANYON LAKE

BY 
Mayor

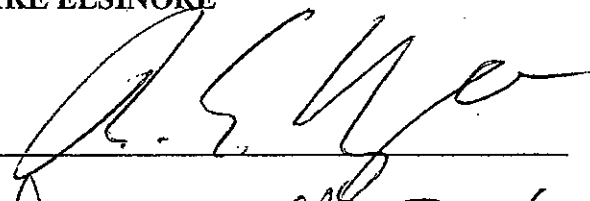
DATE 7/5/06

APPROVED AS TO FORM

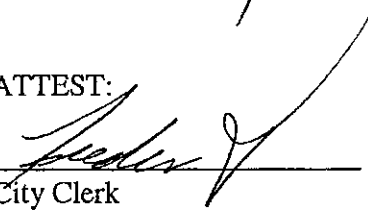
By Elizabeth Markyn
City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

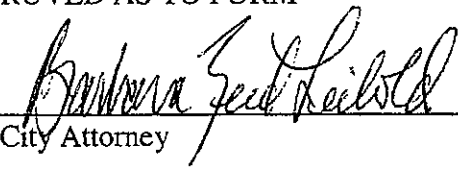
CITY OF LAKE ELSINORE

BY 
Mayor

DATE August 9th 2006

ATTEST:

City Clerk

APPROVED AS TO FORM

By 
City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF MORENO VALLEY

BY Bonnie Flickinger
Bonnie Flickinger, Mayor

DATE July 17, 2006

ATTEST

By Margaret A. Ayers Jr
Alice Reed, City Clerk

APPROVED AS TO FORM

By Robert D. Herrick
Bob Herrick, City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSIONRE AND CANYON LAKE TMDL TASK FORCE"

CITY OF MURRIETA

BY:



Mayor

DATE:

September 5, 2006

ATTEST:



City Clerk

APPROVED AS TO FORM

BY:



City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF PERRIS

Daryl R. Busch
Daryl R. Busch, Mayor

Date: 9/18/06

ATTEST:

Judy L. Haughney
Judy L. Haughney, City Clerk

APPROVED AS TO FORM:
Aleshire & Wynder, LLP

for *Anita Luis, Deputy*
Eric L. Dunn, City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

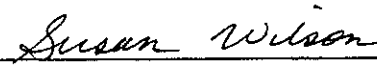
CITY OF RIVERSIDE

BY  Michael J. Beck for
Bradley J. Hudson, City Manager

DATE August 7, 2006

Attest: 
City Clerk

APPROVED AS TO FORM

By 
Dep. City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CITY OF SAN JACINTO

BY Dale Stessfeld
Mayor

DATE 7/19/06

APPROVED AS TO FORM

By Jeff Baldy
City Attorney

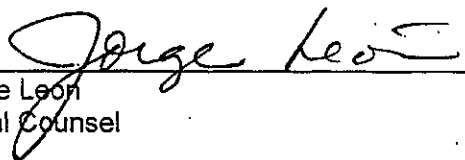
IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

**SANTA ANA REGIONAL WATER
QUALITY CONTROL BOARD**

BY 
Gerard J. Thibeault
Executive Officer

DATE 7/21/06

APPROVED AS TO FORM

By 
Jorge Leon
Legal Counsel

JEU:cw
P8\
6/6/06

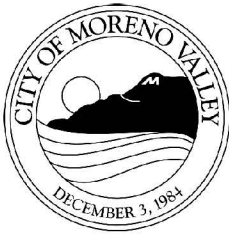
IN WITNESS WHEREOF, the Parties have executed this Agreement entitled "AGREEMENT TO FORM THE LAKE ELSINORE AND CANYON LAKE TMDL TASK FORCE"

CALIFORNIA DEPARTMENT OF FISH AND GAME

BY Michael C. Hupine
TITLE Deputy Regional Manager
DATE MARCH 5, 2007

APPROVED AS TO FORM

By _____
Attorney



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

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

AGENDA DATE: May 25, 2010

TITLE: APPROVE AND AUTHORIZE CONSTRUCTION COOPERATIVE AGREEMENT WITH THE STATE OF CALIFORNIA FOR THE SR-60/NASON STREET OVERCROSSING -- PROJECT NO. 07-41570024

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the "Construction Cooperative Agreement (District Agreement No. 08-1463)" with the State of California for the construction phase of the SR-60/Nason Street Overcrossing project.
2. Authorize the City Manager to execute the "Construction Cooperative Agreement (District Agreement No. 08-1463)" with the State of California.
3. Authorize the City Manager and Public Works Director/City Engineer to execute any future amendments to the "Construction Cooperative Agreement (District Agreement No. 08-1463)," if needed, subject to the approval of the City Attorney.

BACKGROUND

Over the past several years, the Nason Street/SR-60 interchange has experienced increased traffic resulting from commercial, residential, and recreational growth. Two separate City projects (98-25897 and 415-70024) are ongoing to improve the interchange. The SR-60/Nason Street Interchange Improvements Project (98-25897) improves the interchange ramps through reconstruction and realignment, while providing a design that will accommodate ultimate overcrossing widening improvements needed to serve anticipated future traffic demand. The City is in the final stages of obtaining Caltrans' approval to advertise the project for bid. The SR-60/Nason Street

Overcrossing project (415-70024) consists of improvements to the Nason Street Overcrossing, which will replace the existing bridge with a wider structure as well as increase the vertical clearance over SR-60.

Proposed improvements are consistent with the City's General Plan.

State Route 60 is on the State Highway System (SHS) and, pursuant to Streets and Highways Code 114 and 130, the State of California and the City are required to enter into a Cooperative Agreement for SHS improvements within the City's jurisdiction. The State's mandated role in the project is oversight responsibility, performed by the Department of Transportation (Caltrans).

On September 25, 2007, the City Council authorized execution of a Project Development Cooperative Agreement with the State of California for project development activities, including final design, utility relocation engineering, and right-of-way acquisition.

On November 29, 2007, Caltrans approved the Negative Declaration for the project.

On May 13, 2008, the City Council awarded an "Agreement for Professional Consultant Services" to Parsons Transportation Group for design, right-of-way engineering, and construction support services. Design has progressed to the 95% plan stage.

On January 13, 2009, the City Council approved the SR-60/Nason Overcrossing project as an RDA Tax Allocation Bond-funded project.

DISCUSSION

The overcrossing project is expected to be advertised between December 2010 and March 2011 in order to begin construction of the project by September 2011, immediately after completion of the SR-60/Nason Interchange Ramp Improvements Project (98-25897). To proceed with advertisement, the City must follow Caltrans guidelines and procedures in order to obtain their approval. Caltrans requires the local agency to enter into a "Construction Cooperative Agreement" (District Agreement No. 08-1463) in order to proceed with construction. The "Construction Cooperative Agreement" sets forth the City's and Caltrans' responsibilities, both in terms of scope and financial responsibility.

The agreement requires that the City fund 100% of the construction cost, including preparation of contract documents and advertising, awarding and administering the construction contract. Caltrans has agreed to allow the City to advertise, award, and administer the project. Caltrans will provide quality assurance and oversight of all work done by the City at no cost to the City. Caltrans will provide required material source inspections as an invoiced direct cost. The Construction Cooperative Agreement will terminate upon satisfactory completion of the project or on December 31, 2015,

whichever occurs first. The agreement may be extended by mutual agreement should any claims or other legal challenges occur.

ALTERNATIVES

1. Approve the "Construction Cooperative Agreement (District Agreement No. 08-1463)" with the State of California for the construction phase of the SR-60/Nason Street Overcrossing, authorize the City Manager to execute the "Construction Cooperative Agreement (District Agreement No. 08-1463)" with the State of California, and authorize the City Manager and Public Works Director/City Engineer to execute any future amendments to the "Construction Cooperative Agreement (District Agreement No. 08-1463)," if needed, subject to the approval of the City Attorney. *Staff recommends this alternative.*

2. Do not approve the "Construction Cooperative Agreement (District Agreement No. 08-1463)" with the State of California for the construction phase of the SR-60/Nason Street Overcrossing, do not authorize the City Manager to execute the "Construction Cooperative Agreement (District Agreement No. 08-1463)" with the State of California, and do not authorize the City Manager and Public Works Director/City Engineer to execute any future amendments to the "Construction Cooperative Agreement (District Agreement No. 08-1463)," if needed, subject to the approval of the City Attorney. *Staff does not recommend this alternative. This alternative will result in delaying the construction of needed improvements.*

FISCAL IMPACT

The project is currently funded with 2007 Redevelopment Agency Tax Allocation Bond (Series A) proceeds (Fund 897) and Developer In-Lieu Street Improvement Funds (Fund 414). These funds have been allocated for SR-60/Nason Street bridge improvements and cannot be utilized for operational activities. There is no impact to the General Fund.

AVAILABLE FUNDS

FY 2009/2010 Developer In-Lieu Street Improvement Funds (Account 414.80429)	\$ 30,000
FY 2009/2010 2007 RDA Bond Funds (Account 897.91728)	<u>\$17,724,000</u>
Available Funds	\$17,754,000

ESTIMATED COST

SR-60/Nason Overcrossing Design and Right-of-Way/Utilities	\$ 1,640,000
SR-60/Nason Overcrossing Construction	<u>\$16,114,000</u>
Estimated Cost	\$17,754,000

ANTICIPATED PROJECT SCHEDULE

Complete Design and Right-of-Way	September 2010
Advertise Project*	December 2010 to March 2011
Begin Construction*	September 2011
Complete Construction	November 2012

** Contingent upon completion of SR-60/Nason Interchange Ramp Project*

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

SUMMARY

This Construction Cooperative Agreement is required by Caltrans and sets forth the details of the City's and Caltrans' responsibilities pertaining to the construction activities for the proposed SR-60/Nason Street Overcrossing.

ATTACHMENT

Attachment "A" – Construction Cooperative Agreement (District Agreement No. 08-1463) (PAGES 229 – 246)

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

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

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

Concurred By:
 Barry Foster
 Economic Development Director

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

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CONSTRUCTION COOPERATIVE AGREEMENT

This agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

City of Moreno Valley, a body politic and municipal corporation of the State of California, referred to as CITY.

RECITALS

1. CALTRANS and CITY, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements within the SHS right of way per Streets and Highways Code sections 114 and/or 130.
2. WORK completed under this agreement will replace the Nason Street Overcrossing in the City of Moreno Valley, referred to as PROJECT.
3. PARTNERS will cooperate to construct the PROJECT.
4. This agreement is separate from and does not modify or supersede prior Cooperative Agreement No. 8-1314.
5. Prior to this agreement, CITY developed the Project Initiation Document; CITY developed the Supplemental Project Report; CITY developed the Plans, Specifications and Estimate; and CITY developed the Right of Way Certification.
6. CITY prepared the environmental documentation for PROJECT.
7. The estimated date for COMPLETION OF WORK is December 31, 2015.
8. PARTNERS now define in this agreement the terms and conditions under which they will accomplish WORK.

DEFINITIONS

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

CEQA – The California Environmental Quality Act (California Public Resources Code, sections 21000 et seq.) that requires State and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible.

COMPLETION OF WORK – All PARTNERS have met all scope, cost, and schedule commitments included in this agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT.

CONSTRUCTION – The project component that includes the activities involved in the administration, acceptance, and final documentation of a construction contract for PROJECT.

COOPERATIVE AGREEMENT CLOSURE STATEMENT – A document signed by PARTNERS that verifies the completion of all scope, cost, and schedule commitments included in this agreement.

FHWA – Federal Highway Administration.

FHWA STANDARDS – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at <http://www.fhwa.dot.gov/programs.html>.

FUNDING PARTNER – A partner who commits a defined dollar amount to WORK.

FUNDING SUMMARY - The table in which PARTNERS designate funding sources, types of funds, and the project components in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER.

HM-1 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not.

HM-2 – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT.

HM MANAGEMENT ACTIVITIES – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations.

IMPLEMENTING AGENCY – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component.

IQA – Independent Quality Assurance – Ensuring that IMPLEMENTING AGENCY’S quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

NEPA – The National Environmental Policy Act of 1969 that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus.

PARTNERS – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner's individual actions legally bind the other partners.

PROJECT MANAGEMENT PLAN – A group of documents used to guide a project's execution and control throughout the project's lifecycle.

RESIDENT ENGINEER – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer shall be independent of the design engineering company and the construction contractor.

SAFETEA-LU – The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, signed into federal law on August 10, 2005.

SCOPE SUMMARY – The table in which PARTNERS designate their commitment to specific scope activities within each project component as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>.

SHS – State Highway System.

SPONSOR(S) – The partner that accepts the obligation to secure financial resources to fully fund WORK. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of WORK defined in this agreement or settle claims.

SFM (State Furnished Material) – Any materials or equipment supplied by CALTRANS.

WORK – All scope and cost commitments included in this agreement.

RESPONSIBILITIES

9. CITY is SPONSOR for all WORK.
10. CITY is the only FUNDING PARTNER for this agreement. CITY's funding commitment is defined in the FUNDING SUMMARY.
11. CALTRANS is the CEQA lead agency for PROJECT.
12. CALTRANS is the NEPA lead agency for PROJECT.
13. CITY is IMPLEMENTING AGENCY for CONSTRUCTION.

SCOPE

Scope: General

14. All WORK will be performed in accordance with federal and California laws, regulations, and standards.

All WORK will be performed in accordance with FHWA STANDARDS and CALTRANS STANDARDS.
15. IMPLEMENTING AGENCY for a project component will provide a Quality Management Plan for that component as part of the PROJECT MANAGEMENT PLAN.
16. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
17. CITY may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
18. PARTNERS may, at their own expense, have a representative observe any scope, cost, or schedule commitments performed by the other partner. Observation does not constitute authority over those commitments.
19. Each PARTNER will ensure that all of their personnel participating in WORK are appropriately qualified to perform the tasks assigned to them.
20. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in WORK. The CITY shall ensure that only well qualified consulting construction management firms are selected to provide Engineering and Inspection services sufficient to the tasks of the PROJECT. The CITY shall confer with STATE prior to and during the selection process. At least one representative from the District 8 Construction Division of the STATE shall participate in the selection process. A construction management firm shall not be selected without the approval by this representative.
21. PARTNERS will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations if PROJECT work is done under contract (not completed by a partner's own employees) and is governed by the Labor Code's definition of a "public work" (section 1720(a)(1)).

PARTNERS will include wage requirements in all contracts for "public work" and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for "public work".

22. IMPLEMENTING AGENCY for each project component included in this agreement will be available to help resolve WORK-related problems generated by that component for the entire duration of PROJECT.
23. CALTRANS will issue, upon proper application, at no cost, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name.

24. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, all work in that area will stop until a qualified professional can evaluate the nature and significance of the discovery and a plan is approved for its removal or protection. CITY will notify CALTRANS within twenty-four (24) hours of any discovery.
25. PARTNERS will hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete WORK without the written consent of the partner authorized to release them, unless required or authorized to do so by law.

26. If any partner receives a public records request, pertaining to WORK under this agreement, that partner will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any transferred public documents.
27. If HM-1 or HM-2 is found during WORK, IMPLEMENTING AGENCY for the project component during which it is found will immediately notify PARTNERS.
28. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule.
29. CITY, independent of PROJECT, is responsible for any HM-1 found within the Project limits outside existing SHS right of way. CITY will undertake or cause to be undertaken HM-1 MANAGEMENT ACTIVITIES with minimum impacts to PROJECT schedule.

30. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 MANAGEMENT ACTIVITIES.
31. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
32. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each partner's responsibilities in this agreement.
33. IMPLEMENTING AGENCY for each project component will furnish PARTNER with written monthly progress reports during the implementation of WORK in that component.
34. Upon COMPLETION OF WORK, ownership and title to all materials and equipment constructed or installed as part of WORK within SHS right of way become the property of CALTRANS.
35. IMPLEMENTING AGENCY for a project component will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component.
36. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No partner shall prejudice the rights of another partner until after PARTNERS confer on claim.
37. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years from the date of final federal voucher, whichever is later.
38. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State auditor, FHWA, and CITY will have access to all WORK-related records of each partner for audit, examination, excerpt, or transaction.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.

The audited partner will review the preliminary audit, findings, and recommendations, and provide written comments within 60 calendar days of receipt.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings.

39. PARTNERS consent to service of process by mailing copies by registered or certified mail, postage prepaid. Such service becomes effective 30 calendar days after mailing. However, nothing in this agreement affects PARTNERS' rights to serve process in any other matter permitted by law.
40. The IMPLEMENTING AGENCY will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, SPONSOR(S) will seek out additional funds and PARTNERS will amend this agreement.
41. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.
42. If WORK stops for any reason, PARTNERS are still obligated to implement all applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each partner's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
43. Each partner accepts responsibility to complete the activities that they selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

Scope: CONSTRUCTION

44. CITY will advertise, open bids, award, and approve the construction contract in accordance with the Public Contract Code and the California Labor Code.

CITY will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and FUNDING PARTNERS fully fund WORK.

By accepting responsibility to advertise and award the construction contract, CITY also accepts responsibility to administer the construction contract.

45. CITY will provide a RESIDENT ENGINEER and construction support staff who are independent of the design engineering company and construction contractor.
46. CITY will provide a landscape architect licensed in the State of California.
47. CITY will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over \$100,000. All CCOs

affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS *Construction Manual* will be approved by CALTRANS in advance of the CCO work to be performed.

48. If the lowest responsible construction contract bid (plus estimated contingencies, supplemental costs and State Furnished Material costs) is equal to or less than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, the IMPLEMENTING AGENCY may award the contract. If the lowest responsible construction contract bid is greater than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, all PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within 3 months, this agreement will terminate.
49. CITY will require the construction contractor to furnish payment and performance bonds naming CITY as obligee and to carry liability insurance in accordance with CALTRANS specifications.
50. CITY will submit a written request to CALTRANS for any SFM identified in the PROJECT PS&E package a minimum of 45 days prior to the bid advertisement date for PROJECT construction contract. CITY will submit a written request to CALTRANS for any additional SFM deemed necessary during PROJECT construction.
51. Upon receipt of both SFM and full payment of CALTRANS' invoice for actual SFM costs, CALTRANS will make the SFM available at a CALTRANS-designated location.
52. CITY will coordinate the following resource agency permits, agreements, and/or approvals: Regional water quality control Board (401), U.S. Army Corps of Engineers (404), Waste Discharge (NPDES), California Department of Fish and Game (1602 Streambed Alteration Agreement), and other permits.
53. CITY will obtain the following resource agency permits, agreements, and/or approvals: Regional water quality control Board (401), U.S. Army Corps of Engineers (404), Waste Discharge (NPDES), California Department of Fish and Game (1602 Streambed Alteration Agreement), and other permits.
54. CITY will implement the following resource agency permits, agreements, and/or approvals: Regional water quality control Board (401), U.S. Army Corps of Engineers (404), Waste Discharge (NPDES), California Department of Fish and Game (1602 Streambed Alteration Agreement), and other permits.
55. CALTRANS will provide Source Inspection on a reimbursed basis.

56. CITY will provide maintenance for those portions of the SHS within WORK limits until COMPLETION OF WORK, after which, maintenance will be handled through an existing maintenance agreement.

COST

Cost: General

57. CITY will secure funds for all WORK including any additional funds beyond the FUNDING PARTNERS' existing commitments in this agreement. If it becomes necessary to obtain additional funds to complete PROJECT these additional funds will be provided by CITY.
58. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost.
59. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within existing SHS right of way.
60. CITY, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to any HM-1 found within PROJECT limits and outside of existing SHS right of way.
61. HM MANAGEMENT ACTIVITIES costs related to HM-2 are a PROJECT CONSTRUCTION cost.
62. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost.
63. The cost to comply with and implement the commitments set forth in the environmental documentation is a WORK cost.
64. The cost to ensure that PROJECT remains in environmental compliance is a WORK cost.
65. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is a WORK cost.
66. Independent of WORK costs, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
67. Independent of WORK costs, CITY will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.

68. Fines, interest, or penalties levied against any partner will be paid, independent of WORK costs, by the partner whose actions or lack of action caused the levy. That partner will indemnify and defend all other partners.
69. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost.
70. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

71. If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, the partner implementing the commitments or conditions accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That partner may request reimbursement for these costs during the amendment process.

72. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.
73. FUNDING PARTNERS accept responsibility to provide the funds identified on the FUNDING SUMMARY.
74. SPONSOR(S) accepts responsibility to ensure full funding for the identified scope of work.

Cost: CONSTRUCTION Support

75. The cost to maintain the SHS within WORK limits is a WORK cost until COMPLETION OF WORK, after which, the cost of maintenance will be handled through an existing maintenance agreement.
76. CALTRANS will invoice the CITY for a \$20,000.00 deposit 30 working days prior to the construction contract bid advertisement date. This deposit represents Source Inspection costs. The Source Inspection cost is \$50,000.00 including indirect costs per Article 80.

After PARTNERS agree that all Scope activities are complete, CALTRANS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

Cost: CONSTRUCTION Capital

77. The cost of all SFM is a CONSTRUCTION capital cost.

CALTRANS will invoice CITY for the actual cost of any SFM.

After PARTNERS agree that all Scope activities are complete, CALTRANS will submit a final accounting for all WORK costs. Based on the final accounting, PARTNERS will refund or invoice as necessary in order to satisfy the obligation of this agreement.

SCHEDULE

78. PARTNERS will manage the schedule for WORK through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

79. This agreement will be understood in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any legal action arising from this agreement will be filed and maintained in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides.
80. CALTRANS invoices for support costs including all direct and applicable indirect costs. Applicable indirect costs are determined by the type of funds being used to pay for support. State and federal funds are subject the Program Functional Rate. Local funds (Measure money, developer fees, special assessments, etc.) are subject to the Program Functional Rate and the Administration Rate. CALTRANS establishes the Program Functional Rate and the Administration Rate annually according to State and Federal regulations.
81. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
82. Any PARTNER who performs IQA does so for its own benefit, further, that PARTNER cannot be assigned liability due to its IQA activities.
83. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless CITY and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious,

contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS under this agreement.

84. Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority, or jurisdiction conferred upon CITY under this agreement.

It is understood and agreed that CITY will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this agreement.

85. This agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. This agreement is not intended to affect the legal liability of PARTNERS by imposing any standard of care for completing WORK different from the standards imposed by law.
86. PARTNERS will not assign or attempt to assign agreement obligations to parties not signatory to this agreement.
87. Any ambiguity contained in this agreement will not be interpreted against PARTNERS. PARTNERS waive the provisions of California Civil Code section 1654.
88. A waiver of a partner's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.
89. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.
90. If any partner defaults in their agreement obligations, the non-defaulting partner(s) will request in writing that the default be remedied within 30 calendar days. If the defaulting partner fails to do so, the non-defaulting partner(s) may initiate dispute resolution.
91. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the Director of Public Works/CITY Engineer will attempt to negotiate a resolution. If no resolution is reached, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of WORK in accordance with the terms of this agreement. However, if any

partner stops WORK, the other partner(s) may seek equitable relief to ensure that WORK continues.

Except for equitable relief, no partner may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

Any civil complaints will be filed in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing partner will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

92. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
93. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this agreement.
94. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to WORK.
95. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.
96. PARTNERS will execute an amendment if there are any changes to the commitments made in this agreement.
97. This agreement will terminate upon COMPLETION OF WORK or upon 30 calendar days' written notification to terminate and acceptance between PARTNERS, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement.

98. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.
99. Signatories may execute this agreement through individual signature pages provided that each signature is an original. This agreement is not fully executed until all original signatures are attached.

CONTACT INFORMATION

The information provided below indicates the primary contact data for each partner to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. These changes do not require an amendment to this agreement.

The primary agreement contact person for CALTRANS is:
Jason Bennecke, Project Manager
464 West 4th Street, 6th Floor, (MS-1229)
San Bernardino, California 92401-1400
Office Phone: (909) 556-8852
Mobile Phone: (909) 556-8852
Email: jason.bennecke@dot.ca.gov

The primary agreement contact person for CITY is:
Margery Lazarus, Senior Engineer, P.E.
Capital Projects Division, Public Works Department
P. O. Box 88005
Moreno Valley, California 92552-0805
Office Phone: (951) 413-3133
Email: margeryl@moval.org

SIGNATURES

PARTNERS declare that:

1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

CITY OF MORENO VALLEY

By: _____
Raymond W. Wolfe, PhD
District Director

By: _____
William L. Bopf
Interim City Manager

CERTIFIED AS TO FUNDS:

APPROVED AS TO FORM AND PROCEDURE

By: _____
Lisa Pacheco
Budget Manager

By: _____
Robert L. Hansen
City Attorney

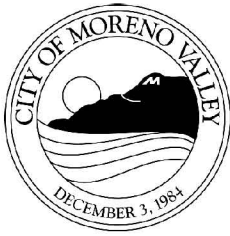
SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	CITY	N/A
5					Construction (CON) - 270, 285, 290, 295	X	X	
	270				Construction Engineering and General Contract Administration	X	X	
		10			Construction Staking Package and Control		X	
		15			Construction Stakes		X	
		20			Construction Engineering Work		X	
		25			Construction Contract Administration Work		X	
			05		Secured Lease for Resident Engineer Office Space or Trailer		X	
			10		Set Up Construction Project Files		X	
			15		Pre-Construction Meeting		X	
			20		Progress Pay Estimates		X	
			25		Weekly Statement of Working Days		X	
			30		Construction Project Files and General Field Office Clerical Work		X	
			35		Labor Compliance Activities		X	
			40		Approved Subcontractor Substitutions		X	
			45		Coordination		X	
			50		Civil Rights Contract Compliance		X	
			99		Other Construction Contract Administration Products		X	
		30			Contract Item Work Inspection		X	
		35			Construction Material Sampling and Testing	X	X	
			05		Materials Sampling and Testing for Quality Assurance		X	
			10		Plant Inspection for Quality Assurance		X	
			15		Independent Assurance Sampling and Testing		X	
			20		Source Inspection	X		
		40			Safety and Maintenance Reviews		X	
		45			Relief From Maintenance Process		X	
		55			Final Inspection and Acceptance Recommendation		X	
		60			Plant Establishment Administration		X	
		65			Transportation Management Plan Implementation During Construction		X	
		75			Resource Agency Permit Renewal and Extension Requests		X	
		80			Long-Term Environmental Mitigation/Mitigation Monitoring During Construction Contract		X	
		99			Other Construction Engineering and General Contract Administration		X	
	275				Construction Engineering and General Contract Administration of Structures Work	X	X	
		10			Office Administration Work for Structures		X	

		20		Field Administration Work for Structures		X	
		30		Contract Change Order Inspection for Structures Work		X	
		40		Safety Tasks for Structures Work		X	
	285			Contract Change Order Administration	X	X	
		05		Contract Change Order Process		X	
		10		Functional Support		X	
	290			Resolve Contract Claims		X	
		05		Analysis of Notices of Potential Claims		X	
		10		Supporting Documentation and Responses to Notices of Potential Claims		X	
		15		Reviewed and Approved Claim Report		X	
		20		District Claim Meeting or Board of Review		X	
		25		Arbitration Hearing		X	
		30		Negotiated Claim Settlement		X	
		35		Technical Support		X	
	295			Accept Contract, Prepare Final Construction Estimate, and Final Report	X	X	
		05		Processed Estimate After Acceptance		X	
		10		Proposed Final Contract Estimate		X	
		15		As-Built Plans		X	
		20		Project History File		X	
		25		Final Report		X	
		30		Processed Final Estimate		X	
		35		Certificate of Environmental Compliance		X	
		40		Long Term Environmental Mitigation/Mitigation Monitoring After Construction Contract Acceptance		X	
		45		Post-Construction Traffic Operations Activities		X	
		99		Other Accept Contract/ Prepare Final Construction Estimate and Final Report		X	

FUNDING SUMMARY

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
LOCAL	CITY	Local	\$16,000,000.00	\$2,000,000.00	\$2,000,000.00	\$16,000,000.00	\$18,000,000.00
		Subtotals by Component	\$16,000,000.00	\$2,000,000.00	\$2,000,000.00	\$16,000,000.00	\$18,000,000.00



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

AGENDA DATE: May 25, 2010

TITLE: NOTICE OF COMPLETION AND ACCEPTANCE OF TRAFFIC SIGNAL, STREET AND STORM DRAIN IMPROVEMENTS FOR STATE ROUTE 60 EASTBOUND RAMPS AND REDLANDS BOULEVARD
PROJECT NO. 06-12566625

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the work as complete for Traffic Signal, Street and Storm Drain Improvements for State Route 60 Eastbound Ramps and Redlands Boulevard, which was constructed by Murrieta Development Company, Inc., 42540 Rio Nedo Road, Temecula, CA 92590.
2. Direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code.
3. Authorize the Financial and Administrative Services Director to release the retention to Murrieta Development Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project.
4. Accept the improvements into the City's maintained road system.

BACKGROUND

On June 23, 2009, the City Council awarded the construction contract to Murrieta Development Company, Inc., for the Traffic Signal, Street and Storm Drain Improvements for State Route 60 Eastbound Ramps and Redlands Boulevard. A Purchase Order in the amount of \$672,380.97 (the bid amount plus 15% contingency) was issued to the Contractor.

DISCUSSION

Murrieta Development Company, Inc. completed construction of the Traffic Signal, Street and Storm Drain Improvements for State Route 60 Eastbound Ramps and Redlands Boulevard on February 8, 2010. The project consisted of the installation of a traffic signal at the intersection of State Route 60 eastbound ramps and Redlands Boulevard, with street and storm drain improvements and also included minor widening of Redlands Boulevard and the eastbound ramps to accommodate turn lanes.

A Purchase Order in the amount of \$672,380.97 was issued. The Contractor completed the project at a total construction cost of \$594,370.19 inclusive of Contract Change Order No. 1 (Final) of \$9,691.09. The improvements were completed ahead of schedule, within budget and in accordance with the approved contract documents.

ALTERNATIVES

1. Accept the work as complete for Traffic Signal, Street and Storm Drain Improvements for State Route 60 Eastbound Ramps and Redlands Boulevard, which was constructed by Murrieta Development Company, Inc., 42540 Rio Nedo Road, Temecula, CA 92590, direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, authorize the Financial and Administrative Services Director to release the retention to Murrieta Development Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project, and accept the improvements into the City's maintained road system. *This alternative will result in payment to the contractor and acceptance of the improvements into the City's maintained road system.*
2. Do not accept the work as complete for Traffic Signal, Street and Storm Drain Improvements for State Route 60 Eastbound Ramps and Redlands Boulevard, which was constructed by Murrieta Development Company, Inc., 42540 Rio Nedo Road, Temecula, CA 92590, do not direct the City Clerk to record the Notice of Completion within ten (10) calendar days at the office of the County Recorder of Riverside County, as required by Section 3093 of the California Civil Code, do not authorize the Financial and Administrative Services Director to release the retention to Murrieta Development Company, Inc., thirty-five (35) calendar days after the date of recordation of the Notice of Completion, if no claims are filed against the project, and do not accept the improvements into the City's maintained road system. *This alternative will result in delaying payment to the contractor, delaying acceptance of the improvements into the City's maintained road system, and incurring extra cost to the City.*

FISCAL IMPACT

This project is included in the Fiscal Year 2009-2010 Capital Improvements Project Budget and is financed by Measure A (Fund 125). These funds can only be used for street related improvements. There is no impact to the General Fund.

AVAILABLE BUDGET:

SR60 Eastbound Ramps/Redlands Blvd Traffic Signal (Acct. No. 125.66625)	<u>\$1,269,476</u>
Total Budget	\$1,269,476

FINAL CONSTRUCTION RELATED COSTS:

Construction Contract.....	\$594,370
Construction Survey	\$10,500
Construction Geotechnical	\$18,100
Caltrans permit	\$14,400
Edison Line extension	\$6,400
Project Administration and Inspection (City Staff and Consultant).....	<u>\$37,000</u>
Total Project Construction Costs	\$680,770

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

Murrieta Development Company, Inc. completed the construction of the Traffic Signal, Street and Storm Drain Improvements for State Route 60 Eastbound Ramps and Redlands Boulevard on February 8, 2010. The City Council is requested to accept the work as complete, direct the City Clerk to record the Notice of Completion, authorize the release of retention to Murrieta Development Company, Inc., and accept the improvements into the City’s maintained road system.

ATTACHMENT

Attachment “A” – Location Map (PAGE 251)

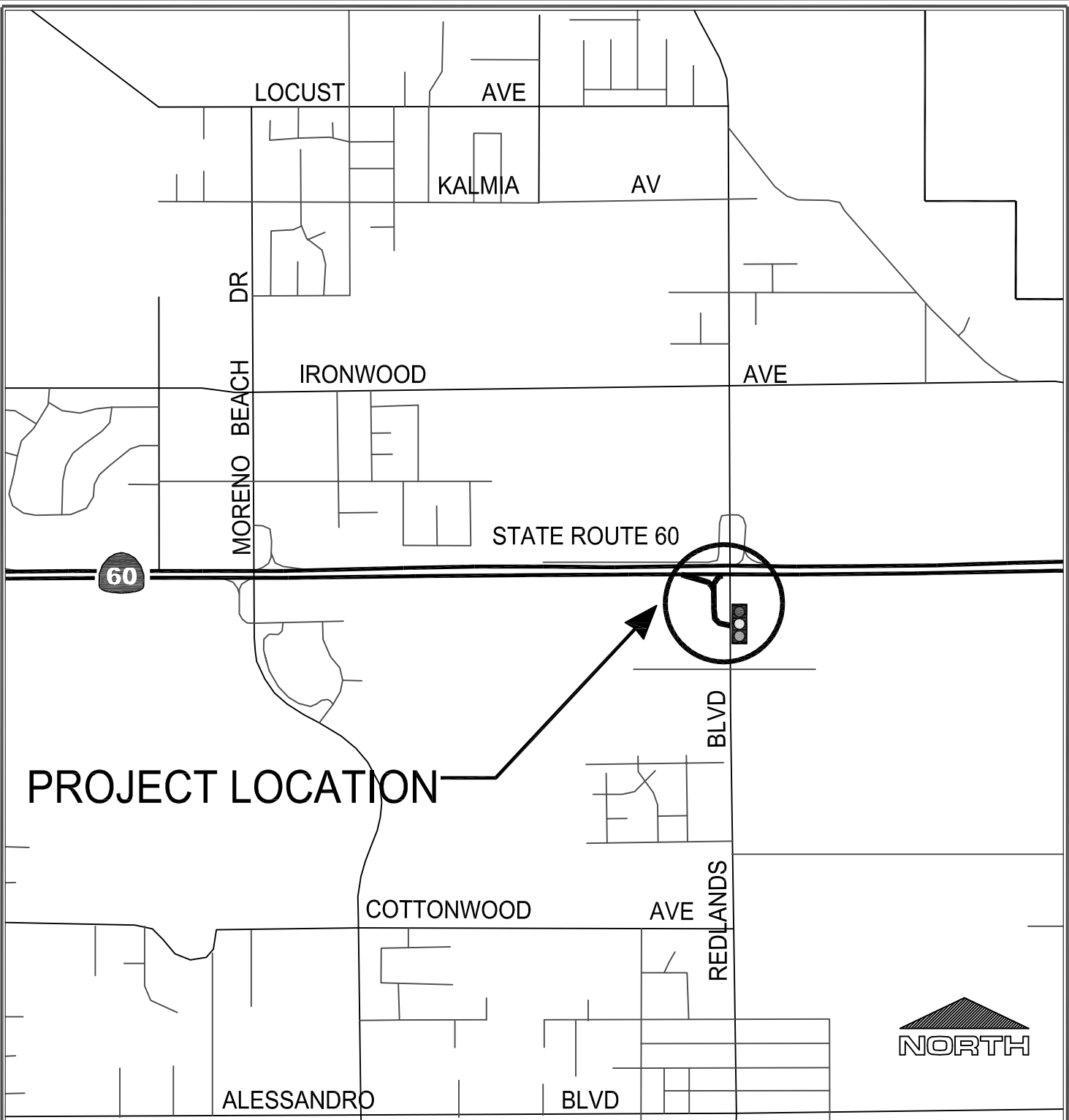
Prepared By:
Bruce E. Blank, P.E., L.S.
Consultant Project Manager

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

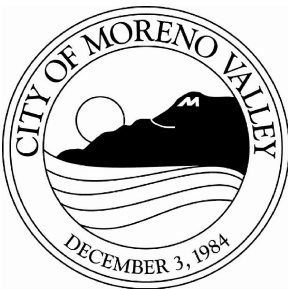
Concurred By:
Prem Kumar, P.E.
Deputy Public Works Director/Assistant City Engineer

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

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PROJECT LOCATION



LOCATION MAP

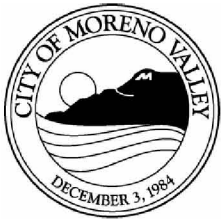
Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

STATE ROUTE 60 / REDLANDS BOULEVARD
TRAFFIC SIGNAL ON EAST BOUND ON/OFF RAMPS
PROJECT NUMBER 06-12566625

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

AGENDA DATE: May 25, 2010

TITLE: PA04-0016 – Residential - Accept Agreement and Irrevocable Letters of Credit for Public Improvements

Southeast corner of Pigeon Pass Road and Sunnymead Ranch Parkway

Developer: Pigeon Pass LLC
434 n. 2nd
Upland, CA 91786

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Accept the Agreement and Irrevocable Letters of Credit for Public Improvements for PA04-0016.
2. Authorize the Mayor to execute the agreement in the form attached hereto.
3. Direct the City Clerk to forward the signed agreement to the County Recorder's office for recordation.
4. Authorize the City Engineer to execute any future time extension amendments to the agreement, subject to City Attorney approval, if the required public improvements are not completed within said timeframe.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

The Planning Commission of the City of Moreno Valley approved PA04-0016 on August 12, 2004. The project is located at the Southeast corner of Pigeon Pass Road and Sunnymead Ranch Parkway. The plot plan was a proposal to subdivide approximately 9-acre parcel into 31 single-family residential lots. The Conditions of Approval for this project require that the developer provide surety for the required public improvements.

DISCUSSION

The developer of this project has completed and submitted an Agreement for Public Improvements. The developer agrees to perform and complete all of the required street improvements within twenty-four (24) months of the date the agreement is executed. The City Engineer may execute any future amendments to the agreement, subject to City Attorney approval, if the required street improvements are not completed within said timeframe. The street improvements include but are not limited to: asphalt concrete, curb, gutter, sidewalk, driveway approaches, wheelchair ramp, signage, traffic signal and traffic signal modifications, bus turnout, street lights, water quality basins, storm drain, water, and sewer. Accompanying the agreement are an Irrevocable Letter of Credit as Faithful Performance security in the amount of \$111,500 and an Irrevocable Letter of Credit as Labor and Material security in the amount of \$55,750 issued by California Bank & Trust. The Financial and Administrative Services Department has determined that California Bank & Trust meets the minimum financial strength and stability to meet the obligations of the irrevocable letters of credit.

ALTERNATIVES

Not applicable.

FISCAL IMPACT

No fiscal impact is anticipated.

CITY COUNCIL GOALS

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

NOTIFICATION

Publication of agenda.

ATTACHMENTS/EXHIBITS

Exhibit "A" – Vicinity Map (PG. 257)

Exhibit "B" – Agreement for Public Improvements (PG. 259-267)

Exhibit "C" – Irrevocable Letter of Credit as Faithful Performance Security (PG. 269-270)

Exhibit "D" – Irrevocable Letter of Credit as Labor and Material Security (PG. 271-272)

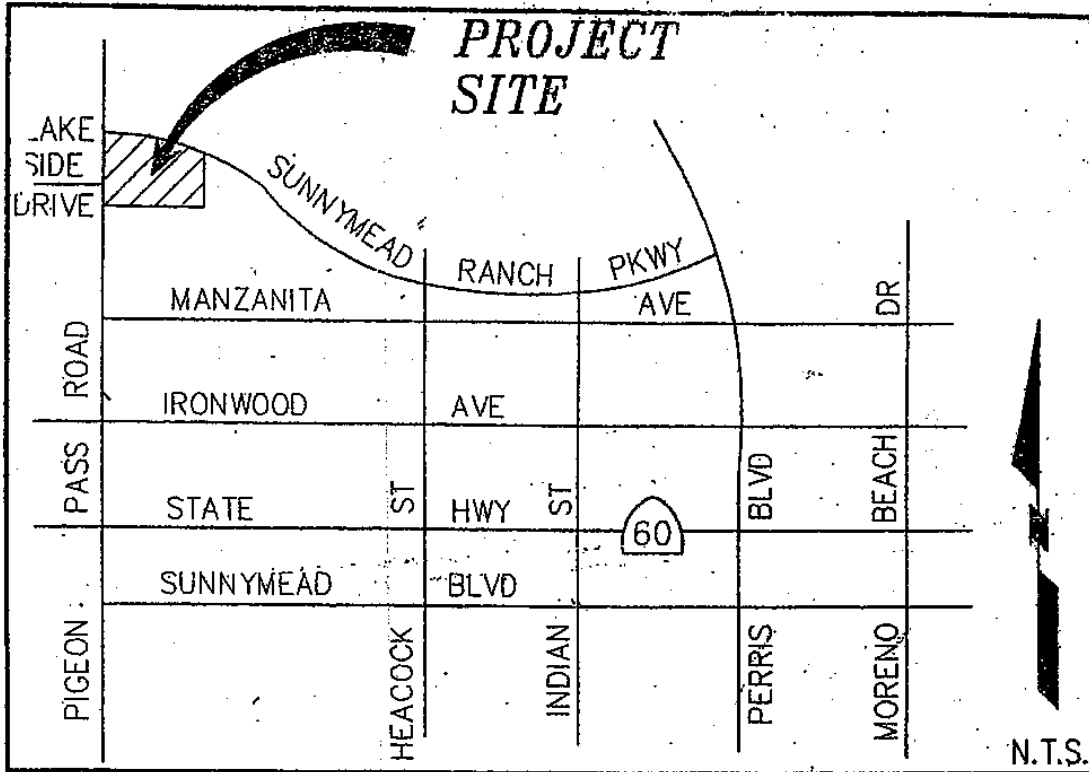
Prepared By
Liz Plazola
Senior Administrative Assistant

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:

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VICINITY MAP

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

**PA04-0016
TR 31414
LOCATION MAP**

W:\LandDev\MANAGEMENT ASSISTANT\Staff Reports\2010\5-25-10 - PA04-0016 - Exhibit A.doc

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RECORDING REQUESTED BY:
City of Moreno Valley

WHEN RECORDED, RETURN TO:

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

No recording fee per Government Code, Section 6103

This space for Recorder's use only.

**AGREEMENT FOR PUBLIC IMPROVEMENTS
PROJECT NO. PA04-0016 (TR 31414)**

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

WITNESSETH:

FIRST: Contractor, for and in consideration of the approval by the City of the final map of that certain land division, or that certain other land development project, known as **PA04-0016** agrees, at Contractor's own expense, to furnish all labor, equipment and material necessary, and within **TWENTY-FOUR (24)** months from the date this Agreement is executed, to perform and complete in a good and workmanlike manner, all of the required improvements in accordance with those improvement plans for said project which have been approved by the City Engineer, and are on file in the office of the City Engineer, and to do all work incidental thereto in accordance with the standards set forth in City ordinances and regulations, and pay all costs of engineering necessary in connection therewith, which are expressly made a part of this Agreement. All of the above required work shall be done under the inspection of and to the satisfaction of the City Engineer, and shall not be deemed complete until approved and accepted as complete by the City. Contractor further agrees to guarantee the required improvements for a period of one year following acceptance by the City and during this one year period to repair and replace, to the satisfaction of the City Engineer, any defective work or labor done or defective materials furnished. Contractor shall complete the improvements described in this paragraph pursuant to Section 66462, Government Code. Contractor shall also complete any offsite improvements required as a condition of approval and with plans approved by the City Engineer at such time as the City acquires an interest in the land which will permit the improvements to be made, and the Contractor waives the 120 day time limitation set forth in Section 66462.5, Government Code. The estimated cost of said work and improvements, pursuant to the Preliminary Estimate of Cost labeled Exhibit A attached hereto, is the sum of **ONE HUNDRED ELEVEN THOUSAND FIVE HUNDRED AND NO/100** Dollars (*****\$111,500.00*****).

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

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

Exhibit "B"

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

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

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

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

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

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

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

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

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

Contractor:
Pigeon Pass LLC
434 N. 2nd Ave.
Upland, CA 91786

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

Date approved by the City: _____

Pigeon Pass LLC:

Developer by GFR Enterprises, Inc.

Its: Manager

BY: *Felizardo Robles, Jr.*
Signature

Felizardo Robles, Jr.
Print/Type Name

Its: President
Title

BY: *Michael R. Aulicino*
Signature

Michael R. Aulicino
Print/Type Name

Its.: Chief Financial Officer
Title

ATTEST:
CITY CLERK
OF THE CITY OF MORENO VALLEY

By: _____
City Clerk

(SEAL)

CITY OF MORENO VALLEY

By: _____
Mayor

APPROVED AS TO FORM:
CITY ATTORNEY

Date: _____

By: _____
City Attorney

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino }

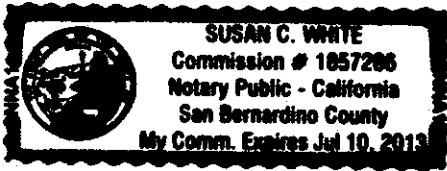
On April 13, 2010 before me, Susan C. White
Date Here Insert Name and Title of the Officer

personally appeared Felizardo Robles Jr. AND
Name(s) of Signer(s)
Michael R. Aulicino

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

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

WITNESS my hand and official seal.



Signature: [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Agreement for Public Works, Tract 31414

Document Date: April 13, 2010 Number of Pages: 8

Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer(s)

Signer's Name: Felizardo Robles Jr. Signer's Name: Michael R. Aulicino

Corporate Officer — Title(s): President Corporate Officer — Title(s): CFO

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: GFR Enterprises Inc.

- Individual
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing: GFR Enterprises, Inc.

EXHIBIT "A"
ENGINEER'S ESTIMATE

Sheet 1 of 5

MLP
3/15/10

PROJECT: Tract 31414/PA04-0016
STREET WORK

DATE: 03/15/10
PREPARED BY: Liz Plazola

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
Roadway Excavation	0	C.Y.	16.00	0
A.B. Class II	0.5	Thickness (ft.)		
	83222	S.F.	3017	48,269
A.C.	0.3	Thickness (ft.)		
	83222	S.F.	1810	78,738
A.B. Class II	0	Thickness (ft.)		
	0	S.F.	0	0
A.C.	0	Thickness (ft.)		
	0	S.F.	0	0
A.C. Cap	0	Ton	43.50	0
A.C. Overlay	0	Ton	43.50	0
Grind & Pave 0.15'	0	S.F.	2.00	0
Curb and Gutter - 6"	2659	L.F.	12.00	31,908
Curb and Gutter - 8"	1226	L.F.	13.00	15,938
Curb Only - 6"	0	L.F.	9.00	0
Curb Only - 8"	1165	L.F.	10.00	11,650
Cross Gutter and Spandrel	1501	S.F.	11.00	16,511
Sidewalk	24829	S.F.	4.00	99,316
Driveway Approach - 6"	8866	S.F.	5.50	48,763
Driveway Approach - 8"	0	S.F.	6.50	0
Alley Approach - 8"	0	S.F.	5.00	0
P.C.C. Paving - 6"	0	S.F.	4.00	0
P.C.C. Paving - 8"	0	S.F.	4.50	0
A.C. Berm - 6"	0	L.F.	10.00	0
A.C. Berm - 8"	0	L.F.	11.00	0
Slurry Seal	9247	S.Y.	1.10	10,172
Redwood Header	0	L.F.	4.00	0
Sawcut	3575	L.F.	1.10	3,933
Trench Repaving	0	S.F.	5.00	0
Utility Trench	5050	L.F.	5.00	25,250
Wheelchair Ramp	8	EA.	400.00	3,200
Street Name Sign	8	EA.	425.00	3,400
Stop Sign	2	EA.	200.00	400
Barricade	0	L.F.	45.00	0
Warning Markers - Type L, Type N	10	EA.	50.00	500
Signs and Posts	4	EA.	200.00	800
Street Sweeping Sign	0	EA.	200.00	0
Bus Bay	0	EA.	7,500.00	0
Traffic Striping/raised pavement markers	2874	L.S.	.30	862
Traffic Signal	0	EA.	160,000.00	0
Traffic Signal Interconnect	0	L.F.	30.00	0
Walls - Masonry: 6' Maximum	0	L.F.	45.00	0
Walls - Retaining: 6' Maximum	0	L.F.	70.00	0
Landscaping-median	2000	S.F.	5.00	10,000
Relocate Trees	0	EA.	2,000.00	0
1/2 Alley Apron	0	S.F.	4.50	0
Street Lights (9500 lumen)	9	EA.	3,000.00	27,000
Street Lights (22000 lumen)	2	EA.	3,500.00	7,000
Adjust M.H. to Grade	0	EA.	550.00	0
Adjust Water Valve to Grade	0	EA.	250.00	0
Relocate Power Poles	1	EA.	150,000.00	150,000
Cluster Mail Boxes	3	EA.	3,000.00	9,000
Monuments	54		65.00	3,510
Electrical Utility Infrastructure	0	EA.		0
Electrical Utility Trench	0	L.F.	110.00	0
Electrical Reimbursement				
		SUBTOTAL:		606,119

Monuments: 54 X 65.00 EA. \$3,510

my 3/15/10

PROJECT: Tract 31414/PA04-0016

DATE: 03/15/10

PREPARED BY: Liz Plazola

STORM DRAIN SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
12" Reinforced Concrete Pipe	0	L.F.	75.00	0
18" Reinforced Concrete Pipe	0	L.F.	80.00	0
24" Reinforced Concrete Pipe	410	L.F.	95.00	38,950
30" Reinforced Concrete Pipe	0	L.F.	110.00	0
36" Reinforced Concrete Pipe	0	L.F.	125.00	0
42" Reinforced Concrete Pipe	0	L.F.	150.00	0
48" Reinforced Concrete Pipe	0	L.F.	175.00	0
54" Reinforced Concrete Pipe	0	L.F.	225.00	0
60" Reinforced Concrete Pipe	0	L.F.	275.00	0
12" HDPE	0	L.F.	38.00	0
18" HDPE	0	L.F.	40.00	0
24" HDPE	0	L.F.	48.00	0
30" HDPE	0	L.F.	55.00	0
36" HDPE	0	L.F.	63.00	0
42" HDPE	0	L.F.	75.00	0
48" HDPE	0	L.F.	83.00	0
54" HDPE	0	L.F.	113.00	0
50" HDPE	0	L.F.	138.00	0
4" PVC SCH. 40	0	L.F.	20.00	0
4" PVC SCH. 80	0	L.F.	25.00	0
6" PVC SCH. 40	0	L.F.	25.00	0
6" PVC SCH. 80	0	L.F.	30.00	0
8" PVC SCH. 40	0	L.F.	30.00	0
8" PVC SCH. 80	0	L.F.	35.00	0
Manhole No. 1	0	EA.	4000.00	0
Manhole No. 2	1	EA.	5000.00	5,000
Manhole No. 3	0	EA.	5700.00	0
Manhole No. 4	0	EA.	6500.00	0
24" X 24" Grate basin	0	EA.	2000.00	0
18" X 18" Grate Basin	0	EA.	1500.00	0
Ctch Basin	14	LF	450.00	6,300
6" Wide Strip Basin	0	EA.	2500.00	0
Catch Basin (3.5')	0	EA.	1600.00	0
Catch Basin (7')	0	EA.	3800.00	0
Catch Basin (14')	0	EA.	5000.00	0
Catch Basin (21')	0	EA.	6000.00	0
Local Depressions	0	S.F	500.00	0
Grated Catch Basin	0	EA.	3000.00	0
Transition Structure	0	EA.	2500.00	0
Inlet Structure (drop)	0	EA.	1500.00	0
Type IX Inlet Structure	0	EA.	1000.00	0
Junction Structure	1	EA.	4500.00	4,500
Headwall	2	EA.	3500.00	7,000
Rip Rap	2	TON	40.00	80
Parkway Drain	0	EA.	2000.00	0
Terrace Drain	0	S.F	5.00	0
Down Drain	0	S.F	5.00	0
Removal/Relocation- Catch Basin	0	EA.	3000.00	0
Outlet Structure	0	EA.	5000.00	0
Concrete Collar (to 48")	0	EA.	1100.00	0
Concrete Pipe Slope Anchor	0	EA.	1500.00	0
Reinforced Concrete Structure	0	C.Y.	400.00	0
Under Sidewalk	0	EA.	500.00	0
Curb Outlet	0	EA.	200.00	0
Construct local depression	2	EA.	1000.00	2,000
"V" Gutter	23	L.F.	4.00	92

SUBTOTAL:

63,922

PROJECT: Tract 31414/PA04-0016

DATE: 03/15/10

PREPARED BY: Liz Plazola

WATER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
20" Water Pipe	0	L.F.	120.00	0
18" Water Pipe	0	L.F.	90.00	0
16" Water Pipe	0	L.F.	60.00	0
12" Water Pipe	0	L.F.	60.00	0
10" Water Pipe	0	L.F.	55.00	0
8" Water Pipe	1441	L.F.	50.00	72,050
6" Water Pipe	0	L.F.	40.00	0
4" Water Pipe	0	L.F.	30.00	0
16" Gate Valve	0	EA.	2,800.00	0
12" Gate Valve	0	EA.	2,000.00	0
10" Gate Valve	0	EA.	1,200.00	0
8" Gate Valve	5	EA.	1,000.00	5,000
6" Gate Valve	0	EA.	800.00	0
4" Gate Valve	0	EA.	600.00	0
24" Butterfly Valve	0	EA.	5,200.00	0
20" Butterfly Valve	0	EA.	4,200.00	0
18" Butterfly Valve	0	EA.	2,800.00	0
16" Butterfly Valve	0	EA.	2,700.00	0
12" Butterfly Valve	0	EA.	1,800.00	0
10" Butterfly Valve	0	EA.	1,000.00	0
8" Butterfly Valve	0	EA.	800.00	0
6" Butterfly Valve	0	EA.	520.00	0
4" Butterfly Valve	0	EA.	330.00	0
6" Fire Hydrants	5	EA.	2,000.00	10,000
6" Super Fire Hydrants	0	EA.	2,200.00	0
Misc. Fittings (Tees, Crosses, Etc.) L/S				
4"	0	EA.	120.00	0
6"	0	EA.	160.00	0
8"	0	EA.	200.00	0
10"	0	EA.	240.00	0
12"	0	EA.	750.00	0
Blow Off 6"	3	EA.	1,800.00	5,400
Blow Off 4"	0	EA.	1,600.00	0
Air Vac & Release 2"	0	EA.	2,000.00	0
Air Vac & Release 1"	3	EA.	1,800.00	5,400
Meter 2" W/O Service	0	EA.	350.00	0
Meter 1 1/2" W/O Service	0	EA.	270.00	0
Meter 1" W/O Service	0	EA.	150.00	0
Meter 5/8" W/O Service	0	EA.	80.00	0
Service Connections 2"	0	EA.	1,300.00	0
Service Connections 1 1/2"	0	EA.	1,100.00	0
Service Connections 1"	31	EA.	350.00	10,850
Hot Tap 8"	0	EA.	2,500.00	0
Hot Tap Water Service	0	EA.	330.00	0
Jack & Bore	0	L.F.	300.00	0
Pressure Reducing Valve	31		200.00	6,200
Joint at Existing 8"	0	EA.	650.00	0
SUBTOTAL:				114,900

MJP 3/15/10

PROJECT: Tract 31414/PA04-0016

DATE: 03/15/10

PREPARED BY: Liz Plazola

SEWER SYSTEM

TYPE	QUANTITY	UNIT	UNIT PRICE	TOTAL
36" V.C. Pipe	0	L.F.	125.00	0
33" V.C. Pipe	0	L.F.	110.00	0
30" V.C. Pipe	0	L.F.	100.00	0
27" V.C. Pipe	0	L.F.	90.00	0
24" V.C. Pipe	0	L.F.	80.00	0
21" V.C. Pipe	0	L.F.	70.00	0
18" V.C. Pipe	0	L.F.	60.00	0
15" V.C. Pipe	0	L.F.	50.00	0
12" V.C. Pipe	0	L.F.	44.00	0
10" V.C. Pipe	0	L.F.	38.00	0
8" V.C. Pipe	1504	L.F.	32.00	48,128
6" V.C. Pipe	0	L.F.	28.00	0
4" V.C. Pipe	1116	L.F.	24.00	26,784
15" SDR - 35	0	L.F.	35.00	0
12" SDR - 35	0	L.F.	33.00	0
10" SDR - 35	0	L.F.	21.00	0
8" SDR - 35	0	L.F.	17.00	0
6" SDR - 35	0	L.F.	13.00	0
4" SDR - 35	0	L.F.	9.00	0
Standard Manhole 48"	15	EA.	2,000.00	30,000
Standard Manhole 48" Extra Depth	0	EA.	2,500.00	0
Standard Manhole 60"	3	EA.	2,800.00	8,400
Shallow Manhole	1	EA.	2,000.00	2,000
Tie Into Existing Manhole	0	EA.	1,000.00	0
Raise Manhole to Grade	0	EA.	225.00	0
Rechannel Existing Manhole	0	EA.	1,200.00	0
Join Existing 8" Pipe	0	EA.	400.00	0
Join Existing 12" Pipe	0	EA.	600.00	0
Clean-outs	31	EA.	600.00	18,600
Clean Out Lateral	0	EA.	90.00	0
Wyes	56	EA.	90.00	5,040
Pavement Replacement	56	S.F.	3.00	168
Concrete Encasement	0	L.F.	20.00	0
TV Sewer	0	L.F.	0.50	0
Backflow valve	7		150.00	1,050
Trench Paving	0	S.F.	5.00	0
SUBTOTAL:				140,170

May
3/15/10

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

PROJECT: Tract 31414/PA04-0016
PA04-0016

DATE: 03/15/10
PREPARED BY: Liz Plazola

IMPROVEMENT TYPE:

ROADWORK	:	\$606,119
STORM DRAIN	:	\$63,922
WATER SYSTEM	:	\$114,900
SEWER SYSTEM	:	\$140,170
SURVEY MONUMENTS	:	\$3,510
TOTAL COST OF IMPROVEMENTS:		<u>\$928,621</u>
+20% CONTINGENCY:		\$185,724
<u>GRAND TOTAL:</u>		<u>\$1,114,346</u>

BOND AMOUNT:

-90% of Original Bond Amount

\$1,115,000
\$1,003,500
\$111,500

NEW BOND AMOUNT:

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CALIFORNIA BANK & TRUST
International Operations
550 South Hope Street, 3rd Floor
Los Angeles, California 90071
S.W.I.F.T. CALBUS66

Standby Letter of Credit

March 30, 2010

IRREVOCABLE STANDBY LETTER OF CREDIT NO. SB06-1733

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

EXPIRATION:
March 24, 2011 or any automatically
extended date as herein below set forth

AMOUNT: USD 111,500.00

Dear Sir/Madam:

At the request of PIGEON PASS LLC, 434 N. 2ND AVENUE,, UPLAND, CA 91786 we hereby establish our Irrevocable Standby Letter of Credit in your favor up to an aggregate amount of One Hundred Eleven Thousand Five Hundred and 00/100 USDOLLARS (USD 111,500.00). This Letter of Credit is available for payment against presentation of your draft(s) at Sight drawn on CALIFORNIA BANK & TRUST, bearing the clause: "Drawn under Letter of Credit no. SB06-1733 of CALIFORNIA BANK & TRUST, Los Angeles, California" accompanied by the following documents:

This original Letter of Credit and amendment(s) thereto, if any, which will be returned to you following our notation thereon of the amount of such draft drawn hereunder. If the amount of the draft is for the full amount of this Letter of Credit, the original Letter of Credit will be retained by us.

Beneficiary's statement purportedly signed by an authorized representative of City of Moreno Valley certifying the following:

"We hereby certify that Pigeon Pass LLC has not complied with the performance requirements as set forth in the agreements entered into with the City of Moreno Valley relative to Project No. PA04-0016 (TR31414)".

OR

"We hereby certify that Pigeon Pass LLC has not maintained the offsite improvements as set forth in the agreements entered into with the City of Moreno Valley for the one year guarantee and warranty period provided relative to Project No. PA04-0016 (TR31414), the amount of the attached draft is in the amount of USD (insert amount) which represents no more than 10% of the amount of this Letter of Credit."

Partial drawings are allowed.

This irrevocable Standby Letter of Credit expires at our counters on March 24, 2011; however, it is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for successive one year periods from the present and all future expiration dates thereof, unless at least sixty (60) days prior to such expiration date, we notify the City in writing, by certified mail or courier service that we elect not to renew this Letter of Credit for any additional period. In the event you are so notified, any unused portion of the Letter of Credit will be available upon presentation, within the current expiration date, of your draft(s) at sight on us accompanied by the original Letter of Credit and amendments (if any) and your statement that the work covered by the agreements relative to Project No. PA04-0016 (TR31414) has not been completed to the satisfaction of the City.

Beneficiary may reduce the Letter of Credit amount from time to time by providing us with a release letter purportedly signed by an authorized representative of The City of Moreno Valley indicating this Letter of Credit No. SB06-1733, the amount to be reduced and the new Letter of Credit amount and stating that the work covered by the agreements is completed to the satisfaction of the City.

Exhibit "C"



CALIFORNIA BANK & TRUST
International Operations
550 South Hope Street, 3rd Floor
Los Angeles, California 90071
S.W.I.F.T. CALBUS66

Standby Letter of Credit

March 30, 2010

IRREVOCABLE STANDBY LETTER OF CREDIT NO. SB06-1732

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

EXPIRATION:
March 24, 2011 or any automatically
extended date as herein below set forth

AMOUNT: USD 55,750.00

Dear Sir/Madam:

At the request of PIGEON PASS LLC, 434 N. 2ND AVENUE,, UPLAND, CA 91786 we hereby establish our Irrevocable Standby Letter of Credit in your favor up to an aggregate amount of Fifty Five Thousand Seven Hundred Fifty and 00/100 USDOLLARS (USD 55,750.00). This Letter of Credit is available for payment against presentation of your draft(s) at Sight drawn on CALIFORNIA BANK & TRUST, bearing the clause: "Drawn under Letter of Credit no. SB06-1732 of CALIFORNIA BANK & TRUST, Los Angeles, California" accompanied by the following documents:

This original Letter of Credit and amendment(s) thereto, if any, which will be returned to you following our notation thereon of the amount of such draft drawn hereunder. If the amount of the draft is for the full amount of this Letter of Credit, the original Letter of Credit will be retained by us.

Beneficiary's statement purportedly signed by an authorized representative of City of Moreno Valley certifying the following:

"We hereby certify that Pigeon Pass LLC has not complied with the labor and material payment requirements as set forth in the agreements entered into with the City of Moreno Valley relative to Project No. PA04-0016 (TR31414)".

Partial drawings are allowed.

This irrevocable Standby Letter of Credit expires at our counters on March 24, 2011; however, it is a condition of this Letter of Credit that it shall be deemed automatically extended, without amendment, for successive one year periods from the present and all future expiration dates thereof, unless at least sixty (60) days prior to such expiration date, we notify the City in writing, by certified mail or courier service that we elect not to renew this Letter of Credit for any additional period. In the event you are so notified, any unused portion of the Letter of Credit will be available upon presentation, within the current expiration date, of your draft(s) at sight on us accompanied by the original Letter of Credit and amendments (if any) and your statement that the work covered by the agreements relative to Project No. PA04-0016 (TR31414) has not been completed to the satisfaction of the City.

This Letter of Credit may be cancelled prior to the expiration date, only upon our receipt of the original of this Letter of Credit and amendments (if any) and a statement purportedly signed by an authorized representative of City of Moreno Valley stating that Pigeon Pass LLC has fulfilled its obligation and authorize California Bank & Trust to cancel Letter of Credit No. SB06-1732.

This Letter of Credit sets forth in full the terms of the Bank's obligation to the Beneficiary, and such undertaking shall not in any way be modified or amplified by any agreement in which this Letter of Credit is referred to, or to which this Letter of Credit relates, and such reference shall not be deemed to incorporate any agreement herein by such reference.

Exhibit "D"

In the event of a drawing all original documents including original sight Draft must be dispatched in one lot by registered mail or courier services directly to California Bank & Trust, International Operations, 550 South Hope Street, 3rd Floor, Los Angeles, CA 90071.

This Standby Letter of Credit expires at our counters at the close of business on the expiration date, or any automatically extended date.

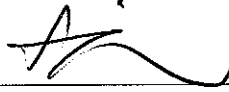
All banking charges are for the account of the Applicant.

If you have any questions concerning this transaction, please call us at (213) 593-2131, (213) 593-2128 or (213) 593-2127.

We hereby agree with you that all draft(s) drawn under and in compliance with the terms of this letter of Letter of Credit will be honored upon presentation to us as specified herein.

EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 600.

Sincerely,
CALIFORNIA BANK & TRUST

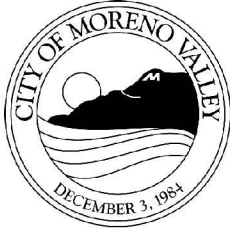


Authorized Signature

Linda Shum
Vice President

RISK MANAGEMENT
Approved

M. Along 4-7-10
By Date



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

Report to City Council

TO: Mayor and City Council

FROM: Steve Elam, City Treasurer

AGENDA DATE: May 25, 2010

TITLE: RECEIPT OF QUARTERLY INVESTMENT REPORT – QUARTER ENDED MARCH 31, 2010

RECOMMENDED ACTION

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

BACKGROUND

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

DISCUSSION

The attached Quarterly Investment Report presents the City's cash and investments for the quarter that ended March 31, 2010. This is the third quarterly report submitted for the 2009-10 fiscal year and is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City's

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

The City has now transitioned the management of its general investment portfolio to Chandler Asset Management. As a result, the City's investment approach has changed from *passive* to *active*, as discussed in past meetings with the Finance Sub-Committee and the City Council. Utilizing an *active* approach, securities purchased for investment are not necessarily held to maturity but may be actively traded based on market conditions and the City's investment goals. The City's cash flow requirements are evaluated on an ongoing basis, with short-term needs accommodated through the City's pooled investment funds with the State Local Agency Investment Fund (LAIF). LAIF is a pool of public funds managed by the State Treasurer of California, providing 24-hour liquidity while yielding a rate of return approximately equivalent to a one-year treasury bill. With the combined use of a conservative approach to evaluating cash flow needs and LAIF liquidity, the City will not have to liquidate securities at current market rates that are intended to be held for longer-term investment. This is especially important considering that the average maturity of the general portfolio is 2.27 years.

This is the first Treasurer's Cash and Investments Report that incorporates reports generated by Chandler Asset Management. The format of these reports is different than the reports previously provided to the Council; however, all of the previous information plus some additional information is contained in the reports.

On the cover page of the Treasurer's Cash and Investments Report, the column previously titled "Book Value" has been changed to "Cost Value" to match the corresponding column in the reports from Chandler Asset Management. Cost Value is the purchase price of an investment; the amount does not include amortization of premiums, accretion of discounts or accrued interest associated with the investment. Market Value is the price the City would receive if it sold the investment on the open market on the day of the report; the exact value varies many times daily and is only known for certain if the investment is actually sold. Par Value is the amount the City will receive at the maturity of the investment.

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

FISCAL IMPACT

None

CITY COUNCIL GOALS

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

SUMMARY

The attached Quarterly Investment Report presents the City’s cash and investments for the quarter that ended March 31, 2010. This report is in compliance with California Government Code Section 53646 regarding the reporting of detailed information on all securities, investments, and monies of the City, as well as the reporting of the market value of the investments held. All of the investments contained within the portfolio are in full compliance with the City’s Investment Policy and Government Code Section 53601 as to the types of investments allowed. It is recommended that the City Council receive and file the attached Quarterly Investment Report.

ATTACHMENTS/EXHIBITS

Attachment 1 - Treasurer’s Cash and Investments Report – March 2010 (PG. 277-288)

Prepared By:
Steve Hargis
Acting Treasury Operations Division Manager

Department Head Approval:
Steve Elam
City Treasurer

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

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CITY OF MORENO VALLEY
Treasurer's Cash and Investments Report
March 2010



General Portfolio	Cost Value	Market Value	Par Value	Average Maturity	Average Duration
Bank Accounts	2,982,299	2,982,299	2,982,299		
State of California LAIF Pool Investments	43,782,651	43,782,651	43,782,651		
	172,056,891	170,645,588	168,702,060	2.27	1.56
Total General Portfolio	218,821,841	217,410,538	215,467,011	Years	Years

Bond Proceeds with Fiscal Agents	Cost Value	Market Value	Par Value	Average Maturity
Construction Funds	14,517,849	14,517,849	14,517,849	
Principal & Interest Accounts	3,471,121	3,471,121	3,471,121	
Debt Service Reserve Funds	8,907,564	8,907,564	8,907,564	
Custody Accounts	0	0	0	
Arbitrage Rebate Accounts	14,810	14,810	14,810	
Other Accounts	534,765	534,765	534,765	
Total Bond Proceeds	27,446,109	27,446,109	27,446,109	0.00
				Years

Deferred Compensation Funds	Market Value
Nationwide	7,252,072
ICMA	3,820,694
Total Deferred Compensation Funds	11,072,766

Total Investment Portfolio 255,929,413

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


 Steve Elam
 City Treasurer

PORTFOLIO CHARACTERISTICS

Average Duration	1.56
Average Coupon	2.62 %
Average Purchase YTM	2.05 %
Average Market YTM	1.29 %
Average S&P Rating	AAA
Average Final Maturity	2.27 yrs
Average Life	1.55 yrs

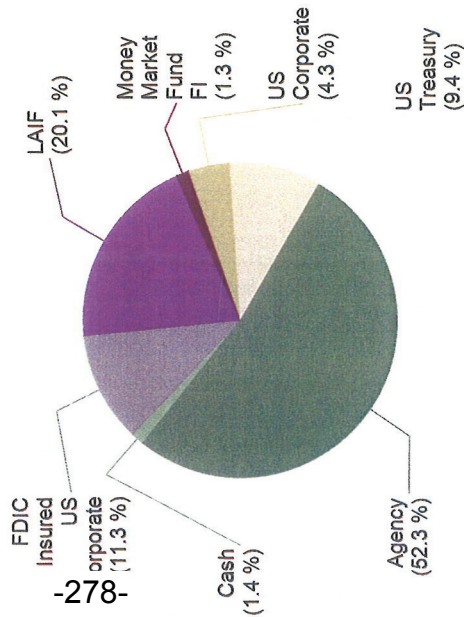
ACCOUNT SUMMARY

Market Value	Beg. Values as of 2/28/10	End Values as of 3/31/10
Accrued Interest	225,848,547	217,410,538
Total Market Value	1,007,401	1,495,909
	226,855,948	218,906,447
Income Earned	612,314	277,190
Cont/WD		
Par	226,640,056	215,467,011
Book Value	226,740,607	218,769,519
Cost Value	226,677,179	218,821,841

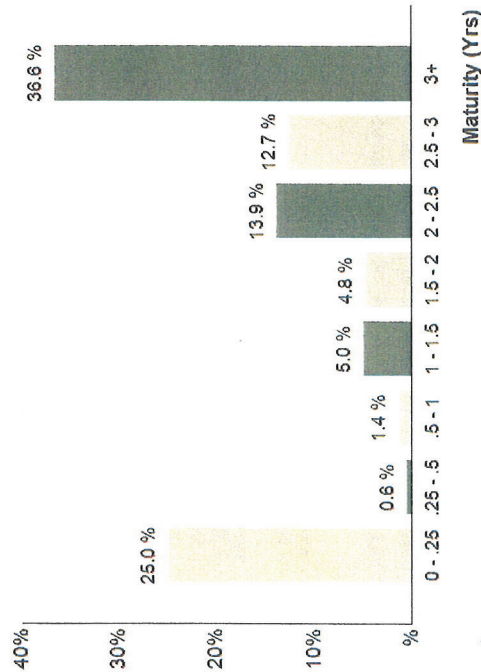
TOP ISSUERS

Issuer	% Portfolio
Local Agency Investment Fund	20.1 %
Federal Home Loan Bank	16.4 %
Federal National Mortgage Assoc	12.6 %
Federal Home Loan Mortgage Corp	10.2 %
Government of United States	9.4 %
Federal Farm Credit Bank	8.9 %
Tennessee Valley Authority	3.8 %
Bank of America Corp FDIC Insur	2.3 %
	83.6 %

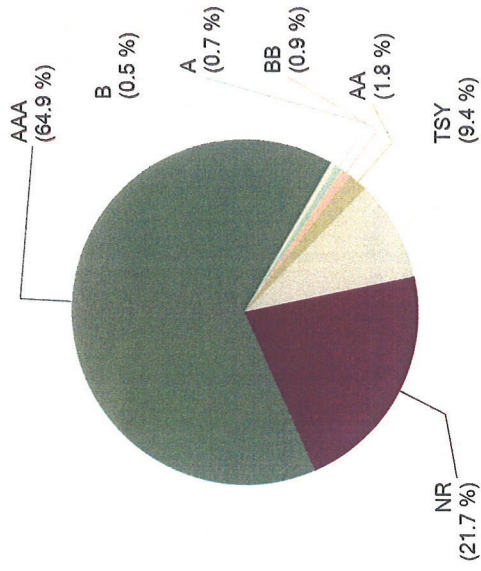
SECTOR ALLOCATION



MATURITY DISTRIBUTION



CREDIT QUALITY

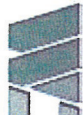




**City of Moreno Valley Consolidated
Account #10122**

**Holdings Report
As of 3/31/10**

AGENCY	CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
	31331XMQ2	FFCB Note 5% Due 5/26/2010	1,000,000.00	01/26/2007 5.00 %	1,000,000.00 1,000,000.00	100.72 0.29 %	1,007,188.00 17,361.11	0.47 % 7,188.00	Aaa AAA	0.15 0.15
	31331GGS2	FFCB Note 2% Due 6/11/2010	1,000,000.00	12/11/2008 2.00 %	1,000,000.00 1,000,000.00	100.31 0.39 %	1,003,125.00 6,111.11	0.46 % 3,125.00	Aaa AAA	0.20 0.19
	3133XCJ38	FHLB Callable Note 1X 08/10/2006 4.7% Due 8/10/2010	1,000,000.00	11/29/2005 4.94 %	989,860.00 999,225.46	101.53 0.42 %	1,015,313.00 6,658.33	0.47 % 16,087.54	Aaa AAA	0.36 0.36
	3133XQMW9	FHLB Callable Note 1X 10/15/08 3.05% Due 10/15/2010	1,000,000.00	04/15/2008 3.05 %	1,000,000.00 1,000,000.00	101.41 0.43 %	1,014,063.00 14,063.89	0.47 % 14,063.00	Aaa AAA	0.54 0.53
	3133XQXS1	FHLB Callable Note 1X 10/28/08 3% Due 10/28/2010	1,000,000.00	04/28/2008 3.00 %	1,000,000.00 1,000,000.00	101.41 0.55 %	1,014,063.00 12,750.00	0.47 % 14,063.00	Aaa AAA	0.58 0.57
	307692AA1	FAMCA Note 4.875% Due 1/14/2011	1,000,000.00	06/05/2006 5.47 %	976,000.00 995,895.49	103.44 0.48 %	1,034,410.00 10,427.08	0.48 % 38,514.51	Aaa AAA	0.79 0.77
	31398AWA6	FNMA Callable Note 1X 04/01/2010 2.05% Due 4/1/2011	1,000,000.00	04/01/2009 2.05 %	1,000,000.00 1,000,000.00	100.00 2.05 %	1,000,000.00 10,250.00	0.46 % 0.00	Aaa AAA	1.00 0.97
	31331YK82	FFCB Note 3.25% Due 5/2/2011	1,000,000.00	05/19/2008 3.38 %	996,360.00 998,662.86	102.84 0.62 %	1,028,438.00 13,451.39	0.48 % 29,775.14	Aaa AAA	1.09 1.06
	3133XTRU2	FHLB Note 1.3% Due 6/1/2011	1,000,000.00	06/01/2009 1.30 %	1,000,000.00 1,000,000.00	100.59 0.79 %	1,005,938.00 4,333.33	0.46 % 5,938.00	Aaa AAA	1.17 1.15
	3133XRE6	FHLB Callable Note 1X 6/9/10 3.6% Due 6/9/2011	1,000,000.00	06/09/2008 3.60 %	1,000,000.00 1,000,000.00	100.59 0.45 %	1,005,938.00 11,200.00	0.46 % 5,938.00	Aaa AAA	0.19 0.19
	3133XRQR4	FHLB Callable Note 1X 07/14/10 4.125% Due 7/14/2011	1,000,000.00	07/14/2008 4.13 %	1,000,000.00 1,000,000.00	101.06 0.40 %	1,010,625.00 8,822.92	0.47 % 10,625.00	Aaa AAA	0.29 0.29
	3133XUHK2	FHLB Callable Note 1X 8/24/2010 1.375% Due 8/24/2011	1,000,000.00	08/24/2009 1.38 %	1,000,000.00 1,000,000.00	100.34 0.51 %	1,003,438.00 1,413.19	0.46 % 3,438.00	Aaa AAA	0.40 0.40
	3133XRW30	FHLB Callable Note 1X 7/28/10 4% Due 10/28/2011	1,000,000.00	10/28/2008 4.00 %	1,000,000.00 1,000,000.00	101.19 0.34 %	1,011,875.00 17,000.00	0.47 % 11,875.00	Aaa AAA	0.33 0.32
	3136FH4A0	FNMA Callable Note 1X 8/17/10 1.55% Due 11/17/2011	1,000,000.00	08/17/2009 1.58 %	999,375.00 999,547.60	100.41 0.47 %	1,004,063.00 5,769.44	0.46 % 4,515.40	Aaa AAA	0.38 0.38
	3133XSWM6	FHLB Note 2.1% Due 1/23/2012	1,000,000.00	01/23/2009 2.10 %	1,000,000.00 1,000,000.00	101.81 1.09 %	1,018,125.00 3,966.67	0.47 % 18,125.00	Aaa AAA	1.82 1.77
	3133XT2T2	FHLB Note 2.25% Due 2/10/2012	1,000,000.00	02/10/2009 2.25 %	1,000,000.00 1,000,000.00	102.13 1.09 %	1,021,250.00 3,187.50	0.47 % 21,250.00	Aaa AAA	1.87 1.82
	3128X8MS8	FHLMC Callable Note 1X 9/2/10 2.35% Due 3/2/2012	1,000,000.00	03/02/2009 2.43 %	997,800.00 998,592.88	100.67 0.76 %	1,006,661.00 1,893.06	0.46 % 8,068.12	Aaa AAA	0.42 0.42
	3133XKFF83	FHLB Callable Note 1X 4/19/10 5.02% Due 4/19/2012	1,000,000.00	04/19/2007 5.02 %	1,000,000.00 1,000,000.00	100.22 0.63 %	1,002,188.00 22,590.00	0.47 % 2,188.00	Aaa AAA	0.05 0.05
	31 INF8	FNMA Callable Note 1X 11/04/2010 1.625% Due 5/4/2012	1,000,000.00	06/07/2009 1.62 %	1,000,000.00 1,000,000.00	100.28 1.14 %	1,002,813.00 6,635.42	0.46 % 2,813.00	Aaa AAA	0.60 0.59
	31 IA93	FHLMC Callable Note 1X 5/11/10 2.05% Due 5/11/2012	1,000,000.00	05/11/2009 2.05 %	1,000,000.00 1,000,000.00	100.18 0.39 %	1,001,840.00 7,972.22	0.46 % 1,840.00	Aaa AAA	0.11 0.11



**City of Moreno Valley Consolidated
Account #10122**

**Holdings Report
As of 3/31/10**

Item No. A.9

SIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
313XL4G5	FHLB Callable Note 1X 6/1/10 5.3% Due 6/1/2012	1,000,000.00	06/01/2007 5.30 %	1,000,000.00 1,000,000.00	100.81 0.41 %	1,008,125.00 17,666.67	0.47 % 8,125.00	Aaa AAA	0.17 0.17
3136FHUY9	FNMA Callable Note 1X 6/1/10 1.4% Due 6/1/2012	1,000,000.00	06/01/2009 1.40 %	1,000,000.00 1,000,000.00	100.13 0.64 %	1,001,250.00 4,666.67	0.46 % 1,250.00	Aaa AAA	0.17 0.17
31331XG30	FFCB Note 5.45% Due 6/21/2012	1,000,000.00	06/29/2007 5.33 %	1,005,380.00 1,002,401.63	108.94 1.35 %	1,089,375.00 15,138.89	0.50 % 86,973.37	Aaa AAA	2.23 2.09
31331GZ36	FFCB Callable Note 1X 10/19/10 1.55% Due 7/19/2012	1,000,000.00	10/19/2009 1.55 %	1,000,000.00 1,000,000.00	100.25 1.09 %	1,002,500.00 3,100.00	0.46 % 2,500.00	Aaa AAA	0.55 1.46
3136F9YP2	FNMA Callable Note 1X 07/23/2010 4.22% Due 7/23/2012	1,000,000.00	07/23/2008 4.22 %	1,000,000.00 1,000,000.00	101.13 0.59 %	1,011,250.00 7,971.11	0.47 % 11,250.00	Aaa AAA	0.31 0.31
31331XT36	FFCB Note 5.25% Due 8/1/2012	1,000,000.00	08/01/2007 5.25 %	1,000,000.00 1,000,000.00	108.72 1.44 %	1,087,188.00 8,750.00	0.50 % 87,188.00	Aaa AAA	2.34 2.20
3133XT4J2	FHLB Note 2.45% Due 8/13/2012	1,000,000.00	02/13/2009 2.45 %	1,000,000.00 1,000,000.00	102.41 1.41 %	1,024,063.00 3,266.67	0.47 % 24,063.00	Aaa AAA	2.37 2.29
3136FHAK1	FNMA Callable Note 1X 08/27/2010 2.625% Due 8/27/2012	1,000,000.00	02/27/2009 2.63 %	1,000,000.00 1,000,000.00	100.69 0.92 %	1,006,875.00 2,479.17	0.46 % 6,875.00	Aaa AAA	0.41 0.40
31331GZ44	FFCB Note 1.55% Due 10/15/2012	1,000,000.00	10/15/2009 1.55 %	1,000,000.00 1,000,000.00	99.94 1.58 %	999,375.00 7,147.22	0.46 % (625.00)	Aaa AAA	2.55 2.46
28X8WZ1	FHLMC Callable Note 1X 4/29/10 2.35% Due 10/29/2012	1,000,000.00	04/29/2009 2.35 %	1,000,000.00 1,000,000.00	100.13 0.64 %	1,001,326.00 9,922.22	0.46 % 1,326.00	Aaa AAA	0.08 0.08
3136FHJU0	FNMA Callable Note 1X 4/29/11 2.25% Due 10/29/2012	1,000,000.00	04/29/2009 2.28 %	998,150.00 999,373.96	101.19 1.14 %	1,011,875.00 9,500.00	0.47 % 12,501.04	Aaa AAA	1.08 2.07
3133XSkl1	FHLB Callable Note 1X 11/5/10 4.125% Due 11/5/2012	1,000,000.00	11/05/2008 4.13 %	1,000,000.00 1,000,000.00	102.03 0.69 %	1,020,313.00 16,729.17	0.47 % 20,313.00	Aaa AAA	0.60 0.58
3128X7SV7	FHLMC Callable Note 1X 11/23/2010 3.7% Due 11/23/2012	2,000,000.00	05/23/2008 3.79 %	1,992,500.00 1,995,591.19	101.93 0.69 %	2,038,678.00 26,311.11	0.94 % 43,086.81	Aaa AAA	0.65 0.63
3133XTRK4	FHLB Callable Note 1X 6/18/10 2.1% Due 12/18/2012	1,000,000.00	06/18/2009 2.10 %	1,000,000.00 1,000,000.00	100.34 0.49 %	1,003,438.00 6,008.33	0.46 % 3,438.00	Aaa AAA	0.22 0.85
31331GKF5	FFCB Note 2.5% Due 1/14/2013	1,000,000.00	01/14/2009 2.30 %	1,007,520.00 1,005,244.96	102.00 1.76 %	1,020,000.00 5,347.22	0.47 % 14,755.04	Aaa AAA	2.79 2.67
31398ALB6	FNMA Callable Note 1X 01/18/2011 4% Due 1/18/2013	1,000,000.00	01/18/2008 4.00 %	1,000,000.00 1,000,000.00	102.38 1.00 %	1,023,750.00 8,111.11	0.47 % 23,750.00	Aaa AAA	0.80 0.78
3133XUDM2	FHLB Callable Note 1X 2/14/11 2.4% Due 2/14/2013	1,000,000.00	08/14/2009 2.40 %	1,000,000.00 1,000,000.00	101.09 1.13 %	1,010,938.00 3,133.33	0.46 % 10,938.00	Aaa AAA	0.88 2.21
3136FH4S1	FNMA Callable Note 1X 8/19/10 2.375% Due 2/19/2013	1,000,000.00	08/20/2009 2.38 %	1,000,000.00 1,000,000.00	100.72 0.49 %	1,007,188.00 2,770.83	0.46 % 7,188.00	Aaa AAA	0.39 1.19
880591CW0	Tennessee Valley Authority Note 6% Due 3/15/2013	3,725,000.00	Various 1.87 %	4,194,744.63 4,163,338.79	112.20 1.75 %	4,179,338.25 9,933.34	1.91 % 15,999.46	Aaa AAA	2.96 2.74
3128X8TZ5	FHLMC Callable Note 1X 04/08/2011 2.5% Due 4/8/2013	1,000,000.00	04/08/2009 2.50 %	1,000,000.00 1,000,000.00	101.54 0.98 %	1,015,412.00 12,013.89	0.47 % 15,412.00	Aaa AAA	1.02 2.40



**City of Moreno Valley Consolidated
Account #10122**

**Holdings Report
As of 3/31/10**

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
31331GVD8	FFCB Note 2.2% Due 4/8/2013	1,000,000.00	05/08/2009 2.20 %	1,000,000.00 1,000,000.00	100.81 1.92 %	1,008,125.00 10,572.22	0.47 % 8,125.00	Aaa AAA	3.02 2.88
3133XQVY5	FHLB Callable Note Qrtly 5/13/10 4.125% Due 5/13/2013	1,000,000.00	05/13/2008 4.13 %	1,000,000.00 1,000,000.00	100.44 0.37 %	1,004,375.00 15,812.50	0.47 % 4,375.00	Aaa AAA	0.12 0.12
3128X8B84	FHLMC Callable Note 1X 05/13/2011 2.4% Due 5/13/2013	1,000,000.00	05/13/2009 2.40 %	1,000,000.00 1,000,000.00	101.31 1.22 %	1,013,069.00 9,200.00	0.47 % 13,069.00	Aaa AAA	1.12 2.62
3128X7RC0	FHLMC Callable Note 1X 5/20/10 4% Due 5/20/2013	1,000,000.00	05/20/2008 4.00 %	1,000,000.00 1,000,000.00	100.41 0.94 %	1,004,141.00 14,555.56	0.47 % 4,141.00	Aaa AAA	0.14 0.14
31331GXN4	FFCB Callable Note Cont 6/3/11 2.7% Due 6/3/2013	1,000,000.00	06/03/2009 2.70 %	1,000,000.00 1,000,000.00	101.38 1.51 %	1,013,750.00 8,850.00	0.47 % 13,750.00	Aaa AAA	1.18 1.89
31331YV64	FFCB Callable Note Cont 6/10/10 4.3% Due 6/10/2013	1,000,000.00	06/10/2008 4.30 %	1,000,000.00 1,000,000.00	100.75 0.38 %	1,007,500.00 13,258.33	0.47 % 7,500.00	Aaa AAA	0.19 0.19
3128X7VR2	FHLMC Callable Note 1X 6/10/10 4% Due 6/10/2013	1,000,000.00	06/10/2008 4.00 %	1,000,000.00 1,000,000.00	100.68 0.46 %	1,006,767.00 12,333.33	0.47 % 6,767.00	Aaa AAA	0.19 0.19
3128X84T6	FHLMC Callable Note 1X 7/23/10 2.4% Due 7/23/2013	1,000,000.00	07/23/2009 2.40 %	1,000,000.00 1,000,000.00	100.54 0.66 %	1,005,406.00 4,533.33	0.46 % 5,406.00	Aaa AAA	0.31 1.49
3133XRTE0	FHLB Callable Note 1X 7/29/10 4.625% Due 7/29/2013	1,000,000.00	07/29/2008 4.63 %	1,000,000.00 1,000,000.00	101.41 0.33 %	1,014,063.00 7,965.28	0.47 % 14,063.00	Aaa AAA	0.33 0.33
8811DW9	Tennessee Valley Authority Note 4.75% Due 8/1/2013	3,750,000.00	03/15/2010 1.90 %	4,097,325.00 4,092,821.60	108.66 2.05 %	4,074,596.25 29,687.50	1.87 % (18,225.35)	Aaa AAA	3.34 3.08
3133XUEC3	FHLB Callable Note 1X 8/12/11 2.65% Due 8/12/2013	1,000,000.00	08/12/2009 2.65 %	1,000,000.00 1,000,000.00	101.13 1.81 %	1,011,250.00 3,606.94	0.46 % 11,250.00	Aaa AAA	1.37 2.15
3133XRYG9	FHLB Callable Note 1X 8/20/10 4.625% Due 8/20/2013	1,000,000.00	10/28/2008 4.63 %	1,000,000.00 1,000,000.00	101.41 0.96 %	1,014,063.00 5,267.36	0.47 % 14,063.00	Aaa AAA	0.39 0.38
3128X9GH7	FHLMC Callable Note 1X 4/1/10 2.5% Due 10/1/2013	1,000,000.00	10/01/2009 2.53 %	999,000.00 999,124.57	100.00 2.50 %	1,000,000.00 12,500.00	0.46 % 875.43	Aaa AAA	3.51 3.29
31331GDF3	FFCB Callable Note Cont 10/15/10 4.25% Due 10/15/2013	1,000,000.00	10/15/2008 4.25 %	1,000,000.00 1,000,000.00	102.03 0.47 %	1,020,313.00 19,597.22	0.48 % 20,313.00	Aaa AAA	0.54 0.53
3136FJGM7	FNMA Callable Note 1X 10/22/10 2.5% Due 10/22/2013	1,000,000.00	10/22/2009 2.50 %	1,000,000.00 1,000,000.00	100.34 1.88 %	1,003,438.00 11,041.67	0.46 % 3,438.00	Aaa AAA	0.56 2.25
3133XSLV8	FHLB Callable Note 1X 11/26/10 3.5% Due 11/26/2013	1,000,000.00	11/26/2008 3.50 %	1,000,000.00 1,000,000.00	102.19 0.15 %	1,021,875.00 12,152.78	0.47 % 21,875.00	Aaa AAA	0.66 0.65
3133XSMU9	FHLB Callable Note 1X 11/26/10 4.05% Due 11/26/2013	1,000,000.00	11/26/2008 4.05 %	1,000,000.00 1,000,000.00	102.38 0.40 %	1,023,750.00 14,062.50	0.47 % 23,750.00	Aaa AAA	0.66 0.64
3133V4W57	FHLB Note 4.875% Due 12/13/2013	1,000,000.00	06/18/2009 2.96 %	1,080,060.00 1,066,040.95	109.41 2.21 %	1,094,063.00 14,625.00	0.51 % 28,022.05	Aaa AAA	3.71 3.36
31331BX6	FHLMC Note 2.5% Due 1/7/2014	4,000,000.00	03/17/2010 2.09 %	4,059,384.00 4,058,786.32	101.16 2.18 %	4,046,372.00 23,333.33	1.86 % (12,414.32)	Aaa AAA	3.78 3.56
313313Z4	FNMA Callable Note 1X 1/28/11 2% Due 1/28/2014	1,000,000.00	01/28/2009 2.00 %	1,000,000.00 1,000,000.00	100.63 1.23 %	1,006,250.00 3,500.00	0.46 % 6,250.00	Aaa AAA	0.83 0.82

Item No. A.9



**City of Moreno Valley Consolidated
Account #10122**

Holdings Report
As of 3/31/10

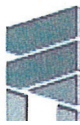
ISIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
33XSZ43	FHLB Callable Note Qrtly 02/18/2011 3% Due 2/18/2014	1,000,000.00	02/18/2009 3.00 %	1,000,000.00 1,000,000.00	100.69 2.21 %	1,006,875.00 3,583.33	0.46 % 6,875.00	Aaa AAA	0.89 1.89
3136FHDF9	FNMA Callable Note 1X 3/18/11 3.2% Due 3/18/2014	1,000,000.00	03/18/2009 3.20 %	1,000,000.00 1,000,000.00	101.75 1.37 %	1,017,500.00 1,155.56	0.47 % 17,500.00	Aaa AAA	0.96 2.50
3128XQM7	FHLMC Callable Note 1X 03/24/2011 2.375% Due 3/24/2014	1,000,000.00	03/24/2009 2.40 %	999,000.00 999,204.27	101.98 0.35 %	1,019,849.00 461.81	0.47 % 20,644.73	Aaa AAA	0.98 0.97
31398AWH1	FNMA Callable Note 1X 4/7/11 2.9% Due 4/7/2014	1,000,000.00	06/08/2009 2.98 %	996,406.25 997,011.32	100.59 2.31 %	1,005,938.00 14,016.67	0.47 % 8,926.68	Aaa AAA	1.02 2.82
3136FHH1	FNMA Callable Note 1X 4/14/11 2% Due 4/14/2014	1,000,000.00	04/14/2009 2.00 %	1,000,000.00 1,000,000.00	99.91 2.09 %	999,063.00 9,277.78	0.46 % (937.00)	Aaa AAA	1.04 1.01
3136FHGK5	FNMA Callable Note 1X 04/16/2012 3% Due 4/16/2014	1,000,000.00	04/16/2009 3.00 %	1,000,000.00 1,000,000.00	101.38 2.31 %	1,013,750.00 13,750.00	0.47 % 13,750.00	Aaa AAA	2.05 3.45
3136FHMK8	FNMA Callable Note 1X 5/1/12 2.25% Due 5/1/2014	1,000,000.00	05/01/2009 2.25 %	1,000,000.00 1,000,000.00	101.31 1.60 %	1,013,125.00 9,375.00	0.47 % 13,125.00	Aaa AAA	2.09 3.12
3136FHPX7	FNMA Callable Note 1X 11/14/2011 2.125% Due 5/14/2014	1,000,000.00	05/14/2009 2.13 %	1,000,000.00 1,000,000.00	100.94 1.53 %	1,009,375.00 8,086.81	0.46 % 9,375.00	Aaa AAA	1.62 2.76
21331GYT0	FFCB Callable Note Cont 6/17/10 3.75% Due 6/17/2014	1,000,000.00	06/17/2009 3.75 %	1,000,000.00 1,000,000.00	100.78 0.05 %	1,007,813.00 10,833.33	0.47 % 7,813.00	Aaa AAA	0.21 0.21
133X7FK5	FHLB Note 5.25% Due 6/18/2014	3,650,000.00	03/15/2010 2.34 %	4,078,185.15 4,073,779.39	111.19 2.44 %	4,058,343.75 54,826.04	1.88 % (15,435.64)	Aaa AAA	4.22 3.76
3128X8Y89	FHLMC Callable Note 1X 7/2/10 3.4% Due 7/2/2014	1,000,000.00	07/02/2009 3.41 %	999,531.25 999,601.33	100.79 0.26 %	1,007,935.00 8,405.56	0.46 % 8,333.67	Aaa AAA	0.25 0.25
3133XTXW1	FHLB Callable Note 1X 1/9/12 2.5% Due 7/9/2014	1,000,000.00	07/09/2009 2.50 %	1,000,000.00 1,000,000.00	101.25 1.78 %	1,012,500.00 5,694.44	0.47 % 12,500.00	Aaa AAA	1.78 1.72
31398AYN6	FNMA Callable Note 1X 07/28/2011 3% Due 7/28/2014	1,000,000.00	07/28/2009 3.00 %	1,000,000.00 1,000,000.00	100.75 2.42 %	1,007,500.00 5,250.00	0.46 % 7,500.00	Aaa AAA	1.33 3.32
3137EACD9	FHLMC Note 3% Due 7/28/2014	4,000,000.00	03/15/2010 2.41 %	4,097,476.00 4,096,498.18	102.22 2.46 %	4,088,752.00 21,000.00	1.88 % (7,746.18)	Aaa AAA	4.33 4.02
3133XUBN2	FHLB Callable Note Cont 8/5/10 3.2% Due 8/5/2014	1,000,000.00	08/08/2009 3.20 %	1,000,000.00 1,000,000.00	100.84 0.74 %	1,008,438.00 4,977.78	0.46 % 8,438.00	Aaa AAA	0.35 1.14
3133XUPX5	FHLB Callable Note 1X 9/15/11 3.1% Due 9/15/2014	1,000,000.00	09/15/2009 3.10 %	1,000,000.00 1,000,000.00	101.50 2.74 %	1,015,000.00 1,377.78	0.46 % 15,000.00	Aaa AAA	4.46 2.67
31331GL80	FFCB Note 3% Due 9/22/2014	4,000,000.00	03/17/2010 2.47 %	4,090,640.00 4,089,870.47	101.50 2.64 %	4,060,000.00 3,000.00	1.86 % (29,870.47)	Aaa AAA	4.48 4.17
3133XV2K6	FHLB Callable Note Qrtly 1/15/10 2% Due 10/15/2014	1,000,000.00	10/15/2009 2.00 %	1,000,000.00 1,000,000.00	100.07 0.18 %	1,000,700.00 9,222.22	0.46 % 700.00	Aaa AAA	0.04 0.04
3133XV3B5	FHLB Callable Note Qrtly 1/22/10 2% Due 10/22/2014	1,000,000.00	10/22/2009 2.00 %	1,000,000.00 1,000,000.00	100.09 0.37 %	1,000,938.00 8,833.33	0.46 % 938.00	Aaa AAA	0.06 1.08
3136FJKD2	FNMA Callable Note 1X 10/27/2011 2.8% Due 10/27/2014	1,000,000.00	10/27/2009 2.80 %	1,000,000.00 1,000,000.00	99.94 2.81 %	999,375.00 11,977.78	0.46 % (625.00)	Aaa AAA	4.58 4.21



**City of Moreno Valley Consolidated
Account #10122**

Holdings Report
As of 3/31/10

CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (Yrs) Duration
31398AZS4	FNMA Callable Note 1X 10/29/2010 3% Due 10/29/2014	1,000,000.00	10/29/2009 3.02 %	998,910.00 999,001.93	100.16 2.72 %	1,001,563.00 12,666.67	0.46 % 2,561.07	Aaa AAA	0.58 2.56
3128X9KE9	FHLMC Callable Note QTRLY 11/5/10 3% Due 11/5/2014	1,000,000.00	11/05/2009 3.00 %	1,000,000.00 1,000,000.00	100.44 2.24 %	1,004,421.00 12,166.67	0.46 % 4,421.00	Aaa AAA	0.60 2.00
31398AZV7	FNMA Note 2.625% Due 11/20/2014	4,100,000.00	03/12/2010 2.54 %	4,114,723.10 4,114,576.82	100.00 2.63 %	4,100,000.00 39,163.54	1.89 % (14,576.82)	Aaa AAA	4.64 4.30
3136FJPL9	FNMA Callable Note 1X 05/25/2010 3.4% Due 11/25/2014	1,000,000.00	11/25/2009 3.40 %	1,000,000.00 1,000,000.00	100.19 2.12 %	1,001,875.00 11,900.00	0.46 % 1,875.00	Aaa AAA	0.15 0.15
31331G7L7	FFCB Callable Note Cont 12/22/11 2.82% Due 12/22/2014	1,000,000.00	12/22/2009 2.82 %	1,000,000.00 1,000,000.00	99.78 2.87 %	997,813.00 7,755.00	0.46 % (2,187.00)	Aaa AAA	4.73 4.36
31331JAA1	FFCB Callable Note Cont 12/22/10 3% Due 12/22/2014	1,000,000.00	12/22/2009 3.00 %	1,000,000.00 1,000,000.00	100.19 2.72 %	1,001,875.00 8,250.00	0.46 % 1,875.00	Aaa AAA	0.73 2.32
3133XWBG1	FHLB Callable Note Qtrly 6/29/10 3% Due 12/29/2014	1,000,000.00	12/29/2009 3.00 %	1,000,000.00 1,000,000.00	99.34 3.15 %	993,438.00 7,666.67	0.46 % (6,562.00)	Aaa AAA	4.75 1.52
3136FJZA2	FNMA Callable Note Qtrly 06/30/2010 3.05% Due 12/30/2014	1,000,000.00	12/30/2009 3.05 %	1,000,000.00 1,000,000.00	99.81 3.09 %	998,125.00 7,709.72	0.46 % (1,875.00)	Aaa AAA	4.75 1.84
3136FJEZ3	FNMA Callable Note Qtrly 01/05/2011 3% Due 1/5/2015	1,000,000.00	01/05/2010 3.00 %	1,000,000.00 1,000,000.00	100.34 2.54 %	1,003,438.00 7,166.67	0.46 % 3,438.00	Aaa AAA	0.77 2.33
31331WDZ9	FHLB Callable Note Cont 7/13/10 3.1% Due 1/13/2015	1,000,000.00	01/13/2010 3.10 %	1,000,000.00 1,000,000.00	99.72 3.16 %	997,188.00 6,716.67	0.46 % (2,812.00)	Aaa AAA	4.79 1.52
Total Agency		111,225,000.00	2.84 %	112,769,330.38 112,744,191.97	1.48 %	113,619,283.25 938,545.29	52.33 % 875,091.28	Aaa AAA	1.86 1.93
CASH									
90CASH\$00	Cash Custodial Cash Account	2,982,298.79	Various 0.00 %	2,982,298.79 2,982,298.79	1.00 0.00 %	2,982,298.79 0.00	1.36 % 0.00	NR NR	0.00 0.00
Total Cash		2,982,298.79	N/A	2,982,298.79 2,982,298.79	0.00 %	2,982,298.79 0.00	1.36 % 0.00	NR NR	0.00 0.00
FDIC INSURED US CORPORATE									
61757UAF7	Morgan Stanley FDIC Guaranteed Note 2% Due 9/22/2011	4,825,000.00	Various 0.91 %	4,909,264.93 4,901,788.66	101.68 0.85 %	4,906,045.53 2,412.50	2.24 % 4,256.87	Aaa AAA	1.48 1.45
949744AA4	Wells Fargo & Company FDIC Guaranteed Note 3% Due 12/9/2011	4,750,000.00	Various 1.07 %	4,919,063.75 4,902,781.38	103.25 1.05 %	4,904,603.00 44,333.33	2.26 % 1,821.62	Aaa AAA	1.69 1.64
06AG6	Bank of America Corp FDIC Guaranteed Note 2.1% Due 4/30/2012	4,850,000.00	Various 1.31 %	4,932,732.55 4,927,981.53	101.84 1.20 %	4,939,312.75 42,720.41	2.28 % 11,331.22	Aaa AAA	2.08 2.02
91IAC1	US Bancorp FDIC Guaranteed Note 1.8% Due 5/15/2012	4,875,000.00	Various 1.40 %	4,913,348.88 4,915,118.40	101.14 1.26 %	4,930,360.50 33,150.00	2.27 % 15,242.10	Aaa AAA	2.13 2.07

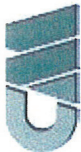


City of Moreno Valley Consolidated
Account #10122

Holdings Report
As of 3/31/10

Item No. A.9

SIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (yrs) Duration
IC INSURED US CORPORATE									
I46FAA9	Goldman Sachs FDIC Guaranteed Note 3.25% Due 6/15/2012	4,725,000.00	03/12/2010 1.27 %	4,931,019.45 4,927,255.39	104.27 1.28 %	4,926,738.60 45,215.63	2.27 % (516.79)	Aaa AAA	2.21 2.12
	Total FDIC Insured US Corporate	24,025,000.00	1.19 %	24,605,429.56 24,574,925.36	1.13 %	24,607,060.38 167,831.87	11.32 % 32,135.02	Aaa AAA	1.92 1.86
LAIF									
90LAIF\$00	Local Agency Investment Fund State Pool	43,782,651.30	Various 0.55 %	43,782,651.30 43,782,651.30	1.00 0.55 %	43,782,651.30 116,641.32	20.05 % 0.00	NR NR	0.00 0.00
	Total LAIF	43,782,651.30	0.55 %	43,782,651.30 43,782,651.30	0.55 %	43,782,651.30 116,641.32	20.05 % 0.00	NR NR	0.00 0.00
MONEY MARKET FUND FI									
431114701	Highmark Govt Money Market Fund	1.00	03/09/2010 0.05 %	1.00 1.00	1.00 0.05 %	1.00 0.00	0.00 % 0.00	Aaa AAA	0.00 0.00
431114701	Highmark Govt Money Market Fund	2,837,059.47	Various 0.05 %	2,837,059.47 2,837,059.47	1.00 0.05 %	2,837,059.47 0.00	1.30 % 0.00	Aaa AAA	0.00 0.00
	Total Money Market Fund FI	2,837,060.47	0.05 %	2,837,060.47 2,837,060.47	0.05 %	2,837,060.47 0.00	1.30 % 0.00	Aaa AAA	0.00 0.00
US CORPORATE									
459745FP5	International Lease Finance Note 5% Due 4/15/2010	2,000,000.00	03/26/2007 5.06 %	1,996,420.00 1,999,955.09	100.01 4.66 %	2,000,182.00 46,111.11	0.93 % 226.91	B1 BB+	0.04 0.04
02635PSV6	American General Finance Note 4.875% Due 5/15/2010	1,000,000.00	08/08/2006 5.51 %	978,490.00 999,312.18	99.96 5.12 %	999,587.00 18,416.67	0.47 % 274.82	B2 B	0.12 0.12
52517PA35	Lehman Brothers Holdings Note 4.5% Due 7/26/2010	1,000,000.00	08/25/2006 5.29 %	972,450.00 972,450.00	23.25 0.00 %	232,500.00 0.00	0.11 % (739,950.00)	NR NR	0.32 0.00
52517PYN5	Lehman Brothers Holdings Defaulted - Orig mat 1/27/10 4.25% Due 1/27/2012	1,000,000.00	06/08/2007 4.93 %	972,030.00 972,030.00	23.25 0.00 %	232,500.00 0.00	0.11 % (739,530.00)	NR NR	-0.17 0.00
52517PR60	Lehman Brothers Holdings Note 5.25% Due 2/6/2012	1,000,000.00	02/06/2007 5.34 %	996,000.00 996,000.00	23.25 0.00 %	232,500.00 0.00	0.11 % (763,500.00)	NR NR	1.85 0.00
06406HBL2	Bank of New York Note 4.3% Due 5/15/2014	2,140,000.00	Various 2.94 %	2,251,997.60 2,251,850.05	105.27 2.93 %	2,252,765.16 34,763.11	1.04 % 915.11	Aa2 AA-	4.13 3.72
46625HPH8	JP Morgan Chase Note 3.7% Due 1/20/2015	1,575,000.00	03/25/2010 3.61 %	1,581,000.75 1,580,993.92	100.62 3.56 %	1,584,700.43 11,493.13	0.73 % 3,706.51	Aa3 A+	4.81 4.34
94980VAA6	Wells Fargo Bank Note 4.75% Due 2/9/2015	1,625,000.00	03/25/2010 3.94 %	1,682,687.50 1,682,622.57	103.85 3.87 %	1,687,500.75 11,149.31	0.78 % 4,878.18	Aa3 AA-	4.87 4.29
	Total US Corporate	11,340,000.00	4.35 %	11,431,075.85 11,455,213.81	3.61 %	9,222,235.34 121,933.33	4.27 % (2,232,978.47)	A3 A-	2.79 2.45



CUSIP	Security Description	Par Value/Units	Purchase Date Book Yield	Cost Value Book Value	Mkt Price Mkt YTM	Market Value Accrued Int.	% of Port. Gain/Loss	Moody S&P	Term (Yrs) Duration
US TREASURY									
912828GQ7	US Treasury Note 4.5% Due 4/30/2012	3,775,000.00	03/12/2010 1.00 %	4,051,944.29 4,045,885.02	107.13 1.03 %	4,043,968.75 71,328.73	1.88 % (1,916.27)	TSY TSY	2.08 1.97
912828HE3	US Treasury Note 4.25% Due 9/30/2012	3,775,000.00	03/12/2010 1.22 %	4,061,086.87 4,055,857.33	107.29 1.28 %	4,050,163.53 438.35	1.85 % (5,693.80)	TSY TSY	2.50 2.39
912828HK9	US Treasury Note 3.375% Due 11/30/2012	3,875,000.00	03/12/2010 1.29 %	4,089,651.65 4,085,969.43	105.26 1.36 %	4,078,739.75 43,833.28	1.88 % (7,229.68)	TSY TSY	2.67 2.53
912828HM5	US Treasury Note 3.625% Due 12/31/2012	3,850,000.00	03/12/2010 1.35 %	4,089,735.55 4,085,747.78	105.91 1.43 %	4,077,388.70 35,083.39	1.88 % (8,359.08)	TSY TSY	2.76 2.61
912828HV5	US Treasury Note 2.5% Due 3/31/2013	4,000,000.00	03/12/2010 1.48 %	4,121,575.90 4,119,717.28	102.74 1.56 %	4,109,688.00 273.22	1.88 % (10,029.28)	TSY TSY	3.00 2.89
Total US Treasury		19,275,000.00	1.27 %	20,413,994.26 20,393,176.84	1.33 %	20,359,948.73 150,956.97	9.37 % (33,228.11)	TSY TSY	2.60 2.48
TOTAL PORTFOLIO		215,467,010.56	2.05 %	218,821,840.61 218,769,518.54	1.29 %	217,410,538.26 1,495,908.78	100.00 % (1,358,980.28)	Aaa AAA	1.55 1.56
TOTAL MARKET VALUE PLUS ACCRUED		218,906,447.04							

City of Moreno Valley
March 31, 2010

COMPLIANCE WITH INVESTMENT POLICY

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

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

BOND PROCEEDS WITH FISCAL AGENTS

Account Name	Account Number	Investment	Issuer	Purchase Date	Maturity Date	Face Value	Cost Value	Market Value	Stated Rate	Yield	Price	% of Portfolio
Wells Fargo												
Centerpoints 87-4												
redemption fund	20350200	money market fund	WF Govt Fund	03/31/10	04/01/10	291,847	291,847	291,847	0.01%	0.01%	1.00000	1.063%
redemption/prepay	20350201	money market fund	WF Govt Fund	03/31/10	04/01/10	2,322	2,322	2,322	0.01%	0.01%	1.00000	0.008%
reserve fund	20350202	money market fund	WF Govt Fund	03/31/10	04/01/10	70,301	70,301	70,301	0.01%	0.01%	1.00000	0.256%
rebate fund	20350203	money market fund	WF Govt Fund	03/31/10	04/01/10	329	329	329	0.01%	0.01%	1.00000	0.001%
						364,799	364,799	364,799				1.329%
Wells Fargo												
Community Facilities District 87-4 (IX-1)												
special tax funds	22631800	cash	cash	12/16/88	09/02/09	0	0	0	0.00%	0.00%	1.00000	0.000%
special tax funds	22631800	money market fund	WF Govt Fund	03/31/10	04/01/10	1,923,782	1,923,782	1,923,782	0.01%	0.01%	1.00000	7.069%
interest acct	22631801	money market fund	WF Govt Fund	03/31/10	04/01/10	0	0	0	0.01%	0.01%	1.00000	0.000%
reserve fund	22631804	money market fund	WF Govt Fund	03/31/10	04/01/10	1,028,699	1,028,699	1,028,699	0.01%	0.01%	1.00000	3.748%
admin exp acct	22631805	money market fund	WF Govt Fund	03/31/10	04/01/10	377	377	377	0.01%	0.01%	1.00000	0.001%
debt service acct	22631809	money market fund	WF Govt Fund	03/31/10	04/01/10	535,790	535,790	535,790	0.01%	0.01%	1.00000	1.952%
special tax funds	22631900	money market fund	WF Govt Fund	03/31/10	04/01/10	405,316	405,316	405,316	0.01%	0.01%	1.00000	1.477%
interest acct	22631901	money market fund	WF Govt Fund	03/31/10	04/01/10	16,153	16,153	16,153	0.01%	0.01%	1.00000	0.059%
reserve fund	22631904	money market fund	WF Govt Fund	03/31/10	04/01/10	366,244	366,244	366,244	0.01%	0.01%	1.00000	1.334%
admin exp acct	22631905	money market fund	WF Govt Fund	03/31/10	04/01/10	72	72	72	0.01%	0.01%	1.00000	0.000%
cost of issuance	22631906	money market fund	WF Govt Fund	03/31/10	04/01/10	2	2	2	0.01%	0.01%	1.00000	0.000%
						4,276,435	4,276,435	4,276,435				
Wells Fargo												
CID # 5												
Series B Revenue	22333500	money mkt fund	WF Govt Fund	03/31/10	04/01/10	150,243	150,243	150,243	0.01%	0.01%	1.00000	0.547%
Series A Principal	22333501	money mkt fund	WF Govt Fund	03/31/10	04/01/10	12,301	12,301	12,301	0.01%	0.01%	1.00000	0.045%
Series B reserve	22333503	money mkt fund	WF Govt Fund	03/31/10	04/01/10	522,482	522,482	522,482	0.01%	0.01%	1.00000	1.904%
Series A interest	22333504	money mkt fund	WF Govt Fund	03/31/10	04/01/10	625	625	625	0.01%	0.01%	1.00000	0.002%
Series B interest	22333505	money mkt fund	WF Govt Fund	03/31/10	04/01/10	457,656	457,656	457,656	0.01%	0.01%	1.00000	1.667%
						1,143,307	1,143,307	1,143,307				
Wells Fargo												
1997 COPIs Refunding City Hall												
delivery cost fund	12526001	money mkt fund	WF Govt Fund	03/31/10	04/01/10	0	0	0	0.01%	0.01%	1.00000	0.000%
						0	0	0				
Wells Fargo												
1997 Lease Revenue Bonds - Public Safety												
expense fund	12526107	money mkt fund	WF Govt Fund	03/31/10	04/01/10	14,068	14,068	14,068	0.01%	0.01%	1.00000	0.051%
reserve account	12526103	money mkt fund	WF Govt Fund	03/31/10	04/01/10	407,462	407,462	407,462	0.01%	0.01%	1.00000	1.485%
lease revenue	12526100	money mkt fund	WF Govt Fund	03/31/10	04/01/10	0	0	0	0.01%	0.01%	1.00000	0.000%
rebate account	12526104	money mkt fund	WF Govt Fund	03/31/10	04/01/10	14,481	14,481	14,481	0.01%	0.01%	1.00000	0.053%
						436,011	436,011	436,011				
Wells Fargo												
2007 Redevelopment Agency Tax Allocation Bonds Series A												
debt service fund	22631700	money mkt fund	WF Govt Fund	03/31/10	04/01/10	1,026,442	1,026,442	1,026,442	0.01%	0.01%	1.00000	3.740%
						1,026,442	1,026,442	1,026,442				
Wells Fargo												
2005 Lease Revenue Bond												
reserve fund	18042800	money mkt fund	WF Govt Fund	03/31/10	04/01/10	333	333	333	0.01%	0.01%	1.00000	0.001%
construction fund	18042804	money mkt fund	WF Govt Fund	03/31/10	04/01/10	2,992,830	2,992,830	2,992,830	0.01%	0.01%	1.00000	10.904%
reserve fund	18042806	money mkt fund	WF Govt Fund	03/31/10	04/01/10	7,671,734	7,671,734	7,671,734	0.01%	0.01%	1.00000	27.952%
						10,664,897	10,664,897	10,664,897				38.858%
Wells Fargo												
2007 Taxable Lease Revenue Bonds - Electric Utility												
interest fund	22277601	money mkt fund	WF Govt Fund	03/31/10	04/01/10	0	0	0	0.01%	0.01%	1.00000	0.000%
construction fund	22277604	money mkt fund	WF Govt Fund	03/31/10	04/01/10	6,846,115	6,846,115	6,846,115	0.01%	0.01%	1.00000	24.944%
capital interest fund	22277605	money mkt fund	WF Govt Fund	03/31/10	04/01/10	0	0	0	0.01%	0.01%	1.00000	0.000%
cost of issuance	22277606	money mkt fund	WF Govt Fund	03/31/10	04/01/10	368,024	368,024	368,024	0.01%	0.01%	1.00000	1.341%
						7,214,139	7,214,139	7,214,139				
Wells Fargo												
Automall Refinancing												
revenue fund	20350300	revenue	WF Govt Fund	03/31/10	04/01/10	1,139,953	1,139,953	1,139,953	0.01%	0.01%	1.00000	4.153%
reserve fund	20350303	reserve	WF Govt Fund	03/31/10	04/01/10	1,178,145	1,178,145	1,178,145	0.01%	0.01%	1.00000	4.293%
admin expenses	20350304	admin expenses	WF Govt Fund	03/31/10	04/01/10	1,981	1,981	1,981	0.01%	0.01%	1.00000	0.007%
						2,320,079	2,320,079	2,320,079				8.453%
						27,446,109	27,446,109	27,446,109				100.000%

Totals

Type	Summary of Bond Proceeds with Fiscal Agents		
1	Construction Funds	14,517,849	14,517,849
2	Principal & Interest Accounts	3,471,121	3,471,121
3	Debt Service Reserve Funds	8,907,564	8,907,564
4	Custody Accounts	0	0
5	Arbitrage Rebate Accounts	14,810	14,810
6	Other Accounts	534,765	534,765
	Total Fiscal Agent Funds	27,446,109	27,446,109

DEFERRED COMPENSATION FUNDS

Nationwide

Fund	Market Value	Fund	Market Value	Fund	Market Value
Liquid Savings	\$1,117,937	Drey SmCap I	5	N B Socially Responsive Fund	8,153
Nationwide Fixed (Part Time Employee)	0	American Century Balanced	25	DFA US Micro Cap Port	104,358
Liquid Savings (Part Time Employees)	128,711	Am Century Growth	44,573	Federated Kaufmann Fund	453,072
Certificates of Deposit 3 years	15,413	Am Century Select	78,857	AIM Mid Cap Core Equity	13,731
JP Morgan Mid Cap Value A	84,139	Am Century Ultra	0	Washington Mutual Inv	42,263
Bond Fund Of America	67,275	Vanguard Index 500	65,279	Nationwide InvDes Mod Cons Fund SC	9,720
Growth Fund of America	52,907	Vanguard Institutional Index	312,628	Nationwide InvDes Mod Aggr Fund	589,670
Investment Co. of America	10,732	Vanguard Wellington	13,990	Nationwide InvDes Aggr Fund	93,883
Income Fund of America	110,204	Vanguard Windsor II	62,350	Nationwide InvDes Mod Fd	330,279
Brown Cap Mgmt Inc SM Co	62,451	Vanguard Total Bond Index	108,028	Nationwide InvDes Cons	81,128
Fidelity Independence	20,461	Putnam Voyager	0	Nationwide Large Cap Growth	67,253
Fidelity Equity Income	19,513	Templeton Foreign I	0	Nationwide Inter Val Inst Svc	21,653
Fidelity Magellan	303,795	EuroPacific Growth	226,967	Nationwide US Sm Cap Val Ins Svc	550
Certificates of Deposit 5 years	29,246	Stable Fund C	1,686,963	Nationwide Dest 2015 Inst Svc	11,121
Fidelity Puritan	109,520	PBHG Growth Fund	0	YL Account	146,412
Fidelity Contrafund	232,459	DWS High Income Fund A	43,075	Nationwide Dest 2025 Inst Svc	21,391
Janus Fund	59,176	DWS Strategic Value	35,410	Nationwide Dest 2020 Inst Svc	1,633
Janus Advisor Forty	57,375	Oppenheimer Global Fund A	96,338	Total Nationwide Deferred	\$7,252,072

ICMA

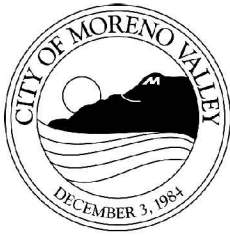
Fund	Market Value	Fund	Market Value
Aggressive Opport.	\$142,895	VT Royce Premier	1,569
International	142,050	VT Ranier Small/Mid Cap Eq	25,521
All Equity Growth	75,840	VT Fidelity Contrafund	130,761
Growth and Income	175,644	VT Fidelity Magellan	0
Broad Market	45,514	VT Fidelity Diversified International	51,911
500 Stock Index	58,767	VT Allianz NFI Div Value	37,846
Equity Income	250,148	VT Legg Mason Value	1,711
Asset Allocation	103,430	VT Fidelity Puritan	3,653
Core Bond	15,270	VT Royce Value Plus Service	4,807
Cash Management	31,665	VT TR Price Growth Stock Adv	13,865
Plus Fund	1,384,358	VT First Amer. Real Estate Secs	4,244
Savings Oriented	5,583	VT TR Price Small Cap Value	102,249
Conservative Growth	75,740	VT Third Ave Value	7,135
Traditional Growth	214,109	Inflation Protected Securities	48,469
Long-Term Growth	262,559	Growth Fund	198,844
Mid/Small Co Index	0	VT PIMCO Total Return	56,371
Milestone 2030	9,055	VT PIMCO High Yield	94,730
Milestone 2035	7,490	VT Eaton Vance Lage Cap Value	4,364
Overseas Equity Index fund	52,527	Total ICMA	\$3,820,694
Vantage Trust 1yr CD	0		

Summary by Plan

	Market Value
Total Nationwide	\$7,252,072
Total ICMA	3,820,694
Total Deferred Compensation Plans	\$11,072,766

Summary by Investment Type

	Market Value
Savings Deposits and CDs	\$1,246,648
Mutual Funds	9,826,118
Total Deferred Compensation Plans	\$11,072,766



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

Report to City Council

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

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

AGENDA DATE: May 25, 2010

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE PROJECT NO. 02-89266920

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879, the lowest responsible bidder.
2. Authorize the City Manager to execute the contract with Hillcrest Contracting, Inc. in the form attached hereto, and to subsequently assign said contract to the Community Redevelopment Agency.
3. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest Contracting, Inc. up to, but not exceeding, the contingency amount of \$249,470.71, subject to the approval of the City Attorney.
4. Authorize a full road closure of Day Street from Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements from June 2010 to December 2010.
5. Authorize the Public Works Director/City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

Staff recommends that the Community Redevelopment Agency:

1. Accept the assignment of the contract with Hillcrest Contracting, 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 Hillcrest Contracting, Inc. in the amount of \$1,912,608.76 (\$1,663,138.05 for the bid amount plus 15% contingency) for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724).

BACKGROUND

This project involves the rehabilitation of Day Street from Alessandro Boulevard to Cottonwood Avenue, including street, signing, striping, waterline, utility relocation, and other related road improvements. Street improvements are an authorized activity under Section 319 of the Moreno Valley Community Redevelopment Agency’s (RDA) Redevelopment plan.

An agreement with AEI-CASC was signed by the Mayor on February 22, 2006 to complete required environmental documentation, right of way documents, and the design plans and specifications. The environmental document, a Negative Declaration, was adopted by City Council on September 11, 2007. On November 10, 2009, City Council authorized the City Attorney to file the appropriate actions in Eminent Domain in order to secure necessary right of way for the project. The Riverside County Court granted the order of possession on February 10, 2010 and the City obtained possession of the right of way on March 15, 2010. The project was advertised for construction bids on March 18, 2010.

DISCUSSION

Formal bidding procedures have been followed in conformance with the Public Contract Code (PCC) and the City Clerk opened bids at 10:00 a.m., April 21, 2010, for the subject project. Seven (7) bids were received as follows:

1. Hillcrest Contracting, Inc.....	\$1,663,138.05
2. Sequel Contractors, Inc.	\$1,729,578.00
3. Spiess Construction Company, Inc.....	\$1,798,602.20
4. Riverside Construction Company, Inc.	\$1,837,332.50
5. Cooley Construction, Inc.	\$1,850,346.31
6. PALP, Inc. dba Excel Paving Company.....	\$1,901,361.25
7. Laird Construction Company, Inc.	\$2,052,412.30

Engineer's Estimate..... \$2,049,933.50

Staff has reviewed the lowest bid received by Hillcrest Contracting, Inc. and finds it to be the lowest responsible bidder. Hillcrest Contracting, Inc. possesses a valid California Contractor 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 Hillcrest Contracting, Inc.

The Base Bid for the lowest apparent bidder is \$1,663,138.05. The lowest responsible bidder was determined by comparing the cumulative total of all Base Bid items without consideration of the prices on the Additive Bid item, as stipulated in the bid documents.

The City is also required to complete certain telephone infrastructure work by Verizon. At Verizon's request, the bid schedule was structured such that there was one Additive Bid item, "Verizon Sole Trenching, Verizon Duct, and Verizon Structures per Plan." The Base Bid for the lowest apparent bidder is \$1,663,138.05 and the Additive Bid item is \$30,000, bringing the total bid amount to \$1,693,138.08. Staff recommends, and Verizon has concurred, that the contract be awarded solely for the base bid amount. As Verizon intends that their infrastructure work be completed, however, the City reserves the right to add the Additive Bid item by Contract Change Order within sixty (60) calendar days from the date of the Notice to Proceed, as identified in the bid documents.

The contract duration is one hundred (100) working days. The Public Works Department is requesting a full road closure of Day Street between Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, to facilitate the construction of roadway improvements for the duration of the project. The road closure will be for segments of Day Street, as needed. The request for the road closure is due to major improvement work including, but not limited to, street, signing, striping, waterline, utility relocation, and other related road improvements. It is anticipated that the road will be fully open to traffic by December 31, 2010.

There are thirty eight (38) parcels in the area of construction. The Contractor will notify, and provide safe ingress and egress to, all potentially affected property owners about the road closure, as well as law enforcement, the Fire Department, Waste Management of the Inland Empire, the postal service, the school district, etc. The Contractor is required to provide driveway access to residents at all times. The road closure/detour plan/traffic control plan has been approved by the City Traffic Engineer.

The requested subsequent assignment of the contract from the City to the Community Redevelopment Agency will obligate the RDA funds and not the General Fund.

ALTERNATIVES

1. Award the construction contract for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue to Hillcrest Contracting, Inc., 1467

Circle City Drive, Corona, CA 92879, the lowest responsible bidder, authorize the City Manager to execute the contract with Hillcrest Contracting, Inc. in the form attached hereto, and to subsequently assign said contract to the Community Redevelopment Agency, authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest Contracting, Inc. up to, but not exceeding, the contingency amount of \$249,470.71, subject to the approval of the City Attorney, authorize a full road closure of Day Street from Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements from June 2010 to December 2010, authorize the Public Works Director/City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues, accept the assignment of the contract with Hillcrest Contracting, 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 Hillcrest Contracting, Inc. in the amount of \$1,912,608.76 (\$1,663,138.05 for the bid amount plus 15% contingency) for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724). *This alternative will allow for much needed improvements.*

2. Do not award the construction contract for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879, the lowest responsible bidder, do not authorize the City Manager to execute the contract with Hillcrest Contracting, Inc. in the form attached hereto, and to subsequently assign said contract to the Community Redevelopment Agency, do not authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest Contracting, Inc. up to, but not exceeding, the contingency amount of \$249,470.71, subject to the approval of the City Attorney, do not authorize a full road closure of Day Street from Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements from June 2010 to December 2010, do not authorize the Public Works Director/City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues, do not accept the assignment of the contract with Hillcrest Contracting, Inc. from the City in the form attached hereto, do 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 do not authorize the issuance of a Purchase Order to Hillcrest Contracting, Inc. in the amount of \$1,912,608.76 (\$1,663,138.05 for the bid amount plus 15% contingency) for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724). *This alternative will delay the completion of needed improvements.*

FISCAL IMPACT

The construction phase of this project is included in Fiscal Year 2009-2010 Budget and will be financed by RDA 2007 Tax Allocation Bonds (TABS) funds (Fund 897). **These funds have been allocated for the Day Street from Alessandro Boulevard to Cottonwood Avenue Improvements project and cannot be utilized for operational activities.** There is no impact on the General Fund.

AVAILABLE BUDGETED FUNDS (ACCOUNT NO. 897.91724):

Fiscal Year 2009-2010 Budget	\$2,628,890
Fiscal Year 2009-2010 Expenditures to Date	(\$215,590)
Fiscal Year 2009-2010 Available Budgeted Funds.....	\$2,413,300

ESTIMATED CONSTRUCTION RELATED COSTS:

Design Support Services during Construction	\$15,000
Contractor Construction Costs (includes 15% contingency).....	\$1,912,600
Construction Geotechnical Services	\$50,000
Construction Survey Services.....	\$50,000
Construction Inspection Services	\$35,000
Project Administration and City Inspection	<u>\$60,000</u>
Total Estimated Construction Related Costs.....	\$2,122,600

ANTICIPATED PROJECT SCHEDULE

Begin Construction	June 2010
Complete Construction	December 2010

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

SUMMARY

This project will construct street, signing, striping, waterline, utility relocation, and other related road improvements on Day Street between Alessandro Boulevard and Cottonwood Avenue. The construction is funded with RDA TABS funds. The City

Council is requested to approve the award of the construction contract to Hillcrest Contracting, Inc. and the Community Redevelopment Agency is requested to accept the assignment of the construction contract to Hillcrest Contracting, Inc.

NOTIFICATION

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

ATTACHMENTS

Attachment "A" – Location Map (PAGE 297)

Attachment "B" – Agreement with Hillcrest Contracting, Inc. (PAGES 299 – 308)

Attachment "C" – Assignment Agreement (PAGE 309)

Prepared By:
Lorenz R. Gonzales, P.E.
Senior Engineer

Department Head Approval:
Barry Foster
Economic Development Director

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

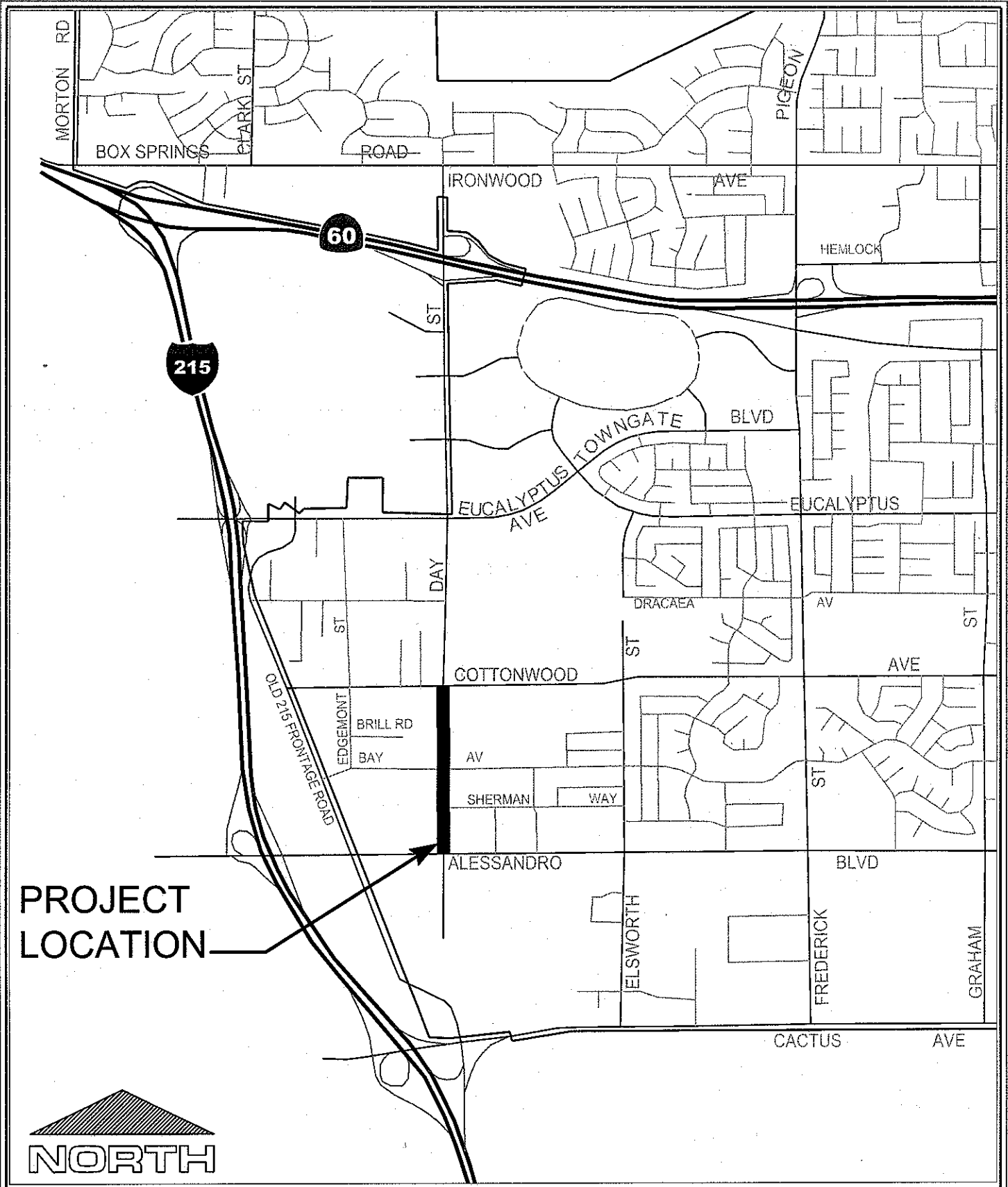
Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

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

Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

DAY STREET ROADWAY IMPROVEMENTS
ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE
PROJECT NUMBER 02-89266920

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AGREEMENT

PROJECT NO. 02-89266920

**STREET IMPROVEMENTS FOR DAY STREET
FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE**

THIS 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 **Hillcrest Contracting, 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. none inclusive, issued prior to the opening of the Bids
 - c. The bound Bid Documents
 - d. The Special Provisions which include the General Provisions and Technical Provisions, 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 **\$1,663,138.05**, 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 Agreement documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to order materials pursuant to this Agreement 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 Agreement 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 (100) working days** after said date in the "Notice to Proceed with Construction," except as

Attachment "B"

**AGREEMENT
PROJECT NO. 02-89266920**

adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all ordering of materials and construction called for under the Agreement 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 shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

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

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

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

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

**AGREEMENT
PROJECT NO. 02-89266920**

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 Agreement 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. 02-89266920

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 Agreement 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 Agreement. 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 Agreement 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), 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, subcontractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

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

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

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its

**AGREEMENT
PROJECT NO. 02-89266920**

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 Agreement.

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)

**AGREEMENT
PROJECT NO. 02-89266920**

CITY OF MORENO VALLEY,
Municipal Corporation

Hillcrest Contracting, Inc.

BY: _____
City Manager

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

General Partners must sign on behalf of the partnership.

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

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 02-89266920

**STREET IMPROVEMENTS FOR DAY STREET
from Alessandro Boulevard to Cottonwood Avenue**

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 Hillcrest Contracting, Inc., 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, and identified as **PROJECT NO. 02-89266920**, 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, 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. 02-89266920**

BOND NO. _____

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

BIDDER

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____ 20_____

City Attorney
City of Moreno Valley

NOTE:

- 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 may be affixed hereto.

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 02-89266920

**STREET IMPROVEMENTS FOR DAY STREET
from Alessandro Boulevard to Cottonwood Avenue**

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 Hillcrest Contracting, Inc., 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, and identified as **PROJECT NO. 02-89266920**, is hereby referred to and made a part hereof; and

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and 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. 02-89266920**

BOND NO. _____

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

BIDDER

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____, 20____

City Attorney
City of Moreno Valley

NOTE:

- 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 may be affixed hereto

W:\CapProj\CapProj\PROJECTS\Larry - 02-89266920 - Day St\CC Reports\Staff Report - NOA 052510 Attachment B.doc

ASSIGNMENT OF CONSTRUCTION AGREEMENT

Whereas, on _____, the City of Moreno Valley entered into a Construction Agreement for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue ("Agreement") with Hillcrest Contracting, 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

Hillcrest Contracting, Inc.

By: _____
William Bopf
City Manager

By: _____
Glenn J. Salsbury
President

Date: _____

Date: _____

Community Redevelopment Agency of the City of Moreno Valley

By: _____
William Bopf
Executive Director

Date: _____

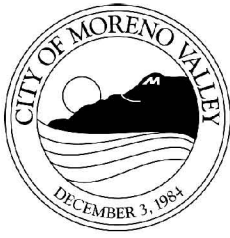
Approved as to Legal Form:

Suzanne Bryant
Deputy City Attorney

Date: _____

Attachment "C"

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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: May 25, 2010

TITLE: APPROVE AND EXECUTE THE AGREEMENT FOR CONVEYANCE OF PROPERTY FOR THE ACQUISITION OF APN 475-272-054 FOR THE IRONWOOD AVENUE WIDENING PROJECT FROM HEACOCK STREET TO PERRIS BOULEVARD PROJECT NO. 06-50182625-2

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Approve the Agreement for Conveyance of Property for the acquisition of APN 475-272-054 for the Ironwood Avenue Widening Project from Heacock Street to Perris Boulevard.
2. Authorize a Purchase Order in the amount of \$124,500 plus escrow fees when the Agreement has been signed by all parties (Account No. 415.70227).
3. Authorize the City Manager to execute the Agreement in the form attached hereto upon concurrence by the property owners and authorize the City Manager to approve any changes, subject to the approval of the City Attorney.
4. Authorize the Financial and Administrative Services Director to wire transfer funds into escrow in the amount of the acquisition price of \$124,500 plus the escrow fees for the acquisition of APN 475-272-054.

BACKGROUND

Ironwood Avenue is designated as a four (4) lane minor arterial roadway in the City's adopted circulation plan. The Ironwood Avenue improvement project will construct full street improvements on both sides of Ironwood Avenue from Heacock Street to Perris

Boulevard. There are twenty-six (26) parcels from which right-of-way (ROW) is needed to widen this section of Ironwood Avenue. On September 1, 2009 the City Council authorized staff to negotiate and acquire the properties.

DISCUSSION

APN 475-272-054 requires the acquisition of the entire property. This right-of-way acquisition is necessary to widen the road and construct the curb, gutter, and sidewalk improvements.

The subject property is located at 11987 Davis Street and is currently owned by Ms. Yost and Mr. Swanson. The parcel is improved with a single family residence and contains approximately 0.17 acres (7,405 square feet).

An appraisal report for right-of-way was prepared on March 2, 2009 by Donahue Appraisal Associates. The appraised value amount is \$110,000 for this parcel.

After negotiation, the owner has agreed with a settlement amount of \$124,500. The final acquisition amount for APN 475-272-054 exceeds \$100,000 and requires that the Agreement for Conveyance of Property be approved by City Council.

ALTERNATIVES

1. Approve the Agreement for Conveyance of Property for the acquisition of APN 475-272-054 for the Ironwood Avenue Widening Project from Heacock Street to Perris Boulevard, authorize a Purchase Order in the amount of \$124,500 plus escrow fees when the Agreement has been signed by all parties (Account No. 415.70227), authorize the City Manager to execute the Agreement in the form attached hereto upon concurrence by the property owners and authorize the City Manager to approve any changes, subject to the approval of the City Attorney, and authorize the Financial and Administrative Services Director to wire transfer funds into escrow in the amount of the acquisition price of \$124,500 plus the escrow fees for the acquisition of APN 475-272-054. *This alternative allows the City to complete the project on schedule.*
2. Do not approve the Agreement for Conveyance of Property for the acquisition of APN 475-272-054 for the Ironwood Avenue Widening Project from Heacock Street to Perris Boulevard, do not authorize a Purchase Order in the amount of \$124,500 plus escrow fees when the Agreement has been signed by all parties (Account No. 415.70227), authorize the City Manager to execute the Agreement in the form attached hereto upon concurrence by the property owners and do not authorize the City Manager to approve any changes, subject to the approval of the City Attorney, and do not authorize the Financial and Administrative Services Director to wire transfer funds into escrow in the amount of the acquisition price of \$124,500 plus the escrow fees for the acquisition of APN 475-272-054. *This alternative will result in delaying the construction of the Ironwood Avenue improvements.*

FISCAL IMPACT

Western Riverside Council of Governments (WRCOG), in establishing its TUMF program, identified Ironwood Avenue from Heacock Street to Perris Boulevard as part of the TUMF-roadway network. This network consists of regionally significant highways that support intercommunity trips in Western Riverside County, and are therefore eligible for improvements using TUMF reimbursement funds.

Funding for the proposed right-of-way acquisition is included in the Fiscal Year 2009/2010 budget, and TUMF provides a 68% reimbursement to the City's 32% matching funds. These TUMF funds were allocated by WRCOG for street improvements and associated right-of-way acquisition for the Ironwood Avenue Improvements project from Heacock Street to Perris Boulevard. There is no impact to the General Fund.

AVAILABLE PROJECT FUNDS:

Fiscal Year 2009/2010 TUMF Funds, Account No. 415.70227	\$3,106,000
Fiscal Year 2009/2010 DIF Funds, Account No. 416.78727.....	\$1,116,000
Fiscal Year 2009/2010 2005 Lease Revenue Bonds 501.82625.....	\$1,046,000
Total Available Funds	\$5,268,000

ESTIMATED RIGHT-OF-WAY RELATED EXPENDITURES

Southern California Edison Transmission Pole Relocation.....	\$1,542,000
ROW Acquisitions.....	\$786,000
Total ROW Related Expenditures.....	\$2,328,000

ANTICIPATED PROJECT SCHEDULE:

Complete Right-of-Way Acquisition	June 2010
Commencement of SCE Power Pole Relocation.....	July 2010

CITY COUNCIL GOALS**PUBLIC SAFETY:**

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

SUMMARY

The Ironwood Avenue improvement project will construct full street improvements on both sides of Ironwood Avenue from Heacock Street to Perris Boulevard. Attached is the Agreement for Conveyance of Property for APN 475-272-054. This acquisition is necessary to widen the road and construct the curb, gutter, and sidewalk improvements. When completed, these improvements will enhance the roadway capacity and safety.

ATTACHMENTS/EXHIBITS

Attachment "A" – Location Map (PAGE 317)

Attachment "B" – Agreement for Conveyance of Property, APN 475-272-054 (PAGES 319-327)

Prepared By:
Henry Ngo
Senior Engineer

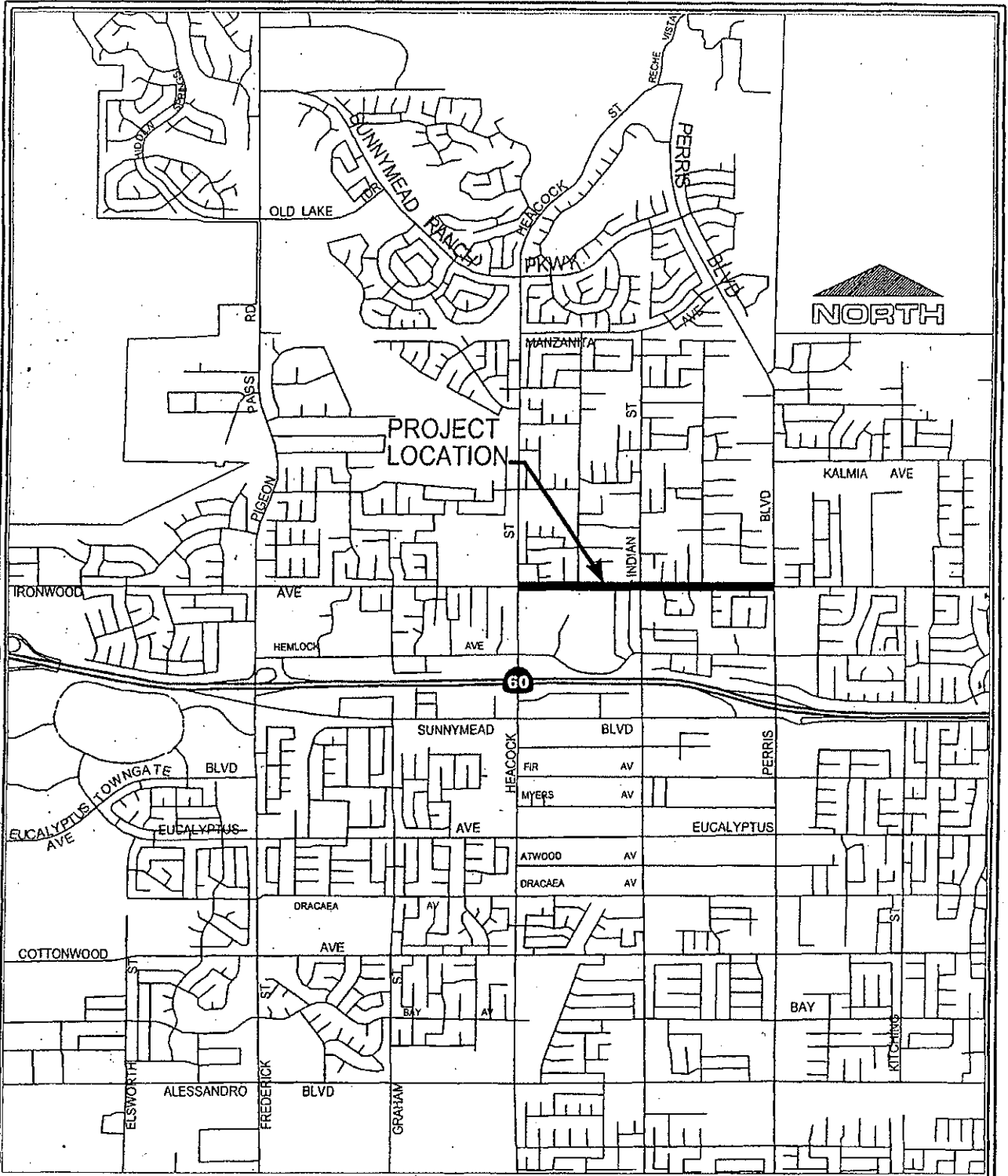
Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

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

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

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LOCATION MAP



Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

IRONWOOD AVENUE
HEACOCK STREET TO PERRIS BOULEVARD
PROJECT NUMBER 06-50182625

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AGREEMENT
FOR CONVEYANCE OF PROPERTY

THIS AGREEMENT is entered into by and between Betty C. Yost and Jack B. Swanson, as joint tenants ("Grantor"), and the CITY OF MORENO VALLEY, a municipal corporation ("Grantee").

RECITALS

A. Grantor owns certain real property located at 11987 Davis Street, Moreno Valley, California bearing Assessor Parcel No. 475-272-054 (the "Property").

B. Grantee desires to purchase the Property, and Grantor desires to sell and convey the Property as described in Exhibit "A", attached hereto.

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

AGREEMENT

The parties therefore agree as follows:

1. PURCHASE.

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

2. ESCROW.

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

2.1 PURCHASE PRICE.

The total purchase price for the Property shall be the lump sum of One Hundred and Twenty Four Thousand Five Hundred Dollars (\$124,500.00) which shall be paid by Grantee to Grantor through Escrow Holder in cash at Close of Escrow.

2.2 CLOSE OF ESCROW.

Escrow shall close on or before sixty (60) days following the execution of this Agreement (the "Close of Escrow"). If the Escrow is not in a condition to close by the Close of Escrow, any party who is not then in default may, in writing, demand the return of its/his/her money and/or documents. Thereupon, subject to the provisions in paragraph 3, all obligations and liabilities of the parties under this Agreement shall cease and terminate. If no such demand is made, Escrow shall be closed as soon as possible.

2.3 CONDITION OF TITLE TO THE PROPERTY.

Grantor shall convey title of the Property to Grantee as evidenced by a CLTA Standard Form Policy or Binder of Title Insurance ("Title Policy") issued by a title insurance company to be selected by Grantee in an amount equal to the purchase price. The Title Policy shall show as exceptions with respect to the Property only matters approved in writing by Grantee.

Any exceptions to title representing monetary liens or encumbrances are hereby disapproved by Grantee, and Escrow Holder is hereby authorized and instructed to cause the reconveyance, partial reconveyance, or subordination, as the case may be, of any such monetary exceptions to Grantee's title to the Property at or prior to the Close of Escrow.

2.4 ESCROW AND CLOSING COSTS.

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

2.5 INVESTIGATIONS.

Prior to the Close of Escrow, Grantee may, at its option, conduct, at Grantee's expense, any and all investigations, inspections, surveys, and tests of the Property including, without limitation, soils, groundwater, wells, percolation, geology, environmental, drainage, engineering and utilities investigations, inspections, surveys, and tests, which determines, in its sole discretion, are required to determine the suitability of the Property for Grantee's intended use thereof. If Grantee determines that the Property is not suitable for its intended use, Grantee may disapprove this item and terminate this Agreement as provided at Section 2.2 above. Grantors hereby grants to Grantee, and Grantee's employees, representatives, agents and independent contractors, a license to enter the Property for purposes of conducting such investigations, inspections, surveys, and tests. Grantee shall repair any damage to the Property resulting from such investigations, inspections, surveys, and tests conducted by Grantee or Grantee's employees, representatives, agents or independent contractors. Grantee's approval of any of such investigations, inspections, surveys, or tests shall not alter or diminish Grantors representations or warranties under this Agreement, and Grantors acknowledges and agrees that Grantee is relying upon Grantors' representations and warranties made herein, unless such representation or warranty is specifically waived in whole or in part by Grantors.

2.6 DEPOSIT OF FUNDS AND DOCUMENTS.

A. Prior to Close of Escrow, Grantee shall deposit into Escrow (i) all Escrow and Closing Costs as described above; (ii) the purchase price to be paid to Grantor through Escrow; and (iii) such other documentation as is necessary to close Escrow in conformance herewith.

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

2.7 GRANTEE'S CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

The Close of Escrow is subject to the following conditions:

(a) All representations and warranties of Grantor set forth in this Agreement shall be true and correct as of the Close of Escrow; and

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

2.8 GRANTOR'S CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

For the benefit of Grantor, the Close of Escrow shall be conditioned upon the timely performance by Grantee of all obligations required of Grantee by the terms of this Agreement.

3. REPRESENTATIONS AND WARRANTIES OF GRANTOR.

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

(a) Grantor holds title to an indefeasible estate in fee simple in the Property. Grantor is the sole owner of the Property and has good, absolute and marketable title to the Property and has full power and authority to own and sell and convey the Grant Deed to Grantee and to enter into and perform his/her/its obligations pursuant to this Agreement;

(b) The execution and delivery of this Agreement by Grantor, Grantor's performance hereunder, and the consummation of this transaction will not constitute a violation of any order or decree or result in the breach of any contract or agreement to which Grantor is at present a party, or by which Grantor is bound;

(c) Grantor will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden, encumber or otherwise affect the Property without the prior written consent of Grantee;

(d) To Grantor's knowledge, no litigation and no governmental, administrative or regulatory act or proceeding regarding the environmental, health and safety aspects of the Property is pending, proposed or threatened;

(e) According to Grantor's knowledge, the Property is not in violation of any federal, state or local statute, regulation or ordinance relating to industrial hygiene or to environmental conditions on, under or about the Property, including, but not limited to, soil and groundwater conditions underlying the Property which could affect the Property or its use, and neither Grantor nor any other person or predecessor in interest have used, generated, manufactured, stored or disposed of on, under or about the Property, or transported to or from the Property, any flammable materials, explosives, radioactive materials, hazardous or contaminated materials or substances, toxic or noxious materials, substances or related materials or substances

("Hazardous Materials"). For the purpose of this Section, Hazardous Materials shall include, without limitation, substances defined as "hazardous substances," "hazardous materials," "toxic substances," "hazardous wastes," "extremely hazardous wastes," or "restricted hazardous wastes," or stated to be known to cause cancer or reproductive toxicity, under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. sections 9601, et seq; the Hazardous Materials Transportation Act, 49 U.S.C. sections 1801, et seq; the Resource Conservation and Recovery Act, 42 U.S.C. sections 6901, et seq; the Federal Water Pollution Control Act, 33 U.S.C. sections 1317, et seq; sections 25115, 25117, 25122.7, 25140, 25249.5, 25249.8, 25281, 25316 or 25501 of the California Health & Safety Code; or any substances so defined or stated in any of the regulations adopted and publications promulgated pursuant to said laws as they may be amended from time to time. Standard building materials used in construction of the home shall be excluded from this representation;

(f) Grantor represents and warrants that during the period of Grantor's ownership of the Property, there have been no disposals, releases or threatened releases of hazardous substances on, from, or under the Property. Grantor further represents and warrants that Grantor has no knowledge of any disposal, release, or threatened release of hazardous substances, on, from, or under the Property which may have occurred prior to Grantor taking title to the Property; and

(g) Grantor has and shall have paid before Close of Escrow any and all current and past due taxes, assessments, penalties and interest levied and assessed against the Property. If not paid prior to Close of Escrow, Grantors hereby authorizes Escrow Holder to disburse to the taxing authority from funds otherwise due to Grantor an amount sufficient to discharge said taxes, assessments, penalties and interest. Grantor also covenants and agrees to keep current, year-by-year, all taxes, assessments, penalties and interest levied and assessed against the Grant Deed and the larger Property of which it is a part.

These representations and warranties shall survive the Close of Escrow.

4. REPRESENTATIONS AND WARRANTIES OF GRANTEE.

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

5. ACKNOWLEDGMENT OF FULL BENEFITS AND RELEASE.

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

B. This Agreement arose out of Grantee's efforts to acquire the Property through its municipal authority. The parties agree that this Agreement is a settlement of claims in order to avoid litigation and shall not in any manner be construed as an admission of the fair market value of the Property or of liability by any party to this Agreement. Grantor, on behalf of herself and her respective heirs, executors, administrators, successors and assigns, hereby fully release Grantee, its successors, agents, representatives, and assigns, and all other persons and associations, known or unknown, from all claims and causes of action by reason of any damage which has been sustained, or may be sustained, as a result of Grantee's efforts to acquire the Property or to construct works of improvement thereon, or any preliminary steps thereto, except as set forth in Section 5 above. Grantors further release and agree to hold Grantee harmless from any and all claims by reason of any leasehold interest in the Property.

C. Grantor hereby acknowledge that they have been advised by their attorney and is familiar with the provisions of California Civil Code section 1542, which provides as follows:

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

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

This acknowledgment and release shall survive the Close of Escrow.

6. REMEDIES

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

7. MISCELLANEOUS.

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

Grantor: Betty C. Yost
Jack B. Swanson
12449 Windsor Drive
Yucaipa, CA 92399

Grantee:

City of Moreno Valley
14177 Frederick Street
P. O. Box 88005
Moreno Valley, CA 92552-0805
Attn: Mike Green
Senior Real Property Agent

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

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

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

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

E. Inurement. This Agreement shall inure to the benefit of, and shall be binding upon, the assigns, successors in interest, personal representatives, estates, heirs and legatees of each of the parties hereto.

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

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

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

I. Confidentiality. Grantor will keep confidential the terms of this Agreement and refrain from disclosing or causing same to be disclosed to any person or entity not specifically released herein. In no event, however, shall Grantor be required to refrain from disclosing the

terms of this Agreement where: (i) she is legally required to do so, whether by statute, court order, process or otherwise; or (ii) disclosure is required or necessary to enforce any right, duty, obligation or release arising under the terms of this Agreement; or (iii) disclosure is required or necessary in order for Grantor, or any of her agents or employees, to maintain or compile her personal or business books or records; or (iv) disclosure is necessary or required in order for Grantor, or any of her agents or employees, to prepare and file income tax returns or any other forms required by any governmental, administrative or regulatory entities, boards or authorities.

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

K. No Merger. All representations, warranties, acknowledgments, releases, covenants and obligations contained in this Agreement shall survive delivery and recordation of the Grant Deed.

L. Ratification. This Agreement is subject to approval and ratification by the City Council of the City of Moreno Valley.

M. Broker. Grantor and Grantee each represent and warrant to the other that no broker, agent or finder has been engaged by it in connection with the transaction contemplated by this Agreement and that all negotiations relative to these instructions and this transaction have been carried out by such party directly with the other party without the intervention of any person in such a manner as to give rise to any valid claim against either of the parties for a broker's commission, finder's fee or other like payment. Each of the parties shall indemnify and defend the other party and hold it harmless from any and all loss, damage, liability or expense, including costs and reasonable attorneys' fees, which the other party may incur or sustain by reason of or in connection with any misrepresentation or breach of warranty by the indemnifying party with respect to the foregoing.

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

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

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

DATED: _____ Grantor:

Betty C. Yost

Jack B. Swanson

DATED: _____ Grantee:

CITY OF MORENO VALLEY

By: _____

Its: _____

Attest: _____
City Clerk

APPROVED AS TO FORM:

City Attorney

**EXHIBIT "A"
LEGAL DESCRIPTION
CITY OF MORENO VALLEY
OFFER OF DEDICATION**

THAT CERTAIN PARCEL OF LAND BEING A PORTION OF LOT 63 AS SHOWN ON THE MAP OF MORENO ACRES, FILED IN BOOK 11 OF MAPS, PAGE 53, RECORDS OF RIVERSIDE COUNTY, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE EAST HALF OF THE EAST HALF OF SAID LOT 63;

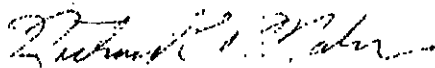
EXCEPTING THEREFROM THE NORTH 576.5 FEET THEREOF;

ALSO EXCEPTING THEREFROM THE LAND DESCRIBED IN A GRANT DEED RECORDED AS DOCUMENT NO. 1999-389425 ON AUGUST 30, 1999, OFFICIAL RECORDS OF SAID COUNTY.

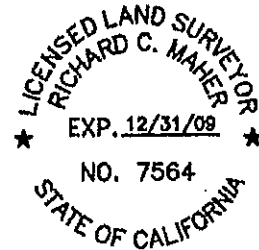
THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS 7,759 SQUARE FEET (0.1781 ACRES), MORE OR LESS.

ALL AS SHOWN ON EXHIBIT "B", ATTACHED HERETO AND MADE A PART THEREOF.

THIS REAL PROPERTY DESCRIPTION HAS BEEN PREPARED BY ME, OR UNDER MY DIRECTION, IN CONFORMANCE WITH THE PROFESSIONAL LAND SURVEYOR'S ACT.

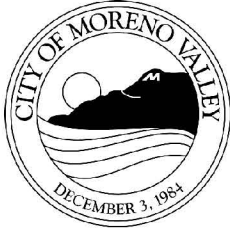


RICHARD C. MAHER, P.L.S. 7564 05/27/09 DATE
LICENSE EXPIRES 12-31-2009



MAY 27, 2009
PAGE 1 OF 1

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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

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

AGENDA DATE: May 25, 2010

TITLE: AUTHORIZATION TO AWARD THE CONSTRUCTION CONTRACT FOR THE 2010 PAVEMENT RESURFACING PROJECT
PROJECT NO. 10-12556330

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for the 2010 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder.
2. Authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto.
3. Authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of \$1,304,600.00 (bid amount \$1,186,000.00 plus 10% contingency of \$118,600.00) when the contract has been signed by all parties (Account Nos. 225.68722 and 226.79728).
4. Authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of \$118,600.00.

BACKGROUND

The State of California provides street maintenance funding to the City on a quarterly basis as part of the Traffic Congestion Relief Program (Proposition 42). These funds are typically utilized to rehabilitate streets under the Annual Pavement Resurfacing

Program (Account No. 225.68722) and are time sensitive in requirement for expenditure.

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

As part of the Fiscal Year 2009-2010 CIP Budget, the City Council approved the resurfacing of the four streets identified in this report. On February 23, 2010 the City Council approved the reprioritization of the selected streets and designated the remaining Proposition 1B monies to be expended on the resurfacing of these streets.

DISCUSSION

This project is part of the City's ongoing annual pavement resurfacing program. The purpose of the project is the reconstruction of areas of failed pavement and resurfacing of weathered streets to provide safe, smooth driving surfaces. The reconstruction effort will be performed by removal and reconstruction of portions of the street pavements. The resurfacing will entail placement of a rubberized asphalt concrete overlay on the existing street pavement. Preparation of the areas to be overlaid will include removing a uniform depth of the existing pavements by grinding (on Alessandro Boulevard) and the use of "Cold-in-Place-Recycling" of the existing pavement on the remaining streets. Pavement striping, markings and markers will be replaced after pavement repairs are complete.

The project will rejuvenate the existing pavement and the overlay process will enhance the drivability and appearance of the streets and protect the pavement against environmental effects, prolonging the service life of the pavement. Typically, this process will extend the pavement life of the streets by an additional 10 to 12 years. The four (4) street segments in the following priority order were selected for pavement resurfacing:

<u>STREET NAME</u>	<u>FROM</u>	<u>TO</u>
Alessandro Boulevard	Old 215	Elsworth Street
Old Lake Drive	Pigeon Pass Road	Sunnymead Ranch Parkway
Indian Street	Skyrock Drive	Manzanita Avenue
Kitching Street	Fir Avenue	Sunnymead Boulevard

Formal bidding procedures have been followed in conformance with the Public Contract Code (PCC) and the City Clerk opened bids at 10:00 a.m., April 6, 2010, for the subject project. Seven (7) bids were received, as follows:

1. Hardy & Harper, Inc.	\$1,186,000.00
2. R.J. Nobel Company.....	\$1,196,216.00
3. All American Asphalt.....	\$1,210,000.00
4. EBS, Inc.	\$1,227,494.00
5. PALP, Inc. DBA Excel Paving Company.....	\$1,292,608.00
6. Cooley Construction, Inc.	\$1,363,841.00
7. Vance Corporation	\$1,372,393.00
 Engineer's Estimate.....	 \$ 1,247,584.80

Staff has reviewed the bid by Hardy & Harper, Inc. and finds it to be the lowest responsible bidder in possession of a valid license and bid bond. No outstanding problems were identified through review of the references submitted by Hardy & Harper, Inc.

ALTERNATIVES

1. Award the construction contract for the 2010 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto, authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of \$1,304,600.00 (bid amount \$1,186,000.00 plus 10% contingency of \$118,600.00) when the contract has been signed by all parties (Account Nos. 225.68722 and 226.79728), authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of \$118,600.00. *This alternative will allow for much needed improvements.*

2. Do not award the construction contract for the 2010 Pavement Resurfacing Project to Hardy & Harper, Inc., 1312 East Warner Avenue, Santa Ana, CA 92705, the lowest responsible bidder, authorize the City Manager to execute a contract with Hardy & Harper, Inc. in the form attached hereto, do not authorize the issuance of a Purchase Order to Hardy & Harper, Inc. in the amount of \$1,304,600.00 (bid amount \$1,186,000.00 plus 10% contingency of \$118,600.00) when the contract has been signed by all parties (Account Nos. 225.68722 and 226.79728), do not authorize the Public Works Director/City Engineer to execute any subsequent change orders to the contract with Hardy & Harper, Inc., up to but not to exceed the Purchase Order contingency of \$118,600.00. *This alternative will delay the completion of needed improvements.*

FISCAL IMPACT

The construction phase of this project is included in Fiscal Year 2009-2010 Capital Improvements Project Budget and will be financed by Proposition 1B (Fund 226) and Proposition 42 (Fund 225). These funds are restricted to street rehabilitation or improvement. **There is no impact to the General Fund.**

BUDGETED FUNDS

Citywide Annual Pavement Resurfacing Program (Acct. No. 226.79728)	\$2,161,000
Citywide Annual Pavement Resurfacing Program (Acct. No. 225.68722)	<u>\$1,468,000</u>
Total 2009/2010 Budgeted Funds	\$3,629,000
Completed FY 2009/10 Pavement Resurfacing Project Costs	<u>(\$2,224,000)</u>
Remaining Funds Available	\$1,405,000

ESTIMATED CONSTRUCTION RELATED COSTS FOR PROPOSED PROJECT

Contractor Construction Costs (plus 10% contingency)	\$1,304,600
Construction Geotechnical Services	\$15,000
Construction Survey	\$35,000
Project Administration and Inspection (by City staff & consultants)	<u>\$50,000</u>
Total Estimated Project Related Costs	\$1,404,600

ANTICIPATED PROJECT SCHEDULE

Begin Construction	June, 2010
Complete Construction	September, 2010

CITY COUNCIL GOALS**PUBLIC SAFETY:**

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

SUMMARY

This project involves resurfacing four (4) selected street segments by removing and reconstructing areas of failed asphalt concrete pavement, and by placement of an asphalt concrete overlay on the existing pavement, which has been prepared to receive the overlay. This project will extend the life of the street pavements. The resurfacing

program is funded with Proposition 1B and Proposition 42 funds. The City Council is requested to approve the award of the construction contract to Hardy & Harper, Inc.

NOTIFICATION

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

ATTACHMENTS

Attachment "A" – Location Map (PAGE 335)

Attachment "B" – Agreement with Hardy & Harper, Inc. (PAGES 337-343)

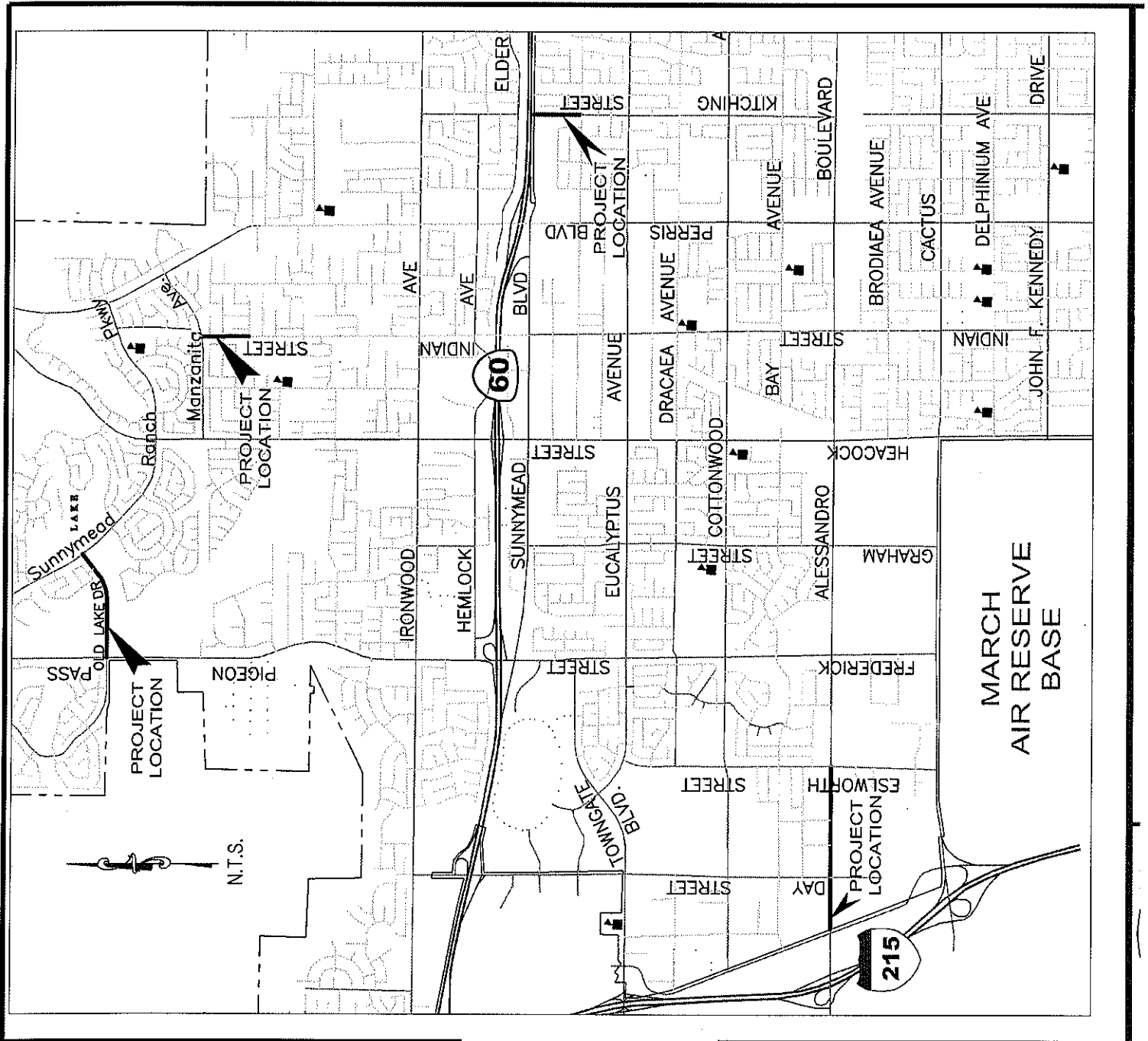
Prepared By:
 Bruce E. Blank, P.E., L.S.
 Consultant Project Manager

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

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

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

W:\CapProj\CapProj\PROJECTS\Bruce - 10-12556330 - Pavement Resurfacing Project\CC Reports\Staff Report - NOA Phase 3\Staff Report - Notice of Award (CC 05-11-10) (Phase 3).doc



ATTACHMENT "A"

2008-2009 PAYMENT RESURFACING PROJECT/ADOREY.EHX:12.00.DWG

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AGREEMENT

**PROJECT NO. 10-12556330
2010 PAVEMENT RESURFACING PROJECT
Pavement Rehabilitation
For
Alessandro Boulevard (from Old 215 to Elsworth Street)
Old Lake Drive (from Pigeon Pass Road to Sunnymead Ranch Parkway)
Indian Street (from Skyrock Drive to Manzanita Avenue)
Kitching Street (from Fir Avenue to Sunnymead Boulevard)**

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 **Hardy & Harper, 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** 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 Alternate Bid Item(s) in the sum total amount of **\$1,186,000.00**, subject to additions or reductions of the quantities of the various bid items at the unit prices bid, for furnishing all materials and for doing all the work contemplated and embraced under this Contract Agreement; for all loss or damages arising out of the nature of the work aforesaid, or from the action of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the work, until the work is accepted by the City Council; for all expenses incurred by or in consequence of the suspension or discontinuance of work; and for well and faithfully completing the work, the whole thereof, in the manner and in accordance with the Bid Documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to commence work pursuant to this Contract within fifteen (15)

Attachment "B"

**AGREEMENT
PROJECT NO. 10-12556330**

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 **sixty (60) working days** after said date in the "Notice to Proceed with Construction," except as adjusted by subsequent Contract Change Order(s).

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

It is, therefore, agreed that such damages shall be presumed to be in the amount of \$500.00 per calendar day, and that the Contractor will pay to the City, or City may retain from amounts otherwise payable to Contractor, said amount for each calendar day by which the Contractor fails to complete the work, including corrective items of work, under this Contract Agreement within the time hereinabove specified and as adjusted by Contract Change Order(s). The Contractor will not be assessed liquidated damages for delay(s) occasioned by the failure of the City or of the owner of a utility to provide for the removal or relocation of utility facilities.

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

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

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

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

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

**AGREEMENT
PROJECT NO. 10-12556330**

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 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

**AGREEMENT
PROJECT NO. 10-12556330**

compliance with the Plans and Specifications.

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

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

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

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

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

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

**AGREEMENT
PROJECT NO. 10-12556330**

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. 10-12556330**

CITY OF MORENO VALLEY,
Municipal Corporation

Hardy & Harper

BY: _____
City Manager

License No./
Classification: _____

Expiration Date: _____

DATE: _____

Federal I.D. No.: _____

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

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____
Date

PRINT NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____
Date

SIGNING INSTRUCTION TO THE CONTRACTOR:

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

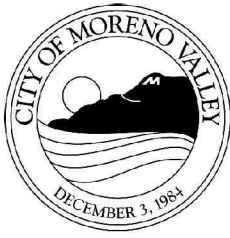
General Partners must sign on behalf of the partnership.

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.

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

Report to City Council

TO: Mayor and City Council

FROM: Kyle A. Kollar, Interim Community Development Director

AGENDA DATE: May 25, 2010 (continued from May 11, 2010)

TITLE: Resolution to join ICLEI as a full member and pledge to take a leadership role in promoting public awareness about the causes and impacts of climate change.

RECOMMENDED ACTION

Staff recommends that the City Council:

1. **Approve** Resolution No. 2010-30, thereby agreeing to join (ICLEI) Local Governments for Sustainability and pursue efforts to address goals and objectives of ICLEI. (Attachment 1)

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not applicable.

BACKGROUND

ICLEI-Local Governments for Sustainability (ICLEI) is a membership association of local governments committed to advancing climate protection and sustainable development. The organization also provides technical information on measuring and reducing greenhouse gases, including a model for organizational and community-wide greenhouse gas inventories. Locally, the cities of Riverside, Murrieta, Temecula, Lake Elsinore, and Palm Springs are members of ICLEI.

Membership in ICLEI would require the City to commit to five milestones to reduce both greenhouse gas and air pollution emissions throughout the community as follows:

- Conduct a greenhouse gas emissions inventory and forecast to determine the source and quantity of greenhouse gas emissions in the jurisdiction;
- Establish a greenhouse gas emissions reduction target;
- Develop an action plan with both existing and future actions which when implemented will meet the local greenhouse gas reduction target;
- Implement the action plan; and
- Monitor and report progress;

Local government actions taken to reduce greenhouse gas emissions and increase energy efficiency have provided multiple local benefits by decreasing air pollution, creating jobs, reducing energy expenditures and saving money for the local government, its businesses and its residents.

DISCUSSION

The City has adopted a number of energy and water saving initiatives that have and will continue to reduce the level of greenhouse gases that would otherwise be emitted in the City. Examples of City initiatives are alternative energy incentives offered by Moreno Valley Utilities, the recently adopted water wise landscape ordinance, the use of LED lighting in traffic signals and activities related to the City's membership in the Riverside County Clean Cities Coalition and Community Energy Partnership. The reduction in greenhouse gases is also greatly affected by State and Federal regulations related to building standards, truck diesel emission standards and passenger vehicle mileage standards, and incentives for alternative energy.

The City has received funding under the Federal Stimulus Package Energy Efficiency and Conservation Block Grant to undertake several projects and initiatives to reduce City organization and community-wide energy use and consequently greenhouse gas emissions, including an Energy Efficiency and Climate Action Strategy. One of the initiatives is to conduct a greenhouse gas emissions inventory and forecast to determine the source and quantity of greenhouse gas emissions in the jurisdiction. The five milestones required for ICLEI membership will be addressed by the Strategy.

The greenhouse gas emissions inventory and forecast work products are intended to provide the basis for a coordinated City effort to address resource efficiency for the City as an organization and the community as a whole.

ICLEI will provide the following support to City Staff:

- Regular notice of new publications and tools, grant opportunities, and progress being made by other Member jurisdictions
- ICLEI's key climate resources including the Milestones Guide, software access and technical trainings, data collection forms for conducting the emissions inventory, and other publications to assist with emissions reduction planning and related climate protection activities

- Invitations to ICLEI regional, national and international workshops and events
- Registration discounts and, when available, travel and lodging subsidies for ICLEI workshops and events
- Contact with US and international ICLEI Members and liaisons
- Resource recommendations outside of ICLEI
- Support in publicizing climate protection successes such as talking points and customizable press releases
- Ongoing technical assistance and support as the jurisdiction progresses in its work

The above-referenced activities will provide valuable information to assist in the preparation of the City's Energy Efficiency & Climate Action Strategy.

ALTERNATIVES

1. Approve the proposal as submitted.
2. Approve the proposal with modifications to address City Council concerns.
3. Deny the proposal.

FISCAL IMPACT

Membership dues are based on City population. The City of Moreno Valley falls within the 100,001 – 200,000 population category and membership dues are \$1,750. The membership fees will be paid from the Energy Efficiency and Conservation Block Grant program account (229.80512).

CITY COUNCIL GOALS

Not applicable.

SUMMARY

Membership in ICLEI will provide assistance in the preparation of the City's Energy Efficiency & Climate Action Strategy. The greenhouse gas emissions inventory and forecast will determine the source and quantity of greenhouse gas emissions in the City and are intended to provide the basis for a coordinated City effort to address resource

efficiency for the City as an organization and the community as a whole.

NOTIFICATION

Not applicable.

ATTACHMENTS/EXHIBITS

1. Resolution No. 2010-30(PG 349-352)

Prepared By:
Gabriel Diaz
Associate Planner

Department Head Approval:
Kyle A. Kollar
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. 2010-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, TO JOIN ICLEI AS A FULL MEMBER AND PLEDGE TO TAKE A LEADERSHIP ROLE IN PROMOTING PUBLIC AWARENESS ABOUT THE CAUSES AND IMPACTS OF CLIMATE CHANGE

WHEREAS, scientific consensus has developed that carbon dioxide (CO₂) and other greenhouse gases released into the atmosphere have a profound effect on the Earth's climate; and

WHEREAS, the 2007 Fourth Assessment Report from the Intergovernmental Panel on Climate Change (IPCC) states that it is very likely that most of the observed increases in globally averaged temperatures since the mid-20th century are due to human-induced greenhouse gas emissions; and

WHEREAS, in 2006 the U.S. National Climatic Data Center confirmed clear evidence of human influences on climate due to changes in greenhouse gases; and

WHEREAS, the U.S. Conference of Mayors endorsed the 2005 U.S. Mayors' Climate Protection Agreement initiated by Seattle Mayor Nickels and signed by more than 900 mayors in the United States as of March 2009; and

WHEREAS, the Urban Environmental Accords adopted by local government delegates during UN World Environment Day 2005 call for reduced emissions through energy efficiency, land use and transportation planning, waste reduction, and wiser energy management; and

WHEREAS, in 2003 the American Geophysical Union adopted a Statement noting that human activities are increasingly altering the Earth's climate and that natural influences cannot explain the rapid increase in near-surface temperatures observed during the second half of the 20th century; and

WHEREAS, in 2001, at the request of the Administration, the National Academy of Sciences (NAS) reviewed and declared global warming a real problem likely due to human activities; and

WHEREAS, the 2000 U.S. Global Change Research Program's (USGCRP) First National Assessment indicated that global warming has begun; and

WHEREAS, 162 countries including the United States pledged under the United Nations Framework Convention on Climate Change to reduce their greenhouse gas emissions; and

ATTACHMENT 1

WHEREAS, energy consumption, specifically the burning of fossil fuels, accounts for more than 80% of U.S. greenhouse gas emissions; and

WHEREAS, local government actions taken to reduce greenhouse gas emissions and increase energy efficiency provide multiple local benefits by decreasing air pollution, creating jobs, reducing energy expenditures, and saving money for the local government, its businesses, and its residents; and

WHEREAS, ICLEI – Local Governments for Sustainability is a membership association of local governments committed to advancing climate protection and sustainable development;

Section 1

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE TO JOIN ICLEI AS A FULL MEMBER AND PLEDGES TO TAKE A LEADERSHIP ROLE IN PROMOTING PUBLIC AWARENESS ABOUT THE CAUSES AND IMPACTS OF CLIMATE CHANGE.

Section 2

BE IT FURTHER RESOLVED THAT THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, HEREBY AGREES TO UNDERTAKE ICLEI'S FIVE MILESTONES TO REDUCE BOTH GREENHOUSE GAS AND AIR POLLUTION EMISSIONS THROUGHOUT THE COMMUNITY, AS FOLLOWS:

- Conduct a greenhouse gas emissions inventory and forecast to determine the source and quantity of greenhouse gas emissions in the jurisdiction;
- Establish a greenhouse gas emissions reduction target;
- Develop an action plan with both existing and future actions which when implemented will meet the local greenhouse gas reduction target;
- Implement the action plan; and
- Monitor and report progress; and

BE IT FURTHER RESOLVED that the City Council of the City of Moreno Valley HEREBY APPROVES Resolution No. 2010-_____ requesting assistance from ICLEI as it progresses through these milestones.

APPROVED AND ADOPTED this _____ day of _____, 2010.

Mayor

ATTEST:

City Clerk

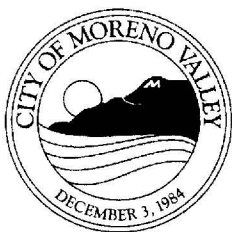
APPROVED AS TO FORM:

City Attorney

RESOLUTION JURAT

[Clerk's office will prepare]

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



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

Report to City Council

TO: Mayor and City Council

FROM: Robert L. Hansen, City Attorney

AGENDA DATE: May 25, 2010 (continued from May 11, 2010)

TITLE: Consideration and Approval of Settlement Agreement in ENCO Utility Services Moreno Valley, LLC v. City of Moreno Valley, Case No. RIC478023.

RECOMMENDED ACTION

Review and approve the attached Settlement Agreement in ENCO Utility Services Moreno Valley, LLC v. City of Moreno Valley, Case No. RIC478023 (Attachment 1), and authorize the Mayor to sign the agreement in behalf of the City.

ADVISORY BOARD/COMMISSION RECOMMENDATION

N/A

BACKGROUND

In 2003, the City entered into contracts with ENCO Utility Services Moreno Valley, LLC ("ENCO") to provide professional services to Moreno Valley, including designing, maintaining operating and constructing the Moreno Valley Electric Utility ("MVU"). City contends that during the negotiations preceding the agreements, ENCO prepared and presented detailed financial projections (the "2003 Pro Forma") to the City that contained factual errors and assumptions that were material to the terms of the agreements. ENCO denies these allegations and asserts that even if material errors were made in the 2003 Pro Forma, the City should have caught these errors through its consultants. Among the key assumptions supporting the 2003 Pro Forma were that: 1) the City would cease to incur certain charges under the Southern California Edison Wholesale Distribution Access Tariff ("WDAT") after the City built and energized a new electric substation in 2010 and; 2) the capital expenditures required for the first ten years of MVU's operation would be slightly under \$10 million, and would be almost

entirely related to the construction of the substation. In 2006, the City first became aware that both of these assumptions were wrong.

The City approached ENCO about these errors and requested a re-negotiation of the contracts. ENCO refused to re-negotiate the contracts, but did agree to a mediation, which occurred on August 14, 2007. After just a few hours of meaningless discussions, ENCO's attorneys left the mediation and filed a lawsuit against the City the same day. The City then filed its Answer to the Complaint and also filed and served its mandatory Cross-Complaint against ENCO seeking damages for ENCO's breach of the agreements as outlined above concerning the errors in the 2003 Pro Forma. For the past two and one-half years, the City has been required to incur attorney's fees and costs in defending against ENCO's lawsuit, and in pursuing the City's Cross-Complaint. Since the commencement of this action, the City has incurred approximately \$805,788 in legal fees and costs.

In its lawsuit, ENCO is seeking a judicial declaration that ENCO has not breached the agreements, and an injunction prohibiting the City from breaching the agreements in the future. ENCO also contends that the City owes it \$207,651.73 for services it provided in behalf of the City to developers, despite this claim not appearing in its lawsuit. Nevertheless, ENCO is unable to provide work order authorizations for this work as required by the agreements and the City denies any obligation to pay for work not authorized, as provided in the agreements.

A second mediation of these disputes was held before retired California Supreme Court Justice Edward Panelli on April 21, 2010. After six hours of "shuttle diplomacy" by Justice Panelli during which he assessed the relative strengths of each party's case, Justice Panelli recommended to ENCO that it drop its demand for payment of \$207,651.73 in engineering services and offer a settlement of \$1.25 million to the City. This settlement would include a two year extension of the contract, which ENCO will probably be entitled to under the contract anyway due to reduced electricity sales. ENCO agreed to these settlement terms and they are now before the City Council for consideration.

DISCUSSION

The agreements with ENCO limit ENCO's liability to the City for negligence to \$2 million. The City's attorneys estimate that it would cost the City an additional \$500,000.00 to prepare and try this case before a jury. There is no guarantee that the City will prevail in trial, or that an award of damages would be greater than the offered settlement amount. In addition, since this is a breach of contract action, attorney's fees and costs are only recoverable by the prevailing party if the agreements contain a provision providing for recovery. The agreements at issue herein do not contain such a provision. Consequently, attorney's fees and costs are not recoverable. Therefore, it is recommended that the City Council approve this settlement and authorize the Mayor to execute the settlement agreement to end this litigation.

The City Attorney has researched whether the settlement proceeds in this matter are restricted to the Enterprise Fund, or can be deposited into the General Fund. All attorney's fees and cost in defending and prosecuting this action have been paid for out of the Enterprise Fund. The City Attorney has not been able to determine that proceeds of this settlement are restricted to the Enterprise Fund. Therefore, the City Attorney recommends that the decision as to how to use these settlement proceeds be discussed with the City Manager through the budgetary process.

ALTERNATIVES

1. Approve the settlement agreement and authorize the Mayor to execute same in behalf of the City.
2. Not approve the settlement agreement and instruct the City Attorney to continue the litigation through trial and appeals, if necessary.

FISCAL IMPACT

If alternative 1 is adopted, the City would receive payment of \$1.25 million and would no longer incur legal fees in the continued litigation of this matter.

If alternative 2 is adopted, the City would incur an additional \$500,000.00 in ongoing attorney's fees and costs to prepare and try this matter before a jury. In addition, there would be additional fees and cost associated with any appeals after the trial.

CITY COUNCIL GOALS

Settlement of this litigation would preserve revenue by eliminating ongoing litigation costs and would infuse the City with \$1.25 million, in furtherance of the City Council's goal of Revenue Diversification and Preservation.

ATTACHMENTS/EXHIBITS

1. Proposed Settlement Agreement in ENCO Utility Services Moreno Valley, LLC v. City of Moreno Valley, Case No. RIC478023. (PG 357-364)

Prepared By:

Name Robert L. Hansen
Title City Attorney

Department Head Approval:

Name Robert L. Hansen
Title City Attorney

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

SETTLEMENT AGREEMENT AND MUTUAL GENERAL RELEASE OF CLAIMS

This Settlement Agreement and Mutual General Release of Claims (the "Agreement") made and effective April 21, 2010, is entered into by and between Plaintiff and Cross-Defendant ENCO Utility Services Moreno Valley, LLC ("ENCO") and Defendant and Cross-Complainant City of Moreno Valley ("the City").

WHEREAS, there is now pending in the California Superior Court, Riverside County, an action entitled ENCO Utility Services Moreno Valley, LLC v. City of Moreno Valley, Case No. RIC478023, in which ENCO asserts claims against the City for declaratory and injunctive relief and the City asserts cross-claims against ENCO for breaches of contract, breaches of fiduciary duty, rescission and declaratory relief (the "Litigation");

WHEREAS, on August 14, 2007, ENCO filed a claim for damages with the City pursuant to California Government Code Section 910, et seq. (the "Claim");

WHEREAS, the allegations in the Litigation and the Claim relate to the October 7, 2003 Professional Services Agreement ("PSA") between the City and ENCO;

WHEREAS, the parties desire to fully resolve disputes between them, including but not limited to all matters raised in, or which could have been raised in, the Litigation and the Claim;

NOW, THEREFORE, in consideration for the terms, conditions, covenants, representations, warranties, and promises contained in this Agreement, the parties agree as follows:

1. Within 15 business days of the execution of this Agreement by both parties, ENCO shall deliver a settlement payment in the sum of \$1,250,000 by wire transfer to counsel for the City.

2. The parties further agree that the Term of the PSA shall be extended two years to December 31, 2020. Other than the extension of the Term of the PSA, all other provisions of the PSA remain unchanged and in force.

3. Within 10 business days of the receipt of the settlement payment by the City, the parties, through their counsel, shall file and serve a Request for Dismissal with Prejudice of the Litigation, each side to bear its own attorneys' fees and costs. Within 10 business days of receipt of a signed and conformed copy of the dismissal as entered by the Court, ENCO shall provide a copy thereof to counsel for the City.

4. ENCO hereby unconditionally releases and forever discharges the City and each of its current and former related entities, predecessors, successors, assigns, elected officials, officers, directors, trustees, managers, administrators, agents, employees, representatives, attorneys, affiliates, and all persons acting by, under, through or in concert with any of them (to each of whose benefit this Agreement shall run), from any and all claims, demands, actions, causes of action, liabilities, judgments, liens, contracts, agreements, rights, debts, loans, suits, obligations, promises, acts, costs and expenses (including, but not limited to, attorneys' fees), damages and charges of whatsoever nature (hereinafter "claims"), whether known or unknown, suspected or unsuspected, fixed or contingent, which ENCO now has, claims to have, or at any time heretofore had or claimed to have against the City, as a result of things undertaken, done or omitted to be done at any time up to, and including, the execution hereof, arising from or related to the issues and matters raised in, or which could have been raised in, the Litigation and the Claim.

5. The City hereby unconditionally releases and forever discharges ENCO and each of its current and former related entities, predecessors, successors, assigns, equity holders,

members, officers, directors, trustees, managers, administrators, agents, employees, representatives, attorneys, affiliates, insurers and all persons acting by, under, through or in concert with any of them (to each of whose benefit this Agreement shall run), from any and all claims, demands, actions, causes of action, liabilities, judgments, liens, contracts, agreements, rights, debts, loans, suits, obligations, promises, acts, costs and expenses (including, but not limited to, attorneys' fees), damages and charges of whatsoever nature (hereinafter "claims"), whether known or unknown, suspected or unsuspected, fixed or contingent, which the City now has, claims to have, or at any time heretofore had or claimed to have against ENCO, as a result of things undertaken, done or omitted to be done at any time up to, and including, the execution hereof, arising from or related to the issues and matters raised in, or which could have been raised in, the Litigation and the Claim.

6. The parties hereby acknowledge that there is a risk that, subsequent to the execution of this Agreement, they may discover or incur claims which were unknown or unanticipated at the time this Agreement was executed, including, without limitation, unknown or unanticipated claims which arise from, are based upon or are related to the issues and matters raised in, or which could have been raised in, the Litigation or the Claim which, if known on the date this Agreement was executed, may have materially affected their decision to execute this Agreement. The parties each acknowledge that they are assuming the risk of such unanticipated claims and agree that this Agreement applies thereto. The parties expressly waive the benefits of Section 1542 of the California Civil Code, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

Effective upon execution of this Agreement, the parties waive and relinquish all rights and benefits which they have or may have under Section 1542 or the law of any other state or jurisdiction to the same or similar effect to the full extent that they may lawfully waive and relinquish all rights and benefits pertaining to the subject matter of this Agreement. The parties hereby acknowledge that the foregoing waiver of the provisions of Section 1542 of the California Civil Code was separately bargained for. Each of the parties understands and acknowledges the significance and consequences of this waiver of California Civil Code Section 1542 and confirms that it has either discussed or been given an opportunity to discuss such matters with counsel of that party's choice.

7. In entering into this Agreement, the parties represent that they have relied upon the legal advice of attorneys of their own choice; that the terms of this Agreement have been completely explained to them by their attorneys; and that they fully understand and voluntarily accept those terms. The parties further represent that they do not rely and have not relied upon any representation or statement made by any party or any other person with regard to the subject matter, basis or effect of this Agreement, other than the express provisions contained in this Agreement. Each Party acknowledges that the Agreement has been fully read, reviewed and understood by its authorized signatory and that each Party signs the same freely and voluntarily.

8. It is understood and agreed that this Agreement shall be binding upon and inure to the benefit of the parties and the related parties identified in paragraphs 3 and 4, above.

9. The parties warrant and represent that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or cause of action arising out of or related to the Litigation or the Claim, or any portions thereof or interest therein.

10. The parties, without further consideration, agree to execute and deliver additional documents and take such additional actions as may be necessary to consummate the subject matter of this Agreement.

11. No breach of any provision in this Agreement can be waived except by a writing executed by all of the parties to this Agreement. Waiver of any breach shall not be deemed to be a waiver of any other breach of the same or any other provisions hereof.

12. If any action, at law or in equity, including an action for declaratory relief, is brought to enforce, or interpret or for alleged breach of the provisions of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, in addition to any other relief to which it may be entitled.

13. The parties understand and agree that this Agreement is given in connection with the compromise of disputed claims and that the undersigned parties deny liability to each other. This Agreement shall never or for any purpose be considered as an admission of liability on the part of either of the parties.

14. Any notice required pursuant to this Agreement shall be addressed as follows:

For ENCO:

Charles J. Malaret, Esq.
Morgan, Lewis & Bockius LLP
300 South Grand Avenue, 22nd Floor
Los Angeles, California 90071

For the City:

Robert E. Darby, Esq.
Fulbright & Jaworski, L.L.P.
555 South Flower Street, Suite 4100
Los Angeles, California 90071

15. This Agreement is also subject to the following miscellaneous provisions:

(a) This Agreement shall be construed in accordance with, and all disputes hereunder shall be governed by, the laws of the State of California.

(b) Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining part, terms or provisions shall not be affected and the illegal or invalid part, term or provision shall be deemed not a part of this Agreement.

(c) This Agreement may be executed in one or more counterparts, but shall be interpreted and construed as if signed in one document.

(d) This Agreement constitutes the entire agreement between the parties and all other prior agreements, arrangements or understandings, oral or written, are merged into and superseded by the terms of this Agreement which may not be altered, amended, modified or otherwise changed except by a writing signed by the duly authorized representatives of the parties to this Agreement.

(e) This Agreement has been prepared based on the joint efforts of the parties. This Agreement is to be construed simply and fairly and not strictly for or against any of the parties. No provision in this Agreement is to be interpreted for or against either party because that party or its legal representative drafted such provision.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date and year set forth opposite their respective signatures below.

DATED: May 2, 2010

ENCO Utility Services Moreno Valley, LLC

By: 

Its: Director

DATED: May __, 2010

CITY OF MORENO VALLEY

By: _____

Its: _____

APPROVED AS TO FORM:

MORGAN, LEWIS & BOCKIUS LLP

By: 

Charles J. Malaret
Attorneys for ENCO Utility Services
Moreno Valley LLC

FULBRIGHT & JAWORSKI L.L.P.

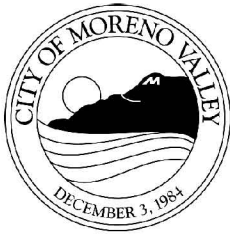
By: _____

Robert E. Darby
Attorneys for City of Moreno Valley

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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: Kyle A. Kollar, Interim Community Development Director

AGENDA DATE: May 25, 2010 (Continued from May 11, 2010)

TITLE: Revised resolutions for two applications to modify various conditions of approval (P09-038 and P09-039) for the approved Highland Fairview Corporate Park project Tentative Parcel Map No. 35629 (PA07-0090) and plot plan (PA07-0091) including the modification of Highway 60 landscape requirements, the timing and responsibility for an easement and construction of a required multi-use trail along the project frontage and future Eucalyptus Avenue and various Public Works conditions related to the dedication and improvement of public improvements. The project site is located adjacent to and south of Highway 60 along future Eucalyptus Avenue (Fir Avenue) between Redlands Boulevard and Theodore Street. The applicant is Highland Fairview Properties.

RECOMMENDED ACTION

The City Council shall:

1. **APPROVE** revised Resolution No. 2010-35 for various modifications (PA09-0038) to approved conditions of approval for PA07-0090 (Tentative Parcel Map No. 35629) for the placement of landscape within the future Highway 60/Caltrans right of way area, deferral of timing for multi-use trail improvements to Phase 3 and minor changes related to the dedication and construction of public improvements, with findings included within the resolution and modified conditions of approval attached as Exhibits A and B to the resolution;

2. **APPROVE** revised Resolution No. 2010-36 for various modifications (PA09-0039) to approved conditions of approval for PA07-0091 (Plot Plan) for the placement of a erosion control hydroseed landscape mix within the future Highway 60/Caltrans right of way area, deferral of timing for multi-use trail improvements to Phase 3 and minor changes related to the dedication and construction of public improvements, with findings included within the resolution and modified conditions of approval attached as Exhibits A and B to the resolution.

BACKGROUND

On May 11, 2010, a public hearing was conducted for various applicant requested modification to project conditions of approval for the Highland Fairview Corporate Park project to include the placement of landscape within the future Highway 60/Caltrans right of way area, timing and approach of a required General Plan multi-use trail on the north side of future Eucalyptus Avenue, and minor changes related to the dedication and construction of public improvements. At said meeting, the City Council directed staff to modify the resolutions to reflect Council direction on the three items.

ADVISORY BOARD RECOMMENDATIONS

Not applicable.

DISCUSSION

Staff suggested various options at the public hearing to address landscape within the Highway 60 right of way, timing and location of a required General Plan multi-use trail along the north side of future Eucalyptus Avenue and minor changes related to the dedication and construction of public improvements for the Highland Fairview Corporate Park project. The City Council approved several motions to allow a hydroseed wildflower mix for Highway 60 right of way, a full irrevocable offer of dedication for the multi-use trail easement on the tentative parcel map, with construction of the required trail on the north side of future Eucalyptus deferred until issuance of any certificate of occupancy permit for Phase 3, and minor conditions of approval related to the dedication and construction of public improvements. No fair share conditions of approval have been modified for this project, with the City Council directing that the existing citywide policy on this subject be discussed at a later date.

Staff has provided the two revised resolutions for Tentative Parcel Map No. 35629 (PA07-0090) and the plot plan (PA07-0091) as Attachment Nos. 1 and 2 to the staff report. Modified strikeout/underline and clean copy versions of the project conditions of approval have been included as Exhibits A and B of the resolutions.

ALTERNATIVES

1. Consider the proposed amendments to approved project conditions of approval within the revised resolutions, and approve all modified condition language as included in Exhibits A and B to the attached resolutions.

2. Consider the proposed amendments to approved project conditions of approval within the revised resolutions, and approve with amendments to the modified condition language as included in Exhibits A and B to the attached resolutions.

FISCAL IMPACT

Not applicable.

CITY COUNCIL GOALS

Not applicable.

NOTIFICATION

A public hearing was conducted for this project request on May 11, 2010. No further public notification is required to provide for review and approval of revised resolutions.

ATTACHMENTS

1. Modification of Conditions Resolution – Parcel Map, with attached modified conditions of approval included within Exhibits A and B (PAGES 369 – 398)
2. Modification of Conditions Resolution – Plot Plan, with attached modified conditions of approval, included within Exhibits A and B (PAGES 399 – 414)

Prepared By:
Mark Gross, AICP, Senior Planner

Department Head Approval:
Kyle A. Kollar, Interim CDD Director

Concurred By:
John C. Terell, AICP, Planning Official

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

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RESOLUTION NO. 2010-35

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA RECOMMENDING APPROVAL OF MODIFICATIONS OF VARIOUS CONDITIONS OF APPROVAL (P09-038) FOR PA07-0090 (TENTATIVE PARCEL MAP NO. 35629) GENERALLY LOCATED NORTH OF FUTURE EUCALYPTUS AVENUE (FIR AVENUE) ADJACENT TO AND SOUTH OF HIGHWAY 60 BETWEEN REDLANDS BOULEVARD AND THEODORE STREET

WHEREAS, the applicant, the Highland Fairview., had filed an application for Tentative Parcel Map No. 35629 consisting of three building phases and the subdivision of a 158 acre site (265.3 acres including offsite improvements and drainage), with a first phase (Parcel 1) of 1,820,000 square foot warehouse industrial building, a second phase (Parcels 2 and 4) to include a 600,000 square foot warehouse industrial building (Parcel 2) and an 80,000 square foot commercial/retail component (Parcel 4), and a third phase to include a 120,000 square foot retail/commercial component (Parcel 3). The project included four (4) separate buildable parcels and two primary parcels dedicated for freeway improvement purposes (thirteen parcels overall to include lettered lots for public access and dedication purposes.) The project site is located north of future Eucalyptus Avenue (Fir Avenue) adjacent to and south of Highway 60, between Redlands Boulevard and Theodore Street;

WHEREAS, on February 10, 2009, the City Council approved the applicant's request for the abovementioned project;

WHEREAS, also on February 10, 2009, a Project Environmental Impact Report (EIR) was certified by the City Council subject to the provisions of Section 15161 of the California Environmental Quality Act (CEQA) Guidelines. Based on a recent request by the applicant to modify conditions of approval related to Highway 60 landscape, timing and responsibility of a required General Plan multi-use trail and modification of various conditions of approval for the dedication and improvement of public improvements, staff has determined that the project is within the scope of the original project EIR, and a subsequent project EIR or addendum to the original environmental document would not be required (Section 15162 and 15164 of the CEQA Guidelines). The proposed modification of project conditions will not create any further physical changes to the site or environment.

ATTACHMENT 1

1

Resolution No.2010-____
Date Adopted: _____

WHEREAS, on February 8, 2010, the applicant submitted a revised request for various proposed modifications of conditions to the originally approved project by City Council;

WHEREAS, on May 11, 2010, the City Council reviewed and conducted a public hearing on the request. At said meeting, the Council directed staff to modify the resolution to include a hydroseed (erosion control) wildflower mix for Highway 60 right of way, a full irrevocable offer of dedication for the multi-use trail easement on the final map, with construction of the required trail on the north side of future Eucalyptus deferred until issuance of any certificate of occupancy permit for Phase 3 and minor conditions related to the dedication and construction of public improvements. No fair share conditions of approval have been modified for this project, with the City Council directing that the existing citywide policy on this subject be discussed at a later date.

WHEREAS on May 25, 2010, the City Council reviewed and approved a revised resolution for modification of project conditions to reflect the previous direction of Council on May 11, 2010.

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

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances; and

WHEREAS, pursuant to Government Code Section 66020(d)(1), **NOTICE IS HEREBY GIVEN** that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT FOUND, DETERMINED AND RESOLVED by the City Council of the City of Moreno Valley as follows:

- A. This City Council hereby specifically finds that all of the facts set forth above in this revised Resolution are true and correct.
- B. Based upon substantial evidence presented to this City Council during the above-referenced meetings on May 11, 2010 and May 25, 2010, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:
 - 1. Conformance with General Plan Policies – The proposed modification of original project conditions of approval is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: Tentative Parcel Map No. 35629 was approved on February 10, 2009 to subdivide a 158-acre site into four (4) separate buildable parcels and two primary parcels dedicated for freeway improvement purposes (thirteen parcels overall to include lettered lots for public access and dedication purposes.) for industrial and commercial/retail development. The map was consistent with a proposed General Plan amendment to eliminate a General Plan designated multi-use trail (Sinclair extension) through the center of the property, move and extend the proposed General Plan trail along future Eucalyptus Avenue (Fir Avenue) from the south side of the street to the north side of the street from Quincy Street to Theodore Street, modify the General Plan circulation plan to change the designation of future Eucalyptus Avenue (Fir), from an arterial to a divided arterial, and the adjustment of small portions of the land between proposed Parcels 2 and 3.

The proposed modification of conditions for an interim landscape pallet to allow an erosion control hydroseed mix until such time as the parcels are transferred to the City or Caltrans, deferral of trail improvements until Phase 3 of the project and minor modification of various Public Works conditions of approval for dedication and improvement of public improvements are consistent with General Plan policies.

- 2. The modified project conditions of approval for the approved land division are physically suitable for the type of development and proposed density of development.

FACT: The proposed subdivision was designed in accordance with the City Zoning Ordinance and the State Subdivision Map Act and complied with the Specific Plan and Map Act in that all lots meet the minimum buildable size, all lots upon which development will take place will provide access to and from dedicated public streets and all lots conform to development standards within the Municipal Code. All proposed modification of approved project conditions would not change the approved land division.

- 3. Health, Safety and Welfare – The proposed modification of original project conditions of approval will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: An Environmental Impact report (EIR), findings and a Statement of Overriding Considerations were originally approved and certified for the project. A Mitigation Monitoring Program was also adopted, which ensured the completion of required mitigation measures for the project.

The proposed modification of conditions for modification of Highway 60 landscape to include a hydroseed mix, timing of construction of a required multi-use trail and other modifications to various Land Development conditions of approval for dedication and improvement of public improvements is consistent and within the scope of the previous certified project Environmental Impact Report (EIR).

The proposed modification of project conditions would also not be detrimental to the public health safety or welfare or materially injurious to properties or improvements in the vicinity.

- 4. The proposed modification of conditions for the originally approved project will not conflict with easements, acquired by the public at large, for access through, or use of, property within the proposed land division.

FACT: The City Engineer originally placed conditions of approval for Tentative Parcel Map No. 35629 regarding various project improvements, while proposed project modification of conditions would not conflict with any easements.

- 5. The proposed modification of conditions for the originally approved project is not likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat or cause serious health problems.

FACT: Pursuant to the California Environmental Quality Act (CEQA) guidelines, an Environmental Impact Report (EIR) was certified for the original Highland Fairview Corporate project while findings and a Statement of Overriding Considerations was also approved for said project. A Mitigation Monitoring Program was also approved, which had and will ensure the completion of required mitigation measures for the project.

The proposed modification of conditions for an interim landscape pallet to include an erosion control hydroseed mix, timing of required construction of a multi-use trail and modification to various Land Development conditions of approval for dedication and improvement of public improvements is consistent with the original EIR. The proposed modification of project conditions would not be detrimental to the public health safety or welfare or cause environmental damage or substantially and unavoidably injure fish or wildlife or their habitat or cause serious health problems and are within the scope of the previous certified project Environmental Impact Report.

- 6. The effect of the proposed housing needs of the region were considered and balanced against the public service needs of the residents of Moreno Valley and available fiscal and environmental resources.

FACT: The originally approved map met the intent of the General Plan with the approved general plan amendment (PA08-0089). The map approval provided for a variety of industrial and commercial/retail land uses, supporting the economic base of the City. Proximity to existing residential and commercial land use allows for contiguous development and infrastructure. The proposed modification of project conditions will not exceed the planned density or the associated public service demand as envisioned by the Moreno Valley General Plan and will not exceed a threshold, which would create potential significant impacts to fiscal resources.

- 7. The proposed modification of conditions for the originally approved project design and subdivision provides, to the extent feasible, for future passive or natural heating and cooling opportunities in the subdivision.

FACT: The proposed modification of project conditions of approval will not affect size, configuration and orientation of the lots in this land division and will allow solar access for passive heating and opportunities for placement of shade trees and other vegetation for cooling.

- 8. The proposed modification to original project conditions of approval conforms to any applicable provisions of the City's redevelopment plan.

FACT: The proposed project site is not located in a redevelopment area.

C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. **FEES**

Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions for the original project. These fees may include but are not limited to: Development impact fee, Stephens Kangaroo Habitat Conservation fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP), Mitigation Fee Underground Utilities in lieu Fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. **DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS**

The approved Conditions of Approval for PA07-0090, and the modification of conditions under P09-039 (Modification of conditions) incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will

bar any subsequent legal action to attack, review, set aside, void or annul imposition.

Your right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which you have been given a notice similar to this nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council **HEREBY APPROVES** Resolution No. 2010-_____, **APPROVING** P09-038 for the modification of various project conditions of approval for the originally approved project tentative map PA07-0090 (Tentative Tract Map No. 35629) consisting of a 158 acre site into four (4) separate buildable parcels and two primary parcels dedicated for freeway improvement purposes for warehouse industrial, retail, and freeway dedication purposes, while the proposed condition modifications are consistent and within the scope of the previous certified project Environmental Impact Report, subject to the attached modified conditions of approval included as Exhibits A (Strikeout/Underlined) and B (Clean Copy) to this resolution.

APPROVED AND ADOPTED this _____ day of _____, 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.]

Exhibit A

P09-038

Modification of Conditions of Approval for PA07-0090 Tentative Tract Map No. 35629-(Strikeout/Underline Version)

Land Development Division modified conditions of approval

Phase 1 – Development Associated with Parcel 1 of PM 35629

- LD68. (MA) Prior to parcel map approval, the map shall show the appropriate right-of-way to be dedicated as well as all existing and proposed easements.
- a. The map shall show a right-of-way dedication on Eucalyptus Avenue to secure a full width right-of-way distance of 110' for a Divided Arterial, City Standard 103A, modified to accommodate enhanced 12-foot wide landscape areas within the street parkway. Additional right-of-way shall be dedicated at the intersection of Eucalyptus Avenue and Redlands Boulevard to accommodate southbound dual left turn lanes and a dedicated northbound right-turn lane as well as at the intersection of Eucalyptus Avenue and Theodore Street to accommodate dual left turn lanes.
 - b. The map shall show ~~a minimum 20-foot wide~~ an 11-foot multi-use trail easement and a 6-foot pedestrian access easement separated by 3 feet of landscaping along the north side of Eucalyptus Avenue directly behind and adjacent to the proposed right-of-way. An irrevocable offer of dedication for an 11-foot multi-use trail easement shall be made by the owner on the map with the City's acceptance subject to completion of improvements.
 - c. The map shall show 37-foot wide open space parcels, Parcels A through E as shown on the tentative parcel map, along the north side of Eucalyptus Avenue directly behind and adjacent to the proposed right-of-way. The proposed multi-use trail easement and pedestrian access easement is to be located within the 37-foot wide open space parcels. The City will not maintain landscaping located within said 37-foot wide open space parcels including that located between the multi-use trail and sidewalk. The City will maintain the multi-use trail and sidewalk upon completion and acceptance of all improvements, with the exception of the landscaping as aforementioned, with the concurrence of the Parks and Community Services Department.
 - d. The map shall show an additional ~~10-foot~~ varying width street right-of-way dedication on the east side of Redlands Boulevard along the

map west boundary to secure a centerline to east right-of-way distance of 70 feet for a Divided Arterial, City Standard 103A, modified to accommodate curb-separated sidewalk as well as additional lanes required at the Eucalyptus Avenue intersection.

- e. The map shall show an 2-foot wide pedestrian access easement directly adjacent to the Redlands Boulevard proposed east right-of-way for that portion of sidewalk to be constructed beyond the street right-of-way and an 180-foot wide bike trail and pedestrian access easement located 4 feet east of (behind) the proposed sidewalk. from the directly behind and adjacent to the proposed Redlands Boulevard east right-of-way. The 4-foot landscape area between the two easements will be maintained by the developer or his successors.
- f. The map shall show an additional 31-foot street right-of-way dedication on the west side of Theodore Street along the map east boundary to secure a centerline to west right-of-way distance of 61 feet for a Minor Arterial, City Standard 105A, modified to accommodate curb-separated sidewalk as well as additional lanes required at the Eucalyptus Avenue intersection.
- g. The map shall show a 2-foot wide pedestrian access easement for that portion of sidewalk to be constructed beyond the Theodore Street proposed right-of-way for that portion of sidewalk to be constructed beyond the street right-of-way and an 181-foot wide multi-use bike trail and pedestrian access easement located 3 feet west of (behind) the 2-foot pedestrian access easement, directly behind and adjacent to the proposed Theodore Street west right-of-way. The 3-foot landscape area between the two easements will be maintained by the developer or his successors.
- h. The map shall show a varying width lettered parcel, shown as Parcel G on the tentative parcel map, for highway and road purposes.
- i. The map shall show a 4-foot pedestrian right-of-way dedication behind the driveway approach at any project entrance with a width up to 40 feet to be constructed per City Standard 118C.
- j. The map shall show additional right-of-way at intersections to accommodate additional turning movements required by the Transportation Division, in conformance with the final traffic report.
- k. The map shall demonstrate, to the satisfaction of the City Engineer, adequate right-of-way is being dedicated at the eastbound off-ramp at Theodore Street and the eastbound on-ramp at Redlands Boulevard to cover its ultimate alignment, consistent with the final traffic report and Caltrans standards.
- l. The map shall show additional right-of-way at corner cutbacks per City Standard 208.

LD70. (MA) Prior to parcel map approval, the Developer shall guarantee the construction of all improvements for all phases of development by entering into a public improvement agreement and posting security. The improvements required during each phase of development are described under that phase heading. The developer is required to complete those improvements listed under each phase by the occupancy of the first building of each phase, or as otherwise determined by the City Engineer. The improvements for Phase 1 are described below and shall be completed prior to occupancy of the building for Phase 1, or as otherwise determined by the City Engineer.

- a. Eucalyptus Avenue, Divided Arterial, City Standard 103A (110' RW / 86' CC) modified to accommodate enhanced 12-foot wide landscape areas within the street parkway. The full 110-foot right-of-way dedication shall occur as part of Phase 1. The following shall be constructed with the development of Phase 1.**
 - i. Street improvements to half-width, including the full-width median, plus an additional 18 feet south of the street median curb from the proposed interim cul-de-sac to Theodore Street. Improvements shall consist of, but not be limited to, pavement, base, redwood header, raised landscape median, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities, including sewer and water main line construction, reclaimed water line construction, and electrical utility lines.**
 - ii. A minimum 24-foot wide emergency access, paved to City Standard 108E, or better, from Redlands Boulevard to just west of the west property line of Parcel 2 of PM 35629. The emergency access road shall be constructed on the north side of Eucalyptus Avenue with a cross fall to one side at 2%.**
 - iii. An interim cul-de-sac, if needed, to allow for truck turn-around movements located just west of the west property line of Parcel 2 of PM 35629. Full 86-foot curb-to-curb paved width in lieu of a cul-de-sac may suffice, as approved by the City Engineer.**
 - iv. Intersection improvements at Eucalyptus Avenue and Theodore Street to allow for truck turning movements required in the Traffic Study for Phase 1 of the project.**

- v. Relocation of an existing water line that runs along the north map boundary adjacent to the SR-60 existing right-of-way to within Eucalyptus Avenue.
 - vi. A 6-foot wide curb-separated sidewalk to be located directly behind the 12-foot wide parkway landscape area adjacent to and outside of the street right-of-way.
 - ~~vii. A 4-foot wide landscape area adjacent to and behind the curb-separated sidewalk.~~
 - ~~viii. A 10-foot wide multi-use trail adjacent to and behind the 4-foot wide landscape area mentioned above. The multi-use trail area shall be designed, graded and constructed with the project, including the actual multi-use trail, and shall be consistent with the adjacent land. The developer shall provide the necessary easement for the trail and pedestrian sidewalk consistent with the conditions of approval from the Parks and Community Services Department and Land Development Condition LD68(c). The City will maintain the multi-use trail and sidewalk upon completion and acceptance of all improvements, with the exception of the landscaping per LD68(c).~~
 - ix. A 137-foot wide landscape area adjacent to and behind the 10-foot trail. All improvements and landscaping beyond the street right-of-way shall be located within a 37-foot wide open space area designated as lettered Parcels A through E, as shown on the tentative parcel map, along the north side of Eucalyptus Avenue. ~~The 6-foot wide sidewalk, the 10-foot trail, and the 4-foot landscape area between the sidewalk and trail, shall be within a proposed minimum 20-foot wide multi-use trail and pedestrian access easement. The easement may be dedicated over the entire open space parcel width (37 feet) of Parcels A through E, as approved by the City Engineer. The City will not maintain landscaping located within said 37-foot wide open space parcels.~~
- b. Theodore Street, Minor Arterial, City Standard 105A (131' RW / 107' CC Modified) to accommodate additional lanes required for vehicular turning movements per the project's approved Traffic Study. An additional 31-foot right-of-way dedication on the west side of the street, along the map's east property line, shall be shown on the parcel map. Phase 1 limits of improvements consist of the following improvements:
- i. Intersection improvements at Eucalyptus Avenue to allow for truck turning movements required in the project's approved Traffic Study for Phase 1 of the project.

- ii. 30-foot wide paved access which meets current City standards or as otherwise approved by the City Engineer, from Eucalyptus Avenue to the SR-60 overpass. Improvements shall consist of, but not be limited to, pavement, base, asphalt concrete berm, any necessary offsite improvement transition/joins to existing.
- c. Additional pavement for Theodore Street interchange on-and off-ramps as may be required to accommodate truck traffic turning movements in accordance with the Final Traffic Report and Transportation Division approval.
- d. Project entrances up to 40-foot wide shall be constructed per City Standard No. 118C. The parcel map shall show an additional 4-foot right-of-way dedication behind driveway approaches. No decorative pavers shall be placed within the public right-of-way. Any entrance greater than 40 feet in width shall be designed as a street intersection.
- e. Restoration of pavement per City trench standards resulting from bringing water line and sewer service lines to the project.
- f. Pavement core samples of existing pavement on Theodore Street may be taken and findings submitted to the City for review and consideration of using an existing structural section of a lesser thickness of pavement improvements. The City will determine the adequacy of the existing pavement structural section. If the existing pavement section is found to be adequate, then a lesser thickness than that specified above for street pavement improvements may be allowed, as approved by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall construct the streets to the limits as listed above.

Phase 2 – Development Associated with Parcels 2 and 4 of PM 35629

LD90. (CO) Theodore Street improvements shall be coordinated with the City’s Capital Project Theodore/SR60 Interchange Project. Interim improvements shall be at the discretion of the City Engineer and shall be constructed prior to the occupancy of any building in Phase 2. The project design shall accommodate the future ultimate improvements on Theodore Street which include half-width plus an additional 30 feet east of the centerline, along Parcel 4 of PM 35629 east frontage. Future ultimate improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, dry and wet utilities. ~~In addition, the following improvements shall be provided within the 20-foot wide open space Parcel F shown on the tentative parcel map: a 2-foot wide portion of sidewalk located outside of the proposed sidewalk, a 4 3-foot wide landscaped area behind sidewalk, a 10-foot wide bike trail (within an 11-~~

~~foot multi-use trail easement) behind the 4 3-foot wide landscaped area, and a 2 4-foot wide flat landscape area.~~ Ultimate improvements shall be coordinated with the City's Capital Project Theodore Street/SR-60 Interchange Project and/or interim improvements shall be at the discretion of the City Engineer.

- LD91. (CO) Prior to occupancy of any building in Phase 2, ultimate, full-width, street improvements shall be constructed on Eucalyptus Avenue along project frontage, connecting to those improvements constructed in Phase 1. Improvements shall consist of, but not be limited to, pavement, base, raised landscape median, trail, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, dry and wet utilities. ~~In addition, the following improvements shall be constructed within a minimum 20-foot wide multi-use trail and pedestrian access easement: a 6-foot wide sidewalk directly behind the proposed right-of-way, followed by a 4-foot wide landscaped area behind sidewalk, and then a 10-foot wide multi-use trail.~~

Phase 3 – Development Associated with Parcel 3 of PM 35629

- LD93. (CO) Redlands Boulevard improvements shall be coordinated with the City's Capital Project Redlands Boulevard/SR60 Interchange Project. Interim improvements shall be at the discretion of the City Engineer and shall be constructed prior to the occupancy of any building in Phase 3. The project design shall accommodate the future ultimate improvements on Redlands Boulevard Divided Arterial, City Standard 103A (131' RW / 107' CC Modified) to half-width plus an additional 21 feet west of the centerline, along the entire project's east frontage. Future ultimate improvements shall consist of, but not be limited to, pavement, base, redwood header, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities. In addition, the following improvements shall be provided ~~within an 18-foot wide bike trail and pedestrian access easement:~~ a 2-foot wide portion of sidewalk located outside of the proposed sidewalk right-of-way, a 4-foot wide landscaped area behind sidewalk, a 10-foot wide bike trail behind the 4-foot wide landscaped area, and a 2-foot wide flat landscape area. In addition, intersection improvements at Eucalyptus Avenue shall be made to allow for truck turning movements required in the project's approved Traffic Study for Phase 1 of the project. Additional improvements will be identified within the supplemental traffic study required for Phases 2 and 3 planning application development plans. Ultimate improvements shall be coordinated with the City's Capital Project Theodore Street/SR-60 Interchange Project and/or interim improvements shall be at the discretion of the City Engineer.

LD94. (CO) Eucalyptus Avenue multi-use trail improvements along the north side of Eucalyptus Avenue, from Redlands Boulevard to Theodore Street, shall include the following:

- a. A 3-foot wide landscape area adjacent to and behind the curb-separated sidewalk located within Parcels A through E as shown on the tentative parcel map.
- b. A 10-foot wide multi-use trail (within an 11-foot multi-use trail easement to be dedicated as an irrevocable offer of dedication on the final parcel map) adjacent to and behind the 3-foot wide landscape area mentioned above. The multi-use trail area shall be designed, graded and constructed with the project, including the actual multi-use trail, and shall be consistent with the adjacent land. The developer shall provide the necessary easement for the trail and pedestrian sidewalk consistent with the conditions of approval from the Parks and Community Services Department and Land Development Condition LD68(c). The City will maintain the multi-use trail and sidewalk upon completion and acceptance of all improvements, with the exception of the landscaping per LD68(c).

LD95. (CO) Theodore Street multi-use trail improvements along the west side of Theodore Street, from Eucalyptus Avenue to the SR-60/Theodore Street Interchange Eastbound Off-Ramp, shall include the following:

- a. A 3-foot wide landscape area adjacent to and behind the curb-separated sidewalk located within Parcel F as shown on the tentative parcel map.
- b. A 10-foot wide multi-use trail (within an 11-foot multi-use trail easement to be dedicated as an irrevocable offer of dedication on the final parcel map) adjacent to and behind the 3-foot wide landscape area mentioned above. The multi-use trail area shall be designed, graded and constructed with the project, including the actual multi-use trail, and shall be consistent with the adjacent land. The developer shall provide the necessary easement for the trail and pedestrian sidewalk consistent with the conditions of approval from the Parks and Community Services Department and Land Development Condition LD68(c). The City will maintain the multi-use trail and sidewalk upon completion and acceptance of all improvements, with the exception of the landscaping per LD68(c).

Planning Division modified conditions of approval

P14. Prior to the approval of any precise grading permits, the developer shall submit final landscape and irrigation plans within State Route 60 right-of-way adjacent to the project site consistent with the State Highway 60 Corridor Design Manual. The plans shall be submitted to the Planning Division for review and approval (MC.14.100) written documentation and a planting coverage map/plan to the Planning and Land Development Divisions for all parcels identified as future State Highway 60 right-of-way as well as specifications for an erosion control/wildflower hydroseed mixture appropriate to the site's climate zones and soils to be applied at a time and in a manner that optimizes germination and coverage of the parcels consistent with the erosion control requirements for the site. Said landscape shall be maintained free of weeds and overgrowth by the developer or successor in interest until such time as the parcels are transferred to the City or Caltrans.

Parks and Community Services District modified conditions of approval

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Parks and Community Services Department Conditions of Approval for project **PA07-0091 (Plot Plan)**. This project shall be completed at no cost to any Government Agency. All questions regarding Parks and Community Services Department Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Parks and Community Services Department 951.413.3280. The applicant is fully responsible for communicating with the Parks and Community Services Department project manager regarding the conditions.

A multi-use trail and Class-I bikeway shall be designated for TPM 35629.

As approved on TPM 35629, a multi-use trail within an ~~approximate 10' - 11'~~ wide easement to the Community Services District (CSD) shall be located along the west side of Theodore Street, within the project. The construction of the multi-use trail on Theodore Street along the frontage of the property shall be completed with the future widening of said Street. The developer shall make financial arrangements with the City to fund the multi-use trail construction prior to the issuance of any Certificate of Occupancy on Parcel 1. The easement shall be dedicated as an irrevocable offer of dedication on the final parcel map. Development and CSD acceptance of the multi-use trail occur prior to the issuance of the certificate of occupancy for any structures in Phase 3. An in-lieu fee or acceptable financial arrangement will be provided to the City in an amount equal to the cost of constructing the improvements, plus contingency, prior to approval of the final parcel map. A Public Improvements Agreement (PIA), defining these obligations, shall be in-place prior to final map approval. Should the multi-use trail be subsequently eliminated from the City's General Plan, the developer shall have no further obligation to construct the multi-use trail, the trail easement would be removed from the property and the security issued will be returned to the developer. The Final

Map and Grading Plans shall show each segment as well as the overall multi-use trail plan. The CSD will maintain the multi-use trail upon completion and acceptance of the improvements.

As approved on TPM 35629, a 10' multi-use trail within an ~~approximate 10' - 11'~~ wide easement to the Community Services District (CSD) shall be located along the north side of Eucalyptus Street (currently Fir Avenue), ~~within the development from Redlands Boulevard to Theodore Street. The easement shall be dedicated as an irrevocable offer of dedication on the final parcel map. Development of multi-use trail segments shall occur when Eucalyptus Street is constructed connecting Redlands Boulevard and Theodore Street or at the discretion of the Parks and Community Services Director. Development and CSD acceptance of the multi-use trail occur prior to the issuance of the certificate of occupancy for any structures in Phase 3.~~ an An in-lieu fee or acceptable financial arrangement will be provided to the City in an amount equal to the cost of constructing the improvements, prior to approval of the final parcel map. A Public Improvement Agreement (PIA), defining these obligations, shall be in-place prior to final map approval. Should the multi-use trail be subsequently eliminated from the City's General Plan, the developer shall have no further obligation to construct the multi-use trail, the trail easement would be removed from the property and the security issued or fee imposed will be returned to the developer. The Final Map and Grading Plans shall show each segment as well as the overall multi-use trail plan. ~~The developer shall make financial arrangements with the City to fund the multi-use trail construction for the segment along the frontage of Parcel 1 prior to the issuance of any Certificate of Occupancy on Parcel 1. Each multi-use trail segment will follow the same requirement for the remaining parcels. The CSD will maintain the multi-use trail upon completion and acceptance of the improvements.~~

As approved on TPM 35629, a Class-I bikeway shall be provided on the east side of Redlands Boulevard. The bikeway shall be constructed with the future reconstruction of the Redlands Boulevard/State Route 60 Interchange. Prior to recordation of the Final Map, the developer shall make financial arrangements with the City to fund the bikeway construction.

Per endorsement of the Trails Board on July 23, 2008, the trail was eliminated from Sinclair Street (north of Eucalyptus Ave. to S.R. 60), and the trail along Eucalyptus Ave. (previously Fir Ave.) was relocated to the north side of the street. With the elimination of the Sinclair Street trail, additional trail was located along the north side of Eucalyptus Ave., between Sinclair Street and Theodore Street. Therefore, the trail on the north side of Eucalyptus Ave. shall now be located from Redlands Blvd. to Theodore Street. A General Plan Amendment (GPA) and modification of the Master Plan of Trails will be required to show modified trail alignments. The Eucalyptus Ave trail shall be dedicated as an easement to the CSD from the industrial project. The Eucalyptus Ave. trail easement segment shall be approximately 11' in width. The planter behind the trail may exceed 3' in width.

PA07-0091
Parks and Community Services Department
Standard Trail Conditions:

- a. Trail and bikeway construction shall adhere to: The City's Standard Plans, 'The Greenbook Standard Specifications for Public Works Construction', 'California Code of Regulations Title 24' (where applicable), and the Park and Community Services Specification Guide. (Advisory Condition)
- b. The General Contractor shall be a State of California Class 'A' General Engineering Contractor, per the Business and Professions Code Section 7056, or a combination of State of California Class 'C' licenses for which the work is being performed. Licenses must be current and in good standing, for the duration of the project. (Advisory Condition)
- c. Trails and bikeways shall not be shared with any above ground utilities, blocking total width access. (Advisory)
- d. The following plans require Parks and Community Services written approval: Tentative tract/parcel maps; rough grading plans (including all Delta changes); Final Map; precise grading plans; street improvement plans; traffic signal plans; fence and wall plans; landscape plans for areas adjacent to trails; trail improvement plans. (Advisory)
- e. (GP) A detailed rough grading plan with profile for the trail shall be submitted and approved by the Parks and Community Services Director or his/her designee prior to the issuance of grading permits. (Advisory)
- f. Grading certification and compaction tests for trails and bikeways are required, prior to any trail or bikeway improvements being installed. (Advisory)
- g. A minimum two-foot graded bench is required where trails adjoin landscaped or open space areas. (Advisory)
- h. (BP) Prior to the issuance of the first Building Permit, final improvement plans (mylars and AutoCAD & PDF file on a CD-ROM) shall be reviewed and approved by the Community Development Department – Planning Division; the Public Works Department – Land Development and Transportation Division; Fire Prevention; and Parks and Community Services Department. Landscaped areas adjacent to the trail or bikeway shall be designed to prevent water on the trail or bikeway. (Advisory)
- i. Two sets of complete trail and bikeway improvement plans shall be submitted to Parks and Community Services for routing. Adjacent landscaping and walls shall be shown on the plans. Final construction plans and details require wet stamped and signed Mylars, eight sets of bond copies and one Mylar copy from the City signed mylars, the AutoCAD file on CD, and a PDF file on CD. As-builts for the trails and bikeways have the same requirements as final plan submittals. (Advisory)
- j. All street crossings shall be signed with approved 'STOP' signs, trail signs, and posts. All improved equestrian trail crossings at signalized intersections that are constructed at their ultimate locations shall have 6' high mounted push buttons. These shall be coordinated through the Transportation Division. (Advisory)
- k. CSD Zone 'A' plan check fees shall be paid prior to the second plan check. (Advisory)
- ~~l. CSD Zone 'A' inspection fees shall be paid prior to signing of Mylars. (Advisory)~~
- l. CSD Zone 'A' inspection fees shall be paid prior to the issuance for any building permits for Phase 3. (Advisory)
- m. The trail and bikeway shall be surveyed and staked by the developer. The trail shall be inspected and approved by the Parks and Community Services Director or his/her designee prior to the commencement of related work. (Advisory)
- n. Any damage to bikeways, trails, or fencing during construction shall be repaired by the developer and inspected by the Parks and Community Services Director or his/her designee; prior to Certificate of Occupancy. (Advisory)

- o. Concrete access areas to trails with decomposed granite surfaces shall be rough finished concrete (typically tine finish). The access shall extend to the main trail flat surface. (Advisory)
- p. In order to prevent the delay of building permit issuance, any deviation from trail fencing materials or trail surface materials shall be submitted to Parks and Community Services Director or his/her designee and approved in writing 60-days prior to the commencement of trail construction. (Advisory)
- q. Any unauthorized deviation from the approved plan, specifications, City Standard Plans, or Conditions of Approval may result in the delay of building permit issuance and/or building Finals/ Certificate of Occupancy of the project conditioned for improvements. (Advisory)
- r. Where required, decorative solid-grouted block wall (no precision block, stucco, veneer finishes, PVC, or wood fencing) with a minimum height of 72" on the trailside shall be installed along lots that adjoin the trail. Block walls shall be located solely on private property. If landscaping is to be utilized between the block wall and the trail, a PVC fence shall be installed along the trail separating the landscaping from the trail (where required). All block walls that have public view shall have an anti-graffiti coating per Parks and Community Services specifications. Combination block/tubular steel fences shall only be utilized where approved by Parks and Community Services. Tubular steel shall comply with Parks and Community Services standards. Coating for tubular steel shall be anti-graffiti coating for metal per Parks and Community Services specifications. If alternate products are requested, the requested material(s) shall be presented to the Director of Parks and Community Services or his/her designee for review and approval. Under no circumstances can alternate products be utilized without prior written authorization from the Parks and Community Services Director or his/her designee. (Advisory)
- s. Any damage to existing landscape or hardscape areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the City or Community Services District. (Advisory)
- t. All inspections shall be requested two (2) working days in advance from the Parks and Community Services Department at the time of rough and precise grading; fence and gate installation; curb and drainage; flatwork; D.G. installation; graffiti coating; and final inspection. (Advisory)

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Exhibit B

P09-038

Modification of Conditions of Approval for PA07-0090, Tentative Tract Map No. 35629 (Clean Copy Version)

Land Development Division modified conditions of approval

Phase 1 – Development Associated with Parcel 1 of PM 35629

- LD68. (MA) Prior to parcel map approval, the map shall show the appropriate right-of-way to be dedicated as well as all existing and proposed easements.**
- a. The map shall show a right-of-way dedication on Eucalyptus Avenue to secure a full width right-of-way distance of 110' for a Divided Arterial, City Standard 103A, modified to accommodate enhanced 12-foot wide landscape areas within the street parkway. Additional right-of-way shall be dedicated at the intersection of Eucalyptus Avenue and Redlands Boulevard to accommodate southbound dual left turn lanes and a dedicated northbound right-turn lane as well as at the intersection of Eucalyptus Avenue and Theodore Street to accommodate dual left turn lanes.**
 - b. The map shall show an 11-foot multi-use trail easement and a 6-foot pedestrian access easement separated by 3 feet of landscaping along the north side of Eucalyptus Avenue directly behind and adjacent to the proposed right-of-way. An irrevocable offer of dedication for an 11-foot multi-use trail easement shall be made by the owner on the map with the City's acceptance subject to completion of improvements.**
 - c. The map shall show 37-foot wide open space parcels, Parcels A through E as shown on the tentative parcel map, along the north side of Eucalyptus Avenue directly behind and adjacent to the proposed right-of-way. The proposed multi-use trail easement and pedestrian access easement is to be located within the 37-foot wide open space parcels. The City will not maintain landscaping located within said 37-foot wide open space parcels including that located between the multi-use trail and sidewalk. The City will maintain the multi-use trail and sidewalk upon completion and acceptance of all improvements, with the exception of the landscaping as aforementioned, with the concurrence of the Parks and Community Services Department.**

- d. The map shall show an additional varying width street right-of-way dedication on the east side of Redlands Boulevard along the map west boundary to secure a centerline to east right-of-way distance of 70 feet for a Divided Arterial, City Standard 103A, modified to accommodate curb-separated sidewalk as well as additional lanes required at the Eucalyptus Avenue intersection.**
- e. The map shall show a 2-foot wide pedestrian access easement directly adjacent to the Redlands Boulevard proposed east right-of-way for that portion of sidewalk to be constructed beyond the street right-of-way and an 10-foot wide bike trail and pedestrian access easement located 4 feet east of (behind) the proposed sidewalk. The 4-foot landscape area between the two easements will be maintained by the developer or his successors.**
- f. The map shall show an additional 31-foot street right-of-way dedication on the west side of Theodore Street along the map east boundary to secure a centerline to west right-of-way distance of 61 feet for a Minor Arterial, City Standard 105A, modified to accommodate curb-separated sidewalk as well as additional lanes required at the Eucalyptus Avenue intersection.**
- g. The map shall show a 2-foot wide pedestrian access easement for that portion of sidewalk to be constructed beyond the Theodore Street proposed right-of-way for that portion of sidewalk to be constructed beyond the street right-of-way and an 11-foot wide multi-use trail easement located 3 feet west of (behind) the 2-foot pedestrian access easement. The 3-foot landscape area between the two easements will be maintained by the developer or his successors.**
- h. The map shall show a varying width lettered parcel, shown as Parcel G on the tentative parcel map, for highway and road purposes.**
- i. The map shall show a 4-foot pedestrian right-of-way dedication behind the driveway approach at any project entrance with a width up to 40 feet to be constructed per City Standard 118C.**
- j. The map shall show additional right-of-way at intersections to accommodate additional turning movements required by the Transportation Division, in conformance with the final traffic report.**
- k. The map shall demonstrate, to the satisfaction of the City Engineer, adequate right-of-way is being dedicated at the eastbound off-ramp at Theodore Street and the eastbound on-ramp at Redlands Boulevard to cover its ultimate alignment, consistent with the final traffic report and Caltrans standards.**
- l. The map shall show additional right-of-way at corner cutbacks per City Standard 208.**

LD70. (MA) Prior to parcel map approval, the Developer shall guarantee the construction of all improvements for all phases of development by entering into a public improvement agreement and posting security. The improvements required during each phase of development are described under that phase heading. The developer is required to complete those improvements listed under each phase by the occupancy of the first building of each phase, or as otherwise determined by the City Engineer. The improvements for Phase 1 are described below and shall be completed prior to occupancy of the building for Phase 1, or as otherwise determined by the City Engineer.

- a. Eucalyptus Avenue, Divided Arterial, City Standard 103A (110' RW / 86' CC) modified to accommodate enhanced 12-foot wide landscape areas within the street parkway. The full 110-foot right-of-way dedication shall occur as part of Phase 1. The following shall be constructed with the development of Phase 1.**
 - i. Street improvements to half-width, including the full-width median, plus an additional 18 feet south of the street median curb from the proposed interim cul-de-sac to Theodore Street. Improvements shall consist of, but not be limited to, pavement, base, redwood header, raised landscape median, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and dry and wet utilities, including sewer and water main line construction, reclaimed water line construction, and electrical utility lines.**
 - ii. A minimum 24-foot wide emergency access, paved to City Standard 108E, or better, from Redlands Boulevard to just west of the west property line of Parcel 2 of PM 35629. The emergency access road shall be constructed on the north side of Eucalyptus Avenue with a cross fall to one side at 2%.**
 - iii. An interim cul-de-sac, if needed, to allow for truck turn-around movements located just west of the west property line of Parcel 2 of PM 35629. Full 86-foot curb-to-curb paved width in lieu of a cul-de-sac may suffice, as approved by the City Engineer.**
 - iv. Intersection improvements at Eucalyptus Avenue and Theodore Street to allow for truck turning movements required in the Traffic Study for Phase 1 of the project.**
 - v. Relocation of an existing water line that runs along the north map boundary adjacent to the SR-60 existing right-of-way to within Eucalyptus Avenue.**

- vi. **A 6-foot wide curb-separated sidewalk to be located directly behind the 12-foot wide parkway landscape area adjacent to and outside of the street right-of-way.**
 - vii. **A 37-foot wide landscape area adjacent to and behind the 10-foot trail. All improvements and landscaping beyond the street right-of-way shall be located within a 37-foot wide open space area designated as lettered Parcels A through E, as shown on the tentative parcel map, along the north side of Eucalyptus Avenue. The City will not maintain landscaping located within said 37-foot wide open space parcels.**
- b. Theodore Street, Minor Arterial, City Standard 105A (131' RW / 107' CC Modified) to accommodate additional lanes required for vehicular turning movements per the project's approved Traffic Study. An additional 31-foot right-of-way dedication on the west side of the street, along the map's east property line, shall be shown on the parcel map. Phase 1 limits of improvements consist of the following improvements:**
- i. **Intersection improvements at Eucalyptus Avenue to allow for truck turning movements required in the project's approved Traffic Study for Phase 1 of the project.**
 - ii. **30-foot wide paved access which meets current City standards or as otherwise approved by the City Engineer, from Eucalyptus Avenue to the SR-60 overpass. Improvements shall consist of, but not be limited to, pavement, base, asphalt concrete berm, any necessary offsite improvement transition/joins to existing.**
- c. Additional pavement for Theodore Street interchange on-and off-ramps as may be required to accommodate truck traffic turning movements in accordance with the Final Traffic Report and Transportation Division approval.**
- d. Project entrances up to 40-foot wide shall be constructed per City Standard No. 118C. The parcel map shall show an additional 4-foot right-of-way dedication behind driveway approaches. No decorative pavers shall be placed within the public right-of-way. Any entrance greater than 40 feet in width shall be designed as a street intersection.**
- e. Restoration of pavement per City trench standards resulting from bringing water line and sewer service lines to the project.**
- f. Pavement core samples of existing pavement on Theodore Street may be taken and findings submitted to the City for review and consideration of using an existing structural section of a lesser**

thickness of pavement improvements. The City will determine the adequacy of the existing pavement structural section. If the existing pavement section is found to be adequate, then a lesser thickness than that specified above for street pavement improvements may be allowed, as approved by the City Engineer. If the existing pavement section is found to be inadequate, the Developer shall construct the streets to the limits as listed above.

Phase 2 – Development Associated with Parcels 2 and 4 of PM 35629

- LD90. (CO) Theodore Street improvements shall be coordinated with the City's Capital Project Theodore/SR60 Interchange Project. Interim improvements shall be at the discretion of the City Engineer and shall be constructed prior to the occupancy of any building in Phase 2. The project design shall accommodate the future ultimate improvements on Theodore Street which include half-width plus an additional 30 feet east of the centerline, along Parcel 4 of PM 35629 east frontage. Future ultimate improvements shall consist of, but not be limited to, pavement, base, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, dry and wet utilities. Ultimate improvements shall be coordinated with the City's Capital Project Theodore Street/SR-60 Interchange Project and/or interim improvements shall be at the discretion of the City Engineer.
- LD91. (CO) Prior to occupancy of any building in Phase 2, ultimate, full-width, street improvements shall be constructed on Eucalyptus Avenue along project frontage, connecting to those improvements constructed in Phase 1. Improvements shall consist of, but not be limited to, pavement, base, raised landscape median, trail, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, dry and wet utilities.

Phase 3 – Development Associated with Parcel 3 of PM 35629

- LD93. (CO) Redlands Boulevard improvements shall be coordinated with the City's Capital Project Redlands Boulevard/SR60 Interchange Project. Interim improvements shall be at the discretion of the City Engineer and shall be constructed prior to the occupancy of any building in Phase 3. The project design shall accommodate the future ultimate improvements on Redlands Boulevard Divided Arterial, City Standard 103A (131' RW / 107' CC Modified) to half-width plus an additional 21 feet west of the centerline, along the entire project's east frontage. Future ultimate improvements shall consist of, but not be limited to, pavement, base, redwood header, curb, gutter, sidewalk, driveway approaches, drainage structures, any necessary offsite improvement transition/joins to existing, streetlights, pedestrian ramps, removal/relocation and/or undergrounding of any power poles with overhead utility lines less than 115,000 volts, and

dry and wet utilities. In addition, the following improvements shall be provided: a 2-foot wide portion of sidewalk located outside of the proposed right-of-way, a 4-foot wide landscaped area behind sidewalk, a 10-foot wide bike trail behind the 4-foot wide landscaped area, and a 2-foot wide flat landscape area. In addition, intersection improvements at Eucalyptus Avenue shall be made to allow for truck turning movements required in the project's approved Traffic Study for Phase 1 of the project. Additional improvements will be identified within the supplemental traffic study required for Phases 2 and 3 planning application development plans. Ultimate improvements shall be coordinated with the City's Capital Project Theodore Street/SR-60 Interchange Project and/or interim improvements shall be at the discretion of the City Engineer.

LD94. (CO) Eucalyptus Avenue multi-use trail improvements along the north side of Eucalyptus Avenue, from Redlands Boulevard to Theodore Street, shall include the following:

- a. A 3-foot wide landscape area adjacent to and behind the curb-separated sidewalk located within Parcels A through E as shown on the tentative parcel map.**
- b. A 10-foot wide multi-use trail (within an 11-foot multi-use trail easement to be dedicated as an irrevocable offer of dedication on the final parcel map) adjacent to and behind the 3-foot wide landscape area mentioned above. The multi-use trail area shall be designed, graded and constructed with the project, including the actual multi-use trail, and shall be consistent with the adjacent land. The developer shall provide the necessary easement for the trail and pedestrian sidewalk consistent with the conditions of approval from the Parks and Community Services Department and Land Development Condition LD68(c). The City will maintain the multi-use trail and sidewalk upon completion and acceptance of all improvements, with the exception of the landscaping per LD68(c).**

LD95. (CO) Theodore Street multi-use trail improvements along the west side of Theodore Street, from Eucalyptus Avenue to the SR-60/Theodore Street Interchange Eastbound Off-Ramp, shall include the following:

- a. A 3-foot wide landscape area adjacent to and behind the curb-separated sidewalk located within Parcel F as shown on the tentative parcel map.**
- b. A 10-foot wide multi-use trail (within an 11-foot multi-use trail easement to be dedicated as an irrevocable offer of dedication on the final parcel map) adjacent to and behind the 3-foot wide landscape area mentioned above. The multi-use trail area shall be designed, graded and constructed with the project, including the actual multi-use trail, and shall be consistent with the adjacent land. The developer shall provide the necessary easement for the trail and pedestrian sidewalk consistent with the conditions of approval from the Parks and Community Services Department and Land**

Development Condition LD68(c). The City will maintain the multi-use trail and sidewalk upon completion and acceptance of all improvements, with the exception of the landscaping per LD68(c).

Planning Division modified conditions of approval

P14. Prior to the approval of any precise grading permits, the developer shall submit written documentation and a planting coverage map/plan to the Planning and Land Development Divisions for all parcels identified as future State Highway 60 right-of-way as well as specifications for an erosion control/wildflower hydroseed mixture appropriate to the site's climate zones and soils to be applied at a time and in a manner that optimizes germination and coverage of the parcels consistent with the erosion control requirements for the site. Said landscape shall be maintained free of weeds and overgrowth by the developer or successor in interest until such time as the parcels are transferred to the City or Caltrans.

Parks and Community Services District modified conditions of approval

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Parks and Community Services Department Conditions of Approval for project **PA07-0091 (Plot Plan)**. This project shall be completed at no cost to any Government Agency. All questions regarding Parks and Community Services Department Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Parks and Community Services Department 951.413.3280. The applicant is fully responsible for communicating with the Parks and Community Services Department project manager regarding the conditions.

A multi-use trail and Class-I bikeway shall be designated for TPM 35629.

As approved on TPM 35629, a 10' multi-use trail, within an 11' wide easement to the Community Services District (CSD) shall be located along the west side of Theodore Street, within the project. The easement shall be dedicated as an irrevocable offer of dedication on the final parcel map. Development and CSD acceptance of the multi-use trail occur prior to the issuance of the certificate of occupancy for any structures in Phase 3. An in-lieu fee or acceptable financial arrangement will be provided to the City in an amount equal to the cost of constructing the improvements, prior to approval of the final parcel map. A Public Improvements Agreement (PIA), defining these obligations, shall be in-place prior to final map approval. Should the multi-use trail be subsequently eliminated from the City's General Plan, the developer shall have no further obligation to construct the multi-use trail, the trail easement would be removed from the property and the security issued or fee imposed will be returned to the developer. The Final Map and Grading Plans shall show each segment as well as the overall multi-use trail plan. The

CSD will maintain the multi-use trail upon completion and acceptance of the improvements.

As approved on TPM 35629, a 10' multi-use trail, within an 11' wide easement to the Community Services District (CSD) shall be located along the north side of Eucalyptus Street (currently Fir Avenue), from Redlands Boulevard to Theodore Street. The easement shall be dedicated as an irrevocable offer of dedication on the final parcel map. Development and CSD acceptance of the multi-use trail occur prior to the issuance of the certificate of occupancy for any structures in Phase 3. An in-lieu fee or acceptable financial arrangement will be provided to the City in an amount equal to the cost of constructing the improvements, prior to approval of the final parcel map. A Public Improvements Agreement (PIA), defining these obligations, shall be in-place prior to final map approval. Should the multi-use trail be subsequently eliminated from the City's General Plan, the developer shall have no further obligation to construct the multi-use trail, the trail easement would be removed from the property and the security issued or fee imposed will be returned to the developer. The Final Map and Grading Plans shall show each segment as well as the overall multi-use trail plan. The CSD will maintain the multi-use trail upon completion and acceptance of the improvements.

As approved on TPM 35629, a Class-I bikeway shall be provided on the east side of Redlands Boulevard. The bikeway shall be constructed with the future reconstruction of the Redlands Boulevard/State Route 60 Interchange. Prior to recordation of the Final Map, the developer shall make financial arrangements with the City to fund the bikeway construction.

Per endorsement of the Trails Board on July 23, 2008, the trail was eliminated from Sinclair Street (north of Eucalyptus Ave. to S.R. 60), and the trail along Eucalyptus Ave. (previously Fir Ave.) was relocated to the north side of the street. With the elimination of the Sinclair Street trail, additional trail was located along the north side of Eucalyptus Ave., between Sinclair Street and Theodore Street. Therefore, the trail on the north side of Eucalyptus Ave. shall now be located from Redlands Blvd. to Theodore Street. A General Plan Amendment (GPA) and modification of the Master Plan of Trails will be required to show modified trail alignments. The Eucalyptus Ave trail shall be dedicated as an easement to the CSD from the industrial project. The Eucalyptus Ave. trail easement segment shall be approximately 11' in width. The planter behind the trail may exceed 3' in width.

PA07-0091

Parks and Community Services Department

Standard Trail Conditions:

- a. Trail and bikeway construction shall adhere to: The City's Standard Plans, 'The Greenbook Standard Specifications for Public Works Construction', 'California Code of Regulations Title 24' (where applicable), and the Park and Community Services Specification Guide. (Advisory Condition)
- b. The General Contractor shall be a State of California Class 'A' General Engineering Contractor, per the Business and Professions Code Section 7056, or a combination of State of California Class 'C' licenses for which the work is being performed. Licenses must be current and in good standing, for the duration of the project. (Advisory Condition)

- c. Trails and bikeways shall not be shared with any above ground utilities, blocking total width access. (Advisory)
- d. The following plans require Parks and Community Services written approval: Tentative tract/parcel maps; rough grading plans (including all Delta changes); Final Map; precise grading plans; street improvement plans; traffic signal plans; fence and wall plans; landscape plans for areas adjacent to trails; trail improvement plans. (Advisory)
- e. (GP) A detailed rough grading plan with profile for the trail shall be submitted and approved by the Parks and Community Services Director or his/her designee prior to the issuance of grading permits. (Advisory)
- f. Grading certification and compaction tests for trails and bikeways are required, prior to any trail or bikeway improvements being installed. (Advisory)
- g. A minimum two-foot graded bench is required where trails adjoin landscaped or open space areas. (Advisory)
- h. (BP) Prior to the issuance of the first Building Permit, final improvement plans (mylars and AutoCAD & PDF file on a CD-ROM) shall be reviewed and approved by the Community Development Department – Planning Division; the Public Works Department – Land Development and Transportation Division; Fire Prevention; and Parks and Community Services Department. Landscaped areas adjacent to the trail or bikeway shall be designed to prevent water on the trail or bikeway. (Advisory)
- i. Two sets of complete trail and bikeway improvement plans shall be submitted to Parks and Community Services for routing. Adjacent landscaping and walls shall be shown on the plans. Final construction plans and details require wet stamped and signed Mylars, eight sets of bond copies and one Mylar copy from the City signed mylars, the AutoCAD file on CD, and a PDF file on CD. As-builts for the trails and bikeways have the same requirements as final plan submittals. (Advisory)
- j. All street crossings shall be signed with approved 'STOP' signs, trail signs, and posts. All improved equestrian trail crossings at signalized intersections that are constructed at their ultimate locations shall have 6' high mounted push buttons. These shall be coordinated through the Transportation Division. (Advisory)
- k. CSD Zone 'A' plan check fees shall be paid prior to the second plan check. (Advisory)
- l. CSD Zone 'A' inspection fees shall be paid prior to the issuance for any building permits for Phase 3. (Advisory)
- m. The trail and bikeway shall be surveyed and staked by the developer. The trail shall be inspected and approved by the Parks and Community Services Director or his/her designee prior to the commencement of related work. (Advisory)
- n. Any damage to bikeways, trails, or fencing during construction shall be repaired by the developer and inspected by the Parks and Community Services Director or his/her designee; prior to Certificate of Occupancy. (Advisory)
- o. Concrete access areas to trails with decomposed granite surfaces shall be rough finished concrete (typically tine finish). The access shall extend to the main trail flat surface. (Advisory)
- p. In order to prevent the delay of building permit issuance, any deviation from trail fencing materials or trail surface materials shall be submitted to Parks and Community Services Director or his/her designee and approved in writing 60-days prior to the commencement of trail construction. (Advisory)
- q. Any unauthorized deviation from the approved plan, specifications, City Standard Plans, or Conditions of Approval may result in the delay of building permit issuance and/or building Finals/ Certificate of Occupancy of the project conditioned for improvements. (Advisory)

- r. *Where required*, decorative solid-grouted block wall (no precision block, stucco, veneer finishes, PVC, or wood fencing) with a minimum height of 72” on the trailside shall be installed along lots that adjoin the trail. Block walls shall be located solely on private property. If landscaping is to be utilized between the block wall and the trail, a PVC fence shall be installed along the trail separating the landscaping from the trail (where required). All block walls that have public view shall have an anti-graffiti coating per Parks and Community Services specifications. Combination block/tubular steel fences shall only be utilized where approved by Parks and Community Services. Tubular steel shall comply with Parks and Community Services standards. Coating for tubular steel shall be anti-graffiti coating for metal per Parks and Community Services specifications. If alternate products are requested, the requested material(s) shall be presented to the Director of Parks and Community Services or his/her designee for review and approval. Under no circumstances can alternate products be utilized without prior written authorization from the Parks and Community Services Director or his/her designee. (Advisory)
- s. Any damage to existing landscape or hardscape areas due to project construction shall be repaired/replaced by the developer, or developer’s successors in interest, at no cost to the City or Community Services District. (Advisory)
- t. All inspections shall be requested two (2) working days in advance from the Parks and Community Services Department at the time of rough and precise grading; fence and gate installation; curb and drainage; flatwork; D.G. installation; graffiti coating; and final inspection. (Advisory)

RESOLUTION NO. 2010-36

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA APPROVING VARIOUS MODIFICATION OF PROJECT CONDITIONS OF APPROVAL (P09-039) FOR PA07-0091 (PLOT PLAN) GENERALLY LOCATED NORTH OF FUTURE EUCALYPTUS AVENUE (FIR AVENUE) ADJACENT TO AND SOUTH OF HIGHWAY 60 BETWEEN REDLANDS BOULEVARD AND THEODORE STREET

WHEREAS, the applicant, Highland Fairview, had originally filed an application for the approval of PA07-0091 (Plot Plan) consisting of an approximately 1,820,000 square foot warehouse industrial building, with ancillary commercial/retail and office uses, on an approximately 83 acre parcel located generally north of future Eucalyptus Avenue (Fir Avenue) adjacent to and south of Highway 60 between Redlands Boulevard and Theodore Street;

WHEREAS, on February 10, 2009, the City Council approved the application;

WHEREAS, also on February 10, 2009, a Project Environmental Impact Report (EIR) was certified by the City Council subject to the provisions of Section 15161 of the California Environmental Quality Act (CEQA) Guidelines. Based on a recent request by the applicant to modify conditions of approval related to Highway 60 landscape, timing and responsibility of a required General Plan multi-use trail and modification of various conditions of approval for the dedication and improvement of public improvements, staff has determined that the project is within the scope of the original project EIR, and a subsequent project EIR or addendum to the original environmental document would not be required (Section 15162 and 15164 of the CEQA Guidelines). The proposed modification of project conditions will not create any further physical changes to the site or environment.

WHEREAS, on February 8, 2010, the applicant submitted a revised request for various proposed modifications of conditions to the originally approved project by City Council;

WHEREAS, on May 11, 2010, the City Council reviewed and conducted a public hearing on the request. At said meeting, the Council directed staff to modify the resolution to include a hydroseed (erosion control) wildflower mix for Highway 60 right of way, a full irrevocable offer of dedication for the multi-use trail easement on the final map, with construction of the required trail on the north side of future Eucalyptus deferred until issuance of any certificate of occupancy permit for Phase 3 and minor conditions related to the dedication and construction of public improvements.

ATTACHMENT 2

1

Resolution No.2010-_____
Date adopted: _____

No fair share conditions of approval have been modified for this project, with the City Council directing that the existing citywide policy on this subject be discussed at a later date.

WHEREAS on May 25, 2010, the City Council reviewed and approved a revised resolution for modification of project conditions of approval to reflect the previous direction of Council on May 11, 2010.

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

WHEREAS, there is hereby imposed on the subject development project certain fees, dedications, reservations and other exactions pursuant to state law and City ordinances; and

WHEREAS, pursuant to Government Code Section 66020(d)(1), **NOTICE IS HEREBY GIVEN** that this project is subject to certain fees, dedications, reservations and other exactions as provided herein.

NOW, THEREFORE, BE IT HEREBY FOUND, DETERMINED AND RESOLVED by the City Council of the City of Moreno Valley as follows:

- A. This City Council hereby specifically finds that all of the facts set forth above in this revised Resolution are true and correct.
- B. Based upon substantial evidence presented to the City Council during the meetings on May 11, 2010 and May 25, 2010, including written and oral staff reports, and the record from the public hearing, this City Council hereby specifically finds as follows:
 - 1. **Conformance with General Plan Policies** – The proposed modification of original project conditions of approval is consistent with the General Plan, and its goals, objectives, policies and programs.

FACT: The project was approved for an approximate 1,820,000 square foot warehouse industrial building on Parcel 1 (Phase 1) with related commercial/retail and office uses. The proposed modification of conditions for an interim landscape pallet to allow an erosion control hydroseed mix until such time as the parcels are transferred to the City or Caltrans, deferral of trail improvements until Phase 3 of the project and minor modification of various Public Works conditions of approval for dedication and improvement of public improvements are consistent with General Plan policies.

2. **Conformance with Zoning Regulations** – The proposed modification of the original project conditions of approval complies with all applicable zoning and other regulations.

FACT: The proposed modification of conditions for modification of Highway 60 landscape to include a hydroseed mix, timing of construction of a required multi-use trail and other modifications to various Land Development conditions of approval for dedication and improvement of public is consistent with current zoning of LI (Light Industrial) at the site.

3. **Health, Safety and Welfare** – The proposed modification of the original project conditions of approval will not be detrimental to the public health, safety or welfare or materially injurious to properties or improvements in the vicinity.

FACT: An Environmental Impact report (EIR), findings and a Statement of Overriding Considerations were originally approved and certified for the project. A Mitigation Monitoring Program was also adopted, which ensured the completion of required mitigation measures for the project.

The proposed modification of conditions for modification of Highway 60 landscape to include a hydroseed mix, timing of construction of a required multi-use trail and other modifications to various Land Development conditions of approval for dedication and improvement of public improvements is consistent and within the scope of the previous certified project Environmental Impact Report (EIR).

The proposed modification of project conditions would also not be detrimental to the public health safety or welfare or materially injurious to properties or improvements in the vicinity.

4. **Location, Design and Operation** – The modification of the original project conditions of approval will be compatible with existing and planned land uses in the vicinity.

FACT: Surrounding land uses include primarily Highway 60 to the north, vacant commercial land uses to the west along Highway 60, vacant business park uses to the east along Highway 60 and scattered built and vacant R3 (Residential 3) single-family residential properties to the east, southwest and south of the site.

The location, design and operation of the original project as well as the proposed modification of project conditions will be compatible with existing and planned land uses in the general vicinity and with design of the plot plan and architecture of the buildings.

5. The proposed modification of original project conditions of approval conforms to any applicable provisions of the City's redevelopment plan.

FACT:The project site does not reside in a redevelopment area or within the designated plan area.

C. FEES, DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

1. Impact, mitigation and other fees are due and payable under currently applicable ordinances and resolutions for the original project. These fees may include but are not limited to: Development impact fee, Stephens Kangaroo Habitat Conservation fee, Transportation Uniform Mitigation Fee (TUMF), Multi-species Habitat Conservation Plan (MSHCP) Mitigation Fee, Underground Utilities in lieu fee, Area Drainage Plan fee, Bridge and Thoroughfare Mitigation fee (Future) and Traffic Signal Mitigation fee. The final amount of fees payable is dependent upon information provided by the applicant and will be determined at the time the fees become due and payable.

Unless otherwise provided for by this resolution, all impact fees shall be calculated and collected at the time and in the manner provided in Chapter 3.32 of the City of Moreno Valley Municipal Code or as so provided in the applicable ordinances and resolutions. The City expressly reserves the right to amend the fees and the fee calculations consistent with applicable law.

2. DEDICATIONS, RESERVATIONS, AND OTHER EXACTIONS

The approved Conditions of Approval for PA07-0091 (Master Plot Plan) and modification of conditions under P09-039 (Modification of conditions) incorporated herein by reference, may include dedications, reservations, and exactions pursuant to Government Code Section 66020 (d) (1).

3. The City expressly reserves the right to establish, modify or adjust any fee, dedication, reservation or other exaction to the extent permitted and as authorized by law.

Pursuant to Government Code Section 66020(d)(1), NOTICE IS FURTHER GIVEN that the 90 day period to protest the imposition of any impact fee, dedication, reservation, or other exaction described in this resolution begins on the effective date of this resolution and any such protest must be in a manner that complies with Section 66020(a) and failure to timely follow this procedure will bar any subsequent legal action to attack, review, set aside, void or annul imposition.

Your right to protest the fees, dedications, reservations, or other exactions does not apply to planning, zoning, grading, or other similar application processing fees or service fees in connection with this project and it does not apply to any fees, dedication, reservations, or other exactions of which you have been given a notice similar to this nor does it revive challenges to any fees for which the Statute of Limitations has previously expired.

BE IT FURTHER RESOLVED that the City Council **HEREBY APPROVES** Resolution No. 2010-____, **APPROVING** P09-039 amending various conditions of approval of PA07-0091 (Plot Plan) for an originally approved 1,820,000 square foot industrial warehouse building with minor interior ancillary commercial/retail and office uses, while the proposed modifications are consistent and within the scope of the previous certified project Environmental Impact Report, subject to the attached modified conditions of approval included as Exhibit A (Strikeout/Underlined) and B (Clean Copy) to this resolution.

APPROVED AND ADOPTED this ____ day of _____, 2010.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

6

Resolution No.2010-____
Date adopted: _____

RESOLUTION JURAT

[Clerk's office will prepare]

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

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Exhibit A

P09-039

Modification of Conditions of Approval for PA07-0091, Plot Plan- (Strikeout/Underline Version)

Planning Division modified conditions of approval

P10. Prior to the approval of any precise grading permits, the developer shall submit ~~final landscape and irrigation plans within State Route 60 right-of-way adjacent to the project site consistent with the State Highway 60 Corridor Design Manual. The plans shall be submitted to the Planning Division for review and approval (MC.14.100)~~ written documentation and a planting coverage map/plan to the Planning and Land Development Divisions for all parcels identified as future State Highway 60 right-of-way as well as specifications for an erosion control/wildflower hydroseed mixture appropriate to the site's climate zones and soils to be applied at a time and in a manner that optimizes germination and coverage of the parcels consistent with the erosion control requirements for the site. Said landscape shall be maintained free of weeds and overgrowth by the developer or successor in interest until such time as the parcels are transferred to the City or Caltrans.

Parks and Community Services District modified conditions of approval

Note: All Special Conditions, Modified Conditions, or Clarification of Conditions are in bold lettering. All other conditions are standard to all or most development projects.

Acknowledgement of Conditions

The following items are Parks and Community Services Department Conditions of Approval for project **PA07-0091 (Plot Plan)**. This project shall be completed at no cost to any Government Agency. All questions regarding Parks and Community Services Department Conditions including but not limited to, intent, requests for change/modification, variance and/or request for extension of time shall be sought from the Parks and Community Services Department 951.413.3280. The applicant is fully responsible for communicating with the Parks and Community Services Department project manager regarding the conditions.

A multi-use trail and Class-I bikeway shall be designated for TPM 35629.

As approved on TPM 35629, a multi-use trail within an ~~approximate 10' - 11'~~ wide easement to the Community Services District (CSD) shall be located along the west side of Theodore Street, within the project. ~~The construction of the multi-use trail on Theodore Street along the frontage of the property shall be completed with the future widening of said Street. The developer shall make financial arrangements with the City~~

to fund the multi-use trail construction prior to the issuance of any Certificate of Occupancy on Parcel 1. The easement shall be dedicated as an irrevocable offer of dedication on the final parcel map. Development and CSD acceptance of the multi-use trail occur prior to the issuance of the certificate of occupancy for any structures in Phase 3. An in-lieu fee or acceptable financial arrangement will be provided to the City in an amount equal to the cost of constructing the improvements, plus contingency, prior to approval of the final parcel map. A Public Improvements Agreement (PIA), defining these obligations, shall be in-place prior to final map approval. Should the multi-use trail be subsequently eliminated from the City's General Plan, the developer shall have no further obligation to construct the multi-use trail, the trail easement would be removed from the property and the security issued will be returned to the developer. The Final Map and Grading Plans shall show each segment as well as the overall multi-use trail plan. The CSD will maintain the multi-use trail upon completion and acceptance of the improvements.

As approved on TPM 35629, a 10' multi-use trail within an ~~approximate 10' - 11'~~ wide easement to the Community Services District (CSD) shall be located along the north side of Eucalyptus Street (currently Fir Avenue), ~~within the development from Redlands Boulevard to Theodore Street. The easement shall be dedicated as an irrevocable offer of dedication on the final parcel map. Development of multi-use trail segments shall occur when Eucalyptus Street is constructed connecting Redlands Boulevard and Theodore Street or at the discretion of the Parks and Community Services Director.~~ Development and CSD acceptance of the multi-use trail occur prior to the issuance of the certificate of occupancy for any structures in Phase 3. ~~an~~ An in-lieu fee or acceptable financial arrangement will be provided to the City in an amount equal to the cost of constructing the improvements, prior to approval of the final parcel map. A Public Improvement Agreement (PIA), defining these obligations, shall be in-place prior to final map approval. Should the multi-use trail be subsequently eliminated from the City's General Plan, the developer shall have no further obligation to construct the multi-use trail, the trail easement would be removed from the property and the security issued or fee imposed will be returned to the developer. The Final Map and Grading Plans shall show each segment as well as the overall multi-use trail plan. ~~The developer shall make financial arrangements with the City to fund the multi-use trail construction for the segment along the frontage of Parcel 1 prior to the issuance of any Certificate of Occupancy on Parcel 1. Each multi-use trail segment will follow the same requirement for the remaining parcels.~~ The CSD will maintain the multi-use trail upon completion and acceptance of the improvements.

As approved on TPM 35629, a Class-I bikeway shall be provided on the east side of Redlands Boulevard. The bikeway shall be constructed with the future reconstruction of the Redlands Boulevard/State Route 60 Interchange. Prior to recordation of the Final Map, the developer shall make financial arrangements with the City to fund the bikeway construction.

Per endorsement of the Trails Board on July 23, 2008, the trail was eliminated from Sinclair Street (north of Eucalyptus Ave. to S.R. 60), and the trail along Eucalyptus Ave. (previously Fir Ave.) was relocated to the north side of the street. With the elimination of the Sinclair Street trail, additional trail was located along the north side of Eucalyptus Ave., between Sinclair Street and Theodore Street. Therefore, the trail on the north side of Eucalyptus Ave. shall now be located from Redlands Blvd. to Theodore Street. A General Plan Amendment (GPA) and modification of the Master Plan of Trails will be

required to show modified trail alignments. The Eucalyptus Ave trail shall be dedicated as an easement to the CSD from the industrial project. The Eucalyptus Ave. trail easement segment shall be approximately 11' in width. The planter behind the trail may exceed 3' in width.

PA07-0091

Parks and Community Services Department

Standard Trail Conditions:

- a. Trail and bikeway construction shall adhere to: The City's Standard Plans, 'The Greenbook Standard Specifications for Public Works Construction', 'California Code of Regulations Title 24' (where applicable), and the Park and Community Services Specification Guide. (Advisory Condition)
- b. The General Contractor shall be a State of California Class 'A' General Engineering Contractor, per the Business and Professions Code Section 7056, or a combination of State of California Class 'C' licenses for which the work is being performed. Licenses must be current and in good standing, for the duration of the project. (Advisory Condition)
- c. Trails and bikeways shall not be shared with any above ground utilities, blocking total width access. (Advisory)
- d. The following plans require Parks and Community Services written approval: Tentative tract/parcel maps; rough grading plans (including all Delta changes); Final Map; precise grading plans; street improvement plans; traffic signal plans; fence and wall plans; landscape plans for areas adjacent to trails; trail improvement plans. (Advisory)
- e. (GP) A detailed rough grading plan with profile for the trail shall be submitted and approved by the Parks and Community Services Director or his/her designee prior to the issuance of grading permits. (Advisory)
- f. Grading certification and compaction tests for trails and bikeways are required, prior to any trail or bikeway improvements being installed. (Advisory)
- g. A minimum two-foot graded bench is required where trails adjoin landscaped or open space areas. (Advisory)
- h. (BP) Prior to the issuance of the first Building Permit, final improvement plans (mylars and AutoCAD & PDF file on a CD-ROM) shall be reviewed and approved by the Community Development Department – Planning Division; the Public Works Department – Land Development and Transportation Division; Fire Prevention; and Parks and Community Services Department. Landscaped areas adjacent to the trail or bikeway shall be designed to prevent water on the trail or bikeway. (Advisory)
- i. Two sets of complete trail and bikeway improvement plans shall be submitted to Parks and Community Services for routing. Adjacent landscaping and walls shall be shown on the plans. Final construction plans and details require wet stamped and signed Mylars, eight sets of bond copies and one Mylar copy from the City signed mylars, the AutoCAD file on CD, and a PDF file on CD. As-builts for the trails and bikeways have the same requirements as final plan submittals. (Advisory)
- j. All street crossings shall be signed with approved 'STOP' signs, trail signs, and posts. All improved equestrian trail crossings at signalized intersections that are constructed at their ultimate locations shall have 6' high mounted push buttons. These shall be coordinated through the Transportation Division. (Advisory)
- k. CSD Zone 'A' plan check fees shall be paid prior to the second plan check. (Advisory)
- ~~l. CSD Zone 'A' inspection fees shall be paid prior to signing of Mylars. (Advisory)~~

CSD Zone 'A' inspection fees shall be paid prior to the issuance for any building permits for Phase 3. (Advisory)

- m. The trail and bikeway shall be surveyed and staked by the developer. The trail shall be inspected and approved by the Parks and Community Services Director or his/her designee prior to the commencement of related work. (Advisory)
- n. Any damage to bikeways, trails, or fencing during construction shall be repaired by the developer and inspected by the Parks and Community Services Director or his/her designee; prior to Certificate of Occupancy. (Advisory)
- o. Concrete access areas to trails with decomposed granite surfaces shall be rough finished concrete (typically tine finish). The access shall extend to the main trail flat surface. (Advisory)
- p. In order to prevent the delay of building permit issuance, any deviation from trail fencing materials or trail surface materials shall be submitted to Parks and Community Services Director or his/her designee and approved in writing 60-days prior to the commencement of trail construction. (Advisory)
- q. Any unauthorized deviation from the approved plan, specifications, City Standard Plans, or Conditions of Approval may result in the delay of building permit issuance and/or building Finals/ Certificate of Occupancy of the project conditioned for improvements. (Advisory)
- r. Where required, decorative solid-grouted block wall (no precision block, stucco, veneer finishes, PVC, or wood fencing) with a minimum height of 72" on the trailside shall be installed along lots that adjoin the trail. Block walls shall be located solely on private property. If landscaping is to be utilized between the block wall and the trail, a PVC fence shall be installed along the trail separating the landscaping from the trail (where required). All block walls that have public view shall have an anti-graffiti coating per Parks and Community Services specifications. Combination block/tubular steel fences shall only be utilized where approved by Parks and Community Services. Tubular steel shall comply with Parks and Community Services standards. Coating for tubular steel shall be anti-graffiti coating for metal per Parks and Community Services specifications. If alternate products are requested, the requested material(s) shall be presented to the Director of Parks and Community Services or his/her designee for review and approval. Under no circumstances can alternate products be utilized without prior written authorization from the Parks and Community Services Director or his/her designee. (Advisory)
- s. Any damage to existing landscape or hardscape areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the City or Community Services District. (Advisory)
- t. All inspections shall be requested two (2) working days in advance from the Parks and Community Services Department at the time of rough and precise grading; fence and gate installation; curb and drainage; flatwork; D.G. installation; graffiti coating; and final inspection. (Advisory)

Exhibit B

P09-039

Modification of Conditions of Approval for PA07-0091, Plot Plan (Clean Copy Version)

Planning Division modified conditions of approval

P10. Prior to the approval of any precise grading permits, the developer shall submit written documentation and a planting coverage map/plan to the Planning and Land Development Divisions for all parcels identified as future State Highway 60 right-of-way as well as specifications for an erosion control/wildflower hydroseed mixture appropriate to the site's climate zones and soils to be applied at a time and in a manner that optimizes germination and coverage of the parcels consistent with the erosion control requirements for the site. Said landscape shall be maintained free of weeds and overgrowth by the developer or successor in interest until such time as the parcels are transferred to the City or Caltrans.

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A multi-use trail and Class-I bikeway shall be designated for TPM 35629.

As approved on TPM 35629, a 10' multi-use trail, within an 11' wide easement to the Community Services District (CSD) shall be located along the west side of Theodore Street, within the project. The easement shall be dedicated as an irrevocable offer of dedication on the final parcel map. Development and CSD acceptance of the multi-use trail occur prior to the issuance of the certificate of occupancy for any structures in Phase 3. An in-lieu fee or acceptable financial arrangement will be provided to the City in an amount equal to the cost of constructing the improvements, prior to approval of the final parcel map. A Public Improvements Agreement (PIA), defining these obligations,

shall be in-place prior to final map approval. Should the multi-use trail be subsequently eliminated from the City's General Plan, the developer shall have no further obligation to construct the multi-use trail, the trail easement would be removed from the property and the security issued or fee imposed will be returned to the developer. The Final Map and Grading Plans shall show each segment as well as the overall multi-use trail plan. The CSD will maintain the multi-use trail upon completion and acceptance of the improvements.

As approved on TPM 35629, a 10' multi-use trail, within an 11' wide easement to the Community Services District (CSD) shall be located along the north side of Eucalyptus Street (currently Fir Avenue), from Redlands Boulevard to Theodore Street. The easement shall be dedicated as an irrevocable offer of dedication on the final parcel map. Development and CSD acceptance of the multi-use trail occur prior to the issuance of the certificate of occupancy for any structures in Phase 3. An in-lieu fee or acceptable financial arrangement will be provided to the City in an amount equal to the cost of constructing the improvements, prior to approval of the final parcel map. A Public Improvements Agreement (PIA), defining these obligations, shall be in-place prior to final map approval. Should the multi-use trail be subsequently eliminated from the City's General Plan, the developer shall have no further obligation to construct the multi-use trail, the trail easement would be removed from the property and the security issued or fee imposed will be returned to the developer. The Final Map and Grading Plans shall show each segment as well as the overall multi-use trail plan. The CSD will maintain the multi-use trail upon completion and acceptance of the improvements.

As approved on TPM 35629, a Class-I bikeway shall be provided on the east side of Redlands Boulevard. The bikeway shall be constructed with the future reconstruction of the Redlands Boulevard/State Route 60 Interchange. Prior to recordation of the Final Map, the developer shall make financial arrangements with the City to fund the bikeway construction.

Per endorsement of the Trails Board on July 23, 2008, the trail was eliminated from Sinclair Street (north of Eucalyptus Ave. to S.R. 60), and the trail along Eucalyptus Ave. (previously Fir Ave.) was relocated to the north side of the street. With the elimination of the Sinclair Street trail, additional trail was located along the north side of Eucalyptus Ave., between Sinclair Street and Theodore Street. Therefore, the trail on the north side of Eucalyptus Ave. shall now be located from Redlands Blvd. to Theodore Street. A General Plan Amendment (GPA) and modification of the Master Plan of Trails will be required to show modified trail alignments. The Eucalyptus Ave trail shall be dedicated as an easement to the CSD from the industrial project. The Eucalyptus Ave. trail easement segment shall be approximately 11' in width. The planter behind the trail may exceed 3' in width.

PA07-0091

Parks and Community Services Department

Standard Trail Conditions:

- a. Trail and bikeway construction shall adhere to: The City's Standard Plans, 'The Greenbook Standard Specifications for Public Works Construction', 'California Code of Regulations Title 24' (where applicable), and the Park and Community Services Specification Guide. (Advisory Condition)

- b.** The General Contractor shall be a State of California Class 'A' General Engineering Contractor, per the Business and Professions Code Section 7056, or a combination of State of California Class 'C' licenses for which the work is being performed. Licenses must be current and in good standing, for the duration of the project. (Advisory Condition)
- c.** Trails and bikeways shall not be shared with any above ground utilities, blocking total width access. (Advisory)
- d.** The following plans require Parks and Community Services written approval: Tentative tract/parcel maps; rough grading plans (including all Delta changes); Final Map; precise grading plans; street improvement plans; traffic signal plans; fence and wall plans; landscape plans for areas adjacent to trails; trail improvement plans. (Advisory)
- e.** (GP) A detailed rough grading plan with profile for the trail shall be submitted and approved by the Parks and Community Services Director or his/her designee prior to the issuance of grading permits. (Advisory)
- f.** Grading certification and compaction tests for trails and bikeways are required, prior to any trail or bikeway improvements being installed. (Advisory)
- g.** A minimum two-foot graded bench is required where trails adjoin landscaped or open space areas. (Advisory)
- h.** (BP) Prior to the issuance of the first Building Permit, final improvement plans (mylars and AutoCAD & PDF file on a CD-ROM) shall be reviewed and approved by the Community Development Department – Planning Division; the Public Works Department – Land Development and Transportation Division; Fire Prevention; and Parks and Community Services Department. Landscaped areas adjacent to the trail or bikeway shall be designed to prevent water on the trail or bikeway. (Advisory)
- i.** Two sets of complete trail and bikeway improvement plans shall be submitted to Parks and Community Services for routing. Adjacent landscaping and walls shall be shown on the plans. Final construction plans and details require wet stamped and signed Mylars, eight sets of bond copies and one Mylar copy from the City signed mylars, the AutoCAD file on CD, and a PDF file on CD. As-builts for the trails and bikeways have the same requirements as final plan submittals. (Advisory)
- j.** All street crossings shall be signed with approved 'STOP' signs, trail signs, and posts. All improved equestrian trail crossings at signalized intersections that are constructed at their ultimate locations shall have 6' high mounted push buttons. These shall be coordinated through the Transportation Division. (Advisory)
- k.** CSD Zone 'A' plan check fees shall be paid prior to the second plan check. (Advisory)
- l.** CSD Zone 'A' inspection fees shall be paid prior to the issuance for any building permits for Phase 3. (Advisory)
- m.** The trail and bikeway shall be surveyed and staked by the developer. The trail shall be inspected and approved by the Parks and Community Services Director or his/her designee prior to the commencement of related work. (Advisory)
- n.** Any damage to bikeways, trails, or fencing during construction shall be repaired by the developer and inspected by the Parks and Community Services Director or his/her designee; prior to Certificate of Occupancy. (Advisory)
- o.** Concrete access areas to trails with decomposed granite surfaces shall be rough finished concrete (typically tine finish). The access shall extend to the main trail flat surface. (Advisory)

- p. In order to prevent the delay of building permit issuance, any deviation from trail fencing materials or trail surface materials shall be submitted to Parks and Community Services Director or his/her designee and approved in writing 60-days prior to the commencement of trail construction. (Advisory)
- q. Any unauthorized deviation from the approved plan, specifications, City Standard Plans, or Conditions of Approval may result in the delay of building permit issuance and/or building Finals/ Certificate of Occupancy of the project conditioned for improvements. (Advisory)
- r. Where required, decorative solid-grouted block wall (no precision block, stucco, veneer finishes, PVC, or wood fencing) with a minimum height of 72" on the trailside shall be installed along lots that adjoin the trail. Block walls shall be located solely on private property. If landscaping is to be utilized between the block wall and the trail, a PVC fence shall be installed along the trail separating the landscaping from the trail (where required). All block walls that have public view shall have an anti-graffiti coating per Parks and Community Services specifications. Combination block/tubular steel fences shall only be utilized where approved by Parks and Community Services. Tubular steel shall comply with Parks and Community Services standards. Coating for tubular steel shall be anti-graffiti coating for metal per Parks and Community Services specifications. If alternate products are requested, the requested material(s) shall be presented to the Director of Parks and Community Services or his/her designee for review and approval. Under no circumstances can alternate products be utilized without prior written authorization from the Parks and Community Services Director or his/her designee. (Advisory)
- s. Any damage to existing landscape or hardscape areas due to project construction shall be repaired/replaced by the developer, or developer's successors in interest, at no cost to the City or Community Services District. (Advisory)
- t. All inspections shall be requested two (2) working days in advance from the Parks and Community Services Department at the time of rough and precise grading; fence and gate installation; curb and drainage; flatwork; D.G. installation; graffiti coating; and final inspection. (Advisory)

**MINUTES - REGULAR MEETING OF MAY 11, 2010 (Report
of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

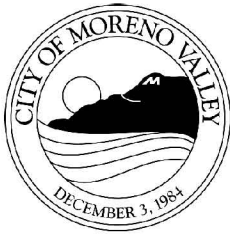
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**MINUTES - REGULAR MEETING OF MAY 11, 2010 (Report
of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>SMB</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, Public Works Director/City Engineer

AGENDA DATE: May 25, 2010

TITLE: AUTHORIZATION TO AWARD CONSTRUCTION CONTRACT FOR DAY STREET ROADWAY IMPROVEMENTS FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE PROJECT NO. 02-89266920

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Award the construction contract for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879, the lowest responsible bidder.
2. Authorize the City Manager to execute the contract with Hillcrest Contracting, Inc. in the form attached hereto, and to subsequently assign said contract to the Community Redevelopment Agency.
3. Authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest Contracting, Inc. up to, but not exceeding, the contingency amount of \$249,470.71, subject to the approval of the City Attorney.
4. Authorize a full road closure of Day Street from Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements from June 2010 to December 2010.
5. Authorize the Public Works Director/City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues.

Staff recommends that the Community Redevelopment Agency:

1. Accept the assignment of the contract with Hillcrest Contracting, 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 Hillcrest Contracting, Inc. in the amount of \$1,912,608.76 (\$1,663,138.05 for the bid amount plus 15% contingency) for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724).

BACKGROUND

This project involves the rehabilitation of Day Street from Alessandro Boulevard to Cottonwood Avenue, including street, signing, striping, waterline, utility relocation, and other related road improvements. Street improvements are an authorized activity under Section 319 of the Moreno Valley Community Redevelopment Agency’s (RDA) Redevelopment plan.

An agreement with AEI-CASC was signed by the Mayor on February 22, 2006 to complete required environmental documentation, right of way documents, and the design plans and specifications. The environmental document, a Negative Declaration, was adopted by City Council on September 11, 2007. On November 10, 2009, City Council authorized the City Attorney to file the appropriate actions in Eminent Domain in order to secure necessary right of way for the project. The Riverside County Court granted the order of possession on February 10, 2010 and the City obtained possession of the right of way on March 15, 2010. The project was advertised for construction bids on March 18, 2010.

DISCUSSION

Formal bidding procedures have been followed in conformance with the Public Contract Code (PCC) and the City Clerk opened bids at 10:00 a.m., April 21, 2010, for the subject project. Seven (7) bids were received as follows:

1. Hillcrest Contracting, Inc.....	\$1,663,138.05
2. Sequel Contractors, Inc.	\$1,729,578.00
3. Spiess Construction Company, Inc.....	\$1,798,602.20
4. Riverside Construction Company, Inc.	\$1,837,332.50
5. Cooley Construction, Inc.	\$1,850,346.31
6. PALP, Inc. dba Excel Paving Company.....	\$1,901,361.25
7. Laird Construction Company, Inc.	\$2,052,412.30

Engineer's Estimate..... \$2,049,933.50

Staff has reviewed the lowest bid received by Hillcrest Contracting, Inc. and finds it to be the lowest responsible bidder. Hillcrest Contracting, Inc. possesses a valid California Contractor 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 Hillcrest Contracting, Inc.

The Base Bid for the lowest apparent bidder is \$1,663,138.05. The lowest responsible bidder was determined by comparing the cumulative total of all Base Bid items without consideration of the prices on the Additive Bid item, as stipulated in the bid documents.

The City is also required to complete certain telephone infrastructure work by Verizon. At Verizon's request, the bid schedule was structured such that there was one Additive Bid item, "Verizon Sole Trenching, Verizon Duct, and Verizon Structures per Plan." The Base Bid for the lowest apparent bidder is \$1,663,138.05 and the Additive Bid item is \$30,000, bringing the total bid amount to \$1,693,138.08. Staff recommends, and Verizon has concurred, that the contract be awarded solely for the base bid amount. As Verizon intends that their infrastructure work be completed, however, the City reserves the right to add the Additive Bid item by Contract Change Order within sixty (60) calendar days from the date of the Notice to Proceed, as identified in the bid documents.

The contract duration is one hundred (100) working days. The Public Works Department is requesting a full road closure of Day Street between Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, to facilitate the construction of roadway improvements for the duration of the project. The road closure will be for segments of Day Street, as needed. The request for the road closure is due to major improvement work including, but not limited to, street, signing, striping, waterline, utility relocation, and other related road improvements. It is anticipated that the road will be fully open to traffic by December 31, 2010.

There are thirty eight (38) parcels in the area of construction. The Contractor will notify, and provide safe ingress and egress to, all potentially affected property owners about the road closure, as well as law enforcement, the Fire Department, Waste Management of the Inland Empire, the postal service, the school district, etc. The Contractor is required to provide driveway access to residents at all times. The road closure/detour plan/traffic control plan has been approved by the City Traffic Engineer.

The requested subsequent assignment of the contract from the City to the Community Redevelopment Agency will obligate the RDA funds and not the General Fund.

ALTERNATIVES

1. Award the construction contract for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue to Hillcrest Contracting, Inc., 1467

Circle City Drive, Corona, CA 92879, the lowest responsible bidder, authorize the City Manager to execute the contract with Hillcrest Contracting, Inc. in the form attached hereto, and to subsequently assign said contract to the Community Redevelopment Agency, authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest Contracting, Inc. up to, but not exceeding, the contingency amount of \$249,470.71, subject to the approval of the City Attorney, authorize a full road closure of Day Street from Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements from June 2010 to December 2010, authorize the Public Works Director/City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues, accept the assignment of the contract with Hillcrest Contracting, 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 Hillcrest Contracting, Inc. in the amount of \$1,912,608.76 (\$1,663,138.05 for the bid amount plus 15% contingency) for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724). *This alternative will allow for much needed improvements.*

2. Do not award the construction contract for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue to Hillcrest Contracting, Inc., 1467 Circle City Drive, Corona, CA 92879, the lowest responsible bidder, do not authorize the City Manager to execute the contract with Hillcrest Contracting, Inc. in the form attached hereto, and to subsequently assign said contract to the Community Redevelopment Agency, do not authorize the Public Works Director/City Engineer to execute any subsequent related minor change orders to the contract with Hillcrest Contracting, Inc. up to, but not exceeding, the contingency amount of \$249,470.71, subject to the approval of the City Attorney, do not authorize a full road closure of Day Street from Alessandro Boulevard to Cottonwood Avenue, including adjacent side streets, as necessary, for the construction of roadway improvements from June 2010 to December 2010, do not authorize the Public Works Director/City Engineer to allow for an additional 60 day extension to the proposed road closure window if the project is delayed due to unforeseen construction issues, do not accept the assignment of the contract with Hillcrest Contracting, Inc. from the City in the form attached hereto, do 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 do not authorize the issuance of a Purchase Order to Hillcrest Contracting, Inc. in the amount of \$1,912,608.76 (\$1,663,138.05 for the bid amount plus 15% contingency) for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue (Account No. 897.91724). *This alternative will delay the completion of needed improvements.*

FISCAL IMPACT

The construction phase of this project is included in Fiscal Year 2009-2010 Budget and will be financed by RDA 2007 Tax Allocation Bonds (TABS) funds (Fund 897). **These funds have been allocated for the Day Street from Alessandro Boulevard to Cottonwood Avenue Improvements project and cannot be utilized for operational activities.** There is no impact on the General Fund.

AVAILABLE BUDGETED FUNDS (ACCOUNT NO. 897.91724):

Fiscal Year 2009-2010 Budget	\$2,628,890
Fiscal Year 2009-2010 Expenditures to Date	(\$215,590)
Fiscal Year 2009-2010 Available Budgeted Funds.....	\$2,413,300

ESTIMATED CONSTRUCTION RELATED COSTS:

Design Support Services during Construction	\$15,000
Contractor Construction Costs (includes 15% contingency).....	\$1,912,600
Construction Geotechnical Services	\$50,000
Construction Survey Services.....	\$50,000
Construction Inspection Services	\$35,000
Project Administration and City Inspection	\$60,000
Total Estimated Construction Related Costs.....	\$2,122,600

ANTICIPATED PROJECT SCHEDULE

Begin Construction	June 2010
Complete Construction	December 2010

CITY COUNCIL GOALS

PUBLIC SAFETY:

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

PUBLIC FACILITIES AND CAPITAL PROJECTS:

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

POSITIVE ENVIRONMENT:

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

SUMMARY

This project will construct street, signing, striping, waterline, utility relocation, and other related road improvements on Day Street between Alessandro Boulevard and Cottonwood Avenue. The construction is funded with RDA TABS funds. The City

Council is requested to approve the award of the construction contract to Hillcrest Contracting, Inc. and the Community Redevelopment Agency is requested to accept the assignment of the construction contract to Hillcrest Contracting, Inc.

NOTIFICATION

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

ATTACHMENTS

Attachment "A" – Location Map (PG 427)

Attachment "B" – Agreement with Hillcrest Contracting, Inc. (PG 429-438)

Attachment "C" – Assignment Agreement (PG 439)

Prepared By:
Lorenz R. Gonzales, P.E.
Senior Engineer

Department Head Approval:
Barry Foster
Economic Development Director

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

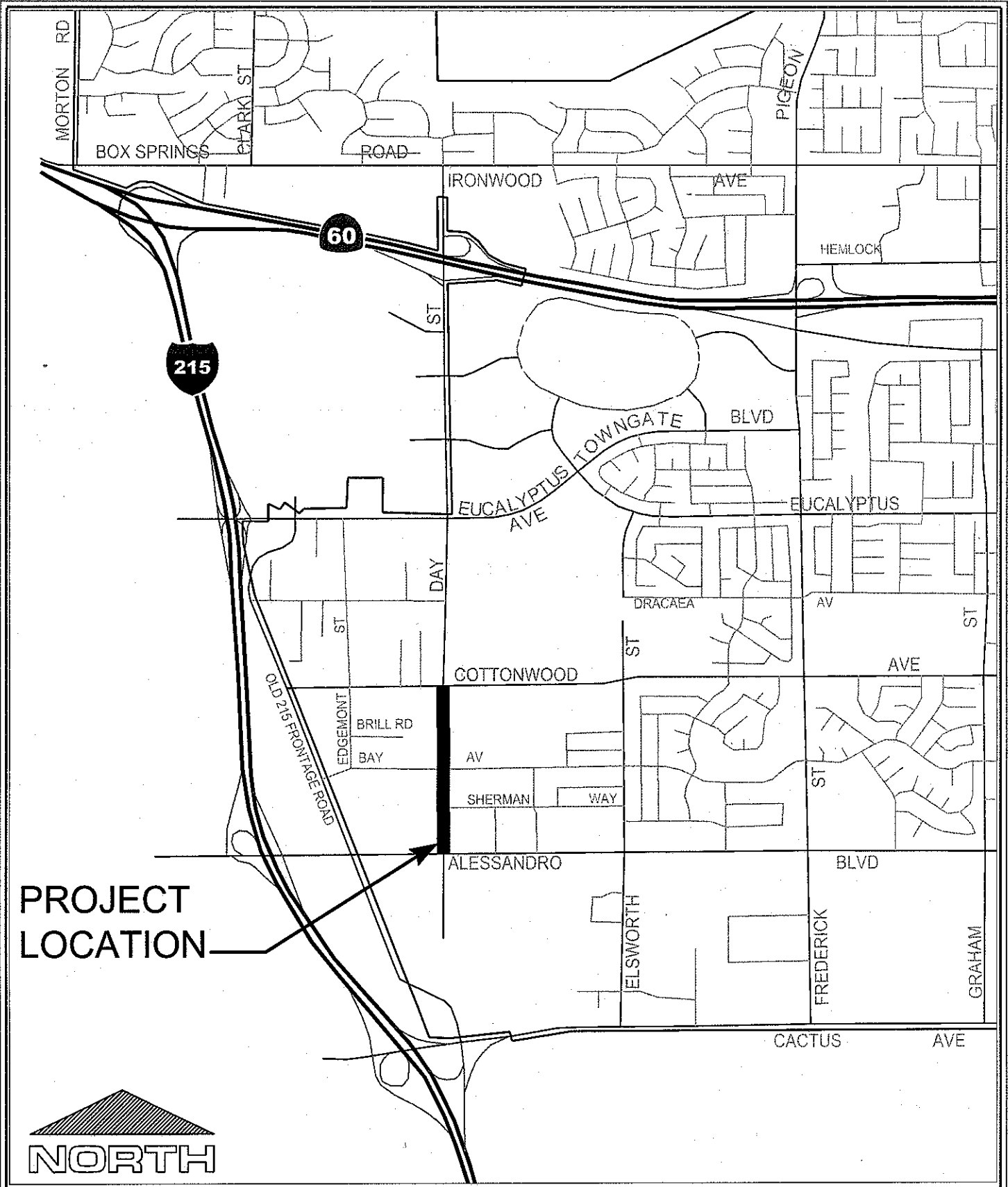
Department Head Approval:
Chris A. Vogt, P.E.
Public Works Director/City Engineer

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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PROJECT
LOCATION



LOCATION MAP

Public Works Department
Capital Projects Division

Scale: None

ATTACHMENT "A"

DAY STREET ROADWAY IMPROVEMENTS
ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE
PROJECT NUMBER 02-89266920

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AGREEMENT

PROJECT NO. 02-89266920

**STREET IMPROVEMENTS FOR DAY STREET
FROM ALESSANDRO BOULEVARD TO COTTONWOOD AVENUE**

THIS 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 **Hillcrest Contracting, 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. none inclusive, issued prior to the opening of the Bids
 - c. The bound Bid Documents
 - d. The Special Provisions which include the General Provisions and Technical Provisions, 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 **\$1,663,138.05**, 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 Agreement documents therefore and the requirements of the Engineer under them.

4. The Contractor hereby agrees to order materials pursuant to this Agreement 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 Agreement 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 (100) working days** after said date in the "Notice to Proceed with Construction," except as

Attachment "B"

**AGREEMENT
PROJECT NO. 02-89266920**

adjusted by subsequent Contract Change Order(s).

5. The City and Contractor hereby agree that in case all ordering of materials and construction called for under the Agreement 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 shall furnish the City with a certificate of insurance evidencing liability insurance policy or policies which shall provide coverage for owned and non-owned automobiles; manufacturers and Contractor's liability; broad form property damage in any case where the Contractor has any property belonging to the City in his care, custody or control; owners and Contractor's protective liability; blanket contractual liability; products and completed operations coverage; coverage for collapse, explosion, and where any excavation, digging or trenching is done with power equipment; and shall bear an endorsement containing the following Provisions:

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

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

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

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

**AGREEMENT
PROJECT NO. 02-89266920**

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 Agreement 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. 02-89266920**

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 Agreement 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 Agreement. 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 Agreement 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), 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, subcontractors or suppliers, and all expenses of investigating and defending against the same; provided, however, that this indemnification and hold harmless shall not include any claims arising from the sole negligence or willful misconduct of the City, RDA, and CSD, its officers, agents, or employees.

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

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

14. Should either party bring any legal or equitable action for the purpose of protecting or enforcing its

AGREEMENT
PROJECT NO. 02-89266920

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 Agreement.

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)

**AGREEMENT
PROJECT NO. 02-89266920**

CITY OF MORENO VALLEY,
Municipal Corporation

Hillcrest Contracting, Inc.

BY: _____
City Manager

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

General Partners must sign on behalf of the partnership.

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

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 02-89266920

**STREET IMPROVEMENTS FOR DAY STREET
from Alessandro Boulevard to Cottonwood Avenue**

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 Hillcrest Contracting, Inc., 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, and identified as **PROJECT NO. 02-89266920**, 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, 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. 02-89266920**

BOND NO. _____

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

BIDDER

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____

Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this

_____ day of _____ 20_____

City Attorney
City of Moreno Valley

NOTE:

- 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 may be affixed hereto.

BOND NO. _____

PREMIUM \$ _____

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

PROJECT NO. 02-89266920

**STREET IMPROVEMENTS FOR DAY STREET
from Alessandro Boulevard to Cottonwood Avenue**

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 Hillcrest Contracting, Inc., 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, and identified as **PROJECT NO. 02-89266920**, is hereby referred to and made a part hereof; and

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

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

THE CONDITION OF THIS OBLIGATION IS SUCH, that if said Contractor, his or her or its heirs, executors, administrator, successors or assigns, or subcontractors, shall fail to pay any of the persons described in the State of California Civil Code, Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Contractor and his or her subcontractors, pursuant to Section 13020, of the Unemployment Insurance Code, with respect to such work and labor, that the Surety or Sureties herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In the event suit is brought upon this bond by the City or other person entitled to bring such an action and 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. 02-89266920**

BOND NO. _____

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

BIDDER

SURETY

Contractor Name: _____

Name: _____

Address: _____

Address: _____

Telephone No.: _____

Telephone No.: _____

Print Name: _____

Print Name: _____
Attorney-in-Fact

Signature: _____

Signature: _____

Approved as to Form this
_____ day of _____, 20____

City Attorney
City of Moreno Valley

NOTE:

- 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 may be affixed hereto

W:\CapProj\CapProj\PROJECTS\Larry - 02-89266920 - Day St\CC Reports\Staff Report - NOA 052510 Attachment B.doc

ASSIGNMENT OF CONSTRUCTION AGREEMENT

Whereas, on _____, the City of Moreno Valley entered into a Construction Agreement for Day Street Roadway Improvements from Alessandro Boulevard to Cottonwood Avenue ("Agreement") with Hillcrest Contracting, 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

Hillcrest Contracting, Inc.

By: _____
William Bopf
City Manager

By: _____
Glenn J. Salsbury
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"

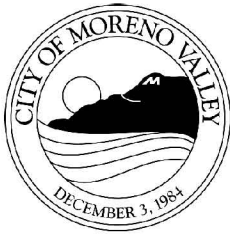
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**MINUTES - REGULAR MEETING OF MAY 11, 2010 (Report
of: City Clerk's Department)**

Recommendation: Approve as submitted.

SEE AGENDA ITEM A.2

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>Rut</i>
CITY MANAGER	<i>WAB</i>

Report to City Council

TO: Mayor and City Council

FROM: Steve Elam, Interim Financial & Administrative Services Director

AGENDA DATE: May 25, 2010 (Continued from May 11, 2010)

TITLE: PUBLIC HEARING TO CONSIDER FEE SCHEDULE FOR FISCAL YEAR 2010-11

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Conduct a Public Hearing to receive public input on the proposed Fee Schedule for Fiscal Year (FY) 2010-11; and
2. Adopt Resolution No. 2010-23, approving the Fee Schedule for FY 2010-11.

BACKGROUND

The guiding principle behind user fee cost recovery, as established in the California Government Code, is that a jurisdiction is entitled to recover the estimated reasonable cost of providing a service for which a fee is charged, but not to recover more than its estimated reasonable cost. The City's Fee Schedule is based upon this principle.

In 2005, a comprehensive review of the City's user fee structure and cost recovery policies was conducted with the assistance of the consulting firm DMG-Maximus. Building & Safety fees were excluded from this review and are based on an earlier study conducted by DMG-Maximus in 1999. One of the major policy decisions approved by the City Council in 1999, and which has continued to the present, is to adjust user fees each year based on the year-over-year change in February Consumer Price Index (CPI), All Items, for Los Angeles-Riverside-Orange County. This policy of adjusting fees based on the annual change in CPI provides a mechanism for user fees to be adjusted annually to keep pace with inflationary cost increases incurred by the City without the need for a comprehensive review of fees each year.

DISCUSSION

Although the City's user fees, in general, are adjusted based on the annual change in CPI, the annual process for establishing the recommended Fee Schedule provides City departments the opportunity to recommend other actions, as appropriate, with respect to their fees. Department fee recommendations may include a number of different actions including the following:

1. Adding new fees as recommended;
2. Deleting certain fees that are no longer applicable;
3. Moving a certain fee from one department/program to another to reflect changes in program oversight;
4. Revising a fee description to more accurately reflect the nature of the service provided;
5. Recommending a fee adjustment different than CPI if the cost of providing the service has materially changed in the past year; and
6. Recommending a different methodology for charging a given fee to achieve more equitable cost recovery.

In order to ensure consistency among departments, all new fees or fees that are proposed to increase are based on a uniform cost analysis methodology. All proposed fee additions, deletions or revisions have been identified in red text in the proposed Fee Schedule to make them more easily identifiable.

In an effort to support the local economy during the current economic recession, the proposed Fees Schedule reflects no across-the-board inflationary adjustment, even though the CPI supports a small increase in fees. Data released from the Bureau of Labor Statistics (BLS) indicate an increase in the Los Angeles-Riverside-Orange County CPI from February 2009 (221.439) to February 2010 (224.620) of 1.44%. In those cases in which a fee increase is recommended, it is for reasons other than general inflation, with justification provided below.

Community Development Department / Code & Neighborhood Services Division

At the request of the City Council, staff developed basic regulations for the operation of an official Rotational Tow Service Program in police emergency situations, removal of illegally parked vehicles, vehicles that are being operated contrary to law; and/or in the removal of vehicles which are apparently abandoned, or involved in an accident, or which constitute an obstruction to traffic because of mechanical failure. The Program also establishes regulations and procedures for the abatement of abandoned, inoperative and dismantled vehicles as set forth in the Moreno Valley Municipal Code.

The direction from the City Council in creating such a Program is to provide a fair and impartial means of distributing requests for towing services among qualified firms, and to ensure that such service is prompt and reasonably priced, and in the best interests of the public as well as the interest of efficient policing operations for the removal of such vehicles from public streets.

The proposed official Rotational Tow Service Program will require a towing business to file an application in response to a City Request for Proposals (RFP). Those towing businesses submitting an application for consideration by the City Council will pay an application fee to cover staff's time in evaluating its proposal. Since this is a new Program, staff is without supporting data as to the time and effort it will take to evaluate Rotational Tow Service Program applications.

The Program would require staff of the City Manager's and City Attorney's Offices and the Community Development, Human Resources, Police, and Financial & Administrative Services Departments to evaluate an application. The estimated time staff would spend to review an application was multiplied by a fully-burdened blended hourly rate to establish an application fee of \$2,828.

If a contract is approved by the City Council permitting a towing business to participate in the City's official Rotational Tow Service Program, it will be for five years. During the contract period, staff will be responsible to: (1) monitor the contracts; (2) perform site visits/inspections; (3) review monthly reports; (4) investigate complaints; (5) conduct annual meetings; and (6) coordinate special programs and scheduled checkpoints. A \$5,000 deposit will be posted by a tow business to cover the City's cost in administering the contracts. Staff from the aforementioned City departments will charge their actual fully-burdened rate to the deposit for full cost recovery. If the balance of the deposit drops below \$500, staff will require the applicable tow business, per City Council agreement, to replenish the fund. Failure to replenish the deposit would be grounds for suspension or removal from the Program. The Code & Neighborhood Services Division of the Community Development Department will be charged with the responsibility of the Program's management and oversight.

Unlike the Police Department, the Code & Neighborhood Services Division does not charge a "Vehicle Release Fee" when an owner of a vehicle or his/her authorized representative requests the vehicle be returned. Staff is recommending that a fee of \$74 be charged when a vehicle is released. Since staff has not charged such a fee in the past, the fee is based on the estimated time City staff would take to release the vehicle. Staff will monitor the actual time required and, in future updates of the Fee Schedule, will adjust the fee based on an analysis of actual costs incurred during the preceding period.

The proposed new Rotational Tow Service Program and its associated fees have been reviewed and are supported by the Public Safety Subcommittee.

Community Development Department / Planning Division

The Community Development Department proposes the following changes in the Planning Division fees:

<u>Fee Title</u>	<u>Proposed Change</u>	<u>Justification</u>
Change of Zone	Increase Deposit from \$2,700 to \$3,000	Better reflects average time and materials

<u>Fee Title</u>	<u>Proposed Change</u>	<u>Justification</u>
Expanded Initial Study	Change to "Expanded Initial Study/Environmental Study Review"	Better reflects purpose of fee
	Change Deposit from \$500 to "\$500 per Study"	Better reflects purpose and scale of fee
General Plan Amendment	Increase Deposit from \$2,500 to \$3,000	Better reflects average time and materials
Land Development Grading Revision/4th and Subsequent Reviews	New fee – add under Plan Check and Inspection category – "\$71 per sheet"	Covers service currently provided without cost recovery
Planning Letter – Interpretation and Research Required	Increase Deposit from \$203 to \$250	Better reflects average time and materials
Planning Review of Building Permits (Land Development Approval)	Delete "(Land Development approval)"	Better reflects purpose of the fee
Property Posting	Change fee from \$105 to "\$140 per street frontage + \$75 per project"	Better reflects actual direct cost and adds administrative support cost
Sign Program	Increase Deposit from \$500 to \$650	Better reflects average time and materials
Sign Program Amendment	Increase Deposit from \$250 to \$325	Better reflects average time and materials

Financial & Administrative Services Department

There are no proposed changes in actual fees; only clarifications in fee descriptions and units of measure in the Animal Services Division's fees.

Fire Department

The Fire Department is requesting to raise the CPR and First Aid Class fees from \$30 per student to \$65 per student in order to recover a majority of the costs associated with this program. In the past, City Council has elected to subsidize the cost of the CPR and First Aid Program so that the community would be encouraged to take this course in order to help emergency responders save lives by having citizens initiate CPR and First Aid prior to the arrival of the emergency responders. The increase in CPR fees would cover the personnel costs and other direct costs associated with this program, which include the cost for staff time to administer and teach the classes; the cost of the contract CPR instructors, as only one instructor is allowed to teach eight students at one time; CPR and First Aid books that are required by the American Heart Association to be given to the students to take home; the CPR cards; the cost of the Security Guard to be present while City Hall is open on Saturdays; and the cost for Facilities Maintenance staff to set up the Council Chambers. (This last cost component will no longer be incurred once the Emergency Operations Center is opened later this year; therefore, it has not been included in the proposed \$65 per person fee.)

By increasing the CPR fee to \$65 per person, the program will become self sufficient in generating enough revenue to cover the actual costs associated with administrating this program. This fee is also in line with what neighboring jurisdictions charge for similar courses. The Center for Healthcare Education in Riverside charges \$62 for both the Basic Healthcare Provider Course and the Heartsaver and First Aid Course. The American Red Cross, which utilizes a different curriculum from the American Heart Association, charges \$75 for a Basic Healthcare Provider Course and \$85 for a Heartsaver and First Aid Course. The City of Temecula charges \$40 for both their Heartsaver and BLS Healthcare Provider courses. In order to keep the City's CPR and First Aid Class fees in line with neighboring jurisdictions, the Fire Department is requesting to only recover the personnel and other direct costs associated with this program, and not the indirect costs, as this would cause the class fee to increase to \$109 per student. It is not expected that Moreno Valley residents will opt to take this course elsewhere based on the cost comparison that has been provided.

The Fire Department is also requesting to establish fees for all open space parcels that are regulated under the City's Hazard Reduction Inspection Program. This program was established to mitigate the threat that unmaintained open space land presents to the community. Failure to adequately clear open space land of native fuels and noxious weeds presents an increased risk to community safety, property and the environment. By conducting site inspections on all open space parcels, the Fire Department is able to ensure that all reasonable steps necessary to safeguard the City against the threat of wildfire have been achieved. These inspections are scheduled annually beginning April 1st and continuing through July 1st. There are three different fees being proposed based on the size of the parcel to be inspected as follows:

- \$50 for parcels less than one acre;
- \$75 for parcels more than one acre and less than 5 acres;
- \$100 for parcels greater than 5 acres.

The fees would be assessed to all parcels defined as open space land and where legally permitted. Any fees associated with failure to comply and Fire Department ordered abated land would be pursued separately from this inspection fee. These proposed fees would be collected as part of the annual property tax bill through the County of Riverside.

By establishing an inspection fee for the Hazard Reduction Program, the program costs would be spread over all parcels subject to inspection rather than just those parcels that are non-compliant, which has been the past practice. Additionally, the program would become self sufficient in generating enough revenue to cover the costs associated with administrating this program. These fees would allow the City to hire entry-level staff to conduct these important inspections, while keeping the professional Fire Inspectors available to conduct technical new construction inspections, annual fire and life safety inspections, issue permits, perform citizen complaint follow-up, and plan check services. This fee is also consistent with how other counties administer their Hazard Reduction/Weed Abatement programs. In order to keep the City's Hazard Reduction Inspection fees in line with actual costs, the Fire Department believes that the establishment of multiple fees based on parcel size is the best means of ensuring that fair and equitable cost recovery is achieved and that costs remain as low as possible for the City's landowners.

The proposed new Hazard Abatement fee has been reviewed and is supported by the Public Safety Subcommittee.

At its meeting of April 12, 2010, the Public Safety Subcommittee discussed imposing annual Fire and Life Safety Inspections. The Subcommittee was of the opinion that Fire and Life Safety Inspection fees should apply or not apply to all such inspections conducted by the Moreno Valley Fire Department, whether the inspections are conducted by Fire Operations (contract) or Fire Prevention (City) personnel. The fee is presently charged when Fire Prevention staff conducts the inspection but not when an engine company conducts the inspection. **The Subcommittee and staff are seeking City Council policy direction on this matter to charge the fee to all businesses or to no businesses.**

Parks & Community Services Department

Although included in the existing Fee Schedule under the Recreation Program category, the proposed Park Reservation fees have been revised to explicitly state the policy of charging a mark-up for non-residents and raising the mark-up from 25% to 30%, as well as to delete the unused Athletic Field Reservation categories. Unused Snack Bar fees have also been deleted.

Athletic Field Lighting categories in which the fees are the same have been consolidated into a single fee. The Over 4 Hour Play section has several fees that are proposed for increase, as well as description changes that clarify how facilities are actually used. The increased costs more accurately reflect actual personnel costs.

A new Park Fee is proposed for reserving a Park Area. This fee reflects the staff and Park Ranger time required to ensure that residents can reserve an area of a park as opposed to a shelter.

Several fees are proposed for addition to the Conference and Recreation Center (CRC) section of the Fee Schedule. The first two new fees enable the Parks & Community Services Department to recuperate expenses related to CRC usage by City-sponsored events after 5:00 pm on weekdays or on weekends. This fee did not previously exist and caused the Parks & Community Services Department to underwrite all such events.

A second User Group is proposed in response to the City Council's direction that reduced fees be made available for other governmental and educational institutions. The range of the security deposits was adjusted to require smaller security deposits in an effort to attract additional users to the CRC; no security deposits are proposed for the new User Group.

Public Works Department

Moreno Valley Electric Utility fees have historically been identified in the *City of Moreno Valley Electric Service Rules, Fees and Charges* document. The applicable fees from this 63-page document have been added to the proposed Fee Schedule so that the proposed Fee Schedule is the comprehensive source for all City fees. No fee changes are proposed to Electric Utility at this time.

Land Development is not proposing new fees or increasing existing fees. However, revisions have been made to text in order to clarify the fee description and revisions to fee amounts that are additive and part of a tiered system in order for a subsequent tier to be mathematically correct. Meeting and teleconference costs associated with preliminary and final Water Quality Management Plans are made consistent with each other.

The Special District Formation Application fee is proposed to be divided into two fees-- the Special District Formation Application fee and the Special District Formation/Bond Issuance fee. The application fee is proposed to be set at \$5,000 to be consistent with the Special Districts Financing Policy, Fiscal Policy #3.7, adopted May 13, 2008. The Special District Formation/Bond Issuance fee is recommended at 1% of the bond issue, with a \$50,000 minimum, which is necessary to recover the costs associated with staff time to process the application and to recover the costs associated with staff time relating to forming the district and issuing bonds.

The Fixed Charge Tax Bill Revisions fee is proposed to be adjusted from \$47 plus County Fee to just the amount of the County Fee. Also, the previous note has been removed regarding the \$6.98 fee from the County. To avoid conflicts with the County fee schedule, this fee category should only reference the County and not provide a dollar amount.

Fee Schedule Implementation

The proposed updates to the Fee Schedule are scheduled to become effective July 26, 2010 due to the 60-day waiting period required for increases to development-related fees by Government Code Section 660016-17.

Other Fees Included as Reference Only

Development Impact Fees and Conduit Financing Fees are included in the proposed Fee Schedule as a convenient reference, even though they are not adjusted through the annual user fee adoption process.

ALTERNATIVES

The following alternatives are available to the City Council:

1. Following the public hearing, adopt Resolution No. 2010-23, approving the proposed Fee Schedule for FY 2010-11.
2. Following the public hearing, modify the proposed Fee Schedule prior to adopting Resolution No. 2010-23.
3. Provide staff with further direction.

Staff recommends Alternative No. 1.

FISCAL IMPACT

User fees included in the City's Fee Schedule generate revenues that enable the City to provide a wide variety of services requested by our constituents. For FY 2010-11, these revenues are projected to be approximately \$13 million, which includes the General Fund and various zones in the Community Services District (CSD).

CITY COUNCIL GOALS

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

SUMMARY

It has been City Council's policy to adjust user fees annually to reflect changes in the February Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County region. The applicable CPI has increased slightly (1.44%) in the past year; however, staff is recommending no across-the-board inflationary adjustment in an effort to support the local economy. Other fee adjustments are recommended, where appropriate, to better reflect the City's actual cost of providing the applicable service, to achieve more equitable cost recovery, or to clarify how fees are applied. It is recommended that City Council adopt Resolution No. 2010-23 approving the Fee Schedule for FY 2010-11.

NOTIFICATION

The City Council meeting of May 11, 2010, which was then continued to May 25, 2010, has been properly noticed as a Public Hearing to consider the proposed FY 2010-11 Fee Schedule.

ATTACHMENTS/EXHIBITS

Resolution No. 2010-23 (PG 453-454)

Exhibit "A" - Proposed Schedule of City Fees, Charges and Rates, Fiscal Year 2010-11 (PG 455-543)

Prepared By:
Steve Hargis
Acting Treasury Operations Division Manager

Department Head Approval:
Steve Elam
Interim Financial & Administrative Services Director

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

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RESOLUTION NO. 2010-23

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

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

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

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

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

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

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

1. The fee schedule attached as Exhibit "A" hereto is hereby approved and adopted.

2. Where services are performed for the City by another governmental agency, the fees charged by the City shall be adjusted upward or downward to reflect fluctuations, if any, in the price which the City pays to the other government agency for such services. Such adjustments shall be made as the fluctuations occur if imposed upon the City without recourse.

3. All prior enactments of the City Council establishing fees for services, materials, impact and mitigation are hereby repealed to the extent that such enactments establish fees for services, materials and mitigation which are different than the fees established therefore by this Resolution, but shall otherwise remain in full force and effect.

4. All fees established by this Resolution shall, when collected, be paid to the City Treasurer for deposit into the General Fund of the City or into such special funds as may be otherwise required by law.

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

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

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

8. If a deposit has been made on account of a fee or charge, and where the deposit is insufficient to pay the later-determined actual fee or charge, the balance due shall be paid to the City before any associated entitlement or permit is issued to the applicant. If the amount of the deposit exceeds the later-determined actual fee or charge, the overage shall be refunded to the applicant, except that an overage of one dollar or less shall not be refunded but shall be transferred to the General Fund of the City.

9. The fees approved, increased and established herein shall become effective July 26, 2010.

APPROVED AND ADOPTED this 25th day of May, 2010.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

Resolution No. 2010-23
Date Adopted: May 25, 2010



City of Moreno Valley

Schedule of City Fees, Charges and Rates

Fiscal Year 2010-11

Resolution No. 2010-23
Date Adopted: May 11, 2010

City of Moreno Valley

Schedule of City Fees, Charges and Rates Fiscal Year 2010-11

	<u>Department / Division</u>	<u>Page No.</u>
Section 1 -	City Clerk	1
Section 2 -	City Manager	
	Cable TV Administration and Programming	2
Section 3 -	Community Development	
	Building and Safety	3
	Code and Neighborhood Services	9
	Planning	10
Section 4 -	Financial & Administrative Services	
	Animal Services	17
	Financial Operations	22
	Treasury Operations	22
Section 5 -	Fire	23
	Emergency Operations and Volunteer Services	34
Section 6 -	Library Services	35
Section 7 -	Parks and Community Services	
	Parks	37
	Recreation Programs	39
	Park Reservations	46
	Facility Rental	51
Section 8 -	Police	58
Section 9 -	Public Works	
	Administration	61
	Electric Utility	62
	Land Development	63
	Maintenance and Operations	76
	Special Districts	77
	Transportation Engineering	79
Section 10 -	Miscellaneous Fees and Charges	81
Section 11 -	Penalties and Delinquent Fee Schedule for Parking Violations	82
Section 12 -	Development Impact Fees	85
Section 13 -	Conduit Financing Fees	87

Section 1 - City Clerk

Exhibit "A"

	<u>Unit</u>	<u>Fee</u>	
Agenda Subscription	per Year	\$ 102.00	
Certification of Public Records	Each	\$ 6.00	
Minutes Subscription	per Year	\$ 102.00	
Municipal Code and Code Supplements	per Page	\$ 0.20	+mailing costs
Nomination Papers Filing Fee	Each	\$ 25.00	Pursuant to §10228 of the CA Elections Code
Notice of Intent Filing Fee	Each	\$ 200.00	Pursuant to § 9202 of the CA Elections Code
Audio Tape Recordings of Council Meetings	per Tape	\$ 2.00	
Fair Political Practices Commission (FPPC)	per Page	\$ 0.10	

-457-

Item No. E.1

Section 2 - City Manager

	<u>Unit</u>	<u>Fee</u>
<u>Cable TV Administration and Production</u>		
Video Recordings of Council Meetings	per Tape	\$ 1.00
Recordings of Council Meetings on DVD	per DVD	\$ 2.00
Recording of Council Meetings on CD (Audio only MP3 file)	per CD	\$ 1.00

Section 3 - Community Development

Building and Safety

	Unit	Fee
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[Revised statement moved to Section 10 - Miscellaneous Fees and Charges.]

[Note: Projects equal to or in excess of \$50,000,000 in total value will qualify to be considered for inclusion in the City's pilot program utilizing Time and Material charging/billing methodology for plan checks and inspections. For more information on this pilot program please contact the City Manager's Office.]

Water Heater Permit	Each	\$ 60.00
Water Heater Permit Re-inspection	Each	\$ 60.00

Residential Tract Unit

Note: Residential tract plan check fees and residential tract housing inspection fees are based on the following tables:

1 Story Permit		
<= 1,400 sq ft		\$ 454.00
> 1,400 sq ft	per 50 sq ft	\$ 7.10
1 Story Plan Check		
<= 1,400 sq ft		\$ 641.00
> 1,400 sq ft	per 50 sq ft	\$ 6.52
1.5 Story Permit		
<= 1,400 sq ft		\$ 525.00
> 1,400 sq ft	per 50 sq ft	\$ 8.00

-459-

Item No. E.1

Section 3 - Community Development

	<u>Unit</u>	<u>Fee</u>
<u>Building and Safety</u>		
1.5 Story Plan Check		
<= 1,400 sq ft		\$ 792.00
> 1,400 sq ft	per 50 sq ft	\$ 8.60
2 Story Permit		
<= 1,400 sq ft		\$ 637.00
> 1,400 sq ft	per 50 sq ft	\$ 8.89
2 Story Plan Check		
<= 1,400 sq ft		\$ 792.00
> 1,400 sq ft	per 50 sq ft	\$ 8.60
Identical Unit Plan Check	per Unit	\$ 88.00
Structural Alterations		
1 Story		
<= 1,400 sq ft		\$ 372.00
> 1,400 sq ft	per 50 sq ft	\$ 2.98
1.5 Story		
<= 1,400 sq ft		\$ 391.00
> 1,400 sq ft	per 50 sq ft	\$ 4.45
2 Story		
<= 1,400 sq ft		\$ 391.00
> 1,400 sq ft	per 50 sq ft	\$ 4.45

Section 3 - Community Development

Exhibit "A"

	<u>Unit</u>	<u>Fee</u>
<u>Building and Safety</u>		
Non-Structural Alterations		
1 Story		
<= 1,400 sq ft		\$ 156.00
> 1,400 sq ft	per 50 sq ft	\$ 1.48
1.5 Story		
<= 1,400 sq ft		\$ 194.00
> 1,400 sq ft	per 50 sq ft	\$ 2.07
2 Story		
<= 1,400 sq ft		\$ 194.00
> 1,400 sq ft	per 50 sq ft	\$ 2.07

Building Permit Fees

1997 Uniform Administrative Code fees

Building Plan Check Fees

When building plans are required by the Building Official, plan check fees shall be equal to the building permit fee (100%) and shall be paid at the time of submitting plans, excluding the permit issuance fee.

-461-

Item No. E.1

Section 3 - Community Development

	<u>Unit</u>	<u>Fee</u>
<u>Building and Safety</u>		

Electrical Permit Fees

1997 Uniform Administrative Code fees

Note: An Electrical Permit Fee is separate from, and in addition to, the fee for any other permit which may be required by other code provisions.

Electrical Plan Check Fees

Whenever electrical plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Mechanical Permit Fees

1997 Uniform Administrative Code fees

Note: A mechanical permit fee is separate from, and in addition to, the fee for any other permit, which may be required by other code provisions.

Mechanical Plan Check Fees

Whenever mechanical plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Plumbing Permit Fees

1997 Uniform Administrative Code fees

Note: A plumbing permit fee is separate from, and in addition to, the fee for any other permit, which may be required by other code provisions.

Section 3 - Community Development

Exhibit "A"

Building and Safety

Unit

Fee

Plumbing Plan Check Fees

Whenever plumbing plans are required by the Building Official, plan check fees shall be (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Pool and Spa Permit Fees

1997 Uniform Administrative Code

Pool and Spa Plan Check Fees

Whenever specific plans are required by the Building Official, plan check fees shall be equal to the electrical permit (100%) and shall be paid at the time of submitting plans, excluding the permit fee.

Note: These fees do not include the permit fees for any parts of the pool and spa system which are subject to the requirements of other applicable codes.

Miscellaneous Fees

Minimum Permit Fee	Each	\$ 122.00
Permit Issuance	Fee	\$ 32.00

-463-

Item No. E.1

Section 3 - Community Development

	<u>Unit</u>	<u>Fee</u>
<u>Building and Safety</u>		
<u>Investigation Fees</u>		
For work that is under construction for which no permit has been obtained, the investigation fee shall be equal to the value set forth in this Resolution for permit fees (building, electrical, mechanical, plumbing, etc). Plan check fees may be assessed as directed by the Building Official.		
Research/ Administration Fee		
First 15 minutes		No charge
Each additional 30 minutes or fraction thereof		\$ 32.00
Re-inspection fees approved by the Building Official	per Hour	\$ 122.00
Inspections for which no fee is specifically identified	per Hour	\$ 122.00
Additional plan review required by changes, additions or revisions to approved plans or incomplete plan check re-submittal after 3 reviews	per Hour	\$ 122.00
Inspection outside of normal business hours (2 hr min)	per Hour	\$ 122.00 *
* Or the fully burdened hourly rate cost to the City, whichever is greater		
Premium Inspection - During business hours (Inspection provided within 2 hours after payment)		\$ 122.00
Certificate of Occupancy Inspection	Each	\$ 178.00

Section 3 - Community Development

Exhibit "A"

<u>Code and Neighborhood Services</u>	<u>Unit</u>	<u>Fee</u>	
Re-inspection Fee for Failed Compliance	Each	\$ 181.00	
Nuisance Abatement Administrative Fee			
Level 1 (4 hrs or less)	Each	\$ 240.00	
Level 2 (more than 4 hrs)	Hourly	\$ 89.00	
Removal of Signs in Right-of-Way			
Sign Removal	Each	\$ 25.00	
Surcharge on signs requiring special equipment or additional labor to remove	Each	\$ 53.00	or actual cost of removal whichever is greater
Lost or Stolen Parking Ticket Recovery	Each	\$ 11.00	
Drive-off Parking Violation	Each	\$ 18.00	
Department of Motor Vehicle (DMV) Hold	Each	\$ 10.00	or current DMV rate
Certificate of Correction		\$ 141.00	
Rotational Tow Service Program			
Application	Each	\$2,828.00	
Agreement	Deposit	\$5,000.00	Actual charge is "fully burdened" rate charge
Rotational Tow Vehicle Release Fee	Each	\$ 74.00	

-465-

Item No. E.1

Section 3 - Community Development

	<u>Unit</u>	<u>Fee</u>	
<u>Planning</u>			
Agenda Subscription	Annual	\$ 100.00	
Annexation Process and Environmental Review	Deposit	\$ 5,000.00	Actual charge is "fully burdened" rate charge
Appeal		\$ 750.00	
Change of Zone	Deposit	\$ 2,700.00 \$ 3,000.00	Actual charge is "fully burdened" rate charge
Conditional Use Permit		\$ 7,864.00	Plus applicable environmental review, notice, posting and acreage/per unit fees
Conditional Use Permit: Admin & Existing Structure		\$ 4,616.00	Plus applicable notice and posting fees
Conditional Use Permit (Com/Ind)	per Acre	\$ 65.00	
Conditional Use Permit: Amended CUP/Substantial Conformance		\$ 4,168.00	Plus applicable notice and posting fees
Custom Home Review		\$ 860.00	
Development Agreement	Deposit	\$ 7,400.00	Actual charge is "fully burdened" rate charge

Section 3 - Community Development

Exhibit "A"

Planning

	<u>Unit</u>	<u>Fee</u>	
Development Agreement Amendment	Deposit	\$ 3,225.00	Actual charge is "fully burdened" rate charge
Development Agreement Annual Review	Deposit	\$ 1,000.00	Actual charge is "fully burdened" rate charge
Development Code Amendment	Deposit	\$ 5,000.00	Actual charge is "fully burdened" rate charge

Environmental Review

EIR Report Preparation	Deposit	\$ 7,000.00	Actual charge is "fully burdened" rate charge
Expanded Initial Study / Environmental Study Review	Deposit	\$500 per Study	Actual charge is "fully burdened" rate charge
Environmental Assessment		\$ 753.00	
Environmental Mitigation Monitoring	Deposit	\$ 3,500.00	Actual charge is "fully burdened" rate charge
Extension of Time		\$ 2,609.00	
General Plan Amendment	Deposit	\$ 2,500.00 \$3,000.00	Actual charge is "fully burdened" rate charge
Home Occupation Permit		\$ 68.00	

-467-

Item No. E.1

Section 3 - Community Development

	Unit		Fee	
<u>Planning</u>				
<u>Plan Check and Inspection</u>				
Residential (1 st through 3 rd Review)			\$ 486.00	
Non-Residential (1 st through 3 rd Review)			\$ 727.00	
Re-inspection			\$ 142.00	
4th and subsequent (Land Development Reviews)	Per Sheet		\$ 71.00	
4th and subsequent (All Other Reviews)				100% of original fee
Newspaper Notice			\$ 285.00	
Phasing Map			\$ 1,955.00	
<u>Planning Letter</u>				
Basic			\$ 84.00	
Interpretation and Research Required	Deposit		\$ 203.00	Actual charge is "fully burdened" rate charge
			\$ 250.00	
Planning Review of Building Permits (Land Development approval)			\$ 178.00	+5% of plan check fee

Section 3 - Community Development

Exhibit "A"

Planning

Plot Plan

	Unit	Fee	
With hearing		\$ 8,274.00	Plus applicable environmental review, notice, posting and acreage/per unit fees
(Note: More than one may be charged for projects with multiple buildings or parcels)			
Without hearing (notice)		\$ 5,652.00	Plus applicable environmental review, notice, posting and acreage/per unit fees
Without hearing (no notice)		\$ 2,702.00	
Amended plot plan/substantial conformance		\$ 2,940.00	
Multi-Family	per Unit	\$ 30.00	
Plot Plan Conditional Use Permit (Com/Ind)	per Acre	\$ 65.00	
Administrative (Includes second units and granny flats)		\$ 607.00	
Property Posting		\$ 105.00 \$140 per street frontage + \$75 per project	
Pre-application Review		\$ 561.00	

-469-

Item No. E.1

Section 3 - Community Development

	<u>Unit</u>	<u>Fee</u>	
<u>Planning</u>			
Renewal Fee			50% of original fee
Reversion to Acreage	Deposit	\$ 1,500.00	Actual charge is "fully burdened" rate charge
<u>Signs</u>			
Banner		\$ 31.00	
Permit: Wall		\$ 87.00	
Permit: Monument		\$ 346.00	
Permit: Pole and Freeway		\$ 578.00	
Review Program	Deposit	\$ 500.00 \$ 650.00	Actual charge is "fully burdened" rate charge
Program Amendment Review	Deposit	\$ 250.00 \$ 325.00	Actual charge is "fully burdened" rate charge
Special Event Permit		\$ 34.00	
Specific Plan	Deposit	\$ 17,000.00	Actual charge is "fully burdened" rate charge
Specific Plan Amendment	Deposit	\$ 8,000.00	Actual charge is "fully burdened" rate charge

Section 3 - Community Development

Exhibit "A"

Planning

	<u>Unit</u>	<u>Fee</u>	
Subdivision Sales Office (Trailer) and Model Home Complexes-Temporary		\$ 862.00	
Temporary Use Permits		\$ 241.00	
<u>Tentative Parcel Map</u>			
Residential		\$ 6,709.00	+
additional lot	per Lot	\$ 87.00	
			+ applicable environmental review and applicable notice and posting fees.
Commercial		\$ 7,422.00	+
additional lot	per Lot	\$ 87.00	
			+ applicable environmental review and applicable notice and posting fees.
Waiver	Deposit	\$ 1,000.00	Actual charge is "fully burdened" rate charge plus applicable notice and posting fees.
Tentative Tract or Condo Map		\$ 8,497.00	+
additional lot	per Lot	\$ 72.00	
			+ applicable environmental review and applicable notice and posting fees.
Tentative Tract or Parcel Map Revised		\$ 4,229.00	Plus applicable notice and posting fees

-471-

Item No. E.1

Section 3 - Community Development

Planning

	Unit	Fee
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Variance from Standards

Public Hearing Variance		\$ 2,618.00	Plus applicable notice and posting fees
Administrative Variance		\$ 474.00	

Notes:

The environmental review fee shall be charged only one time for concurrently filed major developmental review applications. For example, the fee for a concurrently filed Parcel Map and Plot Plan will be the sum of the respective fees minus one environmental review fee.

Fees for quasi-public uses shall be reduced by 25%.

Section 4 - Financial & Administrative Services

Exhibit "A"

Animal Services

	Unit	Fee
Adoption Fee (Does not include the cost for spay/neuter)		
Dogs	Each	\$ 30.00
Cats	Each	\$ 19.00
Rabbit, Hamsters and Guinea Pigs	Each	\$ 10.00
Other Animals *	Each	\$ 10.00
* Fee for "Other Animals" not to exceed the fair market price		
Deposits (Refundable)		
Rabies Vaccination	Each	\$ 20.00
Spay & Neuter	Each	\$ 75.00
Owner Relinquishment		
Dog/Cat*	Each	\$ 22.00
Dog/Cat-Litter*	Each	\$ 22.00
Other Domestic*	Each	\$ 10.00
* Owner may be asked to pay for the cost of spay/neuter and/or vaccines		
** Out of area animals are accepted at the discretion of shelter staff based on adoptability and shelter population		
Owner Requested Companion Pet Euthanasia		
Small/Medium (0-50 lbs)	Each	\$ 22.00
Medium/Large (> 50 lbs)	Each	\$ 26.00
Litter (up to 8)	Each	\$ 22.00
Litter (each add'l >8)	Each	\$ 2.00
Deceased Animal Disposal		
Small/Medium (0-50 lbs)	Each	\$ 18.00
Medium/Large (51+ lbs)	Each	\$ 22.00
Cremation of Deceased Companion Pets		
Base Fee (Includes container)	Each	\$ 90.00
Additional pounds > 60lbs	per Pound	\$ 1.00

-473-

Item No. E.1

Section 4 - Financial & Administrative ServicesAnimal Services

Animal Redemption

	<u>Unit</u>	<u>Fee</u>
1st Impound	Per Animal	\$ 20.00
2nd Impound	Per Animal	\$ 40.00
3rd Impound	Per Animal	\$ 56.00
More than 3 (each occurrence)*	Per Animal	See Note *
Small Livestock **	Per Animal	\$ 29.00
Large Livestock **	Per Animal	\$ 58.00
Other (birds, reptiles, etc)	Per Animal	\$ 19.00

* Impound fee will increase by \$50 for each additional occurrence. For example the 4th occurrence would be \$106, the 5th occurrence would be \$156 etc.

** Trailering Fee
\$ 57.00
+ actual cost for ACO

Boarding

Dogs, Cats & Other	Per Day	\$ 6.00
Small Livestock	Per Day	\$ 8.00
Large Livestock	Per Day	\$ 11.00
Other Small Animals	Per Day	\$ 5.00
Special handling fee	Per Animal	\$ 20.00

(Special handling relates to call that require additional Animal Control Officers or extraordinary circumstances such as badly decomposed, owned, deceased animals or transportation to a Veterinarian for sick/injured animals.)

Re-inspection Fee (Failed compliance on confinement/property inspections)	Per Inspection	\$ 18.00
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Section 4 - Financial & Administrative Services

Exhibit "A"

Animal Services

Licensing

		<u>Unit</u>	<u>Fee</u>
Dog (altered)	1 year	Each	\$ 10.00
	2 year	Each	\$ 19.00
	3 year	Each	\$ 26.00
Dog (unaltered)	1 year	Each	\$ 41.00
	2 year	Each	\$ 60.00
	3 year	Each	\$ 78.00
Potentially Dangerous/Vicious Economic Hardship* (altered only)		Each	\$ 77.00 \$ 6.00

*Residents must provide proof that they earn 65% of the median income as set by HUD for the County of Riverside.

Late Fee	Each	\$ 19.00
Transfer Fee	Each	\$ 6.00
Lost Tag Replacement	Each	\$ 6.00

Kennel

Class I Dog	1 year	Each	\$ 128.00
	2 year	Each	\$ 189.00
Class II Dog	1 year	Each	\$ 194.00
	2 year	Each	\$ 251.00
Cattery	1 year	Each	\$ 128.00
	2 year	Each	\$ 189.00
Late Fee			\$ 61.00

-475-

Item No. E.1

Section 4 - Financial & Administrative Services

Exhibit "A"

Item No. E.1

Animal Services

Other Services

	Unit	Fee
Dog DA2PP Vaccination *	Each	\$ 10.00
Cat FVRCP Vaccination **	Each	\$ 10.00
Microchip (Owner to pay AKC registration fee)	Each	\$ 16.00

* DA2PP Vaccination- Distemper, Adeno-2, Parvo and Oanfluenza (commonly known as a 5 in 1)

** FVRCP Vaccination - Feline Viral Rhinotracheitus (FHV-1), Calicivirus and Panleukopenia (commonly known as a 4 in 1)

Trap Rental

Cat

Trap Rental	per Week	\$ 12.00
Refundable Deposit		\$ 50.00

Dog

Trap Rental	per Week	\$ 20.00
Refundable Deposit		\$ 150.00

Requests for Information

per Page \$ 0.20

Pet Identification Tags

Each \$5.50 - \$7.50

Surcharges

Unlicensed Animal	Each	\$ 15.00
Un-altered Animal	Each	\$ 15.00
Out-of-area Service Request (for non-residents)	Each	\$ 25.00
Un-altered Kennel/Cattery	Each	\$ 50.00
Owner Field Service Request	Each	\$ 15.00
After Hours Emergency Field Response	Each	\$ 20.00

-476-

Section 4 - Financial & Administrative Services

Exhibit "A"

Animal Services

Unit

Fee

Municipal Code Reference	Violation	Offenses within a 36 month period		
		1st	2nd	3rd
10.02.020 A	Failure to License Dog/Wear License Tag	\$50.00	\$100.00	\$200.00
10.02.020 B	Failure to Vaccinate for Rabies	\$50.00	\$100.00	\$200.00
10.02.040	Failure to License Kennel/Cattery	\$100.00	\$200.00	\$500.00
10.02.130 A-G	Animal Cruelty-Minor Offense	\$100.00	\$200.00	\$500.00
10.02.130 A-G	Animal Cruelty-Major Offense	\$200.00	\$500.00	
10.02.090 N	Animal Abandonment	\$100.00	\$200.00	\$500.00
10.02.080 A,B	Animal at Large-Altered	\$50.00	\$100.00	\$200.00
10.02.080 A,B	Animal at Large-Unaltered	\$100.00	\$200.00	\$500.00
10.02.080 E	Animal at Large-Threat to Public Safety	\$200.00	\$500.00	\$500.00 (plus removal from City*)
10.02.100	Failure to Provide Proof of Spay/Neuter (spay/neuter deposit forfeited)	\$150.00		
10.02.160	Failure to Comply with Public Nuisance Remedial Requirements	\$100.00	\$200.00	\$500.00
10.02.240-270	Failure to Comply with Requirements for Potentially Dangerous or Vicious Animals	\$500.00	\$500.00	(plus removal from City*)
10.02.120	Failure to Quarantine/Produce the Animal/Concealing Information	\$100.00	\$200.00	\$500.00
10.02.110	Barking Dog	\$100.00	\$200.00	\$500.00
10.02.140 C,D	Interference with ACE or Tampering with Animal/Equipment	\$100.00	\$200.00	\$500.00
10.02.010	Failure to Pay for Services Rendered or Outstanding Fees	\$50.00	(plus outstanding balance)	
H&S 122335	Dog Tethering Violation	\$50.00	\$100.00	\$200.00
122220	Violation of Pet Protection Act (Businesses/Commercial Breeding)	\$50.00	\$200.00	\$500.00

* 10.20.160 B.8 Public Nuisance-Prohibit or regulate the acquiring and keeping within the city specified animals for a period of up to five years.

-477-

Item No. E.1

Section 4 - Financial & Administrative Services

	<u>Unit</u>	<u>Fee</u>
<u>Financial Operations</u>		
Annual City Budget	Each	\$10.00
Comprehensive Annual Financial Report (CAFR)	Each	\$10.00

The Annual City Budget and the CAFR are also available on the City's website at the following links:

Budget http://www.moval.org/city_hall/departments/admin/budgetoffice.shtml

CAFR http://www.moval.org/city_hall/departments/admin/financial-ops.shtml

Treasury Operations

Collection of Returned Check	Each	\$31.00
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Business License

Application	per License	\$57.00
Vehicle Tag	per Tag	\$6.00

License for Farmers Market at Towngate Mall	Per Vendor Per Day	\$5.00
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License for single day events	Per Vendor Per Day	\$5.00
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(Note: Licenses for single day events must be reviewed and approved by the Financial & Administrative Services Director)

Reprint of License	Each	\$5.00
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Business Listing	Each	\$20.00
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Photo Identification Card	Each	\$5.00
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Section 5 - Fire

Exhibit "A"

Pre-Development

	Unit	Fee	
Annexation Agreement	Deposit	\$ 94.00	
Community Care Facility (Pre-inspection)			
25 or less		\$ 50.00	State Mandated
26 or more		\$ 100.00	State Mandated
Revised Tentative Parcel Map		\$ 425.00	
Fuel Modification Plan		\$ 100.00	
Fire Protection Plan		\$ 326.00	
Alternate methods and materials		\$ 100.00	
3rd review and subsequent submittals		\$ 100.00	
OTC/Misc Plan Review		\$ 100.00	

Architectural / Development

Plan Check and Inspections

	Unit	Plan Check	Inspection
A-1 <=10,000 SF		\$ 623.00	\$ 599.00
A-1 > 10,000 SF		\$ 773.00	\$ 798.00
A-2, 2.1 <= 10,000 SF		\$ 524.00	\$ 499.00
A-2, 2.1 > 10,000 SF		\$ 674.00	\$ 699.00
A-3 <= 10,000 SF		\$ 524.00	\$ 550.00
A-3 >10,000 SF		\$ 623.00	\$ 599.00
A-4 <= 5000 SF		\$ 424.00	\$ 499.00
A-4 > 5000 SF		\$ 475.00	\$ 550.00
A-5<=5000 SF		\$ 411.00	\$ 484.00
A-5>5000 SF		\$ 461.00	\$ 533.00

-479-

Item No. E.1

Section 5 - FirePlan Check and Inspections (Cont)

	<u>Unit</u>	<u>Plan Check</u>	<u>Inspection</u>
A TI 0-5000 SF		\$ 325.00	\$ 399.00
A TI 5001 - 25,000 SF		\$ 424.00	\$ 499.00
A TI > 25,001 SF		\$ 524.00	\$ 550.00
B 0-5000 SF		\$ 175.00	\$ 233.00
B 5001 - 50,000 SF		\$ 274.00	\$ 399.00
B >50,000 SF		\$ 374.00	\$ 550.00
B TI 0-5000 SF		\$ 151.00	\$ 207.00
B TI 5001 - 50,000 SF		\$ 200.00	\$ 300.00
B TI >50,000 SF		\$ 274.00	\$ 374.00
E-1,2 0-2000 SF (private schools only)		\$ 224.00	\$ 350.00
E-1,2 2001 - 20,000 SF (private schools only)		\$ 274.00	\$ 399.00
E-1,2 > 20,000 SF (private schools only)		\$ 424.00	\$ 475.00
E-1,2 TI 0-2000 SF (private schools only)		\$ 100.00	\$ 207.00
E-1,2 TI 2001 - 20,000 SF (private schools only)		\$ 151.00	\$ 233.00
E-1,2 TI > 20,000 SF (private schools only)		\$ 200.00	\$ 258.00
E-3 0-1000 SF (private schools only)		\$ 125.00	\$ 207.00
E-3 1001 - 20,000 SF (private schools only)		\$ 224.00	\$ 424.00
E-3 > 20,000 SF (private schools only)		\$ 274.00	\$ 475.00
E-3 TI 0-1000 SF (private schools only)		\$ 100.00	\$ 182.00
E-3 TI 1001 - 20,000 SF (private schools only)		\$ 125.00	\$ 207.00
E-3 TI > 20,000 SF (private schools only)		\$ 151.00	\$ 233.00
F,M,S 0-5000 SF		\$ 224.00	\$ 350.00
F,M,S 5001 - 12,500 SF		\$ 325.00	\$ 399.00
F,M,S 12,501 - 100,000 SF		\$ 374.00	\$ 499.00
F,M,S > 100,000 SF		\$ 424.00	\$ 599.00
F,M,S TI 0-5000 SF		\$ 151.00	\$ 233.00
F,M,S TI 5001 - 12,500 SF		\$ 175.00	\$ 300.00
F,M,S TI 12,501 - 100,000 SF		\$ 224.00	\$ 325.00

Section 5 - Fire

Exhibit "A"

Plan Check and Inspections (Cont)

<u>Plan Check and Inspections (Cont)</u>	<u>Unit</u>	<u>Plan Check</u>	<u>Inspection</u>
F,M,S TI > 100,000 SF		\$ 274.00	\$ 350.00
H-1,2,3, 7 0-1000 SF		\$ 325.00	\$ 374.00
H-1,2,3, 7 1001- 2,500 SF		\$ 374.00	\$ 399.00
H-1,2,3, 7 2,501 - 10,000 SF		\$ 475.00	\$ 499.00
H-1,2,3, 7 > 10,000 SF		\$ 599.00	\$ 599.00
H-1,2,3, 7 TI 0-1000 SF		\$ 224.00	\$ 325.00
H-1,2,3, 7 TI 1001- 2,500 SF		\$ 274.00	\$ 350.00
H-1,2,3, 7 TI 2,501 - 10,000 SF		\$ 325.00	\$ 374.00
H-1,2,3, 7 TI > 10,000 SF		\$ 374.00	\$ 399.00
H-4,5,6 0-1000 SF		\$ 250.00	\$ 374.00
H-4,5,6 1001- 2,500 SF		\$ 350.00	\$ 399.00
H-4,5,6 2,501 - 10,000 SF		\$ 450.00	\$ 450.00
H-4,5,6 > 10,000 SF		\$ 574.00	\$ 499.00
H-4,5,6 TI 0-1000 SF		\$ 200.00	\$ 325.00
H-4,5,6 TI 1001- 2,500 SF		\$ 250.00	\$ 350.00
H-4,5,6 TI 2,501 - 10,000 SF		\$ 300.00	\$ 374.00
H-4,5,6 TI > 10,000 SF		\$ 350.00	\$ 399.00
L-0-1,000 SF		\$ 315.00	\$ 361.00
L-1,001-2,500 SF		\$ 363.00	\$ 387.00
L-2,501-10,000 SF		\$ 461.00	\$ 484.00
L->10,000 SF		\$ 581.00	\$ 581.00
L-T.I. 0-1,000 SF		\$ 217.00	\$ 315.00
L-T.I. 1,001-2,500 SF		\$ 266.00	\$ 339.00
L-T.I. 2,501-10,000 SF		\$ 315.00	\$ 363.00
L-T.I. >10,000 SF		\$ 363.00	\$ 387.00
I Occupancies	Deposit	\$ 350.00	\$ 393.00
R-1, 2 0-5000 SF		\$ 224.00	\$ 325.00
R-1, 2 5001 - 25,000 SF		\$ 274.00	\$ 350.00
R-1, 2 >25,001 SF		\$ 325.00	\$ 399.00

-481-

Item No. E.1

Section 5 - Fire

Plan Check and Inspections (Cont)

	Unit	Plan Check	Inspection
R-3 Model 1-5 homes		\$ 175.00	\$ 233.00
R-3 Model > 6 homes		\$ 224.00	\$ 282.00
R-3 Custom (1-2 units)		\$ 151.00	\$ 225.00
U - Occupancy		\$ 151.00	\$ 200.00
Shell 0-50,000 SF		\$ 998.00	\$ 874.00
Shell > 50,000 SF	Deposit	\$ 350.00	\$ 350.00
High-rise (4 floors or greater)	Deposit	\$ 350.00	\$ 362.00

Occupancy Classifications	
A	Facilities for Assemblies
B	Professional or Service Facilities
E	Educational Facilities
F	Factory and Industrial (non H)
H	Factory and Industrial (high fire, explosion or health hazard)
I	Hospitals, Nursing Homes
L	Laboratories
M	Sale of Merchandise
R	Hotels, Apartments and Congregate Residences
S	Storage (non hazardous)
U	Garages, Carports, Sheds and Agricultural Buildings

Section 5 - Fire

Exhibit "A"

Fire Development

Development Plan Check and Inspection

	<u>Unit</u>	<u>Plan Check</u>	<u>Inspection</u>
Sprinkler System New 1-100 heads		\$ 225.00	\$ 526.00
Sprinkler System New > 100 heads		\$ 352.00	NA
Sprinkler System New 101-300 heads		NA	\$ 575.00
Sprinkler System New 301-700 heads		NA	\$ 626.00
Sprinkler System New > 700 heads		NA	\$ 676.00
Sprinkler TI 1-10 heads		\$ 151.00	\$ 225.00
Sprinkler TI 11-25 heads		\$ 175.00	\$ 425.00
Sprinkler TI 51-100 heads		\$ 225.00	\$ 476.00
Sprinkler TI > 100 heads		\$ 250.00	\$ 526.00
Alarm New 1-10 Initiating Devices with notification		\$ 151.00	\$ 326.00
Alarm New 11-50 Initiating Devices with notification		\$ 225.00	\$ 352.00
Alarm New 51-100 Initiating Devices with notification		\$ 276.00	\$ 400.00
Alarm New > 100 Initiating Devices with notification		\$ 326.00	\$ 476.00
Alarm TI 1-10 Initiating Devices with notification		\$ 126.00	\$ 276.00
Alarm TI 11-50 Initiating Devices with notification		\$ 151.00	\$ 301.00
Alarm TI 51-100 Initiating Devices with notification		\$ 201.00	\$ 352.00
Alarm TI > 100 Initiating Devices with notification		\$ 276.00	\$ 400.00
ESFR	per Riser	\$ 151.00	NA
Underground Sprinkler	per Riser	\$ 225.00	\$ 609.00
Underground Hydrant		\$ 175.00	\$ 609.00
Underground Combo Up to 4 Connections		\$ 326.00	\$ 684.00
Aboveground Hydrant		\$ 250.00	\$ 500.00
Residential Sprinkler 13R Family 1-2 units		\$ 225.00	\$ 500.00
Residential Sprinkler 13D Single Family 1-2 units		\$ 175.00	\$ 500.00
Residential Sprinkler 13R Multi Family up to 4 stories	per System	\$ 301.00	\$ 626.00
Hood and Duct	per System	\$ 151.00	\$ 208.00

-483-

Item No. E.1

Section 5 - Fire

Exhibit "A"

Development Plan Check and Inspection (Cont)

	Unit	Plan Check	Inspection
Fire Pump	per Pump	\$ 276.00	\$ 276.00
Standpipes		\$ 375.00	\$ 284.00
Special Extinguishing Systems		\$ 175.00	NA
Vapor Recovery Special Equipment		\$ 151.00	NA
Medical Gases Special System		\$ 175.00	\$ 182.00
Industrial Gases Special System		\$ 225.00	\$ 284.00
Liquefied Petroleum Gases Special System > 500 gal		\$ 225.00	\$ 333.00
Tank/Piping Installation	per Tank	\$ 234.00	\$ 234.00
Tank/Piping Removal	per Tank	\$ 158.00	\$ 276.00
Ovens, industrial baking or drying per oven, furnace or kiln Special Equip. (New Construction)		\$ 126.00	\$ 182.00
Smoke Control		\$ 225.00	\$ 333.00
Dust Collection Special Equipment		\$ 151.00	\$ 182.00
Hazmat Storage		\$ 276.00	\$ 284.00
High Piled/Solid Piled Storage Class III, IV, High Hazard Racking System		\$ 326.00	\$ 434.00
Regulated Refrigeration per system		\$ 151.00	\$ 284.00
Miscellaneous Industrial Equipment Install		\$ 151.00	\$ 182.00
FPE Technical Report Major Review		\$ 425.00	NA
FPE Technical Report Minor Review		\$ 225.00	NA
Spray Booth Inspection		NA	\$ 284.00
Foam/Liquid System Inspection		NA	\$ 333.00
ESFR Inspection		NA	\$ 74.00
Dry Chemical System Inspection		NA	\$ 234.00
CO2 System Inspection		NA	\$ 234.00
Inert Gas System Inspection		NA	\$ 234.00
FM200 Clean Agent System		NA	\$ 234.00
Adult Care Facility Inspection		NA	\$ 375.00
Child Care Facility Inspection		NA	\$ 375.00

Section 5 - Fire

Exhibit "A"

Development Plan Check and Inspection (Cont)

	<u>Unit</u>	<u>Plan Check</u>	<u>Inspection</u>
Residential Care Facilities 1 - 6		NA	\$ 352.00
Residential Care Facilities >6	per Story	NA	\$ 143.00
K-12 Public School Inspection		NA	\$ 190.00
K-12 Private School Inspection		NA	\$ 425.00
High-rise Inspection	per Hour	NA	\$ 100.00
Asbestos removal		NA	\$ 234.00
Work without Approval or Permit		NA	\$ 201.00
Inspection following Failure to Maintain Fire Protection Systems		NA	\$ 201.00
Fire Prevention Inspection/Re-inspection/Phasing		NA	\$ 142.00

Renewable Permit Fees

	<u>Unit</u>	<u>Initial Plan Check</u>	<u>Annual Inspection</u>
Aerosol Products		\$ 224.00	\$ 63.00
Aircraft Refueling Vehicles		\$ 175.00	\$ 88.00
Automobile Wrecking Yard		\$ 175.00	\$ 188.00
Battery System		\$ 224.00	\$ 63.00
Candles and Open Flame in Assembly Occupancy Areas		\$ 125.00	\$ 63.00
Cellulose Nitrate Film		\$ 125.00	\$ 63.00
Cellulose Nitrate Storage		\$ 175.00	\$ 188.00
Combustible fiber Storage		\$ 175.00	\$ 188.00
Combustible materials Storage		\$ 175.00	\$ 188.00
Commercial Rubbish Handling Operation		\$ 175.00	\$ 188.00
Compressed Gases		\$ 200.00	\$ 188.00
Cryogenes		\$ 200.00	\$ 188.00
Dry Cleaning Plant		\$ 224.00	\$ 288.00
Dust-Producing Operations		\$ 125.00	\$ 88.00
Explosives or Blasting agents, Use or Transportation		\$ 274.00	\$ 312.00
Flammable or Combustible Liquids pipelines, store, handle, use		\$ 274.00	\$ 288.00
High Piled/Solid Piled Combustible Storage Class I, II		\$ 74.00	\$ 138.00
Hot Works Operations		\$ 125.00	\$ 63.00

-485-

Item No. E.1

Section 5 - Fire**Renewable Permit Fees (Cont)**

<u>Unit</u>	<u>Initial Plan Check</u>	<u>Annual Inspection</u>
Liquefied Petroleum Gases store, use, handle, dispense-Plan Check 125-500 gals	\$ 74.00	\$ 138.00
Ovens - Industrial Baking or drying	\$ 74.00	\$ 88.00
Places of Assembly	\$ 175.00	\$ 63.00
Refrigeration Equipment	\$ 74.00	\$ 88.00
Repair Garages	\$ 151.00	\$ 88.00
Spraying or Dipping	\$ 74.00	\$ 63.00
Wood Products	\$ 74.00	\$ 88.00
Motor Vehicle fuel dispensing	\$ 74.00	\$ 88.00
Tire Storage	\$ 175.00	\$ 88.00
Lumber Yard	\$ 175.00	\$ 188.00
Fireworks, manufacture, compound, store	\$ 325.00	\$ 288.00
Fruit ripening	\$ 175.00	\$ 88.00
Magnesium Working	\$ 175.00	\$ 88.00
Radioactive materials	\$ 325.00	\$ 188.00

Activity Permits

	<u>Fee</u>
Bowling pin or alley refinishing	\$ 158.00
Candles and open flames in assembly areas	\$ 158.00
Carnivals and fairs	\$ 234.00
Explosives or blasting agents, use, dispose	\$ 333.00
Fireworks, displays	\$ 308.00
Hot works operations	\$ 158.00
Liquefied petroleum gases, install containers	\$ 234.00
Liquid or gas fueled vehicles or equipment in assembly areas	\$ 208.00
Mall, covered	\$ 208.00
Open Burning	\$ 158.00
Parade floats (per event)	\$ 234.00
Pyrotechnical special effects material / model rockets	\$ 333.00

Section 5 - Fire

Exhibit "A"

Activity Permits (Cont)

	Unit	Fee
Temporary membrane structures, tents and canopies		\$ 284.00
Christmas Tree sales		\$ 158.00
Pumpkin Patch		\$ 158.00
Haunted Houses		\$ 158.00
Hazardous Area Fire Permit		\$ 308.00

Post Development

Fire and Life Safety Inspection

	Unit	Fee
Annual inspection (includes one re-inspection)		\$ 151.00
2nd re-inspection		\$ 301.00
3rd and subsequent re-inspections		\$ 452.00
Fire Watch Inspection	per Hour	\$ 100.00
Fire Hydrant Inspection		\$ 100.00

Fire Inspection

State Mandated		\$ 89.00
Community Care Facility		
25 or less (not including elderly 1-6)		\$ 89.00 State Mandated
26 or more		\$ 134.00 State Mandated
Special Event		\$ 89.00

-487-

Item No. E.1

Section 5 - Fire

Records Request

Photographs, color print (4"x6")
 Fire Incident Reports (paid to County of Riverside)

Unit	Fee
	\$ 5.00
	\$ 19.00

Fire Inspection Reports (up to 8 1/2"x14")

First 10 pages
 Additional pages

per Report	\$ 6.00
per Page	\$ 1.00

Hourly Rates

Fire Marshal
 Deputy Fire Marshal
 Fire Safety Specialists
 Fire Safety Inspector

\$ 140.00	The fully-burdened wage rate including overhead; not to exceed actual City costs.
\$ 105.00	
\$ 106.00	
\$ 106.00	

Overtime

Position time + 50%

Consultant Fire Plan Review

Actual Consultant Cost + 20% Admin Fee

Other Fees

False Alarm

Residential
 Commercial

\$ 100.00
\$ 200.00

Fire Permit Issuance Fee

\$ 21.00

Section 5 - Fire

Other Fees (Cont)

Unit

Fee

Hazard Reduction Inspection

This fee will be assessed to all parcels defined as open space land and where legally permitted. Any fees associated with failure to comply and fire department ordered abated land will be pursued separately from this inspection fee. This fee will be collected as part of the annual property tax bill through the County of Riverside.

Parcels < 1 acre	\$ 50.00
Parcels 1 acre to < 5 acres	\$ 75.00
Parcels > 5 acres	\$ 100.00

Hazard Reduction Abatement Administrative Fee	\$ 240.00
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Hazard Reduction Abatement Cost Recovery	Actual cost charged by the City's abatement contractor.
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Weed Abatement	Actual time and materials at fully burdened wage rate including overhead; not to exceed actual City costs.
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Abatement of Non-Compliance Order	\$100 plus actual time and materials at fully burdened wage rate including overhead plus the cost of any contract work; not to exceed actual City costs.
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-489-

Item No. E.1

Section 5 - Fire

	<u>Unit</u>	<u>Fee</u>
<u>Emergency Operations and Volunteer Services</u>		
CPR Training	per Class	\$ 30.00 \$ 65.00
Community Emergency Response (CERT)	per Class	\$ 15.00

On-Line Registration Processing Fee (This fee is charged by the on-line provider)

On-Line Registration has no applicable category association.

Transactions < \$150

Percentage of Transaction cost plus 6.50% *

Fixed Fee per Transaction \$ 0.50 *

Transactions from \$150 to \$500

Percentage of Transaction cost plus 3.50%

Fixed Fee per Transaction \$ 5.00

Transactions over \$500

Percentage of Transaction cost plus 2.50%

Fixed Fee per Transaction \$ 10.00

* \$2.00 minimum

Section 6 - Library Services

Exhibit "A"

	Unit	Fee
Replacement Library Card	Each	\$ 2.00
Inter-Library Loan Overdue	per Day	\$ 2.00
Reserve Materials Overdue	per Day	\$ 2.00
Floppy Disks (blank)	Each	\$ 1.00
Replacement Bar Code	Each	\$ 1.00
Account Printout	per Page	\$ 0.20
Printing - Black & White	per Page	\$ 0.20
Printing - Color	per Page	\$ 0.75
Copies - Black & White	per Page	\$ 0.15
<u>Faxes</u>		
Send/Receive Public Faxes - Local	per Page	\$ 1.00
Domestic Long Distance Faxes	per Page	\$ 2.00
International Long Distance Faxes	per Page	\$ 3.00
Exam Proctoring	per Exam	\$ 15.00
Lost Materials	per Item	Actual Cost +
Lost Material Processing	per Item*	\$ 10.00
* Except for uncataloged paperbacks, no processing fee		

-491-

Item No. E.1

Section 6 - Library Services

	<u>Unit</u>	<u>Fee</u>
<u>Fines</u>		
<u>Overdue Books</u>		
Adult	per Item per Day	\$ 0.25
Children	per Item per Day	\$ 0.10
Overdue Videos	per Item per Day	\$ 1.00
Overdue CDs	per Item per Day	\$ 0.25
Overdue Audiocassettes	per Item per Day	\$ 0.25

Section 7 - Parks and Community Services

Exhibit "A"

Parks

Plan Check Fees (1 - 3 submittals)

Project Cost:

\$0-\$20,000

3.50%

\$20,001-\$100,000

3.25%

> \$100,000

3.00%

4th and subsequent submittals

\$ 140.00

Revisions

Minor (detail changes only)

\$ 256.00

Major

Same as initial submittal

Inspection and Testing

Project Cost:

\$0-\$20,000

7.00%

\$20,001-\$100,000

6.00%

> \$100,000

5.00%

Research of Records, Files, etc

Actual City Cost

-493-

Item No. E.1

Section 7 - Parks and Community Services

<u>Parks</u>	<u>Unit</u>	<u>Fee</u>	
<u>Penalty Fees</u>			
Inspection and Testing Work in the right-of-way or park without encroachment permit or written agreement with Parks and Community Services	per Offense	\$ 561.00	plus actual damages
Applicant's failure to schedule inspection prior to performing work	per Offense	\$ 112.00	
Applicant's failure to attend or be prepared for a scheduled inspection	per Offense	\$ 112.00	

Section 7 - Parks and Community Services

Exhibit "A"

Fee Description	Policy Category	Unit	Resident Fee
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Recreation Programs

Non-Resident Fees: Fees for Non-Residents to participate in Recreation Programs will be charged at the Resident Fee plus 30%.

Adult Sports (18 Years or Older)

Category 4 includes Adult Sports Programs provided by the City which are Council approved fees to cover the direct program cost plus 20% for administrative and overhead related costs.

Program Registration Fee		Per Program	\$ 2.00
Basketball League *	Category 4	Per Team	\$ 300.00
Basketball Open Play **	Category 4	Per Person	\$ 3.00
Bowling Class and League	Category 4	Per Person	\$ 78.00 - 85.00
Father's Day Over-The-Line Softball Tournament *	Category 4	Per Team	\$ 65.00 - 100.00
Flag Football League *	Category 4	Per Team	\$ 300.00
Flag Football Tournament *	Category 4	Per Team	\$ 150.00 - 200.00
Official's Clinic	Category 4	Per Person	\$ 15.00
Protest Fee	Category 4	Per Team	\$ 25.00
Softball League - Competitive *	Category 4	Per Team	\$ 345.00
Softball League - Non-Competitive *	Category 4	Per Team	\$ 260.00
Softball Tournament *	Category 4	Per Team	\$ 185.00 - 310.00
Tennis Tournament *	Category 4	Per Person	\$ 20.00 - 50.00
Volleyball League *	Category 4	Per Team	\$ 260.00
Volleyball Tournament *	Category 4	Per Team	\$ 175.00 - 225.00
Volleyball Open Play **	Category 4	Per Person	\$ 3.00
New Program	Category 4	Per Person	\$ Cost Recovery
Cancellation /Transfer Fee	Category 4	Per Person	20%
* Denotes Fee for Late Registration	Category 4	Per Team	\$ 18.00

** Excludes Program Registration Fee

-495-

Item No. E.1

Section 7 - Parks and Community Services

Exhibit "A"

Item No. E.1

-496-

Fee Description	Policy Category	Unit	Resident Fee
<u>Adult Contract Classes (18 Years or Older)</u>			
Category 5 includes Adult Contract Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.			
Program Registration Fee		Per Program	\$ 2.00
Belly Dancing For Fun and Fitness	Category 5	Per Person	\$ 32.00 - 45.00
Boxing	Category 5	Per Person	\$ 60.00 - 80.00
Bryan's Dog Training	Category 5	Per Person	\$ 65.00 - 75.00
Golf Lessons	Category 5	Per Person	\$ 92.00 - 105.00
Hip Hop / Funky Jazz	Category 5	Per Person	\$ 35.00 - 45.00
Instant Piano For Extremely Busy People	Category 5	Per Person	\$ 25.00 - 35.00
Kickboxing Aerobics	Category 5	Per Person	\$ 42.00 - 70.00
Kung Fu Art of Self-Defense	Category 5	Per Person	\$ 65.00 - 85.00
Swing Dance	Category 5	Per Person	\$ 55.00 - 65.00
Yoga - 1 Day	Category 5	Per Person	\$ 36.00 - 50.00
Cancellation /Transfer Fee**	Category 5	Per Person	20%
New Adult Contract Classes	Category 5	Per Person	Full Cost Recovery

~~** Excludes Program Registration Fee~~

Section 7 - Parks and Community Services

Exhibit "A"

Fee Description	Policy Category	Unit	Resident Fee
Youth Sports			
Category 6 includes Youth Sports Programs provided by the City which are Council approved fees to cover the direct program cost plus 20% for administrative and overhead related costs.			
Program Registration Fee		Per Program	\$ 2.00
Basketball League * #	Category 6	Per Person	\$ 65.00 - 86.00
Basketball Pee Wee * #	Category 6	Per Person	\$ 50.00
Sports Camp #	Category 6	Per Person	\$ 60.00-110.00
Flag Football League * #	Category 6	Per Person	\$ 59.00
Middle School Sports Program #	Category 6	Per Person	\$ 25.00
Spudball * #	Category 6	Per Person	\$ 50.00
Tennis Lessons #	Category 6	Per Person	\$ 37.00-65.00
Pee Wee Flag Football #	Category 6	Per Person	\$ 50.00
General Sports Skills Contests #	Category 6	Per Person	Cost Recovery
Open Play Basketball / Volleyball # **	Category 6	Per Person	\$ 1.00
Jr. Basketball #	Category 6	Per Person	\$ 60.00
New Youth Sports Programs #	Category 6	Per Person	Cost Recovery
Cancellation /Transfer Fee	Category 6	Per Person	20%
* Denotes Fee for Late Registration	Category 6	Per Person	\$ 5.00-10.00

** Excludes Program Registration Fee

Denotes Family Discount available. See note below.

-497-

Item No. E.1

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee
<u>Youth/Teen Activities and Programs</u>			
Category 7 includes Youth Contract Classes and Youth Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.			
Program Registration Fee		Per Program	\$ 2.00
Breakfast with Santa #	Category 7	Per Person	\$ 6.00 - 10.00
Bunny Brunch #	Category 7	Per Person	\$ 6.00 - 10.00
Holiday Chef #	Category 7	Per Person	\$ 8.00 - 10.00
Holiday Craft #	Category 7	Per Person	\$ 8.00 - 10.00
Camp * (Weekly) #	Category 7	Per Person	\$ 85.00
Spring Chef Workshop #	Category 7	Per Person	\$ 8.00 - 10.00
Spring Craft #	Category 7	Per Person	\$ 8.00 - 10.00
Time for Tots - 2 Days (2 Weeks) #	Category 7	Per Person	\$ 40.00
Time for Tots - 3 Days (2 Weeks) #	Category 7	Per Person	\$ 45.00
Time for Tots - 5 Days (2 Weeks) #	Category 7	Per Person	\$ 65.00
Babysitting (hourly)	Category 7	Per Person	\$ 3.00
T-Shirts **	Category 7	Per Shirt	\$ 10.00
Sunshine Social #	Category 7	Per Person	\$ 20.00
Bowling Class/League #	Category 7	Per Person	\$ 50.00 - 65.00
New Youth/Teen Activities and Programs #	Category 7	Per Person	\$ Cost Recovery
Cancellation /Transfer Fee	Category 7	Per Person	20%
* Denotes Fee for Late Registration	Category 7	Per Person	\$ 5.00

** Excludes Program Registration Fee

Denotes Family Discount available. See note below.

-FAMILY DISCOUNT

A family discount applies when siblings are registered in the same program. The family discount only applies to non-contract programs as identified with an #. The following family discount rates apply:

1st child = Full rate

2nd Child = Receives a 15% discount

3rd Child += Receives a 10% discount

Section 7 - Parks and Community Services

Exhibit "A"

Fee Description	Policy Category	Unit	Resident Fee
<u>Youth/Teen Classes</u>			
Category 7 includes Youth Contract Classes and Youth Programs provided by the City which are Council approved fees to cover the direct program cost plus 15% for administrative and overhead related costs.			
Program Registration Fee		Per Program	\$ 2.00
Ballet Folklorico - Youth	Category 7	Per Person	\$ 22.00 - 35.00
Boxing - Youth	Category 7	Per Person	\$ 60.00 - 70.00
Drawing for Kids - Youth	Category 7	Per Person	\$ 30.00 - 40.00
Hip Hop Jazz	Category 7	Per Person	\$ 32.00 - 45.00
Instant Piano	Category 7	Per Person	\$ 25.00 - 35.00
Golf Clinic - Youth	Category 7	Per Person	\$ 42.00 - 55.00
Kickboxing - Teen	Category 7	Per Person	\$ 70.00
Kung Fu Art of Self Defense - Youth	Category 7	Per Person	\$ 42.00 - 55.00
Parent And Me Gymnastics - Youth	Category 7	Per Person	\$ 40.00 - 50.00
Salsa/Latin Dance - Teen	Category 7	Per Person	\$ 55.00 - 85.00
Tumbling Toddlers - Youth	Category 7	Per Person	\$ 40.00 - 50.00
Cancellation /Transfer Fee	Category 7	Per Person	20%
New Youth/Teen Contract Classes	Category 7	Per Person	Cost Recovery
* Denotes Fee for Late Registration	Category 7	Per Person	\$ 5.00

~~** Excludes Program Registration Fee~~

-499-

Item No. E.1

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee
<u>Senior Programs</u>			
Category 1 includes Senior Programs provided by outside agencies at no charge to the participant, and there is no direct cost to the City. All indirect costs will be subsidized by the City.			
Bingo	Category 3	Per Person	\$ 1.00 = 2 Cards add Cards = \$.50 ea
Breakfast, Lunch, Pizza, Picnic	Category 3	Per Person	Cost Recovery
Bunco	Category 3	Per Person	\$ 2.00
Dances	Category 3	Per Person	\$ 8.00
Line Dancing	Category 11	Per Person	Contracted
Swap Meet	Category 3	Per Table	\$ 5.00
New Senior Contract Program - Administered by	Category 11	Per Person	Contracted
New Senior Program Provided by Outside Agencies	Category 1	Per Person	\$ 0
New Senior Program Assisted by City Staff	Category 3	Per Person	Cost Recovery
New Senior Programs Assisted By Volunteers	Category 2	Per Person	\$ 0
Trips / Tours - Administered by Contract	Category 11	Per Person	Contracted

Section 7 - Parks and Community Services

Exhibit "A"

Fee Description	Policy Category	Unit	Resident Fee
<u>Special Events</u>			
Category 8 includes Family and Community Seasonal Non-Fee Programs approved and directed by City Council to seek potential private sector sponsorship for programs in this category to cover direct program cost where possible. This may include charging a fee			
Program Registration Fee		Per Program	\$ 2.00
Easter Egg Hunt*	Category 8	Per Person	FREE
Fourth of July Parade Entry **	Category 8	Per Entry	\$ 30.00
Fourth of July Parade Vendor **	Category 8	Per Booth	\$ 50.00
Fourth of July Festival Arts & Crafts Booth **	Category 8	Per Booth	\$ 75.00
Fourth of July Festival Food Booth (Commercial) **	Category 8	Per Booth	\$ 250.00
Fourth of July Festival Food Booth (Non-Profit) **	Category 8	Per Booth	\$ 150.00
Fourth of July Festival Service Info Booth (Non-Profit) **	Category 8	Per Booth	\$ 25.00
Fourth of July Food Booth Deposit **	Category 8	Per Booth	\$ 50.00
Youth Fest*	Category 8	Per Booth	FREE
Artober Fest	Category 8	Per Booth	\$ 15.00 - 25.00

** Excludes Program Registration Fee

On-Line Registration Processing Fee (This fee is charged by the on-line provider)

On-Line Registration has no applicable category association.

Transactions < \$150			
Percentage of Transaction cost plus			6.50% *
Fixed Fee per Transaction		\$	0.50 *
Transactions from \$150 to \$500			
Percentage of Transaction cost plus			3.50%
Fixed Fee per Transaction		\$	5.00
Transactions over \$500			
Percentage of Transaction cost plus			2.50%
Fixed Fee per Transaction		\$	10.00

* \$2.00 minimum

-501-

Item No. E.1

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee	
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Park Reservations

Non-Resident Fees: Fees for Non-Residents to utilize Parks will be charged at the Resident Fee plus 30%.

Athletic Field Reservation

Facilities have no applicable category association.

Approved Moreno Valley Non-Profit Youth Groups per field and Unorganized Resident Group Play per field	N/A	2 Hour min.	\$	2.00
Approved Moreno Valley Adult Non-Profit Groups and Unorganized Group Play per field	N/A	Per Hour	\$	5.00
Unorganized Adult & Youth Sports play by Private Groups and/or Non Residents per field	N/A	Per Hour	\$	10.00
Organized Commercial (For Profit) Groups (per field)	N/A	Per Hour	\$	50.00
Field Preparation - not included - cost recovery of staff overtime	N/A	Per Hour	\$	50.00
Long Term Use — Contract Changes	N/A	Per Visit	\$	25.00
Community Park Damage Deposit	N/A	N/A	\$	750.00
Long Term Use — Annual Maintenance Fee	N/A	N/A	\$	750.00
Cancellation /Transfer Fee	N/A	N/A		20%
Athletic Field Security				

Athletic Field Lighting

Facilities have no applicable category association.

Adult All Users Groups/City Facility	N/A	Per Hour	\$	15.00
Youth Groups/City Facility	N/A	Per Hour	\$	15.00
Adult Groups/Joint Use Facility	N/A	Per Hour	\$	15.00
Youth Groups/Joint Use Facility	N/A	Per Hour	\$	15.00
Cancellation /Transfer Fee	N/A	N/A		20%

Section 7 - Parks and Community Services

Exhibit "A"

Fee Description	Policy Category	Unit	Resident Fee	
<u>Snack Bar (4 Hours or Less Play)</u>				
<i>Facilities have no applicable category association.</i>				
Moreno Valley Youth and Non-Profit Groups	N/A	Per Day	\$	20.00
Moreno Valley Youth and Non-Profit Groups	N/A	Per Evening *	\$	10.00
Private Groups and/or Non Residents	N/A	Per Hour	\$	30.00
Commercial Groups	N/A	Per Hour	\$	50.00
Cleaning Deposit Fee (required for all groups)	N/A	Per Rental	\$	125.00
Key Deposit (required for all groups)	N/A	Per Group	\$	25.00
<i>* Evening hours 4:00 p.m. to 10:00 p.m.</i>				

Storage Unit Rental

Facilities have no applicable category association.

Storage Units	N/A	Per Month	\$	35.00
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-503-

Item No. E.1

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee
<u>Over 4 Hour Play</u>			
<i>Facilities have no applicable category association.</i>			
Field Reservation/ Non-Profit Non Lighted Fields	N/A	Per Field	\$ 100.00 75.00
Field Reservation/Non Lighted Fields for approved non-profit youth organizations	N/A	Per Field	\$ 40.00
Field Reservation/ Private Group Lighted Fields	N/A	Per Field	\$ 175.00 150.00
Field Reservation/Lighted Fields for approved non-profit youth organizations	N/A	Per Field	\$ 75.00
Staff on Standby (minimum 2 hours)	N/A	Per Hour	\$ 50.00 35.00
Booking Fee Non-Lighted Fields	N/A	Per Event	\$ 75.00
Booking Fee Lighted Fields	N/A	Per Event	\$ 150.00
Field Preparation-Cost Recovery	N/A	Per Field	\$ 50.00
Mound Drop and Removal	N/A	Per Event	\$ 175.00- 300.00
Admission Gate (Pre-Approved by Director)	N/A	Per Event	25% of gate revenue
Snackbar Cleaning Deposit Fee (required for all groups)	N/A	Per Event	\$ 200.00
Snackbar	N/A	Per Day	\$ 50.00 35.00
Vendor Fee	N/A	Per Event	\$ 100.00
Facility Deposit	N/A	N/A	\$ 100.00
Cancellation/Transfer Fee	N/A	N/A	20%
<i>Gate Admission Must be Pre-Approved by Director Per Event</i>			
<u>Park Fees</u>			
<i>Facilities have no applicable category association.</i>			
Park Reservation for Special Events	N/A	Per Day	\$ 50.00
Park Reservation for Park Area	N/A	Per Day	\$ 25.00
Picnic Shelter Small (1-2 Tables)	N/A	Per Day	\$ 37.00
Picnic Shelter Medium (3-6 Tables)	N/A	Per Day	\$ 80.00
Picnic Shelter Large (Over 6 Tables)	N/A	Per Day	\$ 156.00
Cleaning/Security Deposit	N/A	Per Day	\$ 75.00
Special Event Permit	N/A	Per Day	\$ 205.00
Cancellation/Transfer Fee	N/A	N/A	20%

Section 7 - Parks and Community Services

Exhibit "A"

Fee Description	Policy Category	Unit	Resident Fee
<u>Valley Skate Park</u>			
This program has no applicable category association.			
Skate Park Membership fee per year	N/A	Per Person	\$ 20.00
Skate Park Member Session entry fee	N/A	Youth	\$ 2.00
		Adult	\$ 4.00
Non-member Session entry fee	N/A	Per Person	\$ 4.00-5.00
Package Protective Gear Rental	N/A	Per Person	\$ 5.00
Helmet Rental	N/A	Per Person	\$ 3.00
Helmet Deposit (ID Required or \$20 Deposit)	N/A	Per Person	\$ 20.00
Knee Pad Rental	N/A	Per Person	\$ 2.00
Elbow Pad Rental	N/A	Per Person	\$ 2.00
Instructional Clinics/Lessons Per Session	N/A	Per Person	\$ 5.00-20.00
Hockey Rink Rental	N/A	Per Hour	\$ 75.00
Open Skate & Puck and Stick Session (Roller Hockey)	N/A	Per Person	\$ 2.00-4.00
Roller Hockey Youth League	N/A	Per Person	\$ 89.00
Roller Hockey Adult League	N/A	Per Team	\$ 1,000.00
School District Rink Rental	N/A	Per Team	Cost Recovery for Staff

-505-

Item No. E.1

Section 7 - Parks and Community Services

Fee Description	Policy Category	Unit	Resident Fee
<u>Golf Course</u>			
This program has no applicable category association.			
Adult - 18 Holes (Mon. - Fri.)	N/A	Per Person	\$ 11.00
Adult - 9 Holes (Mon. - Fri.)	N/A	Per Person	\$ 8.00
Seniors 55 & Over - 18 Holes (Mon. - Fri.)	N/A	Per Person	\$ 9.00
Seniors 55 & Over - 9 Holes (Mon. - Fri.)	N/A	Per Person	\$ 6.50
Students Under 18 - 18 Holes (Mon. - Fri.)	N/A	Per Person	\$ 9.00
Students Under 18 - 9 Holes (Mon. - Fri.)	N/A	Per Person	\$ 6.50
18 Holes - Weekends, Holidays, Tournament Play	N/A	Per Person	\$ 14.00
9 Holes - Weekends, Holidays, Tournament Play	N/A	Per Person	\$ 9.50
Monthly Cards: Seniors (Mon.-Fri.) Unlimited Play	N/A	Per Person	\$ 65.00
Monthly Cards: Juniors (Mon.-Fri.) Unlimited Play	N/A	Per Person	\$ 65.00
Monthly Cards: Adults (Mon.-Fri.) Unlimited Play	N/A	Per Person	\$ 90.00
Monthly Cards: Family of 4 (Mon.-Fri.) Unlimited Play	N/A	Per Group	\$ 170.00
Punch Cards: Seniors = Ten 9-Hole Rounds	N/A	Per Card	\$ 50.00
Punch Cards: Adults = Ten 9-Hole Rounds	N/A	Per Card	\$ 75.00
Punch Cards: Juniors = Ten 9-Hole Rounds	N/A	Per Card	\$ 50.00
Youth After School Cards = 3 months (Local schools + up to 17 yrs old) M - F = 3 pm until dusk	N/A	Per Person	\$ 90.00
Cart Rental	N/A	Per Cart	\$ 2.50
Club Rental	N/A	Per Set	\$ 5.00
Locker Rentals = with Monthly Card	N/A	Per Person	\$ 5.00
Locker Rentals = without Monthly Card	N/A	Per Person	\$ 10.00

Section 7 - Parks and Community Services

Exhibit "A"

Facility Rental

Senior Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Fee
Group 1	City sponsored/conducted events, governmental agencies (Federal, State, County) and educational institutions with reciprocal arrangements (defined below)	Banquet Room	4 hours	Monday through Thursday (with Kitchen)	Per Hour	\$ 10.00
		Banquet Room	2 hours	Friday through Sunday (with Kitchen)	Per Hour	\$ 20.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	\$ -
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	\$ -
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	\$ -
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	\$ -
Service/Facility fees may apply						
Group 2	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Banquet Room	4 hours	Monday through Thursday	Per Hour	\$ 45.00
		Banquet Room	2 hours	Friday through Sunday	Per Hour	\$ 100.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	\$ 55.00
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	\$ 40.00
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	\$ 45.00
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	\$ 30.00
Service/Facility fees may apply						
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Banquet Room	4 hours	Monday through Thursday	Per Hour	\$ 100.00
		Banquet Room	2 hours	Friday through Sunday	Per Hour	\$ 175.00
		Classroom I and II	2 hours	Monday through Thursday	Per Hour	\$ 125.00
		Classroom I or II	2 hours	Monday through Thursday	Per Hour	\$ 68.00
		Arts & Crafts I and II	2 hours	Monday through Thursday	Per Hour	\$ 100.00
		Arts & Crafts I or II	2 hours	Monday through Thursday	Per Hour	\$ 58.00
Service/Facility fees may apply						

Service/Facility	Current Fee
Refundable Cleaning / Security Deposit	\$ 300.00
Setup / Reset Charge (if applicable)	\$ 75.00
Main Kitchen (Only)	\$ 100.00
Cleaning	\$130.00 - \$150.00
Decorating	Per Hour \$ 25.00
Overtime Staff Charge	Per Hour Cost Recovery
Staff Time	Per Hour \$20.00 - \$30.00
Security Services	Per Hour \$20.00 - \$25.00
False Fire / Police Alarm penalty (per each false alarm)	Per False Alarm \$ 200.00
False Alarm - Fire penalty	Per False Alarm \$ 28.00
False Alarm - Police penalty	Per Hour \$ 150.00
Insurance	Cost Recovery
Cancellation Fee	\$ 300.00

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

-507-

Item No. E.1

Section 7 - Parks and Community Services

Towngate Community Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee
Group 1	City sponsored/conducted events, governmental agencies (Federal, State, County) and educational institutions with reciprocal arrangements (defined below)	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	\$ 15.00
			4 hours	Friday through Sunday	Per Hour	\$ 15.00
Service/Facility fees may apply						
Group 2	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	\$ 60.00
			4 Hours	Friday through Sunday	Per Hour	\$ 70.00
Service/Facility fees may apply						
Group 3	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday	Per Hour	\$ 80.00
			4 Hours	Friday through Sunday	Per Hour	\$ 90.00
Service/Facility fees may apply						
Group 4	Resident of Renaissance Park Housing Development	Multipurpose Room (with Kitchen)	2 Hours	Monday through Thursday First two hours	Per Hour	\$ 25.00
				Thereafter	Per Hour	\$ 60.00
			4 Hours	Friday through Sunday First two hours	Per Hour	\$ 18.00
				Thereafter	Per Hour	\$ 70.00
Service/Facility fees may apply						

Service/Facility	Unit	Current Fee
Refundable Security Deposit	Per Hour	\$ 200.00
Setup/Reset Charge (if applicable)		\$ 25.00
Cleaning Fee		\$130.00 - \$150.00
Cancellation Fee		\$ 200.00
Staff Regular Time	Per Hour	\$20.00 - \$30.00
Staff Overtime		Cost Recovery
Decorating	Per Hour	\$ 25.00
Set-up Time and Tear Down of Event	Per Hour	\$ 25.00
False Alarm - Fire	Per Alarm	\$ 200.00
False Alarm - Police	Per Alarm	\$ 28.00
Unscheduled Program Use	Per Hour	\$ 100.00
Security Services	Per Hour	\$20.00 - \$25.00

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

Section 7 - Parks and Community Services

Exhibit "A"

Conference and Recreation Center

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee		
Group 1	City sponsored/conducted events	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 25.00		
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 25.00		
		Grand Valley Ballroom with small patio or large patio	3 Hours	Friday evening beginning at 5:00 pm and Sunday	Per Hour	\$ 250.00		
		Grand Valley Ballroom with small patio or large patio	3 Hours	Saturday	Per Hour	\$ 300.00		
		Grand Valley Ballroom with small patio	3 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 25.00		
		Grand Valley Ballroom with large patio	3 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 25.00		
		Alessandro Room	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 12.00		
		Alessandro Room	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 12.00		
		Dance Studio	2 Hours	Monday through Sunday	Per Hour	\$ 12.00		
		Gymnasium	2 Hours	Monday through Sunday	Per Hour	\$ 12.00		
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	\$ 25.00		
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	\$ 25.00		
		Service/Facility fees may apply						
		2	Federal, State, County and Educational Institutions.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 144.00
Grand Valley Ballroom with large patio	3 Hours			Monday through Friday 4:59pm	Per Hour	\$ 144.00		
Grand Valley Ballroom with small patio	3 Hours			Friday 5:00 pm & All Day Sunday	Per Hour	\$ 250.00		
Grand Valley Ballroom with small patio	3 Hours			Saturday	Per Hour	\$ 300.00		
Grand Valley Ballroom with large patio	2 Hours			Friday 5:00 pm & All Day Sunday	Per Hour	\$ 300.00		
Grand Valley Ballroom with large patio	3 Hours			Saturday	Per Hour	\$ 350.00		
Alessandro Room (Full)	2 Hours			Monday through Friday 4:59pm	Per Hour	\$ 50.00		
Alessandro Room (Half)	2 Hours			Monday through Friday 4:59pm	Per Hour	\$ 25.00		
Alessandro Room (Half)	2 Hours			Long Term Rental 2-12 months	Per Hour	\$ 20.00		
Alessandro Room (Full)	2 Hours			Friday 5:00 pm through Sunday	Per Hour	\$ 50.00		
Alessandro Room (Half)	2 Hours			Friday 5:00 pm through Sunday	Per Hour	\$ 25.00		
Frank E. Brown Room	2 Hours			Monday through Sunday	Per Hour	\$ 25.00		
Dance Studio	2 Hours			Monday through Friday 4:59pm	Per Hour	\$ 30.00		
Dance Studio	2 Hours			Friday 5:00 pm through Sunday	Per Hour	\$ 45.00		
Entire Gymnasium	2 Hours			Monday through Friday 4:59pm	Per Hour	\$ 50.00		
Half Gymnasium	2 Hours			Friday 5:00 pm through Sunday	Per Hour	\$ 25.00		
Little Rascals Room	2 Hours			Monday through Sunday	Per Hour	\$ 40.00		
Service/Facility fees may apply								
Group 2 3	City of Moreno Valley resident, non-profit resident organization, Moreno Valley commercial groups for social activities, government agencies (Federal, State, County) and educational institutions. Proof of residency may be required.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 160.00		
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 210.00		
		Grand Valley Ballroom with small patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$ 250.00		
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	\$ 300.00		
		Grand Valley Ballroom with large patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$ 300.00		
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	\$ 350.00		
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 50.00		
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 25.00		
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	\$ 20.00		
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 50.00		
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 25.00		
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	\$ 25.00		
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 30.00		
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 45.00		
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 50.00		
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 25.00		

-509-

Item No. E.1

Section 7 - Parks and Community Services

User Group	Classification	Room	Minimum Time	Comments	Unit	Current Fee
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	\$ 40.00
		Service/Facility fees may apply				
Group 3 4	Non-Resident and non-resident non-profit agencies. Proof of non-profit status may be required. Commercial use.	Grand Valley Ballroom with small patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 200.00
		Grand Valley Ballroom with large patio	3 Hours	Monday through Friday 4:59pm	Per Hour	\$ 250.00
		Grand Valley Ballroom with small patio	2 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$ 300.00
		Grand Valley Ballroom with small patio	3 Hours	Saturday	Per Hour	\$ 400.00
		Grand Valley Ballroom with large patio	3 Hours	Friday 5:00 pm & All Day Sunday	Per Hour	\$ 350.00
		Grand Valley Ballroom with large patio	3 Hours	Saturday	Per Hour	\$ 400.00
		Alessandro Room (Full)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 75.00
		Alessandro Room (Half)	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 40.00
		Alessandro Room (Half)	2 Hours	Long Term Rental 2-12 months	Per Hour	\$ 20.00
		Alessandro Room (Full)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 75.00
		Alessandro Room (Half)	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 40.00
		Frank E. Brown Room	2 Hours	Monday through Sunday	Per Hour	\$ 40.00
		Dance Studio	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 75.00
		Dance Studio	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 110.00
		Entire Gymnasium	2 Hours	Monday through Friday 4:59pm	Per Hour	\$ 100.00
		Half Gymnasium	2 Hours	Friday 5:00 pm through Sunday	Per Hour	\$ 50.00
		Little Rascals Room	2 Hours	Monday through Sunday	Per Hour	\$ 40.00
Service/Facility fees may apply						

Section 7 - Parks and Community Services

Exhibit "A"

Conference and Recreation Center (Cont.)

Service/Facility	Unit	Current Fee
Grand Valley Ballroom Refundable Security Deposit for Groups 3 and 4		\$750.00 \$200.00 - \$750.00
Grand Valley Ballroom Refundable Security Deposit for Group 2 (Dependent on Event Liability)		\$0
Alessandro Room Refundable Security Deposit		\$ 100.00
Frank E. Brown Room Refundable Security Deposit		\$ 100.00
Dance Studio Refundable Security Deposit		\$250.00 - \$500.00
Gymnasium Refundable Security Deposit		\$250.00 - \$500.00
Grand Valley Ballroom Set-up Time and Tear Down of Event Minimum of one hour prior and one hour following event. Maximum of two hours.	Per Hour	\$ 31.00
Alessandro Room Set-up Time and Tear Down of Event Minimum of one hour prior and one hour following event. Maximum of two hours.	Per Hour	\$ 25.00
Scoreboard and Controller	Per Day	\$ 20.00
Extended Facility Use		
Entire Gymnasium	Per Hour	\$ 100.00
Half Gymnasium	Per Hour	\$ 50.00
Grand Valley Ballroom	Per Hour	\$ 450.00
False Alarm - Fire	Per Alarm	\$ 200.00
False Alarm - Police	Per Alarm	\$ 28.00
Cleaning Fee		\$200.00 - \$230.00
Unscheduled Program Use	Per Hour	\$ 100.00
Insurance		Cost Recovery
Decorating	Per Hour	\$ 31.00
Audio Visual Technician	Per Hour	\$35.00 - \$45.00
Staff Time	Per Hour	\$20.00 - \$30.00
Staff Overtime (per hour)		Cost Recovery
Security Services	Per Hour/Per Guard	\$20.00 - \$25.00

Equipment Rental	Current Fee
TV/VCR/DVD	\$25
Coffee Pot (12 cup)	\$6
Coffee Pot (55 cup)	\$20
Coffee Pot (100 cup)	\$40
Linen Rental	\$5
AV Projector	\$25
Overhead Projector	\$20
Microphone (cordless)	\$25
Deluxe Sound System (small system available at no charge)	\$100
Dance Floor - 500 sq.ft. thru 1000 sq. ft. (includes set-up)	\$200
Easel	\$10
Portable Bar	\$50
Projection Screen	No charge
Flags	No charge
Podium with microphone	No charge

* Tables and chairs are included in the room rental fee.

* Linens, cutlery, decorations, and patio furniture are not included with the room rental fee.

* Replacement fee will be assessed if equipment is damaged or destroyed.

* Rental equipment fees are subject to change without notice.

* Fees are subject to cost recovery charges.

RECIPROCAL ARRANGEMENTS

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-511-

Item No. E.1

Section 7 - Parks and Community Services

Mobile Stage Unit

Categories	Mandatory Staff Fee		Refundable Cleaning Deposit	Unit	Current Fee
	Stage Unit with Platforms (3 staff)	(2 staff)			
Category I	Cost Recovery	Cost Recovery			
			No Charge		No Charge
Category II					
Within Moreno Valley City Boundaries	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 135.00
Boundaries Outside of Moreno Valley	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 575.00
Category III					
	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 125.00
Category IV					
	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 335.00
Category V					
	Cost Recovery	Cost Recovery	\$ 100.00	Per Day	\$ 560.00

CATEGORY DEFINITIONS	
Category I:	Parks and Community Services Department, City sponsored and/or city co-sponsored events.
Category II:	Other governmental agencies (city, county, federal or state) and educational institutions (school districts).
Category III:	A Moreno Valley based non-profit service organization that holds monthly meetings within the City of Moreno Valley's city boundaries. Organization must have a City of Moreno Valley mailing address. Organization's primary purpose must be charity, youth development, cultural enrichment, or civic improvement; and must show proof of non-profit status (Section 501(c)(3) and 501(c)(4) of Internal Revenue Code). Organization must show a viable organizational structure including with the application a listing of board officers' names, addresses and telephone numbers.
Category IV:	Moreno Valley businesses located within the City of Moreno Valley's city boundaries.
Category V:	Non-Moreno Valley based businesses and non-profit organizations for use only within the City of Moreno Valley's city boundaries.

MOBILE STAGE UNIT MISCELLANEOUS INFORMATION

DIMENSIONS Stage When Extended	
Interior Length	36'
Interior Depth	13', 6"
Body of Mobile Stage Unit	
Width	8 feet
Length	40', 45' hitch
Height of Back Wall	92" or 7'-8"
Platforms	
Extra Stage - Total of 9 Each	4' X 8'

AMENITIES INCLUDED IN MOBILE STAGE UNIT COST

Skirting around mobile stage unit
Generator

OPTIONAL AMENITIES

Sound System available at an additional cost of \$50.00 per day plus \$100.00 refundable security / deposit.
Sound System include Amplifier - Includes 8 Channels
Two (2) Large speakers with stands
Two (2) microphones with stands
Tape deck

Equestrian Center

User Group	Classification		Current Fee
Group 1	City sponsored/conducted events, non-profit organizations, governmental agencies (Federal, State, County) and Educational Institutions with reciprocal arrangements (defined below).		\$ 0 *
Group 2	City of Moreno Valley resident (proof of residency may be required), resident non-profit organization (proof of residency may be required), governmental agencies (Federal, State, County) and Education Institutions.		\$ 100.00 *
Group 3	Moreno Valley commercial groups - social activities.	Per Day	\$ 125.00 *
Group 4	Non-Resident, non-profit, (proof of non-profit status may be required).	Per Day	\$ 125.00 *
Group 5	Resident, commercial use for profit.	Per Day	\$ 125.00 *
Group 6	Non-Resident, commercial use for profit.	Per Day	\$ 125.00 *

* Service/Facility Use Fees may apply

SERVICE / FACILITY USE FEES

Service / Facility	Current Fee
Refundable Security Deposit	\$ 300.00
Tractoring Fee (if applicable), each	\$ 100.00
Standby Tractoring Fee	\$ 50.00
Water Key Deposit	\$ 25.00
Lighting	\$ 15.00
Cancellation	\$ 25.00
Staff Overtime (per hour)	Cost Recovery

RECIPROCAL ARRANGEMENTS

Reciprocal arrangements are defined as a relationship of mutual facility use between the City of Moreno Valley and/or Moreno Valley Community Services District and governmental, educational agencies or resident non-profit organizations. Where reciprocal arrangements exist, no rental fee will be charged. However, cost recovery for staff and/or extraordinary expenses will be passed on to the user.

-513-

Item No. E.1

Section 8 - Police

	<u>Unit</u>	<u>Fee</u>
BC Letter (Alcohol Beverage Control Letter)	Each	\$ 19.00
 <u>Administrative Citations</u>		
1st Offense		\$ 100.00 MC 1.01.230
2nd Offense		\$ 200.00 MC 1.01.230
3rd Offense		\$ 500.00 MC 1.01.230
 Bingo Permit	 Annual	 \$ 50.00 Fee set by PC 326.5/Ord 611 11.50.050
Certification of Police Records	Each	\$ 5.00
Clearance Letter	Each	\$ 10.00 GC6253(b)
514- Citation Sign-off for Non-Resident	Each	\$ 15.00 GC26746.1
Concealed Weapons Permit	Processed by the Riverside County Sheriff's Department	
Explosive Permit (fingerprinting)	See Fingerprinting: Live Scan	
False Alarm Response		
Burglary	per Occurrence	\$ 30.00
Robbery	per Occurrence	\$ 120.00
Fingerprinting (Live Scan)		
Processing through DOJ and FBI	per Set	\$ 51.00 Fee set by DOJ and FBI
Processing through DOJ	per Set	\$ 32.00 Fee set by DOJ
Processing fee	per Set	\$ 10.00 PC 13300(e)

Section 8 - Police

Exhibit "A"

	<u>Unit</u>		<u>Fee</u>	
Juvenile Daytime Curfew Ordinance Police Service Fee (plus fine amount)			\$ 30.00	MC 11.05.080
Photographs				
Photographs: Traffic Collisions (3"x5" or 8"x10")*	Each		\$ 21.00	
Taking of Polaroid photograph and providing photo/slide and negative (3"x5" or 8"x10")	Each		\$ 21.00	
Taking of Polaroid photograph or reprint	Each		\$ 12.00	
Color Copy of Digital Photo	Each		\$ 5.00	
Mug Shot/Booking Photo	Each		\$ 5.00	
Police Services at Public Event				
Police Sergeant	per Hour		\$ 84.29	Fully burdened City cost per contract
Police Officer	per Hour		\$ 66.19	Fully burdened City cost per contract
Community Services Officer	per Hour		\$ 46.20	Fully burdened City cost per contract
Reports				
Collision and Crime	up to 10 pages		\$ 5.00	
	each additional page		\$ 0.20	
Repossession Fee			\$ 15.00	Fee set by GC26751 & GC41612

-515-

Item No. E.1

Section 8 - Police

	<u>Unit</u>	<u>Fee</u>
Second Hand Dealers License		
State Initial License		\$ 195.00 Bus & Prof Code 21641
Renewal		\$ 12.00 Bus & Prof Code 21642
Fingerprinting (Live Scan)		\$ 32.00 Fee set by DOJ
Live Scan processing fee		\$ 10.00 PC 13300(e)
		Federal Statute Title 5 Chapter 91
Security Clearance Information Act (SCIA) - Local Records Check		\$ 5.00 Section 9101
Taxicab		
Application Processing	Annual	\$ 152.00
Taxicab Driver Permit	Annual / per Driver	\$ 11.00
Taxicab Permit	Annual / per Taxicab	\$ 11.00
Fingerprinting/Background Check		See Fingerprinting: Live Scan
Tow Truck		
Driver Fee	Annual	\$ 24.00
Fingerprinting/Background Check		See Fingerprinting: Live Scan
Vehicle Release		\$ 120.00
Massage		
Appeal Fee (Operator and technician)		\$ 139.00
Application Fee and Renewal		\$ 13.00
Inspection Fee		\$ 135.00
<u>Background Check, Fingerprinting and photo</u>		
Initial		\$ 167.00
Renewal		\$ 67.00
Testing Fee (Operator and technician)		\$ 93.00

Section 9 - Public Works

Exhibit "A"

Administration

	<u>Unit</u>	<u>Fee</u>
Plans and Specification Fee (non-refundable)		Actual cost (\$10 min)
Copy of Capital Improvement Plan	Each	Actual City Cost
Self Haul Permit (Solid Waste)	Each	\$ 41.00

-517-

Item No. E.1

Section 9 - Public Works

Electric Utility

Fee

PLAN CHECKING AND INSPECTION/TESTING FEES

Upon submittal of improvement plan(s) for a project's electrical distribution system, line extension facilities and/or structures for plan review, the submittal shall be accompanied with a deposit of an amount equal to 3.25% of the engineer's estimated construction costs for improvements. Prior to second submittal of improvement plans, the City Engineer will approve a final cost for improvements and a plan review fee will be established. From this final fee, the deposit will be deducted. This fee shall be paid prior to the second submittal of the improvement plan(s).

Improvement Plans (Total cost of construction)

Off-Site & On-Site 1-3 submittals	
First \$20,000	4.00%
Next \$80,000	3.50%
Over \$100,000	3.25%
4th and subsequent submittals per sheet	\$248 / sheet

Revisions (Improvement Plans)

Minor per sheet	\$ 261.00
Major per sheet (minimum fee)	\$ 269.00

Inspection and Testing (Total cost of construction)

Off-Site & On-Site	
First \$20,000	4.00%
Next \$80,000	3.50%
Over \$100,000	3.25%

RATE SCHEDULE & CHART OF CHARGES AND FEES

The chart of Moreno Valley Electric Utility charges and fees are located in the *City of Moreno Valley Electric Service Rules, Fees and Charges* document. Moreno Valley Electric Utility rates are located in the *Moreno Valley Electric Rates* document. Both documents are approved by the City Council under separate consideration and are available online at http://www.moval.org/resident_services/utilities/rate-tariff.shtml or from the MVU Office.

Section 9 - Public Works

Exhibit "A"

Land Development

	Unit	Fee
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[Revised statement moved to Section 10 - Miscellaneous Fees and Charges.]

Note: Projects equal to or in excess of \$50,000,000 in total value will qualify to be considered for inclusion in the City's pilot program utilizing Time and Material charging/billing methodology for plan checks and inspections. For more information on this pilot program please contact the City Manager's Office.

Deposit, which will be valued at one quarter of the fee that would typically be charged for plan check or inspection services.

LEGAL AND OTHER DOCUMENTS

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Lot Line Adjustment	Each	\$ 936.00
Certificate of Parcel Merger	Each	\$ 936.00
Certificate of Correction	Each	\$ 469.00
Certificate of Compliance	Each	\$ 758.00
Conditional Certificate of Compliance	Each	\$ 1,178.00

Street Vacation

Summary	Each	\$ 1,139.00
Full	Each	\$ 3,782.00

Condemnation

Initial Processing Deposit	Deposit	\$ 5,000.00 +
Right-of-Way Acquisition and Processing (minimum fee)	Deposit (per lot)	\$ 5,000.00

Amount determined by City Engineer. Not to exceed total City cost.

-519-

Item No. E.1

Section 9 - Public Worksand DevelopmentDocument Review and Processing

	<u>Unit</u>	<u>Fee</u>
Minor Documents (Staff Reports, Offers of Dedication, Easement Deeds, Grant Deeds, Centerline Tie Sheets, Public Improvement Agreements, etc) (For 2 Reviews)	Each	\$ 752.00
Major Documents (Where Minor Document review fees are indeterminate)	Each	Amount determined by City Engineer. Not to exceed total City cost.
Public Improvement Agreement (Extension)	Each	\$ 879.00
Partial Bond Release	Each	\$ 1,694.00
Assurance of Construction (Grading, Damage and Minor Construction Securities)	Deposit	Security amount determined by City Engineer

MAP CHECKING

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Parcel Map and Tract Map	Each	\$ 3,860.00 +
	per Lot	\$ 41.00
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	\$ 190.00
Amended Map (Parcel and Tract)	Each	\$ 2,156.00
4th and Subsequent Reviews (Parcel and Tract)	per Sheet, per Review	\$ 190.00
Reversion to Acreage	Each	\$ 1,634.00
Monument Review Field		5% of Bond or \$415 min
Survey Monument Restoration (Two Reviews, Per Set)	Each	\$ 257.00

Section 9 - Public Works

Exhibit "A"

Land Development

	Unit	Fee
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IMPROVEMENT PLAN CHECK (Includes but is not limited to Street Improvements, Storm Drain, Water, Sewer, etc Plans)

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

<= \$100,000 of Engineer's estimate Plus	4.00%	+
\$100,001-\$250,000 of Engineer's estimate Plus	3.00%	+
> \$250,000 01 of Engineer's estimate	2.50%	
On-site Improvements (For non-single family residential, based on Engineer's estimate)	1.00%	
4th and Subsequent Reviews (Improvement Plans minimum fee)	per Sheet, per Review	\$ 248.00

~~Or as directed by the City Engineer. Not to exceed total City cost.~~
or amount determined by the City Engineer. Fee not to exceed total City cost.

For Multi-Agency Improvement Plans for facilities to be maintained by agencies other than the City of Moreno Valley

Deposit, which will be valued at one-half of the fee that would typically be charged for plan check services.

Revisions (Improvement Plans)

Minor (Including As-Built s , minimum fee*)	per Sheet, per Review	\$ 261.00
Major (minimum fee)	per Sheet, per Review	\$ 269.00

Amount determined by the City Engineer. Fee not to exceed total City cost.

* For As-Built~~s~~ with no changes, a one sheet fee is required.

-521-

Item No. E.1

Section 9 - Public Worksand DevelopmentMASS/ROUGH GRADING PLAN CHECK*Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted*

	<u>Unit</u>	<u>Fee</u>	
Subdivisions and Custom Homes			
0-5,000 CY		\$ 1,928.00	
5,001-100,000 CY Plus		\$ 1,928.00	+
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		\$ 318.00	
> 100,000 CY Plus		\$ 7,970.00	+
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		\$ 107.00	
Non Subdivisions			
0-5,000 CY		\$ 1,928.00	
5,001-100,000 CY Plus		\$ 1,928.00	+
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		\$ 284.00	
> 100,000 CY Plus		\$7,324	+
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		\$ 7,315.00	
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		\$ 70.00	
4th and Subsequent Reviews (Mass/Rough Grading Plans)	per Sheet, per Review	\$ 207.00	
Revisions (Mass/Rough Grading Plans)			
Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	\$ 247.00	
Major (minimum fee)	per Sheet, per Review	\$ 294.00	

* For As-Builts with no changes, a one sheet fee is required.

Section 9 - Public Works

Exhibit "A"

Land Development

STOCKPILE/BORROW SITE PLAN

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

	Unit	Fee
0-5,000CY ±		\$ 584.00 ±
5,001-100,000 CY ±		\$ 1,009.00 ±
> 100,000 CY		\$ 1,401.00
4th and Subsequent Reviews (Stockpile/Borrow Plans)	per Sheet, per Review	\$ 207.00
Revisions (Stockpile/Borrow Plans)		
Minor	per Sheet, per Review	\$ 247.00
Major (minimum fee)	per Sheet, per Review	\$ 294.00

Actual amount determined by the City Engineer. Fee not to exceed total City cost.

PRECISE GRADING PLAN CHECK

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Subdivisions and Custom Homes Plus	Each	\$ 1,837.00 +
	per Lot	\$ 70.00
Non Subdivisions		
On-site Improvement Plan Check Fee		
0-5,000CY		\$ 1,838.00
5,001-100,000 CY Plus		\$ 1,838.00 +
Each Additional 5,000 CY or portion thereof over 5,000 CY (prorated per cubic yard)		\$ 284.00
> 100,000 CY Plus		\$ 7,234.00 +
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		\$ 70.00
4th and Subsequent Reviews (Precise Grading Plans)	per Sheet, per Review	\$ 218.00

-523-

Item No. E.1

Section 9 - Public Worksand Development

	<u>Unit</u>	<u>Fee</u>
Revisions (Precise Grading Plans)		
Minor (Including As-Builts, minimum fee*)	per Sheet, per Review	\$ 247.00
Major (minimum fee)	per Sheet, per Review	\$ 294.00
* For As-Builts with no changes, a one sheet fee is required.		Actual amount determined by the City Engineer. Fee not to exceed total City cost.

STORM WATER MANAGEMENT PLAN CHECK*Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted*

Water Quality Basins (SFR Projects) (Civil Drawings)	Per Sheet	\$ 1,443.00
Water Quality Treatment (Non SFR Projects) (Civil Drawings)	Per Sheet	\$ 1,443.00
4th and Subsequent Reviews (Civil Drawings)	per Sheet, per Review	\$ 247.00
Water Quality Basin Landscaping (Landscape Drawings) (Landscape Drawings)		
Base Fee (7 sheets Maximum)		\$ 5,925.00
Each Additional Sheet		\$ 830.00
4th and Subsequent Reviews (Landscape Drawings)	per Sheet, per Review	\$ 178.00
Hydrology & Hydraulic Calculations for Treatment Control Devices	Each	\$ 464.00
Storm Water Pollution Prevention Plan (SWPPP) Document Review	Each	\$ 655.00

Section 9 - Public Works

Exhibit "A"

Land Development

STUDIES

Initial Fee Includes Three (3) Reviews, Unless Otherwise Noted

Flood Plain (CLOMR/LOMR)

	Unit	Fee	
1-10 Acres (Tributary)	Each	\$ 3,385.00	
Over 10 Acres	Each	\$ 3,385.00	+
Each Acre over 10 Acres	per Acre	\$ 20.00	

Drainage (Hydrology/Hydraulics)

0-50 Acres (Tributary)	per Acre	\$ 48.00	\$450 minimum
51-100 Acres Plus	Each	\$2,400 \$ 2,423.00	+
Each Additional Acre over 50	per Acre	\$ 6.00	
101-1,000 Acres Plus	Each	\$2,700 \$ 2,723.00	+
Each Additional Acre over 100	per Acre	\$ 4.00	
Over 1,000 Acres Plus	Each	\$6,300 \$ 6,323.00	+
Each Additional Acre over 1,000	per Acre	\$ 1.00	

4th and Subsequent Review	Each Review	Total City Cost
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Preliminary Drainage Study (Entitlement Stage)	Each	\$ 464.00
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Preliminary Water Quality Management Plan (P-WQMP)

WQMP Preliminary Document Review

First Two Reviews Only (Consultant and Admin)		\$ 934.00
Third and Subsequent Reviews (Fee for Consultant Only)	Each Review	\$ 321.00
All Meetings	per Hour	\$250 \$ 206.00
All Teleconferences	per Hour	\$150 \$ 206.00

-525-

Item No. E.1

Section 9 - Public Works

and Development

Final Water Quality Management Plan (F-WQMP)

WQMP Final Document Review

(Initial fee includes Document Review, Teleconferences and Meetings)

Basic Review (Maximum 2 Reviews and 2 Meetings)

(Applies to Hillside Residential ≤ 9 Units)

\$ 1,098.00

Subsequent Reviews

Each Review

\$ 750.00

Subsequent Meetings

per Hour

\$ 250.00

Subsequent Teleconferences

per Hour

\$ 150.00

Standard Review (Maximum 2 Reviews and 2 Meetings)

\$ 4,290.00

(Applies to Residential ≤ 50 Units; Commercial ≤ 2 Acres; Industrial ≤ 1 Acre; Automotive ≤ 1 Acre; Restaurants ≤ 1 Acre; Hillside Development ≤ 1 Acre (Except Hillside Residential ≤ 9 Units); and Parking Lots ≤ 2 Acres)

Subsequent Reviews

Each Review

\$ 1,440.00

Subsequent Meetings

per Hour

\$ 250.00

Subsequent Teleconferences

per Hour

\$ 150.00

Complex Review (Maximum 3 Reviews and 3 Meetings)

\$ 6,179.00

(Applies to MFR or SFR > 50 Units; Commercial > 2 Acres; Industrial > 1 Acre; Automotive > 1 Acre; Restaurants > 1 Acre; Hillside Development > 1 Acre (Except Hillside Residential ≤ 9 Units); and Parking Lots > 2 Acres)

Subsequent Reviews

Each Review

\$ 1,824.00

Subsequent Meetings

per Hour

\$ 250.00

Subsequent Teleconferences

per Hour

\$ 150.00

OTHER PLAN CHECK FEES

~~Developer Requested Expedition of Plan, Map and Document Review~~

~~Regular plan, map and document review fee + 25%~~

Section 9 - Public Works

Exhibit "A"

Land Development

Underground Overhead Utilities

	Unit	Fee	
Underground of Utilities Administration Fee Plus		\$ 70.00	+
Underground of Utilities In-Lieu Fee (In accordance with Development Code 9.14.130)	per Linear Foot	\$ 196.00	

IMPROVEMENT PLAN INSPECTION

Grading

Mass, Rough, or Precise, Stockpile or Borrow Grading Inspection (All projects)			
0-100 CY		\$ 637.00	
101-1,000 CY Plus		\$ 637.00	+
Each Additional 100 CY or portion thereof over 100 CY (prorated per cubic yard)		\$ 120.00	
1,001-10,000 CY Plus		\$1,717	+
Each Additional 1,000 CY or portion thereof over 1,000 CY (prorated per cubic yard)		\$ 1,714.00	
10,001-100,000 CY Plus		\$5,227	+
Each Additional 10,000 CY or portion thereof over 10,000 CY (prorated per cubic yard)		\$ 5,221.00	
> 100,000 CY Plus		\$8,422	+
Each Additional 10,000 CY or portion thereof over 100,000 CY (prorated per cubic yard)		\$ 8,413.00	
		\$ 318.00	

Offsite (Public Right-of-Way) Improvements

Improvement Plan (Offsite Public Improvements, Per Project)			
< \$100,000 of Engineers estimate Plus		4.00%	+
\$100,000-\$250,000 of Engineers estimate Plus		3.00%	+
> \$250,000 of Engineers estimate		2.50%	
Onsite Improvements (Based on Engineer's estimate)		1.00%	

For Multi-Agency Improvement Plans for facilities to be maintained by agencies other than the City of Moreno Valley

Deposit, which will be valued at one-half of the fee that would typically be charged for inspection services.

-527-

Item No. E.1

Section 9 - Public Works

and Development

	Unit		Fee	
Re-inspection	Each		\$ 432.00	
Holidays, Weekends and Night Inspections (Based on staff availability)	per Hour*	\$79.00	\$ 193.00	Straight Time
	*minimum of 2 hour		\$96.00	Over Time

STORM WATER MANAGEMENT INSPECTION

Storm Water Pollution Abatement Program

Projects Under Construction

Construction Site Inspection			\$ 402.00	
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Existing Businesses

NPDES Industrial Site Initial Inspection	Each		\$ 451.00	
Follow-up Compliance Inspection	Each		\$ 211.00	
NPDES Commercial Site Initial Inspection	Each		\$ 331.00	
Follow-up Compliance Inspection	Each		\$ 211.00	
NPDES Restaurant Initial Inspection (CAP)	Each		\$ 271.00	
Follow-up Compliance Inspection	Each		\$ 211.00	

Water Quality Basin Landscape Inspection

0-1 Acre			\$ 11,853.00	
1-1.5 Acres			\$ 13,631.00	
1.5-2 Acres			\$ 15,408.00	
2-2.5 Acres			\$ 17,187.00	
Each additional 1/2 Acre > 2.5 Acres	per 1/2 Acre		\$ 1,777.00	

PENALTY FEES

Inspection and Testing work in Right-of-Way without Encroachment Permit			\$ 603.00	
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Failure to Schedule Inspection Prior to Performing Work *			\$ 122.00	
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* Penalty Fee to be determined by the City Engineer. Listed amount for the first offense and not to exceed \$500 for each subsequent offense.

Section 9 - Public Works

Exhibit "A"

Land Development

PERMITS - ADMINISTRATION FEES

	Unit	Fee	
Grading or Inspection: Permit Issuance	Each	\$ 82.00	
Construction Permit Issuance	Each	\$ 82.00	
Newspaper Rack Annual Permit Issuance	Each	\$ 82.00	
Annual Utility Blanket Permit Administration	Each	\$ 82.00	
Second Driveway Approach Application	Each	\$ 82.00	

PERMITS - INSPECTION FEES

Concrete Sidewalk			
0-100 Linear Feet	Each	\$ 66.00	+
> 100 Linear Feet	per Linear Foot	\$ 1.00	
Parkway Drains	Each	\$ 144.00	
Residential Curb Core (2 maximum per lot)	per Lot	\$ 78.00	
Driveways			
Commercial	Each	\$ 144.00	
Residential	Each	\$ 203.00	
Excavation-Street Crossing	per Linear Foot	\$ 2.00	\$232 min
Excavation Parallel Trench	per Linear Foot	\$ 0.50	\$232 min
Small Bore Potholes (12" Diameter Maximum)	Each	\$ 26.00	
All Other Potholes	Each	\$ 77.00	
Bores/Splice Pits	Each	\$ 52.00	

-529-

Item No. E.1

Section 9 - Public Works

and Development

	Unit	Fee
Non-Retaining Wall	Each	\$ 144.00
Fence	Each	\$ 144.00
Newspaper Rack Installation	Each	\$ 52.00
Utility Blanket Permit Individual Location Inspection	Each	\$ 15.00

Miscellaneous Inspections (Based on staff availability)	per Hour*	\$79.00	Amount determined by the City Engineer. Fee not to exceed total City cost.
	*minimum of 1 hour	\$96.00	Straight Time Over Time

OTHER PERMITS

Application Fee for Special Events, (Including Permit to Conduct a Parade or other event within Public Property or Street Right-of-Way.)	Each	\$ 205.00
Block Party Permit Processing	Each	\$ 82.00
Flood Plain Determination (Community Rating System)	per Lot	\$ 20.00
Elevation Certification (Mobile Home Park)	Each	\$ 155.00

Section 9 - Public Works

Exhibit "A"

Land Development

OTHER FEES

Advanced Energy Fees

	Unit	Fee	
Administration Fee		\$ 404.00	
Zone B (9,500 Lumens)	Each	\$ 261.00	
Zone C (22,000 Lumens)	Each	\$ 347.00	
Single Family Residence Review	per Project	\$ 390.00	

Area Drainage Plan Fee

Established by and payable to the County of Riverside Flood Control District

MISCELLANEOUS LAND DEVELOPMENT FEES

City of Moreno Valley Book of Standard Drawings	Each	\$ 45.00	
Research of Records, Files, etc.			
Technical	per Hour *	\$ 84.00	+reproduction costs
Professional	per Hour *	\$ 136.00	+reproduction costs
* minimum of 1/2 hour			
In-house Reproduction costs of Engineered Plan Sheets (Large Format)	per Sq Ft	\$ 1.00	

-531-

Item No. E.1

Section 9 - Public Works

	<u>Unit</u>	<u>Fee</u>
<u>Maintenance and Operations</u>		
Tree Planting		
15 Gallon	Each	\$ 190.00
24" Box	Each	\$ 270.00
Private Residence Tree Removal (Service not available on request; service will only be performed when required as determined by Public Works, Maintenance and Operations Division)	Each	\$ 270.00

Section 9 - Public Works

Exhibit "A"

Special Districts

	Unit	Fee	
Land and Assessment Division Applications with amended assessment diagram	per Parcel	\$ 900.00	+
		\$ 25.00	
without amended assessment diagram	per Parcel	\$ 1,500.00	+
		\$ 35.00	
Special District Formation Application	Each	\$ 5,000.00	
Special District Formation/Bond Issuance	Each	1% of bond issue	\$50,000 min
Special Tax Report	Each	City Cost	\$10 min
Annual Levy Report	Each	City Cost	\$10 min
Parcel Payoff/ Amortization Schedule	per Parcel	\$ 46.00	
Note: Bond payoff/ amortization schedule information is given to property owners free of charge. Others requesting information will be charged per parcel.			
Fixed Charge Tax Bill Revisions	per Parcel	County Cost	
Plans and Specifications (Non-refundable) (Landscape and Street Light documents)		City Cost	\$10 min
Mail Ballot Processing			
Administrative Fee	per Proceeding	\$ 1,574.00	
Ballot Fee	per Ballot	\$ 3.00	

-533-

Item No. E.1

Section 9 - Public Works

	<u>Unit</u>	<u>Fee</u>
<u>Special Districts</u>		
<u>Parkway Landscape Plan Check</u>		
Base Fee (7 sheets & 3 total submittals)		\$ 5,925.00
Each Additional Sheet & 3 submittals		\$ 830.00
Each Additional submittal	per Sheet	\$ 178.00
<u>Landscape Inspection</u>		
0-1 Acre		\$ 11,853.00
1-1.5 Acres		\$ 13,631.00
1.5-2 Acres		\$ 15,408.00
2-2.5 Acres		\$ 17,187.00
Each additional 1/2 acre > 2.5	per 1/2 acre	\$ 1,777.00
Public Works Landscape Design Guidelines	Each	\$ 15.00

Section 9 - Public Works

Exhibit "A"

	<u>Unit</u>		<u>Fee</u>	
<u>Transportation Engineering</u>				
<u>Permit Parking Program</u>				
Application Fee	Each	\$	90.00	
Initial Permit Fee	per household or business	\$	57.00	
Annual Renewal Fee	per household or business	\$	19.00	
<u>Special Traffic Count</u>				
Daily Directional	per Count	\$	135.00	
Daily Non-Directional	per Count	\$	67.00	
Peak Hour Intersectional	per Count	\$	47.00	
<u>Speed Study</u>				
Radar		\$	51.00	
Speed Profile (2 tubes, 1 machine)		\$	190.00	
Special Traffic Curb Painting	Deposit	\$	178.00	Actual charge is "fully burdened" rate charge
<u>Signs</u>				
Miscellaneous Traffic Control Signs (Stop, Yield, Bus Stop, etc)	Each	\$	270.00	
Neighborhood Watch Signs (Installed)	Each	\$	13.00	
Street Name Sign	Each	\$	405.00	

-535-

Item No. E.1

Section 9 - Public Works

	<u>Unit</u>	<u>Fee</u>
<u>Transportation Engineering</u>		
<u>Signal Construction Inspection and Turn-on</u>		
<= \$100,000 of Engineer's estimate		4.00%
\$100,001-\$250,000 of Engineer's estimate		3.00%
> \$250,000 of Engineer's estimate		2.50%
Controller Testing		\$ 1,929.00
Signing and Striping Plan Review (1-3 submittals)	Per Sheet	\$ 350.00
4th and subsequent submittals	Per Sheet	
<u>Temporary Parking Permit</u>		
Type I		\$ 135.00
(Allow temporary parking on a restricted street section with curb lane width of less than 18 ft)		
Type II		\$ 67.00
(Allow temporary parking on a restricted street section with curb lane width of 18 ft or more)		
<u>Traffic Impact Analysis</u>		
Minor	Each	\$ 1,132.00
Major	Each	\$ 3,000.00
Traffic Control Plan Review (1-3 submittals)	per Sheet	\$ 350.00
4th and subsequent submittals	Per Sheet	

Section 10 - Miscellaneous Fees and Charges

Exhibit "A"

	Unit	Fee
Council Chamber Room Rental	per Day	\$ 132.00
Neighborhood Preservation Revitalization Program Housing Inspection Minimum Permit Fees (all types of permits)	Each	\$ 122.00
Housing Assistance Financial Analysis Charge		City Cost
Mileage for City employee appearances	per Mile	IRS allowable rate
Motion Picture Permit	Each	\$ 393.00
<u>Copies *</u>		
Black & White	per Page	\$ 0.20
Color	per Page	\$ 0.75

* All government agencies and their official representatives shall be exempt from paying these charges for single copies for official use.

Copies and Research in response to subpoena	per Occurrence	City cost as provided for in California Evidence Code Section 1563
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Copies of maps, documents, graphs or special work may be furnished upon the payment of the cost of printing and preparation. For such items for which a regular established price is unavailable, the Department Head, in collaboration with the Financial & Administrative Services Director, may establish a price consistent with the cost of printing and preparation thereof. The Financial & Administrative Services Director shall report such exceptions to the City Manager. It shall be the responsibility of the City Manager to review such costs annually and make such recommendations to the City Council as required to keep charges consistent with actual costs.

The City Council may waive processing or appeal fees for any private or public agency on a case-by-case basis. In the case of an appeal by a public agency or school district, no fee shall be charged until the City Council considers the appeal matter itself and renders a decision on the waiver of the fee after the entire appeal matter has been heard.

Note: Projects equal to or in excess of \$50,000,000 in total value will qualify to be considered for inclusion in the City's pilot program utilizing Time-and-Material charging/billing methodology for Development Services activities ~~plan checks and inspections~~. For more information on this pilot program please contact the City Manager's Office.

Land Development Division Deposits will be valued at one-quarter of the fee that would typically be charged for plan check or inspection services.

Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

Exhibit "A"

Item No. E.1

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.12.130	Parked in violation of designated curb color	\$ 28.50	\$ 9.50	\$ 38.00	\$ 66.50	\$ 9.50	\$ 76.00
12.12.130	No standing/stopping/parking anytime (posted)	\$ 28.50	\$ 9.50	\$ 38.00	\$ 66.50	\$ 9.50	\$ 76.00
12.12.130	Posted time 6 p.m. to 6 a.m. (commercial vehicle)	\$ 28.50	\$ 9.50	\$ 38.00	\$ 66.50	\$ 9.50	\$ 76.00
12.38.040	Vehicle parked on street in excess of 72 hours	\$ 28.20	\$ 9.50	\$ 37.70	\$ 66.50	\$ 9.50	\$ 76.00
12.42	No parking (street sweeping)	\$ 45.00	\$ 9.50	\$ 54.50	\$ 106.00	\$ 9.50	\$ 115.50
6.04.030p5c	Parking on unimproved surface	\$ 20.00	\$ 9.50	\$ 29.50	\$ 56.00	\$ 9.50	\$ 65.50
11.24.200	Inoperative vehicle in view in excess of 72 hours	\$ 20.00	\$ 9.50	\$ 29.50	\$ 56.00	\$ 9.50	\$ 65.50

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.38.020A	It is unlawful to park or leave standing any of the following:						
12.383020A1	Any vehicle or trailer which is used to transport animals or which harbors vermin or pestilence or which emits noxious or nuisance odors on any highway, street, road alley or on any public or private property within the city.	\$ 75.50	\$ 9.50	\$ 85.00	\$ 156.50	\$ 9.50	\$ 166.00
12.38.020A2	Any vehicle or trailer which contains any hazardous substances as defined in section 2452 of the California Vehicle Code on any highway, street, road, alley or on any public or private property within the city.	\$ 75.50	\$ 9.50	\$ 85.00	\$ 156.50	\$ 9.50	\$ 166.00
12.38.020A3	Any trailer, utility trailer, boat trailer, boat, camper, camper shell, camp trailer, trailer coach or semi-trailer that is non-self propelled, non-motorized or not capable of movement under its own power and which is unattached to a vehicle on any highway, street, road or alley within the city.	\$ 75.50	\$ 9.50	\$ 85.00	\$ 156.50	\$ 9.50	\$ 166.00
12.38.020A4	Any vehicle on any highway, street, road or alley within the city for the purpose of servicing or repairing such vehicle except when necessitated by an emergency.	\$ 75.50	\$ 9.50	\$ 85.00	\$ 156.50	\$ 9.50	\$ 166.00

-538-

Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

Exhibit "A"

M.V.M.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
12.38.020B	It is unlawful to park or leave standing any commercial vehicle, truck, trailer or semi-trailer having a manufacturer's gross vehicle weight rating (Vehicle Code Section 390) of ten thousand (10,000) pounds or more as described in the following:						
12.38.020B1	On any highway, street, road, alley or private property within the residential district within the city.	\$ 73.50	\$ 9.50	\$ 83.00	\$ 156.50	\$ 9.50	\$ 166.00
12.38.020B2	On any vacant or unimproved non-residential property in the city.	\$ 73.50	\$ 9.50	\$ 83.00	\$ 156.50	\$ 9.50	\$ 166.00
12.38.020B3	On any residential property so that any part of such vehicle is within one hundred (100) feet of any human dwelling.	\$ 73.50	\$ 9.50	\$ 83.00	\$ 156.50	\$ 9.50	\$ 166.00
12.38.020B4	Within one hundred fifty (150) feet of any driveway opening.	\$ 73.50	\$ 9.50	\$ 83.00	\$ 156.50	\$ 9.50	\$ 166.00
12.38.020B5	Within any commercially zoned property for the purpose other than doing business at the site, or for the purpose not related to such business operation, or remaining parked or standing for longer than reasonably appropriate to do such business or acts related to such business operations.	\$ 73.50	\$ 9.50	\$ 83.00	\$ 156.50	\$ 9.50	\$ 166.00
12.38.020B6	On any residential property so that any part of such vehicle is within fifteen (15) feet of the property line, a public sidewalk or a public or private roadway edge.	\$ 73.50	\$ 9.50	\$ 83.00	\$ 156.50	\$ 9.50	\$ 166.00
12.38.020B7	On any alley within the city.	\$ 73.50	\$ 9.50	\$ 83.00	\$ 156.50	\$ 9.50	\$ 166.00
12.38.020B7	On any highway, street or road which is adjacent to a parcel upon which there exists a public facility. Within the meaning of this subsection, "public facility" includes, but is not limited to, parks, schools and civic buildings.	\$ 73.50	\$ 9.50	\$ 83.00	\$ 156.50	\$ 9.50	\$ 166.00
12.38.020B9	Any unattached semi-trailer on a public highway, street, road or alley within the city.	\$ 73.50	\$ 9.50	\$ 83.00	\$ 156.50	\$ 9.50	\$ 166.00
12.38.020C	While adjacent to a developed residential area within the city, the operator shall not idle the vehicle's engine for longer than fifteen (15) minutes.	\$ 73.50	\$ 9.50	\$ 83.00	\$ 156.50	\$ 9.50	\$ 166.00

539

Item No. E.1

Section 11 - Penalties and Delinquent Fee Schedule for Parking Violations

Exhibit "A"

Item No. E.1

C.V.C.	Description	Bail			Bail with Penalty (Delinquent)		
		City Portion	State Portion	Total Bail	City Portion	State Portion	Total Bail
5204	Improper display of tabs	\$ 45.00	\$ 9.50	\$ 54.50	NA	NA	NA
	Improper display of tabs with correction	\$ 5.00	\$ 9.50	\$ 14.50	NA	NA	NA
21113(a)	Unauthorized parking upon public grounds	\$ 20.00	\$ 9.50	\$ 29.50	\$ 49.50	\$ 9.50	\$ 59.00
21211(a)	Stopping in bicycle lane	\$ 20.00	\$ 9.50	\$ 29.50	\$ 49.50	\$ 9.50	\$ 59.00
22500(a)	Parking unlawfully, within intersection	\$ 20.00	\$ 9.50	\$ 29.50	\$ 49.50	\$ 9.50	\$ 59.00
22500(b)	Parking unlawfully, on crosswalk	\$ 20.00	\$ 9.50	\$ 29.50	\$ 49.50	\$ 9.50	\$ 59.00
22500(c)	Parking unlawfully, adjacent to safety zone	\$ 20.00	\$ 9.50	\$ 29.50	\$ 49.50	\$ 9.50	\$ 59.00
22500(d)	Parking unlawfully, within 15 feet of fire station driveway	\$ 20.00	\$ 9.50	\$ 29.50	\$ 49.50	\$ 9.50	\$ 59.00
22500(e)	Parking unlawfully, blocking any driveway	\$ 20.00	\$ 9.50	\$ 29.50	\$ 49.50	\$ 9.50	\$ 59.00
22500(f)	Parking unlawfully, on a sidewalk	\$ 20.00	\$ 9.50	\$ 29.50	\$ 49.50	\$ 9.50	\$ 59.00
22500(g)	Parking unlawfully, blocking excavation	\$ 20.00	\$ 9.50	\$ 29.50	\$ 49.50	\$ 9.50	\$ 59.00
22500(h)	Parking unlawfully, double parking	\$ 20.00	\$ 9.50	\$ 29.50	\$ 49.50	\$ 9.50	\$ 59.00
22500(i)	Parking unlawfully, in posted bus loading zone	\$ 20.00	\$ 9.50	\$ 29.50	\$ 49.50	\$ 9.50	\$ 59.00
22500(k)	Parking on a bridge, unless otherwise permitted or authorized	\$ 20.00	\$ 9.50	\$ 29.50	\$ 49.50	\$ 9.50	\$ 59.00
22500(l)	Parking unlawfully, blocking sidewalk wheelchair access	\$ 420.00	\$ 9.50	\$ 429.50	NA	NA	NA
22500.1	Parking unlawfully, in posted fire area	\$ 50.00	\$ 9.50	\$ 59.50	\$ 109.50	\$ 9.50	\$ 119.00
22502(a)	Vehicle parked with right wheels in excess of 18" from right hand curb (exception: Motorcycles shall be parked with at least one wheel touching the right hand curb).	\$ 20.00	\$ 9.50	\$ 29.50	\$ 49.50	\$ 9.50	\$ 59.00
22507.8(a)	Parking in space designated for disabled	\$ 420.00	\$ 9.50	\$ 429.50	NA	NA	NA
22507.8(b)	Obstruct or block disabled parking space	\$ 420.00	\$ 9.50	\$ 429.50	NA	NA	NA
22507.8(c)	Parking in cross-hatch area designated for disabled	\$ 420.00	\$ 9.50	\$ 429.50	NA	NA	NA
22514	Parking within 15 feet of fire hydrant	\$ 50.00	\$ 9.50	\$ 59.50	\$ 109.50	\$ 9.50	\$ 119.00
22515(b)	Unattended vehicle wheels not blocked, and/or parking brake not set	\$ 20.00	\$ 9.50	\$ 29.50	\$ 49.50	\$ 9.50	\$ 59.00
22522	Parking within 3 feet of a sidewalk access ramp	\$ 420.00	\$ 9.50	\$ 429.50	NA	NA	NA
22658	Unauthorized parking	\$ 20.00	\$ 9.50	\$ 29.50	\$ 49.50	\$ 9.50	\$ 59.00
40226	Failure to display handicapped placard	\$ 20.00	\$ 9.50	\$ 29.50	\$ 49.50	\$ 9.50	\$ 59.00
	Other	\$ 20.00	\$ 9.50	\$ 29.50	\$ 49.50	\$ 9.50	\$ 59.00

540

Section 12 - Development Impact Fees

Exhibit "A"

Unit	----- Residential -----				---- Commercial ----		Industrial General	-----Office-----	
	Single Family	Affordable-Single Family	Multi Family	Affordable Multi Family	General	Regional		Class A	Non-Class A
	Current	Current	Current	Current	Current	Current		Current	Current
	DU	DU	DU	DU	KSF	KSF	KSF	KSF	KSF
Transportation Uniform Mitigation Fees (TUMF)	\$ 10,046	\$ -	\$ 7,054	\$ -	\$ 9,990	\$ 9,990	\$ 1,840	\$ 2,190	\$ 5,710
Arterial Streets	\$ 4,531	\$ 1,275	\$ 3,171	\$ 892	\$ 4,482	\$ 2,231	\$ 1,281	\$ 1,275	\$ 1,921
Traffic Signals	\$ 567	\$ 421	\$ 397	\$ 294	\$ 678	\$ 443	\$ 194	\$ 253	\$ 290
Interchange Improvements	\$ 524	\$ -	\$ 367	\$ -	\$ 684	\$ -	\$ 195	\$ -	\$ 293
Fire Facilities	\$ 650	\$ 252	\$ 261	\$ 101	\$ 80	\$ 36	\$ 58	\$ 38	\$ 67
Police Facilities	\$ 464	\$ 126	\$ 368	\$ 101	\$ 232	\$ 64	\$ 42	\$ 51	\$ 114
Park Improvements	\$ 3,109	\$ 1,598	\$ 2,723	\$ 1,193	\$ -	\$ -	\$ -	\$ -	\$ -
Recreation Centers	\$ 193	\$ 1,198	\$ 169	\$ 1,049	\$ -	\$ -	\$ -	\$ -	\$ -
Libraries and Materials	\$ 813	\$ 668	\$ 712	\$ 499	\$ -	\$ -	\$ -	\$ -	\$ -
Park Land (Quimby In-Lieu Fees)	\$ 1,865	\$ 573	\$ 1,634	\$ 428	\$ -	\$ -	\$ -	\$ -	\$ -
Animal Shelter	\$ 152	\$ -	\$ 133	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Maintenance Equipment	\$ 50	\$ -	\$ 20	\$ -	\$ 4	\$ -	\$ 3	\$ -	\$ 4
City Hall	\$ 529	\$ 292	\$ 212	\$ 118	\$ 74	\$ 42	\$ 52	\$ 45	\$ 62
Corporate Yard	\$ 298	\$ 283	\$ 119	\$ 113	\$ 53	\$ 41	\$ 37	\$ 43	\$ 43
Total	\$ 23,790	\$ 6,686	\$ 17,340	\$ 4,788	\$ 16,277	\$ 12,847	\$ 3,702	\$ 3,895	\$ 8,504

NOTES:

1. The general policy is that all impact fees will be adjusted annually. However, in FY 2008 the City Council froze impact fees at their current level due to the slowdown in development activity.
2. The fees will be adjusted to reflect the annual increase using the Council approved 20-City Average Building Cost Index of the Engineering News Record.

TUMF fees are set by the Western Riverside County Organization of Governments (WRCOG).

UNITS LEGEND

U = Dwelling Unit for residential development types

F = 1,000 gross square feet of building area for commercial, industrial and office development types

Item No. E.1

IMPLEMENTATION NOTES:

With respect to each second dwelling unit on a single family residential lot qualifying as a "granny flat" housing unit, the fees shall equal one-half of the fees applicable to each multi-family dwelling unit.

With respect to commercial and industrial and non-class A office development impact fees, there will be a continuation of existing fees with the intent of charging one-half of the fees as calculated in the Development Impact Fee Update Study Report (nexus study) as approved by City Council on October 11, 2005, through a two-year phase-in beginning on January 16, 2007.

With respect to Class A office development impact fees, these shall be frozen at the pre-January 12, 2006 fees, or \$1,705 per 1,000 square feet.

With respect to Residential Single Family and Residential Multi-Family development impact fees, the fees shall be charged at 100% of the fees as calculated in the Development Impact Fee Update Study Report (nexus study) as approved by City Council on October 11, 2005, and shall take effect on January 12, 2006.

With respect to Residential Affordable Single-Family and Residential Affordable Multi-Family, these fees shall be frozen at the pre-January 12, 2006 fees until such time that the City Council deems it appropriate to amend the Impact Fee Resolution.

Hence:

Impact Fee Type	----- Residential -----				----- Commercial -----		Industrial General	----- Office -----	
	Single Family	Affordable-Single Family	Multi Family	Affordable Multi Family	General	Regional		Class A	Non-Class A
Fee Basis	Dwelling Unit	Dwelling Unit	Dwelling Unit	Dwelling Unit	1,000 sq ft	1,000 sq ft	1,000 sq ft	1,000 sq ft	1,000 sq ft
Current Fee (2)	\$6,686.00	\$6,686.00	\$4,788.00	\$4,788.00	\$3,823.00	\$2,857.00	\$1,148.00	\$1,705.00	\$1,705.00
Calculated Fee per Nexus Study (2)	\$13,241.00	\$13,625.00	\$9,909.00	\$10,178.00	\$17,503.00	\$13,174.00	\$5,156.00	\$7,762.00	\$7,762.00
Recommended Fee	100% of Nexus Fee	Freeze @ 100% of Pre 1/12/06 Fee	100% of Nexus Fee	Freeze @ 100% of Pre 1/12/06 Fee	50% of Nexus Fee	50% of Nexus Fee	50% of Nexus Fee	Freeze @ 100% of Pre 1/12/06 Fee	50% of Nexus Fee
Fees at 1/12/06 (2)	\$13,241.00	\$6,686.00	\$9,909.00	\$4,788.00	\$3,823.00	\$2,857.00	\$1,148.00	\$1,705.00	\$1,705.00
Fees at 1/16/07 (2)	\$13,241+ 1 yr. CPI	\$6,686.00	\$9,909 + 1 yr CPI	\$4,788.00	\$6,287.00	\$2,857.00	\$1,863.00	\$1,705.00	\$2,793.00
Fees at 1/16/08 (2)	\$13,241 + 2 yr. CPI	\$6,686.00	\$9,909+ 2 yr CPI	\$4,788.00	\$8,752.00	\$2,857.00	\$2,578.00	\$1,705.00	\$3,881.00
Fees at 1/16/09 (2)	\$13,241 + 3 yr. CPI	\$6,686.00	\$9,909+ 3 yr CPI	\$4,788.00	\$8752+1 yr. CPI	\$6,587.00	\$2578+ 1 yr. CPI	\$1,705.00	\$3881+ 1 yr. CPI

Note: 1) Fees are rounded to the nearest whole dollar. Fees will vary from what is shown for 1/16/07 and 1/16/08 based on annual July 1st adjustments for inflation, which are not included in the above examples.

2) Fees shown in example do not include TUMF

Section 13 - Conduit Financing Fees

Exhibit "A"

Type of Financing	Issue Size			Initial Application Fee	Required Deposit	Annual Fee
	< \$5.0 million	\$5.0 to \$10.0 million	> \$10.0 million			
Non-Profit Less than "A" rated	\$ 5,000	\$5,000 plus 0.25% in excess of \$5.0 million	\$17,500+0.2% in excess of \$5.0 million	\$ 4,000	\$20,000+1/2 of issue fee	0.125% of initial par value
Multi-family housing credit enhanced	\$ 5,000	\$5,000+0.15% in excess of \$5.0 million	\$12,500+0.15% in excess of \$5.0 million	\$ 2,000	\$20,000+1/3 of issue fee	0.125% of initial par value
Non-Profit "A" rated or better	\$ 5,000	\$5,000+0.10% in excess of \$5.0 million	\$10,000+0.10% in excess of \$5.0 million	\$ 2,000	\$20,000+1/4 of issue fee	0.125% of initial par value

-543-

Item No. E.1

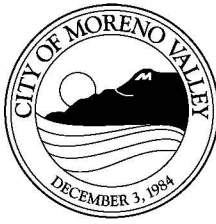
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CITY COUNCIL REPORTS ON REGIONAL ACTIVITIES

- a) Mayor Pro Tem Robin N. Hastings report on Western Riverside Council of Governments (WRCOG) (Continued from May 11, 2010)**

- b) Council Member Richard A. Stewart report on March Joint Powers Commission (MJPC) (Continued from May 11, 2010)**

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>But</i>
CITY MANAGER	<i>WES</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 (CSD)

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

AGENDA DATE: May 25, 2010

TITLE: REPORT TO CONSIDER PUBLIC COMMENTS REGARDING THE MORENO VALLEY COMMUNITY SERVICES DISTRICT PROPOSED FISCAL YEAR 2010/11 ANNUAL CHARGES

RECOMMENDED ACTION

Staff recommends that the Mayor and the City Council, acting in their capacities as President and Members of the Board of Directors of the CSD ("CSD Board"), accept public comments regarding the proposed fiscal year (FY) 2010/11 annual CSD charges. The proposed charges shall provide funding of maintenance services for parks, recreation, residential street lighting, arterial street lighting, parkway landscaping, high-service-level parkway landscaping, internal parkway landscaping/walls, medians, and Sunnymead Boulevard improvements, as submitted in the Preliminary Annual Levy Report on file in the office of the City Clerk.

ADVISORY COMMITTEE RECOMMENDATION

The Parks and Recreation Advisory Committee (PRAC) does not complete a detailed review of the budget for Zone A (Parks and Recreation) before the CSD Board's approval. They make recommendations directly to the CSD Board on major budget issues. There are no formal committee meetings on landscaping and street lighting issues; however, the Hidden Springs Residents' Committee reviews the landscaping charges applicable to their area.

BACKGROUND

The CSD was formed simultaneously with City incorporation to provide benefit services. Zones within the CSD were established to allocate the costs to those parcels receiving proportional benefit from the services provided. Each of the zones represents either a different service or degree of service to particular properties within each zone.

DISCUSSION

Proposed Charges

The following section outlines the services provided by each zone, the proposed annual charge and the current year charge. No charge increases for the following zones are proposed for FY 2010/11, unless adjusted through the process of a mail ballot proceeding or as implemented through previously authorized inflation adjustments. For FY 2010/11 the inflation adjustment is 1.83% based on the percentage change for the prior calendar year in the Los Angeles-Riverside-Orange County Regional Consumer Price Index (CPI), as published by the Department of Labor's Bureau of Labor Statistics.

Zone A is authorized to provide parks and recreation services citywide. All properties within the City boundaries are levied this charge to aid with current programs. The proposed FY 2010/11 charge is \$87.50 per dwelling unit, per each nonresidential parcel, or per each vacant parcel. (Current FY 2009/10 charge is \$87.50.)

Zone B is authorized to provide residential street lighting services to specific residential subdivisions within the zone. The funds collected pay for the monthly energy and maintenance charges. The charge is \$23 per parcel per year on those properties which were annexed into the zone prior to 1999. Property owners, of 7,326 parcels that balloted after 1999 to receive Zone B services, which authorized an annual inflation adjustment, shall be charged \$24.42 per parcel. There are also 65 parcels located south of Ironwood, east of Nason with reduced streetlight facilities and services, whose owner's pay \$6.00 per parcel.

The CSD is reviewing the Zone B charges and shall be conducting a mail ballot proceeding in September 2010, for a proposed charge increase. If approved, the charge would increase from \$23 or \$24.42 per parcel per year to \$39 per parcel per year and would allow for an annual CPI increase, if necessary, to fully fund the annual cost to provide residential street lighting services. (Current FY 2009/10 charges are \$23 and \$24 for street lighting services.)

Zone C is authorized to provide arterial street lighting and intersection lighting on major roadways throughout the City. For FY 2010/11, the proposed charge for each parcel in the CSD is \$9. (Current FY 2009/10 charge is \$9.)

Zone D is authorized to provide parkway landscape maintenance services to the perimeters and/or entry statements of designated residential tract developments. *Attachment 1*, included with this staff report, provides a listing of the current FY 2009/10 charges per parcel for each tract and the proposed charges for FY 2010/11. A majority of the property owners, of certain affected tracts previously approved an inflation adjustment as part of their Proposition 218 mail ballot proceedings. An increase shall only be implemented to provide for full-cost recovery. For FY 2010/11, the CPI adjustment shall be applied to 53 tracts.

The CSD shall conduct a mail ballot proceeding for 14 tracts, with a Public Hearing to be held on July 13, 2010. The following tracts are scheduled to be balloted: 12773, 19210, 19937, 20404, 20579, 20718, 21113, 21333, 21597, 22889, 28882, 31257, 31269-1, and 32018. The ballot proposes an increase in the current Zone D charge to recover costs associated with landscape maintenance services. Property owners not approving the proposed charge increase for their Tract's Zone D service shall receive a reduced service level of landscape maintenance in accordance with the Zone D Policy guidelines.

Zone E is authorized to provide high-service-level parkway landscape maintenance of the extensively landscaped parkway areas adjacent to ten (10) major residential/commercial developments. For FY 2010/11, the previously approved CPI adjustment shall be applied to the parcel charge for Zones E-1, E-2, E-3, E-7, E-14 and E-16. The proposed annual charges for the subzones of Zone E are shown on *Attachment 2* included with this staff report.

Zone E-1A is authorized to provide internal parkway landscape/wall maintenance to the Renaissance Park development. The proposed Zone E-1A charge for FY 2010/11 is \$77.38 per parcel, which includes the previously authorized inflation adjustment. (Current FY 2009/10 charge is \$76.)

Zone E-3A is authorized to provide internal parkway landscape/wall maintenance to those tracts associated with the Lasselle Powerline Parkway area. The proposed Zone E-3A charge for FY 2010/11 is \$67.20 per parcel, which includes the previously authorized inflation adjustment. (Current FY 2009/10 charge is \$66.)

Zone E-4A is authorized to provide internal parkway landscape maintenance to the Daybreak development. The proposed Zone E-4A charge for FY 2010/11 is \$109. (Current FY 2009/10 charge is \$109.)

Zone M is authorized to provide maintenance for improved medians constructed as a condition of approval for commercial/industrial/multifamily developments. Charges for this zone are calculated by determining the proportional obligation for the total median maintenance and administrative costs attributable to the improved median area associated with the affected commercial/industrial/multifamily properties. The FY 2010/11 charge is based on median square footage at an estimated cost of no more than 16.1 cents per square foot per month, which may include an annual inflation factor. The current year charges and proposed annual charges for Zone M are shown on *Attachment 3* included with this staff report.

Zone S is authorized to provide maintenance services to the improvements along Sunnymead Boulevard between Frederick Street and Perris Boulevard. Charges for this zone are calculated by determining the proportional financial obligation based on front linear footage of the properties adjacent to the improvements. The Zone S charge for FY 2010/11 is \$2.80 per front linear footage, which includes the previously authorized inflation adjustment. (Current FY 2009/10 charge is \$2.75 per front linear footage.)

Proposition 218

Proposition 218, approved in the November 1996 election as a constitutional amendment, specifically addresses the ability of public agencies to collect taxes, fees, charges, and/or assessments as an incidence of property ownership. The City of Moreno Valley has reviewed Proposition 218 with respect to the CSD charge collection process. Based upon this review, it has been determined that the CSD charges as collected are in compliance with Proposition 218, provided no charge increases are proposed or instituted without property owner's approval. Any future charge increases will require a ballot, which will be conducted as outlined in Proposition 218 and in compliance with the Policy for Conducting Mail Ballot Proceedings, as adopted by the City Council and the CSD Board on January 9, 2001, and amended on January 22, 2002, January 24, 2006 and March 24, 2009.

ALTERNATIVES

1. **Accept public comment** regarding the proposed FY 2010/11 CSD charges. *Although not required under Proposition 218, a Public Meeting allows property owners an opportunity to address the CSD Board regarding the continuation of the CSD annual charges.*
2. **Do not accept public comment** regarding the proposed FY 2010/11 CSD charges. *Even though a Public Meeting is not required under Proposition 218 for the continuation of the CSD annual charges, City policy has been to continue holding a Public Meeting to allow the property owners an opportunity to address the CSD Board regarding the service received, the current annual CSD charges, and the proposed charges for FY 2010/11.*

FISCAL IMPACT

Property owners pay the CSD annual charges as a part of their property tax bill. The charges have been approved by the affected property owners through prior proceedings or are part of a proposed mail ballot proceeding, which may include an annual inflation factor based on the percentage change in the CPI for the prior calendar year. For FY 2010/11, the CPI adjustment is 1.83%.

CSD Zones B, C, D, E, E-1A, E-3A, E-4A, and S annual charges are based on full-cost recovery and program operations that have no effect on the General Fund. Zones A and M charges reduce the General Fund support to provide services for these programs. **The funds collected through the CSD charges for Zones A, B, C, D, E, E-1A, E-3A, E-4A, M, and S are restricted funds, which may only be used to pay for costs within each respective Zone.**

Approving charges less than that proposed by staff may require a decrease in both the level and quality of service from that provided during FY 2009/10. The service level provided shall be adjusted according to the approved funding level.

CITY COUNCIL GOALS

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE, AND CLEANLINESS

CSD landscape maintenance services help enhance community image, neighborhood pride, and cleanliness. Residential properties that have landscaped parkways and/or medians help to foster a pleasant environment and neighborhood atmosphere. Proper placement of plant material also serves in the prevention of graffiti.

REVENUE DIVERSIFICATION AND PRESERVATION

The CSD annual charges comply with the City's goal of revenue diversification and preservation and are based upon actual costs, which include maintenance and administration. The CSD annual charges support the preservation of the current services provided by the CSD.

PUBLIC FACILITIES

Providing services for parks, streetlights, landscaping, and medians allows for construction and maintenance of public facilities. Maintenance as provided through the CSD of these important public facilities ensures proper development and preservation of capital resources.

SUMMARY

The action before the CSD Board is to accept public comment regarding the proposed CSD charges for FY 2010/11. With the adoption of Proposition 218, state law does not mandate public hearings to consider charges already in place. However, the City policy has been to continue the past practice as a courtesy to the public. Therefore, the May 25, 2010 City Council meeting is designated as a Public Meeting for taking comments on the charges. A Public Hearing is scheduled for June 8, 2010 to consider the continuation of the existing levy of annual charges on certain properties within each of the existing zones as submitted in the Annual Levy Report, unless an inflation adjustment was previously approved by a majority of affected property owners through the Proposition 218 mail ballot proceeding process. All specific actions to adopt the Resolutions for both the continuation of the existing charges and the increased charges will take place at the June 8, 2010 Public Hearing.

NOTIFICATION

On April 15, 2010, the CSD mailed individual notices to property owners of 47,966 parcels.

Newspaper advertising was published on May 3, 2010, with information about the May 25, 2010 Public Meeting and the June 8, 2010 Public Hearing. Additionally, the June 8, 2010 Public Hearing notification was scheduled to be published on May 18, 2010 and is scheduled to be published on May 25, 2010.

ATTACHMENTS

- Attachment 1: Zone D FY 2010/11 Proposed Charges (PG 553-556)
- Attachment 2: Zone E FY 2010/11 Proposed Charges (PG 557-558)
- Attachment 3: Zone M FY 2010/11 Proposed Charges (PG 559-560)

Prepared by:
Sharon Sharp
Senior Management Analyst

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

Concurred by:
Sue Anne Maxinoski
Special Districts Division Manager

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

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**Zone D (Parkway Landscape Maintenance)
FY 2010/11 Proposed Charges**

Tract Number	FY 2009/10 Parcel Charge	FY 2010/11 1.83% CPI Adjustment	FY 2010/11 Proposed Parcel Charges	Ballot Proceeding Public Hearing July 13, 2010
10191/18468 ⁽³⁾	\$69.00	\$1.26	\$70.26	
11848 ⁽¹⁾	\$84.00	\$1.52	\$85.52	
12305	\$57.00		\$57.00	
12608	N/A ⁽⁴⁾		\$0.00	
12773 ⁽⁶⁾	\$80.00	\$1.46	\$81.46	\$121.00
12902	\$72.00	\$1.30	\$73.30	
13576/19080/19081 ⁽³⁾	\$32.00	\$0.58	\$32.58	
13585 ⁽¹⁾	\$57.00		\$57.00	
14387/12268	\$57.00		\$57.00	
15387 ⁽¹⁾	\$57.00		\$57.00	
15433 ⁽¹⁾	\$90.00	\$1.64	\$91.64	
16768 ⁽¹⁾	\$64.00	\$1.16	\$65.16	
16769	\$61.00	\$1.10	\$62.10	
16770 ⁽¹⁾	\$57.00		\$57.00	
17033 ⁽¹⁾	\$173.10	\$3.16	\$176.26	
17176 ⁽¹⁾	\$57.00		\$57.00	
17334 ⁽¹⁾	\$345.00		\$345.00	
17387 ⁽¹⁾	\$57.00		\$57.00	
17457 ⁽¹⁾	\$79.00	\$1.44	\$80.44	
17867 ⁽¹⁾	\$57.00		\$57.00	
18283	\$57.00		\$57.00	
18512/21322 ⁽¹⁾	\$82.00		\$82.00	
18784/20906 ⁽¹⁾	\$177.00		\$177.00	
18930 ⁽¹⁾	\$77.00		\$77.00	
19032 ⁽²⁾	\$130.00		\$130.00	
19141	\$75.00	\$1.36	\$76.36	
19142	\$57.00		\$57.00	
19143 ⁽¹⁾	\$57.00		\$57.00	
19208 ⁽¹⁾	\$74.00		\$74.00	
19210 ⁽⁶⁾	\$68.00	\$1.24	\$69.24	\$112.00
19233	\$57.00		\$57.00	
19363 ⁽¹⁾	\$57.00		\$57.00	
19434 ⁽¹⁾	\$57.00		\$57.00	
19474	\$57.00		\$57.00	
19496	\$64.00	\$1.16	\$65.16	
19500 ⁽¹⁾	\$73.00	\$1.32	\$74.32	
19509 ⁽¹⁾	\$57.00		\$57.00	
19518/18372 ⁽¹⁾	\$57.00		\$57.00	
19529	\$70.00	\$1.28	\$71.28	
19533	\$57.00		\$57.00	
19541	\$93.00	\$1.70	\$94.70	
19551 ⁽¹⁾	\$96.00		\$96.00	
19675	\$80.00	\$1.46	\$81.46	

**Zone D (Parkway Landscape Maintenance)
FY 2010/11 Proposed Charges**

Tract Number	FY 2009/10 Parcel Charge	FY 2010/11 1.83% CPI Adjustment	FY 2010/11 Proposed Parcel Charges	Ballot Proceeding Public Hearing July 13, 2010
19685 ⁽¹⁾	\$70.00	\$1.28	\$71.28	
19799 ⁽²⁾	\$272.20		\$272.20	
19852 ⁽¹⁾	\$69.00		\$69.00	
19862	\$148.10	\$2.70	\$150.80	
19912	\$83.00	\$1.50	\$84.50	
19937 ⁽⁶⁾	\$107.10	\$1.94	\$109.04	\$157.00
19957 ⁽²⁾	\$69.00		\$69.00	
20030 ⁽¹⁾	\$100.10	\$1.82	\$101.92	
20032 ⁽¹⁾	\$57.00		\$57.00	
20072 ⁽¹⁾	\$89.00		\$89.00	
20120	\$94.00	\$1.72	\$95.72	
20197	\$57.00		\$57.00	
20272 ⁽¹⁾	\$120.10		\$120.10	
20301 ⁽¹⁾	\$57.00		\$57.00	
20404 ⁽⁶⁾	\$97.00	\$1.76	\$98.76	\$178.00
20525 ⁽¹⁾	\$57.00		\$57.00	
20552 ⁽¹⁾	\$57.00		\$57.00	
20579 ⁽⁶⁾	\$57.00/\$106.10/\$158.10	\$7.30/\$2.88	\$57.00/\$108.40/\$160.98	\$144.00
20660 ⁽¹⁾	\$105.10	\$1.92	\$107.02	
20715 ⁽¹⁾	\$94.00		\$94.00	
20718 ⁽⁶⁾	\$139.10	\$2.54	\$141.64	\$234.00
20859 ⁽¹⁾	\$66.00		\$66.00	
20869 ⁽¹⁾	\$57.00		\$57.00	
20941	\$103.10	\$1.88	\$104.98	
21113 ⁽⁶⁾	\$57.00		\$57.00	\$89.00
21332 ⁽¹⁾	\$96.00	\$1.74	\$97.74	
21333 ⁽⁶⁾	\$208.20	\$3.80	\$212.00	\$345.00
21345	\$114.10	\$2.08	\$116.18	
21597 ⁽⁶⁾	\$295.20	\$5.40	\$300.60	\$473.00
21616 ⁽¹⁾	\$371.00	\$6.78	\$377.78	
21737	\$210.20	\$3.84	\$214.04	
21806	\$69.00	\$1.26	\$70.26	
22093 ⁽¹⁾	\$138.00		\$138.00	
22180	N/A ⁽⁴⁾		\$247.00 ⁽⁷⁾	
22276 ⁽¹⁾	\$193.10		\$196.62	
22277 ⁽¹⁾	\$264.20	\$4.82	\$269.02	
22371	\$286.20	\$5.22	\$291.42	
22889 ⁽⁶⁾	\$186.00	\$3.40	\$189.40	\$313.00
22999	\$67.00		\$67.00	
23046 ⁽¹⁾	\$183.00		\$183.00	
24721 ⁽¹⁾	\$57.00		\$57.00	
27251-1	N/A ⁽⁴⁾		\$465.00 ⁽⁷⁾	
27526 ⁽¹⁾	\$160.10	\$2.92	\$163.02	

**Zone D (Parkway Landscape Maintenance)
FY 2010/11 Proposed Charges**

Tract Number	FY 2009/10 Parcel Charge	FY 2010/11 1.83% CPI Adjustment	FY 2010/11 Proposed Parcel Charges	Ballot Proceeding Public Hearing July 13, 2010
28882 ⁽⁶⁾	\$103.10	\$1.88	\$104.98	\$179.00
29038 ⁽¹⁾	\$60.00	\$1.08	\$61.08	
30027 ⁽¹⁾	\$201.00		\$201.00	
30967	\$459.00	\$8.38	\$467.38	
31129	\$81.00	\$1.48	\$82.48	
31257 ⁽⁶⁾	\$1,050.00	\$19.20	\$1,069.20	\$1,414.00
31268	\$181.10	\$3.30	\$184.40	
31269	\$215.00	\$3.92	\$218.92	
31269-1 ⁽⁶⁾	\$295.20	\$5.40	\$300.60	\$355.00
31284 ⁽¹⁾	\$127.10		\$127.10	
31305	N/A ⁽⁴⁾		\$496.00 ⁽⁷⁾	
31424	\$215.00	\$3.92	\$218.92	
31591	\$454.40	\$8.30	\$462.70	
31618	N/A ⁽⁴⁾		\$364.00	
32005	N/A ⁽⁴⁾		\$112.00	
32018 ⁽⁶⁾	\$68.00	\$1.24	\$69.24	\$160.00
32625	\$1,000.00		\$1,000.00	
32715	\$303.00		\$401.00 ⁽⁵⁾	
33436	N/A ⁽⁴⁾		\$42.00 ⁽⁷⁾	
33637	N/A ⁽⁴⁾		\$297.00 ⁽⁷⁾	
33962	N/A ⁽⁴⁾		\$494.00 ⁽⁷⁾	
4-Custom Home	N/A ⁽⁴⁾		\$567.00 ⁽⁷⁾	

Total No. of Tracts = 116

⁽¹⁾ Tracts receiving Reduced service as provided for in the Zone D (Parkway Landscape Maintenance) Service Plan Policy (the "Zone D Policy") adopted on January 9, 2001 and amended January 22, 2002, and January 24, 2006.

⁽²⁾ Tracts receiving Street Tree maintenance only as provided for in the Zone D Policy.

⁽³⁾ Tracts receiving the Street Tree Program.

⁽⁴⁾ CSD landscape maintenance on hold for fiscal year pending final acceptance of initial landscape and installation in accordance with the City's approved standards for installation of landscaping.

⁽⁵⁾ Annual charge approved at \$913. Charge adjusted based on actual cost.

⁽⁶⁾ May be subject to a mail ballot proceeding for FY 2010/11.

⁽⁷⁾ The annual charge submitted to the County may be less if landscape maintenance has not been accepted.

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**Zone E (High-Service-Level Landscape Maintenance)
FY 2010/11 Proposed Charges**

Zone E	Specific Plan or Major Development	Charge Category	FY 2009/10 Current Charge	FY 2010/11 1.83% CPI Adjustment	FY 2010/11 Parcel Charges in Notice
E-1	TownGate	Per parcel	\$124.10	\$2.26	\$126.36
		Per acre for nonresidential/undeveloped parcels	\$496.40	\$9.08	\$505.44
		Per condo unit Tract 34299	\$56.00	\$1.02	\$57.02
E-2	Hidden Springs	Per parcel or equivalent dwelling unit	\$391.30	\$7.16	\$398.46
E-3	Moreno Valley Ranch - West	Per parcel	\$124.10	\$2.26	\$126.36
		Per acre for nonresidential/undeveloped parcels	\$496.40	\$9.08	\$505.44
		Per condo unit			
		Tract 32142	\$55.00	\$1.00	\$56.00
		Tract 32143	\$53.00	\$0.96	\$53.96
		Tract 32144	\$53.00	\$0.96	\$53.96
		Tract 32145	\$31.00	\$0.56	\$31.56
	Tract 32146	\$30.00	\$0.54	\$30.54	
E-4	Moreno Valley Ranch - East	Per parcel	\$110.00		\$110.00
		Per acre for nonresidential/undeveloped parcels	\$440.00		\$440.00
E-7	Centerpointe	Per acre	\$667.60	\$12.20	\$679.80
E-8	Promontory Park	Per condo unit	\$188.00		\$188.00
		Per parcel	\$531.00		\$531.00
E-12	Stoneridge Ranch	Per parcel	\$397.00		\$397.00
E-14	Mahogany Fields	Per parcel	\$273.00	\$4.98	\$277.98
E-15	Celebration	Per parcel	\$333.00		\$333.00
E-16	Shadow Mountain	Per parcel	\$288.00	\$5.26	\$293.26

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ZONE M
(Commercial/Industrial/Multifamily Median Maintenance)
FY 2010/11 Proposed Charges

Commercial, Industrial, and Multifamily Development	Parcel Map/Project No.	Assessor Parcel Number (APN)	Current FY 2009/10 Charge	Proposed FY 2010/11 Charge
March Commerce Center	27732	297-130-046	\$2,011.00	\$2,047.80
Cactus Commerce Center ⁽¹⁾	24364	297-130-039	\$798.00	\$798.00
		297-130-041	\$1,957.00	\$1,957.00
		297-130-042	\$1,610.00	\$1,610.00
Home Depot	21504	485-220-030	\$1,981.98	\$2,018.24
Havadjia Holdings Inc. - Farmer Boys	21504	485-220-031	\$297.28	\$302.72
Perris Blvd. Storage	PA02-0117	312-020-017	\$1,563.56	\$1,592.16
		312-020-018	\$1,490.48	\$1,517.74
Red Maple Center		312-020-020	\$581.58	\$592.22
Ross Distribution Center/Industrial Develop. Int'l.	24128	312-250-046	\$3,623.62	\$3,689.92
Mira Mesa Shopping Center	31034	312-270-036	\$2,594.58	\$2,642.06
CVS Pharmacy	25995-1	485-081-035	\$310.30	\$315.98
Alessandro/Kitching Apts.	PA03-0020	484-020-023	\$5,851.84	\$5,958.92
		484-020-024	\$7,152.14	\$7,283.02
Moreno Valley Health, LLC	33930	297-140-049	\$1,131.12	\$1,151.82
		297-140-050	\$1,163.16	\$1,184.44
		297-140-051	\$1,294.28	\$1,317.96
		297-140-052	\$1,023.02	\$1,041.74
OPT Moreno Valley, LLC	27008	482-700-001	\$381.38	\$388.34
		482-700-005	\$381.38	\$388.34
CCI Sunnymead MV	P04-168	482-540-030	\$396.38	\$403.64
Auto Detail Shop		291-191-024	\$336.32	\$342.48
Ridge Property Trust	PA04-0065	297-170-067	\$14,366.34 ⁽³⁾	\$14,629.24
		297-170-069	\$10,657.64 ⁽³⁾	\$10,852.68
		297-170-071 ⁽²⁾	\$4,823.80 ⁽³⁾	\$4,912.08
Panorama Development	PA05-0085	312-360-001	\$1,394.44	\$1,419.96
		312-360-002	\$656.26	\$668.26
		312-360-003	\$449.30	\$457.52
		312-360-004	\$1,574.84	\$1,603.64
		312-360-005	\$1,222.90	\$1,245.28
		312-360-006	\$1,979.88	\$2,016.12
		312-360-007	\$773.58	\$787.72
		312-360-008	\$729.30	\$742.64
		312-360-009	\$810.10	\$824.92
		312-360-010	\$818.94	\$833.92
		312-360-011	\$657.38	\$669.40
Commercial Project	TPM 32961	316-210-074	\$1,850.84	\$1,884.70
Bravo Burgers	PA05-0027	263-111-046	No charge in 2009/10	\$2,324.04 ⁽⁴⁾
Oakwood Apts	PA04-0010	486-070-004	\$2,927.92	\$2,981.50
		486-070-011	\$2,927.92	\$2,981.50

ZONE M
(Commercial/Industrial/Multifamily Median Maintenance)
FY 2010/11 Proposed Charges

Commercial, Industrial, and Multifamily Development	Parcel Map/ Project No.	Assessor Parcel Number (APN)	Current FY 2009/10 Charge	Proposed FY 2010/11 Charge
Moreno Marketplace	PA05-0169	486-250-021	\$8,002.98	\$8,149.44
		486-250-024 ⁽⁵⁾	\$8,002.98	\$7,867.58
		486-250-025 ⁽⁵⁾		\$281.84
Stoneridge Commercial Centre	34411	488-090-031 to -033 488-090-037 to -040 488-090-043 488-090-047 to -057 488-090-064 488-090-071 488-090-073 to -074 488-090-076 488-090-082 to -085	No charge in 2009/10	\$10,595.40 ⁽⁴⁾
Condominium Complex	32756	484-030-020	\$304.30	\$619.72 ⁽⁴⁾
		484-030-022	\$304.30	\$619.72 ⁽⁴⁾
OMP Development	34572	297-150-055	\$2,950.44	\$6,008.86
Perris Senior Apartments	P07-001	479-070-050	\$1,585.58	\$1,614.58
Retail Center Self-Serve Carwash	PA05-0163	297-130-064	\$828.82	\$843.98
March Graham Partners	34022	297-170-004	\$3,573.56	\$3,638.96
Palm Desert Dev. Apts	PA08-0013	486-070-007	\$508.50	\$517.80
Shepherd of the Valley Church	P08-030	474-120-037	No charge in 2009/10	\$3,180.26 ⁽⁴⁾
MV Properties	33152	297-120-002	\$963.96	\$981.60
		297-120-003	\$697.68	\$710.44
		297-120-016	\$5,102.08	\$5,195.44
D. Ashton Guinn	33152	297-100-007	\$1,129.12	\$1,149.78
		297-120-011	\$1,455.44	\$1,482.08
		297-120-012	\$1,455.44	\$1,482.08
Rite Aid Pharmacy	PA06-0162	478-070-029	No charge in 2009/10	\$7,554.16 ⁽⁴⁾
Two-Bldg Commercial Center	PA07-0139	484-020-026 ⁽⁶⁾	\$2,763.76	\$2,814.32
Highland Fairview ⁽⁴⁾	TPM 35629	488-360-008	No charge in 2009/10	\$4,152.22 ⁽⁴⁾
		488-360-009		\$3,467.92 ⁽⁴⁾
		488-360-010		\$3,467.92 ⁽⁴⁾
		488-360-011		\$6,935.84 ⁽⁴⁾
		488-360-012		\$6,620.56 ⁽⁴⁾
		488-350-002		\$17,601.72 ⁽⁴⁾
California Drug Consultant ⁽⁴⁾		486-280-041	No charge in 2009/10	\$9,775.68 ⁽⁴⁾
Delphinium Apartments ⁽⁴⁾	PA04-0028	484-242-020	No charge in 2009/10	\$2,986.60 ⁽⁴⁾

⁽¹⁾ Cactus Commerce Center (formerly Zone E-5) was assimilated into Zone M (no change in charge amounts).

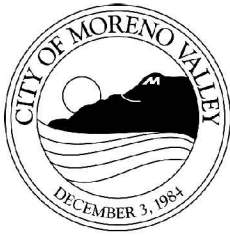
⁽²⁾ Hand billed (US Post Office).

⁽³⁾ Adjusted parcel charge based on acreage.

⁽⁴⁾ The annual charge submitted to the County may be less if landscape maintenance has not been accepted.

⁽⁵⁾ APN 486-250-023 was divided into parcels 486-250-024 and 025.

⁽⁶⁾ APN 484-020-007 renumbered to 484-020-026.



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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: May 25, 2010

TITLE: Report to Consider Public Comments Regarding the National Pollutant Discharge Elimination System (NPDES) Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development Proposed Fiscal Year 2010/2011 Annual Rates

RECOMMENDED ACTION

Staff recommends that the City Council hold a public meeting to accept public comments regarding the “NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development” proposed Fiscal Year 2010/2011 annual rates.

ADVISORY BOARD/COMMISSION RECOMMENDATION

Not Applicable

BACKGROUND

The 1972 Federal Clean Water Act requires public agencies to obtain permits to discharge urban storm water runoff from municipally owned drainage facilities, including streets, highways, storm drains and flood control channels. This Act also requires local agencies to clean urban runoff to the maximum extent practicable (MEP), which has not been defined by the federal or state government.

On October 25, 2002, the Santa Ana Regional Water Quality Control Board (SARWQCB) adopted new requirements the City must implement to remain in compliance with its NPDES Permit. The requirements include a higher-level effort to

divert pollutants from entering the drainage system. The service levels require site inspection, discharge monitoring, remedial cleanup efforts, and a higher level of maintenance of the streets and storm drain system before discharging water into the larger storm water collection system.

On June 10, 2003, the City Council approved the “NPDES Regulatory Rate Schedule for New Residential Development.” The “NPDES Regulatory Rate Schedule for New Residential Development” was designed to fund NPDES administration and maintenance of water quality ponds and bioswales associated with new single-family residential subdivisions. On January 27, 2004, the City Council authorized the collection of the NPDES regulatory rates for new residential development consisting of single-family dwellings.

On January 10, 2006, the City Council approved the “NPDES Regulatory Rate Schedule for New Common Interest, Commercial, Industrial and Quasi-Public Use Development.” The “NPDES Regulatory Rate Schedule for New Common Interest, Commercial, Industrial and Quasi-Public Use Development” was designed to fund NPDES public education, administration and monitoring of site design, source control and treatment control best management practices (BMPs) associated with new common interest, commercial, industrial and quasi-public use development.

On January 29, 2010, the SARWQCB issued a new NPDES Permit. The new permit continues the 2002 mandates for the higher-level effort to divert pollutants and service levels.

Proposition 218

Proposition 218, approved in the November 1996 election as a constitutional amendment, specifically addresses the ability of public agencies to collect taxes, fees, charges, and/or assessments as an incidence of property ownership. The City of Moreno Valley has reviewed Proposition 218 with respect to the NPDES regulatory rate collection process. Based upon this review, it has been determined that the NPDES regulatory rate as currently collected, is in compliance with Proposition 218. City policy has been to hold a Public Meeting to allow the public opportunity to address City Council, though not required under Proposition 218.

DISCUSSION

The NPDES regulatory rates are necessary to fund the costs of the storm water management services for the discharge of storm water runoff into municipally owned drainage facilities for pollution control from benefiting parcels.

Proposed Regulatory Rates

The proposed rates shall be levied against each assessable benefiting parcel of real property that is required to comply with the City's NPDES Storm Water Management Program.

The following tables outline the services provided by each level of service, the current annual rates and the proposed annual rates. The Consumer Price Index (CPI) for Los Angeles, Riverside, and Orange Counties from Feb. 2009 – Feb. 2010 was +1.44%. Due to this small increase, staff recommends the annual rates remain at the same level as FY 2009-10.

The following tables outline the services provided by each level of service, the current annual rates and the proposed annual rates.

Table 1 reflects the annual rates for New Residential Development.

TABLE 1

NPDES Regulatory Rate for New Residential Development			
Service Level		Current Maximum Annual Rate FY 2009/2010	Proposed Maximum Annual Rate FY 2010/2011
LEVEL I	NPDES Administration and overhead.	\$35.00/Parcel	\$35.00/Parcel
LEVEL II	Water Quality Pond/Basin Maintenance.	\$69.00/Parcel	\$69.00/Parcel
LEVEL II-A	Sand Filter Maintenance.	\$31.00/Parcel	\$31.00/Parcel
LEVEL III	Water Quality Pond/Basin Remediation/Reconstruction.	\$60.00/Parcel	\$60.00/Parcel
LEVEL IV	Water Quality System Retrofit.	\$138.00/Parcel	\$138.00/Parcel

Table 2 reflects the annual rates for New Common Interest, Commercial, Industrial and Quasi-Public Use Development.

TABLE 2

NPDES Regulatory Rate for New Common Interest, Commercial, Industrial and Quasi-Public Use Development			
Service Level		Current Maximum Annual Rate FY 2009/2010	Proposed Maximum Annual Rate FY 2010/2011
LEVEL I	NPDES Administration and overhead.	\$35.00/Parcel	\$35.00/Parcel
LEVEL II	Storm water and non-storm water runoff monitoring, inspection of the project's site design, source control and treatment control BMPs; evaluation of site storm water compliance site activities; review site-specific technical reports and treatment control BMP maintenance records.	\$170.00/Parcel	\$170.00/Parcel

ALTERNATIVES

1. Approve that the City Council hold a public meeting to accept public comments regarding the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" proposed Fiscal Year 2010/2011 annual rates.
2. Do not approve that the City Council hold a public meeting to accept public comments regarding the "NPDES Regulatory Rate Schedule for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development" proposed Fiscal Year 2010/2011 annual rates.

FISCAL IMPACT

Regulatory rate increases (including increases due to inflation) have been approved by the benefiting property owners through the mail ballot proceeding. The inflation factor is based on the percentage change in the Los Angeles-Riverside-Orange County CPI for the prior calendar year. For Fiscal Year 2010/2011, the percentage change calculated in the area CPI is 1.44%.

For Fiscal Year 2010/2011 the maximum annual regulatory rate per parcel for single-family residential development is \$273 (includes Levels I, II, II-A and IV combined from Table 1). The Level III rate is levied when a water quality pond/basin is taken out of service for remediation/reconstruction thus replaces the Level II rate. Since the Level III rate is lower than the Level II rate the maximum rate for residential development cannot be greater than the summation of Levels I, II, II-A and IV. The maximum annual regulatory rate for new common interest, commercial, industrial and quasi-public use development is \$205 (includes Levels I and II combined from Table 2).

Approving annual rates less than that proposed by staff may require a decrease in both the level and quality of service from that provided and approved by benefiting property owners in the previous year. The service level provided would be adjusted according to the approved funding level.

The NPDES Regulatory Rate levy collected from property owners supports current NPDES programs as identified herein. Funds collected from the NPDES Regulatory Rate levy are restricted for use only within the Storm Water Management Program.

CITY COUNCIL GOALS

The recommended action furthers City Council goals by:

- **Revenue Diversification and Preservation** - The proposed “NPDES Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development” provides a revenue source to fund the federally mandated requirements of the NPDES Storm Water Management Program for these types of development.
- **Public Facilities and Capital Projects** - The revenue collected from the proposed “NPDES Regulatory Rate for New Residential and Common Interest, Commercial, Industrial and Quasi-Public Use Development” will ensure that all site designs, source controls and treatment controls are properly implemented and maintained.

SUMMARY

The action before City Council is to accept public comments regarding the proposed NPDES regulatory rate schedule annual rates for Fiscal Year 2010/2011. Although state law, since the adoption of Proposition 218, does not mandate public hearings to consider charges, rates or fees already in place, such meetings were required under state statutes before the adoption of Proposition 218. City policy has been to continue the past practice as a courtesy to the public. Therefore, the May 25, 2010 City Council meeting is designated as a Public Meeting for taking comments on the rates. A Public Hearing is scheduled for June 8, 2010, to consider the continuation of the existing levy of annual rates, including an adjustment for inflation on certain benefiting properties within the City as submitted in the NPDES Special Levy Report, unless previously approved by a majority of benefiting property owners through the Proposition 218 mail ballot proceeding process. Other than accepting public comments, no specific action is required of the City Council at the May 25, 2010, Public Meeting. *All specific actions to adopt the Resolution for continuation of the existing rate will take place at the June 8, 2010, Public Hearing.*

NOTIFICATION

- Publication of Agenda

- Newspaper advertising was published on May 5, 2010, with information about the May 25, 2010, Public Meeting and the June 8, 2010, Public Hearing. Additionally, the June 8, 2010, Public Hearing notification is scheduled to be published on May 19, 2010, and again on May 26, 2010.

ATTACHMENTS/EXHIBITS

Not applicable.

Prepared By
Phuong Hunter
Associate Environmental Engineer

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

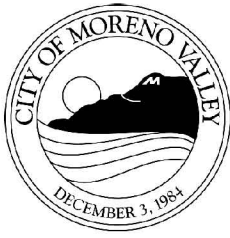
Concurred By
Kent Wegelin
Storm Water Program Manager

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

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

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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

FROM: Steve Elam, Interim Financial & Administrative Services Director

AGENDA DATE: May 25, 2010

TITLE: CONTINUED DISCUSSION OF FISCAL YEAR 2010-11 OPERATING BUDGET AND DEFICIT REDUCTION PLAN

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Continue discussion of the Fiscal Year 2010-11 Operating Budget and Deficit Reduction Plan; and
2. Provide direction to staff regarding the Deficit Reduction Options to be implemented in order to balance the Fiscal Year 2010-11 Operating Budget.

BACKGROUND

An overview of the Fiscal Year (FY) 2010-11 Preliminary Base Operating Budget and Deficit Reduction Plan was provided to the City Council on May 18, 2010 (continued from May 11, 2010) to begin the deliberation process that will lead to budget adoption. During the May 18th Study Session, each Department Head also provided an overview of their department's Deficit Reduction Options and responded to questions from the City Council.

DISCUSSION

The City's Preliminary Base Operating Budget for FY 2010-11 reflects expenditures of \$185.5 million, representing all funds and special districts. The General Fund portion of the budget is \$85.6 million. However, General Fund operating revenues to support this budget are estimated at \$67.8 million; leaving an operating deficit of \$17.8 million.

Through the use of anticipated current year savings and a number of one-time transfers from other funds (representing a return of previous General Fund subsidies or other funding), the deficit can be reduced to approximately \$11 million, after allowing for three recommended budget additions (Budget Issues). Options for closing this remaining \$11 million gap are presented in the Deficit Reduction Plan and summarized below:

- Potential Revenue Enhancements: \$288,400
- Potential Expenditure Reductions (net of Offsets): \$13,845,734
- Potential Use of General Fund Reserves: \$6,000,000
- Total Potential Solutions: \$20,134,134

Although the dollar value of all solutions is significantly greater than the projected budgetary deficit (net of adjustments) of \$11 million, it provides the City Council with a wide range of options for balancing the General Fund budget. Additionally, if the State takes actions that adversely impact the City's revenues, or should actual revenues received during FY 2010-11 be less than projected, additional solutions have already been identified that can be quickly implemented.

Staff is seeking direction from the City Council regarding the Deficit Reduction Options to be implemented in order to balance the FY 2010-11 Operating Budget. After receiving this direction, the Interim City Manager will be submitting his proposed FY 2010-11 Operating Budget for the City Council's consideration on June 8, 2010, as identified in the calendar below.

Date	Meeting / Event	Action
May 11	Regular Council Meeting (Continued to May 18)	Presentation of FY 2010-11 Preliminary Base Operating Budget & Deficit Reduction Plan
May 18	Study Session	Detailed Review of Deficit Reduction Plan (DRP)
May 25	Regular Council Meeting	Continued Discussion of Operating Budget & DRP; Council Direction regarding Deficit Reduction Options
June 8	Regular Council Meeting	Continued Discussion of Operating Budget & DRP; Interim City Manager's Proposed Operating Budget
June 15	Study Session	Discussion & Direction Regarding Interim City Manager's Proposed Operating Budget
June 22	Regular Council Meeting	Adoption of FY 2010-11 Operating Budget
June 29	Special Council Meeting (if needed)	Adoption of FY 2010-11 Operating Budget (if not adopted on June 22 nd)

ALTERNATIVES

The following alternatives are available to the City Council:

1. Continue discussion of the Fiscal Year 2010-11 Operating Budget and Deficit Reduction Plan.
2. Provide direction to staff regarding the Deficit Reduction Options to be implemented in order to balance the Fiscal Year 2010-11 Operating Budget.
3. Provide staff with further direction.

Staff recommends Alternative Nos. 1 and 2.

FISCAL IMPACT

The fiscal impacts of the FY 2010-11 Preliminary Base Operating Budget and Deficit Reduction Plan are contained within the respective documents; the most significant impacts being the proposed solutions for balancing the projected General Fund operating deficit (net of adjustments) of approximately \$11 million, which are detailed in the Deficit Reduction Plan.

CITY COUNCIL GOALS

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

SUMMARY

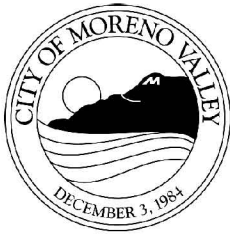
On May 18, 2010, an overview of the FY 2010-11 Preliminary Base Operating Budget and Deficit Reduction Plan was provided to the City Council, followed by a detailed review of the Deficit Reduction Options contained in the Deficit Reduction Plan. City Council direction is requested regarding the Deficit Reduction Options to be implemented in order to balance the FY 2010-11 Operating Budget. After receiving this direction, the Interim City Manager will be submitting his proposed FY 2010-11 Operating Budget for the City Council's consideration on June 8, 2010. An additional Study Session is scheduled for June 15, 2010, to discuss the Interim City Manager's proposed budget-balancing scenario. Final budget deliberations and budget adoption are scheduled for June 22, 2010; with June 29, 2010 available as a back-up City Council meeting for budget adoption if needed.

NOTIFICATION

Publication of the agenda

Prepared by:
 Steve Elam
 Interim Financial & Administrative Services Director

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



APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>But</i>
CITY MANAGER	<i>WAB</i>

Report to City Council

TO: Redevelopment Agency Chairperson and Board of Directors

FROM: Barry Foster, Economic Development Director

AGENDA DATE: May 25, 2010

TITLE: PARTICIPATION AGREEMENT WITH MOSS BROS.
AUTOGROUP

RECOMMENDED ACTION

Staff recommends that the Community Redevelopment Agency of the City of Moreno Valley adopt Resolution RDA No. 2010-02, approving and authorizing a Participation Agreement with Moss Bros. Autogroup.

BACKGROUND

The Moreno Valley Auto Mall is located in a specific plan area. In 1990, the development of the Moreno Valley Auto Mall was started. The Moreno Valley Auto Mall currently has six developed automobile dealerships. Over the years, the Moreno Valley Auto Mall has become a major sales tax producer for the City of Moreno Valley. In FY 2008-09, the Moreno Valley auto dealers in total produced 9.7% of the sales tax generated in the City of Moreno Valley. Please note that prior to the economic downturn, the Auto Mall actually produced 15.9% of the City's total sales tax revenue in FY 2006-07.

While still being major sales tax producers, the auto dealers at the Auto Mall have struggled for the past few years because of the challenging economic times. Clearly, this is not a unique situation facing just Moreno Valley, but the auto industry in general. The federal government has provided the major car manufacturers with massive loans and both General Motors and Chrysler have been involved in bankruptcy proceedings. Unfortunately, in November 2009, the Moreno Valley Buick/GMC dealership closed and went out of business. The owner actually has closed all of its seven dealerships in Southern California. The loss of this dealership not only reduces sales tax revenue for the City, but also caused the loss of 45 jobs.

DISCUSSION

Moss Bros. Autogroup is a respected and experienced automobile dealer. Moss Bros. Autogroup presently has operations in Moreno Valley, San Bernardino and Riverside. At the Moreno Valley Auto Mall, Moss operates four dealerships Toyota/Scion, Toyota Trucks, Honda and Chrysler/Jeep/Dodge/RAM Trucks. After Moss acquired the four dealerships in January 2006, auto sales and the resulting sales tax revenue for the City of Moreno Valley increased significantly. In fact, after two years of operation, the Moss dealerships increased sales tax revenue for each of its dealerships on average by 14% to 20%. In FY 2008-09, the four Moss Bros. dealerships produced 73.2% of the sales tax revenue produced by the dealers in the Moreno Valley Auto Mall. Clearly, Moss Bros. Autogroup is a major contributor to the Moreno Valley Auto Mall.

Moss Bros. Autogroup is working on a number of efforts to enhance doing business at the Moreno Valley Auto Mall, as well as being a catalyst to enhancing the overall effectiveness of the Auto Mall. Presently, Moss is pursuing the acquisition of the Moreno Valley Chevrolet and Moreno Valley Buick/GMC dealerships. Presently, Moss has options executed and Asset Purchase Agreements negotiated to acquire these two dealerships pending approval by General Motors. Additionally, Moss is working on plans to gain factory authorization for the expansion and modernization of the Toyota/Scion, Honda and Chrysler/Jeep/Dodge/RAM Trucks operations. Furthermore, Moss has discussions underway to possibly acquire additional factory-authorized automobile dealerships that would be new to the Auto Mall. Moss also has plans to significantly enhance advertising efforts of the Moss brands, along with better marketing of the Moreno Valley Auto Mall.

To assist in the various transactions identified above, as well as help stimulate the local economy and address the goals and obligations of the Redevelopment Agency, staff is recommending the use of a Participation Agreement. To help establish a contractual relationship between the Redevelopment Agency and Moss Bros. Autogroup, the RDA's Special Legal Counsel has drafted a Participation Agreement which provides the following major business points.

- Moss shall use commercially reasonable efforts to re-establish automobile dealerships for GMC/Buick, as well as continue operation of a Chevrolet dealership at the Moreno Valley Auto Mall.
- Moss shall use commercially reasonable efforts to expand its existing dealership operations (Toyota, Honda and Chrysler/Jeep/Dodge/RAM Trucks, as well as pursue opportunities for adding new factory-authorized automobile dealerships to the Moreno Valley Auto Mall.
- Moss shall agree to establishing and maintaining the City of Moreno Valley as a point-of-sale for its sales of Toyota, Scion, Honda, Chrysler/Jeep, Dodge, RAM Trucks, Chevrolet, GMC, Buick and any other factory-authorized automobile sales at the Moreno Valley Auto Mall.

- Moss shall receive both an Initial Payment and Final Payment in the amounts of \$250,000 or an amount equal to 20% of the City's share of sales produced by Moss operated dealerships on an annual basis, whichever is lesser.

ALTERNATIVES

1. Approve the Participation Agreement with Moss Bros. Autogroup.
2. Reject or pursue modifications in the terms of the Participation Agreement. Supporting this alternative would hinder the proposed transactions planned for the Moreno Valley Auto Mall.

FISCAL IMPACT

The planned projects being pursued by Moss Bros. Autogroup are envisioned to enhance the overall effectiveness of the Moreno Valley Auto Mall, including producing increased sales tax revenue for the City, along with new employment opportunities. The investment on the part of the City and its Redevelopment Agency through the two payments to Moss shall be made by the Redevelopment Agency through funding made available by the City's General Fund through sales tax revenue.

ATTACHMENTS

- ATTACHMENT 1: Participation Agreement (PG 577-602)
 ATTACHMENT 2: Resolution of the Community Redevelopment Agency of the City of Moreno Valley (PG603-604)

Prepared By:
 Barry Foster
 Economic Development Director

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

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TABLE OF CONTENTS

	<u>Page</u>
100. DEFINITIONS.....	2
200. REPRESENTATIONS AND WARRANTIES.....	4
201. Agency Representations.....	4
202. Operator Representations.....	4
300. OPERATION IN CONFORMITY WITH LAW; INSURANCE AND INDEMNITY.....	5
301. Indemnity.....	5
302. Compliance With Laws.....	6
303. Insurance.....	6
304. Nondiscrimination in Employment.....	7
305. Taxes and Assessments.....	8
400. CONSIDERATION FOR AGREEMENT; AGENCY PAYMENTS.....	8
401. Operator Consideration.....	8
402. Conditions Precedent to Initial Payment.....	9
403. Conditions Precedent to Final Payment.....	10
404. Brokers.....	11
500. COVENANTS AND RESTRICTIONS.....	11
501. Use Covenants.....	11
600. DEFAULTS AND REMEDIES.....	12
601. Default Remedies.....	12
602. Institution of Legal Actions.....	12
603. Termination by the Operator.....	12
604. Termination by Agency.....	12
605. Acceptance of Service of Process.....	13
606. Rights and Remedies Are Cumulative.....	13
607. Inaction Not a Waiver of Default.....	13
608. Applicable Law.....	13
700. GENERAL PROVISIONS.....	13
701. Notices, Demands and Communications Between the Parties.....	13
702. Enforced Delay; Extension of Times of Performance.....	14
703. Transfers of Interest in Agreement or of Designated Sites and Other Properties.....	14
704. Provision of Information; Inspection of Books and Records.....	15
705. Non-Liability of Officials and Employees of Agency.....	15
706. Relationship Between Agency and Operator.....	15
707. Agency Approvals and Actions.....	15
708. Counterparts.....	15
709. Integration.....	15
710. Interpretation; Titles and Captions.....	16
711. No Waiver.....	16
712. Modifications.....	16

713.	Severability	16
714.	Computation of Time	16
715.	Legal Advice	16
716.	Time of Essence	16
717.	Time for Acceptance of Agreement by Agency	16
718.	No Third Party Beneficiaries Except for City	17

ATTACHMENTS

- | | |
|------------------|----------------------|
| Attachment No. 1 | Site Plan |
| Attachment No. 2 | Operator Certificate |

PARTICIPATION AGREEMENT

By and Between the

**COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF
MORENO VALLEY**

and

MOSS BROS. AUTOGROUP
a California corporation

PARTICIPATION AGREEMENT

This **PARTICIPATION AGREEMENT** (the "Agreement") is entered into as of May 20, 2010 (the "Date of Agreement"), by and between the **COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY**, a public body, corporate and politic (the "Agency"), and **MOSS BROS. AUTOGROUP**, a California corporation (the "Operator").

RECITALS

The following recitals are a substantive part of this Agreement:

A. The Operator and the Agency desire that the Operator operate a factory-authorized automobile sales and servicing facilities within the project area (the "Project Area") as heretofore established by the adoption of the Redevelopment Plan for the Moreno Valley Redevelopment Project (the "Redevelopment Project") operating under the trade name Moss Bros.

B. Operator through the operation of such use within the Project Area will help stimulate the local economy and address the goals and obligations of the Redevelopment Plan.

C. The Agency, in conjunction with the City of Moreno Valley, a municipal corporation (the "City") has previously established an area (located within the Project Area) devoted to motor vehicle dealerships, which included area is known as the Moreno Valley Auto Mall (the "Auto Mall").

D. Operator is operating and, subject to the provisions of this Agreement, commits to continue to operate factory-authorized automobile dealerships for Honda ("Honda Dealership"), Toyota ("Toyota Dealership"), Scion ("Scion Dealership"), Dodge ("Dodge Dealership"), Chrysler ("Chrysler Dealership"), Jeep ("Jeep Dealership")(collectively, the "Existing Dealerships") and to use commercially reasonable efforts to re-establish truck and automobile dealerships, for GMC/Buick (the "GMC/Buick Dealership") and continue operation of a Chevrolet dealership (the "Chevrolet Dealership") within the Auto Mall.

E. Operator has options to acquire ownership of sites within the Auto Mall which it deems suitable for operation of the GMC/Buick Dealership (the "GMC/Buick Site") and the Chevrolet Dealership (the "Chevrolet Site" and, together with the GMC/Buick Site, the "Designated Sites").

F. Operator is in negotiations to acquire additional automobile dealerships and agrees to use commercially reasonable efforts to attract, open and operate motor vehicle dealerships within the Auto Mall for products not represented (as new automobile dealerships) in the Auto Mall as of the Date of Agreement.

G. The operations as required to be accomplished under this Agreement are in the vital and best interest of the City and the health, safety, and welfare of its residents, and in accord with the public purposes and provisions of applicable state and local laws, including the creation of jobs within the City.

NOW, THEREFORE, the Agency and the Operator hereby agree as follows:

100. DEFINITIONS.

“Adverse Litigation” means any litigation (including without limitation the filing of a claim) concerning (i) the Agreement, (ii) the subject matter of the Agreement, or (iii) the land use approvals, zoning classifications, or environmental process with respect to the Designated Sites or any other properties owned by the Operator or a Related Person within the Auto Mall, the Agreement, or the activities to be undertaken by the Operator under the Agreement, which, in the opinion of Operator or Agency, will have a material adverse effect on the ability of either party to perform its obligations under this Agreement or to realize the intended benefits of this Agreement.

“Agreement” means this Participation Agreement by and between the Agency and the Operator.

“Auto Mall” is defined in Recital C, above.

“Auto Mall Special Taxes” means special taxes imposed by the City or the governing board for Community Facilities District No. 3 as heretofore established by the City.

“Certificate Condition” is defined in Section 401.2 hereof.

“City” means the City of Moreno Valley, a municipal corporation.

“City Share” means an amount equal to the lesser of: (i) one percent of the total sales of motor vehicles and parts which occurs in the Auto Mall directly generated by the conduct of Conforming Activities by the Operator or a Related Person; or (ii) that amount which the City receives as its share of sales tax under the pursuant to the Bradley Burns Uniform Sales Tax Law, California Revenue and Taxation Code Section 7200, et seq., as a result of the sales of motor vehicles and parts which occurs in the Auto Mall directly generated by the conduct of Conforming Activities by the Operator or a Related Person.

“Conditions Precedent to Final Payment” is defined in Section 404 hereof.

“Conditions Precedent to Initial Payment” is defined in Section 403 hereof.

“Conforming Activities” means the operation of an automobile sales and service facility (which may include body shop, parts sales and related activities) for Conforming Vehicles under the trade name Moss Bros.

“Conforming Vehicles” means motor vehicles sold under authorization of the corresponding manufacturer and marketed under the trade names Honda, Toyota, Scion, Dodge, Chrysler, Jeep, Chevrolet and other motor vehicle product lines that may, through Operator’s efforts, come to be located in the Auto Mall, but excluding any such product lines for which dealerships cease to be available at the Auto Mall as a result of (a) manufacturer dealership reductions; (b) bankruptcy or other insolvency of the manufacturer; or (c) other conditions over which Operator has no substantial control, despite its commercially reasonable efforts.

“Continuous Operation Condition” is defined in Section 401.2 hereof.

“County” shall mean the County of Riverside, California.

"Date of Agreement" is defined in the first paragraph of this Agreement.

"Default" means the failure of a party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and opportunity to cure, as set forth in Section 601 hereof.

"Designated Sites" means the GMC/Buick Site and the Chevrolet Site.

"Designated Trade Name" means "Moss GMC", "Moss Buick", "Moss Honda", "Moss Toyota", "Moss Dodge", "Moss Chrysler", "Moss Jeep", "Moss Scion", "Moss Chevrolet" or any other trade name that is approved by the Agency in its reasonable discretion.

"Executive Director" means the Executive Director of the Agency (or the Interim Executive Director of the Agency) or his designee.

"Fee Condition" is defined in Section 401.2.

"Final Payment Amount" means an amount equal to the lesser of: (i) the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) or (ii) an amount equal to twenty percent (20%) of the City Share for the Second Year.

"Fiscal Year" or, unless the context otherwise requires *"Year"* means a period commencing as of July 1 and ending as of June 30 of the immediately following calendar year.

"Governmental Requirements" means each and every law, ordinance, statute, code, rule, regulation, order, and decree of the United States, the state, the County, the City, or any other political subdivision in which the Auto Mall is located, and of any other political subdivision, agency, or instrumentality exercising jurisdiction over the Operator or the Auto Mall.

"Improvements" means all improvements present on the Designated Sites or any and all properties owned by the Operator or any Related Person as of the Date of Agreement or thereafter undertaken on the Designated Sites or any property owned by the Operator or a Related Person within the Auto Mall.

"Initial Payment Amount" means an amount equal to the lesser of: (i) the sum of Two Hundred Fifty Thousand Dollars (\$250,000.00) or (ii) an amount equal to twenty percent (20%) of the City Share for the Initial Year.

"Initial Year" means the period commencing as of September 1, 2010 and ending as of August 31, 2011.

"Municipal Code" means the City of Moreno Valley Municipal Code.

"Notice" shall mean a notice in the form prescribed by Section 601 hereof.

"Operating Covenant Period" means a period commencing as of the Date of Agreement and ending as of August 31, 2012.

"Operator" means Moss Bros. Autogroup, a California corporation.

“*Operator Certificate*” means Attachment No. 2 to this Agreement.

“*Performance Conditions*” means all of the following: the Sales Tax Condition; the Fee Condition; the Indemnification Condition; the Certificate Condition; the Electrical Service Condition; the Property and Sales Tax Condition; and the Continuous Operation Condition. Each of the foregoing “Conditions” as so enumerated within this definition of Performance Conditions is defined in Section 401.2 hereof.

“*Point of Sale*” means that situs which is treated by the California Franchise Tax Board as the point of sale for a business.

“*Property and Special Tax Condition*” means that Operator shall have timely paid in full when due all amounts payable as property taxes, assessments, City fees or special taxes (including all Auto Mall Special Taxes imposed with respect to land owned by the Operator or any Related Person within the Auto Mall) during the corresponding Fiscal Year.

“*Related Person*” means any entity in which an ownership interest is held by the Operator or any business in which an ownership interest is held by a person who, as of the Date of Agreement, is an officer, shareholder or owner of the Operator.

“*Second Year*” means the Fiscal Year beginning as of September 1, 2011 and ending as of August 31, 2012.

200. REPRESENTATIONS AND WARRANTIES.

201. **Agency Representations.** Agency represents and warrants to Operator as follows:

(a) **Authority.** Agency is a public body, corporate and politic organized and existing under the laws of the State of California, which has been authorized to transact business pursuant to action of its governing board. The Agency has full right, power and lawful authority to execute, perform, and deliver this Agreement, and the execution, performance, and delivery of this Agreement by Agency has been fully authorized by all requisite actions on the part of Agency. The parties who have executed this Agreement on behalf of Agency are authorized to bind Agency by their signatures hereto.

(b) **No Conflict.** To the best of Agency’s knowledge, Agency’s execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Agency is a party or by which it is bound.

(c) **No Agency Bankruptcy.** Agency is not the subject of a bankruptcy proceeding.

202. **Operator Representations.** Operator represents and warrants to Agency as follows:

(a) **Authority.** Operator is a duly organized California corporation that is doing business in California, is authorized to do business in California and is in good standing under the laws of the State of California. Operator has full right, power and lawful authority to purchase and accept possession of property within the Project Area, including the Auto Mall and undertake all obligations as provided herein and the execution, performance and delivery of this

Agreement by Operator has been fully authorized by all requisite actions on the part of the Operator in conformance with the Governmental Requirements. The parties who have executed this Agreement on behalf of Operator are authorized to bind Operator by their signatures hereto.

(b) **Litigation.** To the best of Operator's knowledge, there are no actions, suits, material claims, legal proceedings, or any other proceedings pending against Operator, or affecting its ability to acquire ownership of property within the Auto Mall or any portion thereof, at law or in equity before any court or governmental agency, domestic or foreign, which in any way would have a material effect on Operator's ability to perform its obligations under this Agreement.

(c) **No Conflict.** To the best of Operator's knowledge, Operator's execution, delivery, and performance of its obligations under this Agreement will not constitute a default or a breach under any contract, agreement or order to which Operator is a party or by which it is bound.

(d) **No Operator Bankruptcy.** Operator is not the subject of a bankruptcy proceeding.

(e) **Operator Experience; Sophisticated Party.** The Operator is a sophisticated party, with substantial experience in the acquisition, development, obtaining financing for, and the operation of motor vehicle sales and servicing facilities under manufacturer authorization, and with the negotiation, review, and preparation of agreements and other documents in connection with such activities. The Operator is familiar with and has reviewed all laws and regulations and all applicable requirements of the corresponding manufacturers pertaining to the operation of Conforming Activities under this Agreement.

300. OPERATION IN CONFORMITY WITH LAW; INSURANCE AND INDEMNITY.

301. **Indemnity.** The Operator shall defend (by counsel satisfactory to Agency), indemnify and save and hold harmless each of Agency, City and their respective officers, contractors, agents and employees from and against all claims, damages, demands, actions, losses, liabilities, costs and expenses including, without limitation, attorneys' fees and court costs (all of the foregoing are collectively, "Claims") arising from or relating to: (i) Operator's breach of this Agreement; (ii) a Claim, demand or cause of action that any person has or asserts against Operator; (iii) any act or omission of Operator, any contractor, subcontractor or material supplier, engineer, architect or other person retained or employed by Operator with respect to property within the Auto Mall; or (v) Operator's ownership, occupancy or use of the Designated Sites or any other property within the Auto Mall. Operator's obligations under this Section 304 shall survive the termination of this Agreement.

If the Operator defaults under the terms of this Agreement and such default remains uncured after the Agency has given Operator written notice thereof as set forth in Section 500, the Operator agrees to reimburse the Agency immediately upon written demand for all costs reasonably incurred by the Agency (including the reasonable fees and expenses of attorneys, accountants, appraisers and other consultants, whether the same are independent contractors or employees of Agency or City) in connection with the enforcement of the Agreement, including the attachments thereto, and all related matters including the following: (a) the Agency's commencement of, appearance in, or defense of any action or proceeding purporting to affect the rights or obligations of the parties to this

Agreement, and (b) all claims, demands, causes of action, liabilities, losses, commissions and other costs against which each of Agency and City is indemnified under this Agreement.

The Operator shall indemnify each of the Agency and the City from any real estate commissions or brokerage fees which may arise from this Agreement, the Designated Sites or any other property within the Auto Mall. The Operator agrees to hold each of Agency and City harmless from any claim by any broker, agent or finder in connection with this Agreement, the activities by the Operator, the Designated Sites and any other property within the Auto Mall.

Operator agrees that no displacement of another person or business shall be effected in connection with the establishment, continuation or expansion of its activities at the Designated Sites or otherwise within the Auto Mall. Operator agrees to and shall defend, indemnify and hold harmless each of Agency and City from and against any claim, loss, suit or demand in connection with any claim for relocation assistance based upon the displacement of a person or business from the Designated Sites or the remainder of the Auto Mall occurring prior to approval of this Agreement.

302. **Compliance With Laws.** Operator shall carry out the conduct of uses on the Designated Sites or otherwise within the Auto Mall in conformity with all applicable laws, including without limitation the Americans With Disabilities Act, 42 U.S.C. Section 12101, *et seq.*, Government Code Section 4450, *et seq.*, Government Code Section 11135, *et seq.*, and the Unruh Civil Rights Act, and Civil Code Section 51, *et seq.*, and, to the extent applicable, Labor Code Section 1720(b)(3) and all Governmental Requirements. The Agency makes no representations or warranties whatsoever with respect to the applicability of the foregoing prevailing wage and public works requirements, and the Operator shall make its own determination as to such applicability. Operator shall indemnify each of Agency and City for any liability associated with the payment of prevailing wages for any work on the Designated Sites or otherwise within the Auto Mall.

The Operator does hereby and shall indemnify and hold each of Agency and City harmless from and against any and all claims, demands, causes of action, obligations, damages, liabilities, costs and expenses, including reasonable attorneys' fees, that may be asserted against or incurred by Agency or City with respect to or in any way arising from Operator's compliance with or failure to comply with applicable laws, including all applicable federal and state labor standards including without limitation the requirements of Labor Code Section 1720.

The Operator is under no obligation to construct or otherwise develop improvements on the Designated Sites or otherwise within the Auto Mall and is not obligated to apply all or any portion of the Initial Payment Amount or Final Payment Amount toward any such development or construction. The Operator intends, through the construct of uses on the Designated Sites and otherwise within the Auto Mall, to create jobs for the benefit of the City.

303. **Insurance.** Prior to the disbursement of any moneys by the Agency to the Operator and continuing throughout the Operating Covenant Period, the Operator shall maintain at Operator's sole expense the following policies of insurance in form and substance reasonably satisfactory to the Agency:

(i) workers' compensation insurance and any other insurance required by law in connection with construction, if any, performed on the Designated Sites or other

property within the Auto Mall (to be in effect only while work is being performed on the Designated Sites or at another location within the Auto Mall);

(ii) fire and hazard "all risk" insurance covering 100% of the replacement cost of the improvements at the Designated Sites or improvements owned by the Operator or a Related Person otherwise located within the Auto Mall in the event of fire, lightning, windstorm, vandalism, earthquake, malicious mischief and all other risks normally covered by "all risk" coverage policies in the area where the Auto Mall is located (including loss by flood if the Auto Mall is in an area designated as subject to the danger of flood);

(iii) public liability insurance in amounts reasonably required by the Executive Director from time to time, and in no event less than \$2,000,000 for "single occurrence;"

(iv) property damage insurance in amounts reasonably required by the Executive Director from time to time, and in no event less than \$2,000,000; and

All such insurance shall provide that it may not be canceled or materially modified without 30 days prior written notice to Agency. The policies required under subparagraph (b) shall show each of Agency and City as an additional insured and loss payee. Each of Agency and City shall be an additional insured in the policies required under subparagraph (d). Certificates of insurance for the above policies (and/or original policies, if required by Agency) and endorsements shall be delivered to Agency from time to time within 10 days after demand therefor. No less than thirty (30) days prior to the expiration of each policy, Operator shall deliver to Agency evidence of renewal or replacement of such policy reasonably satisfactory to the Executive Director.

(b) Coverage provided hereunder by Operator shall be primary insurance and not be contributing with any insurance maintained by Agency or City, and the policy shall contain such an endorsement. The insurance policy or the endorsement shall contain a waiver of subrogation for the benefit of each of Agency and City. All policies shall be written by good and solvent insurers qualified to do business in California. The required certificate shall be furnished by Operator at the time set forth herein. The Operator's obligation to maintain insurance under this Section 303 may be satisfied by appropriate amendment, rider or endorsement to any blanket policy or policies carried by the Operator, and the Operator shall have the option to include a self-insured deductible for which it shall assume full responsibility so long as the Operator maintains a combined net worth of Fifty Million Dollars (\$50,000,000.00).

(c) The Operator hereby waives all rights to recover against each of Agency or City (or any officer, employee, agent or representative of Agency or City) for any loss incurred by Operator from any cause insured against or required by this Agreement to be insured against; provided, however, that this waiver of subrogation shall not be effective with respect to any insurance policy if the coverage thereunder would be materially reduced or impaired as a result. Operator shall use its best efforts to obtain only policies which permit the foregoing waiver of subrogation.

304. **Nondiscrimination in Employment.** The Operator certifies and agrees that all persons employed or applying for employment by it, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to, or because of race, color, religion, ancestry,

national origin, sex, sexual orientation, age, pregnancy, childbirth or related medical condition, medical condition (cancer related) or physical or mental disability.

305. **Taxes and Assessments.** Throughout the Operating Covenant Period, Operator shall pay prior to delinquency all ad valorem real estate taxes and assessments on any and all property owned by Operator or a Related Person within the Auto Mall. Operator shall remove or have removed any levy or attachment made on any such property, or part thereof, which is owned or leased by Operator (or any Related Person), or assure the satisfaction thereof within a reasonable time, but in no event to exceed sixty (60) days. The Operator shall additionally defend, indemnify, and hold harmless each of Agency and City from and against any taxes, assessments, mechanic's liens, claims of materialmen and suppliers, or other claims by private parties in connection with (a) activities undertaken by the Operator or (b) the Auto Mall.

400. **CONSIDERATION FOR AGREEMENT; AGENCY PAYMENTS.**

401. **Operator Consideration.**

401.1 **Timing for Satisfaction of Conditions.** As consideration for the Agency to enter into this Agreement, the Operator agrees to satisfy the Conditions Precedent to Initial Payment by the respective time established therefor in Section 402 and to satisfy the Conditions Precedent to Final Payment by the time established therefor in Section 403. Operator shall also satisfy the Performance Conditions on a continuous basis throughout the Operating Covenant Period. The Operator further agrees to operate, maintain and use any and all property owned by the Operator or any Related Person within the Auto Mall in conformity with this Agreement. The Operator assumes all responsibility for any costs to perform under this Agreement.

Within thirty (30) days after the Conditions Precedent to Initial Payment have been satisfied (immediately following the approval of this Agreement), as such satisfaction is determined in good faith by the Executive Director, Agency will disburse to Operator the Initial Payment Amount. The Operator agrees to expend the Initial Payment Amount for expenses arising in connection with the operation of Conforming Activities within the Auto Mall.

Provided that the Conditions Precedent to Final Payment have been and remain satisfied, the Agency shall make one final payment to the Operator (of the Final Payment Amount) within thirty (30) days after receipt of the Operator Certificate following conclusion of the Second Year. Times for payment shall be extended for a reasonable time in order for the Agency to confirm compliance with all conditions to payment. No interest shall accrue on any such amounts.

401.2 **Performance Conditions.** Operator shall continuously operate Conforming Activities (including the Existing Dealerships) commencing as of the Date of Agreement and continuing throughout the Operating Covenant Period. The obligations as set forth in this paragraph shall hereinafter be referred to as the "Continuous Operation Condition."

The performance by the Operator shall additionally include: (i) the satisfaction of the Conditions Precedent to Payment; (ii) treating the Auto Mall (or portions thereof) as point of sale for all taxable sales made by the Operator within the Auto Mall (the "Sales Tax Condition") as reflected in the reports of the Operator to the State Board of Equalization (which reports shall be made available by Operator to City and, to the extent permitted by law, to Agency); (iii) the payment in full of all City fees and/or business licenses payable in respect to the operation of the Conforming

Activities (the "Fee Condition"); (iv) provision of defense, indemnification, assumption of responsibility for, and provision of insurance as required pursuant to Sections 303 and 304 of this Agreement (the "Indemnification Condition"); and (v) Operator shall use electrical services made available by the City (the "Electrical Service Condition"). The Operator shall, as provided in this Agreement, provide its certification in connection with the satisfaction of the foregoing Conditions in the form of the Operator Certificate, and thereafter on an annual basis, on that date which precedes by thirty (30) days the last date of each Annual Period, the Operator shall so submit the Operator Certificate until the last day of the Operating Covenant Period, and during such period shall provide such additional information with respect to any of such matters as the Executive Director or his designee shall determine to be necessary or covenant in connection with the review of the Operator Certificate(s) (the "Certificate Condition"). All of the Conditions set forth in this Section 401.2 together constitute the Performance Conditions.

402. **Conditions Precedent to Initial Payment.** The Agency shall not be obligated to make the disbursement of the Initial Amount unless all of the following conditions precedent have been and remain satisfied as of September 1, 2011:

(a) the Operator provides to the Executive Director evidence satisfactory to the Executive Director that: (i) Operator is engaged in the operation of Conforming Activities within the Auto Mall, including the sale of new motor vehicles under authorization therefor by the corresponding manufacturers and sale of new motor vehicles for each of the Existing Dealerships; (ii) Operator owns property within the Auto Mall at which Conforming Activities are being conducted; and (iii) Operator has made commercially reasonable efforts to secure commitments for the establishment of factory-authorized dealerships within the Auto Mall for product lines not represented in the Auto Mall as of the Date of Agreement;

(b) the Operator provides evidence satisfactory to the Executive Director that all properties within the Auto Mall owned by the Operator or a Related Person shall be and remain the Point of Sale for sales of Conforming Vehicles by the Operator;

(c) the Operator remakes (prior to each payment) its covenant to operate and shall have satisfied the Performance Conditions (except with respect to the Initial Payment Amount);

(d) after September 1, 2011 but on or before October 1, 2011, Operator has executed and delivered to the Executive Director an Operator Certificate for the Initial Year, duly executed with the attachments as prescribed by this Agreement;

(e) all property taxes, assessments, business license fees, City fees and special taxes for or with respect to any and all property within the Auto Mall that is owned by the Operator or a Related Person have been paid and are not delinquent;

(f) there exists no Default, as defined in Section 601 of this Agreement, or event, or omission which would constitute a Default after notice or lapse of time, or both; and

(g) the Operator has delivered to Agency all documents, instruments, policies, and forms of evidence or other materials required to be provided to Agency hereunder and as may be reasonably requested by Agency under the terms of this Agreement.

The foregoing conditions lettered (a) to (g), inclusive, shall collectively constitute the "Conditions Precedent to Initial Payment."

The Operator agrees that, in the event the Operator ceases to operate the Conforming Activities on all property (other than a vacant lot currently owned by the Operator and designated as Assessor Parcel No. 477-130-020 -- "Vacant Lot") owned by the Operator and/or a Related person within the Auto Mall during the Operating Covenant Period, or if this Agreement is terminated by the Agency based upon the default or failure to satisfy conditions by the Operator, then no additional or future payments shall be made by the Agency pursuant to Section 402 of this Agreement.

403. **Conditions Precedent to Final Payment.** The Agency shall not be obligated to make disbursement of the Final Payment unless all of the following conditions precedent have been and remain satisfied as of September 1, 2012:

(a) Each of the Conditions to Initial Payment has been and remains satisfied;

(b) the Operator provides evidence satisfactory that demonstrates that Operator has made commercially reasonable efforts to attract, open and operate motor vehicle dealerships for products not represented in the Auto Mall as of the Date of Agreement;

(c) the Operator provides evidence satisfactory to the Executive Director that the Conforming Activities are being conducted on any and all property (except the Vacant Lot) owned by the Operator or any Related Person within the Auto Mall (except the Vacant Lot) and that all properties owned by the Operator or any Related Person within the Auto Mall are being maintained as Point of Sale in accordance with the terms of this Agreement;

(d) the Operator remakes (prior to each payment) its covenant to operate and shall have satisfied the Performance Conditions;

(e) after September 1, 2012 but on or before October 1, 2012, Operator has executed and delivered to the Executive Director an Operator Certificate for the Second Year, duly executed and with the attachments prescribed pursuant to this Agreement;

(f) all property taxes, assessments, business license fees, City fees and special taxes for or with respect to any and all property within the Auto Mall that is owned by the Operator or a Related Person have been paid and are not delinquent;

(g) there exists no Default, as defined in Section 601 of this Agreement, or event, or omission which would constitute a Default after notice or lapse of time, or both; and

(h) the Operator has delivered to Agency all documents, instruments, policies, and forms of evidence or other materials required to be provided to Agency hereunder and as may be reasonably requested by Agency under the terms of this Agreement.

The foregoing conditions lettered (a) to (h), inclusive, shall collectively constitute the "Conditions Precedent to Final Payment."

The Operator agrees that, in the event the Operator ceases to operate the Conforming Activities within the Auto Mall throughout the Operating Covenant Period, or if this Agreement is

terminated by the Agency based upon the default or failure to satisfy conditions by the Operator, then no additional or future payments shall be made by the Agency pursuant to Section 402 of this Agreement.

404. **Brokers.** The Agency shall not be liable for any real estate commissions or brokerage fees which may arise herefrom. The Operator represents and warrants that it has not engaged the services of any agents, brokers, or finders in connection with this Agreement, and assumes all responsibility for any remuneration payable to any agents, brokers, or finders in connection with this Agreement.

500. COVENANTS AND RESTRICTIONS.

501. **Use Covenants.** The Operator is a business specializing in the sale and servicing of new automobiles under factory authorization as a franchised dealer of such products. The Operator shall sell Conforming Vehicles within the Auto Mall and continue the operation of the Existing Dealerships and conduct related and ancillary activities including the servicing and repair of automobiles. The Operator shall operate within the Auto Mall only Conforming Activities, which shall include a physical facility which includes improvements conforming in all respects to all applicable regulations of federal, state and local agencies regulating the establishment or operations of such facilities. The Operator covenants and agrees that the Operator and any successors and assignees, shall on a continuous basis throughout the Operating Covenant Period: (i) devote all property owned by the Operator or any Related Person within the Auto Mall to the uses specified in this Section 501 of this Agreement; (ii) operate on any and all property owned by the Operator or any Related Person within the Auto Mall a business or businesses devoted to the operation of Conforming Activities under the Designated Trade Names; (iii) operate within the Auto Mall the Existing Dealerships; and (iv) execute and deliver to the Agency an Operator Certificate prior to each payment by the Agency.

The Operator shall carry out all of its undertakings pursuant to this Agreement in conformity with all applicable laws. The Operator covenants to operate within the Auto Mall only Conforming Activities for a period of not less than the Operating Covenant Period; this covenant is made for the benefit of the Agency. Operator shall remake this covenant prior to each payment by the Agency and thereafter annually during the Operating Covenant Period.

In addition, continuing throughout the remainder of the Operating Covenant Period, all uses conducted on any and all property owned by the Operator or any Related Person within the Auto Mall, including, without limitation, all activities undertaken by the Operator pursuant to this Agreement, shall be Conforming Activities and shall conform to all applicable provisions of the Municipal Code. The Operator on behalf of itself and its successors, assigns, and each successor in interest to all properties owned by Operator and/or a Related Person within the Auto Mall, or any part thereof, hereby covenants and agrees:

(a) To use, devote, and maintain any and all properties (except the Vacant Lot) owned by Operator or any Related Person within the Auto Mall and each part thereof, for the purposes and the uses specified in the Municipal Code of the City, all applicable laws.

(b) To maintain the improvements and landscaping on any and all properties owned by Operator or any Related Person within the Auto Mall in conformity to all applicable laws and to keep all such properties free from any accumulation of debris and waste

materials.

(c) To operate on any and all properties owned by Operator or any Related Person within the Auto Mall only Conforming Activities.

600. DEFAULTS AND REMEDIES.

601. **Default Remedies.** Subject to the extensions of time set forth in Section 702 of this Agreement, failure by any party to perform any action or covenant required by this Agreement within the time periods provided herein following notice and failure to cure as described hereafter, constitutes a "Default" under this Agreement. A party claiming a Default shall give written notice of Default to the other parties specifying the Default complained of. Except as otherwise expressly provided in this Agreement, the claimant shall not institute any proceeding against any other party, and the other party shall not be in Default if such party within thirty (30) days from receipt of such notice immediately, with due diligence, commences to cure, correct or remedy such failure or delay and shall complete such cure, correction or remedy with diligence. In the event of the Operator's Default of the operating covenant, the sole remedy of the Agency shall be suspension or at Agency's election to terminate payment of the amounts payable to Operator under this Agreement and/or to seek recovery of amounts previously paid.

602. **Institution of Legal Actions.** In addition to any other rights or remedies and subject to the restrictions otherwise set forth in this Agreement, any party may institute an action at law or equity to seek specific performance of the terms of this Agreement, or to cure, correct or remedy any Default, to recover damages for any Default, or to obtain any other remedy consistent with the purpose of this Agreement. Such legal actions must be instituted in the Superior Court of the County of Riverside, State of California.

603. **Termination by the Operator.** The Operator shall not have the right to terminate this Agreement unless the Agency fails to make a payment required pursuant to this Agreement upon satisfaction by Operator of the conditions precedent to such payment. Upon the Agency's Default of its obligations under this Agreement and failure to cure such Default within the time specified in Section 601, then this Agreement and any rights hereunder shall, at the option of the Operator, be terminated by Operator by Notice thereof to the Agency. From the date of Notice of Termination of this Agreement by Operator to the Agency and thereafter, this Agreement shall be deemed terminated and there shall be no further rights or obligations between the parties.

604. **Termination by Agency.** In the event that, prior to the time established in Section 402 for the satisfaction of the Conditions Precedent to Initial Payment or Section 403 for the satisfaction of the Conditions Precedent to Final Payment:

(a) Operator (or any successor in interest) assigns this Agreement or any rights herein or with respect to any and all properties owned by Operator or any Related Person within the Auto Mall in violation of this Agreement and fails to cure such default within the time set forth in Section 601 hereof; or

(b) Operator does not fulfill one or more of the Conditions Precedent to Payment and such failure is not caused by Agency; or

(c) On or before the ninetieth day after the Date of Agreement, Adverse Litigation is pending; or

(d) Operator is otherwise in default of this Agreement and fails to cure such default within the time set forth in Section 601 hereof;

then this Agreement and any rights of the Operator or any assignee or transferee with respect to or arising out of the Agreement, shall, at the option of Agency, be terminated by Agency by Notice thereof to the Operator. From the date of the Notice of termination of this Agreement by Agency to the Operator and thereafter this Agreement shall be deemed terminated, and there shall be no further rights or obligations between the parties.

605. **Acceptance of Service of Process.** In the event that any legal action is commenced against the Agency, service of process on the Agency shall be made by personal service upon the Agency Secretary or in such other manner as may be provided by law. In the event that any legal action is commenced against the Operator, service of process on the Operator shall be made in such manner as may be provided by law and shall be effective whether served inside or outside of California.

606. **Rights and Remedies Are Cumulative.** Except as otherwise expressly stated in this Agreement, the rights and remedies of the parties are cumulative, and the exercise by a party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by another party.

607. **Inaction Not a Waiver of Default.** Any failures or delays by either party in asserting any of its rights and remedies as to any Default shall not operate as a waiver of any Default or of any such rights or remedies, or deprive either such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

608. **Applicable Law.** The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

700. GENERAL PROVISIONS.

701. **Notices, Demands and Communications Between the Parties.** Any approval, disapproval, demand, document or other notice ("Notice") which a party hereto may desire to give to another party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by reputable document delivery service such as Federal Express that provides a receipt showing date and time of delivery, or (iii) mailing in the United States mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below, or at any other address as that party may later designate by Notice.

To Agency: Community Redevelopment Agency of the
City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, California 92552-0805
Attention: Economic Development Director

To Operator: Moss Bros. Autogroup
Attention: Glenn L. Moss, Sr.
8146 Auto Drive
Riverside, California 92504

Any written notice, demand or communication shall be deemed received immediately upon receipt; provided, however, that refusal to accept delivery after reasonable attempts thereto shall constitute receipt. Any notices attempted to be delivered to an address from which the receiving party has moved without notice shall be deemed to be effective on the fifth (5th) day from the date of the attempted delivery or deposit in the United States mail.

702. **Enforced Delay; Extension of Times of Performance.** In addition to specific provisions of this Agreement, performance by any party hereunder shall not be deemed to be in Default, and all performance and other dates specified in this Agreement shall be extended, where delays or Defaults are due to: war; insurrection; riots; floods; earthquakes; fires; casualties; acts of God; acts or omissions of another party. Notwithstanding anything to the contrary in this Agreement, an extension of time for any such cause shall be for the period of the enforced delay and shall commence to run from the time of the commencement of the cause, if notice by the party claiming such extension is sent to the other party within thirty (30) days of the commencement of the cause. Times of performance under this Agreement may also be extended in writing by the mutual agreement of Agency and Operator. The Executive Director shall have the authority to approve on behalf of Agency, extensions of time not to exceed a cumulative total of one hundred eighty (180) days. Notwithstanding any provision of this Agreement to the contrary, the Operator is not entitled pursuant to this Section 702 to an extension of time to perform because of the failure to obtain any approvals of third parties for sales or exchanges of property or the failure of Operator to operate Conforming Activities; and no rights with respect to entitlements as to any property or with respect to agreements, if any, with Agency as to other properties; provided, however, that a unilateral manufacturer reduction in dealerships, election by a vehicle manufacturer to discontinue a product line and/or the bankruptcy or other insolvency of a vehicle manufacturer shall not constitute a default by the Operator hereunder.

703. **Transfers of Interest in Agreement or of Designated Sites and Other Properties.** The qualifications and identity of the Operator are of particular concern to the Agency. It is because of those qualifications and identity that the Agency has entered into this Agreement with the Operator. For the period commencing upon the Date of Agreement and until the end of the Operating Covenant Period, no voluntary or involuntary successor in interest of the Operator shall acquire any rights or powers under this Agreement, nor shall the Operator make any total or partial sale, transfer, conveyance, assignment, subdivision, refinancing or lease of the whole or any part of the Designated Sites or any of the other properties owned by Operator or any Related Person within the Auto Mall or the improvements thereon without prior written approval of Agency, except as

expressly set forth in this Section 703. Provided that in the event of a transfer that has not been approved in writing by the Agency, the sole remedy of the Agency shall be suspension or at Agency's election termination of payments otherwise required to be made by Agency pursuant to this Agreement. Notwithstanding the foregoing, transfers of interests by the Operator of some or all of the Designated Sites or any of the other properties owned by Operator to a Related Person will not constitute a default pursuant to this Section 703.

704. **Provision of Information; Inspection of Books and Records.** The Agency shall have the right at all reasonable times during the Operating Covenant Period to engage third parties to inspect the books and records of the Operator pertaining to the collection and payment of sales taxes in connection with the purchase and sale of products as reasonably necessary to determine compliance with this Agreement; the Operator agrees to make such records available to the Agency as deemed necessary by the Agency, at least annually and additional upon request therefor by the Agency, to verify compliance with the terms of this Agreement. The Agency shall, subject to applicable statutes, use reasonable efforts to maintain the confidentiality of any such books and records and will take all steps necessary to assure that such books and records do not become public records or otherwise become discoverable by or subject to disclosure to the public.

705. **Non-Liability of Officials and Employees of Agency.** No member, official, officer or employee of the Agency shall be personally liable to the Operator, or any successor in interest, in the event of any Default or breach by the Agency or for any amount which may become due to the Operator or their respective successors, or on any obligations under the terms of this Agreement.

706. **Relationship Between Agency and Operator.** It is hereby acknowledged that the relationship between the Agency and the Operator is not that of a partnership or joint venture and that Agency and the Operator shall not be deemed or construed for any purpose to be the agent of the other. Accordingly, except as expressly provided in this Agreement, including the Attachments hereto, the Agency shall not have any rights, powers, duties or obligations with respect to the Designated Sites or other properties owned by the Operator or Related Persons within the Auto Mall.

707. **Agency Approvals and Actions.** Whenever a reference is made herein to an action or approval to be undertaken by the Agency, the Executive Director is authorized to act on behalf of the Agency unless specifically provided otherwise or the law otherwise requires.

708. **Counterparts.** This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding agreement. This Agreement is executed in three (3) originals, each of which is deemed to be an original.

709. **Integration.** This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, representations and statements, oral or written, are merged in this Agreement and shall be of no further force or effect. Each party is entering this Agreement based solely upon the representations set forth herein and upon such party's own independent investigation of any and all facts such party deems material. This Agreement includes pages 1 through 17 and Attachment Nos. 1 through 2, which Attachments are attached hereto and incorporated herein by reference, which constitute the entire understanding and agreement of the parties, notwithstanding any previous negotiations or agreements between the parties or their predecessors in interest with respect to all or any part of the subject matter hereof.

710. **Interpretation; Titles and Captions.** As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates. The word "including" shall be construed as if followed by the words "without limitation." This Agreement shall be interpreted as though prepared jointly and equally by both parties. Titles and captions are for convenience of reference only and do not define, describe, or limit the scope or the intent of this Agreement or of any of its terms. References to section numbers are to sections in this Agreement, unless expressly stated otherwise.

711. **No Waiver.** A waiver by any party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

712. **Modifications.** Any alteration, change, or modification of or to this Agreement, in order to become effective, shall be made in writing signed on behalf of each party.

713. **Severability.** If any term, provision, condition, or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

714. **Computation of Time.** The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, and then that day is also excluded. The term "holiday" shall mean all holidays as specified in Section 6700 and 6701 of the California Government Code. If any act is to be done by a particular time during a day, that time shall be Pacific Time Zone time.

715. **Legal Advice.** Each party represents and warrants to the other the following: it has carefully read this Agreement, and in signing this Agreement, it does so with full knowledge of any right which they may have; it has received legal advice from its legal counsel as to the matters set forth in this Agreement, or has knowingly chosen not to consult legal counsel as to the matters set forth in this Agreement, and it has freely signed this Agreement without any reliance upon any agreement, promise, statement or representation by or on behalf of the other party, or their respective agents, employees, or attorneys, except as specifically set forth in this Agreement, and without duress or coercion, whether economic or otherwise.

716. **Time of Essence.** Time is expressly made of the essence with respect to the performance by the Agency and the Operator of each and every obligation and condition of this Agreement.

717. **Time for Acceptance of Agreement by Agency.** This Agreement, when executed by the Operator and delivered to Agency, must be authorized, executed and delivered by the Agency on or before thirty (30) days after signing and delivery of this Agreement by the Operator or this Agreement shall be void, except to the extent that the Operator shall consent in writing to a further extension of time for the authorization, execution and delivery of this Agreement.

718. **No Third Party Beneficiaries Except for City.** The City will receive substantial sales tax revenues from the operation of automobile dealerships within the Moreno Valley Auto Center; the City shall be a third party beneficiary of this Agreement. Except with respect to the City, nothing herein is intended to create any third party beneficiaries to this Agreement (excepting, as noted above, the City), and no person or entity other than the Agency, the City and the Operator, and the permitted successors and assigns of either of the Agency and the Operator, shall be authorized to enforce the provisions of this Agreement.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

SIGNATURE PAGE FOLLOWS

WITNESS WHEREOF, the Agency and the Operator have signed this Agreement on the respective dates set forth below to be effective as of the Date of Agreement.

AGENCY:

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

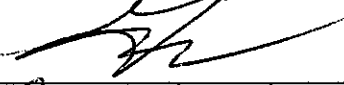
By: _____
Interim Executive Director

ATTEST:

Agency Secretary

OPERATOR:

MOSS BROS. AUTOGROUP, a California corporation

By:  _____
Name: Glenn H. Moss, Sr.
Its: President/CEO

ATTACHMENT NO. 1

SITE PLAN

ATTACHMENT NO. 2
OPERATOR CERTIFICATE

(Operator Letterhead)
Community Redevelopment Agency of the City of Moreno Valley
14177 Frederick Street
Moreno Valley, California 92552-0805

Date of Operator Certificate: August 1, 201_

Attn: Executive Director

With respect to that certain Participation Agreement (the "Agreement") by Moss Bros. Autogroup, a California corporation (the "Operator") and the Community Redevelopment Agency of the City of Moreno Valley, a public body, corporate and politic (the "Agency") dated as of May 20, 2010, the undersigned, on behalf of the Operator, hereby certify to Agency that, as of the date of this Operator Certificate (with capitalized terms herein having the same meanings as set forth in the Agreement):

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

1. Operator has reviewed, executed and is familiar with the terms of the Agreement. All capitalized terms herein shall have the meanings established therefor in the Agreement.
2. The Agreement is in full force and effect and shall remain in full force and effect.
3. The Operator has satisfied all of and is not in default of any of: the Certificate Condition; the Sales Tax Condition; the Fee Condition; the Continuous Operation Condition; the Electrical Service Condition; the Property and Special Tax Condition; or the Indemnification Condition. The Operator remakes its covenant to operate for the annual period for which this Operator Certificate is given.
4. The representations and warranties of Operator contained in the Agreement are true and correct as of the Date of Certificate.
5. No Event of Default by Operator has occurred under the Agreement which continues uncured beyond the expiration of the applicable grace or cure period.
6. Operator has not, prior to the Date of Certificate transferred the Agreement, its rights as to any and all properties owned by Operator or any Related Person within the Auto Mall, or any rights of Operator therein contrary to Section 703 of the Agreement.
7. Operator is operating and in good standing as a California corporation, doing business in the State of California.
8. Operator remakes to Agency each and every representation and/or warranty made to Agency under the Agreement.

Exhibit "A" to Attachment No. 2


9. A report setting forth in detail the efforts of the Operator to secure commitments for the establishment of factory-authorized dealerships within the Moreno Valley Auto Center for product lines not represented in the Moreno Valley Auto Center as of the Date of Agreement is enclosed herewith and is deemed to constitute part of this Operator Certificate.

Operator executes this Operator Certificate for the benefit and protection of the Agency with full knowledge that the Agency is relying on this Operator Certificate in disbursing moneys to the Operator.

IN WITNESS WHEREOF, the undersigned, as Operator, has executed this Operator Certificate as of the date first written above.

MOSS BROS. AUTOGROUP, a California corporation

Dated: April 28, 2010



Its: President / CEO

EXHIBIT "A" TO OPERATOR CERTIFICATE

[to come]

Exhibit "A" to Attachment No. 2

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RESOLUTION NO. RDA 2010-02

RESOLUTION OF THE COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF MORENO VALLEY
APPROVING AND AUTHORIZING A PARTICIPATION
AGREEMENT WITH MOSS BROS. AUTOGROUP

WHEREAS, the Agency Board of the Community Redevelopment Agency of the City of Moreno Valley (the "RDA") wishes to work with Moss Bros. Autogroup ("Moss") to enhance the effectiveness of the Moreno Valley Auto Mall (the Auto Mall") in Moreno Valley; and

WHEREAS, in furtherance of the goals and objectives of the RDA Plan at the Auto Mall, will both maintain and create new jobs; and

WHEREAS, the RDA is authorized to undertake activities and expend monies pursuant to and in implementation of the RDA Plan; and

WHEREAS, the enhancement of the Auto Mall will help stimulate the local economy and meet the objectives of the RDA Plan and the City of Moreno Valley's economic development efforts; and

WHEREAS, the operations as required to be accomplished under the Participation Agreement are in the vital and best interest of the City and the health, safety, and welfare of its residents and in accord with public purposes and provisions of applicable federal, state and local laws;

NOW, THEREFORE, THE AGENCY BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MORENO VALLEY DOES HEREBY RESOLVE, ORDER AND DETERMINE AS FOLLOWS:

Section 1. Each of the above recitals is true and correct and therefore adopted by the Legislative Body.

Section 2. The Agency Board authorizes the Executive Director to enter into a Participation Agreement with Moss Bros. Autogroup, a California corporation, in substantial conformance with the Participation Agreement attached to this resolution.

Section 3. This Resolution shall take effect immediately upon its adoption.

APPROVED AND ADOPTED this 25th day of May, 2010.

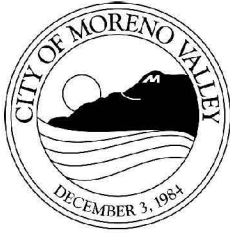
Chairperson

ATTEST:

Agency

APPROVED AS TO FORM:

Agency Counsel



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

Report to City Council

TO: Mayor and City Council

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

AGENDA DATE: May 25, 2010 (continued from May 11, 2010)

TITLE: FY 2010-11 PROPOSED CAPITAL IMPROVEMENT PLAN REVIEW

RECOMMENDED ACTION

Staff recommends that the City Council:

1. Review and discuss the FY 2010-11 Proposed Capital Improvement Plan (CIP) and provide concurrence with the proposed priorities or direction for new priorities for implementation of capital projects.

BACKGROUND

The purpose of the CIP is to identify needed improvements and establish long-term funding priorities. The CIP is presented to the City Council each year for review and discussion in order to affirm or provide direction for reprioritizing planned improvements for the benefit of the community.

City staff has completed a full review of all project needs through “build-out” of the City. The priorities, as proposed, are based on status and funding of existing projects, and anticipated development trends within the City.

DISCUSSION

The CIP is a tool used to track the accumulation and use of resources for designing, acquiring, constructing, and rehabilitating City infrastructure, such as buildings and roads. The CIP also provides a framework for funding capital projects and helps the City forecast and coordinate long-term needs. Capital planning ensures the timely repair and replacement of aging infrastructure and the implementation of community priorities to meet the demands of a growing and changing population. The CIP provides expenditure and funding source detail for the following types of capital projects budgeted and funded for FY 2010-11, as well as projects anticipated through build-out of the City:

<u>Category</u>	<u>Proposed Budget for FY 2010-11 Funding</u>
• Street Improvements	\$36,498,000
• Bridges	\$20,208,000
• Buildings	\$15,081,000
• Drainage, Sewers, and Waterlines	\$5,728,000
• Electric Utility	\$3,855,000
• Landscaping	\$0
• Parks	\$4,100,000
• Traffic Signals	\$1,916,000
• Underground Utilities	\$201,000

Projects proposed for FY 2010-11 total \$87,587,000. The cost estimate for all identified projects through build-out total is approximately \$1.69 billion, which includes funded, partially funded, and unfunded projects.

With regard to revenue, Measure “A” (Fund 125) is a major funding source for transportation infrastructure improvements. Because Measure “A” funds are used to provide required City matching funds for federal, state, and county transportation grant awards, the reimbursement from these grants is deposited into the Measure “A” fund balance. The Measure “A” fund accounts for approximately 46 percent of new capital spending requests for FY 2010-11.

Development Impact Fee for Arterial Streets and Traffic Signals (DIF – Funds 416 and 417) savings realized by completed projects for FY 2009-10 are being reappropriated for FY 2010-11 CIP projects. No new DIF revenues for FY 2010-11 are programmed for CIP projects.

Gas Tax (Fund 121) is not programmed for CIP projects, and therefore any state-imposed Gas Tax reduction would not directly impact the CIP. It is important to recognize, however, that the Gas Tax does contribute to funding the operating budgets of various Public Works Department Divisions.

The Financial & Administrative Services Department is in the process of implementing an indirect cost rate (ICR) that would be applied to projects in order to minimize Gas Tax operating budget cost impacts by distributing overhead costs to CIP projects.

This report offers an opportunity for the City Council to review the CIP and to provide commentary and concurrence or new direction on projects planned for the next fiscal year, as well as subsequent years. Should the City Council make changes in the prioritization of projects, other projects may be deferred.

Staff will bring the CIP back to the City Council for review each year to add, delete, and change priorities as needed.

ALTERNATIVES

1. Review and discuss the FY 2010-11 Proposed Capital Improvement Plan (CIP) and provide concurrence with the proposed priorities or direction for new priorities for implementation of capital projects. *This alternative will allow needed improvements.*
2. Do not review and discuss the FY 2010-11 Proposed Capital Improvement Plan (CIP) and do not provide concurrence with the proposed priorities or direction for new priorities for implementation of capital projects. *This alternative will result in the delaying of needed improvements.*

FISCAL IMPACT

The CIP budget strives to meet the City's growing infrastructure needs, not only for new projects, but for maintenance of existing infrastructure as well. This year, perhaps even more so than last, the reality of shrinking revenues from all revenue sources, such as Measure "A", DIF, Transportation Uniform Mitigation Fee (TUMF), and Gas Tax, make this effort even more challenging. The fiscal impact is dependent on the outcome of the budget process, which takes place over the next two months.

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.

COMMUNITY IMAGE, NEIGHBORHOOD PRIDE AND CLEANLINESS:

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

ATTACHMENT

Attachment "A" – FY 2010-2011 Proposed Capital Improvement Plan PowerPoint Presentation (PG 609-652)

Prepared By:
 Larry Gonzales
 Senior Engineer, P.E.

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

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

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

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FY 2010-2011 Proposed Capital Improvement Plan



**City of Moreno Valley
May 11, 2010**

Attachment "A"

FY 2010-2011 Proposed Capital Improvement Plan Objectives

- City Council to Review, Comment, and Provide Concurrence or Provide New Priorities
- Recognize That Reprioritization of Projects May Defer Some Projects to a Later Time
- Bring Back to City Council Each Year to Add, Delete, and Change Priorities as Needed

Completed Projects FY 2009-2010

Street Improvements

1. Sunnymead Boulevard from Frederick Street to Perris Boulevard
2. Lasselle Street from John F. Kennedy Drive to Alessandro Boulevard
3. Citywide Annual Pavement Resurfacing Program (Phase I)
 - Eucalyptus Avenue from Towngate Boulevard to Heacock Street
 - Heritage Way from Town Circle to Towngate Boulevard
 - Indian Street from Saint Thomas Avenue to Katrina Avenue
 - Towngate Circle from Heritage Way to Centerpoint Drive
4. Citywide Annual Pavement Resurfacing Program (Phase II)
 - Bay Avenue from Indian Street to Perris Boulevard
 - Delphinium Avenue from Indian Street to Perris Boulevard
 - Dracaea Avenue from Frederick Street to Graham Street
 - Heacock Street from Gregory Lane to 500 Ft ± South of Gregory Lane
 - Krameria Avenue from Perris Boulevard to Lasselle Street
5. Iris Avenue from Indian Street to Perris Boulevard
6. Surface Recycling Program
7. Pavement Rehabilitation Program (formerly Slurry Seal Program) (Crack Seal)
8. Residential Traffic Management Program (Speed Hump Program)
 - Apple Blossom Lane Speed Hump
 - Superior Avenue Speed Hump
9. Bicycle Lane

Completed Projects FY 2009-2010

Street Improvements

- 10. Developer Street and Storm Drain Improvements
 - Alessandro Boulevard and Morrison Street (Northwest Corner)
 - Cottonwood Avenue from 275 Ft West of Darwin Drive to 225 Ft East of Collie Court
 - Cottonwood Avenue from 550 Ft West of Prancer Lane to 200 Ft East of Prancer Lane
 - Eucalyptus Avenue from 400 Ft West of Essen Lane to 270 Ft East of Essen Lane
 - Lasselle Street from 500 Ft South to 1,125 Ft South of Iris Avenue
 - Lasselle Street from South City Limits to 109 Ft North
 - Moreno Beach Drive / Cactus Avenue Intersection (Northwest Corner)
 - Morrison Street / Cottonwood Avenue Intersection (Southeast Corner)
 - Cottonwood Avenue from Morrison Street to 1,260 Ft East of Morrison Street
 - Morrison Street from Bay Avenue to Cottonwood Avenue
 - Bay Avenue from Morrison Street to 1,320 Ft East of Morrison Street
 - South side of Nandina Avenue West of Indian Street

Completed Projects FY 2009-2010

Street Improvements

10. Developer Street and Storm Drain Improvements (Cont.)
 - Nason Street / Fir Avenue
 - Nason Street from Fir Avenue to Dracaea Avenue
 - Fir Avenue from Nason Street to Eucalyptus Avenue
 - Eucalyptus Avenue from Nason Street to 3,550 Ft East of Nason Street
 - Perris Boulevard 350 Ft South of Alessandro Boulevard
 - Perris Boulevard / Eucalyptus Avenue
 - Eucalyptus Avenue from Perris Boulevard to 520 Ft West of Bridal Trail Road
 - Perris Boulevard from 200 Ft South of Myers Avenue to Eucalyptus Avenue
 - Redlands Boulevard / Cottonwood Avenue (Southeast Corner)
 - San Michele Road from 650 Ft East of Indian Street to 1,325 East of Indian Street

Cost = \$ 38,910,159

Completed Projects FY 2009-2010

Underground Utilities

11. City Hall to Animal Shelter Fiber Extension

Cost = \$ 179,000

Bridges

12. Bridge Repair Maintenance Program

Cost = \$ 258,000

Traffic Signals

13. Lasselle Street / Cottonwood Avenue Traffic Signal
14. Lasselle Street / Bay Avenue Traffic Signal
15. SR-60 Eastbound Ramps / Redlands Boulevard Traffic Signal
16. Cottonwood Avenue / Pattilynn Drive School Crossing Traffic Signal
17. Developer Traffic Signal Improvements
 - Traffic Signal Modification at Old 215 / Alessandro Boulevard

Cost = \$ 1,575,032

Completed Projects FY 2009-2010

Parks

- 18. Patriot Park (formerly Sheila Street Park)
- 19. Parks and Recreation Master Plan
- 20. Bay Avenue / Frederick Street Corner Improvements
- 21. Developer Park Improvements
 - Cold Creek Trail Head
 - Rockridge Park (formerly Stoneridge Park)

Cost = \$ 3,518,015

Electric Utility

- 22. MVU-0004 Indian / San Michele / Grove View BB (11)
- 23. MVU-0006 Alessandro 12KV Feeder, Phase I
- 24. MVU-0007 Goldcrest / Elsworth – 12 KV Line Extension
- 25. MVU-0009 Perris 12KV Feeder, Phase I

Cost = \$ 2,446,746

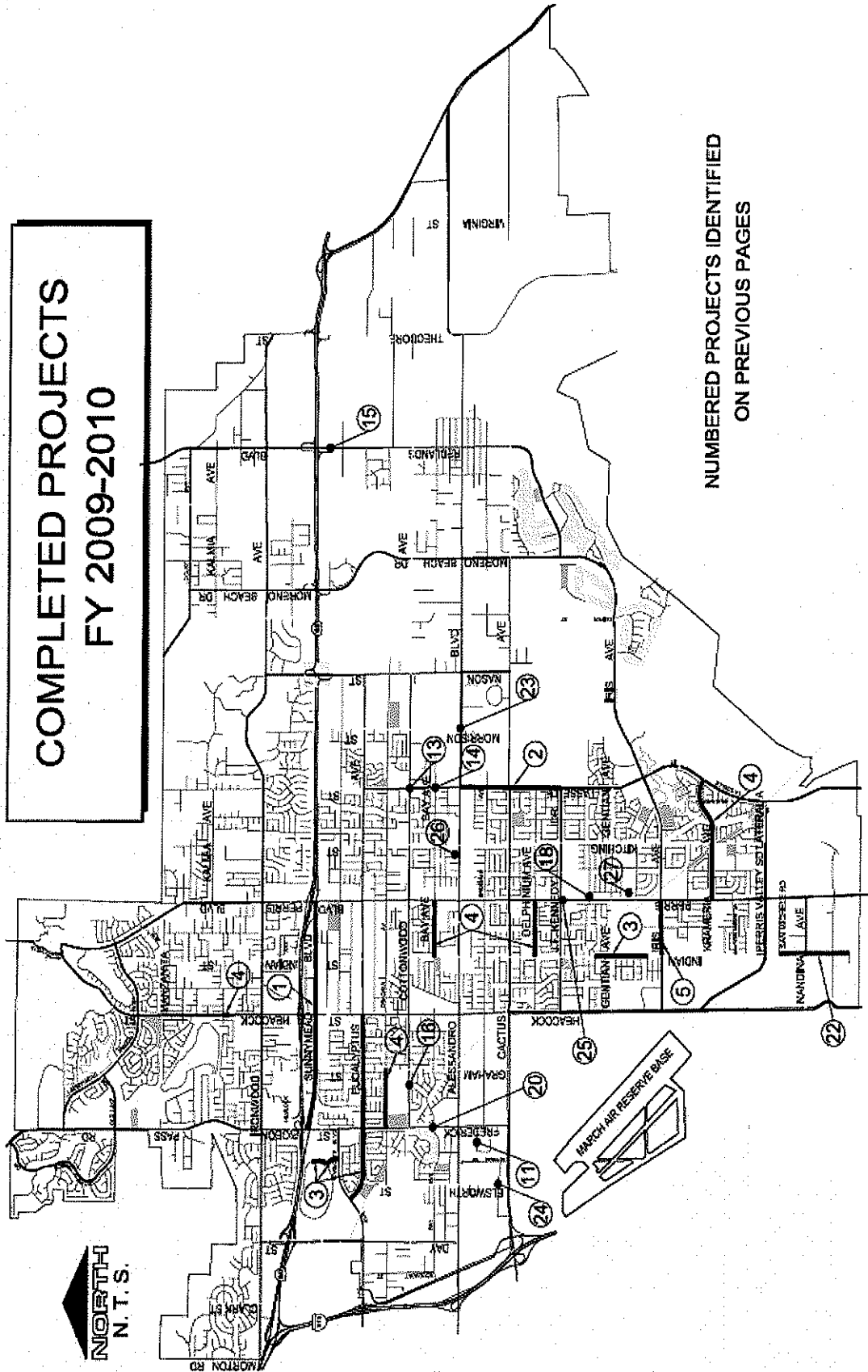
Buildings

- 26. Slurry Seal Library Parking Lot
- 27. City Maintenance Yard Improvements / Renovation

Cost = \$ 232,138

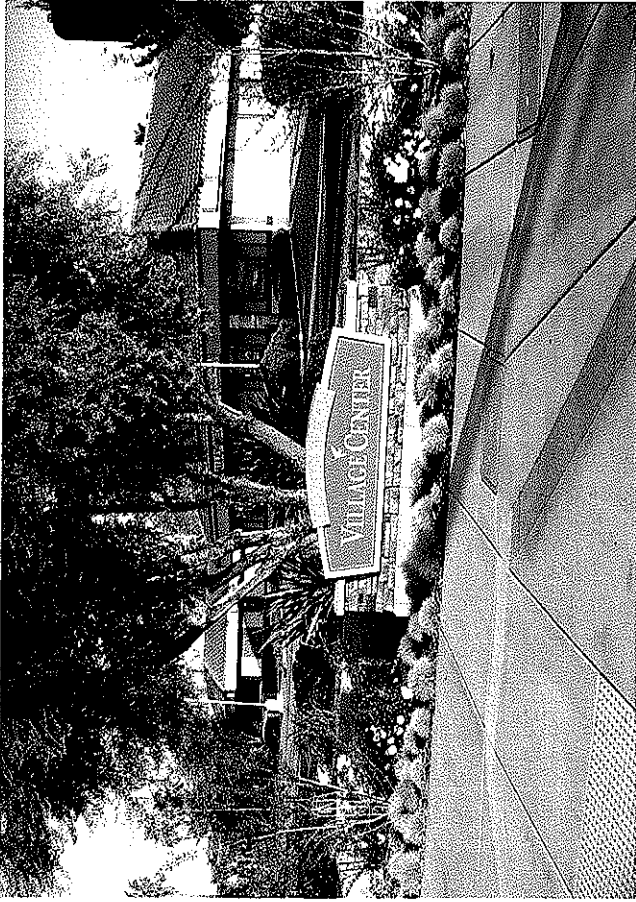
Completed Projects Total = \$ 47,119,090

COMPLETED PROJECTS FY 2009-2010



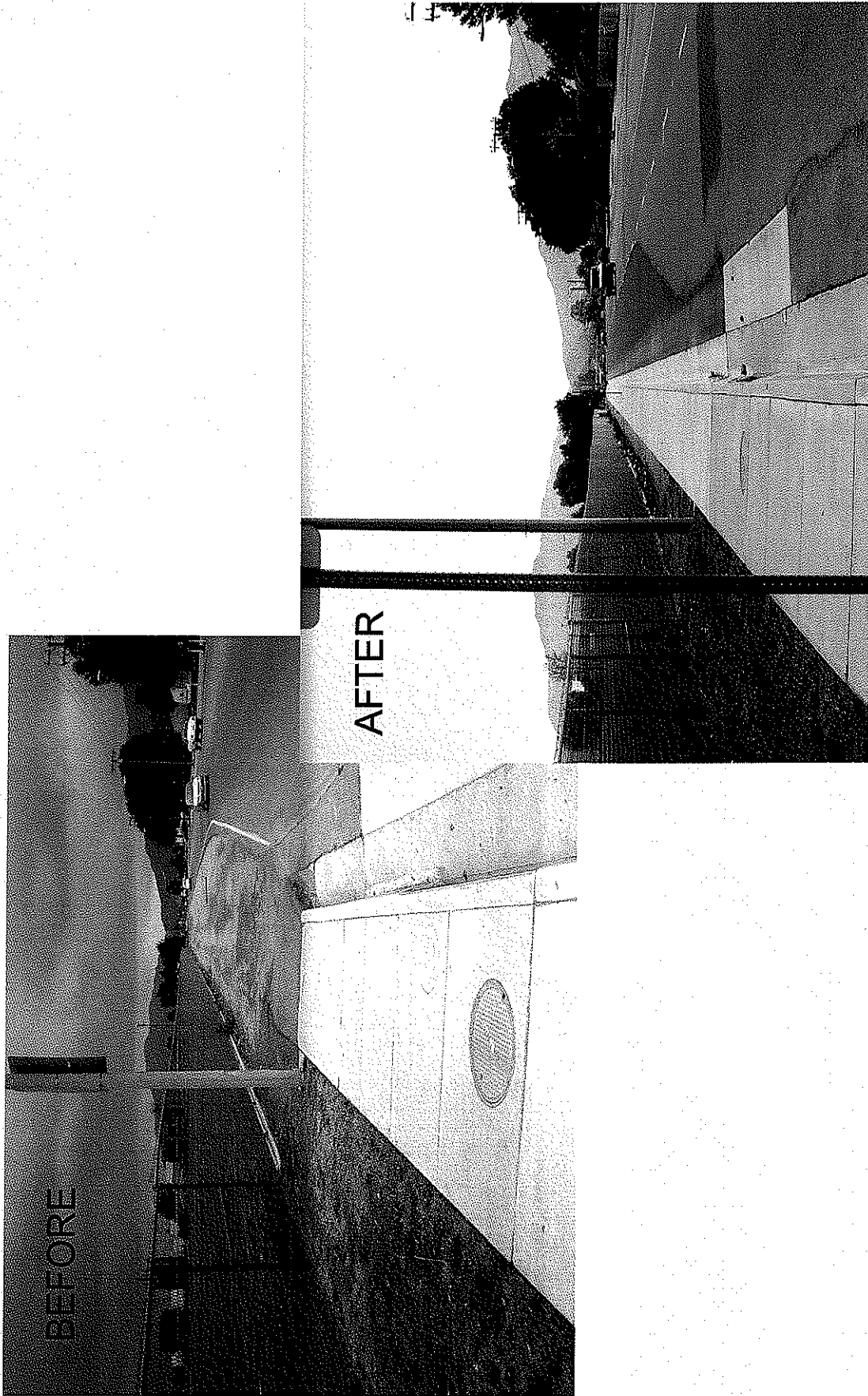
NUMBERED PROJECTS IDENTIFIED
ON PREVIOUS PAGES

Completed Projects FY 2009-2010



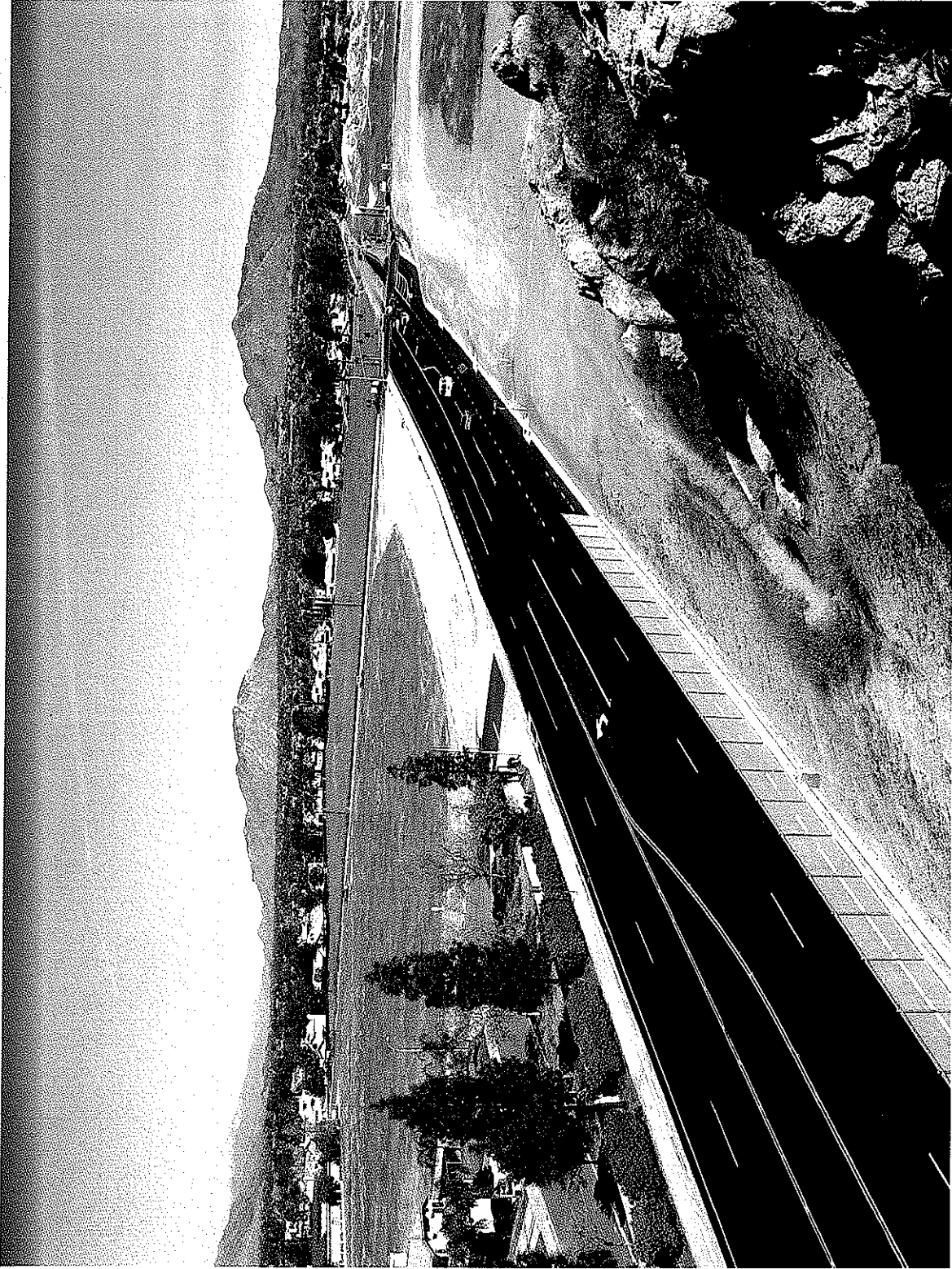
Sunnymead Boulevard from Frederick Street to Perris Boulevard

Completed Projects FY 2009-2010



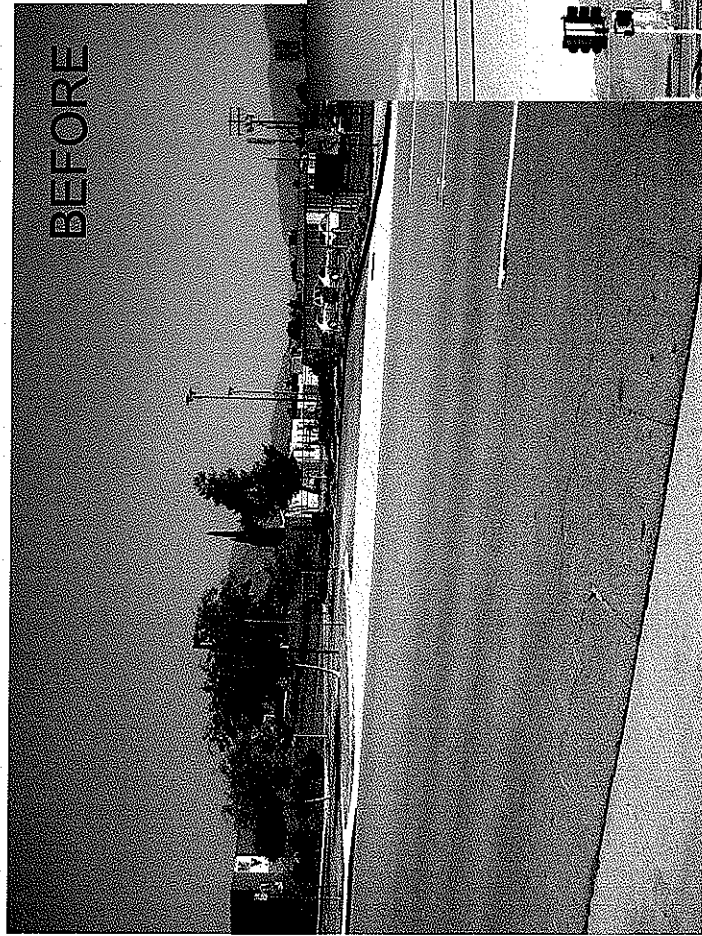
Iris Avenue from Indian Street to Perris Boulevard

Completed Projects FY 2009-2010



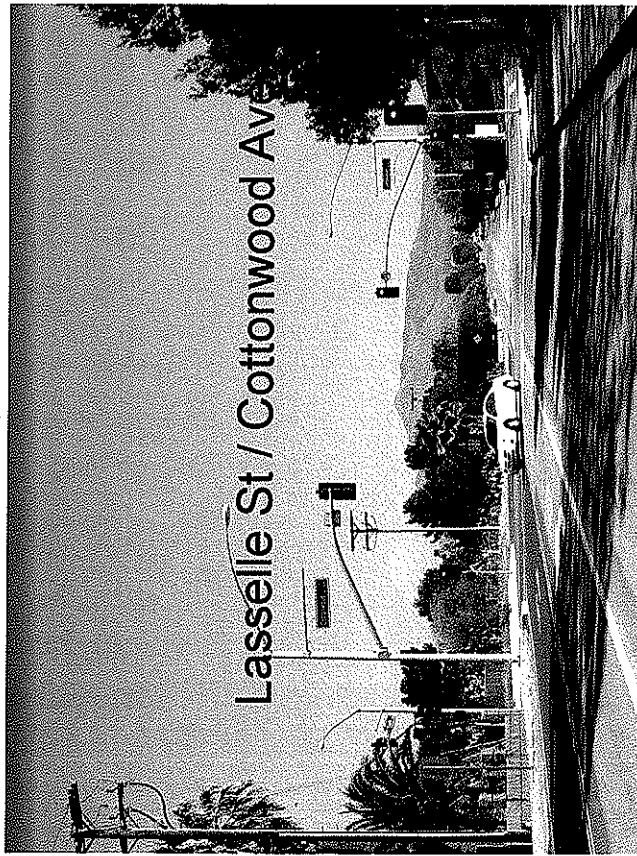
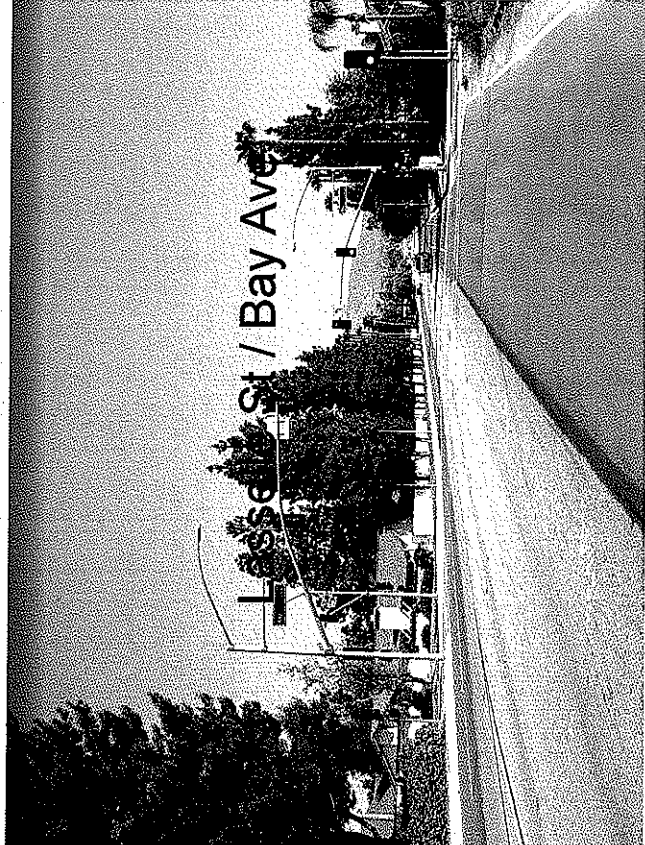
Lasselle Street from John F. Kennedy Drive to Alessandro Boulevard

Completed Projects FY 2009-2010



Cottonwood Avenue / Pattilynn Drive School Crossing Traffic Signal

Completed Projects FY 2009-2010



Lasselle Street / Cottonwood Avenue and
Lasselle Street / Bay Avenue Traffic Signals

Completed Projects FY 2009-2010



SR-60 Eastbound Ramps / Redlands Boulevard Traffic Signal

Active Projects FY 2010-2011

Street Improvements

1. Auto Mall Street Upgrades (Construction)
2. Boeing Street and McDonnell Street Sidewalks from Bay Avenue to Vought Street (Construction)
3. Day Street Improvements from Alessandro Boulevard to Cottonwood Avenue (Construction)
4. Dracaea Avenue Sidewalk from Morrison Street to Mascot Lane (Design & Construction)
5. Heacock Street Improvements from Hemlock Avenue to Ironwood Avenue (Right of Way & Construction)
6. Indian Street / Alessandro Boulevard Sidewalk Improvements (Construction)
7. Ironwood Avenue Improvements from Day Street to Barclay Drive (Construction)
8. SR-60 / Nason Street Interchange (Construction)
9. Temco Street Sidewalk from Boeing Street to Pan Am Boulevard (Construction)
10. Vought Street Sidewalk from Boeing Street to Pan Am Boulevard and Boeing Street Sidewalk from Vought Street to Temco Street (Construction)
11. Annual ADA Compliant Curb Ramp Upgrades (Design & Construction)
12. Cactus Avenue Eastbound 3rd Lane Improvements from I-215 to Veterans Way (Right of Way)
13. Cactus Avenue Eastbound 3rd Lane Improvements from Veterans Way to Heacock Street (Right of Way)
14. Citywide Annual Pavement Resurfacing Program (Design & Construction)
 - Kitching Street from Fir Avenue to Cottonwood Avenue
 - Manzanita Avenue from Heacock Street to Perris Boulevard
 - Cactus Avenue from Commerce Center Drive to Elsworth Street
 - Indian Street from Ironwood Avenue to Sunnymead Boulevard
 - Fir Avenue from Perris Boulevard to Lasselle Street

Active Projects FY 2010-2011

Street Improvements

15. Heacock Street from Perris Valley Storm Drain Lateral "A" to Cactus Avenue (Right of Way)
16. Heacock Street from San Michele Road to Perris Valley Storm Drain Lateral "A" (Right of Way)
17. Heacock Street South Extension (Alignment Study)
18. Ironwood Avenue from Heacock Street to Perris Boulevard (Utility Relocation & Storm Drain Construction)
19. Ironwood Avenue from Perris Boulevard to Nason Street (Preliminary Design)
20. Kitching Street from Alessandro Boulevard to Gentian Avenue (Construction)
21. Moreno Beach Drive Widening from Cactus Avenue to Auto Mall Drive (Preliminary Alignment Study & Preliminary Study Report)
22. Pavement Rehabilitation Program (formerly Slurry Seal Program) (Crack Seal)
23. Perris Boulevard Southbound Lane to SR-60 Westbound On-Ramp (Right of Way & Construction)
24. Perris Boulevard Widening from Ironwood Avenue to Manzanita Avenue (Right of Way)
25. Perris Boulevard Widening from Perris Valley Storm Drain Lateral "B" to Cactus Avenue (Design & Right of Way)
26. Reche Vista Drive Realignment / Perris Boulevard from Heacock Street to North City Limits (Design & Right of Way)
27. Redlands Boulevard / SR-60 Interchange; Theodore Street / SR-60 Interchange; Gilman Springs Road / SR-60 Interchange (Preliminary Design)

Active Projects FY 2010-2011

- 28. Residential Traffic Management Program (Speed Hump Program) (Design & Construction)
- 29. SR-60 / Moreno Beach Drive Interchange (Design, Environmental, & Right of Way)
- 30. Street Improvement Program (SIP) (Design & Construction)
- 31. Surface Recycling (Construction)

Cost = \$ 36,091,000

Bridges

- 32. Bridge Repair Maintenance Program (Design & Construction)
- 33. Heacock Street Bridge / Perris Valley Strom Drain Lateral "A" (Design & Construction)
- 34. SR-60 / Nason Street Overcrossing Bridge (Design & Utility Relocation)

Cost = \$ 20,208,000

Buildings

- 35. 800 MHz Radio Repeater System Centralization (Construction)
- 36. Box Springs Communications Site (Construction)
- 37. Emergency Operations Center (EOC) (Construction)
- 38. Morrison Park Fire Station (formerly Fire Station #107) (Design)
- 39. Renovation of City Hall Annex Building #1 (Construction)
- 40. Roof Replacement at Gateway and Westbluff Parks (Construction)
- 41. Civic Center Site Improvements (Exterior) (Design)
- 42. Corporate Yard Facility (Design & Construction)

Active Projects FY 2010-2011

- 43. Fire Station #65 (formerly Fire Station #65 Replacement) (Land Acquisition)
- 44. Public Safety Building Conversion (Construction)

Cost = \$ 13,616,000

Drainage, Sewers, and Waterlines

- 45. Edgemont Water System Phase I (Design)
- 46. Heacock Street and Cactus Avenue Channel Improvements (Design)
- 47. Indian Basin, Appurtenant Storm Drain and Miscellaneous Street Improvements (Construction)

Cost = \$ 5,728,000

Electric Utility

- 48. LRB Funded Utility Projects (Construction)
- 49. MVU-0003 Cottonwood / Moreno Beach / Quincy BB (6) (Design & Construction)
- 50. MVU-0004 Indian / San Michele / Grove View BB (11) (Design & Construction)
- 51. MVU-0005 Circuit #5 Substation / Nason / Iris (Design & Construction)
- 52. MVU-0008 Globe Channel Crossing (12) (Design & Construction)
- 53. MVU-0010 Heacock 12KV Feeder, Phase 1 (Design & Construction)
- 54. MVU-0011 Alessandro 12KV Feeder, Phase 2 (Design & Construction)
- 55. MVU-0012 Heacock 12KV Feeder, Phase 2 (Design & Construction)
- 56. MVU-0014 Perris 12KV Feeder, Phase 2 – Krameria / Cardinal (Design & Construction)

Cost = \$ 3,855,000

Active Projects FY 2010-2011

Parks

57. Celebration Park Splash Pad Surfacing (Design & Construction)
58. Install Access Gate at March Middle School Field (Construction)
59. Install Musco Control Link Automated Lighting Systems (Construction)
60. Shadow Mountain Park Ball Field Lighting (Design)
61. College Park Phase II Amphitheater (Design / Environmental)
62. Future Park Site Land Acquisition (Land Acquisition)
63. March Field Park Master Plan (Preliminary Design)
64. Replacement Playground Equipment (Design & Construction)

Cost = \$ 3,649,000

Active Projects FY 2010-2011

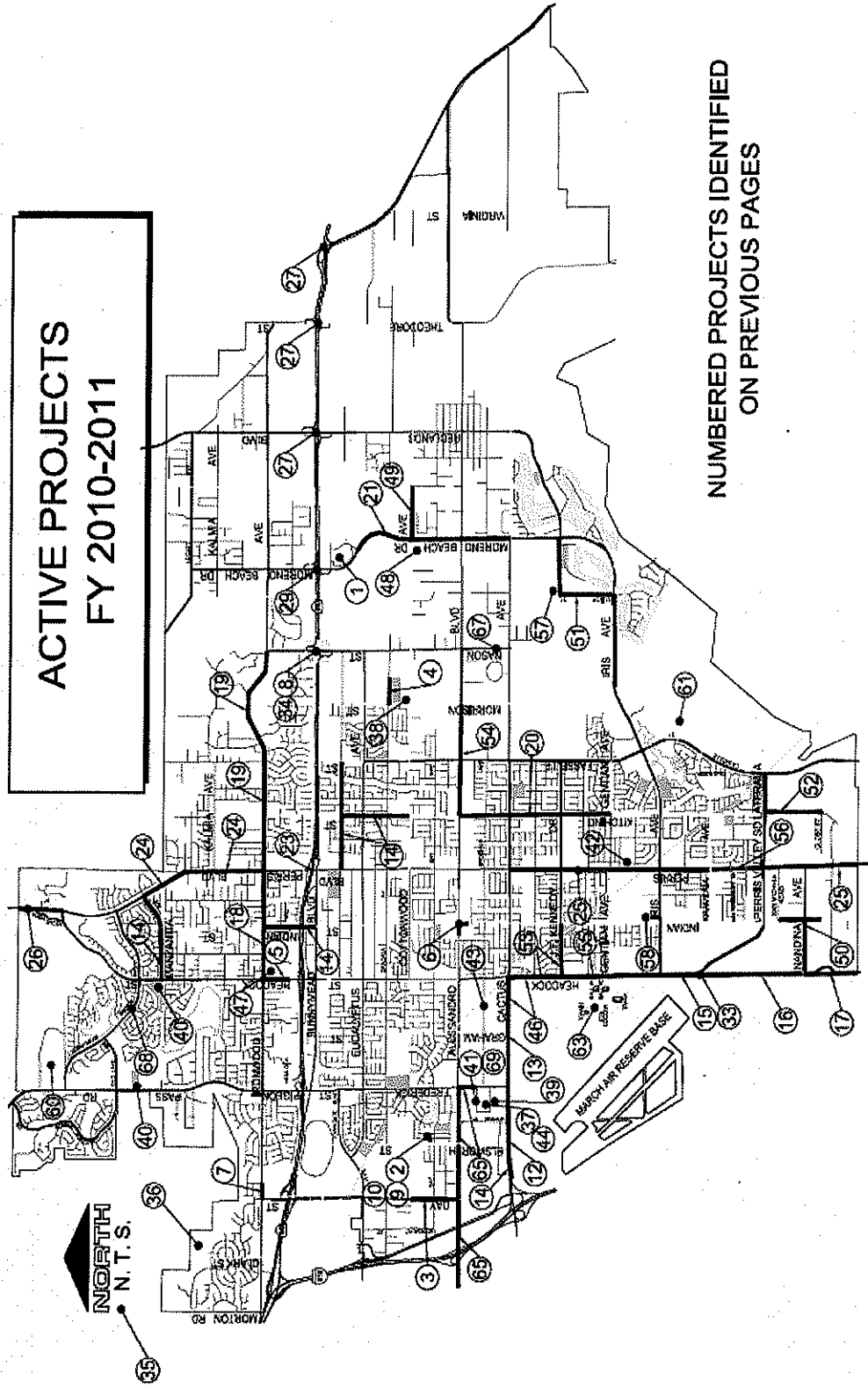
Traffic Signals

- 65. City of Moreno Valley / City of Riverside Intertie (Design & Construction)
- 66. Emergency Vehicle Pre-emption at 117 Traffic Signals (Design & Construction)
- 67. Nason Street / Riverside County Regional Medical Center Main Driveway Traffic Signal (Design, Right of Way, & Construction)
- 68. Sunnymead Ranch Parkway / Village Road East Traffic Signal (Construction)
- 69. Transportation Management Center (Design & Construction)
- 70. Traffic Signal Coordination Program (Ongoing)

Cost = \$ 1,881,000

Active Projects Total Cost = \$ 85,028,000

**ACTIVE PROJECTS
FY 2010-2011**



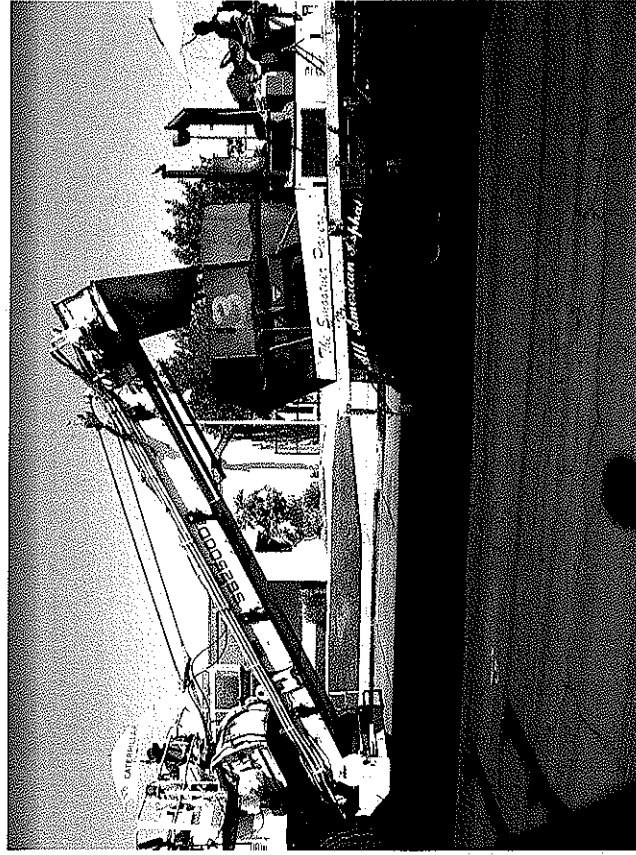
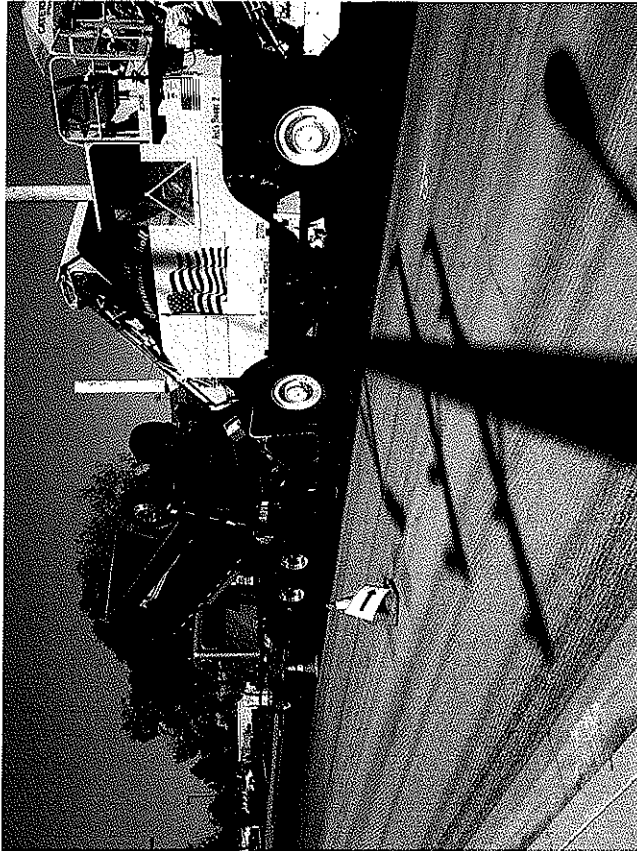
**NUMBERED PROJECTS IDENTIFIED
ON PREVIOUS PAGES**

Active Projects FY 2010-2011



Temco Street, Boeing Street, and Vought Street Sidewalk Improvements

Active Projects FY 2010-2011



Citywide Annual Pavement Resurfacing Program

Active Projects FY 2010-2011



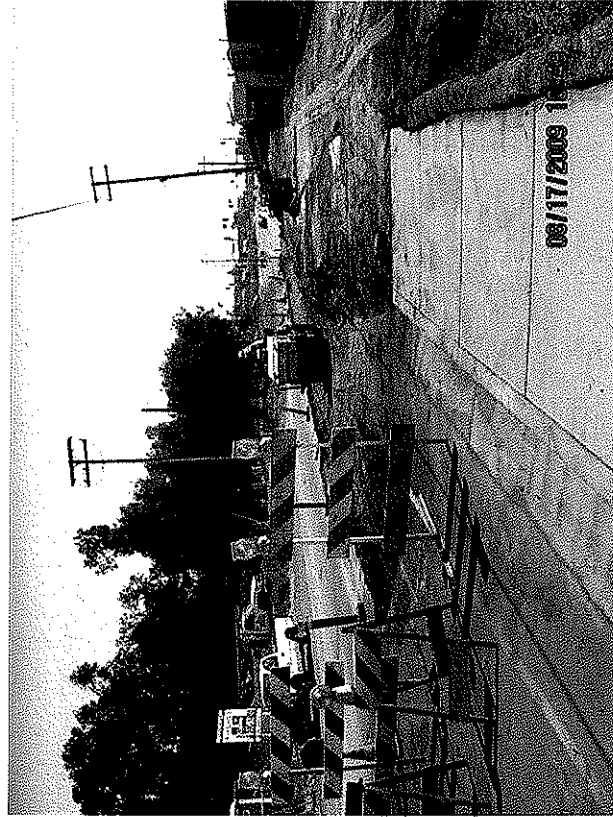
SR-60 / Moreno Beach Drive Interchange

Active Projects FY 2010-2011



SR-60 / Nason Street Interchange

Active Projects FY 2010-2011



SR-60 / Nason Street Interchange Utility Relocation Construction

Assumptions Used to Prioritize New Proposed Projects

- Availability of Matching Federal or State Grant Funds
- Allocation of Dedicated Transportation Uniform Mitigation Fee (TUMF) Funding
- Funding Criteria and Deadlines (Bonds, Grants, and Outside Agency Agreements)
- No Anticipated New Development Impact Fee (DIF) Revenues
- Potential Reduced New Gas Tax Revenue (Impacts Public Works Staff Operating Budget)
- Logical Sequential Order to Previous City Council Approved Funding for Projects
- Street Improvement Program (SIP) Program – Approved City Council List
- Pavement Rehabilitation Program (formerly Slurry Seal Program) (Crack Seal)
- Citywide Annual Pavement Resurfacing Program – Based on Pavement Management System
- Developer / Development Driven
- Warrant Requirement (e.g., Traffic Signals)

New Proposed Projects FY 2010-2011

Street Improvements

1. Day Street Widening from Eucalyptus Avenue to 660 Feet North (Design)

Cost = \$ 350,000

Buildings

2. Highland Fire Station (Land Acquisition)
3. Industrial Fire Station (Land Acquisition)

Cost = \$ 1,460,000

Parks

4. Park Monument Signs (Design & Construction)
5. Shadow Mountain Park Restrooms (Design & Construction)

Cost = \$ 310,000

New Proposed Projects FY 2010-2011

- Traffic Signals
6. Lasselle Street / Margaret Avenue Traffic Signal (Design)

Cost = \$ 20,000

- Underground Utilities
7. Citywide Fiber Optic Communications Expansion (Design & Construction)

Cost = \$ 199,000

New Proposed Projects Total Cost = \$ 2,339,000

FY 2010-2011 PROJECT COSTS BY

CATEGORY

(Amount in \$1,000's)

• STREET IMPROVEMENTS	\$	36,498
• BRIDGES	\$	20,208
• BUILDINGS	\$	15,081
• DRAINAGE, SEWERS, AND WATERLINES	\$	5,728
• ELECTRIC UTILITY	\$	3,855
• LANDSCAPING	\$	0
• PARKS	\$	4,100
• TRAFFIC SIGNALS	\$	1,916
• UNDERGROUND UTILITIES	\$	201
ESTIMATED TOTAL	\$	87,587

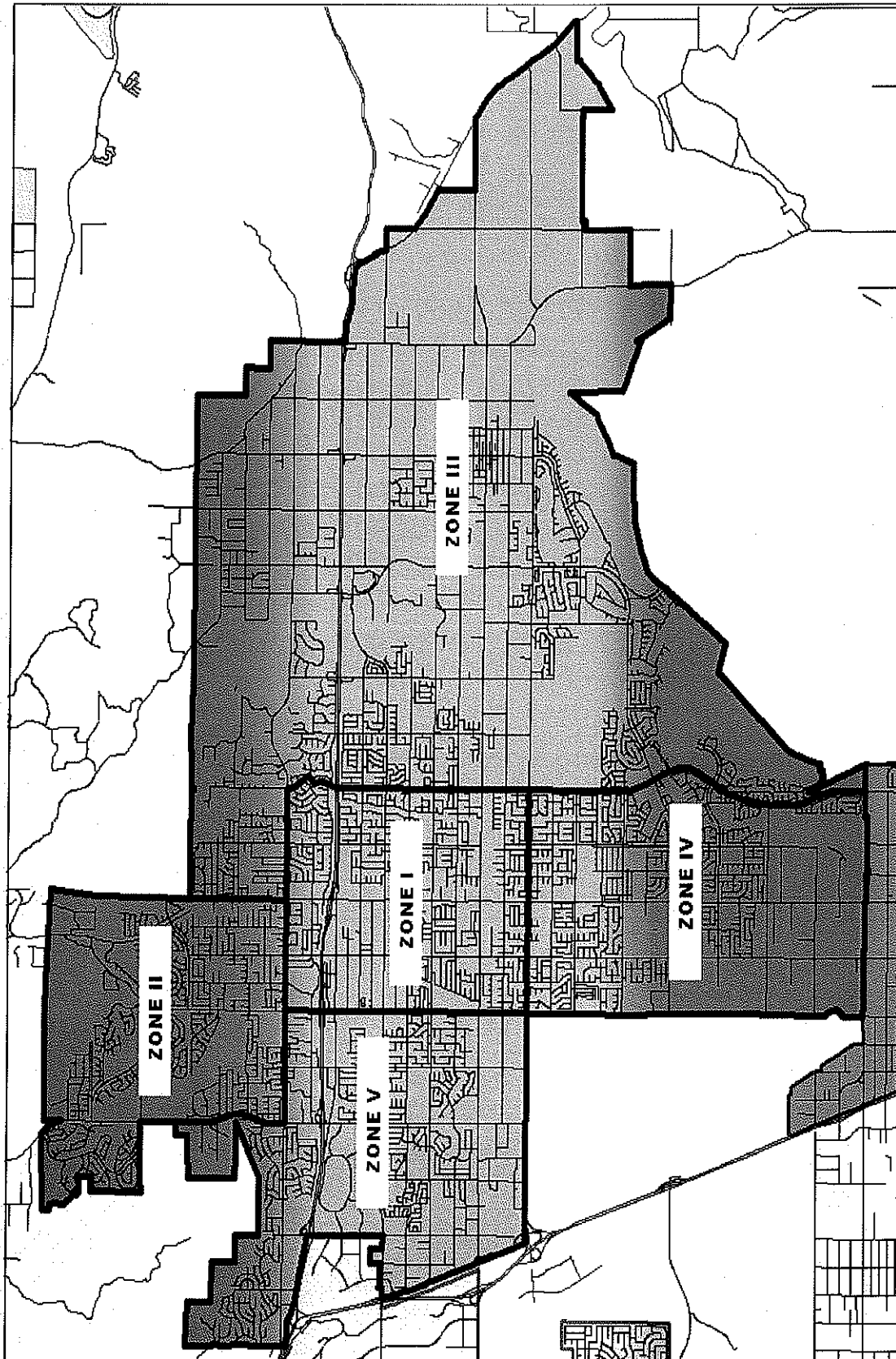
STREET IMPROVEMENTS

Cost By Fiscal Year

(Amount in \$1,000's)

FY 09/10 Carryover to FY 10/11	New Request FY 10/11	Plan 11/12	Plan 12/13	Plan 13/14	Plan 14/15 & Beyond	Grand Total
\$25,083	\$11,415	\$52,102	\$57,000	\$69,039	\$662,770	\$877,409

Zones for Pavement Rehabilitation Program (formerly Slurry Seal Program)



BRIDGES

Cost By Fiscal Year

(Amount in \$1,000's)

FY 09/10 Carryover to FY 10/11	New Request FY 10/11	Plan 11/12	Plan 12/13	Plan 13/14	Plan 14/15 & Beyond	Grand Total
\$17,388	\$2,820	\$0	\$0	\$0	\$100,244	\$120,452

BUILDINGS

Cost By Fiscal Year

(Amount in \$1,000's)

FY 09/10 Carryover to FY 10/11	New Request FY 10/11	Plan 11/12	Plan 12/13	Plan 13/14	Plan 14/15 & Beyond	Grand Total
\$13,051	\$2,030	\$1,621	\$3,655	\$5,147	\$229,388	\$254,892

DRAINAGE, SEWERS, AND WATERLINES

Cost By Fiscal Year

(Amount in \$1,000's)

FY 09/10 Carryover to FY 10/11	New Request FY 10/11	Plan 11/12	Plan 12/13	Plan 13/14	Plan 14/15 & Beyond	Grand Total
\$5,728	\$0	\$0	\$230	\$1,833	\$36,011	\$43,802

ELECTRIC UTILITY

Cost By Fiscal Year

(Amount in \$1,000's)

FY 09/10 Carryover to FY 10/11	New Request FY 10/11	Plan 11/12	Plan 12/13	Plan 13/14	Plan 14/15 & Beyond	Grand Total
\$3,855	\$0	\$0	\$2,000	\$5,507	\$4,388	\$15,750

LANDSCAPING

Cost By Fiscal Year

(Amount in \$1,000's)

FY 09/10 Carryover to FY 10/11	New Request FY 10/11	Plan 11/12	Plan 12/13	Plan 13/14	Plan 14/15 & Beyond	Grand Total
\$0	\$0	\$120	\$120	\$120	\$120	\$480

PARKS

Cost By Fiscal Year

(Amount in \$1,000's)

FY 09/10 Carryover to FY 10/11	New Request FY 10/11	Plan 11/12	Plan 12/13	Plan 13/14	Plan 14/15 & Beyond	Grand Total
\$3,550	\$550	\$3,406	\$1,417	\$552	\$321,003	\$330,478

TRAFFIC SIGNALS

Cost By Fiscal Year

(Amount in \$1,000's)

FY 09/10 Carryover to FY 10/11	New Request FY 10/11	Plan 11/12	Plan 12/13	Plan 13/14	Plan 14/15 & Beyond	Grand Total
\$1,659	\$257	\$1,268	\$30	\$302	\$43,546	\$47,062

UNDERGROUND UTILITIES

Cost By Fiscal Year

(Amount in \$1,000's)

FY 09/10 Carryover to FY 10/11	New Request FY 10/11	Plan 11/12	Plan 12/13	Plan 13/14	Plan 14/15 & Beyond	Grand Total
\$2	\$199	\$0	\$0	\$155	\$2,801	\$3,157

SUMMARY COSTS BY CATEGORY

Total Build-Out

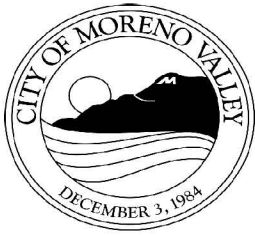
(Amount in \$1,000's)

• STREET IMPROVEMENTS	\$	877,409
• BRIDGES	\$	120,452
• BUILDINGS	\$	254,892
• DRAINAGE, SEWERS, AND WATERLINES	\$	43,802
• ELECTRIC UTILITY	\$	15,750
• LANDSCAPING	\$	480
• PARKS	\$	330,478
• TRAFFIC SIGNALS	\$	47,062
• UNDERGROUND UTILITIES	\$	3,157
TOTAL	\$	1,693,482

FY 2010-2011 Proposed Capital Improvement Plan Summary

- The projects recommended for FY 2010-2011 are based on development, funding availabilities, and individual project status
- City Council to review, comment, and provide concurrence or provide new priorities
- Recognize that reprioritization of projects may defer some projects to a later time
- Bring back to City Council each year to add, delete, and change priorities as needed

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APPROVALS	
BUDGET OFFICER	<i>caf</i>
CITY ATTORNEY	<i>gms</i>
CITY MANAGER	<i>WAS</i>

Report to City Council

TO: Mayor and City Council

FROM: William Bopf, Interim City Manager

AGENDA DATE: May 25, 2010

TITLE: A PROPOSED AMENDMENT TO CHAPTER 12.14, POLICE AND CITY OF MORENO VALLEY ROTATIONAL TOW SERVICE OF THE MORENO VALLEY MUNICIPAL CODE AND REQUEST FOR PROPOSALS FOR THE IMPLEMENTATION OF A CITYWIDE ROTATIONAL TOW SERVICE PROGRAM.

RECOMMENDED ACTION

Staff recommends the City Council take the following action:

1. Introduce Ordinance No. 812 amending Chapter 12.14, Police and City of Moreno Valley Rotational Tow Service of Title 12 of the Moreno Valley Municipal Code.
2. Approve the Request for Proposals (RFP) to solicit proposal to participate in the City's Rotational Tow Service Program and authorize City Staff to circulate the RFP to qualified tow operators and businesses.

ADVISORY BOARD/COMMISSION RECOMMENDATION

The Public Safety Subcommittee of Mayor Flickinger and Council Member Batey reviewed the draft Rotational Tow Service Program documents at their meetings of February 8, March 8, and April 12. At the conclusion of the April 12th meeting, the Subcommittee was satisfied with the draft documents and instructed Staff to present the documents to the full City Council at a future meeting.

BACKGROUND

At the September 2009 City Council Study Session, the City Council discussed the needs of implementing a local Rotational Tow Service (RTS) Program. At the same

meeting a number of tow operators and their attorney presented a letter outlining specific terms and conditions to be included in a new RTS Program. The City Council subsequently instructed Staff to develop a RTS Program for City Council consideration in the future. Staff has completed its drafting of RTS Program and is prepared to have the City Council review and approve the documents. The RTS Program documents consist of: 1) an updated and amended RTS Program ordinance (Chapter 12.14); and 2) a draft Request for Proposals and agreement.

DISCUSSION

RTS Program Documents

At the request of the City Council, staff developed basic regulations for the operation of an official RTS Program in police emergency situations, removal of illegally parked vehicles, vehicles that are being operated contrary to law, and/or in the removal of vehicles which are apparently abandoned, or involved in an accident, or which constitute an obstruction to traffic because of mechanical failure. The RTS Program also establishes regulations and procedures for the abatement of abandoned, inoperative and dismantled vehicles as set forth in the Moreno Valley Municipal Code.

The purpose in creating such a RTS Program is to provide a fair and impartial means of distributing requests for towing services among qualified firms, and to ensure that such service is prompt and reasonably priced, and in the best interests of the public as well as the interest of efficient policing operations for the removal of such vehicles from public streets.

The proposed official RTS Program will require a towing business to file an application in response to a City Request for Proposals. Those towing businesses submitting an application for consideration by the City Council will pay an application fee to cover staff's time in evaluating its proposal.

If a contract is approved by the City Council permitting a towing business to participate in the City's official RTS Program, it will be for five years. During the contract period, Staff will be responsible to: 1) monitor the contracts, 2) perform site visits/inspections, 3) review monthly reports, 4) investigate complaints, 5) conducted annual meetings, and 6) coordinate special programs and scheduled checkpoints. The Code & Neighborhood Services Division of the Community Development Department will be charged with the responsibility of Program's management and oversight.

Staff of the Police Department, Code Compliance, Financial & Administrative Services Department, Risk Management, City Attorney's Office, and City Manager's Office analyzed the City's existing towing service program and regulations codified in Chapter 12.14 of the Moreno Valley Municipal Code and made a number of edits to insure a tow operator or business conducts his/her business in a manner acceptable to the City.

Attached for the City Council's review and discussion, are the following draft Rotational Tow Service Program documents:

- Draft Ordinance. Chapter 12.14, Police and City of Moreno Valley Rotational Tow Service has been rewritten to have consistent and complete rules and procedures for all to follow (Exhibit “A”).
- Draft Request for Proposals. The draft Request for Proposals establishes a process of review of proposals submitted by tow operators or businesses that are interested in providing the service to the City. Attached to the RFP is the sample Agreement to be used for contracting such services with City Council approved tow operators and businesses (Exhibit “B”).

Meeting With Existing Tow Operators

On Thursday, March 18, 2010, Staff of the City Manager’s Office, City Attorney’s Office, Police Department, and Community Development Department (Code Compliance and Planning Divisions) met with seven tow operators to review the draft ordinance and other related documents. The meeting was productive and provided constructive dialogue between the operators and City Staff. Generally, the tow operators are supportive of the City’s RTS Program. The tow operators have been invited to this City Council meeting and to participate in the discussion.

ALTERNATIVES

1. Introduce the proposed amendment to Chapter 12.14 of the Moreno Valley Municipal Code and approve the Request for Proposal, implementing a Rotational Tow Service Program citywide (**Staff recommended action**).
2. Direct Staff to explore other options to the RTS Program.
3. Take no action. This alternative would continue the current RTS Program as is.

FISCAL IMPACT

Staff is anticipating full cost recovery from tow operators wanting to participate in the RTS Program. Cost recovery will be accomplished in three ways. First, the RTS Program would establish a RTS Application Fee to recover the cost of the City Manager’s and City Attorney’s Offices and of the Community Development, Human Resources, Police, and Financial & Administrative Services Departments in evaluating an RTS Program Application. The RTS Program Application Fee was included in the City Council 2010 Fee Schedule. The estimated time Staff would spend to review an application was multiplied by a fully-burdened blended hourly rate to establish an application fee of \$2,828.

The second cost recovery fee would require a tow operator being awarded a contract to provide towing services to deposit \$5,000 to cover the City’s cost in administering the contract during the term of the contract of five years. Staff of the six departments will charge their actual fully-burdened rate to the deposit for full cost recovery. If the balance of the deposit falls below \$500, Staff will require, per City Council agreement,

the tow operator to replenish the fund and failure to make the deposit whole would be grounds for suspension or removal from the RTS Program.

Finally, the City/Code Compliance Division has not charge a vehicle release fee as does the Police Department (current fee of \$120). It is estimated that the cost of staff's time to release a vehicle would be \$74 per vehicle. The fee was established on the basis of a fully burdened blended rate of staff and time to release the vehicle. A fee of \$74 will be imposed to those owners of a vehicle or his/her authorized agent wanting the vehicle returned.

CITY COUNCIL GOALS

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

The Proposed RTS Program will establish standard for all to operate by and therefore, create a strong advocacy relations with City of Moreno Valley towing businesses.

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

Included in the RTS Program is a means by which the City can recover its costs of managing such a RTS Program.

SUMMARY

As directed by the City Council, Staff has prepared an amendment to Chapter 12.14 of the Moreno Valley Municipal Code setting forth appropriate and fair regulations to operate a Rotational Tow Service Program. The Program will establish response times, vehicle storage criteria, monthly reporting, suspension/revocation procedures, and other operational standards for the City and tow operators to follow. The Request for Proposals and sample agreement will provide a process to fairly evaluate the tow business and insure compliance with the amended ordinance.

NOTIFICATION

Staff has notified local tow operators interested in the RTS Program of the City Council meeting and pending action.

ATTACHMENTS/EXHIBITS

Exhibit "A" – Draft amended Chapter 12.14 of the MVMC (PG 659-680)
Exhibit "B" – Draft Request for Proposals with agreement (PG 681-700)

Prepared By:
Rick C. Hartmann
Interim Assistant City Manager

Approved By:
William L. Bopf
Interim City Manager

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

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Exhibit "A"

ORDINANCE No. 812

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA AMENDING TITLE 12 OF THE CITY OF MORENO VALLEY MUNICIPAL CODE BY REPEALING CHAPTER 12.14 RELATING TO ROTATIONAL TOWING SERVICES FOR THE CITY OF MORENO VALLEY AND ADDING THERETO A NEW CHAPTER 12.14 ENTITLED POLICE AND CITY OF MORENO VALLEY ROTATIONAL TOW SERVICE

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

SECTION 1: REPEAL OF CHAPTER 12.14, POLICE AND CITY OF MORENO VALLEY ROTATIONAL TOW SERVICE

Chapter 12.14, Police and City of Moreno Valley Rotational Tow Service of Title 12, Vehicles and Traffic of the Moreno Valley Municipal Code is hereby repealed. The repeal will only to be effective upon the effective date following the adoption of the reenactment of said Chapter 12.14 as set for in Section 2 of this Ordinance.

SECTION 2: ADDING CHAPTER 12.14, POLICE AND CITY OF MORENO VALLEY ROTATIONAL TOW SERVICE

Title 12, Vehicles and Traffic of the Moreno Valley Municipal Code is hereby amended by adding thereto Chapter 12.14, Police and City of Moreno Valley Rotational Tow Service to read as follows:

**Chapter 12.14
POLICE AND CITY OF MORENO VALLEY
ROTATIONAL TOW SERVICE**

Section:

- 12.14.010 Intent and purpose.**
- 12.14.020 Definitions.**
- 12.14.030 City business license and permits required.**
- 12.14.040 Selection of towing services.**
- 12.14.050 Rotation tow lists.**
- 12.14.060 Official police department and city tow operator's permit.**
- 12.14.070 Tow truck driver's permit.**
- 12.14.080 Tow truck classifications.**
- 12.14.090 Liability insurance.**

- 12.14.100 Storage facility.**
- 12.14.110 Standard rules of operation.**
- 12.14.120 Additional services to be provided.**
- 12.14.130 Response to calls.**
- 12.14.140 Rates.**
- 12.14.150 Suspension and revocation.**
- 12.14.160 Summary suspension of permit pending opportunity for hearing.**
- 12.14.170 Hearing and procedure.**
- 12.14.180 Hearing officer.**
- 12.14.190 Hearing officer—Power and duties.**
- 12.14.200 Findings and determination by the hearing officer.**
- 12.14.210 Notice and surrender.**
- 12.14.220 Surrender of permit.**
- 12.14.230 Appeal to city council.**
- 12.14.240 Permits in effect at the time of adoption.**

12.14.010 Intent and purpose.

A. It is the intent of this chapter to prescribe the basic regulations for the operation of an official Rotational Tow Service Program in police emergency situations, removal of illegally parked, vehicles that are being operated contrary to law, and/or in the removal of vehicles which are apparently abandoned, or involved in an accident, or which constitute an obstruction to traffic because of mechanical failure.

B. The intent of this chapter is to also establish regulations and procedures for the abatement of abandoned, inoperative and dismantled vehicles as set forth in chapter 11.24 of this code.

C. It is the purpose of the City Council in enacting the ordinance codified in this chapter to provide a fair and impartial means of distributing requests for towing services among qualified firms, and to ensure that such service is prompt and reasonably priced, and in the best interests of the public as well as the interest of efficient policing operations for the removal of such vehicles from public streets.

12.14.020 Definitions.

Unless the context in which used requires otherwise, the following words and variant thereof, shall have the following meanings:

“Appeal” means the final level of review for written reprimands, suspensions, terminations, or review of a decision regarding disciplinary action.

“Area” means the corporate boundary of the City of Moreno Valley.

“Attendant” means individual responsible for staffing the storage yard facility.

“Base Services” means any service or Tow which is performed when the vehicle Operator or agent is present and the vehicle is not stored at the direction of an officer.

“City” means the City of Moreno Valley.

“Financial & Administrative Services Director” means the position in the Financial & Administrative Services Department in charge of the administration of the financial affairs of the City.

“Driver” means a trained and/or qualified licensed individual who operates/drives a Tow car or Tow Truck.

“Driver’s Permit” means the driver’s Permit issued to a driver that has completed an application and complied with the requirements outlined in Section 12.14.070.

“Enrollment Period” means the period of time when a Tow Operator or Business may submit an application for inclusion on the City’s rotation Tow list.

“Garage or Storage Facility” means the area where a Tow Operator or Business stores or impounds vehicles in connection with the City’s Rotational Tow Service Program and complied with the requirements outlined in Section 12.14.100.

“License Division” means the City Business license division of the Financial & Administrative Services Department.

“Load Salvage Operations” means any Operator or Business involving the recovery of a load which has been spilled, or the off-loading and reloading of a load from an overturned vehicle performed in order to upright the vehicle. This will be limited to operations involving Class B, C, and D Tow Trucks.

“Notice” means any notices shall be in writing and delivered to the other party in person, via facsimile, and/or by first-class U.S. Mail from a duly authorized representative of the City or Operator.

“Official Police and City of Moreno Valley Tow Service” or “Operator” means a Towing Operator or Business that has a valid agreement with the City and is selected to be used, on call, and on an alternate basis, where a Tow Truck is required.

“Permit” means the Operator’s Permit issued to a Tow Operator or Business that has complied with all sections of this chapter to the satisfaction of the City Council.

“Personal Property” means items which are not permanently affixed to the vehicle.

“Rate” means the rate charged by the Tow Operator or Business to a vehicle’s owner or his/her agent as approved by the City Council.

“Response Time” means the period of time between when an Operator is notified by the City or Police Department of a call to the arrival of the Tow Truck at the location requested.

“Rotational Tow Service Program” means the City’s official program of selecting Tow Operators to assist the Police Department and City in removing vehicles from the public right-of-way and private property as set forth in this chapter.

“Suspension” means the removal of an Operator from the City’s Tow rotation list for a specified period of time regardless of any contract period or time.

“Termination” means the permanent removal of a Tow Operator from the City’s Rotation Tow List for the remainder of the term of the Tow Service Agreement and disqualification from any further participation in the City’s Rotation Tow Service Program.

“Tow Car” or “Tow Truck” is a motor vehicle which has been altered or designed and equipped for and exclusively used in the business of towing vehicles by means of a crane, towbar, towline or dolly or is otherwise exclusively used to render assistance to other vehicles and in compliance with section 615 of the California Vehicle Code. Also includes slide-back carriers and wheel-lift vehicles.

“Tow Operator” or “Business” means a company approved by the City to remove, impound and store vehicles in association with the City’s Rotational Tow Service Program.

“Tow Service Agreement” means a document which sets forth the terms and conditions of an agreement between the City and Operator on the Tow rotation list.

“Vehicle Recovery Operation” means an operation involving the process of uprighting an overturned vehicle or returning a vehicle to a normal position on the roadway which requires the use of auxiliary equipment due to the size or location of the vehicle. This will normally be limited to operations requiring a Class B, C, or D Tow Truck(s).

12.14.030 City business license and permits required.

A. No firm may participate in the assignment of service calls on a rotational basis by the Police Department or the City unless it has a valid City business license to do business as a Tow Operator in the City as set forth in this code.

B. No person shall operate a Tow Truck as part of the City’s Rotational Tow Service in the City unless he or she holds a valid Tow Truck Driver’s Permit issued by the City.

C. Only those Tow Operators or Businesses approved by the City and possessing a valid Tow Operator's Permit and Tow Service Agreement shall be permitted to remove, tow, impound and/or store a vehicle as part the City's Rotational Tow Service Program.

12.14.040 Selection of towing services.

A. The City Manager or his/her designee shall solicit proposals from Tow Operators to participate in the City's Rotational Tow Service Program. The proposals shall be accompanied by the fee as established by resolution of the City Council. The fee is not refundable.

B. Proposals submitted by Tow Operators shall be evaluated by City staff and presented to the City Council for approval

C. The term of a Tow Service Agreement shall not exceed five (5) years. Tow Operators not participating in the process will not be eligible to participate in the City's Rotational Tow Service until the City establishes an open enrollment period. The enrollment period shall be open for at least 30 days.

D. Only those Tow Operators who enter into a contractual agreement with the City shall be permitted and be required to affix a decal or other permanent marking "Official Police and City of Moreno Valley Rotational Tow Service" to permitted Tow Trucks. Tow truck and/or other vehicles owned and operated by the Tow Operators that have not been inspected and approved by the City to participate in the City's Rotational Tow Service Program shall not, in any way, maintain a decal or other markings or advertisement that the vehicle or vehicles are part of the Program.

E. Tow Operators applying for the City's Rotational Tow Service shall have a minimum of three (3) verifiable years of for-hire towing experience, as an owner or principal, prior to the final filing date of an enrollment period in order to qualify for the program. The City shall verify that a Tow Operator meets the minimum three (3) years of experience.

F. A Tow Operator or Business not having a valid Tow Operator Permit or Tow Services Agreement shall be prohibited from participating in the City's Rotational Tow Service Program. Any tow person violating this chapter shall be guilty of a misdemeanor and shall be prosecuted either criminally or civilly pursuant to Chapter 1.10, Civil Citations, of the Moreno Valley Municipal Code.

G. Tow Operators who enter into a contractual agreement with the City shall deposit with the City the fee established by resolution of the City Council to cover its costs to administer the terms and conditions of the Tow Service Agreement the regulations of this chapter. A Tow Operator that fails to deposit with the City the required funds as set forth in the resolution of the City Council shall be in violation of this chapter and shall be prosecuted accordingly.

12.14.050 Rotation Tow lists.

A. For operational reasons, the Police Department and City shall maintain separate rotation tow lists and establish policies and procedures as to fairly distribute calls to the Tow Operators or Businesses approved by the City to participate in the Rotational Tow Service Program. Each list will include the same Tow Operators as approved by the City Council and have a valid Tow Service Agreement.

B. Nothing shall prohibit a Class B, Class C or Class D operator from maintaining a place on a lighter class rotation list. (See Section 12.14.080 for description of classifications.)

Regardless of the class of Tow Truck used in response to a call from the City, charges to the vehicle's registered owner or his/her authorized agent shall not be more than the class of vehicle towed or serviced, except when recovery operations require a larger class of truck.

C. If two or more Tow Operators are called to the same incident, distribution of the vehicles shall be at the discretion of the Police Department or City.

The Police Department may direct a Tow Operator to move vehicles to help clear a roadway or for lifesaving operations. Tow Operators shall provide the requested assistance at no cost to the City.

D. At the direct request from an owner of a vehicle or his/her authorized agent, a police officer may contact any Tow Business for services unless said request would be in violation of local, state or federal law or regulation or cause a delay in protecting the public's general health and safety. If an owner of a vehicle or his/her authorized agent request a tow service of their choosing, they assume full responsibility for any fees for service the owner's tow service may impose.

E. After any type of major collision, the Police Department shall have the authority to order any Tow Operator to tow vehicles to any location necessary for investigative purposes.

12.14.060 Official police department and city tow operator's permit.

A. In addition to having a valid City Business license to conduct Business in the City, the Tow Operator participating in the City's Rotation Tow Services Program shall also apply for and receive a Tow Operator's Permit. A Tow Operator's Permit application shall be filed with the Financial & Administrative Services Director or his/her designee, shall be verified under penalty of perjury, and shall be accompanied by the fee as established by resolution of the City Council. The fee shall not be refundable. It shall contain or be accompanied by the information and documentation specified in this section. Applications for Permits to conduct the Tow Business shall be filed with the City on a form approved by the Financial & Administrative Services Director or his/her

designee. Such application shall demonstrate that the applicant possesses a business license pursuant to Chapter 5.02 of this code. In addition, such application shall provide the following information:

1. Name/Description. Name and description of applicant.
2. Address. Permanent home address and full business address of applicant if an individual; of each partner if a partnership; and of each officer if a corporation.
3. Garage or Storage Facility. The place where the vehicles towed are to be stored or impounded.
4. Fingerprints and Photographs. Applicant shall be fingerprinted and photographed by the Police Department upon referral of the Financial & Administrative Services Director or his/her designee, and a record check made. The cost of the foregoing shall be established by resolution of the City Council and be borne by the applicant. The photographs taken by the Police Department will be used throughout the permit process, whenever photographs are required to be made part of the record.
5. Criminal Record. A statement as to whether or not the applicant, or any officer or partner of the applicant has been convicted of a felony within the immediately preceding ten (10) years, and the nature of each such offense and the punishment or penalty assessed, thereof.
6. Vehicle Data. The number of Tow Trucks to be operated or controlled by the applicant in the conduct of the Tow Business, and the make, body style, year, vehicle identification number, state license plate number, and the name of legal and registered owner of each vehicle.
7. Vehicle Description. A description of the proposed color scheme, insignia, trade-style and any other distinctive characteristic or design to be used to identify such vehicles.
8. Previous Licensing. A statement of whether or not the applicant has ever had any permit or franchise for a Tow Business issued to him/her that has been suspended or revoked, and, if so, the circumstances of each such suspension or revocation, whether in the City or elsewhere.
9. Insurance. A certification or policy of insurance in the manner and form required by Section 12.14.090.
10. Corporation Data. If the applicant is a corporation, a copy of the current Articles of Incorporation, certified as to being true and correct by the California Secretary of State, within sixty (60) days prior to the date of application, the most

current corporate bylaws and any applications, permits or notifications for the issuance of shares filed with or issued by the commissioner of corporations.

11. Business Office and Telephone Maintenance. A statement that the applicant will maintain at the principal place of business located in the City of Moreno Valley, and in operating order at all times, at least one telephone line. At all times there will be an attendant in charge of said telephone or telephones to dispatch Tow Trucks in response to requests therefor. After-hour answering services fulfill this requirement.

12. Proof of Lease or Property Ownership. The applicant shall provide the City with a certified copy of a deed, title report or other documentation naming the Tow Operator as the owner of the property or provide sufficient documentation to the City's satisfaction that the Tow Operator has a financial interest in the property and therefore, the right to use the property for a Tow Business and/or Storage Facility. If the Tow Operator leases the property for a Tow Business and/or Storage Facility, proof shall be submitted to the City demonstrating the Tow Operator has a lease interest in the property to operate a Tow Business and/or Storage Facility for the duration of the City's Rotational Tow Service Program of five years.

B. Prior to the issuance of a Tow Service Agreement by the City Council, the Tow Operator shall provide evidence that:

1. The application conforms in all respects to the provisions of this chapter.

2. The applicant's garage or storage facility is located within City limits.

3. The applicant is financially responsible and otherwise able to provide the service.

4. The applicant, and all officers or partners are likely to provide Tow services in a responsible and satisfactory manner. In making such determination, the Financial & Administrative Services Director or his/her designee shall consider whether the applicant or any officer or partner of the applicant;

a. Has previously provided responsible and satisfactory tow services,

b. Has not previously violated the terms of this chapter or of any similar enactment of the City or of any other jurisdiction.

C. A Tow Operator shall not have a financial interest in any other tow business participating in the City's Rotational Tow Service Program. Any violation of this section shall cause the immediate revocation of a Tow Operator's Permit for the balance of the contract period.

D. A Tow Operator's Permit is valid for one year. The failure of a Tow Operator or Business to apply for and receive approval of a subsequent permit by the City shall suspend the Tow Operator from participating in the City's Rotational Tow Service Program. At such time the Tow Operator or Business is issued a valid permit, the Tow Operator or Business shall be permitted to participate in the City's Rotational Tow Service Program.

12.14.070 Tow truck driver's permit.

A. The Tow Operator shall ensure that only qualified and competent Tow drivers respond to calls initiated by the Police Department or City. All Tow Truck Drivers must obtain a permit from the City's Financial & Administrative Services Director or his/her designee. Each applicant shall be required to be photographed and fingerprinted. Each Tow Truck Driver's Permit application, including renewal, replacement and duplicate applications, shall include the following information:

1. The name of the applicant, including all other names if any, by which the applicant has been known.
2. The applicant's race, color of eyes and hair.
3. Whether the applicant has been convicted or pled guilty or nolo contendere to any felony within the prior ten (10) years, and if so, the date, nature of the offense, the punishment or penalty assessed therefor, and the court in which such conviction was obtained or plea of guilty or nolo contendere was entered.
4. The class and number of the applicant's California Driver's License and restrictions thereon, if any, and whether any license of applicant to drive has ever been suspended or refused or revoked, and if so, details of the reasons therefor and the disposition of the matter, including the dates of any such suspension or revocation.
5. A statement showing each address at which the applicant has resided during the preceding year.
6. A statement of the applicant's physical condition, including a statement of whether the applicant has ever had epilepsy, blackout periods, fainting spells, or been addicted to the use of alcohol, narcotics or other dangerous drugs.
7. A current California Driver's License record listing driving violations, if any, issued by the California Department of Motor Vehicles within thirty (30) days prior to the date of application. This California Driver's License shall be valid for the class of Tow Trucks to be driven by the driver.

B. Record Check. Applicant shall be finger printed and photographed by the Police Department upon referral of the Financial & Administrative Services Director or his/her designee, and a record check made. The fee for the foregoing shall be as set by

resolution of the City Council and the fee shall be paid by the applicant at the time the application is submitted. The photographs taken by the Police Department will be used in all cases where photographs are required for implementation of this chapter.

C. Employment of Qualified Drivers. Every holder of City Tow Operator Permit to do business as a Tow Operator in the City shall employ as drivers only persons who are physically and mentally fit and able to perform such duties. It shall be the responsibility of the Tow Operator Permit holder to select and employ drivers who are familiar with the streets and addresses in the City. No Tow Operator Permit holder shall employ or retain in employment any person as a driver who violates laws governing morals, motor vehicle operations, or any provision of this chapter.

D. Nontransferable. Tow Truck Driver's Permits are not transferable, except that the holder of such a Permit may use the same Permit if he or she changes employment from one Tow Operator to another.

E. Termination. Within ten (10) days of terminating any driver, the Tow Operator shall serve notice to the Police Department and the City.

F. Tow Operators shall comply with the United States Department of Transportation regulations implementing the Federal Omnibus Transportation Employee Testing Act of 1991 and subsequent revisions.

G. Tow Operators shall be enrolled in the Employer Pull Notice program as set forth in California Vehicle Code Section 1808.1. The Tow Operator shall include mandated and non-mandated employees that are required to drive as part of his/her duties for the Tow Business.

H. A Tow Truck driver's Permit is valid for one year. The failure of a Tow Truck driver to apply for and receive approval of a subsequent Permit by the City shall suspend the driver from participating in the City's Rotational Tow Service Program. At such time the Tow Truck Driver is issued a valid Permit and is employed by a Tow Operator licensed pursuant to this chapter, he/she shall be permitted to participate in the City's Rotational Tow Service Program.

12.14.080 Tow truck classifications.

A. An Operator shall equip and maintain Tow Trucks in accordance with the provisions set forth in the California Vehicle Code (CVC), Title 13 of the California Code of Regulations and the specifications contained in this chapter, and consistent with industry standards and practices by the City.

Any and all Tow Trucks used by a Tow Operator or Business in connection with the City's Rotational Tow Service Program shall be inspected annually. If the Tow Operator or Business fails to have the Tow Truck or Trucks inspected, such Tow Truck or Trucks shall not be permitted to participate in the City's Rotational Tow Service

Program. Once the City has inspected the Tow Truck or Trucks and has determined it meets the provisions of the California Vehicle Code and this Chapter, the Tow Truck or Trucks will be permitted to tow vehicles in connection with the City's Rotational Tow Service Program.

B. Notwithstanding Section 615 CVC, all Tow Trucks shall have recovery capabilities, wheel lift capabilities, and a boom meeting the specifications contained in this chapter. For the purpose of this chapter, "a trailer for hire that is being used to transport a vehicle" shall not qualify as a primary Tow Truck for Tow rotation lists.

A violation of the Gross Vehicle Weight Rating (GVWR) and safe loading requirements of a Tow Truck shall be cause for immediate suspension as defined and outlined in this chapter. This includes exceeding the Tow Truck's GVWR, front axle weight rating, rear axle weight rating, maximum tire weight ratings, or not maintaining fifty (50) percent of the Tow Truck's unladen weight on the front axle when lifting/carrying a load.

C. There will be four classes of Tow Trucks covered under this chapter.

1. Class A—Light Duty. A Tow Truck with a manufacturer's gross vehicle weight rating (GVWR) of at least 14,000 pounds with wheel-lift capability, and may have a car carrier.

a. A Tow Truck company that has a car carrier may be exempted from the wheel-lift capability requirements. However, the car carrier must be an additional unit.

b. A "trailer for hire" shall not be approved for listing as a Class A Tow Truck.

2. Class B—Medium Duty. A Tow Truck with a manufacturer's gross vehicle weight rating (GVWR) of at least 26,000 pounds. The Truck shall be capable of providing air to the towed vehicle's brakes.

a. A Tow Truck company may also have a car carrier. However, the car carrier must be an additional unit.

3. Class C—Heavy Duty. A Tow Truck with a manufacturer's gross vehicle weight rating (GVWR) of at least 48,000 pounds. The Truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle's brakes.

4. Class D—Super Heavy Duty. A Tow Truck with a manufacturer's gross vehicle weight rating of at least 52,000 pounds. The Truck shall be equipped with air brakes and must be capable of providing air to the towed vehicle's brakes.

D. To properly and safely tow and service the wide variety of vehicles being operated on the highway, a Tow Operator shall equip all Tow Trucks participating in the City Rotational Tow Service Program with the appropriate equipment as required by the California Vehicle Code and other regulations governing Tow Trucks.

12.14.090 Liability insurance.

A. Insurance — Motor Vehicle Liability Policy Required. Before any Permit may be issued for a Tow company, the owner or Tow Operator shall file with the City's Risk Manager a motor vehicle liability insurance policy, or a certification of the coverage required by this section, covering each Tow Truck used in the permitted business and a California admitted corporation shall issue the liability insurance in the state of California, which policy shall conform in all respects to the requirements of this chapter.

B. Liability Amounts. The required motor vehicle liability policy shall insure the owner, the City and its officers, agents and employees as additional insured, and any other person using or responsible for the use of any such vehicle with the consent, expressed or implied of such owner, against loss from the liability imposed upon such owner or person by law for injury to, or death of any person, or damage to property growing out of the maintenance, operation or ownership of any Tow Truck, in the minimum amount set forth by the City's Risk Manager for public liability and for property damage.

C. Compliance. All motor vehicle liability policies shall be subject to the approval of the City's Risk Manager. At any time a motor vehicle liability policy is found to be insufficient for any cause, the City Manager or his/her designee will remove the affected Tow service Business from the Rotational Tow Service Program. If the owner fails to replace the motor vehicle policy or policies within ten (10) days after the City Manager gives notice of such insufficiency with good and sufficient policies approved by the Risk Manager, then the Tow Operator's Tow Service Agreement issued hereunder shall be automatically suspended until such time as a sufficient policy has been furnished. Upon direction of the City Manager, the Police Department shall enforce such suspension.

D. Policy Endorsement. Every policy and every certificate of motor vehicle liability insurance coverage filed pursuant to the provisions of this chapter shall contain the following endorsements:

1. It is hereby understood and agreed that, notwithstanding expressions or provisions consistent with or contrary thereto in this policy contained, the policy is expressly issued to cover a motor vehicle regulated by the provisions of Chapter 12.14 of the Moreno Valley Municipal Code. This policy shall inure to, and be for the benefit and protection of, each person who shall sustain any damages or injury, or to the heirs, personal representatives, administrators, executors or assigns of any such person who may be so damaged or injured or suffer death by reason of the operation of a motor vehicle covered by this policy or from the defective condition

thereof. Liability under this policy shall be in no manner abrogated or abated by the death of the tort-feasor or the insured.

2. This is a continuing liability for claims incurred up to the full amount hereof, notwithstanding any action or recovery thereon.

3. No cancellation or reduction in coverage of this policy for any reason whatsoever shall become effective until the expiration of thirty (30) days after written notice of such cancellation or reduction in coverage shall have been given in writing to the City Manager or his/her designee. The thirty (30) day period shall commence upon the date the notice is actually received by the City Manager if personally delivered, or, if by registered United States mail with return receipt requested, on the second business day after the notice is deposited in the United States Mail, postage prepaid or on the date of receipt shown on the return receipt, whichever is later.

12.14.100 Storage facility.

A. Storage Facility Standards. The Tow Operator shall provide for the City's Tow rotation program, storage space for a minimum of one-hundred (100) vehicles of outside storage and five (5) vehicles of indoor storage. Said outdoor and indoor spaces shall be dedicated to the City's Rotational Tow Service program. The following standards of performance must be maintained:

1. Storage Facilities must be located within the City and clearly marked. Any and all signage for the facilities must be in conformance with the City's municipal code.

2. All vehicles are to be stored at a Storage Facility properly zoned for this use within the City. However, vehicles that have been approved by the Department of Motor Vehicles for lien sale can be towed outside of City limits.

3. Each impounded or stored vehicle shall be a minimum of two and one-half feet from any other vehicle, structure or object.

4. All stored vehicles shall be reasonably accessible to the vehicle's owner or vehicle owner's agent and the Police Department or City for retrieval, inspection and/or identification.

5. Owners shall be able to retrieve a stored vehicle 24 hours a day, seven days a week including holidays, within one hour upon notification by the Police Department or City that the vehicle can be released to its owner or authorized agent.

6. Storage facilities shall be monitored by an electronic monitoring or security system. Said system shall be subject to review and approval by the Police

Department before the Tow Business is permitted to tow and store or impound vehicles as part of the City's Rotational Tow Service Program to said lot.

7. Storage Facilities shall be properly lighted and secured by a six (6) foot high fence as set forth in Title 9 of this code. The fence shall be installed in compliance with any applicable provision of this code and approved by the Police Department and City before the Tow Business is permitted to tow vehicles as part of the City's Rotational Tow Service Program.

8. Storage Facilities owned by a Tow Operator shall not be shared with another Tow Operator. However, a Tow Operator or Business may be permitted on the same lot as long as there is a clear separation between Tow Operators. Each Tow Operator shall fully comply with the provisions of this code.

B. Personal property may be removed from the vehicle and shall be released to the owner of a vehicle at the request of the vehicle owner or his/her agent. When a vehicle has been impounded for evidence or investigation, the Operator shall notify the Police Department or City depending on the agency directing the storage of the vehicle, prior to the removal of property from a stored vehicle and will provide a receipt, with a copy placed in the stored vehicle.

C. Vehicles ordered towed by the Police Department or City will only be released by the Tow Operator under the regulations of the Vehicle Code and the City of Moreno Valley. The City will provide Tow Operators with appropriate regulations including updates to these regulations as they occur.

D. Prior to the utilization of new storage facilities that were not listed on the Tow Operator's Permit application for the Rotation Tow Service Program, the Tow Operator shall obtain the approval of the City to ensure that the new Garage or Storage Facility meets all applicable regulations.

E. The Operator shall maintain, at a minimum, business hours at the primary place of business of the Tow Operator of Monday through Friday, eight a.m. to five p.m. except for the following recognized holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day after Thanksgiving Day, and Christmas Day.

F. Annual storage facility inspections. Tow Operators shall have its Storage Facility inspected annually. The failure of a Tow Operator or Business to have its Storage Facility inspected annually by the City shall have its Tow Permit suspend and shall not participate in the City's Rotational Tow Service Program. At such time the Storage Facility is inspected by the City and found to be in compliance with this Chapter, the Tow Operator or Business shall be permitted to participate in the City's Rotational Tow Service Program.

12.14.110 Standard rules of operation.

A. Any requests for the removal of traffic hazards shall be made through the Police Department.

B. When it becomes evident that there will be a delay in responding to a Police Department or City request for towing service, the responding Towing Operator shall advise the agency requesting the tow services if the delay will exceed the maximum response time in Section 12.14.130(A).

C. The Tow Operator or Business shall be capable of responding to Police or City requests for towing of vehicles and release a vehicle to an owner of a vehicle or his/her authorized agent twenty-four (24) hours a day, seven days a week. An answering service fulfills this requirement.

D. Removing Hazards. After being dispatched by the Police Department or City to the scene, the Tow Truck Driver shall cooperate with the police officer(s) or City official in removing hazards and illegally parked vehicles as requested. It is the duty of the police officers or City to determine when such a vehicle should be impounded or moved, and the driver shall abide by their decisions.

E. Each Towing Operator or Business shall comply with Section 27907 of the Vehicle Code of the state of California regarding signs on Tow Trucks. Only Tow Trucks bearing the name of the Tow Operator called shall be dispatched to the scene of need.

F. All Tow Operators shall conduct their business in an orderly, ethical, businesslike manner and use reasonable means to obtain and keep the confidence of the motoring public.

G. Towing Operators participating in City's Rotational Tow Service Program shall be responsible for the acts of their employees (office and field personnel) while on duty. A Tow Operator shall be responsible for damage to vehicles while in their possession.

H. A Tow Operator's records, equipment and Storage Facilities shall be subject to periodic checks by Police Department investigators and/or the City during regular Business hours. Failure to permit the periodic checks will be considered a breach of the Rotational Tow Service Agreement and shall cause the immediate suspension of the Tow Operator from the City's Rotational Tow Service Program.

I. All vehicles stored or impounded as a result of a tow ordered by the Police Department or City shall be made available to the owner of the vehicle or his representatives, an authorized insurance agent, insurance adjustor, or body shop or car dealer, for the purpose of estimating or appraising damages, with the exception of vehicles with a "police hold." The Tow Operator shall keep a written record of every

vehicle stored for a period longer than twelve (12) hours pursuant to section 1065(a) of the California Vehicle Code.

J. The permitted Tow Business shall record their time in and their time out on every City requested tow truck assignment. Such records shall be available and open to examination by the Police Department and/or City.

K. All permitted Tow Businesses shall submit a monthly Rotational Tow Service Program report to the Police Department and City within ten (10) Business days of the last day of each month. The report shall include the following:

1. Total Police and City impounds;
2. Number of times dispatched by Police Department or City;
3. Number of these calls resulting in impounds;
4. Number of vehicles sold on lien sale under authority of Section 3072, Civil Code, and reporting said lien sales as per authority of Section 851.2 CVC;
5. Number of vehicles sold under low value vehicles as defined by California Vehicle Code Section 22851.3;
6. Names and addresses of buyers and description of vehicles when sold;
7. Number of calls which required more than one hour's time.

L. All Tow Trucks used shall have two-way communication with the Tow Operator's communication center.

M. A Tow Operator shall not proceed with any repair work on a vehicle or place any charges against a vehicle other than those occasioned by removal from the street and storage unless authorized by the vehicle owner or his designated agent.

N. A Tow Operator, when disposing or dismantling of unclaimed vehicles, shall abide by all Civil and Vehicle Code Sections pertaining thereto.

O. All vehicles stored or impounded as a result of a tow ordered by the Police Department or City shall be towed directly to a Tow Operator's approved Storage Facility unless the Police Department, City or other person legally in charge of the vehicle requests that it be taken to some other location.

P. A Tow Operator shall not begin the lien-sale process for a minimum of fourteen (14) days after the Tow Operator took possession of a vehicle under the City's Rotational Tow Service Program.

Q. The City shall conduct, at a minimum, one (1) annual meeting to discuss with the Tow Operators or his/her designee, the City's Rotational Tow Service Program. Attendance at the meeting is mandatory. The City shall give a 30-day written notice of the meeting.

If a Tow Operator fails to attend the meeting, said Tow Operator shall be suspended until such time that the Tow Operator can attend an alternate annual meeting with the Police Department and City to discuss the Rotational Tow Service Program. Said meeting is mandatory and will be held within sixty (60) days from the date the meeting was originally to be held.

Failure to attend a second, rescheduled mandatory meeting will lead to the termination of the Tow Rotation Service Agreement with the City for the duration of the contract period.

12.14.120 Additional services to be provided.

Any Tow Operator selected to be part of the Rotational Tow Service Program shall provide to the City, at no charge, emergency response to aid and service all City owned and Police Department vehicles within a reasonable radius of the City.

12.14.130 Response to calls.

A. The Tow Operator shall respond to Police Department or City calls twenty-four (24) hours a day, seven days a week, within the maximum response time of twenty (20) minutes. The Tow Operator will advise the Police Department dispatch or City, at the time of notification, if they are either unable to respond or unable to meet the maximum response time. If, after accepting the call, the Tow Operator is unable to respond or will be delayed in responding, the Tow Operator shall immediately notify central dispatch or the City. The Tow Operator shall not assign calls to other Tow Operators and/or Tow Truck Drivers not employed by said tow Operator.

1. A call to a Tow Operator shall constitute one turn on the list and the Tow Operator shall be moved to the bottom of the list. This includes when the Tow Operator fails to answer the phone, is unable to respond, is unable to perform the required service, refuses to respond or provide service, or is canceled due to excessive response time. The City and Police Department shall keep separate Tow rotation lists.

2. Repeated failure to respond and/or failure(s) to respond within the maximum response time requirements, on a continuous basis, shall constitute failure to comply with the terms and conditions of this chapter and the City Council Tow service agreement.

B. A Tow Operator shall not respond to a Police Department or City call assigned to another Tow Operator unless requested to do so by the Police Department or City.

1. There may be times when a driver, who was not called to a scene, comes upon a collision scene where a vehicle or vehicles are blocking a roadway and a Police officer requests his/her assistance in clearing the roadway. In such a case, the driver may be requested to move the vehicle to a safe location, as directed by the officer, and leave it. There shall be no charge for this assistance, and the assistance provided shall not change the Tow Operator's place in the rotation.

12.14.140 Rates.

A. All fees and storage rates shall be charged to a vehicle's owner or authorized agent. Said fees and storage rates charged for response calls originating from the Police Department or City shall be reviewed by the City Council and shall be reasonable and not in excess of those rates charged for similar services provided in response to request initiated by any other public agency or private person. The reasonableness of the fees charged will be determined in the following manner:

1. The rate for Towing shall be from portal to portal and may be charged at a one-hour minimum. Charges in excess of one hour may be charged in fifteen (15) minute increments. There shall be no additional charges for mileage, labor, etc. Secondary towing requested by the customer may be negotiated by the Tow Operator in accordance with his/her private business practices.

B. Rates for service calls (out of gas, lock outs, etc.) shall be from portal to the end of the service, and may be at the hourly rate with a thirty (30) minute minimum. Charges in excess of thirty (30) minutes may be charged in fifteen (15) minute increments.

C. The fees added for after business hours release of a vehicle shall be no more than one-half the hourly rate, and shall only be allowed if there is no person available at the Storage Facility for release and a call back is required.

D. Storage fees shall be charged by calendar day except that vehicles stored eight hours or less shall be charged no more than one day storage.

E. The schedule of rates shall be posted in the lobby of the Tow Business. These rates shall be displayed on an eleven (11) inch by seventeen (17) inch minimum sign in one-inch lettering. Additionally, rates shall be made available upon demand to person(s) for whom the tow services were provided or his/her agent.

12.14.150 Suspension and revocation.

A. Tow Operator and Tow Truck Driver Permits may be suspended or revoked by the City after notice and hearing with respect thereto, on the following grounds:

1. That the Tow Operator or Truck Driver has failed to operate in accordance with the provisions of this chapter and the Tow Service Agreement approved by the City Council.

2. That the Tow Operator has failed to maintain or secure insurance on any Tow Truck.

3. That the Tow Operator has failed to provide reasonable services to the City or the Police Department.

4. That the public safety or convenience and necessity would be best served by such revocation or suspension of the Tow Permit for any Tow Operator or Business.

5. That the Tow Permit in question was obtained on the basis of misrepresentation made or induced by or on behalf of the holder of the Tow Permit.

6. That the Tow Operator has engaged in conduct which would have constituted grounds for denial of an application for such a Tow Permit.

7. That the Tow Operator Permits a Tow Truck Driver to respond to a call by the Police Department and/or City in violation of this chapter.

8. That a Tow Operator or Business intentionally overcharges or demonstrates a pattern of overcharging customers.

9. That a Tow Operator or Business fails to maintain a Tow Truck's safety equipment, safe overloading requirements of a Tow Truck, and/or a Tow Truck's gross vehicle weight rating while towing a vehicle.

10. That a Tow Operator fails to permit the Police Department and/or City to inspect its Storage Facilities.

B. The City Council shall establish the manner in which disciplinary action will be considered and the terms for suspension and even termination of a Tow Operator from the City's Rotational Tow Service Program.

C. Nothing shall preclude the City from taking the appropriate enforcement or administrative action for any violation of law.

D. Violations of the terms and conditions of the Tow Service Agreement or this chapter may be cause for disciplinary action in the following manner:

1. First violation within a twelve (12) month period – letter of written reprimand.

2. Second violation within a twelve (12) month period – 1 to 30-day suspension.
3. Third violation within a twelve (12) month period – 60 to 90-day suspension.
4. Fourth violation within a twelve (12) month period – termination of the Tow service agreement for the current contract period.

E. A Tow Operator or Business participating in the City's Rotational Tow Service Program found guilty of a felony is prohibited from participating in the City's Rotational Tow Services program for the current contract period.

12.14.160 Summary suspension of permit pending opportunity for hearing.

Notwithstanding section 12.14.170, any police officer duly acting as such within the City has the authority to temporarily suspend a Tow Truck Driver's Permit immediately if the driver thereof is arrested for conduct which jeopardizes the public health or safety.

12.14.170 Hearing and procedure.

Prior to any suspension or revocation of a Tow Permit the City Manager or his/her designee shall give the permit holder notice of intent to suspend or revoke the permit and state the proposed grounds for the suspension and revocation. A hearing shall be held within twenty (20) days on whether a Tow Permit should be suspended or revoked. Notice of hearing shall be mailed at least ten (10) days before the hearing by certified mail, with a five-day return requested, to the permittee. If any of the foregoing notices are returned undeliverable by the United States Post Office, the hearing shall be continued to a date not less than ten (10) days from the date of the return and may then be conducted on the date to which continued whether or not the party is present.

12.14.180 Hearing officer.

All hearings under this chapter shall be held before a hearing officer. The City Manager, or his/her designee, shall be the hearing officer of the City.

12.14.190 Hearing officer—Power and duties.

The hearing officer shall hear all facts and testimony which he or she deems pertinent. The hearing officer shall not be limited by the technical rules of evidence, but may consider any evidence upon which a prudent person might rely in arranging his or her own affairs. The permittee may appear in person at the hearing or present a written statement in time for consideration at the hearing.

12.14.200 Findings and determination by the hearing officer.

The hearing officer may impose such conditions and take such other action as he or she deems appropriate under the circumstances to carry out the purpose of this chapter. If an interested party makes a written presentation to the hearing officer but does not appear, he or she shall be notified in writing of the decision. The hearing officer shall have thirty (30) days in which to render a decision.

12.14.210 Notice and surrender.

No temporary suspension shall be for a period of more than twenty (20) calendar days. Notice of suspension or revocation shall be given by either personal service on the permittee or by certified mail, return receipt requested and addressed to the address of record on his or her application and, where appropriate, to the address of his or her employer.

12.14.220 Surrender of permit.

A Tow Operator's Permit issued pursuant to this chapter which have been suspended or revoked must be surrendered to the Financial & Administrative Services Director or his/her designee within ten (10) days of the giving of notice to the holder that the Permit has been suspended or revoked. The operation of any Tow Business or driver authorized by any such Permit shall cease upon receipt by the holder of the notice of suspension or revocation. Such notice shall be deemed to have been received by the holder of the Permit when personally delivered to such person or, if given by certified United States mail with return receipt requested, on the second City business day after the notice has been deposited in the United States mail.

12.14.230 Appeal to city council.

Any interested party may appeal the decision of the hearing officer pursuant to the hearing and appeal procedure set forth in Sections 2.04.100 through 2.04.130.

12.14.240 Permits in effect at the time of adoption.

Any Tow Operator Permit in effective at the time this ordinance is adopted shall be null and void unless said Tow Operator is offered a Tow Service Agreement to participate in the City's Rotational Tow Service Program. Said Permit would expire on the date noted on the Tow Operator Permit. A new Tow Operator Permit may be granted at that time if all of the terms and conditions of the City and all regulations of this code are complied with.

SECTION 3: EFFECTIVE DATE

This ordinance shall become effective thirty days after the date of its adoption.

SECTION 4: SEVERABILITY

If any provision of the ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or applications, and the provisions of this ordinance are declared to be severable.

SECTION 5: NOTICE OF ADOPTION

The City Clerk shall certify to the adoption of this ordinance and cause it to be posted in at least three places within the City designated for such posting by the City Council.

Approved and adopted this ____ day of _____, 2010.

Bonnie Flickinger, Mayor

ATTEST:

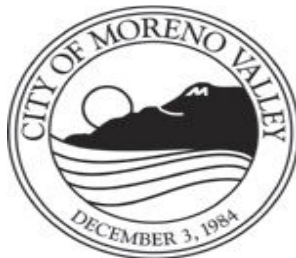
Jane Halstead, City Clerk

APPROVED AS TO FORM:

Robert Hansen, City Attorney

DRAFT

Exhibit "B"



REQUEST FOR PROPOSALS

MORENO VALLEY POLICE DEPARTMENT AND CITY ROTATIONAL TOW SERVICE PROGRAM _____, 2010

The City of Moreno Valley is inviting proposals from qualified tow operators who wish to enter into an agreement with the City for the Rotational Tow Service Program (the "RTS Program") for the removal of vehicles from the public right-of-way (i.e. "Off-Site Vehicle Removal") and for the removal of inoperative vehicles from private property (i.e. "Vehicle Abatement Services"). More specifically, the requested services include, but are not limited to: towing and storing of vehicles involved in accidents or disabled for other causes (when alternate towing is either not appropriate or is not requested by the owner or operator of the vehicle), towing and/or storing of vehicles which for other reasons are within the jurisdiction of the Moreno Valley Police Department, including towing of improperly parked vehicles, vehicles that obstruct or impede the flow of traffic, emergency lanes or walkways, and/or handicapped parking spaces, impounded/forfeited vehicles, and/or vehicles seized for evidence. In addition, the tow operators will service the City's Code Compliance Division of the Community Development Department in the towing and storage of inoperative, abandoned, and dismantled vehicles from private property as set forth in the Chapter 11.24, "Vehicle Abatement", of the City's Municipal Code.

BACKGROUND

An ordinance and agreement for the RTS Program is being developed which will include rules and regulations and performance standards. These will include, but not be limited to; rules governing response time, towing, storage, equipment, storage facilities, fees, customer relations, and disciplinary actions deemed necessary for the Police Department and City to effectively manage the RTS Program. Each participating Tow Operator must agree to abide by the terms and conditions of the agreement. Copies of the ordinance and sample agreement to be executed by the Tow Operator and City are attached as Attachment 1 and Attachment 2, respectively.

Approximately 510 vehicles were towed in 2009 by the Moreno Valley Police Department. Of this amount, approximately 280 vehicles or 56 percent of the vehicles were "30-day impound" vehicles and 230 vehicles or 44 percent were

towed and stored for a variety of reasons. Most of the vehicles towed by the Moreno Valley Police Department are associated with its safe driver checkpoint program. Frequency of these checkpoint programs may vary, however the City currently conducts such events periodically on an as-needed-basis to reduce public safety concerns.

In addition to the Police Department activity, the City's Code Compliance Division anticipates towing approximately 100 vehicles each year from private property and public right-of-ways. Many of the vehicles towed under the City's Vehicle Abatement Program are abandoned, inoperative and/or disabled.

Tow Operators selected to participate in the City's RTS Program shall agree to pay the City for actual and reasonable costs incurred in connection with administration of the RTS Program. Tow Operators will be required to pay a \$2,828 Rotational Tow Service Application Fee at the time an application is filed to with the City Clerk. This fee is non-fundable. If a Tow Operator is approved by the City Council to participate on the City's RTS Program and an agreement is executed by both parties, the Tow Operator must deposit \$5,000 with the City to cover the expenses of the Police Department and City in the administration of the RTS Program during the contract period prior to beginning service. The Police Department and City will drawdown the deposit to covers its cost for the general administration of the RTS Program and terms and conditions of the RTS agreement. At any time a Tow Operator's deposit balance is less than \$500, the Tow Operator shall be required to replenish its account within the 30-day notice by the City. Failure to replenish the account will be cause for suspension and/or revocation of a Tow Operator's Permit.

Proposals from Tow Operators to participate in the City's RTS Program will be evaluated by a qualified evaluation committee comprised of representatives of the City Manager's Office, City Attorney's Office, Police Department, Community Development Department, Human Resources Department, and Financial & Administrative Services Department. The evaluation committee will submit the proposals and its recommendations to the City Council for review and approval of an agreement to participate on the City's RTS Program.

Included in this Request for Proposals (the "RFP") is a summary of Chapter 12.14, "Police and City of Moreno Valley Rotational Tow Service", of the Moreno Valley Municipal Code. Each Tow Operator shall be solely responsible for examining the attached Chapter 12.14 and sample agreement (Attachments 1 and 2) including any Addenda issued during the RFP period, and for informing itself with respect to any and all conditions, which may in any way affect the amount and nature of the Tow Operator's response, or the performance of the services in the event the Tow Operator is selected and an agreement between the two parties is entered into.

It is the responsibility of each Tow Operator to inquire to the City of Moreno Valley, prior to submission of its proposal, any aspect of this RFP which needs clarification or interpretation. If it is determined by the City that the response to the clarification or interpretation is material, a written response will be prepared and distributed as Addenda to all Tow Operators and/or individuals that have received a RFP.

GENERAL REQUIREMENTS

1. A Tow Operator submitting a proposal to participate in the City's RTS Program must have a valid City of Moreno Valley business license to conduct business in the City as a tow operator or business at the time the proposal is submitted for consideration by the City.
2. A tow business/operator submitting an application for the City of Moreno Valley RTS Program shall not have a financial interest in any other tow company and/or applicant within the City of Moreno Valley. Financial interest includes: business license, insurance, tow truck and equipment ownership, employees, and/or storage facility, or real estate.
3. The tow operator, storage yard/office must be located within the City limits and have an active City business license to be considered for the RTS Program. If a Tow Operator's business license becomes inactive, the tow business or operator shall be removed from the RTS Program as set forth in the sample agreement. If a tow operator has more than one storage facility, each location or locations will be reviewed on an individual basis and be approved by the City Council of the City of Moreno Valley before the location is part of the RTS Program.
4. The performance period of the Agreement will be for five (5) years, beginning _____. Tow businesses and/or operators not participating in the Request for Proposals (RFP) process will not be eligible to participate in this City's RTS Program until the City establishes a subsequent open enrollment period.
5. All responses shall be prepared by and at the expenses of the Tow Operator.
6. Each response shall be executed by the Tow Operator's authorized representative or officer.

EVALUATION OF QUALIFICATIONS AND INFORMATION

Responses to the RFP will be evaluated on the basis of various factors, including, but not limited to, the following:

1. Demonstrated financial strength including, but not limited to, the Tow Operator's:
 - a. Current facilities, equipment and personnel,

- b. Capability of securing financing for facilities, equipment, personnel (payroll), upgrades, replacement of vehicles, or other resources, and
 - c. Credit worthiness.
2. Quality of Tow Operator’s existing or proposed facilities, equipment and personnel.
3. Demonstrated and successful completion of services of similar scope and size, including, but not limited to:
 - a. Years of experience as an official police tow service provider or municipal service provider,
 - b. Timeliness of performance, and
 - c. Customer testimonials (i.e., satisfaction/complaints) and references.
4. Other cities’ and clients’ evaluations of the Tow Operator’s prior or current services and any actions taken by such cities or clients regarding the Tow Operator.
5. Demonstrated safety record for the Tow Operator’s tow vehicles and employees.
6. Degree to which the proposer ascertained and addressed the City of Moreno Valley’s needs and priorities.

PROPOSAL SUBMITTAL REQUIREMENTS

Respondents to this RFP should, at a minimum, provide the information requested below. Interested Tow Operators are encouraged to provide additional information not specifically identified below that would help demonstrate their qualifications to provide tow services to the Police Department and City. Tow Operators should not assume their past or current experience with the City demonstrates knowledge of the City’s current needs or that the City representatives that will review the responses possess knowledge of this experience. The evaluation of each response will be based upon the evaluation criteria applied to the proposals submitted.

Each response shall be formatted to provide the following information in sequence.

1. Organizational Information
 - a. Provide your company’s legal or official name and any DBA’s used by the company and documentation to these individuals or officers authorized to commit to its proposal on behalf of the company.
 - b. Provide the company’s organizational structure (e.g., corporation, partnership, LLC, etc.), jurisdiction in which your company is organized and the date of such organization.
 - c. Provide the company’s Federal Tax Identification number.

- d. Provide the name, address, telephone, fax number and e-mail address of the person who will serve as the contact to the Police Department and City with regards to the RFP response, with authorization to make representations on behalf of and bind your company.
- e. Provide proof that your company is currently in good standing in the State of California and has the necessary permits, licenses, etc., to perform the tow services as requested.
- f. Provide a statement that your company accepts all conditions and requirements contained in this RFP, Chapter 12.14 of the Moreno Valley Municipal Code, and sample agreement or a description of any exceptions thereto.

2. Facilities, Equipment and Personnel

- a. Facilities. Provide the address of your towing business' administrative office(s) and vehicle storage facility(ies). A fully dimensioned Site Plan of the tow operator's administrative office/storage yard shall be submitted with the application package. Plans shall be drawn to an engineer scale not to exceed 1" = 50' or less than 1" = 20', with a north arrow oriented to top of the Plan. The Plan shall be prepared as follows:
 - I. Name, address and phone number of the applicant/tow operator,
 - II. Property lines and lot dimensions,
 - III. Dimensions of all access points to the site (pedestrian and vehicular), off-street parking areas, loading areas, and parking spaces for customers and employees,
 - IV. Location of all building structures and the distances between buildings and the property lines,
 - V. Location of all driveways and landscape planters or areas,
 - VI. Location of all building security lights and parking lot lights (refer to Chapter 12.14 for security requirements),
 - VII. Location and type of perimeter fencing, and
 - VIII. Evidence that indicates the lot will accommodate the minimum number of cars required in Chapter 12.14 and comply with the required parking standards outlined in Chapter 9.11 of the Moreno Valley Municipal Code.
- b. A Deed of Trust or other legal document identifying ownership of the property to be used for a towing business shall be submitted with a towing operator's proposal. If the towing business leases the property for a towing business, provide copies of the lease or other documentation that the property owner has agreed to the use of the property for a towing business.
- c. Please list any secondary facilities and provide the same information as requested in the previous paragraph (2,a).
- d. Equipment. Identify in detail each vehicle and related equipment towing business would utilize in the City's RTS program (Class A, B, C, and D tow trucks). Include the make, model, year and equipment of each

- vehicle. The Tow Operator must provide a copy of current California Highway Patrol Forms CHP407F, Safetynet Driver/Vehicle Inspection Report and CHP 234B, Tow Truck Inspection Guide for each Tow Truck participating in the RTS Program. Please describe and/or include a copy of the company's vehicle replacement policy.
- e. Personnel. Identify all personnel that will provide services under the City's RTS Program. Include all drivers, supervisory and office personnel. The Tow Operator may use the appropriate CHP Form for a rotational tow agreement as long as said forms are current. Identify the towing business' recruitment, training and customer service practices.
3. Financial/Organizational Information
- a. Provide a brief history of the towing business and its towing services experience. Include the experience of the company's key management personnel.
- b. Provide a description of the ongoing program(s) the company has in place to identify substance abuse and to ensure maintenance of an alcohol and drug free work place.
- c. Identify how your towing business will provide the required monthly reports to include tracking of stored/impounded vehicles, release of vehicles, and other information you feel is pertinent to the RTS Program and as requested in Chapter 12.14 of the Moreno Valley Municipal Code.
- d. Provide certificate of insurance evidencing the insurance coverage carried by your company meets the City's minimum coverage limits listed in the agreement attached as Attachment 2.
- e. Identify the years of experience that you have as an official police/city tow service provider.
- f. List any contracts your towing business currently has or has had in the recent past (last five years), similar to the City's requirements. Give the name and contact information for each reference.
- g. State any complaints the towing business has received from cities it has contracted with within the past two years. Include equipment violations, inspection citations, etc.
- h. Indicate whether or not your towing business has been suspended or terminated from a towing program operated by another governmental agency. State the reasons for the suspension and/or termination.
- i. Describe the towing business' safety policies and all safety training provided to your employees. If the towing business has been cited, suspended or terminated for safety violations, please supply the date and description the violation and/or incident.
- j. Provide your towing business collection procedure(s) and policy(ies).
- k. Provide information about how the towing business would move a large number of vehicles in a short period of time (i.e., 10 vehicles in an hour).

4. Rates for Service

- a. Fees charged to a vehicle's owner or authorized agent for response calls originating from the Police Department or the City, shall be reasonable and not in excess of those rates charged for similar services provided in response to requests initiated by any other public agency or private person. The reasonableness of the fees charged will be determined in the following manner (California Highway Patrol Form CHP 234A may be used to list rates for services):
 - I. The towing operator shall submit his/her proposed hourly rate to the city as part of this RFP. The City Council shall determine the validity and reasonableness of the submitted rate.
 - II. Validity will be based upon telephone quotes, posted rates, charges to retail customers, etc. Any submitted rate in excess of a towing business' retail rate will be considered invalid and will not be accepted. A towing business who submits an invalid rate shall not be allowed to resubmit a new rate and will be disqualified from City's RTS Program until the next enrollment period.
 - III. Reasonableness shall be determined as compared to other rates. A Tow Operator who submits a rate that is determined to be excessive shall be allowed to resubmit his/her rates only once during this contract period.
 - IV. Provide your storage and any other fee your towing business charges an owner of a vehicle or his/her authorized agent.
 - V. The Tow Operator shall submit a mark-up rate (percentage of the cost to the Tow Operator) for retail equipment and specialized labor not otherwise listed on the application.

RFP SUBMISSION AND DEADLINE

Tow businesses and operators interested in participating in the City of Moreno Valley RTS Program shall submit the requested information, completed forms, and any other pertinent information and an RTS Application Fee of \$2,828 made payable to the "City of Moreno Valley" to:

Jane Halstead, City Clerk
City Clerk's Office
City of Moreno Valley
14177 Frederick Street
Moreno Valley, CA 92552

All proposals shall be sealed within one envelop and clearly marked "**REQUEST FOR PROPOSALS – MORENO VALLEY POLICE DEPARTMENT AND CITY ROTATIONAL TOW SERVICE PROGRAM.**"

Proposals are due to the City of Moreno Valley City Clerk's Office before 4:30 p.m. on _____, 2010. An applicant shall submit five (5) copies of the proposal

and one (1), unbound 8 $\frac{1}{2}$ " x 11" black and white copy that is reproducible and a complete (i.e., text, forms, plans, etc.) electronic copy in a Adobe, PDF format.

Failure to comply with the instruction set forth in the RFP will be considered as non-responsive and will not be accepted. If you cannot meet one or more of the terms and conditions of this RFP and/or the regulations set forth in Chapter 12.14 of the Moreno Valley Municipal Code, you must list separately those items and provide an explanation why such terms and conditions and regulations cannot be met. Furthermore, the City Council reserves the right to reject any and all bids at any time during this process and waive any discrepancies and/or irregularities in submitted proposals as it deems appropriate.

The city assumes no responsibility for delays caused by any package or mail delivery service. Postmarking, faxed or e-mail proposals by the due date **WILL NOT** substitute for receipt of a submittal. Additional time will not be granted to any single proposer; however, additional time may be granted to all proposers when the City determines that circumstances require it.

Any questions regarding this RFP should be directed to Rick Hartmann, Interim Assistant City Manager at Moreno Valley City Hall by telephone at (951) 413-3030 or via e-mail at rickh@moval.org.

Attachments: 1; Chapter 12.14 of the Moreno Valley Municipal Code
 2; City Agreement

DRAFT

Attachement 1

Chapter 12.14 Police and City of Moreno Valley Rotational Tow Service
(To be attached)

DRAFT

Attachment 2

CITY of Moreno Valley
INDEPENDENT CONTRACTOR AGREEMENT
Rotational Tow Services Program

This Agreement is made by and between the CITY of Moreno Valley, California, a municipal corporation, hereinafter referred to as the "CITY", and the following named independent contractor, hereinafter referred to as the "TOW OPERATOR," based upon CITY policies and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as an independent contractor; and
- B. The public interest, convenience, necessity and general welfare will be served by this Agreement.

This Agreement is made and entered into effective the date the CITY signs this Agreement.

1. TOW OPERATOR INFORMATION

Tow Operator's Business/Company Name: _____
 Authorized Representative: _____
 Address: _____
 CITY: _____ State: _____ Zip: _____
 Business Phone: (____) _____ Fax No. (____) _____
 E-mail address/Web site: _____
 Other Contact Number: _____
 Social Security Number: _____
 Business License Number: _____
 Federal Tax I.D. Number: _____

2. TOW OPERATOR SERVICES, FEES, AND RELEVANT DATES

W I T N E S S E T H

WHEREAS, the CITY seeks to engage the services of the TOW OPERATOR to participate in CITY Rotational Tow Services Program for towing services throughout the City of Moreno Valley for the removal of vehicles from the public right-of-way (i.e., "Off-site Vehicle Removal") and the removal of inoperable vehicles from private property (i.e., "Vehicle Abatement Services") at no cost or charge to the CITY, or its contract services with the Riverside County Sheriff's Department and the Riverside County Fire Department and its service provider, Cal Fire, and

WHEREAS, the CITY agrees to utilize, on a rotational basis, for Off-Site Vehicle Removal and Vehicle Abatement Services, only those TOW OPERATOR(s) located in the City of Moreno Valley, as defined herein and as set forth in Chapter 12.14, Police and City of Moreno Valley Rotational Tow Service of the Moreno Valley Municipal Code and attached hereto as Exhibit “A” and made a part hereof, who have signed an Agreement with the CITY, and

WHEREAS, the TOW OPERATOR who is a signatory to this Agreement, has completed and submitted the necessary information and other documents required by the CITY (hereinafter call “Request for Proposal or RFP”) attached hereto as Exhibit “B” and made a part hereof, to provide Rotational Towing Services within its corporate boundaries, and

WHEREAS, the TOW OPERATOR represents that it has the necessary expertise, licenses, equipment, storage facilities, personnel, and insurance and has been issued a CITY Tow Operator’s Permit and Tow Truck Permit(s) in accordance with Chapter 5.02, Business License and Chapter 12.14 of the Moreno Valley Municipal Code to meet all requirements of the CITY to provide towing services within the City of Moreno Valley, and

WHEREAS, the CITY has relied upon TOW OPERATOR’s representations in entering into this Agreement.

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

- A. The TOW OPERATOR’s Proposal. The TOW OPERATOR’s proposal is described in Exhibit “C” attached hereto and incorporated herein by this reference.
- B. Contract Period. The TOW OPERATOR Starting Date is _____ and the TOW OPERATOR Ending Date is _____. The TOW OPERATOR shall not be responsible for delays caused by others or delays beyond the TOW OPERATOR’s reasonable control (excluding delays caused by non-performance or unjustified delay by TOW OPERATOR, or his/her/its employees).
- C. General Responsibilities of TOW OPERATOR.
 - I. TOW OPERATOR shall provide towing services at the request and direction of the Riverside County Sheriff’s Department (herein after referred to as “Moreno Valley Police Department”) and CITY’S Code & Neighborhood Services Division for all tows necessary from public right-of-way and from private property. Calls for towing services shall be initiated by the MORENO

VALLEY POLICE DEPARTMENT and/or by the CITY'S Code & Neighborhood Services Division under the CITY'S Vehicle Abatement Program.

- II. The OPERATOR shall be responsible for reasonable cleanup of debris left at the scene of a collision or at the direction of the MORENO VALLEY POLICE DEPARTMENT.
- III. There shall be no charge or fee to the CITY, or MORENO VALLEY POLICE DEPARTMENT or the CITY'S Code & Neighborhood Services Division for any towing services by the OPERATOR to include vehicles towed at the request of the CITY/MORENO VALLEY POLICE DEPARTMENT in which the vehicle is used in the commission of a crime or other matters in which the vehicle must be impounded for investigation and/or further analysis. All charges or fees shall be applied only to the legal owner or registered owner of the vehicle or to the property owner as appropriate. All reference to charges or fees in this Agreement thereto shall refer to charges against the vehicle owner and not to the CITY, MORENO VALLEY POLICE DEPARTMENT or CITY'S Code & Neighborhood Services Division.
- IV. The TOW OPERATOR shall maintain records of tow services furnished including a description of vehicles, nature of service and time and location of calls. Such records may be inspected at any time by the MORENO VALLEY POLICE DEPARTMENT and CITY. The OPERATOR shall mark the windshield of each vehicle towed as part of the CITY Rotational Tow Services Program to read: "MOVAL" and either "I" for "impounded" or "S" for "stored".
- V. The TOW OPERATOR and its tow truck drivers shall maintain, during the entire contract period, proper licenses, in accordance with California Vehicle Code Section 12804 and the CITY as set forth in Chapter 12.14 of the Moreno Valley Municipal Code.
- VI. Towing vehicles will be maintained in compliance with the provisions of Sections 24605, 25253, 25300, 27700, and 27907 of California Vehicle Code and Section 9701 of the Revenue and Taxation Code and the CITY as set forth in Chapter 12.14 of the Moreno Valley Municipal Code.

D. Fees for Special Operations

- I. For special operations involving Class B, C, and D tow trucks, the TOW OPERATOR shall submit his/her proposed fees for vehicle recovery operations and load salvage operations to the CITY. Fees shall be reasonable and consistent with industry standards for similar operations. Charges in excess of the one hour minimum charge outlined in this section may be charged in fifteen-minute increments.

- a. Hourly rates shall be established for the following:
 - 1) Auxiliary Equipment, e.g., airbags, converter gear/dolly, additional trailers, etc.
 - 2) Contracted Equipment, e.g., airbags, converter gear/dolly, additional trailers, forklifts, scoop loaders, etc.
 - 3) Contract labor.
 - b. The CITY shall determine the reasonableness of the fees for these types of operations, based upon the average of the proposed fees submitted and a comparison to industry standards for similar operations.
 - II. If the TOW OPERATOR performs a service for which a required rate was not submitted to, and/or approved by the CITY, the TOW OPERATOR shall only be entitled to charge for the actual cost of that service. Example: contract labor rate not submitted, the TOW OPERATOR may only charge for the actual rate paid for the labor.
- E. Release of Stored or Impounded Vehicle. No vehicle shall be released to a vehicle's owner or authorized representative or agent without prior written approval from the CITY to release the vehicle from the OPERATOR's possession.

3. STANDARD TERMS AND CONDITIONS

- A. Control of Work. TOW OPERATOR is solely responsible for the content and sequence of the work, and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The CITY will not provide any training to TOW OPERATOR or his/her/its employees.
- B. Intent of Parties. TOW OPERATOR is, and at all times shall be, an independent contractor and nothing contained herein shall be construed as making the TOW OPERATOR or any individual whose compensation for services is paid by the TOW OPERATOR, an agent or employee of the CITY, or authorizing the TOW OPERATOR to create or assume any obligation or liability for or on behalf of the CITY, or entitling the TOW OPERATOR to any right, benefit, or privilege applicable to any officer or employee of the CITY.
- C. Responsibilities of the CITY. The MORENO VALLEY POLICE DEPARTMENT and CITY'S Code Compliance Division will maintain rotational lists composed solely of the TOW OPERATOR who is signatories to the Agreement unless as otherwise provided for by MORENO VALLEY POLICE DEPARTMENT or CITY procedure. To the greatest extend feasible, the MORENO VALLEY POLICE

DEPARTMENT and CITY'S Code Compliance Division shall use the same rotational list.

- D. Legal Considerations. The TOW OPERATOR shall comply with applicable federal, state, and local laws in the performance of this Agreement.
- E. TOW OPERATOR Indemnification. TOW OPERATOR shall indemnify, defend and hold the CITY, the Community Redevelopment Agency of the City of Moreno Valley (RDA), and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of TOW OPERATOR's performance of the work contemplated by this Agreement. Acceptance of this Agreement signifies that the TOW OPERATOR is not covered under the CITY's general liability insurance, employee benefits, or worker's compensation. It further establishes that the TOW OPERATOR shall be fully responsible for such coverage.
- F. CITY Indemnification. The CITY agrees to indemnify, defend and save the TOW OPERATOR and its officers, agents and employees harmless from any and all liability, claims, damages or injuries to any person, including injury to the CITY's, RDA's and CSD's employees and all claims which arise from or are connected with the negligent performance or failure to perform the services or other obligations of the CITY under this Agreement, or are caused or claim to be caused by the negligent acts of the CITY, RDA and CSD, their officers, agents or employees, or its contractor(s) or any person acting for the CITY or under its control or direction; provided, however, that this indemnification and hold harmless shall not include any claims arising from the negligence or willful misconduct of the TOW OPERATOR, its officers, agent, or employees.
- G. Insurance Requirements. Where determined applicable by the CITY, TOW OPERATOR will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII—Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California:
 - I. General Liability Insurance: To protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the TOW OPERATOR, sub-

TOW OPERATOR, or any person acting for the TOW OPERATOR or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of the Agreement and any extension thereof in the minimum amounts provided below:

- a. Bodily Injury \$1,000,000 per occurrence/ \$2,000,000 aggregate
- b. Property Damage \$500,000 per occurrence/ \$500,000 aggregate

II. Minimum Limits of Insurance: Commercial Business Automobile Liability: \$500,000 per accident for bodily injury and property damage with a combined single limit for Class A tow trucks. The combined single limits for Class B, C, and D shall be not less than \$1,000,000. These minimum standards are to include non-owned and hired auto coverage.

III. On-Hook Coverage: Insuring the vehicle in tow with limits based on the size of the tow truck.

- a. Class A Tow Truck: \$ 25,000
- b. Class B Tow Truck: \$ 50,000
- c. Class C Tow Truck: \$100,000
- d. Class D Tow Truck: \$100,000

III. Garage Liability: Includes premises and operations. Coverage for bodily injury and property damage with a combined single limit of not less than \$50,000.

a. Garage Keepers Liability: Shall be the same minimum as on-hook coverage for vehicles in the care, custody, and control of the TOW OPERATOR in the storage yard.

b. Uninsured Motorist: Legal minimum combined single limit. In no case shall the required insurance coverage have a deductible greater than \$1,000.

c. Deductibles and Self-Insured Retention: Any deductible of self-insured retention must be declared to and approved by the CITY. At the option of the CITY, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respect to the City, its officers, officials, employees and volunteers; or the OPERATOR shall provide a financial guarantee satisfactory to the CITY guaranteeing payment of losses and related investigations, claim administration and defense expenses.

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

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

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

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

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

- H. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by TOW OPERATOR in the course of performing or otherwise as a result of its work, shall become the sole property of the CITY unless explicitly stated otherwise in this Agreement. The TOW OPERATOR may retain copies of any and all material, including drawings, documents, and specifications, produced by the TOW OPERATOR in performance of this Agreement. The CITY and the TOW OPERATOR agree that to the extent permitted by law, until final approval by the CITY, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- I. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current Proposal as attached (Exhibit “C”). This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- J. Suspension, Revocation and Termination. The CITY may suspend or revoke a TOW OPERATOR’s permit as set forth in Chapter 12.14 of the Moreno Valley Municipal Code. In the event the CITY revokes the TOW OPERATOR’s permit, this agreement with the TOW OPERATOR shall be terminated by giving at least ten (10) days written notice to the TOW OPERATOR. The written notice shall specify the date of termination. In the event the CITY terminates this Agreement for cause, the TOW OPERATOR shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
- K. Recovery of City Administrative Fees and Costs. In accordance with California Vehicle Coded Section 12110(b) and in consideration of the CITY’s granting of the right to tow, impound and store vehicles at the direction of the CITY pursuant to this agreement, each TOW OPERATOR shall pay the CITY for its actual and reasonable costs incurred in administering the agreement and operating a RTS Program. The administrative costs of operating a RTS Program to be recovered are, but not limited to, the following: developing a RFP and Agreement, issuance of permits, annual meeting, site inspections, DUI checkpoint coordination, correspondence with TOW OPERATOR, review of monthly reports, and enforcement of terms and conditions of the RFP, TOW OPERATOR’s Proposal, and Chapter 12.14 of the Moreno Valley Municipal Code.

Prior to the beginning of service, the TOW OPERATOR shall deposit with the CITY \$5,000 to cover the City of Moreno Valley's reasonably borne administrative costs (i.e., salary plus direct and indirect costs) of MORENO VALLEY POLICE DEPARTMENT and CITY personnel involved in operating the RTS Program. At such time the balance of the deposit is less than \$500, the CITY shall notify the TOW OPERATOR in writing to replenish said deposit. If the TOW OPERATOR fails to replenish the deposit within thirty (30) calendar days from the date of the written notice, the CITY shall suspend the TOW OPERATOR from the RTS Program until the funds are received by the CITY. If the TOW OPERATOR fails to replenish the deposit amount within sixty (60) days, this agreement with the TOW OPERATOR shall be terminated and removed from the RTS Program for the remainder of the contract period. Any outstanding CITY administrative fees are immediately due and payable.

- L. Restrictions on CITY Employees. The TOW OPERATOR shall not employ any CITY employee or official in the work performed pursuant to this Agreement. No officer or employee of the CITY shall have any financial interest in this Agreement in violation of federal, state, or local law.
- M. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.

SIGNATURE PAGE TO FOLLOW

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

CITY OF MORENO VALLEY

TOW OPERATOR

BY: _____
Bonnie Flickinger, Mayor

BY: _____

TITLE: _____
(President/Vice President/Other)

Date

Date

BY: _____

TITLE: _____
(Corporate Secretary/Other)

Date

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

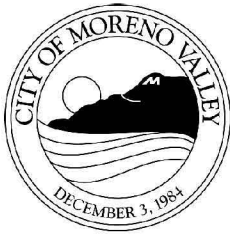
Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

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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: Kyle Kollar, Interim Director of Community Development

AGENDA DATE: May 25, 2010 (continued from May 11, 2010)

TITLE: Proposed Rancho Belago Sign Program (aka "Rancho Belago Community Signage Design Submittal")

RECOMMENDED ACTION

Staff recommends that the City Council: 1) consider the Rancho Belago Sign Program and take action as deemed appropriate; and 2) consider appropriating \$85,000 from the General Fund—Account Number 00010.66010—toward the manufacture, installation, or maintenance of signs included in the Rancho Belago Sign Program and take action as necessary.

BACKGROUND

At its regular meeting of April 27, 2010, the City Council engaged in some discussion about the proposed Rancho Belago Sign Program, but was advised by the City Attorney that because consideration/adoption of said program was not a listed action item on that meeting's agenda, any action toward adopting the Program should await the matter's being formally agendized.

The Rancho Belago Sign Program (aka the document "Rancho Belago Community Signage Design Submittal") is provided as an attachment to this staff report and is available for Council's adoption via a resolution, also attached.

DISCUSSION

The proposed Sign Program proposes up to thirty (30) community identification signs and nine (9) community amenity directional signs mounted on new freestanding poles, sixteen (16) community identification signs and nine (9) community amenity directional signs mounted on existing City or Southern California Edison streetlight poles, and fifty-one (51) community identification banners mounted on existing streetlight poles.

Tentative locations for the one hundred fifteen (115) proposed signs are identified in the proposed Program.

Also proposed is a new design for residential tract directional signs (these signs are installed by the Building Industry Association under separate agreement with the City). No specific locations for these signs are indicated, since such is driven by builder requests for signs advertising their projects.

Adoption of the proposed sign program would create a framework for installation, over time, of the signs described above. An issue highlighted by the City Attorney concerning potential trademark infringement with respect to the specific sign design reflected in the proposed sign program awaits further assessment not concluded at the time of this report's preparation.

FISCAL IMPACT

At its regular meeting of April 27, 2010, the City Council voted to allocate up to \$85,000 for the manufacture, installation and maintenance of the signs included in the proposed Rancho Belago Sign Program. As follow-through to that action, a 'formal' appropriation of these monies--provided by the General Fund--is necessary (see recommended action, above).

ATTACHMENTS/EXHIBITS

- 1) Rancho Belago Sign Program (aka "Rancho Belago Community Signage Design Submittal") (PG 703-718)
- 2) Proposed Resolution Adopting the Rancho Belago Sign Program (PG 719-720)

Prepared By:

Kyle Kollar
Interim Director of Community Development

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



RANCHO BELAGO

RANCHO BELAGO COMMUNITY SIGNAGE DESIGN SUBMITTAL
PREPARED FOR THE MORENO VALLEY CITY COUNCIL AND THE RANCHO BELAGO ECONOMIC COUNCIL

ATTACHMENT 1



Table of Contents

Sheet Number	Sheet Title
RB - INT	Introduction
RB - 1.0	Sign Type 1; Freestanding Community Identification Sign
RB - 1.1	Sign Type 1; Freestanding Community Identification Sign - Photo Simulation
RB - 2.0	Sign Type 2; Light Pole Mounted Community Identification Sign
RB - 2.1	Sign Type 2; Light Pole Mounted Community Identification Sign - Photo Simulation
RB - 3.0	Sign Type 3; Light Pole Mounted Community Identification Banners
RB - 3.1	Sign Type 3; Light Pole Mounted Community Identification Banners - Photo Simulation
RB - SP 1	Community Identification Sign Location Plan
RB - 4.0	Sign Type 4; Freestanding Community Amenity Directional Sign
RB - 4.1	Sign Type 4; Freestanding Community Amenity Directional Sign - Photo Simulation
RB - 5.0	Sign Type 5; Light Pole Mounted Community Amenity Directional Sign
RB - 5.1	Sign Type 5; Light Pole Mounted Community Amenity Directional Sign - Photo Simulation
RB - 6.0	Sign Type 6; Residential Product Directional Sign
RB - 6.1	Sign Type 6; Residential Product Directional Sign - Photo Simulation
RB - SP 2	Community Directional Sign Location Plan

Introduction

Statement of Purpose

As Rancho Belago unveils itself, sign components will play a crucial role. This new community will be identified by a series of sign images that set it apart from neighboring areas. The scale, placement and design of these images have been carefully planned to create a clear sense of style for residents and visitors alike. In the pages that follow, you will be introduced to sign imagery that gives Rancho Belago a unique character that speaks strongly of the quality that awaits within. The data contained here will clearly define and depict our intended scope of work. As a general introduction, the following notes will aid in outlining the working methodology that contributed to the creation of each sign type.

Community Identification Signs

These markers have been strategically located at entry points to Rancho Belago as well as at key locations within the community. The design, colors and material composition of these signs speak of a classic and stylish permanence. These signs are either freestanding units or logo panels mounted to existing light poles, depending upon the site conditions at each proposed location.

Community Identification Banners

Throughout the community at rhythmic intervals, decorative banners will be affixed to existing light poles. The banners may appear as single units, or as multiple pieces in sequence. Their primary role is to portray Rancho Belago as a desirable and vital destination through the use of lifestyle images.

Community Amenity Directional Signs

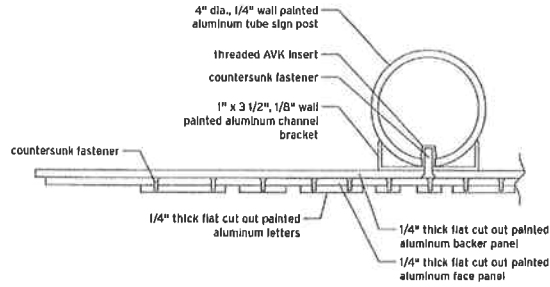
In order to enhance the presence of key public amenities within Rancho Belago, wayfinding signs will be installed. The signs will be located along vehicular approaches to each amenity from a variety of directions. In addition to providing a practical wayfinding service, these signs will also reinforce the existence of the amenities to those traveling throughout the community.

Residential Product Directional Signs

We are proposing a new design configuration for these directional signs. We will perform a full survey of the existing signs and install new signs where appropriate based upon the current marketing needs of existing residential subdivisions.

General Comments

A community identification change requires a detailed evaluation of the physical conditions of the site. Having performed this evaluation, our proposal reflects an honest attempt to integrate our sign components into their surroundings. Locations, scale, and design details have been established to effectively identify Rancho Belago while also promoting fluid vehicular movement. We believe that our proposal will effectively achieve these goals.



A Details

Scale: 3" = 1'-0"



2 Details

Scale: 1" = 1'-0"

Freestanding Community Identification Sign

Layered flat cut out sign panel secured to project themed post. Base panel to be 1/4" thick flat cut out painted aluminum with decorative scrolls secured to bracket. Face panel to be 1/4" thick painted aluminum with 1/4" thick flat cut out painted aluminum letters, applied die cut vinyl border and protective clearcoat. Post to be 4" round painted aluminum with cast aluminum decorative finial and base cladding.



1 Location Elevation

Scale: 3/8" = 1'-0"



1 Typical Photo Simulation

Scale: n.t.s.

The Design Factor

26432 Las Alturas Avenue
Laurel Hills, CA 92653
(949) 360-5750
Fax: (949) 643-2063

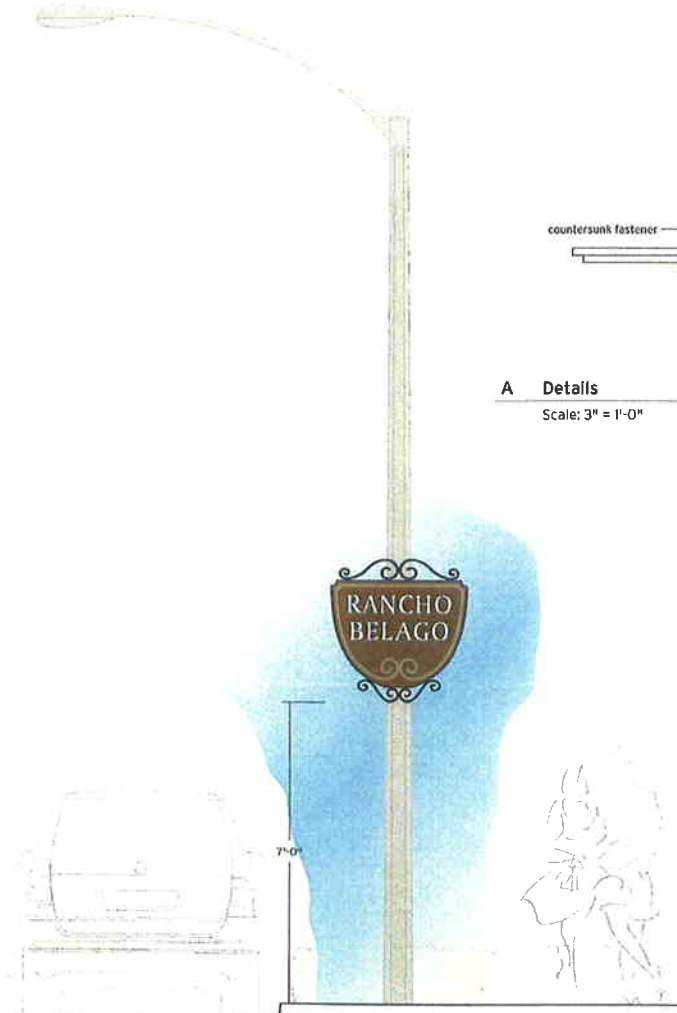
Project
Rancho Belago
Community Signage

Sheet Title
Sign Type I:
Freestanding Community
Identification Sign - Photo Simulation

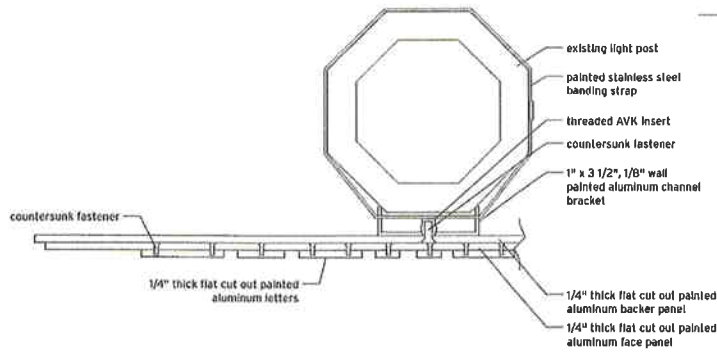
Sheet Number
RB - 1.1
Date
08-10-07

-707-

Item No. G.8



1 Elevation
Scale: 3/8" = 1'-0"



A Details
Scale: 3" = 1'-0"

Light Pole Mounted Community Identification Sign

Layered flat cut out sign panel secured to existing street light pole with painted aluminum bracket and stainless steel straps. Base panel to be 1/4" thick flat cut out painted aluminum with decorative scrolls secured to bracket. Face panel to be 1/4" thick painted aluminum with 1/4" thick flat cut out painted aluminum letters, applied die cut vinyl border and protective clearcoat.



2 Details
Scale: 1" = 1'-0"



1 Typical Photo Simulation

Scale: n.t.s.

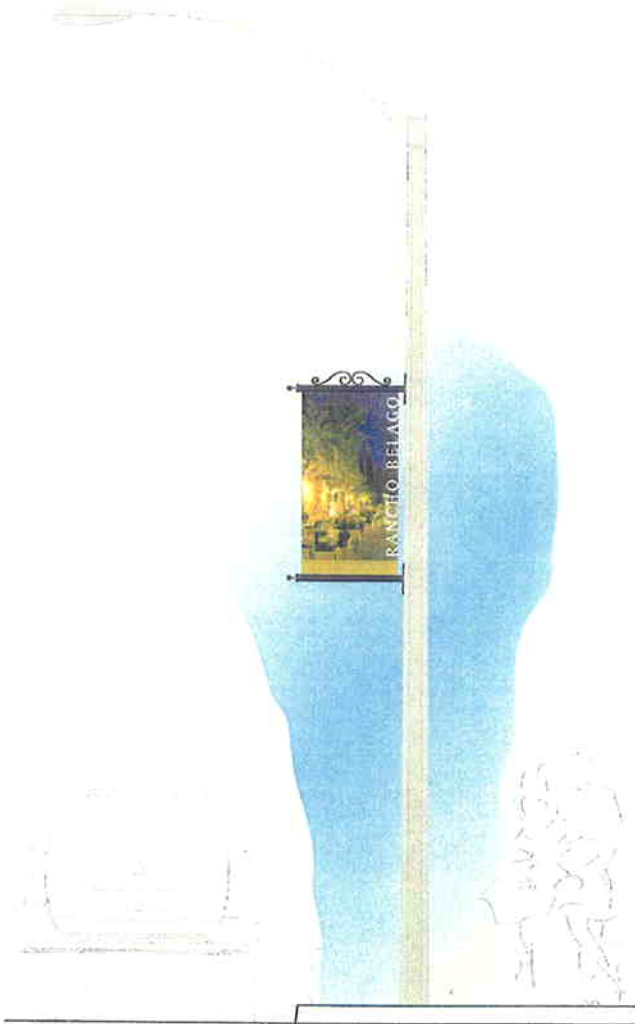
The Design Factor

26432 Las Alturas Avenue
Laguna Hills, CA 92653
(949) 360-5750
Fax: (949) 643-2863

Project
Rancho Belago
Community Signage

Sheet Title
Sign Type 2:
Light Pole Mounted Community
Identification Sign - Photo Simulation

Sheet Number
RB - 2.1
Date
08-10-07



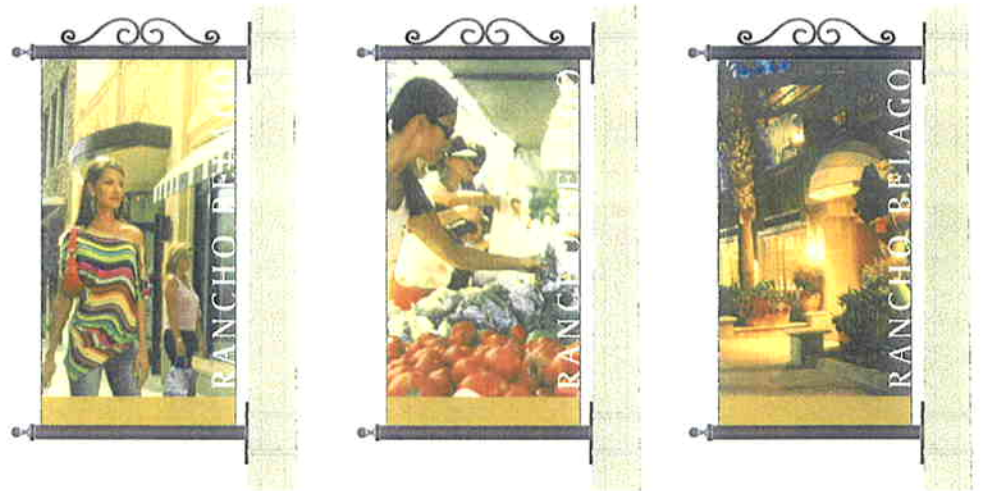
1 Elevation

Scale: 3/8" = 1'-0"

Light Pole Mounted Community Identification Banners

Two sided digitally printed vinyl banners secured to fabricated painted aluminum armatures. Armatures secured to existing street Light pole with stainless steel straps.

Note: The Images shown are typical. Actual Images are in the process of being selected.



2 Detail

Scale: 3/4" = 1'-0"



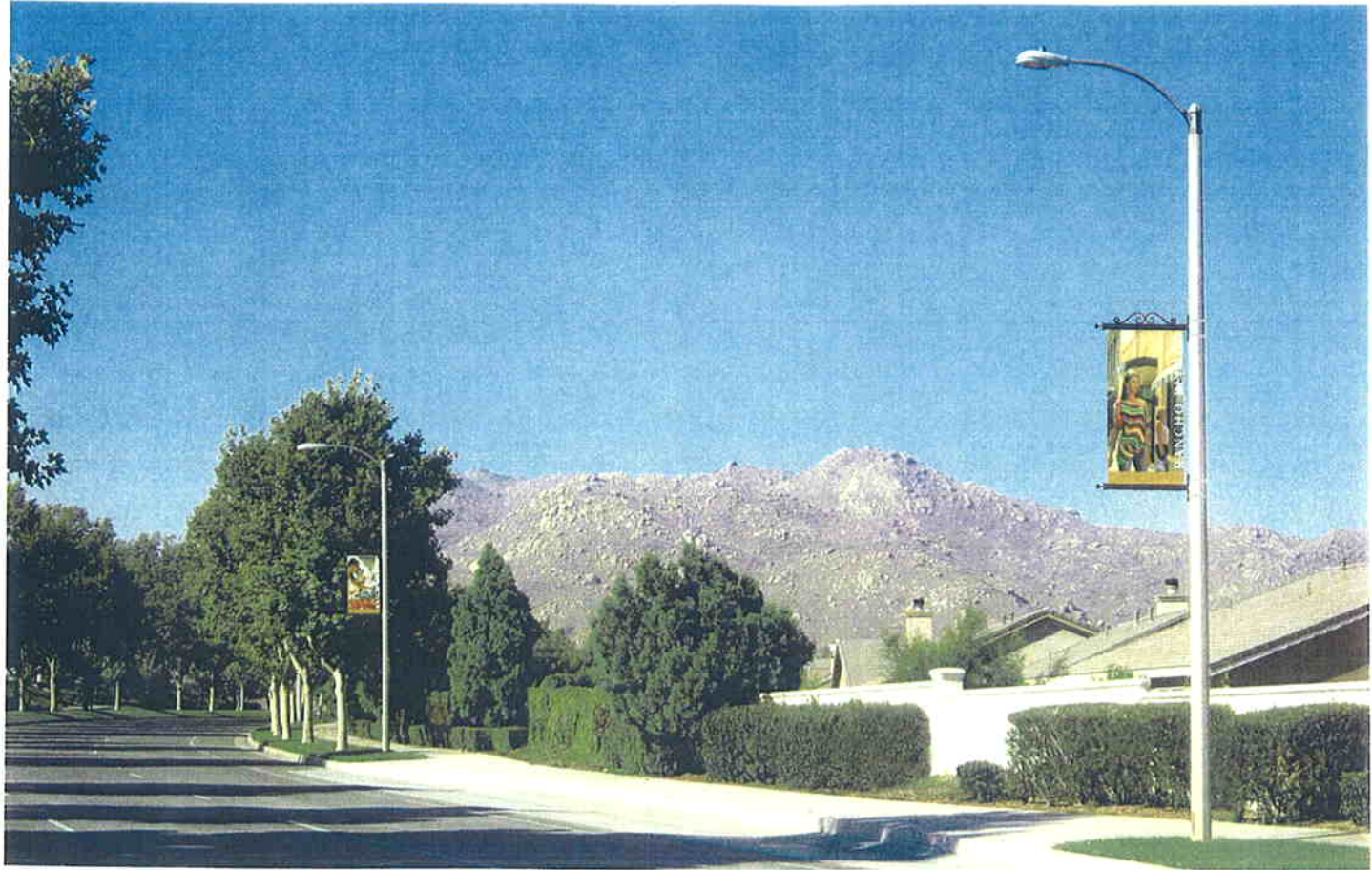
The Design Factor

26432 Las Alturas Avenue
Laguna Hills, CA 92653
(949) 360 5750
Fax: (949) 643-2863

Project
Rancho Belago
Community Signage

Sheet Title
**Sign Type 3;
Light Pole Mounted Community
Identification Banners**

Sheet Number
RB - 3.0
Date
08-10-07



1 Typical Photo Simulation
Scale: n.t.s.

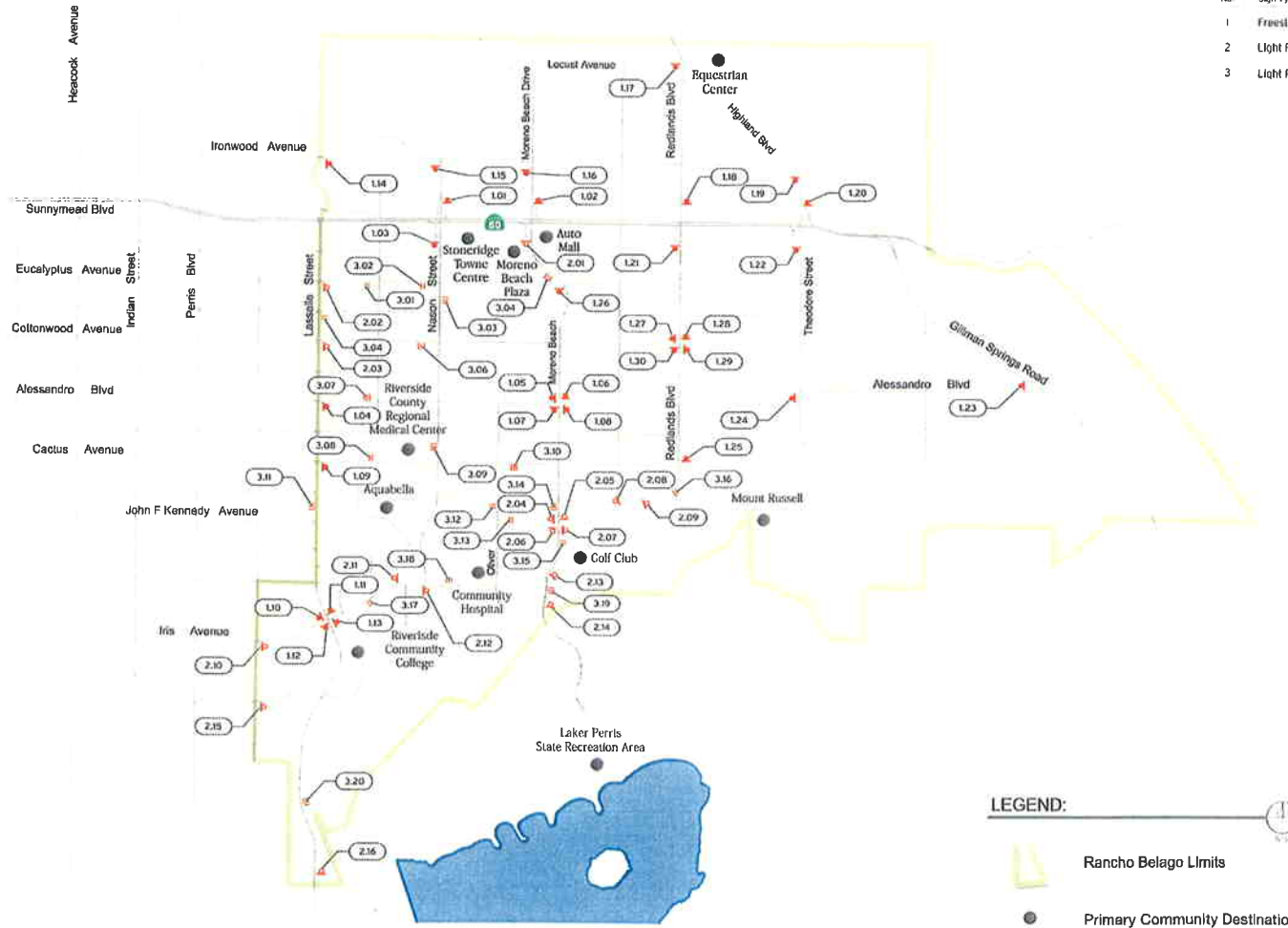
•••••
The Design Factor

26432 Las Alturas Avenue
Laguna Hills, CA 92653
(949) 360-5750
Fax: (949) 643-2863

Project
Rancho Belago
Community Signage

Sheet Title
Sign Type 3;
Light Pole Mounted Community
Identification Banners -
Photo Simulation

Sheet Number
RB - 3.1
Date
08-10-07



Community Identification Signs

No.	Sign Type	Quantity
1	FreeStanding Community Identification Sign	30
2	Light Pole Mounted Community Identification Sign	16
3	Light Pole Mounted Community Identification Banners	51

1 Sign Locations

Scale: n.t.s.



2 Details

Scale: 1" = 1'-0"

Freestanding Community Amenity Directional Sign

Single sided sign with layered flat cut out sign panel secured to project themed post. Base panels with decorative scrolls to be 1/4" thick flat cut out painted aluminum secured to bracket. Face panel to be 1/8" thick painted aluminum with 1/4" thick flat cut out painted aluminum letters, applied die cut vinyl border and protective clearcoat. Post to be 4" round painted aluminum with cast aluminum decorative finial and base cladding.

1 Location Elevation

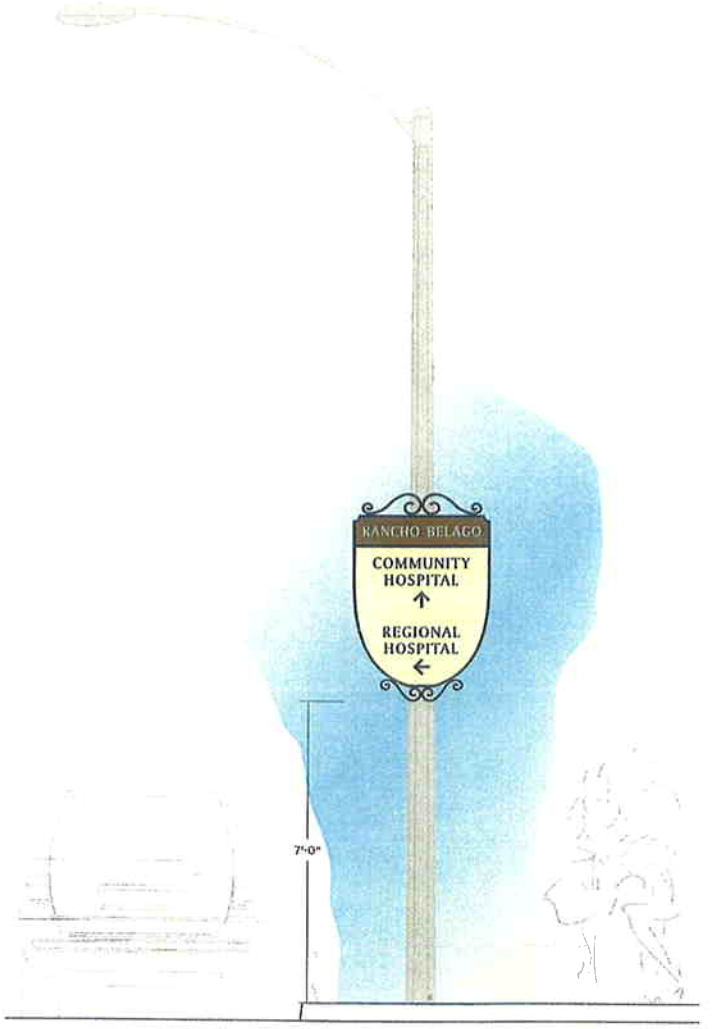
Scale: 3/8" = 1'-0"





1 Typical Photo Simulation

Scale: n.t.s.



1 Elevation

Scale: 3/8" = 1'-0"

Light Pole Mounted Community Amenity Directional Sign

Single sided sign with layered flat cut out sign panel secured to existing street light pole.
 Base panels with decorative scrolls to be 1/4" thick flat cut out painted aluminum secured to bracket. Face panel to be 1/8" thick painted aluminum with 1/4" thick flat cut out painted aluminum letters, applied die cut vinyl border and protective clearcoat.



2 Details

Scale: 1" = 1'-0"



1 Typical Photo Simulation

Scale: n.t.s.



1 Elevation

Scale: 3/4" = 1'-0"


The Design Factor

26432 Las Alluras Avenue
Laguna Hills, CA 92653
(949) 360-5750
Fax: (949) 643-2863

Project
Rancho Belago
Community Signage

Sheet Title
Sign Type 6:
Residential Product Directional Sign

Sheet Number
RB - 6.0
Date
08-10-07



1 Typical Photo Simulation

Scale: n.t.s.

RESOLUTION NO. 2010-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, ADOPTING THE RANCHO BELAGO SIGN PROGRAM

WHEREAS, the City Council adopted a resolution in February, 2007, to designate the neighborhood/community name of Rancho Belago to a portion of eastern Moreno Valley; and,

WHEREAS, the City is in receipt of a document entitled 'Rancho Belago Community Signage Design Submittal', which proposes a variety of sign types at various locations, intended to promote a sense of "...unique character..." for the Rancho Belago "...new community..."; and,

WHEREAS, the 'Rancho Belago Community Signage Design Submittal' has been recommended for Council adoption by the Rancho Belago Economic Council;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF MORENO VALLEY, CALIFORNIA, DOES HEREBY RESOLVE AS FOLLOWS: that the Rancho Belago Sign Program (aka 'Rancho Belago Community Signage Design Submittal') is approved and adopted.

APPROVED AND ADOPTED this ____ day of _____, 2010.

Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

ATTACHMENT 2

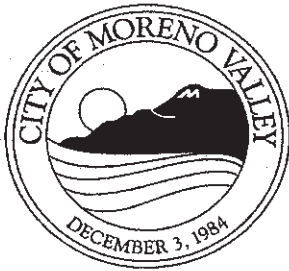
1

Resolution No. 2010-____
Date Adopted:

RESOLUTION JURAT

[Clerk's office will prepare]

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



MEMORANDUM

To: Mayor and Members of the City Council
From: Robert L. Hansen, City Attorney *RWH*
Date: May 10, 2010
Subject: Legal Advice regarding Trademark Issues pertaining to the Rancho Belago Sign Program

**CONFIDENTIAL – PROTECTED BY ATTORNEY-CLIENT PRIVILEGE AND
ATTORNEY WORK PRODUCT DOCTRINE**

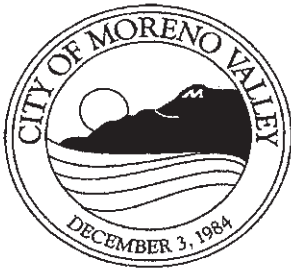
**NEITHER THE CONTENTS OF, NOR THIS MEMORANDUM ITSELF ARE TO BE
SHARED OR DISCUSSED WITH ANY OTHER PERSON WITHOUT THE
EXPRESSED PERMISSION OF THE CITY COUNCIL AND/OR THE CITY ATTORNEY**

Mayor and Members of the City Council'

In response to previous City Council discussion and action concerning the proposed Rancho Belago Sign Program, I retained the services of John Carson of the Law Firm of Foley & Lardner in Los Angeles to advise the City on potential trademark issues in using the currently proposed sign design. The following is the text of an email I received from Mr. Carson concerning these issues:

Bob. The full trademark search results will be express mailed to you. However, the selected pages that I emailed to you on May 7 are illustrative of the more important conclusions.

As I see it, there are really two questions, can you use the present design, and if not what can you use?
1-The present design is too close to the registered marks of the City of Beverly Hills, both in design and color. As you will see from the pages I



sent, there are no other registrations that incorporate their scrolls, ie, the lines top, bottom and inside their shield. And the color you show seems to be the same. This they have contended will cause public confusion. It is likely that the courts and the US Trademark Office would agree if your present design is used for city services the same as or similar to theirs. Thus, I recommend that you come up with a new design that is not similar to theirs, or to any of the relevant ones in the search results. I would be happy to discuss this with the designer in an effort to avoid this problem from arising again. Once a new design is produced, a search should be done on any new features. Once approved, you may want to consider registration.

2-As is apparent from the pages already sent, there are a number of cities and other organizations that use similar shield designs for the same or similar services. Thus, you should be able to use the basic shield design with your name inside, and add features and/or a different color to achieve the upscale look that you desire.

Please let me know if you have questions or if I can be of further assistance.

Thanks

JOHN CARSON

CITY MANAGER'S REPORT

**(Informational Oral Presentation only –
not for Council action)**

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